FRANCHISE DISCLOSURE DOCUMENT

The Solar Detective Franchisor
a Nevada Corporation
1049 Camino Del Mar, Suite 4D
Del Mar, CA 92014
Tel: (858) 519-8415
Email: info@thesolardetective.com and
www.thesolardetective.com

We grant you the right to operate a Solar Detective residential solar inspections business. The Solar Detective offers solar inspection services for single-family homes and certain multi-family residential buildings. The Solar Detective and Solar Detective shall have the same meaning in this Franchise Disclosure Document.

The total investment necessary to begin operation of a single Business range from $86,438 to $154,438. This includes $45,000 that must be paid to us.

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 mailto:info@thesolardetective.com, 1049 Camino Del Mar, Suite 4D, Del Mar, CA 92014, (858) 519-8415.

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

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

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

Issuance Date: March 22, 2022

How to Use This Franchise Disclosure Document

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

QUESTIONS	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G
How much will I need to invest?	Item 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 list the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Solar Detective business in the 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?	Item 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 The Solar Detective franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 and multi-unit agreement requires you to resolve disputes with us by litigation or arbitration in the State of California. Out-of-state litigation or arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to litigate or arbitrate in California than in your home 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. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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.

TABLE OF CONTENTS

EXHIBITS:

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

To simplify the language in this Franchise Disclosure Document ("Disclosure Document"), "we," "us," "Franchisor," "The Solar Detective," or "our" means The Solar Detective Franchisor. "You," "your," or "Franchisee," means the person or legal entity (including an individual, corporation, partnership, limited liability company or other legal entity, and its owners, officers, and directors) buying the franchise. If you are a legal entity, your direct or indirect owners will have to guarantee your obligations and be bound by the provisions of the franchise agreement and other agreements as described in this Disclosure Document.

The Franchisor

We are a Nevada Corporation formed on March 4, 2022. Our principal business address is 1049 Camino Del Mar, Suite 4D, Del Mar, CA 92014. We do business under our corporate name. We have not offered franchises for this business. We do not offer and have not offered franchises in any line of business. We have no other business activities outside The Solar Detective franchise business.

Parents, Predecessors and Affiliates

We have one affiliate; the first Solar Detective business was operated by Mr. Bill Horan and Mr. Adam Peck.. On August 25, 2019, Helioserv, LLC was formed and has been operating The Solar Detective business in Del Mar, California since its formation. The affiliate is a California limited liability company and has operated businesses similar to the business you will be operating. The current affiliated businesses are as follows:

LOCATION	ADDRESS	DATE OF FORMATION
Helioserv, LLC	1049 Camino Del Mar, Suite 4D Del Mar, CA 92014	August 25, 2019

We do not have any parents or predecessors.

We operate under the trade name "The Solar Detective" and the other marks described in Item 13 (the "Marks").

Helioserv, LLC, a California limited liability company owns the Trademarks.

Agents for Service of Process

Our agents for service of process are listed on Exhibit H to this Disclosure Document.

Franchised Business

We grant you the right to develop and operate a residential solar inspections business under the "The Solar Detective" trademark and other Marks and the System (as defined below) (the "Business") pursuant to the terms of our Franchise Agreement, the form of which is attached hereto as Exhibit A (the "Franchise Agreement").

The Solar Detective System

Your Business will provide solar inspection services and solar panel cleanings for single-family homes and certain multi-family residential buildings. Each Business will operate under the name The Solar Detective and other Marks we designate.

You must operate your Business under The Solar Detective System (the “System”). The System provides custom residential solar inspection reports within 24 to 48 hours after the solar inspection that cover the details of the solar equipment, the current condition and function, and a list of specialists to address any issue found during the solar inspection. You must adhere to the System regardless of the size of your Business.

Market and Competition

The Solar Detective Business franchise offers solar inspection services for single-family homes and certain multi-family residential buildings. You may have to compete with other businesses including Home Inspection Businesses, franchised operations, national chains, solar installers, and independently owned companies offering similar services to customers. You may also encounter competition from other The Solar Detective franchises.

Licenses, Permits and Industry Regulations

There are many federal, state, and local regulations specific to the operation of a Business. You will also be subject to state and local licensing laws, codes, and regulations. For certain services, you are subject to federal, state, and local laws and requirements. There may be other laws applicable to the business and we urge you to make further inquiries about these laws. The nature and amount of regulations could change rapidly relating to this business. You should consult a lawyer with experience dealing with Business, health, and regulatory issues to be sure you are familiar with the current statutes and regulations that might apply within your territory.

There are, of course, statutes and regulations that are common to all businesses, including those governing health labor issues, zoning, and safety. You should obtain a complete copy of the relevant statutes and regulations of the Federal government and of you state and discuss them with your attorney. You should also investigate applicable county and city ordinances and regulations.

The Payment Card Industry Data Security Standard (“PCI”) requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accept, transmit or store any cardholder data.

In addition, you must comply with all local, state, and federal laws that apply to your Business operations, including, for example, zoning, health, and sanitation, no-smoking, EEOC, OHSA, discrimination, employment, and sexual harassment laws. The Americans with Disability Act of 1990 requires readily accessible accommodation for disabled persons and therefore may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. You must obtain real estate permits (e.g. zoning), real estate licenses, and operational licenses.

You should consult with your attorney concerning these and other local laws and ordinances that may affect your The Solar Detective Business.

ITEM 2 BUSINESS EXPERIENCE

Bill Horan-Bill is a founding member of the Solar Detective since June 2019. Bill was also the founder of Sunergy Solar Solutions in California which was involved in solar design, site surveying and sales.

Adam Peck-Adam founding member of the Solar Detective since June 2019. Adam has been a licensed California real estate broker since 2000.

ITEM 3 LITIGATION

NONE

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

Initial Franchise Fee

The Initial Franchise Fee for a single Business franchise is $45,000. You must pay the Initial Franchise Fee in full, lump-sum payment on the date that you sign the Franchise Agreement. The Initial Franchise Fee is fully earned upon payment and there are no refunds under any circumstance.

ITEM 6 OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty Fee[2]	Greater of 10% or $300 monthly	Reverse fee structure	The Franchisor will collect all money from customers, withhold appropriate fees and remit the balance to Franchisees not less frequently than weekly
Brand Marketing Fund[4]	Not Required	Reverse fee structure	The franchisor will collect all money from customers, withhold appropriate fees and remit the balance to franchisees not less frequently than weekly
Local Marketing Fee[4]	Minimum $400 per month	As incurred	The various third party vendors
Transaction Fee	$25 per transaction	Reverse fee structure	Fee for handling all customer inquiries, scheduling, billing, and collections
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
Audit Fee	Cost of audit. Precise estimate is unknown as of the date of this Disclosure Document, but is estimated to range from $500 to $1,500	5 days after notice of amount due	You will pay us the costs of an audit to be performed if you fail to provide monthly financial statements, which are required by the Franchise Agreement in excess of three times per calendar year or if a random audit shows an understatement of Gross Sales in excess of 2%
Late Fees[3]	10% of the Amount Due	Within 5 days of the date of our	You will pay us a late fee in the amount of 10%, if you fail to pay the Royalty fee, Marketing Fee, or

Type of Fee[1]	Amount	Due Date	Remarks
		statement for amount due	other amounts due to use within 10 days of the due date. You also will be required to pay us a late fee on any overdue amount beginning with the date payment is due until you pay the overage
Interest on late payments	The lesser of 1 ½% per month or the maximum amount permitted by applicable law.	Within 5 days of date of our statement for amount due	You will pay us interest on any overdue Royalty fees, Marketing Fees, or other amounts due to us, beginning with the date payment is due until you pay the overage. The highest rate allowable under California law is 10% annum
Insufficient Funds	Currently $250	As required	An insufficient funds fee is due any time an EFT withdrawal is denied due to insufficient funds in your account
Additional Training Assistance	Currently $500 per day, per trainer, plus travel and related expenses	As requested or required	Paid to us if you request additional training above our normal training offerings, of if we require additional training in the event your location is operating below required standards
Renewal Fee	10% of our then-current initial franchise fee	Before signing of the renewal franchise agreement	Payable to us if you wish to renew your franchise agreement
Technology Fees	$100 per month	Reverse Fee Structure	The franchisor will collect all money from customers, withhold appropriate fees and remit the balance to franchisees not less frequently than weekly
Alternative Dispute Fee	To be determined by the American Arbitration Association	At commencement of dispute resolution	Fee for participating in any dispute-resolution process
Transfer Fee	50% - 75% of the then-current franchise fee $1,500 for internal transfers	At the time of transfer	50% of the then-current initial franchise fee if the transfer is to an existing franchisee.

Type of Fee[1]	Amount	Due Date	Remarks
			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 do not impact the controlling interest in the franchisee entity
Relocation Fee	25% of the then-current initial franchise fee	Upon our approval to relocate your business	If approved to relocate your facility
System Modifications	All reasonable costs and expenses associated with system modification	As required	If we make changes to our franchise System, you must adapt your business to conform to the changes. Examples may include new equipment, software, or construction materials. These may be paid to the Franchisor or a third-party supplier that we designate.
Seminar and Convention Fees	A fee not to exceed $1,000 shall be charged by Franchisor for attending seminars or conventions. The seminar fee may be taken out on a monthly or quarterly basis. Fees for travel, food, and lodging will depend on distance traveled and accommodations which one chooses	As incurred	Fees for travel, food, and lodging to attend seminars and conventions shall be paid by Franchisee.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable to us, to reimburse us for fees incurred by us in obtaining injunctive or legal relief for the enforcement of any time of the Franchise Agreement or for costs incurred for arbitration proceedings
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for any claims arising from your business

Type of Fee[1]	Amount	Due Date	Remarks
Insurance Policies[5]	Amount of unpaid premiums plus or expenses for obtaining the policies required	As incurred	Payable only if you fail to maintain the types and limits of insurance that the franchisor requires for your business.
Cellular Service Fee	$70 per line per month	As incurred	
Grand Opening Marketing Campaign	$3,000 to $5,000	As incurred	You must spend at least $3,000 and up to $5,000 on grand opening marketing and promotion during the first month your Business is open.
Temporary Management Assistance	Currently $400 per day	Each week that it applies	In you breach your Franchise Agreement or following the death or incapacity of an owner of the franchise, the franchisor may temporarily manage your franchised business.

NOTES

1. **Fees.** You will pay all fees to us unless otherwise noted. All fees are non-refundable unless otherwise noted. All fees are uniformly imposed.

2. **Royalty.** The Franchisor will collect all money from customers, withhold the royalty fees and remit the balance to the franchisee not less frequently than weekly. All fees are non-refundable unless otherwise noted. All fees are imposed.

3. **Late Fee.** Late fee will begin within 5 days from the date payment was due, but not received, or date of underpayment. The highest interest rate allowable under California is 10% annum.

4. **Brand Marketing Fee.** As of the date of this Disclosure Document, the National and Regional Marketing Fee has not yet been established. If we choose to establish the Marketing Fee, it will not exceed 2% of Gross Sales and shall be paid to us for deposit in a Marketing Fund (defined in Item 11).

5. **Insurance.** Insurance includes all risk all peril coverage, business interruption, insurance, comprehensive general liability insurance, and other forms of insurance we require. You pay insurance and other insurance related payments directly to our required third-party insurer. You must deliver to us upon commencing construction of your Business, and thereafter annual or at our request, a proper certification evidencing the existence of the required insurance coverage along with a copy of the actual insurance policy.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	Low	High			
Initial Franchise Fee[1]	$45,000	$45,00	Certified Funds	When you sign the Franchise Agreement	Us
Cost of Home Office Setup	$0	$1,700	As Agreed to	As Incurred	Designated and Approved Suppliers
Equipment Used in the Business[3]	$10,700	$16,700	As Agreed to	As Incurred	Designated and Approved Suppliers
Office Equipment, Computers, Office Supplies[4]	$1,500	$3,000	As Agreed to	As Incurred	Designated and Approved Suppliers
Business Software[4]	$1,000	$1,200	As Agreed to	As Incurred	Designated and Approved Suppliers
Vehicle Requirement	$1,000	$40,000	As Agreed	As Incurred	Designated and Approved Suppliers
Vehicle Wrap with Signage[5]	$3,000	$5,000	As Agreed	As Incurred	Designated and Approved Suppliers
Required Training Expenses[2]	$438	$438	As Agreed	As Incurred	Designated and Approved Suppliers
Vehicle Insurance[9]	$600	$800	As Agreed	As Incurred	Designated and Approved Suppliers
Travel & Living Expenses While Attending Initial Training [2]	$2,000	$5,000	Check, Cash or Credit Card	As Incurred	Vendors, Airlines, Hotels, Car Rental
Business License and Permits[6]	$200	$600	As Agreed	Before Opening	State, County, City
Grand Opening[7]	$3,000	$5,000	As Incurred	As Incurred within first 90 days of business	Us & Vendors

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	Low	High			
Professional and Legal Fees[8]	$3,000	$5,000	As Incurred	As Incurred	Your Lawyer and other professionals
Additional Working Capital Funds (First Three Months[10]	$15,000	$25,000	As Incurred	As Incurred	Employees, Vendors, Utilities, Taxing Agencies, Etc.
TOTAL[11]	$86,438	$154,438			

NOTES

We do not offer direct or indirect financing of the franchise fee or any other startup costs. The availability and terms of possible financing from third party sources will depend on factors such as availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions. The numbers included in this estimated do not include any finance charges, interest or debt service obligations or your living expenses.

1. **Initial Franchise Fee.** The Initial Franchise Fee is $45,000 for an individual Business franchise. You must pay the Initial Franchise Fee in a full, lump-sum payment on the date that you sign the Franchise Agreement for the Business.

2. **Required Training Expenses.** The Required Training Expense is administered by third parties and subject to increases.

3. **Equipment Used in the Business.** Includes a thermal drone, training drone, drone replacement parts, thermal camera, clamp meter, truck brush (with telescoping pole), multi-screwdriver tool, extension ladder, little Giant A-frame extension, ladder safety restraint, rubber gloves, tool belt, binoculars, probe live tester, selfie stick, safety glasses, ladder's Little Helper, safety cones, waterfed extension pole (32-foot), Velcro straps, electrical tape, solar panel cleaning brush, DI filtration system (with pump), garden hose (100-foot), Y splitter, small diameter rinse hose (50-foot), hose repair kit (with ends, connectors, knife), handle brush (white brush, orange scrub), short hose, pressure gauge, water mineral gauge (TDS meter), shop vac (cordless, inverter), sharpie markers, ladder stability strap-on (Velcro) and safety barrier tape.

4. **Computer Hardware and Software**. Before opening your Business, we typically require you to purchase a laptop computer with minimum Windows 11 Operating System, 12GB memory, i5 processor, 256GB SSD or 1TD HD and company issued cellular telephone and telephone number owned by the Franchisor, and related equipment and our designated and other software programs. Required software programs include, Google Docs, Google Sheets, Accounting Software, Inspection Software and ISN. You must pay our Authorized Supplier for any set-up fee for the set-up of certain required software programs and the technology fee for the 2 months before opening ($100 per month), each of which is included in the estimate range stated in the Table.

5. **Vehicle Signage**. The estimate includes our required vehicle signage which bear the Marks. The cost of the wrap varies depending on the type, size, and location of the signage. If you want additional exterior signs, your cost will be higher.

6. **Business Licenses and Permit.** The costs include the business entity formation, licenses, and permits required to operate a Business in your location. The license and permit requirements are specific to the state and city/town in which your Business is located. Certain states may require that you file and post a bond for pre-opening membership sales, the estimated costs of which is not included in the Table.

7. **Grand Opening Marketing** During the period beginning when you open your Business and continuing through the first 90 days of your Business operations, we recommend you spend between $3,000 to $5,000 to advertise, market and promote your Business. You may choose to spend more. If you choose to spend more, the factors that may affect the actual amount you spend include the type of media used, the size of the area you advertise to, local media costs, location of the franchised business, time of year and customer demographics in the surrounding area. The amounts you spend for grand opening advertising are typically non-refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchasing.

8. **Professional Fees.** You will need to employ an attorney, an accountant, and other consultants to assist you in establishing your franchised business. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants, and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant, or consultant at or before the time of hiring.

9. **Insurance**. You must obtain insurance coverages with the limits required by us as described in Item 8 of this Disclosure Document. Factors that may affect your cost of insurance include the size and location of the franchised business, value of the leasehold improvements, equipment, inventory, number of employees and other factors. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

10. **Additional Working Capital (First 3 Months of Operations).** The range of estimated costs represents your estimated initial start-up expenses (other than the amounts separately identified in the Table), which include payroll costs (excluding a draw or salary for you or your manager if you are not the manager), lease payments, advertising and marketing expenses, uniform expenses, the costs of supplies, and other operating expenses. The 3-month period is not intended, and should not be interpreted, to identify a point at which your Business will break even. This estimated amount may vary based on a number of factors, including the extent to which you follow our methods and procedures, local economic conditions, the local market for your services, competitions, sales levels, local wage rates, owner's salary, the extent of your actual participation in the Business, your business acumen, your partners, or shareholders (if applicable), and any other persons involved in the Business.

11. **Total Estimated Initial Investment.** You should review these figures carefully with your professional advisors, including financial and legal advisors, before making any decision to purchase a The Solar Detective Franchise. You should consider the costs of each of the items described in this Disclosure Document in your geographic location. Fees paid to us are not refundable under any circumstances, unless otherwise stated in the Franchise Agreement. Fees or costs due to any other entity are subject to the terms set under their agreements.

The availability and terms of financing depend on the availability of financing generally, your creditworthiness, your available collateral, and lending policies of financial institutions. The estimate does not include any finance charge, interest, or debt obligation. We do not currently finance any portion of the initial investment.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General

In order to ensure a uniform image and uniform quality of products and services throughout The Solar Detective System, you must maintain and comply with our quality and system standards. You also must use equipment (including hardware and software for your Computer System), signage, fixtures, furnishings, products, supplies and advertising materials that meet our specifications and standards.

Designated Sources

You must purchase certain equipment, products, merchandise and supplies only from us or our required suppliers as noted in this Item 8. From time to time we, an affiliate or a third-party vendor or supplier may be the only approved supplier for certain products. For example, as of the date of this Disclosure Document, you must purchase all trademarked retail items, products, and supplies, including apparel and accessories, toys, bags, and mugs, from us. Additionally, you must purchase your uniforms, and certain merchandise, supplies, equipment, and other materials, including gift bags from us. You will pay the then-current price in effect for all purchases you make from us, our affiliate, or any third-party vender we designate.

Approved Supplies and Suppliers

We will provide you with a list of approved manufacturers, suppliers, and distributors ("Approved Suppliers List") and approved inventory products, fixtures, furniture, equipment, signs, stationery, supplies and other items or services necessary to operate the Business ("Approved Supplies List") after you have signed your Franchise Agreement. The Approved Supplies List may specify a required manufacturer or supplier of a specific product or piece of equipment. We reserve the right to designate Branded Products, and Non-Proprietary Products for certain products and supplies, and The Solar Detective may be a required source or an affiliate which currently does not exist. Branded Products are products that bear any of The Solar Detective Marks. Non-Proprietary Products are items the franchisee is required to purchase from vendors that are approved by the Franchisor.

We anticipate expanding the list of required sources for other products and services. You must purchase such products and services from required sources as designated by us from time to time.

The lists also may include other specific products without reference to a particular manufacturer or supplier, or they may set forth the specifications and/or standards for other approved products. For example, as noted below, you must obtain insurance that meets our standards and requirements. We may revise the Approved Suppliers List and Approved Supplies List from time to time. We give you the approved lists as we deem advisable. We generally do not give these lists to approved suppliers. We will provide contact information for your distributors and/or manufacturers of all products offered at the Business.

Except where we identify a sole single source, if you propose to use in the operation of your Business any product, supply, material, furnishing or equipment which has not yet been approved by us as conforming to our specifications and quality and system standards and/or from a supplier not yet approved in writing by us, you must first notify us in writing and must submit to us, upon request, sufficient information, specifications, and samples so that we can determine whether the item or service complies with System standards or the supplier meets our supplier criteria. We will provide you with written approval or disapproval within a reasonable time period (typically 30 days). You may not use any product, supply, material, furnishing or equipment that we have not approved.

Supplier approval will depend on product quality, delivery frequency and reliability, service standards, financial capability, customer relations, concentration of purchases with limited suppliers to obtain better prices and service, and/or a supplier's willingness to pay us or our affiliates for the right to do business with our System. We may inspect or re-inspect the facilities and products of any approved supplier and revoke our approval if the supplier fails to continue to meet our criteria and specifications. As a condition of approval, you and/or any supplier must reimburse us for all costs and expenses incurred by us associated with any testing, including travel and lodging expenses incurred where we deem it necessary to visit a supplier's facilities.

Nothing contained in this Disclosure Document or in the Franchise Agreement requires us to approve an inordinate number of suppliers of a given item or approve suppliers, which, in our reasonable judgment, would result in higher costs to our franchisees or prevent, in our sole judgment, our effective and economical supervision of suppliers.

Because we supply the trademarked merchandise to our franchisees, some of our officers own an interest in one of our suppliers (the Franchisor). No officer owns an interest in any other supplier.

We may derive income through markups of the prices charged to you for products, supplies, computers, software, signage, or services we supply. We may derive revenue through license fees, promotional fees, advertising allowances, rebates or other monies paid by approved suppliers. We are a new franchise and have no such data to provide at this time. If we require you to buy such items from us, we believe that the price and quality will be comparable to similar items from other sources, and we may take a portion of that revenue to spend on advertising or place in a separate advertising account. If we require you to buy products, supplies or services from a vendor that pays such allowances, we may spend all such fees on related advertising or place them in the separate franchisee advertising account, described in Item 11 below. If we are not required to apply these funds to advertising or place them in a separate franchise advertising account but will use our reasonable discretion in making such decision. No such revenues have been previously received.

We may from time to time suggest prices to be charged by you that, in our judgment, would constitute good business practice. The integrity and goodwill developed in your business and the System may depend upon the sale of products and services at competitive prices and that, therefore, we may specify from time to time, a maximum price for your products and services and you are required to comply with such directions from us concerning maximum prices. You are free to sell or allow to be sold all products and services for a price which is less than the applicable retail price suggested by us. The suggested retail price for products and services may vary from region to region to the extent necessary in order to reflect differences in costs and other factors applicable to such regions.

You must sell the services and any products that are approved by us, and which strictly conform to our specifications. All products and services approved by us must be offered for sale on a continuous basis at your location at the time and in the manner specified by us. No sale of any product or service except those products or services approved by us may be solicited, accepted, or made at or from your Franchisees Business. If requested by us on at least 30 days’ notice as part of a general program or standardization effort by us, the marketing of a particular product or service must be discontinued. Then this product or service is no longer an approved product or service.

Insurance

You must carry insurance policies protecting you, us, and our affiliates. The insurance policy or policies shall be written in accordance with the standards and specifications (including minimum coverage amounts) outlined in writing by us from time to time, and, at a minimum, shall include the following (except as different coverages and policy limits may be specified for all franchisees from time to time in writing) (i) "special" causes of loss coverage forms (sometimes called "All Risk coverage" or "All Peril coverage") on the Business, Business improvements, furniture, fixtures, equipment, supplies and other property used in the operation of the Business, for full repair and replacement value, except that an appropriate deductible clause is permitted, (ii) professional liability insurance, (iii) workers' compensation covering all of your employees, (iv) commercial auto insurance, (v) umbrella liability insurance which also includes employers liability, (vi) "Per Location" aggregate limits when multiple Business locations are insured under one comprehensive general liability and umbrella liability policy(cies), (vii) The Solar Detective Franchisor named as an additional insured on all liability policies required by this subparagraph, (viii) severability of interests or separation of insureds provisions must be included in the liability policies and all policies must be primary and non-contributing with any insurance policy carried by The Solar Detective Franchisor, and (ix) any other such insurance coverages or amounts as required by law or other agreement related to the Business. We may from time to time modify the required minimum limits (including an increase to the umbrella policy referenced in (v) above) and require additional insurance coverages by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in The Solar Detective System, standards of liability and higher damage awards.

You must deliver to us before commencing operation of your Business, and thereafter annually or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this subparagraph along with complete copies of all insurance policies. The insurance certificate must show our status as an additional insured (as noted in (vii) above) and provide that we will be given 30 days' prior written notice of material change in or termination or cancellation of the policy. If you do not procure and maintain the required insurance coverage (including any modifications referenced in the preceding sentence), we have the right, but not the obligation, to procure insurance coverage and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so. You must pay these amounts to us immediately upon written notice.

Although we require certain insurance coverage and have recommended other coverages, we do not guarantee that the required or recommended insurance will be adequate to fully protect your assets. You should therefore consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, may be needed for you and your Business.

We and our affiliates reserve the right to receive rebates or other consideration from suppliers in connection with your purchase of trademarked merchandise, goods, products, and services as described in this Item 8, as well as in connection with any future purchase of any goods, products, or services. Most of these payments are calculated on an amount based on products sold. We will retain and use such payments as we deem appropriate or as required by the vendor. As of the date of this Disclosure Document, we have not received any rebates from any of our required or approved suppliers.

We may negotiate prices for numerous products for the benefit of the System but not on behalf of individual franchisees. Currently, there is no purchasing or distribution cooperative, but we reserve the right to create a cooperative and require you to participate. We may receive volume discounts for the System which we will pass through to our franchisees. Beyond these discounts, we do not provide material benefits to you because of your use of approved suppliers.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligations	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 2A and 5A	Item 7 and 11

b. Pre-opening purchases/leases	Section 5A, 6A, 6E and 9B	Items 5, 6, 7, and 8
c. Site development and other pre-opening requirements	Sections 5A and 5B,	Items 7, 8 and 11
d. Initial and ongoing training	Sections 7B and 7C,	Items 6 and 11
e. Opening	Sections 2B and 5A,	Items 5 and 11
f. Fees	Sections 2B and 5A,	Items 5, 6 and 7
g. Compliance with standards and policies/Confidential Operations Manual	Section 6A and 6O,	Items 6, 7, 8, 11, 14 and 16
h. Trademarks and proprietary information	Sections 3A-3E and 6J,	Items 13 and 14
i. Restrictions on products/services offered	Sections 2D-2E and 6A-6C	Items 6, 7, 8, 11 and 16
j. Warranty and customer service requirements	Section 2E and 6K	Items 6 and 11
k. Territory development and sales quotas	Sections 2B and 2D	Item 12
l. Ongoing product/service purchases	Section 6A-6C	Items 6, 7 and 8
m. Maintenance, appearance, and remodeling requirements	Section 5B-5F	Items 8 and 11
n. Insurance	Section 10C	Items 6, 7 and 8
o. Advertising	Section 8A-8E and 9D	Items 6, 7 and 11
p. Indemnification	Section 10B	Not Applicable
q. Owner's participation/management/staffing	Sections 7A-7F	Items 11 and 15
r. Records and reports	Sections 9G, 9J and 9K	Item 11
s. Inspections and audits	Sections 5A-5C, 6G and 9I	Items 6 and 11
t. Transfer	Section 11A-11G	Items 6 and 17

u. Renewal	Section 4B	Items 6 and 17
v. Post-termination obligations	Sections 14A-14C	Item 17
w. Non-competition covenants	Section 10D	Item 17
x. Dispute resolution	Sections 12A-12B	Item 17
y. Other	Not Applicable	Not Applicable

*Unless otherwise noted, Section references are to the Franchise Agreement.

ITEM 10 FINANCING

We do not offer direct or indirect financing to franchisees for any items. We do not guarantee your loans, leases, or other obligations. We may assist franchisees in obtaining financing in the future.

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

Except as listed below, The Solar Detective Franchisor is not required to provide you with any assistance.

Pre-Opening Assistance – Before you open your Business, we or our authorized representative will assist you with the following:

1. Provide you with the Approved Supplies and Approved Suppliers lists after you have signed your Franchise Agreement. All Branded Products, Proprietary Products and Non-Proprietary Products that we designate for use in the operation of your Solar Detective Business must be purchased from Approved Suppliers (Franchise Agreement – Section 6C);
2. Loan you either a written copy or electronic copy of the Confidential Operations Manual, the current table of contents of which is in Exhibit E. As of the date of this Disclosure Document, the Confidential Operations Manual contains 298 pages (Franchise Agreement – Section 6I);
3. Inspect your Business before opening and provide a Franchise Certificate of Approval. A Franchise Certificate of Approval may be obtained only after you have completed all training, obtained all required licensing, and provide proof of insurance. If you do not pass your initial inspection, you will be charged for all costs and expenses incurred by us in sending an inspector to re-inspect your Business. We estimate that this amount will not exceed $1,500 (Franchise Agreement – Section 2B and 5A).
4. We will set up accounts on your name with ISN and Inspection App provider. The accounts are owned by the Franchisor.

Post-Opening Assistance – During your operation of the Business, we will:

1. Maintain and administer the Brand Marketing Fund (Franchise Agreement – Section 8A);
2. Provide updates to the Approved Supplies and Approved Suppliers lists (Franchise Agreement – Section 6C);
3. Make periodic visits to your Business as we reasonably determine necessary to provide consultation and guidance. We will advise you of any problems arising out of the operation of your Business as disclosed by the report or by or inspection (Franchise Agreement – Section 6G);

4. Periodically offer refresher training courses as we determine necessary and require you to attend (Franchise Agreement – Sections 7C and 7E).
5. Provide online and phone support during and after inspections to ensure the accuracy and quality of the inspection and reports as needed for the first year.

Time of Opening

We estimate that it will take approximately three months after you sign a franchise agreement for your Business before you open the Business. You must open your Business for business within 4 months from signing the franchise agreement. If you fail to open the Business within 4 months from signing the franchise agreement, we may at our option terminate the Agreement and your franchise fee will not be refundable. You may not open the Business until (1) we inspect your Business and provide you with a Franchise Certificate of Approval, (2) you complete pre-opening training to our satisfaction, (3) you pay the initial franchise fee and other amounts then due to us, and (4) you give us certificates for all required insurance policies, complete copies of all insurance policies and present copies of required licenses.

Brand Marketing Fund Fees

As of the date of this Disclosure Document, we have not adopted a marketing fund (the "Marketing Fund Fees") but when the marketing fund is established, you must participate in and contribute to the separate fund for marketing and promotion programs. You will be required to pay the Marketing Fund Fees equal to 1% of the Gross Sales of your The Solar Detective Business. We will have the right to increase the amount of the Marketing Fund Fees, at any time during the term of your Franchise Agreement on 90 days' prior written notice to you. Company-owned and affiliate owned The Solar Detective Business, may, but are not required to, contribute to the Marketing Fund. If they do, they may not be required in the same percentage as you and may stop contributing at any time without notice to you.

The Marketing Fund will be administered by us and will be used to meet the costs of conducting marketing and promotional activities. The Marketing Fund is not a trust or escrow account, and we do not have any fiduciary obligations with respect to the Marketing Fund. If all of the Marketing Fund are not spent in the fiscal year in which they accrue, the remaining amounts are retained in the Marketing Fund for use in the following years. We may use the Marketing Fund for various purposes, including, but not limited to: (1) salaries, benefits and any other payments made to employees/team members or any other individual or entity providing services to the Marketing Fund, (2) broadcast or print advertising, (3) the creation, development and production of advertising and promotional materials (*ie*, print ads, radio, film and television commercials, videotapes, direct mail pieces, and other print advertising), (4) any marketing or related research and development, (5) advertising and marketing expenses, including services provided by advertising agencies, public relations firms or other marketing, research or consulting firms or agencies, menu designs, customer incentive programs, sponsorships, marketing meetings and sales incentives, development of our website and intranet system, Internet access provider costs, subscriptions to industry newsletters or magazines, and administrative costs and salaries for marketing support personnel, and (6) costs and expenses incurred by us relating to any franchise convention we hold or sponsor.

We determine the use of the monies in the Marketing Fund. We are not required to spend any particular amount on marketing, advertising, or promotion in the area in which your Business is located. We oversee the advertising program and use the Marketing Fund to create marketing materials and conduct national, regional, or local advertising as we determine appropriate.. From time to time we may contribute to the Marketing Fund some amounts paid to us by outside suppliers. We will prepare an annual unaudited accounting of the Marketing Fund and will make it available for your review upon your written request. We have our own in-house marketing and advertising production capabilities, but also may use an outside national, regional, or local agency. We may be reimbursed for administrative costs and overhead incurred in administering the Marketing Fund. We may use a portion of the advertising funds for the solicitation of franchise sales.

As of the date of this Disclosure Document, we have not established, collected, or spent any marketing fees.

Grand Opening Marketing and Promotion

You also must engage in certain grand opening marketing events and activities during the first month your Business is open. Specifically, you must spend $3,000 to $5,000 on a grand opening campaign which will include promotional elements, merchandise/giveaways, and labor (the "Grand Opening Marketing Campaign"). Your grand opening marketing expenditures will not count towards your first year's local advertising requirements.

You must obtain our written approval of all promotional and marketing materials prior to their use.

Computer System

You must obtain and use, from the Franchisor in your Business the Inspection Support Network software ("ISN") which will generate business reporting, scheduling, automated communication and track all transactions conducted in the field which is included in the Transaction Fee.

Our current ISN software requirements are identified in the Franchise Agreement Schedule H. We reserve the right to change the ISN system and back-of-office computer at any time but will not require you to replace these items more than three times during the initial term of the Franchise Agreement. We reserve the right to change the software each calendar year. At such time as we designate the change or enhancement to the ISN software you may be required to make certain payments to us or our designated suppliers. You will have 30 days to install and commence using the changed or enhanced ISN software. You must acquire the right to use hardware, software, peripheral equipment, and accessories, and arrange for installation, maintenance, and support services of the initial, changed, or enhanced ISN software all at your cost. There are no contractual limitations on the frequency and cost of this obligation.

We may independently access the ISN software and retrieve, analyze, download, and use all software, data and files Business or used on the ISN software. We may access the ISN software through our intranet, in your Business or from other locations. You must capture all data and information that we designate and report data and information in the manner we specify, including through our intranet or other online communications. You also must maintain a cellular telephone and telephone number we provide, and a separate modem dedicated for the sole use of allowing our computer system to interface and communicate with, which may require you to purchase software designated by us for this to occur. You also must have your Business connected to the Internet using a connection method we approve, currently DSL or Cable modem. You will be provided an @TheSolarDetective.com email account. In addition, we will set up a free Gmail account The Solar Detective (initials for location)@gmail.com for you to have access, to the Google products that we use, i.e. Drive, Docs, Sheets, etc. We'll provide you with a password, which will need to be changed from time to time to insure security.

You understand that the data storage, phone line, modem, communication software, Internet access, Internet email account and all additional hardware and software needed to implement and maintain these services is at your cost.

Training

Prior to your actual commencement of business operations, you (or, if the franchised business is a corporation or limited liability company, then the Operating Partner designated by you and acceptable to us, or if a partnership, then 50% of the partners) must attend and complete our training program for new franchisees. Additionally, a minimum of at least eighty percent (80%) of all your employees must attend and successfully complete, at your expense, our training program. The training consists of five days of instruction on the marketing, management, and operation of the franchise business, including procedures for inspection of the solar panels and system. The training program will take place at our company headquarters in Del Mar, California, or at such other facility or city s we may designate. We will not pay compensation for any services performed by you in connection with and during such training, and you will be responsible for all travel expenses incurred by you arising in connection with attendance at the training. You must satisfactorily attend and complete such training to our sole, subjective satisfaction, exercised in good faith. The instructional material will be provided in the Operations Manual, and training manual which contains The Solar Detective policies and procedures related to marketing, managing, and operating the franchise business.

TRAINING PROGRAM

Subject	**Hours of Headquarter Training**	**Hours of on-the-Job Training**	**Location**
History/Philosophy of Solar Detective	.25	0	Training Center
Use of Manual	.25	0	Training Center
Pre-Opening Procedures	2	0	Training Center
Marketing and Promotion	2	0	Training Center/In Field
Human Resources	.25	0	Training Center
Sales Procedures	4	9	Training Center/In Field
Office Procedures	2	1	Training Center/In Field
Service Procedures	3	28	Training Center/In Field
Using the Equipment	1.25	4	Training Center/In Field
Job Site Safety	2	4	Training Center/In Field
TOTAL	17	46	Training Center/In Field

Bill Horan and Adam Peck will provide the training. We reserve the right to have other trainers as we determine in our sole discretion. The Confidential Operations Manual and Training Manual will be used as the principal instructional material.

You (and if applicable, your Operating Partner) must attend and satisfactorily complete various training courses that we periodically provide at the times and locations we designate. In addition to attending these courses, you must attend an annual meeting of all franchisees at a location we designate. We will not require attendance at the annual meeting for more than three days during any calendar year. You are responsible for all related travel and living expenses and wages. As of the date of this Disclosure Document, the location, duration, frequency, and content of any additional training program we may require is unknown. Generally, this additional training will be available on an "as needed" basis depending on new product and services introduction, and the availability of training locations.

We may require Business managers to satisfactorily complete initial and ongoing training programs.

Additional Training and Conference. We may require that you pay a fee of up to $300 per individual you designate to attend any refresher training we make available to our franchisees or for any optional training programs we may periodically conduct. You must attend any annual conferences or seminars that we may require at a location we designate. You shall pay all costs to attend any refresher training, conferences, or seminars (Section 5.3 of the Franchise Agreement).

<u>Confidential Operations Manual</u>

The Table of Contents of the Confidential Operations Manual, together with the number of pages in each Section and the total number of pages (298), is included in Exhibit E. You must treat the Confidential Operations Manual, and other written materials created for or approved for use in the operation of the Business, and the information contained in them, as confidential. The Confidential Operations Manual will remain our sole property. We may, from time to time, revise the contents of the Confidential Operations Manual and you must comply with each new or changed standard.

ITEM 12 TERRITORY

Prior to the execution of the Franchise Agreement, we will designate the size and location of your territory, ("Protected Territory") which will be set forth on a map attached to the Franchise Agreement. We design your territory by first considering the boundaries established in your area by local boards of realtors. Your territory will ultimately consist of a geographical area typically defined by counties or zip codes taking in to account the number of single family and multi-unit residential units with solar panels. There is no standard size of a protected territory. A typical territory will contain a range between 33,000 to 38,000 single family and multi-unit residential units with solar panels. The number of homes with solar panels may differ for your Protected Territory compared to other franchisees. If you would like a larger Protected Territory you can purchase additional single family and multi-unit residential units with solar panels at a price of $1.50 for an additional home. You will be required to take an entire zip code if you want a larger Protected Territory. If you seek to renew your Franchise Agreement at the end of the initial term, your Protected Territory is subject to adjustment based on the number of new single family and multi-unit residential units with solar panels.

You are not allowed to operate the franchised business outside the protected territory without our prior written consent. We will not open, operate or franchise others to open or operate a Solar Detective franchise within your territory so long as you are not in default of any provision of the Franchise Agreement.

You may not solicit orders within another franchisee's territory. If you do, you are subject to termination. We currently operate one company-owned unit, and therefore, do not solicit orders within your Protected Territory. We believe a Protected Territory will be beneficial to your success. The best referral sources in your Protected Territory will be real estate brokers, real estate agents, home inspectors, attorneys, mortgage brokers, lenders, insurance agents, and accountants located in your Protected Territory.

During the term of your Franchise Agreement and provided you are in compliance with the terms and conditions of your Franchise Agreement, including adequately servicing all potential customers seeking services, we will not (i) modify the Protected Territory, (ii) establish a company-owned or franchised The Solar Detective Business inside the Protected Territory, or (iii) establish a company-owned or franchised Business inside the Protected Territory that offers the same products and services as your The Solar Detective Business, except for any Merger/Acquisition Activity (as described and defined below).

You may operate the Business only within the Protected Territory and may not relocate the premises without our approval. We encourage you to operate the business from your home address. We will allow relocation if circumstances dictate that it is in your and our best interests.

We retain all rights that are not expressly granted to you under the Franchise Agreement. The license granted to you under the Franchise Agreement does not provide you with any right to (i) sell services identified by the Marks at any location outside the Protected Territory, (ii) sell products and services through alternative channels or methods of distribution, including the Internet (or any other existing or future form of electronic commerce), (iii) sell products and services identified by the Marks to any person or entity for resale or further distribution, except as we may designate in writing, or (iv) exclude, control or impose conditions on our development of future franchised, company or affiliate-owned Businesses at any time or at any location regardless of the proximity to your Protected Territory.

Further, we may, among other things, on any terms and conditions we deem advisable, without paying compensation to any franchisee, and without granting you any rights therein:

(i) establish and/or license others to establish franchised or company-owned Businesses at any location outside your Protected Territory regardless of the proximity of such Businesses to your Protected Territory,

(ii) merge with, acquire or become associated with ("Merger/Acquisition Activity") any businesses or Businesses of any kind under other systems and/or other marks, which businesses and Businesses may convert to or operate under the Marks and may offer or sell products and services that are the same as or similar to the services offered at or from the Business, and which Businesses may be located anywhere inside or outside of your Protected Territory, and

(iii) offer, sell, and distribute for ourselves and/or license others to offer, sell and distribute through franchised businesses or any other method of distribution, both inside and outside your Protected Territory, products, and services the same as or different from the products and services offered under the System, and which are offered and distributed under the Marks or marks different than the Marks through any distribution channels or methods.

Continuation of your franchise rights and the Protected Territory do not depend on the achievement of a certain sales volume, however, they do depend on market penetration and servicing all clients in the Protected Territory. You do not receive the right to acquire additional franchises unless you sign another franchise agreement with us.

We do not place any restrictions on the customers you may solicit. You do not, however, have the right to use other channels of distribution to make sales.

ITEM 13 TRADEMARKS

Under the Franchise Agreement, we grant you the non-exclusive right to use the Marks in connection with the operation of your Business. The following Marks have been registered upon the principle registry of the United States Patent and Trademark Office ("USPTO"):

Mark	Registration Number	Registered Date
The Solar Detective	6271067	February 16, 2021
THE SOLAR DETECTIVE®	6271071	February 16, 2021

We claim common law trademark rights for all of the Marks. We have filed all required affidavits and renewals for the Mark noted above.

You must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use any Mark in your corporate or legal business name, with modifying words, terms, designs, or symbols (except for those we license to you), in selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, or otherwise in connection with a Web site.

We have entered into a Trademark License Agreement with HelioServ, LLC under which we have been licensed to use and sublicense The Solar Detective Marks. The term of this License Agreement is for 20 years and after that it is renewed for an additional 20 years period unless either party gives notice of termination before the end of such extension. The License Agreement can also be terminated for failure to maintain quality standards, breach of the License Agreement or bankruptcy. If the License Agreement is modified, you may have to make changes as to how the Marks are presented at the Business. If the License Agreement is cancelled, you will be required to use a new mark which we will require you to use. All costs associated with any modification or cancellation of the License Agreement shall be borne by you.

Schedule B to your Franchise Agreement identifies the Marks that you are licensed to use. We have the right to change Schedule B from time to time. 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 upon expiration or termination of your Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing. We may change the System presently identified by the Marks, including the adoption of new Marks, new products, new services, new equipment, or new techniques, and you must adopt the changes in the System as if they were part of the Franchise Agreement at the time of its execution. You must comply within a reasonable time, at your expense, if we notify you to discontinue or modify your use of any Mark. We will have no liability or obligation as to your modification or discontinuance of any Mark, except that we will reimburse you for your out-of-pocket expenses, including letterhead, in an amount not to exceed $250.

There are currently no material determinations of the U S Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court, or any pending infringement, opposition, or cancellation proceedings involving the principal Marks. There is no material federal or state court litigation regarding our use or ownership rights in any trademark.

Except as described above in this Item 13, there are no currently effective agreements that significantly limit our rights to use or license the use of these trademarks.

We will protect your right to use the Marks against claims of infringement or unfair competition arising out of your proper use of the Marks. You must notify us of the use of, or claim of rights to, a trademark identical or confusingly similar to our Marks. We have the right to determine whether or not we will take affirmative action when notified of these uses or clause and the right to exclusively control any litigation or proceedings. You are required to assist us in the prosecution of such litigation or proceedings. We will reimburse you for all actual damages (other than loss of income) and out-of-pocket expenses incurred by you in connection with any claim by any third party for infringement or unfair competition arising out of your use of the Marks, however, our obligations to reimburse you will exist only if you have used the name or Mark that is the subject of the controversy in strict accordance with the provisions of this Agreement and our rules, regulations, procedures, requirements, and instructions, and have notified us of the challenge as stated above and have otherwise fully cooperated with us in the defense of any action.

We know of no superior prior rights or infringing uses that could materially affect your use of the trademarks in the state where your franchise business will be located.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

As of the date of this Disclosure Document, we do not own any rights in or to any patents, patent applications or copyrights that are material to the franchise. We claim copyright protection for our Confidential Operations Manual, Inspection Report Form and other publications and promotional materials, although we have not registered any of the materials with the United States Copyright Office. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement, Confidential Operations Manual, and other communications that we provide to you. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

There currently are no effective determinations of the Copyright Office (Library of Congress), United States Patent & Trademark Office, Board of Patent Appeals & Interferences, or any court, or any pending infringement, opposition or cancellation proceedings or any pending material litigation involving any patents or copyrights. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. We are not required by any agreement to protect or defend any patent, trademark, or copyright.

We know of no superior prior rights or infringing uses that could materially affect your use of the copyrights in the state where your franchise business will be located.

Our Confidential Operations Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes site selection criteria, training and operations materials, methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating The Solar Detective Businesses, marketing and advertising programs for The Solar Detective Businesses, any computer software or similar technology that is proprietary to us or the system, knowledge of specifications for and suppliers of Approved Suppliers and other products and supplies, knowledge of the operating results and financial performance of The Solar Detective Businesses other than your Business, and graphic designs and related intellectual property.

All ideas, concepts, techniques, or materials concerning a The Solar Detective Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the system, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you assign ownership of that item, and all related rights to that Item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the Item.

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent improper disclosure to others and use non-disclosure and noncompetition agreements with those having access. We may regulate the form of agreement that you use and will be a third-party beneficiary of that agreement with independent enforcement rights.

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

The day-to-day operations of your The Solar Detective Business must be managed at all times by you (or your Operating Partner as defined below) or an "Assistant Business Leader" who has satisfactorily completed our Solar Detective Initial Training Program and exhibits the skills necessary to uphold the standards as imposed by Franchisor. You must devote a minimum of 20 hours per week to managing your Business. If you have more than one Business, you will be required to devote a minimum of 40 hours per week to managing your Businesses. Your Assistant Business Leader need not have an equity interest in the business but must agree in writing not to compete against us and to preserve confidential information to which they have access and not to compete with you, us, and other franchisees. We may regulate the form of agreement that you use and be a third-party beneficiary of that agreement with independent enforcement rights. Certain other employees may also be required to enter into an agreement not to compete against The Solar Detective Business in similar businesses or other systems while employed by you, and for 12 months after employment, and an agreement not to reveal confidential information obtained during the course of their employment with you.

You are required to inform us immediately of a change of the Operating Partner or General Manager of your business operation.

You must attend any annual meeting, convention or conference of franchisees and all meetings related to new products or services, new operational procedures or programs, training, management, sales or sales promotion or similar topics that we offer, at your own expense. We do not anticipate requiring franchisees to attend meetings for more than ten days during any calendar year. You are responsible for all related travel and living expenses associated with attending any additional meetings, conventions, or conferences. As of the date of this Disclosure Document, the location, duration, frequency and content of any additional meetings, conventions, or conferences we require you to attend is unknown and will depend on the frequency with which new products or services are introduced to the System.

If you are, or at any time during the term become, a business corporation, partnership, limited liability company, or other legal entity, you must designate an "Operating Partner." Your Operating Partner must be an individual who (a) owns and controls not less than 5% of the equity and voting rights, (b) has completed our Solar Detective Initial Training Program, and (c) has the power and authority to bind you in all dealings with us. If you are a corporation, limited liability company, or partnership, your owners must personally guarantee your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete. This "Guaranty and Assumption of Obligations" is included with your Franchise Agreement.

ITEM 16 RESTRICTIONS ON WHAT FRANCHISEE MAY SELL

You must offer and sell all products and perform all services that we require for The Solar Detective Businesses. You may not offer or sell any products or perform any services that we have not authorized. We have the unlimited right to change the required and/or authorized products and services you may offer. You may not offer for sale any services or other products through the Internet or other online programming or marketing. You are not otherwise limited in the customers to whom you may sell products or services. Any requested addition to the services is required to be approved by Franchisor at Franchisors sole discretion.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	**Section in Franchise Agreement**	**Summary**
a. Length of the franchise term	Section 2.1	Ten years from the Effective Date of your Franchise Agreement.
b. Renewal or extension of the term	Section 4B	Renewal for three additional term(s) of 5 years each
c. Requirements for franchisee to renew or extend	Section 4B	You give us written notice of your decision to renew at least 6 months but not more than 12 months before the end of the expiring term, you sign our then current form of franchise agreement, you have complied with the modernization requirements for your Business, you are not in default and have satisfied your

		obligations on a timely basis, if leasing, you have written proof of your ability to remain in possession of the Business premises throughout the renewal term, you comply with our training requirements, you pay us a renewal fee, and you sign a release. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.
d. Termination by franchisee	Section 13C	You may terminate the Franchise Agreement only for a material breach by us, provided you give us written notice of the breach and allow 30 days to cure such breach.
e. Termination by franchisor without cause	Section 2A and 13B	If you fail to locate a site for your Business within 3 months after signing the Franchise Agreement or you fail to complete our Solar Detective Initial Training Program within 180 days after commencement, we may terminate the Franchise Agreement.
f. Termination by franchisor with cause	Section 13A and 13B	We can terminate the Franchise Agreement only if you default or fail to comply with your obligations.
g. "Cause" defined – curable defaults	Section 6.1	You have 10 days to cure the non-submission of reports and nonpayment of amounts due and owing, and 30 days to cure defaults for the failure to abide by our standards and requirements in connection with the operation of your business, or failure to meet any requirements or specifications established by us, and any other default not listed in (h) below.
h. "Cause" defined – non-curable defaults	Sections 2A, 5A, 5B, 5D, 9I,13A, 13B and 15P	Non-curable defaults include any material misrepresentation or omission in your application for a franchise, abandonment, loss of lease, the failure to timely cure a default under the lease, the loss of your right of possession or failure to relocate, closing of the Business, the closing of the Business by the authorities for health or public safety reasons, unauthorized use of confidential information, your insolvency, unapproved assignments or transfers, defaults that materially impair the goodwill associated with any of the Marks, criminal convictions, intentionally (or unintentionally in two or more occasions) understating or underreporting Gross Sales or other fees, multiple defaults, you employ or seek to employ, directly or indirectly, any person who is at the time or was at any time during the prior 6 months employed in any type of managerial position by us, our affiliates,

		or by any franchisee in the system, or failure to cure within 24 hours of notice a default which violates any health, cleanliness, health or sanitation
i. Franchisee's obligations on termination/non-renewal	Section 7	Obligations include complete de-identification and payment of amounts due, assignment of lease and telephone numbers upon our demand, return of Confidential Operations Manual and confidential information, proprietary materials, and related writings, cellular telephones, laptop computers, and right to purchase assets of the Business (also see (o) and (r) below).
j. Assignment of contract by franchisor	Section 11G	No restriction on our right to assign.
k. "Transfer" by franchisee definition	Section 11A	Includes any transfer of your interest in the Franchise Agreement or in the business or any ownership change listed in Section 11A of the Franchise Agreement
l. Franchisor approval of transfer by franchisee	Section 11B	We have the right to approve all transfers but will not unreasonably withhold approval
m. Conditions for franchisor approval of transfer	Sections 11B-11D	Transferee meets all of our then-current requirements for new franchisees, transfer fee and any applicable training fee paid, all amounts owed by prior franchisee paid, required modernization is completed to our then current standards regardless of cost, training completed, transferee executes then current form of franchise agreement (modified to reflect that agreement relates to a transfer), required guarantees signed, necessary financial reports and other data on franchise business is prepared, release signed by you, full compliance of your obligations under all Franchise Agreements executed between you and us, and other conditions that we may reasonably require from time to time as part of our transfer policies (also see (r) below)
n. Franchisor's right of first refusal to acquire franchisee's business	Section 11F	We can match any offer for your Businesses assets, and, in the case of a proposed stock sale, we can purchase your Business assets at a price determined by an appraiser, unless you and we agree otherwise
o. Franchisor's option to purchase your business	Section 14B	Upon termination, we have the right (but not the obligation) to purchase or designate a third party that will purchase all or any portion of the assets of your Business, including the land, building, equipment, fixtures, signs, furnishings, supplies, leasehold improvements, and inventory. Qualified appraiser(s) will determine price as set forth in the Franchise Agreement.

p. Death or disability of franchisee	Section 11E	You can transfer your franchise rights to your heir or successor in interest like any other transfer, provided the person satisfies our training requirements and other transfer conditions, but if assignee is your spouse or child, no transfer fee is required.
q. Non-competition covenants during the term of the franchise	Section 10D	Except as we otherwise agree to in writing, no direct or indirect involvement in the operation of any Competing Business (defined in (r) below) other than the one authorized in the Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 10D	No direct or indirect involvement in a Competing Business for two years (i) at the premises of the former Business (ii) within 25 miles of the former Business or (iii) within 25 miles of any other business or Business using the System. A Competing Business for purposes of the post-term non-compete includes any business which provides solar inspections.
s. Modification of the agreement	Section 15B	No modification unless agreed to in writing by both parties.
t. Integration/merger clause	Section 15B	Only the terms of the Franchise Agreement are binding (subject to state law) Any representations or promises made outside the Franchise Agreement or this Disclosure Document may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 12	Except for certain claims, all disputes must be mediated or arbitrated in the city closest to where our headquarters are located (currently, San Diego, California) (subject to state law in which the Business is located.
v. Choice of forum	Section 15.I	Litigation must be in the applicable federal or state court where our headquarters are located (currently, California) (subject to state law)
w. Choice of law	Section 15H	Except for claims under federal trademark law, and the parties rights under the Federal Arbitration Act, the law of the state where the Franchisee's Business is located will govern (subject to state law)

ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote our Franchise System. However, we may use public figures in the future.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

We compiled our information for affiliate owned The Solar Detective Business from the internal, unaudited financial statements of our affiliate for the last three fiscal years, which includes calendar year 2020 and 2021. None of the information was obtained from financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP), but all the information is believed to be reliable. Written substantiation of the data used in preparing these sales figures will be made available to you upon reasonable request.

The financial performance representations does not reflect the costs of sales, operating expenses, or other costs or expense 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 franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

You are urged to consult with your tax, financial, business, and legal advisers to conduct your own analysis with the information contained in this Item 19, including the impact of federal, state, and local taxes in your local jurisdiction.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Total Income and Open Date for Affiliate-owned and Franchise Owned The Solar Detective Businesses for the Period from January 2020 to December 31, 2021

Year	Total Income	Net Income	Net Income if a Franchise
2020	$67,787	$55,678[1]	$48,899.30
2021	$97,471	$85,553[2]	$75,805.90

Footnotes:

Footnote 1 and 2. The Net Income for the franchisee includes the ten percent (10%) royalty fee due to Franchisor.

Other than the preceding financial performance representation, The Solar Detective Franchisor does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting corporate office at 1049 Camino Del Mar, Suite 4D, Del Mar, CA 92014, (858) 519-8415, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System wide Outlet Summary
For Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Company-Owned	2019	0	1	1
	2020	1	1	0
	2021	1	1	0
Total Outlets	2019	0	1	1
	2020	1	1	0
	2021	1	1	0

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other Than the Franchisor)
For Years 2019 to 2021

State	Year	Number of Transfers
All States	2019	0
	2020	0
	2021	0
Total	2019	0
	2020	0
	2021	0

Table No. 3
Status of Franchised Outlets
For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
California	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Total	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned Outlets
For Year 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
California	2019	0	1	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Totals	2019	0	1	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

Table No. 5
Projected Openings
As of December 31, 2021

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	1	0
Totals	0	1	0

As of the date of this Disclosure Document, there are no franchisees. There have been no franchisees that have ceased to do business under the Franchise Agreement or had an outlet terminated, canceled, not renewed or who have not communicated with us, within the last ten weeks. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no franchisees have signed confidentiality clauses. We have not created, sponsored, or endorsed any trademark-specific franchisee associations.

ITEM 21 FINANCIAL STATEMENTS

Attached as Exhibit D to this Disclosure Document is our audited balance sheet, statement of operations, statement of member's capital, statement of cash flows and notes to financial statements and audited financial statement for period of March 4, 2022 through March 22, 2022.

Our fiscal year ends on December 31.

ITEM 22 CONTRACTS

Attached to this Disclosure Document are the following Exhibits:

Exhibit
A Franchise Agreement
B State Specific Addendum
C General Release (Sample Form)

There are no other contracts or agreements you are required to sign to purchase The Solar Detective Business.

ITEM 23 RECEIPTS

Exhibit I of this Disclosure Document contains the State Effective Date and detachable documents acknowledging your receipt of this Disclosure Document and all Exhibits

<u>EXHIBIT A</u>

<u>TO THE DISCLOSURE DOCUMENT</u>

FRANCHISE AGREEMENT

THE SOLAR DETECTIVE FRANCHISOR

FRANCHISE AGREEMENT

____
FRANCHISEE

____
EFFECTIVE DATE OF AGREEMENT

____
TERRITORY

____
BUSINESS NO.

TABLE OF CONTENTS

ARTICLE **PAGE**

SCHEDULE

A	Data Sheet
B	Trademarks
C	Electronic Transfer of Funds Authorization
D	Telephone Assignment Agreement
E	Personal Guarantee
F	Addendum to Franchise Agreement
G	Computer and Software Requirements

THE SOLAR DETECTIVE FRANCHISOR
FRANCHISE AGREEMENT

This Franchise Agreement is made this _______day of _______, 20___ between The Solar Detective Franchisor, a Nevada corporation with its principal business located at 1049 Camino Del Mar, Suite 4D, Del Mar, CA 92014 ("we" or "us"), and "Franchisee" or "you" as identified on the Data Sheet attached as Schedule A (the "Data Sheet"). If the franchisee is a corporation, partnership, limited liability company or other legal entity, certain provisions to this Agreement also apply to its owners.

RECITALS

A. We, The Solar Detective Franchisor, have developed a unique system for the establishment and operation of a solar inspection business for single-family homes and certain multi-family residential buildings (each, "The Solar Detective Business");

B. Our affiliate Helioserv, LLC is the owner of the Trademarks and other trademarks used in connection with the operation of a The Solar Detective Business and has granted us the right to sublicense the Trademarks and The Solar Detective System (each capitalized term as defined below);

C. You desire to develop and operate a The Solar Detective Business; and

D. We have agreed to grant you a franchise to operate a The Solar Detective Business, subject to the terms and conditions of this Agreement.

In consideration of the above and mutual premises and agreement contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

DEFINITIONS

1. For purposes of this Agreement, the terms below have the following definitions:

A. "Gross Sales" includes the total revenues and receipts from the sale of all products, services, referral fees and merchandise sold in your Business, whether under any of the Trademarks or otherwise. Its premises and all revenues derived from Gross Sales, excludes sales taxes.

B. "Manual" or "Confidential Operations Manual" means any collection of written, video, audio and/or software media (including materials distributed electronically), regardless of title and consisting of various subparts and separate components, all of which we or our agents produce and which contain specifications, standards, policies, procedures, and recommendations for your The Solar Detective Business, all of which we may change from time to time.

C. "Operating Partner" means the person designated by Franchisee (if Franchisee is a legal entity) who (i) owns at least a 5% ownership interest in Franchisee, (ii) has completed our Solar Detective Initial Training Program and (iii) has the authority to bind Franchisee in all dealings with us. If the Franchisee is one or more individuals, each individual is an Operating Partner of the franchisee. Your Operating Partner(s) are identified on the Data Sheet. Every time there is a change in the persons who are your Operating Partners, you must, within 10 days from the date of each such change, update the Data Sheet. As used in this Agreement, any reference to Operating Partner includes all Operating Partners.

D. "Business" means The Solar Detective Business you develop and operate pursuant to this Agreement.

E. "System" means The Solar Detective System, provides custom Residential Solar Inspection© reports within 24 to 48 hours after the solar inspection that cover the details of the solar equipment, the current condition and function, and a list of specialists to address any issue found during the solar inspection. You must adhere to the System regardless of the size of your Business. The System requires certain equipment, supplies, business forms, training materials. Manuals, sales techniques, methods, and procedures, all of which we may modify and change from time to time.

F. "Trademarks" means the registered The Solar Detective Trademarks that has been filed with the United States Patent and Trademark Office ("USPTO") and elsewhere and the trademarks, service marks and trade names set forth on Schedule B, as we may modify and change from time to time, and other commercial symbols used in the Business.

GRANT OF LICENSE

2. The following provisions control with respect to the license granted hereunder:

A. License, Protected Territory, Solar Detective Initial Training Program. Subject to the terms of this Agreement, we grant you the right and license to establish and operate one Business identified by The Solar Detective within the Protected Territory identified on the Data Sheet (the "Protected Territory") agreed by you and approved by us as of the date of this Agreement. You accept the license and undertake the obligation to operate the Business in the Protected Territory using the Trademarks and the System in compliance with the terms and conditions of this Agreement.

There is no standard size of an protected territory. A typical territory will contain a range between 33,000 to 38,000 single family and multi-unit residential units with solar panels. The number of homes with solar panels may differ for your Protected Territory compared to other franchisees. If you would like a larger Protected Territory you can purchase additional single family and multi-unit residential units with solar panels at a price of $1.50 for an additional home. You will be required to take an entire zip code if you want a larger Protected Territory. If you seek to renew your Franchise Agreement at the end of the initial term, your Protected Territory is subject to adjustment based on the number of new single family and multi-unit residential units with solar panels.

During the term of this Agreement and provided you are in compliance with the terms and conditions of this Agreement, we will not (i) modify the Protected Territory, (ii) establish a company-owned or franchised The Solar Detective Business within the Protected Territory, or (iii) established a company-owned or franchised Business inside the Protected Territory that offers the same products and services as your The Solar Detective Business, except for any Merger/Acquisition Activity (as described and defined below).

After you sign this Agreement but before you commence operations of the Business you must satisfactorily complete our Solar Detective Initial Training Program. It will take you approximately 63 hours to complete Solar Detective Initial Training Program, which includes classroom training and field training. Prior to attending the Solar Detective Initial Training Program, you will be required to attend and complete the following prerequisites: (i) the FAA 107 Drone Remote Pilot Certificate and successful completion of the test; (ii) intro to solar class provided by our required vendor; and (iii) the OSHA 10-hour Certificate.

B. Opening. You agree that the Business will be open and operating in accordance with the requirements of subparagraph 5.A within three months after execution of the Franchise Agreement unless we authorize in writing an extension of time. Before you open your Business for business, we will inspect your Business and provide you with a Franchise Certificate of Approval.

C. Non-exclusivity, Our Reservation of Rights. The license is limited to the right to develop and operate one Business at the Protected Territory.

The license granted to you does **not** provide you with any right to (i) sell products and services identified by the Trademarks at any location outside the Protected Territory (unless we provide you with written authorization, subject to cancelation at our sole discretion) , (ii) sell or market services through any alternative channels or methods of distribution, including the Internet (or any other existing or future form of electronic commerce), (iii) sell products and services identified by the Trademarks to any person or entity for resale or further distribution, except as we may designate in writing, or (iv) exclude, control or impose conditions on our development of future franchised, company or affiliate-owned Businesses at any time or at any location regardless of the proximity to your Protected Territory.

We retain all rights that are not expressly granted to you under this Agreement. Further, we may, among other things, on any terms and conditions we deem advisable, without compensation to any franchisee, and without granting you any rights therein:

(i) establish and/or license others to establish franchised or company-owned Businesses at any location outside your Protected Territory regardless of the proximity of such Businesses to your Protected Territory;

(ii) merge with, acquire or become associated with ("Merger/Acquisition Activity") any businesses or Businesses of any kind under other systems and/or marks, which businesses and Businesses may convert to or operate under the Trademarks and may offer or sell products and services that are the same as or similar to the services offered at or from the Business, and which Businesses may be located anywhere inside or outside of your Protected Territory; and

TRADEMARK STANDARDS AND REQUIREMENTS

3. You acknowledge and agree that the Trademarks are the property of our affiliate, HelioServ, LLC and we have the right to license the use of the Trademarks to you and others. You further acknowledge that your right to use the Trademarks is specifically conditioned upon the following:

A. <u>Trademark Ownership.</u> The Trademarks are the valuable property of our affiliate, HelioServ, LLC, and we have all right, title, and interest in and to the Trademarks and all past, present, or future goodwill of the Business and of the business conducted in the Protected Territory that is associated with or attributable to the Trademarks. Your use of the Trademarks will inure to the benefit us. You may not, during or after the term of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm, or contest our rights in any of the Trademarks or the goodwill associated with the Trademarks, including any use of the Trademarks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media.

B. <u>Trademark Use.</u> You may not use, or permit the use of, any trademarks, trade names or service marks in connection with the Business except those set forth in Schedule B or except as we otherwise direct in writing. You may use the Trademarks only in connection with such products and services as we specify and only in the form and manner we prescribe in writing. You must comply with all trademark, trade name and service mark notice marking requirements. You may use the Trademarks only in association with products and services approved by us and that meet our standards or requirements with respect to quality, mode and condition of storage, production, preparation and sale, and portion and packaging.

C. <u>Business Identification.</u> You must use the name The Solar Detective as the trade name of the Business, and you may not use any other mark or words to identify the Business without our prior written consent. You may not, however, use the word “THE SOLAR DETECTIVE” or any of the other Trademarks as part of the legal name of your corporation, partnership, limited liability company or other similar entity. You may use the Trademarks on various materials, such as business cards, stationery and checks, provided you (i) accurately depict the Trademarks on the materials as we prescribe, (ii) include a statement on the materials indicating that the business is independently owned and operated by you, (iii) do not use the Trademarks in connection with any other trademarks, trade names or service marks unless we specifically approve in writing prior to such use, and (iv) make available to us, upon our request, a copy of any materials depicting the Trademarks. You must post a prominent sign on your vehicle identifying you as a THE SOLAR DETECTIVE franchisee in a format we deem reasonably acceptable, including an acknowledgment that you independently own and operate the Business and that The Solar Detective Trademark is owned by us, and your use is under a license we have issued to you. All signs must comply at all times with our guidelines, requirements, and practices, as they are modified from time to time.

D. Litigation. In the event any person or entity improperly uses or infringes the Trademarks or challenges your use or our use or ownership of the Trademarks, our affiliate and we will control all litigation and our affiliate, and we have the right to determine whether suit will be instituted, prosecuted, or settled, the terms of settlement and whether any other action will be taken. You must promptly notify us of any such use or infringement of which you are aware or any challenge or claim arising out of your use of any Trademark. You must take reasonable steps, without compensation, to assist us with any action we undertake. We and our affiliate will be responsible for our fees and expenses with any such action, unless the challenge or claim results from your misuse of the Trademarks in violation of this Agreement, in which case you must reimburse us and our affiliate for our fees and expenses.

E. Changes. You may not make any changes or substitutions to the Trademarks unless we direct in writing. We reserve the right to change the Trademarks at any time. Upon receipt of our notice to change the Trademarks, you must cease using the former Trademarks and commence using the changed Trademarks. We will reimburse you for any out-of-pocket expenses you incur in connection with any change to the Trademarks on your letterhead, provided, however, that our reimbursement obligation during the Term of this Agreement will not exceed $250.

F. Creative Works. All ideas, concepts, techniques, or materials concerning The Solar Detective Business, whether or not protectable intellectual property and whether created by or for you or one of your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you must assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

TERM AND RENEWAL

4. The following provisions control with respect to the term and renewal of this Agreement:

A. Term. The initial term of this Agreement is ten years unless this Agreement is sooner terminated in accordance with Paragraph 13. The initial term commences upon the Effective Date (as defined in subparagraph 15.P) of this Agreement.

B. Renewal Term and Conditions of Renewal. You may renew your license for three renewal terms of five years each, provided that with respect to each renewal (i) you have given us written notice of your decision to renew at least six months but not more than 12 months prior to the end of the expiring term, (ii) you sign our then-current form of franchise agreement (modified to reflect any additional renewal term(s) upon expiration and other modifications to reflect that the agreement relates to the grant of a renewal), the terms of which may differ from this Agreement, including higher fees, reduced Protected Territory (iii) you have complied with the provisions of subparagraph 5E regarding modernization and you perform any further items of modernization and/or replacement of the building, premises, trade dress, equipment and grounds as may be necessary for your Business to conform to the standards then applicable to new The Solar Detective Businesses, regardless of the cost of such modernizations and/or replacements, (iv) you are not in default of this Agreement or any other agreement pertaining to the franchise granted, have satisfied all monetary and material obligations on a timely basis during the term and are in good standing, (v) you comply with our then-current training requirements, (vi) you pay us, at least 30 days prior to the end of the expiring term, a renewal fee in the amount of 10% of our then-current initial franchise fee, and (vii) you and your Operating Partner (s) and guarantors execute a general release of claims in a form we prescribe.

C. Interim Period. If you do not exercise your right to renew this Franchise Agreement prior to the expiration of this Agreement and continue to accept the benefits of this Agreement after the expiration of this Agreement, then at our option, this Agreement may be treated either as (i) expired as of the date of expiration with you then operating a franchise without the right to do so and in violation of our rights, or (ii) continued on a month-to-month basis ("Interim Period") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all of your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on you upon expiration of this Agreement will be deemed to take effect upon termination of the Interim Period.

FACILITY STANDARDS AND MAINTENANCE

5. You acknowledge and agree that we have the right to establish, from time to time, quality standards regarding the business operations of The Solar Detective Businesses to protect the distinction, goodwill and uniformity symbolized by the Trademarks and the System. Accordingly, you agree to maintain and comply with our quality standards and agree to the following terms and conditions:

A. Business Facility Site Under Control. You are not required to purchase or lease a site to operate your Business. You can operate your business from your home. Your Business location must be located in your Protected Territory.

You may not open your Business for business until we provide you with a Franchise Certificate of Approval and we have consented to your opening date. A Franchise Certificate of Approval may be obtained only after you have paid all franchise fees, secured your business license, completed all prerequisite and corporate training, provided us with proof of insurance naming us as an additional insured, secured your approved vehicle with required signage and acquired all required equipment. If you do not pass your initial inspection, you will be charged for all costs and expenses incurred by us in sending an inspector to re-inspect your Business. We are not responsible or liable for any of your pre-opening obligations, losses, or expenses you might incur for your failure to comply with these obligations or your failure to open by a particular date. We also are entitled to injunctive relief or specific performance under subparagraph 12.C for your failure to comply with your obligations.

B. Maintenance. The vehicle, equipment, signage, and tools employed in the operation of your Business must be maintained and refreshed in accordance with our requirements established periodically and any of our reasonable schedules prepared based upon periodic evaluations by our representatives. Within a period of 30-60 days (as we determine depending on the work needed) after the receipt of any particular report prepared following such an evaluation, you must effect the items of maintenance we designate, including the repair of defective items and/or the replacement of irreparable or obsolete items of equipment and signage. If, however, any condition presents a threat to customers or public health or safety, you must effect the items of maintenance immediately, as further described in subparagraph 6. G. As between us and you, you are solely responsible for the safety and well-bring of your employees and the customers of the Business.

C. Relocation. If you voluntarily decide to relocate the Business, your right to relocate the Business will be void and your interest in this Agreement will be voluntarily abandoned, unless you have given us notice of your intent to relocate not less than 180 days prior to closing the Business, you have been approved by us of a new Protected Territory and have opened the new Business for business within 60 days of such closure. You must pay us a relocation fee equal to 25% of the then-current initial franchise fee to cover our costs associated with the relocation.

D. Modernization or Replacement. From time to time as we require, you must effect items of modernization and/or replacement of the vehicle, equipment as may be necessary for your Business to conform to the standards for similarly situated new The Solar Detective Businesses. Furthermore, in addition to performing general continued maintenance and refreshing of the Business, you must effect any required expenditures for equipment or improvements necessary to prepare new services or products. We will not require you to spend more than $25,000 on Business modernization and replacement during the initial term of this Agreement. However, a transfer under Section 11.D.4 will require modernized of the Business to our then current standards regardless of cost.

Each and every transfer of any interest in this Agreement or your business governed by Paragraph 11, or any renewal covered by Paragraph 4 is expressly conditioned upon your compliance with these modernization or replacement requirements at the time of transfer or renewal.

You acknowledge and agree that the requirements of this subparagraph 5.D are both reasonable and necessary to ensure continued public acceptance and patronage of The Solar Detective Businesses and to avoid deterioration or obsolescence in connection with the operation of the Business. If you fail to make any improvement as required by this subparagraph or perform the maintenance described in subparagraph 5.B, we may, in addition to our other rights in this Agreement, effect such improvement or maintenance and you must reimburse us for the costs we incur.

PRODUCTS AND OPERATIONS STANDARDS AND REQUIREMENTS

6. You must implement and abide by our requirements and recommendations directed to enhancing substantial System uniformity. The following provisions control with respect to products and operations:

A. Authorized Services and Products. You are required to offer and provide all products and services in the operation of our Business during the term of the Franchise Agreement, including solar inspection and cleaning of solar panels. If Franchisor creates new products or services during the term of the Franchise Agreement you are required to offer the new products and services and acquire all additional equipment and tools necessary to provide such new products or services at your sole cost and expense. You may also be required to attend additional training to provide such new products and services. Franchisee will not be allowed to offer solar panel sales, installations, or repair services and you will only be allowed to service commercial customers on written approval by Franchisor.

B. Approved Supplies and Suppliers. We will furnish to you from time to time lists of approved supplies or approved suppliers. You must only use approved products, services, inventory, equipment, drones, signs, advertising materials, trademarked items and novelties, and other items or services (collectively, "Approved Supplies") in connection with the operation of the Business as set forth in the Approved Supplies lists, as we may amend from time to time. Failure by Franchisee to use all approved vendors, and equipment shall be considered a default under the Agreement. Although we do not do so for every item, we have the right to approve the manufacturer, distributor and/or supplier of Approved Supplies (an "Approved Supplier"). You acknowledge and agree that certain Approved Suppliers may only be available from one required Approved Supplier source, and we may be that source. For example, you must purchase all trademarked retail items, and certain products, supplies, equipment and materials from us or our designated supplier. You will pay the then-current price in effect for Approved Supplies purchased from us, or affiliates or any third party we designate. All inventory, products, materials and other items and supplies used in the operation of the Business that are not included in the Approved Supplies or Approved Suppliers lists must conform to the specifications and standards we establish from time to time. ALTHOUGH APPROVED OR DESIGNATED BY US, WE MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICES, PRODUCTS, EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, OR OTHER APPROVED ITEMS IN ADDITION, WE DISCLAIM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED OR PRODUCTS FURNISHED BY ANY SUPPLIER APPROVED OR DESIGNATED BY US OUR APPROVAL OR CONSENT TO ANY SERVICES, GOODS,

SUPPLIERS, OR ANY OTHER INDIVIDUAL, ENTITY OR ANY ITEM SHALL NOT CREATE ANY LIABILITY TO US.

C. Inspection Support Network ("ISN"). You must use the ISN software system from our required supplier, including all future updates, supplements, and modifications (the "ISN System"). The ISN System provides management, scheduling, automated emailing, inspection data, professional order confirmations and many other features to streamline your Business.

D. Inspection App. You will be given access to use the Inspection App and the cost to use it is included in the Technology Fee. The Inspection App allows you to work across multiple platforms, i.e. your phone app and desktop. The app is available offline if you're out of a cellular service area. The Inspection app will be used to generate the Residential Solar Inspection© report in a PDF format along with Requests for Quote or Service. The Franchisor may change providers if another solution is deemed to have better capabilities and is cost effective.

E. Promotional Items. All sales promotion material, customer goodwill items, used in the sales promotion, sale and of products and services covered by this Agreement are subject to our approval and must, where practicable, contain one or more of the Trademarks. You must purchase these items from our Approved Suppliers.

F. Evaluations. We or our authorized representative have the right to enter your Business at all reasonable times during the business day for the purpose of making periodic evaluations and to ascertain if the provisions of this Agreement are being observed by you, to inspect and evaluate your vehicle, equipment, tools, and Systems. Any failure of an inspection is a default under Section 13.A of this Agreement. Further, if we determine that any condition in the Business presents a threat to customers or public health or safety, we may take whatever measures we deem necessary, including requiring you to immediately close the Business until the situation is remedied to our satisfaction. Our inspections and evaluations may include a "mystery shopper" program from time to time throughout the term of this Agreement. If you fail an evaluation by us or by a mystery shopper or if we receive a specific customer complaint, you must pay the costs and expenses of subsequent "mystery shopper" visits.

G. Period of Operation. Subject to any contrary requirements of local law, your Business must be opened to the public and operated during the days and times set forth in the Confidential Operations Manual. You acknowledge and agree that if your Business is closed for a period of two consecutive days or five or more days in any 12-month period without our prior written consent, such closure constitutes your voluntary abandonment of the franchise and business, and we have the right, in addition to other remedies provided for herein, to terminate this Agreement. Acts of force majeure, as defined in subparagraph 16.M, that prevent you from complying with the foregoing will not constitute an abandonment of the franchise business as noted in this Section 6.H.

H. Operating Procedures. You must adopt and use as your continuing operational routine the required standards, service style, procedures, techniques, and management systems described in our Confidential Operations Manual or other written materials relating to inspection procedures, customer support, uniforms, financial management, equipment, and sanitation. We will revise the Confidential Operations Manual and these standards, procedures, techniques, and management systems periodically to meet changing conditions of solar inspection in the best interest of Businesses operating under the Trademarks. Any required standards exist to protect our interests in the System and the Trademarks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. You must use your best efforts to promote and increase the sales and service and to effect the widest and best possible distribution throughout the Protected Territory.

You acknowledge having received one copy of the Confidential Operations Manual on loan from us for the term of this Agreement. The Confidential Operations Manual is at all times our sole property. You must at all times treat the Confidential Operations Manual, and the information it contains, as secret and confidential, and must use all reasonable efforts to maintain such information as secret and confidential. We may from time to time revise the contents of the Confidential Operations Manual and you expressly agree to comply with each new or changed requirement. You must at all times ensure that your copy of the Confidential Operations Manual is kept current and up to date, and in the event of any dispute as to the contents of said Confidential Operations Manual, the terms of the master copy of the Confidential Operations Manual that we maintain are controlling. You acknowledge and agree that in the future the Confidential Operations Manual and other system communications may only be available on the Internet or other online or computer communications.

I. <u>Confidential Information.</u> You, the Operating Partners, and your manager may not, during the term of this Agreement or thereafter, disclose, copy, reproduce, sell, or use for the benefit of any other person or entity Confidential Information, except to such employees that must have access to it to operate the Business. For purposes of this Agreement, "Confidential Information" means the whole or any portion of know-how, knowledge, methods, specifications, solar inspection report verbiage, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors and any proprietary information contained in the Confidential Operations Manual or otherwise communicated to you in writing, verbally or through the Internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the Business, as well as the content of this Agreement and any other document executed in connection with this Agreement. Any and all Confidential Information, including, without limitation, proprietary inspection reports, customer lists, methods, procedures, suggested pricing, specifications, processes, materials, techniques, and other data, may not be used for any purpose other than operating the Business. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from any persons owning a majority interest in the franchise, the Operating Partners, your manager, and other employees. You must provide executed copies of these agreements to us upon our request. Notwithstanding the foregoing, you are authorized to disclose the terms of this Agreement to any lender providing you financing for the Business as well as to your landlord.

J. <u>Compliance with Law, Licenses and Permits.</u> You must at all times conduct your Business operations in compliance with all applicable laws, regulations, codes, and ordinances. You must secure and maintain in force all required licenses, permits and certificates relating to your Business.

You acknowledge that you are an independent business and responsible for control and management of your Business, including, but not limited to, the hiring and discharging of your employees and setting and paying wages and benefits of your employees. You acknowledge that we have no power, responsibility, or liability in respect to the hiring, discharging, setting, and paying of wages or related matters.

You must immediately notify us in writing of any claim; litigation or proceeding that arises from or affects the operation or financial condition of your The Solar Detective Business, including any notices from any governmental agency or negative reviews on any social media platform.

K. <u>Participation in Internet Websites or Other Online Communications.</u> We may require you, at your expense, to participate in our The Solar Detective website on the Internet, our intranet system or extranet system or other online communications as we may require. We have the right to determine the content and use of our website and intranet or extranet system and will establish the rules under which franchisees may or must participate. You may not separately register any domain name containing any of the Trademarks, participate in any website or social media platform that markets goods and services similar to a The Solar Detective Business, or operate a website for your Business that does not link to our website. We retain all rights relating to our website and intranet system and may alter or terminate our website, extranet system, or intranet system. Your general conduct on our website and intranet and extranet systems or other online communications (including social media) and specifically your use of the Trademarks or any advertising is subject to the provisions of this Agreement. You acknowledge that certain information related to your participation in our website or intranet system may be considered Confidential Information, including access codes and identification codes. Your right to participate in our website and intranet or extranet system, or otherwise use the Trademarks or System on the Internet or other online communications, will terminate when this Agreement expires or terminates.

L. System Modifications. You acknowledge and agree that we have the right to modify, add to or rescind any requirement, standard or specification that we prescribe under this Agreement to adapt the System to changing conditions competitive circumstances, business strategies, business practices and technological innovations and other changes as we deem appropriate. You must comply with these modifications, additions, or rescissions at your expense, subject to any express limitations set forth in this Agreement.

M. Suggested Pricing Policies. You generally have the right to establish prices for the services and other products and services you sell. We may, from time to time, suggest prices for the products and services you sell. We do, however, have the right to modify the services or System to give us the right to establish prices, both minimum and maximum, which you will be required to comply with. Any such modification will be in writing. Unless we so modify the services or our System, any list or schedule of prices we furnish to you is a recommendation only and any decision you make to accept or reject the suggestion will not in any way affect the relationship between you and us.

PERSONNEL AND SUPERVISION STANDARDS

7. The following provisions and conditions control with respect to personnel, training, and supervision:

A. Supervision. You (if Franchisee is an individual) or one of your owners (if Franchisee is a legal agent) must devote adequate time and best efforts to the management and operation of your Business. You must devote a minimum of twenty (20) hours per week to managing your Business. If you have multiple Businesses, you must devote a minimum of forty (40) hours per week to managing your Business. You may hire an Assistant Business Leader to assist you in managing the day-to-day operations of the Business. Any Assistant Business Leader or replacement Assistant Business Leader(s) you hire must complete our training as described in subparagraphs 7.B – 7.E. Any Assistant Business Leader(s) or replacement Assistant Business Leader(s) you hire must be trained by us. Any Assistant Business Leader you may hire need not have any interest in Franchisee. The use of an Assistant Business Leader in no way relieves you of your obligations to comply with this Agreement and to ensure that the Business is properly operated.

B. Training. You must comply with all of the training requirements we prescribe for the Business to be developed under this Agreement. You (or if Franchisee is a legal entity your Operating Partner) must complete our Solar Detective Initial Training Program to our satisfaction and prerequisite training requirements.

We will provide our Solar Detective Initial Training Program to you (or your Operating Partner) and one (1) additional persons without charging you a fee. You, however, are responsible for paying all costs of daily living expenses, including hotel and transportation costs, for these individuals to attend our Solar Detective Initial Training Program. If you would like us to train more than the two individuals noted above, or if it becomes necessary to retrain a certain individual, we will charge you our then-current training fee, which fee will not exceed $300 per person, per training session. You will be responsible for paying all costs and other daily expenses for any additional person who attends our Solar Detective Initial Training Program.

We also will provide you with up to sixty-three (63) hours of training which will consist of 17 hours of classroom instruction and 46 hours of field training. We will also provide up to three (3) days of training in your Protected Territory within the first sixty (60) days you open for Business. Specifically, when your Business is ready to open, we will, at our cost, send our Training Team to your Business. However, if your Business is 50 miles beyond the San Diego County, you will be responsible for the airfare, hotel, and rental car expense for our Training Team.

The training requirements may vary depending on your experience and the experience of any manager you hire or other factors specific to the Business. In the event you are given notice of default as set forth in subparagraphs 13.A and 13.B, and the default relates, in whole or in part, to your failure to meet any operational standards, we have the right to require as a condition of curing the default that you and your manager, at your expense, comply with the additional training requirements we prescribe. Any new manager you hire must comply with our training requirements within a reasonable time as we specify. The training of new managers generally occurs at our corporate headquarters, but we may schedule your training at another site. Under no circumstances may you permit the management of the Business's operation on a regular basis by a person who has not successfully completed to our reasonable satisfaction all applicable training we require.

If you request additional training or if we determine that it is necessary to provide you with more training, we may require you to pay to us for each additional training day at our then-current daily training fee.

C. Ongoing Training. We may require you, your manager, and other employees of the Business to attend, at your expense, ongoing training at our training facility, in the Protected Territory, or other location we designate. If you request training in addition to the Solar Detective Initial Training Program identified above, you must pay to us our then-current daily training fee plus expenses.

D. Staffing. You will employ a sufficient number of competent and trained employees to ensure efficient service to your customers. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever.

E. Attendance at Meetings. You must attend, at your expense, any annual franchise conventions we may hold or sponsor and all meetings relating to new products or product preparation procedures, new operational procedures or programs, training. Business management, sales or sales promotion, or similar topics. If you are not able to attend a meeting or convention, you must notify us prior to the meeting and must have a substitute person acceptable to us attend the meeting.

ADVERTISING

8. You agree to actively promote your Business, to abide by all of our advertising requirements and to comply with the following provisions:

A. Grand Opening Marketing. You must spend at least $3,000 and up to $5,000 on a grand opening campaign which will include promotional elements and social media (the "Grand Opening Marketing Campaign"). All grand opening marketing and promotion must be approved by us. Your Grand Opening Marketing Campaign expenditures will not count towards your first-year local advertising requirements.

B. Approved Materials. You must use only such marketing materials (including any print, radio, television, electronic, social media, or other media forms that may become available in the future) as we furnish, approve, or make available, and the materials must be used only in a manner that we prescribe. Furthermore, any promotional activities you conduct in the Business are subject to our approval. We will not unreasonably withhold approval of any sales promotion materials or media and activities, provided that they are current, in good condition, in good taste and accurately depict the Trademarks.

FEES, REPORTING AND AUDIT RIGHTS

9. You must pay the fees described below and comply with the following provisions:

A. Initial Franchise Fee. You must pay to us an Initial Franchise Fee of $45,000. The Initial Franchise Fee must be paid at the time you sign this Agreement, is fully earned upon receipt, and is nonrefundable.

B. Royalty Fee. In addition to the Initial Franchise Fee, during the full term of this Agreement, or any Interim Period, and in consideration of the rights granted to you, you must pay to us per transaction after the first month your Business is opened to the public. Royalty Fee equal to 10% of Gross Sales or $300 per month whichever is greater. The Franchisor will collect all money from franchisees customers and remit the balance to franchisee not less frequently than weekly after royalty fees have been paid.

C. Uniforms, Merchandise and Business Supplies. Prior to the opening of your Business, you must procure all required uniforms, merchandise, and Business supplies, depending on the size of your Business, from either us or an approved vender.

D. Technology Fee. You must pay us a monthly fee in the amount of $100 for The Solar Detective Technology. The fee will cover our expenses associated with furnishing one user with our franchise management software, creating email accounts, email marketing, and providing technology administration and maintenance according to our then current guidelines and procedures, which may change from time to time. The monthly Technology Fee is non-refundable, and you will begin paying once you commence operation of your Business. We reserve the right to increase or decrease the monthly fee each calendar year. We will provide you with written notice of any change to the fee 14 days prior to any change. The Franchisor will collect all money from franchisees customers and remit the balance to franchisee not less frequently than weekly.

E. Transaction Fee. You must pay us a Transaction Fee of $25 for each payment received for Inspection services, cleaning services and any other products or services authorized in the future.

F. Computations and Remittances. Except for the Initial Franchise Fee, we will collect all electronic payments from customers, withhold appropriate fees including a Transaction Fee, Royalty Fees for each payment processed and remit the balance to franchisees not less frequently than weekly. You will deposit in our bank account all checks and cash received from clients within 72 hours of receipt. You must certify the computation of the amounts in the manner and form we specify, and you must supply to us any supporting or supplementary materials as we reasonably require to verify the accuracy of remittances. You waive any and all existing and future claims and offsets against any amounts due under this Agreement, which amounts you must pay when due. We have the right to apply or cause to be applied against amounts due to us any amounts that we may hold from time to time on your behalf or that we owe to you.

G. Electronic Transfer of Funds. You must sign an electronic transfer of funds authorization, attached as Schedule C, to authorize and direct your bank or financial institution to transfer electronically, directly to our account and to charge to your account all amounts due to us, from fees you may collect from payments of checks and cash. You will pay us the Technology Fee on a monthly basis via electronic transfer. You must maintain a balance in your account sufficient to allow us to collect the amounts owed when due. You are responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this subparagraph.

H. Interest Charges: Late Fees. Any and all amounts that you owe to us will bear interest at the rate of 10% per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual. In addition to interest charges on late Royalty Fee payments, you must pay to us a service charge of 10% of the delinquent amount for each delinquent report or payment that you owe to us under this Agreement. A payment is delinquent for any of the following reasons (i) we do not receive the payment on or before the date due, or (ii) there are insufficient funds in your bank account to collect the total payment by a transfer of funds on or after the date due. The service charge is not interest or a penalty, it is only to compensate us for increased administrative and management costs due to late payment.

I. Financial Planning and Management. You must keep books and records and submit reports as we periodically require, including but not limited to a monthly profit plan, monthly balance sheet and monthly statement of profit and loss, records of prices and special sales, check registers, purchase records, invoices, sales summaries and inventories, payroll records, cash disbursement journals and general ledgers, all of which accurately reflect the operations and condition of your Business operations. You must compile, keep, and submit to us the books, records and reports on the forms and using the methods of bookkeeping and accounting as we periodically may prescribe. The records that you are required to keep for your Business must include detailed daily sales, cost of sales, and other relevant records or information maintained in an electronic media format and methodology we approve. You must provide this information to us according to reporting formats, methodologies, and time schedules that we establish from time to time. You also must preserve and retain the books, records, and reports for not less than five years. You must allow us electronic and manual access to any and all records relating to your Business.

J. Reports and Audit. Within ten days after the end of each month, you must submit to us a report of your Gross Sales with respect to the preceding month in the form and content as we periodically prescribe. The report must include, but not be limited to, the following information for the preceding month (i) amount of Gross Sales and gross receipts of the Business, the computation of the Royalty Fee, (ii) quantities of products purchased and the sources from which each were obtained, (iii) sales summary and monthly balance sheet and statement of profit and loss, including a summary of your costs for labor, and other material cost items (iv) if requested by us to verify your Gross Sales, all such books and records as we may require under our audit policies published from time to time. You also must, at your expense, submit to us within 90 days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year. We may require that the annual financial statements be reviewed by a certified public accountant. You must certify all reports to be true and correct. You acknowledge and agree that we have the right to impose these requirements on you regardless of whether we impose the same requirement on our other franchisees.

We or our authorized representative have the right at all times during the business day to enter the premises where your books and records relative to the Business are kept and to evaluate, copy and audit such books and records. We also have the right to request information from your suppliers and vendors. In the event that any such evaluation or audit reveals any understatement of 2% or more of your Gross Sales, you must pay for the audit, and in addition to any other rights we may have, we have the right to conduct further periodic audits and evaluations of your books and records as we reasonably deem necessary for up to three years thereafter and any further audits and evaluations will be at your sole expense, including, without limitation, professional fees, travel, and room and board expenses directly related thereto. Furthermore, if you intentionally understate or underreport Gross Sales at any time, or if a subsequent audit or evaluation conducted within the three-year period reveals any understatement of your Gross Sales of 2% or more, in addition to any other remedies provided for in this Agreement, at law or in equity, we have the right to terminate this Agreement immediately. In order to verify the information that you supply, we have the right to reconstruct your sales through any reasonable method of analyzing and reconstructing sales. You agree to accept any such reconstruction of sales unless you provide evidence in a form satisfactory to us of your sales within a period of 14 days from the date of notice of understatement or variance. You must fully cooperate with us or our representative in performing these activities and any expenses incurred by us from your lack of cooperation shall be reimbursed by you.

We will keep your financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding or in a manner as set forth in subparagraph 11.D.8 or where your information is grouped with similar information from other Businesses to produce shared results like high-low ranges or average gross sales or expenses on a system-wide or regional basis.

YOUR OTHER OBLIGATIONS; NONCOMPETE COVENANTS

10. You agree to comply with the following terms and conditions:

A. Payment of Debts. You agree to pay promptly when due (i) all payments, obligations, assessments, and taxes due and payable to us and our vendors, suppliers, lessors, federal, state, or local governments, or creditors in connection with your business, (ii) all liens and encumbrances of every kind and character created or placed upon or against any of the property used in connection with the Business, and (iii) all accounts and other indebtedness of every kind incurred by you in operating the Business. In the event you default in making any such payment, we are authorized, but not required, to pay the same on your behalf and you agree promptly to reimburse us on demand for any such payment.

B. Indemnification. You waive all claims against us for damages to property or injuries to persons arising out of the operation of your Business. You must fully protect, indemnify and hold us and our owners, directors, officers, insurers, successors and assigns harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of your Business (regardless of cause or any concurrent or contributing fault or negligence of us) or any breach by you or your failure to comply with the terms and conditions of this Agreement. We also reserve the right to select our own legal counsel to represent our interests, and you must reimburse us for all our costs and all attorneys' fees immediately upon our request as they are incurred.

We waive all claims against you for damages to property or injuries to persons arising out of the operation of our company-owned Business. We must fully protect, indemnify and defend you and your affiliates and hold you and them harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of our company-owned Businesses (regardless of cause or any concurrent or contributing fault or negligence of you) or any breach by us or our failure to comply with the terms and conditions of this Agreement.

C. Insurance. You must purchase and maintain in full force and effect, at your expense insurance that insures both you and us, and any other persons we designate by name. You must obtain your insurance from the source we designate. The insurance policy or policies must be written in accordance with the standards and specifications (including minimum coverage amounts) set forth in writing by us from time to time, and, at a minimum, must include the following (except as different coverages and policy limits may be specified for all franchisees from time to time in writing) (i) "special" causes of loss coverage forms (sometimes called "All Risk Coverage" or "All Peril Coverage") on the Business, Business improvements and all fixtures, equipment, supplies and other property used in the operation of the Business, for full repay and replacement value, except that an appropriate deductible clause is permitted, (ii) business interruption insurance covering a minimum of 12 months loss of income, including coverage for our Royalty Fees (for example, in the event of a fire or destruction of the premises, the insurance must cover our average royalty payments (based on the previous 12-month timeframe, or if a shorter timeframe, the total operating timeframe for the Business) during the rebuilding process), (iii) comprehensive general liability insurance including contractual liability insurance, (iv) workers' compensation insurance covering all of your employees, (v) motor vehicle insurance, (vi) umbrella liability insurance which also includes employers liability, (vii) The Solar Detective Franchisor named as an additional insured on all liability policies required by this subparagraph, (viii) severability of interests and/or separation of insureds provisions must be included in the liability policies and all policies must be primary and non-contributing with any insurance policy earned by The Solar Detective Franchisor, and (ix) any other such insurance coverages or amounts as required by law or other agreement related to the Business.

The insurance coverages referenced above must commence as of the date you commence operations in the Protected Territory. You must deliver to us at commencement and annually or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this subparagraph. The insurance certificate must show our status as an additional insured and provide that we will be given 30 days' prior written notice of a material change in or termination or cancellation of the policy. We require you to provide full and complete copies of all insurance policies. We may from time to time modify the required minimum limits and require additional insurance coverages, by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in The Solar Detective System, standards of liability and higher damage awards. If you do not procure and maintain the required insurance coverage required by this Agreement, we have the right, but not the obligation, to procure insurance coverage and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so. You must pay these amounts to us immediately upon written notice.

D. Noncompete Covenants. You agree that you will receive valuable training. Confidential Information and goodwill that you otherwise would not receive or have access to but for the rights licensed to you under this Agreement. You therefore agree to the following noncompetition covenants:

1. Unless otherwise specified, the term “you” as used in this subparagraph 10.D includes, collectively and individually, all Operating Partners, guarantors, officers, directors, members, managers, partners, employees as the case may be, and holders of any ownership interest in you. We may require you to obtain from your manager and other individuals identified in the preceding sentence a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this subparagraph 10 D.

2. You covenant that during the term of this Agreement or during any Interim Period you will not, except as we otherwise agree to in writing, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with, or have any interest in any Competing Business (as defined below).

3. You covenant that you will not, for a period of two years after the expiration or termination of this Agreement, or after the expiration of any Interim Period, regardless of the cause of termination, or within two years of the sale of the Business or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with, or have any interest in a Competing Business:

a. In the Protected Territory of the former Business,

b. Within 25 miles of the Protected Territory of the former Business, or

c. Within 25 miles of any other business or Business using The Solar Detective System, whether franchised or owned by us.

For purposes of this Section 10.D, a Competing Business includes any business where its sales include solar inspection services and cleaning of solar panels for single-family homes and certain multi-family residential buildings.

4. You agree that the length of time in subpart (3) will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement.

TRANSFER OF FRANCHISE

11. You agree that the following provisions govern any transfer or proposed transfer:

A. Transfers. We have entered into this Agreement with specific reliance upon your financial qualifications, experience, skills, and managerial qualifications as being essential to the satisfactory operation of the Business. Consequently, neither your interest in this Agreement nor in the Business may be transferred or assigned to or assumed by any other person or entity (the “assignee”), in whole or in part, unless you have first tendered to us the right of first refusal to acquire this Agreement in accordance with subparagraph 11.F, and, if we do not exercise such right, unless our prior written consent is obtained, the transfer fee provided for in subparagraph 11.C is paid, and the transfer conditions described in subparagraph 11.D are satisfied. Any sale (including installment sale), lease, pledge, management agreement, contract for deed, option agreement, assignment, bequest, gift or otherwise, or any arrangement pursuant to which you turn over all or part of the daily operation of the business to a person or entity who shares in the losses or profits of the business in a manner other than as an employee will be considered a transfer for purposes of this Agreement. Specifically, but without limiting the generality of the foregoing, the following events constitute a transfer, and you must comply with the right of first refusal, consent, transfer fee, and other transfer conditions in this Paragraph 11:

1. Any change, pledge, or seizure of any ownership interest in you that affects the ownership of 25% or more of you, or

2. Any change in the general partner of a franchisee that is a general, limited, or other partnership entity, or

In the event of your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, if your legal representative, successor, receiver or trustee desires to succeed to your interest in this Agreement or the business conducted hereunder, such person first must notify us, tender the right of first refusal provided for in subparagraph 11.F, and if we do not exercise such right, must apply for and obtain our consent to the transfer, pay the transfer fee provided for in subparagraph 11.C, and satisfy the transfer conditions described in subparagraph 11.D. In addition, you or the assignee must pay the attorneys' fees and costs that we incur in any bankruptcy or insolvency proceeding pertaining to you.

You may not place in, on or upon the location of the Business, or in any communication media or any form of advertising, any information relating to the sale of the Business or the rights under this Agreement, without our prior written consent.

B. Consent to Transfer. We will not unreasonably withhold our consent to transfer, provided we determine that all of the conditions described in this Paragraph 11 have been satisfied. Application for our consent to a transfer and tender of the right of first refusal provided for in subparagraph 11.F must be made by submission of our form of application for consent to transfer, which must be accompanied by the documents (including a copy of the proposed purchase or other transfer agreement) and other required information. The application must indicate whether you or an Operating Partner proposes to retain a security interest in the property to be transferred. No security interest may be retained or created, however, without our prior written consent and except upon conditions acceptable to us. Any agreement used in connection with a transfer will be subject to our prior written approval, which approval will not be withheld unreasonably. You immediately must notify us of any proposed transfer and must submit promptly to us the application for consent to transfer. Any attempted transfer by you without our prior written consent or otherwise not in compliance with the terms of this Agreement will be void, your interest in this Agreement will be voluntarily abandoned, and it will provide us with the right to elect either to deem you in default and terminate this Agreement or to collect from you and the guarantors a transfer fee equal to two times the transfer fee provided for in subparagraph 11.C.

C. Transfer Fee. You must pay to us a transfer fee in the amount of 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 do not impact the controlling interest in the franchisee entity. The transfer fee is nonrefundable even if, for any reason, the proposed transfer does not occur.

D. Conditions of Transfer. We condition our consent to any proposed transfer, whether to an individual, a corporation, a partnership, or any other entity upon the following:

1. Assignee Requirements. The assignee must meet all of our then-current requirements for The Solar Detective franchise program we are offering at the time of the proposed transfer and sign our then-current form of franchise agreement modified to reflect the term remaining under this Agreement.

2. Payment of Amounts Owed. All amounts owed by you to us or your suppliers or upon which we have any contingent liability must be paid in full.

3. Reports. You must have provided all required reports to us in accordance with subparagraph 9.I.

4. Modernization. You must have complied with the provisions of subparagraph 5.D.

5. Guarantee. In the case of an installment sale for which we have consented to you or any Operating Partner retaining a security interest or other financial interest in this Agreement or the business operated thereunder, you or such Operating Partner, and the guarantors, are obligated to guarantee the performance under this Agreement until the final close of the installment sale or the termination of such interest, as the case may be.

6. General Release. You, each Operating Partner, and each guarantor must sign a general release of all claims arising out of or relating to this Agreement, your Business or the parties' business relationship, in the form we designate, releasing us.

7. Training. The assignee must, at your or assignee's expense, comply with the training requirements of subparagraph 7.B.

8. Financial Reports and Data. We have the right to require you to prepare and furnish to assignee and/or us such financial reports and other data relating to the Business and its operations reasonably necessary or appropriate for assignee and/or us to evaluate the Business and the proposed transfer. You agree that we have the right to confer with proposed assignees and furnish them with information concerning the Business and proposed transfer without being held liable to you, except for intentional misstatements made to an assignee. Any information furnished by us to proposed assignees is for the sole purpose of permitting the assignees to evaluate the Business and proposed transfer and must not be construed in any manner or form whatsoever as a financial performance representation or claims of success or failure.

9. Other Conditions. You must have complied with any other conditions that we reasonably require from time to time as part of our transfer policies.

E. Death. Disability or Incapacity. If any individual who is an Operating Partner dies or becomes disabled or incapacitated and the decedent's or disabled or incapacitated person's heir or successor-in-interest wishes to continue as an Operating Partner, such person or entity must apply for our consent under subparagraph 11.B, pay the applicable transfer fee under subparagraph 11.C, and satisfy the transfer conditions under subparagraph 11.D, as in any other case of a proposed transfer, all within 180 days of the death or event of disability or incapacity. During any transition period to an heir or successor-in-interest, the Business still must be operated in accordance with the terms and conditions of this Agreement. If the assignee of the decedent or disabled or incapacitated person is the spouse or child of such person, no transfer fee will be payable to us, and we will not have a right of first refusal as set forth in subparagraph 11.F.

F. Right of First Refusal. If you propose to transfer or assign this Agreement or your interest herein or in you or the business, in whole or in part, to any third party, including, without limitation, any transfer contemplated by subparagraph 11.E or any transfer described in subparagraph 11.A, you first must offer to sell to us your interest under the same terms. In the event of a bona fide offer from such third party, you must obtain from the third-party offeror and deliver to us a statement in writing, signed by the offeror and by you, of the terms of the offer. In the event the proposed transfer results from a transfer under subparagraphs 11. A 1 through 11. A 3, or your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, you first must offer to sell to us your interest in this Agreement and the land, building equipment, furniture and fixtures, and any leasehold interest used in the operation of your Business. Unless otherwise agreed to in writing by us and you, the purchase price for our purchase of assets in the event of a transfer that occurs by a transfer under subparagraphs 11.A 1 through 11.A 2 or insolvency or bankruptcy filing will be established by a qualified appraiser selected by the parties and in accordance with the price determination formula established in subparagraph 14.B (the formula that includes the value of any goodwill of the business) in connection with an asset purchase upon expiration. In addition, unless otherwise agreed to in writing by us and you, the transaction documents, which we will prepare, will be those customary for this type of transaction and will include representations and warranties then customary for this type of transaction. If the parties cannot agree upon the selection of such an appraiser, a Judge of the United States District Court for the District in which the Protected Territory is located will appoint one upon petition of either party.

You or your legal representative must deliver to us a statement in writing incorporating the appraiser's report and all other information we have requested. We then have 30 days from our receipt of the statement setting forth the third-party offer or the appraiser's report and other requested information to accept the offer by delivering written notice of acceptance to you. Our acceptance of any right of first refusal will be on the same price and terms set forth in the statement delivered to us, provided, however, we have the right to substitute equivalent cash for any noncash consideration included in the offer. If we fail to accept the offer within the 30-day period, you will be free for 90 days after such period to effect the disposition described in the statement delivered to us provided such transfer is in accordance with this Paragraph 11. You may effect no other sale or assignment of you, this Agreement, or the business without first offering the same to us in accordance with this subparagraph 11.F.

G. Transfer by Us. We have the right to sell or assign, in whole or in part, our interest in this Agreement. In addition, we may assign certain of our obligations or duties under this Agreement to a sub-franchisor or area developer. For example, a sub-franchisor or area developer may assist us with or provide training or ongoing supervision to our franchisees.

DISPUTE RESOLUTION

12. The following provisions apply with respect to dispute resolution:

A. Mediation. Before any party may bring an action in court or against the other or commence an arbitration proceeding (except as noted in Section 12 C below), the parties must first meet to mediate the dispute. The mediation will be held in the city in which our headquarters are located at the time of the mediation. Any such mediation will be non-binding and conducted by the American Arbitration Association in accordance with its then-current rules for mediation of commercial disputes.

B. Arbitration. Except as qualified below, any dispute between you and us or any of our or your affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or your Business or the Exclusive Territory must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures. Any arbitration must be on an individual basis and the parties, and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts. The arbitration must take place in the city where our headquarters is located at the time of the dispute.

The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least 5 years of significant experience in franchise law. A judgment may be entered upon the arbitration award by any state or federal court in the state where we maintain our headquarters or the state where your Business is located. The decision of the arbitrator will be final and binding on all parties to the dispute, however, the arbitrator may not under any circumstances (1) stay the effectiveness of any pending termination of this Agreement, (2) assess punitive or exemplary damages, or (3) make any award which extends, modifies, or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set.

C. Exceptions to Arbitration. Notwithstanding Section 12 B, the parties agree that the following claims will not be subject to arbitration:

1. any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder, and

2. any action in ejectment or for possession of any interest in real or personal property.

D. Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, any lease or sublease for the Business or Protected Territory, or the business will be entitled to recover its reasonable attorneys' fees and costs.

DEFAULT AND TERMINATION

13. The following provisions apply with respect to default and termination:

A. Defaults. You are in default if we determine that you or any Operating Partner or guarantor has breached any of the terms of this Agreement or any other agreement between you and us, which without limiting the generality of the foregoing includes making any false report to us, intentionally understating or underreporting or failure to pay when due any amounts required to be paid to us, conviction of you, an Operating Partner, or a guarantor of (or pleading no contest to) any misdemeanor that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair your reputation or the goodwill of any of the Trademarks or the Business, any felony, filing of tax or other liens that may affect this Agreement, voluntary or involuntary bankruptcy by or against you or any Operating Partner or guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors.

B. Termination by Us. We have the right to terminate this Agreement in accordance with the following provisions

1. Termination After Opportunity to Cure. Except as otherwise provided in this subparagraph 13 B or elsewhere in the Agreement (i) you will have 30 days from the date of our issuance of a written notice of default to cure any default under this Agreement, other than a failure to pay amounts due or submit required reports, in which case you will have ten days to cure those defaults, (ii) your failure to cure a default within the 30-day or ten-day period will provide us with good cause to terminate this Agreement, (iii) the termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination, and (iv) the termination will be effective immediately upon our issuance of the written notice of termination.

2. Immediate Termination With No Opportunity to Cure. In the event any of the following defaults occurs, you will have no right or opportunity to cure the default and this Agreement will terminate effective immediately on our issuance of written notice of termination any material misrepresentation or omission in your franchise application, your voluntary abandonment of this Agreement or the Protected Territory, failure on three Quarterly Franchise Inspections, failure to open your Business within four months from execution of the Franchise Agreement, the failure to timely cure a default under the lease, the loss of your right of possession or failure to reopen or relocate under subparagraph 5.D, the closing of the Business by any state or local authorities for health or public safety reasons, failure to locate a site for your Business within 3 months after signing this Agreement, failure to complete our Solar Detective Initial Training Program, any unauthorized use of the Confidential Information, insolvency of you, an Operating Partner, or guarantor, you, an Operating Partner, or guarantor making an assignment or entering into any similar arrangement for the benefit of creditors, any default under this Agreement that materially impairs the goodwill associated with any of the Trademarks, conviction of you, any Operating Partners, or guarantors of (or pleading no contest to) any felony regardless of the nature of the charges, or any misdemeanor that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair your reputation or the goodwill of the Trademarks or the Business, intentionally understating or underreporting Gross

Sales, Royalty Fees or any understatement or 2% variance on a subsequent audit within a 3 year period under subparagraph 9.I, violation by you of the provisions of subparagraph 15.O, any unauthorized transfer or assignment in violation of Paragraph 11 or any default by you that is the third same or similar default within any 12-month consecutive period.

3. Immediate Termination After No More than 24 Hours to Cure. In the event that a default under this Agreement occurs that violates any health safety or sanitation law or regulation, violates any system standard as to cleanliness, health and sanitation, or if the operation of the Business presents a health or safety hazard to your customers or to the public (i) you will have no more than 24 hours after we provide written notice of the default to cure the default, and (ii) if you fail to cure the default within the 24 hour period, this Agreement will terminate effective immediately on our issuance of written notice of termination.

4. Effect of Other Laws. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this franchise supersede any provision of this Agreement that is less favorable to you.

C. Termination by You. You may terminate this Agreement as a result of a breach by us of a provision of this Agreement provided that (i) you provide us with written notice of the breach that identifies the grounds for the breach, and (ii) we fail to cure the breach within 30 days after our receipt of the written notice. If we fail to cure the breach, the termination will be effective 30 days after our receipt of your written notice of breach. Your termination of this Agreement under this Paragraph will not release or modify your Post-Term obligations under Paragraph 14 of this Agreement.

POST-TERM OBLIGATIONS

14. Upon the expiration or termination of this Agreement, or the expiration of any Interim:

A. Reversion of Rights Discontinuation of Trademark Use. All of your rights to the use of the Trademarks and all other rights and licenses granted herein and the right and license to conduct-business under the Trademarks in the Protected Territory will revert to us without further act or deed of any party. All of your right, title, and interest in, to and under this Agreement will become our property. Upon our demand, you must assign to us or our assignee your remaining interest in any lease then in effect for the Business (although we will not assume any past due obligations). You must immediately comply with the post-term non-compete obligations under subparagraph 10.D, cease all use and display of the Trademarks and of any proprietary material (including the Confidential Operations Manual) and of all or any portion of point-of-sale materials furnished or approved by us, assign all right, title, and interest in the telephone numbers for the Business and cancel or assign, at our option, any assumed name rights or equivalent registrations filed with authorities. You must pay all sums due to us or our designees and all sums you owe to third parties that have been guaranteed by us. You must immediately return to us, at your expense, all copies of the Confidential Operations Manual, Confidential Information, and customer lists then in your possession or control or previously disseminated to your employees and continue to comply with confidentiality provisions of subparagraph 6.I. You must promptly at your expense and subject to subparagraph 14.B, remove or obliterate all Business signage, displays or other materials (electronic or tangible) in your possession or elsewhere that bear any of the Trademarks or names or material confusingly similar to the Trademarks and so alter the appearance of the Business as to differentiate the Business unmistakably from duly licensed Businesses identified by the Trademarks. If, however, you refuse to comply with the provisions of the preceding sentence within 30 days, we have the right to enter your business location and remove all Business signage, displays or other materials in your possession or elsewhere that bear any of the Trademarks or names or material confusingly similar to the Trademarks, and you must reimburse us for our costs incurred. Notwithstanding the foregoing, in the event of expiration or termination of this Agreement (or the expiration of any Interim Period), you will remain liable for your obligations pursuant to this Agreement or any other agreement between you and us that expressly or by their nature survive the expiration or termination of this Agreement.

B. Purchase Option. We have the right to purchase or designate a third party that will purchase all or any portion of the assets of your Business that are owned by you or any of your affiliates including, without limitation, the equipment, tools, vehicles, signage, supplies, leasehold improvements, and inventory of the Business at a price determined by a qualified business appraiser selected with the consent of both parties, provided we give you written notice of our preliminary intent to exercise our purchase rights under this Paragraph within 30 days after the date of the expiration or termination of this Agreement, or the expiration of any Interim Period. If the parties cannot agree upon the selection of an appraiser(s), one or both will be appointed by a Judge of the United States District Court for the District in which the Protected Territory is located upon petition of either party.

The price determined by the appraiser(s) will be the reasonable fair market value of the assets based on their continuing use in, as, and for the operation of The Solar Detective Business and the appraiser will designate a price for each category of asset but shall not include the value of any goodwill of the business, as the goodwill of the business is attributable to the Trademarks and the System.

Within 45 days after our receipt of the appraisal report, we or our designated purchaser will identify the assets, if any, that we intend to purchase at the price designated for those assets in the appraisal report. We or our designated purchaser and you will then proceed to complete and close the purchase of the identified assets, and to prepare and execute purchase and sale documents customary for the assets being purchased, in a commercially reasonable time and manner. We and you will each pay one-half of the appraiser's fees and expenses. Our interest in the assets of the Business that are owned by you, or your affiliates will constitute a lien thereon and may not be impaired or terminated by the sale or other transfer of any of those assets to a third party. Upon our or our designated purchaser's exercise of the purchase option and tender of payment, you agree to sell and deliver, and cause your affiliates to sell and deliver, the purchased assets to us or our designated purchaser, free and clear of all encumbrances, and to execute and deliver, and cause your affiliates to execute and deliver, to us or our designated purchaser a bill of sale therefore and such other documents as may be commercially reasonable and customary to effectuate the sale and transfer of the assets being purchased.

If we do not exercise our option to purchase under this subparagraph, you may sell or lease the Business premises to a third party purchaser, provided that your agreement with the purchaser includes a covenant by the purchaser, which is expressly enforceable by us as a third party beneficiary, pursuant to which the purchaser agrees, for a period of two years after the expiration or termination of this Agreement, or the expiration of any Interim Period, not to use the premises for the operation of a Competing Business and method of operation similar to that employed by our company-owned or franchised Businesses.

C. Claims. You and your Operating Partners and guarantors may not assert any claim or cause of action against us relating to this Agreement or The Solar Detective 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 by or under any applicable law, then and in that event no suit or action may be commenced or maintain unless commenced within the applicable statute of limitations.

GENERAL PROVISIONS

15. The parties agree to the following provisions:

A. Severability. In the event one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, earned out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

B. Waiver/Integration. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify the Schedules and/or standards and as otherwise provided herein, this Agreement may not be waived, altered, or rescinded, in whole or in part, except by a writing signed by you and us.

This Agreement together with all schedules, addenda and appendices to this Agreement constitutes the entire agreement between the parties and supersedes any and all prior negotiations, understandings, representations, and agreements. Nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document we furnished to you.

You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or many disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

C. Notices. Except as otherwise provided in this Agreement, any notice, demand, or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service, or postage prepaid, and if such notice is a notice of default or termination, by registered or certified mail, and addressed as follows:

1. If intended for us, addressed to The Solar Detective Franchisor, 1049 Camino Del Mar, Suite 4D, Del Mar, CA 92014.

2. If intended for you, addressed to you at the address set forth on the Data Sheet, or, in either case, to such other address as may have been designated by written notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph.

D. Authority. Any modification, consent, approval, authorization, or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by our President or one of our authorized officers.

E. References. If the franchisee is two or more individuals, the individuals are jointly and severally liable, and references to you in this Agreement include all of the individuals. Headings and captions contained herein are for conveyance of reference and may not be taken into account in construing or interpreting this Agreement.

F. Guarantee. Your spouse and all persons owning any interest in Franchisee, if Franchisee is a corporation, limited liability company, partnership, or other legal entity, must execute the form of undertaking and guarantee at the end of this Agreement. Any person or entity that at any time after the date of this Agreement becomes an owner pursuant to the provisions of Paragraph 11 or otherwise must execute the form of undertaking and guarantee at the end of this Agreement.

G. Successors/Assigns. Subject to the terms of Paragraph 11 hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

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

1. Applicable Law and Waiver. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Paragraph 12 of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state where your Business is located.

2. 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, although this right does not modify the requirements of subparagraph 5.D and other express limitations set forth in this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree 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. Our decisions or actions 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, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing, or encouraging modernization and improving the competitive position of the System.

I. Venue. Any cause of action, claim, suit, or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Paragraph 12, must be brought in the state or federal district court located in the county or distinct encompassing our headquarters. Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said courts. The provisions of this subparagraph will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this subparagraph and with a complete understanding thereof, you agree to be bound in the manner set forth.

J. Jury Waiver. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.

K. Waiver of Punitive Damages. You and your affiliates and we agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained.

L. Relationship of the Parties. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer, or employee of the other. Neither party may obligate the other 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. Without limiting the generality of the foregoing, we shall have no liability in connection with or related to the products or services rendered to you by any third party, even if we required, approved, or consented to the product or service or designated or approved the supplier.

M. Force Majeure. In the event of any failure of performance of this Agreement according to its terms by any party, the same will not be deemed a breach of this Agreement if it arose from a cause beyond the control of and without the negligence of said party. Such causes include, but are not limited to, strikes, wars, riots, and acts of government except as may be specifically provided for elsewhere in this Agreement.

N. Adaptations and Variances. Complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the System. Accordingly, we have the right to vary the services and other standards, specifications, and requirements for any franchised Business or franchisee based upon the customs or circumstances of a particular franchise or operating agreement, site or location, population density, business potential, trade area population, existing business practice, competitive circumstance or any other condition that we deem to be of importance to the operation of such Business, franchisee's business or the System. We are not required to grant to you a like or other variation as a result of any variation from specifications or requirements granted to any other franchisee. You acknowledge that you are aware that our other franchisees operate under a number of different forms of agreement that were entered into at different times and that, consequently, the obligations and rights of the parties to other agreements may differ materially in certain instances from your rights and obligations under this Agreement.

O. Notice of Potential Profit. We may from time to time make available to you or require you to purchase goods, products and/or services for use in your Business on the sale of which we may make a profit. Further, we may from time to time receive consideration from suppliers and/or manufacturers in respect to sales of goods, products, or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we are entitled to said profits and/or consideration.

P. Effective Date. We will designate the "Effective Date" of this Agreement in the space provided on the Data Sheet. If no Effective Date is designated on the Data Sheet, the Effective Date is the date when we sign this Agreement. However, as described in subparagraph 5.A, you do not have the right to, and may not, open and commence operation of a Business in the Protected Territory until we notify you that you have satisfied all of the pre-opening conditions set forth in this Agreement.

Q. Anti-Terrorism Provision. You and each Operating Partner represent and warrant to us that (a) neither you nor any Operating Partner is named, either directly or by an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U S Treasury Department's Office of Foreign Assets Control currently located at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information; (b) you and each Operating Partner will take no action that would constitute a violation of any applicable laws against corrupt business practices, against money laundering and against facilitating or supporting persons or entities who conspire to commit acts of terror against any person or entity, including as prohibited by the US Patriot Act (currently located at https://www.epic.org/privacy/terrorism/hr3162.) US Executive Order 13244 (currently located at https://www.state.gov/executive-order-13224/) or any similar laws, and (c) you and each Operating Partner shall immediately notify us in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate, or misleading.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date stated below.

FRANCHISOR
The Solar Detective Franchisor
A Nevada Corporation

Signature	______________________
Printed Name	Bill Horan
Title	CEO
*Date	______________________ (*Effective Date of this Agreement)

FRANCHISEE

____
(Name of Individual or Entity)

Signature	______________________
Printed Name	______________________
Title	______________________ (Title of Signor, if applicable)

SCHEDULE A
To the Franchise Agreement

DATA SHEET

1. **Franchisee:** ______________________________
____
____
____

2. **Operating Partner:** You represent and warrant to us that the following person or entity, and only the following person or entity, will be your Operating Partner:

Name	Home Address	Percentage of Ownership

4. **Protected Territory:** As stated in subparagraph 2.C of the Franchise Agreement, the Protected Territory under this Agreement shall mean:

____
____
____
____

Effective Date: ______________________

[Signatures on following page]

By signing below you acknowledge that the Protected Territory noted above was chosen and approved by you.

FRANCHISOR
The Solar Detective Franchisor
A Nevada Corporation

Signature ______________________________

Printed Name Bill Horan

Title CEO

*Date ______________________________
(*Effective Date of this Agreement)

FRANCHISEE

____
(Name of Individual or Entity)

Signature ______________________________

Printed Name ______________________________

Title ______________________________
(Title of Signor, if applicable)

SCHEDULE B
To the Franchise Agreement

TRADEMARKS

Mark	Registration Number	Registered Date
The Solar Detective	6271067	February 16, 2021
THE SOLAR DETECTIVE®	6271071	February 16, 2021

We may amend these Schedules from time to time in order to make available additional Trademarks or to delete those Trademarks that become unavailable. You agree to use only those Trademarks that are then currently authorized.

The Trademarks must be used only in the manner that we specify. No deviation will be permitted.

SCHEDULE C
To the Franchise Agreement

Electronic Transfer of Funds Authorization

Franchisee: ____________________
Location: ____________________
Date: ____________________

NEW	CHANGE

Attention: Bookkeeping Department

The undersigned hereby authorizes The Solar Detective Franchisor, or any affiliated entity (collectively, "Franchisor") to initiate weekly ACH debit entries against the account of the undersigned with you in payment of amounts for Royalty Fees, Advertising Fees or other amounts that become payable by the undersigned to Franchisor. The dollar amount to be debited per payment will vary.

Subject to the provisions of this letter of authorization, you are hereby directed to honor any such ACH debit entry initiated by Franchisor.

This authorization is binding and will remain in full force and effect until 90 days prior written notice has been given to you by the undersigned. The undersigned is responsible for, and must pay on demand, all costs or charges relating to the handling of ACH debit entries pursuant to this letter of authorization.

Please honor ACH debit entries initiated in accordance with the terms of this letter of authorization, subject to there being sufficient funds in the undersigned's account to cover such ACH debit entries.

We also need a VOIDED CHECK

Account Name
____
Bank Name
____
Branch
____
Street Address
____
City State Zip Code
____
Bank Telephone Number
____
Bank Routing Number
____
Customer's Account Number

Sincerely yours,
____

____
Street Address
____
City State Zip Code
____
Telephone Number

By: ____________________________

Its: ____________________________

Date: ___________________________

SCHEDULE D
To the Franchise Agreement

Telephone Assignment Agreement

This Assignment Agreement (the "Assignment") is made, and entered into, between The Solar Detective Franchisor, a Nevada Corporation ("Company") and the undersigned ____________________ ("Franchisee").

RECITALS

A. Company has developed a unique system for the operation of solar inspection services for single-family homes and certain multi-family residential buildings (the "System"),

B. Company and Franchisee have entered into a Franchise Agreement dated _______________(the "Franchise Agreement"), pursuant to which Franchisee was granted the right to operate a The Solar Detective Business under the System, and

C. It is the desire of and in the best interests of Company and the System that in the event the Franchise Agreement terminates or expires, the telephone numbers, telephone directory listings and internet addresses used by Franchisee in connection with the operation of its The Solar Detective Business are assigned to Company.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and Company agreeing to enter into the Franchise Agreement, Company and Franchisee agree as follows:

1. Franchisee hereby agrees to assign to Company (i) those certain telephone numbers and regular, classified or other telephone directory listings used by Franchisee in connection with operating The Solar Detective Business (collectively, the "Numbers and Listings") and (ii) those certain Internet Web Site addresses ("URLs") associated with The Solar Detective trademarks and service marks and used from time to time by Franchisee in connection with the operation of its The Solar Detective Business.

2. This Assignment is for collateral purposes only and, except as specified herein, Company will have no liability or obligation of any kind whatsoever arising from or in connection with Franchisee's use of the Numbers and Listings and the URLs, unless and until Company notifies the telephone company and the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "Telephone Company") and Franchisee's Internet service provider ("ISP") to effectuate the assignment pursuant to the terms hereof.

3. Upon termination or expiration of the Franchise Agreement (without renewal or extension), Company will have the right and is hereby empowered to effectuate the assignment of the Numbers and Listings and the URLs to itself or to any third party it designates. In the event Company exercises its assignment rights Franchisee will have no further right, title or interest in the Numbers and Listings or the URLs, provided, however, Franchisee will remain liable to the Telephone Company and the ISP for any and all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment.

4. Franchisee acknowledges and agrees that as between Company and Franchisee, upon termination or expiration of the Franchisee Agreement, Company will have the sole right to and interest in the Numbers and Listings and the URLs, and Franchisee appoints Company as Franchisee's true and lawful attorney-in-fact to direct the Telephone Company and the ISP to assign the same to Company and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee will immediately notify the

Telephone Company and the ISP to assign the Numbers and Listings and the URLs to Company. If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Numbers and Listings and the URLs to Company, Company will direct the Telephone Company and the ISP to effectuate the assignment contemplated hereunder to Company.

5. The parties agree that the Telephone Company and the ISP may accept Company's written direction, the Franchise Agreement, or this Assignment as conclusive proof of Company's exclusive rights in and to the Numbers and Listings and the URLs upon such termination or expiration of the Franchise Agreement and that such assignment shall be made automatically and effective immediately upon Telephone Company's and ISP's receipt of such notice from Company or Franchisee. The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Company's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

Agreed to this ___________ day of _____________, 20____

FRANCHISOR
The Solar Detective Franchisor
A Nevada Corporation

Signature ______________________________

Printed Name Bill Horan

Title CEO

*Date ______________________________
(*Effective Date of this Agreement)

FRANCHISEE

____
(Name of Individual or Entity)

Signature ______________________________

Printed Name ______________________________

Title ______________________________
(Title of Signor, if applicable)

SCHEDULE E
To the Franchise Agreement

Personal Guarantee and Agreement to be Bound Personally, by the Terms and Conditions of the Franchise Agreement

In consideration of the execution of the Franchise Agreement by The Solar Detective Franchisor, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Franchise Agreement, to be paid, kept and performed by the franchisee, including without limitation the arbitration and other dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement, including but not limited to the noncompete provisions in subparagraph 10.D, and agree that this Personal Guarantee will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of this Franchise Agreement.

The undersigned waives (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed, (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed, and (3) any right he/she may have to require that an action be brought against the franchisee or any other person as a condition of liability.

In addition, the undersigned consents and agrees that (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the franchisee or any other person, and (2) such liability will not be diminished, relieved or otherwise affected by franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Franchise Agreement, or the amendment or extension of the Franchise Agreement with or without notice to the undersigned.

It is further understood and agreed by the undersigned that the provisions, covenants, and conditions of this Guarantee will inure to the benefit of our successors and assigns.

FRANCHISEE: ______________________________

PERSONAL GUARANTORS:

______________________________	______________________________
Individually	Individually
______________________________	______________________________
Print Name	Print Name
______________________________	______________________________
Address	Address
______________________________	______________________________
City State Zip Code	City State Zip Code
______________________________	______________________________
Telephone	Telephone

SCHEDULE F
To the Franchise Agreement

Addendum to The Solar Detective Franchisor Franchise Agreement

This Addendum to the Franchise Agreement (“Addendum”), dated __________________, 20____ , is entered into between ________________________(“Franchisee”), and The Solar Detective Franchisor (“Franchisor”).

RECITALS

A. The parties have entered into______separate Franchise Agreements, all dated , ________________, 20______ , relating to the development and operation of The Solar Detective Business around the following locations (1) ____________________ (the “Agreement”), (2) ______________________________ (the “ Agreement”), (3) _________________________(the “Agreement”).

B. The parties desire to amend Sections 2.A and 2.B of the Agreement in accordance with the terms and conditions contained in this Addendum.

AGREEMENT

Franchisor and Franchisee agree that the Agreement is hereby modified as follows:

1. Paragraph 2.A is deleted in its entirety and replaced with the following:

A. Protected Territory. We grant to you the right and license to establish and operate a Business identified by The Solar Detective Trademarks or such other marks as we may direct in the Protected Territory identified on the Data Sheet. When a location has been designated by you and you have received a non-objection (approval) notice from us, it will become part of this subparagraph 2.A as if originally stated. If a Protected Territory is not designated by you and approved by us within ___ days from the date of this Agreement, we may terminate this Agreement. You accept the license and undertake the obligation to operate the Business in the Protected Territory using the Trademarks and the System in compliance with the terms and conditions of this Agreement.

2. Paragraph 2.B is deleted in its entirety and replaced with the following:

B. Opening. You agree that the Business will be open and operating in accordance with the requirements of subparagraph 5.A within ___ to ___ days from the date of this Agreement unless we authorize in writing an extension of time. Before you open your Business for business, we will inspect your Business and provide you with a Franchise Certificate of Approval.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement on the dates written below.

Franchisor: The Solar Detective Franchisor

By: ____________________________________
Bill Horan

Its: Chief Executive Officer

Franchisee: ____________________________

By: ____________________________________

Printed Name: ____________________________

Its: ____________________________________

By: ____________________________________

Printed Name: ____________________________

Its: ____________________________________

SCHEDULE G
To the Franchise Agreement

COMPUTER AND SOFTWARE REQUIREMENTS

All Computer and Software Requirements will be provided by Franchisor except QuickBooks Online.

EXHIBIT B

TO THE FRANCHISE DISCLOSURE DOCUMENT

STATE ADDENDUM

CALIFORNIA ADDENDUM

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

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

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.

A. The franchisor, any person or franchise broker in Item 2 of the franchise disclosure document is not subject to any current effective order of any national securities association or national securities exchange, as define in the Securities Exchange Act of 1934, 15 U S C A 78a et seq, suspending or expelling such person from membership in such association or exchange.

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

C. 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.

D. The franchise agreement may contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

E. The franchise agreement requires binding arbitration. The arbitration will occur in the city where our headquarters are then located (currently, San Diego County, California) with the costs being borne by the non-prevailing party.

   Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as the 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.

   Section 31125 of the Franchise Investment Law requires us to give to you a disclosure document approved by the Commissioner of Financial Protection and Innovation before we ask you to consider a material modification of your franchise agreement.

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

F. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act.

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

H. The franchise agreement contains a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages.

Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR CALIFORNIA FRANCHISEES

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated ______ between The Solar Detective Franchisor (the "Franchisor") and ________________ (the "Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of California, (b) Franchisee is a resident of the State of California, and/or (c) the franchised business will be located or operated in the State of California.

2. California Business and Professions Code Sections 20000 through 20043, the California Franchise Relations Act, 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.

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.

Franchisor: The Solar Detective Franchisor

By: ______________________________
Bill Horan

Its: Chief Executive Officer

Franchisee: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

HAWAII ADDENDUM

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 COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR THE SOLAR DETECTIVE, 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 THE SOLAR DETECTIVE 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 FRANCHISEE.

ILLINOIS ADDENDUM

YOU DO NOT RECEIVE AN EXCLUSIVE TERRITORY. WE CAN COMPETE WITH YOU IN NON-TRADITIONAL (SPECIAL SITE) LOCATIONS AND IN ALTERNATE CHANNELS OF DISTRIBUTION

Item 17. Additional Disclosures: The following statement is added to Item 17

The conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in the Agreement is inconsistent with Illinois law, Illinois law will control.

Except for those cases in which Franchisor is entitled to the entry of temporary and permanent injunctions and orders of specific performance in accordance with the terms of the Franchise Agreement and claims of promissory fraud, all disputes must be arbitrated in the county in which Franchisor's principal offices are located at the time the demand for arbitration is filed.

ADDENDUM TO THE FRANCHISE AGREEMENT
<u>REQUIRED FOR ILLINOIS FRANCHISEES</u>

This Addendum to the Franchise Agreement ("Franchise Agreement") dated ________________between The Solar Detective Franchisor ("Franchisor") and ______________________________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement:

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of Illinois, (b) Franchisee is a resident of the State of Illinois, and/or (c) the Franchised Business will be located or operated in the State of Illinois.

2. The following sentence is added to the end of Section 15 I:

   Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, provided that the Franchise Agreement may provide for arbitration in a forum outside of Illinois.

3. The last sentence of Section 15 H(I) is deleted and replaced by the following:

   Notwithstanding the foregoing, the Illinois Franchise Disclosure Act shall govern the Franchise Agreement

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

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

[Signatures on following page]

Franchisor: The Solar Detective Franchisor

By: ________________________________
Bill Horan

Its: Chief Executive Officer

Franchisee: ____________________________

By: ________________________________

Printed Name: ____________________________

Its: ________________________________

By: ________________________________

Printed Name: ____________________________

Its: ________________________________

ADDENDUM TO THE MULTI UNIT AGREEMENT
REQUIRED FOR ILLINOIS DEVELOPERS

This Addendum to the Multi-Unit Agreement (the “Multi-Unit Agreement) dated _____________ between The Solar Detective Franchisor (the “Franchisor”) and _____________ (the “Developer”) is entered into simultaneously with the execution of the Multi-Unit Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Multi-Unit Agreement. This Addendum is being executed because (a) the offer or sale of the franchise to Development was made in the State of Illinois, (b) Developer is a resident of the State of Illinois, and/or (c) the Franchise Businesses will be located or operated in the State of Illinois;

2. The following sentence is added to the end of Section 10G (1)

   Notwithstanding the foregoing, the Illinois Franchise Disclosure Act shall govern this Agreement;

3. The following sentence is added to the end of Section 10 H

   Section 4 of the Illinois Franchise Disclosure Act provides that any provision in this Agreement which designated jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, provided that this Agreement may provide for arbitration in a forum outside of Illinois

4. Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this act is void.” To the extent that any provision of the Multi-Unit Agreement is inconsistent with Illinois law, Illinois law will control.

5. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Multi-Unit Agreement.

6. Except as expressly modified by this Addendum, the Multi-Unit Agreement remains unmodified and in full force and effect.

[SIGNATURE ON THE NEXT PAGE]

Franchisor: The Solar Detective Franchisor

By: ______________________________
Bill Horan

Its: Chief Executive Officer

Franchisee: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

MARYLAND ADDENDUM

Item 1. Additional Disclosures: The following statements are added to Item 1

The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

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

The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The "Summary" column of Item 17(H) of the Disclosure Document, pertaining to "Cause defined – defaults that cannot be cured" is supplemented to state that any provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law.

Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that the Franchise Agreement may provide for arbitration in a forum outside of Maryland

Section 14-227I of the Maryland Franchise Registration and Disclosure Law requires that any claims arising under that Law be brought within 3 years after the grant of the franchise

Item 22, Additional Disclosures: The following statements are added to Item 22

Item 22 of the Disclosure Document is supplemented to state that the form of general release referred to in Items 17 c and 17 m is attached to this Disclosure Document pursuant to Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO THE FRANCHISE AGREEMENT
<u>REQUIRED FOR MARYLAND FRANCHISEES</u>

This Addendum to Franchise Agreement ("Franchise Agreement") dated____________________between The Solar Detective Franchisor ("Franchisor") and _________________________________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of Maryland, (b) Franchisee is a resident of the State of Maryland, and/or (c) the Franchised Business will be located or operated in the State of Maryland.

2. The following sentence is added to the end of Section 1

   Representations in the Franchise Agreement 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.

3. The following sentence is added to the end of Sections 4 B and 11 D:

   The general release required as a condition of renewal or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

4. The following sentence is added to the end of Section 15.I:

   Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that the Franchise Agreement may provide for arbitration in a forum outside of Maryland.

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

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

[Signatures on following page]

Franchisor: The Solar Detective Franchisor

By: ______________________________

Bill Horan

Its: Chief Executive Officer

Developer: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

MINNESOTA ADDENDUM

<u>Item 13. Additional Disclosure:</u> The following statement is added to Item 13

We will protect your right to use the Marks or indemnify you from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the name to the extent required by Minn Stat Sec 80C 12, Subd 1(g)

<u>Item 17. Notice of Termination:</u> The following statement is added to Item 17

With respect to franchises governed by Minnesota law. Franchisor will comply with Minnesota Statute § 80C 14, subdivisions 3, 4, and 5 which requires, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement

<u>Item 17. Governing Law. Jurisdiction and Venue and Choice of Forum</u>: The following statement is added to the cover page and Item 17

Minnesota Statutes, Section 80C21 and Minnesota Rule 2860 4400J prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

<u>Item 17. General Release</u> The following statement is added to Item 17

Minnesota Rule 2860 4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C01-80C 22

ADDENDUM TO THE FRANCHISE AGREEMENT
<u>REQUIRED FOR MINNESOTA FRANCHISEES</u>

This Addendum to the Franchise Agreement ("Franchise Agreement") dated_________between The Solar Detective Franchisor ("Franchisor") and ______________________________ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota, (b) Franchisee is a resident of the State of Minnesota, and/or (c) the Franchised Business will be located or operated in the State of Minnesota

2. The following sentence is added to the end of Section 13 B

   With respect to franchises governed by Minnesota law. Franchisor will comply with Minnesota Statute § 80C 14, subdivision 3, 4, and 5 which requires, except in certain cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

3. The following sentence is added to the end of Sections 4 B and 11 D

   Notwithstanding the foregoing. 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.

4. Section 12 C IS deleted and replaced with the following:

   Franchisor shall be entitled to the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to (1) Franchisee's use of the Trademarks, (2) the construction and equipping of the Franchised Business, (3) the obligations of Franchisee upon termination or expiration of this Agreement, (4) a Transfer of this Agreement, any ownership interest therein or in the lease for the Franchised Business, and (5) as necessary to prohibit any act or omission by Franchisee or its employees that would constitute a violation of any applicable law, ordinance, or regulation, or which is dishonest or misleading to Franchisor and/or Franchisor's other licensees

5. The following sentences are added to the end of Sections 12 B and 15 I:

   Minnesota Statute § 80C 21 and Minnesota Rule 2860 4400J prohibit Franchisor from requiring arbitration or litigation to be conducted outside Minnesota In addition, nothing in the Disclosure Document or the Franchise Agreement can abrogate or reduce any of Licensee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

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

Franchisor: The Solar Detective Franchisor

By: ______________________________

Bill Horan

Its: Chief Executive Officer

Developer: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

NEW YORK ADDENDUM

<u>Item 3. Additional Disclosure:</u> Item 3 is revised to read as follows:

Neither Franchisor, nor any predecessor, not any person identified in Item 2 above, nor any affiliate offering franchises under Franchisor's principal trademark

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

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

C. Is subject to currently effective injunctive or restrictive order or decree relating to franchises, 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.

<u>Item 4. Additional Disclosure</u>: Item 4 is deleted and replaced with the following

Neither we nor any of our predecessors, affiliates, or officers, during the 10-year period immediately before the date of the Disclosure Document (a) filed as debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code, (b) obtained a discharge of its debts under the Bankruptcy Code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership.

<u>Item 5. Initial Fee.</u> Item 5 is revised to include the following language

We will use the Initial Fee to partially defer our cost in franchise selection and providing our initial services.

<u>Item 17. Additional Disclosures</u>: The following statements are added to Item 17

Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor's good faith and judgment is willing and financially able to assume Franchisor's obligations under the Franchisor's obligations under the Franchise Agreement or Multi-Unit Agreement.

The New York Franchises Law requires that New York law govern any cause of action which arises under the New York Franchises Law.

Franchisee or Multi-Unit Developer may terminate the Agreement on any grounds available by law.

The foregoing choice of law should not be considered a waiver of any right conferred upon the Franchisor or upon the Franchisee or upon the Multi-Unit Developer by Article 33 of the General Business Law of the State of New York.

The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise Agreement inconsistent with that law.

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ADDENDUM TO THE FRANCHISE AGREEMENT
AND MULTI UNIT DEVELOPMENT AGREEMENT
<u>REQUIRED FOR NEW YORK FRANCHISEES</u>

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _______between The Solar Detective Franchisor ("Franchisor") and ______________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of New York, (b) Franchisee is a resident of the State of New York, and/or (c) the Franchised Business will be located or operated in the State of New York.

2. 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.

3. The following sentence is added to the end of Sections 4 B and 11 D:

   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

4. The following sentence is added at the end of Section 11 G:

   Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor's good faith and judgment is willing and able to assume Franchisor's obligations under the Franchise Agreement

5. The following sentence is added to the end of Section 15 H(l):

   Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law

6. Franchisee or Multi-Unit Developer may terminate the Agreement on any grounds available by law

7. The foregoing choice of law should not be considered a waiver of any right conferred upon the Franchisor or upon the Franchisee or upon the Multi-Unit Development by Article 33 of the General Business Law of the State of New York

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

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

[Signature on Next Page]

Franchisor: The Solar Detective Franchisor

By: ______________________________
Bill Horan

Its: Chief Executive Officer

Developer: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

NORTH DAKOTA ADDENDUM

<u>Item 17. Additional Disclosures:</u> The following statements are added to Item 17

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota is void Any mediation or arbitration will be held at a site agreeable to all parties The laws of the State of North Dakota will govern any dispute.

Any general release the franchisee is required to assent to is not intended to nor shall it act as a release, estoppel, or waiver of any liability The Solar Detective Franchisor may have incurred under the North Dakota Franchise Investment Law.

Covenants not to compete upon termination or expiration of the franchise agreement are generally not enforceable in the State of North Dakota, except in certain instances as provided by law.

The Franchise Agreement includes a waiver of exemplary and punitive damages. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Disclosure Document and Franchise Agreement.

The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by The Solar Detective Franchisor in enforcing the agreement For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees

The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Disclosure Document and Franchise Agreement. The Franchise Disclosure Document, Franchise Agreement and Area Development Agreement state that franchisee must consent to the jurisdiction of courts in the state of California. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Disclosure Document, Franchise Agreement and Area Development Agreement

The Franchise Disclosure Document and Franchise Agreement may require franchisees to consent to termination or liquidated damages. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of the North Dakota Franchise Investment Law. This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Disclosure Document and Franchise Agreement

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. That requirement will not apply to North Dakota franchisees and, instead the statute of limitations under North Dakota law will apply.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NORTH DAKOTA FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _______between The Solar Detective Franchisor ("Franchisor") and ______________________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement:

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of North Dakota, (b) Franchisee is a resident of the State of North Dakota, and/or (c) the Franchised Business will be located or operated in the State of North Dakota.

2. Any release executed in connection herewith shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.

3. Covenants not to compete are generally considered unenforceable in the State of North Dakota.

4. The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. The laws of the State of North Dakota will govern any dispute.

5. The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law. This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Agreement.

6. The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law. This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Agreement.

7. The requirement that mediation or arbitration be held in California may not be enforceable under the North Dakota Franchise Investment Law Any mediation or arbitration will be held at a site agreeable to all parties.

8. The requirement that a franchisee consent to termination or liquidated damages has been determined by the Commissioner to be unfair, unjust, and inequitable within the intent of the North Dakota Franchise Investment Law This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Agreement.

9. The Franchise Agreement states that franchisee must consent to the jurisdiction of courts in the state of California That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Agreement.

10. The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. That requirement will not apply to North Dakota franchisees and, instead, the statute of limitations under North Dakota law will apply.

11. The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by The Solar Detective Franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

Franchisor: The Solar Detective Franchisor

By: ____________________________________
Bill Horan

Its: Chief Executive Officer

Franchisee: ______________________________

By: ____________________________________

Printed Name: ______________________________

Its: ____________________________________

By: ____________________________________

Printed Name: ______________________________

Its: ____________________________________

ADDENDUM TO THE MULTI UNIT AGREEMENT
<u>REQUIRED FOR NORTH DAKOTA DEVELOPERS</u>

Notwithstanding anything to the contrary in the Area Development Agreement to which this Addendum is attached, the following terms and conditions shall control

1. The Multi-Unit Development Agreement states that Developer must consent to the jurisdiction of courts m the state of California that requirement will not apply to North Dakota Developers and is deemed deleted in each place it appears in the Multi-Unit Development Agreement.

2. The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. The laws of the State of North Dakota will govern any dispute.

Franchisor: The Solar Detective Franchisor

By: ______________________________
Bill Horan

Its: Chief Executive Officer

Developer: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

RHODE ISLAND ADDENDUM

<u>Item 17. Additional Disclosure:</u> 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"

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR RHODE ISLAND FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated________between The Solar Detective Franchisor ("Franchisor") and _______________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement:

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of Rhode Island, (b) Franchisee is a resident of the State of Rhode Island, and/or (c) the Franchised Business will be located or operated in the State of Rhode Island

2. The following sentence is added to the end of Sections 15 I 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"

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

Franchisor: The Solar Detective Franchisor

By: ______________________________
Bill Horan

Its: Chief Executive Officer

Franchisee: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

By: ______________________________

Printed Name: ______________________________

Its: ______________________________

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF VIRGINIA

Item 17. Additional Disclosure: In recognition of the restrictions contained in Section 13 1- 564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Franchisor for use in the Commonwealth of Virginia shall be amended as follows:

> "Pursuant to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any 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"

WASHINGTON ADDENDUM

General

- The State of Washington has a statute RCW 19 100 180, which may supersede the Franchise Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise. There also may be court decisions which may supersede the Franchise Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise.

Item 5

- The Washington Securities Division has determined that an impound alternative is required, based on the Franchisor's financial information. The Franchisor has elected the escrow impound account option. Therefore, the payment of the initial franchise fee and all related fees for The Solar Detective franchise shall be impound and held in an escrow account until the franchisor satisfies all of its pre-obligations to each franchisee.

Item 17

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

- In the event of a conflict of laws, the provisions of the Act shall prevail

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

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

ADDENDUM TO THE FRANCHISE AGREEMENT
<u>REQUIRED FOR WASHINGTON FRANCHISEES</u>

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _______________between The Solar Detective Franchisor ("Franchisor") and ___________________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement:

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of Washington, (b) Franchisee is a resident of the State of Washington, and/or (c) the Franchised Business will be located or operated in the State of Washington.

2. The State of Washington has a statute RCW 19 100 180 , which may supersede the Franchise Agreement in Franchisee's relationship with Franchisor including the areas of termination and renewal of your franchise There also may be court decisions which may supersede the Franchise Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise.

3. Section 9 A of the Franchise Agreement is revised to include the following paragraph to this Section 9 A: All initial franchise fees and related fees payable by Washington Franchisees will be held in an escrow account until Franchisor has completed all of its pre-obligations and Franchisee has **opened for business** and it operational. A copy of the Franchise Impound Agreement is on file with the Office of the Washington Securities Division.

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

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

6. A release or waiver of rights executed by Franchisee shall not include rights under the Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. No provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the act, rights, or remedies under the Act such as a right to a jury trial, may not be enforceable.

7. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonably estimated or actual costs in effecting a transfer.

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

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

10. The undersigned does hereby acknowledge receipt of this Addendum

[Signature on Following Page]

Franchisor: The Solar Detective Franchisor

By: ______________________________
Bill Horan

Its: Chief Executive Officer

Franchisee: ______________________

By: ______________________________

Printed Name: ______________________

Its: ______________________________

By: ______________________________

Printed Name: ______________________

Its: ______________________________

EXHIBIT C

TO THE FRANCHISE DISCLOSURE DOCUMENT

GENERAL RELEASE (SAMPLE FORM)

THE SOLAR DETECTIVE FRANCHISOR

GENERAL RELEASE

(SAMPLE FORM)

THIS GENERAL RELEASE ("**Release**") is executed on __________________________________ by ________________________("**Franchisee**"), and________________________ ("**Guarantors**") as a condition of (1) the transfer of The Solar Detective Franchise Agreement dated [month] [day], [year] between The Solar Detective Franchisor ("**Franchisor**") and Franchisee ("**Franchise Agreement**"); (2) the execution of a successor Franchise Agreement by Franchisee and Franchisor; (3) any other event under the Franchise Agreement or The Solar Detective's consent to a request by Franchisee.

1. **Release by Franchisee and Guarantors.** Franchisee (on behalf of itself and its parent, any subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities), and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, the "**Releasors**") freely and without any influence forever and fully release (i) Franchisor, (ii) Franchisor's past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities, and (iii) The Solar Detective's parent, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities (collectively, the "**Released Parties**"), from any and all claims, debts, damages, costs, demands, liabilities, suits, judgments, and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "**Claims**"), which any Releasor ever owned or held, now owns or holds, or may in the future own or hold, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances, and claims arising out of, or relating to, the offer or sale of The Solar Detective franchise opportunity, the Franchise Agreement, the relationship created thereunder, and all other agreements between any Releasor and The Solar Detective or The Solar Detective's parent, subsidiaries, or affiliates.

2. **Risk of Changed Facts.** Franchisee and Guarantors understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true. Franchisee and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. **Covenant Not to Sue.** Franchisee and Guarantors (on behalf of Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

4. **No Prior Assignment and Competency.** Franchisee and Guarantors represent and warrant that: (i) the Releasors are the sole owners of all Claims and rights released in Section 1 and that the Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1; (ii) each Releasor has full and complete power and authority to execute this Release, and that the execution of this Release shall not violate the terms of any contract or agreement between them or any court order; and (iii) this Release has been voluntarily and knowingly executed after each of them has had the opportunity to consult with counsel of their own choice.

5. **Complete Defense.** Franchisee and Guarantors: (i) acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section 1; and (ii) consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. **Successors and Assigns.** This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of the Released Parties and each Releasor.

7. **Counterparts.** This Release may be executed in two or more counterparts (including by facsimile) each which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Franchisee and Guarantors have executed this Release as of the date shown above.

[This General Release will be modified as necessary for consistency with any state law regulating franchising.]

ATTEST:	**FRANCHISEE**
By:	By: ______________________
Print Name:	Print Name: ______________________
	Title: ______________________
	Date: ______________________
WITNESS:	**GUARANTORS:**
______________________	
Print Name: ______________________	Print Name: ______________________
______________________	Date: ______________________
WITNESS:	
______________________	______________________
Print Name: ______________________	Print Name: ______________________
	Date: ______________________

EXHIBIT D

TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

THE SOLAR DETECTIVE FRANCHISOR

FINANCIAL STATEMENTS
AND INDEPENDENT AUDITOR'S REPORT

DATE OF INCEPTION (MARCH 4, 2022)
THROUGH MARCH 21, 2022

THE SOLAR DETECTIVE FRANCHISOR

Date of Inception (March 4, 2022) Through March 21, 2022

CONTENTS

GPW
CERTIFIED PUBLIC ACCOUNTANTS

Gatto, Pope & Walwick, LLP
3131 Camino Del Rio North, Suite 1200
San Diego, California 92108
Phone: 619.282.7366
Fax: 619.282.7707

INDEPENDENT AUDITOR'S REPORT

To the Members
The Solar Detective Franchisor
San Diego, CA

Opinion

We have audited the accompanying financial statements of The Solar Detective Franchisor (a Nevada corporation), which comprise the balance sheet as of March 21, 2022, and the related statement of operations, change in stockholders' equity, and cash flows for the period from March 4, 2022 (date of inception) to March 21, 2022 and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Solar Detective Franchisor as of March 21, 2022, and the results of its operation and its cash flows for the period from March 4, 2022 (date of inception) to March 21, 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Solar Detective Franchisor's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Solar Detective Franchisor'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 Solar Detective Franchisor'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.

Gatto, Pope & Walwick, LLP

April 4, 2022

THE SOLAR DETECTIVE FRANCHISOR

BALANCE SHEET

March 21, 2022

ASSETS

Current assets	
Cash	$ 50,000
Total current assets	$ 50,000

LIABILITIES AND STOCKHOLDERS' EQUITY

Liabilities	$ -
Stockholders' equity	
Common Stock	500
Additional paid in capital	49,500
Total stockholders' equity	50,000
Total liabilities and stockholders' equity	$ 50,000

The accompanying notes are an integral part of these financial statements.

THE SOLAR DETECTIVE FRANCHISOR

STATEMENT OF OPERATIONS

Period from March 4, 2022 (date of inception) to March 21, 2022

Revenues	$ -
Operating expenses	-
Net income	$ -

The accompanying notes are an integral part of these financial statements.

THE SOLAR DETECTIVE FRANCHISOR

STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

Period from March 4, 2022 (date of inception) to March 21, 2022

	Common Stock (a)		Additional		Total
	Shares	Amount	Paid in Capital	Retained Earnings	Stockholders' Equity
Balance, March 4, 2022 (date of inception)	-	$ -	$ -	$ -	$ -
Net income	-	-	-	-	-
Issuance of common stock	50,000	500	49,500	-	50,000
Balance, March 21, 2022	$ 50,000	$ 500	$ 49,500	$ -	$ 50,000

(a) $0.01 par value, 100,000 shares authorized; 50,000 shares issued and outstanding.

The accompanying notes are an integral part of these financial statements.

THE SOLAR DETECTIVE FRANCHISOR

STATEMENT OF CASH FLOWS

Period from March 4, 2022 (date of inception) to March 21, 2022

Cash flows from financing activities		
Proceeds from issuance of common stock	$	50,000
Cash flows from financing activities		50,000
Net change in cash and cash equivalents		50,000
Cash and cash equivalents, March 4, 2022 (date of inception)		-
Cash and cash equivalents, March 21, 2022	$	50,000

The accompanying notes are an integral part of these financial statements.

THE SOLAR DETECTIVE FRANCHISOR

NOTES TO FINANCIAL STATEMENTS

March 21, 2022

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business
The Solar Detective Franchisor (a Nevada corporation) (the "Company") was formed on March 4, 2022 as a corporation in Nevada, and will offer franchises of "The Solar Detective", a business that performs residential solar inspections and cleaning of solar power systems to qualified franchisees. The Company is owned by two stockholders each owning 50% of the outstanding shares.

From March 4, 2022 (date of inception) to March 21, 2022, the Company has not executed any franchise agreements. There is currently one business located in San Diego, California. This location is operated by the current owners of the Company and currently does not have a franchisee agreement with the Company. The Company plans to issue franchises in the future.

Accounting Standards Codification
The Financial Accounting Standards Board's ("FASB") Accounting Standards Codification ™ ("Codification") is the official source of authoritative, nongovernmental accounting principles generally accepted in the United States of America. The Codification is organized by overall topic which is at times referenced in the accompanying notes to the financial statements.

Accounting Estimates
Management uses estimates and assumptions in preparing its financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary significantly from estimates that were used.

Cash and Cash Equivalents
For purposes of the statements of cash flows, the Company considers all highly liquid investments purchased with an initial maturity of 90 days or less to be cash equivalents.

Organization Costs
The Company expenses start-up and organization costs, which include legal, accounting, professional and other fees, as incurred. These costs have been paid to date by a related party and will not be reimbursed by the Company, therefore, have not been reflected in the accompanying financial statements.

Income Taxes
Deferred income taxes are recognized for temporary differences in the bases of assets and liabilities for financial statement and income tax reporting that arises from using different methods and periods to calculate such basis.

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes (continued)
Provision is made for income taxes due on current taxable income and for the deferred taxes on the temporary differences. The Company records deferred tax assets and liabilities as non-current in the accompanying balance sheets in accordance with accounting principles generally accepted in the United States of America.

Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and tax rates on the date of enactment.

As required by the "Income Taxes" topic of the Codification, the Company must address the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. The Company will files income tax returns in the U.S. federal jurisdiction and in required states. The Company has not yet filed any tax returns.

Revenue Recognition
The Company will follow Accounting Standards Codification Topic 606, "Revenue from Contracts with Customers" ("ASC 606") once it has revenues to recognize. ASC 606 includes a 5 step process to recognize revenue which is as follows: (1) Identify the contract with a customer; 2) Identify the performance obligations in the contract; (3) Determine the transaction price; (4) Allocate the transaction price to performance obligations in the contract; (5) Recognize revenue as performance obligations are satisfied. Amounts received that do not meet this criteria will be recorded as contract liabilities until earned. Also, after an agreed period of time, the Company also may receive monthly royalty fees from franchisees representing a percentage of ongoing revenues from each franchisee. Royalty fees will be recognized in the month earned. As of March 21, 2022, the Company has not sold any franchises, and has not recognized any revenues.

Advertising and Promotion Costs
The Company expenses advertising and promotion costs as incurred.

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Subsequent Events
The Company has evaluated subsequent events through April 4, 2022, which is the date these financial statements were available to be issued. All subsequent events requiring recognition or disclosure have been incorporated into these financial statements.

NOTE 2 – CONCENTRATIONS

Cash and Cash Equivalents
The Company maintains its cash in bank deposit accounts that, at times, may exceed federally insured limits. Bank accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per bank. There were no uninsured bank balances at March 21, 2022. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

NOTE 3 – CONTINGENCIES

In the ordinary course of business, the Company may be subject to certain lawsuits or other potential legal matters. Management is not aware of any significant pending legal matters against the Company as of the report date.

EXHIBIT E

TO THE DISCLOSURE DOCUMENT

OPERATIONS MANUAL

TABLE OF CONTENTS

SECTION A: INTRODUCTION

SECTION B: PRE-OPENING PROCEDURES

SECTION C: HUMAN RESOURCES

SECTION D: SALES PROCEDURES

SECTION E: SERVICE PROCEDURES

SECTION F: OFFICE PROCEDURES

SECTION G: MANAGEMENT PROCEDURES

SECTION H: MARKETING AND PROMOTION

APPENDICES:

EXHIBIT F

TO DISCLOSURE DOCUMENT

COMPLIANCE QUESTIONNAIRE

THE SOLAR DETECTIVE FRANCHISOR
COMPLIANCE QUESTIONNAIRE

TO BE COMPLETED THE SAME DAY YOU SIGN THE FRANCHISE AGREEMENT

You are preparing to enter into a The Solar Detective Franchisor Franchise Agreement and/or Multi-Unit Agreement (referred to as "Agreement" or collectively "Agreements") with us. The purposes of this Questionnaire are to confirm that you understand the terms of the contract(s) and the limitation on claims you may make by reason of the purchase and operation of your franchise, and to determine whether any statements or promises were made to you that we have not authorized or that might be untrue, inaccurate, or misleading. You must sign and date this Questionnaire the same day you sign the Franchise Agreement and/or Multi-Unit Agreement and pay your franchise fee. Please closely review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally read The Solar Detective Franchisor Franchise Disclosure Document ("FDD")?

   Yes _______ No _______

2. Did you give us a signed Receipt for the copy of the FDD that we furnished to you?

   Yes _______ No _______ If yes, on what date? ____

3. Do you understand all of the information contained in the FDD?

   Yes _______ No _______

   If not, what parts of the FDD do you not understand? (If you need additional space, please use the "Additional Information Intake Form" included after the signature blocks below).

   ____
   ____
   ____
   ____
   ____

4. Have you received and personally read The Solar Detective Franchisor Franchise Agreement

   Yes _______ No _______

5. Do you understand all of the terms of the Agreement?

   Yes _______ No _______

   If not, what parts of the Agreement do you not understand? (If you need additional space, please use the "Additional Information Intake Form" included after the signature blocks below).

6. Have any of our representatives recommended that you have the FDD, and agreements reviewed by an attorney?

   Yes _______ No _______

7. A) Have you, in fact, discussed the FDD, the agreements, and the benefits and risks of operating a The Solar Detective franchise with an attorney?

Yes _______ No _______

If Yes name of attorney: ____

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

Yes _______ No _______

B) Have you discussed the benefits and risks of operating a The Solar Detective Franchise Business any other professional advisor?

Yes _______ No _______

If Yes name and profession of advisor: ____________________________________

C) Did you discuss the benefits and risks of operating a The Solar Detective Franchise Business with an existing The Solar Detective franchise?

Yes _______ No _______

8. Other than information presented in Item 19 of the FDD, have any of our employees or has any other person speaking on our behalf (this does not include franchisees whom you contact on your own) made any statement or representation (oral, written, or visual) regarding:

A) The amount of money that others have made or that you might make as a The Solar Detective franchisee?

Yes _______ No _______

B) The revenue profits that a The Solar Detective Franchise Business will generate?

Yes _______ No _______

C) Any other financial performance information about The Solar Detective businesses?

Yes _______ No _______

9. If your answer to any part of Question 8 is “Yes”, please describe the statement or representation. Please include when, where, and by whom the statement or representation was made. Please provide full details in the following space. (If you need additional space, please use the “Additional Information Intake Form” included after the signature blocks below).

____

____

____

____

10. Have you contacted any existing The Solar Detective franchisees about their financial performance?

Yes ________ No _______

11. If your answer to Question 10 is “Yes”, please describe the information that they shared with you in the following space. (You do not need to identify the franchisees with whom you spoke).

____

____

12. Please think about the statements or promises made to you by our employees (or by any other person purporting to speak on our behalf) concerning the advertising, marketing, training, support, or assistance that we will furnish to you. Were any such statements or promises contrary to, or different from, the information contained in the FDD?

Yes ________ No _______

13. If you answered "Yes" to Question 12, please provide full details in the following space. (If you need additional space, please use the "Additional Information Intake Form" included after the signature blocks below).

14. In entering into the Franchise Agreement, are you relying on any statement, promise, or assurances by us or anyone speaking or purporting to speak on our behalf, other than the terms of the Agreement itself (including any Amendment, if applicable)?

Yes _______ No _______

If "Yes," please provide full details in the following space. (If you need additional space, please use the "Additional Information Intake Form" included after the signature blocks below).

15. Would you agree that the success or failure of your The Solar Detective franchise will depend in large part on your own skills and abilities and efforts, and those of the people you employ, as well as many factors beyond your control such as competition, the economy, inflation, labor and equipment costs, the marketplace, and other business factors?

Yes _______ No _______

16. Do you understand the Franchise Agreement provides you can only collect compensatory damages on any claim under or relating to the Franchise Agreement, and not any punitive, exemplary, or multiple damages?

Yes _______ No _______

17. Do you understand that we do not have to sell you a franchise or additional franchises (or Areas of Primary Responsibility or The Solar Detective Location Assurance Program), or consent to your purchase of existing franchises?

Yes _______ No _______

18. Do you understand that the Franchise Agreement contains the entire agreement between us and you concerning the franchise for The Solar Detective, meaning any prior oral or written statements not set out in the Franchise Agreement will not be binding?

Yes _______ No _______

19. Do you understand that once you sign the Franchise Agreement and pay the Initial Franchise Fee, your Initial Franchise Fee payment is nonrefundable under any circumstance?

Yes _______ No _______

20. Do you understand that, under the terms of the Franchise Agreement, you are fully responsible and liable for complying with all government license and permit requirements, as well as with all laws and regulations applicable to the establishment and operation of your The Solar Detective franchise?

Yes _______ No _______

21. Do you understand the risks of operating a The Solar Detective franchise?

Yes _______ No _______

You understand that we are acting in reliance on the truthfulness and completeness of your responses to the questions above in entering into the Agreements with Franchisee. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. YOU ACKNOWLEDGE AND AGREE THAT IN THE EVENT THAT ANY DISPUTE ARISES, THIS QUESTIONNAIRE WILL BE ADMISSIBLE AS EVIDENCE IN ANY LEGAL ACTION, AND YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO SUCH ADMISSION OF THIS QUESTIONNAIRE.

NOTE: IF THE FRANCHISEE IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS OWNERS MUST EXECUTE THIS ACKNOWLEDGEMENT.

Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits us from requiring a prospective franchisee to assent to any release, estoppel, or waiver of liability as a condition of purchasing a franchise. Any provisions of the Franchise Agreement which requires a prospective franchisee to disclaim the occurrence and/or non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise 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.

[SIGNATURE ON THE NEXT PAGE]

THIS COMPLIANCE QUESTIONNAIRE MAY BE COMPLETED AND SIGNED WITH FULL FORCE AND EFFECT USING ELECTRONIC FIELD INPUTS AND SIGNATURES:

FRANCHISEE		**OWNER/GUARANTOR**
By:	______________________________	____
a/an	______________________________	____
By:	______________________________	____
Name:	______________________________	____
Title:	______________________________	
Date:	______________________________	Date: __________________________________

ADDITIONAL INFORMATION INTAKE FORM
TO COMPLIANCE QUESTIONNAIRE

Please use this form to provide all additional information for which you did not have sufficient space above in the body of the Compliance Questionnaire. This form is part of the Compliance Questionnaire and together with the above form, you represent and agree that all of the information included is your honest and complete responses to each question.

1. Additional Information for Question No. _______

2. Additional Information for Question No. _______

3. Additional Information for Question No. _______

EXHIBIT G

TO DISCLOSURE DOCUMENT

LIST OF CURRENT FRANCHISEES

AND

LIST OF FORMER FRANCHISEES

LIST OF CURRENT FRANCHISEES

Franchised Outlets Open
As of December 31, 2021

NONE

Franchisees with Signed Operating Agreement
But Outlet not Open as of December 31, 2021

NONE

LIST OF FORMER FRANCHISEES
As of December 31, 2021

NONE

EXHIBIT H

TO THE DISCLOSURE DOCUMENT

**DIRECTORY OF FEDERAL,
STATE AND CANADIAN
FRANCHISE REGULATORS**

AND

AGENT FOR SERVICE OF PROCESS

DIRECTORY OF FEDERAL,
STATE AND CANADIAN
FRANCHISE REGULATORS

FEDERAL

FEDERAL TRADE COMMISSION
Division of Marketing Practices
Seventh and Pennsylvania Avenues, N.W., Room 238
Washington, D.C. 20580
Tel: 202-236-2970

STATE FRANCHISE REGULATORS & AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
California Department of
Financial Protection and Innovation
Commissioner of
Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677
(916) 445-7975 (Fax)

CONNECTICUT
Banking Commissioner
44 Capitol Avenue
Hartford, Connecticut 06106
317-232-6685

FLORIDA
State Department of Agriculture and Consumer Services
P.O. Box 6700 Suite 7200
Tallahassee, FL 32314-6700
850-410-3754

HAWAII
Commissioner of Securities of the State of Hawaii
Department of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street Room 203
Honolulu, Hawaii 96813
808-586-2722

ILLINOIS
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
217-782-4465

INDIANA
Chief Deputy Commissioner
Securities Divisions
302 West Washington Street Room E-111
Indianapolis, Indiana 46204

MARYLAND
Securities Commissioner
Division of Securities
200 St. Paul Place 20th Floor
Baltimore, Maryland 21202-2020
410-576-6360

MICHIGAN
Franchise Administrator
670 Law Building
Lansing, Michigan 48913
517-373-7117

MINNESOTA
Director of Registration
Minnesota Department of Commerce
133 East Seventh Street
St. Paul, Minnesota 55101
612-296-2284

NEW YORK
Principle Attorney
New York State Dept. of Law
120 Broadway, Room 23-122
New York, New York 10271
212-416-8000

NORTH DAKOTA
Franchise Examiner
600 East Boulevard 5th Floor
Bismarck, North Dakota 58505
701-224-4712

OREGON
Department of Insurance and Finance
Division of Finance & Corporate Securities
Securities Section
21 Labor and Industries Building
Salem, Oregon 97310
503-378-4387

RHODE ISLAND
Associate Director and Superintendent of Securities
Division of Securities
233 Richmond Street, Suite 232
Providence, Rhode Island 02903-4232
401-277-3048

SOUTH DAKOTA
Department of Labor and Regulation
Division of Securities
124 South Euclid Suite 104
Pierre, South Dakota 57501
605-773-4823

TEXAS
Secretary of State
P.O. Box 12697
Austin, Texas 78711-2697
1019 Brazos
Austin, Texas 78701
512-463-5701

VIRGINIA
Clerk of the State Corporation Commission
1300 East Main St, 1st Floor
Richmond, Virginia 23219
804-371-9733

State Corporation Commission
1300 East Main St. 9th Floor
Richmond, Virginia 23219
804-371-9051

WISCONSIN
Commissioner of Securities or
Franchise Administrator
101 East Wilson Street
P.O. Box 1768
Madison, Wisconsin 53701
Commissioner 608-266-3431
Franchise Administrator 608-266-8559

WASHINGTON
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507
360-902-8760

CANADA

Director of Franchises
Alberta Securities Commission Agency
21st Floor
10025 Jasper Avenue
Edmonton, Alberta T5J 3Z5

Director of Franchises
Ontario Securities Commission
Suite 1903
20 Queen Street, West
Toronto, Ontario MSH 3S8
(416) 593-8314

Director of Franchises
New Brunswick Securities Commission
Suite 300
85 Charlotte Street
Saint John, New Brunswick 32L 2J2

Office of the Attorney General
Consumer, Corporate, and Insurance Division
PEI Securities Office
P.O. Box 2000
Charlottetown, Prince Edward Island
C1A 7N8
(902) 368-4569

AGENTS FOR SERVICE OF PROCESS

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

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

Alabama
Securities Commission
770 Washington Avenue, Suite 570
Montgomery, AL 36130-4700
(334) 242-2984
(800) 222-1253
(334) 242 0240 (Fax)

Alaska
Dept. of Community and Economic Development
Div. of Banking, Securities & Corporations
150 Third Street, Room 217
(907) 465-2521
(907) 465-1230 (Fax)

Arizona
Corporation Commission
Securities Division
1300 West Washington Street, Third Floor
Phoenix, AZ 85007
(602) 542-4242
(602) 594-7470 (Fax)

Arkansas
Securities Department
Heritage West Building
201 East Markham, Room 300
Little Rock, AR 72201-1692
(501) 324-9260
(501) 324-9268 (Fax)

California
Department of
Financial Protection and Innovation
Commissioner of
Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677
(916) 445-7975 (Fax)

Colorado
Division of Securities
1560 Broadway Street, Suite 900
Denver, CO 80202
(303) 894-2320
(303) 861-2126 (Fax)

Connecticut
Department of Banking
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230
(860) 240-8295 (Fax)

Delaware
Department of Justice
Division of Securities
Carvel State Office Building
820 North French Street, 5th Fl.
Wilmington, DE 19801
(302) 577-8424
(302) 577-6987 (Fax)

District of Columbia
Department of Insurance & Securities Regulation
Securities Bureau
810 First Street, NE, Suite 622
Washington, DC 20002
(202) 727-8000
(202) 535-1199 (Fax)

Florida
Financial Services Commission
Office of Financial Regulation
200 East Gaines Street
The Fletcher Building
Tallahassee, FL 32399-0372
(850) 410-9805
(850) 410-9748 (Fax)

AGENTS FOR SERVICE OF PROCESS

Georgia
Office of the Secretary of State
Division of Business Services and Regulation
Two Martin Luther King, Jr. Drive SE
802 West Tower
Atlanta, GA 30334
(404) 656-3920
(404) 651-6451 (Fax)

Hawaii
Department of Commerce & Consumer Affairs
Division of Business Regulation
335 Merchant Street Room 203
Honolulu, HI 96813
(808) 586-2744
(808) 586-2733 (Fax)

Idaho
Department of Finance
800 Park Boulevard Suite 200
Boise, ID 83712
(208) 332-8004
(208) 332-8099 (Fax)

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

Indiana
Office of the Secretary of State
Securities Division
302 West Washington Room E-111
Indianapolis, IN 46204
(317) 232-6681
(317) 233-3675 (Fax)

Iowa
Insurance Division
Securities Bureau
340 E. Maple Street
Des Moines, IA 50319-0066
(515) 281-4441
(515) 281-3059 (Fax)

Kansas
Office of the Securities Commissioner
618 South Kansas Avenue
Topeka, KS 66603-3804
(785) 296-3307
(785) 296-6872 (Fax)

Kentucky
Department of Financial Institutions
1025 Capital Center Drive Suite 200
Frankfort, KY 40601
(502) 573-3390
(800) 223-2579

Louisiana
Securities Commission
Office of Financial Institutions
8660 United Plaza Blvd. Second Floor
Baton Rouge, LA 70809-7024
(225) 925-4512
(225) 925-4548 (Fax)

Maine
Securities Division
State House Station 121
Augusta, ME 04333
(207) 624-8551
(207) 624-8590 (Fax)

AGENTS FOR SERVICE OF PROCESS

Maryland
Maryland Securities Commissioner
200 Saint Paul Place
Baltimore, MD 21202-2020
(410) 576-6360
(410) 576-6532 (Fax)

Montana
Office of the State Auditor
Securities Department
840 Helena Avenue
Helena, MT 59601
(406) 444-2040
(406) 444-5558 (Fax)

Massachusetts
Securities Division
One Ashburton Place Room 1701
Boston, MA 02108
(617) 727-3548
(617) 248-0177 (Fax)

Nebraska
Nebraska Department of Banking & Finance
1230 "O" Street, Suite 400
Lincoln, NE 68509-5006
(402) 471-3445

Michigan
Conduct Review & Securities Division
Office of Financial & Ins. Services
Dept. of Labor & Economic Growth
611 West Ottawa St, Third Floor
Lansing, MI 48933
(877)999-6442
(517)241-3953 (Fax)

New Hampshire
Bureau of Securities Regulation
State House Annex
Suite 317A 3rd Floor
Concord, NH 03301
(603) 271-1463
(603) 271-7933 (Fax)

Minnesota
Commissioner of Commerce
85 7th Place East, Suite 500
Saint Paul, MN 55101
(651) 296-4026
(651) 296-4328 (Fax)

New Jersey
Department of Law & Public Safety
Bureau of Securities
153 Halsey Street 6th Floor
Newark, NJ 07102
(973) 504-3600
(973) 504-3601 (Fax)

Mississippi
Office of the Secretary of State Business Regulation & Enforcement Division
700 North Street
Jackson, MS 39202
(601) 359-6371

New Mexico
Regulation & Licensing Department
Securities Division
2550 Cerrillos Road
Santa Fe, NM 87505
(505) 476-4580

Missouri
Office of the Secretary of State
600 West Main Street
Jefferson City, MO 65101
(573) 751-4136
(573) 526-3124 (Fax)

New York
Secretary of State
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231-0001
(212) 416-8222

AGENTS FOR SERVICE OF PROCESS

North Carolina
Secretary of State
Securities Division
Old Revenue Complex
2 S. Salisbury Street
Raleigh, NC 27601
(919) 733-3924
(919) 821-0818 (Fax)

North Dakota
Securities Commission
600 East Boulevard
State Capitol, 5th Floor
Bismarck, ND 58505-0510
(701) 328-2910
(701) 328-2946 (Fax)

Ohio
Division of Securities
77 South High Street 22nd Floor
Columbus, OH 43215
(614) 644-7381
(614) 466-3316 (Fax)

Oklahoma
Department of Securities
1st National Center, Suite 860
120 N. Robinson
Oklahoma City, OK 73102
(405) 280-7700
(405) 280-7742 (Fax)

Oregon
Department of Consumer
& Business Services
Div. of Finance & Corp. Securities
350 Winter Street, NE
Room 410
Salem, OR 97301-3881
(503) 378-4387
(503) 947-7862 (Fax)

Pennsylvania
Securities Commission
Eastgate Office Building
1010 North 7th Street, 2nd Floor
Harrisburg, PA 17102-1410
(717) 787-8061
(717) 783-5122 (Fax)

Puerto Rico
Commission of Financial Institutions
1492 Ponce de Leon Avenue
Suite 600
San Juan, PR 00907
(787) 723-3131 ext. 2222

Rhode Island
Department of Business Regulation
Securities Division
1511 Pontiac Avenue
Cranston, RI 02920-4407
(401) 462-9588
(401) 462-9645 (Fax)

South Carolina
Office of the Attorney General
Securities Division
Rembert C. Dennis Office Building
1000 Assembly Street
Columbia, SC 29201
(803) 734-4731
(803) 734-0032 (Fax)

South Dakota
Department of Labor and Regulation
Division of Securities
124 South Euclid Suite 104
Pierre, SD 57501-2000
(605) 773-4823
(605) 773-5953 (Fax)

AGENTS FOR SERVICE OF PROCESS

Tennessee
Department of Commerce & Insurance
Securities Division
Davy Crockett Tower, Suite 680
500 James Robertson Parkway
Nashville, TN 37243-0575
(615) 741-2947
(615) 532-8375 (Fax)

Texas
State Securities Board
208 East 10th Street, 5th Floor
Austin, TX 78701
(512) 305-8300

U.S. Virgin Islands
Division of Banking and Insurance
18 Kongens Gade
Saint Thomas, VI 00802
(340) 774-7166

Utah
Department of Commerce
Division of Securities
160 East 300 South 2nd Floor
Salt Lake City, UT 84111
(801) 530-6600
(801) 530-6980 (Fax)

Vermont
Department of Banking, Insurance,
Securities & Health Care Administration
89 Main Street
Drawer 20
Montpelier, VT 05620-3101
(802) 828-3420
(802) 828-2896 (Fax)

Virginia
Clerk of the State of Corporation Commission
1300 East Main Street 1st Floor
Richmond, VA 23219
(804) 371-9733

Washington
Department of Financial Institutions
Securities Division
150 Israel Rd, SW
Tumwater, WA 98501
(360) 902-8760
(360) 902-0524 (Fax)

West Virginia
Office of the State Auditor
Securities Division
Building 1 Room W-100
Charleston, WV 25305-0230
(304) 558-2257
(877) 982-9148
(304) 558-4211 (Fax)

Wisconsin
Department of Financial Institutions
Division of Securities
345 W. Washington Avenue
4th Floor
Madison, WI 53703
(608) 266-1064
(608) 264-7979 (Fax)

Wyoming
Secretary of State
Securities Division
State Capitol, Room 109
200 W. 24th Street
Cheyenne, WY 82002-0020
(307) 777-7370
(307) 777-5339 (Fax)

EXHIBIT I

TO DISCLOSURE DOCUMENT

EFFECTIVE DATES AND RECEIPTS

STATE EFFECTIVE DATES

The following states 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:

STATES	EFFECTIVE DATE
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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 The Solar Detective Franchisor offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed franchise sale or grant.

New York and Rhode Island require that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale or grant, Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale or grant.

If The Solar Detective 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 or state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the state agency listed on Exhibit H. Our registered agents authorized to receive service of process are set forth on Exhibit H.

The franchise seller for this offering is:

Name	Principal Business Address	Telephone Number
Bill Horan	1049 Camino Del Mar, Suite 4D, Del Mar, CA 92014	(858) 519-8415

Issuance Date: March 22, 2022

I acknowledge receiving this Franchise Disclosure Document dated March 22, 2022, including the following Exhibits:

Exhibit A – Franchise Agreement and Attachments
Exhibit B – State Specific Appendix
Exhibit C – General Release (Sample Form)
Exhibit D – Financial Statements
Exhibit E – Operations Manual Table of Contents
Exhibit F – Compliance Questionnaire
Exhibit G – List of Current Franchisees and List of Former Franchisees
Exhibit H – List of State Administrators and List of Agents for Service of Process
Exhibit I – Receipts

Dated: ______________________	Dated: ______________________
______________________ Printed Name	______________________ Printed Name
______________________ Signed individually and as an officer of _______ (a Corporation) _______ (a Partnership) _______ (a Limited Liability Company)	______________________ Signed individually and as an officer of _______ (a Corporation) _______ (a Partnership) _______ (a Limited Liability Company)

[KEEP THIS PAGE FOR YOUR RECORDS]

RECEIPT

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

If The Solar Detective Franchisor offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed franchise sale or grant.

New York and Rhode Island require that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale or grant, Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale or grant.

If The Solar Detective 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 or state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the state agency listed on Exhibit H. Our registered agents authorized to receive service of process are set forth on Exhibit H.

The franchise seller for this offering is:

Name	Principal Business Address	Telephone Number
Bill Horan	1049 Camino Del Mar, Suite 4D, Del Mar, CA 92014	(858) 519-8415

Issuance Date: March 22, 2022

I acknowledge receiving this Franchise Disclosure Document dated March 22, 2022, including the following Exhibits:

Exhibit A – Franchise Agreement and Attachments
Exhibit B – State Specific Appendix
Exhibit C – General Release (Sample Form)
Exhibit D – Financial Statements
Exhibit E – Operations Manual Table of Contents
Exhibit F – Compliance Questionnaire
Exhibit G – List of Current Franchisees and List of Former Franchisees
Exhibit H – List of State Administrators and List of Agents for Service of Process
Exhibit I – Receipts

Dated: ______________________________

____
Printed Name

____
Signed individually and as an officer of
_______ (a Corporation)
_______ (a Partnership)
_______ (a Limited Liability Company)

Dated: ______________________________

____
Printed Name

____
Signed individually and as an officer of
_______ (a Corporation)
_______ (a Partnership)
_______ (a Limited Liability Company)

Please return this completed form to The Solar Detective Franchisor
Email: info@thesolardetective.com
Regular Mail: 1049 Camino Del Mar, Suite 4D, Del Mar, CA 92014 (858) 519-8415