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FRANCHISE DISCLOSURE DOCUMENT

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DEPARTMENT OF BUSINESS OVERSIGHT SAN FRANCISCO

The Solar Scrubbers Inc
A Delaware S Corporation
3281 Fairlane Farms Road
Wellington, FL 33414
866-827-2782
info@scrubmasters com
www scrubmasters com

The franchised business is to operate a commercial and residential home services business under the trade name Scrubmasters and The Solar Scrubbers

The total investment necessary to begin operation of a The Solar Scrubbers and Scrubmasters franchise is $23,500-$71,850 This includes the $9,900 franchise fee that must be paid to the franchisor or affiliate

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English Read this disclosure document and all accompanying agreements carefully You must receive 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 governmental agency has verified the information contained in this document**

You may wish to receive your disclosure document in another format that is more convenient for you To discuss the availability of disclosures in different formats, please contact Todd Vaccarello at 3281 Fairlane Farms Road, Wellington, FL 33414 and 866-827-2782

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 4/01/2017

STATE COVER PAGE

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

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

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

Please consider the following RISK FACTORS before you buy this franchise

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

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

3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

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

Effective Date See the next page for state effective dates

STATE EFFECTIVE DATES

The following chart lists states which require that this disclosure document be registered or filed with the state or be exempt from registration In these states, the effective date of this disclosure document is as follows

State	Effective Date
California	12/2016
Hawaii	Not applicable
Illinois	Not applicable
Indiana	Not applicable
Maryland	01/2017
Michigan	Not applicable
Minnesota	Not applicable
New York	Not applicable
North Dakota	Not applicable
Rhode Island	Not applicable
South Dakota	Not applicable
Virginia	12/2016
Washington	Not applicable
Wisconsin	Not applicable

In the following states, we have filed a notice of exemption from the registration or filing requirements of the state's business opportunity laws with respect to the offering described in this disclosure document

State	Effective Date
Connecticut*	Not applicable
Florida	12/2016
Kentucky*	Not applicable
Nebraska	Not applicable
Texas*	Not applicable
Utah	Not applicable

* One-time filing

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise

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

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

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

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

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

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

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

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

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

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

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled At the option of the franchisor, a surety bond may be provided in place of escrow

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

Any questions regarding this notice should be directed to

State of Michigan Department of Attorney General
G Mennen Williams Building, 7th Floor
525 W Ottawa Street
Lansing, Michigan 48909
Telephone Number (517) 373 7117

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

In this disclosure document, "we", "us," or "our" refers to The Solar Scrubbers Inc "You" means the person to whom we grant a franchise If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement's provisions also will apply to your owners

(1) Us, Any Parents, and Certain Affiliates

Our name is The Solar Scrubbers Inc Our principal business address is 3281 Fairlane Farms Road, Wellington FL 33414 We do not have any parent entities We do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees

(2) Our Predecessors

We do not have any predecessors

(3) Our Business Name

We use the names "The Solar Scrubbers Inc ", "Scrubmasters", "The Solar Scrubbers" and "The Solar Scrubbers Franchising"

(4) Agent for Service of Process

Our agent for service of process in Florida is Todd Vaccarello, and the agent's principal business address is 3281 Fairlane Farms Road, Wellington FL 33414 Our agents for service of process in other states are disclosed in Exhibit A

(5) Business Organization

We are a Delaware S Corporation We were created on October 24, 2015

(6) Information About Our Business and the Franchises Offered

(i) We (that is, The Solar Scrubbers Inc) do not operate businesses of the type being franchised, but our affiliate does

(ii) We do not have any other business activities We have not offered franchises in other lines of business

(iii) If you sign a franchise agreement with us, you will develop and operate a commercial and residential home services business under the trade name Scrubmasters and/or The Solar Scrubbers

(iv) There is a nationwide, competitive and developing market for window and specialty cleaning services The market competition typically varies from single individuals to small businesses You will compete with other businesses performing similar window and specialty cleaning services, including other national or regional franchise systems, smaller independent businesses and non-franchised companies

(v) We are not aware of any laws or regulations specific to our industry

(7) Prior Business Experience

We have offered franchises since the date of this disclosure document None of our affiliates has offered franchises in other lines of business None of our affiliates provides products or services to our franchisees

Item 2
BUSINESS EXPERIENCE

The following people are our directors, trustees, general partners, principal officers, and any other individuals who will have management responsibility relating to the sale or operation of franchises offered by this document

Todd Vaccarello: CEO

Todd has been the CEO of Scrubmasters and The Solar Scrubbers since its inception He also serves as President and CEO of West Coast Commercial Cleaning

Noam S. Weiss. Director of Development

Noam is the Director of Development for The Solar Scrubbers and Scrubmasters

John Antolini- VP/Board of Directors

John has been the Vice President and has been a participant on the Board of Directors since The Solar Scrubbers and Scrubmasters began in 2016

Item 3
LITIGATION

No litigation is required to be disclosed in this Item

Item 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item

Item 5
INITIAL FEES

The following are our initial fees and any conditions under which these fees are refundable For this section, ''initial fees'' means all fees and payments, or commitments to pay, for services or goods you received from us or any affiliate before your business opens, whether payable in lump sum or installments

Franchise Fee

When you sign your franchise agreement, you must pay us $9,900 as the initial franchise fee This fee is uniform Furthermore, you also must purchase from us certain items of the Equipment Package, as described in ITEM 7 and ITEM 8 The cost of the Equipment Package ranges from $5,500 to $11,000 The Equipment Package provides all the cleaning equipment needed to perform the services offered

If (1) you fail to complete the initial training program to our satisfaction, or (2) we conclude, no more than 10 days after you complete the initial training program, that you do not have the ability to satisfactorily operate your franchise, then we have the right to terminate your franchise agreement If we do so, we will refund your franchise fee less any out-of-pocket costs we have incurred, subject to your signing a general release of our liability Otherwise, the franchise fee is not refundable

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	7% of your gross sales	Monthly, on the 5th day of the following month	See Note 1
Marketing Fund Contribution	0-2% of your gross sales	Monthly, on the 5th day of the following month	This will be implemented when franchisee majority votes it in
Non-compliance fee	$250	Upon demand	We may charge you $250 for any non-compliance with our system specifications or your franchise agreement If such non-compliance is ongoing, we may charge you $250 per week until you cease such non-compliance
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us

Type of Fee	Amount	Due Date	Remarks
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	Upon demand	We may charge a late fee if you fail to make a required payment when due
Insufficient funds fee	$50 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	Upon demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us
Breach of territory fee	The greater of (i) $500 or (ii) 75% of the amount paid by the customer outside of your territory	On demand	If you serve a customer outside of your territory without our prior written commission, we may impose this fee
Special support fee	Our then-current fee, plus our expenses Currently, $600 per day	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support)
Customer complaint resolution	Our expenses		We may take any action we deem appropriate to resolve a customer complaint about your business If we respond to a customer complaint, we may require you to reimburse us for our expenses
Records audit	Our actual cost	Upon demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any month

Type of Fee	Amount	Due Date	Remarks
Inspection fee	Currently $300, plus our out-of-pockets costs	Upon demand	Payable only if we conduct an inspection of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee
Transfer fee	$5,000	When transfer occurs	Payable if you sell your business
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence)
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses
Annual Convention Fee	$850-$1350	As incurred	See item 11

All fees are payable only to us All fees are imposed by us and collected by us All fees are non-refundable All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate

Notes

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

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
Initial franchise fee (See Note 1)	$9,900	-	$9,900	Check or wire transfer	Upon signing the franchise agreement	Us
Rent, Utilities, and Leasehold Improvements (see Note 3)	$0	-	$2,750	Check, debit and/or credit	As incurred	Storage facility
Equipment Package (See Note 2)	$5,500	-	$11,000	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Furniture, Fixtures, and Equipment	$500	-	$2,500	Check, debit, and/or credit	As incurred	Vendors and suppliers
Computer Systems	$250	-	$1,200	Check, debit, and/or credit	As incurred	Vendors and suppliers
Insurance	$600	-	$3,000	Check	Upon ordering	Insurance company
Vehicle (see Note 4)	$250	-	$22,000	Check	Upon purchase	Vendor
Signage	$500	-	$1,000	Check, debit, and/or credit	Upon ordering	Vendor
Office Expenses	$1,000	-	$2,000	Check, debit, and/or credit	As incurred	Vendors
Inventory	$0	-	$1,000	Check, debit, and/or credit	Upon ordering	Vendors
Marketing	$0	-	$3000	Check, debit, and/or credit	Upon Ordering	Vendors
Licenses and Permits	$200	-	$500	Check	Upon application	Government
Dues and Subscriptions	$0	-	$500	Check, debit, and/or credit	As incurred	Vendors, trade organizations

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Professional Fees (lawyer, accountant, etc)	$500 - $2,500	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging and meals for initial training	$750 - $2,000	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants
Additional funds (for first 3 months) (see Note 5)	$3,000 - $7,000	Varies	Varies	Employees, suppliers, utilities
Total	$23,500 - $71,850			

Notes

1 The initial franchise fee is refundable only as described in Item 5 If you lease a location, then your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider None of the other expenditures in this table will be refundable

2 You must purchase an Equipment Package The items in the Equipment Package are set forth on our training program The cost of the Equipment Package ranges from $5,500 to $11,000 The Equipment Package provides all the cleaning equipment needed for 1 Vehicle operation

3 We estimate real property, leasehold improvements, and utilities at zero because we expect you will open as a home-based business

4 The franchisee will need a van or pickup truck that is less than 5 years old

5 This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, rent, and other operating expenses in excess of income generated by the business

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications

(1) Specific Obligations

The following are our current specific obligations for purchases and leases

A Real Estate If you do not work from home, your business location is subject to our approval

B Insurance You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and (iii) Workers Compensation coverage as required by state law Your insurance policies must add us as additional insured

C Point-of-sale software and hardware, and related software and hardware You must purchase (or lease) the point-of-sale software and hardware, and related software and hardware, that we specify See Item 11 for more details

(2) Us or our Affiliates as Supplier

Franchisee will purchase proprietary cleaning chemicals from us

(3) Ownership of Suppliers

None of our officers owns an interest in any supplier to our franchisees currently

(4) Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability, inspections, product testing, and performance reviews Our criteria for approving suppliers are not available to you We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual

(5) Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose) We will generally (but not are not obligated to do so) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units

(6) Revenue To Us and Our Affiliates

We will derive revenue from the required purchases and leases by franchisees Because we are a new franchisor, our total revenue in the prior fiscal year was $0 Our revenue from all required purchases and leases of products and services by franchisees in the prior fiscal year was $0 The percentage of our total revenues that were from required purchases or leases in the prior fiscal year was 0%

(7) Proportion of Required Purchases and Leases

We estimate that the required purchases and leases of goods and services to operate your business is 100% of your total purchases and leases of goods and services to operate your business

(8) Payments by Designated Suppliers to Us

We do not receive payments from any designated suppliers based on purchases by you or other franchisees

(9) Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists

(10) Benefits Provided To You For Purchases

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

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a Site selection and acquisition/lease	§ 6 1	Item 11
b Pre-opening purchase/leases	§§ 6 2, 6 3	Items 5, 7, 8 and 11
c Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d Initial and ongoing training	§§ 6 4, 7 6	Items 5, 6, 8 and 11
e Opening	§§ 6 5, 6 6	Items 7, 8 and 11
f Fees	Article 4, §§ 5 5, 7 8, 10 5, 11 2, 11 3, 14 5, 15 2, 16 1, 17 6	Items 5, 6 and 7
g Compliance with standards and policies/operating manual	§§ 6 3, 7 1, 7 3, 7 5, 7 9 – 7 13, 7 15, 10 1, 10 4, 11 1	Items 8, 11 and 14
h Trademarks and proprietary information	Article 12, § 13 1	Items 13 and 14
i Restrictions on products/services offered	§ 7 3	Items 8, 11 and 16
j Warranty and customer service requirements	§§ 7 8, 7 9	Item 8
k Territorial development and sales quotas	N/A	Item 12
l Ongoing product/service purchases	Article 8	Items 6 and 8
m Maintenance, appearance, and remodeling requirements	§§ 7 12, 7 13	Items 6, 7 and 8
n Insurance	§ 7 15	Items 6, 7 and 8
o Advertising	Article 9	Items 6, 7, 8 and 11
p Indemnification	Article 16	Items 6 and 8
q Owner's participation/management/staffing	§ 2 4	Items 15
r Records and reports	Article 10	Item 11
s Inspections and audits	§§ 10 5, 11 2	Items 6 and 11
t Transfer	Article 15	Items 6 and 17
u Renewal	§ 3 2	Items 6 and 17
v Post-termination obligations	Article 13, § 14 3	Item 17
w Non-competition covenants	§ 13 2	Item 17

Obligation	Section in agreement	Disclosure document item
x Dispute resolution	Article 17	Items 6 and 17

Item 10
FINANCING

We do not offer direct or indirect financing We do not guarantee your note, lease or obligations

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

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

(1) Our Pre-Opening Obligations

Before you open your business

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

B *Hiring and training employees* We will provide you with our suggested staffing levels (Section 5 2), suggested guidelines for hiring employees (Section 5 2), operational instructions in the Manual which you can use as part of training new employees (Section 5 3), and our initial training program described below Our on-site opening support (as described below) includes assisting you in training employees All hiring decisions and conditions of employment are your sole responsibility

C *Necessary equipment, signs, fixtures, opening inventory, and supplies* We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business (Section 5 4) We do not provide these items directly, we only provide the names of approved suppliers We do not deliver or install these items

D *Operating Manual* We will give you access to our Operating Manual (Section 5 1)

E *Business plan review* If you request, we will review your pre-opening business plan and financial projections (Section 5 4)

F *Market introduction plan* We will advise you regarding the planning and execution of your market introduction plan (Section 5 4)

G *On-site opening support* We will have a representative provide on-site support for at least 2 days in connection with your business opening (Section 5 4)

H *Web Site* We will provide a landing page to be utilized to market your local business

(2) Length of Time To Open

The typical length of time between signing the franchise agreement and the opening of your business is one month Factors that may affect the time period include your ability to obtain a lease (if applicable), obtaining financing, obtaining business permits and licenses, scheduling initial training, and hiring employees

(3) Our Post-Opening Obligations

After you open your business

A *Developing products or services you will offer to your customers* Although it is our intent and practice to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so

B *Hiring and training employees* We will provide you with our suggested staffing levels (Section 5 2), suggested guidelines for hiring employees (Section 5 2), and operational instructions in the Manual which you can use as part of training new employees (Section 5 3) All hiring decisions and conditions of employment are your sole responsibility

C *Improving and developing your business, resolving operating problems you encounter* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable If we provide in-person support in response to your request, we may charge a fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support) (Section 5 5)

D *Establishing prices* Upon your request, we will provide recommended prices for products and services (Section 5 5)

E *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures* We will provide you our recommended procedures for administrative, bookkeeping, accounting, and inventory control (Section 5 5) We may make any such procedures part of required (and not merely recommended) procedures for our system

F *Marketing Fund* We will administer the Marketing Fund (Section 5 5)

G *Website* We will maintain a website for Scrubmasters and/or The Solar Scrubbers brand, which will include your business information and telephone number (Section 5 5)

(4) Advertising

(i) *Our obligation* We will use the Marketing Fund only for marketing and related purposes and costs Media coverage is primarily local We use outside vendors and consultants to produce advertising We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located We will maintain the brand website (which will be paid for by the Marketing Fund) We have no other obligation to conduct advertising

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

(iii) *Advertising council* We do not have an advertising council composed of franchisees The franchise agreement does not give us the power to form an advertising council

(iv) *Advertising Fund* You and all other franchisees must contribute to our Marketing Fund Your contribution is 0-2% of gross sales per month All franchisees contribute the same percentage Any outlets that we operate also contribute to the Marketing Fund on the same basis We administer the fund If not all marketing funds are spent in the fiscal year in which they accrue, the money will remain in the Marketing Fund to be spent in the next year The marketing fund will be formed by a majority vote of existing franchise locations

No money from the Marketing Fund is spent principally to solicit new franchise sales

(vi) *Market introduction plan* You must develop a market introduction plan and obtain our approval of the plan at least 90 days before the projected opening date of your business

(vii) *Required spending* You must spend at least 5% of gross sales or a minimum $1,250 each month whichever is less on marketing your business

(5) Point of Sale and Computer Systems

We require you to buy (or lease) and use a point-of-sale system and computer system as follows

Pocomos Field Management software

The system Software allows you to easily create and manage Jobs at every stage from Quote, to Work Order, to Invoiced, to Paid It also enables you to update Jobs from the office or field These systems will generate or store data such as customer addresses, phone numbers, billing information, invoices, proposals, and other customer data

(i) We estimate that these systems will cost between $100-$250 monthly

(ii) We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates We do not require you enter into any such contract with a third party

(iii) You must upgrade or update any system when we determine There is no contractual limit on the frequency or cost of this obligation

(iv) We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $0 to $500

You must give us independent access to the information that will be generated or stored in these systems The information that we may access will include sales, customer data, and reports There is no contractual limitation on our right to access the information

(6) Operating Manual

See Exhibit E for the table of contents of our Operating Manual as of our last fiscal year end, with the number of pages devoted to each subject and the total number of pages in the Operating Manual

(7) Training Program

Our training program consists of the following

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Equipment (Usage and Safety	1	3	Varies
Company History and Operations-Management and Operational Standards	4		HQ
Advertising and Bidding	1	4	HQ
Forms, Computer and Accounting	5		HQ
Review and Questions	2		HQ
Field Training		6	TBD
Selling		10	HQ
Additional Sales and Operations	0	Up to 24 hours	Territory
TOTALS	13	Up to 47 hours	

Training classes will be scheduled in accordance with the needs of new franchisees We anticipate holding training class once per month Training will be held at our offices and business location in Wellington, FL or a location to be determined

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

Training classes will be led by Todd Vaccarello His experience is described in Item 2 He has 3 years of experience in our industry, and 2 years of experience with us or our affiliates

There is no fee for up to 3 persons to attend training You must pay the travel and living expenses of persons attending training

You must attend training You may send any additional persons to training that you want (up to the maximum described above) You must complete training to our satisfaction at least four weeks before opening your business

We do not currently require additional training programs or refresher courses, but we have the right to do so

Item 12
TERRITORY

(1) Your Location

We anticipate that you will operate from your home If you decide to operate from a professional office, your location is subject to our approval

(2) Grant of Territory

We grant you the right to operate a Scrubmasters Franchise and The Solar Scrubbers Franchise Business within a particular Territory The method used to describe territorial boundaries of franchises will be one or a combination of the following county lines, highways or streets, or zip codes The territory contains a population of approximately 250,000 persons Except as described below, you will not receive an exclusive territory

(3) Relocation, Establishment of Additional Outlets

If you want to relocate your business headquarters, you must obtain our prior approval We will generally approve a request to relocate your headquarters for good business reasons Your territory will remain unchanged

You do not have the right to establish additional franchised outlets or expand into additional territory If you desire to do so, you must (1) meet our then-current criteria for new franchisees, (2) be in compliance with your franchise agreement at all times since opening your business, (3) have demonstrated your capability to operate a multi-territory franchise successfully, and (4) obtain our agreement

(4) Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises

(5) Exclusivity

We grant you an exclusive territory In your territory, we will not open a Scrubmasters or The Solar Scrubbers outlet, nor license or franchise another party to open a Scrubmasters or The Solar Scrubbers outlet Continuation of your territorial exclusivity does not depend on any contingency There are no circumstances that permit us to modify your territorial rights

(6) Other

(i) Restrictions on us from soliciting or accepting orders in your territory

We will not serve customers in your territory, nor authorize another party to serve customers in your territory, under our Scrubmasters or The Solar Scrubbers brand However, we may serve (or authorize other franchisees to serve) customers in your territory if you are in default We may serve (or authorize another franchisee to serve) a particular customer in your territory if you fail to properly serve such customer, or if we reasonably believe that you will not properly serve such customer We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory (i) using our principal trademarks, but only for sales of products different from the ones you will offer, and (ii) using trademarks different from the ones you will use In the circumstances where the franchise agreement does not prohibit us from soliciting or accepting orders from inside your territory, we do not pay any compensation to you

(ii) Soliciting By You Outside Your Territory

You cannot solicit or market to potential customers outside of your territory, except for solicitations or marketing which are primarily targeted inside the territory and which incidentally reach potential customers outside of the territory You cannot serve customers outside of your territory without our prior written permission We may withdraw permission at any time

(iii) Competition By Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer

Item 13
TRADEMARKS

(1) – (4) Principal Trademarks

The following is the principal trademark that we license to you We do not have a federal registration for our principal trademark Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses We filed an application for registration on the Principal Register of the United States Patent and Trademark Office

Trademark	Application Date	Identification Number
The Solar Scrubbers	October 8, 2015	86781487
Scrubmasters	March 20,2017	88931578

(5) Determinations

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

(6) Litigation

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

(7) Agreements

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

(8) Protection of Rights

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

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you The franchise agreement does not require us to take affirmative action when notified of these uses or claims We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you

If you use our trademarks in accordance with the franchise agreement, then (i) we shall defend you (at our expense) against any legal action by a third party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense

(9) Superior Prior Rights and Infringing Uses

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

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

(1) Patents

We do not own rights in, or licenses to, patents that are material to the franchise

(1) – (6) Copyrights

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

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

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

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

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

(7) Proprietary Information

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

You must protect the confidentiality of our Operating Manual and other proprietary information, and use our confidential information only for your franchised business We may require your owners and key employees to sign confidentiality agreements

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

(1) Your Participation

You are required to participate personally in the direct operation of your business

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

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 2 to Exhibit B)

(2) "On-Premises" Supervision

When your business performs services for a customer, you are not required to personally conduct "on-premises" supervision of your business However, we recommend on-premises supervision by you

There is no limit on whom you can hire as an on-premises supervisor The general manager of your business (whether that is you or a hired person) must successfully complete our training program

If the franchise business is owned by an entity, we do not require that the general manager own any equity in the entity

(3) Restrictions On Your Manager

If we request, you must have your general manager sign a confidentiality and non-compete agreement We do not require you place any other restrictions on your manager

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved

You must offer for sale all goods and services that we require We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes

We do not restrict your access to customers, except that all sales must be made to customers in your territory

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a Length of the franchise term	§ 3 1	10 years from date of franchise agreement
b Renewal or extension of the term	§ 3 2	You may obtain a successor franchise agreement for up to two additional 5 year terms
c Requirements for franchisee to renew or extend	§ 3 2	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional 5 year term You may be asked to sign a contract with materially different terms and conditions than your original contract To renew, you must give advance notice to us, be in compliance, renovate to then-current standard, sign then-current form of franchise agreement, sign general release (unless prohibited by applicable law)

Provision	Section in franchise or other agreement	Summary
d Termination by franchisee	§ 14 1	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you
e Termination by franchisor without cause	Not Applicable	
f Termination by franchisor with cause	§ 14 2	
g "Cause" defined--curable defaults	§ 14 2	Non-payment by you (10 days to cure), violate franchise agreement other than non-curable default (30 days to cure)
h "Cause" defined--non-curable defaults	§ 14 2	Misrepresentation when applying to be a franchisee, intentionally submitting false information, bankruptcy, lose possession of your location, violation of law, violation of confidentiality, violation of non-compete, violation of transfer restrictions, libel or defamation of us, cease operations for more than 5 consecutive days, three defaults in 12 months, cross-termination, charge or conviction of a felony or crime of moral turpitude, or accusation of an act that is reasonably likely to materially and unfavorably affect our brand, any other breach of franchise agreement which by its nature cannot be cured
i Franchisee's obligations on termination/non-renewal	§§ 14 3 – 14 6	Pay all amounts due, return Manual and proprietary items, notify phone, internet, and other providers and transfer service, cease doing business, remove identification, purchase option by us
j Assignment of agreement by us	§ 15 1	Unlimited

Provision	Section in franchise or other agreement	Summary
k "Transfer" by franchisee - defined	Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) direct or indirect ownership interest of more than 25% of the business, or (iv) control of the business
l Franchisor's approval of transfer by franchisee	§ 15 2	No transfers without our approval
m Conditions for franchisor's approval of transfer	§ 15 2	Pay transfer fee, buyer meets our standards, buyer is not a competitor of ours, buyer signs our then-current franchise agreement, you've made all payments to us and are in compliance with the franchise agreement, buyer completes training program, you sign a general release, business complies with then-current system specifications
n Franchisor's right of first refusal to acquire franchisee's business	§ 15 5	If you want to transfer your business, we have a right of first refusal
o Franchisor's option to purchase franchisee's business	Not Applicable	
p Death or disability of franchisee	§§ 15 4, 11 9	If you die or become incapacitated, your executor must transfer the business to a third party within nine months We have the right to temporarily operate the business if you die or become incapacitated
q Non-competition covenants during the term of the franchise	§ 13 2	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, or be engaged or employed by, any competitor
r Non-competition covenants after the franchise is terminated or expires	§ 13 2	For two years, no ownership or employment by a competitor operating in your former territory or the territory of any other The Solar Scrubbers business operating on the date of termination

Provision	Section in franchise or other agreement	Summary
s Modification of the agreement	§ 18 4	No modification or amendment of the franchise agreement will be effective unless it is in writing and signed by both parties This provision does not limit our right to modify the Manual or system specifications
t Integration/merger clause	§ 18 3	The franchise agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations However, this does not disclaim the representations made by us in this disclosure document
u Dispute resolution by arbitration or mediation	§ 17 1	All disputes are resolved by arbitration (except for injunctive relief)
v Choice of forum	§§ 17 1, 17 5	Arbitration will take place where our headquarters is located (currently, Wellington, Florida) Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located
w Choice of law	§ 18 8	Florida (unless other state law applies)

For additional disclosures required by certain states, refer to Exhibit G - State Addenda to Disclosure Document

Item 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets We also do not authorize our employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Todd Vaccarello, 3281 Fairlane Farms Road, Wellington FL 33414, and 866-827-2782, the Federal Trade Commission, and the appropriate state regulatory agencies

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2014 to 2016

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2014	0	0	0
	2015	0	0	0
	2016	0	0	0
Company-Owned	2014	0	0	0
	2015	0	0	0
	2016	0	0	0
Total Outlets	2014	0	0	0
	2015	0	0	0
	2016	0	0	0

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2013 to 2015

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Total	2014	0
	2015	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2016	0

Table 3
Status of Franchised Outlets
For years 2013 to 2015

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
N/A								
Totals	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
For years 2013 to 2015

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
CA	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
Totals	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0

Table 5
Projected Openings As Of December 31, 2016

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlets In the Next Fiscal Year
California	0	1	0
Totals	0	1	0

(4) Current Franchisees

Exhibit F contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets

(5) Former Franchisees

Exhibit F contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date

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

(6) Sale of Previously Owned Outlet

We are not selling a previously-owned franchised outlet now under our control

(7) Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee

(8) Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system

Item 21
FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission Exhibit D contains our audited financial statements from 4/01/2017

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits

A	State Addenda to Franchise Agreement
B	Franchise Agreement (with Guaranty and Non-Compete Agreement)
C	Form of General Release
D	Territory and Performance Standards
E	Electronic Funds and Direct Deposit Form
F	Assignment of Telephone numbers

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

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

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Business Oversight Department of Business Oversight *Los Angeles* 320 West 4th Street Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 *Sacramento* 1515 K Street Suite 200 Sacramento, CA 95814-4052 (916) 445-7205 *San Diego* 1350 Front Street, Room 2034 San Diego, CA 92101-3697 (619) 525-4233 *San Francisco* One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P O Box 40 Honolulu, Hawaii 96810 (808) 586-2744	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W Washington Street Indianapolis, Indiana 46204 (317) 232-6681	
Maryland	Maryland Division of Securities 200 St Paul Place Baltimore, MD 21202-2020 (410) 576-7042	Maryland Commissioner of Securities 200 St Paul Place Baltimore, Maryland 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn Franchise Section 525 W Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Market Assurance Division 85 7th Place East, Suite 500 St Paul, Minnesota 55101-2198 (651) 296-6328	
New York	New York State Department of Law Investor Protection Bureau 120 Broadway, 23rd Floor New York, NY 10271 (212) 416-8211	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
South Dakota	Division of Securities 445 East Capitol Avenue Pierre, SD 57501-3185 (605) 773-4823	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P O Box 9033 Olympia, WA 98507-9033 (360) 902-8760	
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, Wisconsin 53701 (608) 266-2801	

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1	Franchisee	______________________
2	Effective Date	______________________
3	Initial Franchise Fee	$__________
4	Business Location	______________________
5	Territory	______________________________________
6	Opening Deadline	______________
7	Principal Executive	______________
8	Franchisee's Address	____________________________

FRANCHISE AGREEMENT

This Franchise Agreement is made this __ day of _____, 20_ between The Solar Scrubbers Inc , a Delaware corporation with its principal business address at ____________________("we" or "us"), and ________________, a(n) ___________ whose principal business address is _____________________________

Background Statement.

A The Solar Scrubbers Franchising and Scrubmasters Franchising has created and owns a system (the "System") for developing and operating a home services business and commercial and residential solar panel cleaning business under the trade names Scrubmasters and The Solar Scrubbers

B The System includes (1) methods and procedures for developing and operating a The Solar Scrubbers and Scrubmasters business, (2) plans, specifications, equipment, signage and trade dress for Scrubmasters and The Solar Scrubbers businesses, (3) particular products and services, (4) the Marks, (5) training programs, (6) technical knowledge, (7) marketing plans and concepts, (8) a website, (9) accounting and bookkeeping specifications, (10) methods and standards of operation, and (11) other mandatory or optional elements as determined by Scrubmasters and The Solar Scrubbers Franchising from time to time

C The parties desire that Scrubmasters and The Solar Scrubbers Inc license the Marks and the System to Franchisee for Franchisee to develop and operate a Scrubmasters and The Solar Scrubbers business on the terms and conditions of this Agreement

ARTICLE 1. DEFINITIONS

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

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by The Solar Scrubbers Franchising

"**Business**" means Scrubmasters and The Solar Scrubbers business owned by Franchisee and operated under this Agreement

"**Competitor**" means any business which offers homes services and solar panel cleaning services or solutions which derives 5% or more of its annual gross sales from homes services and solar panel cleaning services or solutions

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

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

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

"**Location**" means the location stated on the Summary Page

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

"**Manual**" means The Solar Scrubbers Franchising's confidential Operating Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media

"**Marketing Fund**" means the fund established (or which may be established) by The Solar Scrubbers Franchising into which Marketing Fund Contributions are deposited

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by The Solar Scrubbers Franchising from to time for use in a The Solar Scrubbers business

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

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which Scrubmaster and The Solar Scrubbers Franchising requires franchisees to use

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

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

"**Transfer**" means for Franchisee (or any owner of Franchisee) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) direct or indirect ownership interest of more than 25% of the Business, or (iv) control of the Business

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Scrubmasters Franchising and The Solar Scrubbers Franchising grants to Franchisee the right to operate a Scrubmasters Franchise andThe Solar Scrubbers business solely in the Territory Franchisee shall develop, open and operate a Scrubmasters and The Solar Scrubbers business in the Territory for the entire term of this Agreement The parties acknowledge that Franchisee must operate the Business to meet Scrubmasters Franchising and The Solar Scrubbers Franchising's minimum System Standards, but that the means of satisfying the System Standards are left to the control and discretion of Franchisee

2 2 Protected Territory

(a) Limitation Franchisee shall not solicit or market to potential customers outside of the Territory, except for solicitations or marketing which are primarily targeted inside the Territory and which incidentally reach potential customers outside of the Territory

(b) Service Franchisee shall not serve customers outside of the Territory without The Solar Scrubbers Franchising's prior written permission The Solar Scrubbers Franchising may withdraw permission at any time If Franchisee serves a customer outside of the Territory without The Solar Scrubbers Franchising's prior written commission, The Solar Scrubbers Franchising may impose a fee equal to the greater of (i) $500 or (ii) 75% of the amount paid by such customer to Franchisee This fee is a reasonable estimate of The Solar Scrubbers Franchising's internal cost of personnel time attributable to addressing Franchisee's breach of this Section, and is not a penalty or estimate of all damages arising from Franchisee's breach This fee is in addition to all of The Solar Scrubbers Franchising's other rights and remedies

(c) Exclusivity Scrubmasters Franchising and The Solar Scrubbers Franchising shall not establish, nor license the establishment of, another Scrubmasters or The Solar Scrubbers business within the Territory or which serves customers located in the Territory However, Scrubmasters Franchising and The Solar Scrubbers Franchising retains the right to

(i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default,

(ii) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer,

(iii) establish and license others to establish and operate Scrubmasters and The Solar Scrubbers businesses outside the Territory,

(iv) operate and license others to operate businesses anywhere that do not operate under Scrubmasters orThe Solar Scrubbers brand name, and

(v) sell and license others to sell Scrubmasters orThe Solar Scrubbers products to customers in the Territory through channels of distribution (including the internet) so long as such products are are not provided through a Scrubmasters orThe Solar Scrubbers outlet in the Territory, and are different from the same products and services provided by Franchisee

(d) <u>Policies</u> Scrubmasters Franchising and The Solar Scrubbers Franchising may set policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee's territory, and Scrubmasters Franchising and The Solar Scrubbers Franchising may waive or modify such policies in any circumstance as Scrubmasters Franchising and The Solar Scrubbers Franchising determines If Franchisee obtains a client in the protected territory of another franchisee, then, in addition to all other rights and remedies Scrubmasters Franchising and The Solar Scrubbers Franchising may have, Scrubmasters Franchising and The Solar Scrubbers Franchising may in its discretion (i) require Franchisee to transfer the client to such other franchisee, (ii) require Franchisee to pay such other franchisee 75% of the Gross Sales received from such client, or (iii) fashion such other remedy as Scrubmasters Franchising and The Solar Scrubbers Franchising deems appropriate

2.3 Franchisee Control Franchisee represents that <u>Attachment 1</u> (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee If any information on <u>Attachment 1</u> changes (which is not a Transfer), Franchisee shall notify Scrubmasters Franchising andThe Solar Scrubbers Franchising within 10 days

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

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to Scrubmasters Franchising and The Solar Scrubbers Franchising, in the form of <u>Attachment 2</u>

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

ARTICLE 3. TERM

3 1 Term. This Agreement commences on the Effective Date and continues for 10 years

3 2 Successor Agreement When the term of this Agreement expires, Franchisee may enter into a successor agreement for up to 2 additional periods of 5 years each, subject to the following conditions prior to each renewal

(i) Franchisee notifies Scrubmasters Franchising and The Solar Scrubbers Franchising of the election to renew between 90 and 180 days prior to the end of the term,

(ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with Scrubmasters Franchising and The Solar Scrubbers Franchising (or any of its affiliates) at the time of election and at the time of renewal,

(iii) Franchisee has made or agrees to make (within a period of time acceptable to Scrubmasters Franchising and The Solar Scrubbers Franchising) renovations and changes to the Business as Scrubmasters Franchising and The Solar Scrubbers Franchising requires to conform to the then-current System Standards,

(iv) Franchisee executes Scrubmasters Franchising and The Solar Scrubbers Franchising's then-current standard form of franchise agreement, which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive another renewal or successor term, and

(v) Franchisee and each Owner executes a general release (on Scrubmasters Franchising and The Solar Scrubbers Franchising's then-standard form) of any and all claims against The Solar Scrubbers Franchising, its affiliates, and their respective owners, officers, directors, agents and employees

ARTICLE 4 FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page This initial franchise fee is not refundable, except as provided in Section 6 4

4 2 Royalty Fee Franchisee shall pay Scrubmasters Franchising and The Solar Scrubbers Franchising a monthly royalty fee (the "Royalty Fee") equal to 7% of Gross Sales The Royalty Fee for any given month is due on the 5th day of the following month

4.3 Marketing Fund Contribution. Marketing Fund Contribution Franchisee shall pay The Solar Scrubbers Franchising a contribution to the Marketing Fund (the "Marketing Fund Contribution") equal to 0-2% of Franchisee's Gross Sales (or such lesser amount as The Solar Scrubbers Franchising determines), at the same time as the Royalty Fee The Marketing Fund will be implemented by a majority vote from all franchisees

4 4 Non-Compliance Fee The Solar Scrubbers Franchising may charge Franchisee $250 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to The Solar Scrubbers Franchising) If such non-compliance is ongoing, The Solar Scrubbers Franchising may charge Franchisee $250 per week until Franchisee ceases such non-compliance This fee is a reasonable estimate of The Solar Scrubbers Franchising's internal cost of personnel time attributable to addressing the non-compliance, and is not a penalty or estimate of all damages arising from Franchisee's breach The non-compliance fee is in addition to all of The Solar Scrubbers Franchising's other rights and remedies

4.5 Reimbursement. The Solar Scrubbers Franchising may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party If The Solar Scrubbers Franchising does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to The Solar Scrubbers Franchising within 15 days after invoice by The Solar Scrubbers Franchising accompanied by reasonable documentation

4 6 Payment Terms.

(a) Method of Payment Franchisee shall pay the Royalty Fee, Marketing Fund Contribution, and any other amounts owed to The Solar Scrubbers Franchising by pre-authorized bank draft or in such other manner as The Solar Scrubbers Franchising may require

(b) Calculation of Fees Franchisee shall report monthly Gross Sales to The Solar Scrubbers Franchising by the 5th day of the following month If Franchisee fails to report monthly Gross Sales, then The Solar Scrubbers Franchising may withdraw estimated Royalty Fees and Marketing Fund Contributions equal to 125% of the last Gross Sales reported to The Solar Scrubbers Franchising, and the parties will true-up the actual fees after Franchisee reports Gross Sales Franchisee acknowledges that The Solar Scrubbers Franchising has the right to remotely access to Franchisee's point-of-sale system and to calculate Gross Sales

(c) Late Fees and Interest If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)

(d) Insufficient Funds The Solar Scrubbers Franchising may charge $50 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law)

(e) Costs of Collection Franchisee shall repay any costs incurred by The Solar Scrubbers Franchising (including reasonable attorney fees) in attempting to collect payments owed by Franchisee

(f) Application The Solar Scrubbers Franchising may apply any payment received from Franchisee to any obligation and in any order as The Solar Scrubbers Franchising may determine, regardless of any designation by Franchisee

(g) Obligations Independent, No Set-Off The obligations of Franchisee to pay to The Solar Scrubbers Franchising any fees or amounts described in this Agreement are not dependent on The Solar Scrubbers Franchising's performance and are independent covenants by Franchisee Franchisee shall make all such payments without offset or deduction

4.6 Equipment Package You must purchase specified equipment (the "Equipment Package") and vehicles before you open your Business We will provide you with a written list of the items included in the Equipment Packages prior to the opening of your Business You must maintain and operate a vehicle in accordance with our standards and specifications for the entire term of this Agreement

ARTICLE 5. ASSISTANCE

5 1 Manual The Solar Scrubbers Franchising shall make its Manual available to Franchisee

5.2 Assistance in Hiring Employees The Solar Scrubbers Franchising shall provide its suggested staffing levels to Franchisee The Solar Scrubbers Franchising shall provide suggested guidelines for hiring employees All hiring decisions and conditions of employment are Franchisee's sole responsibility

5.3 Assistance in Training Employees. The Solar Scrubbers Franchising shall, to the extent it deems appropriate, provide programs for Franchisee to conduct training of new employees

5.4 Pre-Opening Assistance.

(a) Selecting Location If Franchisee's Location is not listed on the Summary Page, then Franchisee shall select a headquarters Location within the Territory Franchisee's Location is subject to The Solar Scrubbers Franchising's reasonable approval

(b) Pre-Opening Specifications and Vendors To the extent not included in the Manual, The Solar Scrubbers Franchising shall provide Franchisee with (i) applicable System Standards and other specifications as The Solar Scrubbers Franchising deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (ii) The Solar Scrubbers Franchising's lists of Approved Vendors and/or Required Vendors

(c) Business Plan Review If requested by Franchisee, The Solar Scrubbers Franchising shall review and advise on Franchisee's pre-opening business plan and financial projections **Franchisee acknowledges that The Solar Scrubbers Franchising accepts no responsibility for the performance of the Business.**

(d) Pre-Opening Training The Solar Scrubbers Franchising shall make available its standard pre-opening training to the Principal Executive and up to 2 other employees, at The

Solar Scrubbers Franchising's headquarters and/or at a The Solar Scrubbers business designated by The Solar Scrubbers Franchising The Solar Scrubbers Franchising shall not charge any fee for this training Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses

(e) Market Introduction Plan The Solar Scrubbers Franchising shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan

(f) On-Site Opening Assistance The Solar Scrubbers Franchising shall have a representative support Franchisee's business opening with at least 2 days of onsite opening training and assistance

5 5 Post-Opening Assistance.

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

(b) Pricing Upon request, The Solar Scrubbers Franchising will provide recommended prices for products and services offered by franchisees of the System

(c) Procedures The Solar Scrubbers Franchising will provide Franchisee with The Solar Scrubbers Franchising's recommended administrative, bookkeeping, accounting, and inventory control procedures The Solar Scrubbers Franchising may make any such procedures part of required (and not merely recommended) System Standards

(d) Marketing The Solar Scrubbers Franchising shall manage the Marketing Fund

(e) Internet The Solar Scrubbers Franchising shall maintain a website for The Solar Scrubbers, which will include Franchisee's location (or territory) and telephone number

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6 1 Location. Franchisee is solely responsible for selecting the Location If the Location is not stated on the Summary Page, then Franchisee shall find a Location within the Territory, and submit its proposed Location to The Solar Scrubbers Franchising for acceptance, with all related information The Solar Scrubbers Franchising may request If The Solar Scrubbers Franchising does not accept the proposed Location in writing within 30 days, then it is deemed rejected

6.2 Lease In connection with any lease between Franchisee and the landlord of the Location (i) if requested by The Solar Scrubbers Franchising, Franchisee must submit the proposed lease to The Solar Scrubbers Franchising for written approval, and (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement

6.3 Development. If the Location will be open to the public or used for meeting customers or potential customers, then the following applies Franchisee shall construct (or remodel) and finish the Location in conformity with The Solar Scrubbers Franchising's System Standards If required by The Solar Scrubbers Franchising, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location Franchisee shall not begin any construction or remodeling work without first obtaining The Solar Scrubbers Franchising's approval of Franchisee's plans The Solar Scrubbers Franchising may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time Franchisee shall not rely upon any information provided or opinions expressed by The Solar Scrubbers Franchising or its representatives regarding any architectural, engineering or legal matters in the development and construction of the Business, and The Solar Scrubbers Franchising assumes no liability with respect thereto The Solar Scrubbers Franchising's inspection and/or approval to open the Business is not a representation or a warranty that the Business has been constructed in accordance with any architectural, engineering or legal standards

6.4 New Franchisee Training. Franchisee's Principal Executive must complete The Solar Scrubbers Franchising's training program for new franchisees If the Principal Executive (i) fails to complete the initial training program to The Solar Scrubbers Franchising's satisfaction, or (ii) The Solar Scrubbers Franchising concludes, no more than 10 days after the Principal Executive completes the initial training program, that the Principal Executive does not have the ability to satisfactorily operate the Business, then The Solar Scrubbers Franchising may terminate this Agreement In such event, The Solar Scrubbers Franchising shall refund the initial franchise fee to Franchisee (less any out-of-pocket costs incurred by The Solar Scrubbers Franchising), subject to Franchisee's prior execution of a general release of liability of The Solar Scrubbers Franchising and its affiliates, in a form prescribed by The Solar Scrubbers Franchising

6.5 Conditions To Opening. Franchisee shall notify The Solar Scrubbers Franchising at least 30 days before Franchisee intends to open the Business to the public Before opening, Franchisee must satisfy all of the following conditions (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Franchisee has hired sufficient employees, (5) Franchisee's officers and employees have completed all of The Solar Scrubbers Franchising's required pre-opening training, (6) Franchisee has conducted the market introduction campaign required under Section 9 6, and (7) The Solar Scrubbers Franchising has given its written approval to open, which will not be unreasonably withheld

6.6 Opening Date. Franchisee shall open the Business to the public on or before the date stated on the Summary Page

ARTICLE 7 OPERATIONS

7 1 Compliance With Manual and System Standards Franchisee shall at all times and at its own expense comply with all System Standards and with all other mandatory obligations contained in the Manual

7.2 Compliance With Law. Franchisee and the Business shall comply with all laws and regulations Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business

7.3 Products and Services. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by The Solar Scrubbers Franchising in the Manual or otherwise in writing You must provide us with an up-to-date customer list, copies of customer invoices, and work order information in the form we prescribe, including, but not limited to, through our intranet system or through our required software, as further described in Subparagraph 8 D We have the right to contact the customers to ascertain your quality of work and the level of customer satisfaction To satisfy complaints by your customers with regard to the quality or other aspects of your services, we reserve the right to refund, in whole or in part, any fees or charges and to reimburse your customers for any damage that they claim you or your employees caused to the customer's property Any amounts we pay or refund to your customers we may charge to you and reimburse our self from your account for payment of fees, as set forth in Subparagraph 8 E We own the customer list and accounts and license you to use them during the term of this Agreement You may not use the customer list or account information for any purpose whatsoever other than in the normal conduct of your Business You may not sell, loan or give the customer list or accounts to anyone without our prior written permission " Upon termination or expiration of this Agreement, you must promptly deliver to us a complete list of current and former customers, said customer's contracts, including name, telephone number, complete mailing address, type of service, price of service and other customer information as we request

7 4 Prices Notwithstanding any provision of this Agreement or the Manual to the contrary, Franchisee retains the sole discretion to determine the prices it charges for products and services

7 5 Personnel

(a) Service Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public

(b) Appearance Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual

(c) Qualifications The Solar Scrubbers Franchising may set minimum qualifications for categories of employees employed by Franchisee

(d) Sole Responsibility Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination Franchisee is solely responsible for all actions of its personnel Franchisee and The Solar Scrubbers Franchising are not joint employers, and no employee of Franchisee will be an agent or employee of The Solar Scrubbers Franchising

7.6 Post-Opening Training. The Solar Scrubbers Franchising may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by The Solar Scrubbers Franchising The Solar Scrubbers Franchising may charge a reasonable fee for any training programs The Solar Scrubbers

Franchising may require Franchisee to provide training programs to its employees If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses

7.7 Guaranties and Warranties. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that The Solar Scrubbers Franchising may require

7.8 Customer Complaints Franchisee shall use its best efforts to promptly resolve any customer complaints The Solar Scrubbers Franchising may take any action it deems appropriate to resolve a customer complaint regarding the Business, and The Solar Scrubbers Franchising may require Franchisee to reimburse The Solar Scrubbers Franchising for any expenses

7 9 Customer Evaluation and System Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by The Solar Scrubbers Franchising for obtaining customer evaluations and/or reviewing Franchisee's compliance with the System, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping The Solar Scrubbers Franchising shall share with Franchisee the results of these programs, as they pertain to the Business Franchisee must meet or exceed any minimum score requirements set by The Solar Scrubbers Franchising for such programs

7.10 Payment Systems Franchisee shall accept payment from customers in any form or manner designated by The Solar Scrubbers Franchising (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems) Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by The Solar Scrubbers Franchising Franchisee must at all times comply with payment card industry data security standards (PCI-DSS)

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs or customer incentive programs, designated by The Solar Scrubbers Franchising, in the manner specified by The Solar Scrubbers Franchising in the Manual or otherwise in writing Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another The Solar Scrubbers business Franchisee shall comply with all procedures and specifications of The Solar Scrubbers Franchising related to gift cards, certificates, and other pre-paid system, or related to customer loyalty or customer incentive programs

7 12 Maintenance and Repair If the Location will be open to the public or used for meeting customers or potential customers, then the following applies Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair In addition, Franchisee shall promptly perform all work on the physical property to the Business as The Solar Scrubbers Franchising may prescribe from time to time, including but not limited to periodic interior and exterior painting, resurfacing of the parking lot, roof repairs, and replacement of obsolete or worn out signage, floor coverings, furnishings, equipment and décor Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, and repair

7.13 Vehicles If Franchisee purchases or leases one or more vehicles for the Business, Franchisee shall ensure that all vehicles comply with all applicable System Standards, including without limitation required equipment and exterior decor Franchisee shall keep all vehicles in good repair, clean, and free of dents and other damage, and shall ensure that the vehicles presents a first-class image appropriate to The Solar Scrubbers Franchising's System Franchisee shall use the vehicle solely for the Business

7.14 Meetings The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls) that The Solar Scrubbers Franchising requires, including any national or regional brand conventions Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings

7.15 Insurance

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by The Solar Scrubbers Franchising in the Manual If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage

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

(ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and

(iii) Workers Compensation coverage as required by state law

(b) Franchisee's policies must list The Solar Scrubbers Franchising and its affiliates as an additional insured and the policies must stipulate that The Solar Scrubbers Franchising shall receive a 30 day prior written notice of cancellation Franchisee shall provide Certificates of Insurance evidencing the required coverage to The Solar Scrubbers Franchising prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of The Solar Scrubbers Franchising

7 16 Suppliers and Landlord. Franchisee shall pay all vendors and suppliers in a timely manner If Franchisee leases the Location, Franchisee shall comply with its lease for the Location

7 17 Public Relations Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding The Solar Scrubbers, the Business, or any particular incident or occurrence related to the Business, without The Solar Scrubbers Franchising's prior written approval

7.18 Association With Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without The Solar Scrubbers Franchising's prior written approval

7.19 No Other Businesses If Franchisee is an entity, Franchisee shall not own or operate any other business except The Solar Scrubbers businesses

7 20 No Third Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of The Solar Scrubbers Franchising, which will not be unreasonably withheld

7.21 No Co-Branding Franchisee shall not "co-brand" or associate any other business activity with The Solar Scrubbers Business in a manner which is likely to cause the public to perceive it to be related to The Solar Scrubbers Business

7.22 Identification Franchisee must identify itself as the independent owner of the Business in the manner prescribed by The Solar Scrubbers Franchising

ARTICLE 8. SUPPLIERS AND VENDORS

8 1 Generally. The Solar Scrubbers Franchising may require Franchisee to purchase or lease any Inputs from The Solar Scrubbers Franchising, from The Solar Scrubbers Franchising's designee, Required Vendors, Approved Vendors, and/or under The Solar Scrubbers Franchising's specifications The Solar Scrubbers Franchising may change any such requirement or change the status of any vendor To make such requirement or change effective, The Solar Scrubbers Franchising shall issue the appropriate System Standards

8.2 Alternate Vendor Approval. If The Solar Scrubbers Franchising requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by The Solar Scrubbers Franchising The Solar Scrubbers Franchising may condition its approval on such criteria as The Solar Scrubbers Franchising deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability, inspections, product testing, and performance reviews The Solar Scrubbers Franchising will provide Franchisee with written notification of the approval or disapproval of any propose new vendor within 30 days after receipt of Franchisee's request

8 3 Alternate Input Approval If The Solar Scrubbers Franchising requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by The Solar Scrubbers Franchising The Solar Scrubbers Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request

8 4 Purchasing. The Solar Scrubbers Franchising may implement a centralized purchasing system and negotiate prices and terms with vendors on behalf of the System The Solar

Scrubbers Franchising may receive rebates or payments from vendors in connection with purchases by franchisees The Solar Scrubbers Franchising may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as The Solar Scrubbers Franchising may determine

ARTICLE 9. MARKETING

9.1 Implementation. Franchisee shall not use any marketing materials or campaigns (including point-of-sale materials, advertising, social media marketing, and sponsorships) that have not been approved by The Solar Scrubbers Franchising Franchisee shall implement any marketing plans or campaigns determined by The Solar Scrubbers Franchising

9 2 Use By The Solar Scrubbers Franchising The Solar Scrubbers Franchising may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to The Solar Scrubbers Franchising for such purpose

9.3 Marketing Fund. The Solar Scrubbers Franchising may establish a Marketing Fund to promote the System on a local, regional, national, and/or international level If The Solar Scrubbers Franchising has established a Marketing Fund

(a) Separate Account The Solar Scrubbers Franchising shall hold the Marketing Fund Contributions from all franchisees in one or more bank accounts separate from The Solar Scrubbers Franchising's other accounts

(b) Use The Solar Scrubbers Franchising shall use the Marketing Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead The foregoing includes such activities and expenses as The Solar Scrubbers Franchising reasonably determines, and may include, without limitation development and placement of advertising and promotions, sponsorships, contests and sweepstakes, development of décor, trade dress, Marks, and/or branding, development and maintenance of brand websites, social media, internet activities, e-commerce programs, search engine optimization, market research, public relations, media or agency costs, trade shows and other events, printing and mailing, and administrative and overhead expenses related to the Marketing Fund (including the compensation of The Solar Scrubbers Franchising's employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Marketing Fund

(c) Discretion Franchisee agrees that expenditures from the Marketing Fund need not be proportionate to contributions made by Franchisee or provide a direct or any benefit to Franchisee The Marketing Fund will be spent at The Solar Scrubbers Franchising's sole discretion, and The Solar Scrubbers Franchising has no fiduciary duty with regard to the Marketing Fund

(d) Surplus or Deficit The Solar Scrubbers Franchising may accumulate funds in the Marketing Fund and carry the balance over to subsequent years If the Marketing Fund operates at a deficit or requires additional funds at any time, The Solar Scrubbers Franchising may loan such funds to the National Marketing Fund on reasonable terms

(e) Financial Statement The Solar Scrubbers Franchising will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of The Solar Scrubbers Franchising's fiscal year and will provide the financial statement to Franchisee upon request

9.4 Marketing Cooperatives The Solar Scrubbers Franchising may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas If a Market Cooperative for the geographic area encompassing the Territory has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative If a Market Cooperative for the geographic area encompassing the Territory is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days The Solar Scrubbers Franchising shall not require Franchisee to be a member of more than one Market Cooperative If The Solar Scrubbers Franchising establishes a Market Cooperative

(a) Governance Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by The Solar Scrubbers Franchising The Solar Scrubbers Franchising may require the Market Cooperative to adopt bylaws or regulations prepared by The Solar Scrubbers Franchising Unless otherwise specified by The Solar Scrubbers Franchising, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members The Solar Scrubbers Franchising will be entitled to attend and participate in any meeting of a Market Cooperative Any The Solar Scrubbers business owned by The Solar Scrubbers Franchising in the Market Cooperative shall have the same voting rights as those owned by its franchisees Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, The Solar Scrubbers Franchising may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative

(b) Purpose Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to The Solar Scrubbers Franchising's approval), standardized promotional materials for use by the members in local advertising and promotion

(c) Approval No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of The Solar Scrubbers Franchising pursuant to Section 9 1 The Solar Scrubbers Franchising may designate the national or regional advertising agencies used by the Market Cooperative

(d) Funding The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% of Gross Sales

(e) Enforcement Only The Solar Scrubbers Franchising will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative

(f) Termination The Solar Scrubbers Franchising may terminate any Market Cooperative Any funds left in a Market Cooperative upon termination will be transferred to the Marketing Fund

9.5 Required Spending Franchisee shall spend at least 10% of Gross Sales each month on marketing the Business Upon request of The Solar Scrubbers Franchising, Franchisee shall furnish such proof of its compliance with this Section The Solar Scrubbers Franchising has the sole discretion to determine what activities constitute "marketing" under this Section The Solar Scrubbers Franchising may, in its discretion, determine that if Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section

9.6 Market Introduction. Franchisee must develop a market introduction marketing plan and obtain The Solar Scrubbers Franchising's approval of the marketing plan at least 90 days before the projected opening date of the Business

9.7 Internet Marketing. The Solar Scrubbers Franchising has the exclusive right to conduct and manage all marketing and commerce on the internet or other electronic medium, including all websites and "social media" marketing Franchisee shall not conduct such marketing or commerce, nor establish any website or social media presence independently, except as The Solar Scrubbers Franchising may specify, and only with The Solar Scrubbers Franchising's consent The Solar Scrubbers Franchising retains the right to approve any linking to or other use of The Solar Scrubbers Franchising's website Franchisee must comply with any internet, online commerce and/or social media policy that The Solar Scrubbers Franchising may prescribe

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as The Solar Scrubbers Franchising may specify in the Manual or otherwise in writing

10.2 Reports.

(a) Financial Reports Franchisee shall provide such periodic financial reports as The Solar Scrubbers Franchising may require in the Manual or otherwise in writing, including

(i) a quarterly profit and loss statement and balance sheet for the Business within 30 days after the end of each fiscal quarter of The Solar Scrubbers Franchising's fiscal year, and

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of The Solar Scrubbers Franchising's fiscal year

(b) Legal Actions and Investigations Franchisee shall promptly notify The Solar Scrubbers Franchising of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the

Franchisee or the Business Franchisee shall provide such documents and information related to any such Action as The Solar Scrubbers Franchising may request

(c) Government Inspections Franchisee shall give The Solar Scrubbers Franchising copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof

(d) Other Information Franchisee shall submit to The Solar Scrubbers Franchising such other financial statements, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that The Solar Scrubbers Franchising may reasonably request

10 3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to The Solar Scrubbers Franchising a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of The Solar Scrubbers Franchising's Franchise Disclosure Document and with such other information as The Solar Scrubbers Franchising may request

10.4 Business Records. Franchisee shall keep accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years Franchisee shall keep such other business records as The Solar Scrubbers Franchising may specify in the Manual or otherwise in writing

10 5 Records Audit The Solar Scrubbers Franchising may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time The Solar Scrubbers Franchising may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by The Solar Scrubbers Franchising Franchisee shall also reimburse The Solar Scrubbers Franchising for all costs and expenses of the examination or audit if (i) The Solar Scrubbers Franchising conducted the audit because Franchisee failed to submit require reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any month

10.6 Remote Access To Point of Sale System. Franchisee shall give The Solar Scrubbers Franchising unlimited access to Franchisee's point of sale system and other software systems related to the operation of the Business, by any means designated by The Solar Scrubbers Franchising

ARTICLE 11 FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by The Solar Scrubbers Franchising The Solar Scrubbers Franchising may supplement, revise, or modify the Manual, and The Solar Scrubbers Franchising may change, add or delete System Standards at any time in its discretion The Solar Scrubbers Franchising may inform Franchisee thereof by any method that The Solar Scrubbers Franchising deems appropriate (which need not qualify as "notice" under Section 18 9) In the event of any dispute as to the contents of the Manual, The Solar Scrubbers Franchising's master copy will control

11.2 Inspections. The Solar Scrubbers Franchising may enter the premises of the Business from time to time during normal business hours and conduct an inspection Franchisee shall cooperate with The Solar Scrubbers Franchising's inspectors The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials The Solar Scrubbers Franchising may videotape and/or take photographs of the inspection and the Business Without limiting The Solar Scrubbers Franchising's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection If The Solar Scrubbers Franchising conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed inspection), then The Solar Scrubbers Franchising may charge all out-of-pocket expenses plus its then-current inspection fee to Franchisee

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

11 4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, The Solar Scrubbers Franchising may (i) require that Franchisee pay cash on delivery for products or services supplied by The Solar Scrubbers Franchising, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third party vendors to not sell or provide products or services to Franchisee No such action by The Solar Scrubbers Franchising shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action Such rights of The Solar Scrubbers Franchising are in addition to any other right or remedy available to The Solar Scrubbers Franchising

11.5 Temporary Public Safety Closure. If The Solar Scrubbers Franchising discovers or becomes aware of any aspect of the Business which, in The Solar Scrubbers Franchising's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon The Solar Scrubbers Franchising's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition The Solar Scrubbers Franchising shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition

11.6 Innovations Franchisee shall disclose to The Solar Scrubbers Franchising all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents or contractors The

Solar Scrubbers Franchising will automatically own all Innovations, and will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee

11 7 Delegation. The Solar Scrubbers Franchising may delegate any duty or obligation of The Solar Scrubbers Franchising under this Agreement to a third party

11 8 System Variations. The Solar Scrubbers Franchising may vary or waive any System Standard for any one or more The Solar Scrubbers franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices or any other condition relevant to the performance of a franchise or group of franchises Franchisee is not entitled to the same variation or waiver

ARTICLE 12. MARKS

12 1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks Franchisee shall use all Marks specified by The Solar Scrubbers Franchising, and only in the manner as The Solar Scrubbers Franchising may require Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of The Solar Scrubbers Franchising

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

12.3 Infringement.

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

(b) Infringement By Third Party Franchisee shall promptly notify The Solar Scrubbers Franchising if Franchisee becomes aware of any possible infringement of a Mark by a third party The Solar Scrubbers Franchising may, in its sole discretion, commence or join any claim against the infringing party

(c) Control The Solar Scrubbers Franchising shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks

ARTICLE 13 COVENANTS

13.1 Confidential Information With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by The Solar Scrubbers Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business, (c) not use any such information in any other business or in any manner not specifically authorized in writing by The Solar Scrubbers Franchising, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information Franchisee acknowledges that all Confidential Information is owned by The Solar Scrubbers Franchising (except for Confidential Information which The Solar Scrubbers Franchising licenses from another person or entity) Franchisee acknowledges that all customer data generated or obtained by Franchisee is Confidential Information belonging to The Solar Scrubbers Franchising This Section will survive the termination or expiration of this Agreement indefinitely

13.2 Covenants Not to Compete

(a) Restriction – In Term During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor

(b) Restriction – Post Term For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other The Solar Scrubbers business operating on the date of termination or transfer, as applicable

(c) Interpretation The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court, then parties intend that the court modify such restriction to extent reasonably necessary to protect the legitimate business interests of The Solar Scrubbers Franchising Franchisee agrees that the existence of any claim it may have against The Solar Scrubbers Franchising shall not constitute a defense to the enforcement by The Solar Scrubbers Franchising of the covenants of this Section If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended for each day of noncompliance

13.3 Employee Recruitment During the term of this Agreement and for one year after termination, transfer, or expiration of this Agreement, Franchisee shall not knowingly employ or seek to employ or engage as an independent contractor any person then employed by The Solar Scrubbers Franchising or by any other The Solar Scrubbers franchisee

13.4 General Manager and Key Employees. If requested by The Solar Scrubbers Franchising, Franchisee will cause its general manager and other key employees to sign The Solar Scrubbers Franchising's then-current form of confidentiality and non-compete agreement

ARTICLE 14. DEFAULT AND TERMINATION

14 1 Termination by Franchisee. Franchisee may terminate this Agreement only if The Solar Scrubbers Franchising violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default Termination by Franchisee is effective 10 days after The Solar Scrubbers Franchising receives written notice of termination

14 2 Termination by The Solar Scrubbers Franchising.

(a) Subject to 10-Day Cure Period The Solar Scrubbers Franchising may terminate this Agreement if Franchisee does not make any payment to The Solar Scrubbers Franchising when due, or if Franchisee does not have sufficient funds in its account when The Solar Scrubbers Franchising attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after The Solar Scrubbers Franchising gives notice to Franchisee of such breach

(b) Subject to 30-Day Cure Period If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and fails to cure such breach to The Solar Scrubbers Franchising's satisfaction within 30 days after The Solar Scrubbers Franchising gives notice to Franchisee of such breach, then The Solar Scrubbers Franchising may terminate this Agreement

(c) Without Cure Period The Solar Scrubbers Franchising may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement,

(ii) Franchisee intentionally submits any false report or intentionally provides any other false information to The Solar Scrubbers Franchising,

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors or Franchisee makes a written statement to the effect that Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt,

(iv) Franchisee fails to open for business by the date specified on the Summary Page,

(v) Franchisee loses possession of the Location,

(vi) Franchisee or any Owner commits a material violation of Section 7 2 (compliance with laws) or Section 13 1 (confidentiality), violates Section 13 2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured,

(vii) Franchisee abandons or ceases operation of the Business for more than five consecutive days,

(viii) Franchisee or any Owner slanders or libels The Solar Scrubbers Franchising or any of its employees, directors, or officers,

(ix) the Business is operated in a manner which, in The Solar Scrubbers Franchising's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from The Solar Scrubbers Franchising or otherwise),

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

(xi) The Solar Scrubbers Franchising (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate), or

(xii) Franchisee or any Owner is charged with, pleads guilty to, or is convicted of a felony, or is accused by any governmental authority or third party of any act that in The Solar Scrubbers Franchising's opinion is reasonably likely to materially and unfavorably affect The Solar Scrubbers Franchising's brand

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

(i) pay all amounts owed to The Solar Scrubbers Franchising based on the operation of the Business through the effective date of termination or expiration,

(ii) return to The Solar Scrubbers Franchising all copies of the Manual, Confidential Information and any and all other materials provided by The Solar Scrubbers Franchising to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items,

(iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to The Solar Scrubbers Franchising or any new franchisee as may be directed by The Solar Scrubbers Franchising, and Franchisee hereby irrevocably appoints The Solar Scrubbers Franchising, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing, and

(iv) cease doing business under any of the Marks

14 4 Remove Identification If Franchisee operates from a Location other than Franchisee's home, then within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a The Solar Scrubbers business, to the reasonable satisfaction of The Solar Scrubbers Franchising Franchisee shall comply with any reasonable instructions and procedures of The Solar Scrubbers Franchising for de-identification If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, The Solar Scrubbers Franchising may enter the Location to remove the Marks and de-identify the Location In this event, The Solar Scrubbers Franchising will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by The Solar Scrubbers Franchising

14.5 Other Claims. Termination of this Agreement by The Solar Scrubbers Franchising will not affect or discharge any claims, rights, causes of action or remedies (including claims for The Solar Scrubbers Franchising's lost future income after termination), which The Solar Scrubbers Franchising may have against Franchisee, whether arising before or after termination

14.6 Purchase Option When this Agreement expires or is terminated, The Solar Scrubbers Franchising will have the right (but not the obligation) to purchase any or all of the assets related to the Business at fair market value To exercise this option, The Solar Scrubbers Franchising must notify Franchisee no later than 30 days after this Agreement expires or is terminated If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties The parties will equally share the cost of the appraisal The Solar Scrubbers Franchising's purchase will be of assets only (free and clear of all liens), and will not include any liabilities of Franchisee If The Solar Scrubbers Franchising exercises the purchase option, The Solar Scrubbers Franchising may deduct from the purchase price (a) all amounts due from Franchisee, (b) Franchisee's portion of the cost of any appraisal conducted hereunder, and (c) amounts paid or to be paid by The Solar Scrubbers Franchising to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties If any of the assets are subject to liens, The Solar Scrubbers Franchising may withhold a portion of purchase price directly to the lienholder to pay off such lien The Solar Scrubbers Franchising may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid The Solar Scrubbers Franchising may assign this purchase option to another party

ARTICLE 15. TRANSFERS

15 1 By The Solar Scrubbers Franchising. The Solar Scrubbers Franchising may transfer or assign this Agreement, or any its rights or obligations under this Agreement, to any person or entity, and The Solar Scrubbers Franchising may undergo a change in ownership and/or control, without the consent of Franchisee

15.2 By Franchisee Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that The Solar Scrubbers Franchising entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience and business ability Accordingly, Franchisee shall not conduct or undergo a Transfer without providing The Solar Scrubbers Franchising at least 60 days prior notice of the proposed Transfer, and without obtaining The Solar Scrubbers Franchising's consent In granting any such consent, The Solar Scrubbers Franchising may impose conditions, including, without limitation, the following

(i) The Solar Scrubbers Franchising receives a transfer fee equal to $5,000,

(ii) the proposed assignee and its owners have completed The Solar Scrubbers Franchising's franchise application processes, meet The Solar Scrubbers Franchising's then-applicable standards for new franchisees, and have been approved by The Solar Scrubbers Franchising as franchisees,

(iii) the proposed assignee is not a Competitor,

(iv) the proposed assignee executes The Solar Scrubbers Franchising's then-current form of franchise agreement, which form may contain materially different provisions,

(v) Franchisee has paid all monetary obligations to The Solar Scrubbers Franchising in full, and Franchisee is not otherwise in default or breach of this Agreement,

(vi) the proposed assignee and its owners and employees undergo such training as The Solar Scrubbers Franchising may require,

(vii) Franchisee, its Owners, and the transferee and its owners execute a general release of The Solar Scrubbers Franchising in a form satisfactory to The Solar Scrubbers Franchising, and

(viii) the Business fully complies with all of The Solar Scrubbers Franchising's most recent System Standards

15 3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to The Solar Scrubbers Franchising, if, prior to the Transfer (1) the transferee provides the information required by Section 2 3, (2) Franchisee provides copies the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by The Solar Scrubbers Franchising, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2 5

15.4 Transfer upon Death or Incapacity Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the person with a largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by The Solar Scrubbers Franchising within nine months after death or incapacity Such transfer must comply with Section 15 2

15.5 The Solar Scrubbers Franchising's Right of First Refusal Before Franchisee (or any owner) engages in a Transfer (except under Section 15 3 or Section 15 4), The Solar Scrubbers

Franchising will have a right of first refusal, as set forth in this Section Franchisee (or its owners) shall provide to The Solar Scrubbers Franchising a copy of the terms and conditions of any Transfer For a period of 30 days from the date of The Solar Scrubbers Franchising's receipt of such copy, The Solar Scrubbers Franchising will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that The Solar Scrubbers Franchising may substitute cash for any other form of payment) If The Solar Scrubbers Franchising does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article

15 6 No Sublicense Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement

15 7 No Lien on Agreement Franchisee shall not grant a security interest in this Agreement to any person or entity If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest

ARTICLE 16. INDEMNITY

16.1 Indemnity Franchisee shall indemnify and defend (with counsel reasonably acceptable to The Solar Scrubbers Franchising) The Solar Scrubbers Franchising, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against The Solar Scrubbers Franchising and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business including damaging solar panels Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from claims arising as a result of any Indemnitee's misconduct or negligence This indemnity will continue in effect after this Agreement ends

16.2 Assumption by The Solar Scrubbers Franchising The Solar Scrubbers Franchising may elect to assume the defense and/or settlement of any Action subject to this indemnification, at Franchisee's expense Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Arbitration Except as expressly provided in subsection (c), any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction

(b) Location The place of arbitration shall be the city and state where The Solar Scrubbers Franchising's headquarters are located

(c) Injunctive Relief Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief, pending the arbitral tribunal's determination of the merits of the controversy

(d) Confidentiality All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for The Solar Scrubbers Franchising to comply with laws and regulations applicable to the sale of franchises

(e) Performance During Arbitration or Litigation The Solar Scrubbers Franchising and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process

17.2 Damages In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages authorized by federal statute In the event of termination of this Agreement prior the expiration of the term, The Solar Scrubbers Franchising's actual damages will include its lost future income from Royalty Fees and other amounts that Franchisee would have owed to The Solar Scrubbers Franchising but for the termination

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

17 4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks

17 5 Venue Other Than Arbitration. For any legal proceeding not submitted to arbitration, the parties agree that any such legal proceeding will be brought in the United States District Court where The Solar Scrubbers Franchising's headquarters is then located If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where The Solar Scrubbers Franchising's headquarters is then located Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts

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

ARTICLE 18. MISCELLANEOUS

18 1 Relationship of the Parties The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other The Solar Scrubbers Franchising is not a fiduciary of Franchisee and does not control Franchisee or its Business The Solar Scrubbers Franchising has no liability for Franchisee's obligations to any third party whatsoever

18 2 No Third Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, The Solar Scrubbers Franchising, and The Solar Scrubbers Franchising's affiliates

18.3 Entire Agreement This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by The Solar Scrubbers Franchising in its franchise disclosure document

18 4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties This provision does not limit The Solar Scrubbers Franchising's rights to modify the Manual or System Standards

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

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

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

18.8 Governing Law. The laws of the state of Florida (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page, and (B) if to The Solar Scrubbers Franchising, addressed to 3281 Fairlane Farms Road, Wellington, FL 33414 Any party may designate a new address for notices by giving notice of the new address pursuant to this Section Notices will be effective upon receipt (or first rejection) and must be (1) delivered personally, (2) sent by registered or certified U S mail with return receipt requested, or (3) sent via overnight courier Notwithstanding the foregoing, The Solar Scrubbers Franchising may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication

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

18.11 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by The Solar Scrubbers Franchising does not constitute an offer This Agreement shall not be effective unless and until it is executed by both Franchisee and The Solar Scrubbers Franchising

ARTICLE 19 CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following

(1) Franchisee understands all the information in The Solar Scrubbers Franchising's Disclosure Document

(2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee's skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace

(3) That no person acting on The Solar Scrubbers Franchising's behalf made any statement or promise regarding the costs involved in operating a The Solar Scrubbers franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document

(4) That no person acting on The Solar Scrubbers Franchising's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in this Disclosure Document

(5) That no person acting on The Solar Scrubbers Franchising's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a The Solar Scrubbers franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document

(6) That no person acting on The Solar Scrubbers Franchising's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document

(7) Franchisee understands that this Agreement contains the entire agreement between The Solar Scrubbers Franchising and Franchisee concerning The Solar

Scrubbers franchise, which means that any oral or written statements not set out in this Agreement will not be binding

[*Signatures on next page*]

AGREED TO BY

FRANCHISOR

THE SOLAR SCRUBBERS INC

By ______________________________
Name ____________________________
Title ____________________________
Date ____________________________

FRANCHISEE

[*if an individual*]

____
Name ____________________________
Date ____________________________

[*if an entity*]

____

By ______________________________
Name ____________________________
Title ____________________________
Date ____________________________

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1. **Form of Ownership**. Franchisee is a (check one)

____________ *Sole Proprietorship*
____________ *Partnership*
____________ *Limited Liability Company*
____________ *Corporation*

State of incorporation / organization / residence ____________________________

2 **Owners.** If Franchisee is a partnership, limited liability company or corporation

Name	Shares or Percentage of Ownership

3. **Officers.** If Franchisee is a limited liability company or corporation

Name	Title

4. **Territory.** Name of Territory and Zip Codes or Geographic Area____

Agreed to by

Name

Address

Date

Name

Address

Date

Name

Address

Date

Attachment 2 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of The Solar Scrubbers Inc , a Delaware S Corporation ("The Solar Scrubbers Franchising")

Background Statement: ________________________ ("Franchisee") desires to enter into a Franchise Agreement with The Solar Scrubbers Franchising for the franchise of a The Solar Scrubbers business (the "Franchise Agreement", capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement) Guarantor owns an equity interest in Franchisee Guarantor is executing this Guaranty in order to induce The Solar Scrubbers Franchising to enter into the Franchise Agreement

Guarantor agrees as follows

1. **Guaranty.** Guarantor hereby unconditionally guarantees to The Solar Scrubbers Franchising and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to The Solar Scrubbers Franchising, whether or not contained in the Franchise Agreement Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and The Solar Scrubbers Franchising upon demand from The Solar Scrubbers Franchising Guarantor waives (a) acceptance and notice of acceptance by The Solar Scrubbers Franchising of this Guaranty, (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee, (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder, (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned, (f) any law which requires that The Solar Scrubbers Franchising make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty, and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled

2. **Confidential Information** With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by The Solar Scrubbers Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business, (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by The Solar Scrubbers Franchising, (d) exercise the highest degree of diligence and make every effort to

maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information Guarantor acknowledges that all Confidential Information is owned by The Solar Scrubbers Franchising or its affiliates (except for Confidential Information which The Solar Scrubbers Franchising licenses from another person or entity) Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to The Solar Scrubbers Franchising This Section will survive the termination or expiration of the Franchise Agreement indefinitely

3. **Covenants Not to Compete.**

(a) Restriction - In Term During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor

(b) Restriction – Post Term For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other The Solar Scrubbers business operating on the date of termination or transfer, as applicable

(c) Interpretation Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court, then parties intend that the court modify such restriction to extent reasonably necessary to protect the legitimate business interests of The Solar Scrubbers Franchising Guarantor agrees that the existence of any claim it or Franchisee may have against The Solar Scrubbers Franchising shall not constitute a defense to the enforcement by The Solar Scrubbers Franchising of the covenants of this Section If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended for each day of noncompliance

4 **Employee Recruitment.** During the term of the Franchise Agreement and for one year after termination, transfer, or expiration of the Franchise Agreement, Guarantor shall not knowingly employ or seek to employ or engage as an independent contractor any person then employed by The Solar Scrubbers Franchising or by any other franchisee of The Solar Scrubbers Franchising

5. **Modification.** Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which The Solar Scrubbers Franchising may from time to time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims

6. **<u>Governing Law; Dispute Resolution</u>.** This Guaranty shall be governed by and construed in accordance with the laws of the state of Florida The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein If multiple Guarantors sign this Guaranty, each will have joint and several liability

Agreed to by

____
Name _______________________
Address _____________________
____
____
Date ________________________

____
Name _______________________
Address _____________________
____
____
Date ________________________

____
Name _______________________
Address _____________________
____
____
Date ________________________

EXHIBIT C

FORM OF GENERAL RELEASE

[This is our current standard form of General Release This document is not signed when you purchase a franchise In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of The Solar Scrubbers Inc , a Delaware S Corporation ("The Solar Scrubbers Franchising")

Background Statement [*describe circumstances of Release*]

Releasor agrees as follows

1 **Release** Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases The Solar Scrubbers Franchising, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims")

2 **Covenant Not to Sue** Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim

3 **Representations and Acknowledgments** Releasor represents and warrants that (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim, (ii) Releasor has full power and authority to sign this Release, and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice Releasor acknowledges that the release in Section 1 is a complete defense to any Claim

2 **Miscellaneous** If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply Releasor agrees to take any actions and sign any documents that The Solar Scrubbers Franchising reasonably requests to effectuate the purposes of this Release This Release contains the entire agreement of the parties concerning the subject matter hereof

Agreed to by

____
Name ______________________
Date _______________________

EXHIBIT E

OPERATING MANUAL TABLE OF CONTENTS

Manual Section	**Number of Pages**
Preface & Introduction	23
Establishing a Solar Scrubbers Business	67
Personnel	39
Administrative Procedures	13
Operational Procedures	28
Selling and Marketing Solar Scrubber Services	20
Total Number of Pages	**190**

EXHIBIT F

CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets

None

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date

None

EXHIBIT G

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of California only, this Disclosure Document is amended as follows

Risk Factors

1 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 OFFERING CIRCULAR

2 OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www dbo ca gov

3 FRANCHISEES CANNOT ENGAGE IN OR HAVE A FINANCIAL INTEREST IN ANY SIMILAR BUSINESSES AND POTENTIAL FRANCHISEES SHOULD SEE ITEM 16 OF THIS DISCLOSURE DOCUMENT FOR MORE INFORMATION

Item 17

The following paragraphs are added at the end of Item 17 of the Disclosure Document pursuant to regulations promulgated under the California Franchise Investment Law

California Law Regarding Termination and Nonrenewal California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination or nonrenewal of a franchise If the franchise agreement contains a provision that is inconsistent with the law, the law will control

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

Post-Termination Noncompetition Covenants 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

Arbitration. The franchise agreement requires binding arbitration The arbitration will occur at Wellington, Florida, 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 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

Applicable Law The franchise agreement requires application of the laws of the State of Florida This provision may not be enforceable under California law

General Release The franchise agreement requires you to sign general release as a condition to renewal of franchise term or as a condition of a transfer of the franchised business This release will not apply to claims as you may have under the California Franchise Investment Law or the California Franchise Relations Act

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows

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 SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE

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

Registered agent in the state authorized to receive service of process

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states As of the date of filing of this Addendum in the State of Hawaii

1 A franchise registration is effective or an offering circular is on file in the following states ___________________

2 A proposed registration or filing is or will be shortly on file in the following states ______________________________

3 No states have refused, by order or otherwise to register these franchises

4 No states have revoked or suspended the right to offer these franchises

5 The proposed registration of these franchises has not been withdrawn in any state

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Illinois only, this Disclosure Document is amended as follows

The following is added to Item 17(f)

> The conditions under which you can be terminated and your rights on non-renewal may be affected by Illinois law, 815 ILCS 705/1-44

The following is added to Item 17(u), (v), and (w)

> Illinois law will govern any franchise agreement if (i) an offer to sell or buy a franchise is made in Illinois and accepted within or outside of Illinois, or (ii) an offer to sell or buy a franchise is made outside of Illinois and accepted in Illinois, or (iii) the offeree is domiciled in Illinois, or (iv) the franchised business is or will be located in Illinois
>
> Any condition of the franchise agreement that designates litigation, jurisdiction or venue in a forum outside of Illinois is void as to any cause of action that otherwise is enforceable in Illinois provided the franchise agreement may provide for arbitration in a forum outside of Illinois
>
> Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of Illinois is void

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows

The following is added to Item 17

As a condition of the sale of a franchise, we do not require you to agree to a release, assignment, novation, waiver, or estoppel that would relieve a person from liability under the Maryland Franchise Law

You are not required to provide a release from liability under the provisions of the Maryland Franchise Law as part of a franchise agreement or as a condition of the sale, renewal, or assignment of a franchise

You are not required to assent to a period of limitations for causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland, other than the period of limitations set forth in that statute You must bring an action under such law within three years after the grant of the franchise

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows

- Minnesota Statutes, Section 80C 21 and Minnesota Rules 2860 4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C 14, Subd 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks Refer to Minnesota Statues, Section 80C 12, Subd 1(g)

- Minnesota Rules 2860 4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release

- The franchisee cannot consent to the franchisor obtaining injunctive relief The franchisor may seek injunctive relief See Minn Rules 2860 4400J Also, a court will determine if a bond is required

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C 17, Subd 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues "

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows

ITEM 3 LITIGATION

None of the Franchisor, its Predecessor, or any person identified in Item 2 or an affiliate offering franchises under the Franchisor's principal trademark

(A) Has an administrative, criminal or civil action pending against that person alleging a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations, nor has any 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 violation of a franchise, anti-fraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, unfair or deceptive practices, or comparable allegations

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

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

We use the proceeds from initial fees to defray a portion of our expenses in connection with the sale and establishment of franchises, such as (1) costs related to developing and improving our services, (2) expenses of preparing and registering this disclosure document, (3) legal fees, (4) accounting fees, (5) costs of obtaining and screening franchisees, and, (6) general administrative and operational expenses

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

(d) The franchisee may terminate the agreement on any grounds available by law

(j) However, no assignment will be made except to an assignee who, in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement

(w) The forgoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by article 33 of the General Business law of the state of New York

[If no financial performance representation is made in Item 19, then the following additional disclosure is made]

ITEM 19 ADDITIONAL DISCLOSURES

REPRESENTATIONS REGARDING EARNINGS CAPABILITY

THE SOLAR SCRUBBERS INC DOES NOT FURNISH OR AUTHORIZE ITS SALESPERSONS TO FURNISH ANY ORAL OR WRITTEN INFORMATION CONCERNING THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME OR PROFITS OF A FRANCHISE ACTUAL RESULTS VARY FROM UNIT TO UNIT AND THE SOLAR SCRUBBERS INC CANNOT ESTIMATE THE EARNINGS OF ANY PARTICULAR FRANCHISE

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09)

1 Restrictive Covenants Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute

2 Situs of Arbitration Proceedings Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business

3 Restrictions on Forum Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota

4 Liquidated Damages and Termination Penalties Requiring North Dakota franchisees to consent to liquidated damages or termination penalties

5 Applicable Laws Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota

6 Waiver of Trial by Jury Requiring North Dakota Franchises to consent to the waiver of a trial by jury

7 Waiver of Exemplary & Punitive Damages Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage

8 General Release Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement

9 Limitation of Claims Franchise Agreements that require the franchisee to consent to a limitation of claims The statute of limitations under North Dakota law applies

10 Enforcement of Agreement Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows

Item 17, summary columns for (v) and (w) are amended to add the following

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows

The following statements are added to Item 17(h)

> Under Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause If any grounds for default or termination stated in the 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
>
> Under Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable

Item 17(t) is amended to read as follows

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law) Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit H for Washington Addendum to Disclosure Document and Rider to Franchise Agreement)

EXHIBIT H

STATE ADDENDA TO FRANCHISE AGREEMENT

ILLINOIS RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ___________________, 201___ (the "Agreement"), between The Solar Scrubbers Inc , a Delaware S Corporation ("The Solar Scrubbers Franchising") and ________________________, a ________ ____________ ("Franchisee")

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

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

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

4 **Waivers Void.** Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois (including, but is not limited to, statements involving unregistered earnings claims, timely disclosure, warranty, material misrepresentations or limitation of liability) is void This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code

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

Agreed to by

FRANCHISEE	FRANCHISOR
______________________________	THE SOLAR SCRUBBERS INC
By ___________________________	By ___________________________
Name _________________________	Name _________________________
Title __________________________	Title __________________________
Date __________________________	Date __________________________

INDIANA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ___________________, 201___ (the "Agreement"), between The Solar Scrubbers Inc , a Delaware S Corporation ("The Solar Scrubbers Franchising") and _______________________, a ________ ___________ ("Franchisee")

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

2. **Certain Provisions Deleted** Any provision of the Agreement which would have any of the following effects is hereby deleted

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreed to by

FRANCHISEE	FRANCHISOR
______________________	THE SOLAR SCRUBBERS INC
By ______________________	By ______________________
Name ______________________	Name ______________________
Title ______________________	Title ______________________
Date ______________________	Date ______________________

MARYLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ___________________, 201___ (the "Agreement"), between The Solar Scrubbers Inc , a Delaware S Corporation ("The Solar Scrubbers Franchising") and ________________________, a _______ ___________ ("Franchisee")

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

2. **No Waiver of State Law In Sale.** Notwithstanding any provision of the Agreement to the contrary, as a condition of the sale of a franchise, The Solar Scrubbers Franchising shall not require a prospective franchisee to agree to a release, assignment, novation, waiver, or estoppel that would relieve The Solar Scrubbers Franchising or any other person from liability under the Maryland Franchise Law

3. **No Release of Liability** Notwithstanding any provision of the Agreement to the contrary, The Solar Scrubbers Franchising shall not require Franchisee to provide a release from liability under the provisions of the Maryland Franchise Law as part of the Agreement or as a condition of the sale, renewal, or assignment of the franchise

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

5. **Jurisdiction** Notwithstanding any provision of the Agreement to the contrary, Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland

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

Agreed to by

FRANCHISEE	FRANCHISOR
______________________________	THE SOLAR SCRUBBERS INC
By ___________________________	By ___________________________
Name _________________________	Name _________________________
Title __________________________	Title __________________________
Date __________________________	Date __________________________

MINNESOTA RIDER TO FRANCHISE AGREEMENT

Thıs Rıder amends the Franchıse Agreement dated ___________________, 201___ (the "Agreement"), between The Solar Scrubbers Inc , a Delaware S Corporatıon ("The Solar Scrubbers Franchısıng") and ________________________, a ________ ____________ ("Franchısee")

1 **Defınıtıons** Capıtalızed terms used but not defined ın thıs Rıder have the meanıngs gıven ın the Agreement The "Mınnesota Act" means Mınnesota Statutes, Sectıons 80C 01 to 80C 22

2. **Amendments.** The Agreement ıs amended to comply wıth the followıng

- Mınnesota Statutes, Sectıon 80C 21 and Mınnesota Rules 2860 4400(J) prohıbıt the franchısor from requırıng lıtıgatıon to be conducted outsıde Mınnesota, requırıng waıver of a jury trıal, or requırıng the franchısee to consent to lıquıdated damages, termınatıon penaltıes or judgment notes In addıtıon, nothıng ın the Franchıse Dısclosure Document or agreement(s) can abrogate or reduce (1) any of the franchısee's rıghts as provıded for ın Mınnesota Statutes, Chapter 80C or (2) franchısee's rıghts to any procedure, forum, or remedıes provıded for by the laws of the jurısdıctıon

- Wıth respect to franchıses governed by Mınnesota law, the franchısor wıll comply wıth Mınnesota Statutes, Sectıon 80C 14, Subd 3-5, whıch requıre (except ın certaın specıfied cases) (1) that a franchısee be gıven 90 days' notıce of termınatıon (wıth 60 days to cure) and 180 days' notıce for non- renewal of the franchıse agreement and (2) that consent to the transfer of the franchıse wıll not be unreasonably wıthheld

- The franchısor wıll protect the franchısee's rıghts to use the trademarks, servıce marks, trade names, logotypes or other commercıal symbols or ındemnıfy the franchısee from any loss, costs or expenses arısıng out of any claım, suıt or demand regardıng the use of the name Mınnesota consıders ıt unfaır to not protect the franchısee's rıght to use the trademarks Refer to Mınnesota Statues, Sectıon 80C 12, Subd 1(g)

- Mınnesota Rules 2860 4400(D) prohıbıts a franchısor from requırıng a franchısee to assent to a general release

- The franchısee cannot consent to the franchısor obtaınıng ınjunctıve relıef The franchısor may seek ınjunctıve relıef See Mınn Rules 2860 4400J Also, a court wıll determıne ıf a bond ıs requıred

- The Lımıtatıons of Claıms sectıon must comply wıth Mınnesota Statutes, Sectıon 80C 17, Subd 5, and therefore the applıcable provısıon of the Agreement ıs amended to state "No actıon may be commenced pursuant to Mınnesota Statutes, Sectıon 80C 17 more than three years after the cause of actıon accrues "

3. **Effectıve Date.** Thıs Rıder ıs effectıve as of the Effectıve Date

Agreed to by

FRANCHISEE

____

By ______________________________
Name ______________________________
Title ______________________________
Date ______________________________

FRANCHISOR

THE SOLAR SCRUBBERS INC

By ______________________________
Name ______________________________
Title ______________________________
Date ______________________________

NEW YORK RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ____________________, 201___ (the "Agreement"), between The Solar Scrubbers Inc , a Delaware S Corporation ("The Solar Scrubbers Franchising") and _________________________, a ________ ____________ ("Franchisee")

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

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

3 **Waivers of New York Law Deleted** Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by The Solar Scrubbers Franchising with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted

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

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

Agreed to by

FRANCHISEE	FRANCHISOR
______________________________	THE SOLAR SCRUBBERS INC
By ___________________________	By ___________________________
Name _________________________	Name _________________________
Title __________________________	Title __________________________
Date __________________________	Date __________________________

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ___________________, 201___ (the "Agreement"), between The Solar Scrubbers Inc , a Delaware S Corporation ("The Solar Scrubbers Franchising") and _________________________, a ________ ____________ ("Franchisee")

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

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

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

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

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

(4) Liquidated Damages and Termination Penalties Franchisee is not required to consent to liquidated damages or termination penalties

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

(6) Waiver of Trial by Jury Franchisee and any Guarantor do not waive a trial by jury

(7) Waiver of Exemplary & Punitive Damages Franchisee does not waive of exemplary and punitive damages

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

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

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

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

Agreed to by

FRANCHISEE	FRANCHISOR
______________________________	THE SOLAR SCRUBBERS INC
By ______________________________	By ______________________________
Name ____________________________	Name ____________________________
Title _____________________________	Title _____________________________
Date _____________________________	Date _____________________________

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ___________________, 201___ (the "Agreement"), between The Solar Scrubbers Inc , a Delaware S Corporation ("The Solar Scrubbers Franchising") and _________________________, a ________ ____________ ("Franchisee")

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

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

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

Agreed to by

FRANCHISEE	FRANCHISOR
______________________________	THE SOLAR SCRUBBERS INC
By ___________________________	By ___________________________
Name _________________________	Name _________________________
Title __________________________	Title __________________________
Date __________________________	Date __________________________

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT
AND
RIDER TO FRANCHISE AGREEMENT

The state of Washington has a statute, RCW 19 100 180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise

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

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW shall prevail

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

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

Agreed to by

FRANCHISEE	FRANCHISOR
______________________________	THE SOLAR SCRUBBERS INC
By ____________________________	By ____________________________
Name __________________________	Name __________________________
Title ___________________________	Title ___________________________
Date ___________________________	Date ___________________________

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 Scrubbers Inc offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale New York and Rhode Island require that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship

If The Solar Scrubbers Inc does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and any applicable state agency (which are listed in Exhibit A)

The name, principal business address, and telephone number of each franchise seller offering the franchise is

Name	Principal Business Address	Telephone Number
Todd Vaccarello	3281 Fairlane Farms Road, Wellington FL 33414	866-827-2782

Issuance Date 4/01/2017

I received a disclosure document dated [______________] that included the following Exhibits

A State Administrators and Agents for Service of Process
B Franchise Agreement (with Guaranty and Non-Compete Agreement)
C Form of General Release
D Financial Statements
E Operating Manual Table of Contents
F Current and Former Franchisees
G State Addenda to Disclosure Document
H State Addenda to Franchise Agreement

Signature ______________________

Date Received ______________________

Keep This Copy For Your Records

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language Read this disclosure document and all agreements carefully

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Name	Principal Business Address	Telephone Number
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E Operating Manual Table of Contents
F Current and Former Franchisees
G State Addenda to Disclosure Document
H State Addenda to Franchise Agreement

Signature ___________________________
Date Received ______________________

Return this copy to us.

The Solar Scrubbers Inc.
3281 Fairlane Farms Road, Wellington FL 33414