

APEX Energy Group LLC

Franchise Disclosure Document

APEX Energy Group LLC

FRANCHISE DISCLOSURE DOCUMENT

APEX ENERGY GROUP, LLC
An Indiana Limited Liability Company
DBA



APEX ENERGY SOLUTIONS

11644 North Michigan Road
Zionsville, Indiana 46077
(317) 733-2828

www.apexenergygroup.com
plewis@apexenergygroup.com

You will operate a business selling residential and commercial replacement windows, if approved, and related products and services. You will provide these services primarily, and perhaps exclusively, to residential homes, operating under the Marks and using the Apex System.

The total investment necessary to begin operation of an Apex Energy Group franchise ranges from \$98,850 to \$197,500. This includes \$60,000–\$100,000 that must be paid to the Franchisor.

This disclosure document summarizes certain provisions of Your franchise agreement and other information in plain English. Read this document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before You can 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, contact Us at 11644 North Michigan Road, Zionsville, Indiana 46077 and (317) 733-2828.

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 accountant.

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

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

ISSUANCE DATE: August 1, 2017

STATE COVER PAGE

Your state may have franchise laws that require a franchisor 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 Attachment “G” 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 IN ORDER TO RENEW.

Please consider the following RISK FACTORS before You buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO LITIGATE IN CINCINNATI, OHIO. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN CINCINNATI, OHIO THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT OHIO 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. YOUR OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, FRANCHISE MANAGERS OR OTHER AUTHORIZED REPRESENTATIVES, AS WELL AS MEMBERS OF YOUR OR THEIR IMMEDIATE FAMILIES, MAY BE REQUIRED TO SIGN OUR NONDISCLOSURE AND NONCOMPETITION AGREEMENT AND TO AGREE TO BE BOUND BY THE CONFIDENTIALITY PROVISIONS AND COVENANTS NOT TO COMPETE EVEN IF SUCH PERSONS ARE NOT INVOLVED IN THE OPERATION OF THE FRANCHISE.
4. THE FRANCHISE AGREEMENT STATES THAT IF YOU FAIL TO MEET CERTAIN SALE GOALS (I) YOU MAY BE REQUIRED TO PAY A ROYALTY FEE BASED ON THE APPLICABLE SALES GOALS, RATHER THAN YOUR GROSS REVENUE, (II) YOUR TERRITORY MAY BE REDUCED, (III) A THIRD PARTY MAY BE PERMITTED TO OPERATE IN YOUR TERRITORY, OR (IV) WE MAY TERMINATE THE FRANCHISE AGREEMENT.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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