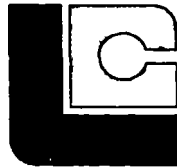


FRANCHISE DISCLOSURE DOCUMENT

Professional Development Officer Program



**LIQUID
CAPITAL**
FINANCING SUCCESS

Received
LA Mailroom

MAR 22 2017

Department of
Business Oversight

Liquid Capital of America Corp
MacArthur Plaza
5525 N MacArthur Blvd, Suite 625
Irving, TX 75039
1-877-228-0800
birnbaum@liquidcapitalcorp.com
www.lcfranchise.com
www.liquidcapitalcorp.com

This franchise (“**PDO Franchise**”) is for a business that offers factoring and other financing services to certain qualified candidates (“**PDO Candidates**”) with meaningful experience in selling financial services to small and medium-sized businesses. We also offer standard franchises (“**Standard Franchise**”) to other prospective franchisees who do not qualify for the PDO Franchise offering. Standard Franchises are offered through a separate Franchise Disclosure Document.

The total investment necessary to begin operation of one Liquid Capital PDO Franchise ranges from \$46,800.00 to \$84,500.00, excluding amounts needed to fund client Advances, but including \$40,000.00 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your PDO Franchise Agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement or make any payment in connection with the franchise sale or grant. **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 Brian Birnbaum at MacArthur Plaza, 5525 N MacArthur Blvd, Suite 625, Irving, TX 75039 and 1-866-272-3704.

The terms of your contract will govern your franchise relationship. Do not 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. Information comparing franchisors is available. Call your state agency or your public library for sources of information. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise*,” is available from the FTC. You can contact the FTC at 1-877-FTCHELPHelp 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.

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

The Issuance Date March 17, 2017

STATE COVER PAGE

Your state may have a franchise law that requires 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 **Exhibit H** for information about the franchisor or about franchising in your state.

MANY PDO 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 PDO FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN TEXAS. 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 TEXAS THAN IN YOUR OWN STATE.
- 2 THE PDO FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3 THE FRANCHISOR HAS NOT REGISTERED, OR FILED FOR REGISTRATION, WITH THE USPTO THE MARK THAT IS DISCLOSED ON THE FTC COVER PAGE.
- 4 THE FRANCHISOR HAS A MINIMUM BUSINESS VOLUME THAT YOU MUST ACHIEVE. IF YOU FAIL TO ACHIEVE YOUR MINIMUM BUSINESS VOLUME, THE FRANCHISOR HAS THE RIGHT TO TERMINATE THE PDO FRANCHISE AGREEMENT. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.
- 5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date See the next page for state effective dates.

FRANCHISE DISCLOSURE DOCUMENT EFFECTIVE DATES IN DESIGNATED STATES

The following states require that the Disclosure Document be registered or filed with the state or be exempt from registration California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin

This Franchise Disclosure Document is registered, on file, exempt from registration, or otherwise effective in the following states with franchise registration and disclosure (or business opportunity*) laws as of the dates listed

California	Effective Date
Florida	Effective Date
Hawaii	Effective Date
Illinois	Effective Date
Indiana	Effective Date
Kentucky	Effective Date
Maryland	Effective Date
Michigan	Effective Date
Minnesota	Effective Date
Nebraska	Effective Date
New York	Effective Date
North Dakota	Effective Date
Rhode Island	Effective Date
South Dakota	Effective Date
Texas	Effective Date
Utah	Effective Date
Virginia	Effective Date
Washington	Effective Date
Wisconsin	Effective Date

* Denotes one-time filing

In all the other states, the effective date of this Franchise Disclosure Document is the issuance date of **March 17, 2017**

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/liquid-capital>