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Department of Corporations
Los Angeles

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

The information contained in this disclosure statement has not been verified by the State of North Carolina. The State has not reviewed and does not approve or endorse any business opportunity. The disclosure statement contains information which should be carefully read before agreeing to purchase a business opportunity.



FRANCHISE OFFERING CIRCULAR

Liquid Capital of America Corp.

a Delaware corporation

1515 Heritage Drive, Suite 214

McKinney, TX 75069

(416) 222-5599

www.liquidcapitalcorp.com

The franchise is for a business that offers factoring and other financing services. The initial franchise fee is \$42,500 unless you qualify for our multi-territory program. Under the multi-territory program, the initial franchise fee is \$112,500 for the first 3 territories and \$35,000 for each additional territory. (See Item 5) The estimated initial investment required for 1 franchise ranges from \$54,850 to \$87,600, excluding amounts needed to fund client Advances, and the estimated initial investment required for 3 franchises under our multi-territory program ranges from \$128,400 to \$176,200, excluding amounts needed to fund client Advances. (See Item 7)

RISK FACTORS:

1. **THE FRANCHISE AGREEMENT PERMITS YOU TO MEDIATE ONLY IN WILMINGTON, DELAWARE OR AT OUR PRINCIPAL PLACE OF BUSINESS AND SUE US ONLY IN THE STATE OR FEDERAL JUDICIAL DISTRICT IN WHICH WILMINGTON, DELAWARE OR OUR PRINCIPAL PLACE OF BUSINESS IS LOCATED. OUT OF STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE AND LITIGATE WITH US IN DELAWARE THAN IN YOUR HOME STATE.**

2. **THE FRANCHISE AGREEMENT STATES THAT DELAWARE 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. STATE FRANCHISE REGISTRATION AND RELATIONSHIP LAWS OFTEN PROVIDE THAT CHOICE OF LAW PROVISIONS ARE VOID OR SUPERSEDED IF THE CHOICE OF A DIFFERENT STATE'S LAW WOULD DENY A FRANCHISEE THE PROTECTIONS IT WOULD BE ENTITLED TO UNDER LOCAL LAW. YOU SHOULD INVESTIGATE WHETHER YOUR PURCHASE OF THE FRANCHISE FALLS UNDER THE JURISDICTION OF A STATE REGISTRATION OR RELATIONSHIP LAW.**

3. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

Information about comparisons of franchisors is available. Call the state administrators listed in Attachment A or your public library for sources of information.

Registration of the franchise with the state does not mean that the state recommends it or has verified the information in the offering circular. If you learn that anything in the Offering Circular is untrue, contact the Federal Trade Commission and the state administrators listed in Attachment A.

See the UFOC Addendum page for the effective date of this Offering Circular in the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, Oregon, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.



**CALIFORNIA COVER PAGE
TO
FRANCHISE OFFERING CIRCULAR**

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2. **THE FRANCHISE AGREEMENT STATES THAT DELAWARE 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. STATE FRANCHISE REGISTRATION AND RELATIONSHIP LAWS OFTEN PROVIDE THAT CHOICE OF LAW PROVISIONS ARE VOID OR SUPERSEDED IF THE CHOICE OF A DIFFERENT STATE'S LAW WOULD DENY A FRANCHISEE THE PROTECTIONS IT WOULD BE ENTITLED TO UNDER LOCAL LAW. YOU SHOULD INVESTIGATE WHETHER YOUR PURCHASE OF THE FRANCHISE FALLS UNDER THE JURISDICTION OF A STATE REGISTRATION OR RELATIONSHIP LAW.**
3. **THE FRANCHISOR HAS BEEN IN EXISTENCE FOR A SHORT PERIOD OF TIME (SINCE JUNE 2004). THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT.**
4. **THE FRANCHISE IS ONE IN WHICH FRANCHISEES WILL PROVIDE MONEY TO PURCHASE ACCOUNTS RECEIVABLE OF EXISTING BUSINESSES THAT ARE CLIENTS OF LIQUID CAPITAL FRANCHISEES. A FRANCHISEE MAY PROVIDE ALL OF THE MONEY REQUIRED TO PURCHASE A CLIENT'S ACCOUNTS RECEIVABLE OR MAY PARTICIPATE WITH OTHERS. THERE ARE A NUMBER OF RISKS INHERENT IN THE NATURE OF THIS BUSINESS, INCLUDING THE POSSIBILITY THAT YOU MAY LOSE YOUR INVESTMENT IF AN ACCOUNT DEBTOR FAILS TO PAY.**

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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**NEW YORK COVER PAGE
TO
FRANCHISE OFFERING CIRCULAR**

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**INFORMATION FOR
PROSPECTIVE FRANCHISEES
REQUIRED BY THE FEDERAL TRADE COMMISSION**

Liquid Capital of America Corp.
a Delaware corporation
1515 Heritage Drive, Suite 214
McKinney, TX 75069
(416) 222-5599
www.liquidcapitalcorp.com

* * *

TO PROTECT YOU, WE'VE REQUIRED YOUR FRANCHISOR TO GIVE YOU THIS INFORMATION. WE HAVEN'T CHECKED IT, AND DON'T KNOW IF IT'S CORRECT. IT SHOULD HELP YOU MAKE UP YOUR MIND. STUDY IT CAREFULLY. WHILE IT INCLUDES SOME INFORMATION ABOUT YOUR CONTRACT, DON'T RELY ON IT ALONE TO UNDERSTAND YOUR CONTRACT. READ ALL OF YOUR CONTRACT CAREFULLY. BUYING A FRANCHISE IS A COMPLICATED INVESTMENT. TAKE YOUR TIME TO DECIDE. IF POSSIBLE, SHOW YOUR CONTRACT AND THIS INFORMATION TO AN ADVISOR, LIKE A LAWYER OR AN ACCOUNTANT. IF YOU FIND ANYTHING YOU THINK MAY BE WRONG OR ANYTHING IMPORTANT THAT'S BEEN LEFT OUT, YOU SHOULD LET US KNOW ABOUT IT. IT MAY BE AGAINST THE LAW.

THERE MAY ALSO BE LAWS ON FRANCHISING IN YOUR STATE. ASK YOUR STATE AGENCIES ABOUT THEM.

**FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580**

Date of Issuance: March 17, 2006

LIQUID CAPITAL OF AMERICA CORP.
UNIFORM UFOC ADDENDUM

This Offering Circular is registered, on file, exempt from registration, or otherwise effective in the following states with franchise registration and disclosure laws:

California -	Effective Date: _____, 2006
Hawaii -	Effective Date: _____, 2006
Illinois -	Effective Date: _____, 2006
Indiana -	Effective Date: _____, 2006
Maryland -	Effective Date: _____, 2006
Michigan -	Effective Date: March 17, 2006
Minnesota -	Effective Date: _____, 2006
New York -	Effective Date: _____, 2006
North Dakota -	Effective Date: _____, 2006
Oregon -	Effective Date: March 17, 2006
Rhode Island -	Effective Date: _____, 2006
South Dakota -	Effective Date: _____, 2006
Virginia -	Effective Date: _____, 2006
Washington -	Effective Date: _____, 2006
Wisconsin -	Effective Date: _____, 2006

**ADDENDUM TO LIQUID CAPITAL OF AMERICA CORP.
OFFERING CIRCULAR
FOR THE STATE OF CALIFORNIA**

1. The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Offering Circular/and or Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

A. Item 1 of the Offering Circular is supplemented by the following language:

The Franchise: A graphic representation of the Liquid Capital program as described in Item 1 of the Offering Circular is attached as Schedule 1 to this Addendum.

Industry Specific Regulation:

You may be required to register in California as a lender and/or broker under the California Finance Lenders Law (the "Law"). You should consult with an attorney to determine whether the Law applies to you, and, if so, how to comply.

B. Item 3 of the Offering Circular is supplemented by the following language:

Neither we nor any person or franchise broker in Item 2 of the Offering Circular is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A.78a et seq., suspending or expelling such persons from membership in such association or exchange.

C. Item 17 of the Offering Circular is supplemented by the following language.

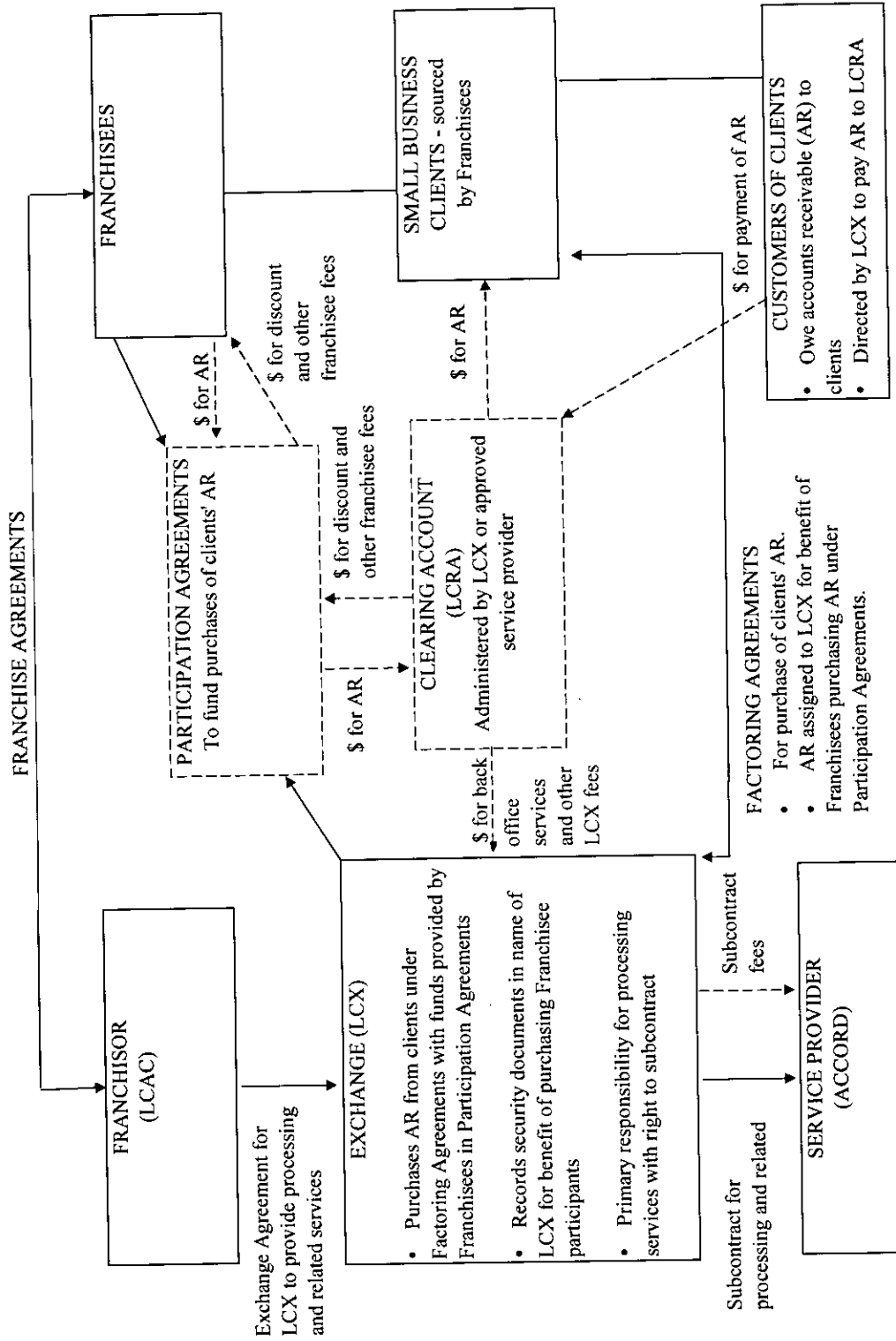
- a. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
- b. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
- c. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
- d. The franchise agreement requires application of the laws of Delaware. This provision may not be enforceable under California law.

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

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

3. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH A COPY OF THE OFFERING CIRCULAR.

4. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the California law applicable to the provision are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.



**ADDENDUM TO LIQUID CAPITAL OF AMERICA CORP.
OFFERING CIRCULAR
FOR THE STATE OF ILLINOIS**

Item 17, line item g., is hereby amended to delete the following language: "3 days to resume making payments in the ordinary course of business; 3 days to cure a failure to properly maintain records; 3 days to cure a failure to produce a Financing Estoppel Certification" and replace it with "10 days to resume making payments in the ordinary course of business; 10 days to cure a failure to properly maintain records; 10 days to cure a failure to produce a Financing Estoppel Certification."

Item 17, line item v., is amended to provide that if the Franchise Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims under the Illinois Franchise Disclosure Act.

Item 17, line item w., is amended to provide that (a) the Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to you concerning nonrenewal and termination of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control; and (b) if the Franchise Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act, the Act will control.

**ADDENDUM TO LIQUID CAPITAL OF AMERICA CORP.
OFFERING CIRCULAR
FOR THE STATE OF MARYLAND**

1. (a) The Summary column for Items 17.v., "Choice of Forum" (Franchise Agreement chart) is amended as follows:

"Except for any rights a franchisee has under the Maryland Franchise Registration and Disclosure Law to bring suit in Maryland for claims arising under the Law, mediation of disputes which are subject to mediation will be held at our corporate headquarters. Except as otherwise required by the Maryland Franchise Registration and Disclosure Law, venue for all proceedings arising under the Franchise Agreement is the state, county or judicial district where our principal place of business is located, unless otherwise brought by us."

- (b) Item 17.c., "Requirements for you to renew or extend" (Franchise Agreement chart) and Items 7.m. "Conditions for our approval of transfer" (Franchise Agreement charts) are amended by the addition of the following:

"The Code of Maryland Regulations COMAR 02.02.08.16L., states that a general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. This may affect the enforceability of certain provisions in the Franchise Agreement relating to renewal, sale, assignment or transfer of the Franchise Agreements."

- (c) Item 17 is amended to add the following note at the end of that Item:

"Any claims that Franchisee may have under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

- (d) the addition of the following as the last paragraph of Item 17:

"A provision in the Franchise Agreement which terminates the agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101."

2. Item 5, "Initial Franchise Fee, is deleted in its entirety and is replaced by the following:

"The initial franchise fee is \$35,000. The initial franchise fee and any other payments due to us or our affiliates will be due when you are ready to begin business. You are ready to begin business when your Controlling Principal satisfactorily completes our initial training program and we accept your office location."

3. Item 7, note (8) is deleted in its entirety and is replaced by the following:

“(8) We do not charge a fee for our Basic Operational Training Course. However, you must pay travel, lodging and related costs to attend our Training Course. We also require you to participate in a sales training course presented by the Sandler Sales Institute and pay Sandler directly for the cost of the training as and when billed by Sandler. This estimate includes the cost of the Sandler program and your out-of-pocket costs to attend our Basic Operational Training Course. These costs will vary depending upon your selection of lodging and dining facilities, mode and distance of transportation. Wages for your personnel while in training are not included. (See Item 11)

**ADDENDUM TO LIQUID CAPITAL OF AMERICA CORP.
OFFERING CIRCULAR
FOR THE STATE OF MICHIGAN**

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:

(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 PROTECTIONS 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 SUBFRANCHISOR.

(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.

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.

**ADDENDUM TO LIQUID CAPITAL OF AMERICA CORP.
OFFERING CIRCULAR
FOR THE STATE OF NEW YORK**

Item 3, "Litigation" is hereby amended by deleting the next to last paragraph in that Item and replacing it by the following language:

- (1) Neither we, any predecessor, any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark has pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging a violation of any franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable allegations.
- (2) Neither we, any predecessor, any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the date of this offering circular, has been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved a violation of any franchise, anti fraud or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, misappropriation of property or comparable allegations.
- (3) Neither we, any predecessor any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark is subject to any currently effective injunctive or restrictive order or decree relating to franchises or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency, 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" is hereby deleted in its entirety and the following language substituted in lieu thereof:

"Neither the Franchisor, nor any affiliate or predecessor or current officer or general partner have during the 10 year period immediately before the date of this Offering Circular (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code;

or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the Franchisor held this position with the company or partnership."

Item 17 of the Offering Circular is amended as follows:

(a) By adding the following in the "Summary" column opposite category d., "Termination by franchisee":

"To the extent required by the New York General Business Law, you may terminate the Agreement on any grounds available by law."

(b) By adding the following in the "Summary" column opposite category w., "Choice of law":

"The foregoing choice of law should not be considered a waiver of any right conferred upon you by the General Business Law of the State of New York, Article 33."

**ADDENDUM TO LIQUID CAPITAL OF AMERICA CORP.
OFFERING CIRCULAR
FOR THE STATE OF NORTH CAROLINA**

To the extent that Franchisee decides to purchase any product(s), equipment, or supplies from the Franchisor under the Franchise Agreement, or any other agreement between the parties, the Franchisor agrees to be bound by the following obligation:

If the Franchisor fails to deliver the product(s), equipment, or supplies necessary to begin substantial operation of the Business within 45 days after the delivery date stated in your contract, you may notify the Franchisor in writing and demand that the contract be cancelled.

We do not guaranty that you will derive income from the business opportunity that exceeds the price you paid for the business opportunity.