FRANCHISE DISCLOSURE DOCUMENT

CASEY'S CLEANING FRANCHISING L.L.C.
108 Manchester Avenue
Forked River, NJ 08731
609-548-2660
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www.caseyscleaning.com

The Franchisee will own and operate a business providing premium residential and commercial cleaning services using the trade name or trademark, CASEY'S CLEANING, and also our other related trade names, trademarks, or logos (collectively, our "Marks"). We provide services to franchisees including assistance with training, operations, advertising, purchasing and promotional techniques.

The total investment necessary to begin operation of a new, single unit CASEY'S CLEANING franchise is between $43,650 and $60,420. This includes $25,000 that must be paid to us or our affiliate. The total investment necessary to convert an existing residential or commercial cleaning business to a CASEY'S CLEANING franchise is between $29,237 and $47,920. This includes $12,500 that must be paid to us or our affiliate. If you choose to sign an Area Development Agreement for the right to operate three CASEY'S CLEANING units, you must also pay us a Development Fee of $15,000. This would make your total investment necessary to begin operation of your first CASEY'S CLEANING unit, and to purchase the rights to open a total of 3 units, between $58,650 and $75,420, with $40,000 ($15,000 Development Fee plus a $25,000 Initial Franchise Fee) being paid to us or our 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, 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 availability of disclosures in different formats, contact CASEY'S CLEANING FRANCHISING L.L.C. at 108 Manchester Avenue, Forked River NJ 08731, 609-488-5888.

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: September 3, 2021

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit B.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Casey's Cleaning business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Casey's Cleaning franchisee?	Item 20 or Exhibit B lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in New Jersey. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in New Jersey than in your own state.

2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

3. **Short Operating History.** The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

4. **Spousal Guaranty.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

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. Any questions regarding the notice should be delivered to the Department of the Attorney General, Department of Licensing and Regulatory Affairs, Corporations, Securities and Commercial Licensing Bureau, 2501 Woodlake Circle, Okemos, MI 48864, Telephone: (517) 241-6470.

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EXHIBITS

Exhibit A Casey's Cleaning Franchise Agreement with Attachment 1 (Franchise Fees and Payments), Attachment 2 (Site Selection Addendum) with Exhibit 1 (Approved Location and Franchise Territory), Attachment 3 (Personal Guaranty), Attachment 4 (Nondisclosure and Noncompetition Agreement), Attachment 5 (Telephone Listing and Internet Authorization Agreement)
Exhibit B-1 Outlet Directory/Listing of Current Franchisees
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ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

THE FRANCHISOR

To simplify the language in this Disclosure Document, "we," "CASEY'S CLEANING," "us," or "our" means CASEY'S CLEANING FRANCHISING L.L.C. "You" means the person or company that buys the franchise, including, if any, such company's owners, partners, members, controlling shareholders, and guarantors. CASEY'S CLEANING FRANCHISING L.L.C. was formed in New Jersey on January 23, 2019. Our principal business address is located at 108 Manchester Avenue, Forked River NJ 08731.

Our sole business since inception is selling CASEY'S CLEANING franchises and providing training and other services to CASEY'S CLEANING franchisees. We began selling franchises being offered in this disclosure document during 2019. We are not engaged in any other business activities and have never offered franchises in any other line of business. We do not operate a business of the type being franchised, although affiliates of ours do. We do business and intend to do business under the names CASEY'S CLEANING FRANCHISING L.L.C., and CASEY'S CLEANING.

Our agents for service of process are listed in Exhibit E.

PARENTS, PREDECESSORS, AND AFFILIATES

We do not have any parent companies or predecessors.

Our founder and Chief Executive Officer, Cindy Nacca, has operated a business of the type being franchised since 1986. She originally operated the business as a sole proprietorship but assigned the business to our affiliate CASEY'S CLEANING, L.L.C., which was formed as a New Jersey limited liability company on March 8, 2017, and which still operates the business today. Additionally, since 2019, CASEY'S CLEANING, L.L.C. has operated a CASEY'S CLEANING business in Port St. Lucie, Florida. CASEY'S CLEANING, L.L.C. has never offered CASEY'S CLEANING franchises or franchises in any kind of business and has never engaged in any other type of business activity. CASEY'S CLEANING, L.L.C. shares certain employees with us and may provide, or assist us in providing, the services and obligations we are required to perform under the Franchise Agreement. CASEY'S CLEANING, L.L.C. has as its principal place of business 108 Manchester Avenue, Forked River NJ 08731.

Our affiliate, CASEY'S CLEANING IP HOLDER LLC ("IP Holder"), was formed on February 12, 2019 in New Jersey. IP Holder owns the trademarks and all intellectual property you will use in the operation of your CASEY'S CLEANING business. While IP Holder has licensed to us the right to develop franchises, it does not offer and has never offered franchises of its own and does not offer any products or services to our franchises. IP Holder has as its principal place of business 124 Carriage Way, Forked River, NJ 08731.

THE FRANCHISE OFFERED

As a CASEY'S CLEANING franchisee, you will own and operate a business providing premium residential and commercial cleaning services (a "Franchised Business"). CASEY'S CLEANING businesses are characterized by distinctive cleaning products and supplies; proprietary equipment and displays; hardware and software programs; standards, specifications, and procedures for operations; training and assistance; and advertising and promotional programs; all of which we may improve, amend, and further develop from time to time. You will be required to operate using our Marks and in accordance with our confidential Manuals and other proprietary manuals we may loan to you (collectively, the "Manuals"), standards and specifications, marketing and sales programs, and other research and development connected with the establishment and operation of a CASEY'S CLEANING business (collectively, the "System"), which we may modify from time to time as we deem appropriate in our sole discretion. To the extent permissible under applicable law, we reserve the right to set promotional and maximum and minimum prices/fees for certain products and services.

The typical CASEY'S CLEANING business is operated from leased office space of approximately 250 to 400 square feet. You will be entitled to a protected territory. In order to own and operate a CASEY'S CLEANING, you must enter into our current form of franchise agreement that is attached as Exhibit A to this Disclosure Document ("Franchise Agreement"). You and your spouse must sign our form of personal guaranty attached as Attachment 3 to Exhibit A.

We offer qualified franchisees the option to sign an area development agreement in the form attached as Exhibit F ("Area Development Agreement"). If we agree to sign an Area Development Agreement with you, the development schedule under the Area Development Agreement will require you to open each unit according to a schedule agreed upon by you and us. The Area Development Agreement will require you to sign a separate franchise agreement in the then-current form for each Franchised Business unit to be opened. The then-current franchise agreement may contain materially different terms and conditions than the franchise agreement contained in this franchise disclosure document. The franchise agreement signed for each unit will then cover the relationship between you and us for such unit.

MARKET AND COMPETITION

You will compete with other CASEY'S CLEANING franchisees and other businesses offering residential or commercial cleaning services. Your competition will consist of local, regional, and national chains, franchises, and independent service providers. Demand for your services and products, particularly your residential services, may depend on the local and national economic conditions and their effect on the public's discretionary spending. Your ability to succeed with this franchise will in part be determined by your ability to compete with these other businesses, which will in turn depend on your adherence to our standards and guidelines, your entrepreneurial and managerial abilities, and the quality of service you provide to your customers.

REGULATIONS

There are no regulations known to us specific to the operation of a residential and commercial cleaning business. However, state and local jurisdictions have enacted laws, rules,

regulations, and ordinances that may apply to the operation of your Franchised Business, including those that (a) establish general standards, specifications, and requirements for the construction, design, and maintenance of your office premises; (b) regulate matters affecting the health, safety, and welfare of your customers, such as general health and sanitation requirements, restrictions on smoking, and requirements to provide certain public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) regulate the proper use, storage, and disposal of waste, insecticides, and other hazardous materials; (e) govern labor practices for your employees; and (f) govern the application of the Affordable Care Act. The Americans with Disabilities Act also may apply to the operation of your CASEY'S CLEANING business. You may employ salaried help and/or independent contractors and will be required to observe general employment laws and regulations.

We have not researched any of these laws to determine their applicability to your Franchised Business. You should consult with your own attorney to ensure that the laws of the state where your CASEY'S CLEANING business is located permit you to provide the approved products and services we require. It is your sole responsibility to investigate any regulations in your area, including those related to the establishment and operation of a CASEY'S CLEANING business generally. You alone are responsible for complying with all applicable laws and regulations, despite any advice or information that we may give you.

ITEM 2. BUSINESS EXPERIENCE

Name	Position	Principal Occupation During the Past 5 Years
Cindy Nacca	Founder/ Chief Executive Officer	Cindy Nacca has been our founder and Chief Executive Officer since our inception in January 2019. Additionally, Cindy Nacca has been an owner of our affiliate CASEY'S CLEANING, L.L.C. since its inception in March 2017. Both CASEY'S CLEANING FRANCHISING L.L.C. and CASEY'S CLEANING, L.L.C. are headquartered in Forked River, New Jersey. She has operated a business of the type being franchised since September 1986.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5. INITIAL FRANCHISE FEE

The initial franchise fee for a new CASEY'S CLEANING business is $25,000 ("IFF").

Honorably discharged veterans of the United States Armed Forces who otherwise meet our requirements will receive a 10% discount on the IFF for their first Franchise Agreement

("Veteran's Discount"). The Veteran's Discount does not apply to the IFF for a second or subsequent location opened by a franchisee.

If you wish to convert an existing cleaning business of another brand into a CASEY'S CLEANING business, the IFF will be discounted by 50%. To qualify for the reduced IFF, you must have owned the cleaning business for at least one year prior to conversion, and that cleaning business must have had a minimum annual revenue of at least $250,000 the year prior to conversion, as evidenced by that year's tax return. An annual revenue of $250,000 does not guarantee you the right to own and operate a CASEY'S CLEANING business. We retain the right to reject an applicant who meets the $250,000 mark. The Veteran's Discount does not apply to conversions.

If you sign an Area Development Agreement, then at the time you execute the Area Development Agreement, you will also (a) sign the franchise agreement for your first CASEY'S CLEANING business, (b) pay to us the full IFF for your first CASEY'S CLEANING business, and (c) pay to us a Development Fee equal to 50% of the Discounted Initial Franchise Fees for the other CASEY'S CLEANING businesses you intend to open under the Area Development Agreement ("Development Fee"). The Discounted Initial Franchise Fees ("Discounted IFF") shall be $20,000 for your second CASEY'S CLEANING business and $10,000 for your third and all subsequent CASEY'S CLEANING businesses. When you ultimately sign the franchise agreement for the units you intend to open under the Area Development Agreement, you will then pay the remaining 50% of the Discounted IFF for such units. For example, if you sign an Area Development Agreement to develop three CASEY'S CLEANING businesses, at the time you sign the Area Development Agreement you will pay us the full IFF for the first unit ($25,000) plus a Development Fee of $15,000. When you later sign the franchise agreement for the second CASEY'S CLEANING business, you will pay us $10,000 (half of the Discounted IFF for the second location), and when you later sign the franchise agreement for your third CASEY'S CLEANING business, you will pay us $5,000 (half of the Discounted IFF for the third location). The following chart is also illustrative of the fees you will have to pay us if you sign an Area Development Agreement and develop the units governed by the Area Development Agreement:

	Total Amount Paid for Right to Operate Unit ("Discounted IFF")	**Amount paid as part of Development Fee**	**Amount paid as balance of IFF/upon execution of Franchise Agreement**
Unit #1	$25,000	$0	$25,000 (entire IFF)
Unit #2	$20,000	$10,000 (50% of Discounted IFF)	$10,000 (50% of Discounted IFF)
Unit #3 and any subsequent units	$10,000	$5,000 (50% of Discounted IFF)	$5,000 (50% of Discounted IFF)

The IFF and Development Fees are payable in lump sum upon execution of the Franchise Agreement and Area Development Agreement. In 2019, a franchisee paid $10,000 of the IFF at the signing of a Franchise Agreement and will pay the remaining balance of the IFF at opening of the business. Except as provided for in this Item, all fees mentioned above are applied uniformly to all of our franchisees. These fees are non-refundable and deemed earned upon payment.

ITEM 6. OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty[2]	5% of Gross Revenues.	Payment made by electronic funds transfer (EFT) weekly on Tuesday for the sales week ending the immediately preceding Sunday.	See Section 3(a) of the Franchise Agreement. "Gross Revenues" are defined at Attachment 1 to the Franchise Agreement.
Brand Fund Contribution	1% of Gross Revenues. We reserve the right to raise to 2% of Gross Revenues.	Payment made by electronic funds transfer (EFT) weekly on Tuesday for the sales week ending the immediately preceding Sunday.	We have established and currently maintain a Brand Fund designed to promote/market/advertise our brand, Marks, and the System. If a local advertising cooperative is established, you will be required to contribute your share as required by the cooperative's members. We may reallocate all or a portion of this fee to a regional advertising program if one is established in the future.
Local Advertising Marketing and Promotional Expenditures	$1,000 per month during the first and second year of your franchise term; 5% of Gross Revenues per month thereafter.	Monthly; as incurred.	Marketing and promotional expenditures should be paid to third parties. If you fail to spend the required amount on local advertising, you must pay to the Brand Fund the amount you are required to spend on local advertising, less the amount you actually spend on local advertising that month.

Type of Fee[1]	Amount	Due Date	Remarks
Advertising Cooperative Fee	There are currently no plans for an advertising cooperative, but one may be formed in the future.	When designated by the cooperative	Any percentage contribution would be set by the cooperative on a vote of a majority of its members. All franchised, company-owned, and affiliate-owned outlets will have 1 vote each in any such cooperative. If company-owned outlets have controlling voting power, the maximum fee that would be imposed is 2% of Gross Revenues and the minimum fee imposed would be $0.
Technology Fee	$250 per month.	Payment made by electronic funds transfer (EFT) with the first royalty payment of each month.	The Technology Fee is for our development and maintenance of the Website, email systems, and social media accounts and sites. We have the right to increase this fee with 30 days' notice based on supplier pricing increases and introduction of new technology.
Equipment	Costs and expenses	As incurred.	We do not currently require you to purchase equipment from us or our affiliates, but we may do so in the future.
Printing, Stationery, and Office Supplies	Costs and expenses	As incurred.	We do not currently require you to purchase office supplies and printing services from us or our affiliates, but we may do so in the future.

Type of Fee[1]	Amount	Due Date	Remarks
Transfer Fee (a) All transfers except as provided in (b) below. (b) Transferee is an entity controlled and owned by current Franchisee, or Franchisee's heirs upon death or disability	 50% of the then current franchise fee; subject to a $12,500 minimum. No charge.	Upon application for transfer.	Fee is inapplicable except to prospective purchasers. We must approve any transferee.
Renewal Fee	25% of the then current franchise fee; subject to a $6,250 minimum.	Upon execution of then current franchise agreement.	Payable in immediately available funds.
Interest	18% per month or highest rate allowed by law.	As incurred.	Interest accrues from the original due date until payment is received in full.
Insufficient Funds	$50 per violation plus any fee charged us for uncollected funds	As incurred.	Failure to have sufficient funds available for payments to us.
Relocation Fee	Costs and expenses	Upon your submission of a letter requesting our consideration of a new location.	Payable to us to defray our costs associated with evaluating and approving/rejecting your relocation proposal. Except in cases of emergency, you must occupy the new premises and open your business in the new premises before vacating your original premises.
New Supplier/Product Evaluation Fee	Cost and expenses.	On demand.	If requested by you, you will pay all fees and costs incurred by us to obtain the necessary information and evaluate suppliers prior to giving approval for new suppliers and products.
Audit Fee	Costs and expenses.	At once if audit shows 2% or greater underpayment.	You also pay the underpayment, if any. We pay for the audit if underpayment is 2% or less.

Type of Fee[1]	Amount	Due Date	Remarks
Initial Training	Initial Franchise Fee includes (i) the cost of training for you and up to two of your employees at our location and (ii) the cost of onsite training at your location for you and your employees.	On signing of Franchise Agreement. For two persons pre-opening, this is included in the initial franchise fee. For extra people or post-opening, payment is due before training class commences.	The business shall be managed by a person, identified to us, who has undergone, or based on experience been relieved of, our training program. You remain responsible for paying your own lodging, transportation, and food expenses incurred for attending training. Training of you and your two employees will take place at our Forked River, New Jersey or Ocean County, New Jersey locations.
Additional Training (for extra people at outset or later if desired or required)	Currently $500 per person per week plus out-of-pocket expenses and travel.	As incurred prior to additional training.	We typically will not charge for additional training if you attend an already-scheduled class.
Attorney's Fees and Costs, and Arbitration	Costs and expenses, including but not limited to attorneys' fees for any failure to pay amounts when due or failure to comply in any way with the Franchise Agreement.	As incurred; as court or arbitrator orders.	Loser pays winner's fees and costs to discourage meritless litigation. We could have to pay your fees.
Management Fee	20% of Gross Revenues plus costs and expenses.	Weekly with royalty payment.	Only payable in the event we must operate your franchise due to death, disability, etc. Management fee would be paid in addition to royalty, Brand Fund contributions and any other fees due to us.
Indemnification	The amount of any claim, liability or loss we incur from your Franchised Business.	As incurred.	You agree to defend, indemnify, and hold us harmless should we be sued as a result of something you do or fail to do.

Type of Fee[1]	Amount	Due Date	Remarks
Post-Termination or Post-Expiration Expenses	Costs and expenses.	As incurred.	You must pay all costs and expenses related to de-identifying the Franchised Business or otherwise complying with your post-termination or post-expiration obligations.
Insurance Premium Reimbursement	Varies according to plan and provider.	Upon demand.	You must purchase the insurance we require. If you do not purchase the insurance we require, we may purchase it and you must reimburse us.
Continued Operation After Expiration	Greater of $1,000 or 150% of royalties	Weekly	If we permit you to continue operating your business after termination, non-renewal, or expiration of the franchise term on a month-to-month basis, then you must pay to us all royalties and other fees due to us. In addition, you must pay to us a weekly fee equal to the greater of $1,000 or 150% of the royalties due for the same month for every month of month-to-month operation after the expiration date, up to our then-current initial franchise fee.
Dishonored Check Charge	$50	On demand.	Payable if a check you provide to us is returned or dishonored by the bank, or if your designated account does not have sufficient funds to cover amounts you owe under the Franchise Agreement as they become due to us.
Fines	Up to $1,000 per infraction	Upon notice of infraction. Will be collected by EFT.	Failure to operate in accordance with operating standards.

Note 1: All fees and expenses described in Item 6 are non-refundable and, unless otherwise indicated, are imposed uniformly by, and are payable to, us. Unless we have noted differently, we may increase these amounts based upon changes in market conditions or our cost of providing services and future policy changes, but we have no present plans to increase any fees. Unless we have noted differently, all fees were uniformly applied to all franchisees during our last fiscal year. Note 2: "Gross Revenues" means the total of gross revenue that you derive from the operation of the Franchised Business, including, but not limited to, revenue from services rendered by the Franchised Business and from the sale of products, whether from sales for cash or credit and regardless of the collection thereof. Gross Revenues does not include sales taxes or gift card sales, nor does it include sales to other franchisees and company-owned businesses. Royalties on gift cards are assessed when the gift card is redeemed.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Table 1 – New Unit Franchise

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee[1]	$25,000	$25,000	Lump sum	At signing of Franchise Agreement	Us
Construction, Leasehold Improvements, Furniture and Fixtures[2]	$0	$1,500	As incurred	Before opening	Contractor/ Third-party providers
Equipment[3]	$800	$4,500	Lump sum	Before opening	Third-party providers or us
Signage (interior and exterior)[4]	$0	$700	As incurred	Before opening	Third-party providers
Computer, Software and Scheduling Software[5]	$1,400	$2,800	Lump Sum	Before opening	Third-party providers
Opening Inventory[6]	$500	$700	As incurred	Before opening	Third-party providers or us
Rent Deposits[7]	$0	$2,100	As incurred	Before opening	Landlord
Utility Deposits[8]	$0	$100	As incurred	Before opening	Utility providers
Insurance Deposits and Premiums[9]	$300	$300	As arranged	Before opening	Insurance company
Pre-opening Travel Expense[10]	$2,000	$3,200	As incurred	Before opening	Airline, hotel, restaurants
Grand Opening Advertising[11]	$2,500	$2,500	As incurred	Prior to opening	Third-party providers

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Professional Fees[12]	$2,500	$4,500	As arranged	Before opening	Attorneys, accountants
Business Permits and Licenses[13]	$100	$500	As incurred	Before opening	Licensing Authorities
Printing, Stationery and Office Supplies[14]	$500	$700	As incurred	Before opening	Third-party providers or us
Background Checks of Employees[15]	$150	$300	As incurred	Before opening	Third-party providers
Additional funds – 3 Months[16]	$7,900	$11,020	As incurred	After opening	Various
TOTAL	**$43,650**	**$60,420**			

NOTES:

All fees and payments are non-refundable unless otherwise noted or allowed by third-party vendors. The above table represents your estimated initial investment through the third month of operation of your business. Neither we nor our affiliate offer direct or indirect financing for your initial franchise fee, development fee or for any other payments you must make or costs you must incur in starting and operating your business.

Note 1: The IFF is the same for all similarly situated franchisees.

Note 2: Both the high and the low estimate assume you will lease ready-to-use office space. The low estimate assumes furniture and fixtures are included in the cost of the lease. The high estimate assumes you will be furnishing your office with a desk, chair, and filing equipment. Your costs will increase if you have to improve your office space for your specific use, or if you add additional, or more costly, furniture or fixtures to the space.

Note 3: The low estimate assumes you will purchase equipment consisting of vacuum cleaners, buckets, brooms, mops, cleaning chemicals and other cleaning equipment. The low estimate also assumes you already own a vehicle acceptable to us, but that you will pay for the wrap we require you to put around your vehicle. The estimated cost of the wrap is $400 to $500 dollars. The high estimate assumes you will purchase the same equipment but that you will be leasing a vehicle acceptable to us. The estimate is based on your leasing a mid-size sedan or crossover utility vehicle similar to a 2018 Nissan Altima or Nissan Rogue for 36 months, with $3,200 due upon signing the lease (the monthly lease costs are included in the Additional Funds estimate). The high estimate also assumes you will pay for the wrap we require you to put around the vehicle you lease. These estimates do not include transportation or setup charges.

Note 4: The low estimate assumes you will be operating the Franchised Business from a home office space with no external signage. The high estimate assumes you will be operating the Franchised Business from an office with external signage. Both estimates assume you will purchase interior signage and wall graphics identifying the Franchised Business as a CASEY'S CLEANING business.

Note 5: You must purchase computer software and hardware that meets the standards specified in our Manuals. You must purchase the scheduling system we require, as well as a general purpose computer and Quickbooks. We may require you to upgrade your software or hardware in order to adapt to technology innovations in the cleaning, software, or hardware industry.

Note 6: The inventory estimate is for an initial supply of general cleaning supplies, rags, solvents, and other consumable cleaning supplies. As inventory is used, more inventory will need to be purchased with the capital allocated to inventory.
Note 7: The low estimate assumes you will not pay rent for a home office space. The high estimate assumes you will rent office space that is approximately 400 square feet at about $700 per month. Both estimates assume the space you rent will be located in a suburban location. If you choose to rent space bigger or more expensive than the space we recommend, or if you choose to purchase space in an urban location, you may spend more than our estimate. Your cost to lease space is difficult to estimate with certainty because there are unknown factors that will impact what you pay. These factors include the facility's location, its square footage, cost-per-square foot, renovation costs and any required maintenance fees. Your landlord may refund your security deposit or other fees paid, but most will not refund rental payments or other payments made. You should ask your leasing agent or landlord about their refund policy before you sign a lease agreement. We do not require you to purchase or build a facility to house the franchise. Your cost may increase over our projections should you choose to purchase or build. You should consider construction delays and their unpredictable cost before electing to build or purchase. You should seek professional advice if you choose to purchase or build.
Note 8: Our estimates are based on historical experience of our affiliate. Estimates will vary based on municipality and service provider.
Note 9: You will be required to purchase insurance in the types and amounts we require. We estimate that you will pay annual premiums of approximately $3,600. The estimate reflects the payment of one month's premium as a deposit to the insurance company to initiate coverage.
Note 10: This estimate is for the lodging and travel expenses for you and one employee to attend the initial training in Forked River, New Jersey. The low estimate assumes you live close to Forked River, New Jersey and the higher estimate assumes you will be flying to Forked River. Both estimates assume you and your employee will stay in Forked River only for the four days of training. The estimate does not cover payroll for any employees attending the training or for the costs associated with bringing any additional persons to training other than your one employee.
Note 11: You must spend $2,500 on grand opening advertising, marketing and promotional items during the time period that is 30 days before you open for business and 60 days after. This amount will not count toward the 1% Gross Revenues you must pay toward the Brand Fund, nor will it count toward the $1,000 per month you must spend on local advertising. You may choose to spend more money. The amounts you spend for grand opening advertising are typically nonrefundable. You should inquire about the return and refund policy of the suppliers at, or before, the time of purchasing advertising.
Note 12: You will need to retain an attorney, an accountant and other consultants to help you to establish your Franchised Business. Your cost will depend on the location of the Franchised Business and the prevailing rates of local attorneys, accountants and consultants. Your costs for these services are typically nonrefundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.
Note 13: The cost of business licenses and permits will vary by location and jurisdiction.
Note 14: This estimate includes the cost of business cards, office supplies and other marketing materials bearing the CASEY'S CLEANING Mark.
Note 15: You are required to use our preferred vendor to perform background checks on all of your employees.
Note 16: You should have a 3-month cash reserve to cover the operations of the CASEY'S CLEANING business. Our estimates for the cash reserve you should have on hand include our estimates for three months of rent, utilities, insurance, initial staffing, software, royalties, Brand

Fund contributions, and advertising expenses, offset by the revenues we estimate you will collect in the third three months of operation. Our estimates do not include any other charges or expenses, including finance charges, interest or debt service obligations or any other expenses. You may need to have more or less money in your cash reserve than what we have estimated. You may need to have additional working capital to cover lower than estimated sales or higher than estimated operating costs. You should speak with a financial advisor to get a more accurate estimate of the amount you should have in reserve. The operating costs for which you may use the cash reserve are typically non-refundable, but you should ask about refund policies before you patronize any vendor. The payments made to third parties may be refundable depending on the terms offered by each third party. The amounts shown in these and all other estimates in Item 7 are based on the experience of our affiliate.

Table 2 – Converting Unit Franchise

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee[1]	$12,500	$12,500	Lump sum	At signing of Franchise Agreement	Us
Construction, Leasehold Improvements, Furniture and Fixtures[2]	$0	$1,500	As incurred	Before opening	Contractor/ Third-party providers
Equipment[3]	$500	$4,500	Lump sum	Before opening	Third-party providers or us
Signage (interior and exterior)[4]	$0	$700	As incurred	Before opening	Third-party providers
Computer, Software and Scheduling Software[5]	$587	$2,800	Lump Sum	Before opening	Third-party providers
Opening Inventory[6]	$0	$700	As incurred	Before opening	Third-party providers or us
Rent Deposits[7]	$0	$2,100	As incurred	Before opening	Landlord
Utility Deposits[8]	$0	$100	As incurred	Before opening	Utility providers
Insurance Deposits and Premiums[9]	$0	$300	As arranged	Before opening	Insurance company
Pre-opening Travel Expense[10]	$2,000	$3,200	As incurred	Before opening	Airline, hotel, restaurants

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Grand Opening Advertising[11]	$2,500	$2,500	As incurred	Prior to opening	Third-party providers
Professional Fees[12]	$2,500	$4,500	As arranged	Before opening	Attorneys, accountants
Business Permits and Licenses[13]	$100	$500	As incurred	Before opening	Licensing Authorities
Printing, Stationery and Office Supplies[14]	$500	$700	As incurred	Before opening	Third-party providers or us
Background Checks of Employees[15]	$150	$300	As incurred	Before opening	Third-party providers
Additional funds – 3 Months[16]	$7,900	$11,020	As incurred	After opening	Various
Total	**$29,237**	**$47,920**			

NOTES:

All fees and payments are non-refundable unless otherwise noted or allowed by third-party vendors. The above table represents your estimated initial investment through the third month of operation of your business.

Note 1: Owners of existing residential and commercial cleaning services who otherwise meet our requirements and who wish to convert their business into a Franchised Business will receive a 50% discount on the IFF. The IFF is the same for all similarly situated franchisees.

Note 2: Both the high and the low estimate assume you will lease ready-to-use office space. The low estimate assumes furniture and fixtures are included in the cost of the lease. The high estimate assumes you will be furnishing your office with a desk, chair, and filing equipment. Your costs will increase if you have to improve your office space for your specific use, or if you add additional, or more costly, furniture or fixtures to the space.

Note 3: The low estimate assumes you already own the equipment you will need to operate the Franchised Business. The low estimate also assumes you already own a vehicle acceptable to us, but that you will pay for the wrap we require you to put around your vehicle. The estimated cost of the wrap is $400 to $500. The high estimate assumes you will purchase equipment consisting of vacuum cleaners, buckets, brooms, mops, cleaning chemicals and other cleaning equipment and that you will be leasing a vehicle acceptable to us. The high estimate includes your leasing a mid-size sedan or crossover utility vehicle similar to a 2018 Nissan Altima or Nissan Rogue for 36 months, with $3,200 due upon signing the lease (the monthly lease costs are included in the Additional Funds estimate). The high estimate also assumes you will pay for the wrap we require you to put around the vehicle you lease. These estimates do not include transportation or setup charges.

Note 4: The low estimate assumes you will be operating the Franchised Business from a shared office space with no external signage. The high estimate assumes you will be operating the Franchised Business from an office with external signage. Both estimates assume you will

purchase interior signage and wall graphics identifying the Franchised Business as a CASEY'S CLEANING business.

Note 5: You must purchase computer software and hardware that meets the standards specified in our Manuals. We currently require you to purchase the scheduling system we require, as well as a general purpose computer and Quickbooks. We may require you to upgrade your software or hardware in order to adapt to technology innovations in the cleaning, software, or hardware industry. The low estimate assumes you already own Quickbooks and the general computer hardware and software.

Note 6: The inventory estimate is for an initial supply of general cleaning supplies, rags, solvents, and other consumable cleaning supplies. As inventory is used, more inventory will need to be purchased with the capital allocated to inventory. The low estimate assumes you already have these cleaning supplies.

Note 7: The low estimate assumes you are already renting office space for your business. The high estimate assumes you will rent office space in a suburban area that is approximately 400 square feet at about $700 per month. If you choose to rent space bigger or more expensive than the space we recommend, or if you choose to purchase space in an urban location, you may spend more than our estimate. Your cost to lease space is difficult to estimate with certainty because there are unknown factors that will impact what you pay. These factors include the facility's location, its square footage, cost-per-square foot, renovation costs and any required maintenance fees. Your landlord may refund your security deposit or other fees paid, but most will not refund rental payments or other payments made. You should ask your leasing agent or landlord about their refund policy before you sign a lease agreement. We do not require you to purchase or build a facility to house the franchise. Your cost may increase over our projections should you choose to purchase or build. You should consider construction delays and their unpredictable cost before electing to build or purchase. You should seek professional advice if you choose to purchase or build.

Note 8: Our estimates are based on historical experience of our affiliate. Estimates will vary based on municipality and service provider.

Note 9: You will be required to purchase insurance in the types and amounts we require. The low estimate assumes you already have the insurance we require. The high estimate assumes you will pay annual premiums of approximately $3,600. The high estimate reflects the payment of one month's premium as a deposit to the insurance company to initiate coverage.

Note 10: This estimate is for the lodging and travel expenses for you and one employee to attend the initial training in Forked River, New Jersey. The low estimate assumes you live close to Forked River, New Jersey and the higher estimate assumes you will be flying to Forked River. Both estimates assume you and your employee will stay in Forked River only for the four days of training. The estimate does not cover payroll for any employees attending the training or for the costs associated with bringing any additional persons to training other than your one employee.

Note 11: You must spend $2,500 on grand opening advertising, marketing and promotional items during the time period that is 30 days before you open for business and 60 days after. This amount will not count toward the 1% Gross Revenues you must pay toward the Brand Fund, but it will count toward the $1,000 per month you must spend on local advertising. You may choose to spend more money. The amounts you spend for grand opening advertising are typically nonrefundable. You should inquire about the return and refund policy of the suppliers at, or before, the time of purchasing advertising.

Note 12: You will need to retain an attorney, an accountant and other consultants to help you to establish your Franchised Business. Your cost will depend on the location of the Franchised Business and the prevailing rates of local attorneys, accountants and consultants. Your costs for

these services are typically nonrefundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.
Note 13: The cost of business licenses and permits will vary by location and jurisdiction.
Note 14: This estimate includes the cost of business cards, office supplies and other marketing materials bearing the CASEY'S CLEANING Mark.
Note 15: You are required to use our preferred vendor to perform background checks on all of your employees.
Note 16: You should have a 3-month cash reserve to cover the operations of the CASEY'S CLEANING business. Our estimates for the cash reserve you should have on hand include our estimates for three months of rent, utilities, insurance, initial staffing, software, royalties, Brand Fund contributions, and advertising expenses, offset by the revenues we estimate you will collect in the third three months of operation. Our estimates do not include any other charges or expenses, including finance charges, interest or debt service obligations or any other expenses. Your costs, and the amount you should have in reserve, will be affected by factors in the local market, your technical, marketing and general business skills, local economic conditions, local competition, local cost factors and where your Franchised Business is located. You may need to have more or less money in your cash reserve than what we have estimated. You may need to have additional working capital to cover lower than estimated sales or higher than estimated operating costs. You should speak with a financial advisor to get a more accurate estimate of the amount you should have in reserve. The operating costs for which you may use the cash reserve are typically non-refundable, but you should ask about refund policies before you patronize any vendor. The payments made to third parties may be refundable depending on the terms offered by each third party. The amounts shown in these and all other estimates in Item 7 are based on the experience of our affiliate.

Table 3 - Area Development Agreement for 3 Units
(and costs of opening first business)

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Development Fee[1]	$15,000	$15,000	Lump Sum	Upon signing of Area Development Agreement	Us
The cost to open first unit under Area Development Agreement [2]	$43,650	$60,420	See Table 1	See Table 1	See Table 1
TOTAL	$58,650	$75,420			

NOTES:
Table 3 estimates your costs for purchasing the rights to open 3 CASEY'S CLEANING units together with the costs associated with developing the first business under the Area Development Agreement.

Note 1: If you sign an Area Development Agreement to open 3 units, you will pay us, in addition to the IFF for the first location, a Development Fee of $15,000. Please see Item 5 for more information.
Note 2: See Table 1 above for more detail about your estimated costs for opening your first CASEY'S CLEANING business. This Table does not represent the costs estimated with developing the second and third businesses under the Area Development Agreement.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Vendors, Products, and Services. You must purchase all supplies and equipment you use in the Franchised Business from the vendors we approve or designate, which may include us or our affiliates, in strict conformance with our confidential Manuals and proprietary guidelines. If you wish to offer any product or service in your CASEY'S CLEANING business from a vendor not yet approved by us, then you must obtain our prior approval, in the manner we designate in our then-current Manuals.

Unauthorized Suppliers. Where we have designated an approved supplier, you must use that supplier. Not purchasing your business's equipment, inventory, computer hardware and software, merchandise, or any other items where we have designated an approved supplier would put you in violation of the Franchise Agreement.

You are required to purchase our approved scheduling system, as specified in the Manuals, from an approved vendor and such related hardware and other software as we require from an approved supplier. We reserve the right to change the scheduling system or vendor, or to require you to use a proprietary scheduling system. In addition, you may in the future be required to pay us a monthly technology fee for support and maintenance of the technology platform provided for franchisees. You are also required to purchase the computer hardware and software we require from vendors we approve.

You are required to use QuickBooks Online for your accounting needs. You must use QuickBooks Online to create the reports we require. We may access your QuickBooks Online account and reports at any time.

You are required to use the credit card processing service we approve. Since you accept credit cards as a method of payment at your Franchise, you must comply with payment card infrastructure ("PCI") industry and government requirements. PCI security standards are technical and operational requirements designed to protect cardholder data. The standards apply to all organizations that store, process or transmit cardholder data and cover technical and operational payment system components involving cardholder data. Notwithstanding the credit card processing requirement, we do not represent, nor certify to you or your customers that the credit card processing service approved or provided by us or an affiliate is compliant, whether or not certified as compliant, with the PCI Data Security Standards. Your credit card processing provider should assist you with this compliance.

We require that you use in your Franchised Business a late-model vehicle that is free from visible rust and dents and otherwise functioning properly. We do not currently require you to purchase or lease any particular make or model of vehicle, but we must approve your vehicle before you may use it for your Franchised Business. You must wrap your vehicle in the CASEY'S

CLEANING-branded wrap we designate. Vehicles used in the operation of your Franchised Business must be professionally wrapped to display our registered trademark, must be free from any visible rust, dents or other damage, and must be in good working order.

We have approved suppliers from which you will be required to purchase certain inventory, cleaning products and equipment, signage, furniture, décor, uniforms, and other items bearing our Marks.

If you do not own your business premises, we must approve the lease of your office space. It is your responsibility to select your own location. We have the right to require you and your landlord to provide in the lease that we shall have the right at our option and without compensation to you to take assignment of the lease should you materially default under the lease or should your franchise terminate or not be renewed for any reason. You are not allowed to relocate the business premises without our prior written approval.

We require that you use our preferred vendor to perform background checks for all of your employees.

You are obligated to obtain and maintain at your own expense the types and amounts of insurance that we designate in our Manuals or otherwise in writing. All policies (except any workers' compensation insurance) must name us as an additional insured and all shall contain a waiver of all subrogation rights against us and our successors and assigns. In addition to any other insurances that may be required by applicable law or by your landlord, you must procure:

(a) Commercial general liability insurance with the following coverages:
    i. General Aggregate with limits of at least $2,000,000
    ii. Each Occurrence with limits of at least $1,000,000
    iii. Products Liability with limits of at least $2,000,000
    iv. "All Perils" coverage to personal property contained inside your Premises with limits of at least $100,000
    v. Personal and Advertising Liability Injury with limits of at least $1,000,000;
(b) Owned and non-owned automobile insurance with a combined single limit of at least $500,000, in addition to the insurance your state may require;
(c) Employer practices liability insurance with a minimum limit of at least $100,000;
(d) Employee Dishonesty coverage with a minimum coverage of $50,000; and
(e) Worker's compensation insurance that complies with the statutory requirements of the state in which your business is located, but with minimum coverage of at least $1,000,000.

Additionally, you must purchase a theft/dishonesty bond covering your employee's theft and destruction of property with a minimum $25,000 limit per incident. We do not have an approved supplier for insurance, but you must furnish us with certificates of insurance evidencing the existence and continuation of the insurance coverage we require as specified here and in our Manuals. We require that you purchase insurance from a nationally recognized insurance company and at all times during the term of this Agreement maintain in force and pay the premiums for all types of insurance listed above. We may periodically increase or decrease the amounts of coverage required under these insurance policies and require different or additional kinds of insurance at any time.

Method of Approving Local Suppliers and All Vendors. To use a supply or equipment source that we have not already approved, you must first submit to us information including product specifications, product components, product performance history, product samples or photographs, and any other relevant information. We will evaluate the proposed product by factors including quality, product reliability, appearance, durability, and compatibility with the CASEY'S CLEANING image and brand. Our review is generally completed in 90 days. We will advise you in writing of our decision. We impose these restrictions to safeguard the integrity of both the Franchise System and our trademarks.

Revenue Derived. We and our affiliates do not currently derive any revenue from the products and services you are required to purchase or lease from vendors and suppliers, but we reserve the right to do so in the future.

Interest in Suppliers. Neither we, nor any affiliate, nor our owners currently own any interest in any of our approved suppliers, although we reserve the right to do so in the future. Currently, we, our affiliates, and our owners do not receive any rebates or other benefits from your purchase of products from any supplier, although we reserve the right to do so in the future. We also reserve the right to supply these products directly to you in the future, if we so choose.

Required Purchase Percent of Revenue. The cost of the items that you must purchase from us, our affiliates or from suppliers designated by us represents between 39% and 45% of your total purchases in connection with the establishment of your business. The cost of the items that you must purchase from us, our affiliates or from suppliers designated by us represents between 10% and 12% of your total purchases in operating your business.

Purchasing or Distribution Cooperatives. Currently you are not required to participate in a purchasing or distribution cooperative. However, we have the right to require you to participate in a local advertising purchasing cooperative in the future.

Miscellaneous. We may negotiate purchase agreements with suppliers, including price terms, for the benefit of the franchisees; however, we are not required to do so. We do not provide franchisees with any material benefits based upon a franchisee's use of approved suppliers.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Area Development Agreement § 6.1; Franchise Agreement §§ 1, 2(b)(vi), 6(a) and 10; Site Selection Addendum	Items 7, 8, and 11

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
b. Pre-opening purchases/leases	Franchise Agreement §§ 4, 6, 8(a)(i), 10, 11, and 12	Item 8
c. Site development and other pre-opening requirements	Area Development Agreement § 6.1; Franchise Agreement §§ 2(b)(vi), 6(b)-(d), 7, 8(e), 10, 11(c)(ii), 11(d), 11(j), 11(r), 12(a); Site Selection Addendum	Items 7, 11
d. Initial and ongoing training	Franchise Agreement § 11(c)(ii) and (f)	Item 11
e. Opening	Franchise Agreement §§ 1, 4(c)	Items 5, 7, 11
f. Fees	Area Development Agreement § 5.1; Franchise Agreement §§ 2(b)(vii), 2(f), 3, 6(e), 8, 13(d)(viii), 17(h), 21(c), 24(n)	Items 5, 6, 7, and 17
g. Compliance with standards and policies/ Manuals	Franchise Agreement §§ 2(b)(ii), 4; 11; and Manuals	Items 13 and 15
h. Trademarks and proprietary information	Franchise Agreement §§ 7 and 11(j); Manuals	Items 13 and 14
i. Restrictions on products/services offered	Franchise Agreement §§ 11(e) and (j), and 12	Item 16
j. Warranty and customer service requirements	Franchise Agreement §§ 11(m), (n) and (o), and 17(b)(viii)	Item 15
k. Territory	Franchise Agreement § 5	Item 12
l. Minimum Sales Volume	Not Applicable	Not Applicable
m. Ongoing product/service purchases	Franchise Agreement § 12	Not Applicable
n. Maintenance, appearance and remodeling requirements	Franchise Agreement §§ 10, 11(e), (j), (k)	Item 9
o. Insurance	Franchise Agreement § 16	Items 6 and 9
p. Advertising	Franchise Agreement §§ 8, and 9	Items 6 and 9
q. Indemnification	Franchise Agreement § 19(b)	Item 6

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
r. Owner's participation/management/ staffing	Franchise Agreement §11(b)-(c)	Item 15
s. Records and reports	Franchise Agreement §11(q)	Items 6, 16 and 17
t. Inspections and audits	Franchise Agreement § 11(q), (r)	Item 6
u. Transfer	Area Development Agreement §§ 7.1, 7.2, 7.3; Franchise Agreement §§ 13 and 14	Item 17
v. Renewal	Area Development Agreement § 4.2; Franchise Agreement § 2(b)-(c)	Item 17
w. Post-termination obligations	Area Development Agreement § 8; Franchise Agreement §§ 7(d), 11(i), 14(b), 15, 17, 18 and 19	Item 17
x. Non-competition covenants	Area Development Agreement § 8.2; Franchise Agreement §§ 11(i), 14, 15, and 18(j)	Item 17
y. Dispute resolution	Area Development Agreement §§ 11.1; Franchise Agreement §§ 19 and 21	Items 6 and 17

ITEM 10. FINANCING

Neither we nor any of our affiliates offer direct or indirect financing. Neither we nor any of our affiliates will guarantee your lease, note, or other obligations.

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

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

Pre-Opening Assistance

Before you sign your Area Development Agreement, we will determine your development area under the Area Development Agreement. Together we will agree on the geography of the development area. The development area under the Area Development Agreement will terminate once all of the franchise agreements governed by the area development agreement have been signed or the development timeframe has expired. (Area Development Agreement – Section 4.1.)

After you sign your franchise agreement, but before you open your business, we will provide the following assistance to you:

1. Site Selection. We will approve a location for the office you will use in your Franchised Business. It is your responsibility to select and outfit your own location. We are not required to provide or assist you in locating a site or obtaining your business premises. We do not generally own or lease the buildings in which our franchisees operate. We must approve the site location and, if you do not own the premises, the lease. Generally, we approve or disapprove a site within fifteen (15) days of receiving the request. In the event we do not disapprove a proposed site by written notice to you within said fifteen (15) days such site shall be deemed approved by us. It is your responsibility to ensure that your premises conform to local ordinances and building codes as well as obtain any required permits. It is also your responsibility to construct, remodel and equip the premises. Some of the factors we consider in approving sites include general location and neighborhood, traffic patterns, population, size and lease terms. You must receive approval and open your office space within three (3) months of signing the Franchise Agreement. Your failure to do so is a breach of the Franchise Agreement and you are not entitled to a refund. (Franchise Agreement Section 6).

2. Training. We will offer you an Initial Training Program. (Franchise Agreement Section 4). You and any of your managers must attend the required Initial Training Program. The initial training program will include approximately one (1) week of training held in the Forked River, NJ area. We will train up to two (2) people for the initial franchise fee. Before you schedule training, you must complete pre-opening tasks such as locating your office space, procuring equipment and a service vehicle, and obtaining all business-related licenses.

We typically schedule training four (4) to six (6) times a year, between eight (8) and twelve (12) weeks apart. You must complete the training program to our satisfaction at least one (1) week before we will authorize you to open your Franchised Business. If you are authorized to operate with a manager, that manager must also successfully complete our training to our satisfaction prior to opening.

Your initial franchise fee includes the cost of the Initial Training Program, which includes training for up to two (2) persons pre-opening. You bear all indirect training costs and expenses, such as salary expenses of your employees and all expenses of travel, lodging, meals, and other living expenses you and your designee incur. The exact amount of time spent on each part of the Initial Training Program will depend on the time required for mastery by the students participating in the training.

Cindy Nacca will oversee initial training and she has over fifteen (15) years of experience working in the cleaning industry and with our CASEY'S CLEANING affiliate-owned business. Veronica Meyer and William Nacca will also assist in training franchisees. Veronica and William each have over fifteen (15) years of experience working in the cleaning industry and with our CASEY'S CLEANING affiliate-owned business. Trainees are expected to read the Manuals prior to attending training. Supplemental training will be provided in a review of the material along with hands-on, observational and visual instruction on our daily procedures and best practices for operating the business.

The Initial Training Program covers the following information:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On The Job Training	Location
Welcome: Training Overview, Brand History, Mission, Vision and Culture	1	0	Forked River, NJ Area
Pre-opening Marketing, Professional and Community Networking	4	0	Virtual Training
Personnel: Recruiting and Managing Team Members, Safety and Security	1	0	Forked River, NJ Area
Marketing: Advertising, Tactics, Service Offerings and Local Planning	2	0	Forked River, NJ Area
Operations: Daily Procedures, Logistics, Scheduling, Handling Client Inquiries, Pricing, Performing Services and Maintenance	4	20	Forked River, NJ Area
Financial Management: Billing, Franchise Reporting and Royalties	2	0	Forked River, NJ Area
Planning Your Market Launch and Final Assessment of Trainee(s)	2	0	Forked River, NJ Area
HOURS	16	20	
TOTAL HOURS	**36**		

We offer one (1) day of in-market support once you are ready to commence operations. Support and evaluation include these topics: daily operations, knowledge of services offered, proper procedures, customer service, pricing, scheduling, and the financial reporting process. We will also review plans for launch, but we will not approve operations to commence until all procedures and brand practices are adequately in place.

3. Manuals. We will lend you our Manuals. (Franchise Agreement Section 11(i).) Our Manuals contain mandatory and suggested specifications, standards, and procedures. Our Manuals are confidential and remain our property. Your employees are to see them only on a need-to-know basis, subject to confidentiality agreements. We may modify this material from time to time and the modified terms are binding on you. The Manuals currently contain a total of 132 pages. Exhibit K contains the Table of Contents for our Manuals. We may periodically amend, update or replace the contents of the Manuals. Beginning on the 30th day (or any longer time we specify) after our delivery of written notice, you will comply with each amended, updated or replaced provision. Revisions to the Manuals will be based on what we, in our sole discretion, deem is in the best interests of the System, including promoting quality, enhancing good will, increasing efficiency, decreasing administrative burdens, or improving our and our franchisees' profitability.

4. List of Approved Vendors and Suppliers. Before you open your location, we will provide you with a copy of our list of approved vendors and suppliers for all supplies, equipment, signage, décor and other goods and services. (Franchise Agreement Section 4.)

5. Additional Assistance. We are not required to provide you other supervision, assistance or services prior to the opening of the Franchised Business. (Franchise Agreement Section 4.) However, if requested, we will advise on additional topics related to the opening of your Franchised Business, including but not limited to purchasing equipment or inventory and hiring and training employees.

6. Our Rights. At any time that you or any of your affiliates are in breach of the obligations under the Franchise Agreement (for example, your failure to pay for the equipment or inventory when required), or any other agreement with us or any of our affiliates, we or our affiliate may defer the performance of our obligations under the Franchise Agreement (for example, our obligation to approve your site in a timely manner) or such other agreement, or defer the opening of your Franchised Business, until your breach has been cured. Our exercise of that right will not constitute a waiver of our rights under the Franchise Agreement or such other agreement, including, without limitation, our right to terminate the Franchise Agreement or such other agreement. (Franchise Agreement Section 17(h)).

After Opening

During the operation of the Franchised Business under your Franchise Agreement, we will provide you with the following assistance:

1. Advice. We will provide advice and consultation services to you. If you request advice or consultation service that requires us to make our staff present at your Franchised Business, we may charge you the per diem cost set forth in the Manuals, plus expenses. (Franchise Agreement Section 4(d) - (f).)

2. Advertising Materials. We will make available to you from time to time advertising materials we prepare for use by CASEY'S CLEANING franchisees generally. You may use such materials in any local advertising. You will pay for all associated costs. (Franchise Agreement Section 8.) You may develop advertising materials for your own use at your own cost. We

encourage the sharing by Franchisees of advertising ideas and materials. We require you to submit advertising and promotional materials to us in advance and to obtain our approval before using them. If we do not approve of your marketing materials within 20 days after you submit them to us, then they are deemed disapproved, and you may not use such materials. You are required to follow our instructions in connection with any advertising or promotional materials we provide for your use. (Franchise Agreement Section 8(d), (f).) Failure to follow our instructions regarding pre-approval of advertising materials will result in fines. These fines will be as follows: 1st infraction: $250, 2nd infraction: $500 and third infraction: $1,000. Imposition of these fines will in no way waive our right to consider your use of unapproved advertising as a default-triggering event, such as that described at Franchise Agreement Section 17(d)(v).

3. Brand Fund. The Brand Fund program is supported by a fee that is currently 1% of your Gross Revenues but may be increased by us to 2% of your Gross Revenues. We have substantial discretion as to how and where the money from the Brand Fund is spent to maximize recognition of the Marks and patronage of the CASEY'S CLEANING businesses. Materials provided by the Brand Fund to all franchisees may include video and audio tapes, online materials, mats, posters, banners, and miscellaneous point-of-sale items. You will receive one sample of each at no charge. We may use funds from the Brand Fund to pay for all costs and expenses associated with the marketing and advertising of the CASEY'S CLEANING System and the Marks, and related programs and materials, including the costs of creating, developing and distributing general advertising, marketing, promotions, public relations and market research programs and related activities, including costs for preparing television, radio, newspaper, point-of-sales, social media, online, and other media programs and materials and all related fees and commissions, including fees charged by national spokespersons or influencers and commissions charged for creative works; administering Brand Fund and all other related costs and expenses; and placing and purchasing media advertising (e.g., television, print media and electronic media) at the local, regional or national level and related activities and associated fees and commissions, including commissions charged by media buying companies, in any geographic area in which a CASEY'S CLEANING business is located. We are not required to make expenditures for you that are equivalent or proportionate to your Brand Fund contributions or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising. Except for a portion of the Brand Fund that may be spent on Website development and maintenance (a portion of which may include soliciting the sale of franchise using the website), the Brand Fund is not used to solicit the sale of franchises. Our company-owned outlets are not required to contribute to the Brand Fund on the same basis as you.

We did not expend or collect any Brand Fund contributions in our prior fiscal year.

Currently, the Brand Fund contributions are payable to us. We reserve the right to establish in the future a nonprofit corporation or other business entity to collect Brand Fund contributions from our franchisees. The Brand Fund is administered by our accounting and marketing personnel under our direction. You will be able to obtain an unaudited accounting annually upon written request to our President at our principal place of business. We will not use your Brand Fund contributions to defray any of our operating expenses, except for any reasonable administrative costs and overhead that we may incur in administering or directing the Brand Fund. Brand Fund monies not spent in the fiscal year in which they accrue are carried forward to cover marketing expenses in future years. Although the Brand Fund is intended to be perpetual, we may terminate it at any time. We will not terminate the Brand Fund, however, until all money in the

Brand Fund has been spent for marketing or promotional purposes or returned to the contributors of the Brand Fund on the basis of their respective contributions. (Franchise Agreement Section 8(a).) We may have the Brand Fund borrow from us or other lenders to cover any Brand Fund deficits. We may have the Brand Fund invest any surplus for the Brand Fund's future use.

We will make available to you, from time to time, marketing materials we prepare for use by our franchisees generally. You may use such materials in any local marketing. You will pay for all associated costs. (Franchise Agreement Section 8(g).)

You may develop marketing materials for your own use at your own cost. We encourage the sharing by franchisees of marketing ideas and materials. We require you to submit marketing and promotional materials to us in advance and to obtain our approval before using them. If we do not approve of your marketing materials within 20 days after you submit them to us, then they are deemed disapproved, and you may not use such materials. You can only advertise your Franchised Business on websites approved in advance by us. You are required to follow our instructions in connection with any marketing or promotional materials we provide for your use. (Franchise Agreement Section 8(d).)

We currently do not have an advisory council composed of franchisees that advises us on advertising policies. If we form or approve an advisory council, you must participate. Any advisory council would not have decision-making power. It would be advisory only. We have the right to form, change or dissolve any advisory council.

4. Local Advertising Requirement, Grand Opening Marketing, and Cooperatives. We require that you spend on local advertisement at least $1,000 per month for the first two (2) years of operation and 5% of Gross Revenues thereafter. We will require that you submit documentation at least quarterly to us to verify to us that you are meeting this requirement. (Franchise Agreement Section 8(a).)

You must spend at least $2,500 on grand opening advertising, marketing and promotional items during the time period that is 30 days before you open for business and 60 days after. This amount will not count toward the 1% Gross Revenues you must pay toward the Brand Fund, but it will count toward the $1,000 per month you must spend on local advertising. You may choose to spend more money. (Franchise Agreement Section 8(a).)

While we have not yet established any local advertising cooperatives, we have the exclusive right to require that advertising cooperatives be formed, changed, dissolved, or merged. If you are required to participate in an advertising cooperative, you will be required to contribute your share of the cooperative's budget as determined by the cooperative's members. Each company-owned CASEY'S CLEANING business in an advertising cooperative will also contribute its share of the cooperative's budget as determined by the cooperative's member. Each local advertising cooperative must adopt written governing documents. Each cooperative may determine its own voting procedures; however, each company-owned CASEY'S CLEANING business will be entitled to one vote in any local advertising cooperative. The members and their elected officials are responsible for administration of the cooperative. Advertising cooperatives must prepare quarterly and annual financial statements prepared by an independent certified public accountant that must be made available to all franchisees in the advertising cooperative. The cooperative is not a trust fund. We shall have no fiduciary duty to you in connection with the collection or use

of the cooperative monies or any aspect of the operation of any cooperative. (Franchise Agreement Section 8(b).)

5. System Improvements. We will make available to you from time to time all improvements and additions to the Franchise System to the same extent and in the same manner as they are made available to CASEY'S CLEANING franchisees generally. We have the right to require you to repair, purchase, or lease a new vehicle at any time if your vehicle does not meet our then-current brand standards, and you must pay all fees and costs associated with such repairs, purchase, or lease. No more frequently than every five (5) years we have the right to require you to refurbish or remodel your business premises to meet our then-current brand image requirements. There is no limit on the amount you may be required to spend to refurbish your business or your vehicle. (Franchise Agreement Section 10(c).)

6. Additional Training. We may offer you initial training described above. We may charge you for this at the rate set forth in our then-current Manuals. You must pay for it at the time of the training, unless alternative billing arrangements are agreed to. Also, you bear all indirect training costs and expenses, such as salary expenses of your employees and all expenses of travel, lodging, meals and other living expenses you and your designee incur. While most additional training is optional, you may be required to attend the additional training and pay our associated fee.

7. Conferences and Conventions. While we are not required to do so, from time to time we may offer conferences and other training courses relating to our industry and to the conduct of the Franchised Business. You are required to attend all conferences and other required training courses. These courses may be conducted by our employees and/or by other trainers and will address various aspects of our business and other topics of interest to franchisees. We have the right to charge you a tuition fee for each attendee, whether or not the attendee is required to attend. Additionally, you will be responsible for all transportation, lodging, food and other costs incurred by the manager in attending such event.

8. Social Media. We also may maintain one or more social media sites (e.g., www.twitter.com; www.facebook.com, or such other social media sites). You may not establish or maintain any social media sites utilizing any user names, or otherwise associating with the Marks, without our advance written consent. We may designate from time to time regional or territory-specific user names/handles to be maintained by you. You must adhere to the social media policies established from time to time by us and you will require all of your employees to adhere to the social media policy as well.

9. Website. We will maintain a website (the "Website"), which may include any account, page or other presence on a social and business networking media site (such as Facebook, Twitter, LinkedIn) and online blogs and forums ("Networking Media Site") in order to promote the Marks, or any or all of the Franchised Businesses within the System. We will have the sole right to control all aspects of the Website, including its design, content, functionality, links to other websites, legal notices, and policies and terms of usage. We will also have the right to discontinue operation of the Website at any time without notice to you. We may require that you maintain and utilize a specific e-mail account in connection with the Franchised Business. You may not establish or operate a website, web page, domain name, Internet address, blog, forum or email address that in any way concerns, discusses or alludes to us, the System or your Franchised

Business without our written consent. The Marks may not be used as part of, in conjunction with, to establish, or to operate any domain names, Internet addresses, blogs, forums or Networking Media Sites, except specifically approved by us. You may not post, and must take such steps as necessary to ensure that your employees do not post, any information to a Networking Media Site relating to us, the System, the Marks, or the Franchised Business that (a) does not comply with our social networking guidelines described in the Manuals, (b) is derogatory, disparaging, or critical of us, the System, or the Marks, (c) is offensive, inflammatory or indecent, or (d) harms the goodwill and/or public image of the System and/or the Marks. You may not establish or permit or aid anyone else to establish any links to any website or any other electronic or computer generated advertising or communication arrangement which we may create. Subject to the terms of the Franchise Agreement and Manuals, we will make available to you a sub-page on the Website that will be located at a sub-domain of the Website to be specified by us (the "Subpage"). You will not have access to modify your Subpage. We will modify content that you submit (e.g., new photography, number changes) on your behalf. The purpose of the Subpage is solely to promote your Business, to provide customers information related to your Business, and to sell gift certificates for services and products redeemable at your Franchised Business only. The Subpage may not contain content which references any other business other than yours. We may, at any time, cease to make the Subpage available to you or the public. We retain the right to all online sales except for gift cards redeemable at franchised locations. We will be solely responsible for the development of all online ordering. Upon the termination, non-renewal, or expiration of the Franchise Agreement for any reason or a default under the Franchise Agreement for any reason, we will not upload content for you, you may not use the Subpage and we may cease to make the Subpage available to you.

10. Online Scheduling Service. While we do not currently require you to use a specific online scheduling service, we reserve the right to employ use of a specific scheduling service in the future. We may require that you use your Subpage to host the required scheduling service. We may require you to pay us or a required vendor any fees associated with the use of a scheduling service.

11. Computer System/Scheduling Software. You are required to use the scheduling hardware and software we require. We currently require you to purchase and use the Housecall Pro scheduling software, but we have the right to require you to upgrade or change your scheduling system at any time. The current monthly fee to use Housecall Pro scheduling software is $129 and we estimate the set-up cost to be about $200, but these costs may increase at any time and you will be required to pay them. You will need a computer using an operating system licensed within the last 5 years, with broadband internet connection, printer, internet browser, spreadsheet, and word processor to back up the data and provide back office support. The cost to purchase the required equipment and software will range from $1,400 to $2,800 depending on your hardware selection. You are required to use QuickBooks Online, and any other software we may designate in our Manuals. The current cost to use QuickBooks Online is approximately $30 per month, but this fee could change, and you would be required to pay any increased fees. You are required to set up an account to process credit card transactions. You are required to set up one or more email accounts. The software for your scheduling system is commercially produced software but we retain the right to require you to use proprietary CASEY'S CLEANING software in the future should it be developed. Current computer system requirements are also updated from time to time in the Manuals. Currently, other than the monthly fees described above, there are no set costs for maintenance, updating, upgrading or support contracts for the POS and computer systems, but as

the current computer system and scheduling system requirements change, you may be required to upgrade or update your hardware and software. There are no restrictions on the frequency or the cost of upgrading. We have the free and unfettered right to retrieve any data and information from your computers and video cameras as we, in our sole discretion, deem appropriate, including electronically polling the daily sales, and other data of the Franchised Business. (Franchise Agreement Section 11(q)).

12. Development Schedule. We estimate that between 30 and 90 days will elapse from when you sign the Franchise Agreement to the opening of your business for business. You must obtain your premises within 60 days after signing the Franchise Agreement. Your franchised business must be opened for business not later than 90 days after you sign the Franchise Agreement. You may not open your business for business until: (1) we determine that your business has been equipped and stocked with materials and supplies in accordance with plans and specifications we have approved; (2) the initial training program we provided has been completed to our satisfaction by all required persons; (3) the initial franchise fee and all other amounts due to us have been paid; (4) you have furnished us with all certificates of insurance required by the Franchise Agreement; (5) you have obtained all necessary governmental permits, licenses and authorizations for the operation of your business; (6) you are in full compliance with all the terms of the Franchise Agreement; and (7) all items in our opening checklist have been completed to our satisfaction. (Area Development Agreement Section 6.1; Franchise Agreement Sections 1, 4, and 10.)

TASK	TIME FRAME	FORM OF HELP
Sign Area Development Agreement	8-12 months before opening	Assistance from CASEY'S CLEANING
Sign Franchise Agreement	1-3 months before opening	Assistance from CASEY'S CLEANING
Conduct Site Research	1-3 months before opening	Assistance from CASEY'S CLEANING
Complete Lease Negotiations	1-3 months before opening	Assistance from CASEY'S CLEANING
Establish Vendor Relationships	1-3 months before opening	Assistance from CASEY'S CLEANING
Attend training	1-3 months before opening	Lectures and Manuals. Training at our location is only offered twice a year.
Observe CASEY'S CLEANING Operations in Existing Business	Begin 1-2 months before opening	Hands-on experience

The factors that may increase or decrease the time periods discussed above are: the amount of time and effort you commit to the site selection process and the construction of your Franchised Business; the availability of acceptable sites within the geographical area you choose; your ability to obtain a lease, financing and building permits; your credit and personal financials, and zoning and licensing requirements. Delays or a lack of effort by you, your contractors or your prospective landlord will increase these time periods. If you change your employment, business or financial status before the opening of your Franchised Business, you do so at your own risk. Any and all

such changes should be made only as a result of careful thought and advanced planning after obtaining advice from appropriate professional advisors.

ITEM 12. TERRITORY

The territory granted depends upon whether an Area Development Agreement or Franchise Agreement is signed. A description of the rights granted under each type of Agreement is provided below.

Franchise Agreement: Upon the latter of your execution of the Franchise Agreement or Site Selection Addendum, we will grant to you an exclusive territory that we designate in Exhibit 2 to Attachment 2 to the Franchise Agreement ("Territory"). Exclusive territories are available to both conversion and new unit franchisees. Typically, that Territory will consist of a contiguous area containing approximately 200,000 households, as determined by the latest U.S. Census data. We reserve the right to grant you a Territory with a smaller or greater population, as mutually agreed upon by you and us. We will not operate nor allow any other party to operate a CASEY'S CLEANING business of the kind being licensed to within your Territory, as long as you are not in default under your Franchise Agreement. Your Territory is protected only to the extent that we will not establish or operate, or license any other person to establish or operate, a CASEY'S CLEANING residential and commercial cleaning business under the System and the Marks at any physical location within your Territory. You must operate your business within the Territory from a location we approve.

You lose your Territory only if your Franchise Agreement is terminated due to defaults by you that are not timely cured. Otherwise, the protection of your Territory is not dependent on any other contingencies, including your achieving a certain sales volume or market penetration, and we cannot alter or modify your territorial rights during the term of the Franchise Agreement. We can modify your Territory upon renewal.

Area Development Agreement:

When you sign your Area Development Agreement, you will receive an exclusive territory mutually agreed upon by the parties ("Development Area"), within which we will not develop or license another party to develop a CASEY'S CLEANING Franchised Business until the earliest of (i) the Area Development Agreement is superseded by franchise agreements signed for each location in the development schedule; (ii) the Area Development Agreement is terminated for breach or failure to meet your development obligation; or (iii) the Area Development Agreement expires. At such time, any development territory that is not part of a franchise territory granted to you in a franchise agreement will revert back to us. The Area Development Agreement does not grant to you a license to operate a CASEY'S CLEANING franchise, which license can only be granted by signing a franchise agreement with us. The Area Development Agreement simply grants to you the exclusive right to develop a certain number of CASEY'S CLEANING businesses within the Development Area in accordance with the development schedule. Your Development Area will most likely be larger than your Territory under a franchise agreement.

You lose the protection of the Development Area only if you fail to open your location(s) within the time period agreed upon in the Area Development Agreement plus such extensions, if any, as we may agree to in writing, your Area Development Agreement expires, or if your Area

Development Agreement is terminated due to defaults by you that are not timely cured; otherwise, your right to continue to develop the territory under the Area Development Agreement is not contingent upon achieving a certain sales volume, market penetration, or any other contingency and cannot be altered.

Rights Reserved by Us: Regardless of either proximity to your Territory or your Development Area, or any actual or threatened impact on sales of your business, we retain the right all rights not expressly granted to you, including, among others, to: (a) use the Marks and System in connection with establishing and operating CASEY'S CLEANING businesses at any location outside the Territory or Development Area; (b) use the Marks or other marks in connection with selling or distributing any goods (including branded merchandise or product) or services anywhere in the world (including within the Territory or Development Area), whether or not you also offer them, through channels of distribution other than a CASEY'S CLEANING business including, for example, other permanent or temporary retail locations, kiosks, catalogs, mail order, or the Internet or other electronic means; (c) acquire, establish or operate, without using the Marks, any business of any kind at any location anywhere in the world (including within the Territory or Development Area); and (d) use the Marks in connection with soliciting or directing advertising or promotional materials to customers anywhere in the world (including within the Territory or Development Area).

Although we do not presently sell or license others to sell products, services, or franchises other than under the Marks, we have the right to do so within your Territory and Development Area. We and our affiliate do not operate or franchise, or currently have plans to operate or franchise, a business under a different trademark that sells services similar to those that CASEY'S CLEANING franchisees offer, but we reserve the right to do so in the future. If we decide to exercise these rights, we will not be obligated to compensate you for such sales made inside or outside your Territory.

You may not sell products or provide cleaning or other services to anyone outside your Territory, unless we grant you prior written permission to do so. You may not advertise or market outside your Territory. The Franchised Business is to be operated as a cleaning business in which you provide services onsite for commercial and residential properties, and you agree not to sell any items or services through brick-and-mortar sales, online classes or other services, or any other channel of distribution.

Miscellaneous: You may not relocate the business premises without our written approval. The Franchise Agreement does not grant to you any option, right of first refusal, or similar rights to acquire additional franchises within the Territory or contiguous territories. The Area Development Agreement only provides you with the option to open additional locations within the Development Area, as described in more detail above.

ITEM 13. TRADEMARKS

IP Holder owns all of the trademarks used by us and our franchisees. By a license agreement effective February 13, 2019, IP Holder has granted us the exclusive license to use and sublicense the use of all of IP Holder's intellectual property that is or may be associated with the system or the proprietary marks ("The IP License Agreement"). The trademarks and service marks listed below and any additional trademarks and service marks are referred to herein as the "Marks". The

IP License Agreement grants us the right to sublicense the Marks to franchise locations. All rights in and goodwill from the use of our Marks ultimately accrue to IP Holder as the trademark owner. Upon execution of our Franchise Agreement, we will sublicense to you the limited right to use the following Marks, which have been registered on the Principal Register:

REGISTRATION NO.	EFFECTIVE DATE OF REGISTRATION	MARK
5,451,867	April 24, 2018	CASEY'S CLEANING

Presently, other than the IP License Agreement described above, there are no agreements in effect that significantly limit our rights to use or license the use of the Marks listed in this Item in a manner material to the franchise. All uses of the "CASEY'S CLEANING" mark of which we are aware occur with our permission. We know of no infringing use of the "CASEY'S CLEANING" Marks or design mark that could materially affect your use of them.

Our marks have not yet been eligible for renewal, but we or our affiliate intend to file all necessary affidavits of use and renewal applications when they become due. There are no currently effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, or the Trademark Administrator of any state or any court, nor are there any pending infringement, opposition, or cancellation proceedings or material litigation, involving any of the above Marks. None of the registrations are due for renewal. There have as yet been no presently effective determinations of any trademark office, administrator, or court. There are no pending interference, infringement, opposition, or cancellation proceedings, nor any 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, nor any pending litigation involving any of the above marks or names.

A federal or state trademark or service mark registration does not necessarily protect the use of the concerned mark against a prior user in a given relevant market area. Therefore, prior to entering into the Franchise Agreement, you should check and be sure that there are no existing uses of our mark or names or any marks or names confusingly similar to any of them within the market area where you want to do business. If you find any similar names or marks, you must immediately notify us. Any action to be taken in that event is strictly within our discretion.

You must follow our rules and regulations with respect to the use of the Marks. You cannot use any of the Marks or any other marks, names, or indicia of origin that are or may be confusingly similar to the Marks as part of a corporate name or other legal name.

You must promptly notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, right to use and to license others to use, or your right to use, the Marks. We have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement. We have the right, but not the obligation, to take action against uses by other that may constitute infringement of the Marks. We have no obligation to defend you against any third-party claim, suit, or demand arising out of your use of the Marks. If there is any litigation relating to your use of the Marks, you must execute all documents and do all things as may be necessary to carry out a defense or prosecution, including becoming a nominal party to any legal action.

We reserve the right to substitute different marks for use in identifying the System and the business operating under it if we, in our sole discretion, determine that substitution of different marks as Marks will be beneficial to the System. You must comply with such change, revision, or substitution and bear all expenses associated with them.

Your right to use the Marks is derived solely from Franchise Agreements entered into between you and us for the purpose of operating a CASEY'S CLEANING franchise. All usage of the Marks by you and any goodwill established from this usage is to our exclusive benefit. After the termination, non-renewal, or expiration of the Franchise Agreement for any reason, you may not, except with respect to CASEY'S CLEANING businesses operated by you according to Franchise Agreements granted by us, at any time or in any manner identify yourself or any business as a franchisee or former franchisee of, or otherwise associated with, us or use in any manner or for any purpose any Mark or other distinguishing signs of a CASEY'S CLEANING business or any colorable imitation of same.

You may not use any Mark as part of any corporate name or with modifying words, terms, designs, or symbols except for those licensed by us. You may not use any Mark in connection with any business or activity, other than the business conducted by you according to Franchise Agreements entered into between you and us, or in any other manner not explicitly authorized in writing by us. You must immediately notify us in writing of any claim of apparent infringement of or challenge to your use of any Mark, or claim by any person of any rights in any Mark or similar trade name, trademark, or service Mark of which you become aware. You may not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will take any action we determine appropriate and will have complete control of any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding caused by any infringement, challenge, or claim or otherwise relating to any Mark.

We will indemnify and reimburse you for damages obtained by a third party based on your use of the "CASEY'S CLEANING" trademark or service mark provided you have at all times fully complied with the indemnification provisions of the Franchise Agreement. We have the right, and you agree at our direction, to modify or discontinue the marks or names in question, or to add marks, names, logotypes and/or commercial symbols. Whenever we make a decision to modify, add, or discontinue the marks, names, logotypes, and/or commercial symbols and we retain the right to license the modified or discontinued marks, you agree to make, at your expense, such modifications as may be necessary to comply with our decisions related to use of our marks. If you fully comply with the indemnification provisions of the Franchise Agreement and we lose the right to license the CASEY'S CLEANING mark or other marks to you, we will pay the reasonable cost of changing over your signage, business cards, and stationery in an amount not to exceed your initial investment in these items.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or copyright registration, but you can use the proprietary information in our Manuals, our business processes all of which are trade secrets owned by us. The Manuals are described in Item 11. Although we have filed no applications for a copyright registration for the Manuals, we claim a copyright and the information is proprietary. Item 11 describes limitations on the use of the Manuals by you and your employees. Furthermore, as previously discussed, there are significant copyrights and trademarks that are

material to this franchise and we will protect the proprietary nature of those items to the full extent of the law.

If you or your owners, officers, managers, or employees conceive, invent, create, design and/or develop any ideas, techniques, methods, processes or procedures, formulas, products, packaging or other concepts and features relating to business operations, business practices or the manufacturing, production, marketing or sale of cleaning services in connection with the Franchised Business (the "Innovations"), you (or they) will be deemed to have assigned all of your (or other) rights, title and interests in the Innovations, including any intellectual property rights, to us. You and your Principals, officers, managers and employees also must cooperate with us in connection with protecting the Innovations.

If you reproduce any items or materials suitable for copyright protection, you must make sure that each item bears a copyright notice in the form specified by us. You must use the proprietary information only in the manner we require and in no other manner. This information is strictly confidential, and you may not disclose to any person, or use any of that information for any purposes, except disclosure to a person who has signed and delivered to us a confidentiality agreement and use as necessary in connection with the operation of your CASEY'S CLEANING business. In addition, you must fully and strictly comply with all security measures required by us for maintaining the confidentiality of all information designated by us as trade secrets.

You will not have the exclusive right to use the Innovations or any of our patents or patent applications, copyrights or proprietary information, nor will you acquire, by use or otherwise, any right, title or interest in or to the Innovations, the copyrights or the proprietary information, other than as expressly contained in, and limited by, the Franchise Agreement. Your right to use the Innovations, the claimed subject matter of any patents or patent applications, the copyrights and the proprietary information is limited and temporary. Upon expiration, non-renewal, or termination of the Franchise Agreement for any reason, you may not, directly or indirectly, use the Innovations, the claimed subject matter of any patents or patent applications, the copyrights or the proprietary information in any manner or for any purpose whatsoever.

You must immediately notify us of any conduct that could constitute infringement of or challenge to the Innovations, the patents or patent applications, the copyrights and the proprietary information. We will decide, in our sole discretion, whether to institute any action in connection with infringement of or challenge to the Innovations, the patents or patent applications, the copyrights and the proprietary information, and will control any proceedings and litigation. We are not required to protect your right to use the Innovations, the patents or patent applications, the copyrights or the proprietary information.

We may, in our sole discretion, modify or discontinue use of the Innovations, the claimed subject matter of any patents or patent applications, the copyrights and the proprietary information and/or use other information and/or rights in their place. If we decide to do so, you must do so also, at your expense. However, if we require you to modify or discontinue use of any material Innovation, the claimed subject matter of any patents or patent applications, the copyrights or proprietary information and/or use other information and/or rights in their place at any time other than upon renewal of the franchise, and that requirement is a direct result of proceedings or litigation that determined that we and our franchisees' use of such Innovation, claimed subject matter of any

patents or patent applications, copyright or preparatory information infringed upon a third party's rights, we will bear the cost of those modifications or discontinuances.

During the term of the Franchise Agreement, you must maintain, to the extent collected, a current list of the names, home addresses, work addresses, e-mail addresses and telephone numbers of the customers who supply you this information (the "Customer List"). You must provide the Customer List to us upon request. The Customer List will be our property at all times, and you must not disclose the Customer List to any person or entity other than us, or sell the Customer List (or any portion of it) to any person or entity without our express written consent.

You and each owner, officer, manager and employee will be bound by certain provisions protecting our proprietary rights. See Item 9 (Franchisee's Obligations).

You must strictly limit access to the confidential information to your employees, to the extent they have a "need to know" to perform their jobs. All persons to whom you grant access to the Manuals or any other confidential information, any person who attends any training program we conduct, and all of your employees must sign our form of confidentiality agreement. If you are a partnership, limited liability company or corporation, all of your owners, officers, or directors and any of these individuals' spouses are bound by the confidentiality provisions in the Franchise Agreement.

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

We encourage but do not require you to personally supervise the Franchised Business, and prefer to select franchisees who favor and appear committed to a "hands on" and well-informed approach to the business. We strongly recommend that you devote a substantial amount of time to your CASEY'S CLEANING business, whether or not you hire a manager. Franchisees who do not devote their full time and efforts to the establishment and operation of their businesses may have lower gross revenues, higher operating costs and lesser name recognition in their areas than those franchisees who do devote their full efforts to the business. The business must be directly supervised and managed by a person, identified to us and approved by us, who has undergone our training program. The manager must execute a confidentiality and non-competition agreement similar to the one you will execute if you purchase a franchise from us.

If you are a legal or business entity, each individual who has any ownership interest in your business, directly or indirectly, must sign the Franchise Agreement and the Guaranty. Additionally, your spouse, or, if you are a legal or business entity, the spouses of your owners must sign the Franchise Agreement and Guaranty. By signing both the Franchise Agreement and the Guaranty, you (or each of your owners) and your spouse (or each of your owners' spouses) agree to be bound by the restrictive covenants, the confidentiality provisions and certain other provisions contained in the Franchise Agreement.

All personnel employed by you in connection with the operation of your CASEY'S CLEANING business must maintain the strict standards of sanitation, cleanliness and demeanor as may be established by CASEY'S CLEANING and by local law. All personnel must wear clothing appropriate to the CASEY'S CLEANING image.

The people you retain to work in your Franchised Business will be your agents and employees. They are not our agents or employees and we are not a joint employer of such persons. You will be solely responsible for recruiting and hiring the persons you employ to operate the Franchised Business and must determine whom to hire, how many people to hire, retain, and train, and how you will compensate such persons. You are responsible for your employees' and agents' training, wages, taxes, benefits, safety, schedules, work condition, assignments, discipline, and termination. You must comply with all applicable employment laws. We will not operate your Franchised Business, direct your employees, or oversee your employment policies or practices.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Under the Franchise Agreement, you must offer and sell all products and services that we require, and only the products and services that we have approved. We may add, eliminate and change products and service items periodically, and you must comply with all directives. We impose these requirements to control the quality and uniformity of the goods and services you and other franchisees may offer through use of our trade name and trademarks. We reserve the right to charge you a fine up to $1,000 per occurrence if you provide an unauthorized service or sell any unauthorized good.

You agree not to provide any services through online classes or services, sell any goods through retail, or otherwise offer goods and services through any system or channel of distribution other than the method for which your Franchised Business is intended. You must not offer your services or any products to customers outside your Territory.

You will be obligated to offer and sell those new products and to participate in all local, regional and promotional program initiatives and campaigns adopted by us in which we require you to participate. We have the right to designate which of our franchises may, or will be required to, participate in new product or service tests, new or modified product or service offerings and other programs and initiatives that we may, from time to time, develop. If we designate you for participation in any such program, initiative or campaign, you must participate when and as required by us. There are no limits on rights to require you to offer and sell those new products or to participate in those programs, initiatives and campaigns.

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 AGREEMENT	SUMMARY
a. Length of the franchise term	Area Development Agreement § 4.1; Franchise Agreement § 2(a)	Area Development Agreement: Months to be negotiated by parties. Franchise Agreement: Initial term is 10 years
b. Renewal or extension of the term	Area Development Agreement § 4.2; Franchise Agreement § 2(b)	Area Development Agreement: No right to renew. Franchise Agreement: One 10-year renewal term provided you remain a franchisee in good standing.
c. Requirements for Franchisee to renew or extend	Franchise Agreement § 2(b)	You must be in good standing and exercise your option within a window of time. You must agree to the terms of the Franchise Agreement then being offered, make required upgrades to your business, secure a sufficiently long lease term, sign a release, and pay your renewal fee equal to the greater of 25% of the then-current franchise fee or $6,250. You must acknowledge by returning a receipt that you have received the then-current Franchise Disclosure Document. You must agree to the terms of the franchise agreement then being offered. You may be asked to sign a contract with materially different terms and conditions than your original contract.
d. Termination by Franchisee	Franchise Agreement §§ 2(c) and 17(f)	For cause, if we breach a material provision of the contract and fail to cure 90 days after written notice then you can terminate if you are compliant with the terms of your agreement. Also upon expiration of the franchise term if you do not exercise your option to renew.

PROVISION	SECTION IN AGREEMENT	SUMMARY
e. Termination by Franchisor without cause	Franchise Agreement Not Applicable	We cannot terminate except for cause.
f. Termination by Franchisor with cause	Area Development Agreement §§ 9.1, 9.2; Franchise Agreement §§ 17(a) and 17(b)	Area Development Agreement: Section 9.1 describes causes for termination without notice in the event of a material breach of the Area Development Agreement. Section 9.2 provides for the termination of the Area Development Agreement in the event of a breach of any other agreement between you and us. Franchise Agreement: Section 17(a) describes causes for termination upon notice, including your cure rights. Section 17(b) deals with automatic termination, including pre-opening termination. The laws of your state may provide additional rights to you concerning termination of a franchise. If the Franchise Agreement or Area Development Agreement contain a provision that is inconsistent with the law, the law will control.
g. "Cause" defined – defaults that can be cured	Area Development Agreement: § 9.1 (c) Franchise Agreement §§ 17(a), 17(b), and 17(c)	Area Development Agreement: Non-compliance, non-payment, or failure to provide reports or information. You will generally have 30 days to cure these defaults. Franchise Agreement: Non-compliance, non-payment, late reporting, non-willful under-reporting, and the like. Unless we have been through this 2 times already within 12 months, you have 15 (or perhaps more if truly required) days to totally cure after we deliver you a notice of default.

PROVISION	SECTION IN AGREEMENT	SUMMARY
h. "Cause" defined – defaults that cannot be cured	Area Development Agreement § 9.1; Franchise Agreement §§ 17(a), 17(b), and 17(c)	Area Development Agreement: Attempt to sell the Area Development Agreement, failure to timely meet Minimum Development Obligations, and failure to meet certain material obligations, such as payment obligations, under the Area Development Agreement. Franchise Agreement: 2 otherwise curable defaults within 12 months; willful and material falsification, willful and repeated customer deception; non-complying purported or attempted assignment; default under a security interest; loss of right to possess Franchised Business premises; bankruptcy, receivership, attachment and the like. Abandonment by failing to operate your business for a period of 14 days or by failing to respond to communications for a period of 14 days. A provision in the Franchise Agreement that terminates the franchise upon the bankruptcy of the franchise may not be enforceable under Title 11, U. S. Code Section 101.
i. Franchisee's obligations on termination/ non-renewal	Area Development Agreement § 9.3, 9.4; Franchise Agreement §§ 11(i), 14, 15, and 18	Area Development Agreement: Lose rights to develop territory. Franchise Agreement: Pay us sums due without set-off; return our property including the Manuals and business data; discontinue use of Marks; cooperate with our lease assignment rights, if any; unless we take over the premises, immediately remove all signs with Marks; cease representing self as a present or past CASEY'S CLEANING franchisee; destroy or surrender marks, names, indicia; discontinue ads; assign us phone numbers; sell us such inventory and other business assets as we request.

PROVISION	SECTION IN AGREEMENT	SUMMARY
j. Assignment of contract by franchisor	Area Development Agreement § 7.1; Franchise; Agreement § 13(a)	Area Development Agreement: We have the right to freely assign our rights and duties under this Agreement to an assignee who accepts the obligations under the Area Development Agreement. Franchise Agreement: We may freely assign our rights and duties under the Franchise Agreement. However, no assignment will be granted except to an assignee who in our good faith judgment is willing and able to assume our obligations.
k. "Transfer" by franchisee – definition	Area Development Agreement §§ 7.2, 7.3; Franchise Agreement § 13(b)-(g)	Area Development Agreement: No right to sell, encumber, partition, subfranchise, or otherwise divide rights under Area Development Agreement without our consent. Franchise Agreement: Broadly defined to include bequests, fractional interests, shares, death, incapacity etc.; our consent is always required; but you must pay us transfer fees only for certain transfers.
l. Franchisor's approval of transfer by franchisee	Area Development Agreement § 7.2; Franchise Agreement § 13(c)(i)	Area Development Agreement and Franchise Agreement: Our prior written agreement is required for all transfers. The franchise can be terminated for non-compliance. We will not unreasonably withhold approval.

PROVISION	SECTION IN AGREEMENT	SUMMARY
m. Conditions for franchisor's approval of transfer	Area Development Agreement: none; Franchise Agreement § 13(d)	Franchise Agreement: Transferee must assume your obligations under the franchise agreement, attend and successfully complete our training school, and execute a franchise and collateral agreements in the then current form; and you must release us of all claims. Guarantees and share restriction agreements are required if to a corporation or LLC. If a sale is involved, you must offer us a 45-day right of first refusal, and you must pay us a transfer fee of $12,500 or 50% of the then-current franchise fee, whichever is greater. A purchaser must have a credit rating, moral character, reputation and business qualifications satisfactory to us, and meet all then current requirements of new franchisees.
n. Franchisor's right of first refusal to acquire franchisee's business	Area Development Agreement: none; Franchise Agreement § 13(c)	Franchise Agreement: 45 days. We may assign it to another.
o. Franchisor's option to purchase franchisee's business	Area Development Agreement: none; Franchise Agreement: § 13(c) or none, § 18(i) and (k)	Upon termination, you may have to assign your lease and phone numbers to us without compensation and allow us to purchase your other assets at their current published prices with us offsetting.
p. Franchisee's death or disability	Area Development Agreement: none; Franchise Agreement § 13(g)	Franchise Agreement: Your qualifying heirs may take the franchise by assignment under normal rules; or estate may sell; the business must be kept open. No transfer fee. Your interest must be transferred to an heir or approved buyer within 9 months after your death or disability.

PROVISION	SECTION IN AGREEMENT	SUMMARY
q. Non-competition covenants during the term of the franchise	Area Development Agreement § 8; Franchise Agreement §§ 14(a) and (c)	Area Development Agreement: No competition with us regardless of location. Franchise Agreement: You must not own or otherwise engage in any other similar business that provides residential or commercial cleaning services or services that are the same as or substantially similar to those provided by or sold by CASEY'S CLEANING businesses. You will be required to get your managerial staff to agree to agree to this same non-competition covenant.
r. Non-competition covenants after the franchise is terminated/ expires	Area Development Agreement § 8.2; Franchise Agreement §§ 14(a) and (b), 18(j)	Area Development Agreement: For 2 years after termination or expiration of the area development agreement, you must not own or engage in a similar business within 10 miles of your Development Area. Franchise Agreement: For 2 years after termination, non-renewal or expiration of the franchise for any reason, you must not own or engage in any other similar business located within 25 miles of your Franchised Business or any other CASEY'S CLEANING business then in operation. You will be required to get your managerial staff to agree to agree to this same non-competition covenant.
s. Modification of the agreement	Franchise Agreement §§ 11(j) and 24(e)	Franchise Agreement. We reserve the right to amend this Agreement if a Franchise Agreement change proposed by us is agreed to by 75% of the then-current Franchisees. Otherwise no modifications to the Agreement other than in writing.

PROVISION	SECTION IN AGREEMENT	SUMMARY
t. Integration/ merger clause	Area Development Agreement § 12.9; Franchise Agreement § 11(j) and 24(c), (e)	Franchise Agreement: 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. Area Development Agreement: Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Area Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Area Development Agreement § 11.1; Franchise Agreement § 21(a)	Except for certain claims, all disputes not first settled informally must be arbitrated in Forked River, New Jersey, under rules of the American Arbitration Association.
v. Choice of forum	Area Development Agreement § 11.1; Franchise Agreement §§ 21(a) and 21(b)	AAA, Forked River, New Jersey; New Jersey courts (if any), which provision is subject to the subjectivity of individual state laws.
w. Choice of law	Area Development Agreement § 12.8; Franchise Agreement § 21(h)	New Jersey law, except federal Lanham Act and federal Arbitration Act, which choice of law is subject to the subjectivity of individual state laws.

For information particular to your state, please see the state addendums in Exhibit D.

ITEM 18. PUBLIC FIGURES

We use no public figures to promote the 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.

These financial performance representations disclose historical information of the CASEY'S CLEANING businesses which have been operating for more than one full calendar year. These financial performance representations are for the outlets owned and operated by our affiliate CASEY'S CLEANING, L.L.C. in Forked River, New Jersey and Port St. Lucie, Florida. Our affiliate has operated the New Jersey cleaning business continuously since 1986 and the Florida business since 2019, each of which offers substantially the same cleaning services as will be offered by franchised CASEY'S CLEANING businesses. Although our affiliate operates without territory restrictions, it services a New Jersey county that contains approximately 226,000 households and Florida county that contains approximately 115,000 households. We anticipate that your franchised business will be located in a place with similar demographic and business conditions as the affiliate-owned CASEY'S CLEANING businesses.

Overall Financial Performance in 2020

The following table provides the gross revenues of each of our affiliate's two businesses during the period January 1, 2020 through December 31, 2020:

Location 1	$566,213
Location 2	$42,247

For purposes of the table above, "Gross Revenues" means the total of gross revenues derived from the operation of the Casey's Cleaning business, including, but not limited to, revenue from services rendered by the business and from the sale of products. Gross Revenues does not include sales taxes or gift card sales, but does include gift card redemptions.

Our affiliate does not pay Royalties, Brand Fund Contributions, Technology Fees, or required local advertising expenditures. You must consider your business's required Royalty, Brand Development Fund contributions, Technology Fee, and required local advertising expenditures as part of its expected operating expenses. Under the Franchise Agreement, you are required to pay to us Royalties in the amount of 5% of your Gross Revenues. You are also currently required to contribute to the Brand Development Fund 1% of your Gross Revenues. We can increase this requirement to 2% of Gross Revenues at any time. Finally, you are required to spend at least $1,000 per month during the first and second year of your franchise term and then 5% of Gross Revenues each month thereafter after on local advertising. You are required to pay the Technology Fee each month, which is currently $250 per month, and which we can raise upon 30 days' notice to you.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable, and consult with an attorney and other advisors prior to executing the area development agreement or franchise agreement.

We have not audited these results, which have been reported to us by our affiliate, but we have no reasonable basis to question their reliability.

Written substantiation for the financial performance representations will be made available to you upon reasonable request.

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our President, in writing at 108 Manchester Avenue, Forked River, New Jersey 08731, 609-488-5888, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. LIST OF OUTLETS AND FRANCHISE INFORMATION

Table 1
System-wide Outlet Summary for years 2018, 2019, and 2020

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Company Owned	2018	1	1	0
	2019	1	2	+1
	2020	2	2	0
Total Outlets	**2018**	**1**	**1**	**0**
	2019	**1**	**2**	**+1**
	2020	**2**	**2**	**0**

Table 2
Transfers from Franchisees to New Owners (Other than the Franchisor)
For years 2018, 2019, and 2020

STATE	YEAR	NUMBER OF TRANSFERS
Florida	2018	0
	2019	0
	2020	0
New Jersey	2018	0
	2019	0
	2020	0
Totals	**2018**	**0**
	2019	**0**
	2020	**0**

Table 3
Status of Franchised Outlets
For years 2018, 2019, and 2020

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMIN -ATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS - OTHER REASONS	OUTLETS AT END OF THE YEAR
Florida	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
New Jersey	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Totals	**2018**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2019	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2020	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Table 4
Status of Company-Owned Outlets
For years 2018, 2019, and 2020

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEE	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF THE YEAR
Florida	2018	0	0	0	0	0	0
	2019	0	1	0	0	0	1
	2020	1	0	0	0	0	1
New Jersey	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Totals	**2018**	**1**	**0**	**0**	**0**	**0**	**1**
	2019	**1**	**1**	**0**	**0**	**0**	**2**
	2020	**2**	**0**	**0**	**0**	**0**	**2**

Table 5
Projected Openings as of December 31, 2020
For Year 2021

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY-OWNED OUTLETS IN THE NEXT FISCAL YEAR
Delaware	0	0	0
Florida	0	1	0
New Jersey	0	1	0
New York	0	0	0
Pennsylvania	0	0	0
TOTALS	**0**	**2**	**0**

We do not currently have any development agreements in place.

Among the attached Exhibits you will find:

Exhibit B-1 OUTLET DIRECTORY/Listing of Current Franchisees lists the names of all current franchisees and the addresses and telephone numbers of their Outlets as of the effective date.

Exhibit B-2 LISTING OF CERTAIN PAST FRANCHISEES lists the name, city, state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had a CASEY'S CLEANING outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this FDD. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not signed confidentiality clauses with any current or former franchisees.

There are no trademark-specific franchisee organizations associated with the franchise system being offered which we have created, sponsored, or endorsed.

There are no independent franchisee organizations that have been asked to be included in this disclosure document.

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit C are audited financial statements for the period ended December 31, 2020 and December 31, 2019 and unaudited financial statements for the period ended June 30, 2021.

Because we have not been franchising for three years or more, we do not have three years of audited financial statements.

ITEM 22. CONTRACTS

Copies of the following contracts or documents are also attached as Exhibits hereto:

Exhibit A	CASEY'S CLEANING FRANCHISE AGREEMENT, with Attachment 1 (Franchise Fees and Payments); Attachment 2 (Site Selection Addendum) with Exhibit 1 (Approved Location and Franchise Territory); Attachment 3 (Personal Guaranty); Attachment 4 (Nondisclosure and Noncompetition Agreement); Attachment 5 (Telephone Listing and Internet Authorization Agreement)
Exhibit F	Area Development Agreement
Exhibit G	General Release Agreement
Exhibit H	ACH/EFT Transfer Agreement
Exhibit I	Agreement and Conditional Consent to Transfer
Exhibit J	First Addendum to Renewal Franchise Agreement

ITEM 23. RECEIPT

You will find copies of a detachable receipt in Exhibit N at the very end of this disclosure document. Please sign both acknowledging receipt of this disclosure document and return one of them to us for our files.

EXHIBIT A
FRANCHISE AGREEMENT

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Attachment 4 Nondisclosure and Noncompetition Agreement
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CASEY'S CLEANING FRANCHISING L.L.C.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into as of _____ by and between CASEY'S CLEANING FRANCHISING L.L.C., a New Jersey limited liability company ("Franchisor"), with its principal office located at 108 Manchester Avenue, Forked River NJ 08731, and _____, a _____, with its principal office located at _____, together with the undersigned Owners and Guarantors (hereafter collectively referred to as the "Franchisee").

RECITALS:

A. Franchisor has expended time, money and effort to develop a unique system for operating a business providing premium cleaning services to residential and commercial customers. (The methods of operation are referred to herein as the "System"; the chain of current and future CASEY'S CLEANING businesses are referred to herein as the "Chain.")

B. The distinguishing characteristics of the System include the name "CASEY'S CLEANING" and a distinctive method of providing residential and commercial cleaning services, use of high-quality products, and consistency and uniformity of products and services, all of which may be improved, amended and further developed by Franchisor from time to time.

C. Franchisor identifies its goods and services with certain service marks, trade names and trademarks, including, but not limited to, the "CASEY'S CLEANING" trademark (No. 5,451,867, entered in the Principal Registry on April 24, 2018), as well as certain other trademarks, service marks, slogans, logos and emblems which have been and which may hereafter be designated by Franchisor for use in connection with the System (the "Marks").

D. Franchisee desires to obtain a license from Franchisor for use of the Marks and the System solely for the operation of a business utilizing a combination of the concepts provided for in this Agreement at the location listed below (the "Franchised Business"), and Franchisee desires to use the Marks and the System, and to obtain and use the methods, know-how, experience and form of operation acquired, devised and/or established by Franchisor and other benefits derived from this franchise relationship strictly in accordance with the provisions set forth below.

NOW, THEREFORE, in consideration of the recitals and the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant. Franchisor hereby grants to Franchisee, on the terms and conditions contained in this Agreement, and Franchisee accepts from Franchisor, a license ("License") to establish, own, and operate under the System, one Franchised Business within the Territory specified either on Attachment 1 or in the Site Selection Addendum ("Site Selection Addendum") attached hereto as Attachment 2. Franchisee agrees to identify the Franchised Business and all of

the items Franchisee sells or offers for sale only by the Marks. Franchisee has no right to use the System or the Marks for any purpose other than as expressly provided herein.

Pursuant to this grant, Franchisee, at its own expense, shall equip, staff, open and operate the Franchised Business within the Territory and headquartered from the Premises in accordance with this Agreement. Unless otherwise agreed in a writing executed by Franchisor, Franchisee shall commence operating the Franchised Business within three (3) months after the execution of this Agreement, and shall diligently operate such business in accordance with this Agreement for the Term stated herein. Failure to timely open the Franchised Business shall constitute an event of default under the Agreement.

2. Term, Expiration, and Additional License Period.

(a) Initial Term. The initial term of this Agreement shall commence upon the execution of this Agreement, and shall expire at midnight on the day preceding the tenth (10^{th}) anniversary date of execution of this Agreement (the "Term" or the "Initial Term"), unless this Agreement has been sooner terminated in accordance with the terms and conditions herein.

(b) Additional License Period. Upon expiration of the Initial Term, Franchisee will have the right to be granted a renewal of the License for one (1) additional period of ten (10) years from date of expiration on the Initial Term (the "Renewal Term"), provided the following conditions have been met:

(i) Franchisee has given Franchisor written notice of its intent to renew the License not less than six (6) months nor more than nine (9) months prior to the expiration of the Initial Term; provided that if Franchisor has not received notice from Franchisee of its desire to renew within such period, Franchisor will notify Franchisee in writing and Franchisee shall have a period of ten (10) days from the date notice is given to provide Franchisor with notice of its intent to renew;

(ii) Franchisee is not in default of any of the provisions of this Agreement both at the time Franchisee gives notice of its intent to exercise its rights under the terms of this Section 2(b) and at the commencement of the Renewal Term;

(iii) All debts and obligations of Franchisee under this Agreement shall be current, including but not limited to Franchisee's obligations to make contributions to the Brand Fund (as defined herein) and each Cooperative (as defined herein) of which Franchisee is a member;

(iv) Franchisee has not received more than three (3) notices of default during any consecutive twelve-month (12) month period during the Initial Term;

(v) Franchisee executes and delivers to Franchisor, within thirty (30) days after delivery to Franchisee, the form of the CASEY'S CLEANING franchise Agreement being offered to new franchisees on the date Franchisee gives the notice under Section 2(b)(i), including all exhibits and Franchisor's other then-current ancillary agreements, which agreements shall supersede this Agreement in all respects, and the terms

and conditions of which may substantially differ from this Agreement ("Renewal Agreement");

(vi) Franchisee secures the right to continue possession of the Premises (as defined herein) for a period at least equal to the term of the Franchise Agreement to be executed as provided in Section 2(b)(v), or alternatively Franchisee secures premises at another location approved by Franchisor for the same period;

(vii) Franchisee has paid to Franchisor a renewal fee equal to the greater of Twenty-Five Percent (25%) of the then-current initial franchise fee or Six Thousand Two Hundred Fifty Dollars ($6,250), which fee shall be due in immediately available funds upon the execution of the Franchise Agreement to be executed as provided in Section 2(b)(v);

(viii) Franchisee executes and delivers to Franchisor a general release, in the form prescribed by Franchisor, releasing, to the fullest extent permitted by law, all claims that Franchisee may have against Franchisor and its affiliates and subsidiaries, and their respective officers, directors, shareholders, members, and employees in both their corporate and individual capacities;

(ix) Franchisee shall make or provide for in a manner satisfactory to Franchisor, such renovation and re-equipping of the Franchised Business as Franchisor may require, including, without limitation, renovation or replacement of signs, equipment, furnishings, fixtures and decor, to reflect the then-current standards and image of the System;

(x) Franchisee shall repair, update, upgrade, or replace its Business Vehicle as Franchisor may require;

(xi) Franchisee presents satisfactory evidence that Franchisee has the right to remain in possession of the Premises for the duration of the renewal term, unless Franchisor determines that the location of Franchisee's business is no longer viable for the operation of Franchisee's business, in which case Franchisor may condition Franchisee's right to renew on Franchisee's obtaining a new site for Franchisee's business that Franchisor approves.

(c) If Franchisee fails to perform any of the acts set forth in subsections (i) through (xi) of Section 2(b) in a timely fashion, such failure will be deemed an election by Franchisee not to exercise its right to enter into a Renewal Agreement, and will cause Franchisee's right to enter into a Renewal Agreement to expire without further notice or action by Franchisor.

(d) Expiration. Renewal of the License after the Initial Term shall not constitute a renewal or extension of this Agreement, but shall be conditioned upon satisfaction of the above provisions and shall, upon expiration of the Initial Term, be governed by the Renewal Agreement then executed by Franchisee. If Franchisee fails to meet any of the conditions under

this Section 2 with respect to renewal of the License, then the License shall automatically expire at the end of the Initial Term.

(e) Noncompliance. Without waiving any rights that Franchisor may have, and in Franchisor's sole discretion, Franchisor may elect not to terminate Franchisee's franchise agreement as a result of a default. In the event a default occurs, Franchisor may elect to give written notification (a "Notice of Noncompliance") to Franchisee that the Franchised Business is not in compliance with the terms and conditions of this Agreement. Such Notice of Noncompliance shall state a period for Franchisee to cure the noncompliance, which shall be a period not less than thirty (30) days. For a period of six (6) months from and after the date of such Notice of Noncompliance, Franchisee shall reimburse Franchisor for reasonable costs that Franchisor incurs with respect to the Franchised Business, including without limitation the costs of any audit or inspection of the Franchised Business in excess of Franchisor's audit program, any mystery shopping for the Franchised Business during such six (6) month period in excess of Franchisor's normal mystery shopping program applied to all Franchised Businesses, additional training that Franchisor determines is required to bring the Franchised Business up to Franchisor's standards, and any personnel costs incurred by Franchisor at the Franchised Business site to ensure the proper management and operation of the Franchised Business. Nothing in this section shall limit Franchisor's termination rights as otherwise set forth in this Agreement, which Franchisor reserves the right to exercise at any time.

(f) Continued Operation Following Expiration. Unless Franchisee exercises its option to renew the license granted under this agreement in accordance with this Section, Franchisee has no right to continue to operate the Franchised Business after the expiration date. If Franchisor permits Franchisee to continue to operate the Franchised Business after the expiration date, but before the execution by Franchisee of a Renewal Agreement for a new term as required by Section 2(b)(v) above, then the temporary continuation of the Franchised Business will be on a month-to-month basis, and will be terminable at Franchisor's will by giving Franchisee written notice of termination at least thirty (30) days before the termination is effective. If Franchisor allows Franchisee to continue to operate the Franchised Business on a month-to-month basis after termination or expiration of this Agreement, then Franchisee must pay to Franchisor weekly an additional fee equal to the greater of One Thousand Dollars ($1,000) or One Hundred Fifty Percent (150%) of the Royalties due for the same week for every week of month-to-month operation after the Expiration Date, up to Franchisor's then-current initial franchise fee, which fee shall be in addition to Royalties, Brand Fund contributions, and any other payments due to Franchisor under this Agreement. If the law of the jurisdiction in which Franchisor is located requires a longer notice period, the thirty (30) day period will be deemed modified to be the shortest notice period required by the laws of such jurisdiction.

3. Franchise Fees and Payments.

(a) Initial Franchise Fee, Royalties, and Other Payments. In consideration of Franchisor's execution of this Agreement and the services that Franchisor will perform, Franchisee agrees to pay to Franchisor, at its principal office as set forth on the first page of the Agreement, or at such other place as Franchisor may from time to time designate, the following fees:

(i) An initial franchise fee in the amount set forth on Attachment 1 attached hereto. The Initial Franchise Fee shall primarily compensate Franchisor for Franchisor's pre-opening obligations under this Agreement, which include, but are not limited to, assistance in site selection, training of Franchisee's personnel in operating the Franchised Business, establishment of vendor relationships, providing Franchisee with a copy of Franchisor's Operations Manuals (defined below), and other consulting and support associated with pre-opening expenses ("Pre-Opening Services"). The parties recognize the value of the Initial Franchise Fee approximates the market value of the Pre-Opening Services. The Initial Franchise Fee shall be deemed earned upon receipt.

(ii) In further consideration of the grant of the License and in consideration of Franchisor's ongoing services to Franchisee, Franchisee agrees to pay to Franchisor a weekly continuing royalty fee (the "Continuing Royalty"), as set forth on Attachment 1 attached hereto. The Continuing Royalty is due and payable on or before the Tuesday of each week during the Term for the sales week ending the immediately preceding Sunday, or on such other date Franchisor designates with thirty (30) days' advanced written notice to Franchisee ("Due Date"). If Franchisee fails to pay the full amount of the Continuing Royalty when due or Franchisee has insufficient funds to cover the electronic transfer when initiated by Franchisor, Franchisee shall pay interest on the amount due and unpaid at an interest rate equal to the lower of eighteen percent (18%) or the maximum interest rate allowed by law.

(iii) Beginning at the opening of the Franchised Business, Franchisee will be required to pay Franchisor's then-current Technology Fee for the development and maintenance of Franchisor's website, email systems, and social media accounts and sites. Franchisor has the right to increase the Technology Fee with thirty (30) days' notice to Franchisee based on supplier pricing increases, modification to or upgrades of the technology used in the System, and introduction of new technology.

(b) **Franchisee's Account**. On each Due Date, Franchisor will transfer from the Franchisee's bank operating account ("Account") the amount reported to Franchisor in Franchisee's sales report or determined by Franchisor by the records obtained by Franchisor, as well as any other amounts due to Franchisor under this Agreement or any other agreement between Franchisor and Franchisee. If a transfer from Franchisee's Account is refused, an administrative fee of Fifty Dollars ($50) will be assessed, as well as reimbursement to Franchisor of any fee its bank charges for uncollected deposit funds. If Franchisee has not reported Gross Revenues to Franchisor for any fiscal period, Franchisor will transfer from the Account an amount calculated in accordance with its estimate of the Gross Revenues during the fiscal period. If, at any time, Franchisor determines that Franchisee has underreported its Gross Revenues, or underpaid the Continuing Royalty or other amounts due to Franchisor under this Agreement, or any other agreement, Franchisor shall initiate an immediate transfer from the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided in this Agreement. Any overpayment will be credited to the Account effective as of the first reporting date after Franchisor and Franchisee determine that such credit is due. Alternatively, the Franchisor shall have the right in lieu of the report submission procedure outlined above to obtain

Gross Revenues data derived directly from electronic communication with any scheduling system designated by Franchisor.

Franchisor may require Franchisee to remit payment of the Continuing Royalty and other fees by electronic funds transfer ("EFT"). In connection with payment of the royalty fee by EFT, Franchisee shall: (1) comply with procedures specified by Franchisor in the Operations Manuals; (2) perform those acts and sign and deliver those documents as may be necessary to accomplish payment by EFT as described in this Section; (3) give Franchisor an authorization in the form designated by Franchisor to initiate debit entries and/or credit correction entries to the Account for payments of the royalty fee and other amounts payable under this Agreement, including any interest charges; and (4) make sufficient funds available in the Account for withdrawal by EFT no later than the Due Date for payment thereof; and (5) maintain a single bank account to make all payments required by this Agreement. Franchisee must advise Franchisor at least fifteen (15) business days prior to any change in Franchisee's bank account or financial institution; no such change will be permitted without the prior written authorization of Franchisor. To ensure the orderly electronic transfer of the Continuing Royalty and all other fees as outlined in this Section 3, Franchisee will enter into and maintain a banking agreement with the financial institution which will be responsible for the transfer and payment of the fees owed by Franchisee to Franchisor, and a copy of that agreement will be submitted to Franchisor prior to the effective date of this Agreement. Franchisee shall not withhold any payments required to be made under this Agreement on any grounds, including any allegations of Franchisor's non-performance. Failure by Franchisee to have sufficient funds in the Account shall constitute a default of this Agreement and may subject this Agreement to termination for cause as hereinafter set forth.

If Franchisee is delinquent in the payment of any obligation to Franchisor, its subsidiaries, affiliates or designees, then Franchisor (or such subsidiaries, affiliates or designees), will have the right to apply any payment from Franchisee to any obligation due, including the oldest obligation due, whether under this Agreement or otherwise, notwithstanding any contrary designation by Franchisee as to such application.

(c) Inflation Adjustments. Franchisor and its affiliates reserve the right to increase the amount of any fee provided for hereunder, including, without limitation, the Royalty, or Advertising Fee due Franchisor or an affiliate under this Agreement or a related agreement ("Inflation Adjustment"). An Inflation Adjustment shall be in relation to the changes in the Consumer Price Index (U.S. Average, all items) maintained by the U.S. Department of Labor, the cost-of-living-adjustment ("COLA") using the COLA factors determined by the United States Department of Labor, or such other measure determined reliable by Franchisor. Franchisor will notify Franchisee of the amount or percentage adjustment thirty (30) days prior to their effective date.

(d) No Offset or Retention of Funds. Franchisee may not offset or withhold payments owed to Franchisor or its affiliates for amounts purportedly due Franchisee as a result of any dispute of any nature or otherwise, but will pay such amounts to Franchisor or its affiliates and only thereafter seek reimbursement.

4. Franchisor Services. During the Term, Franchisor agrees to provide to Franchisee the following services:

(a) Franchisor shall provide Franchisee with specifications for supplies, fixtures, décor, signs, equipment, and point-of-sale/computer system of the Franchised Business.

(b) Franchisor shall provide Franchisee with standards and specifications for all services to be provided at the Franchised Business, and, if relevant, merchandise to be sold, as well as other products and materials used in connection with the operation of the Franchised Business;

(c) Franchisor shall provide Franchisee with a single pre-opening Initial Training Program for the Operations Manager (as defined in Section 11(c)) and one other person selected by Franchisee and approved by Franchisor, and such other persons as Franchisor may reasonably designate, and such other training for employees of Franchisee at the locations and for such periods as may be designated by Franchisor from time to time; provided that Franchisee shall be responsible for all expenses incurred by such persons in connection with training, including, without limitation, all cost of travel, lodging, meals and wages;

(d) At Franchisee's reasonable request, Franchisor will promptly provide such advice and information as it considers reasonably appropriate to assist Franchisee with all methods and procedures associated with the System, including marketing, advertising, management, and administration. Franchisee understands and agrees that such advice and information may be rendered by phone, electronically, through the Operations Manuals, training and/or by such other means as Franchisor deems appropriate in its sole discretion. Franchisor may, in its discretion, convene meetings of franchisees as it considers necessary or appropriate, in its discretion;

(e) Franchisee hereby grants Franchisor and its agents the right to enter the Premises and/or the Franchised Business at any time prior to occupancy by the Franchisee in order to inspect, photograph, and/or videotape on-going new construction or leasehold improvements, designs, purchased and installed equipment, operations and the performance of any and all services by Franchisee and/or Franchisee's employees, invitees or agents. Franchisee also grants Franchisor and its agents the right to enter and inspect the Business Vehicle at any time prior to use by the Franchisee in order to assess its compliance with Franchisor's standards. Franchisee shall cooperate with Franchisor's representatives with those inspections by rendering whatever assistance they may reasonably request, including assistance necessary to enable Franchisor to contact and interview any architect, designer, vendor, contractor, sub-contractor or Franchisee employee. Upon reasonable notice from Franchisor, and without limiting Franchisor's other rights under this Agreement, Franchisee, at its sole expense, shall take such steps as deemed to be necessary by the Franchisor to immediately correct any and all deficiencies detected during any such inspection, including without limitation, correcting construction deficiencies or defects, replacing equipment and supplies, repairing or replacing the Business Vehicle, and requiring the Franchisee to desist from the further use of any equipment, designs, advertising materials, products, and/or supplies that do not conform with Franchisor's then-current plans and specifications, standards or requirements. Franchisee acknowledges and agrees that any and all inspections by Franchisor and all demands made by Franchisor to correct deficiencies and conform

to Franchisor's standards and specifications will not constitute a representation or warranty by Franchisor that the Franchised Business, the Premises, or the Business Vehicle comply with applicable laws, codes, ordinances, regulations or governmental standards.

(f) Franchisor shall communicate to Franchisee information relating to the operation of a CASEY'S CLEANING business, and to the extent necessary or pertinent to the operation of the Franchised Business, Franchisor's know-how, new developments, techniques and improvements in the areas of management, employee training, inventory management, marketing, sales and customer service.

(g) FRANCHISEE AGREES THAT FRANCHISOR IS NOT OBLIGATED TO PROVIDE ANY TRAINING OR ASSISTANCE TO FRANCHISEE'S PARTICULAR LEVEL OF SATISFACTION, BUT AS A FUNCTION OF FRANCHISOR'S EXPERIENCE, KNOWLEDGE AND JUDGMENT. FRANCHISEE ALSO ACKNOWLEDGES THAT FRANCHISOR IS NOT OBLIGATED TO PROVIDE ANY SERVICES TO FRANCHISEE THAT ARE NOT SET FORTH IN THIS AGREEMENT. IF FRANCHISEE BELIEVES FRANCHISOR HAS FAILED TO ADEQUATELY PROVIDE ANY PREOPENING OR POST-OPENING SERVICES TO FRANCHISEE OR TO FRANCHISEE'S EMPLOYEES, WHETHER WITH RESPECT TO SITE SELECTION, SELECTION AND PURCHASE OF EQUIPMENT AND SUPPLIES, TRAINING, OR ANY OTHER MATTER AFFECTING THE ESTABLISHMENT OF THE FRANCHISED BUSINESS, FRANCHISEE MUST NOTIFY FRANCHISOR IN WRITING WITHIN THIRTY (30) DAYS FOLLOWING THE OPENING OF THE FRANCHISED BUSINESS OR FRANCHISEE WILL BE DEEMED TO CONCLUSIVELY ACKNOWLEDGE THAT ALL PRE-OPENING AND OPENING SERVICES REQUIRED TO BE PROVIDED BY FRANCHISOR WERE SUFFICIENT AND SATISFACTORY IN FRANCHISEE'S JUDGMENT, AND COMPLIED WITH ALL REPRESENTATIONS MADE TO FRANCHISEE.

5. Territorial Provisions.

(a) Territory. Subject to the provisions of this Section 5, provided Franchisee is in compliance with its obligations under this Agreement, Franchisor agrees that during the Term it will not establish and operate, nor license any party other than Franchisee to establish and operate, a CASEY'S CLEANING Business within the territory set forth in Attachment 2 hereto (the "Territory"). Until such time as the Premises are identified and agreed upon in the Franchise Rider or in the Site Selection Approval Letter (as defined in the Franchise Rider), no Territory will be granted to Franchisee and Franchisor shall have the right to locate other franchises anywhere Franchisor determines without interfering with any territorial rights of Franchisee. Franchisee shall not solicit business from customers outside of its Territory without receiving Franchisor's prior, written permission. Franchisor may rescind any policy that allows Franchisee to operate outside its Territory at any time, upon ten (10) days' notice to Franchisee. Within ten (10) days after receipt of such notice, Franchisee shall discontinue marketing and selling and using the Marks in any area outside of Franchisee's Territory and shall surrender to Franchisor all customer information Franchisee has obtained for customers residing outside of its Territory (which customer information is and shall always be owned by Franchisor). Franchisee acknowledges

nothing herein shall be construed as a promise or guarantee that Franchisor will allow Franchisee to market, sell or operate outside of the Territory. Notwithstanding the foregoing, Franchisor does not warrant or represent that no other CASEY'S CLEANING business will solicit or make any sales within the Territory, and Franchisee hereby expressly acknowledges and agrees that such solicitations or sales may occur within the Territory. Franchisor shall have no duty to protect Franchisee from any such sales, solicitations, or attempted sales. Franchisee recognizes and acknowledges that (i) it will compete with other CASEY'S CLEANING businesses which are now, or which may in the future be, located near or adjacent to Franchisee's Territory and (ii) that such businesses may be owned by Franchisor, its affiliates, and/or third parties. Franchisee further acknowledges that only Franchisor shall be permitted to solicit business from customers by means of computerized or other electronic remote-entry ordering and purchasing systems (such as, for example, the internet, phone, or mobile applications) capable of accepting orders or purchases placed from within or outside the Territory.

(b) **Reservation of Rights**. Franchisor grant franchises and the rights to develop and operate CASEY'S CLEANING BUSINESS only pursuant to the express terms of written agreements and not orally. All rights that are not granted to Franchisee in this Agreement are specifically reserved to Franchisor, and Franchisor will not be restricted in any manner from exercising them nor will Franchisor be required to compensate Franchisee should Franchisee exercise them. This includes the right, directly or through others and regardless of either (a) proximity to Franchisee's Location or Territory or (b) any actual or threatened impact on sales of Franchisee's business to:

(i) use the Marks and System in connection with establishing and operating CASEY'S CLEANING Businesses at any location outside the Territory;

(ii) use the Marks or other marks in connection with selling or distributing any goods (including branded merchandise) or services anywhere in the world (including within the Territory), whether or not Franchisee also offers them, through channels of distribution other than a CASEY'S CLEANING business (including, for example, other permanent or temporary retail locations, kiosks, catalogs, mail order, or the internet or other electronic means);

(iii) acquire, establish or operate, without using the Marks, any business of any kind at any location anywhere in the world (including within the Territory); and

(iv) use the Marks in connection with soliciting or directing advertising or promotional materials to customers anywhere in the world (including within the Territory).

(c) **Alternate Channels of Distribution**. Franchisee may offer and sell approved products and services only within the Territory, except as Franchisor otherwise approves in advance, and in such event only in accordance with the requirements of this Agreement and the procedures set forth in the Operations Manuals. Franchisee may not offer or sell products through any other means or locations, including via the internet. Franchisee shall only offer or sell residential and commercial cleaning services to residential and commercial properties.

(d) No Right of First Refusal or Options. Franchisee has no right of first refusal or other options or rights to open any additional CASEY'S CLEANING businesses.

(e) Liquidated Damages. Franchisee agrees that in the event Franchisor inadvertently assigns Franchisee postal codes or radius contained in another Territory or assigns a portion of Franchisee's Territory to another franchisee, that it would be difficult, if not impossible, to determine what the damages may arise from such action by Franchisor. Therefore, the parties expressly agree that the liquidated damages from such an inadvertent assignment of postal codes to two or more franchisees shall entitle Franchisee to a partial refund of the Initial Franchise Fee as damages, which damages shall not exceed a pro-rata refund of the portion of the Initial Franchise Fee allocated on a population basis to the affected area. Franchisee agrees that the liquidated damages described herein are Franchisee's sole remedy in the event of an inadvertent assignment by Franchisor.

6. Premises.

Franchisee is responsible for constructing, renovating or up fitting or causing to be constructed, renovated or up fitted, the Premises. Franchisor is not obligated to assist Franchisee in locating a site location for the Premises.

FRANCHISEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT FRANCHISOR'S APPROVAL OF A SITE FOR FRANCHISEE'S BUSINESS IS NOT AND SHALL NOT BE CONSTRUED AS A GUARANTEE OR ASSURANCE THAT THE BUSINESS WILL BE PROFITABLE.

(a) Leased Premises. If Franchisee intends to lease the office space to be used by the Franchised Business (the "Premises"), Franchisee shall submit to Franchisor copies of all such leases immediately after receiving the lease agreements and at such other times as Franchisor may request. Franchisee shall submit the leases to Franchisor's attorneys for review and shall pay the attorney fees incurred by such a review. Franchisee shall submit to Franchisor executed copies of all such leases immediately after execution. The term of the leases plus all options for Franchisee to renew shall together equal or exceed the Term. At Franchisee's request, Franchisor shall offer assistance to Franchisee in selecting a site for the location and advising Franchisee in negotiating an acceptable lease agreement for the site. Franchisor shall not represent Franchisee in a legal capacity and advises Franchisee to seek independent legal counsel in the review and negotiation of its lease agreement.

(b) Owned Premises. If Franchisee intends to own the Premises, Franchisee shall obtain approval of the Premises from Franchisor and furnish Franchisor proof of ownership prior to the date Franchisee commences any construction, build-out or remodeling of the Premises. In the event that Franchisee proposes to lease the Premises from any owner, member, manager, partner, director, or officer of Franchisee, or from any person or entity related to or affiliated with Franchisee or one or more of Franchisee's owners, partners, directors, officers or other Principals (the "Related Party"), Franchisor may require the Related Party to sign this Agreement and/or separate agreements for the purpose of binding the Related Party to applicable provisions of this

Agreement, as determined by Franchisor. Franchisee shall also execute a written lease agreement approved by the Franchisor with the Related Party and deliver a copy to Franchisor.

(c) Premises Identification. Regardless of whether the Premises are owned or leased, Franchisee shall remove all signs and other items and indicia which serve, directly or indirectly, to identify the Premises as a CASEY'S CLEANING business within ten (10) days of the expiration, non-renewal, or termination of this Agreement for any reason. In the event Franchisee does not comply with this requirement, Franchisor may enter the Premises, without being guilty of trespass and without incurring any liability to Franchisee, to remove all signs and other items identifying the Premises as a CASEY'S CLEANING business and to make such other modifications as are reasonably necessary to protect the Marks and CASEY'S CLEANING, and to distinguish the Premises from CASEY'S CLEANING businesses. Provided, however, that this obligation of Franchisee shall be conditioned upon Franchisor giving Franchisee prior written notice of the modifications to be made and the items to be removed.

(d) Suitability of Premises. Regardless of whether the Premises are owned or leased, it shall be the responsibility of Franchisee to determine that the Premises can be used, under all applicable laws and ordinances, for the purposes provided herein and that the Premises can be constructed or remodeled in accordance with the terms of this Agreement. Franchisee shall obtain all permits and licenses that may be required to construct, remodel and operate the Franchised Business. Franchisee agrees that the Premises will not be used for any purpose other than the operation of the Franchised Business in compliance with this Agreement.

(e) Relocation. Franchisee shall not, without first obtaining Franchisor's written consent, which shall not be unreasonably withheld: (i) relocate the Franchised Business; or (ii) renew or materially alter, amend or modify any lease, or make or allow any transfer, sublease or assignment of its rights pertaining to the Premises. In the event that Franchisee relocates, Franchisee shall reimburse Franchisor for all of its costs associated with evaluating and approving or rejecting Franchisee's relocation proposal. In addition, for each month that Franchisee does not operate the Franchised Business as a result of the relocation, Franchisee shall pay the greater of (i) the Continuing Royalty set forth in Section 3 or (ii) the average of the Continuing Royalty payments due for the previous twelve (12) months immediately prior to closure. If Franchisee relocates the Franchised Business without Franchisor's written consent, the new location will be treated as an entirely new franchise sale subject to new initial franchise fees as provided in Section 3(a) of this Agreement and to such other provisions as would apply to new franchise sales. If Franchisee's landlord terminates Franchisee's right to possess the Premises before the expiration of the Term, Franchisor and Franchisee shall choose a new location within sixty (60) days of Franchisee's loss of possession.

7. Proprietary System and Marks; Franchisor Property Rights.

(a) Ownership; Use by Others. Franchisor and its affiliates shall have and retain all rights associated with the Marks other than those expressly licensed herein, including, but not limited to the following: (a) to use the Marks in connection with selling products and services; (b) to grant licenses to others for the Marks, in addition to those licenses already granted to existing franchisees; (c) to develop and establish other systems using the Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses or franchises thereto

without providing any rights therein to Franchisee; and (d) to sell and distribute products via alternate distribution channels bearing the Marks. Franchisee acknowledges that any unauthorized use of the System or the Marks is and shall be deemed an infringement of Franchisor's rights. Franchisee shall execute any documents deemed necessary by Franchisor or its counsel for the protection of the System and the Marks or to maintain their validity or enforceability, or to aid Franchisor in acquiring rights in or in registering any of the System and the Marks or any trademarks, trade names, service marks, slogans, logos and emblems subsequently adopted by Franchisor. Franchisee shall give notice to Franchisor of any knowledge that Franchisee acquires of use by others of the same or similar names or marks or of any claim or litigation instituted by any person or legal entity against Franchisee involving the System or any of the Marks. Franchisee shall cooperate with Franchisor in any suit, claim or proceeding involving the System or the Marks or their use to protect Franchisor's rights and interest in the System and the Marks. In the event of any settlement, award or judgment rendered in favor of Franchisor relating to the use or ownership of the System or the Marks, such settlement, award or judgment shall be the sole property of Franchisor and Franchisee shall not be entitled to or make any claim for all or any part of it.

(b) Use of Marks. During the term of this Agreement or thereafter, directly or indirectly, Franchisee shall not commit any act of infringement or contest or aid in contesting the validity or ownership of the System or the Marks, or take any other action to disparage them. Franchisee shall use the Marks only in connection with the operation of the Franchised Business, and shall use them only in the manner authorized by Franchisor. Franchisee shall prominently display the Marks in the manner prescribed by Franchisor on all signs and other supplies and packaging materials designated by Franchisor. Franchisee shall not fail to perform any act required under this Agreement, or commit any act which would impair the value of the Marks or the goodwill associated with the Marks. Franchisee shall not at any time engage in any business or market any products or service under any name or mark which is confusingly or deceptively similar to any of the Marks. Franchisee shall not use any of the Marks as part of its corporate or trade name and shall not use any trademark, trade name, service mark, logo, slogan or emblem in connection with the Franchised Business that has not been authorized by Franchisor. Franchisee shall obtain such fictitious or assumed name registrations as may be required by Franchisor or applicable state law. Franchisee shall not attempt to register or otherwise obtain any interest in any Internet domain name, website or URL containing or utilizing any of the Marks or any other word, name, symbol or device which is likely to cause confusion with any of the Marks. Franchisee also acknowledges that its use of the Marks pursuant to this Agreement does not give Franchisee any ownership or other interest in or to the Marks, except the license granted by this Agreement.

(c) Designation as Franchisee. Franchisee shall take such additional action as may be necessary under the laws of the state in which the Franchised Business is operated to make clear to the public that Franchisee is an independent franchisee of Franchisor and not owned by Franchisor. Franchisee shall post on invoices, purchase orders, marketing materials and the like for all Franchised Business concepts that "This CASEY'S CLEANING franchise is independently owned and operated by Franchisee under license from CASEY'S CLEANING FRANCHISING L.L.C."

(d) Discontinuance of Use: Additional Marks. Franchisor has the right to change, revise, or substitute different Marks for use in identifying the System, the Franchised Business, and the products or services sold or offered for sale through the Franchised Business, if Franchisor, in its sole discretion, determines that change, revision, or substitution of different Marks will be beneficial to the System. In such circumstances, the use of the substitute proprietary marks shall be governed by the terms of this Agreement. Franchisee shall comply with each such change, revision, or substitution and bear all expenses associated therewith. In the event that a court of competent jurisdiction should order, or if Franchisor in its sole discretion should deem it necessary or advisable, Franchisee shall modify or discontinue use of any Mark. Franchisee shall comply with the Franchisor's directions regarding any such Mark within thirty (30) days after receipt of notice from Franchisor or, if such modification or discontinuance is court-ordered, immediately. Franchisor shall not be obligated to compensate Franchisee for any costs or expenses incurred by Franchisee in connection with any such modification or discontinuance. Franchisee shall also use such additional or substitute Marks as Franchisor shall direct.

(e) Changes in Law Affecting Marks. In the event that the trademark law is amended so as to render inapplicable any of the provisions of this Agreement, Franchisee shall sign any documents and do such other act and think as in the opinion of Franchisor may be necessary to affect the intent and purpose of the provisions of this Agreement.

(f) Copyrights. Franchisee acknowledges that as between Franchisee and Franchisor, any and all present or future copyrights relating to the System or the CASEY'S CLEANING concept, including, but not limited to cleaning supplies, the Operations Manuals, construction plans and specifications and marketing materials, (collectively, the "Copyrights") belong solely and exclusively to Franchisor. Franchisee has no interest in the Copyrights beyond the nonexclusive License granted in this Agreement.

(g) Ideas and Innovations. All inventions, ideas, applications, trademarks, service marks, enhancements, modifications, improvements or other processes, methods and designs, technologies, computer software, electronic code, original works or authorship, formulas, patents, copyrights, marketing and business plans and ideas, and all improvements and enhancements thereto that Franchisee may develop, invent, discover, conceive or originate, alone or in conjunction with any other person or persons during the Term that relate in any way, either directly or indirectly, to the Franchised Business and/or the System (collectively referred to as "Inventions and Ideas") developed by the Franchisee and/or any personal guarantors, either in whole or in part during the Term, shall be the exclusive property of Franchisor. Franchisee must promptly disclose the existence of any and all Inventions and Ideas to Franchisor. Franchisee and all guarantors of this Agreement hereby assign to Franchisor, without compensation, all right, title and interest in such Inventions and Ideas, and agree that they will execute any and all instruments and do any and all acts necessary or desirable to establish and perfect in Franchisor the entire right, title and interest in such Inventions and Ideas.

(h) Customer and Other Data. Franchisee shall maintain a current list of the names, home addresses, work addresses, e-mail addresses and telephone numbers of the customers and past customers who have provided such information to the Franchised Business (the "Customer List"). Franchisee shall provide the Customer List to the Franchisor upon request. The Customer List shall be the property of Franchisor. Franchisee shall not disclose such information to any

person or entity other than Franchisor, or sell such list(s) or any portions thereof to any person or entity without the express written consent of Franchisor. Likewise, other data collected by Franchisee or Franchisee's information technology system (Customer Data and the other data collectively referred to herein as "Franchisee Data") is deemed to be owned by Franchisor, and Franchisee agrees to furnish the Franchisee Data to Franchisor at any time that Franchisor requests it. Franchisor hereby grants Franchisee a limited license to use Franchisee Data while this Agreement or a successor franchise agreement is in effect, but only in accordance with the policies that Franchisor establishes periodically and applicable law. Franchisee shall not be due any compensation based upon Franchisor use of the Franchisee Data. Franchisee may not sell, transfer, or use Franchisee Data for any purpose other than marketing CASEY'S CLEANING products and services.

(i) Indemnification With Respect to Use of Proprietary Marks. Provided Franchisee complies at all times with this Section 7, Franchisor shall indemnify Franchisee against and reimburse Franchisee for damages assessed against Franchisee, if any, based on Franchisee's use of the Marks. Otherwise, Franchisor shall not be required to indemnify Franchisee against or reimburse Franchisee for any loss or damages arising out of Franchisee's use or misuse of any Mark. Franchisor shall not indemnify Franchisee for any use or misuse of Franchisor's Copyrights, Patents, Customer Lists, or Indicia.

8. Advertising.

(a) Contributions and Expenditures. Recognizing the value of advertising and the importance of the standardization of advertising to the furtherance of the goodwill and public image of the System, Franchisor and Franchisee agree as follows:

(i) Weekly Contributions and Expenditures. Each week during the Term for which a brand fund ("Brand Fund") has been established, Franchisee shall contribute to the Brand Fund such amount as Franchisor may designate from time to time, which amount is currently one percent (1%) of the Gross Revenues (as defined on Attachment 1) of the Franchised Business, but which amount may be increased as set forth in Section 8(a)(iii). Franchisor has the sole discretion to settle or forgive any accrued and unpaid Brand Fund contributions owed by any franchisee. Franchisee shall make its weekly contribution to the Brand Fund on the date and in the manner as Franchisor may designate from time to time, including bank drafting. Franchisee agrees to make such contributions by EFT or in such other manner as the Franchisor may require, on or before the Tuesday of each week during the Term based on Franchisee's Gross Revenues from the week ending the immediately preceding Sunday, or such other date(s) identified by Franchisor with thirty (30) days' prior written notice.

(ii) Increases in Contributions. The Franchisor may increase the maximum required contribution to the Brand Fund to two percent (2%) of Gross Revenues.

(iii) Brand Fund.

(A) Use. The Brand Fund, all contributions thereto, and any earnings thereon shall be used to increase recognition of the Marks and to further

the public image and acceptance of the System, including to meet all costs of maintaining, administering, or directing, and preparing promotional and/or advertising activities. Franchisor has the sole discretion to determine how and where the Brand Fund contributions are spent to promote, enhance, or further the growth of the System, including, but not limited to, promotional marketing, public relationships, and advertising expenses, hiring marketing, public relations and advertising agencies and in-house personnel to assist in developing the CASEY'S CLEANING brand name and average unit volumes, expenses associated with listings in online search engines, subsidies of premiere/marquis businesses designed to garner media attention and promote the brand name, travel expenses in connection with promotions and marketing meetings, training, development of trademarks and trademarked materials, production of circulars, media, advertisements, coupons, and promotional materials (including point of purchase materials), technology development and enhancements for the brand, and for any other use Franchisor determines. Additionally, Franchisor can use the Brand Fund to pay for expenses incurred in developing and maintaining the CASEY'S CLEANING website and SEO software and services for the brand. Sums paid by Franchisee shall not be used to defray any of Franchisor's expenses, except for such reasonable administrative costs and overhead, if any, that Franchisor may incur in activities reasonably related to the administration or direction of the Brand Fund and promotion and advertising programs for franchisees and the System, including, among other things, the cost of personnel for creating and implementing advertising, promotional, and marketing programs.

(B) Administration. The Brand Fund is not and shall not be an asset of Franchisor or its designee. The Brand Fund is administered by Franchisor's accounting and marketing personnel under Franchisor's direction. The Brand Fund is not audited. Upon Franchisee providing ninety (90) days prior written notice, Franchisor will provide Franchisee with an unaudited accounting prepared by Franchisor, but no more than once annually. At Franchisor's option, Franchisor can create a separate entity to be the recipient of Franchisee's Brand Fund contributions and Franchisee agrees, upon Franchisor's request, to tender Brand Fund payments to said entity. Franchisor, in Franchisor's sole discretion, may spend in any fiscal year an amount greater or less than the aggregate contributions to the Brand Fund in that year, and the Brand Fund may borrow from Franchisor or other lenders to cover deficits of the Brand Fund or cause the Brand Fund to invest any surplus. Franchisee acknowledges that other franchisees may not be required to contribute to the Brand Fund or may be required to contribute at a different rate. Franchisor is not obligated to maintain the Brand Fund contributions or income earned in a separate account from other Franchisor funds.

(C) Non-Variable Payment Option. For administrative convenience and at Franchisor's option, in lieu of collecting the Brand Fund percentage designated in Section 8(a)(i), Franchisor, at its option, may designate an amount certain as a weekly payment, which will be drafted instead of the variable amount. Franchisor will use commercially reasonable efforts to have the amount certain reasonably relate to the anticipated annual Brand Fund contribution which

would otherwise be due if the exact percentage were calculated. Upon delivery by thirty (30) days' prior written notice by Franchisee to Franchisor, Franchisee can thereafter elect to abandon the sum certain contribution in lieu of the Brand Fund contribution percentage designated in Section 8(a)(i).

(D) No Proportionality. Franchisee agrees and acknowledges that contributions to the Brand Fund are intended to increase recognition of the Marks and to further the public image and acceptance of the System and that Franchisor does not undertake any obligation to ensure that expenditures from the Brand Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Brand Fund by franchisees operating in such geographic area or that Franchisee or the Franchised Business will benefit directly or in proportion to its contribution to the Brand Fund.

(E) Liability. Neither Franchisor nor any of its respective officers, directors, agents or employees, shall be liable to Franchisee with respect to the maintenance, direction or administration of the Brand Fund, including without limitation, with respect to contributions, expenditures, investments or borrowing, except for acts constituting willful misconduct. THE BRAND FUND IS NOT A TRUST FUND. FRANCHISOR SHALL HAVE NO FIDUCIARY DUTY TO FRANCHISEE IN CONNECTION WITH THE COLLECTION OR USE OF THE BRAND FUND MONIES OR ANY ASPECT OF THE OPERATION OF THE BRAND FUND. FRANCHISEE ACKNOWLEDGES AND AGREES THAT FRANCHISOR WILL HAVE NO LIABILITY TO FRANCHISEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THE BRAND FUND OR ANY ADVERTISING PROGRAMS OR FRANCHISOR'S MODIFICATION OR DISCONTINUANCE FOR ANY REASON OF THE BRAND FUND OR ANY MARKETING, BRANDING, OR ADVERTISING PROGRAMS, OR FRANCHISEE'S PARTICIPATION THEREIN.

(b) Regional Cooperative Advertising. Franchisee agrees that Franchisor shall have the right, in its sole discretion, to designate from time to time a geographical area in which the Franchised Business is located or operates for the purpose of establishing an advertising cooperative (the "Cooperative"). If a Cooperative has been established applicable to the Franchised Business at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Cooperative. If a Cooperative applicable to the Franchised Business is established at any later time during the Term, Franchisee shall become a member of such Cooperative no later than thirty (30) days after the date on which the Cooperative commences operation. In no event shall the Franchised Business be required to contribute to more than one Cooperative. The following provisions shall apply to each Cooperative:

(i) Each Cooperative shall be organized and governed in a form and manner, and shall commence operation on a date, approved in advance by Franchisor in writing.

(ii) Each Cooperative shall be organized for the purposes of producing and conducting general advertising programs and activities for use in and around the applicable geographic area and developing standardized promotional materials for use by the members.

(iii) Franchisor shall make contributions to each Cooperative of which it is a member on the same basis as required of comparable franchisees within the System.

(iv) No advertising programs or materials may be used by the Cooperative or furnished to its members, and no advertising or promotional activities may be conducted by the Cooperative, without the prior written approval of Franchisor. All such programs, materials and planned activities shall be submitted to Franchisor for approval in accordance with the procedure set forth in Section 8(f).

(v) Each cooperative shall have the right to require its members to make contributions to the Cooperative in such amounts as are determined by the governing body of the Cooperative.

(vi) Franchisee shall make its contributions to the Cooperative on the date and in the manner designated by the Cooperative. Franchisee shall also submit such statements and reports as may be designated from time to time by the Cooperative. The Cooperative shall submit to Franchisor such statements and reports as Franchisor may designate from time to time.

(vii) Notwithstanding the foregoing, Franchisor, in its sole discretion, may, upon written request of a franchisee stating reasons supporting such request, grant to any franchisee an exemption from the requirement of membership in a Cooperative. Such an exemption may be for any length of time and may apply to one or more Franchised Businesses owned by such franchisee. If an exemption is granted to a franchisee, such franchisee may be required to expend on local advertising the full amount that would otherwise be payable to the Cooperative. Franchisor, in its sole discretion, may also exempt one or more Franchised Businesses owned or controlled by Franchisor from the requirement of membership in a Cooperative for such periods as Franchisor deems appropriate.

(viii) The Cooperative is not a trust fund. Franchisor shall have no fiduciary duty to Franchisee in connection with the collection or use of the Cooperative monies or any aspect of the operation of the Cooperative.

(c) Local Advertising.

(i) Grand Opening Marketing. Franchisee shall expend to publicize the existence and opening of the Franchised Business ("Grand Opening Marketing") a minimum of Two Thousand Five Hundred Dollars ($2,500). This amount will not count toward the amount Franchisee must pay toward Franchisor's Brand Fund, but it will count toward the amount Franchisee must spend each month for local advertising as set forth in Section 8(c)(ii). Grand Opening Marketing expenditures shall be used in the manner and for the uses approved by Franchisor and shall be expended during the time period that is

thirty (30) days before the grand opening of the Franchised Business and sixty (60) days thereafter. Franchisee may expend additional amounts on such advertising, provided the form and content is approved by Franchisor as provided in Section 8(f).

(ii) Local Advertising Requirement. In addition to the Grand Opening Marketing amounts Franchisee is required to spend pursuant to Section 8(c)(i), Franchisee shall spend a minimum of One Thousand Dollars ($1,000) per month during the first and second year of the Term, and Five Percent (5%) of Franchisee's Gross Revenues per month for each year of the Term thereafter, on such local advertising as deemed advisable by the Franchisee, in accordance with the Operations Manuals; provided however, all such local advertising shall either have been prepared by Franchisor or approved by Franchisor pursuant to Section 8(f). If Franchisee fails to spend the required amount on local advertising, Franchisee must pay to the Brand Fund the amount Franchisee is required to spend on local advertising, less the amount Franchisee actually spent on local advertising that month.

(d) Supplemental Advertising. Franchisee shall have the right to conduct, at its separate expense, supplemental advertising in addition to the expenditures specified in this Section 8. All such supplemental advertising shall either have been prepared by Franchisor or approved by Franchisor pursuant to Section 8(f).

(e) Directory Advertising. Franchisee shall arrange for the listing of the Franchised Business's telephone number and email address any print or online directory designated by Franchisor under the name "CASEY'S CLEANING" or such other name as the Franchisor may designate. All advertising and promotion in such media (beyond a simple listing of name, address, and telephone number) shall be subject to Franchisor's approval. Franchisor has the right to arrange for directory listings for franchisees operating Franchised Businesses under the System and, at Franchisee's expense, for Franchisee; in which case Franchisee shall pay Franchisor as Franchisor may designate. Franchisee's rights to use and benefit from its assigned telephone number, email address, and directory listings are subject to the provisions of Section 18(i) of this Agreement.

(f) Approval by Franchisor. Any and all advertising and promotional materials Franchisee uses must be approved by the Franchisor. Prior to their use by the Cooperative or by Franchisee, all advertising and promotional materials not prepared or previously approved by Franchisor within the 90-day period preceding their intended use shall be submitted to Franchisor for approval. If approval is not received within twenty (20) days from the date of receipt by Franchisor of such materials, the materials shall be deemed disapproved by Franchisor. Franchisor may disapprove of any advertising or promotional materials at any time. Neither the Cooperative nor Franchisee shall use any disapproved advertising or promotional materials regardless of whether any such items had been previously approved by Franchisor.

(g) Franchisor Advertising. Franchisor will, from time to time, offer to provide to Franchisee such approved advertising and promotional plans and materials as Franchisor deems advisable. Franchisor expressly disclaims and Franchisee hereby acknowledges that Franchisee has not received or relied upon any warranty regarding the success of any advertising and/or promotional plans or materials recommended by Franchisor for use by

Franchisee. Further, Franchisee acknowledges and agrees that all advertising and promotional plans and materials created in whole or in part by Franchisor are and remain the exclusive property of Franchisor. Franchisor shall have the right to include promotion of available franchises in all marketing and advertising materials, including, but not limited to, signage in Franchised Business, print media, and TV or radio spots. Franchisor may from time to time expend its own funds to produce such promotional materials and conduct such advertising as it deems necessary or desirable. In any advertising conducted solely by or for Franchisor, Franchisor shall have the sole discretion to determine the products and geographical markets to be included, and the medium employed and Franchisor shall not have any duty or obligation to supply Franchisee with any advertising or promotional materials produced by or for Franchisor at its sole expense.

(h) Ownership of Advertising. Franchisor shall be the sole and exclusive owner of all materials and rights which result from advertising and marketing program produced and conducted, whether by Franchisee, Franchisor, the Cooperative or the Brand Fund. Any participation by Franchisee in any advertising, whether by monetary contribution or otherwise, shall not vest Franchisee with any rights in the Marks employed in such advertising or in any tangible or intangible materials or rights, including, copyrights, generated by such advertising. If requested by Franchisor, Franchisee shall assign to Franchisor any contractual rights or copyright it acquires in any advertising.

(i) Use of Website. Franchisee will not, directly or indirectly, establish or operate a website, web page, domain name, internet address, blog, forum or email address that in any way concerns, discusses or alludes to the Franchisor, the System or the Franchisee's Franchised Business without Franchisor's written consent, which Franchisor is not obligated to provide. Further, the Marks may not be used as part of, in conjunction with, to establish or to operate any domain names, internet addresses, blogs, forums or social media sites, unless specifically approved by the Franchisor, which approval Franchisor is not obligated to provide. Franchisee will not post, and will take such steps as necessary to ensure that its employees do not post, any information to a social media relating to the Franchisor, the System, the Marks, or the Franchised Business that (a) does not comply with the Franchisor's then-current social networking guidelines described in the Operations Manuals, (b) is derogatory, disparaging, or critical of the Franchisor, the System or the Marks, (c) is offensive, inflammatory or indecent, or (d) harms the goodwill and/or public image of the System and/or the Marks. Franchisee shall not establish or permit or aid anyone else to establish any links to any website or any other electronic or computer generated advertising or communication arrangement which Franchisor may create. Franchisee specifically acknowledges and agrees that, except for social media site postings (which will be subject to this Section), any Website will be deemed "advertising" under this Agreement, and will be subject to (among other things) Franchisor's approval under this Agreement. Franchisor shall have the right, but not the obligation, to designate one or more web page(s) to describe Franchisee and/or the Franchised Businesses, with such web page(s) to be located within Franchisor's Website. Franchisee shall comply with Franchisor's policies with respect to the creation, maintenance and content of any such web page(s); and Franchisor shall have the right to refuse to post and/or discontinue posing any content and/or the operation of any webpage. Franchisee shall not establish a separate Website, without Franchisor's prior written approval (which franchisor shall not be obligated to provide). If approved to establish a Website, Franchisee shall comply with Franchisor's policies, standards and specifications with respect to the creation, maintenance

and content of any such Website. Franchisor shall have the right to modify the provisions of this Section relating to Websites as Franchisor shall solely determine is necessary or appropriate.

(j) Online Use of Marks. Franchisee shall not use the Marks or any abbreviation or other name associated with Franchisor and/or the System as part of any e-mail address, domain name, and/or other identification of Franchisee in any electronic medium, except as permitted by Franchisor's then-current policies. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without Franchisor's prior written consent as to Franchisee's plan for transmitting such advertisements.

(k) Social Media. Franchisor may from time to time maintain one or more social media sites (e.g., www.twitter.com; www.facebook.com, or such other social media sites). Franchisee shall not establish or maintain any social media sites utilizing any user names, or otherwise associating with the Marks, without Franchisor's advance written consent. Franchisor may designate from time to time regional or territory-specific user names/handles to be maintained by Franchisee. Franchisee must adhere to the social media policies established from time to time by Franchisor and Franchisee will require all of Franchisee's employees to do so as well.

(l) Credit Card Processing. Franchisee agrees to use such credit card processing services approved by Franchisor and to purchase and maintain, at Franchisee's expense, any equipment necessary to permit such credit card processing functionality. Notwithstanding the credit card processing requirement, Franchisor does not represent, nor does it certify or warrant, to Franchisee or Franchisee's customers that the credit card processing service approved by Franchisor is compliant, whether or not certified as such, with the PCI Data Security Standards.

9. Telephone Number. Franchisee shall establish a local telephone number for the Franchised Business. Franchisee shall keep Franchisor notified as to the current telephone number for the Franchised Business. In no event shall Franchisee use such number for any other business. Franchisee further covenants that in the event it obtains any additional or substitute telephone service or telephone number at the Franchised Business, it will promptly notify Franchisor and such additional or substitute number shall be subject to the terms of this Section 9.

10. Construction, Design and Appearance: Equipment.

(a) Construction. Franchisee is solely responsible for the construction of the Premises and the Franchised Business. Franchisee will commence any required construction promptly after execution of a lease for or closing on the purchase of the Premises. Franchisee shall maintain continuous construction of the Franchised Business and Premises until completion. It is Franchisee's sole responsibility to make sure that the design and construction of the Franchised Business and the Premises are in compliance with all applicable laws including without limitation, the Americans with Disabilities Act. Franchisee shall indemnify and hold Franchisor harmless against any and all claims, actions, causes of action, costs, fees, fines and penalties, of every kind and nature, should the design and/or construction of the Franchised Business fail in any way to comply with any applicable laws, including, without the limitation, the Americans with Disabilities Act. Franchisee shall maintain the interior and exterior decor in such manner as may be prescribed from time to time by Franchisor.

(b) Signs. Franchisee shall prominently display, at its own expense, both on the interior and exterior of the Premises of any Franchised Business advertising signs in such form, color, number, location and size, and containing such Marks, logos and designs as Franchisor shall designate. Franchisee will be responsible for ordering any required signage, including an exterior sign for the Franchised Business, from an approved vendor at Franchisee's expense. Franchisee shall obtain all permits and licenses required for such signs and shall also be responsible for ensuring that all signs comply with all laws and ordinances. Franchisee shall not display in or upon the Premises any sign or advertising of any kind to which Franchisor objects.

(c) Remodeling and Re-equipping. Franchisor reserves the right to require Franchisee to generally refurbish the Franchised Business and/or the Premises at Franchisee's expense, in order to conform to the building design, trade dress, color schemes and presentation of the Marks in a manner consistent with the then-current image for CASEY'S CLEANING franchises and may include, without limitation, structural changes, installation of new materials and equipment, remodeling, redecoration, changing color schemes, and modifications and/or repairs to existing improvements. Such remodeling and re-equipping may include, without limitation, replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications, redecorating; purchasing more efficient or improved equipment; replacing the Business Vehicle with a new or used vehicle that meets Franchisor's then-current vehicle specifications; or requiring replacement of the wrap on the Business Vehicle to meet Franchisor's then-current specifications. Franchisor may require Franchisee to perform remodeling and to purchase equipment at such times as Franchisor, in its sole discretion, deems necessary and reasonable; provided, that Franchisor may not require any remodeling of the Premises more within the first five (5) years of the Term. FRANCHISEE ACKNOWLEDGES THAT EQUIPMENT, ALTERATIONS AND RENOVATIONS REQUIRED BY FRANCHISOR MAY INVOLVE SUBSTANTIAL ADDITIONAL INVESTMENT BY FRANCHISEE DURING THE TERM OF THIS AGREEMENT. In the event of Franchisee's delay, refusal, or failure to make repairs or modifications to the Premises as specified by this Section, Franchisor or its agents may enter the Premises, without further notice and without liability for trespass or other tort and with Franchisee's complete cooperation, and remove, repair, and/or replace, at Franchisee's expense, any items which do not conform to Franchisor's then-current standards and specifications or which are not in conformity with Franchisee's obligation to maintain the Franchised Business and the Premises in the highest degree of repair and condition. In addition to any and all other remedies that the Franchisor may have in law or in equity, Franchisee shall reimburse the Franchisor for all out-of-pocket expenses incurred by Franchisor in connection with any refurbishing work performed by the Franchisor pursuant to this Section, plus an administrative fee of fifteen percent (15%) of the total aggregate amount of expenses incurred by the Franchisor. In the event that the Franchisee fails to reimburse Franchisor within seven (7) days of the date Franchisee is billed for all such amounts, Franchisee authorizes Franchisor to collect all amounts due, including interest, at the rate of eighteen percent (18%) per annum or the maximum amount permitted by law, whichever is lower, and an additional ten percent (10%) late fee on the entire amount due, through electronic banking transfers as specified in this Agreement.

11. Operations, Standards of Quality, Inspections.

(a) Compliance with Specifications and Procedures. Franchisee acknowledges that the Operations Manuals are designed to protect Franchisor's Marks, brand

image, goodwill, and standards and systems, and not to control the day-to-day operation of the business. Franchisee shall comply with all rules, regulations, and directives specified by Franchisor, as well as all mandatory standards, specifications and procedures contained in the Operations Manuals, as amended from time to time.

(b) Franchisee Control. Franchisee acknowledges that it is responsible for the day-to-day operation of its Franchised Business, including hiring, setting the conditions of employment, supervision, discipline and termination of all personnel, purchases and maintenance of equipment and supplies, preparing Franchisee's own marketing plans and funding and implementing those marketing plans, maintenance of employment records, and daily maintenance, safety, security and the achievement of compliance with the Operations Manuals. Franchisor's ability to approve certain matters, to inspect the Franchised Business and its operations and to enforce its rights, exists only to the extent necessary to protect its interest in the System and the Marks. Neither the retention nor the exercise of these rights is for the purpose of establishing any control, or the duty to take control, over those matters that are clearly reserved to Franchisee.

(c) Operations Manager. Franchisee shall designate an individual to serve as the "Operations Manager" for the Franchised Business, which may be Franchisee, an owner of Franchisee or another Franchisee employee. The Operations Manager shall meet the following qualifications:

(i) The Operations Manager shall devote full time and best efforts to the supervision and conduct of the development and operation of the Franchised Business and shall agree in writing to be bound by non-compete and confidentiality provisions substantially similar to those contained in Sections 14 and 15 of this Agreement

(ii) The Operations Manager shall be approved by Franchisor and shall complete Franchisor's initial training requirements and shall participate in and complete to Franchisor's satisfaction all additional training as may be reasonably required by Franchisor. If at any time for any reason the Operations Manager no longer qualifies to act as such, Franchisee shall promptly designate another Operations Manager subject to the same qualifications set forth in this Section 11.

(d) Management of the Franchised Business. The Operations Manager shall personally devote its full time and best efforts to the management and operation of the Franchised Business in order to ensure compliance with this Agreement and to maintain Franchisor's high standards. Management responsibility shall include, without limitation, maintaining the highest standards of service, sanitation, product quality and consistency and supervising employees to ensure that the highest standard of service is provided and to ensure that Franchisee's employees deal with customers, suppliers, Franchisor, and all other persons in a courteous and polite manner. The Franchisor shall receive advanced written notice of any change in the Operations Manager.

(e) Compliance with Franchisor's Standards. Franchisee shall operate the Franchised Business through strict adherence to Franchisor's standards, specifications and policies as they now exist, and as they may from time to time be modified. Such standards and policies include, without limitation: (i) services and products offered; (ii) hours of operation for a Franchised Business; (iii) employee uniform requirements and specifications; and (iv) use of

specified emblems and Marks on uniforms, the Business Vehicle, and other products. Franchisee agrees to follow and to require its employees to follow the instructions of Franchisor.

(f) Training. It will be solely Franchisee's responsibility to ensure that all new employees and current employees are trained to perform their duties in a proper manner at the Franchised Business and Franchisee shall implement and maintain an employee training program, at Franchisee's expense, pursuant to all specifications, standards and procedures prescribed by the Franchisor. Franchisee shall ensure that all employees have all necessary certifications and credentials as required by applicable state laws and licensing regulations, and that all employees must satisfy all continuing educational training requirements as may be specified by applicable laws, regulations. In the event that the Franchisee is unable to, or fails to, provide the employee training required by this Section, Franchisor may train Franchisee's employees at Franchisee's then-current training rates, and Franchisee shall reimburse Franchisor for all expenses, including reimbursement for mileage at the then-current IRS reimbursement rate, living and travel expenses incurred by Franchisor as a result of such training. Training by Franchisor will be at reasonable times and subject to availability of Franchisor's representatives. In the event that Franchisor provides training to Franchisee's employees upon Franchisee's request, Franchisee hereby releases, indemnifies and holds harmless Franchisor and its affiliates, agents and employees from all claims, causes of action, expenses, costs, debts, fees, liabilities and damages of every kind arising out of or related to the training and/or the continuing education of Franchisee's employees as set forth herein.

(g) Employment Matters. Franchisee's employees are not Franchisor's agents or employees and Franchisor is not a joint employer of these individuals. Franchisee is solely responsible for performing all administrative functions at the Franchised Business, including payroll and providing workers' compensation insurance. Franchisee acknowledges that it is not economically dependent on Franchisor, and that Franchisor does not provide facilities, equipment or house or transport Franchisee's employees or provide to Franchisee's employees tools or materials required for Franchisee's employees to perform services for Franchisee. Franchisee shall comply with all employment laws and regulations.

(h) Employer Acknowledgment. Franchisee shall obtain from each of its employees an acknowledgment signed by such persons providing that such individual understands, acknowledges, and agrees that (i) he or she is an employee of Franchisee and not Franchisor and (ii) he or she shall look solely to Franchisee, and not to Franchisor or its affiliates, agents, or employees, for his or her compensation and for all other employment matters.

(i) Operations Manuals. Franchisor will provide Franchisee with one or more manuals which shall contain (i) the mandatory and suggested specifications, standards and operating procedures prescribed from time to time by Franchisor and (ii) information relative to other obligations of Franchisee hereunder and the operation of the Franchised Business (the "Operations Manuals"). The Operations Manuals shall at all times remain the sole property of Franchisor and shall promptly be returned to Franchisor upon the expiration, non-renewal, or other termination of this Agreement for any reason. Franchisor may, from time to time, revise the contents of the Operations Manuals. To the extent that Franchisor shall deem it necessary or appropriate, Franchisor will provide Franchisee with policy and procedure statements or other written notice of specifications standards and procedures, policies, and other standards and

specifications contained in the Operations Manuals, policy and procedure statements and other written notices as issued from time to time by Franchisor. Franchisee acknowledges and agrees that all information in the Operations Manuals, policy and procedure statements and other notices constitute confidential information and trade secrets, and shall not be disclosed at any time by Franchisee. **Franchisee shall not copy, disclose, duplicate, record or otherwise reproduce, in whole or in part, for whatever reason, the Operations Manuals or any other communication or information provided by Franchisor. Franchisor shall have the right to modify the policies and procedures of the Operations Manuals at any time, which modifications shall be binding upon Franchisee.**

(j) Variations in Standards. Because complete and detailed uniformity under varying conditions may not be possible or practical, Franchisor specifically reserves the right, in its sole discretion and as it may deem in the best interests of Franchisee or the Chain, to vary standards for the Franchised Business or any other Franchised Business in the Chain based upon peculiarities of particular locations or circumstances, including, but not limited to, density of population and other demographic factors, size of Franchisee's Territory, business practices or customs, or any other condition which Franchisor deems to be of importance to the operation of such Franchised Business or the Chain. Franchisee acknowledges that because of these factor and others, there may be variations from standard specifications and practices throughout the Chain and that Franchisee shall not be entitled to require Franchisor to grant like or similar variations or privileges to Franchisee.

(k) Franchisee Developments. Franchisor shall be deemed the owner and have the right to use and incorporate into the System for the benefit of other franchisees and Franchisor any modifications, ideas or improvements, in whole or in part, developed or discovered by Franchisee or Franchisee's employees or agents, without any liability or obligation to Franchisee or the developer thereof.

(l) Compliance with Laws. Franchisee shall at all times during the Term comply with all laws, ordinances, rules and regulations of all applicable governmental bodies, and pay any and all taxes, assessments, fines and penalties arising out of the operation of the Franchised Business, including state and federal unemployment taxes and sales taxes.

(m) Courtesy, Cooperation, Fair Dealing and Ethical Business Practices. In all dealings with customers, suppliers, Franchisor and others, Franchisee will act according to the highest standards of honesty, integrity, fair dealing and ethical conduct. At all times and under all circumstances, Franchisee and its employees shall treat all customer and other persons, including Franchisor's agents, officers, and employees with the utmost respect and courtesy, and shall fully cooperate with Franchisor and its agents, officers, and employees in all aspects of the franchise relationship. Franchisee will operate Franchisee's business in full compliance with all applicable laws, ordinances and regulations, including all licensing requirements. Franchisee will not engage in any illegal discriminatory practices. Franchisor makes no representations as to what (if any) licenses, permits, authorizations or otherwise will be required in connection with Franchisee's establishment or operation of Franchisee's business. It is Franchisee's sole responsibility to determine what licenses, permits, authorizations or otherwise are required and to obtain them, all at Franchisee's expense. Franchisee will refrain from any practice which may injure the goodwill associated with the Marks. Franchisee will notify Franchisor in writing within five (5) days of the

commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which relates to, or which may affect the operation or financial condition of, Franchisee, Franchisee's business and/or the Marks.

Franchisee agrees to comply and/or assist Franchisor in Franchisor's compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise. Franchisee agrees to comply and assist Franchisor in Franchisor's compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities, including, without limitation, the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, Franchisee agrees not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to Franchisee's business as may be required by Franchisor or by law. Franchisee confirms that Franchisee is not listed in the Annex to Executive Order 13224 and agrees not to hire any person so listed or have any dealing with a person so listed (the Annex is currently available at http://www.treasury.gov). Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such laws, orders and/or regulations, and specifically acknowledge and agree that Franchisee's indemnification responsibilities as provided in Section 19 of this Agreement pertain to Franchisee's obligations hereunder.

(n) Business Relations. Franchisee shall at all times operate the Franchised Business in a financially sound, prudent and business-like manner and, without limiting the generality of the foregoing, pay all its bills and accounts promptly when due and shall take no action, or omit to take any action, the result of which would be to tend to disrupt, damage or jeopardize Franchisee's relationship with suppliers or customers, Franchisor's good reputation, or the good reputation of Franchisor's other licensees. Franchisee will not engage in any trade practice or other activity which is harmful to the goodwill or reflects unfavorably on the reputation of Franchisee, Franchisor, the Franchised Business, the Marks, the services and/or products sold at the Franchised Business, or constitutes deceptive or unfair competition or otherwise is in violation of any applicable laws.

(o) Crisis Situations. Franchisee shall notify Franchisor immediately upon the occurrence of any situation that may have a material impact on the Franchisee, Franchisor, Franchised Business, or which could have a deleterious effect on the CASEY'S CLEANING brand, Marks or System. Franchisee shall follow all of Franchisor's policies, procedures, and instructions in every such situation, including, without limitation, managing public relations and communications, as directed by the Franchisor or as specified in the Operations Manuals, whether or not Franchisee has retained outside counsel or a public relations firm to assist with such matters.

(p) Change in Marital Status. In the event that the Franchisee is an individual and is married at the time this Agreement is signed, both spouses must sign this Agreement, and if any one or more of the personal guarantors of the Franchisee is married, both spouses must sign the personal guaranty attached as Attachment 3 to this Agreement. Further, should the marital status of Franchisee or one or more of the personal guarantors change during the Term, Franchisee shall promptly inform Franchisor of that change and Franchisee agrees that any new spouse will sign this Agreement either as a Franchisee or as a personal guarantor, whichever is applicable.

(q) Books and Records; Financial Reporting.

(i) Books and Records. Franchisee shall maintain during the term of this Agreement, and shall preserve for at least five (5) years from the dates of their preparation, and shall make available to Franchisor at Franchisor's request and at Franchisee's expense, full, complete and accurate books, records, and accounts in accordance with generally accepted accounting principles. Franchisee shall maintain such records, unless otherwise authorized by Franchisor, at the Franchised Business Premises. Franchisee agrees at all times to use the chart of accounts and accounting procedures established from time to time by Franchisor.

(ii) Submission of Performance Reports. Franchisee shall submit to Franchisor, for review or auditing the following performance reports: (a) Gross Revenues reports and performance reports for the previous Monday through Sunday; and (b) monthly financial statements, including a balance sheet and income statement, and such forms, reports, records, information, and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor, including without limitation, by electronic telecommunications data transmission methods, upon request and as specified from time to time in the Operations Manuals or otherwise in writing. If Franchisee prepares and submits to Franchisor monthly profit and loss statements, Franchisor may require Franchisee to have a certified public accountant review such statements on a quarterly basis, the expense of which shall be borne entirely by the Franchisee, and then submit such quarterly reviews to the Franchisor. Franchisee also shall immediately notify Franchisor in writing when one or more liens or judgments are filed against the Franchisee, the Franchised Business and/or any of the personal guarantors (if any) under this Agreement.

(iii) Submission of Financial Statements and Tax Returns. Franchisee shall, Franchisee shall submit, within sixty (60) days following the close of business of Franchisee's fiscal year, copies of a balance sheet, profit and loss statement and cash flow report prepared and certified by a certified public accountant which cover the previous twelve (12) months of operations of the Franchised Business. The statements shall include a statement of income and a balance sheet certified by Franchisee as true and correct and shall be furnished within forty-five (45) days after the end of each fiscal year of the Franchised Business. The fiscal year of the Franchised Business must coincide with the calendar year. Franchisee also shall submit, within five (5) days of their filing, its federal and state tax returns for each year during the term of this Agreement; provided, however, that if Franchisee is not a corporation or partnership, Franchisee may, at its option, submit only those schedules to its personal tax filings which reflect the revenues and expenses of the Franchised Business.

(iv) Audit of Franchisee's Records. Franchisor or its designated agents shall have the right at all reasonable times to examine and copy, at Franchisor's expense, the books, records, and tax returns of the Franchised Business and remove copies thereof from the Franchised Business premises. Franchisor shall also have the right at any time, at Franchisor's expense, to have an independent audit made of the Franchised Business books, records and accounts. If any inspection or audit reveals that an underpayment exists,

Franchisee shall immediately pay to Franchisor the amount owing to Franchisor, as determined by the inspection or audit. Upon discovery of an understatement of three percent (3%) or more, in addition to prompt payment of the underreported amount, Franchisee shall reimburse Franchisor for any and all expense connected with such inspections or audits, including but not limited to reasonable accounting and legal fees as well as interest as provided for in Section 3(a)(ii) of this Agreement. Such payments shall be without prejudice to any other remedies Franchisor may have under this Agreement or otherwise at law. If a discrepancy of less than three percent (3%) is revealed, Franchisor will bear the costs of the audit.

(v) Forms. Franchisee will use only such forms, including, without limitation, those used in and generated by the required Software, as are approved by Franchisor in the Operations Manuals or otherwise in writing. Franchisee will obtain all forms specified by Franchisor and/or the required software, at Franchisee's expense, from suppliers approved by Franchisor. Franchisor may maintain and make available to the Franchisee all or a portion of such forms on the intranet system in addition to, or in lieu of, providing hard copies to the Franchisee.

(vi) Payroll. At Franchisor's request, Franchisee will use a payroll service designated by Franchisor, or another service approved in writing by Franchisor, at Franchisor's discretion, which will include as part of its service the impounding and payment of all employee withholding taxes payable to the Internal Revenue Service and state and local taxing authorities. Franchisee will be responsible for all charges related to the payroll service. In addition, upon Franchisor's request Franchisee must submit copies of all quarterly Forms 941 and all proofs of payment related thereto to Franchisor within ten (10) days of the date such forms and payments are submitted to pertinent governmental agencies.

(r) Inspections. Franchisor and its agents have the right to enter the Franchised Business, with or without notice, in person or remotely via communications technology, in order to inspect, photograph, and/or videotape on-going new construction or leasehold improvements, equipment and operations, and the performance of any and all services provided in and around the Franchised Business and/or the Premises to ensure compliance with all requirements of this Agreement. Franchisee will cooperate with Franchisor's representatives in those inspections by rendering whatever assistance Franchisor may reasonably request, including using communications or audiovisual technology, such as a smartphone, to facilitate the remote inspection by Franchisor or Franchisor's agents and the assistance necessary to enable Franchisor to contact and interview contractors, vendors and suppliers, as well as Franchisee's customers and former customers. Upon reasonable notice from Franchisor, and without limiting Franchisor's other rights under this Agreement, Franchisee will take such steps as may be necessary to correct the deficiencies detected during any such inspection, including without limitation immediately correcting any problems with construction or leasehold improvements, and immediately desisting from the further use of any equipment, advertising materials, products, or materials that do not conform to Franchisor's then-current plans and specifications, the Operations Manuals, or other standards or requirements, and to repair or replace anything in the Franchised Business that does not so conform. Franchisee acknowledges and agrees that any and all inspections by Franchisor and all demands made by Franchisor to correct deficiencies and conform to Franchisor's standards

and specifications will not constitute a representation or warranty by Franchisor that the Franchised Business or its accounting practices comply with applicable laws, codes, ordinances, regulations or governmental standards. Upon reasonable written notification from Franchisor of a scheduled inspection, one of Franchisee's Owners must be present during such inspection.

(s) Computer/Scheduling System. Franchisee, at its expense, shall purchase or lease and thereafter maintain such computer hardware and software, smartphone, tablet, broadband high-speed internet service, active e-mail account, required dedicated telephone and power lines, modem(s) printer(s), and other computer-related accessories or peripheral equipment as Franchisor specifies, for the purpose of, among other functions, recording sales and other record keeping and central functions as well as training and promotion or compliance with system standards. Franchisor has the right to require Franchisee to connect to its computer or wireless system. If required, Franchisee shall provide such assistance as may be required to connect its computer/scheduling system with Franchisor's computer or wireless system. Franchisor shall thereafter have the right from time to time and at any time to retrieve and use for any purpose such data and information from Franchisee's computer/ scheduling system Franchisor, in its sole and exclusive discretion, deems necessary or desirable. In view of the contemplated interconnection of computer/ scheduling systems and the necessity that such systems be compatible with each other, Franchisee expressly agrees that it will strictly comply with Franchisor's standards and specifications for all item(s) associated with Franchisee's computer/ scheduling systems. Franchisor shall have no liability to Franchisee as a result of Franchisor access or failing to access the computer/ scheduling system.

(t) Maintenance of Telephone/Computer/Scheduling Systems. Franchisee will secure and maintain separate business telephone lines for telephone, email and facsimile use at the Franchised Business as specified by Franchisor in the Operations Manuals or otherwise. Franchisee will also secure and maintain high speed Internet connection at the Franchised Business as specified by Franchisor in the Operations Manuals or otherwise. Franchisee will provide continuous telephone answering coverage by an employee whenever the Franchised Business is open for business. Franchisee will be solely responsible for the payment of all bills which result from the use and/or maintenance of the telephone lines and Internet connections at the Franchised Business and the operation of all computer hardware and software associated with the computer/scheduling system. Franchisee will additionally acquire and maintain a computer system, as well as all software and telecommunications infrastructure as required by the Operations Manuals, for maintaining the computer/scheduling system. The computer system shall meet or exceed the minimum requirements periodically prescribed by Franchisor, including all hardware, software, and Internet, Intranet and email connections specified by Franchisor. Such requirements will be updated from time to time as deemed necessary by Franchisor in accordance with changing technology and industry standards. Franchisee must periodically update, as required by the Franchisor and/or the software manufacturer, all software purchased for and installed on the computer system, solely at the Franchisee's expense. Franchisor shall have the right to access all information related to the operation of the Franchised Business from a remote location, without the need for Franchisee's consent, at the times and in the manner prescribed by Franchisor.

(u) Franchise Advisory Council. Franchisor may, but is not obligated to, form a Franchise Advisory Council selected by Franchisor in Franchisor's sole discretion, which shall provide Franchisor input as Franchisor may request from time to time ("FAC"). The FAC exists

at Franchisor's pleasure, and Franchisor is not obligated or bound by any input provided by the FAC. The FAC will consist of franchisees in full compliance with this Agreement and/or Franchisor's representatives. Franchisor has the right to add or remove members of the FAC in Franchisor's sole discretion.

(v) Data Protection; Privacy.

(i) Data Protection and Security Policies. Franchisee shall comply with, or, as applicable, adopt policies consistent with the then-current version of Franchisor's data protection and security policies as may be described in Franchisor's Operations Manual ("Data Protection and Security Policies"). Such policies may govern how Franchisee Data and Personal Information (as defined below) contained in such data shall be accessed, shared, stored, protected, disposed of, or destroyed. Franchisor has the right, but not the obligation to create such Data Protection and Security Policies. Franchisee acknowledges that Franchisor may supplement, modify or amend the Data Protection and Security Policies from time to time in its sole discretion, and that Franchisee shall comply with such modifications or amendments within thirty (30) days of notice from Franchisor. Franchisor may require Franchisee to institute a data privacy policy for its Franchised Business. Franchisee shall not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy.

(ii) Privacy Laws. Franchisee warrants and represents and covenants that it shall comply with (i) applicable prevailing industry standards concerning privacy, data protection, confidentiality and information security, including, without limitation, the then-current Payment Card Industry Data Security Standard of the PCI Security Standards Council (the "PCI-DSS"), (ii) those Security and Data Protection Policies mandated by the Operations Manual, if any, and (iii) all applicable international, federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of Personal Information (collectively, "Privacy Laws").

(iii) Marketing; Consumer Protection. Franchisee warrants and represents not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Franchisor's written consent as to: (a) the content of such e-mail advertisements or solicitations; and (b) Franchisee's plan for transmitting such advertisements. In addition to any other provision of this Agreement, Franchisee shall be solely responsible for compliance with all laws pertaining to e-mails, including, but not limited to, the U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003"), and to use of automatic dialing systems, SMS text messages, and artificial or prerecorded voice messages, including but not limited to the Telephone Consumer Protection Act of 1991 ("TCPA"). Franchisee must comply with the Fair and Accurate Credit Transactions Act (FACTA) and all other consumer protection laws and regulations.

(iv) Security Breach. Franchisee shall cooperate with Franchisor in any audit that Franchisor may conduct from time to time of its data storage and management

systems and Franchisee's storage of Personal Information. In addition, if Franchisee becomes aware of any actual or suspected unauthorized access, processing, loss, use, disclosure, alteration, destruction or other compromise or acquisition of or access to any information, whether such information is stored in paper or electronic form, (i) that can be used to identify, locate or contact an individual, including but not limited to Franchisee's employees and customers (collectively, "Personal Information"); (ii) that is subject to any of the Privacy Laws and/or PCI-DSS; or (iii) that might reasonably expose Franchisor to any harm or prejudice of any type or actual or suspected intrusion by an unauthorized third party into Franchisee's or Franchisor's computers, networks, servers, IT resources, or paper files (a "Security Breach"), Franchisee shall immediately notify the Franchisor's President via telephone of such matter and shall thereafter cooperate with Franchisor to investigate and remedy such matter. Except to the extent required by applicable law, no public disclosure of any instance of such unauthorized access or breach shall be made by Franchisee unless Franchisor has authorized the provision of notice and the form of such notice in writing. Franchisee shall reimburse Franchisor for all reasonable Notification and Remediation Related Costs (hereinafter defined) incurred by Franchisor arising out of or in connection with any such Security Breach that is directly or indirectly caused by Franchisee or its personnel. "Notification and Remediation Related Costs" shall include Franchisor's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (i) preparation and mailing or other transmission of legally required notifications to affected individuals, regulators and attorneys general; (ii) preparation and mailing or other transmission of such other communications to customers, agents or others as Franchisor deems reasonably appropriate; (iii) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (iv) engagement of information technology consultants, public relations and other similar crisis management services; (v) payment of legal and accounting fees and expenses associated with Franchisor's investigation of and response to the Security Breach; and (vi) payment of costs for commercially reasonable credit reporting services that are associated with legally required notifications or are advisable under the circumstances. Franchisee agrees to hold harmless, defend and indemnify Franchisor and its officers, directors, agents, and employees from and against any and all losses, expenses, judgments, claims, attorney fees and damages arising out of or in connection with any claim or cause of action in which Franchisor shall be a named defendant and which arises, directly or indirectly, out of the operation of, or in connection with a Security Breach or Franchisee's or Franchisee's officers, directors, agents or employees' violation of any Privacy Law or regulation, consumer protection-related law or regulation, e-mail marketing and other marketing laws and regulations, and the PCI-DSS.

(v) Inspection. Franchisor, through its employees and/or any agents designated by Franchisor from time to time, may at any time during business hours, and without prior notice to Franchisee enter upon and inspect the Franchised Business premises and examine Franchisee's computer hardware, software, databases, business records and other supporting records and documents in order to verify compliance with its Data Protection and Security Policies, and Privacy Laws. Any such inspection shall be made at Franchisor's expense, provided that if such inspection is necessitated by Franchisee's repeated or continuing failure to comply with the Data Protection and Security Policies,

Privacy Laws, this Agreement or the Franchise Agreement, Franchisor may charge Franchisee for the costs of making such inspection, including without limitation, travel expenses, room and board, and compensation of Franchisor's employees and/or agents.

(vi) Personal Information Requests. Franchisee shall fully comply with Data Protection and Security Policies as they relate to requests regarding individuals' personal information, as it may be defined under international, federal, state, and local law. If requested by Franchisor, Franchisee must cooperate or coordinate with Franchisor to identify personal information Franchisee has accessed, collected, retained, or used in any way.

(vii) Use of Personal Information. Franchisee shall not use, disclose, retain, transfer, share, or sell Personal Information, or personal information as it may be defined under international, federal, state, and local law, unless such action is permitted by (i) the terms of this Agreement, (ii) the terms of the Data Protection and Security Policies, (iii) the standards in the Operations Manual, or (iv) written approval of Franchisor.

(w) Business Vehicle. Franchisee must own or lease a vehicle as specified in the Operations Manual ("Business Vehicle"). Franchisee may be required by Franchisor to refurbish, repaint, re-brand, repair, or otherwise update, or replace such Business Vehicle at any time, in Franchisor's sole discretion, and at Franchisee's sole cost. Franchisor's approval of a Business Vehicle will not constitute a representation or warranty as to the safety of the Business Vehicle, nor does it constitute a representation or warranty by Franchisor that the Business Vehicle complies with applicable laws, codes, ordinances, regulations or governmental standards.

12. Products; Services.

(a) Products and Supplies. In the operation of the Franchised Business, Franchisee shall use and sell only those products, materials, supplies, equipment, and technology that have been specifically designated or approved by Franchisor. Franchisee shall obtain all products, materials, supplies, equipment, and services that are used in operation of the Franchised Business from suppliers that Franchisor shall have specifically designated or approved. Franchisee may be required to purchase from Franchisor certain products or services, or Franchisor may designate an affiliate as the designated supplier of any products, materials, supplies, equipment, technology, or service used in the operation of the Franchised Business. Franchisor may designate exclusive suppliers for any products, materials, supplies, equipment and service. Franchisor or its affiliates may receive payments or other compensation from suppliers on account of the suppliers' dealings with Franchisor, Franchisee, or other franchised businesses in the System. Franchisor may use any amounts that it receives from suppliers for any purpose that Franchisor deems appropriate. Franchisor and its affiliates may negotiate supply contracts with its suppliers under which Franchisor is able to purchase products, equipment, supplies, and services at a price lower than that at which franchisees are able to purchase the same items. Franchisor may, from time to time, amend the list of approved products and suppliers, and Franchisee must comply with any such changes within 30 days after receiving notice of the change.

(b) Services. Franchisee agrees that it will offer and sell only those services specifically designated or approved by Franchisor.

(c) Pricing. Franchisee shall have the right during the Term to set prices provided that, subject to applicable antitrust laws, such pricing: (1) complies with any minimum or maximum prices set by Franchisor; and (2) complies with any prices specified by Franchisor; and (3) conforms to any bona fide promotional programs or national or regional accounts programs periodically established by the Franchisor. Any pricing policies established by Franchisor will apply to all franchisees within Franchisee's market. Franchisor retains the right to modify its pricing policies from time to time in its sole discretion. Franchisee must provide to Franchisor a price list containing all of the prices charged for the products supplied by the Franchised Business. The price list must be updated and supplied to Franchisor every time Franchisee alters its prices and, in any event, at least annually.

(d) System Changes. Franchise acknowledges that the System, the services, and products offered by the Franchised Business may be modified (such as, but not limited to, the addition, deletion, and/or modification of operating procedures, products, and services) from time to time by Franchisor; and Franchisee agrees to comply, at its expense, with all such modifications, including, without limitation, all requirements needed to implement the modifications. Franchisee agrees there is no limit to Franchisor's ability to modify the System.

13. Transfer; Franchisor's Right of First Refusal.

(a) Transfers by Franchisor. This Agreement, and any and/or all of Franchisor's rights and/or obligations under it, are fully transferable by Franchisor in Franchisor's sole discretion and will inure to the benefit of any person or entity to whom Franchisor transfers it, or to any other legal successor to Franchisor's interest in this Agreement. If Franchisor transfers this Agreement, or any and/or all of Franchisor's rights and/or obligations under it, all past, current and future obligations of Franchisor to Franchisee will cease and be forever extinguished. Franchisor shall be released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment, and Franchisee's obligations and duties shall be and will remain the same notwithstanding any such assignment. Franchisor may be sold and/or Franchisor may sell any or all of its assets to a competitive or other entity; or Franchisor may participate in an initial, or other, public offering or private placement of Franchisor's stock; may merge, acquire other entities and/or assets (competitive or not); may be acquired by a competitive or other entity; and/or may undertake any refinancing, leveraged buy-out and/or other transaction. Franchisee waives any and all claims, demands and/or damages with respect to any transaction or otherwise allowed under this section or otherwise.

(b) Transfers by Franchisee. The rights and interest of Franchisee under this Agreement are and shall remain personal to Franchisee. Franchisee recognizes that Franchisor has granted the License in reliance on the business and financial capacity and other attributes of Franchisee, the personal skill, qualifications and representations of equity owners of Franchisee (the "Owner(s)") and in reliance upon Section 14, 15 and 23 of this Agreement. Therefore, neither Franchisee's interest, rights or privileges in the Agreement, the License or the Franchised Business, nor the Owner's interest in Franchisee or the Owner(s), in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, in any manner, except as provided in this Section 13. Notwithstanding the foregoing, an Owner may transfer all or a portion of his interest in Franchisee to another Owner or to Franchisee (such person or entity being referred to as a "Permitted Transferee") and such a transfer shall not be subject to the restrictions of this

Section 13, including but not limited to the transfer fee set forth herein; provided, however, Franchisee shall promptly notify Franchisor of any such transfer. For purposes of this Agreement, the term "transfer" shall mean any issuance, sale, assignment, gift, pledge, mortgage or any other encumbrance (other than a lien against Franchisee's assets to secure a loan for the construction, remodeling, equipping or operation of the Franchised Business), transfer by bankruptcy, transfer by judicial order, merger, consolidation share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary.

(c) Franchisor's Right of First Refusal. Franchisee or Owner, as applicable, shall give Franchisor forty-five (45) days prior written notice of any intended transfer of any of its rights or interest in the Franchised Business or Franchisee. Such notice shall set forth the name of the proposed transferee and a detailed statement of all the terms and conditions of such intended or proposed transfer. Irrespective of the qualifications or acceptability of any prospective transferee, Franchisor shall have the first right and option to purchase the interest at a price equal to the fair market value of such non-cash consideration plus the amount, if any, of consideration using fair and reasonable methods. Franchisor shall make such determination as promptly as practicable, but in no event later than thirty (30) days after it has received the notice of the intended transfer. If Franchisee disagrees with the value as determined by Franchisor, then Franchisee and Franchisor shall each hire an appraiser (or a single appraiser, if they so agree) to value the non-cash consideration. If the appraisals are within twenty percent (20%) of each other, then the difference between the two shall be equally divided to establish the price at which Franchisor may exercise its first right and option. If the difference between the appraisals is greater than twenty percent (20%), then the issue of the fair market value of such consideration shall be determined by a third appraiser selected by the other two appraisers and who decisions shall be final, except that it may not be lower or higher than the lowest appraisal and highest appraisal, respectively, determined by the first two appraisers. Within thirty (30) days after Franchisor receives notice of a proposed transfer for no consideration or solely for cash, or if the proposed transfer will not be solely for cash, within ten (10) days after a determination is made of the fair market value of the non-cash consideration, Franchisor will notify Franchisee and the Owner, if applicable, in writing that it is (a) exercising its right of first refusal, (b) approving the transfer pursuant to Section 13(c)(i) or (c) denying approval of the transfer pursuant to Section 13(c)(i).

(i) Approval of Transfers. If Franchisor decides not to exercise its right of refusal, Franchisor shall have the right to approve or disapprove the proposed transfer; provided, however, Franchisor's consent shall not be unreasonably withheld as provided in Section 13(d). If Franchisor approves the transfer in writing, Franchisee (or Owner, as applicable) may make the proposed transfer on the exact terms and conditions specified in Franchisee's notice to Franchisor within sixty (60) days after the expiration of Franchisor's right of first refusal. If the transfer is not consummated within such 60-day period, Franchisee may not thereafter transfer such interest without again complying with this Section 13.

(d) Conditions on Transfer. Franchisor agrees that it will not unreasonably withhold its consent to a proposed transfer if all the following conditions are satisfied:

(i) Franchisor shall have decided not to exercise its right of first refusal as provided in Section 13(c);

(ii) Franchisee is in full compliance with this Agreement and there are no uncured defaults by Franchisee hereunder, and all debts and financial obligations of Franchisee under this Agreement are current, including Franchisee's obligations to the Brand Fund, each Cooperative of which Franchisee is a member, and all vendors, including, if applicable, Franchisor;

(iii) The proposed transferee executes such documents as Franchisor may reasonably require to evidence that it has assumed the obligations of Franchisee under this Agreement, including, but not limited to, the then-current version of the Franchise Agreement, and if required by Franchisor, the proposed transferee executes, and in appropriate circumstances, causes such other parties as Franchisor may require to execute, Franchisor's then-current ancillary agreements to this Agreement, which documents may be substantially different than those executed contemporaneously with the execution of this Agreement, provided, however, that the royalty rate, Brand Fund and advertising expense payable by the transferee will not be increased to an amount which is greater than that which is required to be paid system-wide by Franchisor's new franchisees, the transferee will not be required to pay an additional Initial Franchise Fee and the protected territory of the Franchised Business, as designated in this Agreement will remain the same. The franchise agreement between Franchisor and Franchisee will terminate once an approved transfer is completed;

(iv) Franchisee and all of the personal guarantors of this Agreement, if any, execute a general release, in a form prescribed by Franchisor, releasing Franchisor and its affiliates, predecessors, successors and assigns, and their respective members, managers, officers, directors, owners and employees, in their corporate and individual capacities, from any and all claims, causes of action, demands, debts, liabilities, obligations, fees, costs and expenses, including without limitation, claims and causes of action arising under federal, state and local laws, rules, regulations and ordinances, arising prior to and including the date the Transfer becomes effective.

(v) Prior to the date of the proposed transfer, the proposed transferee's principal operator and managers undertake and complete, to the satisfaction of Franchisor, such training and instruction as Franchisor shall deem necessary;

(vi) Franchisor is satisfied that the proposed transferee (and if the proposed transferee is an entity, all owners of any interest in such entity) meets all of the requirement for Franchisor's new franchisees applicable on the date Franchisor receives notice of the proposed transfer and including, but not limited to, good reputation and character, business experience, management experience, and financial strength and liquidity;

(vii) The Owner(s) transferring an interest in Franchisee acknowledges and agrees in writing that it is bound by Section 14, 15 and 23 of this Agreement, and all Owners and Guarantors sign general releases in the form Franchisor requires;

(viii) Franchisee or the Owner, as applicable, pays to Franchisor a transfer fee equal to the greater of 50% of the then-current franchise fee or Twelve Thousand Five

Hundred Dollars ($12,500). Such fee must be deposited with Franchisor on a non-refundable basis on Franchisee's notification to Franchisor of the proposed transfer and prior to Franchisor's undertaking any review, drafting of documents, training or other activities. If Franchisor does not approve the transfer, Franchisee's transfer fee will be returned to Franchisee minus Franchisor's expenses incurred (including legal fees) for review and consideration of the transfer;

(ix) The proposed transferee and all owners of any interest in a transferee that is an entity provided Franchisor, at least forty-five (45) days prior to the proposed transfer date, copies of financial statements for the preceding three years, and where applicable, its certificate of incorporation and bylaws (and any amendments or modifications thereof), minutes and resolutions and all other documents, records and information pertaining to the transferee's existence and ownership;

(x) Within the time specified by Franchisor, Franchisee, at its expense, shall refurbish the Franchised Business, as necessary, to conform the Franchised Business to Franchisor's then-current standards and specifications, including, without limitation, specifications regarding, size, color, trade dress, presentation of the Marks, fixtures, flooring, carpeting, and installed equipment;

(xi) If Franchise consists of one or more individual(s), Franchisee may Transfer its interest under this Agreement to a corporation, limited liability company or other legal entity so long as: (1) the legal entity is owned entirely by all of the original individual franchisees or personal guarantors hereof; (2) each and all of the obligations of Franchisee and the new legal entity are personally guaranteed by the original individual franchisees or personal guarantors hereof; (3) Franchisor receives prior written notice of the Transfer along with a complete set of the new legal entity's filed, date stamped formation documents; and (4) Franchisee and the new legal entity enter into a written assignment and assumption agreement in a form prescribed by Franchisor pursuant to which the new legal entity assumes and agrees to discharge all of Franchisee's obligations under this Agreement; and

(xii) Franchisor's consent to a Transfer of any interest in Franchisee or the Franchised Business granted through this Agreement will not constitute a waiver of any claims it may have against the transferring party, nor will it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

(e) **Transfer of License.** Franchisee may not transfer its rights and interest in this Agreement and/or the License without the prior written consent of Franchisor, which consent may be granted or denied in the reasonable discretion of Franchisor. In the event Franchisor approves a transfer pursuant to this Section 13(e), the following requirements shall be met prior to the approved transfer:

(i) The proposed transferee shall execute such documents as Franchisor may reasonably require to evidence that it has assumed the obligations of Franchisee under this Agreement, and any then-current ancillary agreements, which documents may be

substantially different than those executed contemporaneously with the execution of this Agreement;

(ii) The Franchisee acknowledges and agrees in writing that it is bound by Sections 14, 15 and 23 of this Agreement; and

(iii) Franchisee pays a transfer fee equal to the greater of 50% of the then-current franchise fee or Twelve Thousand Five Hundred Dollars ($12,500).

(f) Ownership and Structural Changes. Except for transfers between Permitted Transferees, any ownership or structural changes in Franchisee including but not limited to, any merger, reorganization, issuance of additional shares or classes of stock or additional partnership interests, shall constitute and be deemed a transfer and shall be subject to the provisions of Section 13(d). If Franchise consists of one or more individual(s), Franchisee may Transfer its interest under this Agreement to a corporation, limited liability company or other legal entity so long as: (1) the legal entity is owned entirely by all of the original individual franchisees or personal guarantors hereof; (2) each and all of the obligations of Franchisee and the new legal entity are personally guaranteed by the original individual franchisees or personal guarantors hereof; (3) Franchisor receives prior written notice of the Transfer along with a complete set of the new legal entity's filed, date stamped formation documents; and (4) Franchisee and the new legal entity enter into a written assignment and assumption agreement in a form prescribed by Franchisor pursuant to which the new legal entity assumes and agrees to discharge all of Franchisee's obligations under this Agreement.

(g) Death/Incapacity/Dissolution. Franchisor shall have the right to determine, in its reasonable business judgment, the mental or physical incapacity of Franchisee or of any individual holding an interest in the Franchisee. In the event of such a determination of mental or physical incapacity, the holder of such interest or any duly appointed guardian must promptly decide whether to retain the interest in the Franchised Business and, if necessary, select a qualified manager to direct its operation. The persons with such interest or such guardian may then apply to Franchisor for the right to retain that interest for the duration of the Term and any renewals of this Agreement. Likewise, if Franchisee is a corporation, partnership or other entity, upon the death or incapacity, determined at Franchisor's discretion, of an Owner or dissolution of Franchisee, the executor, administrator, conservator, trustee or other representative of such person or entity shall comply with the right of first refusal and consent provision set forth in this Section 13; provided that if the transferee is a Permitted Transferee, Franchisor's right of first refusal and right to consent shall not apply and no transfer fee shall be payable. Further, if the transferee is required to be approved and is approved, and the transfer involves less than twenty-five percent (25%) of the ownership of Franchisee, no transfer fee shall be payable. If a Franchisee is one or more individual and any such person dies or becomes permanently incapacitated, and if the law of the jurisdiction where the Franchised Business is located so provides, nothing contained in this Section 13(g) shall deny the spouse, heirs or personal representative of such a Franchisee the opportunity to participate in the ownership of the Franchised Business for a reasonable time after the death or incapacity of Franchisee, provided that the spouse, heirs or personal representative execute an acknowledgement that this Agreement is valid and in effect. If the transfer fails to occur within nine (9) months of the date of death, incapacity, or dissolution, then the license to operate the Franchised Business shall terminate.

14. Covenants Against Unfair Competition.

(a) Franchisee's Non-Compete and Non-Solicit – During Term. Franchisee acknowledges it will receive valuable, specialized training and Confidential Information (as defined in Section 14(d)) regarding the service, operational, sales, promotional, and marketing methods of the CASEY'S CLEANING concept that Franchisor has developed through monetary and other resource expenditures that provide competitive advantages to Franchisor's System. During the Term, Franchisee and its Owners will not, without Franchisor's prior written consent for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(i) own, manage engage in, be employed by, advise, make loans to, or have any other interest in, as a partner, owner, officer, executive, managerial employee, director, sales person or consultant for, or offer or grant franchises or licenses for, any business or commercial activity that performs services that are the same as or similar to those offered by CASEY'S CLEANING businesses, including, residential or commercial cleaning services, or which offers products or merchandise that are the same as or similar to those offered by CASEY'S CLEANING businesses ("Competitive Business");

(ii) offer or grant franchises or licenses for any Competitive Business; or

(iii) perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

(iv) solicit, divert or attempt to solicit or divert any customer that has done business with or has been a customer of Franchised Business at any time during the term of this Agreement, to any Competitive Business, by direct or indirect inducement or otherwise, as Franchisee agrees that all goodwill associated with Franchisee's operation under the Marks and the System, and all customer information associated therewith, inure to Franchisor; or

(v) use any vendor relationship established through Franchisee's association with Franchisor for any purpose other than to purchase supplies, products, equipment, merchandise, or services for use or retail sale in the Franchised Business.

(b) Franchisee's Non-Compete and Non-Solicit – Post-Term. In partial consideration for Franchisor allowing Franchisee to license Franchisor's Marks and Confidential Information, Franchisee and each of the Franchisee's Owners covenant and agree that for a period of two (2) years after the termination, expiration, or non-renewal of this Agreement, regardless of the reason for such termination, expiration, or non-renewal ("Restrictive Period"), Franchisee and its Owners shall not, within the Restrictive Territory (as defined in Section 14(c) below) engage in any of the following:

(i) engage in any Competitive Business as franchisee or licensee; or

(ii) franchise or license any Competitive Business to any person or party; or

(iii) own, manage, operate, or have any operational or management authority in any Competitive Business; or

(iv) engage in any Competitive Business as an employee, consultant, or independent contractor in any capacity in which Franchisee or its Owners would be in a position to use or disclose Confidential Information of Franchisor; or

(v) become interested in any such Competitive Business as an owner, partner, shareholder, member, director, officer, consultant, lender, or principal; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Section 14(b) so long as Franchisee does not own themselves or through their spouses or partners more than one percent (1%) of the securities of such corporation; or

(vi) solicit, divert, or attempt to solicit or divert to any Competitive Business any customer located within the Restrictive Territory with whom Franchisee had any business relationship as of the termination, expiration, or non-renewal of this Agreement or within one (1) year preceding the termination, expiration, or non-renewal of this Agreement; or

(vii) solicit, divert, or attempt to solicit or divert any persons who were employees or independent contractors associated with the Franchised Business as of the termination, expiration, or non-renewal of this Agreement for, or on behalf of any Competitive Business to work with any Competitive Business; or

(viii) solicit, divert, or attempt to solicit or divert any persons who were employees or independent contractors of Franchisor, Franchisor's affiliates, or Franchisor's other franchisees at the time of the termination, expiration, or non-renewal of this Agreement for, or on behalf of, any Competitive Business to work for any Competitive Business.

(c) **Restrictive Territory.** For purposes of this Section 14, the term "Restrictive Territory" means the following:

(i) At the Location of the Franchised Business; or

(ii) The Territory served by Franchisee (as defined in Attachment 2) as that Territory exists on the date of termination, expiration, or non-renewal of this Agreement; or

(iii) The territories in which Franchisor or its affiliates operate any CASEY'S CLEANING businesses or locations as of the date of termination, expiration, or non-renewal of this Agreement; or

(iv) The territories of any of Franchisor's other CASEY'S CLEANING franchisees as those territories exist as of the date of termination, expiration, or non-renewal of this Agreement; or

(v) An area which is within a twenty-five-mile radius of:

(A) The Location of the Franchised Business as of the date of termination, expiration, or non-renewal of this Agreement, or

(B) The location of any other CASEY'S CLEANING location owned by Franchisor or its affiliates or franchisees as of the date of termination, expiration, or non-renewal of this Agreement.

(d) Confidential Information. For purposes of this Section 14, the term "Confidential Information" means all knowledge, know-how, standards, methods and procedures related to the establishment and operation of the Franchised Business and includes all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Franchised Business including, without limitation, all databases (whether in print, electronic or other form), formulas, service methods, all names, addresses, phone numbers, e-mail addresses, customer purchase records, mail lists, manuals, promotional and marketing materials, marketing strategies and any other data and information that the Franchisor or its affiliates designates as confidential including all information contained in the Operations Manuals, which may be provided as one or more separate manuals, written instructional guides, CD Rom, electronic files, or other communications from the Franchisor or its affiliates, which may be changed or supplemented from time to time.

(e) Reasonableness. The foregoing in-term and post-termination covenants against unfair competition with respect to similar Competitive Businesses shall apply regardless of how or why the Agreement terminates, expires, or does not renew. The parties agree that the foregoing covenants contained in this Section 14 contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect Franchisor's goodwill or Franchisor's other business interest and its franchisees and the provisions do not prevent Franchisee or its Owners from earning a living. Franchisee agrees that the scope of activities prohibited in this Section 14, and the length of the term and geographical restrictions in this Section 14, are necessary to protect the legitimate business interests and are fair and reasonable and are not the result of overreaching, duress, or coercion of any kind. Franchisee's full, uninhibited, and faithful observance of each of the covenants in this Section 14 will not cause any undue hardship, financial or otherwise. Enforcement of each of the covenants in this Section 14 will not impair Franchisee's or its Owners' ability to obtain employment commensurate with Franchisee's or its Owners' abilities or on terms fully acceptable to Franchisee or otherwise to obtain income required for the comfortable support of Franchisee and its Owners and their families, and the satisfaction of the needs of all of Franchisee's and its Owners' creditors. Franchisee's and its Owners' special knowledge of residential and commercial cleaning (and anyone acquiring this knowledge through Franchisee or its Owners) is such as it would cause Franchisor serious injury and loss if Franchisee or its Owners (or anyone acquiring this knowledge through Franchisee or its Owners) were to use this knowledge to the benefit of a competitor or were to compete with Franchisor or its franchisees. The covenants

in this Section 14 are to be construed as independent of any other covenant or provision of this Agreement. The existence of any claim Franchisee or any of its Owners may have against Franchisor or any of its affiliates (regardless of whether arising under this Agreement) is not a defense to the enforcement of these covenants against Franchisee or its Owners. In the event of any violation of the provisions of this Section 14, the Restrictive Period shall be extended by a period of time equal to the period of the violation. Franchisee and Franchisor agree that the running of the applicable post-termination Restrictive Period shall be tolled during any period of such violation.

(f) Managerial and Supervisory Employees. Franchisee covenants that it shall cause all persons who are involved in managerial or supervisory positions with Franchisee to enter into an agreement to be bound by provisions substantially similar to Sections 14 and 15 of this Agreement. Franchisee agrees to provide Franchisor with copies of such executed agreement upon request. If Franchisee has reason to believe that any person has violated any such provisions of this Agreement, Franchisee shall promptly notify Franchisor and cooperate with Franchisor to protect Franchisor against unfair competition, infringement, or other unlawful use of the Marks, trade secrets, service methods, or System of the Franchisor. Franchisee further grants Franchisor the right, but not the obligation, to prosecute any such lawsuits at Franchisor's expense on behalf of Franchisee.

15. Trade Secrets and Confidential Information. Franchisee understands and agrees that Franchisor has disclosed or will hereafter disclose to Franchisee certain confidential or proprietary information and trade secrets. Except as necessary in connection with the operation of the Franchised Business and as approved by Franchisor, Franchisee shall not, during the Term or at any time after the expiration, non-renewal, or termination of this Agreement, regardless of the cause of termination, directly or indirectly, use for its own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the merchandise, services, products, advertising, marketing, designs, or methods of operation of the Franchised Business or the System. Franchisee shall disclose to its employees only such confidential, proprietary or trade secret information as is necessary to operate its business hereunder and then only while this Agreement is in effect. Any and all information, knowledge, or know-how, including without limitation, drawings, artwork, materials, equipment, marketing, and other data which Franchisor designates as secret or confidential shall be deemed secret and confidential for purposes of this Agreement.

All ideas, concepts, techniques or materials concerning Franchised Business, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, must be promptly disclosed to Franchisor and will be deemed the exclusive property of Franchisor as works made-for-hire for Franchisor, and no compensation will be due to Franchisee or its owners or employees therefor. Franchisor may incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee hereby assigns ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor reasonably requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall, at Franchisor's expense, take all actions reasonably necessary to assist Franchisor's efforts to obtain or maintain intellectual

property rights in any item or process related to the System, whether developed by Franchisee or not. Franchisee and all guarantors of this Agreement will divulge Confidential Information only to personnel, if any, who must have access to it in order to operate the Franchised Business. Further, Franchisee will require all personnel having access to any Confidential Information from Franchisor to execute an agreement, of the form attached as Attachment 4, requiring them to maintain the confidentiality of information they receive in connection with their employment at the Casey's Cleaning Franchise. Those agreements will be in a form satisfactory to Franchisor, including without limitation, specific identification of Franchisor as a third-party beneficiary of such agreements, with Franchisor having an independent right to enforce them.

16. Insurance.

(a) Types and Extent of Coverage for a Franchised Business. Franchisee shall, at its sole expense, obtain and maintain throughout the Term such insurance coverages with such limits as specified in the then-current version of the Operations Manuals (or such greater amounts of insurance as may be required by the terms of any lease or mortgage relating to the Premises), and Franchisor and its officers, directors and employees shall be named as an additional insured where required by the Operations Manuals.

(b) Other Insurance Requirements. Franchisee shall obtain from a nationally recognized insurance company and at all times during the term of this Agreement maintain in force and pay the premiums for all types of insurance listed above with complete operations coverage. From time to time in its discretion, Franchisor can increase or modify such limits of liability or require additional types of coverage. Said policies of insurance shall name Franchisor as an "additional insured" and shall expressly protect both Franchisee and Franchisor and shall require the insurer to defend both Franchisee and Franchisor in any action while reserving Franchisor's right to involve counsel of its own choosing in protection of its own and system wide interests. Additionally, Franchisee's insurance policy must waive on behalf of its insurer any right of subrogation by the insurance company against Franchisor, its officers, shareholders, and employees. Franchisee shall furnish to Franchisor a certified copy or certificate of insurance for each such policy, naming Franchisor as an additional insured and providing that such policies shall not be canceled, amended or modified without ten (10) days prior written notice thereof to Franchisor. By doing the above Franchisee will satisfy Franchisor's insurance mandate. Franchisee understands that doing so does not necessarily furnish Franchisee with protection levels adequate to its needs and that its obligation to indemnify Franchisor as set forth above in this Agreement may exceed the amount of insurance Franchisee is required to obtain or does obtain. All policies of insurance required to be maintained hereunder shall: (i) be written as primary policy coverage and not "excess over" or contributory with any other applicable insurance; (ii) contain a "separation of insureds" clause.

(c) Franchisor, or its insurer, shall have the right to participate in discussions with Franchisee's insurance company or any claimant (in conjunction with Franchisee's insurance company) regarding any claim of liability, and Franchisee agrees to adopt Franchisor's reasonable recommendations to its insurance carrier regarding the settlement of any such claims.

(d) Should Franchisee for any reason fail to procure or maintain the insurance required by this Agreement, Franchisor will have the right and authority to immediately procure

such insurance deemed to be necessary and to charge the amount of the cost to procure and maintain such insurance to Franchisee, along with a reasonable fee for Franchisor's expenses in procuring the insurance, Franchisor is authorized to collect from Franchisee all insurance related expenses paid on behalf of Franchisee through automatic EFT as provided for in Section 3 of this Agreement.

17. Termination.

(a) Automatic Termination. Franchisee shall be in default under this Agreement, and this Agreement and all rights granted to Franchisee herein shall automatically terminate without notice to Franchisee in the event, (i) Franchisee makes a general assignment for the benefit of creditors or a petition in bankruptcy is filed by Franchisee; (ii) a petition in bankruptcy is filed against and not opposed by Franchisee; (iii) Franchisee is adjudicated as bankrupt or insolvent; (iv) a bill in equity or other proceeding is filed for the appointment of a receiver or other custodian for Franchisee's business or assets if filed and consented to by Franchisee; (v) a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (vi) proceeding for a composition with creditors under any state or federal law should be instituted by or against Franchisee; (vii) a final judgment remains unsatisfied or of records for thirty (30) days or longer (unless an appeal or supersedeas bond is filed); (viii) Franchisee is dissolved; (ix) any portion of Franchisee's interest in the Franchised Business becomes subject to an attachment, garnishments, levy or seizure by any credit or any other person claiming against or in the rights of Franchisee; (x) execution is levied against Franchisee's business or property; or (xi) the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

(b) Termination without Notice. Franchisee shall be in default and Franchisor may, at its option, terminate this Agreement and all rights granted herein, without affording Franchisee any opportunity to cure the default, effective upon the earlier of receipt of notice of termination by Franchisee, or five (5) days after mailing of such notice by Franchisor, upon the occurrence of any of the following events:

(i) Franchisee at any time ceases to operate or fails to respond to communications or otherwise abandons the Franchised Business or forfeits the right to do or transact business in the jurisdiction where the Franchised Business is located;

(ii) Except as otherwise permitted in this Agreement, any owner of more than five percent (5%) interest in Franchisee transfers all or part of such interest or Franchisee transfers any interest in the Franchised Business, a material portion of the assets of the Franchised Business or Franchisee;

(iii) Franchisee or any person or entity owning more than fifty percent (50%) of Franchisee is proven to have engaged in fraudulent conduct, or is convicted of, or pleads guilty or no contest to a felony or a crime involving moral turpitude, or any other crime or offense that is reasonably likely to have an adverse effect on the Chain, the System, the Marks or the goodwill associated therewith; provided, that if the act or conviction involves an owner of Franchisee, Franchisor will not terminate this Agreement

if Franchisee notifies Franchisor promptly after it learns of the event constituting the default, and within fifteen (15) days of the date of the notice, either (a) the person or entity that committed the wrongful act divests his or its entire interest in Franchisee, or (b) Franchisee obtains Franchisor's consent for such owner to maintain his or its ownership interest;

(iv) An approved transfer is not affected within nine (9) months of the death or incapacity of any individual Franchisee; or the death, incapacity or dissolution of any owner of an interest in Franchisee;

(v) Franchisee is given two (2) or more notices of being in default under any of the terms or requirements of this Agreement within any 12-month period, whether or not such defaults are timely cured after notice;

(vi) Franchisee makes any material misrepresentation to Franchisor;

(vii) Franchisee knowingly or intentionally maintains false books or records or submits any false records, statement or report to Franchisor;

(viii) Franchisee, by act or omission, materially impairs the value of, or the goodwill associated with, the Chain, any of the Marks or the System;

(ix) Franchisee takes, withholds, misdirects, or appropriates for Franchisee's own use any funds from Franchisee's employees' wages for employees' taxes, FICA, insurance or benefits, or generally fails to deal fairly and honestly with Franchisee's employees or customers; or

(x) Franchisee loses or is denied any federal, state or local license the Franchisee must possess in order to operate the Franchised Business.

(c) Pre-Opening Termination by Franchisor. Franchisee agrees that if during the period prior to the opening date: (a) any representations or warranties of Franchisee and/or its Owners prove to be inaccurate or false, (b) the Operations Manager fails to take or pass any of Franchisor's required training, (c) the Operations Manager or an Owner fails to pass any credit or character check performed by or on behalf of the Franchisor, and/or (d) Operations Manager or an Owner fail to timely or diligently perform any duties or obligations during the period prior to the opening Date, then Franchisor shall have the right, but not the obligation, to either (a) pay Franchisee the portion of the Initial Franchise Fee that has been paid to Franchisor minus Ten Thousand Dollars ($10,000) and to immediately terminate this Agreement and the relationship between Franchisor and Franchisee without any duty to provide Franchisee any notice or opportunity to cure such breach or (b) terminate this Agreement.

(d) Termination with Notice. Except for those defaults provided for under Section 17(a) or 17(b), Franchisee shall be in default hereunder for any failure to comply with any of the terms, covenants, specifications, standards, procedures or requirements imposed by this Agreement or in any manual, policy and procedure statement or other written document provided by Franchisor, or to carry out the terms of this Agreement in good faith. For such defaults, Franchisor will provide Franchisee with written notice and fifteen (15) days to cure or, if a default

cannot reasonably be cured within fifteen (15) days, to initiate within that time substantial and continuing action to cure such default and to provide Franchisor with evidence of such actions. If the defaults specified in such notice are not cure within the fifteen (15) day period, or if substantial and continuing action to cure has not been initiated, Franchisor may, at its option, terminate this Agreement upon written notice to Franchisee. Such defaults shall include, without limitation, the occurrence of any of the following events:

(i) Franchisee fails to construct or remodel the Premises, update or acquire a new Business Vehicle, or commence operating the Franchised Business, in accordance with this Agreement;

(ii) Franchisee fails, refuses, or neglects to promptly pay any monies owing to Franchisor, its affiliates of the Brand Fund when due or to submit the financial or other information required under this Agreement;

(iii) Any person or entity owning five percent (5%) or less of Franchisee makes a transfer of such interest in violation of this Agreement; provided, however, that Franchisee's right to cure such a default shall be conditioned upon Franchisee immediately notifying Franchisor of the improper transfer and taking all actions necessary to either (a) obtain Franchisor's approval thereof, or (b) if approval is not desired or the transfer or transferee is not approved by Franchisor, to re-acquire the interest so transferred;

(iv) A threat or danger to public health or safety results from the construction or maintenance of the Premises, or operation of the Franchised Business;

(v) Franchisee misuses or makes any unauthorized use of the System or the Marks;

(vi) Franchisee is convicted of or pleads guilty or nolo contendere to a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is injurious to the Chain, the Marks, or the goodwill associated therewith, or if Franchisor has proof Franchisee has committed such a felony, crime or offense, including, but not limited to, abuse, abuse of customers, use of employees who do not meet Franchisor's then-current standards and training requirements, health or safety hazards, drug or alcohol problems, or permitting unlawful activities at Franchisee's business;

(vii) Franchisee is found liable by any judicial, administrative, or arbitral body for violation of federal, state, or local laws barring discrimination on the basis of race, sex, national origin, age or sexual orientation, or is found liable for any common law civil claim the facts of which are grounded in allegations of discrimination on the basis of race, sex, national origin, age, or sexual orientation;

(viii) Franchisee maintains false books or records, or knowingly submits any false reports to Franchisor;

(ix) Franchisee submits to Franchisor on two (2) or more separate occasions at any time during the Term or any renewal hereof, any reports or other data, information or supporting records which understate the Gross Revenues of the Franchised

Business, the royalty fees and/or any other sums owed to Franchisor for any period of, or periods aggregating, three (3) or more weeks, and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

(x) Franchisee, after curing a default pursuant to Sections 2 or 17 of this Agreement, commits the same act of default again within six (6) months; or

(xi) Franchisee fails to maintain a good credit rating by failing to make prompt payment of undisputed bills, invoices or statements from suppliers of products and services.

Franchisee hereby authorizes Franchisor to notify any lender, creditor, customer or landlord of the Franchisee or Franchised Business upon the occurrence of any default under this Section, or any event or circumstances which the giving or notice or passage of time or both would constitute an event of default under this Section, and to otherwise communicate with such lenders, creditors, customers or landlords with respect to any such default, or any such event or circumstance.

(e) Relief in Equity. Franchisee agrees that neither termination of this Agreement, nor an action at law, nor both, would be an adequate remedy for a breach or default by Franchisee, or by any other persons bound by this Agreement, in the performance of any obligation relating to Franchisor's Marks or indicia, the trade secrets revealed to Franchisee in confidence pursuant to this Agreement or the obligations of Franchisee and such other persons upon and after termination of this Agreement. The parties therefore agree that in the event of any such breach or default, in addition to all other remedies provided elsewhere in this Agreement or by law, Franchisor shall be entitled to relief in equity from a judge or arbitrator, at its option, (including a temporary restraining order, temporary or preliminary injunction and permanent mandatory or prohibitory injunction) to restrain the continuation of any such breach or default or to compel compliance with such provisions of this Agreement.

(f) Termination by Franchisee. This Agreement shall automatically terminate upon delivery of notice of termination to the Franchisor, if the Franchisor fails to perform any material obligation imposed upon it by this Agreement, and such failure is not cured within ninety (90) days after Franchisee delivers written notice of such failure to the Franchisor.

(g) Limitation of Services or Benefits. The Franchisor shall have the right, but not the obligation, to temporarily or permanently limit or remove certain services or benefits provided or required to be provided to Franchisee hereunder in lieu of exercising its right to terminate this Agreement pursuant to the terms hereof, including, without limitation, eliminating Franchisee's right to use the Franchisor's Website free of charge, restricting or removing Franchisee's right to purchase products directly or indirectly from the Franchisor or its affiliates, limiting the Franchisor's advertising and promotional assistance, and restricting or removing Franchisee's right to use the Franchisor's proprietary computer software, if any. Nothing in this Section constitutes a waiver of any other right or remedy of the Franchisor under this Agreement. Franchisee acknowledges that the Franchisor's exercise of its rights pursuant to this Section shall not be deemed a constructive termination. Any services or benefits removed or limited pursuant to this Section may be reinstated at any time in the Franchisor's sole discretion.

(h) Step-In Rights. In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right, or any other rights Franchisor may have against Franchisee, upon a failure to meet any of the requirements of this Agreement or upon a failure to cure any default within the applicable time period (if any), Franchisor has the right, but not the obligation, to enter upon Franchisee's business premises and exercise complete authority with respect to the operation of Franchisee's Franchised Business until such time as Franchisor determines that the default has been cured, and Franchisee is otherwise in compliance with this Agreement. In the event Franchisor exercises the rights described in this Section, Franchisee must reimburse Franchisor for all reasonable costs and overhead, if any, incurred in connection with its operation of the Franchised Business including, without limitation, costs of personnel for supervising and staffing the Franchised Business and their travel and lodging accommodations, plus Franchisor's then-current management fee. If Franchisor undertakes to operate the Franchised Business pursuant to this Section 17(h), Franchisee agrees to indemnify and hold Franchisor (and Franchisor's representative(s) and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of Franchisor's operation of the Franchised Business.

(i) Cross-Defaults. Any default by Franchisee under this Agreement shall be a default under any other agreement between Franchisor (or any affiliate of Franchisor) and Franchisee (or any owner or affiliate of Franchisee). Any such default under any other agreement or any other obligation between Franchisor (or any affiliate of Franchisor) and Franchisee (or any owner or affiliate of Franchisee) shall be a default under this Agreement, provided Franchisee's failure to meet the development schedule under an Area Development Agreement shall not constitute a default of this Agreement. Any default by Franchisee (or any owner or affiliate of Franchisee) under any lease, sublease, loan agreement, or security interest may be regarded as a default under this Agreement, regardless of whether or not any such agreements are between Franchisee (or any owner or affiliate of Franchisee) and Franchisor (or any affiliate of Franchisor).

(j) Extended Cure Period. Notwithstanding anything to the contrary in this Agreement, Franchisor reserves the right to grant to Franchisee in Franchisor's sole discretion an extended cure period for any breach. Franchisee acknowledges that Franchisor's decision to grant such an extended cure period shall not operate as a waiver of any of Franchisor's rights and that Franchisor may choose to condition such an extension upon the signing of a general release by Franchisee and/or its Owners and affiliates.

18. Obligations upon Termination, Non-Renewal, or Expiration. Upon termination, non-renewal, or expiration of this Agreement for any reason, all rights granted hereunder to Franchisee shall terminate and revert to Franchisor, and Franchisee shall have the following obligations with respect to the business franchised under this Agreement:

(a) Franchisee shall immediately cease to operate the business licensed under this Agreement, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a CASEY'S CLEANING franchisee with respect to such business;

(b) Franchisee shall immediately and permanently cease to use, in any manner whatsoever, all confidential information, methods, procedures and techniques used by or associated with the System, and the proprietary Marks CASEY'S CLEANING and all other Marks

and distinctive forms, slogans, signs, symbols, logos and devices associated with the CASEY'S CLEANING Chain;

(c) Franchisee shall immediately return to Franchisor any property held or used by Franchisee which is owned by Franchisor and shall cease to use, and either destroy or convey to Franchisor, all signs, advertising materials, stationery, forms and any other materials that bear or display the Marks;

(d) Franchisee shall take such actions as may be necessary to cancel any assumed name or similar registration which contains the mark CASEY'S CLEANING or any other Marks of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with its obligation within thirty (30) days after termination, non-renewal, or expiration of this Agreement;

(e) Franchisee shall, if Franchisor so requests, assign to Franchisor any interest which Franchisee has in any lease for the Premises. In the event Franchisor does not elect to exercise its option to acquire any lease for the Premises, and unless otherwise directed by Franchisor, Franchisee shall, within ten (10) days after termination, non-renewal, or expiration of this Agreement, make such modifications and alterations to the Premises as may be necessary to distinguish the appearance of the Premises from that of other CASEY'S CLEANING businesses and shall make such specific additional changes thereto as Franchisor may reasonably request;

(f) Franchisee shall promptly pay all sums owed to Franchisor. Such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default and the termination;

(g) Franchisee shall pay to Franchisor all damages, costs and expenses including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination, non-renewal, or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement;

(h) Franchisee shall immediately deliver to Franchisor all Operations Manuals, policy and procedure statements, instructions, and other materials related to operating the Franchised Business, including, without limitation, marketing collateral, brochures, charts and any other materials provided by Franchisor and all copies thereof, and shall neither retain nor convey to another any copy or record of any of the foregoing;

(i) Franchisor shall have the option, to be exercised within thirty (30) days of termination, to assume Franchisee's assumed name or equivalent registration and business licenses, telephone numbers, white and yellow pages and online telephone directory listings and advertisements, and e-mail addresses and/or Internet domain names which contain the Mark of Franchisor or its affiliates, and Franchisee shall sign all documents necessary to permit Franchisor to assume Franchisee's rights in such items. If Franchisor elects not to exercise this option, Franchisee shall take all action necessary to cancel each of the items listed above and shall furnish Franchisor with evidence satisfactory to prove its compliance within fifteen (15) days after receiving notice of Franchisor's termination or expiration of this Agreement and the expiration of the option granted herein. In the event Franchisee fails to timely do so, Franchisor shall have the

right, for which purpose Franchise hereby appoints Franchisor as its attorney-in-fact, to obtain such cancellation on Franchisee's behalf and at Franchisee's expense.

(j) Franchisee shall comply with the covenants contained in this Agreement, including, but not limited to, the covenants, not to compete and the covenants not to disclose trade secrets or confidential information.

(k) Sell to Franchisor, f.o.b., the inventories of products, supplies, and equipment, including Franchised Business products bearing Franchisor's Marks or indicia, on hand as of the date of termination as Franchisor may request in writing prior to, or within the thirty (30) days following the date of termination. Such sale will be at the current published prices then being charged by Franchisor, its affiliates or approved suppliers to authorized franchisees, not including costs of storage or transportation paid by Franchisee to bring the inventory initially to the Franchised Business, and less those costs incurred or to be incurred by Franchisor to restore such goods or packaging thereof to a salable condition, and less a reasonable allowance for physical deterioration, obsolescence or damage. Franchisor shall have the right to set off and apply any amounts due to Franchisee pursuant to this Subsection against any and all other amounts which may be due from Franchisee to Franchisor.

19. Independent Contractor; Indemnification.

(a) Independent Contractor. It is understood and agreed by the parties that this Agreement creates only a contractual relationship between the parties subject to the normal rule of contract law. This Agreement does not create a fiduciary relationship between the parties and Franchisee is and shall remain an independent contractor. Franchisee agrees to hold itself out to the public as an independent contractor, separate and apart from Franchisor. Franchisee agrees that it shall not make any contract, agreement, warranty, or representation on the Franchisor's behalf without Franchisor's prior written consent, and Franchisee agrees that it shall not incur any debt or other obligation in Franchisor's name. This Agreement shall not be deemed to confer any rights or benefits to any person or entity not expressly named herein.

(b) Indemnification. Franchisor shall not be liable by reason of any act or omission of Franchisee in its conduct of the Franchised Business or for any claim, cause of action or judgment arising therefrom against Franchisee or Franchisor. Franchisee agrees to hold harmless, defend and indemnify Franchisor and its officers, director, agents, and employees from and against any and all losses, expenses, judgments, claims, attorney fees and damages arising out of or in connection with any claim or cause of action in which Franchisor shall be a named defendant and which arises, directly or indirectly, out of the operation of, or in connection with, the Franchised Business, other than a claim resulting directly from Franchisor's negligence.

(c) Data Access and Ownership. All data provided by Franchisee, uploaded to Franchisor's system from Franchisee's system, and/or downloaded from Franchisee's system to Franchisor's system, is, and will be owned exclusively by Franchisor and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. In addition, all other data created or collected by Franchisee in connection with the System, or in connection with Franchisee's operation of the Franchised Business (including but not limited to consumer and transaction data), is and will be owned exclusively by Franchisor

during the term of, and following termination, non-renewal, or expiration of, this Agreement for any reason. Copies and/or originals of such data must be provided to Franchisor upon Franchisor's request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the establishment and operation of the Franchised Business pursuant to this Agreement.

(d) Privacy. Subject to commercial standards of reasonableness based upon local business practices, Franchisor may, from time-to-time, specify in the Operations Manuals (or otherwise in writing) the information that Franchisee shall collect and maintain on the required software, and Franchisee shall provide to Franchisor such reports as Franchisor may reasonably request from the data so collected and maintained. All data pertaining to or derived from the Franchised Business (including, without limitation, data pertaining to or otherwise about customers) is and shall be the exclusive property of Franchisor, and Franchisor hereby grants a royalty-free nonexclusive license to Franchisee to use said data during the term of this Agreement. Franchisee shall abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information. Franchisee shall not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy.

(e) Payment of Taxes. Franchisee shall promptly pay to Franchisor an amount equal to all taxes levied or assessed, including, but not limited to, unemployment taxes, sales taxes, use taxes, withholding taxes, excise taxes, personal property taxes, intangible property taxes, gross receipt taxes, taxes on royalties, any similar taxes or levies, imposed upon or required to be collected or paid by Franchisor or Franchisor's affiliates by reason of the furnishing of products, intangible property (including trademarks and trade names) or services by Franchisor to Franchisee through the sale, license, or lease of property or property rights provided by this Agreement, other than taxes on Franchisor's net income.

20. Franchisee Representations.

(a) FRANCHISEE ACKNOWLEDGES THAT IT HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROPOSED FRANCHISE AND RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISKS AND THAT ITS SUCCESS WILL BE LARGELY DEPENDENT UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESSMAN OR BUSINESS. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED, ANY WARRANTY, OR GUARANTEE, OR REPRESENTATION OTHER THAN AS SET FORTH IN THE DISCLOSURE DOCUMENT, EXPRESS OR IMPLIED, FROM ANY EMPLOYEE OR AGENT OF THE FRANCHISOR AS TO THE POTENTIAL SALES VOLUMES, PROFITS, OR LEVEL OF SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT OR THE SUITABILITY OF THE PREMISES OR THE BUSINESS VEHICLE. FRANCHISOR HAS NOT REPRESENTED THAT (I) FRANCHISEE WILL EARN, CAN EARN, OR IS LIKELY TO EARN A GROSS OR NET PROFIT, (II) FRANCHISOR HAS KNOWLEDGE OF THE RELEVANT MARKET, OR (III) THE MARKET DEMAND WILL ENABLE FRANCHISEE TO EARN A PROFIT FROM THE FRANCHISED BUSINESS;

(b) FRANCHISEE ACKNOWLEDGES THAT IT RECEIVED A COPY OF THE COMPLETE FRANCHISOR'S DISCLOSURE DOCUMENT, AGREEMENTS RELATED THERETO, IF ANY, AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS SIGNED.

(c) FRANCHISEE ACCEPTS THE TERMS, CONDITIONS AND COVENANTS CONTAINED IN THIS AGREEMENT AS BEING REASONABLE AND NECESSARY TO MAINTAIN FRANCHISOR'S STANDARDS OF QUALITY, SERVICE AND UNIFORMITY AND IN ORDER TO PROTECT AND PRESERVE THE GOODWILL OF THE MARKS. FRANCHISEE ACKNOWLEDGES THAT OTHER FRANCHISEES OF FRANCHISOR HAVE BEEN OR WILL BE GRANTED FRANCHISES AT DIFFERENT TIMES AND IN DIFFERENT SITUATIONS. FRANCHISEE FURTHER ACKNOWLEDGES THAT THE PROVISION OF THE FRANCHISE AGREEMENTS PURSUANT TO WHICH SUCH FRANCHISES WERE GRANTED MAY VARY MATERIALLY FROM THOSE CONTAINED IN THIS AGREEMENT AND THAT FRANCHISEE'S OBLIGATION ARISING HEREUNDER MAY DIFFER SUBSTANTIALLY FROM OTHER FRANCHISEES; AND

(d) FRANCHISEE RECOGNIZES THAT THE SYSTEM MAY EVOLVE AND CHANGE OVER TIME AND THAT THE LICENSE AND OPERATION OF THE FRANCHISED BUSINESS INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR'S CONTROL. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE. EVEN THOUGH THIS AGREEMENT CONTAINS PROVISIONS REQUIRING FRANCHISEE TO OPERATE THE FRANCHISED BUSINESS IN COMPLIANCE WITH FRANCHISOR'S SYSTEM: (1) FRANCHISOR OR ITS AFFILIATES DO NOT HAVE ACTUAL OR APPARENT AUTHORITY TO CONTROL THE DAY-TO-DAY CONDUCT AND OPERATION OF FRANCHISEE'S BUSINESS OR EMPLOYMENT DECISIONS; AND (2) FRANCHISEE AND FRANCHISOR DO NOT INTEND FOR FRANCHISOR OR FRANCHISOR'S AFFILIATES TO INCUR ANY LIABILITY IN CONNECTION WITH OR ARISING FROM ANY ASPECT OF FRANCHISOR'S SYSTEM OR FRANCHISEE'S USE OF THE FRANCHISOR SYSTEM OR THE OPERATION OF THE FRANCHISED BUSINESS, WHETHER OR NOT IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPERATIONS MANUALS.

(e) IF FRANCHISEE IS A CORPORATION, A LIMITED LIABILITY COMPANY OR A PARTNERSHIP, FRANCHISEE MAKES THE FOLLOWING REPRESENTATIONS AND WARRANTIES: (1) FRANCHISEE IS DULY ORGANIZED AND VALIDLY EXISTING UNDER THE LAWS OF THE STATE OF ITS FORMATION; (2) FRANCHISEE IS QUALIFIED TO DO BUSINESS IN THE STATE OR STATES IN

WHICH THE FRANCHISED BUSINESS IS LOCATED; (3) EXECUTION OF THIS AGREEMENT AND THE DEVELOPMENT AND OPERATION OF THE FRANCHISED BUSINESS IS PERMITTED BY ITS GOVERNING DOCUMENTS; AND (4) FRANCHISEE'S ARTICLES OF INCORPORATION, ARTICLES OF ORGANIZATION OR WRITTEN PARTNERSHIP AGREEMENT SHALL AT ALL TIMES PROVIDE THAT FRANCHISEE'S ACTIVITIES ARE LIMITED EXCLUSIVELY TO THE DEVELOPMENT AND OPERATION OF THE CASEY'S CLEANING FRANCHISED BUSINESS.

(f) IF FRANCHISEE IS AN INDIVIDUAL, OR A PARTNERSHIP COMPRISED SOLELY OF INDIVIDUALS, FRANCHISEE MAKES THE FOLLOWING ADDITIONAL REPRESENTATIONS AND WARRANTIES: (A) EACH INDIVIDUAL HAS EXECUTED THIS AGREEMENT; (B) EACH INDIVIDUAL SHALL BE JOINTLY AND SEVERALLY BOUND BY, AND PERSONALLY LIABLE FOR THE TIMELY AND COMPLETE PERFORMANCE AND A BREACH OF, EACH AND EVERY PROVISION OF THIS AGREEMENT; AND (C) NOTWITHSTANDING ANY TRANSFER FOR CONVENIENCE OF OWNERSHIP, PURSUANT TO THIS AGREEMENT, EACH INDIVIDUAL SHALL CONTINUE TO BE JOINTLY AND SEVERALLY BOUND BY, AND PERSONALLY LIABLE FOR THE TIMELY AND COMPLETE PERFORMANCE AND A BREACH OF, EACH AND EVERY PROVISION OF THIS AGREEMENT.

(g) IF FRANCHISEE IS AN INDIVIDUAL, OR A PARTNERSHIP COMPRISED SOLELY OF INDIVIDUALS, FRANCHISEE MAKES THE FOLLOWING ADDITIONAL REPRESENTATIONS AND WARRANTIES: (A) EACH INDIVIDUAL HAS EXECUTED THIS AGREEMENT; (B) EACH INDIVIDUAL SHALL BE JOINTLY AND SEVERALLY BOUND BY, AND PERSONALLY LIABLE FOR THE TIMELY AND COMPLETE PERFORMANCE AND A BREACH OF, EACH AND EVERY PROVISION OF THIS AGREEMENT; AND (C) NOTWITHSTANDING ANY TRANSFER FOR CONVENIENCE OF OWNERSHIP, PURSUANT TO THIS AGREEMENT, EACH INDIVIDUAL SHALL CONTINUE TO BE JOINTLY AND SEVERALLY BOUND BY, AND PERSONALLY LIABLE FOR THE TIMELY AND COMPLETE PERFORMANCE AND A BREACH OF, EACH AND EVERY PROVISION OF THIS AGREEMENT. IF FRANCHISEE VIOLATES A TERM OR CONDITION CONTAINED WITHIN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, WITHHOLDING ANY MONIES OWED TO FRANCHISOR IN THE ABSENCE OF A COURT ORDER PERMITTING THE WITHHOLDING OF SUCH MONIES, FRANCHISEE SHALL REIMBURSE FRANCHISOR FOR ALL REASONABLE COSTS INCURRED BY FRANCHISOR IN PURSUING THE ENFORCEMENT OF THIS AGREEMENT. THESE COSTS SHALL INCLUDE, BUT NOT BE LIMITED TO, COURT COSTS AND FEES, ACCOUNTING COSTS AND FEES, EXPERT WITNESS COSTS AND FEES, REASONABLE ATTORNEYS' FEES, THE REASONABLE VALUE OF FRANCHISOR'S EMPLOYEES' TIME, WITNESS FEES AND TRAVEL EXPENSES INCURRED BY FRANCHISOR. THE RECOVERY OF THE COSTS AND FEES SPECIFIED ABOVE SHALL INCLUDE THE RECOVERY OF ALL COSTS AND FEES INCURRED BY FRANCHISOR RELATING TO OR ARISING FROM ANY AND ALL DEFENSES, COUNTERCLAIMS AND/OR CROSSCLAIMS ASSERTED BY FRANCHISEE OR THE PERSONAL GUARANTORS UNDER THIS AGREEMENT. THIS OBLIGATION WILL GIVE RISE

TO AND REMAIN A LIEN IN FAVOR OF FRANCHISOR AGAINST ANY AND ALL OF THE PERSONAL PROPERTY, GOODWILL, CASH, FURNISHINGS, EQUIPMENT, SIGNS, FIXTURES AND INVENTORY OWNED BY FRANCHISEE AND LOCATED ON AND AROUND THE PREMISES OPERATED PURSUANT TO THIS AGREEMENT UNTIL FRANCHISEE IS IN FULL COMPLIANCE WITH THIS AGREEMENT AND ANY AMOUNTS OWED ARE PAID IN FULL. ALL COSTS TO BE COLLECTED BY FRANCHISOR PURSUANT TO THIS PROVISION SHALL BE COLLECTED VIA ELECTRONIC BANK TRANSFER AS SPECIFIED IN THIS AGREEMENT.

(h) IF FRANCHISEE IS A CORPORATION, A LIMITED LIABILITY COMPANY OR A PARTNERSHIP, FRANCHISEE HAS PROVIDED TO FRANCHISOR A CURRENT LIST OF ALL OWNERS AND FRANCHISEE AGREES THAT FRANCHISEE WILL ADVISE FRANCHISOR OF ANY AND ALL CHANGES IN OWNERSHIP.

(i) IF FRANCHISEE IS A CORPORATION, FRANCHISEE SHALL MAINTAIN STOP-TRANSFER INSTRUCTIONS AGAINST THE TRANSFER ON ITS RECORDS OF ANY VOTING SECURITIES, AND EACH STOCK CERTIFICATE OF THE CORPORATION SHALL HAVE CONSPICUOUSLY ENDORSED UPON ITS FACE THE FOLLOWING STATEMENT: "ANY ASSIGNMENT OR TRANSFER OF THIS STOCK IS SUBJECT TO THE RESTRICTION IMPOSED ON ASSIGNMENT BY FRANCHISOR, FRANCHISE AGREEMENT(S) TO WHICH THE CORPORATION IS A PARTY." IF FRANCHISEE IS A LIMITED LIABILITY COMPANY, EACH MEMBERSHIP OR MANAGEMENT CERTIFICATE OR OTHER EVIDENCE OF INTEREST IN FRANCHISEE SHALL HAVE CONSPICUOUSLY ENDORSED UPON ITS FACE THE FOLLOWING STATEMENT: "ANY ASSIGNMENT OR TRANSFER OF AN INTEREST IN THIS LIMITED LIABILITY COMPANY IS SUBJECT TO THE RESTRICTIONS IMPOSED ON ASSIGNMENT BY THE FRANCHISOR, FRANCHISEE AGREEMENT(S) TO WHICH THE LIMITED LIABILITY COMPANY IS A PARTY." IF FRANCHISEE IS A PARTNERSHIP, ITS WRITTEN AGREEMENT SHALL PROVIDE THAT OWNERSHIP OF AN INTEREST IN THE PARTNERSHIP IS HELD SUBJECT TO, AND THAT FURTHER ASSIGNMENT OR TRANSFER IS SUBJECT TO, ALL RESTRICTIONS IMPOSED ON ASSIGNMENT BY THIS AGREEMENT.

(j) Franchisee covenants that during the Term, it will at all times faithfully, honestly and diligently perform its obligations under this Agreement, and that it will continuously exert its best efforts to promote and enhance the business of the Franchised Business and other Franchised Businesses established and operated by Franchisee under the System.

(k) Franchisee and all guarantors hereof acknowledge and agree that the obligations regarding the use of Confidential Information and trade secrets set forth in this Agreement will apply throughout the Term and after the expiration, non-renewal, or termination of this Agreement for any reason, without limitation as to time or geographic scope. Franchisee covenants that upon termination, non-renewal, or expiration of this Agreement for any reason, Franchisee will immediately and permanently cease to use, in any manner whatsoever, any Confidential Information, trade secrets, methods, procedures and techniques associated with the System.

(l) Franchisee hereby acknowledges and agrees that Franchisor's approval of a site does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the site for the Franchised Business or for any other purpose. Franchisor's approval of a site indicates only that Franchisor believes the site complies with acceptable minimum criteria established by Franchisor solely for its purposes as of the time of the evaluation. Both Franchisee and Franchisor acknowledge that application of criteria that may have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to Franchisor's approval of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from Franchisor's criteria could change, thereby altering the potential of a site or lease. Such factors are unpredictable and are beyond Franchisor's control. Franchisor shall not be responsible for the failure of a site approved by Franchisee to meet Franchisee's expectations as to revenue or operational criteria. Franchisee further acknowledges and agrees that its acceptance of a franchise for the operation of the Franchised Business at the site is based on its own independent investigation of the suitability of the site.

21. Governing law, Jurisdiction and Venue.

(a) Arbitration. Franchisee acknowledges that it has and will continue to develop a substantial and continuing relationship with Franchisor at its principal offices in the State of New Jersey, where Franchisor's decision-making authority is vested, franchise operations are conducted and supervised, and where Agreement was rendered binding. Therefore, the parties agree that, to the extent that any disputes cannot be resolved directly between Franchisee and Franchisor, any action arising out of or relating to this Agreement or the making, performance, or interpretation thereof shall upon thirty (30) days written notice by either party be resolved, except as elsewhere expressly provided in this Agreement, upon application by any such party by binding arbitration in Forked River, New Jersey, in accordance with the Federal Arbitration Act under the Commercial Arbitration Rules then prevailing of the American Arbitration Association, including without limitation the Optional Rules for Emergency Measures of Protection ("AAA"), and not under any state arbitration laws, and judgment on the arbitration award may be entered in any court of competent jurisdiction. Franchisee and Franchisor agree that arbitration shall be conducted on an individual - not a class-wide basis. The Federal Arbitration Act shall apply to all arbitration and arbitration venue questions. Any award by the arbitrator(s) shall be final, binding and non-appealable, except for errors of law. The matter shall be heard by one (1) arbitrator mutually selected by the parties who shall have at least ten (10) years' experience in practicing franchise law during which franchise law is or has been their primary area of practice and shall have substantial experience in the preparation of franchise agreements and franchise disclosure documents. Franchisee understands that by agreeing to arbitrate it gives up jury and appeal and other rights it might have in court.

(b) Injunctive Relief. Notwithstanding the provisions of Section 21(a) above, Franchisee agrees that Franchisor, at its option, will have the right to seek preliminary injunctive relief from a court of competent jurisdiction, or in the first instance from an Arbitrator, to restrain any conduct by Franchisee in the development or operation of the Franchised Business that could materially damage the good will associated with the System, the Marks and the Chain, provided

that if Franchisee counters, as Franchisee may, by initiating arbitration, Franchisor agrees to arbitrate the entire dispute thereafter except preliminary injunctive relief (and permanent injunctive relief also, if Franchisee will not agree that the preliminary injunction shall remain effective indefinitely until the arbitrator shall dissolve it), leaving the court action pending, if it chooses, to facilitate enforcement. Franchisee agrees Franchisor will not be required to post a bond to obtain any injunctive relief with respect to use of the Marks.

(c) Attorneys' Fees and Costs. The non-prevailing party agrees to reimburse the prevailing party for all expenses reasonably incurred (including attorneys' fees) to enforce the terms of this Agreement and in the defense of any claim that one party asserts against the other party on which the prevailing party substantially prevails in court, arbitration or other formal legal proceedings, whether incurred prior to or in preparation for such proceedings or thereafter.

(d) JURY TRIAL AND CLASS ACTION WAIVER. FRANCHISOR AND FRANCHISEE (AND FRANCHISEE'S OWNERS AND GUARANTORS, IF APPLICABLE) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY FRANCHISOR AND FRANCHISEE. NOTHING IN THIS PARAGRAPH SHALL AFFECT THE APPLICATION OF SECTION 21(b). NEITHER FRANCHISEE NOR FRANCHISOR SHALL SEEK TO LITIGATE OR ARBITRATE AGAINST THE OTHER PARTY TO THIS AGREEMENT OR SUCH PARTY'S AFFILIATES, EITHER AS A REPRESENTATIVE OF, OR ON BEHALF OF, ANY OTHER PERSON, CLASS, OR ENTITY ANY DISPUTE, CONTROVERSY, OR CLAIM OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES, THE SALE OF THE FRANCHISE, OR OTHER CLAIMS OR CAUSES OF ACTION RELATING TO THE PERFORMANCE OF EITHER PARTY TO THIS AGREEMENT. NO LITIGATION, ARBITRATION OR OTHER ACTION OR PROCEEDING UNDER THIS AGREEMENT SHALL ADD AS A PARTY, BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER, ANY PERSON OR PARTY OTHER THAN FRANCHISEE AND FRANCHISOR AND ANY PERSON IN PRIVITY WITH, OR CLAIMING THROUGH, IN THE RIGHT OF, OR ON BEHALF OF, FRANCHISEE OR FRANCHISOR, UNLESS BOTH FRANCHISEE AND FRANCHISOR CONSENT IN WRITING. FRANCHISOR HAS THE ABSOLUTE RIGHT TO REFUSE SUCH CONSENT. FRANCHISEE AGREES AND ACKNOWLEDGES THAT ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY AGREEMENT OR RELATIONSHIP BETWEEN FRANCHISEE AND ANY AFFILIATE OF FRANCHISOR WILL BE CONSIDERED UNIQUE ON ITS FACTS AND SHALL NOT BE BROUGHT AS A CLASS OR GROUP ACTION.

(e) WAIVER OF CERTAIN DAMAGES. EXCEPT FOR FRANCHISEE'S OBLIGATIONS TO INDEMNIFY FRANCHISOR UNDER THIS AGREEMENT AND CLAIMS FRANCHISOR BRINGS AGAINST FRANCHISEE FOR FRANCHISEE'S UNAUTHORIZED USE OF THE MARKS, UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, OR BREACH OF FRANCHISEE'S NON-COMPETITION COVENANTS, FRANCHISOR AND

FRANCHISEE (AND FRANCHISEE'S OWNERS AND GUARANTORS, IF APPLICABLE) WAIVE ANY RIGHT TO OR CLAIM FOR PUNITIVE, CONSEQUENTIAL, MULTIPLE, INCIDENTAL OR OTHER DAMAGES IN EXCESS OF THE ECONOMIC DAMAGES ACTUALLY SUSTAINED, WHETHER ASSERTED AS A RELATED OR INDEPENDENT TORT, AS A BREACH OF CONTRACT, OR AS ANY OTHER CLAIM OR CAUSE OF ACTION BASED ON STATUTORY OR COMMON LAW. EXCEPT FOR ANY SPECIFIC WRITTEN WARRANTIES EXPRESSLY PROVIDED IN CONNECTION WITH A SPECIFIC ITEM, FRANCHISOR SHALL NOT BE LIABLE TO ANY PERSON OR ENTITY IN RELATION TO ANY GOODS AND/OR SERVICES (INCLUDING ANY ASPECT OF THE LABOR OR INSTALLATION OF ANY EQUIPMENT, OR PRODUCTS) PROVIDED BY FRANCHISOR, FRANCHISOR'S AFFILIATES AND/OR ANY PERSON/COMPANY REFERRED/APPROVED BY FRANCHISOR OR THEM. SUCH ITEMS ARE PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED.

(f) WAIVER OF PUNITIVE DAMAGES. FRANCHISOR AND FRANCHISEE (AND FRANCHISEE'S OWNERS AND GUARANTORS, IF APPLICABLE), HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN FRANCHISOR AND FRANCHISEE EACH SHALL BE LIMITED SOLELY TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY THE NON-BREACHING PARTY.

(g) Remedies Cumulative. All rights and remedies conferred upon Franchisee and Franchisor by this Agreement and by law shall be cumulative of each other, and neither the exercise nor the failure to exercise any such right or remedy shall preclude the exercise of any other such right or remedy.

(h) Governing Law. This Agreement and any claim or controversy arising out of or relating to rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed under the laws of the State of New Jersey and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the State of New Jersey and the Federal Arbitration Act, which laws shall prevail in the event of any conflict of law. The venue for any arbitration concerned with the enforcement and interpretation of this Agreement shall be Forked River, New Jersey. Nothing in this Section 21(h) is intended, or shall be deemed, to make any New Jersey law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable. Any and all claims and actions arising out of or relating to this agreement, the relationship of franchisee and franchisor, or franchisee's operation of the Franchised Business, brought by franchisee against franchisor, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

22. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be given (i) by personal delivery, (ii) by registered or certified mail, return receipt requested, postage prepared, or (iii) by delivery to a nationally-recognized overnight courier service, in each case, addressed as follows, or to such other person or entity as either party shall designate by notice to the other in accordance herewith:

Franchisor: CASEY'S CLEANING FRANCHISING L.L.C.
Attn: Cindy Nacca
108 Manchester Avenue
Forked River, NJ 08731

Franchisee: Address Identified on Attachment 1.

Notice shall be deemed given and effective upon the first to occur of receipt, when proper delivery is refused, or two (2) days after deposit in registered or certified U.S. Mail as described above.

23. Guaranty of Payment. Each Owner of Franchisee and each Owner's spouse (each, a "Guarantor"), individually and unconditionally, by execution of this Agreement, jointly and severally guarantees the payment and performance of any and all of Franchisee's obligations under this Agreement (the "Obligations"). This Section 23 is referred to herein as the "Guaranty."

(a) Guarantor expressly waives: (i) Notice of acceptance of this Guaranty by Franchisee; (ii) presentment and demand for payment of any of the Obligations; (iii) protest and notice of dishonor or of default to Guarantor or to any other party with respect to the Obligations; and (iv) notice of Franchisor amending, substituting for, releasing, waiving or modifying any of the Obligations.

(b) This Guaranty is a guaranty of payment, not of collection. Guarantor agrees that this Guaranty may be enforced by Franchisor without the necessity at any time of resorting to or exhausting any other security or collateral and without the necessity at any time of having recourse to the Obligations in any manner, and Guarantor hereby waives any rights to require Franchisor to proceed against Guarantor or to require Franchisor to pursue any other remedy or enforce any other right. Guarantor further agrees that nothing contained herein shall prevent Franchisor from suing on this Agreement, or from exercising any other rights available to Franchisor under this Agreement, and the exercise of any such rights shall not constitute a discharge of any of Guarantor's obligations hereunder shall be absolute, independent and unconditional under any and all circumstances. Neither Guarantor's obligation under this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed or released in any manner whatsoever by an impairment, modification, change, release, or limitation of the liability of Guarantor or any Co-Guarantors, or by reason of Guarantor's or any Co-Guarantors' bankruptcy or insolvency.

(c) This Guaranty shall continue in full force and effect until the Obligations are fully paid, performed and discharged. This Guaranty covers the Obligations, whether presently outstanding or arising subsequent to the date hereof. Guarantor warrants and represents to Franchisor: (i) that this Guaranty is binding upon and enforceable against Guarantor, in

accordance with its terms; (ii) that the execution and delivery of this Guaranty does not violate or constitute a breach of any agreement to which Guarantor is a party or of any applicable laws; and (iii) that there is no litigation, claim, action or proceeding pending, or, to the best knowledge of Guarantor, threatened against Guarantor which would materially adversely affect the financial condition of Guarantor or his ability to fulfill his obligations hereunder.

(d) Each Guarantor personally agrees to be bound by all restrictions in this Agreement, including, but not limited to Sections 14 and 15 of the Agreement.

24. Miscellaneous.

(a) Severability. The invalidity or unenforceability of any one or more provision of this Agreement shall in no way affect any other provision. If any court of competent jurisdiction determines any provision of this Agreement to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of this Agreement.

(b) Construction. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, as the case may require. All acknowledgements, warranties, representations, covenants, agreements, and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all those executing this Agreement as Franchisee.

(c) Entire Agreement. This Agreement, the documents incorporated herein by reference and the exhibits attached hereto, comprise the entire agreement between the parties and all prior understands or agreements concerning the subject matter hereof are canceled and superseded by this Agreement. This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of the Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise.

(d) Assignees. This Agreement shall be binding upon the heirs, successors, permitted assigns and legal representatives of the parties.

(e) Amendments. Franchisor reserves the right to amend this Agreement if a Franchise Agreement change proposed by Franchisor is agreed to by 75% of the then-current Franchisees. Further, except for those permitted to be made unilaterally by Franchisor, no supplement, amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

(f) Waivers. No failure of Franchisor to exercise any right given to it hereunder, or to insist upon strict compliance by Franchisee with any obligation, agreement or undertaking hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Franchisor's right to demand full and exact compliance by Franchisee and shall not affect or impair Franchisor's rights with respect to any subsequent default of the same

or of a different nature, nor shall any delay or omission of Franchisor to exercise any right arising from such default affect or impair Franchisor's rights as to such default or any subsequent default. Franchisor has the unrestricted right to elect to not enforce (or to selectively enforce) any provision of this Agreement or any other agreement, standard or policy, whether with respect to Franchisee and/or any other franchisee or other person, or any Affiliate of Franchisee or Franchisor, without liability.

(g) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. One or more counterparts can be delivered by facsimile or .pdf file transmission.

(h) Headings. The headings used in the Agreement are for convenience only, and the paragraphs shall be interpreted as if such headings were omitted.

(i) Time of Essence. Franchisee agrees and acknowledges that time is of the essence with regard to Franchisee's obligations hereunder, and that all of Franchisee's obligations are material to Franchisor and this Agreement.

(j) Territory Boundaries. Territory boundaries are as described in the Site Selection Addendum, which is Attachment 2.

(k) Agreement Binding Upon Signature of Franchisor. Franchisee acknowledges that this Agreement shall not take effect until its acceptance and execution by an officer of Franchisor.

(l) Evolving Agreements. Franchisee acknowledges that Franchisor has entered, and will continue to enter, into agreements with other Franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that Franchisor and Franchisees other than Franchisee may have different rights and obligations does not affect the parties' duty to comply with this Agreement.

(m) Delegation. Franchisor shall have the right to delegate Franchisor's duties under this Agreement to any affiliated or non-affiliated entity, agent, or employee and Franchisee agrees to such assignment without any right to approve such actions.

(n) Fines. For each instance where Franchisee fails to obtain prior written approval for advertisements, fails to attend required training or franchisor sponsored conventions, offers unauthorized products or services or otherwise fails to comply with Franchisor's operating standards, Franchisor shall, at Franchisor's option, have the right to levy a fine in an amount up to One Thousand Dollars ($1,000) per occurrence. The imposition of a fine pursuant to this section shall not act as a waiver of any of Franchisor's other remedies under this Agreement. Furthermore, Franchisor has the right to collect any such fines by means of EFT.

(o) Final Act. The last signature applied to this Agreement shall be the signature of Franchisor's President or Vice President at Franchisor's headquarters in New Jersey. The Agreement shall not be binding on Franchisor until signed by Franchisor.

(p) Covenant of Good Faith. No covenant of good faith and fair dealing shall be implied into this Agreement, except that if applicable law shall imply such a covenant in this Agreement, Franchisor and Franchisee agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply such a covenant, Franchisee acknowledges that (a) this Agreement grants Franchisor the discretion to make decisions, take actions, and refrain from taking actions not inconsistent with Franchisor's explicit rights and obligations hereunder that may favorably or adversely affect Franchisee's interests; (b) Franchisor will use its judgment in exercising such discretion based on Franchisor's assessment of its own interests and balancing those interests against the interests of Franchisee and other franchisees within the Chain generally; and (c) Franchisor will have no liability to Franchisee for the exercise of its discretion, so long as such discretion is not exercised in bad faith toward Franchisee; and (d) in absence of such bad faith, no trier of fact in any legal action shall substitute its judgment for Franchisor's judgment so exercised.

(q) Security Agreement. Franchisee agrees to give no security interests, pledges or encumbrances in Franchisee's inventory, leasehold, fixtures, securities or franchise agreement without the prior written approval of Franchisor, which shall not be deemed a consent to assignment. Franchisor will not unreasonably withhold approval but is legitimately concerned to ensure: (a) that Franchisee not lose the business; (b) that the business not be lost to the franchise system; and (c) that Franchisor not have to defend a claim to franchisee rights by anyone it shall not have agreed to accept as a franchisee. In order to secure the prompt performance of Franchisee's obligations under this Agreement, Franchisee grants Franchisor and Franchisor takes a first priority security interest in all of Franchisee's assets, including without limitation, all present and after acquired inventory and equipment wherever located, accounts, deposit accounts, chattel paper, instruments, contract rights (including Franchisee's rights under this Agreement) and general intangibles, including payment intangibles, and all proceeds and products thereof including insurance proceeds. All items in which a security interest is granted are referred to as the "Collateral". This Agreement and the Franchise granted to Franchisee hereunder may not be used by Franchisee as collateral or be the subject of a security interest, lien, levy, attachment or execution by Franchisee's creditors, any financial institution, or any other party, except with Franchisor's prior written approval. The Security Interest is to secure payment of the following (the "Indebtedness"): (a) all amounts due under this Agreement or otherwise by Franchisee; (b) all sums which Franchisor may, at Franchisor's option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness; (c) all expenses, including reasonable attorneys' fees, which Franchisor incurs in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting Franchisor's rights under the Security Interest and this Agreement; and (d) all other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of Franchisee to Franchisor or third parties under this Agreement, however created, and specifically including all or part of any renewal or

extension of this Agreement, whether or not Franchisor executes any extension agreement or renewal instruments. Franchisee will from time to time as Franchisor requires join with Franchisor in executing any additional documents and one or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to Franchisor. Upon default and termination of Franchisee's rights under this Agreement, Franchisor shall have the immediate right to possession and use of the Collateral. Franchisee agrees that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at Franchisor's option and without notice, become due and payable immediately, and Franchisor shall then have the rights, options, duties, and remedies of a secured party under, and Franchisee shall have the rights and duties of a debtor under the Uniform Commercial Code of New Jersey (or other applicable law), including, without limitation, Franchisor's right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by Franchisor in a commercially reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to Franchisee pursuant to the notice provisions set forth above. This Agreement shall be deemed a Security Agreement and a Financing Statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a Financing Statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction.

FRANCHISEE ACKNOWLEDGES THAT, IN ALL OF ITS DEALINGS WITH FRANCHISOR'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES, THESE INDIVIDUALS ACT ONLY IN THEIR REPRESENTATIVE CAPACITY AND NOT IN AN INDIVIDUAL CAPACITY. FRANCHISEE ACKNOWLEDGES THAT THIS AGREEMENT AND ALL BUSINESS DEALINGS BETWEEN FRANCHISEE AND THESE INDIVIDUALS AS A RESULT OF THIS AGREEMENT ARE SOLELY BETWEEN FRANCHISEE AND FRANCHISOR. NOTWITHSTANDING THE FOREGOING, IF FRANCHISOR ENGAGES ANY BROKER, THAT BROKER WILL BE SOLELY LIABLE FOR ITS CONDUCT WITH FRANCHISEE EXCEPT THAT FRANCHISOR WILL REMAIN LIABLE FOR THE BROKER'S CONDUCT SOLELY TO THE EXTENT OF FRANCHISOR'S OWN CRIMINAL, INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT IN ENGAGING THE BROKER. IN ADDITION, FRANCHISOR MAKES NO WARRANTY AS TO FRANCHISEE'S ABILITY TO OPERATE THE FRANCHISED BUSINESS IN THE JURISDICTION IN WHICH THE FRANCHISED BUSINESS WILL BE OPERATED. FRANCHISEE MUST SEEK OR OBTAIN ADVICE OF COUNSEL SPECIFICALLY ON THIS ISSUE. IF LEGISLATION IS ENACTED, OR A REGULATION PROMULGATED, BY ANY GOVERNMENTAL BODY THAT PREVENTS FRANCHISEE FROM OPERATING THE FRANCHISED BUSINESS, FRANCHISOR IS NOT LIABLE FOR DAMAGES NOR REQUIRED TO INDEMNIFY FRANCHISEE IN ANY MANNER WHATSOEVER OR TO RETURN ANY MONIES RECEIVED FROM FRANCHISEE.

IN WITNESS WHEREOF, parties hereto have duly executed this Agreement on the day, month and year first written above.

Franchisor:

CASEY'S CLEANING FRANCHISING L.L.C.

By: _____
Cindy Nacca, Chief Executive Officer

FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR APPROVED LOCATIONS IN OHIO: You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Franchisee:

_____

By: _____
Name: _____
Title: _____

Owners and Guarantors:

By: _____
Name: _____
Capacity: _____

By: _____
Name: _____
Capacity: _____

By: _____
Name: _____
Capacity: _____

By: _____
Name: _____
Capacity: _____

[FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR APPROVED LOCATIONS IN OHIO]

Notice of cancellation

_____

(Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to CASEY'S CLEANING FRANCHISING L.L.C, 108 Manchester Avenue, Forked River, NJ, 08731, 609-548-2660 not later than midnight of _____.

I hereby cancel this transaction.

_____

(Purchaser's Signature)

(Date) _____

[FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR APPROVED LOCATIONS IN OHIO]

Notice of cancellation

_____

(Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to CASEY'S CLEANING FRANCHISING L.L.C, 108 Manchester Avenue, Forked River, NJ, 08731, 609-548-2660 not later than midnight of _____.

I hereby cancel this transaction.

_____

(Purchaser's Signature)

(Date) _____

ATTACHMENT 1 TO FRANCHISE AGREEMENT

Fees and Payments

Franchisee is licensing the right to operate a CASEY'S CLEANING business.

Initial Franchise Fee

_____ Franchisee is opening its first CASEY'S CLEANING business, and the business is new. The Initial Franchise Fee is Twenty-Five Thousand Dollars ($25,000) and shall be payable upon execution of this Franchise Agreement.

_____ Franchisee is opening its first CASEY'S CLEANING business, and is eligible to receive the Veteran's Discount. The Initial Franchise Fee is Twenty-Two Thousand Five Hundred Dollars ($22,500) and shall be payable upon execution of this Franchise Agreement.

_____ Franchisee is converting its existing cleaning business of another brand into a CASEY'S CLEANING business. The Initial Franchise Fee is Twelve Thousand Five Hundred Dollars ($12,500) and shall be payable upon execution of this Franchise Agreement.

_____ Franchisee is opening its second CASEY'S CLEANING business. The Initial Franchise Fee is Twenty Thousand Dollars ($20,000) and shall be payable upon execution of this Franchise Agreement.

_____ Franchisee is opening its third or subsequent CASEY'S CLEANING business. The Initial Franchise Fee is Ten Thousand Dollars ($10,000) and shall be payable upon execution of this Franchise Agreement.

Continuing Royalty

Franchisee shall pay a Continuing Royalty of Five Percent (5%) of Gross Revenues. For purposes of this Attachment 1, "Gross Revenues" shall mean the total revenue generated by Franchisee's CASEY'S CLEANING business, including all revenue generated from the sale and provision of any and all Approved Products and Services at or through Franchisee's Franchised Business and all proceeds from any business interruption insurance related to the non-operation of Franchisee's Franchised Business, whether such revenues are evidenced by cash, check, credit, charge, account, barter or exchange. "Gross Revenues" does not include (a) tips received by employees through their employment with the Franchised Business, (b) any sales tax and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, or (c) the value of any allowance issued or granted to any client of the Franchised Business that is credited in good faith by Franchisee in full or partial satisfaction of the price of the Approved Products or Services. Royalties are assessed on gift cards when redeemed, not sold.

The following address is Franchisee's address under Section 22 of the Franchise Agreement.

Franchisee's Address for Notice

_____

_____

_____

_____

ATTACHMENT 2 TO FRANCHISE AGREEMENT

SITE SELECTION ADDENDUM

CASEY'S CLEANING FRANCHISING L.L.C. ("Franchisor") and _____ ("Franchisee") have as of _____ entered into a CASEY'S CLEANING franchise Agreement ("Franchise Agreement") and desire to supplement its terms as set out below in this Site Selection Addendum ("Addendum"). The parties hereto agree as follows:

AGREEMENT

1. Time to Locate Site: Within sixty (60) days after the Effective Date of the Franchise Agreement (as defined herein), Franchisee shall acquire or lease, at Franchisee's expense, commercial real estate that is properly zoned for the use of the business to be conducted by Franchisee under the Franchise Agreement (a "Franchised Business") at a site approved by Franchisor as hereinafter provided. Failure by Franchisee to acquire or lease a site for the Franchised Business within the time required in Section 1 hereof shall constitute a default under Section 17(d)(i) of the Franchise Agreement and under this Addendum, and Franchisor, in its sole discretion, may terminate the Franchise Agreement and this Addendum pursuant to the terms of Section 17 of the Franchise Agreement.

2. Site Selection Assistance: Franchisor shall provide Franchisee with leasing guidelines ("Leasing Guidelines") to assist Franchisee in its site selection. Franchisee must follow the Leasing Guidelines.

3. Site Selection Package Submission and Approval: Franchisee shall submit to Franchisor, in the form specified by Franchisor, a copy of the site plan and such other information or materials as Franchisor may reasonably require, together with an option contract, letter of intent or other evidence satisfactory to Franchisor which confirms Franchisee's favorable prospects for obtaining the site along with the Site Selection Fee provided for in the Franchise Agreement. Franchisor shall have fifteen (15) days after receipt of such information and materials from Franchisee to approve or disapprove, in its sole discretion, the proposed site as the location for the Franchised Business. In the event Franchisor does not disapprove a proposed site by written notice to Franchisee within said fifteen (15) days such site shall be deemed approved by Franchisor.

4. Lease Responsibilities: Within thirty (30) days of site approval by Franchisor, Franchisee shall sign a lease which shall be coterminous with the Franchise Agreement, or a binding agreement to purchase the site.

5. Site Evaluation Services: Franchisor shall have the right, but not the obligation, to perform any on-site evaluation as Franchisor may deem advisable. If on-site evaluation is deemed necessary and appropriate by Franchisor (on its own initiative or at Franchisee's request) for any premises of the Franchised Business to be established, Franchisee shall reimburse Franchisor for all reasonable expenses incurred by Franchisor in connection with such on-site evaluation, including, without limitation, the cost of travel, lodging and meals.

6. **Approved Location:** After the location for the premises of the Franchised Business is approved by Franchisor pursuant to Sections 1 and 3 hereof and leased or acquired by Franchisee pursuant to Section 4 hereof, the location shall constitute the Approved Location described in Section 1 of the Franchise Agreement. The Approved Location shall be specified on a separate piece of paper and be attached hereto as Exhibit 1 hereto, which shall become a part of the Franchise Agreement.

7. **Method of Determining Franchise Territory:** The Franchise Territory shall be set forth on Exhibit 1 and become part of the Franchise Agreement.

8. **Integral Part**: This Site Selection Addendum shall be considered an integral part of the Franchise Agreement between the parties hereto, and the terms of this Site Selection Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Site Selection Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to duly sign and deliver this Site Selection Addendum on the date first above written.

FRANCHISEE:	CASEY'S CLEANING FRANCHISING L.L.C.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT 1

TO ATTACHMENT 2 TO FRANCHISE AGREEMENT

SITE SELECTION ADDENDUM

APPROVED LOCATION AND FRANCHISE TERRITORY

The Territory will be:

_____
_____
_____

The Approved Location of the premises for the Franchised Business will be:

_____
_____
_____

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to duly sign and deliver this Exhibit 2 to the Site Selection Addendum on the date first above written.

FRANCHISEE:	FRANCHISOR:
_____	CASEY'S CLEANING FRANCHISING L.L.C.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT 3 TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS ("GUARANTY") IS GIVEN THIS DATE OF _____ by _____

_____

(the "Guarantor" or collectively the "Guarantors").

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date (the "Agreement") by CASEY'S CLEANING FRANCHISING L.L.C. (the "Franchisor"), and _____ ("Franchisee"), each of the undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successor and assigns, for the term of the Agreement and as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (4) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability. Each of the undersigned consents and agrees that: (I) his or her direct and immediate liability under this Guaranty shall be joint and several; (2) he or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; (4) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement; and (5) Guarantor is bound by the restrictive covenants, confidentiality provisions, and indemnification provisions contained in the Agreement.

Each of the undersigned Guarantors represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

Guarantor hereby consents and agrees that:

(a) Guarantor's liability under this undertaking shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and the other owners of Franchisee;

(b) Guarantor shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;

(c) This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of the Agreement by a trustee of Franchisee. Neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;

(d) Franchisor may proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Guarantor hereby waives the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed; and

(e) Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

Guarantor agrees to be personally bound by the arbitration obligations under Section 21(a) of the Agreement, including, without limitation, the obligation to submit to binding arbitration the claims described in Section 21(a) of the Agreement in accordance with its terms. All terms not defined herein shall have the definition set forth in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has affixed his signature on the same day and year as the Agreement was executed.
GUARANTOR(S):

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

ATTACHMENT 4 TO FRANCHISE AGREEMENT
NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This Nondisclosure and Noncompetition Agreement ("Agreement") is made and entered into as of _____ by and between CASEY'S CLEANING FRANCHISING L.L.C., a New Jersey limited liability company ("Company"), located at 108 Manchester Avenue, Forked River, NJ 08731, and _____ ("Associate"), who resides at _____. All initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Franchise Agreement.

RECITALS

A. The Company is engaged in the business of selling franchises for the operation of a business providing premium cleaning services to residential and commercial customers ("Franchised Business"). The Franchised Businesses are operated under the Company's trademark "CASEY'S CLEANING" and other service marks, trademarks, logo types, architectural designs, trade dress and other commercial symbols (collectively, the "Marks");

B. The Franchisor has developed methods for establishing, operating and promoting Franchised Businesses pursuant to the Franchisor's Confidential Information (defined below) and Trade Secrets (defined below) and such Confidential Information and Trade Secrets as may be further developed from time to time by the Franchisor ("System");

C. The Franchisor and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of products and customer service, which goodwill and reputation have been and will continue to be of major benefit to the Franchisor;

D. Associate desires to become involved with a _____ ("Franchisee"), a franchisee of the Franchisor that operates a Franchised Business in _____ in the capacity of an owner, officer, partner, director, or agent of the Franchised Business, or is a spouse or domestic partner of an owner of a Franchised Business, and will become privileged as to certain Confidential Information and Trade Secrets. Associate may or may not have signed the Franchise Agreement or Guaranty and Assumption of Franchisee's Obligations form; and

E. Associate and the Franchisor have reached an understanding with regard to nondisclosure by Associate of Confidential Information and Trade Secrets and with respect to noncompetition by Associate with the Franchisor and other franchisees of the Franchisor. Associate agrees to the terms of this Agreement as partial consideration for the Franchisor's willingness to allow Associate to engage in a business relationship with Franchisor or Franchisee using the Franchisor's Confidential Information and Trade Secrets.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate and the Franchisor, intending legally to be bound, agree as follows:

1. Definitions.

(a) "Associate" shall mean the individual described in the first paragraph of this Agreement.

(b) "Competitive Business" as used in this Agreement means any business or commercial activity, other than a CASEY'S CLEANING business that Franchisee is authorized by Franchisor to operate, that performs services that are the same as or similar to those offered by CASEY'S CLEANING businesses, including, residential or commercial cleaning services, or which offers products or merchandise that are the same as or similar to those offered by CASEY'S CLEANING businesses.

(c) "Confidential Information" shall include, without limitation, all knowledge, know-how, formats, plans, data processes, supply systems, marketing systems, techniques, designs, layouts, standards, and procedures related to the establishment and operation of the Franchised Business, and includes all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Franchised Business including, without limitation, all databases (whether in print, electronic or other form), all names, addresses, phone numbers, e-mail addresses, customer purchase records, mail lists, manuals, promotional and marketing materials, marketing strategies and any other data and information that the Franchisor or its affiliates designates as confidential including all information contained in the Operations Manuals, which may be provided as one or more separate manuals, written instructional guides, electronic files, or other communications from the Franchisor or its affiliates, which may be changed or supplemented from time to time.

(d) "Franchise Agreement" shall mean the franchise agreement between Franchisor and Franchisee dated _____ as amended or renewed from time to time.

(e) "Location" shall mean the approved location of Franchisee's Franchised Business.

(f) "Restrictive Territory" shall mean:

(i) At the Location; or

(ii) The Territory served by Franchisee as that Territory exists on the date of termination, expiration, or non-renewal of the Franchise Agreement; or

(iii) The territories in which Franchisor or its affiliates operate any CASEY'S CLEANING businesses or locations as of the date of termination, expiration, or non-renewal of the Franchise Agreement; or

(iv) The territories of any of Franchisor's CASEY'S CLEANING franchisees as those territories exist as of the date of termination, expiration, or non-renewal of the Franchise Agreement; or

(v) An area which is within a 25-mile radius of:

a. The Location of the Franchised Business as of the date of termination, expiration, or non-renewal of the Franchise Agreement, or

b. The location of any other CASEY'S CLEANING businesses owned by Franchisor or its affiliates or franchisees as of the date of termination, expiration, or non-renewal of the Franchise Agreement.

(g) "Restrictive Period" shall mean a period of two (2) years that begins the earlier of (i) the date of termination, expiration, or non-renewal of the Franchise Agreement, regardless of the reason for such termination, expiration, or non-renewal, or (ii) the date Associate's association with Franchisee or the Franchised Business ends for any reason, including but not limited to, divorce, separation, sale, termination, or transfer.

(h) "Term" shall have the meaning defined in the Franchise Agreement.

(i) "Territory" shall have the meaning defined in the Franchise Agreement.

(j) "Trade Secret(s)" shall mean information, including a customer lists, pattern, compilation, program, device, method, technique or process related to the Franchised Business that both derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. Confidential Information and Trade Secrets. Associate and the Franchisor acknowledge that the Confidential Information and Trade Secrets that are developed and utilized in connection with the operation of the Franchised Business are unique and the exclusive property of the Franchisor or its affiliates. Associate acknowledges that any unauthorized disclosure or use of the Confidential Information and Trade Secrets would be wrongful and would cause irreparable injury and harm to the Franchisor or its affiliates. Associate further acknowledges that the Franchisor or its affiliates have expended a great amount of effort and money in obtaining and developing the Confidential Information and Trade Secrets, that the Franchisor or its affiliates have taken numerous precautions to guard the secrecy of the Confidential Information and Trade Secrets, and that it would be very costly for competitors to acquire or duplicate the Confidential Information and Trade Secrets.

3. Nondisclosure of Confidential Information. During the Term and any renewal Term of the Franchise Agreement and for all periods after the Term and any renewal Term of the Franchise Agreement, Associate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of the Franchisor or the Franchised Business, any of the Confidential Information of the Franchisor or its affiliates.

4. Exceptions to Disclosing Confidential Information. Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to the following: (a) information that was in the public domain prior to being communicated to Associate through no fault of Associate; (b) information that entered the public domain after it was Communicated to Associate through no fault of Associate; (c) information that was in Associate's possession free of any obligation of confidence at the time it was communicated to Associate; or (d) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Associate is legally compelled to disclose the information, if Associate has notified the Franchisor before disclosure and used Associate's best efforts, and afforded the Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to the Franchisor of confidential treatment for the information required to be so disclosed.

5. Nondisclosure of Trade Secrets. During the Term and any renewal Term of the Franchise Agreement and for as long as such information constitutes a Trade Secret, Associate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of the Franchisor or the Franchised Business, any of the Trade Secrets of the Franchisor or its affiliates.

6. In-Term Covenant Against Unfair Competition. During the Term, Associate will not, without Franchisor's prior written consent for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(i) own, manage engage in, be employed by, advise, make loans to, or have any other interest in, as a partner, owner, officer, executive, managerial employee, director, sales person or consultant for, any Competitive Business; or

(ii) offer or grant franchises or licenses for any Competitive Business; or

(iii) perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

(iv) use any vendor relationship established through Associate's association with Franchisor or Franchisee for any purpose other than to purchase supplies, products, equipment, merchandise, or services for use or retail sale in the Franchised Business; or

(v) solicit, divert or attempt to solicit or divert any customer of the Franchisee at any time during the Term of the Franchise Agreement, to any Competitive Business, by direct or indirect inducement or otherwise.

7. Post-Termination Covenant Against Unfair Competition. Associate covenants and agrees that for the Restrictive Period Associate shall not, within the Restrictive Territory, engage in any of the following:

(i) Engage in any Competitive Business as franchisee or licensee; or

(ii) Franchise or license any Competitive Business to any person or party; or

(iii) Own, manage, operate, or have any operational or management authority in any Competitive Business; or

(iv) Engage in any Competitive Business as an employee, consultant, or independent contractor in any capacity in which Associate would be in a position to use or disclose Confidential Information; or

(v) Become interested in any such Competitive Business as an owner, partner, shareholder, member, director, officer, consultant, lender, or principal; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Section 7(v) so long as Associate does not own themselves or through their spouses or partners more than one percent (1%) of the securities of such corporation; or

(vi) solicit, divert, or attempt to solicit or divert to any Competitive Business any vendor or supplier with whom Associate had a business relationship through Associate's association with Franchisor or Franchisee as of the first day of the Restrictive Period or within one (1) year of the Restrictive Period; or

(vii) solicit, divert, or attempt to solicit or divert any persons who were employees or independent contractors associated with Franchisee as of the first day of the Restrictive Period or within one (1) year of the Restrictive Period; or

(viii) solicit, divert, or attempt to solicit or divert any persons who were employees or independent contractors of Franchisor, Franchisor's affiliates, or Franchisor's other franchisees as of the first day of the Restrictive Period or within one (1) year of the Restrictive Period; or

(ix) solicit, divert, or attempt to solicit or divert to any Competitive Business any customer located within the Restrictive Territory with whom Associate had a business relationship through Associate's association with Franchisor or Franchisee as of the first day of the Restrictive Period or within one (1) year of the Restrictive Period.

8. Injunction. Associate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, the Franchisor shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which the Franchisor may be entitled. Associate agrees that the Franchisor may obtain such injunctive relief, without posting a bond or bonds totaling Five Hundred Dollars ($500) or more, but upon due notice, and Associate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon a hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Associate.

9. Reasonableness of Restrictions. Associate acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and necessary for the protection of the Confidential Information and Trade Secrets and that any violation of this Agreement would cause substantial and irreparable injury to Franchisor, and that Franchisor would not have entered into a business relationship with Associate or Franchisee or enter into this Agreement or the Franchise Agreement without receiving Associate's unrestricted promise to preserve the confidentiality of

the Confidential Information and Trade Secrets. In any litigation concerning the entry of any requested injunction against Associate, Associate, for value, voluntarily waives such defenses as Associate might otherwise have under the law of the jurisdiction in which the matter is being litigated relating to any claimed "prior breach" on the part of the Franchisor; it being specifically understood and agreed between the parties that no action or lack of action on the part of the Franchisor will entitle or permit Associate to disclose any such Confidential Information or Trade Secrets in any circumstances.

10. Effect of Waiver. The waiver by Franchisor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Associate and the Franchisor and their respective heirs, executors, representatives, successors and assigns.

12. Entire Agreement. This instrument contains the entire agreement of Associate and the Franchisor relating to the matters set forth herein. It may not be changed verbally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

13. Governing Law; Jurisdiction and Venue. The laws of New Jersey (without giving effect to its conflicts of law principles) govern all matters arising under and relating to this Agreement, including torts. In the event of a breach or threatened breach by Associate of this Agreement, Associate hereby irrevocably submits to the jurisdiction of the state and federal courts of New Jersey, and irrevocably agrees that venue for any action or proceeding shall be in the state and federal courts of New Jersey. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts of New Jersey. Notwithstanding the foregoing, in the event that the laws of the state where Associate resides prohibit the aforesaid designation of jurisdiction and venue, then such other state's laws shall control.

14. Severability. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement that shall otherwise remain in full force and effect.

15. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.

16. Miscellaneous. Due to the importance of this Agreement to Franchisor, any claim Associate has against Franchisor is a separate matter and does not entitle Associate to violate, or justify any violation of, this Agreement. Associate agrees that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement, and that such meaning has been explained to Associate.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

ASSOCIATE:

_____

_____

CASEY'S CLEANING FRANCHISING L.L.C.

_____

Name: _____

Title: _____

ATTACHMENT 5 TO FRANCHISE AGREEMENT
TELEPHONE LISTING AND INTERNET AUTHORIZATION AGREEMENT

THIS AGREEMENT is entered into as of _____ by and between CASEY'S CLEANING FRANCHISING L.L.C., a New Jersey limited liability company with principal place of business and headquarters located at 108 Manchester Avenue, Forked River, NJ 08731, and _____, a _____ _____ with principal place of business located at _____, _____ _____ (hereinafter referred to as "Franchisee").

WITNESSETH THAT:

WHEREAS, CASEY'S CLEANING FRANCHISING L.L.C. has developed and refined a business known as "CASEY'S CLEANING," which uses distinctive innovations and marketing features (such business is referred to herein as the "CASEY'S CLEANING System"); and

WHEREAS, CASEY'S CLEANING FRANCHISING L.L.C. is the franchisor of the CASEY'S CLEANING System and the owner of the trademarks, service marks, copyrights and other intellectual property used in the CASEY'S CLEANING System, including without limitation, the mark CASEY'S CLEANING (collectively referred to herein as the "CASEY'S CLEANING Intellectual Property"); and

WHEREAS, CASEY'S CLEANING FRANCHISING L.L.C. and Franchisee have entered into a Franchise Agreement (the "Franchise Agreement") pursuant to which CASEY'S CLEANING FRANCHISING L.L.C. granted to Franchisee the non-exclusive limited right to use the CASEY'S CLEANING Intellectual Property and related commercial symbols (the "Franchised Business") in Franchisee's business telephone directory listings marketing the Franchised Business and otherwise identifying Franchisee; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Franchisee is authorized to obtain separate telephone service, and/or participate in a central telephone service for Franchisee's Franchised Business as created by or on behalf of CASEY'S CLEANING FRANCHISING L.L.C. Such service shall not be used in conjunction with any other business or residential telephone service at Franchisee's home and/or principal place of business.

2. Franchisee is authorized and agrees to secure white pages, Yellow Pages and directory assistance listings only as "CASEY'S CLEANING." No other names or modifications of "CASEY'S CLEANING" may be used in conjunction with the CASEY'S CLEANING Intellectual Property, and no additional listings may be used with the telephone number so assigned to Franchisee unless approved in writing in advance by CASEY'S CLEANING FRANCHISING L.L.C.

3. All telephone listings, Yellow Page display advertising, layout and copy desired to be used by or requested by Franchisee shall be approved in advance in writing by CASEY'S

CLEANING FRANCHISING L.L.C., and Franchisee agrees not to deliver to any telephone company placements of any such copy unless written approval by CASEY'S CLEANING FRANCHISING L.L.C. is attached.

4. Franchisee shall be responsible for the timely and complete payment of all service charges for telephone service, directory listings and Yellow Page advertising and/or all service charges for the Franchisee's reasonable share of central numbers, associated listings and advertising.

5. Franchisee agrees such telephone number(s), listings and advertisements shall be considered to be the sole and exclusive property of CASEY'S CLEANING FRANCHISING L.L.C. Upon termination, non-renewal, or expiration of the Franchise Agreement for whatever reason, Franchisee agrees to immediately cease all use of such telephone number(s), cell phone number(s), email addresses, social networking logins and passwords, Twitter handles, listings and advertisements ("Property") and Franchisee agrees to take all actions necessary to immediately transfer all such Property to CASEY'S CLEANING FRANCHISING L.L.C., and to the extent allowed by applicable law, Franchisee shall take all actions necessary to ensure the same shall become the sole and exclusive property of CASEY'S CLEANING FRANCHISING L.L.C., at its option, subject to CASEY'S CLEANING FRANCHISING L.L.C.'s obligation to pay all fees due therefor becoming due and payable after the date of cessation of use by Franchisee. Franchisee shall immediately deliver all information related to such Property to CASEY'S CLEANING FRANCHISING L.L.C.

6. Franchisee, by this Agreement, hereby releases and forever discharges CASEY'S CLEANING FRANCHISING L.L.C. and its successors or assigns and the telephone company, internet provider, or other service provider from liability of any kind or character which results or may result directly or indirectly from CASEY'S CLEANING FRANCHISING L.L.C.'s exercise of its rights hereunder or from such telephone company, internet provider or other service provider's cooperation with CASEY'S CLEANING FRANCHISING L.L.C. in effecting the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CASEY'S CLEANING FRANCHISING L.L.C.

By: _____
Name: _____
Title: _____

EXHIBIT B-1
OUTLET DIRECTORY AND LISTING OF CURRENT FRANCHISEES

None.

EXHIBIT B-2
LISTING OF CERTAIN PAST FRANCHISEES
or Franchisees who have not been in communication within 10 weeks

One franchisee departed the system during 2020 or failed to communicate with us within the last 10 weeks.

Brian Eisenbraun
93 Walnut Ave
Redbank, New Jersey
(732) 759-4334

EXHIBIT C
FINANCIAL STATEMENTS

UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

CASEY'S CLEANING FRANCHISING L.L.C.

BALANCE SHEETS

AS OF JUNE 30, 2021

ASSETS:		
CURRENT ASSETS		
Cash and equivalents		$ 2,464
TOTAL CURRENT ASSETS		$ 2,464
TOTAL ASSETS		$ 2,464
LIABILITIES AND MEMBER'S EQUITY:		
CURRENT LIABILITIES		$ -
TOTAL CURRENT LIABILITIES	$ -	
LONG-TERM LIABILITIES		$ -
TOTAL LIABILITIES		$ -
MEMBER'S EQUITY	**$** 2,464	
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 2,464	

CASEY'S CLEANING FRANCHISING L.L.C.
STATEMENTS OF OPERATIONS
FOR THE PERIOD ENDED JUNE 30, 2021

REVENUES	$ -
OPERATING EXPENSES	
General and administrative	$ 101
TOTAL OPERATING EXPENSES	$ 101
OPERATING (LOSS)	$ (101)
OTHER INCOME (EXPENSE)	$ -
NET (LOSS)	$ (101)

CASEY'S CLEANING FRANCHISING L.L.C.

FINANCIAL REPORT

AS OF DECEMBER 31, 2020

CASEY'S CLEANING FRANCHISING L.L.C.

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REESE
CPA LLC

Independent Auditor's Report

To the Member
Casey's Cleaning Franchising L.L.C.
Forked River, NJ

Report on the Financial Statements

We have audited the accompanying balance sheets of Casey's Cleaning Franchising L.L.C. as of December 31, 2020 and 2019, and the related statements of operations, member's equity and cash flows for the year ended December 31, 2020 and the period from January 23, 2019 (Inception) through December 31, 2019 and the related notes to financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Casey's Cleaning Franchising L.L.C. as of December 31, 2020 and 2019 and the results of their operations and their cash flows for the year ended December 31, 2020 and the period from January 23, 2019 (Inception) through December 31, 2019 in accordance with accounting principles generally accepted in the United States of America.

Reese CPA LLC

Thornton, Colorado
September 3, 2021

15953 Fillmore Street • Thornton, CO 80602
Office: (303) 999-6485 • Fax (303) 284-5041

CASEY'S CLEANING FRACHISING L.L.C.
BALANCE SHEETS
AS OF DECEMBER 31, 2020 AND 2019

	2020	2019
ASSETS:		
CURRENT ASSETS		
Cash and equivalents	$ 2,464	$ 565
TOTAL CURRENT ASSETS	2,464	565
TOTAL ASSETS	$ 2,464	$ 565
LIABILITIES AND MEMBER'S EQUITY:		
CURRENT LIABILITIES	$ -	$ -
TOTAL CURRENT LIABILITIES	-	-
LONG-TERM LIABILITIES	-	-
TOTAL LIABILITIES	-	-
MEMBER'S EQUITY	2,464	565
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 2,464	$ 565

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

CASEY'S CLEANING FRACHISING L.L.C.
STATEMENTS OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2020 AND THE
ERIOD FROM JANUARY 23, 2019 (INCEPTION) THROUGH DECEMBER 31, 201

	2020	2019
REVENUES	$ -	$ -
OPERATING EXPENSES		
General and administrative	101	2,435
TOTAL OPERATING EXPENSES	101	2,435
OPERATING (LOSS)	(101)	(2,435)
OTHER INCOME (EXPENSE)	-	-
NET (LOSS)	$ (101)	$ (2,435)

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

CASEY'S CLEANING FRACHISING L.L.C.
STATEMENTS OF CHANGES IN MEMBER'S EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2020 AND THE
PERIOD FROM JANUARY 23, 2019 (INCEPTION) THROUGH DECEMBER 31, 2019

	Member Contributions	Accumulated (Deficit)	Total Member's Equity
INCEPTION, JANUARY 23, 2019	**$ -**	**$ -**	**$ -**
Member Contributions	3,000	-	3,000
Net (loss)	-	(2,435)	(2,435)
BALANCE, DECEMBER 31, 2019	3,000	(2,435)	565
Member Contributions	2,000	-	2,000
Net (loss)	-	(101)	(101)
BALANCE, DECEMBER 31, 2020	$ 5,000	$ (2,536)	$ 2,464

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

CASEY'S CLEANING FRACHISING L.L.C.
STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2020 AND THE
PERIOD FROM JANUARY 23, 2019 (INCEPTION) THROUGH DECEMBER 31, 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Net (Loss)	$ (101)	$ (2,435)
Net cash (used in) operating activities	(101)	(2,435)
CASH FLOWS FROM INVESTING ACTIVITIES	-	-
Net cash (used) in investing activities	-	-
CASH FLOWS FROM FINANCING ACTIVITIES		
Member contributions	2,000	3,000
Net cash provided by financing activities	2,000	3,000
NET INCREASE IN CASH	1,899	565
CASH, Beginning of Period	565	-
CASH, End of Period	$ 2,464	$ 565
SUPPLEMENTAL DISCLOSURES		
Cash paid for interest	$ -	$ -
Cash paid for taxes	$ -	$ -

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

CASEY'S CLEANING FRANCHISING L.L.C.
NOTES TO FINANCIAL STATEMENTS

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

Casey's Cleaning Franchising L.L.C. ("the Company") was formed on January 23, 2019, (Inception) in the State of New Jersey as a limited liability company. The Company grants franchises to qualified persons to own and operate a business providing premium residential and commercial cleaning services using the trade name or trademark, CASEY'S CLEANING, and other related trade names, trademarks, or logos (collectively, "Marks"). The franchised business will operate in a protected area.

The Company has two affiliates. Casey's Cleaning, L.L.C. ("CCLLC"), was formed as a New Jersey limited liability company on December 8, 2017 and operates a business of the type that the Company is franchising. CCLLC is the successor company to a sole proprietorship owned and operated since 1986 by the Company's founder. The Company's second affiliate is Casey's Cleaning IP Holder LLC ("IP Holder"), that was formed on February 12, 2019 as a New Jersey limited liability company. IP Holder owns the trademarks and all intellectual property and has licensed its use the Company and the Company's franchisees.

COVID-19

In December 2019, a novel strain of coronavirus was reported in Wuhan, China. The World Health Organization has declared the outbreak to constitute a "Public Health Emergency of International Concern." The COVID-19 outbreak is disrupting supply chains and affecting production and sales across a range of industries. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on our customers, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain.

A summary of significant accounting policies follows:

Basis of Presentation

The accompanying financial statements have been prepared on an accrual basis in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Development Stage Operations

The Company's planned franchising activities, as previously described, have not yet commenced. Since its inception the Company has not sold any franchises, has not earned any revenue and has incurred limited expenses. The Company's activities are subject to significant risks and uncertainties, including failing to secure additional capital to fund operations until the Company achieves break-even operational status.

Use of Estimates

Preparation of the Company's financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

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

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company had no cash equivalents as of December 31, 2020 and 2019.

Accounts Receivable

Accounts receivable arise in the normal course of business through franchise sales and royalties earned. Management evaluates individual customer's receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off if deemed uncollectible and recoveries of accounts receivable previously written off are recorded as income when received. The Company did not have any accounts receivable or allowance for doubtful accounts as of December 31, 2020 and 2019 and did not charge-off any accounts receivable during the year ended December 31, 2020 and the period from January 23, 2019 (Inception) through December 31, 2019.

Property, Plant & Equipment

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally three to seven years). The Company had no property, plant & equipment at December 31, 2020 and 2019.

Intangible Assets

The Company has adopted ASC 350, Intangibles – Goodwill and Other that requires that goodwill and intangible assets with indefinite lives (such as franchise development cost) no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives are amortized over their estimated useful lives. The useful life of an intangible asset is the period over which it is expected to contribute directly or indirectly to future cash flows. Intangible assets with finite lives are reviewed for impairment if events or changes in circumstances indicate that the carrying value might not be recoverable. The Company had no intangible assets as of December 31, 2020 and 2019.

Income Taxes

The member of the Company has elected to be taxed as a "Disregarded Entity" under the provisions of the Internal Revenue Code. Under those provisions, taxable income and losses of the Company are reported on the income tax returns of its member and no provisions for federal or state franchise taxes has been recorded on the accompanying balance sheet.

The Company adopted ASC 740-10-25-6 "Accounting for Uncertainty in Income Taxes", that requires the Company to disclose uncertain tax positions. Under the standard an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold upon examination by taxing authorities. Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements or that would affect the Company's members. The Company's evaluation was performed for the year ended December 31, 2020 and the period from January 23, 2019 (Inception) through December 31, 2019 for U.S. Federal Income Tax and the State of New Jersey Income Tax

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

Revenue Recognition, Non-refundable Deferred Franchise Fees and Franchise Acquisition Assets

The Company recognizes revenues under the guidance of ASC 606, "Contracts with Customers". The Company's revenue is principally generated through franchise agreements executed with the Company's franchisees.

Each franchise agreement is comprised of several performance obligations. The Company identifies those performance obligations, determines the contract price for each obligation, allocates the transaction price to each performance obligation and recognizes revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee.

When a qualified party purchases a franchise, the Company grants the franchisee the right to operate the franchised business in a designated territory and to use the proprietary methods, techniques, trade dress, trademarks, and logos ("symbolic intellectual property" or "IP"). Revenues related to the designated territory and IP are continuing royalties that are 5.0% of gross revenues. These revenues will be used to continue the development of the Company's brand, the franchise system and provide on-going support for the Company's franchisees. The Company bills and recognizes royalty fees as revenue each week as gross sales occur. The Company has no revenue from royalty fees during the year ended December 31, 2020 and the period from January 23, 2019 (Inception) through December 31, 2019

Revenue from initial franchise fees is allocated to the performance obligations in the franchise agreement that are distinct from the territory rights and symbolic intellectual property. The amount allocated to each identified performance obligation is determined using the expected cost plus a margin or fair market value approach. Revenue from initial fees is recognized when the performance obligation is satisfied and control of the good or service has been transferred to the franchisee. Unearned initial fee revenues will be recorded as non-refundable deferred franchise fees. Commissions and other direct costs related to unsatisfied performance obligations will be recorded as a contract acquisition asset and are recognized as expense when the related performance obligation has been satisfied. The Company has no revenue from initial fees during the year ended December 31, 2020 and the period from January 23, 2019 (Inception) through December 31, 2019.

Brand Fund Contribution

Contributions to the Brand Fund are 1% of weekly gross revenues. The fees are due weekly and are recognized as revenue by the Company when earned. The Company has reserved the right to increase the brand fund contribution to 2% of weekly gross revenues. The Company has no revenue from brand fund contributions during the year ended December 31, 2020 and the period from January 23, 2019 (Inception) through December 31, 2019.

Advertising Costs

The Company expenses advertising costs as incurred. Advertising expense the year ended December 31, 2020 and the period from January 23, 2019 (Inception) through December 31, 2019 was $0 and $0.

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

Fair Value of Financial Instruments

The Company's financial instruments consist of cash and cash equivalents. The carrying amounts approximate fair value due to their short maturities.

Recently issued accounting pronouncements

The Company has adopted all recently issued Accounting Standards Updates ("ASU"). The adoption of the recently issued ASUs, including those not yet effective, is not anticipated to have a material effect on the financial position or results of operations of the Company.

NOTE 2 – SUMMARY OF FRANCHISE ACTIVITY

Changes in the number of franchises for the year ended December 31, 2020 and the period from January 23, 2019 (Inception) through December 31, 2019 consist of the following:

	2020	2019
Units in operation, beginning	1	1
Units opened	-	-
Units terminated or closed	-	-
Units in operation, ending	1	1
Franchised units	-	-
Affiliate owned units	1	1

NOTE 3 – COMMITMENTS AND CONTINGENCIES

Litigation

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

NOTE 4 - SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through September 3, 2021 the date on which the financial statements were available to be issued.

CASEY'S CLEANING FRANCHISING L.L.C.

FINANCIAL REPORT

AS OF DECEMBER 31, 2019

CASEY'S CLEANING FRANCHISING L.L.C.

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REESE
CPA LLC

Independent Auditor's Report

To the Member
Casey's Cleaning Franchising L.L.C.
Forked River, NJ

Report on the Financial Statements

We have audited the accompanying balance sheet of Casey's Cleaning Franchising L.L.C. as of December 31, 2019 and the related statements of operations, member's equity and cash flows for the period from January 23, 2019 (Inception) through December 31, 2019 and the related notes to financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Casey's Cleaning Franchising L.L.C. as of December 31, 2019 and the results of their operations and their cash flows for the period from January 23, 2019 (Inception) through December 31, 2019 in accordance with accounting principles generally accepted in the United States of America.

Reese CPA LLC

Thornton, Colorado
June 25, 2020

15953 Fillmore Street • Thornton, CO 80602
Office: (303) 999-6485 • Fax (303) 284-5041

CASEY'S CLEANING FRACHISING L.L.C.
BALANCE SHEET
AS OF DECEMBER 31, 2019

ASSETS:		
CURRENT ASSETS		
Cash and equivalents	$	565
TOTAL CURRENT ASSETS		565
TOTAL ASSETS	$	565
LIABILITIES AND MEMBER'S EQUITY:		
CURRENT LIABILITIES	$	-
TOTAL CURRENT LIABILITIES		-
LONG-TERM LIABILITIES		-
TOTAL LIABILITIES		-
MEMBER'S EQUITY		565
TOTAL LIABILITIES AND MEMBER'S EQUITY	$	565

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

CASEY'S CLEANING FRACHISING L.L.C.
STATEMENT OF OPERATIONS
FOR THE PERIOD FROM JANUARY 23, 2019 (INCEPTION) THROUGH DECEMBER 31, 2019

REVENUES	$	-
OPERATING EXPENSES		
General and administrative		2,435
TOTAL OPERATING EXPENSES		2,435
OPERATING (LOSS)		(2,435)
OTHER INCOME (EXPENSE)		-
NET (LOSS)	$	(2,435)

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

CASEY'S CLEANING FRACHISING L.L.C.
STATEMENT OF CHANGES IN MEMBER'S EQUITY
FOR THE PERIOD FROM JANUARY 23, 2019 (INCEPTION) THROUGH DECEMBER 31, 2019

	Member Contributions	Accumulated (Deficit)	Total Member's Equity
INCEPTION, JANUARY 23, 2019	**$ -**	**$ -**	**$ -**
Member Contributions	3,000	-	3,000
Net (loss)	-	(2,435)	(2,435)
BALANCE, MARCH 31, 2019	$ 3,000	$ (2,435)	$ 565

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

CASEY'S CLEANING FRACHISING L.L.C.
STATEMENT OF CASH FLOWS
FOR THE PERIOD FROM JANUARY 23, 2019 (INCEPTION) THROUGH DECEMBER 31, 2019

CASH FLOWS FROM OPERATING ACTIVITIES		
Net (Loss)	$	(2,435)
Net cash (used in) operating activities		(2,435)
CASH FLOWS FROM INVESTING ACTIVITIES		-
Net cash (used) in investing activities		-
CASH FLOWS FROM FINANCING ACTIVITIES		
Member contributions		3,000
Net cash provided by financing activities		3,000
NET INCREASE IN CASH		565
CASH, Beginning of Period		-
CASH, End of Period	$	565
SUPPLEMENTAL DISCLOSURES		
Cash paid for interest	$	-
Cash paid for taxes	$	-

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

CASEY'S CLEANING FRANCHISING L.L.C.
NOTES TO FINANCIAL STATEMENTS

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

Casey's Cleaning Franchising L.L.C. ("the Company") was formed on January 23, 2019, (Inception) in the State of New Jersey as a limited liability company. The Company grants franchises to qualified persons to own and operate a business providing premium residential and commercial cleaning services using the trade name or trademark, CASEY'S CLEANING, and other related trade names, trademarks, or logos (collectively, "Marks"). The franchised business will operate in a protected area.

The Company has two affiliates. Casey's Cleaning, L.L.C. ("CCLLC"), was formed as a New Jersey limited liability company on December 8, 2017 and operates a business of the type that the Company is franchising. CCLLC is the successor company to a sole proprietorship owned and operated since 1986 by the Company's founder. The Company's second affiliate is Casey's Cleaning IP Holder LLC ("IP Holder"), that was formed on February 12, 2019 as a New Jersey limited liability company. IP Holder owns the trademarks and all intellectual property and has licensed its use the Company and the Company's franchisees.

A summary of significant accounting policies follows:

Development Stage Operations

The Company's planned franchising activities, as previously described, have not yet commenced. Since its inception the Company has not sold any franchises, has not earned any revenue and has incurred limited expenses. The Company's activities are subject to significant risks and uncertainties, including failing to secure additional capital to fund operations until the Company achieves break-even operational status.

Use of Estimates

Preparation of the Company's financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company had no cash equivalents as of December 31, 2019.

Accounts Receivable

Accounts receivable arise in the normal course of business through franchise sales and royalties earned. Management evaluates individual customer's receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off if deemed uncollectible and recoveries of accounts receivable previously written off are recorded as income when received. The Company did not have any accounts receivable or allowance for doubtful accounts as of December 31, 2019 and did not charge-off any accounts receivable during the period from January 23, 2019 (Inception) through December 31, 2019.

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

Property, Plant & Equipment

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally three to seven years). The Company had no property, plant & equipment at December 31, 2019.

Intangible Assets

The Company has adopted ASC 350, Intangibles – Goodwill and Other that requires that goodwill and intangible assets with indefinite lives (such as franchise development cost) no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives are amortized over their estimated useful lives. The useful life of an intangible asset is the period over which it is expected to contribute directly or indirectly to future cash flows. Intangible assets with finite lives are reviewed for impairment if events or changes in circumstances indicate that the carrying value might not be recoverable. The Company had no intangible assets as of December 31, 2019.

Income Taxes

The member of the Company has elected to be taxed as a "Disregarded Entity" under the provisions of the Internal Revenue Code. Under those provisions, taxable income and losses of the Company are reported on the income tax returns of its member and no provisions for federal or state franchise taxes has been recorded on the accompanying balance sheet.

The Company adopted ASC 740-10-25-6 "Accounting for Uncertainty in Income Taxes", that requires the Company to disclose uncertain tax positions. Under the standard an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold upon examination by taxing authorities. Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements or that would affect the Company's members. The Company's evaluation was performed for the period from January 23, 2019 (Inception) through December 31, 2019 for U.S. Federal Income Tax and the State of New Jersey Income Tax

Revenue Recognition

When a Casey's Cleaning franchise is sold, the Company agrees to provide certain services to the franchisee. Initial franchise fees will be recognized as revenue when the material services and conditions required to be performed by the Company have been completed. Initial franchise fees collected by the Company before the material services and conditions are complete will be recorded as deferred franchise sales revenue. The Company had no franchise sales during the period from January 23, 2019 (Inception) through December 31, 2019.

Revenues from continuing weekly royalties is 5% of the gross revenues. The royalties are due weekly and are recognized as revenue by the Company when earned. The Company had no revenues from continuing weekly royalties during the period from January 23, 2019 (Inception) through December 31, 2019.

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

Brand Fund Contribution

Contributions to the Brand Fund are 1% of weekly gross revenues. The fees are due weekly and are recognized as revenue by the Company when earned. The Company has reserved the right to increase the brand fund contribution to 2% of weekly gross revenues. The Company had no revenues from administrative service fees during the period from January 23, 2019 (Inception) through December 31, 2019.

Advertising Costs

The Company expenses advertising costs as incurred. Advertising expense the three months ended December 31, 2019 was S0.

Fair Value of Financial Instruments

For the Company's financial instruments which consist of cash and cash equivalents the carrying amounts approximate fair value due to their short maturities.

Recently issued accounting pronouncements

The Company has adopted all recently issued Accounting Standards Updates ("ASU"). The adoption of the recently issued ASUs, including those not yet effective, is not anticipated to have a material effect on the financial position or results of operations of the Company.

NOTE 2 – SUMMARY OF FRANCHISE ACTIVITY

Changes in the number of franchises for the period from January 23, 2019 (Inception) to December 31, 2019 consist of the following:

	Current Period
Units in operation, beginning	1
Units opened	-
Units terminated or closed	-
Units in operation, ending	1
Franchised units	-
Affiliate owned units	1

NOTE 3 – COMMITMENTS AND CONTINGENCIES

Litigation

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

NOTE 4 - SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through June 25, 2020 the date on which the financial statements were available to be issued.

EXHIBIT D
STATE SPECIFIC ADDENDUM TO
FRANCHISE AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT

RIDERS TO FRANCHISE AGREEMENT FOR SPECIFIC STATES

If any one of the following Riders to the Franchise Agreement for Specific States ("Riders") is checked as an "applicable Rider" below, then that Rider shall be incorporated into the Franchise Agreement entered into by CASEY'S CLEANING FRANCHISING L.L.C. and the undersigned Franchisee. To the extent any terms of an Applicable Rider conflict with the terms of the Franchise Agreement, the terms of the Applicable Rider shall supersede the terms of the Franchise Agreement.

Applicable Rider

□ California
□ New York

CASEY'S CLEANING FRANCHISING L.L.C.

_____
FRANCHISEE (Print Name)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

CALIFORNIA APPENDIX FOR OFFERINGS

OF FRANCHISES IN CALIFORNIA

If your franchise is located in California, the following will apply:

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

PAYMENT OF THE INITIAL FRANCHISE FEES IS POSTPONED UNTIL AFTER THE FRANCHISOR'S INITIAL OBLIGATIONS ARE COMPLETE.

Risk Factor: California has a labor law known as California Assembly Bill 5 or "AB5" that governs when someone is classified as an employee or an independent contractor. Your franchise agreement states that you are an independent contractor, but AB5 may mean you are an employee instead. Being an employee may entitle you to minimum wage, sick and family leave, unemployment and workers' compensation, expense reimbursements, protection from retaliation and discrimination, and other benefits given to employees. You should research and consult with an attorney regarding California's labor laws.

1. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

2. No person or franchise broker listed in Item 2 of the disclosure document 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.

3. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

4. Item 17 Additional Paragraphs:

   A. California Business and Professional Code Sections §§ 20000 through 20043 provide rights to the franchisee concerning the termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

   B. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 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 litigation to occur in New Jersey with the costs being borne by each party, unless the disputed provision in the franchise agreement provides for payment by the losing party of the prevailing party's attorneys' fees and costs of litigation. This provision may not be enforceable under California law.

E. The franchise agreement requires application of the laws of New Jersey. This provision may not be enforceable under California law.

5. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as business and Professions Code § 20040.S, Code of Civil Procedures 1281, and the Federal Arbitrations Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

6. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

7. 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).

8. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, we will not interpret the Franchise Agreement as permitting or requiring maximum price limits.

9. The maximum interest rate in California is 10%.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party 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.

B. No such party has 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.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-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, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party 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.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "**Summary**" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "**Summary**" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing 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.

EXHIBIT E
FEDERAL AND STATE REGULATORY AUTHORITIES

FEDERAL TRADE COMMISSION

Franchise Rule Coordinator
Federal Trade Commission Division of Marketing Practices
Pennsylvania Avenue at Sixth Street, N.W., Room 238
Washington, D.C. 20580
Telephone: (202) 326-2970

STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA:
Commissioner of Financial Protection & Innovation
Department of Financial Protection and Innovation
320 West 4th St., Ste. 750
Los Angeles, California 90013
Telephone: (213) 576-7500 or
Toll Free Telephone: (866) 275-2677

CONNECTICUT:
Eric Wilder, Director of Securities
Connecticut Department of Banking
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103-1800
Telephone: (860) 240-8233

HAWAII:
Commissioner of Securities
of the State of Hawaii
Department of Commerce and
Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
Telephone: (808) 586-2722

ILLINOIS (Registered Agent):
Tanya Solov, Director of Securities
Office of the Secretary of State
Securities Department
69 West Washington Street, Suite 1220
Chicago, IL 60602
Telephone: (312) 793-3884

ILLINOIS (Regulatory Authority):
Lisa Madigan
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
Telephone: (217) 782-4465

INDIANA:
Chris Naylor, Securities Commissioner
Franchise Section
Indiana Securities Division
Secretary of State
Room E-111
302 West Washington Street
Indianapolis, IN 46204
Telephone: (317) 232-6681

IOWA:
Jim Mumford, Securities Administrator
Director of Regulated Industries Unit
Iowa Securities Bureau
330 Maple Street
Des Moines, IA 50319-0066
Telephone: (515) 281-5705

MARYLAND (Registered Agent):
Maryland Securities Commissioner
200 St. Paul Place,
Baltimore, Maryland 21202-2020
Telephone: (410) 576-6360

MARYLAND (Regulatory Authority):
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202-2020
Telephone: (410) 576-6360

MICHIGAN (Regulatory Authority):
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
525 W. Ottawa Street
Lansing, MI 48909
Telephone: (517) 373-1152

MICHIGAN (Registered Agent):
Linda Cena, Securities Director
Office of Financial & Insurance Regulation
525 West Allegan
1st Floor Constitution Hall
Lansing, MI 48909
Telephone: (517) 241-6345

MINNESOTA:
Minnesota Dept. of Commerce
Securities-Franchise Registration
85 7th Place East, Suite 280
Saint Paul, MN 55101-2198
Telephone: (651) 539-1500

NEW YORK (Administrator/Regulatory Authority)
NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st Fl
New York, NY 10005
212-416-8222

NEW YORK (Agent for Service of Process)
Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA:
North Dakota Securities Department
Fifth Floor State Capitol, Dept. 414
600 East Boulevard
Bismarck, ND 58505-0510
Telephone: (701) 328-2910

OKLAHOMA:
Oklahoma Securities Dept.
First National Center
120 N. Robinson Suite 860
Oklahoma City, OK 73102
Telephone: (405) 280-7700

RHODE ISLAND:
Division of Securities
233 Richmond Street, Suite 232
Providence, RI 02903
Telephone: (401) 222-3048

SOUTH DAKOTA:
Division of Insurance
Securities Regulation
124 S. Euclid, Ste. 104
Pierre, SD 57501
Telephone: (605) 773-3563

TEXAS:
Hope Andrade
Secretary of State
P.O. Box 12697
Austin, TX 78711-2697
Telephone: (512) 463-5701

UTAH:
Division of Consumer Protection
Utah Department of Commerce
160 East 300 South
SM Box 146704
Salt Lake City, UT 84114-6704
Telephone: (801) 530-6601

VIRGINIA (Registered Agent):
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
Telephone: (804) 371-9733

VIRGINIA (Regulatory Authority)
State Corporation Commission,
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
Telephone: (804) 371-9051

WASHINGTON:
Address for Service of Process:
Department of Financial Institutions
Securities Division
150 Israel Road, SW
Tumwater, WA 98501
Telephone: (360) 902-8760

Mailing Address:
Department of Financial Institutions
Securities Division
PO Box 9033
Olympia, WA 98507

WISCONSIN:
Franchise Office
Wisconsin Securities Commission
P.O. Box 1768
Madison, WI 53701
Telephone: (608) 266-3364

EXHIBIT F
AREA DEVELOPMENT AGREEMENT

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AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between CASEY'S CLEANING FRANCHISING L.L.C. ("Franchisor") and _____ ("Area Developer"), with reference to the following facts:

Franchisor has the right to use and sublicense the right to use certain proprietary and other property rights and interests in and to the "CASEY'S CLEANING" name and such other trademarks, trade names, service marks, logotypes, insignias, trade dress and designs (collectively "Proprietary Marks") used in connection with the development, operation and maintenance of a CASEY'S CLEANING franchised business (the "Franchised Business").

Franchisor desires to expand and develop the Franchised Business, and seeks sophisticated and efficient franchisees that will develop one or more Franchised Businesses within designated areas.

Area Developer desires to build and operate Franchised Businesses and Franchisor desires to grant to Area Developer the right to build and operate said Franchised Businesses in accordance with the terms and upon the conditions contained in this Agreement.

WHEREFORE, IT IS AGREED

I.

GRANT OF AREA DEVELOPMENT FRANCHISE

1.1 Grant of Area Development Franchise

Franchisor hereby grants to Area Developer, and Area Developer hereby accepts, the non-exclusive right during the term hereof (so long as Area Developer and its affiliates are not in default of any of their obligations under this Agreement or any franchise agreement with Franchisor), to develop Franchised Business in the Development Area and as more fully described in "Exhibit A" which is annexed hereto and by this reference made a part hereof (the "Development Area"), upon the terms and subject to the conditions of this Agreement.

This Agreement is not a franchise agreement, and only sets the framework for the parties to enter into franchise agreements. This Agreement does not grant to Area Developer any right to use in any manner Franchisor's Proprietary Marks or franchise system. Area Developer shall have no right under this Agreement to license others to use in any manner Franchisor's Proprietary Marks or franchise system.

1.2 Franchise Agreements

The parties acknowledge that the operation of each Franchised Business (each, "Franchised Business") shall be governed by the then-current franchise agreement signed by Franchisor and Area Developer (each, a "Franchise Agreement"). At or before the signing of this Agreement,

Area Developer must sign and deliver to Franchisor at least one Franchise Agreement and the full Initial Franchise Fee for the first Franchised Business to be opened by the Area Developer. Area Developer must comply with the terms and conditions of the Franchise Agreements for each Franchised Business developed pursuant to this Agreement as part of Area Developer's obligations hereunder and Area Developer's failure to execute and comply with such Franchise Agreements shall be a breach of this Agreement. The Franchise Agreement for the second and subsequent Franchised Businesses shall be executed in accordance with the Development Schedule, as may be adjusted from time to time pursuant to Section 2.1, after our written approval of a location for the Franchised Business to be operated thereunder. Each Franchise Agreement to be executed by Area Developer for each Franchised Business to be developed hereunder shall be the then-current form of the Franchise Agreement being offered to new CASEY'S CLEANING franchisees. Area Developer acknowledges that Franchisor has the right, however, to charge then-current published rates for royalties, advertising fees, and any other fees charged under a Franchise Agreement.

1.3 Guaranty

Area Developer agrees that if it is an entity, all of the owners, shareholders, members and partners of Area Developer and their spouses, if any, shall sign the Guaranty and Assumption of Developer's Obligations, annexed hereto as Exhibit "C" and incorporated herein by this reference.

II.

AREA DEVELOPER'S DEVELOPMENT OBLIGATION

2.1 Minimum Development Obligation

Area Developer hereby agrees to construct, equip, open and thereafter continue to operate within the Development Area not less than the cumulative number of CASEY'S CLEANING businesses set forth in Exhibit "B," which is annexed hereto and by this reference made a part hereof, within each of the time periods (the "Development Schedule") specified therein (hereafter, the "Minimum Development Obligation"). Recognizing that time is of the essence, Area Developer agrees to satisfy the Minimum Development Obligation provided for in this Agreement, including the Franchised Business governed by the Franchise Agreement executed before or concurrently with this Agreement.

Area Developer agrees that during the term of this Agreement, in addition to meeting the Minimum Development Obligation, Area Developer will at all times faithfully, honestly, and diligently perform its obligations hereunder and will continuously exert its best efforts to develop and operate Franchised Businesses in the Development Area. Area Developer further acknowledges and agrees that satisfaction of the Minimum Development Obligation does not automatically mean that Area Developer has complied with its obligations hereunder.

2.2 Force Majeure

Should Area Developer be unable to meet the Minimum Development Obligation solely as the result of Force Majeure, including, but not limited to strikes, war, material shortages, fires,

floods, earthquakes, terrorism, and other acts of God, or by force of law (including, but not limited to any legal disability of Franchisor to deliver a Franchise Disclosure Document ("FDD") pursuant to Section 6.1 of this Agreement), which result in the inability of Area Developer to construct or operate Franchised Businesses in the Territory, and which Area Developer could not by the exercise of due diligence have avoided, the Development Schedule shall be extended by the amount of time during which such Force Majeure shall exist.

2.3 Area Developer Cannot Exceed Minimum Development Obligation

During the Term, Area Developer may not, without the prior written approval of Franchisor, subject to the terms and conditions of this Agreement and the Franchise Agreements, construct, equip, open and operate more Franchised Businesses in the Development Area than required in the Minimum Development Obligation.

III.

DEVELOPMENT AREA

3.1 Exclusivity of Development Area

Area Developer acknowledges that the rights granted in this Agreement are non-exclusive and limited. During the term of this Agreement and for so long as Area Developer and its affiliates are not in default of any of their obligations under this Agreement or any Franchise Agreement with Franchisor, Franchisor shall not operate or grant a franchise to any other person to operate a Franchised Business within the Development Area; provided however, that Franchisor retains the rights, among others, to:

(a) use and license others to use, the Proprietary Marks and the System for the operation of CASEY'S CLEANING businesses at any location outside of the Development Area;

(b) either directly or through third parties, provide, manufacture or sell, or both, within the Development Area products and services which are the same as or similar to those sold in CASEY'S CLEANING businesses using brand names which are the same as or similar to the Marks; and

(c) acquire, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with locations anywhere, including arrangements in which Franchisor (and/or any of Franchisor's affiliates) are acquired, and/or Franchisor-owned, franchised or other businesses (including Area Developer's Franchised Businesses) are converted to another format, maintained under the System or otherwise.

IV.

TERM OF AREA DEVELOPMENT AGREEMENT

4.1 Term

The term of this Agreement (the "Term") shall commence on the Effective Date and, unless sooner terminated in accordance with the provisions herein, or extended as provided in Section 2.2, shall continue until the earlier of the termination or expiration of this Agreement or the completion of the Minimum Development Obligation. After expiration of the term, or earlier termination of this Agreement as provided below, Franchisor shall have the right to establish, or license to any other party, including an area developer or franchisee, to establish a CASEY'S CLEANING business anywhere within the terminated Development Area except to the extent that such establishment or license to establish would violate the territory provisions of Area Developer's continuing and valid Franchise Agreements.

4.2 Renewal

Area Developer shall have no right to renew this Agreement.

V.

PAYMENTS BY AREA DEVELOPER

5.1 Area Development Fee

In addition to the Initial Franchise Fee which Area Developer shall deliver to Franchisor upon the signing of the first Franchise Agreement for the first Franchised Business opened by the Area Developer, Area Developer shall pay to Franchisor in cash or by certified check concurrently with the execution of this Agreement, the area development fee (the "Area Development Fee") set forth in Exhibit A.

The Area Development Fee shall be fully earned when received by Franchisor and shall be non-refundable in consideration of administrative or other expenses incurred by Franchisor and for the development opportunities lost or deferred as a result of the rights granted to Developer herein. Notwithstanding the foregoing, a pro-rata share of the Area Development Fee shall be credited against Area Developer's payment of the then-current Initial Franchise Fee for each Franchised Business opened under this Agreement subsequent to Franchisee's first Franchised Business. Under no circumstances shall the aggregated amount of such credits exceed the total Area Development Fee that Area Developer has actually paid to Franchisor. The Area Development Fee is non-refundable under any circumstances and shall be deemed to be earned upon receipt.

VI.

EXECUTION OF INDIVIDUAL FRANCHISE AGREEMENTS

6.1 Submission of FDD, Execution of Franchise Agreement

Promptly after approval of any site and the formation of Area Developer's business entity, Franchisor shall transmit to Area Developer Franchisor's then-current FDD. Immediately on receipt of the FDD, Area Developer shall return to Franchisor a signed copy of the acknowledgment of Receipt of the FDD. After the passage of any applicable disclosure period, Area Developer shall execute and deliver to Franchisor two (2) copies of said Franchise Agreement and the Initial Fee required pursuant to the Franchise Agreement, less the credit, if any, applicable pursuant to Section 5.1. Franchisor shall, promptly upon receipt of said document and Fee, execute and return to Area Developer one copy of the Franchise Agreement. Area Developer shall then procure the site by purchase or lease, and return one copy of the executed lease or, if purchased, the deed evidencing Area Developer's right to occupy the approved site. Area Developer shall then begin operation of the Franchised Business pursuant to the term of the Franchise Agreement.

6.2 Condition Precedent to Franchisor's Obligations

It shall be a condition precedent to Franchisor's obligations pursuant to Section 6.1, that Area Developer shall have performed all of his or her obligations under and pursuant to all agreements between Area Developer and Franchisor.

VII.

ASSIGNABILITY AND SUBFRANCHISING

7.1 Assignability by Franchisor

Franchisor shall have the right to assign this Agreement, or any of its rights and privileges hereunder to any other person, firm or corporation without Area Developer's prior consent; provided that, in respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall expressly assume and agree to perform such obligations.

7.2 No Subfranchising by Area Developer

Area Developer shall not offer, sell, or negotiate the sale of "CASEY'S CLEANING" franchises to any third party, either in Area Developer's own name or in the name and on behalf of Franchisor, or otherwise subfranchise, share, divide or partition this Agreement, and nothing in this Agreement will be construed as granting Area Developer the right to do so.

7.3 Assignment by Area Developer

(a) This Agreement has been entered into by Franchisor in reliance upon and in consideration of the singular personal skill, qualifications and trust and confidence reposed in Area Developer or, in the case of a corporate or partnership franchisee, the principal officers or partners thereof who will actively and substantially participate in the ownership and operation of the Franchised Business. Therefore neither the Area Developer's interest in this agreement nor any of its rights or privileges shall be assigned or transferred, voluntarily or involuntarily, in whole or in part, by operation of law or otherwise, in any manner.

(b) Area Developer shall not in any event have the right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement in any manner whatsoever without the express prior written permission of Franchisor, which permission may be withheld for any reason whatsoever in Franchisor's sole subjective judgment.

VIII.

NON-COMPETITION

8.1 In Term

During the term of this agreement, neither Area Developer, its affiliate, nor any shareholder, member, partner, officer, director, or member of Area Developer or its affiliate shall own, operate, advise, be employed by, or have any interest in any business that performs services that are the same as or similar to those offered by CASEY'S CLEANING outlets, including, residential or commercial cleaning services, or which offers products or merchandise that are the same as or similar to those offered by CASEY'S CLEANING outlets ("Competitive Business") except to the extent permitted under a Franchise Agreement with Franchisor or unless Franchisor shall consent thereto in writing, which consent Franchisor can withhold for any reason.

8.2 Post-Term Competition

Following the termination of this Agreement for any reason, Area Developer, its affiliate, and any shareholder, member, partner, officer, director, or member of Area Developer shall not for a period of two (2) years, own, operate, advise, be employed by, or have any interest in any Competitive Business within ten (10) miles of Area Developer's Development Area, any other development area or any CASEY'S CLEANING business in existence at the time of termination except as permitted under a Franchise Agreement with Franchisor. The parties have attempted in Sections 8.1 above and 8.2 to limit the Area Developer's right to compete only to the extent necessary to protect Franchisor from unfair competition. The parties hereby expressly agree that if the scope or enforceability of Section 8.1 or 8.2 is disputed at any time by Area Developer, a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provision(s) enforceable under applicable law. In addition,

Franchisor reserves the right to reduce the scope of either, or both, of said provisions without Area Developer's consent, at any time or times, effective immediately upon notice to Area Developer.

8.3 Trade Secrets and Confidential Information

Area Developer understands and agrees that Franchisor has disclosed or will hereafter disclose to Area Developer certain confidential or proprietary information and trade secrets. Except as necessary in connection with the performance of obligations under this Agreement and any Franchise Agreement executed with Franchisor, Area Developer shall not, during the Term or at any time after the expiration or termination of this Agreement, regardless of the cause of termination, directly or indirectly, use for its own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the products, services, advertising, marketing, designs, or methods of operation of the Franchised Business or the System. Area Developer shall disclose to its employees only such confidential, proprietary or trade secret information as is necessary to operate its business hereunder and then only while this Agreement is in effect. Any and all information, knowledge, or know-how, including without limitation, drawings, materials, equipment, marketing and other data which Franchisor designates as secret or confidential shall be deemed secret and confidential for purposes of this Agreement.

All ideas, concepts, techniques or materials concerning the Franchised Business, whether or not protectable intellectual property and whether created by or for Area Developer or its owners or employees, must be promptly disclosed to Franchisor and will be deemed the exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation will be due to Area Developer or its owners or employees therefor. Franchisor may incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Area Developer shall assign ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor reasonably requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Area Developer concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Area Developer shall, at Franchisor's expense, take all actions reasonably necessary to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Area Developer or not.

IX.

TERMINATION

9.1 Termination Pursuant to a Material Breach of This Agreement

This Agreement may be terminated by Franchisor for cause without notice or opportunity to cure, except for such notice as may be required by law, in the event of any material breach by Area Developer of this Agreement. Material breach, as used herein, shall specifically include, among other things, the following:

(a) Any attempt by Area Developer to sell, assign, transfer or encumber in whole or in part any or all rights and obligations under this Agreement, in violation of the

terms of this Agreement, or without the written consents required, pursuant to this Agreement.

(b) Failure of Area Developer to meet the Minimum Development Obligation within the Development Schedule set forth herein.

(c) Area Developer persistently neglects or fails to perform or observe any of the obligations or conditions to be performed or observed under this Agreement or a Franchise Agreement or are persistently in default of its obligations to provide the services to the standards required under the System and such default, neglect or failure affects the quality of products or services to customers; is a failure promptly to make payment of any sums owing to the Franchisor, suppliers, or any of the Franchisor's affiliates; or is a failure to provide the Franchisor with reports, accounts or information pursuant to this Agreement or the Franchise Agreement and Area Developer fail to remedy such default, neglect or failure (where capable of remedy) to the Franchisor's satisfaction within thirty (30) days after written notice from the Franchisor.

9.2 Termination by Reason of a Material Breach of Other Agreement

This Agreement may be terminated, at the election of Franchisor, in the event of any material breach by Area Developer of an individual Franchise Agreement or any other agreement between Franchisor and Area Developer.

9.3 Effect of Termination

Upon the expiration of the Term, or upon the prior termination of this Agreement, Area Developer shall have no further right to construct, equip, own, open or operate additional Franchised Businesses which are not, at the time of such termination or expiration, the subject of a then-existing Franchise Agreement between Area Developer and Franchisor which is in full force and effect. Thereafter, Franchisor shall be entitled to establish, and to license others to establish, Franchised Businesses in the Development Area (except as may be otherwise provided under any Franchise Agreement that has been executed between Franchisor and Area Developer).

9.4 Survival of Obligations

In the event of termination of this Agreement for any reason or following expiration of the Term, Area Developer shall remain subject to the provisions of Section 8.2 and 8.3 of this Agreement, and any other covenants contained in this Agreement which, by their terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

X.

CORPORATE OR PARTNERSHIP AREA DEVELOPER

10.1 Corporate or Partnership Area Developer

(a) If Area Developer is a corporation, limited liability company, or limited partnership, there is set forth below the name and address of each shareholder, member, or partner in Area Developer:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

(b) The address where Area Developer's financial records, and corporate, company, or partnership records, as applicable, are maintained is:

_____
_____
_____
_____
_____

(c) If Area Developer is a corporation, limited liability company, or partnership, there is set forth below the names, and addresses and titles of Area Developer's principal officers, members, or partners who will be devoting their full time to the Franchised Business of Area Developer:

NAME	ADDRESS

(d) Area Developer shall notify Franchisor in writing within ten (10) days of any change in the information set forth in subsections (a) through (c) above.

(e) Area Developer promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Area Developer.

(f) If Area Developer is a corporation or partnership, each of the shareholders or partners, as applicable, of Area Developer shall, by executing this Agreement, fully, unconditionally and irrevocably guarantee the performance by Area Developer of all of its obligations hereunder. In addition, Franchisee shall upon Franchisor's request cause all of its current and future shareholders and partners to execute the Franchisor's standard form of Guarantee.

XI.

ARBITRATION

11.1 General

(a) Any action arising out of or relating to this Agreement or the making, performance, or interpretation thereof shall upon thirty (30) days written notice by either party be resolved, except as elsewhere expressly provided in this Agreement, upon application by any such party by binding arbitration in Forked River, New Jersey, in accordance with the Federal Arbitration Act under the Commercial Arbitration Rules then prevailing of the American Arbitration Association, including without limitation the Optional Rules for Emergency Measures of Protection ("AAA"), and not under any state arbitration laws, and judgment on the arbitration award may be entered in any court of competent jurisdiction. Area Developer and Franchisor agree that arbitration shall be conducted on an individual - not a class-wide basis. The Federal Arbitration Act shall apply to all arbitration and arbitration venue questions. Any award by the arbitrator(s) shall be final, binding and non-appealable, except for errors of law. Unless the parties agree in writing at the time an arbitration proceeding is commenced to have a single arbitrator, the matter shall be heard by three (3) arbitrators, with each party selecting one (1) arbitrator and the third (3) arbitrator to be selected by the AAA. The arbitrator selected by the AAA shall have at least ten (10) years' experience in practicing franchise law, during which franchise law is or has been their primary area of practice and shall have substantial experience in the preparation of franchise agreements and franchise disclosure documents. Area Developer understands that by agreeing to arbitrate it gives up jury and appeal and other rights it might have in court.

(b) Neither Area Developer nor franchisor shall seek to litigate or arbitrate against the other party to this agreement or such party's affiliates, either as a representative of, or on behalf of, any other person, class, or entity any dispute, controversy, or claim of any kind arising out of, or relating to, this agreement, the rights and obligations of the parties, the sale of the franchise, or other claims or causes of action relating to the performance of either party to this agreement. No litigation, arbitration or other action or proceeding under this agreement shall add as a party, by consolidation, joinder, or in any other manner, any person or party other than franchisee and franchisor and any person in privity with, or claiming through, in the right of, or on behalf of, franchisee or franchisor, unless both franchisee and franchisor consent in writing. Franchisor has the absolute right to refuse such consent. Area Developer agrees and acknowledges that any proceeding directly or indirectly arising from or relating to this agreement, the relationship between the parties, or any agreement or relationship between Area Developer and any affiliate of

Franchisor will be considered unique on its facts and may not be brought as a class or group action.

11.2 Injunctive Relief

Notwithstanding the provisions of Section 11.1 above, Area Developer agrees that Franchisor, at its option, will have the right to seek preliminary injunctive relief from a court of competent jurisdiction, or in the first instance from an Arbitrator, to restrain any conduct by Area Developer in the development or operation of Franchised Businesses that could materially damage the goodwill associated with the Marks, the System and the Chain, including, without limitation, to protect its trademarks, trade names, service marks, logotypes, insignia, trade dress and designs, or to enjoin or restrain Area Developer from otherwise causing immediate and irreparable harm to Franchisor, provided that if Area Developer counters, as Area Developer may, by initiating arbitration, Franchisor agrees to arbitrate the entire dispute thereafter except preliminary injunctive relief (and permanent injunctive relief also, if Area Developer will not agree that the preliminary injunction shall remain effective indefinitely until the arbitrator shall dissolve it), leaving the court action pending, if it chooses, to facilitate enforcement. Area Developer agrees Franchisor will not be required to post a bond to obtain any injunctive relief with respect to use of the Marks.

XII.

GENERAL CONDITIONS AND PROVISIONS

12.1 Relationship of Area Developer to Franchisor

It is expressly agreed that the parties intend by this Agreement to establish between Franchisor and Area Developer the relationship of franchisor and franchisee. It is further agreed that Area Developer has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Franchisor for any purpose whatsoever. Neither Franchisor nor Area Developer is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Area Developer agrees that he will not hold himself out as the agent, employee, partner or co-venturer of Franchisor. All employees hired by or working for Area Developer shall be the employees of Area Developer and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

12.2 Indemnity

Area Developer hereby agrees to protect, defend and indemnify Franchisor, and all of its past, present and future shareholders, direct and indirect parent companies, subsidiaries, affiliates, officers, directors, employees, attorneys and designees and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property arising out of or in connection with Area Developer's operation of the Franchised Business pursuant hereto.

12.3 No Consequential Damages

Franchisor shall not be liable to Area Developer for any consequential damage, including but not limited to lost profits, interest expenses, increased construction or occupancy costs, or other costs and expenses incurred by Area Developer by reason of any delay in the delivery of Franchisor's FDD caused by legal incapacity during the Term, or other conduct not due to the gross negligence or misfeasance of Franchisor.

12.4 Waiver and Delay

No waiver by Franchisor of any breach or series of breaches or defaults in performance by Area Developer, and no failure, refusal or neglect of Franchisor to exercise any right, power or operation given to it hereunder or under any other franchise agreement between Franchisor and Area Developer, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Franchised Businesses) or to insist upon strict compliance with or performance of Area Developer obligations under this Agreement or any other franchise agreement between Franchisor and Area Developer, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Franchised Businesses), shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach thereof or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof. Franchisor has the unrestricted right to elect to not enforce (or to selectively enforce) any provision of this Agreement or any other agreement, standard or policy, whether with respect to Franchisee and/or any other franchisee or other person, or any Affiliate of Franchisee or Franchisor, without liability

12.5 Survival of Covenants

The covenants contained in this Agreement which, by their terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

12.6 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of all the successors and assigns of Franchisor and shall be binding upon and inure to the benefit of Area Developer and his or their respective heirs, executors, administrators, successors and assigns, subject to the prohibitions against assignment contained herein.

12.7 Joint and Several Liability

If Area Developer consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to Franchisor are joint and several.

12.8 Governing Law

This Agreement and any claim or controversy arising out of or relating to rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed under the laws of the State of New Jersey and any

dispute between the parties shall be governed by and determined in accordance with the substantive law of the State of New Jersey and the Federal Arbitration Act, which laws shall prevail in the event of any conflict of law.

12.9 Entire Agreement

This Agreement and the Exhibits incorporated herein contain all of the terms and conditions agreed upon by the parties hereto concerning the subject matter hereof. No other agreements concerning the subject matter hereof, written or oral, shall be deemed to exist or to bind any of the parties hereto and all prior agreement, understandings, and representations, are merged herein and superseded hereby except that nothing in this Agreement or any related agreement is intended to disclaim any representations made in the Franchise Disclosure Document. Area Developer represents that there are no contemporaneous agreements or understandings between the parties relating to the subject matter of this Area Development Agreement that are not contained herein. No officer or employee or agent of Franchisor has any authority to make any representation or promise not contained in this Agreement or any FDD for prospective franchisees required by applicable law, and Area Developer agrees that the have executed this Agreement without reliance upon any such representation or promise. This Agreement cannot be modified or changed except by written instruments signed by all of the parties hereto. The representations made in this section are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

12.10 Titles for Convenience

Article and paragraph titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

12.11 Gender

All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or paragraph hereof may require.

12.12 Severability

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement and any present or future stature, law, ordinance, or regulation contrary to which the parties have no legal right to contact, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provisions shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

12.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

12.14 Fees and Expenses

Should any party hereto commence any action or proceeding for the purpose of enforcing, or preventing the breach of, any provision hereof, whether by arbitration, judicial or quasi-judicial action or otherwise, or for damages for any alleged breach of any provision hereof, or for a declaration of such party's rights or obligations hereunder, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees for the services rendered to such prevailing party.

12.15 Notices

Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant thereto shall be deemed so delivered at the time delivered by hand, one (1) business day after transmission by facsimile or other electronic system, or five (5) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

If to Franchisor:
CASEY'S CLEANING FRANCHISING L.L.C.
Cindy Nacca
108 Manchester Avenue
Forked River NJ 08731
609-548-2660
cindy@caseyscleaning.com

If to Area Developer:

_____
_____
_____
Facsimile number: (___) _____

Or to such other address as such party may designate by ten (10) days' advance written notice to the other party.

XIII.

SUBMISSION OF AGREEMENT AND ACKNOWLEDGEMENT

13.1 Submission of Agreement

The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Franchisor and Area Developer. THIS AGREEMENT SHALL NOT BE BINDING ON FRANCHISOR UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY THE FRANCHISOR'S CHIEF EXECUTIVE OFFICER, PRESIDENT, OR EXECUTIVE VICE PRESIDENT OF FRANCHISE OPERATIONS. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL AND UNLESS AREA DEVELOPER SHALL HAVE BEEN FURNISHED BY FRANCHISOR WITH ALL DISCLOSURE DOCUMENTS, IN WRITTEN FORM, WHICH MAY BE REQUIRED UNDER OR PURSUANT TO APPLICABLE LAW, FOR REQUISITE TIME PERIODS.

13.2 Acknowledgment

AREA DEVELOPER ACKNOWLEDGES THAT IT SHALL HAVE SOLE AND COMPLETE RESPONSIBILITY FOR THE CHOICE OF LOCATIONS AT WHICH THE FRANCHISED BUSINESSES WILL BE OPERATED; THAT FRANCHISOR HAS NOT (AND SHALL NOT BE DEEMED TO HAVE, EVEN BY FRANCHISOR'S ACCEPTANCE OF THE SITES THAT ARE PART OF THE DEVELOPMENT AREA OR THAT WILL BECOME THE LOCATIONS AT WHICH THE FRANCHISED BUSINESSES WILL BE OPERATED) GIVEN ANY REPRESENTATION, PROMISE, OR GUARANTEE OF AREA DEVELOPER'S SUCCESS AT THE LOCATION; AND THAT AREA DEVELOPER SHALL BE SOLELY RESPONSIBLE FOR ITS OWN SUCCESS AT THE FRANCHISED BUSINESSES LOCATIONS.

AREA DEVELOPER, AND ITS SHAREHOLDERS AND PARTNERS, AS APPLICABLE, JOINTLY AND SEVERALLY ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT AND ALL OTHER RELATED DOCUMENTS TO BE EXECUTED CONCURRENTLY OR IN CONJUNCTION WITH THE EXECUTION HEREOF, THAT THEY HAVE OBTAINED THE ADVICE OF COUNSEL IN CONNECTION WITH ENTERING INTO THIS AGREEMENT, THAT THEY UNDERSTAND THE NATURE OF THIS AGREEMENT, AND THAT THEY INTEND TO COMPLY AND BE BOUND THEREBY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

ACCEPTED AS OF _____.

CASEY'S CLEANING FRANCHISING L.L.C.: a New Jersey corporation	AREA DEVELOPER _____
_____	_____
By Cindy Nacca Its President	By _____ Its _____

EXHIBIT A to Area Development Agreement
DEVELOPMENT AREA

_____

_____

The Development Fee shall be _____.

EXHIBIT B to Area Development Agreement
MINIMUM DEVELOPMENT OBLIGATIONS

	DEVELOPMENT PERIOD ENDING	CUMULATIVE NO. TO BE IN OPERATION
1	_____, 20____	_____
2	_____, 20____	_____
3	_____, 20____	_____
4	_____, 20____	_____
5	_____, 20____	_____

EXHIBIT C to Area Development Agreement
OWNER'S GUARANTY AND ASSUMPTION
OF DEVELOPER'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS ("GUARANTY") IS GIVEN THIS DATE OF_____ by

_____

_____

(the "Guarantor" or collectively the "Guarantors").

In consideration of, and as an inducement to, the execution of that certain Area Development Agreement of even date (the "Agreement") by CASEY'S CLEANING FRANCHISING L.L.C. (the "Franchisor"), and _____ ("Area Developer"), each of the undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successor and assigns, for the term of the Agreement and as provided in the Agreement, that Area Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (4) any right he or she may have to require that an action be brought against Area Developer or any other person as a condition of liability. Each of the undersigned consents and agrees that: (I) his or her direct and immediate liability under this Guaranty shall be joint and several; (2) he or she shall render any payment or performance required under the Agreement upon demand if Area Developer fails or refuses punctually to do so; (3) liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Area Developer or any other person; (4) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Area Developer or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement; and (5) Guarantor is bound by the restrictive covenants, confidentiality provisions, and indemnification provisions contained in the Agreement.

Each of the undersigned Guarantors represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

Guarantor hereby consents and agrees that:

(a) Guarantor's liability under this undertaking shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Area Developer and the other owners of Area Developer;

(b) Guarantor shall render any payment or performance required under the Agreement upon demand if Area Developer fails or refuses punctually to do so;

(c) This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Area Developer or any assignee or successor of Area Developer or by any abandonment of the Agreement by a trustee of Area Developer. Neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Area Developer or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;

(d) Franchisor may proceed against Guarantor and Area Developer jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Area Developer. Guarantor hereby waives the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed; and

(e) Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

Guarantor agrees to be personally bound by the arbitration obligations under Section 11.1 of the Agreement, including, without limitation, the obligation to submit to binding arbitration the claims described in Section 11.1 of the Agreement in accordance with its terms. All terms not defined herein shall have the definition set forth in the Agreement.

IN WITNESS WHEREOF, each of the undersigned has affixed his signature on the same day and year as the Agreement was executed.

GUARANTOR(S):

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

EXHIBIT G
RELEASE

CASEY'S CLEANING
FULL AND FINAL GENERAL RELEASE

FOR AND IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree and covenant to fully and mutually release the other as follows:

1. The Franchisee and its successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, officers, directors, principals, employees and affiliated parties (collectively, the "Franchisee Parties") do hereby release and forever discharge Franchisor, its successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, officers, directors, principals, employees and affiliated parties (collectively, the "Franchisor Parties") from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, including, without limitation: (a) arising out of or related to the Franchisor Parties' obligations under the franchise agreement or (b) otherwise arising from or related to the Franchisee Parties' relationship, from the beginning of time to the date of Franchisee's signature below, with any of the Franchisor Parties.

2. Franchisee, on its own behalf and on behalf of the other Franchisee Parties, further covenant not to sue any of the Franchisor Parties on any of the claims released by the preceding paragraph and represent that Franchisee has not assigned any such claims released by the preceding paragraph to any individual or entity who is not bound by this Release. It is understood and agreed that this Release is not to be construed as an admission of liability with respect to the Franchisor Parties.

3. The consideration expressly mentioned herein is the only consideration paid or to be paid by said parties hereby released. The parties acknowledge that no other party, or agent, or attorney of any other party, has made any promise, or representation or warranty to induce this Release, not herein expressly set forth, and no such promises, representations or warranties are relied upon as a consideration for this Release, or otherwise, but any and all of the parties' respective claims, of whatever nature are hereby fully and forever released, compromised and settled. Full and complete compromise, settlement, and accord and satisfaction are hereby acknowledged, and it is expressly agreed by the undersigned parties never to sue any of the other parties hereby released on any alleged promise, representation or warranty for this Release not herein expressly set forth.

4. This Agreement contains the entire agreement and understanding between the parties as to the matters specified herein and supersedes and replaces all agreements on this subject matter, whether written or oral. The terms contained herein may not be modified or amended except in writing signed by the parties. The terms of this Release are contractual and not a mere recital.

5. The undersigned further state that they have carefully read the foregoing instrument; that they know the contents thereof; that they understand and agree to each and every term and condition contained herein; that they signed the same as their own free act and deed; and that they have not assigned any rights released hereunder to any person or organization, private or governmental.

6. The parties hereby covenant and agree that each shall not make, at any time or place, any disparaging remarks, verbally or in writing, concerning any of the parties' actions or perceived omissions, regarding any matter connected with this Release Agreement or otherwise take any action that would disparage or cast doubt upon the business acumen or judgment of any other party. Each party understands and acknowledges that each other party's business and reputation are of special, unique, and extraordinary character, which gives them a particular value, the loss of which cannot reasonably be compensated in damages in an action at law. Accordingly, each party further agrees that in addition to any other rights or remedies that any other party may possess at law, any aggrieved party shall be entitled to injunctive and other equitable relief in order to prevent or remedy a breach of the provisions of this Agreement by any other party hereto.

7. The terms of this Release arose from discussions between the parties. Accordingly, no claimed ambiguity in this Release shall be construed against any party claimed to have drafted or proposed the language in question.

8. This Release shall be governed by and construed pursuant to the laws of the State of New Jersey.

9. This Release may be executed in two copies, each of which shall be deemed an original.

IF THE FRANCHISED BUSINESS FRANCHISEE OPERATES UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR IF FRANCHISEE IS A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

SECTION 1542 ACKNOWLEDGMENT. IT IS FRANCHISEE'S INTENTION, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY FRANCHISEE OR THE FRANCHISEE PARTIES. FRANCHISEE RECOGNIZES THAT FRANCHISEE OR THE FRANCHISEE PARTIES MAY HAVE SOME CLAIM, DEMAND OR CAUSE OF ACTION AGAINST THE FRANCHISOR PARTIES OF WHICH FRANCHISEE, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH FRANCHISEE, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS FRANCHISEE'S INTENTION, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE FRANCHISEE, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT FRANCHISEE, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE FRANCHISOR PARTIES. IN FURTHERANCE OF THIS INTENTION, FRANCHISEE, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, EXPRESSLY WAIVES ANY RIGHTS OR

BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR."

FRANCHISEE ACKNOWLEDGES AND REPRESENTS THAT FRANCHISEE HAS CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT FRANCHISEE UNDERSTANDS ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENTS THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the Franchised Business is located in Maryland or if Franchisee is a resident of Maryland, the following shall apply: Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

All releases given by the Parties are intended to constitute a full, complete, unconditional and immediate substitution for any and all rights, claims, demands and causes of action whatsoever which exist, or might have existed, on the date of this document. The Parties represent and warrant that they have made such independent investigation of the facts, law and otherwise pertaining to all matters discussed, referred to or released in or by this document as the Releasing Parties, in the Releasing Parties independent judgment, believe necessary or appropriate.

[FRANCHISEE]	
_____	CASEY'S CLEANING FRANCHISING L.L.C.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT H
ACH/EFT TRANSFER AGREEMENT

The undersigned depositor ("Franchisee" or "Payor") hereby authorizes CASEY'S CLEANING FRANCHISING L.L.C. ("Franchisor" or "Payee") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the bank designated below ("Bank") to debit or credit such account(s) pursuant to Franchisor's instructions.

Name of Person or Legal Entity of Franchisee: _____
ID Number: _____
Bank: _____
Branch: _____
City: _____ State: _____ Zip Code: _____
Bank Transit/ABA Number: _____
Account Number: _____

This authority is to remain in full and force and effect until sixty (60) days after Franchisor has received written notification from Franchisee of its termination.

FRANCHISEE/PAYOR:

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

INDEMNIFICATION AGREEMENT

To the above named Payee and the Bank designated:

The Payor agrees with respect to any action taken pursuant above authorization:

1. To indemnify the Bank and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Bank in the regular course of business for the purpose of payment, including any costs or expenses reasonably in collection therewith.

2. To indemnify Payee and the Bank for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

3. To defend at Payor's cost and expense any action which might be brought by any depositor or any other persons because of any actions taken by the Bank of Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Bank's or Payee's participation therein.

BE SURE THAT ALL INFORMATION ASKED FOR IS PROVIDED

EXHIBIT I
AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER

[This Agreement is a sample form currently in use and is subject to change.]

THIS AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER ("Agreement") is made among CASEY'S CLEANING FRANCHISING L.L.C. ("Franchisor"), [SELLER NAME(S) OR ENTITY NAME] ("Seller"), and [BUYER NAME(S) OR ENTITY NAME] ("Buyer"), and, if any, the undersigned Guarantors, effective as of the Effective Date.

RECITALS

A. Seller is the franchisee pursuant to that certain franchise agreement between Franchisor and Seller, as franchisee, dated [date of seller franchise agreement] (the "Seller Franchise Agreement"), governing the operation of the _____ business located at [business address], Franchised Business #_____ ("Franchised Location");

B. Buyer is the franchisee under that certain franchise agreement between Franchisor and Buyer, as franchisee, dated [date of buyer franchise agreement], Franchised Business #_____ (as amended, the "Buyer Franchise Agreement");

C. Seller has notified Franchisor that it and Buyer have entered into an Asset Purchase Agreement, dated [date of Asset Purchase Agreement] (the "Purchase Agreement"), pursuant to which Seller has agreed to sell and Buyer has agreed to purchase all of the rights, obligations and assets relating to the Franchised Location (the "Interests") and, further, that Buyer has agreed to assume the lease obligations with regard to the Franchised Location (collectively, the "Transfer"); and

D. Seller and the guarantors of the obligations of Seller (the "Seller Guarantors") have requested that Franchisor consent to the Transfer and release Seller and the Seller Guarantors from all obligations under the Franchise Agreement and guaranty, respectively; and

E. The parties desire to set forth the terms and conditions under which Franchisor will consent to the Transfer and release.

AGREEMENT

FOR AND IN CONSIDERATION of the foregoing Recitals, which are incorporated herein, the mutual covenants expressed herein and other valuable consideration, receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Effective Date. The Effective Date will be the date on which Franchisor signs this Agreement acknowledging its consent to the proposed Transfer.

2. Proposed Transfer. Buyer is purchasing the Interests from Seller in accordance with the terms and conditions of the "Purchase Agreement," a copy of which has been provided to Franchisor by Seller and Buyer. Seller and Buyer represent and warrant that the form of Purchase

Agreement provided to Franchisor is the final version of the agreement and is the version which has been or will be executed by them to effectuate the Transfer.

3. Conditional Consent; Release of Guaranty. The Seller Franchise Agreement provides that the Transfer cannot take place without the consent of Franchisor. Franchisor will consent to the Transfer, as provided in the Seller Franchise Agreement, and will release (a) Seller from any obligations arising under the Seller Franchise Agreement and (b) Seller Guarantors under any guaranty agreement (in each case except as described below) from and after the Effective Date; provided, however, such consent and release are expressly contingent upon compliance with the following terms and conditions on or before the date of the closing of the Transfer ("Closing"):

a. Franchise Agreement. The Seller Franchise Agreement will terminate as of the Closing, and the operation of the Franchised Location will thereafter be governed by the Buyer Franchise Agreement;

b. Payment of Amounts Due. Seller will pay all amounts due and owing to Franchisor through the date of Closing; including but not limited to past due royalty and advertising fees in the amount of $_____;

c. Transfer Fee. Seller shall pay a transfer fee equal to the greater of 50% of the then current franchise fee or Twelve Thousand Five Thousand Dollars ($12,500) as provided in the Seller Franchise Agreement;

d. Financial Statements. Seller will provide Franchisor with all required monthly financial statements for the Franchised Location through the date of Closing;

e. Training. Buyer or Buyer's designated representative(s) shall have satisfactorily completed the initial training program as described in the Buyer Franchise Agreement prior to the Closing;

f. Right to Possession. Buyer will provide satisfactory evidence to Franchisor that Buyer has the right to possession of the premises for the Franchised Location by way of lease assignment (with **all** required landlord consents) or otherwise;

g. Site Selection Assistance. Buyer acknowledges and agrees that Franchisor has satisfied any and all obligations under the Buyer Franchise Agreement with respect to site selection and development assistance;

h. Remodeling. Seller and Buyer shall ensure that all of the items reflected on the Pre-Sale Inspection which is attached hereto have been completed;

i. Purchase Agreement. The Purchase Agreement will not be amended and the terms of the transaction thereunder will not be changed except with the prior written consent of Franchisor;

j. Buyer Loans. Buyer shall provide Franchisor with copies of all loan documents or loan commitments evidencing all debt taken on by Buyer in connection with the purchase of the Franchised Location; and

k. **Franchised Location Possession.** Prior to Closing and changing possession of the Franchised Location, Seller and Buyer shall obtain the written consent of Franchisor to change possession.

4. **Waiver of Right of First Refusal.** Franchisor hereby waives any right of first refusal to purchase the Interests as it may have pursuant to the Seller Franchise Agreement.

5. **Release of Franchisor.** Seller, the Seller Guarantors and Buyer, and each of them, for themselves and their affiliates, employees, officers, directors, successors, assigns, and other representatives, hereby fully and forever unconditionally release and discharge Franchisor, and its affiliates, parents, subsidiaries, area directors and agents and their respective employees, shareholders, members, officers, directors, successors, assigns, guarantors and other representatives (the "Released Parties"), from any and all claims, demands, obligations, actions, liabilities and damages of every kind or nature whatsoever, in law or in equity, whether known or unknown to them, which they may have against the Released Parties as of the date of this Agreement, or which may thereafter be discovered, accrued, or sustained, in connection with, as a result of, or in any way arising from, any relations or transactions with the Released Parties, however characterized or described, including but not limited to, any claims arising from the Seller Franchise Agreement, the Buyer Franchise Agreement or the Purchase Agreement or the transactions described herein.

If the Franchised Location is located in California or if either Buyer or Seller is a resident of California, the following shall apply:

Section 1542 Acknowledgment. It is the intention of Seller and Buyer in executing this Agreement that this instrument be and is a general release which shall be effective as a bar to each and every claim, demand or cause of action released by Seller and/or Buyer. Each of Seller and Buyer recognizes that he, she or it may have some claim, demand or cause of action against the Release Parties of which he, she, or it is totally unaware and unsuspecting, which he, she or it is giving up by executing this Agreement. It is the intention of each of Seller and Buyer in executing this instrument that it will deprive him, her or it of such claim, demand or cause of action and prevent him, her or it from asserting it against the Released Parties. In furtherance of this intention, Seller and Buyer expressly waive any rights or benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Each of Seller and Buyer acknowledges and represents that he, she, or it has consulted with legal counsel before executing this Agreement and that he, she, or it understands its meaning, including the effect of Section 1542 of the California Civil Code, and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including, without limitation, those relating to the release of unknown and unsuspected claims, demands and causes of action.

6. **Termination of Seller Franchise Agreement and Guaranties**. Franchisor and Seller acknowledge and agree that, as of the date of Closing, upon the Transfer and upon compliance with the conditions set forth in Section 3 above, the Seller Franchise Agreement and

the guaranties (if any) will automatically terminate and neither Seller nor Seller Guarantors shall have any further rights or obligations thereunder except that neither Seller nor any Seller Guarantor shall be released from:

a. any obligations to pay money to Franchisor owed under either the Seller Franchise Agreement or the guaranty prior to Closing; or

b. the provisions of the Seller Franchise Agreement that, either expressly or by their nature, survive termination of the Seller Franchise Agreement (including without limitation the post-termination restrictive covenants, audit rights, dispute resolution and notice, and confidentiality provisions of the Seller Franchise Agreement).

7. Acknowledgment. Buyer and Seller acknowledge that although Franchisor or its affiliates, employees, officers, directors, successors, assigns, and other representatives may have been involved in Buyer's purchase of the Interests from Seller, Buyer and Seller have assumed sole and full responsibility for making the final decision to purchase and sell the Interests and each has consulted, or has had the opportunity to consult but, of its own accord, elected not to consult, with its own legal and financial advisors. Buyer further understands that as part of analyzing the purchase of the Interests from Seller, it is Buyer's responsibility to meet with or otherwise gather necessary information from the appropriate parties which may or may not affect Buyer's purchase of the Interests from Seller.

8. Additional Documents. Buyer and Seller agree to execute such additional documents as may be necessary to complete the Transfer as contemplated by the Purchase Agreement, the Seller Franchise Agreement and the Buyer Franchise Agreement.

9. Miscellaneous Provisions. This Agreement will be construed and enforced in accordance with, and governed by, the laws of the state of New Jersey. This Agreement may not be modified or amended or any term hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. The headings of this Agreement are for convenience and reference only and will not limit or otherwise affect the meaning hereof. This Agreement may be executed in any number of counterparts and sent via facsimile, each of which will be deemed an original but all of which taken together will constitute one and the same instrument. All capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the applicable franchise agreement.

10. Non-Disparagement. In consideration of the accommodations provided to Seller, the Seller Guarantors and Buyer and concessions made by Franchisor and its affiliates under this Agreement, Seller, the Seller Guarantors and Buyer agree not to, and to use their best efforts to cause their current and former shareholders, officers, directors principals, agents, partners, employees, representatives, attorneys, spouses, and successors and assigns not to, disparage or otherwise speak or write negatively, directly or indirectly, of Franchisor or the Released Parties or their respective current and former agents, principals, officers, directors, shareholders, members, employees, franchisees, representatives, area directors, attorneys, parents, predecessors, affiliates, subsidiaries divisions, and successors and assigns, the CASEY'S CLEANING brand, the CASEY'S CLEANING system, or any other service-marked or trademarked concept of Franchisor, or which would subject the CASEY'S CLEANING brand to ridicule, scandal,

reproach, scorn, or indignity or which would negatively impact the goodwill of Franchisor or its brand.

THUS signed by the parties shown below and made effective as of the Effective Date.

SELLER(S): If Seller is a legal entity, name of entity:_____

By: _____	**By:** _____
Name: _____	**Name:** _____
Title (if applicable): _____	**Title (if applicable):** _____
By: _____	**By:** _____
Name: _____	**Name:** _____
Title (if applicable): _____	**Title (if applicable):** _____

SELLER GUARANTORS:

_____	_____
Print Name: _____	**Print Name:** _____
_____	_____
Print Name: _____	**Print Name:** _____

BUYER(S): If Buyer is a legal entity, name of entity:_____

By: _____	**By:** _____
Name: _____	**Name:** _____
Title (if applicable): _____	**Title (if applicable):** _____
By: _____	**By:** _____
Name: _____	**Name:** _____
Title (if applicable): _____	**Title (if applicable):** _____

Signatures Continue on Next Page

ACCEPTED:

_____

By:_____

Name:_____

Title:_____

Date*: _____

*This date is the Effective Date

EXHIBIT J
FIRST ADDENDUM TO RENEWAL FRANCHISE AGREEMENT
(to be signed by a renewing franchisee concurrently with the Franchise Agreement)

BETWEEN CASEY'S CLEANING FRANCHISING L.L.C.

AND

_____

[This Agreement is a sample form currently in use and is subject to change.]

THIS FIRST ADDENDUM ("Addendum") to the Franchise Agreement dated as of the Effective Date ("Agreement") between CASEY'S CLEANING FRANCHISING L.L.C. ("Franchisor") and _____ ("Franchisee") is made as of the same date to amend and supplement certain terms and conditions of the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not otherwise defined in this Addendum shall have their respective meanings set forth in the Agreement.

1. Franchised Location. Franchisor has previously approved the Franchised Location as required pursuant to the Franchise Agreement. The Franchised Location is: _____.

2. Lease Approval. Franchisor has previously approved the lease for the Franchised Location as required pursuant to the Franchise Agreement and therefore waives the requirement for lease review and approval (and the associated lease review fee); provided, however, that if Franchisee enters into a new lease for the Franchised Location during the term of the Agreement, all lease review and approval requirements shall remain applicable.

3. Commencement of Operations. Franchisor and Franchisee acknowledge that the Franchised Location has commenced operations as required pursuant to the Franchise Agreement.

4. Renewal Fee. Franchisee shall have no obligation to pay an Initial Franchise Fee. Franchisee shall pay a Renewal Fee equal to the greater of 25% of the then current franchise fee or Six Thousand Two Hundred Fifty Dollars ($6,250).

5. Franchisor's Development Assistance. Franchisee acknowledges and agrees that Franchisor has complied with its obligations under the Agreement (or Franchisee waives, as the case may be, Franchisor's obligation) to (1) assist Franchisee in choosing the Franchised Location and determining fulfillment of the requisite criteria for the Franchised Location, such determination based on information provided by Franchisee (including those obligations set forth in the Franchise Agreement; and (2) to provide opening support services listed in the Franchise Agreement .

6. Grand Opening. The Section of the Franchise Agreement pertaining to a Grand Opening is deleted.

7. Remodeling. Franchisee will complete the remodeling and renovations of the Franchised Business, at Franchisee's expense, listed on Exhibit A to this addendum no later than 60 days following the Effective Date of the Agreement or at such different time as set forth in Exhibit A.

8. Release. Franchisee, for itself, and its respective heirs, successors, assigns, agents and representatives, hereby fully and forever unconditionally releases and discharges the Franchisor, and its predecessors, affiliates, successors, assigns, agents, representatives, employees, owners, officers, and directors (collectively referred to as "Franchisor Affiliates") from any and all claims, demands, obligations, actions, liabilities, defenses or damages of every kind and nature whatsoever, in law or in equity, whether known or unknown, which may hereafter be discovered, in connection with, as a result of, or in any way arising from, any relationship or transaction with the Franchisor or the Franchisor Affiliates, however characterized or described, from the beginning of time until the date of this Addendum.

9. Non-Disparagement. Franchisee agrees not to, and to use its best efforts to cause its current and former shareholders, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, and successors and assigns not to, disparage or otherwise speak or write negatively, directly or indirectly, of Franchisor or the Franchisor Affiliates or their respective current and former agents, principals, officers, directors, shareholders, members, employees, franchisees, representatives, area directors, attorneys, parents, predecessors, affiliates, subsidiaries divisions, and successors and assigns, the CASEY'S CLEANING brand, the CASEY'S CLEANING system, or any other service-marked or trademarked concept of Franchisor, or which would subject the CASEY'S CLEANING brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of Franchisor or its brand.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date first set forth above.

CASEY'S CLEANING FRANCHISING L.L.C.
By: _____

Title: _____
Date*: _____
(*This is the Effective Date)

FRANCHISEE:

Sign Here if you are taking the franchise as an

INDIVIDUAL(S)

(Note: Use these blocks if you marked in the Franchise Agreement that you are an individual or a partnership but the partnership is not a separate legal entity)

_____
Signature
Print Name: _____
Date: _____

_____
Signature
Print Name: _____
Date: _____

_____
Signature
Print Name: _____
Date: _____

_____
Signature
Print Name: _____
Date: _____

Sign here if you are taking the franchise as a

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

Print Legal Name of Entity

_____
By: _____
Signature
Print Name: _____
Title: _____
Date: _____

Exhibit A

Remodeling

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Operations Manual - Table of Contents

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ADDENDUM TO FRANCHISE[1] AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20___, by and between _____ ("Franchisor"), located at _____, and _____ ("Franchisee"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20___, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional

[1] While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

Authorized Representative of FRANCHISOR:

By:_____
Print Name:_____
Title:_____

Authorized Representative of FRANCHISEE:

By:_____
Print Name:_____
Title:_____

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements

EXHIBIT M
FORM OF FRANCHISE COMPLIANCE CERTIFICATION

The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally reviewed our Franchise Disclosure Document ("FDD"), Franchise Agreement and each Addendum (if any), and related agreement (i.e., personal guaranty) attached to them?

Yes or No? _____

2. Did you receive the Franchise Agreement and each related agreement, Addendum, or Amendment (if any), containing all material terms, at least 7 days before signing any binding agreement with us or an affiliate?*

Yes or No? _____

* This does not include changes to any agreement mutually agreed upon.

3. Did you receive the FDD at least 14 days before signing the Franchise Agreement, this document or any related agreement, and before paying any funds to us or an affiliate?

Yes or No? _____

4. Do you understand all of the information contained in the FDD, Franchise Agreement and each Addendum (if any), and related agreement provided to you?

Yes or No? _____

If No, what parts of the FDD, Franchise Agreement, Addendum (if any), and/or related agreements do you not understand?

_____

_____

_____

5. Did you sign a receipt for the FDD indicating the date you received it?

Yes or No? _____

6. Have you discussed the benefits and risks of purchasing a CASEY'S CLEANING franchise with an attorney, accountant or other professional advisor?

Yes or No? _____

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

Yes or No? _____

7. Do you understand that the success or failure of your CASEY'S CLEANING franchise will depend in large part upon your skills and abilities, competition from other businesses, and other economic and business factors?

Yes or No? _____

8. Has any employee or other person speaking on our behalf made any statement or promise concerning the actual or possible revenues or profits of a CASEY'S CLEANING franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes or No? _____

9. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a CASEY'S CLEANING franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes or No? _____

10. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a CASEY'S CLEANING franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes or No? _____

11. If you have answered "Yes" to any one of questions 8-10, please provide a full explanation of each "Yes" answer in the following blank lines.

_____

_____

_____

12. Do you understand that the Franchise Agreement, Addendum (if any) and related agreements contain the entire agreement between you and us concerning the CASEY'S CLEANING franchise, meaning that any prior oral or written statements not set out in the Franchise Agreement, Addendum (if any) or related agreements will not be binding?

Yes or No? _____

Nothing in this document or any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

13. Do you understand that, except as provided in the FDD, nothing stated or promised by us that is not specifically set forth in the Franchise Agreement, Addendum (if any) and related agreements can be relied upon?

Yes or No? _____

14. You signed the Franchise Agreement, and Addendum (if any) and related agreements on _____, and acknowledge that no agreement or addendum is effective until signed and dated by us.

YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

SPECIAL NOTE FOR RESIDENTS OF THE STATE OF ILLINOIS AND FRANCHISED BUSINESSES LOCATED IN ILLINOIS: Questions 1 and 5 do not apply to you.

SPECIAL NOTE FOR RESIDENTS OF THE STATE OF MARYLAND AND FRANCHISED BUSINESSES LOCATED IN MARYLAND: None of the above representations are intended to nor will they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The individuals signing below for the "**Franchisee Applicant**" constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee Applicant, or constitute the duly authorized representatives or agents of the foregoing.

FRANCHISE APPLICANT:

Signature:_____
Name: _____
Date: _____

Signature:_____
Name: _____
Date: _____

Signature:_____
Name: _____
Date: _____

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Not Registered
Michigan	Not Registered
Minnesota	Not Registered
New York	Pending
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Not Registered

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT N
RECEIPT

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

If CASEY'S CLEANING FRANCHISING L.L.C. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment to us or an affiliate in connection with the proposed franchise sale or grant or, if you live in Rhode Island, at the first personal face-to-face meeting, or sooner if required by applicable state law. New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If CASEY'S CLEANING FRANCHISING L.L.C. 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed on Exhibit E.

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

☐

Cindy Nacca
108 Manchester Avenue
Forked River, NJ 08731
609-488-5888

_____ _____ _____
_____ _____ _____
_____ _____ _____
_____ _____ _____

Issuance Date: September 3, 2021

See Exhibit E for our registered agent authorized to receive service of process.

I have received a disclosure document with an Issuance Date of September 3, 2021, that included: Exhibit A -- CASEY'S CLEANING FRANCHISE AGREEMENT and Attachments, Exhibit B-1 -- OUTLET DIRECTORY/LISTING OF CURRENT FRANCHISEES, Exhibit B-2 -- LISTING OF CERTAIN PAST FRANCHISEES, Exhibit C -- FINANCIAL STATEMENTS, Exhibit D -- STATE SPECIFIC INFORMATION, Exhibit E -- FEDERAL AND STATE REGULATORS AND AGENTS FOR SERVICE OF PROCESS, Exhibit F – AREA DEVELOPMENT AGREEMENT, Exhibit G -- GENERAL RELEASE AGREEMENT, Exhibit H -- ACH/EFT TRANSFER AGREEMENT, Exhibit I -- AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER, Exhibit J -- FIRST ADDENDUM TO RENEWAL FRANCHISE AGREEMENT, Exhibit K – OPERATIONS MANUALS TABLE OF CONTENTS, Exhibit L SBA ADDENDUM, Exhibit M FORM OF FRANCHISE COMPLIANCE CERTIFICATION, Exhibit N – RECEIPT.

_____ _____
Date Prospective Franchisee

Individually and as an officer, partner, member or manager of _____, a _____ organized under the laws of _____.

You may return one copy of this receipt by signing, dating and mailing it to CASEY'S CLEANING FRANCHISING L.L.C., Franchise Administration, at 108 Manchester Avenue, Forked River, New Jersey 28801, 609-548-2660 or by sending it via email to cindy@caseyscleaning.com.

RECEIPT

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

If CASEY'S CLEANING FRANCHISING L.L.C. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment to us or an affiliate in connection with the proposed franchise sale or grant or, if you live in Rhode Island, at the first personal face-to-face meeting, or sooner if required by applicable state law. New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If CASEY'S CLEANING FRANCHISING L.L.C. 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed on Exhibit E.

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

☐

Cindy Nacca
108 Manchester Avenue
Forked River, NJ 08731
609-488-5888

Issuance Date: September 3, 2021

See Exhibit E for our registered agent authorized to receive service of process.

I have received a disclosure document with an Issuance Date of September 3, 2021, that included: Exhibit A -- CASEY'S CLEANING FRANCHISE AGREEMENT and Attachments, Exhibit B-1 -- OUTLET DIRECTORY/LISTING OF CURRENT FRANCHISEES, Exhibit B-2 -- LISTING OF CERTAIN PAST FRANCHISEES, Exhibit C -- FINANCIAL STATEMENTS, Exhibit D -- STATE SPECIFIC INFORMATION, Exhibit E -- FEDERAL AND STATE REGULATORS AND AGENTS FOR SERVICE OF PROCESS, Exhibit F – AREA DEVELOPMENT AGREEMENT, Exhibit G -- GENERAL RELEASE AGREEMENT, Exhibit H -- ACH/EFT TRANSFER AGREEMENT, Exhibit I -- AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER, Exhibit J -- FIRST ADDENDUM TO RENEWAL FRANCHISE AGREEMENT, Exhibit K – OPERATIONS MANUALS TABLE OF CONTENTS, Exhibit L SBA ADDENDUM, Exhibit M FORM OF FRANCHISE COMPLIANCE CERTIFICATION, Exhibit N – RECEIPT.

_____ _____

Date Prospective Franchisee

Individually and as an officer, partner, member or manager of _____, a _____ organized under the laws of _____.

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