FRANCHISE DISCLOSURE DOCUMENT

CORPORATE CLEANING GROUP® FRANCHISE SYSTEMS LLC
A Michigan Limited Liability Company
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https://corporatecleaninggroupfranchise.com

The franchisee will operate a business that provides commercial, industrial, and institutional cleaning and maintenance services, and other related services and products, under the "Corporate Cleaning Group" trademarks and service marks.

The total investment necessary to begin operation of a Corporate Cleaning Group franchise ranges from $97,240 - $146,700. This includes $71,365 - $71,450 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Len Yakuber at 39201 Schoolcraft Road, Suite B12, Livonia, Michigan 48150, and (734) 522-1144.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

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

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

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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 E.
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 Corporate Cleaning Group 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 Corporate Cleaning Group franchisee?	Item 20 or Exhibit E 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 A.

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 us by mediation, arbitration, and/or litigation only in Michigan. Out-of-state mediation, arbitration, and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and litigate with us in Michigan than in your own state.

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

3. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments, may result in termination of your franchise and loss of your investment.

4. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

5. **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.

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.

NOTICE REQUIRED BY THE STATE OF MICHIGAN

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

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and 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.

CORPORATE CLEANING GROUP® FRANCHISE SYSTEMS LLC
Franchise Disclosure Document

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ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, the terms "Franchisor", or "we" or "us" means Corporate Cleaning Group® Franchise Systems LLC. The terms "we", "us" and "Franchisor" do not include you, the "Franchisee". We refer to the purchaser(s) of a Corporate Cleaning Group franchise, as "you" or "Franchisee", whether an individual, a partnership, corporation, or limited liability company. If you are a corporation, partnership or other entity, the obligations and rights under our Franchise Agreement will extend to your owners, officers, and directors.

We were formed as a limited liability company in the State of Michigan on April 17, 2007. Our principal business address is 39201 Schoolcraft Road, Suite B12, Livonia, Michigan 48150 and our telephone number is (734) 522 – 1144. We do business under our company name, "Corporate Cleaning Group" and its associated design (the "Marks"). While we do not directly own or operate any businesses of the type you will be operating, our affiliated companies do operate businesses of the same type you will operate under this franchise as disclosed in this Item 1. We have not offered franchises in any other line of business. We only offer franchises which operate under the "Corporate Cleaning Group" Marks. We began offering franchises as of June of 2007.

We are proud members of the International Franchise Association (IFA) and are committed to upholding the IFA's Code of Ethics and best practices for franchising.

Our designated agent for service of process in Michigan is Len Yakuber 39201 Schoolcraft Road, Suite B12, Livonia, Michigan 48150. The principal business addresses of our agents for service of process are shown on Exhibit A.

Our Parents, Predecessors and Affiliates

We have no parent or predecessor company.

We have an affiliated company, One Source Cleaning, Inc ("OSCI"), a corporation formed in the State of Michigan on March 17, 1995. OSCI's notice address is 39201 Schoolcraft Road, Suite B12, Livonia, Michigan 48150. OSCI operates a commercial cleaning business in three territories similar to the type you will operate, located in Livonia, Michigan, Lansing, Michigan, and Toledo, Ohio. OSCI began operating the Livonia, Michigan location in March of 1995.

We have a second affiliate company, Corporate Cleaning Group Inc. ("CCGI"), a Missouri corporation formed on March 13, 2003, with its principal business address at 9822 Pflumm Road, Lenexa, Kansas 66215. CCGI operates a commercial cleaning business in two territories similar to the type you will operate, located in Lenexa, Kansas and Wichita, Kansas. CCGI began operating in Kansas City, Missouri in March of 2003 and moved to the current location in Lenexa, Kansas in January 2014.

The Franchise Offered:

We offer franchises for the right to operate a business providing commercial, industrial, and institutional cleaning and maintenance services to customers including educational institutions, religious facilities, healthcare environments, and professional office spaces, under Corporate Cleaning Group Marks and using our distinctive operating procedures and standards in a designated area (the "Franchised Business"). The distinguishing characteristics of the Franchised Business include, but are not limited to, our uniform trade dress standards, operational procedures, service methods, and systems for management, training, and marketing, all of which may be updated, improved, or further developed by us at any time (the "System").

Market and Competition:

The market for your Franchised Business consists of commercial customers. Demand for janitorial and commercial cleaning services varies by location, economic conditions, and competitive environment.

You will compete with other commercial, industrial, and institutional cleaning and maintenance services including national, regional and local companies, that offer services similar to those of your Franchised Business. These competitors may include other franchises, independent businesses, and individual providers.

Industry Specific Regulations:

Some states may have licensing, certification, or registration requirements applicable to some or all of the services you will be providing through your Franchised Business. You may be required to pay a fee to the relevant state agency or association responsible for enforcing these requirements. Some states may require a minimum level of education or related work experience to obtain licenses.

You must comply with all local, state and federal laws and regulations that apply to the operation of your Franchised Business, including, among others, business operations, insurance, nondiscrimination, and employment laws. Your advertising of the Franchised Business is regulated by the Federal Trade Commission. There may be federal, state and local laws which affect your Franchised Business in addition to those listed here. You will be responsible for investigating, understanding, and complying with any such laws in your designated territory. You should consider both their effect on your business and the cost of compliance and it is your responsibility to investigate and understand these requirements before purchasing a Corporate Cleaning Group franchise.

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer: Devin Dollar

Mr. Dollar has been Chief Executive Officer of CCGFS since 2007. From March 13, 2003, to present, he has served as Secretary of OSCI in Livonia, MI and CCGI in Lenexa, KS.

Chief Operating Officer: Leonard M. Yakuber

Mr. Yakuber has served as Chief Operating Officer of CCGFS since 2007. He is the President and Founder of One Source Cleaning, Inc. (OSCI) and has served as President of Corporate Cleaning Group, Inc. (CCGI) since 2003.

Vice President of Franchise Development & Growth: Andrea Lilly, CFE

Ms. Lilly, CFE, has served as Vice President of Franchise Development & Growth for Corporate Cleaning Group® Franchise Systems LLC since July 2025. From January 2025 to June 2025, she served as Vice President of Finance. From January 2024 to December 2024, she served as Vice President of Franchise Finance and Compliance, and from 2018 to 2023, she was Director of Finance for CCGFS and its affiliates, One Source Cleaning, Inc. (OSCI) and Corporate Cleaning Group, Inc. (CCGI).

Director of Finance: Luke Yakuber, CPA

Mr. Yakuber has served as Director of Finance for Corporate Cleaning Group® Franchise Systems LLC since October 2025. Prior to joining CCGFS, Mr. Yakuber was employed by Plante Moran, from 2020 to September 2025.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this item.

ITEM 4: BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5: INITIAL FEES

Initial Franchise Fee

We will charge you an initial franchise fee ("Initial Franchise Fee") when you sign the Franchise Agreement. The Initial Franchise Fee is $59,500 for the first Franchise Agreement and $50,500 for the second Franchise Agreement and $45,500 for each subsequent Franchise Agreement. This payment is fully earned by us and due in lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is fully earned upon receipt and is not refundable under any circumstance.

Each Unit is a single franchised Territory for a distinct Franchise Business, acquired by you or your affiliate. These fees are charged uniformly to all new franchisees, unless otherwise specified in any special incentive programs we offer. The initial franchise fee for each Unit is fully earned when paid and is not refundable under any circumstances.

Discounts

From time to time, we may offer special incentive programs as part of our franchise development activities. We reserve the right to offer, modify or withdraw any incentive program without notice to you.

If you are a Veteran, or if any of the shareholders, members, or partners owning at least 15% of your Business are Veterans, you are eligible for a 15% discount off the Initial Franchise Fee for your first Franchise Agreement. "Veteran" means an individual honorably discharged from the U.S. Army, Navy, Air Force, Marines, or Coast Guard, with verification provided through a DD214 or other acceptable military documentation.

This discount applies to the first Franchise Agreement only and does not apply to any subsequent agreements, renewal agreements, or additional fees (e.g., Boost Marketing Fee, Website Fee, Royalty Fees, etc.). All other fees and terms remain unchanged.

Boost Marketing Program

Upon signing the franchise agreement, you must pay us a one-time Boost Marketing Program fee per territory of Ten Thousand Five Hundred Dollars ($10,500) ("Boost Marketing Program Fee"). The Boost Marketing Program Fee is used by us, in our sole discretion, either directly or through our affiliates or designated vendors, to provide an accelerated sales and marketing support program during the first ninety (90) days of your Franchised Business. This program includes the following services:

- Establishment of your initial marketing and sales goals tailored to your territory;
- One (1) on-site visit to your franchise location by a CCG sales coach, with all travel and expenses of the sales coach included;
- Initial prospect list pull and prospect resources tailored to your market;
- Phone calls into your market made by the internal Corporate Cleaning Group Sales Team;
- National and regional brand initiative campaign support;
- Design and distribution of new-to-market brand postcard mailings;
- Two (2) lead generation providers selected from our approved vendor network, with fees covered for the initial three (3) months of operation;
- A dedicated social media campaign, managed by Franchisor and its designated vendors; and
- A dedicated LinkedIn campaign, managed by Franchisor and its designated vendors.

During the Boost period, we will manage your social media and LinkedIn campaign activity on your behalf. You will have the opportunity to provide input, but we retain full discretion over the content, messaging, and cadence of all campaigns during this period.

You are expected to establish relationships with and sign on with additional recommended vendors to fulfill your local marketing spend. The Boost Marketing Program Fee is required for all new franchisees and must be paid in full upon signing the Franchise Agreement and is nonrefundable.

Website Fee

Upon signing the franchise agreement, you must pay us a one-time website fee of One Thousand Two Hundred Dollars ($1,200) ("Website Fee"). This Website Fee provides you with an individual location page on the main Corporate Cleaning Group website, as well as a dedicated microsite for your Franchised Business. The Website Fee is fully earned upon receipt and is not refundable under any circumstance.

ITEM 6: OTHER FEES

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee	Greater of 5.5% of Gross Revenue or the Minimum Royalty.	Paid to us monthly based on the Gross Revenue invoiced for the previous month. Royalty Fees must be paid by electronic funds transfer and are due and payable on the 10th of each month for the Gross Revenue invoiced for the preceding month.	Gross Revenue is defined in Note 1 below. See Chart in Note 4 for Minimum Royalty Fee structure. If this is a multi-renewal franchise, your royalty may vary from the 5.5% or minimum amount. See Note 4 below.

Local Marketing Fee	$1,200 per month	Monthly	Local marketing requirements and features are discussed further in Item 11.
Brand Fund Contribution	Currently 1.5% of Gross Revenue We reserve the right to increase to 2% of Gross Revenue.	Paid with the Royalty Fee payment each month via electronic funds transfer.	Brand Fund Contributions are paid directly to the Brand Fund. The Brand Fund Contribution includes costs for all franchisees' use of the designated CRM System (currently HubSpot).
Technology Fees (paid to us)	Currently: Team Software - $8.37 per month, per employee Microsoft Business 365 - $159 per year per user. Microsoft Exchange Online (email) - $61.05 per year per user. Learning Zen - $35 per month Sage Intacct Software - $99 per month Clarity Communications - $5 per month	Paid with the Royalty Fee payment each month via electronic funds transfer. Monthly Annually Annually Monthly Monthly Monthly	You agree to pay all fees assessed by us and/or designated or approved suppliers in connection with the development, installation, maintenance, updates, and upgrades of current and future developed software and platforms, including any replacement or additional systems we may require in our sole discretion. See Notes 5 and 8 below.

Technology Fees (paid directly to vendors)	Currently: Paychex Flex – varies based on number of employees and location.	Bi-weekly (per employee, per payroll)	You agree to pay all fees assessed by us and/or designated or approved suppliers in connection with the development, installation and maintenance of current and future developed software and platforms. See Note 6 below.
Bookkeeping Services (paid directly to vendor)	The vendors then-current fee, currently $350 per month beginning in the 4th month of operation	Monthly	You must use our approved supplier for bookkeeping services. We will cover the monthly cost of these services for the first 90 days of your operation. After this initial period, you must continue to use our approved supplier on an ongoing basis and maintain your contract with them throughout the term of the franchise agreement.
Additional Training	$250 per trainee per day	Upon invoice from Franchisor.	We will provide initial training and training materials for you and your managers. We may, however, provide additional and supplemental training to you.
Annual Conference Fee	Currently, $1,000 per first attendee and $500 for each additional attendee	90 days prior to convention or annual conference.	You must attend the Annual Convention. You must pay the registration fee regardless of whether you actually attend. In addition to the registration fee, you will pay all travel, accommodations, wages, and other expenses for your representatives attending.

Reimbursement	Amounts we expend on your behalf to cover payments due from you to third parties plus an administrative charge of 10% of such amounts or the maximum permitted by applicable law, whichever is less.	On Demand	You are obligated to reimburse us for any amounts that you owe to third parties and which we pay on your behalf plus an administrative charge.
Cooperative Advertising	Currently there are no advertising co-ops. If advertising co-ops are established by us, you may be required to contribute as approved by a majority vote of the members of the co-op.	Established by co-op	Not currently assessed. If the Franchisor forms a regional advertising or brand awareness co-op, you must contribute to the co-op. Any amount you must contribute to the co-op will be credited against up to one half of the required local advertising fee.
Transfer Fee	$15,000 plus all brokerage commissions, finder fees and similar charges incurred by us in connection with the transfer of your franchise. This is non-refundable.	On our request, prior to and as a condition of our consent to any proposed transfer.	Payable to us upon request for a transfer as a condition of approval for transfer after we have approved the transferee. No fee for transfer to corporation, trust or entity that you own or control other than our costs to evaluate the proposed transfer.
Successor Fee	$5,000	Payable to us on execution of Successor Franchise Agreement, no later than 30 days before expiration of initial 10-year term or the first renewal term.	When your agreement term ends, you will have the option to continue the franchise relationship with us, subject to certain conditions.

Interest	Greater of 1.5% per month or the maximum amount allowed by law, whichever is less	As incurred	Assessed on late payments.
Late Fee	$25 per day or the maximum permitted by applicable law, whichever is less, for each day in which any amounts owed to us are unpaid.	With payment of overdue amount	Charged to compensate us for administrative costs incurred in enforcing your obligation to pay us and submit required reports.
Insufficient Funds	$75 per occurrence	As incurred	In the event any payment from you is returned, or an electronic funds transfer from your bank account is denied, for insufficient funds, we may charge a non-sufficient funds fee.
Indemnification	Varies depending on circumstances.	As incurred	You must reimburse us if we incur any damages, losses, or expenses, including reasonable attorneys' fees and other costs, as a result of claims arising from the operation of your Business. See Note 7 below.
Interim Management Fee	$400 per day plus travel, lodging, meals and other expenses	As incurred	Payable if we assume management of your business due to your default. Continues until the default is cured and we transfer operational control back to you.
Audit	Cost of audit plus 1.5% interest per month from date of due date.	15 days after billing.	Payable if audit shows an understatement of fees by 2%.

Non-Compliance Fee.	$100 per infraction per week, as determined by us in our sole discretion.	As incurred	Charged if your business is not in compliance with our specifications or the franchise agreement.
External Quality Assurance Services	Actual Costs	As incurred	We may establish quality assurance programs conducted by third-party providers, including, but not limited to, customer surveys and periodic quality assurance audits. If established, you must subscribe and pay our provider's then-current fees.
Liquidated Damages	The average monthly Royalty Fee and Brand Fund contribution payable by you over the 12 month period immediately prior to the date of termination (or such shorter time period if the Franchised Business has been open less than 12 months), multiplied by the lesser of (i) 36 months or (ii) the number of months then remaining in the then-current term of the Franchise Agreement.	As incurred	If the franchise agreement is terminated due to your default.

Notes:

1. "Gross Revenue" includes all revenues, income, and consideration of any kind or nature, whether direct or indirect, from any source as a result of the operation of the Franchised Business or from your rights to operate the Franchised Business. This includes, but is not limited to, any and all other revenues received using our methods, operations, and/or trade secrets whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise. Gross Revenue does not include (a) any revenue from customer supply chargebacks (b) any sales tax or similar

taxes collected from customers and turned over to the governmental authority imposing the tax, (c) properly documented refunds to customers, or (d) properly documented promotional discounts (i.e., coupons). If you fail to timely report Gross Revenue for any month, we will collect 120% of the last Continuing Royalty Fee collected as an estimated fee. Once you submit the required Gross Revenue report, we will reconcile the estimated fee with the actual fee due based on reported Gross Revenue, with any excess paid by you being credited to future royalty payments and any deficiency being immediately due and payable by you, plus applicable interest and late fees. You are required to set up authorization at your bank to allow us to electronically transfer funds from your bank account to our bank account. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds.

2. All fees described in Item 6 are applicable to each franchise and except as otherwise noted above and in the Notes, are uniformly imposed on all franchisees and are collected by and/or payable to us. Except as noted above, all fees are nonrefundable.

3. Before your Franchised Business opens, you must sign and deliver to us the documents we require to authorize us to debit your Franchised Business checking account automatically for the Royalty Fee and any other amounts due under the Franchise Agreement and for your purchases from us and our affiliates.

4. You must pay us a monthly royalty fee ("Royalty") deducted on the 10th day of each month in an amount equal to the greater of 5.5% of Gross Revenue from all your services provided during the immediately preceding calendar month or (ii) the minimum royalty fee ("Minimum Royalty Fee"), as described below.

   Minimum Royalty Fee. Your Minimum Royalty Fee is determined by the number of months your Corporate Cleaning Group Franchise Business has been operational.

   The Minimum Royalty Fee per unit is as follows:

Months of Operation	Minimum Royalty Fee per Unit
Months 0-6	$0
Months 7-12	$550
Months 13-24	$1,000
Months 25+	$2,000

   If this is a successor franchise agreement, your Minimum Royalty Fee will be the Minimum Royalty Fee you were paying at the expiration of your current term.

5. You must reimburse us for our actual costs for all required software which includes, but may not be limited to, TeamSoftware, Learning Zen, Sage Intacct, Clarity Communications, and Microsoft. Additionally, you will incur software fees with required third-party suppliers for items such as accounting software, payroll services and hiring & on-boarding.

6. Our approved payroll vendor charges a one-time setup fee of $3,000. For ongoing services, there is a fee of $8.00 per employee every two weeks, and $36.50 for year-end processing and W-2s. If needed, verification services are available at an additional cost of $5 for e-Verify and $65 for I-9 remote verification.

7. You must indemnify, defend, and hold harmless us and our respective owners, employees, officers, directors, agents, affiliates, and representatives for any claims relating to the operation of your Business, and for all costs and expenses (including reasonable attorneys' fees) incurred relating to any default by you under the Franchise Agreement.

8. The following requirements apply to all franchisees with respect to Microsoft software licensing:

- Managing Partners are required to maintain a Microsoft Business 365 license. This suite includes Microsoft Exchange Online email service as well as additional productivity applications (including but not limited to Microsoft Teams, Word, Excel, and PowerPoint).
- All employees at the manager level or above (other than Managing Partners) are required to maintain a Microsoft Exchange Online license. Microsoft Exchange Online provides business email only and does not include Microsoft Teams or other productivity applications included in the Microsoft Business 365 suite.
- Microsoft Exchange Online and Microsoft Business 365 are mutually exclusive — a user will hold one license or the other, never both.
- Optional upgraded Microsoft licenses with additional productivity features are available at additional cost between the Exchange Online and Microsoft Business 365 tiers. Franchisees may elect such upgraded licenses at their discretion. We reserve the right to require specific license tiers in the future upon written notice.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Single Corporate Cleaning Group Outlet

TYPE OF EXPENDITURE	ESTIMATED AMOUNT (Low-High)	TO WHOM PAYMENT IS MADE	METHOD OF PAYMENT	WHEN DUE
Initial Franchise Fee [(1)]	$59,500	Us	Lump Sum	At signing of Franchise Agreement
Website Fee [(2)]	$1,200	Us	As Incurred	At signing of Franchise Agreement
Boost Marketing Program Fee (Required) [(3)]	$10,500	Us	As Incurred	At signing of Franchise Agreement

Travel and living expenses while attending Initial Operations & Sales Training Program [4]	$1,000 - $4,000	Third Parties	As Incurred	During Training
Real Estate and Leasehold Improvements [5]	$0 - $1,500	Third Parties	As incurred	As Incurred
Equipment and Chemicals [6]	$1,000 - $5,000	Suppliers and Vendors	As Negotiated	Before Opening
Computer Hardware [7]	$0 - $3,000	Vendors	As Negotiated	Before Opening
Uniform Starter Kit [8]	$165 - $250	Us	As Incurred	When you have your first customer
Insurance [9]	$875 - $3,500	Insurance Company	As Negotiated	As Negotiated, Semi-Annual, Quarterly or Monthly
Professional Services [10]	$0 - $5,000	Third Parties	As Incurred	As incurred
Payroll Services Setup Fee [11]	$3,000	Vendors	As Incurred	Before Opening
Business Licenses and Permits [12]	$0 - $250	Third Parties	As Incurred	As Incurred
Additional Funds (180 days) [13]	$20,000 - $50,000	Employees, Vendors, Suppliers	As Incurred	As Incurred
TOTAL	**$97,240 - $146,700**			

(1) The initial franchise fee is $59,500. Veterans, as defined in Item 5, may be eligible for a 15% discount off this initial franchise fee for their first Franchise Agreement, subject to our verification of eligibility and our then-current veterans program terms.

(2) We will provide you with an individual location page on the main corporate website and a

Micro Site with a separate URL/web address that is customized for your territory.

(3) The Boost Marketing Program is a mandatory 90-day accelerated sales and marketing support program. The Boost Marketing Program Fee is due and payable upon execution of the Franchise Agreement and is nonrefundable. The program includes the following services: (a) establishment of your initial marketing and sales goals tailored to your territory; (b) one (1) on-site visit to your franchise location by a CCG sales coach, with all travel and expenses of the sales coach included; (c) initial prospect list pull and prospect resources tailored to your market; (d) phone calls into your market made by the internal Corporate Cleaning Group Sales Team; (e) national and regional brand initiative campaign support; (f) design and distribution of new-to-market brand postcard mailings; (g) two (2) lead generation providers selected from our approved vendor network, with fees covered for the initial three (3) months of operation; (h) a dedicated social media campaign, managed by Franchisor and its designated vendors with franchisee input; and (i) a dedicated LinkedIn campaign, managed by Franchisor and its designated vendors with franchisee input. During the Boost period, Franchisor retains full discretion over the content, messaging, and cadence of all social media and LinkedIn campaigns. You are expected to establish relationships with additional recommended vendors to fulfill your ongoing local marketing spend beyond the Boost period.

(4) Travel and living expenses cover transportation, lodging, and personal incidentals for one (1) attendee traveling to two (2) required training locations: our operations training facility in Livonia, Michigan, and our sales training facility in Lenexa, Kansas. Costs include round-trip airfare or other transportation, lodging (estimated at approximately two nights per location), ground transportation, and personal incidentals such as dinners and gratuities. Lunches during scheduled training days are provided by us at no charge. This estimate assumes one (1) attendee and is based on current average travel costs to each location; actual costs will vary depending on your point of origin, travel dates, and personal preferences. A spouse or business partner may attend at your additional expense. All travel, lodging, meals (other than lunches provided during scheduled training days), and incidental expenses are your sole responsibility.

(5) The Corporate Cleaning Group Franchised Business is designed to be operated from your home or personal residence. There is no requirement that you purchase or lease any real estate or office space. If you elect to lease a small office space, the estimated range reflects only a modest security deposit or initial setup cost. The size and cost of any leased office space will depend on the size of your operation, the local real estate market, and other factors. We do not assist with site selection or lease negotiation.

(6) As accounts are established, you will be required to purchase or lease commercial cleaning equipment appropriate to the type and size of your customer accounts, which may include commercial vacuum cleaners, auto scrubbers, trash cans, miscellaneous cleaning supplies, carpet extractors, commercial floor polishers, and wet/dry vacuums. You will also be required to purchase chemicals as established in our Operations Manual, currently sourced through our approved supplier, Hillyard Products, Inc. We do not require you to purchase or lease any special vehicle for transportation of equipment to job sites. We encourage you to develop relationships with customers, such as large churches and institutions, to store equipment on-site. Equipment needs and costs will increase as your account base grows. A majority of your Additional Funds will likely go toward payroll costs.

(7) You will need a computer (laptop or desktop) and standard peripherals, including a monitor, printer, and any other hardware necessary to operate the required technology platforms for your Franchised Business. The $0 low estimate reflects franchisees who already own suitable equipment at the time of signing. All hardware must meet the minimum specifications

required by our designated software platforms.

(8) You will order brand-standard t-shirts with the Corporate Cleaning Group logo for employees and collared polo shirts with the Corporate Cleaning Group logo for managers from us. You will be billed for the quantity ordered plus shipping. This initial fee is dependent on the number of shirts ordered for your employees and management team.

(9) You are required to obtain insurance through our required provider, Professional Insurance Associates, 3028 S Wayne Road, Wayne, Michigan 48184, (734) 722-3500. Only 25% of the annual premium is due upon enrolling in coverage; you will pay the balance in equal monthly installments. The amount of the policy and premium will be based on the number of employees and your general liability needs. Required coverages include comprehensive general liability ($1,000,000 per occurrence / $2,000,000 aggregate), workers' compensation, commercial automobile insurance ($1,000,000 combined single limit), and umbrella liability ($2,000,000 per occurrence). See Item 8 for full insurance requirements.

(10) You may need to engage professionals such as attorneys and accountants to assist you in establishing your business entity, if any, and to provide professional advice on this franchise offering, the lease, if any, taxes and other legal and financial matters. Rates for professionals can vary significantly based on area and expertise.

(11) We require that you use our current vendor for payroll services (currently, Paychex Flex). You will incur a one-time setup fee of $3,000 which will be due approximately 30 days after signing the Franchise Agreement if your business entity has been established. Additionally, on an ongoing basis, you will incur Paychex Flex's then-current fees, which are currently $1.71 bi-weekly per employee, per payroll for hiring and on-boarding; $6.29 bi-weekly per employee, per payroll for payroll processing; $9.00 annually for any employees with wages for electronic W-2 processing with a Year-End Handling Base Fee of $32.00. You may also incur additional charges for E-Verify and Remote I-9 Verification services if used.

(12) You must obtain all licenses and permits required by your city, county, and state to operate your Franchised Business. Requirements and costs vary by location.

(13) This estimate covers your initial operating expenses for the first 180 days of operation and includes funds required to pay for labor and payroll costs, the ongoing balance of insurance premiums after the initial down payment disclosed above, miscellaneous operating costs, and any legal or accounting expenses during the initial phase of your Franchised Business. The primary cost driver during this period is payroll, as staffing levels will increase as you acquire accounts. The Boost Marketing Program (Item 5) is specifically designed to accelerate account acquisition during your first 90 days of operation. Marketing costs beyond the Boost period are addressed through the required Local Marketing Fee disclosed in Item 6. We relied upon our experience in opening and developing businesses similar to your Franchised Business in Livonia, Michigan and Lenexa, Kansas in establishing this estimate. These figures may vary and are only estimates. You should review these figures carefully with a business advisor before deciding to acquire a franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you may request a loan.

We do not offer direct or indirect financing to franchisees for any other items included in this section.

All fees and payments are non-refundable, unless otherwise stated or permitted by payee.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have identified various suppliers, distributors and manufacturers of equipment, inventory, supplies and services that your Franchised Business must use or provide which meets our standards and requirements. You must purchase all equipment, inventory, supplies and services from our designated suppliers and contractors or in accordance with our specifications. We maintain written lists of approved items of equipment, inventory, supplies and services (by brand name and/or by standards and specifications) and a list of designated suppliers and contractors for those items. We will update these lists periodically and issue the updated lists to all franchisees.

We approve suppliers after careful review of the quality of the products and services they provide to us and our franchisees. If you would like us to consider another item or supplier, you must make such request in writing to us and have the supplier give us samples of its product or service and such other information that we may require. If the item and/or supplier meets our specifications, as we determine in our sole discretion, we will approve it as an additional item or supplier. We will notify you whether we approve or disapprove of the proposed item or supplier within 30 days after we receive all required information to evaluate the product or service. We reserve the right to revoke approval of any item or supplier that does not continue to meet our then-current standards. Our criteria for approving items and suppliers include, but are not limited to, the quality and consistency of the supplier's products or services, the supplier's financial stability and ability to meet system-wide demand, compliance with our standards and specifications, pricing competitiveness, and the supplier's insurance and indemnification requirements. If you request that we approve a proposed item or supplier, we may charge you an evaluation fee of $500 which may be refunded if the proposed supplier is approved for use by the entire system.

We estimate that your purchases from us and from suppliers designated or approved by us will be approximately 50% to 85% of your total purchases in establishing and operating your Franchised Business.

Currently Required Purchases from us, our affiliates and required suppliers

You are required to use our approved suppliers for certain products and services as follows:

Hillyard Products, Inc., is the approved supplier of certain specified chemicals that you are required to use in the operation of your Franchised Business. You are required to purchase the specified chemicals from this supplier unless Hillyard is unavailable in your territory, in which case an alternate supplier may be approved. Refer to the Operations Manual for detailed guidance and substitutions. We currently receive rebates from this supplier equal to 5% of the purchase price paid by you. We do not pass any portion of these rebates or other consideration on to franchisees.

Team Software is the approved supplier for timekeeping and field management services. You must pay the then current monthly fee for Team Software (Currently, $8.37 per employee, per month).

Microsoft 365 (Business Standard License) is the required business management suite for Franchise Managing Partners. This license includes essential productivity and collaboration tools such as Outlook, Teams, Planner, Word, Excel, PowerPoint, and other Microsoft applications. It also includes your Corporate Cleaning Group email address. We will manage your Microsoft 365 account on your behalf and make all necessary payments to our approved vendor, Xfer. You must pay us the then current annual fee for Microsoft 365 Business Standard (Currently $159 per year per user). This fee is a pass-through cost and reflects our actual cost for the license from our approved vendor. All Franchise Managing Partners are required to maintain an active Microsoft Business Standard 365 license.

Microsoft Exchange Online is the required email service for managers and above (other than Franchise Managing Partners, who are required to maintain a Microsoft Business 365 license as described above). This license provides access to a Corporate Cleaning Group email address only and does not include Microsoft Teams or other productivity applications included in the Microsoft Business 365 suite. Microsoft Exchange Online and Microsoft Business 365 are mutually exclusive - a user will hold one license or the other, never both. Optional upgraded Microsoft licenses with additional productivity features are available between the Exchange Online and Microsoft Business 365 tiers at additional cost, at the franchisee's election. We will manage your Microsoft Exchange Online account on your behalf and make all necessary payments to our approved vendor, Xfer. You must pay us the then-current annual fee for Microsoft Exchange Online (currently $61.05 per year per user).

Learning Zen is the approved supplier for our Learning Management System that we require you to use for training your employees. You must pay us the then-current fee for Learning Zen (currently $35 per month).

Sage Intacct is the required online accounting platform providing real-time business visibility through dashboards and reports. Sage Intacct licenses must be purchased through us, and the fee is collected by the Franchisor as a pass-through from our required vendor, Maner Costerisan. The current fee for Sage Intacct is $99 per month. We will have the right to view all data stored in Sage Intacct's software without limitation.

You must use our approved supplier for bookkeeping services. The estimated monthly cost for these services will be $350 per month beginning in the fourth month of your operation. We will cover the monthly cost of these services for the first 90 days of your operation. After this initial period, you must continue to use our approved supplier on an ongoing basis and maintain your contract with them throughout the term of the franchise agreement. We reserve the right to change the approved supplier at any time upon notice to you. You may not perform your own bookkeeping services or use any other bookkeeping service provider without our prior written consent. We may receive rebates or other consideration from the approved bookkeeping supplier, which we may retain in our sole discretion.

Paychex Flex is the approved supplier for payroll, on-boarding, and W-2 processing. You must contract directly with Paychex Flex and pay all fees due for services directly to Paychex Flex. Currently, you will incur a $3,000 one-time setup fee plus ongoing fees of $1.71 bi-weekly per employee, per payroll for hiring and on-boarding; $6.29 bi-weekly per employee, per payroll for payroll processing; $9.00 annually for any employees with wages for electronic W-2 processing with a Year-End Handling Base Fee of $32.00. Additional charges may apply for E-Verify and Remote I-9 services, based on usage. You may add additional services offered by Paychex Flex at your option for Paychex Flex's then-current fees.

Clarity Communications is the approved supplier for your required business telephone number, provided through a Voice over Internet Protocol (VoIP) service. This service provides a local business telephone number for your Franchised Business, including use on your microsite and marketing channels. Calls are routed to a franchisee-designated phone line. We maintain administrative control of such numbers for brand consistency and continuity. You must pay us the then-current monthly fee for this service (currently $5.00 per month). This fee is a pass-through cost collected by us and remitted to our approved vendor.

Except as stated above, we do not receive any other revenue, rebates, discounts, or other material consideration from required suppliers based on your required purchases of products, supplies or equipment; however, we may do so in the future, and any rebates or discounts we receive may be kept by us in our sole discretion.

In addition to the rebates and commissions described above, we currently receive a commission from Nationwide, an approved (but optional) equipment supplier, equal to 7% of the purchase price of equipment purchased by franchisees from Nationwide. We do not pass any portion of these commissions on to

franchisees. We may, in the future, receive additional revenue in the form of rebates or commissions from other approved suppliers, which will be based on the purchase price of products or services purchased by you and other franchisees from such approved suppliers. In such cases, the precise basis of revenue to us will be a commission or rebate equal to 1% to 10% of the purchase price of such products and services.

In the fiscal year ending December 31, 2025, our revenue from the sale of required products and services to franchisees and from approved suppliers based on the purchase of products and services by franchisees from approved suppliers was $9,783.72 or 0.56% of our total revenue of $1,735,121.10. There are no approved suppliers in which any of our officers owns an interest.

Apart from the above, we do not receive any other revenue, rebates, discounts or other material consideration from any other suppliers based on your required purchases of products, supplies or equipment; however, we may do so in the future, and any rebates or discounts we receive may be kept by us in our sole discretion.

In addition to the purchases described above, you must obtain and maintain, at your own expense, the insurance coverage that we periodically require. We may regulate the types, amounts, terms and conditions of insurance coverage required for your Franchised Business and standards for underwriters of policies providing required insurance coverage; our protection and rights under the policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage at your expense if you fail to obtain required coverage; our right to defend claims; and similar matters relating to insured and uninsured claims. You must name Franchisor as an additional insured on the required insurance policy.

You must obtain the following insurance coverages from our required insurance provider, Professional Insurance Associates, 3028 S Wayne Road, Wayne, Michigan 48184, (734) 722-3500:

Liability. Comprehensive general liability insurance, personal coverage, and in the form of a general liability rider or as a separate policy, in the amount of at least One-Million Dollars ($1,000,000) per occurrence and Two-Million Dollars ($2,000,000) in the aggregate; Coverage must include, but shall not be limited to, liability arising out of bodily injury, property damage, premises, operations, products-completed operations, contractual liability, personal injury and advertising injury and:

- Per project aggregate
- Per location aggregate
- No Contractual Liability Limitation
- Policy shall not contain an exclusion for work performed by subcontractors.
- If allowable by law, waiver of subrogation in favor of all parties required in Contract Documents.

Employment. Worker's compensation coverage in the limits required by state law in the amount of at least Five Hundred Thousand Dollars ($500,000), shall be carried on all of Franchisee’s employees, as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated;

Automobile. Commercial automobile insurance in the amount of at least a combined single limit for bodily and property damage of at least a One-million dollars ($1,000,000), or greater if required by state law. Coverage shall include all owned, non-owned, and hired autos. If allowable by law, waiver of subrogation in favor of all parties required in Contract Documents;

Umbrella Insurance. Umbrella Insurance in the amount of $2,000,000 per occurrence, and $2,000,000 in the aggregate.

Third-Party Liability Bond. A third-party liability bond with a minimum per-occurrence limit of Twenty-Five Thousand Dollars ($25,000).

Commercial Property. Commercial property insurance written on a special cause of loss form at replacement value covering all business personal property, equipment, and other insurable assets used in the operation of the Franchised Business.

We may update our required insurance policy requirements from time to time in our reasonable discretion. Franchisee shall be required to comply with Corporate Cleaning Group's updated insurance policy requirements within 30 days of receiving written notice of such changes. Professional Insurance Associates is an independent insurance broker that places coverage with one or more carriers it selects based on Franchisee's circumstances. Franchisor does not select the underwriting carrier. We do not receive any consideration from Professional Insurance Associates.

Currently, there are no purchasing or distribution cooperatives. However, we can require that you make your purchases through a cooperative if one is formed.

Although we do not do so currently, we may in the future negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of all franchisees.

We provide no material benefits (such as the grant of additional franchises) based on your use of designated sources; however, failure to use approved items or designated suppliers and contractors may be a default under the Franchise Agreement. Additionally, when there is any default under the Franchise Agreement, we reserve the right, in addition to other remedies available under the Franchise Agreement, to direct suppliers to withhold products and services to you.

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 or Article in Franchise Agreement	Item in Franchise Disclosure Document
a. Site Selection and Acquisition/Lease	8.1	11, 12
b. Pre-Opening Purchase/Leases	8.2, 12.3.1	7, 11
c. Site Development & other Pre-Opening Requirements	8.1, 8.2, 12.1.1	11
d. Initial and Ongoing Training	Article 7	11

Obligation	Section or Article in Franchise Agreement	Item in Franchise Disclosure Document
e. Opening	8.2	11
f. Fees	5.2.5, Article 6, 7.4, 12.3.7, 12.8, 12.9,13.2, 13.3.1,15.6, 16.4, 18.1.4, 18.1.5, 19.1.5 20.8	5, 6, 7
g. Compliance with Standards and Policies/Operating Manual	Article 9, 11.4, Article 12, 19.1.1	8, 11
h. Trademarks and Proprietary Information	9.3, Article 14, 19.2, 19.3, 19.4	13, 14
i. Restrictions on Products/Services Offered	12.8	8
j. Warranty and Customer Service Requirements	12.6	Not Applicable
k. Territorial Development and Sales Quotas	13.2	12
l. Ongoing Product/Service Purchases	Articles 9 and 12	8
m. Maintenance, Appearance and Remodeling Requirements	Article 9, 12.1.7, 12.1.9	Item 11
n. Insurance	Article 15	7
o. Advertising	12.1.8, Article 13	6, 11
p. Indemnification	3.2, 12.4, 12.5,15.6, 16.3.6, 21.1	14
q. Owner's Participation, Management, Staffing	11.1, 11.4, 12.1.3, 12.1.4	11, 15
r. Records/Reports	12.2	6
s. Inspections and Audits	12.1.5, 12.2.4, 12.9	6, 11
t. Transfer	Article 16	17
u. Renewal	Article 5	17

Obligation	Section or Article in Franchise Agreement	Item in Franchise Disclosure Document
v. Post-Termination Obligations	Article 18	17
w. Non-Competition Covenants	19.5	17
x. Dispute Resolution	Article 20	17

ITEM 10: FINANCING

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

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

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

1. Pre-Opening Obligations

Before you open your Franchised Business, we will:

a. designate the boundaries of your territory (Franchise Agreement, Section 8.1).

b. provide Corporate Cleaning Group Manual, access to our cloud based intranet system which includes electronic copies of our manuals, knowledge center and all online resources, and other manuals and training aids we designate for use in the operation of your Corporate Cleaning Group outlet, as they may be revised from time to time (Franchise Agreement, Section 10.2).

c. provide a written list of equipment, signage, supplies and products that will be required to open the Franchised Business. We will provide a written list from approved suppliers, but do not supply tools or equipment nor do we deliver or install items. (Franchise Agreement, Section 10.3).

d. provide initial training to you, which includes operations training at our headquarters in Livonia, Michigan and sales training conducted in person at our office in Lenexa, Kansas. We will determine, in our sole discretion, whether you satisfactorily complete the initial training. If you do not satisfactorily complete initial training, we may delay your opening, require additional training, or terminate the Franchise Agreement. Following training, we will conduct an in-territory visit by a Sales Coach to support implementation of your local marketing and sales efforts, as part of our Boost Program. (Franchise Agreement, Section 7.1).

e. provide you with samples or digital artwork of advertising and promotional materials for your initial marketing activities (Franchise Agreement, Section 10.4).

f. if you elect to initially operate from a leased office space, approve your office location and review your proposed lease for your office for our required terms only. We will not own the premises or provide any leasing assistance (Franchise Agreement, Section 8.1).

2. Time to Open

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your Franchised Business is sixty (60) days. Before you may open, you must (i) complete our Sales Training and Operations Training Program, (ii) hire and train your staff, if required, (iii) acquire all equipment, computer systems, software, and applications, and (iv) obtain required licenses to operate the Franchised Business. Factors that may affect this time period include your ability to acquire license and permits and completion of required training. If you have not opened your Franchised Business within sixty (60) days after you sign the Franchise Agreement, you must obtain our consent to extend the time to open, which we may or may not grant, at our discretion. Failure to open your Franchised Business within the original time as extended, is a default of the Franchise Agreement. (Franchise Agreement, Sections 8.2).

3. Obligations After Opening

During the operation of your franchise, we will:

a. Provide you with ongoing assistance and supervision that we consider appropriate and reasonable.

b. upon your request, provide individualized assistance to you within reasonable limits by telephone, video conference, electronic mail or postage service, subject at all times to availability of our personnel and in reasonable limits (Franchise Agreement, Section 7.4).

c. from time to time, as may become available, provide you with samples or digital artwork of advertising and promotional materials (Franchise Agreement, Section 10.4).

d. maintain Corporate Cleaning Group website with a link to your Franchised Business contact information and completed work. (Franchise Agreement, Section 12.3.6).

e. provide you with any written specifications for required equipment, products and services and provide you with updated lists of any approved suppliers of these items (Franchise Agreement, Section 10.5).

f. subject to applicable law, recommend minimum and maximum prices for the services and products offered by your Franchised Business. You may provide your Franchised Business services and products at any price that you determine within our parameters. Our suggested prices are not a representation, warranty or guarantee that such prices will enhance your sales or profit (Franchise Agreement, Section 10.9).

g. approve or disapprove of all advertising, direct mail, and other promotional material and campaigns you propose in writing to us. We will respond within thirty (30) business days, either accepting or rejecting the proposed material and/or campaign; however, if we do not respond within thirty (30) business days, the proposed material and/or campaign is deemed “disapproved”. (Franchise Agreement, Section 13.6).

h. approve your office location, if you choose to relocate to commercial premises, which approval is in our sole discretion. You will commence operations at home. If you wish to move to a commercial location, you can do so without approval. Factors for approval include the general location, neighborhood and our demographic characteristics of the area when approving a site. We will not

unreasonably withhold our approval. You must continue operating out of your home office until we approve a commercial office location (Franchise Agreement, Section 8.1.2, 10.1).

i. We may, in our discretion, hold an Annual Conference and/or Convention at a location to be selected by us. We will determine the topics and agenda for such a conference. You must attend the Annual Conference and/or Convention and pay our then-current registration fee. If you fail to attend our Annual Conference without our prior written consent, you must pay us our then-current registration fee. All expenses, including you and your employees' transportation to and from the Annual Conference/Convention, and lodging, meals, and salaries for you and your employees attending, are your sole responsibility. We may use Brand Development Fees from the Brand Fund for purposes related to the Annual Conference and/or Convention, including costs related to productions, programs, and materials. (Franchise Agreement, Section 7.5).

4. Post-Opening Support

After you open for business, we will continue to provide ongoing support. This includes periodic check-ins from our Franchise Support Team, assistance with performance tracking, access to updated operations resources, and guidance on business development. We also provide sales support, which may include lead tracking guidance, coaching on pricing strategies, and assistance with closing new business. We may also offer refresher training, coaching sessions, or optional in-person visits at our discretion.

5. Financial Reporting and Bookkeeping Support

You are required to maintain timely and accurate financial records using the accounting systems we designate. If you fail to submit required financial reports, maintain up-to-date records, or operate without a clear understanding of your financial position, we may require you to engage a third-party bookkeeper approved by us at your expense. We may also require additional financial coaching or reporting reviews to support your business performance.

6. Optional and Discretionary Professional Development

From time to time, we may offer professional development opportunities to franchisees and their leadership teams. These may include webinars, workshops, leadership coaching, roundtables, or participation in industry events. Participation is generally optional; however, we may require attendance in certain cases where we determine it is necessary to support your performance or business growth. Participation in these opportunities may be subject to additional registration, travel, or third-party costs.

7. Advertising & Marketing

Local Advertising (Franchise Agreement, Sections 13.2, 13.5)

You are required to spend a minimum of $1,200 per month on local marketing and promotional activities. You must spend this amount as we prescribe in the Operations Manual or otherwise in writing, which may include the use of specific approved vendors, digital campaigns, prospecting services, print media, or participation in marketing programs coordinated by us or our designees.

You may not market outside your Territory without our prior written approval. You may exceed the required minimum but must still use only advertising and promotional materials that have been pre-approved by us. We may inspect records, audit your spending, and require you to pay any unspent portion of the Local Marketing Requirement to us or our designee for use in local, regional, or national marketing campaigns.

As part of your marketing obligations, you must participate in our brand reputation management program, including the generation and monitoring of customer and employee reviews. You must follow our procedures for soliciting, collecting, and managing reviews on designated platforms (including but not limited to Google and Indeed) as specified in the Operations Manual. You must cooperate with us in managing responses to all reviews, whether positive or negative. You must obtain our prior written approval before responding to any negative review (defined as a review with a rating of 3 stars or fewer out of 5, or the equivalent on platforms with different scales). We reserve the right to assist with or directly manage responses to reviews and to monitor your review-related activities as part of our system-wide brand reputation strategy. Failure to comply with our brand reputation management requirements shall constitute a breach of the Franchise Agreement.

Boost Marketing Program (Franchise Agreement, Section 13.2)

You must pay to us a Boost Marketing Program fee of Ten Thousand Five Hundred Dollars ($10,500) per territory purchased. The Boost Marketing Program Fee is used by Franchisor, in its sole discretion, either directly or through its affiliates or designated vendors, to provide an accelerated sales and marketing support program during the first ninety (90) days of your Franchised Business. This program includes the following services:

- Establishment of your initial marketing and sales goals tailored to your territory;
- One (1) on-site visit to your franchise location by a CCG sales coach, with all travel and expenses of the sales coach included;
- Initial prospect list pull and prospect resources tailored to your market;
- Phone calls into your market made by the internal Corporate Cleaning Group Sales Team;
- National and regional brand initiative campaign support;
- Design and distribution of new-to-market brand postcard mailings;
- Two (2) lead generation providers selected from our approved vendor network, with fees covered for the initial three (3) months of operation;
- A dedicated social media campaign, managed by Franchisor and its designated vendors; and
- A dedicated LinkedIn campaign, managed by Franchisor and its designated vendors.

During the Boost period, Franchisor will manage your social media and LinkedIn campaign activity on your behalf. You will have the opportunity to provide input, but Franchisor retains full discretion over the content, messaging, and cadence of all campaigns during this period. You are expected to establish relationships with and sign on with additional recommended vendors to fulfill your ongoing local marketing spend beyond the Boost period. The Boost Marketing Program Fee is required for all new franchisees, must be paid in full upon signing the Franchise Agreement, and is nonrefundable.

System-wide Brand Fund (Franchise Agreement, Section 13.3)

You are required to contribute to the Brand Fund one and one half percent (1.5%) of monthly Gross Revenue, subject to increases not to exceed two percent (2%) of monthly Gross Revenue upon 60 days written notice, generated by your Franchised Business ("Brand Fund Contribution").

The Brand Fund is administered by our accounting and marketing personnel. We may use Brand Fund contributions to support a variety of brand-building and lead generation efforts, including, but not limited to: digital and traditional advertising, CRM and technology systems (including the current HubSpot system), marketing collateral, national campaigns, vendor programs that promote system-wide awareness and sales activity, marketing seminars and training programs, market research, services of advertising and/or public relations agencies, and website development and maintenance. We may further use Brand

Fund contributions to pay our costs (including personnel and other administrative costs) for advertising that is administered by us or prepared by us, as well as for administration and direction of the Brand Fund.

The Brand Fund will not be used to defray any of our other general operating expenses. Brand Fund contributions will not be used to solicit new franchise sales; provided however, we reserve the right to include "Franchises Available" or similar language and contact information in advertising produced with Brand Fund contributions.

The Brand Fund collects and expends the Brand Fund contributions for the benefit of the System as a whole. We reserve the right to use the Brand Fund contributions to place advertising in national, regional or local media (including broadcast, print, or other media) and to conduct marketing campaigns through any channel, in our discretion, including but not limited to, Internet and direct-mail campaigns. We may require your participation in national or regional marketing initiatives that complement your local marketing efforts, including coordinated campaigns or tools that you help execute at the local level, as we determine appropriate. We have no obligation, however, to place advertising or conduct marketing campaigns in any particular area, including the Territory where your Franchised Business is located.

We have no obligation to make expenditures that are equivalent or proportionate to your Brand Fund contribution or to ensure that you benefit directly or pro rata from the production or placement of advertising from the Brand Fund.

The Brand Fund is not audited. An annual unaudited financial statement of the Brand Fund is available to any franchisee upon written request.

If we spend more or less than the total of all contributions to the Brand Fund in any fiscal year, we may carry forward any surplus or deficit to the next fiscal year.

In the fiscal year ending December 31, 2025, we collected $171,476.68 from franchisees. We contributed an additional $221,341.72 to the Brand Fund. In fiscal year 2025, we used 38% of the Brand Fund on administrative expenses, and we used 62% of the Brand Fund for other expenses. Although the Brand Fund is intended to be of perpetual duration, we may terminate it at any time and for any reason or no reason. We will not terminate the Brand Fund, however, until all monies in the Brand Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

Regional Advertising (Franchise Agreement, Section 13.4)

Currently, our System has no regional advertising fund or cooperative. However, we may decide to establish a regional fund or cooperative in the future and your participation may be mandatory, in our sole discretion. A regional cooperative will be comprised of all franchised Corporate Cleaning Group outlets in a designated geographic area. Our affiliate and franchisor owned outlets are not required to contribute to a regional cooperative. Each Corporate Cleaning Group outlet will have one vote in the cooperative. We will determine in advance how each cooperative will be organized and governed. Membership will be defined on a geographic basis. We have the right to form, dissolve, merge or change the structure of the cooperatives. If a cooperative is established during the term of your Franchise Agreement, you must sign all documents we request and become a member of the cooperative according to the term of the documents. Currently, there are no governing documents available for your review.

If we establish a regional advertising fund or cooperative, you must contribute amounts we require. Your contributions to a regional advertising fund or cooperative will be in addition to your required contributions to the Brand Fund; however, contributions made by you to a regional advertising fund or cooperative will

be credited against up to one-half of your required expenditures for local advertising. Fees for the cooperative will not exceed one-half of the Local Advertising requirement or your pro-rata share of actual cooperative advertising costs, whichever is greater.

Advertising Council (Franchise Agreement, Section 9.6)

We do not have an advertising council composed of franchisees that advises us on advertising policies. The Franchise Agreement gives us the right, in our discretion, to create a franchisee advisory council to communicate ideas, including proposed advertising policies. If created, we will determine in advance how franchisees are selected to the council, which may include factors such as a franchisee's level of success, superior performance and profitability. We reserve the right to change or dissolve the council at any time.

5. Computer Systems (Franchise Agreement, Section 12.3)

We require you to have a computer (desktop or laptop) and Internet access, but it is not required that you purchase a new computer or tablet. We do not specify the computer operating system or Internet supplier. Your computer must be in good repair, with sufficient memory to carry out daily business functions pertaining to your Franchised Business. This includes hardware and software capable of supporting our approved platforms for accounting, payroll, timekeeping, email, business productivity, customer communication, and lead tracking.

You will be solely responsible for the acquisition, operation, maintenance and upgrading of the Computer System. Neither we, nor any affiliate or third party, is obligated to provide ongoing maintenance, repairs, upgrades or updates for the Computer System. We currently do not require that you purchase a maintenance, repair, upgrade or update service contract for the Computer System, but reserve the right to do so in the future. You must use Sage Intacct for accounting, Team Software Suite for timekeeping and field management, Microsoft for email and business productivity, Learning Zen for Learning Management System, Paychex Flex for payroll and hiring, Clarity Communications for your business telephone number (VoIP), and HubSpot (or such other customer relationship management system as we may designate upon 30 days written notice to you) for customer relationship management in the operation of your Franchised Business.

There are no contractual limitations on the frequency and cost of upgrades and/or updates to the above-described systems. We may in the future modify or establish other service performance or revenue reporting systems, as we deem appropriate, for the accurate and expeditious reporting of Gross Revenue and delivery of our products and services. You must fully cooperate in implementing any such modifications at your expense.

We may modify system requirements from time to time. You must comply with all then-current specifications and implement required updates promptly to maintain compatibility with our systems and support infrastructure. We will have access to your technology systems, including designated software platforms, for the purpose of monitoring compliance, providing support, and evaluating performance. You agree to provide any access credentials or administrative rights necessary to allow us such access.

Microsoft 365 is our standard platform for business productivity. All Franchise Managing Partners are required to maintain a valid subscription to the Microsoft 365 Business Standard license, which includes tools such as Outlook, Word, Excel, PowerPoint, Teams, and Planner, as well as a Corporate Cleaning Group email address. The current annual cost for this license is $159 per user. Managers and above (other than Franchise Managing Partners) are required to maintain, at minimum, a Microsoft Exchange Online license to access a Corporate Cleaning Group email account. Microsoft Exchange Online provides business email only and does not include Microsoft Teams or other productivity applications included in the

Microsoft Business 365 suite. Microsoft Exchange Online and Microsoft Business 365 are mutually exclusive. Optional upgraded Microsoft licenses with additional productivity features are available between the Exchange Online and Microsoft Business 365 tiers at additional cost. The current annual cost for Microsoft Exchange Online is $61.05 per user. We manage and bill you directly for all Microsoft licenses through our approved vendor, Xfer.

You are required to use our designated customer relationship management (CRM) system to track and manage sales leads and prospecting activity. As of the date of this Disclosure Document, we use HubSpot, though we may change systems at any time. The CRM is currently funded through the National Brand Fund, and you are not billed separately. However, we reserve the right to charge you directly for CRM use in the future.

Franchisees must also use Paychex Flex for payroll and HR-related services. The current one-time setup fee is $3,000. Additional fees include $1.71 per employee, per payroll for onboarding and hiring; $6.29 per employee, per payroll for payroll processing; $9.00 annually for any employees with wages for electronic W-2 processing; and a Year-End Handling Base Fee of $32.00. Optional services such as E-Verify and I-9 processing may incur additional fees.

You are also required to use Sage Intacct for accounting. This software must be licensed through us, and we collect the monthly fee as a pass-through to our designated vendor, Maner Costerisan. The current fee is $99 per month, and it may increase annually.

You are required to use Clarity Communications for your business telephone number, provided through a VoIP service. This service provides a local business telephone number for your Franchised Business for use on your microsite and marketing channels. Calls are routed to your designated phone line. We maintain administrative control of such numbers for brand consistency and continuity. The current monthly fee is $5.00, collected by us as a pass-through to our approved vendor.

We will provide you with an individual location page on the main corporate website and a Micro Site with a separate URL/web address that is customized for your territory. You must pay us a one-time Website Fee equal to $1,200.

We have no obligation to maintain, repair, update or upgrade your computer hardware and software. At your cost, you must provide on-going maintenance and repairs to your computer hardware and software. You must upgrade your computer hardware and software as necessary to operate the most current version of our System requirements.

We reserve the right to have remote and independent access to all information generated by and stored in your computer system, including your revenue information and customer data, in compliance with all applicable data protection and privacy laws. There are no contractual limitations on our right to have full access to this information, subject to legal restrictions. At our option, we may retrieve, download, analyze and store such information and data at any time. Upon our request, you must sign any documents we require to allow us to independently and electronically access and retrieve the information stored in your computer system. We own all client data stored in your computer system, subject to applicable data protection and privacy laws, and you agree to cooperate in the transfer and protection of such data in accordance with our system standards.

6. Table of Contents of Operations Manual

The Table of Contents of our Operations Manual, current as of the date of this Disclosure Document is attached as Exhibit D. The Operations Manual has approximately 175 pages.

7. Training (Franchise Agreement, Article 7)

Before opening your Franchised Business, you must complete, to our satisfaction, the initial training program described below. Completion of training is a material obligation under this Agreement, and failure to successfully complete training may result in termination of this Agreement. During initial training you (if the franchisee is an individual) or all of your owners (if the franchisee is a business entity) and your general manager shall complete the Initial Operations & Sales Training Program outlined below. The initial operational training program consists of classes at our affiliates' offices in Livonia, Michigan; Lenexa, Kansas or at other designated locations. All travel, lodging, meals (other than lunches provided during training days), and incidental expenses to attend training at both locations are your sole responsibility. The training program will include instruction relating to the operation of the Franchised Business, cost and cash control, customer marketing, customer service, bid procedures, employee scheduling and methods of controlling operating costs. Training will cover management roles as well as job functions of employees.

TRAINING PROGRAM

Initial Operations & Sales Training Program			
Subject	**Hours of Classroom Training**	**Hours of On-The Job Training**	**Location**
Operations Technology & System Knowledge	1	2	Livonia, MI, virtual or other designated location
Recruitment, Hiring & Onboarding	3	2	Livonia, MI, virtual or other designated location
History, Philosophy & Values	1	0	Livonia, MI, virtual or other designated location
Accounting, Billing & Payroll	1	3	Livonia, MI, virtual or other designated location
Social Media & Branding	1	0	Livonia, MI, virtual or other designated location
Cleaning Equipment & Best Practices	3	1	Livonia, MI, virtual or other designated location
Cleaning Operations	9	7.5	Livonia, MI, virtual or other designated location

Operating Room Certification	1	2	Livonia, MI, virtual or other designated location
Floor Care	1	3	Livonia, MI, virtual or other designated location
Employee Engagement & Leadership	1.5	0	Livonia, MI, virtual or other designated location
Sales Process, Prospect Development & Proposal Strategy	15	3	Lenexa, KS, virtual or other designated location
Sales Technology & System Knowledge	5	0	Lenexa, KS, virtual or other designated location
Totals Hours:	42.5	23.5	

Note: The Boost Program is a separate marketing and support initiative and is not included in the Initial Training hours listed above.

The on-the-job training will take place during Initial Operations & Sales Training Program and will involve approximately 23.5 hours of on-the-job training.

We periodically conduct our Operations and Sales Training Programs throughout the year, as needed. Training is currently provided by Devin Dollar, Len Yakuber, Andrea Lilly, Carrie Pratt, John Lechtenberg, Laurie Roach, Rose Robeson, Megan McKinley, and Jacquelynn Carcone.

Devin has been our CEO since 2007 and has operated our affiliates since 2003. Len Yakuber founded Corporate Cleaning Group and has been our COO since 2007; he has served as President of our affiliate, OSCI, since 1995, and CCGI since 2003. Andrea Lilly has been our Vice President of Finance since 2025 and has worked with us and our affiliates since 2018 and has over 20 years of experience in Finance and Accounting and 7 years of experience in Franchising. Ms. Lilly is a Certified Franchise Executive, designated by the International Franchise Association. Carrie Pratt is our Franchise Liaison and has over 30 years of experience in leadership development and employee engagement. John Lechtenberg is our Sales Coach and Territory Developer for National Sales and has worked with us for 6 years. Laurie Roach is our Recruiting & Onboarding Coordinator and has over 10 years of experience in the industry. Rose Robeson is our Project Operations Manager and has nearly 15 years of administrative and project management experience, along with 8 years of training experience. Megan McKinley is our Sales Coordinator and has over 20 years of experience with us and our affiliates. Jacquelynn Carcone is our Franchise Support Coordinator and has over 15 years of experience in providing customer service support and training. We reserve the right to make changes in our training staff as we deem necessary and advisable without prior notice.

Our training materials consist of videos, reference books, worksheets, forms, Playbooks, Learning Management Systems videos, computerized presentations and/or our Operations Manual. You will receive both classroom instruction and hands-on training. You may not commence operation of the Franchised Business unless and until we determine that you have successfully completed the Operations Training Program.

The cost of our instructors and training materials is included in the Initial Franchise Fee. We may, however, provide additional and supplemental in-person training to you. We have the right to charge you our then current fee for additional training, currently $250 per day per person. You must pay for all travel and personal expenses, including, but not limited to, all costs for your transportation and most meals for yourself and your personnel.

If you do not complete our Operations Training Program to our satisfaction, we reserve the right to terminate the Franchise Agreement.

We may conduct mandatory advanced training programs, including an annual conference or national business meeting. If we require it, you must attend mandatory advanced training and/or attend an annual business meeting or franchisee conference for up to five (5) days each year at a location we designate. Failure to attend mandatory advanced training or an annual business meeting or conference is a default of the Franchise Agreement. We reserve the right to impose a reasonable fee for tuition and/or attendance for all advanced training programs. Currently there is no annual conference. We reserve the right to charge up to $1,000 or then current- registration fee, whether you attend or not.

You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs.

ITEM 12: TERRITORY

The Franchise Agreement grants you the right to own and operate a Franchised Business within an exclusive defined geographic area (the "Territory" or "Unit"), indicated by specified zip code(s). The size of the Territory may vary but is based on the following factors: geographical radius, considering serviceability and potential customers within the Territory. We use data for our 4 main marketing niches - church, school, general business and medical - to help draw your Territory based upon niche numbers that support sustainable business growth. We develop and define our territories based upon up to 400 niche business prospects within the territory. Niche prospects are mapped out based on specific parameters, that include serviceability and potential customer size within the territory. The niche prospect businesses are determined by the square footage of the facility with the following metrics: (Manufacturers & Distributors 40,000 + square feet), (Churches 10,000 + square feet), Surgical Centers (no size qualification), Universities & Colleges (10,000 + square feet). In addition to the school niche prospect businesses a separate list of private schools with 50 + students are included in the territory. Your territory will also include secondary prospects outside our main niches that will increase the overall numbers; however, our niche markets define the territory. Your Territory will be defined and attached to your Franchise Agreement as Attachment 3.

In addition, we will determine the size and boundaries of your Territory in our discretion, based on factors such as population density, character of the neighborhood, location and number of competing businesses and other factors. Your Territory may be defined by one or more five-digit zip codes, county or city boundaries or fixed geographic boundaries such as rivers, streets, or highways, or as may be identified by a map. When determining the Territory, we generally use demographic statistics provided by the U.S. Census Bureau.

The continuation of the rights granted to you in the Territory is not dependent upon your achievement of a certain sales volume or market penetration or other contingency. In addition, there are no circumstances that permit the franchisor to alter franchisee's territorial rights.

During the term of your Franchise Agreement, and provided that you are not in default of your Franchise Agreement, we will not open another Corporate Cleaning Group outlet or grant the right to anyone else to open a Corporate Cleaning Group outlet within the Territory. However, notwithstanding this limited protection right we grant to you, we reserve all rights to sell, either directly or through others, our products and services under the Marks in the Territory through alternative distribution channels. These alternative channels may include national account sales, direct sales through our affiliates, or service agreements with large clients that span multiple territories.

We also reserve the right to advertise and sell our services online or through digital platforms, even if those efforts generate leads from within your Territory. We will not assign such leads to other franchisees but may service them directly or through national accounts.

The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises within the Territory or contiguous territories. We may, but have no obligation to, consider granting to you the right to establish additional Corporate Cleaning Group outlets under other franchise agreements if you are in compliance with the Franchise Agreement and propose to open another Corporate Cleaning Group Franchise in an area and at a location we approve.

The Franchise Agreement permits you to operate from an office in your home. You may not change the location of your Franchised Business office, except in accordance with the requirements of Section 8.3 of the Franchise Agreement. You may only relocate the Franchised Business office with our consent. We consider the general location, neighborhood and demographic characteristics of the area when approving a site.

We reserve all rights not expressly granted in the Franchise Agreement. For example, we or our affiliates may own, operate or authorize others to own or operate Corporate Cleaning Group outlets outside of the Territory and may operate other kinds of businesses within the Territory. Although we do not currently do so and have no plans to do so, we and our affiliates may own, acquire, conduct, or authorize others to conduct, any form of business at any location selling any type of product or service not offered under the Marks, including a product or service similar to those you will sell at your Franchised Business.

We reserve the rights to offer (i) other services and products not offered under the Marks, (ii) other commercial, industrial, and institutional cleaning and maintenance services or products under the Marks or other trademarks, and (iii) products or services through other channels of distribution in the Territory including, but not limited to, co-branding with other commercial, industrial, and institutional cleaning and maintenance services and products offered through retail stores, the Internet or direct marketing ("Alternative Channels of Distribution"). You will receive no compensation for our sales through Alternative Distribution Channels in the Territory or elsewhere, and you hereby waive any claims for such compensation.

You may not use Alternative Distribution Channels to make sales inside or outside your Territory; however, we will include a listing on our website of your Corporate Cleaning Group Franchised Business contact information.

You may only solicit sales from customers in your Territory. Your local advertising must target customers in your Territory, although the reach of your local advertising may extend beyond your Territory.

You may service a customer located outside of your Territory, provided that (A) the customer is not in the territory of another Corporate Cleaning Group franchisee and (B) Franchisee obtains Franchisor's prior written approval. If approval is granted to you to solicit or accept orders outside your Territory, you must immediately stop soliciting or accepting orders in any area that a new Corporate Cleaning Group Business is established. Prior to performing any services outside of your Territory Franchisee shall obtain Franchisor's approval to provide service at the location outside of the Territory.

We may, in our sole discretion, permit you to accept customers or provide services in areas that are not then assigned to you, to another Corporate Cleaning Group franchisee, or to us (a "Vacant Territory"), under a written Vacant Territory Consent Agreement between you and us. The Vacant Territory Consent Agreement is revocable by us at any time, in our sole discretion, and does not grant you any ownership, exclusivity, or territorial rights in the Vacant Territory. If, at any time during the term of a Vacant Territory Consent Agreement, you have 3 or more active recurring service accounts located within a single five-digit zip code in the Vacant Territory, we may, in our sole discretion, require you to purchase that zip code within 60 days after our written notice to you. The purchase price for the zip code will be equal to (A) our then-current initial franchise fee (as set forth in our then-current Franchise Disclosure Document), divided by four hundred (400) (the number of target niche business prospects included in our standard-size territory), multiplied by (B) the number of target niche business prospects located within the zip code (as reasonably determined by us using the same methodology and sources used to size our standard-size territories). If you do not complete the purchase within the 60 day period, we may revoke the Vacant Territory Consent Agreement as to that zip code, and you must wind down your operations in that zip code in accordance with the 24 month customer transition provisions set forth in the Vacant Territory Consent Agreement.

ITEM 13: TRADEMARKS

Corporate Cleaning Group® Franchise Systems LLC, or its successor, ("Licensor") is the owner of the Marks and has granted us the exclusive right to use the Marks and license to others the right to use the Marks in the operation of a Corporate Cleaning Group outlet in accordance with the System. The Franchise Agreement will license to you the right to operate your Franchised Business under Corporate Cleaning Group Marks, as described below (the "Principal Marks").

Mark	Registration Number	Registration Date	Register
CORPORATE CLEANING GROUP	3421710	May 6, 2008 Renewed: February 16, 2018	Principal
	6660996	March 1, 2022	Principal

Licensor has filed all required affidavits.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Principal Mark or other trademarks. Licensor and we will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of the Principal Mark or other trademarks. Licensor and we have the right to control any administrative proceedings or

litigation involving the Principal Mark or other trademarks licensed by us to you. You must cooperate fully with Licensor and us in defending and/or settling the litigation.

We reserve the right to substitute different Marks if we can no longer use the current Mark, or if we determine that substitution of different Marks will be beneficial to the System. In such event, we may require you, at your expense, to modify or stop using any Mark, including the Principal Mark, or to use one or more additional or substitute Marks. If we substitute any of the Marks, you may be required, at your expense, to make changes to signage, uniforms, promotional materials, or other aspects of your business.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administration of any state, or any court relating to the Mark. There is no pending infringement, opposition or cancellation. There is no pending material federal or state court litigation involving the Principal Mark or other of our trademarks.

There are no currently effective agreements that significantly limit Licensor's or our rights to use or license the use of the Principal Mark or other of our trademarks in a manner material to the franchise.

As of the date of this Disclosure Document, we know of no superior prior rights or infringing uses that could materially affect your use of the Principal Mark.

Upon expiration, termination, or transfer of your Franchise Agreement, you must immediately stop using the Marks and remove or discontinue any materials bearing the Marks, including signage, uniforms, websites, and marketing collateral.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents and have no pending patent applications that are material to the franchise. We have registered no copyright with the United States Copyright Office. However, we claim copyrights on certain forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in our Operations Manual and the contents of our website.

There are no current material determinations of, or proceedings pending in, the United States Patent and Trademark Office, the U.S. Copyright Office, or any court regarding any of our copyrights discussed above.

There are no agreements currently in effect that limit your right to use any of our copyrights. As of the date of this Disclosure Document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights that could materially affect your use of them.

You must notify us immediately when you learn about an infringement of or challenge to your use of our copyrights. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of our copyrights. We have the right to control any administrative proceedings or litigation involving our copyrights licensed by us to you. You must cooperate fully with us in defending and/or settling the litigation.

If you develop, create, discover, or implement any new concept, process, product, service, improvement, enhancement or modification ("Improvement") in the operation or promotion of the Franchised Business, you are required to immediately notify us and provide us with all requested information relate to the Improvement and sign all documents necessary for us to obtain full proprietary rights to the Improvement. We have no obligation to compensate you for the Improvement or for any cost you incur to sign over your rights to the Improvement to us.

During the term of the Franchise Agreement, you may have access to and become acquainted with our trade secrets, including, but not limited to, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of your Franchised Business; systems of operation, services, programs, products, procedures, policies, standards, techniques, requirements and specifications which are part of the System; the Operations Manual; methods of advertising and promotion; instructional materials; marketing plans, business methods, research, development or know-how, any other information which we may or may not specifically designate as "confidential" or "proprietary", and the components of our System whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively called the "Confidential Information"). You agree that you will take all reasonable measures to maintain the confidentiality of all Confidential Information in your possession or control and that all such Confidential Information and trade secrets shall remain our exclusive property. You may never during the Initial Term, any Renewal Term, or after the Franchise Agreement expires or is terminated reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our Confidential Information or give it to a third party except as we authorize in writing to you prior to any dissemination. You may not copy, use, or disclose any Confidential Information except as authorized in the Franchise Agreement. These confidentiality obligations survive termination or expiration of your Franchise Agreement. Any and all of your personnel who have access to our Confidential Information must sign our Confidentiality/Non-Competition Agreement (Franchise Agreement, Attachment 6).

You must promptly tell us when you learn about unauthorized use of any Confidential Information. We are not obligated to take any action but will respond to this information as we think appropriate. We will indemnify you for losses brought by a third party concerning your use, in strict compliance with the Franchise Agreement, of the Confidential Information.

We reserve the right to modify or discontinue using the subject matter covered by a patent or copyright. In such event, we may require you, at your expense, to modify or discontinue using the subject matter in the operation of your Franchised Business and you may be required, at your expense, to modify or discontinue using such subject matter in the operation of your Franchised Business.

ITEM 15: OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must personally supervise the day to day operations of the Franchised Business unless we approve in writing a designated manager to act on your behalf. We will not approve a nonowner manager unless they complete our required training program and pass a background check conducted in compliance with the Fair Credit Reporting Act and applicable law.

You may not operate the Franchised Business in a semi absentee or passive capacity. The Franchise must be actively operated by you as the owner, or by a manager we have approved in writing.

Your spouse may participate in the business without prior written approval if they are not an owner and if they have completed a background check we authorize. Any spouse involved in the operation must also sign our non-disclosure and non-competition agreement, which is attached to our Franchise Agreement as Attachment 6. Spouses of all of your owners are required to execute a Guaranty.

Each of your direct and indirect owners during the term of the Franchise Agreement, any individuals who will have access to confidential information or decision making authority, and any nonowner managers must sign an authorization permitting us to perform a background check in accordance with applicable law.

They must also sign our non-disclosure and non-competition agreement, which is attached to our Franchise Agreement as Attachment 6.

ITEM 16: RESTRICTION ON WHAT FRANCHISEE MAY SELL

You may only offer and sell the products and services that are part of the System, and the services and products which we incorporate into the System in the future. You may only offer products and services that we have previously approved and for which you are qualified to provide.

You may not use our Marks for any other business, and you may not conduct any other business at or through your Franchised Business operations or office. You cannot engage in any other business that competes with your Franchised Business, with us or our affiliates, or with Corporate Cleaning Group outlets owned by other franchisees, whether such business is inside or outside of the Territory.

We may add to, delete from or modify the products and services that you can and must offer. You must abide by any additions, deletions and modifications. There are no other limits on our rights to make these changes.

You may only sell products and services in the manner we prescribe. You may only solicit sales from customers in your Territory. Your local advertising must target customers in your Territory, although the reach of your local advertising may extend beyond your Territory.

Failure to comply with these restrictions may be considered a default under the Franchise Agreement.

(*Remainder of page intentionally left blank*)

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Article 4	Term is ten (10) years
b.	Renewal or extension of the Term	Article 5	If you are in good standing as defined below, you can enter into successor franchise agreements for up to two (2) additional five (5) year successor terms for a maximum total of twenty (20) years, unless we have determined, in our sole discretion, to withdraw from your Territory.

	Provision	Section in Franchise Agreement	Summary
c.	Requirements for franchisee to renew or extend	Sections 5.1 and 5.2	Be in full compliance, have no more than four (4) events of default during current term, provide written notice to us at least six months before the end of the term, execute a new franchise agreement, pay us a successor agreement fee of $5,000, repair, upgrade or replace the equipment and other Franchised Business assets, as necessary, to meet then-current specifications, execute a general release, comply with then-current qualifications and training requirements, including completion of advanced training, subject to state law. You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d.	Termination by franchisee	Not Applicable	The Franchise Agreement does not give you any right to terminate. You may seek termination upon any grounds permitted by law.
e.	Termination by franchisor without cause	Section 16.7	The Franchise Agreement will terminate automatically upon your death or permanent disability, unless prohibited by law and the Franchise is transferred within six (6) months to a replacement franchisee that we approve.
f.	Termination by franchisor with cause	Article 17	We may terminate only if you default, subject to state law. The Franchise Agreement describes defaults throughout. Please read it carefully. (subject to state law)
g.	"Cause" defined – curable defaults	Section 17.3	You have thirty (30) days to cure non-payments and any other defaults (except for non-curable defaults listed in the Franchise Agreement and described in h. immediately below). (subject to state law)

	Provision	Section in Franchise Agreement	Summary
h.	"Cause" defined - non-curable defaults	Sections 17.1 and 17.2	The Franchise Agreement will terminate automatically, without notice for the following defaults: insolvency; bankruptcy; written admission of inability to pay debts; receivership; levy; composition with creditors; unsatisfied final judgment for more than sixty (60) days; or foreclosure proceeding that is not disclosed within fifteen (15) days. We may terminate the Franchise Agreement upon notice to you if you: do not obtain required licenses and permits and/or open the Franchised Business within required time frames; falsify any report to us; fail to operate for a period of ten (10) consecutive days or more; fail to comply with applicable laws; understate Gross Revenue; fail to comply with insurance and indemnification requirements; attempt a transfer in violation of the Franchise Agreement; fail, or your legal representative fails to transfer as required upon your death or permanent disability; misrepresent or omit a material fact in applying for the Franchise; are convicted or plead no contest to a felony or crime that could damage the goodwill or reputation of the Marks or the System; receive an adverse judgment in any proceeding involving allegations of fraud, racketeering or improper trade practices or similar claim that could damage the goodwill or reputation of the Marks or the System; conceal revenues or maintain false books; create a threat or danger to public health or safety; refuse an inspection or audit by us; use the Marks, copyrighted material or Confidential Information in an unauthorized manner; make an unauthorized disclosure of Confidential Information; fail to comply with non-competition covenants; default in the performance of your obligations two (2) or more times during the term or receive two (2) or more default notices in any 12-month period regardless if they were timely cured; default under any other agreement with us or our affiliate; have insufficient funds to honor a check or EFT two (2) or more times within any twelve (12)-month period; or terminate the Franchise Agreement without cause. (subject to state law)

	Provision	Section in Franchise Agreement	Summary
i.	Franchisee's obligations on termination/ non-renewal	Article 18	Upon termination, you must: cease operations; cease to identify yourself as a Corporate Cleaning Group franchisee; cease to use the Marks; cancel any assumed name registration that contains any Mark; pay us and our affiliates all sums owing; pay us any Liquidated Damages; pay us any damages, costs or expenses we incur in obtaining any remedy for any violation of the Franchise Agreement by you, including, but not limited to attorney's fees; deliver to us all Confidential Information, the Operations Manual and all records and files related to your Franchised Business; comply with the non-disclosure and non-competition covenants; sell to us, at our option, all fixtures, equipment, inventory and supplies of your Franchised Business; and assign, at our option, your telephone numbers, directory and internet listings, and social media accounts.
j.	Assignment of contract by franchisor	Section 16.1.1	No restrictions on our right to assign.
k.	"Transfer" by franchisee defined	Section 16.3	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Franchise Agreement, the Franchised Business, any assets of the Franchised Business, or in the Franchisee (if the Franchisee is a business entity).
l.	Franchisor approval of transfer by franchisee	Section 16.3	No transfer is allowed without our consent, which we will not unreasonably withhold.
m.	Conditions for franchisor approval of a transfer	Section 16.3 and 16.4	Conditions include: our decision not to exercise our right of first refusal; transferee meets our then-current standards for qualifying franchisees; transferee signs our then-current form of Franchise Agreement, which may have materially different terms from your Franchise Agreement; transferee successfully completes our Operations Training Program; you have paid us and third-party creditors all amounts owed; you and the transferee sign a General Release in the form of Attachment 5 to the Franchise Agreement; you shall subordinate any claims you have against the transferee to us; our approval of the material terms and conditions of the transfer; and payment of a transfer fee of $15,000 plus all brokerage commissions, finder fees and similar charges incurred by us in connection with the transfer of your franchise.

	Provision	Section in Franchise Agreement	Summary
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 16.6	You must promptly notify us of any written offer to purchase your Franchise. We have fifteen (15) days to exercise our first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration, (b) we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least thirty (30) days to close and (e) you shall give us all customary seller's representations and warranties.
o.	Franchisor's option to purchase franchisee's business	Section 18.2	Upon termination of the Franchise Agreement, we have the option to purchase your equipment, signs, advertising materials, supplies and inventory at your cost or fair market value, whichever is less.
p.	Death or disability of franchisee	Sections 16.3, 16.4 and 16.7	The Franchise Agreement will terminate automatically upon your death or permanent disability, unless prohibited by law and the Franchise is transferred within six (6) months to a replacement franchisee that we approve.
q.	Non-competition covenants during the term of the franchise	Section 19.5.1	You may not: divert, or attempt to divert, customers or referral sources of any Corporate Cleaning Group outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees. (Subject to state law)
r.	Non-competition covenants after the franchise is terminated or expires	Section 19.5.2	For twenty four (24) months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers or referral sources of any Corporate Cleaning Group business (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business within twenty-five (25) miles of your former Corporate Cleaning Group Territory or any other Corporate Cleaning Group office location; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees. (Subject to state law)
s.	Modification of the agreement	Sections 9.4, 14.6, 19.1.4 and 21.4	No oral modifications generally, but we may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our Marks at any time upon written notice to you.

	Provision	Section in Franchise Agreement	Summary
t.	Integration/merger clause	Section 21.4	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. Notwithstanding the foregoing, nothing in any Franchise Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Sections 20.1 and 20.2	At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters, and then to binding arbitration, excluding claims related to injunctive relief, anti-trust, the trademarks, possession of the Franchised Business premises and post-termination obligations. Subject to state law.
v.	Choice of forum	Section 20.3	Litigation takes place in Michigan, subject to applicable state law.
w.	Choice of law	Section 20.3	Michigan law applies, subject to applicable state law.

See the state addenda to this Franchise Disclosure Document and the Franchise Agreement for special state disclosures.

ITEM 18: PUBLIC FIGURES

We do not currently use any public figures to promote our franchise.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

The information in this Item 19 is based on historical results from franchised outlets that were in operation for at least 12 months as of December 31, 2025, along with data from franchisor-owned outlets. This information was prepared using self-reported financial data from franchisees. The financial information is not audited.

For the purposes of this financial representation, "Gross Revenue" includes all revenues and income from any source derived or received by a franchised outlet from, through, by, or on account of the operation of the Franchised Business or resulting from the rights to operate the Franchised Business. Gross Revenue does not include (a) any revenue from customer supply chargebacks (b) any sales tax or similar taxes

collected from customers and turned over to the governmental authority imposing the tax, (c) properly documented refunds to customers, or (d) properly documented promotional discounts (i.e., coupons).

Cost of revenue consists of direct costs related to providing services. These costs include: cleaning wages, cleaning supplies, replacement parts and equipment, laundry expense and miscellaneous direct costs.

Gross margin consists of gross revenue less cost of revenue.

Gross profit percentage consists of gross margin divided by gross revenue.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

There is no assurance that you will do as well as these outlets. If you rely upon our figures, you must accept the risk of not doing as well.

Bases

As of December 31, 2025, there were 44 franchised outlets in the System operated by 33 franchisee entities. Of these, 32 entities had been in operation for at least 12 months as of that date. Of the 32 qualifying entities, 27 reported financial results for the year ending December 31, 2025, representing 34 franchised outlets. Of the 27 reporting entities, 13 had at least $500,000 in annual gross revenue in 2025. Both company-owned outlets also exceeded $500,000 in annual gross revenue. Certain franchisees may appear in multiple categories based on their operational history.

Of the outlets that reported financial data in both 2024 and 2025, ten of eleven achieved higher gross revenue in 2025 than in the prior year, based on comparable reporting periods. Across those eleven outlets, total gross revenue grew from $13,760,572 in 2024 to $18,827,693 in 2025, an increase of 36.8%.

Assumptions

The financial results presented reflect performance from outlets located in multiple states across the country. The market where your franchise would be located may achieve results that are different from where these outlets are located.

The data demonstrates a clear revenue growth trajectory as franchisees mature and build their book of business. Outlets in operation greater than three years generated an average gross revenue of $1,617,213 in 2025, compared to an average of $306,640 for outlets in operation one to three years. Results will vary based on factors including territory, market conditions, franchisee effort, and time in operation.

Section 1 — Corporate-Owned Outlets

The following is a representation of the corporate-owned outlets for the fiscal year ending December 31, 2025:

	Gross Revenue	Cost of Revenue	Gross Margin	Gross Profit %
Lenexa, KS	$4,252,070	$2,360,247	$1,891,822	44%
Livonia, MI	$5,637,143	$3,172,549	$2,464,594	44%

	High	Low	Median	Average	% At or Above Average
Gross Revenue	$5,637,143	$4,252,070	$4,944,607	$4,944,607	N/A
Cost of Revenue	$3,172,549	$2,360,247	$2,766,398	$2,766,398	N/A
Gross Margin	$2,464,594	$1,891,822	$2,178,208	$2,178,208	N/A
Gross Profit %	44%	44%	44%	44%	N/A

Section 2 — All Franchised Outlets

The following is a representation of all franchised outlets that have been in operation at least 12 months as of December 31, 2025. Where 2024 data is available for the same outlet, the prior year gross revenue and year-over-year change are shown for reference.

	Gross Revenue 2025	Cost of Revenue 2025	Gross Margin 2025	Gross Profit % 2025	Gross Revenue 2024	YOY Change
Northwest Charlotte, NC	$1,067,909	$575,681	$492,229	46%	$1,019,238	+5%
Springfield, MO	$1,209,883	$590,565	$619,318	51%	$1,130,737	+7%
SE Kansas City & Columbia, MO	$3,503,014	$1,782,668	$1,720,345	49%	$3,022,235	+16%
Grand Rapids, MI	$1,894,990	$1,129,120	$765,869	40%	$1,425,055	+33%
North Kansas City, MO	$1,338,907	$767,573	$571,334	43%	$889,299	+51%
St. Louis, MO (N, S, E & W) [2]	$2,843,259	$1,644,247	$1,199,012	42%	$1,743,993	+63%
Greensboro, NC	$564,896	$368,455	$196,441	35%	$577,039	-2%
Commerce, MI	$3,820,469	$2,002,388	$1,818,081	48%	$3,183,418	+20%
Raleigh, NC	$208,947	$131,753	$77,194	37%	$84,283	+148%
Frisco, TX	$367,984	$195,119	$172,865	47%	$37,720	+876%
Boulder & Golden, CO	$2,007,435	$1,031,393	$976,042	49%	$647,554	+210%
Southeast Charlotte, NC	$318,305	$155,406	$162,899	51%	N/A	N/A
San Antonio, TX (N & S)	$547,535	$349,156	$198,379	36%	N/A	N/A
Austin, TX (NW, South, Round Rock)	$814,852	$360,323	$454,528	56%	N/A	N/A
Ft. Lauderdale, FL	$104,433	$76,792	$27,641	26%	N/A	N/A
The Woodlands, TX	$578,867	$310,455	$268,412	46%	N/A	N/A
Montgomery County, PA	$324,555	$133,987	$190,569	59%	N/A	N/A

	Gross Revenue 2025	Cost of Revenue 2025	Gross Margin 2025	Gross Profit % 2025	Gross Revenue 2024	YOY Change
Tampa (E & W) & Palm Coast, FL	$637,688	$346,080	$291,608	46%	N/A	N/A
Katy, TX	$292,112	$166,120	$125,993	43%	N/A	N/A
Arlington & Grapevine, TX	$191,375	$95,952	$95,423	50%	N/A	N/A
Waco, TX	$432,106	$208,907	$223,199	52%	N/A	N/A
Alpharetta, GA	$114,652	$41,319	$73,333	64%	N/A	N/A
Columbia, SC	$276,333	$189,532	$86,800	31%	N/A	N/A
Hackensack, NJ	$147,383	$79,318	$68,065	46%	N/A	N/A
Gold Coast, NY	$173,129	$116,448	$56,681	33%	N/A	N/A
Mesa, AZ	$150,823	$135,118	$15,705	10%	N/A	N/A
Marietta, GA	$74,315	$36,673	$37,642	51%	N/A	N/A

[2] St. Louis, MO: 2025 reflects four combined territories reported under one entity. 2024 data reflects two separately reported entities (Yard Work LLC and ERA Ventures II LLC) with combined gross revenue of $1,743,993. The year-over-year change reflects both organic revenue growth and the consolidation of reporting.

	High	Low	Median	Average	% At or Above Average
Gross Revenue	$3,820,469	$74,315	$432,106	$889,117	30%
Cost of Revenue	$2,002,388	$36,673	$208,907	$482,242	30%
Gross Margin	$1,818,081	$15,705	$196,441	$406,874	30%
Gross Profit %	64%	10%	46%	44%	59%

Section 3 — Franchised Outlets in Operation Greater Than Three Years

The following is a representation of franchised outlets that have been in operation greater than 36 months as of December 31, 2025:

	Gross Revenue 2025	Cost of Revenue 2025	Gross Margin 2025	Gross Profit % 2025	Gross Revenue 2024	YOY Change
Northwest Charlotte, NC	$1,067,909	$575,681	$492,229	46%	$1,019,238	+5%
Springfield, MO	$1,209,883	$590,565	$619,318	51%	$1,130,737	+7%

	Gross Revenue 2025	Cost of Revenue 2025	Gross Margin 2025	Gross Profit % 2025	Gross Revenue 2024	YOY Change
SE Kansas City & Columbia, MO	$3,503,014	$1,782,668	$1,720,345	49%	$3,022,235	+16%
Grand Rapids, MI	$1,894,990	$1,129,120	$765,869	40%	$1,425,055	+33%
North Kansas City, MO	$1,338,907	$767,573	$571,334	43%	$889,299	+51%
St. Louis, MO (N, S, E & W) [2]	$2,843,259	$1,644,247	$1,199,012	42%	$1,743,993	+63%
Greensboro, NC	$564,896	$368,455	$196,441	35%	$577,039	-2%
Commerce, MI	$3,820,469	$2,002,388	$1,818,081	48%	$3,183,418	+20%
Raleigh, NC	$208,947	$131,753	$77,194	37%	$84,283	+148%
Frisco, TX	$367,984	$195,119	$172,865	47%	$37,720	+876%
Boulder & Golden, CO	$2,007,435	$1,031,393	$976,042	49%	$647,554	+210%
The Woodlands, TX	$578,867	$310,455	$268,412	46%	N/A	N/A

[2] *See footnote under Section 2 above.*

	High	Low	Median	Average	% At or Above Average
Gross Revenue	$3,820,469	$208,947	$1,274,395	$1,617,213	42%
Cost of Revenue	$2,002,388	$131,753	$679,069	$877,451	42%
Gross Margin	$1,818,081	$77,194	$595,326	$739,762	42%
Gross Profit %	51%	35%	46%	44%	42%

Section 4 — Franchised Outlets in Operation One Year to Three Years

The following is a representation of franchised outlets that have been in operation at least 12 months, but less than 36 months, as of December 31, 2025:

	Gross Revenue	Cost of Revenue	Gross Margin	Gross Profit %
Southeast Charlotte, NC	$318,305	$155,406	$162,899	51%
San Antonio, TX (N & S)	$547,535	$349,156	$198,379	36%
Arlington & Grapevine, TX	$191,375	$95,952	$95,423	50%
Austin, TX (NW, South, Round Rock)	$814,852	$360,323	$454,528	56%
Ft. Lauderdale, FL	$104,433	$76,792	$27,641	26%
Montgomery County, PA	$324,555	$133,987	$190,569	59%

	Gross Revenue	Cost of Revenue	Gross Margin	Gross Profit %
Tampa (E & W) & Palm Coast, FL	$637,688	$346,080	$291,608	46%
Katy, TX	$292,112	$166,120	$125,993	43%
Waco, TX	$432,106	$208,907	$223,199	52%
Alpharetta, GA	$114,652	$41,319	$73,333	64%
Columbia, SC	$276,333	$189,532	$86,800	31%
Hackensack, NJ	$147,383	$79,318	$68,065	46%
Gold Coast, NY	$173,129	$116,448	$56,681	33%
Mesa, AZ	$150,823	$135,118	$15,705	10%
Marietta, GA	$74,315	$36,673	$37,642	51%

	High	Low	Median	Average	% At or Above Average
Gross Revenue	$814,852	$74,315	$276,333	$306,640	40%
Cost of Revenue	$360,323	$36,673	$135,118	$166,075	40%
Gross Margin	$454,528	$15,705	$95,423	$140,564	40%
Gross Profit %	64%	10%	46%	44%	40%

Section 5 — Franchised Outlets with Pre-Existing Revenue

The following is a representation of franchised outlets that purchased existing customer accounts from a corporate-owned franchise location to begin operation:

	Gross Revenue 2025	Cost of Revenue 2025	Gross Margin 2025	Gross Profit % 2025	Gross Revenue 2024	YOY Change
SE Kansas City & Columbia, MO	$3,503,014	$1,782,668	$1,720,345	49%	$3,022,235	+16%
Grand Rapids, MI	$1,894,990	$1,129,120	$765,869	40%	$1,425,055	+33%
North Kansas City, MO	$1,338,907	$767,573	$571,334	43%	$889,299	+51%
St. Louis, MO (N, S, E & W) [2]	$2,843,259	$1,644,247	$1,199,012	42%	$1,743,993	+63%

[2] See footnote under Section 2 above.

	High	Low	Median	Average	% At or Above Average
Gross Revenue	$3,503,014	$1,338,907	$2,369,124	$2,395,042	50%
Cost of Revenue	$1,782,668	$767,573	$1,386,684	$1,330,902	50%
Gross Margin	$1,720,345	$571,334	$982,441	$1,064,140	50%
Gross Profit %	49%	40%	42%	44%	50%

Section 6 — Franchised Outlets with Multiple Territories

The following is a representation of franchised outlets that operate multiple territories:

	Gross Revenue 2025	Cost of Revenue 2025	Gross Margin 2025	Gross Profit % 2025	Gross Revenue 2024	YOY Change
SE Kansas City & Columbia, MO	$3,503,014	$1,782,668	$1,720,345	49%	$3,022,235	+16%
St. Louis, MO (N, S, E & W) [2]	$2,843,259	$1,644,247	$1,199,012	42%	$1,743,993	+63%
Boulder & Golden, CO	$2,007,435	$1,031,393	$976,042	49%	$647,554	+210%
San Antonio, TX (N & S)	$547,535	$349,156	$198,379	36%	N/A	N/A
Austin, TX (NW, South, Round Rock)	$814,852	$360,323	$454,528	56%	N/A	N/A
Tampa (E & W) & Palm Coast, FL	$637,688	$346,080	$291,608	46%	N/A	N/A
Arlington & Grapevine, TX	$191,375	$95,952	$95,423	50%	N/A	N/A

[2] See footnote under Section 2 above.

	High	Low	Median	Average	% At or Above Average
Gross Revenue	$3,503,014	$191,375	$814,852	$1,506,451	43%
Cost of Revenue	$1,782,668	$95,952	$346,080	$758,600	43%
Gross Margin	$1,720,345	$95,423	$454,528	$747,851	43%
Gross Profit %	56%	36%	49%	47%	43%

Section 7 — Revenue Board Status as of December 31, 2025

As described in our Operations Manual, we track franchisee performance through a Revenue Board system that categorizes franchisee entities based on their monthly recurring revenue. The three board levels are:

GREEN BOARD	$40,000 or more in monthly recurring revenue. Quarterly Sales Coach calls
YELLOW BOARD	$20,000 to $39,999 in monthly recurring revenue. Monthly Sales Coach calls
RED BOARD	Under $20,000 in monthly recurring revenue. Weekly Sales Coach calls

The following table shows the Revenue Board status of the 27 franchisee entities that reported financial data, as of December 31, 2025:

GREEN BOARD: $40,000+ Monthly Recurring Revenue
• Commerce, MI
• Southeast Kansas City and Columbia, MO
• St. Louis, MO (North, South, East and West)
• Boulder and Golden, CO
• Grand Rapids, MI
• North Kansas City, MO
• Northwest Charlotte, NC
• Springfield, MO
• Austin, TX (NW, South and Round Rock)
• The Woodlands, TX
• Tampa (East and West) and Palm Coast, FL
• Columbia, SC
• San Antonio, TX (North and South)
• Southeast Charlotte, NC
YELLOW BOARD: $20,000 to $39,999 Monthly Recurring Revenue
• Waco, TX
• Greensboro, NC
• Frisco, TX
• Raleigh, NC
• Montgomery County, PA
• Katy, TX
• Gold Coast, NY
• Arlington and Grapevine, TX
RED BOARD: Under $20,000 Monthly Recurring Revenue
• Hackensack, NJ
• Fort Lauderdale, FL

- Mesa, AZ
- Marietta, GA
- Alpharetta, GA

Note on recurring revenue: The Revenue Board is based on monthly recurring revenue, which consists of contracted monthly cleaning revenue only and excludes non-recurring items such as project revenue, floor care services, carpet care, and product resale. Monthly recurring revenue will therefore be lower than the total gross revenue figures presented in Sections 1 through 6 above, which include all revenue sources. The board status shown above reflects December 2025 recurring revenue only and is not necessarily representative of performance throughout the year.

Of the 27 reporting entities, 14 (52%) were on the Green Board, 8 (30%) were on the Yellow Board, and 5 (18%) were on the Red Board as of December 31, 2025. The five entities on the Red Board each opened between January 2024 and August 2024 and reflect franchisees still in the early ramp-up phase of building their book of business.

Other than the preceding financial performance representation, 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 Len Yakuber 39201 Schoolcraft Road, Suite B12, Livonia, Michigan 48150, (734) 522-1144, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	21	32	+11
	2024	32	45	+13
	2025	45	44	-1
Company – Owned	2023	2	2	0
	2024	2	2	0
	2025	2	2	0
Total Outlets	2023	23	34	+11
	2024	34	47	+13
	2025	47	46	-1

Table No. 2
Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
Florida	2023	0
	2024	2
	2025	0
Texas	2023	0
	2024	2
	2025	0
Total	2023	0
	2024	4
	2025	0

Table No. 3
Status of Franchised Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Arizona	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Colorado	2023	2	0	1	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	1	3	0	0	0	0	4
	2024	4	3	1	0	0	0	6
	2025	6	0	1	0	0	0	5
Georgia	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Michigan	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Missouri	2023	6	1	0	0	0	0	7
	2024	7	1	0	0	0	0	8
	2025	8	0	0	0	0	0	8
New Jersey	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New York	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
	2023	3	1	0	0	0	0	4

North Carolina	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Oregon	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Pennsylvania	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Tennessee	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Texas	2023	5	5	0	0	0	0	10
	2024	10	4	2	0	0	0	12
	2025	12	0	1	0	0	0	11
Utah	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Total	2023	21	12	1	0	0	0	32
	2024	32	18	3	0	0	0	45
	2025	45	1	2	0	0	0	44

Table No. 4
Status of Company Owned* Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Michigan	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Kansas	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Total	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2

* Our company-owned outlets are operated by our affiliate.

Table No. 5

Projected Openings as of December 31, 2025

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
Colorado	0	2	0
Connecticut	1	0	0
Indiana	1	0	0
Iowa	1	0	0
Michigan	2	0	0
Total	5	2	0

Exhibit E lists the location of each Corporate Cleaning Group franchisee in our System.

During our last fiscal year, we had 2 franchisee that had their outlets terminated. Except for these units, no franchisee has canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or has not communicated with us within 10 weeks of the date of this Disclosure Document. 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, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Our audited financial statements for the fiscal years ending December 31, 2025, December 31, 2024, and December 31, 2023 are included in Exhibit C.

Our fiscal year end is December 31st.

ITEM 22: CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in Exhibit B. These include our Franchise Agreement and all attachments to it (Marks, Territory Description, General Release, Statement of Ownership Interests in Franchisee, Internet, Social Media, and Telephone Account Agreement, and Confidentiality and Non-Compete Agreement, and our form of Vacant Territory Consent Agreement).

ITEM 23: RECEIPT

A receipt in duplicate is attached to this Disclosure Document as Exhibit H. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Andrea Lilly,

Corporate Cleaning Group® Franchise Systems LLC, 39201 Schoolcraft Road, Suite B12, Livonia, Michigan 48150.

EXHIBIT A

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 Phone	Secretary of State 99 Washington Avenue Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, 14th Floor Dept 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 (803) 734-2166	Legalinc Corporate Services Inc. 1591 Savannah Highway Suite 201 Charleston, SC 29407
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

FRANCHISE AGREEMENT

CORPORATE CLEANING GROUP® FRANCHISE SYSTEMS LLC
FRANCHISE AGREEMENT

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List of Attachments:

ATTACHMENT 1: TRADEMARKS
ATTACHMENT 2: TERRITORY DESCRIPTION
ATTACHMENT 3: GENERAL RELEASE
ATTACHMENT 4: STATEMENT OF OWNERSHIP INTERESTS IN FRANCHISEE/ENTITY
ATTACHMENT 5: INTERNET ADVERTISING, SOCIAL MEDIA AND TELEPHONE ACCOUNT AGREEMENT
ATTACHMENT 6: CONFIDENTIALITY AND NON-COMPETE AGREEMENT
ATTACHMENT 7: GUARANTY
ATTACHMENT 8: VACANT TERRITORY CONSENT AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is being entered into this day of _____ (the "Effective Date"), by and between Corporate Cleaning Group® Franchise Systems LLC, a Michigan limited liability company, with its principal place of business at 39201 Schoolcraft Road, Suite B12 Livonia, Michigan 48150 (herein "Franchisor"), and _____, a(n) _____, with its principal place of business located at _____, and _____ _____'s principals, _____, an individual, residing at ____ _____, and _____, an individual, residing at _____ ("Principal(s)"). _____ _____ and Principal(s) shall be collectively referred to in this Agreement as the "Franchisee".

RECITATIONS

Through the expenditure of considerable time, effort and money, Franchisor has developed and established a business that provides commercial, industrial, and institutional cleaning and maintenance services using Franchisor's confidential operations manual of business practices and policies (taken together herein the "System").

The System is identified by certain trade names, service marks**,** trademarks, logos, emblems and indicia of origin, including but not limited to the service mark Corporate Cleaning Group, as set forth in Attachment 1, and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated or substituted by Franchisor for use in connection with the System (the "Marks").

Franchisor continues to develop, use, and control the use of such Marks in order to identify for the public the source of services and products marketed under the Marks and the System and to represent the System's high standards of quality, appearance, and service.

Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, service, and appearance, and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth herein, and intending to be legally bound hereby, mutually agree as follows:

1. RECITATIONS. The Recitations set out above form part of this Agreement.

2. GRANT OF FRANCHISE. Franchisor hereby grants to Franchisee and Franchisee accepts, upon the terms and conditions contained in this Agreement, the license to operate a Corporate Cleaning Group franchise that provides comprehensive commercial, industrial, and institutional cleaning and maintenance services (the "Franchised Business"), using only the Marks licensed hereunder, in strict conformity with the System, which may be changed, improved and further developed by Franchisor from time to time. This grant applies only within a territory that is designated in Attachment 2 attached hereto and incorporated herein (the "Territory").

3. TERRITORY

3.1 Territory. This Agreement grants Franchisee the right to operate the Franchise Business within the Territory only. Subject to Section 3.2, Franchisor agrees that during the Term of this Agreement, Franchisor will not, and Franchisor will not permit any other Corporate Cleaning Group franchisees, to operate a Corporate Cleaning Group business in the Territory using the same Marks as licensed to Franchisee in this Agreement so long as Franchisee is not in default under this Agreement or this Agreement has not been terminated. Except as otherwise specified in this Agreement, Franchisor reserves the right to open, operate or franchise Corporate Cleaning Group franchises around, bordering and adjacent to the Territory. Except as set forth in this Agreement, Franchisee is prohibited from serving and soliciting customers outside of the Territory, unless otherwise agreed in writing by the Franchisor, and from alternative methods of distribution as more fully specified herein.

3.2 Reservation of Rights. Franchisee understands and agrees that all rights to any businesses, other than as specified in this Agreement, are fully reserved to Franchisor within or outside of the Territory. By way of example only, Franchisor reserves the rights to offer (i) other services and products not offered under the Marks, (ii) other commercial, industrial, and institutional cleaning and maintenance concepts or products under the Marks or other trademarks, and (iii) products or services through other channels of distribution in the Territory including, but not limited to, co-branding with other commercial, industrial, and institutional cleaning and maintenance services businesses, and products offered through retail stores, the Internet or direct marketing ("Alternate Channels of Distribution"). Franchisee acknowledges and agrees that it will receive no compensation or other consideration for Franchisor's sales through Alternate Distribution Channels made within the Territory, and such sales shall not constitute a breach of any territorial rights granted herein. Franchisee agrees that such implementation of Franchisor's rights pursuant to this Section 3.2 is deemed not to impair or injure Franchisee's rights pursuant to Section 2 hereof.

3.3 Vacant Territory Consent; Zip Code Purchase Trigger. Franchisor may, in its sole discretion, permit Franchisee to accept customers or provide services in areas that are not then assigned to Franchisee, to another Corporate Cleaning Group franchisee, or to Franchisor (a "Vacant Territory"), pursuant to a separate, written Vacant Territory Consent Agreement between Franchisor and Franchisee in the form then prescribed by Franchisor. Any such consent (a) is non-exclusive, (b) is revocable by Franchisor at any time in its sole discretion, and (c) does not grant Franchisee any ownership, exclusivity, or territorial rights in or to the Vacant Territory. If, at any time during the term of a Vacant Territory Consent Agreement, Franchisee has three (3) or more active recurring service accounts located within a single five-digit zip code in the Vacant Territory, Franchisor may, in its sole discretion and upon written notice to Franchisee, require Franchisee to purchase that zip code within sixty (60) days after such notice. The purchase price for the zip code shall be equal to (A) Franchisor's then-current initial franchise fee (as set forth in Franchisor's then-current Franchise Disclosure Document), divided by four hundred (400) (the number of target niche business prospects included in Franchisor's standard-size territory), multiplied

by (B) the number of target niche business prospects located within the zip code (as reasonably determined by Franchisor using the same methodology and sources used to size Franchisor's standard-size territories). If Franchisee does not complete the purchase within the sixty (60) day period, Franchisor may revoke the Vacant Territory Consent Agreement as to that zip code, and Franchisee shall wind down its operations in that zip code in accordance with the twenty-four (24) month customer transition provisions set forth in the Vacant Territory Consent Agreement. For the avoidance of doubt, the purchase of a zip code under this Section 3.3 shall be treated as the grant of additional territory under a separate franchise agreement then offered by Franchisor in its then-current form.

4. TERM. Unless terminated earlier in accordance with the terms set forth in this Agreement, this Agreement and the Franchise granted hereunder shall commence upon the Effective Date set forth above and terminate on the date that is ten (10) years following the Opening Date, as defined in Section 8 hereof (the "Term").

5. SUCCESSOR OPTIONS. Subject to the terms and conditions of this Agreement, Franchisee shall have the right, following the expiration of the Term hereof, to enter into a new franchise agreement and other agreements then customarily employed by Franchisor and in the form then generally being offered to prospective franchisees in the state in which the Territory is located (the "Successor Franchise Agreement") for two (2) additional terms of five (5) years. The term of each such Successor Franchise Agreement shall commence upon the date of expiration of the immediately preceding term. Franchisee shall be charged a successor fee that is Five Thousand Dollars ($5,000) ("Successor Fee").

5.1 Form and Manner of Successor Agreement. If Franchisee desires to exercise Franchisee's option to enter into a Successor Franchise Agreement, it shall be done in the following manner:

5.1.1 Not less than six (6) months prior to the expiration of the Term of this Agreement, Franchisee shall request from Franchisor in writing, a copy of Franchisor's then current Disclosure Document (including Franchisor's then current franchise agreement).

5.1.2 Franchisee must execute and return to Franchisor all required documents, including any and all ancillary documents, within sixty (60) days after receipt by Franchisee of a copy of Franchisor's then current Disclosure Document.

5.1.3 The Successor Franchise Agreement shall supersede this Agreement in all respects, and Franchisee understands and acknowledges that the terms of such new agreement may differ from the terms of this Agreement, including, without limitation, higher or lower royalty and other fees.

5.1.4 If Franchisee fails to perform any of the acts, or deliver any of the notices required pursuant to this Section 5.1 in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise Franchisee's option to enter into the Successor Franchise Agreement, and such failure shall cause Franchisee's right

and option to automatically lapse and expire, without further notice by Franchisor.

5.1.5 Franchisee acknowledges that the initial Term of this Agreement provides Franchisee more than a sufficient opportunity to recoup Franchisee's investment in the Franchise, as well as a reasonable return on such investment.

5.2 Conditions of Successor Franchise Agreement. Franchisee's right to enter into a Successor Franchise Agreement is conditioned upon the following:

5.2.1 Franchisee shall be in full compliance with this Agreement and shall have materially performed Franchisee's obligations under this Agreement, Franchisor's operations manual ("Manual") and under all other agreements that may be in effect between Franchisee and Franchisor, including but not limited to all monetary obligations.

5.2.2 Franchisee shall not have committed five (5) or more events constituting default during the then current Term of this Agreement, whether or not such defaults were cured.

5.2.3 Franchisee will have completed any required training to Franchisor's reasonable satisfaction.

5.2.4 Franchisee must have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates under this Agreement and any other agreement between Franchisee and any of its affiliates and Franchisor or any of its affiliates and must have timely met those obligations throughout the terms of those agreements.

5.2.5 Franchisee shall execute, and shall cause all of its owners, officers, directors and affiliates to execute, a general release of all claims Franchisee may have against Corporate Cleaning Group® Franchise Systems LLC, its parent, subsidiaries and affiliates, its officers, directors, shareholders, agents, and employees, whether in their corporate and/or individual capacities, in the form attached hereto as Attachment 3. This release will include all claims arising under any federal, state, or local law, rule, or ordinance, except for those claims that cannot be released under applicable law. The release requirement is a material condition of renewal and Franchisee acknowledges that Franchisor would not offer a successor franchise agreement without such release.

5.2.6 Franchisee shall also, at Franchisor's request, repair, upgrade, or replace the equipment, technology systems, and other Franchised Business assets as necessary to meet Franchisor's then-current standards and specifications in effect at the time of renewal.

5.2.7 no later than thirty (30) days prior to the expiration of the current term Franchisee shall pay the required Successor Fee and sign the Successor Franchise Agreement.

5.3 Notice Required by Law. If applicable law requires Franchisor to give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a month-to-month basis until Franchisor has given the notice required by such applicable law. If Franchisor is not offering new Corporate Cleaning Group franchises, is in the process of revising, amending or renewing Franchisor's form of franchise agreement or disclosure document, or Franchisor is not lawfully able to offer Franchisee the then-current form of Successor Franchise Agreement at the time Franchisee advises Franchisor pursuant to Paragraph 5.2 hereof that Franchisee desires to enter into a successor agreement, Franchisor may, in Franchisor's sole discretion, (i) offer to enter into a successor franchise agreement to this Agreement upon the same terms set forth herein for the appropriate successor term or (ii) offer to extend the Term hereof on a month-to-month basis following the expiration of the Term for as long as Franchisor deems necessary or appropriate so that Franchisor may lawfully offer the then current form of Successor Franchise Agreement. Any timeframes specified in this Paragraph 5 shall be inclusive of any state mandated notice periods.

5.4 Additional Reservation of Rights. Notwithstanding anything herein to the contrary, Franchisor reserves the right not to enter into a successor franchise agreement with this Franchise as a result of a decision to withdraw from the Territory in which Franchisee's Franchised Business is located.

6. FEES

6.1 Initial Franchise and Royalty Fees. As part of the consideration for the right to operate the Franchise granted herein, Franchisee shall pay to Franchisor the following fees:

6.1.1 Initial Franchise Fee. Franchisee acknowledges and agrees that the grant of this Franchise and the rights and obligations of the parties under this Agreement constitute the sole and only consideration for the initial franchise fee (the "Initial Fee"), which shall be determined as follows: (a) For the first franchise agreement entered into between Franchisee and Franchisor, the Initial Fee shall be Fifty-Nine Thousand Five Hundred Dollars ($59,500.00); (b) For the second franchise agreement entered into between Franchisee and Franchisor, the Initial Fee shall be Fifty Thousand Five Hundred Dollars ($50,500.00); and (c) For the third and any subsequent franchise agreement entered into between Franchisee and Franchisor, the Initial Fee shall be Forty-Five Thousand Five Hundred Dollars ($45,500.00). **The Initial Fee is fully earned at the time this Franchise Agreement is signed and is not refundable under any circumstances.** Franchisee shall pay the full amount of the Initial Fee to Franchisor upon Franchisee's execution of this Agreement.

If Franchisee qualifies under Franchisor's then-current veteran incentive program, and provides appropriate documentation (such as a DD214 or other acceptable military documentation), Franchisor may apply a 15% discount off the Initial

Franchise Fee for the first Franchise Agreement. This discount does not apply to renewal agreements, subsequent franchise agreements, or any other fees

6.1.2 Minimum Royalty Fee. Franchisee agrees to pay Franchisor, throughout the Term, a royalty fee equal to the greater of five and one half percent (5.5%) of the Gross Revenue, as hereinafter defined, realized from the Franchised Business and from any other revenues received using Franchisor's methods, operations and/or trade secrets or the Minimum Royalty Fee as set forth in the chart below (the "Royalty Fee"). The Minimum Royalty Fee is as follows:

Months of Operation	Minimum Royalty Fee per Unit
Months 0-6	$0
Months 7-12	$550
Months 13-24	$1,000
Months 25+	$2,000

("Minimum Royalty Fee")

6.1.3 Gross Revenue Reports. Franchisee shall, as requested by Franchisor on or before the third (3rd) day of each calendar month, furnish Franchisor with a report showing Franchisee's Gross Revenue at or from the Franchised Business and/or made pursuant to the rights granted hereunder during the immediately prior calendar month (the "Gross Revenue Report"). The Gross Revenue Report shall be in such form and shall contain such information as Franchisor may from time to time prescribe. At Franchisor's discretion, Franchisee shall submit the Gross Revenue Report by an electronic transfer of data via the computer information systems ("Computer System") that Franchisor requires Franchisee to use in the operation of the Franchised Business. The term "Gross Revenue" includes all revenues, income, and consideration of any kind or nature, whether direct or indirect, from any source as a result of the operation of the Franchised Business or from Franchisee's rights to operate the Franchised Business. This includes, but is not limited to, any and all other revenues received using Franchisor's methods, operations, and/or trade secrets whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise. Gross Revenue does not include (a) any revenue from customer supply chargebacks, (b) any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (c) properly documented refunds to customers, or (d) properly documented promotional discounts (i.e., coupons). If Franchisee fails to timely report Gross Revenue for any month, Franchisor will collect 120% of the last Continuing Royalty Fee collected as an estimated fee. Once Franchisee submits the required Gross Revenue report, Franchisor will reconcile the estimated fee with the actual fee due based on reported Gross Revenue, with any excess paid by Franchisee being credited to future royalty payments and any deficiency being

immediately due and payable by Franchisee, plus applicable interest and late fees. Franchisee is required to set up authorization at Franchisee's bank to allow Franchisor to electronically transfer funds from Franchisee's bank account to Franchisor's bank account. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds.

6.1.4 Method of Payment. Currently, Franchisor typically initiates payment of the Royalty Fee, Local Marketing Fee, and the Brand Fund Contribution automatically on the tenth (10^{th}) day of each calendar month; however, Franchisor reserves the right to change the method of payment to require that Franchisee, together with the submission of the Gross Revenue Report, pay Franchisor the Royalty Fee, Local Marketing Fee, and the Brand Fund Contribution, as defined and more particularly described in Article 13, then due. At Franchisor's request, Franchisee must execute documents that allow Franchisor to automatically take the Royalty Fee, Local Marketing Fee, and Brand Fund Contribution due as well as other sums due Franchisor, from business bank accounts via electronic funds transfers. Franchisee's failure to allow electronic funds transfers on an ongoing basis is a material breach of this Agreement.

6.2 Late Fee. If the Royalty Fee, Local Advertising Contribution, other fee due and payable to Franchisor or any Gross Revenue Reports are not received by Franchisor as required by this Agreement, Franchisee shall pay to Franchisor, in addition to the overdue amount, a late fee of Twenty-Five Dollars ($25) per day. This late fee is reasonably related to Franchisor's costs resulting from the delay in payment and/or receipt of any report, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement for Franchisee's failure to pay the Royalty Fee, Local Advertising Contribution, the Brand Fund Contribution, and/or submit Gross Revenue Reports in accordance with the terms of this Agreement.

6.3 Interest. Any and all amounts that shall become due and owing from Franchisee to Franchisor under the terms hereof shall bear interest from the date due until paid at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less.

6.4 Non-Sufficient Funds Fee. In the event any of Franchisee's checks are returned, or an electronic funds transfer from Franchisee's bank account is denied, for insufficient funds, Franchisee shall pay Franchisor, in addition to the amount due, a non-sufficient funds fee of Seventy-Five Dollars ($75.00) per occurrence. This non-sufficient fund fee is reasonably related to Franchisor's costs resulting from the delayed and declined payment, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement.

6.5 Taxes. If any sales, excise, use or privilege tax is imposed or levied by any government or governmental agency on Franchisor for any Royalty Fee, Brand Fund Contribution or other fees due and payable to Franchisor under this Agreement, Franchisee shall pay Franchisor a sum equal to the amount of such tax.

6.6 Website Fee. In exchange for providing Franchisee with an individual location page on

Franchisor's main corporate website and a Micro Site with a separate URL/web address that is customized for Franchisee's territory, Franchisee shall pay Franchisor a one-time fee equal to $1,200. This fee will be due and payable upon execution of this Agreement.

6.7 Technology Fee. Franchisee agrees to pay Franchisor, throughout the term of the Agreement, a technology fee for access to technology required for the operation of the Franchised Business ("Technology Fee"). The Technology Fee covers Franchisor's costs associated with providing technology services and software licenses to Franchisee, which currently includes, but is not limited to, Team Software, Microsoft Business 365, Microsoft Exchange Online, Learning Zen, Clarity Communications VoIP, and Sage Intacct Software. Franchisee acknowledges that Franchisor may modify, add, or remove technology services and software at any time in its sole discretion. The Technology Fee shall be paid monthly and will vary based on (i) the number of users Franchisee requires for the various technology services and software, and (ii) Franchisor's actual costs charged by third-party technology and software providers. Franchisor may increase the Technology Fee upon thirty (30) days written notice to Franchisee to reflect changes in costs, services, or number of users.

6.8 Non-Compliance Fee. In the event Franchisee is, at any time during the term of this Agreement, found to not be in compliance with the terms hereof, Franchisee agrees to pay Franchisor a weekly fee of one hundred dollars ($100) per infraction. If Franchisee's non-compliance is monetary in nature, Franchisor reserves the right to notify Franchisee's credit union or other banking institution that issued a loan or line of credit for the Franchised Business of Franchisee's failure to comply with this Agreement. Franchisee agrees that such fee and banking notification is in addition to any other rights or remedies Franchisor may have under this Agreement or at law.

Franchisor reserves the right to grant Franchisee the opportunity to cure the non-compliance prior to imposing the Non-Compliance Fee. Franchisor has the right to require any form of verification to determine non-compliance, with or without cause, including but not limited to documentation, photos, video tours, etc. and that Franchisee shall be required to furnish such verification within seventy-two (72) hours of Franchisor's request. Franchisor has the right to make personal visits without notice to the Franchised Business.

6.9 Audit Costs. If an audit or inspection of the Franchised Business reveals that Franchisee has understated Gross Revenue by two percent (2%) or more, Franchisee shall pay to Franchisor the cost of the audit, including any professional fees incurred, plus interest on the understated amount at the rate of 1.5% per month (or the maximum allowed by law, whichever is less), from the date originally due until paid in full. This payment shall be due within fifteen (15) days of notice. The rights granted under this Section are in addition to, and not in lieu of, Franchisor's other rights under this Agreement, including default and termination provisions

7. TRAINING

7.1 Initial Operations & Sales Training Program. Franchisee shall attend and complete to Franchisor's sole and absolute satisfaction, Franchisor's Initial Operations & Sales Training Program ("Initial Operations & Sales Training Program") prior to the opening of the Franchised Business. The Initial Operations & Sales Training Program includes (i) up to three (3) days of operations training conducted at Franchisor's headquarters in Livonia, Michigan or at another location designated by Franchisor, and (ii) up to two (2) days of in-personal sales training at the office of Franchisor's affiliate located in Lenexa, Kansas. Portions of the Program may also be delivered virtually, at Franchisor's discretion. Topics and structure of the Initial Operations & Sales Training Program are described in the Operations Manual and in the Franchise Disclosure Document. Franchisor reserves the right to adjust the format, duration, and location of the program at its sole discretion.

There is no charge for the operations training component; however, Franchisee shall be responsible for all related expenses, including travel, lodging, most meals, and wages.

Franchisee must at all times during the term of this Agreement have at least one Principal who has successfully completed the Initial Operations & Sales Training Program to Franchisor's sole and complete satisfaction. If additional or repeat training is requested by Franchisee or required by Franchisor, Franchisee shall pay a fee of two hundred fifty dollars ($250.00) per person per day due prior to the commencement of such training. Franchisee shall also be responsible for the travel, lodging, and meals of Franchisor's trainers providing such training.

7.2 Satisfactory Completion. Franchisor shall determine, in Franchisor's sole discretion, whether the Initial Trainees have satisfactorily completed the Initial Operations & Sales Training Program. If the Initial Operations & Sales Training Program is not satisfactorily completed by the Initial Trainees, or if Franchisor, in Franchisor's reasonable business judgment based upon the performance of the Initial Trainees, determines that the Initial Operations & Sales Training Program cannot be satisfactorily completed by Franchisee or a Principal, Franchisor may terminate this Agreement.

7.3 Field Training. Upon Franchisee's reasonable request or as Franchisor shall deem appropriate, Franchisor shall, during the term hereof, subject to the availability of personnel, provide Franchisee with additional trained representatives who shall provide phone or screen-share training and assistance to Franchisee's personnel. For any additional on-site training and assistance within the Territory, Franchisee shall pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, and meals.

7.4 Counseling and Assistance. In addition to visits by Franchisor's field representatives, as Franchisor deems appropriate, Franchisor shall, within reasonable limits and subject to the availability of Franchisor's personnel, upon Franchisee's request and at a reasonable cost, unless such assistance is provided in Territory pursuant to Section 7.3, furnish consultation and assistance to Franchisee, either in person or by telephone, video conference, electronic mail or postal service, as determined by Franchisor, in Franchisor's sole

discretion, with respect to the operation of the Franchised Business, including consultation and advice regarding employee training, marketing, operation issues, bookkeeping and System improvements.

7.5 Annual Conference. Franchisor may, at its discretion, hold an annual conference at a location to be selected by Franchisor (the "Annual Conference"). Franchisor will determine the topics and agenda for such conference to serve the purpose among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and Franchisor's personnel regarding Corporate Cleaning Group Business operations and programs, and recognizing franchisees for their achievements. Franchisor requires at least one (1) of Franchisee's Principals attend the Annual Conference, for a duration designated by Franchisor, and to pay Franchisor's then-current registration fee, if it chooses to charge a registration fee in its sole discretion, at least ninety (90) days prior to the Annual Conference. Franchisee may bring additional attendees to the Annual Conference in exchange for paying Franchisor's then-current registration fee for additional attendees, which must also be paid at least ninety (90) days prior to the Annual Conference. All expenses, including Franchisee's and Franchisee's employees' transportation to and from the Annual Conference, lodging, meals, and salaries during the Annual Conference, are Franchisee's sole responsibility. Franchisor may use Brand Fund Contributions for purposes related to the Annual Conference, including costs related to productions, programs, and materials. Franchisee must pay Franchisor's then-current registration fee for the Annual Conference regardless of attendance. Non-attendance at the Annual Conference does not relieve Franchisee of this payment obligation.

7.6 Additional or Supplemental Training. Franchisor may, at its discretion, provide additional or supplemental training to Franchisee outside of the Initial Operations & Sales Training Program, Field Training, or Annual Conference. In such instances, Franchisor reserves the right to charge Franchisee its then current additional training fee, which is currently Two Hundred Fifty Dollars ($250) per trainee per day. Franchisee shall be responsible for all associated costs, including but not limited to travel, lodging, and meals for the trainees.

8. FRANCHISED BUSINESS SITE REQUIREMENTS

8.1 Site Selection

8.1.1 Franchisee may commence operation of the Franchised Business from a home-based office.

8.1.2. In the event Franchisee desires to establish an office in a commercial space, Franchisee assumes all cost, liability, expense and responsibility for obtaining and developing a location for the Franchised Business within the Territory. Franchisee shall hold Franchisor harmless with respect to Franchisee's selection of the site for the Franchisee's Franchised Business. Franchisor shall review the lease for Franchisor required terms only. Franchisor does not guarantee the success of any location.

8.1.3. After a location for the Franchised Business is consented to by Franchisor and acquired by Franchisee pursuant to this Agreement, the location shall be set forth on Attachment 2 of this Agreement, which location and attachment shall be incorporated herein and made a part hereof. Franchisor will approve the proposed location within thirty (30) days. If both parties cannot agree on a location within thirty (30) days, it will be considered an event of default under the Franchise Agreement.

8.2 Time to Open. Franchisee acknowledges that time is of the essence in this Agreement. Upon Franchisee's compliance with the conditions stated below, Franchisee shall open the Franchised Business, which shall be defined herein as the "Opening Date". Prior to the Opening Date, Franchisee shall (i) satisfactorily complete Franchisor's Initial Operations & Sales Training Program, as further set forth in Article 7, (ii) hire and train staff, if required, (iii) obtain all required licenses to operate the Franchised Business, and (iv) obtain all equipment Franchisor requires, including but not limited to, computer systems, software, applications in accordance with Franchisor's standards. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from opening for business. Franchisee's failure to open the Franchised Business and commence business (i) in accordance with the foregoing and (ii) within sixty (60) days following the date of this Agreement, unless otherwise extended by Franchisor, shall be deemed a material event of default under this Agreement.

8.3 No Relocation. Franchisee's rights to operate the Franchised Business shall be limited to the Territory set forth in Attachment 2, and no other. Franchisee shall not relocate the office of the Franchised Business to commercial premises at any time without Franchisor's written approval, which approval shall be granted only in the sole and complete discretion of Franchisor, and if permitted, shall be at Franchisee's sole expense. In the event such permission is granted, (i) Franchisee shall remove any signs or other property from the original Franchised Business office which identified the original Franchise Business office as part of the System and (ii) the parties shall amend Attachment 2 to reflect the address of the new Franchised Business office location.

9. MAINTENANCE AND IMPROVEMENT OF THE FRANCHISED BUSINESS AND SYSTEM

9.1 Maintenance of Franchised Business Assets. Franchisee shall maintain the Franchised Business office location, all required Franchised Business equipment, the Computer System, and all hardware, software and related accessories to the standards of quality, repair and condition required by Franchisor, which standards are specified in the Manual and other written directives, standards and specifications. Franchisee, at Franchisee's expense, shall make such alterations, repairs, refurbishing and replacements as may be required to comply with Franchisor's standards, including, without limitation, periodic repairs or replacement of worn or impaired equipment, and computer hardware, software and accessories, as Franchisor may direct.

9.2 Equipment and Technology Updates. Franchisee shall make any and all upgrades to equipment, including but not limited to, the Computer System, telecommunications

hardware and software, payment processing systems, and any technology used in conjunction therewith, as Franchisor requires in its sole and absolute discretion.

9.3 System Services. From time to time, Franchisor, in Franchisor's sole discretion, may modify or add to the commercial, industrial, and institutional cleaning and maintenance services options offered by Corporate Cleaning Group. Upon written notice by Franchisor, Franchisee shall incorporate all modifications and additions to the services offered by Franchised Business, and Franchisee shall (i) purchase, or otherwise obtain access to, all necessary equipment, software, applications and/or supplies to perform such modified or additional services and (ii) attend any advanced training, in accordance with Section 7.4 hereof, as Franchisor may direct.

9.4 Trade Dress Modifications.

9.4.1 Franchisee is aware that to maintain and improve the image and reputation of the System, Franchisor, in its sole and absolute discretion, may change and modify identifying elements of the System, including but not limited to, the adoption and use of new or modified color schemes, tag lines, logos or marks (collectively, "Trade Dress Modifications").

9.4.2 Franchisee shall, at Franchisee's sole expense, modify identifying elements of the Franchised Business, as required by Franchisor to conform to Trade Dress Modifications. Franchisee, upon notice by Franchisor and in accordance with Section 14.6 hereof, shall immediately discontinue the use of any Mark that is no longer desirable or available to Franchisor and substitute a different Mark or Marks as Franchisor directs.

9.4.3 Franchisee will accept, use and display any such Trade Dress Modifications as if they were a part of this Franchise Agreement at the time of execution hereof.

9.5 No Liability/Waiver of Claims. Franchisor shall not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any of the additions or modifications, including Trade Dress Modifications, required by this Article 9. Franchisee hereby covenants not to commence or join in any litigation or other proceeding against Franchisor or any third party, complaining of any such or seeking expenses, losses or damages caused thereby. Further, Franchisee expressly waives any claims, demands or damages arising from or related to the additions and modifications contemplated by this Article 9, including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

9.6 Franchisee Advisory Council. Franchisor reserves the right to create (and if created, the right to change or dissolve) a franchisee advisory council as a formal means for System franchisees to communicate ideas. In the event a franchisee advisory council is created, Franchisor may invite Franchisee to participate in council-related activities and meetings,

which invitation may be based on a franchisee's level of success, superior performance and profitability.

10 FRANCHISOR'S OBLIGATIONS

Franchisor and/or its designated representative will provide the services described below:

10.1 Territory and Site Determination. Designate the boundaries of Franchisee's Territory, by description and/or mapped boundaries, and set forth same in Attachment 2 attached hereto and incorporated herein. Franchisor shall also approve a commercial site of the Franchised Business office location in accordance with Section 8.3, if applicable.

10.2 Manual. Provide Franchisee access to the Confidential Operations Manual and such other manuals and written materials as Franchisor may hereafter develop for use by franchisees, as the same may be revised by Franchisor from time to time. Such documents may be provided electronically or via the Internet, at Franchisor's sole and absolute discretion.

10.3 Pre-Opening Requirements. Provide Franchisee with a written list of equipment, fixtures, furnishings, signage, supplies, and products that will be required and/or recommended to open the Franchised Business for business.

10.4 Advertising Materials. Provide samples or digital artwork of certain advertising and promotional materials and information developed by Franchisor from time to time for use by Franchisee in marketing and conducting local advertising for the Franchised Business.

10.5 List of Suppliers. Make available from time to time, and amend as deemed appropriate by Franchisor, a list of approved and/or recommended suppliers of products and services for System franchisees. This list will be included in the operations manual.

10.6 Training. The training programs specified in Article 7 herein.

10.7 On-Going Assistance. Post-opening assistance in accordance with the provisions of Article 7.

10.8 Brand Fund. Administer a Brand Fund in accordance with Section 13.3.

10.9 Pricing Guidelines. Subject to applicable law, Franchisor may, from time to time, recommend minimum and maximum prices for the services and products offered by the Franchised Business. These recommendations are intended to maintain a consistent brand image and competitive market positioning. Franchisee retains the right to provide the Franchised Business services and products at any price that Franchisee determines, provided such prices fall within the parameters set forth by Franchisor. Franchisee acknowledges that adherence to these parameters is crucial for maintaining the integrity and uniformity of the System. Franchisor's suggested prices are not a representation,

warranty, or guarantee that such prices will enhance Franchisee's sales or profit. Franchisee assumes full responsibility for determining the prices at which its services and products are offered to customers, while considering market conditions and competitive dynamics.

11 FRANCHISEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Best Efforts. Franchisee, including each of Franchisee's Principals, covenants and agrees that he or she shall make all commercially reasonable efforts to operate the Franchised Business so as to achieve optimum sales.

11.2 Corporate Representations. If Franchisee is a corporation, partnership, limited liability company, or other legal entity, Franchisee and each Principal represent, warrant and covenant that:

11.2.1 Franchisee is duly organized and validly existing under the state law of its formation;

11.2.2 Franchisee is duly qualified and is authorized to do business in the jurisdiction of the Franchised Business location and the Territory;

11.2.3 Franchisee's organizational documents shall at all times provide that the activities of Franchisee are confined exclusively to the operation of the Franchise granted herein, unless otherwise consented to in writing by Franchisor, which consent may be withheld by Franchisor in Franchisor's sole discretion;

11.2.4 The execution of this Agreement and the consummation of the transactions contemplated hereby are within Franchisee's power and have been duly authorized by Franchisee;

11.2.5 Any financial statements and tax returns provided to Franchisor shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of the statements or returns, whether accrued, unliquidated, absolute, contingent or otherwise, that are not reflected as liabilities; and

11.3 Personal Supervision.

11.3.1 Franchisee shall personally run the day to day operations of the Franchised Business. Franchisee may not appoint a non-owner manager of the Franchised Business without Franchisor's prior written approval, which may be withheld in Franchisor's sole discretion. Upon approval, any manager must successfully complete Franchisor's Initial Operations & Sales Training Program and all other training

courses required by Franchisor prior to assuming management responsibilities. Franchisee shall ensure that its agents, employees and all third-party business affiliates observe and adhere to all applicable terms, conditions and restrictions contained in this Agreement and in the Manual; including but not limited to quality and service standards, confidentiality, works made for hire, non-compete and the agreement to return all Franchisor proprietary and confidential information. Any breach of a term or condition contained in this Agreement by an agent, employee or third party working for Franchisee shall be deemed to be the same as a direct breach by Franchisee and its Principals; and Franchisor shall have all the same rights and remedies as if the breach occurred through the direct acts or omissions of the Franchisee and/or its named Principals. Franchisee's agents, employees and third-party business affiliates shall further:

(i) Meet all Franchisor's standards and criteria for such individual(s), as set forth in the Manual.

(ii) Execute a confidentiality and non-compete agreement in a form substantially similar to Attachment 6.

(iii) Satisfy the training requirements set forth in Article 7, including completion of the Initial Operations & Sales Training Program, if required by Franchisor. Franchisee shall pay Franchisor the then-current fee for attendance at the Initial Operations & Sales Training Program and shall pay all other costs to attend Operations & Sales training, including transportation, lodging, and meals.

11.3.2 Franchisee shall promptly notify Franchisor when any employee, agent or third-party affiliate previously granted access to Franchisor's proprietary or confidential information ceases to be employed or affiliated with Franchisee, so that any and all access rights to Franchisor proprietary or confidential information may be terminated and all such materials returned to Franchisor. Any failure by Franchisee to comply with the requirements of this Section shall be deemed a material event of default under this Agreement.

11.4 Legal Compliance. Franchisee shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business. Such laws, rules and regulations shall include, without limitation, licenses to do business, fictitious name registrations, sales and other tax permits, any permits, certificates or licenses required by any industry regulatory agency or association and any other requirement, rule, law or regulation of any federal, state or local jurisdiction.

11.5 Claims and Potential Claims. Franchisee shall notify Franchisor in writing within three (3) days of any incident or injury that could lead to, or the actual 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 in any way relating to or affecting the operation or financial condition of the Franchised Business.

Any and all media inquiries concerning the Franchised Business, including, but not limited to, the business operation and incidents and occurrences related to a customer or employee, shall be referred to Franchisor. Neither Franchisee, Franchisee's employees nor anyone on Franchisee's behalf may comment to any broadcast medium, except as directed by Franchisor.

11.6 Assignment of Numbers and Listings. Franchisee shall execute such forms and documents included in Attachment 5 to appoint Franchisor its true and lawful attorney-in-fact, with full power and authority, for the sole purpose of assigning to Franchisor, Franchisee's telephone numbers, listings, and passwords and administrator rights for all email and social media accounts used or created by Franchisee. Upon the expiration or termination of this Agreement, Franchisor may exercise its authority, pursuant to such documents, to obtain any and all of Franchisee's rights to the telephone numbers of the Franchised Business and all related telephone directory listings and other business listings, and all Internet listings, domain names, Internet advertising, websites, listings with search engines, electronic mail addresses, social media, or any other similar listing or usages related to the Franchised Business.

11.7 Access to Tax Filings. Upon Franchisor's reasonable request, Franchisee shall execute such forms and documents as Franchisor deems necessary, to appoint Franchisor its true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by Franchisee with any state or federal taxing authority.

11.8 Continuing Obligation. Franchisee and each Principal acknowledge and agree that the representations, warranties and covenants set forth in this Article 11 are continuing obligations of Franchisee and each Principal, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. Franchisee and each Principal shall cooperate with Franchisor in any efforts made by Franchisor to verify compliance with such representations, warranties and covenants.

12 FRANCHISEE'S OPERATIONS

12.1 Operation of Franchised Business. In order to maintain the highest degree of quality and service on a uniform System-wide basis, Franchisee shall operate the Franchised Business in conformity with the methods, standards and specifications prescribed by Franchisor. Franchisee agrees to comply with the Manual, as it is modified from time to time, and all directives, rules and procedures specified by Franchisor, and will, among other things:

12.1.1 Procure the necessary licenses or permits to allow the operation of the Franchised Business and otherwise comply with all applicable governmental laws, ordinances, rules and regulations;

12.1.2 Conduct sales and service of customers using Franchisor's format, methods, forms, reports and software and otherwise in accordance with Franchisor's standards and specifications;

12.1.3 Employ sufficient employees as prescribed by Franchisor to operate the Franchised Business at its maximum capacity and efficiency as required by Franchisor;

12.1.4 Employ only qualified individuals, in accordance with Section 12.5 below, who are trained and licensed as required by Franchisor and who will at all times conduct themselves in a competent and courteous manner in accordance with this Agreement and the image and reputation of the System. Franchisee shall require Franchisee's employees to wear clothing conforming to Franchisor's specifications as to style, color, and design as Franchisor may from time to time reasonably designate so as to maintain the goodwill and reputation of Franchisor, the System and the Marks. Franchisee acknowledges and agrees that poorly trained employees, sloppy or unclean appearances and incompetent or discourteous service are extremely damaging to the goodwill of the System and the Marks and are a material default of this Agreement;

12.1.5 Permit Franchisor or its agents, to inspect the Franchised Business and any services, products or equipment, through service call attendance or otherwise, to determine whether they meet Franchisor's then-current standards, specifications and requirements. In addition to any other remedies Franchisor may have, Franchisee shall reimburse Franchisor for Franchisor's inspection costs of any product or service that does not conform to the System standards and specifications;

12.1.6 Maintain in good working order, cleanliness and appearance in the Franchised Business. Franchisor reserves the right to set specifications and standards of condition, age and branding, as set forth in the Manual used in the Franchised Business.

12.1.7 Prominently display identifying elements of the System of such nature, form, color, number, location and size, and containing such material, as Franchisor may from time to time reasonably direct or approve in writing; and to refrain from using any sign, advertising media or identifying element of any kind to which Franchisor reasonably objects, including signs and advertising media which have been outdated. Upon giving Franchisee notice of its objection to same or upon termination hereof, Franchisor may at any time enter upon the Franchised Business office location or elsewhere and remove any objectionable or non-approved sign, advertising media or identifying element and keep or destroy same without paying therefor or without being deemed guilty of trespass or any other tort;

12.1.8 Conduct all advertising programs in a manner consistent with Franchisor's standards and specifications, in a manner satisfactory to Franchisor and that will not detract from the reputation of the System or the Marks.

12.2. Bookkeeping and Reports.

12.2.1. Franchisee agrees to keep and maintain complete and accurate books and records of its transactions and business operations using the accounting procedures specified by Franchisor. Franchisee agrees to purchase or lease the computer systems specified in Section 12.3 to maintain the records and accounts of the Franchisee to the standards of the Franchisor.

12.2.2. Within sixty (60) days after the close of each fiscal year, Franchisee will furnish Franchisor a full profit and loss statement for the operation of the Franchised Business during said period, together with a balance sheet for the Franchised Business.

12.2.3. The financial statements required hereunder shall be in such form and contain such information as Franchisor may from time to time reasonably designate.

12.2.4. Franchisee must use Franchisor's designated third-party bookkeeping services provider (or another Franchisor-approved vendor) for all bookkeeping services. Franchisor will provide Franchisee with an initial 90-day Start-Up Bookkeeping Package at no cost to Franchisee to assist with system setup and financial onboarding. Following this initial period, Franchisee must continue using the designated provider (or another Franchisor-approved vendor) for a minimum of nine (9) additional months, at Franchisee's sole cost and expense at the then-current monthly rates charged by such provider. Franchisee may not perform its own bookkeeping services or engage any non-approved bookkeeping service provider without Franchisor's prior written consent. Franchisor reserves the right to change the designated provider or approved vendors at any time upon notice to Franchisee. Franchisor may receive financial benefits from its relationship with the designated provider or approved vendors; however, any such benefits will not affect the fees paid by Franchisee.

12.3 Computer Systems.

12.3.1. Franchisee, at Franchisee's sole expense, shall install, maintain, and update as necessary the Computer System and other computer hardware and software Franchisor requires for the operation of the Franchised Business and shall follow the procedures related thereto that Franchisor specifies in the Manual or otherwise in writing.

12.3.2. Franchisor may require Franchisee, at Franchisee's sole expense, to install and maintain systems and web-based payment processing and bookkeeping accounts that permit Franchisor to independently and electronically access and retrieve any information stored in Franchisee's Computer System and accounts, including, without limitation, information concerning Gross Revenue. Upon Franchisor's request, Franchisee shall execute such documents as Franchisor deems necessary to permit Franchisor to independently and electronically access and retrieve all information stored on Franchisee's Computer System, other systems and web-based payment processing and bookkeeping accounts.

12.3.3 Any and all customer data collected or provided by Franchisee, retrieved from Franchisee's Computer System, or otherwise collected from Franchisee by Franchisor or provided to Franchisor, is and will be owned exclusively by Franchisor and will be considered to be Franchisor's proprietary and Confidential Information. Franchisor has the right to use such data in any manner without compensation to Franchisee. Franchisor licenses to Franchisee the use of such data solely for the purpose of operating the Franchised Business; provided that, this license shall automatically and irrevocably terminate, without any additional action or notice required by Franchisor, upon the expiration or earlier termination of this Agreement.

12.3.4. Franchisor may require Franchisee, at Franchisee's sole expense, to enter into software license agreements in the form that Franchisor requires for software Franchisor develops or acquires for use in the System.

12.3.5. Franchisee shall have and maintain adequate hardware and software in order to access the Internet at the speed required by Franchisor from time to time. Franchisee shall use the electronic mail account provided by Franchisor. Franchisee shall promptly read and respond to all electronic mail related to the Franchised Business no less often than on a daily basis and shall accept and acknowledge receipt of all electronic mail sent by Franchisor. Franchisee shall not establish any website or other listing on the Internet except as provided and specifically permitted herein.

12.3.6. Franchisor has established a website that provides information about the System and the services and products offered by Corporate Cleaning Group System (the "Website"). Franchisor has sole discretion and control over the Website. Franchisor may, in its sole discretion, include a listing on its Website of Franchisee's contact information and permit Franchisee to upload previous completed work that meets Franchisor's content guidelines and quality standards. Franchisee has no ownership or other proprietary rights to Franchisor's Website and Franchisee will lose all rights to such listing of Franchisee's contact information upon expiration or termination of this Agreement for any reason.

12.3.7. Except as otherwise provided in this Agreement, Franchisee shall pay all other fees and expenses for technology required by this Agreement, including but not limited to, the costs of computer hardware and software, regularly recurring fees for software and Internet access, license fees, licensing or user-based fees.

12.3.8 Franchisee is solely responsible for maintaining the security and integrity of the computer and payment processing systems used in the Franchised Business and the customer and other data stored therein, in compliance with all applicable laws and regulations pertaining to data protection and privacy. Franchisee, at Franchisee's sole cost and expense, shall implement all computer hardware, software and Internet security procedures, including required updates or upgrades thereto, that are reasonably necessary to protect Franchisee's computer and payment processing

systems and the data stored therein from viruses, malware, privacy breaches or other unauthorized access.

12.4 Safety and Security. Franchisee is solely responsible for the safe and secure operation of the Franchised Business and the services provided thereby for Franchisee, Franchisee's personnel, customers, agents and the general public. All matters of safety and security are within Franchisee's discretion and control, and Franchisee's indemnification obligations set forth in Section 15.6 hereof shall apply to any claims made against Franchisor regarding safety or security.

12.5 Employee Background Check. Franchisee shall conduct a background review of every prospective employee's criminal history and any other checks that Franchisor requires and that Franchisee determines to be necessary and appropriate, in compliance with all applicable laws and regulations, prior to hiring. This includes a nationwide sex offender search and a statewide and/or countywide criminal history search for each jurisdiction in which an applicant has address history. All background reviews must comply with current FCRA standards, and records of such reviews must be maintained by Franchisee for a minimum of five (5) years. Franchisee shall not allow any employee to perform services for a customer if such employee's background review indicates a violation of Franchisee's state laws or the customer's requirements. Notwithstanding the foregoing, all matters of employment and the safety of Franchisee's customers and their clients are within Franchisee's discretion and control. Franchisor shall not be liable to Franchisee, any employee or prospective employee of Franchisee, or any third-party for any act or omission of Franchisee or any employee or agent of Franchisee, and Franchisee's indemnification obligations set forth in Section 15.6 hereof shall apply to any claims, demands or actions against Franchisor arising from any act or omission of Franchisee or any employee or agent of Franchisee (including, without limitation, refusal to hire or discrimination claims or claims asserted by third parties for torts allegedly committed by any employee or agent of Franchisee).

12.6 Customer Dispute Resolution. Franchisee acknowledges Franchisor's philosophy that exceeding customers' expectations is essential to Franchisee's success as well as the reputation and success of the System and other Corporate Cleaning Group franchisees and that all System franchisees shall endeavor to go above and beyond expectations and generosity in all customer dealings. Accordingly, Franchisee agrees to: (i) use its best efforts to ensure the complete satisfaction of each of Franchisee's customers; (ii) apply the highest standards of customer service and use good faith in all dealings with customers, potential customers, referral sources, suppliers and creditors; (iii) respond to customer complaints in a courteous, prompt, and professional manner; (iv) use its best efforts to promptly and fairly resolve customer disputes; and (v) within twenty-four (24) hours of receiving a request from Franchisor, provide Franchisor a written summary of the dispute. If Franchisee fails to resolve a dispute with a customer, for any reason whatsoever, Franchisor, in its sole discretion and for the sole purpose of protecting the goodwill and reputation of the System and the Marks, may (but shall not be obligated to) investigate the matter and take such action as Franchisor may deem necessary or appropriate to resolve the dispute fairly and promptly, including, but not limited to, the issuance of a refund on

Franchisee's behalf. Nothing contained in this Section or any other provision of this Agreement shall be construed to impose liability upon Franchisor to any third party for any action by or obligation of Franchisee.

12.7 Brand Reputation Management and Online Reviews. Franchisee shall actively participate in and fully comply with Franchisor's brand reputation management efforts, which encompass the generation, monitoring, and management of customer and employee reviews. Franchisee shall strictly adhere to Franchisor's established procedures, guidelines, and policies for soliciting, collecting, and responding to reviews on all platforms designated by Franchisor from time to time, including but not limited to Google, Indeed, and any other review platforms specified by Franchisor. Franchisee must obtain Franchisor's prior written approval before responding to any negative reviews (defined as reviews with ratings of 3 stars or fewer out of 5 stars, or equivalent). Franchisor shall have the sole and absolute right to (i) assist in or directly handle responses to any reviews, (ii) monitor Franchisee's review-related activities, (iii) require Franchisee to modify or remove any responses, and (iv) require Franchisee to take specific actions to address concerns raised in reviews, all as part of Franchisor's system-wide brand and reputation strategy. Franchisee's failure to comply with this section shall constitute a material breach of this Agreement. Franchisee acknowledges that proper management of online reputation is crucial to the System's goodwill and agrees to indemnify Franchisor for any damages resulting from Franchisee's non-compliance with this section.

12.8 Unapproved Item/Suppliers. If Franchisee desires to purchase, lease or use any unapproved equipment, product, or service or to purchase, lease or use any equipment, product or service from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval prior to using such product, service or supplier. Franchisee shall not purchase or lease any item or use any supplier until and unless such item or supplier has been approved in writing by Franchisor. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities and to test or otherwise evaluate samples from the supplier.

12.9 External Quality Assurance Services. Franchisor reserves the right to establish quality assurance programs conducted by third-party providers, including, but not limited to, customer surveys and periodic quality assurance audits ("Quality Review Services"). Upon Franchisor's request and at Franchisee's sole cost and expense, Franchisee shall subscribe to any such third-party provider for Quality Review Services to monitor the operations of the Franchised Business as directed by Franchisor.

12.10 Variations in Standards. Notwithstanding anything to the contrary contained in this Agreement and this Section 12 in particular, Franchisee acknowledges and agrees that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary performance standards for some franchisees based upon the peculiarities and characteristics of the particular circumstance, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the

successful operation of such particular franchise business. Franchisor has full rights to vary standard specifications and practices for any other franchisee at any time without giving Franchisee comparable rights. Franchisee shall not be entitled to require Franchisor to disclose or grant to Franchisee a like or similar variation.

13. ADVERTISING, PROMOTIONS, TECHNOLOGY AND RELATED FEES

13.1 Advertising Programs. Franchisor may from time to time develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all Franchised Businesses operating under the System. Franchisee shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor from time to time for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by Franchisor, as modified from time to time, shall be final and binding upon Franchisee.

13.2 Local Advertising.

13.2.1 Franchisee is required to spend a minimum of One Thousand Two Hundred Dollars ($1,200) per month on local marketing and promotional activities. Franchisee must spend this amount as Franchisor prescribes in the Operations Manual or otherwise in writing, which may include the use of specific approved vendors, digital campaigns, prospecting services, print media, or participation in marketing programs coordinated by Franchisor or Franchisor's designees.

Franchisee may not market outside its Territory without Franchisor's prior written approval. Franchisee may exceed the required minimum but must still use only advertising and promotional materials that have been pre-approved by Franchisor. Franchisor may inspect records, audit Franchisee's spending, and require Franchisee to pay any unspent portion of the Local Marketing Requirement to Franchisor or Franchisor's designee for use in local, regional, or national marketing campaigns.

13.2.2 Boost Marketing Program. Franchisee agrees to pay Franchisor a Boost Marketing Program fee of Ten Thousand Five Hundred Dollars ($10,500) per territory purchased ("Boost Marketing Program Fee"). The Boost Marketing Program Fee shall be used by Franchisor, in its sole discretion, either directly or through its affiliates or designated vendors, to provide an accelerated sales and marketing support program during the first ninety (90) days of the Franchised Business. The Boost Marketing Program includes the following services: (a) Establishment of Franchisee's initial marketing and sales goals tailored to Franchisee's territory; (b) One (1) on-site visit to Franchisee's franchise location by a CCG sales coach, with all travel and expenses of the sales coach included; (c) Initial prospect list pull and prospect resources tailored to Franchisee's market; (d) Phone calls into Franchisee's market made by the internal Corporate Cleaning Group Sales Team; (e) National and regional brand initiative campaign support; (f) Design and distribution of new-to-

market brand postcard mailings; (g) Two (2) lead generation providers selected from Franchisor's approved vendor network, with fees covered for the initial three (3) months of operation; (h) A dedicated social media campaign, managed by Franchisor and its designated vendors; and (i) A dedicated LinkedIn campaign, managed by Franchisor and its designated vendors. During the Boost period, Franchisor will manage Franchisee's social media and LinkedIn campaign activity on Franchisee's behalf. Franchisee will have the opportunity to provide input, but Franchisor retains full discretion over the content, messaging, and cadence of all campaigns during this period. Franchisee is expected to establish relationships with and sign on with additional recommended vendors to fulfill Franchisee's ongoing local marketing spend beyond the Boost period. The Boost Marketing Program Fee is required for all new franchisees, must be paid in full upon signing the Franchise Agreement, and is nonrefundable.

13.3 Brand Fund.

13.3.1 Franchisor has established a national Brand Fund (the "Brand Fund") on behalf of the System for national advertising, marketing, and brand development (the "Brand Fund"). Franchisee is required to contribute to the Brand Fund One and a Half Percent (1.5%) of the monthly Gross Revenue generated by the Franchised Business ("Brand Fund Contribution"). Franchisor reserves the right to increase the amount of the Brand Fund Contribution to no more than two percent (2%) of Gross Revenue generated by the Franchised Business upon sixty (60) days written notice to Franchisee. Payments will be made in the same manner and time as the Royalty Fees. If Franchisee fails to timely report Gross Revenue, then, in addition a late fee and interest pursuant to Section 6.2 and 6.3 hereof, Franchisor shall collect one hundred twenty percent (120%) of the last Brand Fund Contribution payable. Franchisor shall reconcile amounts when Gross Revenue are reported.

13.3.2. Franchisor shall direct all advertising and marketing programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Brand Fund is intended for the use and development of proprietary technology and to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Franchised Businesses operating under the System.

13.3.3. Franchisor has no obligation to contribute to the Brand Fund on the same basis as Franchisee with respect to Corporate Cleaning Group outlets operated by Franchisor or Franchisor's affiliates.

13.3.4. Franchisor may use the Brand Fund to satisfy any and all costs of developing, preparing, producing, directing, administering, conducting, maintaining and disseminating advertising, marketing, promotional and public relations materials, programs, campaigns, sales and marketing seminars and training programs of every kind and nature, through media now existing or hereafter developed (including,

without limitation, the cost of television, radio, magazine, social media, newspaper and electronic advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; conducting marketing research, employing advertising agencies to assist therein; developing, enhancing and maintaining the Website; and personnel and other departmental costs for advertising that Franchisor internally administers or prepares).

13.3.5. The Brand Fund will be operated solely as a conduit for collecting and expending the advertising and technology contributions for the System. The Brand Fund will not be used to defray any of Franchisor's general operating expenses, except for reasonable administrative costs and overhead that Franchisor may incur in activities related to the administration and direction of the Brand Fund and such costs and expenses pursuant Section 13.3.4. Franchisor further reserves the right to include "Franchises Available" or similar language and contact information in advertising produced with Brand Fund contributions. The Brand Fund and its earnings shall not otherwise inure to Franchisor's benefit.

13.3.6. Franchisor will prepare an unaudited annual statement of the Brand Fund's operations and will make it available to Franchisee upon request. In administering the Brand Fund, Franchisor undertakes no obligation to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's contribution or to ensure that any particular franchisee benefits directly or pro rata from the production or placement of advertising.

13.3.7. Although the Brand Fund is intended to be of perpetual duration, Franchisor may terminate it at any time and for any reason or no reason. Franchisor will not terminate the Brand Fund, however, until all monies in the Brand Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

13.4 Cooperative Advertising. Currently, Franchisor does not have a regional advertising fund or cooperative. However, Franchisor reserves the right to establish a regional fund or cooperative in the future, and Franchisee's participation may become mandatory at Franchisor's sole discretion. A regional cooperative will consist of all franchised Corporate Cleaning Group outlets within a designated geographic area. It is important to note that Franchisor's affiliate and franchisor-owned outlets are not obligated to contribute to a regional cooperative. Each Corporate Cleaning Group outlet will have one vote within the cooperative. Franchisor will determine in advance the organizational structure and governance of each cooperative, and membership will be defined based on geographic criteria. Franchisor retains the right to form, dissolve, merge, or alter the structure of cooperatives. If a cooperative is established during the term of this Franchise Agreement, Franchisee is required to sign all necessary documents and become a member of the cooperative as per the terms outlined in those documents.

If Franchisor establishes a regional advertising fund or cooperative, Franchisee will be required to contribute the amounts Franchisor requires. Franchisee's contributions to a regional advertising fund or cooperative will be additional to Franchisee's mandatory

contributions to the Brand Fund; however, contributions made by Franchisee to a regional advertising fund or cooperative will be credited against up to one-half of Franchisee's required local advertising expenditures. Fees for participation in the cooperative will not exceed one-half of the Local Advertising requirement or Franchisee's pro-rata share of actual cooperative advertising costs, whichever is greater.

13.5 Social Media Use. Franchisee may not create, maintain, or use any business profile or account on any social media platform, including but not limited to Facebook, Instagram, Twitter, LinkedIn, YouTube, or any other current or future social media and/or networking site, except in strict accordance with Franchisor's social media policies and requirements as set forth in the Operations Manual, which may be modified from time to time. Franchisee shall provide Franchisor with all passwords and administrative rights to any and all social media accounts for the Franchised Business, and Franchisee hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking whatever action as is necessary for the best interest of the System, if Franchisee fails to maintain such accounts in accordance with Franchisor's standards.

13.6 Approval of Advertising. All advertising and promotion by Franchisee, in any medium, shall be conducted in a professional manner and shall conform to the standards and requirements of Franchisor as set forth in the Manual or otherwise. Franchisee shall submit to Franchisor for its approval samples of all advertising, press releases, promotional plans and materials and public relations programs that Franchisee desires to use, including, without limitation, any materials in digital, electronic or computerized form, or in any form of media now or hereafter developed that have not been either provided or previously approved by Franchisor. Franchisor shall approve or disapprove such plans and materials within thirty (30) business days of Franchisor's receipt thereof. If Franchisor fails to respond to Franchisee's submission within thirty (30) business days, such plans and materials shall be deemed "disapproved". Franchisee shall not use such unapproved plans or materials until they have been approved by Franchisor in writing and shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from Franchisor. Any advertising, marketing or sales concepts, programs or materials proposed or developed by Franchisee for Corporate Cleaning Group brand and approved by Franchisor may be used by other System franchisees without any compensation to Franchisee.

14. INTELLECTUAL PROPERTY

14.1 Ownership.

14.1.1. Franchisee expressly understands and acknowledges that Franchisor and/or its affiliates or successors (collectively, "Licensor") is the record owner of the Marks. Franchisor holds the exclusive right to license the Marks to franchisees of the System for use pursuant to the System. Franchisee further expressly understands and acknowledges that Franchisor and/or Licensor claims copyrights on certain material used in the System, including but not limited to its website, documents, advertisements, promotional materials and the Manual, whether or not Franchisor

has filed for copyrights thereto with the U.S. Copyright Office. The Marks and copyrights, along with Franchisor's trade secrets, service marks, trade dress and proprietary systems are hereafter collectively referred to as the "Intellectual Property".

14.1.2. As between Franchisor and Franchisee, Licensor and Franchisor are the owner of all right, title and interest in and to the Intellectual Property and the goodwill associated with and symbolized by them.

14.2 No Interference. Neither Franchisee nor any Principal shall take any action that would prejudice or interfere with the validity of Franchisor's or Licensor's rights with respect to the Intellectual Property. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Intellectual Property or any of Franchisor's or Licensor's service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Intellectual Property and the System in accordance with the terms and conditions of this Agreement for the operation of a Franchised Business and only at or from the Franchised Business office location or in approved advertising related to the Franchised Business.

14.3 Goodwill. Franchisee understands and agrees that any and all goodwill arising from Franchisee's use of the Intellectual Property and the System shall inure solely and exclusively to the benefit of Franchisor and Licensor, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Intellectual Property.

14.4 Validity. Franchisee shall not contest the validity of, or Franchisor's or Licensor's interest in, the Intellectual Property or assist others to contest the validity of, or Franchisor's or Licensor's interest in, the Intellectual Property.

14.5 Infringement. Franchisee acknowledges that any unauthorized use of the Intellectual Property shall constitute an infringement of Franchisor's or Licensor's rights in the Intellectual Property and a material event of default hereunder. Franchisee shall provide Franchisor or Licensor with all assignments, affidavits, documents, information and assistance Franchisor or Licensor reasonably requests to fully vest in Franchisor or Licensor all such rights, title and interest in and to the Intellectual Property, including all such items as are reasonably requested by Franchisor or Licensor to register, maintain and enforce such rights in the Intellectual Property.

14.6 Substitution. Franchisor reserves the right to substitute different Marks for use in identifying the System and the Franchised Business, if it in its sole discretion, determines that substitution of different Marks will be beneficial to the System. Franchisor will not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any additions, modifications, substitutions or discontinuation of the Marks. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses or damages.

14.7 Franchisee's Use of the Intellectual Property. With respect to Franchisee's use of the Intellectual Property pursuant to this Agreement, Franchisee further agrees that:

14.7.1 Unless otherwise authorized or required by Franchisor, Franchisee shall advertise the Franchised Business only under the Marks "Corporate Cleaning Group" and design. Franchisee shall not use the Marks as part of its corporate or other legal name. All fictitious names used by Franchisee shall bear the designation of a, "Corporate Cleaning Group Franchise".

14.7.2. Franchisee shall identify itself as the owner of the Franchised Business and as an independent Corporate Cleaning Group franchisee in conjunction with any use of the Intellectual Property, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous location upon the office, as directed by Franchisor, used in the Franchised Business, as Franchisor may designate in writing.

14.7.3. Franchisee shall not use the Intellectual Property to incur any obligation or indebtedness on behalf of Franchisor.

14.7.4. Any item offered by Franchisee that contains the Marks, must be approved by Franchisor in writing prior to being distributed or sold by Franchisee and such approval may be granted or denied in Franchisor's sole and absolute discretion.

14.8 Claims. Franchisee shall notify Franchisor immediately via both email and telephone, of any apparent infringement of or challenge to Franchisee's use of any Intellectual Property and of any claim by any person of any rights in any Intellectual Property. Franchisee shall not communicate with any person other than Franchisor or any designated affiliate thereof, their counsel and Franchisee's counsel in connection with any such infringement, challenge or claim. Franchisor shall have complete discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of its affiliates of, any settlement, litigation or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Intellectual Property. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any other person or entity in any litigation or other proceeding or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Intellectual Property. Franchisor will indemnify and defend Franchisee against and reimburse Franchisee for actual damages (including settlement amounts) for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any of the Intellectual Property that infringes on the rights of any other party, provided that the conduct of Franchisee with respect to such proceeding and use of the Intellectual Property is in full compliance with the terms of this Agreement.

14.9 Franchisor may use and grant franchises and licenses to others to use the Intellectual

Property and the System and to establish, develop and franchise other systems, different from the System licensed to Franchisee herein, without offering or providing Franchisee any rights in, to or under such other systems and Franchisor may modify or change, in whole or in part, any aspect of the Intellectual Property or the System, so long as Franchisee's rights thereto are in no way materially harmed thereby.

14.10 Franchisee shall not register or attempt to register the Intellectual Property in Franchisee's name or that of any other person, firm, entity or corporation.

15. INSURANCE AND INDEMNIFICATION

15.1 Procurement. Franchisee shall procure, prior to the commencement of any operations under this Agreement, and thereafter maintain in full force and effect during the term of this Agreement at Franchisee's sole cost and expense and to Franchisor's sole satisfaction, insurance policies from Franchisor's then-current designated insurance vendor(s) or such other insurer(s) as Franchisor may approve in writing, protecting Franchisee and Franchisor, and naming Franchisor, its officers, directors, partners, owners, employees and affiliates as additional insureds as their interests may appear, in the following minimum limits (except as additional coverage and higher policy limits may reasonably be specified from time to time in the Manual or otherwise in writing). Franchisee's failure to procure or maintain the required insurance in compliance with this Section shall constitute a material breach of this Agreement, entitling Franchisor to terminate this Agreement upon written notice to Franchisee:

15.1.1 Comprehensive general liability insurance, including bodily injury, property damage, premises, operations, products-completed operations, contractual liability, personal injury and advertising injury coverage with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. Such coverage shall include: (a) Per project aggregate; (b) Per location aggregate; (c) No Contractual Liability Limitation; (d) No exclusion for work performed by subcontractors; and (e) Waiver of subrogation in favor of all parties required in Contract Documents (where allowable by law);

15.1.2 Workers' compensation and employer's liability insurance coverage in the limits required by state law, with minimum coverage of Five Hundred Thousand Dollars ($500,000), shall be carried on all of Franchisee's employees, as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated;

15.1.3 Commercial property insurance written on a special cause of loss at replacement value;

15.1.4 Third-party liability bond with a minimum per-occurrence limit of $25,000;

15.1.5 Commercial automobile insurance in the amount of at least a combined single limit for bodily and property damage of at least $1,000,000, or greater if required by

state law. Coverage shall include all owned, non-owned, and hired autos. If allowable by law, waiver of subrogation in favor of all parties required in Contract Documents; and

15.1.6 An umbrella liability policy in the amount of not less than $2,000,000 per occurrence, and $2,000,000 in the aggregate.

Other insurance as may be required by the state or locality in which the Franchised Business is located and operated.

15.2 Evidence of Insurance. Franchisee shall deliver to, and maintain at all times with Franchisor, current Certificates of Insurance evidencing the existence and continuation of the required coverages. In addition, if requested by Franchisor, Franchisee shall deliver to Franchisor a copy of the insurance policy or policies required hereunder. Franchisee must obtain the required insurance coverages from Professional Insurance Associates, 3028 S Wayne Road, Wayne, Michigan 48184, (734) 722-3500, or such other insurance provider(s) as Franchisor may designate from time to time in writing.

15.3 Failure to Procure. If, for any reason, Franchisee should fail to procure or maintain the insurance required by this Agreement as revised from time to time for all franchisees by the Manual or otherwise in writing, Franchisor shall have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge Franchisee for the cost thereof together with an administrative fee of ten percent (10%) for Franchisor's expenses in so acting, including all attorneys' fees. Franchisee shall pay Franchisor immediately upon notice by Franchisor to Franchisee that Franchisor has undertaken such action and the cost thereof.

15.4 Increase in Coverage. The levels and types of insurance stated herein are minimum requirements. Franchisor reserves the right to raise the required minimum requirements for any type of insurance or add additional types of insurance requirements as Franchisor deems reasonably prudent to require. Within thirty (30) days of any such required new limits or types of coverage, Franchisee must submit proof to Franchisor of Franchisee's coverage pursuant to Franchisor's requirements.

15.5 Additional Insured. All required insurance policies shall name Franchisor, Licensor and their affiliates and their members, officers, agents and employees as additional insureds as their interests may appear. All public liability policies shall contain a provision that the additional insureds, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss caused by Franchisee or Franchisee's servants, agents or employees.

15.6 Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE AGREES TO DEFEND, EXONERATE, INDEMNIFY AND HOLD HARMLESS CORPORATE CLEANING GROUP® FRANCHISE SYSTEMS LLC, LICENSOR, AND ANY PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES (COLLECTIVELY REFERRED TO AS

THE "CORPORATE CLEANING GROUP INDEMNITEES") AS WELL AS CORPORATE CLEANING GROUP INDEMNITEES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES, FROM ALL CLAIMS BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE OPERATION, CONDITION, OR ANY PART OF FRANCHISEE'S CORPORATE CLEANING GROUP FRANCHISE, THE FRANCHISED BUSINESS, THE SERVICES OR PRODUCTS, THE FRANCHISED BUSINESS OFFICE LOCATION, OR ANY ASPECT OF THE REAL ESTATE CONNECTED TO FRANCHISEE'S FRANCHISED BUSINESS, WHETHER CAUSED BY FRANCHISEE, FRANCHISEE'S AGENTS OR EMPLOYEES, OR ARISING FROM FRANCHISEE'S ADVERTISING OR BUSINESS PRACTICES, REGARDLESS OF WHETHER THE ALLEGED INJURY OR LIABILITY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CORPORATE CLEANING GROUP INDEMNITEES. FRANCHISEE AGREES TO PAY FOR ALL CORPORATE CLEANING GROUP INDEMNITEES' LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) OR CONCURRENT OR CONTRIBUTING LIABILITY INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, INQUIRY (REGARDLESS OF WHETHER THE SAME IS REDUCED TO JUDGMENT OR DETERMINATION), OR ANY SETTLEMENT THEREOF FOR THE INDEMNIFICATION GRANTED BY FRANCHISEE HEREUNDER. CORPORATE CLEANING GROUP INDEMNITEES SHALL HAVE THE RIGHT TO SELECT AND APPOINT INDEPENDENT COUNSEL TO REPRESENT ANY OF CORPORATE CLEANING GROUP INDEMNITEES IN ANY ACTION OR PROCEEDING COVERED BY THIS INDEMNITY. FRANCHISEE AGREES THAT TO HOLD CORPORATE CLEANING GROUP INDEMNITEES HARMLESS, FRANCHISEE WILL REIMBURSE CORPORATE CLEANING GROUP INDEMNITEES AS THE COSTS AND EXPENSES ARE INCURRED BY CORPORATE CLEANING GROUP INDEMNITEES.

It is the intention of the parties to this Agreement that Franchisor shall not be deemed a joint employer with Franchisee for any reason; however, Franchisee will, at Franchisee's sole expense, defend, fully protect, indemnify and hold harmless Franchisor from any and all claims arising in any manner, directly or indirectly, out of or in connection with or incidental to the actions or omissions of Franchisee's employees or independent contractors or allegations that Franchisor are the joint employer of Franchisee's employees.

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16. TRANSFERS

16.1 Transfers by Franchisor.

16.1.1 Franchisor shall have the right to assign this Agreement, and all of Franchisor's rights and privileges hereunder, to any person, firm, corporation or other entity, without Franchisee's permission or prior knowledge, provided that, with respect to

any assignment resulting in the subsequent performance by the assignee of Franchisor's obligations, the assignee shall expressly assume and agree to perform Franchisor's obligations hereunder. Specifically, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Franchisor may: (i) sell Franchisor's assets and Franchisor's rights to the Marks and the System outright to a third party; (ii) engage in a public or private placement of some or all of Franchisor's securities; (iii) merge, acquire other corporations, or be acquired by another corporation, including competitors; (iv) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring; and (v) with regard to any or all of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or relating to the loss of association with or identification of Franchisor. Nothing contained in this Agreement shall require Franchisor to remain in the business franchised herein or to offer the same products and services, whether or not bearing the Marks, in the event that Franchisor exercises its prerogative hereunder to assign Franchisor's rights in this Agreement.

16.1.2 Franchisee agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of the facilities (which Franchisee acknowledges may be within the Territory, proximate thereto, or proximate to any of Franchisee's locations).

16.1.3 If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the commercial, industrial, and institutional cleaning and maintenance business or to offer or sell any products or services to Franchisee.

16.2 Restrictions on Transfers by Franchisee. Franchisee's rights and duties under this Agreement are personal to Franchisee as it is organized and with the Principal(s) of the business as they exist on the date of execution of this Agreement, and Franchisor has made this Agreement with Franchisee in reliance on Franchisor's perceptions of the individual and collective character, skill, aptitude, attitude, business ability, and financial capacity of Franchisee. Thus, no transfer, as hereafter defined, may be made without Franchisor's prior written approval. Any transfer made without Franchisor's prior written approval shall be null and void ab initio and shall constitute a material breach of this Agreement.

16.3 Transfers by Franchisee. Franchisee shall not directly or indirectly sell, assign, transfer, give, devise, convey or encumber this Agreement or any right or interest herein or hereunder (a "Transfer"), the Franchise, the Franchised Business or any assets thereof (except in the ordinary course of business) or suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law unless it first obtains the prior written consent of Franchisor, which consent may be granted or withheld at Franchisor's

sole discretion. A transfer of any stock in the Franchisee if it is a corporation or a transfer of any ownership rights in Franchisee if it is a partnership, a limited liability company or limited partnership shall be considered a Transfer restricted hereunder. If Franchisee has complied fully with this Agreement and subject to Franchisor's Right of First Refusal set forth in Section 16.6, Franchisor will not unreasonably withhold its consent of a Transfer that meets the following requirements:

16.3.1 The proposed transferee and all its principals must have the demeanor and be individuals of good character and otherwise meet Franchisor's then-applicable standards for franchisees.

16.3.2 The transferee must have sufficient business experience, aptitude and financial resources to operate the Franchised Business and to comply with this Agreement;

16.3.3 The transferee has agreed to complete Franchisor's Initial Operations & Sales Training Program to Franchisor's satisfaction;

16.3.4 Franchisee has paid all amounts owed to Franchisor and third-party creditors;

16.3.5 The transferee has executed Franchisor's then-standard form of Franchise Agreement, which may have terms and conditions different from this Agreement, except that the transferee shall not be required to pay the Initial Franchise Fee;

16.3.6 Franchisee and the transferee and each of Franchisee's and the transferee's Principals shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's officers, directors, shareholders, members and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. Franchisee will agree to subordinate any claims Franchisee may have against the transferee to Franchisor, and indemnify Franchisor against all claims brought against Franchisor by the transferee for a period of three (3) years following the transfer;

16.3.7 Franchisor has granted written approval of the material terms and conditions of the Transfer, including, without limitation, that the price and terms of payment will not adversely affect the Franchised Business's operation. However, Franchisor's approval of a Transfer is not in any way a representation or warranty of the transferee's success or the soundness of transferee's decision to purchase the Franchise on such terms and conditions. Franchisee shall provide Franchisor all proposed transfer documents for Franchisor's review at least thirty (30) days prior to a closing of the proposed Transfer; and

16.3.8 If Franchisee or any Principal finances any part of the sale price of the Transfer, Franchisee or its Principal have agreed that all obligations of the transferee under any notes, agreements or security interests to Franchisee or its Principal will be subordinate to the transferee's obligations to Franchisor.

16.4 Transfer Fee. Franchisee or transferee or purchaser of the assets must pay a non-refundable transfer fee to Franchisor of $15,000, plus all brokerage, commissions, finder fees and similar charges incurred by Franchisor in connection with the transfer.

16.5 Entity Formation Documents. The By-Laws of a corporation or Operating Agreement of a limited liability company of a Franchisee that is an entity must state that (i) the issuance and assignment of any interest in Franchisee are restricted by this Article 16; (ii) Franchisee may conduct no business except the operation of a Franchised Business pursuant to the terms of this Agreement; (iii) transfers of interests in Franchisee are subject to the terms of this Agreement governing transfers; and (iv) stock or member certificates will contain a legend so indicating.

16.6 Franchisor 's Right of First Refusal.

16.6.1 If Franchisee wishes to transfer all or part of its interest in the Franchised Business or this Agreement or if a Principal wishes to transfer any ownership interest in Franchisee, pursuant to any bona fide offer to purchase such interest, then Franchisee or such Principal shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require.

16.6.2 Franchisor has the right, exercisable by written notice to Franchisee within fifteen (15) days after receipt of written notification and copies of all documentation required by Franchisor describing such offer, to buy the interest in this Agreement and the Franchised Business or the Principal’s interest in Franchisee for the price and on the terms and conditions contained in the offer, subject to Section 16.6.3.

16.6.3 Franchisee further agrees, in the event Franchisor exercises its right of first refusal, notwithstanding anything to the contrary contained in the offer, that (i) Franchisor may substitute cash for any other form of consideration contained in the offer; (ii) at Franchisor 's option, Franchisor may pay the entire purchase price at closing; (iii) Franchisor 's credit will be deemed equal to the credit of any proposed transferee; (iv) Franchisor will have at least thirty (30) days to close the purchase; and (v) Franchisor will be entitled to receive from the Franchisee all customary representations and warranties given by a seller of the assets of a business or equity interest in an entity, as applicable.

16.6.4 If Franchisor does not exercise its right to buy within fifteen (15) days, Franchisee may thereafter transfer the interest to the transferee on terms no more favorable than those disclosed to Franchisor, provided that such transfer is subject to Franchisor's prior written approval pursuant to Section 16.3 hereof. However, if (i) the sale to the transferee is not completed within forty-five (45) days after the offer is given to Franchisor or (ii) there is any material change in the terms of the offer, the offer will again be subject to Franchisor's right of first refusal.

16.7 Death or Permanent Disability. The grant of rights under this Agreement is personal to Franchisee, and on the death or permanent disability of Franchisee or any of Franchisee's Principals, as the case may be, the Franchise granted by this Agreement will terminate, unless prohibited by applicable law. If prohibited by applicable law, the executor, administrator, conservator or other personal representative of Franchisee or Franchisee's Principal, as the case may be, will transfer Franchisee's or Franchisee's Principal's interest in this Agreement within six (6) months from the date of death or permanent disability, to a third party approved by Franchisor. A transfer under this Section 16.7, including without limitation, transfer by devise or inheritance, is subject to the conditions for Transfers in this Article 16 and unless transferred by gift, devise or inheritance, subject to the terms of Section 16.6 above. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of Franchisee's Franchised Business during the six (6)-month period from its onset.

Immediately after the death or permanent disability of such person, or while the Franchise is owned by an executor, administrator, guardian, personal representative or trustee of that person, the Franchised Business shall be supervised by an interim successor manager satisfactory to Franchisor, or Franchisor, in its sole discretion, may provide interim management for a fee equal to the then-current interim management support fee, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by Franchisor, pending transfer of the Franchise to the deceased or disabled individual's lawful heirs or successors.

16.8 Effect of Consent to Transfer. Franchisor's consent to a Transfer will not waive any claims Franchisor may have against the Franchisee or any Franchisee's Principals nor waive its right to demand that the transferee comply strictly with this Agreement.

16.9 Security Interests to Lender. If Franchisee is in full compliance with this Agreement, Franchisee may pledge or give a security interest in Franchisee's interest in the Assets and the Franchised Business to a lender of the funds needed by Franchisee for Franchisee's initial investment, provided that the security interest is subordinate to Franchisee's obligations to Franchisor, that a foreclosure on such a pledge or security interest and/or any Transfer resulting from such a foreclosure shall be subject to all provisions of this Agreement, and that Franchisee obtains from the lender a written acknowledgement to Franchisor of these restrictions. Notwithstanding the foregoing, in the event Franchisee obtains financing whereby funding is provided with the assistance of the United States Small Business Administration ("SBA Financing"), Franchisee shall be permitted to grant the lender of such SBA Financing a senior lien on any collateral Franchisee uses to secure the SBA Financing, and Franchisor agrees to (i) subordinate its interest in any lien on Franchisee's collateral to that of the lender of the SBA Financing and (ii) waive the requirement of the written acknowledgement referenced in this Section.

17. DEFAULTS

17.1 Default and Automatic Termination. Franchisee shall be deemed to be in material default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee or Principal shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee or Principal files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing an inability to pay debts when due; or if Franchisee or Principal is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee or Principal under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or Principal or other custodian for Franchisee's business or assets is filed and consented to by Franchisee or Principal; or if a receiver or other custodian (permanent or temporary) of Franchisee's or Principal's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee or Principal; or if a final judgment remains unsatisfied for of record for sixty (60) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's or Principal's business or property; or if suit to foreclose any lien or mortgage against the Franchised Business premises or equipment is instituted against Franchisee and not dismissed within sixty (60) days.

17.2 Defaults with No Opportunity to Cure. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be, commits any of the acts set forth in this Section. Any such termination for default may result in the application of liquidated damages as described in Section 18.1.7:

17.2.1 fails to obtain all required licenses and permits before opening or to open the Franchised Business within the time and in the manner specified in Article 8.

17.2.2 falsifies any report required to be furnished Franchisor hereunder;

17.2.3 ceases to operate the Franchised Business for a period of ten (10) days or more;

17.2.4 fails to comply with any federal, state or local law, rule or regulation, applicable to the operation of the Franchised Business, including, but not limited to, the failure to pay taxes;

17.2.5 understates Gross Revenue on two (2) occasions or more, whether or not cured on any or all of those occasions. For purposes of this Agreement, a Gross Revenue understatement means any instance where reported Gross Revenue is determined by Franchisor to be two percent (2%) or more below the actual amount due, based on audit or review;

17.2.6 fails to comply with the covenants in Article 15;

17.2.7 permits a Transfer in violation of the provisions of Article 16 of this Agreement;

17.2.8 fails, or Franchisee's legal representative fails, to transfer the interests in this Franchise Agreement and the Franchised Business upon death or permanent disability of Franchisee or any Principal of Franchisee as required by Section 16.7.

17.2.9 has misrepresented or omitted material facts in applying for the Franchise;

17.2.10 is convicted of, or pleads no contest to, a felony or to a crime that could damage the goodwill associated with the Marks or does anything to harm the reputation of the System or the goodwill associated with the Marks;

17.2.11 receives an adverse judgment or a consent decree in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, or the Marks, the goodwill associated therewith or Franchisor's interest therein, in Franchisor's sole opinion;

17.2.12 conceals revenues, knowingly maintains false books or records, or knowingly submits any false reports;

17.2.13 creates a threat or danger to public health or safety from operation of the Franchised Business;

17.2.14 refuses to permit Franchisor to inspect or audit Franchisee's books or records;

17.2.15 makes any unauthorized use of the Marks or copyrighted material or any unauthorized use or disclosure of Confidential Information (as defined in Section 19.2);

17.2.16 fails to comply with the non-competition covenants in Section 19.5;

17.2.17 defaults in the performance of Franchisee's obligations under this Agreement five (5) or more times during the term of this Agreement or any successor agreements or has been given at least two (2) notices of default in any consecutive twelve (12)–month period, whether or not the defaults have been corrected;

17.2.18 has insufficient funds to honor a check or electronic funds transfer two (2) or more times within any consecutive twelve (12)-month period;

17.2.19 defaults, or an affiliate of Franchisee defaults, under any other agreement, including any other franchise agreement, with Franchisor or any of its affiliates, or suppliers

and does not cure such default within the time period provided in such other agreement; or

17.2.20 terminates this Agreement without cause.

17.3 Curable Defaults. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, if Franchisee fails to cure the default within the time period set forth in this Section 17.3, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be:

17.3.1 fails to pay when due any amounts due to Franchisor under this Agreement or any related agreement and does not correct the failure within ten (10) days after written notice; provided, however, Franchisor has no obligation to give written notice of a late payment more than two (2) times in any twelve (12)–month period, and the second such late payment in any twelve (12)–month period shall be a non-curable default under Sections 17.2.17 and/or 17.2.18;

17.3.2 fails to perform any non-monetary obligation imposed by this Agreement (excepting those defaults of obligations set forth in Sections 17.1 and 17.2 for which there is no opportunity to cure) and such default shall continue for thirty (30) days after Franchisor has given written notice of such default, or if the default cannot be reasonably corrected within said thirty (30)-day period, then if it is not corrected within such additional time as may be reasonably required assuming Franchisee proceeds diligently to cure; provided, however, Franchisor has no obligation to give written notice of a non-monetary default more than two (2) times in any twelve (12)–month period, and the third such default, whether monetary or non-monetary, in any twelve (12) – month period shall be a non-curable default under Section 17.2.17.

17.4 Franchisor's Cure of Franchisee's Defaults. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor may, but has no obligation to:

17.4.1 effect a cure on Franchisee's behalf and at Franchisee's expense, and Franchisee shall immediately pay Franchisor the costs incurred by Franchisor upon demand; or

17.4.2 exercise complete authority with respect to the operation of the Franchise Business until such time as Franchisor determines that the default of Franchisee has been cured and that Franchisee is complying with the requirements of this Agreement. Franchisee specifically agrees that a designated representative of Franchisor may take over, control and operate the Franchised Business. In addition to all other fees payable under this Agreement, Franchisee shall pay Franchisor four hundred dollars ($400) per day during the term of interim management, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by

Franchisor, until the default has been cured to the satisfaction of the Franchisor, and Franchisee is complying with the terms of this Agreement to the satisfaction of the Franchisor.

17.5 Notice to Suppliers. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor reserves the right with three (3) days' prior written notice to Franchisee, to direct suppliers to stop furnishing any and all products and services, including, but not limited to products and services sold under Franchisor's discounted pricing schedules, until such time as Franchisee's default is cured. In no event shall Franchisee have recourse against Franchisor, its representatives, agents, or affiliates for loss of revenue, customer goodwill, profits or other business arising from Franchisor's actions, the actions of suppliers, or the actions taken by any representative, agent, or affiliate of the Franchisor.

18. POST-TERMINATION

18.1 Franchisee's Obligations. Upon termination or expiration of this Agreement, all rights and licenses granted hereunder to Franchisee shall immediately terminate and Franchisee and each Principal shall:

18.1.1 immediately cease to operate the Franchised Business, and shall not thereafter, directly or indirectly identify himself, herself or itself as a current Corporate Cleaning Group owner, franchisee or licensee;

18.1.2 immediately and permanently cease to use the Marks, any imitation of any Mark, Franchisor's copyrighted material or other intellectual property, confidential or proprietary material or indicia of the Franchised Business, or use any trade name, trade or service mark or other commercial symbol that suggests a current or past association with Franchisor, Licensor, or the System. In particular, Franchisee shall cease to use, without limitation, all signs, billboards, advertising materials, displays, stationery, forms and any other articles, which display the Marks;

18.1.3 take such action as may be necessary to cancel any assumed name or equivalent registration that contains the Mark or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence of compliance with this obligation, which is satisfactory to Franchisor, within ten (10) days after termination or expiration of this Agreement;

18.1.4 promptly pay all sums owing to Franchisor and its affiliates. Such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of any default by Franchisee. The payment obligation herein shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, fixtures, and inventory or other business assets owned by Franchisee at the time of default;

18.1.5 pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor in connection with obtaining any remedy available to Franchisor for any violation of this Agreement and, subsequent to the termination

or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement that survive its termination;

18.1.6 immediately deliver at Franchisee's sole cost and expense, to Franchisor the Manual and all records, files, instructions, correspondence, invoices, agreements, all confidential, proprietary and copyrighted material and all other materials related to operation of the Franchised Business, including but not limited to customer lists and records, (all of which are acknowledged to be Franchisor's property), delete all electronic copies and retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents that Franchisee reasonably needs for compliance with any provision of law;

18.1.7. In the event this Agreement is terminated due to Franchisee's default, Franchisee shall pay Franchisor a lump sum payment (as liquidated damages and not as a penalty) in an amount equal to the product of: (a) the average monthly Royalty Fee and Brand Fund Contribution actually paid or payable by Franchisee to Franchisor during the twelve (12) full calendar months immediately preceding the date of termination (or, if the Franchised Business has been open for fewer than twelve (12) full calendar months as of the date of termination, the average monthly Royalty Fee and Brand Fund Contribution actually paid or payable by Franchisee during the period the Franchised Business has been open, with any partial month annualized on a pro-rata basis); multiplied by (b) the lesser of (i) thirty-six (36) or (ii) the number of full and partial months then remaining in the then-current Term of this Agreement as of the date of termination. For the avoidance of doubt, the calculation in this Section 18.1.7 is expressed on a monthly basis: the average monthly Royalty Fee and Brand Fund Contribution is multiplied by a number of months. If the Minimum Royalty Fee set forth in Section 6.1.2 exceeded the percentage-based Royalty Fee in any month included in the averaging period, the Minimum Royalty Fee for that month shall be used for purposes of computing the average. Franchisee acknowledges that a precise calculation of the full extent of the damages Franchisor will incur in the event of termination of this Agreement as a result of Franchisee's default is difficult to determine and that this lump sum payment is a reasonable pre-estimate of such damages. The liquidated damages payable by Franchisee pursuant to this Section 18.1.7 shall be in addition to all other amounts payable under this Agreement and shall not affect Franchisor's right to obtain appropriate injunctive relief and remedies pursuant to any other provision of this Agreement. Nothing in this Section 18.1.7 shall limit Franchisor's right to recover any amounts owed by Franchisee to Franchisor as of the date of termination, including without limitation unpaid Royalty Fees, Brand Fund Contributions, Local Marketing Fee contributions, or any other sums due and owing; and

18.1.8 comply with the non-disclosure and non-competition covenants contained in Article 19.

18.1.9 At Franchisor's direction, Franchisee shall collect and return to Franchisor, or destroy, at Franchisee's sole cost and expense, all branded employee uniforms, t-shirts, polo shirts, and any other apparel bearing the Marks. Franchisee shall certify

in writing to Franchisor within ten (10) days of termination that such return or destruction has been completed.

18.2. Right to Purchase.

18.2.1 Franchisor shall have the option, to be exercised within sixty (60) days after termination or expiration of this Agreement, to purchase from Franchisee any or all of the equipment (including any computer systems), signs, fixtures, advertising materials, supplies, and inventory of Franchisee related to the operation of the Franchised Business, at Franchisee's cost or fair market value, whichever is less. Franchisor shall purchase Franchisee's assets free and clear of any liens, charges, encumbrances or security interests and Franchisor shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within thirty (30) days of Franchisor's exercise of its option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall split the appraisal fees equally. If Franchisor elects to exercise its option to purchase herein provided, it shall have the right to set off (i) all fees for any such independent appraiser due from Franchisee, (ii) all amounts due from Franchisee to Franchisor or any of its affiliates and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash. Closing of the purchase shall take place no later than thirty (30) days after determination of the fair market value.

18.2.2 With respect to the option described in Section 18.2.1, Franchisee shall deliver to Franchisor in a form satisfactory to Franchisor, such warranties, releases of lien, bills of sale, assignments and such other documents and instruments that Franchisor deems necessary in order to perfect Franchisor's title and possession in and to the assets being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, Franchisee has not obtained all of these certificates and other documents, Franchisor may, in its sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

18.2.3 Franchisor shall be entitled to assign any and all of its option in Section 18.2.1 to any other party, without the consent of Franchisee.

18.3 Assignment of Communications. Franchisee, at the option of Franchisor, shall assign to Franchisor all rights to the telephone numbers of the Franchised Business and any related public directory listing or other business listings and execute all forms and documents required by Franchisor and any telephone company at any time, to transfer such service and numbers to Franchisor. Further, Franchisee shall assign to Franchisor any and all social media and internet listings, domain names, internet advertising, websites, listings with search engines, electronic mail addresses or any other similar listing or usage related to the Franchised Business. Notwithstanding any forms and documents that may have been executed by Franchisee under Section 11.7, Franchisee shall provide Franchisor with all

passwords and administrative rights, and hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. Franchisee shall thereafter use different telephone numbers, electronic mail addresses, social media accounts or other listings or usages at or in connection with any subsequent business conducted by Franchisee.

18.4 Survival. The rights and obligations of the parties contained in this Article 18 shall survive the expiration or sooner termination of this Agreement.

19. NON-DISCLOSURE AND NON-COMPETITION COVENANTS

19.1 Operations Manual.

19.1.1 Franchisor has provided to Franchisee, on loan, a current copy of the Manual. The Manual may be in hard copy or made available to Franchisee in digital, electronic or computerized form or in some other form now existing or hereafter developed that would allow Franchisee to view the contents thereof. If the Manual (or any changes thereto) are provided in a form other than physical copy, Franchisee shall pay any and all costs to retrieve, review, use or access the Manual. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under Franchisor's Marks, Franchisee shall operate all aspects of the Franchised Business in accordance with the Manual, as they may from time to time be modified by Franchisor, other written directives that Franchisor may issue to Franchisee from time to time, whether or not such directives are included in the Manual, and any other manual and materials created or approved for use in the operation of the Franchised Business.

19.1.2 Franchisee and all Principals shall at all times treat the Manual, written directives, and other materials and any other confidential communications or materials, and the information contained therein, as confidential and shall maintain such information as trade secret and confidential in accordance with this Article and this Agreement. Franchisee and Franchisee's Principal(s) shall not divulge and make such materials available to anyone other than those of Franchisee's employees who require the information contained therein to operate the Franchised Business. Franchisee shall, prior to disclosure, fully train and inform its employees on all the restrictions, terms and conditions under which it is permitted to use Franchisor's intellectual, proprietary and confidential information; and shall ensure its employees' compliance with such restrictions, terms and conditions. Franchisee, Franchisee's Principal(s), and any person working with Franchisee shall agree not, at any time to use, copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent.

19.1.3 The Manual, written directives, and other materials and any other confidential communications provided or approved by Franchisor shall at all times remain the

sole property of Franchisor. Franchisee shall maintain the Manual and all Franchisor's confidential and proprietary materials at all times in a safe and secure location, shall take all reasonable measures to prevent unauthorized access thereto, whether any attempted unauthorized access takes the form of physical access or access via computer or telecommunications networks or otherwise, and shall report the theft or loss of the Manual, or any portion thereof, immediately to Franchisor. At a minimum, Franchisee shall, in the case of computer and telecommunications networks, use the latest available firewall, encryption and similar technology to prevent unauthorized access. Franchisee shall delete all electronic copies, and return and cease using any physical copy of the Manual and other confidential and proprietary materials to Franchisor immediately upon request or upon transfer, termination or expiration of this Agreement.

19.1.4 Franchisor may from time to time revise the contents of the Manual and other materials created or approved for use in the operation of the Franchised Business. Franchisee expressly agrees to comply with each new or changed policy, standard or directive. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor shall control.

19.1.5 If Franchisee loses, misplaces or otherwise requests a physical copy of the Manual, Franchisor, in its discretion, may provide such physical copy and Franchisee shall pay Franchisor the then-current replacement fee.

19.2 Confidential Information. Franchisee along with its Principal(s) acknowledge and accept that during the term of this Agreement, Franchisee and any Principal will have access to Franchisor's trade secrets, including, but not limited to, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, costs, pricing, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of the Franchised Business; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively referred to herein as the "Confidential Information"). Neither Franchisee nor any Principal shall, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person or entity, and, following the expiration or termination of this Agreement, shall not use for their own benefit, any Confidential Information that may be communicated to Franchisee or any Principal or of which Franchisee or any Principal may be apprised in connection with the operation of the Franchised Business under the terms of this Agreement. Franchisee and any Principal shall not divulge and make any Confidential Information available to anyone other than those of Franchisee's employees who require the Confidential Information to operate the Franchised Business and who have themselves entered into confidentiality and non-compete agreements containing the same provisions as contained in this Agreement, in accordance with Section 19.10 hereof. Franchisee and any Principal shall not at any time copy, duplicate, record or otherwise reproduce any Confidential

Information, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent. The covenant in this Section 19.2 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Franchisee and each Principal.

19.3 Protection of Information. Franchisee shall take all steps necessary, at Franchisee's own expense, to protect the Confidential Information and shall immediately notify Franchisor if Franchisee finds that any Confidential Information has been divulged in violation of this Agreement.

19.4 New Concepts. If Franchisee or any Principal develops any new concept, process, product, service, or improvement in the operation or promotion of the Franchised Business ("Improvements"), Franchisee is required to promptly notify Franchisor and provide Franchisor with all related information, processes, products or other improvements, and sign any and all forms, documents and/or papers necessary for Franchisor to obtain full proprietary rights to such Improvements, without compensation and without any claim of ownership or proprietary rights to such Improvements. Franchisee and any Principal acknowledge that any such Improvements will become the property of Franchisor, and Franchisor may use or disclose such information to other franchisees as it determines to be appropriate.

19.5 Noncompetition Covenants. Franchisee and each Principal specifically acknowledge that, pursuant to this Agreement, Franchisee and each Principal will receive valuable training, trade secrets and Confidential Information of the System that are beyond the present knowledge, training and experience of Franchisee, each Principal and Franchisee's employees. Franchisee and each Principal acknowledge that such specialized training, trade secrets and Confidential Information provide a competitive advantage and will be valuable to them in the development and operation of the Franchised Business, and that gaining access to such specialized training, trade secrets and Confidential Information is, therefore, a primary reason why Franchisee and each Principal are entering into this Agreement. In consideration for such specialized training, trade secrets, Confidential Information and rights, Franchisee and each Principal covenant that, except as otherwise approved in writing by Franchisor:

19.5.1 During the term of this Agreement, Franchisee and each Principal shall not, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with, any person or entity (i) divert, or attempt to divert, any business, customer or referral source of the Franchised Business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any commercial, industrial, and institutional cleaning and maintenance services business similar to the System; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or

otherwise jeopardize the business of the Franchisor or any Corporate Cleaning Group franchisees or Franchisor-affiliated outlets.

19.5.2 Upon the expiration or earlier termination of this Agreement or upon a Transfer and continuing for twenty-four (24) months thereafter, Franchisee and Principals shall not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity (i) divert, or attempt to divert, any business, customer or referral source of the Franchised Business, Franchisor or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; or (ii) participate as an owner, partner, director, officer, employee, consultant, agent, independent contractor or serve in any other capacity in any commercial and institutional cleaning and maintenance business, whether directly or indirectly, within twenty-five (25) miles of the Territory or within twenty-five (25) miles of any existing Corporate Cleaning Group office location as of the date of termination or transfer; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Corporate Cleaning Group franchisees.

19.6 Reasonableness of Restrictions. Franchisee and each Principal acknowledges and agrees that the covenants not to compete set forth in this Agreement are fair and reasonable. The Franchisee or Principal(s) understand that these covenants are necessary to protect the legitimate business interests of the Franchisor, including its proprietary information and goodwill. The Franchisee or Principal(s) acknowledge that they have other considerable skills, experience, and education which afford them the opportunity to derive income from other endeavors.

19.7 Reduction of Time or Scope. If the period of time or the geographic scope specified above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Paragraph 19 or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees to forthwith comply with any covenant as so modified.

19.8 Injunction. Franchisee and each Principal acknowledges that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Franchisee and each Principal hereby consents to the entry of an injunction prohibiting any conduct by Franchisee or any Principal in violation of the terms of the covenants not to compete set forth in this Agreement.

19.9 No Defense. Franchisee and each Principal expressly agree that the existence of any claims they may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

19.10 Covenants of Employees, Agents and third persons. Franchisee shall require and obtain execution of covenants similar to those set forth in this Section (including covenants applicable upon the termination of a person's employment with Franchisee) from all employees, contractors or third persons who will have access to Franchisor's confidential and proprietary information. Such covenants shall be substantially in the form set forth in Attachment 6 as revised and updated from time to time and contained in the Manual.

20. DISPUTE RESOLUTION

20.1 Internal Dispute Resolution. Franchisee shall first bring any claim, controversy or dispute arising out of or relating to this Agreement, the Attachments hereto or the relationship created by this Agreement to Franchisor's designated dispute resolution officer for resolution. After providing notice as set forth in Section 21.7 below, Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

20.2 Mediation. At Franchisor's option, any claim, controversy or dispute that is not resolved pursuant to Section 20.1 hereof shall be submitted to non-binding mediation. Franchisee shall provide Franchisor with written notice of Franchisee's intent to pursue any unresolved claim, controversy or dispute, specifying in sufficient detail the nature thereof, prior to commencing any legal action. Franchisor shall have up to thirty (30) days following receipt of Franchisee's notice to exercise Franchisor's option to submit such claim, controversy or dispute to mediation. Mediation shall be conducted through a mediator or mediators in accordance with the American Arbitration Association Commercial Mediation Rules. Such mediation shall take place in the then-current location of Franchisor's corporate headquarters. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), shall be borne by the parties equally. Franchisor may specifically enforce Franchisor's rights to mediation, as set forth herein.

20.3 Arbitration.

20.3.1 Except disputes not subject to alternative dispute resolution as set forth in Section 20.4, any dispute between Franchisor and Franchisee and/or any Principal arising out of or relating to this Agreement, the Exhibits hereto or any breach thereof, including any claim that this Agreement or any of its parts, is invalid, illegal or otherwise voidable or void, which has not been resolved in accordance with Sections 20.1 or 20.2, will be resolved by submission to the American Arbitration Association or its successor organization to be settled by a single arbitrator in

accordance with the Commercial Arbitration Rules then in effect for such Association or successor organization.

20.3.2 All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained in this Article 20 will be governed by the Federal Arbitration Act (9 U.S.C. §1 *et seq*.) and the federal common law of arbitration. All hearings and other proceedings will take place in Livonia, Michigan, or the offices of the American Arbitration Association, or, if Franchisor so elects, in the county where the principal place of business of Franchisee is then located.

20.3.3 This arbitration provision is self-executing and will remain in full force and effect after expiration or termination of this Agreement. Any arbitration will be conducted on an individual, and not a class-wide or multiple plaintiffs, basis. If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against the party by default or otherwise, notwithstanding the failure to appear. Judgment upon an arbitration award may be entered in any court having jurisdiction and will be binding, final and not subject to appeal. No punitive or exemplary damages will be awarded against Franchisor, Franchisee, or entities related to either of them, in an arbitration proceeding or otherwise, and are hereby waived.

20.3.4 The provisions of this Section 20.3 are independent of any other covenant or provision of this Agreement; provided, however, that if a court of competent jurisdiction determines that any of the provisions are unlawful in any way, the court will modify or interpret the provisions to the minimum extent necessary to have them comply with the law.

20.3.5 In proceeding with arbitration and in making determinations hereunder, no arbitrator shall extend, modify, or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by Franchisor in good faith. No notice, request or demand for arbitration shall stay, postpone, or rescind the effectiveness of any termination of this Agreement.

20.3.6 Except as expressly required by law, Franchisor, Franchisee and any Principal shall keep all aspects of any mediation and/or arbitration proceeding in confidence, and shall not disclose any information about the proceeding to any third party other than legal counsel who shall be required to maintain the confidentiality of such information.

20.4 Exceptions. Notwithstanding the requirements of Sections 20.2 or 20.3, the following claims shall not be subject to mediation or arbitration:

20.4.1 Franchisor's claims for injunctive or other extraordinary relief;

20.4.2 disputes and controversies arising from the Sherman Act, the Clayton Act or any other federal or state antitrust law;

20.4.3 disputes and controversies based upon or arising under the Lanham Act, as now or hereafter amended, relating to the ownership or validity of the Marks;

20.4.4 disputes and controversies relating to actions to obtain possession of the premises of the Franchised Business; and

20.4.5 enforcement of Franchisee's post-termination obligations, including but not limited to, Franchisee's non-competition covenants.

20.5 Governing Law and Venue. This Agreement is made in, and shall be substantially performed, in the State of Michigan. Any claims, controversies, disputes or actions arising out of this Agreement shall be governed, enforced and interpreted pursuant to the laws of the State of Michigan. Franchisee and its Principals, except where specifically prohibited by law, hereby irrevocably submit themselves to the sole and exclusive jurisdiction of the state and federal courts in Michigan. Franchisee and its Principal(s) hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision.

20.6 Mutual benefit. Franchisee, each Principal, if any, and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 20.3 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising hereunder. Each of Franchisee, Principal(s), and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

20.7 Waiver of Jury Trial and Certain Damages. Franchisee and each Principal hereby waive, to the fullest extent permitted by law, any right to or claim for (i) a trial by jury in any action, proceeding or counterclaim brought by or against Franchisor, and (ii) any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever. Each Franchisee and Principal(s) agree that in the event of a dispute, Franchisee and each Principal shall be limited to the recovery of any actual damages sustained.

20.8 Injunctive Relief. Nothing herein contained (including, without limitation, Sections 20.1 through 20.3 above) shall bar Franchisor from the right to obtain immediate injunctive relief from any court of competent jurisdiction against threatened conduct by Franchisee that may cause Franchisor loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions.

20.9 Limitations of Claims. Any and all claims asserted by Franchisee arising out of or relating to this Agreement or the relationship among the parties will be barred unless a proceeding for relief is commenced within one (1) year from the date on which Franchisee knew or should have known of the facts giving rise to such claims.

20.10 Attorney's Fees. In the event of any action in law or equity by and between Franchisor and Franchisee concerning the operation, enforcement, construction or interpretation of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs incurred.

20.11 Survival. The provisions of this Article 20 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement or a transfer by Franchisee or any Principal of their respective interests in this Agreement.

21. GENERAL

21.1 Independent Contractor. Franchisee is and shall be an independent contractor under this Agreement, and neither a partnership, joint venture, nor agency relationship shall exist between Franchisee and Franchisor. This Agreement does not constitute Franchisee as an agent, legal representative, or employee of Franchisor for any purpose whatsoever, and Franchisee is not granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind Franchisor. Franchisee agrees not to incur or contract any debt or obligation on behalf of Franchisor or commit any act, make any representation or advertise in any manner which may adversely affect any right of Franchisor or be detrimental to Franchisor or other franchisees of Franchisor. Pursuant to the above, Franchisee agrees to indemnify, defend and hold Franchisor and its affiliates, officers, directors, employees, agents, successors and assigns harmless from any and all liability, losses, damages, costs, expenses (including reasonable attorneys' fees), claims, actions, proceedings, judgments, or demands that Franchisor may suffer or incur as a result of claims, demands, taxes, costs or judgments against Franchisor arising out of any allegation of an agent, partner or employment relationship.

21.2 Successors. This Agreement shall bind and inure to the benefit of the successors, assigns, and affiliates of Franchisor and shall be personally binding on and inure to the benefit of Franchisee (including the individuals executing this Agreement on behalf of the Franchisee entity) and its or their respective heirs, executors, administrators and successors or assigns; provided, however, the foregoing provision shall not be construed to allow a transfer of any interest of Franchisee or Principals in this Agreement or the Franchised Business, except in accordance with Article 16 hereof.

21.3 Invalidity of Part of Agreement. Should any provisions in this Agreement, for any reason, be declared invalid, then such provision shall be invalid only to the extent of the prohibition without in any way invalidating or altering any other provision of this Agreement.

21.4 Entire Agreement. This Agreement, including all attachments, is the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to Franchisee, except that nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. No agreement of any kind relating to the matters covered by this Agreement and no amendment of the provisions hereof shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties.

21.5 Construction. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any provision herein may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Franchisee and any Principal shall be deemed to be joint and several covenants, agreements and obligations of each of the persons named as Franchisee, if more than one person is so named.

21.6 Captions. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

21.7 Notices. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally, by certified mail or courier (postage prepaid), by email with confirmation of receipt, or by other reliable electronic means with verification of delivery, addressed to the party for whom intended, and shall be deemed given on the date of delivery or delivery is refused. All such notices shall be addressed to the party to be notified at their respective addresses as set forth in the introductory paragraph of this Agreement, or at such other address or addresses as the parties may from time to time designate in writing.

21.8 Effect of Waivers. No waiver, delay, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising from any default or breach by Franchisee shall affect or impair the rights of Franchisor with respect to any subsequent default of the same or of a different kind. Any use by Franchisee of the System or any part thereof at any place other than in the Territory shall not give Franchisee any rights not specifically granted hereunder. Failure to take action to stop such use shall not in any event be considered a waiver of the rights of Franchisor at any time to require Franchisee to restrict said use to the Territory.

21.9 Remedies Cumulative. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or

more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Franchisor's rights pursuant to Articles 17 and 18 shall not discharge or release Franchisee or any Principal from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

21.10 Consent to Do Business Electronically. The parties to the Franchise Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the State of Michigan and any other applicable state or federal electronic signature laws, the parties hereby affirm to each other that they agree with the terms of the Franchise Agreement, and by attaching their digital signature, including any DocuSign signature, to the Franchise Agreement, they are executing the document and intending to attach their digital signature to it. Furthermore, the parties acknowledge that the other parties to the Franchise Agreement can rely on a digital signature, including a DocuSign signature, as the respective party's signature.

21.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

21.12 Survival. Any obligation of Franchisee or any Principal that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee or any Principal therein shall be deemed to survive such termination, expiration or transfer.

The parties hereto have executed this Franchise Agreement on the day and year first above written.

FRANCHISOR:
CORPORATE CLEANING GROUP® FRANCHISE SYSTEMS LLC

By:_____
_____,_____
(Print Name, Title)

FRANCHISEE:
_____

By:_____
_____,_____
(Print Name, Title)

PRINCIPALS:

(Print Name)

(Print Name)

ATTACHMENT 1

Marks –

CORPORATE CLEANING GROUP

ATTACHMENT 2

TERRITORY DESCRIPTION

Territory (insert map and/or define by zip codes):

ATTACHMENT 3

GENERAL RELEASE

_____ ("Franchisee") and its principal(s):

_____

_____

_____

_____

(collectively, "Franchisee's Principal(s)"), on behalf of themselves and their respective officers, directors, employees, successors, assigns, heirs, personal representatives, and all other persons acting on their behalf or claiming under them (collectively, the "Franchisee Releasors"), hereby release, discharge and hold harmless Corporate Cleaning Group® Franchise Systems LLC ("Franchisor"), their parent company, affiliates, and each of their respective officers, directors, shareholders, employees, agents, attorneys, successors, and assigns (collectively, the "Franchisor Releasees") from any suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected arising under, relating to, or in connection with the Franchise Agreement dated _____between Franchisee and Franchisor and any related agreements and the relationship created thereby, or the Franchised Business operated under the Franchise Agreement, or any claims or representations made relative to the sale of the franchise to operate such Franchised Business or under any federal or state franchise or unfair or deceptive trade practice laws, which any of the Franchisee Releasors now own or hold or have at any time heretofore owned or held against the Franchisor Releasees (collectively, the "Franchisee Released Claims").

FRANCHISEE AND FRANCHISEE'S PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE FRANCHISEE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT. The Franchisee Releasors also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Franchisor Releasees with respect to any Franchisee Released Claim, and Franchisee and Franchisee's Principal(s) shall defend, indemnify and hold harmless each of Franchisor Releasees against same.

[**Washington Residents**]: A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the

franchise agreement is in effect and where the franchisee is represented by independent counsel. *See* RCW 19.100.180(g); RCW 19.100.220.

Executed as of _____, 20___.

FRANCHISEE:

Attest: _____ By: _____

_____ _____,_____

(Name) (Name, Title)

FRANCHISEES'S PRINCIPAL:

_____ _____

Witness Name: _____ Print Name: _____

_____ _____

Witness Name: _____ Print Name: _____

_____ _____

Witness Name: _____ Print Name: _____

_____ _____

Witness Name: _____ Print Name: _____

ATTACHMENT 4

STATEMENT OF OWNERSHIP INTERESTS IN FRANCHISEE/ENTITY

Name	Percentage of Ownership

ATTACHMENT 5

INTERNET ADVERTISING, SOCIAL MEDIA AND TELEPHONE ACCOUNT AGREEMENT

THIS INTERNET ADVERTISING, SOCIAL MEDIA AND TELEPHONE ACCOUNT AGREEMENT (the "Agreement") is made and entered into this day of _____ (the "Effective Date") by and between Corporate Cleaning Group® Franchise Systems LLC a Michigan limited liability company (the "Franchisor"), and _____, a _____ (the "Franchisee").

WHEREAS, Franchisee desires to enter into a franchise agreement with Franchisor for a Corporate Cleaning Group business ("Franchise Agreement") which will allow Franchisee to conduct internet-based advertising, maintain social media accounts, and use telephone listings linked to Corporate Cleaning Group brand.

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**

All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **Internet Advertising and Telephone Accounts**

2.1 Interest in Web Sites, Social Media Accounts, Mobile Applications, and Other Electronic Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise Agreement, certain right, title, or interest in and to certain domain names, social media accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet web sites, and the right to hyperlink to certain web sites and listings on various internet search engines (collectively, "Electronic Advertising") related to the Franchised Business or the Marks.

2.2 Interest in Telephone Numbers and Listings. Franchisee has or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively, the "Telephone Listings") related to the Franchised Business or the Marks.

2.3 Transfer. Upon Termination of the Franchise Agreement, or upon written request of Franchisor with reasonable notice, Franchisee will:

2.3.1 direct all internet service providers, domain name registries, internet search engines, social media companies, mobile application stores and platforms, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Internet Web Sites, Social Media Accounts and other Listings: (i) to transfer all of Franchisee's Interest in such Internet Web Sites, Social Media Accounts and other Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Internet Web Sites, Social Media Accounts and other Listings, Franchisee will immediately direct the Internet Companies to terminate such Internet Web Sites, Social Media Accounts and other Listings or will take such other actions with respect to the Internet Web Sites, Social Media Accounts and other Listings as Franchisor directs; and

2.3.2 direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Numbers and Listings: (i) to transfer all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Numbers and Listings or will take such other actions with respect to the Telephone Numbers and Listings as Franchisor directs.

2.4 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.4.1 Direct the Internet Companies to transfer all Franchisee's Interest in and to the Internet Web Sites, Social Media Accounts and/or other Listings to Franchisor, or alternatively, to direct the Internet Companies to terminate any or all of the Internet Web Sites, Social Media Accounts and/or other Listings;

2.4.2 Direct the Telephone Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Numbers and Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet Companies and/or Telephone Companies may require in order to affect such transfers or terminations of Franchisee's Interest.

2.5 Certification of Termination. Franchisee hereby directs the Internet Companies and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.6 Cessation of Obligations. After the Internet Companies and the Telephone Companies have duly transferred all Franchisee's Interests as described in paragraph 2.3 above to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and/or Telephone Listing. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. **Miscellaneous**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and/or Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertible in, or in any way related to this Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any matter hereunder.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and attachments and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Agreement shall survive the Termination of the Franchise Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed under the laws of the state of Michigan, without regard to the application of Michigan conflict of law rules.

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:
Corporate Cleaning Group® Franchise Systems LLC

By:_____
_____,_____
(Print Name, Title)

FRANCHISEE:
_____

By:_____
_____,_____
(Print Name, Title)

PRINCIPALS:

_____
_____
(Print Name)

_____
_____
(Print Name)

ATTACHMENT 6
CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (the "Agreement") is made and entered into this ___ day of_____, 20____, by _____ _____, a(n) _____ ("Franchisee"), a franchisee of Corporate Cleaning Group® Franchise Systems LLC, a Michigan limited liability company ("Franchisor"), and _____, an individual ("Covenantor") in connection with a Franchise Agreement dated.

WHEREAS, Franchisee and Franchisor are parties to a franchise agreement dated _____ , 20____ (the "Franchise Agreement"), whereby Franchisor has granted Franchisee the right to use certain trademarks, including, the registered trademark "Corporate Cleaning Group" and design mark, and certain proprietary products, services, promotions and methods (the "System") for the establishment and operation of an Corporate Cleaning Group franchise (the "Franchised Business");

WHEREAS, in connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the confidential information, knowledge, know-how, techniques, contents of the Corporate Cleaning Group operations manual and other materials used in or related to the System and/or concerning the methods of operation of the System (collectively referred to as "Confidential Information");

WHEREAS, the Confidential Information provides economic advantages to Franchisor and licensed users of the System, including Franchisee;

WHEREAS, Franchisee has acknowledged the importance of restricting the use, access and dissemination of the Confidential Information, and Franchisee therefore has agreed to obtain from Covenantor a written agreement protecting the Confidential Information and further protecting the System against unfair competition; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Confidentiality Agreement.

a. Covenantor shall, at all times, maintain the confidentiality of the Confidential Information and shall use such Confidential Information only in the course of his or her employment by or association with Franchisee in connection with the operation of a Franchised Business under the Franchise Agreement.

b. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Confidential Information without Franchisor's express written permission.

c. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except, and only then to the limited extent necessary, to those employees of Franchisee for training and assisting such employees in the operation of the Franchised Business.

d. Covenantor shall surrender any material containing some or all of the Confidential Information to Franchisee or Franchisor, upon request, or upon termination of employment or association with Franchisee.

e. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the System.

f. Covenantor agrees that no Confidential Information may be reproduced, in whole or in part, without written consent.

2. Covenants Not to Compete.

a. In order to protect the goodwill and unique qualities of the System, and in consideration for the disclosure to Covenantor of the Confidential Information, Covenantor further agrees and covenants that during Covenantor's employment or association with Franchisee, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business, customer or referral source of the Franchised Business or of other Corporate Cleaning Group franchisees in the System to any competitor, by direct or indirect inducement or otherwise,

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any commercial, industrial, and institutional cleaning and maintenance substantially similar to the System.

b. In further consideration for the disclosure to Covenantor of the Confidential Information and to protect the goodwill and unique qualities of the System, Covenantor further agrees and covenants that, upon the termination of Covenantor's employment or association with Franchisee and continuing for twenty-four (24) months thereafter, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business, customer or referral source of the Franchised Business or of other franchisees in Corporate Cleaning Group System to any competitor, by direct or indirect inducement or otherwise,

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any commercial, industrial, and institutional cleaning and maintenance business within twenty five (25) miles outside of the boundaries of the Franchisee's Territory or within twenty five (25) miles of any Corporate Cleaning Group office location.

c. The parties acknowledge and agree that each of the covenants contained herein are 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 the goodwill or other business interests of Franchisor.

d. If the period of time or the geographic scope specified Section 2.b. above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement or any portion thereof, without Covenantor's or Franchisee's consent, effective immediately upon receipt by Covenantor of written notice thereof, and Covenantor agrees to forthwith comply with any covenant as so modified.

3. General.

a. Franchisee shall take full responsibility for ensuring that Covenantor acts as required by this Agreement.

b. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisee is obligated to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, to a temporary and/or permanent injunction and a decree for the

specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

c. Covenantor agrees to pay all expenses (including court costs, reasonable attorneys' fees, expert witness fees, investigation costs, and all other costs of litigation) incurred by Franchisor and Franchisee in enforcing this Agreement or responding to any breach thereof.

d. Any failure by the Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

e. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF MICHIGAN. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON COVENANTOR IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY THE LAWS OF SUCH STATE OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE IN THE STATE OF MICHIGAN; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

f. The parties agree that each of the foregoing covenants contained herein shall be construed as independent of any other covenant or provision of this Agreement.

g. Covenantor acknowledges and agrees that each of the covenants contained herein will not impose any undue hardship on Covenantor since Covenantor has other considerable skills, experience and education which affords Covenantor the opportunity to derive income from other endeavors.

h. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

i. All notices and demands required to be given hereunder shall be in writing and shall be delivered by: (i) personal delivery, (ii) certified or registered mail, postage prepaid, (iii) nationally recognized overnight courier service, or (iv) email with confirmation of receipt, addressed to the party for whom intended, and shall be deemed given on the date of delivery or the date delivery is refused. All such notices shall be addressed to the party to be notified at the following addresses:

If directed to Franchisee:

_____

_____

If directed to Covenantor:

_____

_____

Any change in the foregoing addresses shall be affected by giving written notice of such change to the other parties.

j. Franchisor is an intended third-party beneficiary of this Agreement, and Franchisor may take whatever action it deems necessary to enforce Covenantor's obligations hereunder. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns.

k. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Confidentiality and Non-Compete Agreement as witnessed by their signatures below.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

COVENANTOR:

_____
Name: _____

ATTACHMENT 7

GUARANTY

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on____ _____ to Corporate Cleaning Group Franchise Systems LLC, a Michigan limited liability company, with its principal place of business at 39201 Schoolcraft Road, Suite B12 Livonia, Michigan 48150 ("Franchisor"), in order to induce Franchisor to enter into that certain Franchise Agreement dated of even date herewith (the "Franchisee Agreement") with _____ _____, a(n) _____, _____ and __ _____(collectively "Franchisee").

Guarantor acknowledges that Guarantor is the spouse of Franchisee's Principal, as that term is used in the Franchise Agreement.

Guarantor acknowledges that Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty are in partial consideration for, and a condition to the granting of, the rights granted in the Franchise Agreement to Franchisee, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the monetary obligations and non-competition covenants and agreements of the Franchisee as set forth in the Franchise Agreement, including but not limited to, the covenants set forth in Sections 19.2, 19.5, 19.6, 19.8 and 19.9 of the Franchise Agreement ("Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Franchise Agreement or other applicable document forthwith upon demand by Franchisor.

This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any claims guaranteed by this instrument, change in ownership or control of the Franchisee entity, transfer of the Franchise Agreement, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Franchisee by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Franchisee and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Guarantor waives notice of amendment of any agreement between Franchisee and Franchisor and notice of demand for payment by Franchisee. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Franchisee and Franchisor.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

If other guarantors have guaranteed any and or all of the Guaranteed Obligations, their liability shall be joint and several to that of Guarantor.

Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

All Franchisor's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

Guarantor has signed this Guaranty as of the date set forth above.

GUARANTOR - SPOUSE OF FRANCHISEE'S PRINCIPAL:

_____
Print Name:_____
Address: _____
_____

ATTACHMENT 8

VACANT TERRITORY CONSENT AGREEMENT

This Consent Agreement ("Agreement") is made and entered into on _____, by and between Corporate Cleaning Group Franchise Systems, LLC, a Michigan limited liability company with its principal office located at 39201 Schoolcraft Road, Suite B12, Livonia, Michigan 48150 ("Franchisor") and _____ with its principal office located at _____ ("Franchisee").

WHEREAS, Franchisor has granted Franchisee the right to operate Corporate Cleaning Group franchise in a designated territory as outlined in the Franchise Agreement dated _____;

WHEREAS, Franchisee desires to accept customers or provide services to customers outside of the designated territory within areas currently unoccupied or unowned by Franchisor or any affiliate or franchisee of Franchisor as more fully described in Exhibit A hereto ("Vacant Territory");

WHEREAS, Franchisee's operation outside its designated territory, acceptance of customers, or provision of services in the Vacant Territory is permitted by Franchisor and therefore is not deemed a violation of its Franchise Agreement with Franchisor, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Operate Outside Territory. Subject to the terms and conditions of this Agreement, Franchisor hereby grants Franchisee a non-exclusive, revocable consent to operate outside of its designated territory, to accept customers, and to provide services to customers located in or requiring services within the Vacant Territory.

2. No Violation of Franchise Agreement. The parties acknowledge and agree that the consent granted herein and the activities conducted by Franchisee as authorized under this Agreement shall not be deemed a violation of the Franchise Agreement between Franchisee and Franchisor, and shall not give rise to any claim of breach, liability, or cause of action against the Franchisor.

3. Term. This Agreement shall be effective as of the date first above written and shall continue in effect until terminated by the Franchisor at its sole discretion or by mutual agreement of the parties, whichever occurs earlier. Notwithstanding the sale of the Vacant Territory to a party other than Franchisee, Franchisee shall have the right to continue servicing any customer it has obtained in the Vacant Territory for a period of 24 months from the date of first service to such customer. Upon the expiration of this 24 month period, if the Vacant Territory has been sold to a party other than Franchisee, the Franchisee agrees to immediately cease servicing the customer. Additionally, upon the sale of the Vacant Territory to a party other than Franchisee, Franchisee agrees to immediately provide the Franchisor with a complete list of all customers within the Vacant Territory to whom the Franchisee has provided services, cease all marketing within the Vacant Territory, stop accepting new customers within the Vacant Territory, and forward all requests for services to the Franchisor or the party which purchased the Vacant Territory except for those exceptions listed herein. If the Vacant Territory has not been sold upon the expiration of this 24 month period, the Franchisee may continue servicing the customer as long as this Agreement remains in effect or until the Vacant Territory has been sold, whichever occurs first.

4. Zip Code Purchase Right; Revocation and Wind-Down. If, at any time during the term of this Agreement, Franchisee has three (3) or more active recurring service accounts located within a single five-digit zip code in the Vacant Territory, Franchisor may, in its sole discretion and upon written notice to Franchisee, require Franchisee to purchase that zip code within sixty (60) days after such notice. The purchase price for the zip code shall be equal to (A) Franchisor's then-current initial franchise fee (as set forth in Franchisor's then-current Franchise Disclosure Document), divided by four hundred (400) (the number of target niche business prospects included in Franchisor's standard-size territory), multiplied by (B) the number of target niche business prospects located within the zip code (as reasonably determined by Franchisor using the same methodology and sources used to size Franchisor's standard-size territories). The purchase of a zip code under this Section 4 shall be treated as the grant of additional territory under a separate franchise agreement then offered by Franchisor in its then-current form, and Franchisee shall execute such franchise agreement and pay such purchase price within the sixty (60) day period. If Franchisee does not complete the purchase within the sixty (60) day period, Franchisor may, upon written notice, revoke this Agreement as to that zip code, and Franchisee shall wind down its operations in that zip code in accordance with the twenty-four (24) month customer transition provisions set forth in Section 3 of this Agreement. For the avoidance of doubt, Franchisor's right to revoke this Agreement in its sole discretion pursuant to Section 3 is not limited or conditioned by this Section 4

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

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

Franchisor:
CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC

By: _____
Print: _____
Title: _____

Franchisee:

_____

By: _____
Print: _____
Title: _____

EXHIBIT A
VACANT TERRITORY DESCRIPTION

EXHIBIT C

FINANCIAL STATEMENTS

CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT

As of December 31, 2025, 2024 and 2023

CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC
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DOYLE & ASSOCIATES, PLLC
Certified Public Accountants • Business Advisors

Independent Auditors' Report

To the Members
Corporate Cleaning Group Franchise Systems, LLC
Livonia, Michigan

Opinion

We have audited the accompanying financial statements of **CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC** (a State of Michigan limited liability company) which comprise the balance sheets as of December 31, 2025, 2024 and 2023, and the related statements of income, members' equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of **CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC** as of December 31, 2025, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of **CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC** and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management 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, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about **CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC's** ability to continue as a going concern within one year after the date the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

27555 Executive Drive, Suite 165 • Farmington Hills, MI 48331 • Phone: 248-347-6800 • Fax: 248-347-6806

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 **CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC's** internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about **CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC's** ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Disclaimer of Opinion on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of General and Administrative Expenses, which is the responsibility of management, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Doyle & Associates, PLLC

Doyle & Associates, PLLC
Farmington Hills, Michigan
April 20, 2026

CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC
BALANCE SHEETS
as of December 31, 2025, 2024 and 2023

ASSETS

	2025	2024	2023
CURRENT ASSETS			
Cash in bank	$ 536,338	$ 53,094	$ 186,944
Accounts receivable, trade, less allowance for doubtful accounts of $26,346, $650 and $650, respectively	267,454	193,406	178,150
Franchise fee receivable	59,500	-	-
Prepaid expenses	9,356	6,626	9,190
Advanced payroll	27,282	-	-
Note receivable - related party	-	-	17,000
Deferred commissions	70,367	69,917	51,584
Total Current Assets	970,297	323,043	442,868
PROPERTY AND EQUIPMENT			
Building improvements	56,622	37,149	27,089
Equipment	23,528	23,528	20,841
Furniture and fixtures	13,561	13,561	13,561
Total Property and Equipment	93,711	74,238	61,491
Less: Accumulated depreciation	28,412	22,204	16,845
Net Property and Equipment	65,299	52,034	44,646
OTHER ASSETS			
Operating lease right-of-use assets	47,323	14,850	29,245
Deferred commissions	450,495	516,418	416,238
Total Other Assets	497,818	531,268	445,483
TOTAL ASSETS	$ 1,533,414	$ 906,345	$ 932,997

See accompanying notes to financial statements.

LIABILITIES AND MEMBERS' EQUITY

	2025	2024	2023
CURRENT LIABILITIES			
Accounts payable-trade	$ 15,759	$ 1,071	$ 35,715
Accrued liabilities	12,675	-	-
Accrued payroll	31,925	24,640	-
Notes payable - officer	2,297	2,297	15,925
Loans payable - related parties	183,154	-	-
Provision for state income taxes	12,000	-	18,000
Deferred franchise fees	107,651	100,309	102,076
Operating lease liabilities - current portion	15,011	15,496	14,444
Total Current Liabilities	380,472	143,813	186,160
LONG-TERM LIABILITIES			
Deferred franchise fees	716,275	750,330	665,356
Operating lease liabilities - net of current portion	32,312	-	15,495
Total Long-Term Liabilities	748,587	750,330	680,851
Total Liabilities	1,129,059	894,143	867,011
MEMBERS' EQUITY			
Members' Equity	404,355	12,202	65,986
Total Members' Equity	404,355	12,202	65,986
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 1,533,414	$ 906,345	$ 932,997

CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC
STATEMENTS OF INCOME
For the years ended December 31, 2025, 2024 and 2023

	2025	Percent of Sales	2024	Percent of Sales	2023	Percent of Sales
NET SALES	$1,802,040	100.00 %	$1,882,990	100.00 %	$1,351,646	100.00 %
Total Income	1,802,040	100.00	1,882,990	100.00	1,351,646	100.00
GENERAL AND ADMINISTRATIVE EXPENSES	1,414,507	78.49	1,746,779	92.77	1,058,008	78.28
Operating Income	387,533	21.51	136,211	7.23	293,638	21.72
OTHER INCOME (EXPENSE)						
Depreciation expense	(6,208)	(0.34)	(5,359)	(0.28)	(3,959)	(0.29)
Other expense	(606)	(0.03)	-	0.00	(50)	(0.00)
Other income	32,665	1.81	8,244	0.44	3,972	0.29
Total Other Income (Expense)	25,851	1.43	2,885	0.15	(37)	(0.00)
INCOME BEFORE TAXES	413,384	22.94	139,096	7.39	293,601	21.72
PROVISION FOR INCOME TAXES	(21,231)	(1.18)	(4,500)	(0.24)	(11,000)	(0.81)
NET INCOME	$ 392,153	21.76 %	$ 134,596	7.15 %	$ 282,601	20.91 %

See accompanying notes to financial statements.
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CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC
STATEMENTS OF MEMBERS' EQUITY
For the years ended December 31, 2025, 2024 and 2023

	Members' Equity
BALANCES, January 1, 2023	$ 134,391
2023 Distributions	(351,006)
2023 Net Income	282,601
BALANCES, December 31, 2023	65,986
2024 Distributions	(188,380)
2024 Net Income	134,596
BALANCES, December 31, 2024	12,202
2025 Distributions	-
2025 Net Income	392,153
BALANCES, December 31, 2025	$ 404,355

See the accompanying notes to financial statements.

CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC
STATEMENTS OF CASH FLOWS
For the years ended December 31, 2025, 2024 and 2023

	2025	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	$ 392,153	$ 134,596	$ 282,601
Adjustments to reconcile net income to net cash from operating activities:			
Depreciation	6,208	5,359	3,959
Operating leases	(646)	(48)	694
Decrease (increase) in assets:			
Accounts receivable	(74,048)	(15,256)	(88,733)
Broker fee receivable	(59,500)	-	-
Prepaid expenses	(2,730)	2,564	16,247
Advanced payroll	(27,282)	-	-
Deferred commissions	65,473	(118,513)	(182,969)
Increase (decrease) in liabilities:			
Accounts payable	14,688	(34,644)	34,728
Accrued liabilities	12,675	24,640	-
Accrued payroll	7,285	-	-
Provision for state income taxes	12,000	(18,000)	11,000
Deferred franchise fees	(26,713)	83,207	339,772
Net cash provided by operating activities	$ 319,563	$ 63,905	$ 417,299
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of equipment, other assets and adjustment	(19,473)	(12,747)	(21,130)
Net loans to related parties	-	17,000	(17,000)
Net cash provided (used in) by investing activities	(19,473)	4,253	(38,130)
CASH FLOWS FROM FINANCING ACTIVITIES			
Net borrowings on loans payable-related parties	183,154	-	-
Shareholder distributions	-	(188,380)	(351,006)
Net borrowings (repayments) on notes payable-officers	-	(13,628)	7,097
Net cash provided (used in) financing activities	183,154	(202,008)	(343,909)
Net increase (decrease) in cash	483,244	(133,850)	35,260
Cash - beginning of year	53,094	186,944	151,684
Cash - ending of year	$ 536,338	$ 53,094	$ 186,944

See the accompanying notes to financial statements.
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CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC

NOTES TO FINANCIAL STATEMENT
December 31, 2025, 2024 and 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Corporate Cleaning Group Franchise Systems, LLC (the Company) is presented to assist in understanding the Company's financial statement. The financial statement and notes are representations of the Company's management which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statement.

Nature of Operations

Corporate Cleaning Group Franchise Systems, LLC offers franchise opportunities in the operation of commercial, industrial and institutional cleaning and maintenance services.

Cash and cash equivalents

The Company considers all highly-liquid investments with an original maturity of three months or less to be cash equivalents. The Company maintains deposits in a financial institution that at times exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance Corporation (FDIC). The Company believes that there is no significant risk with respect to such deposits.

Trade Accounts Receivable

Trade accounts receivable are stated at the amount management expects to collect on outstanding balances. The carrying amounts of accounts receivable are reduced by a valuation allowance that reflects management's best estimate of the amounts that will not be collected. Management individually reviews all accounts receivable balances that exceed the due date and based on an assessment of current creditworthiness, estimates the portion, if any, of the balance that will not be collected. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Management believes some accounts may be uncollectible; therefore, an allowance has been established in the amount of $26,346, $650 and $650 at December 31, 2025, 2024 and 2023. Bad debt expense amounted to $25,696, $0 and $0 for the years ended December 31, 2025, 2024 and 2023, respectively.

Financial instruments that potentially subject the company to credit risk consist of trade receivables. The realization of receivables depends upon the particular industry and of the customers within the company's sales region.

Property and Equipment

Management capitalizes expenditures for property and equipment. Property and equipment are carried at cost. Expenditures for maintenance and repairs are charged to operating expense. Adjustments of the assets and the related accumulated depreciation accounts are made for property and equipment retirement and disposals, with the resulting gain or loss, if applicable, included in the statement of income.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued.

Property and Equipment – continued.

The Company provides for depreciation of property and equipment principally by the use of the straight-line method for financial reporting purposes and accelerated methods for income tax purposes. The estimated useful lives of the depreciable assets are:

	YEARS
Equipment	5 - 7
Furniture and fixtures	7
Computer equipment	5

For the years ended December 31, 2025, 2024 and 2023 depreciation expense was $6,208, $5,359 and $3,959, respectively.

Income Taxes

The Company is organized as a Michigan limited liability company. Accordingly, the Company's taxable income and deductions are reported by the members on their individual income tax returns. Accordingly, no provision or liabilities for federal or state income taxes have been included in the financial statements.

Under Michigan State S-Corporation provisions, state income taxes are also the responsibility of the individual shareholders. Effective January 1, 2021, the State of Michigan created a new flow-through entity tax for S-Corporations and partnerships to allow these flow-through entities to elect to pay the Michigan income tax on the flow-through income at the entity level instead of the individual level. The Company has made this election to pay the flow-through entity tax and has included a provision for state income taxes based on the state individual income tax rate.

The Companies follow the provisions of FASB Accounting Standards Codification (ASC) 740-10 (formerly FASB Interpretation No. 48, *Accounting for Uncertainty in Income Taxes*) that clarifies the accounting for uncertainty in income taxes by prescribing a minimum recognition threshold that a tax benefit is required to meet before being recognized in the financial statements. The amount recognized is subject to estimate and management judgment with respect to likely outcome of each uncertain tax position. The amount that is ultimately sustained for an individual uncertain tax position or for all uncertain tax positions in the aggregate could differ from the amount recognized. Management has completed its evaluation of the impact of uncertain tax positions and is unaware of any tax positions that would require disclosure.

The Company's federal income tax returns are subject to audit. The open tax years are December 31, 2023, 2024, and 2025.

Marketing and Advertising

The Company follows the policy of charging the costs of marketing and advertising to expense as incurred. For the years ended December 31, 2025, 2024 and 2023 marketing and advertising expenses were $236,696, $355,632 and $201,972, respectively.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued.

Use of Estimates

The preparation of financial statement in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Leases

On January 1, 2022, the Company adopted ASU No. 2016-02, *Leases*. Prior to January 1, 2022, the Company recognized lease expense in accordance with FASB ASC Topic 840, *Leases*. Refer to "Recently Adopted Accounting Pronouncements" regarding the adoption impact of ASC Topic 842.

The Company determines if an arrangement is a lease at inception. Right-of-use ("ROU") assets include operating leases. Lease liabilities for operating leases are classified in "short-term lease liabilities" and "long-term lease liabilities" on the balance sheet. ROU assets and related liabilities are recognized at commencement date based on the present value of the lease payments over the lease term. As most leases do not provide an implicit rate, the Company uses the risk-free discount rate based on the U.S. Treasury par yield curve rate available at commencement date, in determining the present value of lease payments. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term. Lease and non-lease components are generally accounted for separately for real estate leases. For non-real estate leases, the Company accounts for the lease and non-lease components as a single lease component.

Subsequent events

Subsequent events have been evaluated through April 20, 2026, which is the date the financial statement was available to be issued.

Recent Accounting Pronouncements

In February 2016, FASB issued ASU No. 2016-02, *Leases* (Topic 842). FASB ASC 842 supersedes the lease requirements in FASB ASC 840. Under FASB ASC 842, lessees are required to recognize assets and liabilities on the balance sheet for most leases and provide enhanced disclosures. The Company adopted FASB ASC 842, with a date of initial application of January 1, 2022, by applying the modified retrospective transition approach and using the additional (and optional) transition method provided by ASU No. 2018-11, *Leases (Topic 842): Targeted Improvements*. The Company did not restate prior comparative periods as presented under FASB ASC 840 and instead evaluated whether a cumulative effect adjustment to retained earnings as of January 1, 2022, was necessary for the cumulative impact of adoption of FASB ASC 842. The Company did not have operating or financing leases with a lease term greater than 12 months at January 1, 2022. Therefore, the adoption of FASB ASC 842 did not impact the results of operations, cash flows, or presentation thereof.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued.

As part of the transition, the Company elected to apply the following package practical expedients: (1) election not to reassess whether any expired or existing contracts are or contain leases, (2) election not to reassess the lease classification for any expired or existing leases, and (3) election not to reassess initial direct costs on any existing leases.

The Company has also elected the following practical expedients: (1) election whereby the lease and nonlease components will not be separated for leases of office space, warehouses, and vehicles and (2) election not to record ROU assets and corresponding lease liabilities for short-term leases with a lease term of 12 months or less, but greater than 1 month. Leases of 1 month or less are not included in short-term lease costs.

NOTE B – REVENUE RECOGNITION

The Company generates all revenues from contracts with franchisees, primarily as a result of the sale of franchise and ongoing royalty fees. For the years ended December 31, 2025, 2024 and 2023, approximately 90%, 75% and 75%, respectively, of the Company's revenue was from royalties received from franchisees; approximately 10%, 25% and 25%, respectively, was from the sale of franchises.

The Company's only source of revenue arises from the operation of the Corporate Cleaning Group business by the Company's franchisees. Franchise rights are granted through a franchise agreement that sets out the terms of the arrangement with the franchisee. The franchise agreement requires that the franchisee remit continuing royalty fees to the Company as a percentage of the applicable franchisee's sales in exchange for the license of the intellectual property associated with the Corporate Cleaning Group's brand (the "franchise right"). The franchise agreements also require certain upfront initial franchise fees upon opening a business and training fees.

Continuing royalty fees represent the substantial majority of the consideration the Company receives under the franchise agreements. Continuing royalty fees are billed and paid monthly and are 6% of gross revenue received from the operation of the franchised business. For franchises beginning after 2021, continuing royalty fees are 5.5% of gross revenue received from the operation of the franchised business and a continuing local marketing fee to cover advertising and marketing targeted to Franchisee's specific markets are 1.5% of gross revenue. Upfront franchise fees are typically billed and paid when a new franchise agreement becomes effective.

Revenue is measured as the amount of consideration expected to be received in exchange for services performed. Because franchisees are invoiced at the time services are performed and the Company's right to consideration is unconditional at that time, the Company does not maintain contract asset balances. As of December 31, 2025, 2024, and 2023, the Company's contract liabilities primarily relate to cash received under initial franchise agreements from the sale of a franchise related to marketing and training that has not yet been delivered and for licensing for which revenue is recognized over time.

NOTE B – REVENUE RECOGNITION – continued.

Changes in the Company's contract liabilities, which are included in "deferred franchise fees" in the Company's balance sheet, are as follows:

	Year Ended December 31, 2025	Year Ended December 31, 2024	Year Ended December 31, 2023
Balance at beginning of period	$ 850,639	$ 767,432	$ 427,660
Increase due to cash received from franchisees	76,750	254,000	396,500
Decreases due to recognition of revenue	(103,463)	(170,793)	(56,728)
Contract liabilities at end of period	$ 823,926	$ 850,639	$ 767,432

The primary performance obligations related to franchised cleaning operations include the license of intellectual property, which provides access to the Corporate Cleaning Group Franchise Systems, LLC brand and proprietary information to operate service over the term of a franchise agreement. Each performance obligation is distinct, and franchisees generally receive and consume the benefits provided by the Companies' performance over the course of the franchise agreement, which is typically 10 - 15 years. Billings and payments occur monthly for the royalty and advertising fees.

In exchange for the license of the Company's intellectual property, franchisees generally remit initial fees upon signing the first and initial franchise agreement and royalties and advertising fees at a contractual rate of the applicable service sales over the term of the franchise agreement. The initial fees upon opening a franchise agreement consist of two separate and distinct performance obligations – initial marketing and training, and licensing. The marketing and training portion of the initial fees are recognized at a point in time as the services are delivered and the licensing portion is recognized over time evenly throughout the term of the franchise agreement. The license provides access to the intellectual property over the term of the franchise agreement and is considered a right-to-access license of symbolic intellectual property as substantially all of its utility is derived from association with the Companies' past and ongoing activities. The license granted to operate each franchise is the predominant item to which the royalties relate and represents a distinct performance obligations which is recognized over time as the underlying sales occur.

Contract Costs

The Company capitalizes the incremental costs of obtaining a franchise agreement with a franchisee if the Company expects to recover those costs. The incremental costs of obtaining a franchise agreement are those that the Company incurs to obtain a franchise agreement with a franchisee that it would not have incurred if the franchise agreement had not been obtained.

Certain sales commissions and broker fees resulting from franchise sales by third-party and affiliate brokers incurred by the Company were determined to be incremental costs to obtain the related franchise agreements. The portion of the sales commissions and broker fees related to the licensing portion of the franchise agreement is deferred at the point of sale. The portion of the sales commissions and broker fees related to the initial marketing and training portion of the franchise agreement is expensed as incurred. The deferred commissions are amortized ratably on

NOTE B – REVENUE RECOGNITION – continued.

a straight-line basis over the initial ten-year franchise agreement term to align with the recognition of the franchise fees. These deferred costs are classified as current deferred commissions or non-current deferred commissions in the accompanying balance sheets based on the timing of when the Company expects to recognize the expense. Total deferred commissions at December 31, 2025, 2024 and 2023 were $520,862, $586,335 and $467,822, respectively. Amortization of sales commissions was $69,973, $64,812 and $39,231 for the years ended December 31, 2025, 2024 and 2023, respectively, which is included in professional services in the schedule of general and administrative expenses in the accompanying statements of income.

NOTE C – BUILDING LEASE

The Company and a related party entered into a three year lease for its operating facility in Livonia, Michigan that expires in December 2025 with an option to extend the lease for three years. The Company is responsible for 48.7% of the monthly payments of $2,683, increasing $0.25 per square footage annually based on preceding years base rent. In May 2025, the Company and a related party extended the lease for three years expiring December 2028. The Company is responsible for 48.7% of the monthly payments of $1,416. Effective January 1, 2022, the Company changed its method of accounting for leases due to the adoption of ASU 2016-02, *Leases* (Topic 842). As of December 31, 2025, the Company's operating lease components with initial or remaining terms in excess of one year were classified on the consolidated balance sheet within right of use assets, short-term lease liability and long-term lease liability.

The components of lease expense included in operating expenses in the statements of operations is as follows:

	2025	2024	2023
Weighted average remaining lease term	3.0 years	1.0 years	2.0 years
Weighted average discount rate	4.90%	7.05%	7.05%

Supplemental cash flow information related to our operating leases is as follows:

	2025	2024	2023
Operating cash outflows from operating leases	16,694	16,142	15,399
ROU assets obtained in exchange for operating leases	47,323	-	43,540

NOTE C – BUILDING LEASE – continued.

Maturities of operating lease liabilities as of December 31, 2025 are as follows:

2026	$	16,993
2027		16,993
2028		16,993
Total lease payments	$	50,979
Less: discount to net present value		(3,656)
Present value of lease liabilities	$	47,323

NOTE D – RELATED PARTY, NOTES PAYABLE, SHORT TERM

As of December 31, 2025, 2024 and 2023, the Company owed $2,297, $2,297 and $15,925 to an officer with ownership. The amounts represent non-interest bearing, short-term working capital advances.

As of December 31, 2025, 2024 and 2023, note receivable in the amount of $0, $0 and $17,000 is due on demand from a related party and does not accrue interest.

As of December 31, 2025, 2024 and 2023, loans payable in the amount of $183,154, $0 and $0 is due on demand to related parties and does not accrue interest.

The Company paid $52,258, $78,453 and $312,387 in management fees, shared, and related party to One Source Cleaning, Inc, an entity of common ownership, during the years ended December 31, 2025, 2024 and 2023, respectively.

NOTE E – INCOME TAXES

The net provision for income taxes for the years ended December 31, 2025, 2024, and 2023 consists of the following:

	2025	2024	2023
Current year provision for state taxes	$ 21,231	$ 4,500	$ 11,000

SUPPLEMENTAL INFORMATION

CORPORATE CLEANING GROUP FRANCHISE SYSTEMS, LLC
GENERAL AND ADMINISTRATIVE EXPENSES
For the years ended December 31,
2025, 2024, 2023

	2025	Percent of Sales	2024	Percent of Sales	2023	Percent of Sales
Marketing and advertising	$ 236,696	13.13 %	$ 355,632	18.89 %	$ 201,972	14.94 %
Bad debt expense	25,696	1.43	-	0.00	-	0.00
Bank and credit card fees	56	0.00	3,925	0.21	4,340	0.32
Dues, fees and subscriptions	11,496	0.64	4,028	0.21	861	0.06
Insurance - health	23,842	1.32	28,975	1.54	-	0.00
Licenses and permits	2,492	0.14	1,252	0.07	6,968	0.52
Meals and entertainment	79,371	4.40	85,010	4.51	38,197	2.83
Office expense	15,177	0.84	21,784	1.16	27,824	2.06
Payroll taxes	44,697	2.48	41,894	2.22	-	0.00
Professional services	145,557	8.08	400,333	21.26	325,377	24.07
Rent	16,093	0.89	16,093	0.85	16,093	1.19
Repairs and maintenance	9,825	0.55	6,570	0.35	4,478	0.33
Travel and conferences	187,845	10.42	168,900	8.97	117,961	8.73
Utilities	2,647	0.15	1,605	0.09	1,550	0.11
Salaries and wages	560,759	31.12	532,325	28.27	-	0.00
Management fees, shared, related parties	52,258	2.90	78,453	4.18	312,387	23.11
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	$ 1,414,507	78.49 %	$ 1,746,779	92.77 %	$ 1,058,008	78.28 %

See Independent Auditor's report.
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EXHIBIT D

CORPORATE CLEANING GROUP OPERATIONS MANUAL

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EXHIBIT E

FRANCHISED OUTLETS

The names, addresses and telephone numbers of our franchisees as of December 31, 2025 are:

Franchisee / Owner	Address	Phone	Territory
Arizona			
NexGen Services, Inc. Owner: Aaron & Cynthia Phillips	3895 E Sierra Madre Ave. Gilbert, AZ 85296	915-356-6843	Mesa
Colorado			
Baartman USA LLC Owner: Craig Baartman	4282 Eldorado Springs Dr. Boulder, CO 80303	803-554-2706	Boulder
Baartman USA LLC Owner: Craig Baartman	4282 Eldorado Springs Dr. Boulder, CO 80303	803-554-2706	Golden
Florida			
Corporate Cleaning Group East Tampa, LLC Owner: Austin Gullett & Tom Mulkins	16057 Tampa Palms Blvd. West #305 Tampa, FL 33647	410-507-1679 / 813-491-1139	East Tampa
Longship Enterprises LLC Owner: Erik Nordgaard	2411 SW 45th Ave Plantation, FL 33317	732-546-1740	Fort Lauderdale North
Corporate Cleaning Group East Tampa, LLC Owner: Austin Gullett & Tom Mulkins	16057 Tampa Palms Blvd. West #305 Tampa, FL 33647	410-507-1679 / 813-491-1139	Palm Coast
Corporate Cleaning Group South, LLC Owner: TJ Yakuber	181 Pioneer Dr. Commerce, MI 48390	248-313-9880	St. Petersburg
Corporate Cleaning Group East Tampa, LLC Owner: Austin Gullett & Tom Mulkins	16057 Tampa Palms Blvd. West #305 Tampa, FL 33647	410-507-1679 / 813-491-1139	West Tampa
Georgia			
NAZAFA USA LLC Owner: Mohamed Ghoneim	1738 Lacebark Elm Way Lawrence, GA 30045	404-451-3583	Alpharetta
Joshua ONE 9 LLC Owner: Josh & Jenny Allison	755 Phil Haven Ln Kennesaw, GA 30512	770-364-6080	Marietta
Michigan			
Corporate Cleaning Group Services, Inc. Owner: TJ Yakuber	4181 Pioneer Dr. Commerce, MI 48390	248-313-9880	Commerce
TNK Commercial Services, LLC Owner: Tom & Kenia Miller	3415 Roger B Chaffee Drive Suite 209 Wyoming, MI 49548	616-560-5855	Grand Rapids
Missouri			
True Investments Inc. Owner: Wael Nasef	402 E. Bannister Rd, Suite A Kansas City, MO 64131	816-656-8700	Columbia
Walz Enterprises, LLC Owner: Nick Walz	PO Box 14034 Kansas City, MO 64152	816-805-5146	North Kansas City
True Investments Inc. Owner: Wael Nasef	402 E. Bannister Rd, Suite A Kansas City, MO 64131	816-656-8700	SE Kansas City
Integrity Business Group, Inc.	3389 S Scenic, Unit A	417-866-1484	Springfield

Franchisee / Owner	Address	Phone	Territory
Owner: Mike & Sherrie Freyer	Springfield, MO 65807		
Yard Work, LLC Owner: Shannon Purvis	3630 Scarlet Oak Blvd. St. Louis, MO 63122	815-703-0131	St. Louis - East
ERA Ventures II, LLC Owner: Michael Brodsky	3630 Scarlet Oak Blvd. St. Louis, MO 63122	314-629-6271	St. Louis - North
ERA Ventures II, LLC Owner: Michael Brodsky	3630 Scarlet Oak Blvd. St. Louis, MO 63122	314-629-6271	St. Louis - South
Yard Work, LLC Owner: Shannon Purvis	3630 Scarlet Oak Blvd. St. Louis, MO 63122	815-703-0131	St. Louis - West
North Carolina			
Allen Avenue Properties, LLC Owner: Richard Hermann & Elizabeth Holum	516 River Hwy Bldg. D-254 Mooresville, NC 28117	314-853-3171	Charlotte
Queen City Corporate Cleaning, Inc. Owner: Tom Tymann	7020 Clover Hill Rd. Indian Trail, NC 28079	516-903-0429	Charlotte SE
Triad Cleaning Group, Inc. Owner: Chuck Windham	PO Box 16240 High Point, NC 27261	336-354-3291	Greensboro
MJ Prime Services LLC Owner: Leonor & Marco	8480 Honeycutt Road Suite 200 #371 Raleigh, NC 27615	919-308-1162 / 919-985-0779	Raleigh
New Jersey			
Iram Cleaning Services LLC Owner: Madjalia Seynou & Adama Ilboudo	50 Harrington St Bergenfield, NJ 07621	646-593-3944	Hackensack
New York			
NM Square, Inc. Owner: Neil Codner	80 W. Sunrise Highway Box 1219 Valley Stream, NY 11581	646-872-8036	Gold Coast
Oregon			
TJ Earnest Enterprises LLC Owner: Ty Earnest	11652 Warbler Lane NE Aurora, OR 97002	503-277-9566	Salem
Pennsylvania			
Cella Commercial Services, Inc. Owner: Robert Cella	PO Box 325 Blue Bell, PA 19422	610-213-7857	Montgomery County
South Carolina			
TNT Clean, LLC Owner: Tom & Tina Bradford	102 Forest Trl. Isle of Palms, SC 29451	(843) 739-5007	Charleston
CK Collective Solutions, LLC Owner: Corey & Kelsi Laisy	9804 Thornridge Dr. Indian Trail, NC 28079	270-307-2101	Columbia
Tennessee			
BufordOP LLC Owner: Deja & Perrin Buford	1937 Belle Arbor Drive Nashville, TN 37207	931-401-8041	East Nashville
Cornett Company, LLC Owner: Daniel Cornett	223 Town Center Pkwy #1444 Spring Hill, TN 37174	615-809-1643	South Nashville
Texas			
Dallas Star Services, LLC Owner: Jose Jimenez & Claudia Valdez	2602 Wildcreek Trail Keller, TX 76248	469-883-5710 / 945-214-5231	Arlington
Neogenix Innovations, LLC Owner: Kat & Jarod Whipple	21623 High Drive Lago Vista, TX 78645	562-728-3168	Austin NW

Franchisee / Owner	Address	Phone	Territory
Neogenix Innovations, LLC Owner: Kat & Jarod Whipple	21623 High Drive Lago Vista, TX 78645	562-728-3168	Austin Round Rock
Neogenix Innovations, LLC Owner: Kat & Jarod Whipple	21623 High Drive Lago Vista, TX 78645	562-728-3168	Austin South
Diamond Brothers LLC Owner: Brian Woods	3245 Main Street Ste 235-353 Frisco, TX 75034	972-400-7877	Frisco
Dallas Star Services, LLC Owner: Jose Jimenez & Claudia Valdez	2602 Wildcreek Trail Keller, TX 76248	469-883-5710 / 945-214-5231	Grapevine
Clean Katy LLC Owner: Lee Crain	1371 Country Place Dr. Houston, TX 77079	281-394-0020	Katy
TJN Group, Inc. Owner: Tom & Janice Nork	20770 US Highway 281 North Suite 108-444 San Antonio, TX 78258	954-410-0842	San Antonio North
TJN Group, Inc. Owner: Tom & Janice Nork	20770 US Highway 281 North Suite 108-444 San Antonio, TX 78258	954-410-0842	San Antonio South
White Rhino Holdings, Inc. Owner: Brett & Alex Hanson	609 Macy Drive Troy, TX 76579	808-221-4416	Waco
A Phoenix Project, LLC Owner: Kevin & Jaqulyn Carter	46 Whetstone Ridge Ct. The Woodlands, TX 77382	346-273-8586	Woodlands
Utah			
JK & S Janitorial Services, LLC Owner: Joe Hollingshead	4218 W 5050 S Roy, UT 84067	509-329-8242	Roy

The names, addresses and telephone numbers of our former franchisees as of December 31, 2025 are:

Franchisee / Owner	Address	Phone	Territory
Dean Cleaning Services LLC Owner: Corey Dean	6212 N State Road 7 #206 Coconut Creek, FL 33073	813-323-0810	Boca Raton
D&M Family Ventures, LLC Owner: Deryl McElreath	5731 Willow Lane Dallas, TX 75230	404-617-2933	North Dallas

Includes anyone who ceased operations or transferred ownership during 2025)

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

EXHIBIT F

CORPORATE CLEANING GROUP ACKNOWLEDGEMENT STATEMENT

Acknowledgement of the truthfulness of the statements below are an inducement for the Franchisor to enter into a Franchise Agreement. Notify Franchisor immediately, prior to acknowledgment, if any statement below is incomplete or incorrect.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee (or developer) in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational, and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

_____
Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

_____
Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations, and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

_____
Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

_____
Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

_____
Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation, or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

_____
Initial

7. Franchisee acknowledges that it has received the Corporate Cleaning Group® Franchise Systems LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

_____
Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants, and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

_____
Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

_____
Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

_____
Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not

warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

_____
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE CORPORATE CLEANING GROUP® FRANCHISE SYSTEMS LLC AND ANY OF THE ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE.

_____
Initial

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

Date:_____

PRINCIPAL:

_____

_____
(Print Name)

Date: _____

PRINCIPAL:

_____

_____
(Print Name)

Date: _____

EXHIBIT G

STATE ADDENDA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

Illinois law shall apply to and govern the Franchise Agreement.

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations , and franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisee's right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law is void.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

AMENDMENT TO THE CORPORATE CLEANING GROUP® FRANCHISE SYSTEMS LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the "Act"), which govern the attached Franchise Agreement (the "Franchise Agreement"), the parties thereto agree as follows:

1. To the extent of any inconsistences, the Franchise Agreement is hereby amended to further state:

"Section 4 of the Act provides that no franchisee shall be required to litigate any cause of action, with the exception of arbitration proceedings, arising under the Franchise Agreement or the Act outside of the State of Illinois."

2. Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations , and franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

3. To the extent of any inconsistences, the Franchise Agreement is hereby amended to further state:

"Illinois law governs the terms of this Franchise Agreement."

4. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

"Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Act, or any other Illinois law is void."

5. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

"Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act."

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

-Remainder of Page Intentionally Blank-

The parties hereto have duly executed this Illinois Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

Corporate Cleaning Group® Franchise Systems LLC

By:_____

_____,_____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE INDIANA FRANCHISE DISCLOSURE LAW AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT

The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. §§ 1 - 51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-2-2.7 (1985) (collectively referred to as the "Acts"). To the extent that (a) the jurisdictional requirements of the Acts are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

(a) To the extent the Franchise Agreement contains provisions allowing the establishment of franchisor-owned outlets that are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(2), the requirements of this section of the Indiana Act will control.

(b) The franchisor may not make any substantial modification of the Franchise Agreement without the franchisee's written consent.

(c) To the extent any provision regarding renewal or termination of the Franchise Agreement is inconsistent with the Indiana Deceptive Franchise Practices Act §§ 23-2-2.7(7) and (8), the provisions of these sections of the Indiana Act will control.

(d) Any requirement in the Franchise Agreement that requires the franchisee to prospectively assent to a release, assignment, novation, waiver or estoppel shall not relieve any person from liability arising under the Acts.

(e) To the extent the covenants not to compete upon expiration or termination of the Franchise Agreement are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(9), the provisions of this section of the Indiana Act will control.

(f) To the extent that any provision of the Franchise Agreement would be deemed unenforceable pursuant to the Indiana Deceptive Franchise Practices Act § 23-2-2.7(10), as this section of the Indiana Act is interpreted and applied, such provision of the Franchise Agreement shall be so deleted therefrom.

(g) No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA

The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Item 6, Non-Sufficient Funds Fee, is amended to state:

Pursuant to Minn. Stat. § 604.113, the Non-Sufficient Funds Fee is $30.00 per occurrence.

2. Item 17 is amended to state:

(a) Minn. Stat. § 80C.21 and Minnesota Rules § 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in this Franchise Disclosure Document or agreement(s) shall abrogate or reduce (1) any of your rights as provided for in Minn. Stat. Chapter 80C or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(b) In accordance with Minn. Stat. § 80C.14 subd. 3-5, except in certain specified cases, we will give you 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Additionally, we will not unreasonably withhold our consent to a transfer of your Franchised Business.

(c) In accordance with Minnesota Rules 2860.4400(D), we cannot require you to assent to a general release.

(d) In accordance with Minnesota Rules 2860.4400(J), we cannot require you to consent to liquidated damages.

(e) Minn. Stat. § 80C.17 subd. 5 requires that an action be commenced pursuant to the Franchise Act within three (3) years after the cause of action accrues.

(f) You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rules 2860.4400(J),

(g) Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

(h) No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with this franchise.

AMENDMENT TO THE
CORPORATE CLEANING GROUP FRANCHISE SYSTEMS LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Statutes Chapter 80C, the parties to the attached Corporate Cleaning Group Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee's assent to a release other than as part of a voluntary settlement of disputes. To the extent of any inconsistencies with the Minnesota Rules requirement contained in Sections 5.2.5 or 16.3.6 of the Franchise Agreement, such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, Section 5.1.1 of the Franchise Agreement is hereby amended to state:

> "Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 4, Franchisor will give Franchisee 180 days' notice for non-renewal of the Franchise Agreement."

3. To the extent of any inconsistencies, Section 6.4 of the Franchise Agreement is hereby amended to state that the non-sufficient funds fee is Thirty Dollars ($30.00) per occurrence.

4. To the extent of any inconsistencies, Sections 17.1 through 17.3 of the Franchise Agreement are hereby amended to state:

> "Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 3, Franchisor will give Franchisee 90 days notice of termination (with 60 days to cure)".

5. To the extent of any inconsistencies, Article 20, Dispute Resolution, of the Franchise Agreement is hereby amended to state:

> "Franchisor cannot require Franchisee to: (i) conduct litigation outside Minnesota, (ii) waive a jury trial, or (iii) consent to liquidated damages, termination penalties or judgment notes. Nothing in this Franchise Agreement shall abrogate or reduce (1) any of Franchisee's rights as provided for in Minn. Stat. Chapter 80C or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief."

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes Chapter 80C are met independently without reference to this Amendment.

7. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with this franchise.

The parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

[FRANCHISOR ENTITY]

By:_____

_____,_____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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 SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS 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 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.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NEW YORK RIDER TO CORPORATE CLEANING GROUP FRANCHISE SYSTEMS LLC FRANCHISE AGREEMENT

THIS RIDER TO THE FRANCHISE AGREEMENT FOR NEW YORK ("Rider") is entered into by and between Corporate Cleaning Group Franchise Systems LLC, a[n] Michigan limited liability company, with its principal office at 39201 Schoolcraft Road Suite B12 Livonia, Michigan 48150 ("we," "us" or "our") and _____ _____ ("you" or "your"), whose principal business address is _____ _____.

WHEREAS, we and you have entered into a certain Franchise Agreement dated ___ _____ which grants you the right to operate a Corporate Cleaning Group franchise (the "Franchise Agreement");

WHEREAS, you are domiciled in New York and the Corporate Cleaning Group franchise will be located in New York, and/or any of the offering or sales activity relating to the Franchise Agreement occurred in the State of New York; and

WHEREAS, in recognition of the requirements of the General Business Law of the State of New York, Article 33, Sections 680-695, we and you desire to amend certain terms of the Franchise Agreement in accordance with the terms and conditions contained in this Rider.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Franchise Agreement and this Rider and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we and you agree as follows:

1. Sections 5.2.5 and 16.3.6 of the Franchise Agreement are amended by adding the following language to each Section:

> However, to the extent required by applicable law, notwithstanding the signing of a General Release, 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.

2. Section 16.1.1 of the Franchise Agreement is amended by adding the following language to this Section:

> However, to the extent required by applicable law, Franchisor will not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform the Franchisor's obligations under the Franchise Agreement, in Franchisor's good faith judgment.

3. Section 20.3 of the Franchise Agreement is amended by adding the following language:

> New York Law governs any cause of action which arises under the New York General Business Law, Article 33, Sections 680-695. The provisions of this Franchise Agreement shall not be deemed a waiver of any rights conferred upon Franchisee by Article 33 of the General Business Law of

the State of New York and the regulations issued thereunder.

4. In the event of any conflict between a provision of the Franchise Agreement and this Rider, the provision of this Rider shall control. All terms which are capitalized in this Rider and not otherwise defined, will have the meanings given to them in the Franchise Agreement. Except as amended by this Rider, the Franchise Agreement is unmodified and in full force and effect in accordance with its terms.

5. Each provision of this Rider will be effective only to the extent that the jurisdictional requirements of the New York General Business Law, Article 33, Sections 680-695 are met independent of this Rider.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The parties hereto have duly executed this New York Rider to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

Corporate Cleaning Group Franchise Systems LLC

By:_____

_____,_____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO THE
CORPORATE CLEANING GROUP® FRANCHISE SYSTEMS LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, the Franchise Disclosure Document of Corporate Cleaning Group® Franchise Systems LLC ("we," "us," or "our") for use in the State of Rhode Island shall be amended to include the following:

1. Items 17v. and 17w., under the provisions entitled "Choice of law" and "Choice of forum," shall be supplemented with the following language:

> However, you may sue us in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. Item 17 shall be supplemented by the addition of the following language at the end of Item 17:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum to the Disclosure Document.

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AMENDMENT TO THE
CORPORATE CLEANING GROUP® FRANCHISE SYSTEMS LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, the parties to the attached Corporate Cleaning Group® Franchise Systems LLC Franchise Agreement (the "Franchise Agreement") agree as follows:

1. The following language shall be added at the end of Section 20.3 of the Franchise Agreement:

> Notwithstanding the above, Rhode Island franchisees are permitted to bring a lawsuit in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Amendment.

-Remainder of Page Intentionally Blank-

The parties hereto have duly executed this Rhode Island Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

Corporate Cleaning Group® Franchise Systems LLC

By:_____

_____,_____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from $97,240 to $146,700. This amount exceeds the franchisor's stockholder's equity as of December 31, 2025, which is $404,355.

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to the terms of this chapter shall be governed by the laws of the Commonwealth of Virginia. Any provision of the Franchise Agreement that designates a different governing law shall not apply to franchisees located in Virginia.

To the extent that any provision of the Franchise Agreement or the Franchise Disclosure Document conflicts with the Virginia Retail Franchising Act, § 13.1-557 et seq. of the Code of Virginia, the requirements of the Act shall control. These amendments are effective for all franchise agreements offered or entered into on or after July 1, 2026.

The following statements are added to Item 17.h.

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
>
> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

The following statements are added to Item 17.r:

> Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. Any post-termination or post-expiration covenant not to compete or similar restriction contained in the Franchise Agreement shall not apply to franchisees located in Virginia to the extent such restriction prohibits the franchisee from engaging in the business of offering, selling, or distributing goods or services at retail.

Item 17.t is amended to read as follows:

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations

or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

The following statements are added to Item 17.w:

Notwithstanding the foregoing, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

State	Effective Date
Illinois	Pending
Indiana	Pending
Maryland	Pending
Minnesota	Pending
New York	Pending
Rhode Island	Pending
Virginia	Pending
Wisconsin	Pending

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 H
RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Corporate Cleaning Group® Franchise Systems LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York 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 Corporate Cleaning Group® Franchise Systems LLC 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, DC 20580 and to your state authority listed on Exhibit A.

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

Devin Dollar 39201 Schoolcraft Road, Suite B12 Livonia, MI 48150 (734) 522 -1144	Len Yakuber 39201 Schoolcraft Road, Suite B12 Livonia, MI 48150 (734) 522 -1144	Andrea Lilly 39201 Schoolcraft Road, Suite B12 Livonia, MI 48150 (734) 522 -1144		

Issuance Date: April 28, 2026

I received a Disclosure Document dated April 28, 2026 that included the following Exhibits:

EXHIBIT A: List of State Franchise Administrators and Agents for Service of Process
EXHIBIT B: Franchise Agreement
EXHIBIT C: Financial Statements
EXHIBIT D: Operations Manual Table of Contents
EXHIBIT E: Franchised Outlets
EXHIBIT F: Franchisee Acknowledgement Statement
EXHIBIT G: State Addenda
EXHIBIT H: Receipts

Date Received:_____ DATE:_____
(If other than date signed)

_____
(Signature of recipient)

_____
(Printed name of recipient)

_____

_____
Legal residence address

KEEP FOR YOUR RECORDS

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RECEIPT

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EXHIBIT H: Receipts

Date Received:_____ DATE:_____
(If other than date signed)

_____
(Signature of recipient)

_____
(Printed name of recipient)

_____

_____
Legal residence address

Please return signed receipt to Corporate Cleaning Group® Franchise Systems LLC,
Andrea Lilly
39201 Schoolcraft Road, Suite B12
Livonia, Michigan 48150