FRANCHISE DISCLOSURE DOCUMENT

Weaver Holdings, L.L.C.,
(A Kentucky limited liability company)
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We offer a franchise to operate a Corvus® commercial janitorial cleaning business that will provide comprehensive commercial cleaning and maintenance services to customers we source and that you elect to accept, as well as customers you develop.

The total investment necessary to begin operation of a "Corvus" franchise is $6,380.00 to $38,071.35, depending on the size of the cleaning package that you choose. This includes an estimated $4,425 to $28,750.00 that you must pay to us or our affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document**. You may wish to receive your disclosure document in electronic format. To discuss the availability of disclosures in this format, contact Ryan Patrick 307 Townepark Circle, Louisville, Kentucky 40243 (502) 493-8900).
The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

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

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

- The issuance date of this franchise disclosure document is August 5, 2025 As Amended January 6, 2026.

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:

QUESTIONS	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 D 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 WEAVER HOLDINGS, L.L.C. 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 WEAVER HOLDINGS, L.L.C. 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 Exhibits F and G.

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

Special Risks to Consider About This Franchise

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

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

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.

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WEAVER HOLDINGS, L.L.C.
FRANCHISE DISCLOSURE DOCUMENT

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this franchise disclosure document, "we," "us" or "Corvus" means Weaver Holdings, L.L.C. "You" means the corporation, limited liability company or other entity that buys the franchise.

The Franchisor, Its Parents, Predecessors and Affiliates

Weaver Holdings, L.L.C. is the franchisor. We conduct business under the names "Corvus," "Corvus Janitorial Systems," "Corvus of Kentucky," "Corvus of Evansville," Corvus of Lexington," "Corvus of Louisville," and "Weaver Holdings, L.L.C." We do not conduct business under any other name. Our principal business address is 307 Townepark Circle, Louisville, Kentucky 40243. Our other business address is 1795 Alysheba Way Suite 1004, Lexington, Kentucky 40509. We are a Kentucky limited liability company that was formed on May 23, 2002. We operate our business under a master franchise agreement (the "Master Franchise Agreement") with Corvus Holdings LLC ("Holdings"). We have not offered franchises in any other line of business. We first began offering franchises in August 2002 and have offered Corvus franchises since January 2011.

We have several affiliates which operate under the "Corvus" name. These affiliates are described below.

Our affiliate BBI Holdings, LLC, is an Indiana limited liability company that was formed on December 15, 2008. Its principal business address is 5619 West 74 Street, Indianapolis, Indiana 46278. It offers Corvus franchises in the Indianapolis metropolitan area. BBI Holdings, LLC has offered franchises since April 2009, and has offered Corvus franchises since January of 2011.

Our affiliate CJNC Holdings, LLC is a Kentucky limited liability company that was formed on January 24, 2012. Its principal business address is 3834 Generosity Court Suite 104 Garner, North Carolina 27529. CJNC Holdings, LLC offers Corvus franchises in the Raleigh/Durham metropolitan area. CJNC Holdings, LLC has offered Corvus franchises since July 2012.

Our affiliate CJFL Holdings, LLC is a Florida limited liability company that was formed on December 4, 2019. Its principal business address is 2221 Lee Rd., Suite 25, Winter Park, Florida 32789. CJFL Holdings, LLC offers Corvus franchises in the Orlando, Florida metropolitan area. CJFL Holdings, LLC began offering Corvus franchises on March 2, 2020 after acquiring the assets of Corvus of Orlando LLC on February 1, 2020.

Our affiliate CJTN Holdings, LLC is a Kentucky limited liability company that was formed on June 1, 2022. Its principal business address is 9041 Executive Park Dr., Suite 250, Office #17, Knoxville, TN 37923. CJTN Holdings, LLC offers Corvus franchises in the Knoxville, Tennessee metropolitan area. CJTN Holdings, LLC has offered Corvus franchises since August 8, 2022.

Holdings is a Delaware limited liability company that was formed on December 15, 2008. Its principal business address is 310 Quail Ridge Drive, Westmont, Illinois 60559. Holdings has a master franchise program under which it grants master franchisees the right within certain territories to offer franchises to

operate a Corvus-branded commercial cleaning and maintenance business of the same kind that you will operate.

Holdings' parent is Fullerton Investors LLC ("Fullerton"), an Illinois limited liability company that was formed on November 8, 2007. Its principal business address is 310 Quail Ridge Drive, Westmont, Illinois 60559. Fullerton is controlled by Justin S. Douglas, Chief Executive Officer.

The following entities are affiliates of Holdings or Fullerton:

Name and State of Incorporation	Business Address	Date Formed	Selling Franchises Since
Corvus of Cleveland LLC an Arkansas limited liability company	23550 Center Ridge Road, Suite 104 Westlake, Ohio 44145	04/20/21	05/2021
Corvus of Denver LLC a Delaware limited liability company	2020 South Oneida Street, Suite 201 Denver, Colorado 80224	12/10/08	02/2009
Corvus of Jacksonville LLC a Delaware limited liability company	1700 Wells Road, Suite 25 Orange Park, Florida 32073	04/21/09	04/2009
Corvus of Nashville LLC an Arkansas limited liability company	711 Hill Avenue Nashville, Tennessee 37210	07/21/20	09/2020
Corvus of New Orleans LLC a Delaware limited liability company	2332 Severn Avenue, Suite 200 Metairie, Louisiana 70001	02/17/09	08/2009
Douglas Ventures, LLC[1] a Colorado limited liability company	310 Quail Ridge Drive Westmont, Illinois 60559	07/07/03	12/2003
Reardon Management LLC[1] an Illinois limited liability company	10220 West Markham Street, Suite 210 Little Rock, Arkansas 72205	11/19/07	12/2007

[1] Douglas Ventures, LLC, and Reardon Management, LLC, previously operated under agreements with Bonus of America, Inc., a Texas corporation, which granted them the right to operate, subfranchise and administer franchised janitorial cleaning businesses similar to the franchises offered under this disclosure document under different trademarks. Douglas Ventures began offering franchises under the agreement with Bonus of America in Illinois in December 2003 and in Missouri in March 2005. Reardon began offering franchises under the agreement with Bonus of America in December 2007. Both companies' agreements with Bonus of America terminated on August 6, 2010, and they no longer have any affiliation with Bonus of America.

Our Franchise Program

Under the Master Franchise Agreement and related licensing arrangements with Holdings, we serve as the Corvus franchisor for these counties; Bourbon, Bullitt, Clark, Fayette, Henderson, Jefferson, Jessamine, Madison, Oldham, Scott, Shelby, Trimble, Webster, and Woodford in Kentucky and the counties of Clark, Floyd, Gibson, Harrison, Posey, Vanderburgh, and Warrick in Indiana.

As a franchisor, we grant franchises to entities for the right to provide commercial cleaning and maintenance services under the name "Corvus" and other proprietary marks, trade names, service marks and logos that we develop (collectively, the "Marks"). We procure customer accounts on behalf of our franchisees through consultative meetings with potential customers where we solicit business through our proprietary contract procurement methodology (the "Corvus System"). We obtain customer accounts and then offer you the right to service these customer accounts in turn. Although we do not place universal competitive restrictions on our franchisees, a franchisee may use the Marks and the Corvus System only in connection with the provision of commercial, industrial, institutional and residential cleaning and maintenance services to customers that we procure on the behalf of our franchisees. As an ancillary part of our business, we sell cleaning supplies and equipment; however, franchisees are not required to make any purchases from us. The type of services your franchised business will be offered the right to provide include carpet cleaning, hard floor care, trash disposal, window washing, wall cleaning, general office cleaning and other specialty cleaning services in various industries on a daily, weekly or monthly schedule selected by the customer. You are not granted an exclusive territory. Any customer accounts that we offer you the right to service, we will own and we will conduct all billing and some related administrative functions in relation to such accounts. Your franchise agreement will identify the area in which the customer accounts that we may offer you the right to service will be located. We have the right to offer other franchisees the right to provide service to customer accounts in the same area. The service fees and specifications of the individual customer account contracts that we obtain and offer them the right to service, are based on the demands, requirements and expectations of the specific customer from whom we solicit the customer account contract. The franchise offered is a part-time concept primarily intended for franchisees with previous experience in the cleaning and maintenance industry. The franchise offered is not intended to provide your primary source of income.

The commercial cleaning and maintenance industry is highly competitive. We employ a consultative sales approach to procure customer account contracts pursuant to which we provide a prospective customer with quotes for the services they wish to receive or are already receiving from competing service providers. We have no control over our customers' preferences.

When providing services as a franchisee, you will use the methods and procedures that we developed under the Corvus System, including, but not limited to, those relating to quality control, customer service, and your business operating systems, and you will operate using the Marks. We will provide certain services to support your operations, including marketing, accounting, billing and collection support. As a franchisee, we will offer you, within a specified time period, the opportunity to provide services under commercial cleaning and maintenance contracts owned by us with varying amounts of gross monthly billings. Our base package includes gross monthly billings of $1,000 and is referred to as the "Base Corvus Package." You may elect to service customer accounts with monthly billings in excess of the Base Corvus Package billings. The amount of the initial franchise fee you pay will depend on the size of the Corvus package you choose (See Item 5). If you decide to accept the opportunity to service cleaning and maintenance contracts with billings above the Base Corvus Package (the "Initial Extra Corvus Business Package") you must pay an additional cash fee (the "Initial Extra Corvus Business Package Fee") at the time of your initial purchase.

We also offer a package (the "Corvus Value Package"), which includes gross monthly billings of $1,000 at a reduced initial fee. See Items 5 and 6 of this franchise disclosure document for a complete list of fees and charges that apply to a Corvus franchise.

We refer to the amount of the cumulative gross billings under customer contracts that we initially will offer you as the "Total Initial Corvus Business Package." The initial period during which we are required to offer you customer accounts having gross monthly billings equal to the Total Initial Corvus Business Package is referred to as the "Initial Offering Period." We will replace the customer accounts included in the Total Initial Corvus Business Package if a customer account cancels during the first twelve (12) months of service as long as the cancellation does not result from your poor performance.

In addition to the Total Initial Corvus Business Package that you select, we may offer you the opportunity to service additional cleaning and maintenance contracts during the term of the franchise agreement. You are not required to take on any additional business, nor are we required to offer it to you. If we do offer you the opportunity to service additional customer accounts (the "Additional Customer Accounts"), you must pay a finder's fee (the "Finder's Fee") based on the additional gross monthly billings that we offer and you accept (See Item 6) We will partially or fully replace any Additional Customer Accounts if a customer account is terminated during the first six (6) months of service after you begin servicing the account as long as the termination does not result from your poor performance and you have complied with our customer service procedures. We will not replace customer accounts that are terminated because of your poor performance, such as because you missed or rescheduled a cleaning appointment or because the customer was not satisfied with the cleaning services you provided. We may elect to finance all or a portion of the Finder's Fee, but we are not required to do so.

Although you will be performing commercial cleaning and maintenance services on behalf of designated customer accounts, the contracts under which you will be performing services will belong to us, and you will not have ownership rights or legal obligations to the customers, nor will they have any legal obligation to pay you, under those contracts unless we assign them to you, which it is not our general practice to do. Many of our franchisees have previous experience in the commercial cleaning and maintenance industry. All franchisees undergo an initial orientation for us to evaluate their level of expertise, teach them the Corvus System, and provide them with any additional training we determine they may require to fulfill the requirements of customer contracts. You must complete your initial orientation as a Corvus franchisee before we will authorize you to begin servicing customer accounts. The Initial Offering Period will not begin until you have completed your initial orientation to our satisfaction.

In the event that a court determines, or a governmental agency adopts a formal rule, that in our good faith determination means that our business model makes us a joint employer of either you or your employees, then we reserve the right to restructure and revise our business model embodied in the Corvus System and make corresponding changes in the Corvus Manual(s) to avoid that status, while retaining the economic benefits and burdens of the business model to the extent possible.

Agent for Service of Process

Our agent for service of process in Kentucky is Chad Weaver. The principal business address of our agent for service of process is 307 Townepark Circle, Louisville, Kentucky 40243. Additional agents for service of process are listed on Exhibit F of the disclosure document.

The Market; Competition

Your franchise will provide commercial cleaning and maintenance services to commercial, industrial, institutional and residential customers. You will be competing with national and local businesses and individuals offering janitorial and maintenance services, and if you choose to independently provide these services, you will be competing with yourself. The market for commercial cleaning services is developed in some areas and developing in others, depending on the existing businesses and economic conditions in the particular area. There is a high level of competition in the commercial cleaning and maintenance industry, and we are subject to the demands of our customers.

Applicable Regulations

Although there are no specific regulations that regulate the operation of a franchise that do not have general applicability, the operation of your business must comply with applicable environmental and health and safety laws and regulations, including, but not limited to, the Occupational Safety and Health Act of 1970, the Fair Labor Standards Act, all other applicable federal and state laws and regulations related to labor/employment practice and immigration, and the laws concerning the proper storage, handling and disposal of cleaning fluids and other products used in connection with the business. You should investigate whether there are regulations and requirements that may apply in the specific geographic area in which you are interested in locating your franchise and you should consider both their effect and the cost of compliance.

ITEM 2
BUSINESS EXPERIENCE

President – Chadrick R. Weaver

Our President is Chad Weaver who has served as our President since our inception. Mr. Weaver served as the President of J.C.C.W. Enterprises, L.L.C. from January 2003, to when it dissolved in July, 2011. He has also served as President of CRW Holdings, LLC since August 2012. Mr. Weaver is also the President of CJNC Holdings, LLC since its inception in May of 2012, Co-President of BBI Holdings, LLC since December 2008, President of CJFL Holdings, LLC since February 2020 and Chief Executive Officer of CJTN Holdings, LLC since August 2022. During these periods, Mr. Weaver has been principally located in Louisville, Kentucky.

Regional Director, Louisville Division – Ryan Patrick

Our Regional Director for the Louisville Division is Ryan Patrick. Mr. Patrick has served as our Regional Director since August 2007. Mr. Patrick is also serving as the Senior Director of CJNC Holdings, LLC since May of 2023, Senior Director of CJFL Holdings, LLC since May 2023, and President of CJTN Holdings, LLC since its inception in August 2022. During this period, Mr. Patrick has been principally located in Louisville, Kentucky.

Regional Director, Lexington Division – Clint Smith

Clint Smith became our Regional Director for the Lexington Division in February 2012. Mr. Smith was our former Executive Sales Associate from June 2010 to February 2012. Mr. Smith also served in a variety of capacities with Texas Roadhouse in Lexington, Kentucky from 2001 to 2010.

Director of Operations, Louisville Division – Eric Coy

Our Director of Operations is Eric Coy. Mr. Coy joined Corvus Janitorial in April of 2015. He serves as Director of Operations for the Louisville and surrounding areas and Regional Director of CJNC Holdings, LLC. Mr. Coy previously worked for Ryerson, Inc. in Shelbyville, Kentucky as Machine Operator and Safety Coordinator from 2005 to March 2015.

Sales Manager, Louisville Division – Aaron Shader

Our Louisville Sales Manager is Aaron Shader. Mr. Shader joined Corvus Janitorial in February 2021 and served as the Operation Manager for Louisville as well as the surrounding counties until January 2025. Mr. Shader previously worked for Ryerson, Inc. in Shelbyville, KY as an operations manager from 2004-2021.

Director of Operations, Lexington Division- Wes Furnish

Our Director of Operations for the Lexington area is Wes Furnish. Mr. Furnish has served as our Director of Operations since May 2014. Mr. Furnish served as the Assistant Manager with Lids Sports Group from February 2014 to May 2014. Mr. Furnish also served as the Senior Marketing Manager for Blue 15 Marketing in Lexington, KY from August 2013 to February 2014. Prior to that he was the Regional Operations Director for Global Fitness Holdings in Lexington, KY from 2002 to 2013.

Operations Manager, Lexington Division - Maria Fernanda Pena Dominguez

Our Lexington Account manager is Maria Fernanda Pena Dominguez. Ms. Dominguez joined Corvus in November 2025. Previously she served as Senior Account Manger for the East Coast at PF Staffing from 2024 -2025 in Nicholasville, KY. Prior to this, she served as an Account Manager for the same company after graduating in Berea, Kentucky from Berea College in 2022.

Administrative Assistant – Melissa Showalter

Melissa Showalter is our Administrative Assistant and is responsible for signing new franchisees. She started at Weaver Holdings L.L.C. in October 2022 doing inside Sales and was promoted to Administrative Assistant. Previously she worked at Kentucky Farm Bureau in Louisville, KY as a Customer Service Representative in 2022. Prior to that she worked at Jefferson County Public Schools in Louisville, KY as a Bookkeeper from 2019 to 2022.

Holdings Management Information:

Chief Executive Officer – Justin Douglas

Justin Douglas has served as the Manager, Chief Executive Officer, or Co-Chief Executive Officer of Holdings since its inception in December 2008.

OCCUPATION DURING LAST 5 YEARS AND PRIOR:

2018 to present:	Corvus Holdings LLC; Chicago, Illinois; Co-Chief Executive Officer, Manager
2008 to 2018:	Corvus Holdings LLC; Chicago, Illinois; Chief Executive Officer, Manager
2013 to present	Douglas Ventures, LLC; Chicago, Illinois; Co-Chief Executive Officer, Manager
2003 to 2013:	Douglas Ventures, LLC; Chicago, Illinois; Chief Executive Officer, Manager

2007 to present:	Reardon Management, LLC; Chicago, Illinois; Chief Executive Officer, Manager
2009 to present:	Corvus of Denver LLC; Chicago, Illinois; Chief Executive Officer, Manager
2009 to present:	Corvus of Jacksonville LLC; Chicago, Illinois; Chief Executive Officer, Manager
2009 to present:	Corvus of New Orleans LLC; Chicago, Illinois; Chief Executive Officer, Manager
2020 to present:	Corvus of Nashville LLC; Chicago, Illinois; Co-Chief Executive Officer
2021 to present	Corvus of Cleveland LLC; Chicago, Illinois; Co-Chief Executive Officer, Manager
2009 to 2020:	Corvus of Orlando LLC; Chicago, Illinois; Chief Executive Officer, Manager
2009 to 2014:	Corvus of California LLC; Chicago, Illinois; Chief Executive Officer, Manager
2009 to 2013:	Corvus of Omaha LLC; Chicago, Illinois; Chief Executive Officer, Manager

Co-Chief Executive Officer- Brennen Randquist

Brennen Randquist has served as the President or Co-Chief Executive Officer of Holdings since 2011.

OCCUPATION DURING LAST 5 YEARS AND PRIOR:

2018 to present	Corvus Holdings LLC; Westlake, Ohio; Co-Chief Executive Officer
2011 to 2018:	Corvus Holdings LLC; Chicago, Illinois; President
2013 to present:	Douglas Ventures, LLC; Westlake, Ohio; Co-Chief Executive Officer
2011 to 2013:	Douglas Ventures, LLC; Chicago, Illinois; Chief Operating Officer
2020 to present:	Corvus of Nashville LLC; Westlake, Ohio; Co-Chief Executive Officer
2021 to present:	Corvus of Cleveland LLC; Westlake, Ohio; Co-Chief Executive Officer

President - Tanja LeMotte

Tanja LeMotte has served as the President of Holdings since 2020.

OCCUPATION DURING LAST 5 YEARS AND PRIOR:

2020 to present:	Corvus Holdings LLC; Chicago, Illinois; President
2016 to 2020:	Corvus Holdings LLC: Chicago, Illinois; Vice President

ITEM 3
LITIGATION

We have no litigation required to be disclosed in this disclosure document.

The following are prior actions for Holdings or Fullerton:

Anika Meade v Corvus Of Charlotte LLC, General Court Of Justice District Court Division – Small Claims, Mecklenburg County, North Carolina, Case No. 14-CVM-13423. On or about June 5, 2015, a small claims lawsuit was filed by a franchisee against our affiliate, Corvus of Charlotte, alleging breach of contract in connection with the Franchise Agreement. On July 23, 2015 Corvus of Charlotte filed an answer and counterclaim, alleging the franchisee breached a promissory note executed in connection with the franchise

purchase. On July 28, 2015, the franchisee and Corvus of Charlotte dismissed their claims without prejudice.

Other than the preceding matter, no litigation is required to be disclosed in this Item for us, our affiliates or any other person identified in Item 2 above.

Neither we, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. §78a *et seq*.) suspending or expelling such person from membership in that association or exchange.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

All franchisees (except as provided below) must pay the Base Franchise Fee for the right to become a Corvus Franchisee. In addition, if a franchisee elects to service customer accounts procured by us on the franchisee's behalf having gross monthly billings in excess of the Base Corvus Package (that is, in excess of $1,000 of gross monthly billings), a franchisee must pay an Initial Extra Corvus Business Package Fee based on the size of the cleaning package that is selected. The Initial Extra Corvus Business Package Fee is equal to 2.5 times the additional gross monthly billings of commercial cleaning and maintenance contracts that you elect to service. As a result, if you elect to service a Total Initial Corvus Business Package having gross monthly billings equal to $2,000, your initial franchise fee will be equal to $6,500 to $9,750, which is equal to a Base Franchise Fee of $4,000 to $7,250 and an Initial Extra Corvus Business Package Fee of $2,500. You must pay the entire Base Franchise Fee and any Initial Extra Corvus Business Package Fee at the time that you sign your franchise agreement, unless you elect to finance a portion of the Base Franchise Fee. See Item 10 below for information on financing options that are available. We have negotiated different initial franchise fees in the past to accommodate special circumstances and may make similar accommodations to other franchisees in the future. All fees are non-refundable.

Franchisees may also purchase the Corvus Value Package for $2,000 to $4,850. If you purchase the Corvus Value Package, we will offer you the opportunity to service customer accounts which we procure on your behalf having gross monthly billings equal to $1,000. You must pay the Corvus Value Package Fee at the time that you sign your franchise agreement, and we will not finance the Corvus Value Package Fee. If you elect to purchase the Corvus Value Package, you will initially not be able to receive cleaning and maintenance contracts with gross monthly billings in excess of the Corvus Value Package.

This table illustrates the initial fees that you will be required to pay us, depending on the type and initial size of the Corvus package that you select:

Size of Total Initial Corvus Business Package	Initial Fee		Minimum Down Payment
	Low	High	
$1,000 gross monthly billings	$2,000	$4,850	$2,000 - $4,850
$1,000 gross monthly billings	$4,000	$7,250	$250
$1,500 gross monthly billings	$5,250	$8,500	$1,500
$2,000 gross monthly billings	$6,500	$9,750	$2,750
$3,000 gross monthly billings	$9,000	$12,250	$5,250
$4,000 gross monthly billings	$11,500	$14,750	$7,750
$5,000 gross monthly billings	$14,000	$17,250	$10,250

- We describe these Corvus business packages in terms of the total gross monthly dollar volume of business that we are obligated to offer you.

The length of time that you will retain this business will depend on a variety of factors, the most important of which is the quality of your services as we and the customers you service determine, and the degree to which you fulfill our customers' demands and specifications. The size of the Corvus business package that you elect to service is not an indication of how much money you will net each month from your franchise. References to "gross revenue" in this franchise disclosure document refer to the total amount remitted by customers before the deduction of any fees or other expenses.

In addition to the payment of the fees described above, you will need to purchase certain supplies and equipment before starting operations. The cost of these supplies and equipment will range from $225 to $4,000 and can be purchased from us or directly from an approved supplier, or you may use equipment that you already own (except for certain supplies) subject to our approval.

We may not have an inventory of customer accounts available to offer you the dollar volume of your Total Initial Corvus Business Package on the date that you sign your franchise agreement. We are not required to offer you customer accounts meeting the total monthly billings of your Total Initial Corvus Business Package until the expiration of the Initial Offering Period. The length of the Initial Offering Period will vary depending on the size of the Corvus business package that you select. If we are unable to offer you commercial cleaning contracts having gross monthly billings equal to the size of the Corvus business package that you have selected, we will refund to you a pro rata portion of the fees paid by you within thirty (30) days after the expiration of the Initial Offering Period. The Initial Offering Period will not begin until you have completed the initial orientation program. The Initial Offering Period will be suspended during any period that you are required to undergo retraining as a result of your failure to meet the cleaning specifications our customers demand or for other reasons. Customers require that your services are performed to our high standards of quality and workmanship.

You are required to purchase certain supplies from us, and buy certain specified equipment from us or an authorized third party vendor, before you begin operating. The supplies required to be purchased from us includes a field office starter kit of cleaning supplies and equipment that you must purchase from us with approximate costs of $350.00. This must be paid prior to being assigned contracts. The additional

equipment required, as is outlined in the Equipment Sales and Security Agreement referenced in Exhibit B, also must be purchased from us or an authorized third party vendor before being assigned contracts.

ITEM 6
OTHER FEES

Below is a table summarizing the other fees or charges (that is, in addition to the Base Franchise Fee, the Initial Extra Corvus Business Package Fee and the Corvus Value Package Fee, as applicable) that you may be required to pay as our franchisee. Please read the table together with the notes that follow it.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty Fee	10% of Gross Revenue per month (Note 2)	Deducted on the 10th day of each month (Note 3)	The fee is for your use of the Marks and the Corvus System.
Accounting Fee	10% of Gross Revenue per month	Deducted on the 10th day of each month	This fee is for performing customer billing and other administrative services.
Finder's Fee	Initially 3.5 times the gross monthly contract billing amount of the Additional Customer Account. Upon 30 day advance notice(s) to you, the Finder's Fee may be increased in one or more increments up to 5 times the gross monthly contract billing amount of the Additional Customer Account.	Upon acceptance of Additional Customer Account	This fee is payable if you accept new cleaning and maintenance customer accounts during the term of the franchise agreement. You are never under any obligation to accept any additional contracts from us.
Special Cleaning Engagement Fee	20% of the Gross Revenue derived from the special engagement	Deducted on the 10th day of the month following the performance of the services	If you accept a special cleaning assignment that is a one-time or limited duration engagement, the Special Cleaning Engagement Fee would apply.
Documentation Fee (Note 4)	$50 per day	On demand by us	This fee accrues if business records are not provided within three (3) business days of our demand.
Re-Keying Fee (Note 5)	$100 plus costs and expenses	On demand by us	If you fail to timely deliver keys, alarm codes or other security devices after you are no longer servicing a customer account, you must pay this fee and the related costs and expenses as determined by the customer.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Customer Remediation Fee	$50 per hour	On demand by us	If we are required to provide direct efforts to remedy any deficiency in the services you provided as a result of a Service Default, you must pay us a fee in the amount of $50 per man-hour for our efforts to remediate each such deficiency.
Renewal Fee	10% of the current Base Franchise Fee at the time of renewal.	At the time of renewal	You must pay this fee when you renew your franchise.
Assignment Fee	Up to $2,000	At the time of assignment	You must pay this fee if you elect to assign or transfer your franchise agreement.
Marketing and Technology Fund Fee	We currently do not collect a marketing and technology fund fee. We may contractually however, upon a thirty day (30) notice, initiate this fund up to a maximum of 1% of gross revenue	The marketing and Technology Fund fee, if implemented, will be deducted on the 10th day of each month	We reserve the right to decide the amount, nature and where expenditures are made.
Financing Fees (Note 6)	Variable, depending on the amount financed	Deducted on the 10th day of each month that an amount remains outstanding	You are not obligated to finance any portion of the fees you are required to pay. If you elect to do so, financing fees will apply. See Item 10 for details.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Insurance Charge (Note 7)	Variable, depending on your Gross Revenue	Deducted on the 10th day of each month that you elect to participate in the Corvus insurance program	Participation in the Corvus insurance program is optional. If you obtain insurance outside of the Corvus program, you will be required to use the designated insurance broker and responsible for making payments as and when they are required.
Debranding Fee	3 times the average monthly value of the contract business you have the right to service during the six months prior to debranding, plus reimbursement of obligations due.	At the time you give notice of termination.	You must pay this fee if you elect to debrand your franchise agreement.
Attorneys' Fees and Expenses	Will vary under the circumstances	As incurred	Payable if you fail to comply with the franchise agreement and we are required to enforce it.
Governmental Authority Costs	Will vary under the circumstances	As incurred	Payable if we are compelled to make payments on your behalf to any governmental authority as a result of your operation of your franchise.
Audit Fees	Cost and expense of the audit	As incurred	If an audit reveals that you have not complied with the franchise agreement, you will immediately pay the costs and expenses of the audit.
Indemnification Costs	All identifiable claims	As incurred	You are solely responsible and must indemnify us and hold us harmless from all losses, damages, claims or demands arising from your operation of your franchise.
Transfer Fee	$50.00 per hour	On demand by us or deducted on the 10th day of each month	If we transfer a customer account that you have elected to no longer service or lost due to non-performance, you must pay this administrative fee and Corvus time to reimburse us for the material, time and effort required for us to effect the transfer.

Notes:

1. All fees and expenses described in this Item 6 are nonrefundable, we uniformly impose all the fees and expenses listed except in extraordinary circumstances, and they are payable to us. All fees, expenses

and other charges referred to in this Item 6 may be deducted by us from money received from the customer accounts that you service.

Except as specifically stated in this Item 6, the amounts given may be subject to increases based on changes in market conditions, our cost of providing services and future policy changes. We currently have no plans to increase fees or expenses but reserve the right to do so as necessary in our sole discretion.

2. "Gross Revenue" is defined as all revenue derived from a customer account related to or derived from the provision of any cleaning or maintenance service, or from the sale, leasing or distribution of related supplies and equipment in connection with the servicing of customer accounts by you or otherwise performed for your benefit or the benefit of your principals, guarantors, spouses, subsidiaries or affiliates. For the avoidance of doubt, Gross Revenue is specifically not a net amount calculated after the deduction of fees, taxes or any expenses.

3. We bill and collect all Customer Account receivables generated by customers assigned to you. We cumulate payments and make a cash disbursement to you on or about the tenth day of each month of your collected billings less the amount of franchise fees and when implemented, the Marketing and Technology Fund fees you owe us on those collected billings, and any other amounts you may owe us. If you sign a Receivables Advance Promissory Note, we will advance to you with the cash disbursement a loan in the amount of the accrued, unpaid billings for the preceding month. We repay the loan and pay the franchise fees and Marketing and Technology Fund fees related to the billings on your behalf when the customer pays them. If the billings are not paid within 90 days, we may charge back 80% to be collected from your next monthly cash disbursement, pay the related franchise fees, and suspend further loans until the overdue billings are paid by the customer. See Item 10, Section 10.2 of the Sublicense Agreement and the Receivables Advance Promissory Note.

4. We have the right, but not the obligation, to inspect your business records to ensure that you are complying with the franchise agreement. If you fail to furnish us with access to or copies of your business records within three (3) business days of a request, you will pay us a fee of $50 for every day that we do not have access to or copies of the business records that we have requested.

5. If, for any reason, you are no longer servicing a customer account, you must promptly return all customer property, including, but not limited to, all keys, alarm codes, key cards badges and security codes, and otherwise cooperate with us to successfully transition the right to service such customer account or minimize any disruption resulting from the termination. If you do not promptly return all keys, badges and other security items, you must pay a $100 charge (and we will still have all other rights under the franchise agreement). In addition, you will be responsible for paying the costs associated with re-keying the customer's facility or taking other measures to restrict further access to the facility.

6. You are not required to finance any portion of the Base Franchise Fee or any Finder's Fee that you may be required to pay. If you choose to finance a portion of the Base Franchise Fee or the Finder's Fee, you must pay us back the principal and also interest on the amount you have financed. You may also elect to finance the purchase of equipment through us. If you do so, interest will also be payable on the portion of the equipment purchase price that you elect to finance. See Item 10 for details of the financing that we provide.

7. Before beginning to operate your franchise, you will need to demonstrate that you have insurance meeting the requirements of the franchise agreement. You are not required to purchase insurance through us. We do not act as an insurance producer, agent, or broker, and you may procure your own insurance through the insurance broker we specify. See Item 7 (Note 6) and Item 8 for information on the insurance coverage that you are required to maintain. We may adjust these limits from time to time based in part on market rates, which we have no control over.

   If you choose not to purchase insurance through the programs that we sponsor, you must provide us with certificates of insurance evidencing that you have complied with the Corvus insurance requirements. We, as well as Holdings, must be named as additional insured on your insurance policy.

   If you participate in the insurance programs that we sponsor, the cost to you will depend on your monthly Gross Revenue and will be determined as a percentage of Gross Revenue that we specify. The current charge for participation in the Corvus insurance programs varies from time to time as a certain percentage of Gross Revenue. The rates that we charge for participation in the Corvus insurance programs may be higher than what you would pay if you obtained the insurance on your own from the insurance broker we designate to provide insurance coverage.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

The table below sets forth an estimate of the costs that you will be required to incur to begin operating as our franchisee. Please read the table together with the notes that follow it.

Type Of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
Form an LLC, or a Corporation, or Other Entity (Note 1)	$125 to $500	As required	Before signing of Franchise Agreement	Kentucky Secretary of State
Base Franchise Fee (Note 2)	$4,000 to $7,250	At least $250 in immediately available funds; the remainder may be financed by us	At signing of franchise agreement	Us
Initial Extra Corvus Business Package Fee (Note 3)	$0 to $12,500	Cash	At signing of franchise agreement	Us
Accounting and Legal Fees	$100 to $500	As required	As incurred	Your accountant and/or attorney
Real Estate (Note 4)	$0 to $3,000	As required under your lease	As required under your lease	Your landlord

Type Of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
Equipment and Cleaning Supplies (Note 5)	$225 to $4,000	Lump sum or installment	Before opening	Us or third-party suppliers
Cell Phone (Note 6)	$50 to $100	As required by your plan with third party	Before opening	Third-party supplier
Printer/Scanner (Note 6)	$100 to $400	As required by third party	Before opening	Third-party supplier
Internet Access for Scanner (Note 6)	$30 to $150	As required by your plan with third party	Before opening	Third-party supplier
Business Checking Account (Note 6)	$0-$150	As required	As required	Your bank
Driver's License (Note 7)	$0 to $21.35	As required	At signing of franchise agreement	Governmental authorities
Business Licenses, Assumed Name Filings and Permits (Note 8)	$50 to $500	As required	As incurred	Governmental authorities
Insurance (Note 9)	$200 to $5,000	As required by third parties	As required by third parties	Us or designated third-party insurance broker
Additional Funds (3 months) (Note 10)	$1,500 to $4,000	As incurred	As incurred	Employees, third-party suppliers and tax authorities
TOTAL (Note 11)	$ 6,330 to $38,071.35			

Notes:

1. You must form an LLC, corporation or other business entity prior to purchasing a franchise.

2. You must pay at least $250 of the Base Franchise Fee (as further described in Item 5) at the time you sign your franchise agreement. You may elect to finance all or part of the remainder of the Base Franchise Fee, as explained in Item 10 and we will provide financing for that fee. If you select only the Base Corvus Package, we will offer you the right to service commercial cleaning and maintenance engagements having gross monthly billings of $1,000. You may instead elect to purchase the Corvus Value Package for the Corvus Value Package Fee of $2,000 to $4,850 (as further described in Item 5). You must pay the Corvus Value Package Fee at the time that you sign your franchise agreement. We will not finance the Corvus Value Package Fee.

3. You are not required to select a package in excess of the Base Corvus Package. If you select a Corvus Business Package in excess of the Base Corvus Package, you must pay us an Initial Extra Corvus

Business Package Fee that is 2.5 times the incremental gross customer billings that you have elected to service. You pay the Initial Extra Corvus Business Package Fee when you sign your franchise agreement. Your estimated initial investment could be higher than illustrated in the above chart if you elect to service a Total Initial Corvus Business Package with gross monthly billings in excess of $5,000.

4. There is no requirement that you lease or purchase any real estate for your franchise. Many of our franchisees operate from offices in their homes and conduct business from there. We do not encourage our franchisees to lease office space. However, if you wish to have an office outside of your home, then you will incur additional up-front and on-going costs, such as monthly rent, the amount of any security deposits and any build-outs. Those costs will depend on such factors as the size, condition and location of the premises. If you operate an independent commercial cleaning and maintenance business, you must segregate the records relating to your franchise from any other records.

5. You must purchase or possess the equipment and supplies identified in our proprietary operating manual(s) (the "Corvus Manual(s)"), a table of contents of which is attached as Exhibit C to this franchise disclosure document, to begin operating as our franchisee, or as we otherwise may direct. The cost of the equipment that you must purchase or possess will depend on the type of the customer accounts that you elect to service. If you are acquiring certain types of equipment (for example, floor polishers), we will offer financing for your purchase we describe in Item 10. You will be required to purchase approved uniforms for all employees and contractors servicing customer accounts. You will be provided with two uniforms at no additional charge when you pay your initial fee. We do not require you to purchase or lease any special vehicle for transportation of equipment to the job site. If you currently own or lease a personal vehicle, that vehicle may be appropriate for the transportation required to service your designated customer accounts. In many cases, your supplies and equipment will remain at the customer account site and will require no special transportation. Your personal vehicle will not be covered by the insurance programs sponsored by Corvus. You will be responsible for the fuel, maintenance and other costs of your vehicle.

6. You will also need a mobile telephone so that we may reach you, at all times by voice. In addition, you will need a computer with functioning email, printer and scanner in order to receive and send documents that require your signature. You will also be required to open a business checking account for your franchise with a bank or other lending institution.

7. You must obtain and keep current a Valid Driver's License.

8. You must obtain and keep current all proper business licenses and permits from the state and the municipalities in which you perform services, if required.

9. The estimate in the table above is for the first three (3) months of insurance premiums. You must obtain and maintain in full force and effect during the term of the franchise agreement insurance policies affording coverage that we specify, including any minimum coverage amounts that we specify. The terms we currently require include the following:

    - Janitorial bonding/crime insurance with a general aggregate limit of $100,000; employee dishonesty and off-premises theft of customer's property, conviction clause required; third party coverage;

    - Comprehensive general liability insurance (to include blanket contractual liability and broad form property damage) coverage of at least $1,000,000 per occurrence, and $2,000,000 general

aggregate; Care, Custody, and Control coverage of at least $5,000, Extended Property Damage with a limit of $300,000; Lost Key coverage in the amount of $25,000 per occurrence; Limited Pollution coverage with a limit of $300,000; Deductible per occurrence (not per claim); Blanket Additional Insured as required by customer contracts; Primary/non-contributory additional insured as required by customer contracts; waiver of subrogation as required by customer contracts; Separate Aggregate away from premises per location;

- Umbrella coverage of at least $5,000,000;

- Hired and non-owned automobile coverage with a combined single limit of at least $1,000,000; and must also include owned if your vehicle is owned by your company; and

- Workers' compensation coverage for owners, officers, and employees of franchise entity with a waiver of subrogation as required by contracts with customers.

- Employer Liability limits of $1,000,000 per accident (bodily injury by accident); $1,000,000 per policy limit (bodily injury by disease policy limit); $1,000,000 per employee (bodily injury by disease – each employee); waiver of subrogation as required by contracts with customers (if applicable in state).

All insurance policies must provide 30 days' notice of cancellation, termination or non-renewal to us and Holdings and list both entities as additional insured. You should consult your own agent as to adequate limits and lines of coverage. This is not intended as advice as to your insurance program, but is a minimum for the franchise agreement. Along with complying to the specified minimum insurance requirements, you must facilitate and support any and all communication between Franchisor and your insurance broker. There must be written approval from the insurance broker that all minimum insurance requirements are being met.

10. This item estimates your other start-up expenses. These expenses include payroll costs and the cost of a payroll service (which you are encouraged to use). You will need additional funds for expenditures during the start-up phase of your business to the extent that these are not covered by your initial revenues. The start-up phase, for purposes of this table, is the three (3) month period after you begin servicing your first customer account. The principal component of the additional costs consists of payroll costs. If you have no employees during the start-up phase, you will not have payroll costs, but you may still have obligations to the United States Department of Labor, the Internal Revenue Service and similar state and local agencies.

11. The figures in the above table are estimates. We cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on such factors as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for cleaning and maintenance services; the prevailing wage rate; competition; and the Gross Revenue that you generate during the initial period.

You should review these figures carefully with a business advisor before making any decision to purchase the franchise. Of the fees referred to above, only the Base Franchise Fee, the Initial Extra Corvus Business Package Fee and the Corvus Value Package Fee are refundable under limited circumstances. Specifically, if we are unable to offer you customer accounts having gross monthly billings in an amount equal to the Total Initial Corvus Business Package that you have selected, we will refund to you a prorated portion of

the Base Franchise Fee, the Initial Extra Corvus Business Package Fee or the Corvus Value Package Fee, as applicable, within thirty (30) days after the expiration of the Initial Offering Period.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Quality control and uniformity of service delivery standards are important components of any successful franchise. In order to achieve our high standards of service, we require you to use proper cleaning agents, supplies and equipment.

Purchases of Supplies, Equipment and Insurance

Due to quality considerations, you must use supplies and equipment meeting the specifications of the Corvus Manual(s) or as we otherwise direct. You may use any brand of commercial cleaning supplies provided they are approved by both the respective customer and us. You must also purchase insurance and janitorial bonding meeting our requirements, which include the terms described in Item 7 (Note 8) of this franchise disclosure document. These specifications have been established in order to provide uniformity within the Corvus System, and our specifications and criteria are available to our franchisees. These specifications are established to provide standards for performance, durability, design and appearance. We may change the specifications related to the equipment and supplies by modifying the Corvus Manual(s). We may change the insurance and bonding requirements applicable to your franchise based on our assessment of market practice, and we will give you thirty (30) days after written notice of the changes to comply with the changes. Some customer accounts may have additional specifications related to supplies, equipment, insurance, and bonding that you may be required to satisfy at your cost.

You may purchase supplies and equipment directly from us or you may purchase them directly from approved vendors. Likewise, you may purchase insurance through programs that we sponsor, or acquire insurance directly from a designated third party insurance broker. None of our officers, directors, shareholders or members, or any of their affiliates, has an ownership interest in any of our approved suppliers or insurance providers.

If you choose to purchase insurance outside of the insurance programs that we offer, you must add us and Holdings as additional insured. You may not use the same insurance program for your franchise that you use for any other business you operate, including any independent commercial cleaning and maintenance business. You must provide us with an insurance certificate with proof of insurance prior to performing services as our franchisee and promptly during the term at our request. If you fail to provide us proof of insurance as required, in addition to any other rights that we have, we will have the right to purchase the insurance on your behalf and enroll you in the insurance programs that we offer, and you must reimburse us for the cost of insuring you retroactively for any periods during which you failed to maintain your own insurance coverage. You must cooperate to provide insurance application information as and when needed to obtain such coverage. We will be allowed to deduct any insurance premiums that we pay on your behalf from amounts that we receive from the customer accounts that you service.

If you would like to purchase supplies and equipment from vendors who have not been approved by us, you will be required to submit a written request for our approval. Upon receipt, we will assess the request based on our performance criteria, such as cleaning efficiency, safety, ease of application and durability, and notify you of our decision within thirty (30) days of receipt of your request. We will compare the alternative supplies/equipment for which you may request approval against the comparable items that we

have already approved. We do not charge a fee for this service. We may later revoke our approval. If we do so, we will provide you with written notice, which we may make by changing the Corvus Manual(s), and you must stop purchasing any disapproved products or equipment or stop purchasing items from a disapproved supplier. You must cease using any chemical or other item upon demand from the customers you service. We will make the criteria for evaluating the suppliers we use available to franchisees. We will generally provide our specifications to approved suppliers upon request, but we have no obligation to make the standards and specifications that we deem confidential available.

We intend to use our purchasing power in an effort to negotiate arrangements with some suppliers for your benefit. We may or may not be able to obtain a discount from these suppliers. We may charge a markup if you purchase these supplies from us. You are not obligated to purchase any goods, supplies, fixtures, equipment, inventory or insurance coverage for your business from us. Generally, we will not charge franchisees a markup on the purchase of equipment and supplies that is in excess of 143% of our cost. We reserve the right to collect and retain certain rebates, credits, monies, payments and benefits offered to us or to our affiliates by suppliers based upon your purchases of products and other goods and services. We or an affiliate may charge suppliers a fee as a percentage of franchisee purchases. We currently do not have any such arrangements in effect.

Proportion of Required Purchases/Leases to All Purchases/Leases

For the fiscal year ended December 31, 2024, our revenues from franchisee's required purchases of Start Up Kit Equipment and Uniforms were $46,911.68, or .00538% of our total revenues of $8,902,094.42. Required purchases are estimated to make up 5% to 10.5% of a franchisee's total initial investment and 2.5% to 5% of a franchisee's annual operating expenses.

None of our officers owns an interest in any other companies that are vendors or suppliers to our franchisees.

We do not provide material benefits to you based upon your use of designated or approved sources.

Computer Equipment

You must have access to a personal computer or hand held device, such as a PDA with email capabilities, and a cell phone. You must provide us with your email address and cell phone number. We do not require that you have a particular type of computer, PDA or cell phone so long as you may both send and receive emails and make and accept cell phone calls reliably and securely. You will be responsible for all costs associated with these devices.

Cooperatives

We do not have any purchasing or distribution cooperatives.

Assumed Names

You may not operate your franchise under the same assumed, corporate or legal name under which you operate an independent janitorial services business unrelated to us. You must comply with our instructions regarding filing and maintaining any assumed name or fictitious name registration.

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 FRANCHISE DISCLOSURE DOCUMENT.

Obligation	Section in Franchise Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Not applicable	Not applicable
(b) Pre-opening purchases/leases	Not applicable	Not applicable
(c) Site development and other pre-opening requirements	Not applicable	Not applicable
(d) Initial and ongoing training	Sections 7.1 and 9.2	Item 11
(e) Opening	Not applicable	Not applicable
(f) Fees	Sections 6.1 to 6.4, 6.6 to 6.9, 7.6, 7.8, 8.3, 8.5, and 12.4	Items 5 and 6
(g) Compliance with standards and policies/operating manual(s)	Sections 4.1, 7.2, and 7.5	Item 11
(h) Trademarks and proprietary information	Sections 4.1 to 4.3, and 4.5	Items 13 and 14
(i) Restrictions on products/services offered	Sections 7.2, 7.5, and 13.1 to 13.3	Item 16
(j) Warranty and customer service requirements	Sections 4.1, 7.2, 7.4 to 7.6, and 8.3	Item 11
(k) Territorial development and sales quotas	Not applicable	Not applicable
(l) Ongoing product/service purchases	Sections 5.4, 5.9, 6.4, 7.2, 7.4, and 7.5	Items 1, 6, 7 and 8
(m) Maintenance, appearance and remodeling requirements	Not applicable	Not applicable
(n) Insurance	Sections 12.2 to 12.5	Items 6, 7 and 8
(o) Advertising	Not applicable	Not applicable
(p) Indemnification	Section 12.1	Item 6
(q) Owner's participation/ management/staffing	Section 7.4	Item 15
(r) Records and reports	Sections 5.8 and 7.7	Item 6
(s) Inspections and audits	Sections 3.1, 5.8, 7.5 and 7.7	Item 17
(t) Transfer	Sections 5.7, 6.8, 8.2, 8.4, 14.1, 14.2 and 14.3	Item 17
(u) Renewal	Section 11.1	Item 17

Obligation	Section in Franchise Agreement	Disclosure Document Item
(v) Post-termination obligations	Sections 11.6, 12.1, and 13.1 to 13.3	Item 17
(w) Non-competition covenants	Sections 13.1 to 13.3	Item 17
(x) Dispute resolution	Sections 15.11 to 15.21	Item 17
(y) Other (personal guarantee)	Section 6.9 and Exhibit "B"	Item 15

ITEM 10
FINANCING

We may, but are not required to, offer financial assistance directly or indirectly to you. We do not guarantee any notes, leases or obligations that you may enter into.

Below is a table that illustrates the financing that we currently offer to our franchisees in connection with the purchase and operation of a franchise. Please read the table together with the notes that follow it.

SUMMARY OF FINANCING OFFERED

Item Financed	Source of	Down Payment	Amount Financed	Term (Years)	Interest Rate	Monthly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss of Legal
Base Franchise Fee (Note 1)	Us	At least $250	$3,750 to $7,000	24 months	12% per annum	24 equal monthly installments	None	Related party guaranty (Note 2)	Default interest at 15% on amounts past due; also, acceleration of amounts due (Note 3)	None
Finder's Fee (Note 4)	Us	As agreed	No limit	As agreed	Not to exceed 12% per annum	Monthly payment will vary	None	Related party guaranty (Note 2)	Default interest at 15% on amounts past due; also acceleration of amounts due (Note 3)	None
Equipment Purchases	Us	As agreed	As agreed	As agreed	Not to exceed 15% per annum	Monthly payment will vary	None	Security Interest in Equipment Purchased	Acceleration of amounts due (Note 3)	None

Item Financed	Source of	Down Payment	Amount Financed	Term (Years)	Interest Rate	Monthly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss of Legal
Receivable Advance Promissory Note (Note 5)	Us	None	Advances in the amount of unpaid Customer Accounts on the 10th day of each month; Advances may total up to $60,000	Ten years, with renewal options; each Advance is financed for 90 days' interest free will not renew unless you renew the franchise	No interest for the first 90 days. The simple interest at the lesser of 18% per annum or the highest rate allowed by law is due	Customer Account collections are applied to the related Advance; If an Advance is not repaid within 90 days, Advances may stop until overdue Advances are repaid	None	Related party guaranty	Acceleration of amounts due	None

Notes:

1. You may elect to finance up to $7,000 of the Base Franchise Fee over a twenty-four (24) month period at a rate equal to the lower of 12% per annum or the maximum rate permitted by applicable law. The payments on the financed amount are to be paid in equal, sequential, monthly installments unless you and we agree to a different schedule. These payments are due and payable by the tenth (10th) day of each month. There is no prepayment penalty. To obtain this financing, you will be required to sign a promissory note in the form set out in Exhibit A to the franchise agreement, which authorizes us to deduct any financing payments from amounts that we collect from customers that you service. We will not finance the Corvus Value Package Fee.

2. To obtain financing from us, we may require any of your direct or indirect owners, your subsidiaries or affiliates, or your spouse to sign a guaranty in the form attached as Exhibit B to the franchise agreement. For equipment purchases, we will retain title to the purchased equipment until you have made all required payments under the Equipment Sales and Security Agreement.

3. If you, fail to make payments when due, all amounts under a promissory note, or Equipment Sales and Security Agreement you will be subject to additional default interest rate of the lower of 15% per annum or the maximum rate permitted by an applicable law on all past due amounts, and we will be entitled to require the immediate payment of all amounts outstanding if you do not make the payment within fifteen (15) days of your receipt of notice of the default. Failure to promptly pay all amounts outstanding under a promissory note or Equipment Sales and Security Agreement within the fifteen

(15) day grace period also gives us the right to terminate your franchise agreement. If we incur attorneys' fees and expenses in collecting from you, you must reimburse us for these amounts.

4. You must pay a Finder's Fee if you elect to accept the right to service additional customer accounts offered to you during the term of the franchise agreement. The Finder's Fee is equal to 3.5 times the additional gross monthly billings offered to you. We may, but are not obligated, to finance the Finder's Fee. The rate and term applicable to any financing of a Finder's Fee will be as mutually agreed, provided that the rate will not exceed the lower of 12% per annum or the maximum rate allowed by applicable law. There is no prepayment penalty. To obtain this financing, you will be required to sign a promissory note in the form set out in Exhibit A to the franchise agreement, except that the rate and the term set out in the promissory note will be as agreed by the parties. To acknowledge your acceptance of Additional Customer Accounts, you will be required to sign an Additional Customer Account Acceptance in the form set out in Exhibit C to the franchise agreement.

5. If you sign a Receivables Advance Promissory Note in the principal amount of $60,000, we will advance to you a loan in the amount you are due from Customer Account receivables accruing during the month that remain unpaid on the tenth day of the following month. This Note is a revolving credit note under which you borrow and repay principal. You assign your rights to that customer account amount to us, and when paid by the customer, the amount paid is credited against your loan balance. There is no interest charged on these advances as long as we receive the customer account payment, or we apply another customer account payment to the Note balance, or you repay the advance within 90 days after the advance. If any advance is outstanding more than 90 days, then we will cease making new advances until the overdue advance plus interest is repaid or credited. We retain, and you grant to us a security interest in your Customer Account receivables to secure your obligations to us. The Note is for a term of three years, at which time we will evaluate whether to continue this practice and renew or replace the Note, or we will cease offering this financing and not offer to renew or replace the Note.

The promissory note does not require you to waive all defenses or legal rights, but, as described above, it does permit us to accelerate all amounts due upon your default (at the expiration of any applicable cure period) without further demand or notice.

If financing is permitted, it is not our general practice to sell, assign or discount to a third party all or part of the promissory note or Equipment Sales and Security Agreement, as the case may be, but we reserve the right to do so in the future.

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

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

Pre-Opening Assistance

Before you begin operating your business, we will do the following:

1. Offer you an initial orientation course at a mutually convenient time at our location or that of a customer account in your non-exclusive territory. We do not charge for initial orientation, but you must pay for

any compensation, insurance, travel and living expenses of those who attend. The nature of the orientation is described in greater detail below (Franchise Agreement, Section 9.2(a)).

2. Designate the non-exclusive territory in which you may be offered the opportunity to service customer accounts (Franchise Agreement, Section 1).

3. If you have selected the Base Corvus Package, within the Initial Offering Period, attempt to offer you opening customer accounts that you have contracted for the right to service that have cumulative initial gross monthly billings of at least $1,000 (Franchise Agreement, Section 5.1).

4. Within the Initial Offering Period, attempt to offer you the additional customer accounts that you have contracted for the right to service (Franchise Agreement, Section 5.2).

5. If you have selected the Corvus Value Package, within the Initial Offering Period, attempt to offer you opening customer accounts that you have contracted for the right to service that have cumulative initial gross monthly billings of $1,000 (Franchise Agreement, Section 5.3).

6. License you to the use of the Marks and all other names, marks or logos as we may determine (Franchise Agreement, Section 4.1).

7. Provide you with a copy of the Corvus Manual(s) furnished by us to our franchisees. The table of contents to the Corvus Manual is set out in Exhibit C to this franchise disclosure document (Franchise Agreement, Section 7.2).

The typical time period between the date that a franchisee signs a franchise agreement and the date on which a franchisee first begins servicing customer accounts is 15 to 100 days; depending on the size of the initial business package the franchisee purchases. To be eligible to begin servicing customer accounts, Franchisee's business entity must have opened a business checking account, complete the initial orientation, arrange for insurance meeting our requirements and purchase any equipment necessary to service the customer accounts that you have elected to service. The time period may be longer if you do not promptly undergo and complete the initial orientation.

Post-Opening Assistance

During the operation of the franchised business, we may perform the services identified below for your benefit. We discuss some of these items in greater detail following the enumerated list.

1. We may offer you the opportunity to purchase additional contract business (Franchise Agreement, Section 5.4).

2. We may provide you with additional training that introduces new methods and certification requirements (Franchise Agreement, Section 9.2(b)).

3. We may replace the right to service the first $1,000 of any customer accounts that you contracted for at the date of your franchise agreement that are lost through no fault of yours during the first twelve (12) months following the date that you first performed services for the customer account, subject to certain conditions (Franchise Agreement, Section 5.8).

4. We may partially or fully replace the right to service any customer accounts over the first $1,000 worth of customer accounts you contracted for at the date of your franchise agreement that are lost through no fault of yours during the first six (6) months following the date that you first performed services for the customer account in accordance with the amount of time you have been providing service to the customer account subject to certain conditions (Franchise Agreement, Section 5.8).

5. We will perform all billing for services and supplies provided by you to customer accounts (Franchise Agreement, Section 9.3(a)).

6. We will prepare and distribute monthly revenue statements to you (Franchise Agreement, Section 9.3(b)).

7. We will determine pricing for all of the proposed client contracts we may offer you the right to service, prepare all bid proposals, and determine and approve the terms and conditions of each customer account contract (Franchise Agreement, Section 9.4).

8. We will update the Corvus Manual(s) to reflect modifications to our policies, procedures and methods of operation (Franchise Agreement, Section 7.2).

9. We will pay you on or after the tenth (10th) day of each month unless the tenth (10th) falls on a weekend or holiday, you will then be paid the following business day the amount that is reflected as owed to you in the monthly revenue statement (Franchise Agreement, Section 10.2).

10. We will assist in the collection of all amounts that are due and payable from customers that have been serviced by you (Franchise Agreement, Section 9.3(a)).

11. We will afford you the opportunity to participate in the insurance programs that we sponsor for our franchisees (Franchise Agreement, Sections 12.2 and 12.3).

The Initial Offering Period

The Initial Offering Period will establish a time period with you during which we must offer you the right to service cleaning and maintenance engagements having gross monthly billings in an amount equal to the Total Initial Corvus Business Package that you have selected. The Initial Offering Period will vary depending on the size of the package that you have selected. The Initial Offering Period will not start until you have completed the initial orientation. If you are required to undertake the initial orientation again because of a Service Default, the Initial Offering Period will be suspended until you have completed the initial orientation. While you are not required to accept the right to service all cleaning and maintenance engagements that we offer you, we will be given credit for customer accounts that you decline the right to service and we will be allowed to offer you the right to service other customer accounts for a reasonable time period following the Initial Offering Period to find replacement business for those customer accounts that you decline the right to service. If you unreasonably decline the right to service a substitute customer account, we will not be required to offer you the right to service any further customer accounts. We do not guarantee that we will be able to offer you the right to service cleaning and maintenance engagements meeting your Total Initial Corvus Business Package during the Initial Offering Period (Franchise Agreement, Sections 5.5 and 5.6).

Replacement of Customer Accounts

If, during the first twelve (12) months following the date on which you begin servicing at least $1,000 of customer accounts within your Total Initial Corvus Business Package, or during the first six (6) months following the date on which you begin servicing any other Customer Accounts, the Customer Account is terminated through no fault on your part, we may, but are not obligated to, offer you replacement business having gross monthly billings equal to the terminated Customer Account. If we offer you the right to service a replacement Customer Account, we will do so within a reasonable period following termination, and we will only be obligated to replace the right to service the new Customer Account if it is terminated (again without fault on your part) during the replacement period applicable to the original Customer Account. You may also decide to surrender a Customer Account within thirty (30) days after commencing your servicing of the Customer Account, provided there are no deficiencies in your performance, in which case we will replace the lost monthly revenue within a reasonable time after surrender. Replacement of the right to service a Customer Account, as provided above, is our only obligation to you for the right to service Customer Accounts that are terminated after they have been accepted by you, and you will not be entitled to any monetary refund if a Customer Account assigned to you is terminated by the customer. We will not be obligated to replace the right to service Customer Accounts that are terminated for poor performance or as a result of your failure to follow our established policies and procedures, or if you are not in compliance with any agreement you have with us.

Billing and Collection

All customer accounts are our property and you will only receive the right to service the customer accounts according to the terms and conditions of the franchise agreement. We will provide billing and collection services for the customer accounts. We will invoice customers each month for the cost of services and reimbursable supplies that you provide. (Franchise Agreement, Section 9.3(a)) We will furnish to you a monthly revenue statement that reflects the monthly Gross Revenue generated by you and the fees and other charges payable by you for the applicable period. We will pay you on or after the tenth (10th) day of each month unless the tenth (10th) falls on a weekend or holiday, you will then be paid the following business day the amount that is reflected as owed to you in the monthly revenue statement. (Franchise Agreement, Section 10.2) In order to assist you with liquidity and your working capital needs, we offer financing of your receivables (although we are under no obligation to do so) under the Receivables Advance Note described in Item 10 so you may receive cash advances prior to receiving amounts due from a customer account. See Item 10. The risk of a customer default belongs to you. We are authorized to offset any amounts that we receive from customer accounts that you service against any amounts that you owe to us (Franchise Agreement, Section 10.3).

Advertising

We will disseminate printed brochures to the general public at our discretion as a part of our sales procedures from time to time. You may create and use advertising material, provided that the advertising material has been submitted to us in advance of dissemination and is approved by us prior to printing or release.

We have no advertising council, and you are not required to participate in a local advertising cooperative. We are not required to spend any money on advertising. There are no advertising fees or funds.

Marketing and Technology Fund

We currently do not maintain a Marketing and Technology Fund but may upon a thirty (30) day notice initiate this fund and all franchisees who have the Marketing and Technology Fund in their Franchise Agreement, will contribute up to 1% per month of Gross Revenue. The monthly payment of the Marketing and Technology Fund will be collected at the same time and manner as your Royalty Fee payments from your Customer Account Receivables generated by customers assigned to you. Neither we nor any company nor affiliates will contribute to the fund. No businesses owned jointly or separately by any of our officers or directors will contribute to the fund. The fund will be administered by us and there will be annual unaudited financial statements accounting for the placement of all Marketing and Technology Fund fees. We will not receive any payment or fee for providing services to the fund. Surplus funds at the end of any year will be carried over into the following year. Some advertising media may be generated by us and other items may be produced by selected agencies or our master franchisor. We will determine solely how and where the Marketing and Technology Fund will be spent, whether local, regional or national marketing. The fund will not be designated for the benefit of any specific franchisee, but for the benefit of the system as a whole as we or our master franchisor may determine from time to time.

The Marketing and Technology Fund may be used for the website which helps to establish and promote our brand. We will benefit from contacts by new franchisee candidates through this website, and our franchise opportunity information and application pages will be present within the site. As with all other advertising materials, stationery and business cards, the site will also contain references to the fact that "Franchises Are Available" and that each franchise "Is Independently Owned and Operated". During the calendar year ending December 31, 2024, there were no Marketing and Technology Fund fees collected or expended.

Computer Systems

You will be required to have access to a secure personal computer or a hand-held device, such as a cell phone or PDA, with Internet access and the ability to send and receive electronic mail during normal business hours. We do not require you to obtain or maintain any particular computer software systems under the franchise agreement. If you do not already have the necessary computer system or hand-held device, it may cost you approximately $50 to $60 to purchase a hand-held device, plus the cost of a data communications plan (Franchise Agreement, Section 7.9).

We do not have independent access to your computer system or hand-held device, but we may require you to provide us with access in the future at our discretion.

Neither we nor any affiliate or third party has any obligation to provide you with ongoing computer or PDA maintenance, repairs, upgrades, or updates. We do not require that you purchase any maintenance, update, upgrade, or support contracts. We do not have information about the availability or annual cost of any optional maintenance, upgrading, updating or support contracts.

Operating Manual(s)

The Table of Contents of the Corvus Manual is included as Exhibit C to this franchise disclosure document. There are a total of 112 pages in the Corvus Manual. We will loan you a copy of the Corvus Manual(s). The Corvus Manual(s) is (are) confidential and remain our property.

Orientation Program; Franchisee Entity Formation

We will provide you with initial orientation on the operation of your franchise business, and you will be required to complete the orientation within sixty (60) days following the execution of your franchise agreement. You must form a business entity prior to signing the Franchise Agreement. You will obtain a separate Federal employer identification number for the business entity and commence doing business through the entity before you arrive for orientation. You will remain obligated as a guarantor of the franchise agreement. If you fail to complete the orientation within this time period, we have the right to terminate the franchise agreement and refund any fees that you previously paid to us, less $2,000, which we will keep to compensate us for costs and expenses. We will conduct the initial orientation at our offices or at a local customer account facility that we designate. We do not charge a separate fee for the initial orientation. You are responsible, however, for all other expenses you incur to attend orientation, including all insurance, travel, lodging, and meal expenses. In our sole discretion, we may waive the requirement that you complete the initial orientation based on your previous experience in the janitorial services industry (Franchise Agreement, Section 7.1).

The initial orientation program provides training on the methods, policies and practices used in the Corvus System, including practices of professional cleaning and maintenance, use of equipment, management, marketing and promotional techniques, and reporting. The initial orientation program will be conducted by persons who are active operations and administrative managers and staff from our regional office that will be supporting you. At times, we also draw on the experience of our existing franchisees.

The instructional materials for our training program include the Corvus Manual(s), handouts, and use of other presentation tools.

Our orientation instructors are our employees and have, generally, one to three years of experience with Corvus businesses, and one to eight years of experience in the janitorial industry and other positions that are relevant to Corvus businesses.

We schedule and conduct training periodically on an as-needed basis.

The subjects covered, the types of instructional materials, and the hours of the classroom and on-the-job training that are part of the initial orientation program are summarized in the following chart:

TRAINING PROGRAM			
Subject	**Hours of Classroom Training**	**Hours of On the Job Training**	**Location**
Policy and Procedure Training	2 hours	Not applicable	Corvus offices
General Office Cleaning Training	1 hour	1 hour	Corvus offices and customer location
Hard Floor Care Training	1 hour	3 hours	Corvus offices and customer location
Staffing Training	1 hour	1 hour	Corvus offices and customer location
Total	5 hours	5 hours	

We may provide additional or refresher training programs at our principal training facility or another location we designate. We may require you or your personnel to attend these training programs (including if you fail to service an account according to our procedures, policies or practices). We have the right to charge fees for refresher or additional training. You are responsible for all other expenses you and your personnel incur to attend training, including all travel, lodging, and meal expenses. We have the right to transfer the customer accounts that you are then servicing to another franchisee if you (or your required employees) do not complete the additional training (or retraining) within thirty (30) days after receiving our request (Franchise Agreement, Section 9.2(b)).

ITEM 12
TERRITORY

You will not receive an exclusive geographic territory. You are granted the right to provide janitorial cleaning services and supplies to customers located within a non-exclusive geographic territory that will be designated in the franchise agreement (the "Territory"). We have the right to permit, and have permitted or will permit, one or more other franchisees to operate their businesses utilizing the Marks and the Corvus System within the Territory, which includes the right to service customer accounts within the Territory. Furthermore, we may elect to provide janitorial cleaning services utilizing the Marks and Corvus System to our own customers within your Territory. We do not intend to grant any franchisee an exclusive area or territory. You may face competition from other franchises and businesses not controlled or owned by us.

Neither you nor any other franchisees may intentionally and knowingly interfere, solicit or otherwise contact a current customer or customer prospect being serviced by or solicited by any other franchisee or us without our prior written consent in each instance, and we are not required to consent to any request for you to do so. If a franchisee solicits a customer or customer prospect and discovers that the customer or customer prospect is receiving, or will be receiving, services from another franchisee or from us, the franchisee may not pursue any further solicitation of that customer or customer prospect and must withdraw any proposal unless and until we grant permission for such proposal (and we have no obligation to give our permission for any franchisee to do so).

We must approve all customer engagements and all proposals for service that you make to a potential customer if using the Marks. All services that you provide using the Marks must be made under a Corvus Maintenance Agreement where we are the party contracting with the customer. If you service customer accounts that have been obtained independently from our marketing efforts, we will not require you to pay a Finder's Fee for that customer account, but you will be required to pay the Royalty Fee, the Accounting Fee and any insurance charges, if using the Marks.

We have not established, nor do we plan to establish, other franchises or other types of businesses selling or leasing similar services and/or products under a different service mark or trademark. We may be owned by or affiliated with a commercial janitorial or cleaning service operating under a different mark in the future.

We or our affiliates may offer janitorial cleaning and maintenance services under the Marks and the Corvus System within and outside your Territory through any method of distribution.

You will not have any options, rights of first refusal, or similar rights to acquire additional franchises.

ITEM 13
TRADEMARKS

In accordance with and subject to the terms of our Master Franchise Agreement with Holdings, we grant you the right to operate your franchise under the Marks. You will also have the right to use future additions to the Marks that we may develop. Holdings registered the principal trademark Corvus Janitorial Systems (and design) with the United States Patent and Trademark Office on October 5, 2010, as Reg. Number 3855917 on the Principal Register. In addition, Holdings owns Reg. Number 3852636 on the Principal Register for the trademark CORVUS (registered on September 28, 2010) and Reg. Number 3976405 on the Principal Register for the circle logo (registered on June 14, 2011). All required maintenance affidavits have been filed. If our right to use the principal trademark or any other of the Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

You must follow our rules when you use the Marks. You cannot use the name "Corvus" or any component of the Marks as part of your corporate name, and you must comply with our instructions in filing and maintaining trade names or fictitious name registrations. You may not use the Marks in connection with the sale of any unauthorized product or service or in a manner that we have not authorized in writing. You may not use the Marks in connection with the operation of any independent janitorial services businesses that are unrelated to us.

Our rights to use the Marks are derived from our licensing arrangements with Holdings, the owner of the Marks. The rights that we are granting you in relation to the Marks are derived from this license. Under our license agreement with Holdings, we are granted the right to use and to permit others to use the Marks. Our agreement with Holdings has a term of twenty (20) years, with the right to renew for successive seven (7) year terms thereafter. If we were ever to lose our rights to the Marks, Holdings is required under our license agreement with it to allow our franchisees to maintain their rights to use the Marks according to their sub-franchise agreements with us and the franchise agreements will be assigned to Holdings, there are no currently effective agreements that significantly limit our right to use or license the Marks in a manner material to you.

You must notify us immediately of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our/Holdings' ownership of, right to use and to license others to use, or your right to use, the Marks. We have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement. We (directly or through Holdings) have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks. If we determine that you have used the Marks in compliance with the franchise agreement, we will bear the cost of defense, including the cost of any judgment or settlement, as well as your out-of-pocket costs (except that you will bear the salary costs of your employees). If we determine that you have not used the Marks in compliance with the franchise agreement, you must bear the cost of defense, including the cost of any judgment or settlement, and you must promptly reimburse us for those amounts. If there is any litigation due to your use of the Marks, you must sign all documents and do all things as may be necessary to carry out a defense or prosecution, including becoming a nominal party to any legal action.

We have no actual knowledge of superior prior rights or infringing uses that could materially affect your use of the "Corvus" name in your state.

We may elect to change the Marks and may require you, among other things, to adopt and use new or modified trademarks, trade names, service marks or logos in connection with the operation of your franchise. We are not obligated to reimburse you for these costs.

You must modify or discontinue the use of any component of the Marks if we modify or discontinue using it. You must not directly or indirectly contest our right to the Marks or the trade secrets or business techniques that are part of the Corvus System.

To the best of our knowledge, there are no presently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, any state trademark administrator or any court, pending infringement, opposition or cancellation, or pending material litigation involving the Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

Although neither we nor Holdings have filed applications for copyright registration with the U.S. Copyright Office, we and Holdings claim copyright protection and a proprietary interest in all written materials that we use in connection with the Corvus System, including our advertising, marketing and training materials, and any materials included in the Corvus Manual(s). There are currently no effective determinations from the U.S. Copyright Office (Library of Congress) or any court regarding any of the materials over which we claim copyright protection. No agreements are in place that significantly limits our right to use or authorize our franchisees to use the copyrighted materials. Neither we nor Holdings are aware of any infringing uses that could materially affect your use of the copyrighted materials in any state. You must notify us immediately when you learn about an infringement of or challenge to your use of any proprietary information in which we or Holdings claim an interest. We are not, however, required to defend you against a claim resulting from your use of the proprietary information.

Neither we nor Holdings hold any patents, nor have any applications for a patent been filed by us or Holdings with the United States Patent and Trademark Office.

Proprietary Information

We claim property rights in all information concerning the Corvus System, including operational, promotional, sales and marketing materials and techniques, policies, procedures, practices and related materials, training procedures and practices, franchisee and customer lists, pricing, billing services and procedures and in the software developed to service the franchise. You must not divulge, reproduce or use any of the foregoing confidential and proprietary information, whether or not copyrighted, except as authorized by the franchise agreement. If your franchise agreement is terminated, you must return to us all proprietary and confidential information in your possession, including the Corvus Manual(s).

We require all parties affiliated with you (as identified in your franchise agreement) to agree to and abide by these restrictions. The execution of the Guaranty in the form set out in Exhibit B to the franchise serves as evidence of this commitment.

If you have employees, you must require all of your employees to comply with the confidentiality provisions of the franchise agreement.

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

Your corporation, limited liability company or other business entity must be under the direct supervision of the person who owns and controls a majority interest in the business entity. We may permit you to hire a manager to supervise and participate in your place; however, if you wish to hire a manager to directly supervise your franchise, the manager must be approved by us in writing and must complete our initial orientation.

As a corporation, limited liability company or other business entity, we may require each shareholder, member, affiliate or owner to personally guarantee the payment and performance of the business entity's obligations under the franchise agreement and we may require each shareholder member, affiliate or owner to be personally bound by the franchise agreement and personally liable for the breach of every provision of the franchise agreement. The form of Guaranty that we require be signed is included as Exhibit B to the franchise agreement.

As a corporation, limited liability company or other business entity, if you desire to obtain financing from us, each principal owner and affiliate of the corporation or other business entity may be required to personally guarantee the repayment of the debt. If you are a principal owner of the business entity and have obtained financing from us, we may require your spouse to personally guarantee the repayment of the debt.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell only those products and services that we have approved. You must offer all products and services that we designate as required for all franchisees. We have the right to add and remove the types of authorized and prohibited goods and services, and we may designate specific products or services as optional, required, mandatory, or prohibited. We may modify the business model of the Corvus System to avoid the application of joint employer status on our relationship with you. The franchise agreement does not restrict our right to do so. Except as otherwise described in the franchise agreement, we will not restrict you from soliciting any customers within your Territory.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 11.1	Ten (10) year term
b. Renewal or extension	Section 11.1	The franchise agreement gives you the right to renew the agreement for successive ten (10) year terms at the end of each term. You must not be in breach of the franchise agreement at the time of renewal.
c. Requirements for franchisee to renew or extend	Section 11.1	If you wish to renew the franchise agreement for a subsequent ten (10) year term, you may be required to sign a new franchise agreement in the form that is then used by us, which may be materially different from the franchise agreement that you initially sign. In connection with any renewal, you will also be required to sign a general release pursuant to which you will release any claims against the franchisor with respect to the prior operation of the franchise. We charge a renewal fee of 10 % of the then current Base Franchise Fee for a renewal. You must give us written notice of your intention to renew the franchise agreement at least ninety (90) days prior to the expiration of the term.
d. Termination by franchisee	Sections 11.2 and 11.3	You may terminate in the event of a material breach by us which remains un-remediated for more than ninety (90) days after we receive written notice. You may also terminate for certain insolvency events.
e. Termination by franchisor without cause	Not applicable	Not applicable

Provision	Section in Franchise Agreement	Summary
f. Termination by franchisor with cause	Sections 11.2 and 11.4	We may terminate the franchise agreement in the event of a material breach by you that remains un-remedied for more than thirty (30) days after you receive written notice of the default. We may also terminate the franchise agreement immediately under circumstances where a default is not capable of cure. We may also terminate the franchise agreement for certain insolvency events.
g. "Cause" defined – curable defaults	Section 11.5	Curable defaults include a material breach by you of your obligations under the franchise agreement or any promissory note issued there under or any other agreement executed in connection therewith, which breach remains unremedied by you more than thirty (30) days after we notify you of the breach, or ten (10) days in the case of monetary defaults.
h. "Cause" defined – non-curable defaults	Sections 11.2 and 11.4	Non-curable defaults include: (i) the termination by three or more customers of your services as a result of a Service Default within any given period of thirty (30) days, (ii) your voluntary abandonment of your franchise, (iii) your violation of your non-competition or confidentiality obligations, (iv) the attempted assignment of your franchise agreement or your rights and obligations thereunder to another entity without our written consent, (v) your alleged commission or the alleged commission by your personnel of a felony, crime of moral turpitude or act that otherwise may adversely impact our reputation or the goodwill associated with the Marks or the Corvus System, (vi) a material misrepresentation or inaccuracy in the application or other materials you

Provision	Section in Franchise Agreement	Summary
		furnish to us in connection with your admission as a franchisee, (vii) your engagement in threatening or belligerent acts directed at our personnel or a customer or its personnel, including, but not limited to, harassment by e-mail, telephone, facsimile or text messaging, (viii) your failure to commence business operations within six (6) months after the effective date of your franchise agreement, (ix) your failure to actively operate your franchise for a period of more than seven (7) days, (x) your failure to provide janitorial services for two (2) consecutive customer appointments, regardless of whether or not such failures are in connection with the same customer account, (xi) your monthly Gross Revenue falling below $400 for any four (4) consecutive months following the fulfillment of the Total Initial Corvus Business Package, (xii) your attempting to contest in any manner the validity of our ownership of and/or the rights to the Marks and/or any patents now existent or hereafter obtained, (xiii) your failure to comply with any law or statute, (xiv) your repeated failure to comply with the lawful provisions of the franchise agreement or any other agreement with us or any affiliate, or (xv) certain insolvency events.

Provision	Section in Franchise Agreement	Summary
i. Franchisee's obligations on termination/nonrenewal	Sections 4.5, 11.6, 12.1 and 13.1(b)	Obligations include: (i) immediate payment of all money owed and cessation of using the Marks, (ii) returning all items containing the Marks, (iii) discontinuing all advertising, (iv) stopping use of the Corvus System, (v) returning the Corvus Manual(s), (vi) returning all leased cleaning equipment and supplies, (vii) refraining from engaging in activities that indicates that you are or where our franchisee, (viii) returning all apparel indicating that you were our franchisee, (ix) discontinuing contact with customers, (x) compliance with all non-competition and non-solicitation covenants, and (xi) compliance with certain confidentiality obligations. Your indemnification obligation to us also survives termination of the franchise agreement.
j. Assignment of contract by franchisor	Section 14.1	There are no restrictions on our right to assign the franchise agreement.
k. "Transfer" by franchisee - defined	Section 14.2	You may not assign the franchise agreement to a third party without our written consent. An assignment would include any direct or indirect assignment or transfer (including any change in ownership), including by operation of law.
l. Franchisor approval of transfer by franchisee	Section 14.2	You cannot assign the franchise agreement without our consent.
m. Conditions for franchisor approval of transfer	Section 14.2	We may deny your request to assign the franchise agreement for any reason or no reason at all.

Provision	Section in Franchise Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	In the event, you request that we approve an assignment or transfer of this Agreement, we shall have the exclusive option, for ninety (90) days after receipt of such request, to purchase the interest to be assigned to transferred upon the terms of a bona fide offer from a third party.
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable
p. Death or disability of franchisee	Section 11.4	We may terminate the franchise agreement upon death of the franchisee, or, if the franchisee is a limited liability company, or other entity, the death of the person who owns and controls, directly or indirectly, a majority interest of the franchisee (or, if there is no majority owner, the person who owns and controls the largest percentage of interests in the franchise).
q. Non-competition covenants during the term of the franchise	Section 13.1(a)	During the term of the franchise agreement, you may not interfere with our relationship with customers or potential customers by, among other things, attempting to persuade our customers to do business with any other entity, or to pay you or your affiliate directly for the provision of cleaning and maintenance services. You may not knowingly interfere, solicit, or otherwise contact a current or potential customer being serviced by or solicited by any other franchisee or us.

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 13.1(b)	For twenty four (24) months after the termination or expiration of the franchise agreement, you may not (i) accept any cleaning and maintenance engagement from, or solicit on behalf of yourself or your affiliate for, cleaning and maintenance services, from (or sell any cleaning or janitorial products to) any of our customers within the Territory or any entity who, within the twenty four (24) month period prior to the termination or expiration of the franchise agreement, was our customer, or (ii) employ or seek to employ or engage as an employee, franchisee, consultant or contractor any entity who is our franchisee or any franchisee of our affiliates, or who is our employee or an employee of our affiliates, or any entity who within the twenty four (24) month period prior to the termination or expiration, was our franchisee or employee, or was a franchisee or employee of our affiliates (including our franchisees).
s. Modification of agreement	Sections 7.2, 7.6 and 15.5	Except for a "joint employer event," modifications to the franchise agreement can only be made by the execution of a written amendment that we both sign. We have the right to change the Corvus Manual(s) and the standards applicable to the operation of a franchise in our discretion and modify the Corvus System. If a court or administrative agency makes a ruling or issues a rule that we in good faith determine makes us a joint employer of you or your employees, we may structure our business model to avoid the application of such a ruling, which may also involve amending the Corvus Manual(s). We will do this unilaterally and use

Provision	Section in Franchise Agreement	Summary
		reasonable efforts to preserve the economics of the relationship, to the extent possible.
t. Integration/merger clause	Section 15.10	The franchise agreement, together with the attachments and exhibits thereto, and the materials included in the Corvus Manual(s) as in effect from time to time constitute the entire agreement between us.
u. Dispute resolution by arbitration or mediation	Sections 15.12 and 15.13	Prior to submitting any dispute for resolution before a court of competent jurisdiction, the parties must seek to resolve any dispute through nonbinding mediation.
v. Choice of forum	Sections 15.11 and 15.12	Kentucky. Both you and we waive any right we may have to a jury trial, punitive damages, and class actions. (See notes below)
w. Choice of law	Sections 15.11 and 15.12	Kentucky

In addition to the provisions noted above, the franchise agreement contains a number of provisions that may affect your legal rights, including third-party enforcement rights of Holdings, a waiver of class actions, a waiver of jury trial, a waiver of punitive, special or consequential damages and a limitation on the time period during which claims may be filed (Franchise Agreement, Sections 15.8 and 15.13 to 15.19).

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 *et seq*.).

ITEM 18
PUBLIC FIGURES

Neither we nor Holdings uses any public figure to promote our franchise program.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The Federal Trade Commission'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 this 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 particular9 location or under particular circumstances.

We sell our franchises as packages. The Initial Corvus Business Package is described as a specified amount of Initial Corvus Business, which we must offer to you within a certain period. We describe the Initial Corvus Business Packages in terms of gross monthly dollar volume. For example, an Initial Corvus Business Package of $5,000 means $5,000 in gross monthly dollar volume.

Whether you maintain the Initial Corvus Business that Corvus provides you depends on numerous variables, including without limitation, your ability to meet the needs of the customer and your ability to retain the contracts. Your revenues will be reduced by the business expenses that come with servicing customers, which is also a variable within your control.

Corvus will offer Initial Corvus Business within a specified period of time. You may request a refund of a portion of the initial franchise fee, as described in Item 5 above, if Corvus does not offer the Initial Corvus Business within the stated time.

The gross monthly dollar volume of the Initial Corvus Business that you purchase is not the actual or potential income or profit you will realize. Your financial results may differ from the gross monthly dollar volume that you purchase. Your total gross monthly billings are affected by numerous factors, including without limitation, the fact that you may decline a customer contract; you may lose a customer contract because of your poor performance; and customer contract may be lost because the customer goes out of business or files for bankruptcy; the Initial Corvus Business may be offered in stages during the specified time period; and the time it takes for Corvus to offer any replacement contracts may create a gap in monthly billings.

Other factors affecting your gross monthly revenue are the quality and efficiency of your cleaning services; the degree to which you finance the purchase and operation of the franchise; and business expenses associated with operating your business, many of which you control.

ARTICLE I. CORVUS'S FULFILLMENT OF FRANCHISE PACKAGES

Corvus has analyzed our compliance with the janitorial franchise agreement concerning the amount, timeliness, and refund requirements for Initial Corvus Business provided to our franchisees. The following chart discloses the Initial Corvus Business Package fulfillment for the 36 franchisees who purchased an Initial Corvus Business Package from us during the fiscal year that ended December 31, 2024.

Initial Corvus Business Package (Gross Monthly Billings)	$1,000		$2,000		$4,000		$5,000	
# of Days for Franchisor to Fulfill Initial Corvus Business Package	90		120		180		180	
# of Franchisees Who Purchased Package in 2024	30		2		3		1	
# and % of Initial Corvus Business Packages Fulfilled as of 12/31/2024	18	60%	2	100%	1	33.3%	1	100%
# and % of Franchisees Whose Initial Plan Was Not Filled but Whose Fulfillment Period Had Not Expired as of 12/31/2024	12	40%	0	0%	2	66.7%	0	0%

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

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 business of a franchisee, however, we may provide you with the actual records of that franchise. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Regional Director, Ryan Patrick, Weaver Holdings, L.L.C., 307 Townepark Circle, Louisville, Kentucky 40243, (502) 493-8900, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

We began offering Corvus franchises in June 2012, and we have no company-owned outlets as of the date of this franchise disclosure document.

Table 1 Systemwide Outlet Summary for years 2022 to 2024				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2022	190	200	+10
	2023	200	217	+17
	2024	217	241	+24
Company Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	**2022**	**190**	**200**	**+10**
	2023	**200**	**217**	**+17**
	2024	**217**	**241**	**+24**

Table 2 Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) for years 2022 to 2024		
State	**Year**	**Number of Transfers**
Indiana	2022	0
	2023	0
	2024	0
Kentucky	2022	1
	2023	0
	2024	0
Total	**2022**	**1**
	2023	**0**
	2024	**0**

Table 3 Status of Franchise Outlets For years 2022 to 2024								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations -Other Reasons**	**Outlets at End of Year**
Indiana	2022	5	0	0	0	0	0	5
	2023	5	1	0	0	0	0	6
	2024	6	0	0	0	0	0	6
Kentucky	2022	185	22	0	0	0	12	195
	2023	195	39	0	0	0	23	211
	2024	211	36	0	0	0	12	235
Total	**2022**	**190**	**22**	**0**	**0**	**0**	**12**	**200**
	2023	**200**	**40**	**0**	**0**	**0**	**23**	**217**
	2024	**217**	**36**	**0**	**0**	**0**	**12**	**241**

Table 4 Status of Company-Owned Outlets For years 2022 to 2024								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Kentucky	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Total	**2022**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Table 5 Projected Openings As of December 31, 2024			
State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Indiana	0	2	0
Kentucky	0	30	0
Total	**0**	**32**	**0**

Notes to Item 20 Tables:

(1) All numbers are as of the fiscal year end. Our fiscal year end is December 31.

(2) States not listed had no activity during the relevant time frame.

*****

Exhibit E lists the names, addresses, and telephone numbers of our franchisees as of December 31, 2024 and every franchisee that had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year, or who have not communicated with us within ten (10) weeks of the issuance date.

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

No franchisees have signed a confidentiality clause in a franchise agreement, settlement or other contract within the last three years that would restrict their ability to speak openly about their experience with us.

As of the date of this franchise disclosure document, there are no franchisee associations in existence.

ITEM 21
FINANCIAL STATEMENTS

Attached to this franchise disclosure document as Exhibit D are the audited financial statements of Weaver Holdings, L.L.C. for the years ended as of December 31, 2022, 2023 and 2024. Also attached to this franchise disclosure document as Exhibit D-1 are the audited financial statements of Corvus Holdings LLC for the years ended as of December 31, 2022, 2023 and 2024.

ITEM 22
CONTRACTS

The following agreements are attached as exhibits to this franchise disclosure document:

Exhibit A.	Janitorial Sub-Franchise Agreement
Exhibit B.	Equipment Sales and Security Agreement
Exhibit H.	Compliance Certification and Closing Questionnaire

ITEM 23
RECEIPT

Attached as Exhibit K to this franchise disclosure document, is a detachable document in duplicate, acknowledging your receipt of this disclosure document. Please sign and date both copies of the receipt, detach and return one copy to us. The second copy is for your records.

EXHIBIT A

TO THE FRANCHISE DISCLOSURE DOCUMENT

JANITORIAL SUB-FRANCHISE AGREEMENT
[See attached]

WEAVER HOLDINGS, L.L.C.

JANITORIAL SUB-FRANCHISE AGREEMENT

WEAVER HOLDINGS, L.L.C.
JANITORIAL SUB-FRANCHISE AGREEMENT

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JANITORIAL SUB-FRANCHISE AGREEMENT

THIS JANITORIAL SUB-FRANCHISE AGREEMENT (this "Agreement") is made and entered into on _____, and is effective on the date of acceptance (the "Effective Date") by and between Weaver Holdings, L.L.C., a Kentucky limited liability company (the "Franchisor"), and **[Name of Franchisee],** a _____ (the "Franchisee") for the purposes of allowing the Franchisee to operate a janitorial cleaning business in the Territory under the Corvus System (as defined below).

ARTICLE I.
FRANCHISE SUMMARY

The following summarizes the material terms of the Corvus sub-franchise to be acquired by the Franchisee in accordance with this Agreement:

Effective Date: _____, 20 __

Size of Total Initial Corvus Business Package: $_____

Initial Offering Period: _____ (___) days from the completion of the Initial Orientation

Initial Term of Franchise: Ten (10) years

Territory: the counties of Bourbon, Bullitt, Clark, Fayette, Henderson, Jefferson, Jessamine, Madison, Oldham, Scott, Shelby, Tremble, Webster, and Woodford in Kentucky and the counties of Clark, Floyd, Gibson, Harrison, Posey, Vanderburgh, and Warrick in Indiana.

Franchisee Name: _____

Nature of Franchisee:

☐ Corporation
☐ Limited Liability Company
(Check one of the above)

State of Organization, if applicable: _____

Franchisee Address: _____

City: _____ State: _____ Zip Code:_____

Telephone Number: _____

Facsimile: _____

E-mail Address: _____

Taxpayer ID #/SSN#: _____

☐ Corvus Value Package Fee: $_____

- or -

☐ Base Franchise Fee: [$_____]

Financed Portion of Base Franchise Fee: $_____

Size of Initial Extra Corvus Business Package: $_____

Initial Extra Corvus Business Package Fee: $_____

Total Initial Fee Due: $_____

Total Cash Due at Signing: $_____
(Either (a) Base Franchise Fee, less financed portion, plus Initial Extra Corvus Business Package Fee, or (b) Corvus Value Package Fee)

Projected Monthly Payment of Financed Portion of Base Franchise Fee (if any): $_____

Financing Period: (_____) months from the date that the Franchisee first begins servicing Customer Accounts

Scheduled Date

Initial Orientation: _____, 20__

ARTICLE II.
RECITALS

WHEREAS, the Franchisor is under a Master Franchise Agreement and related licenses agreements with Corvus Holdings LLC to offer the Corvus janitorial cleaning franchise system for the Territory (as defined below) and, as a result thereof, has the right to grant licenses to use the Corvus System to sub-franchised janitorial service providers;

WHEREAS, the Corvus System is operated under the Marks (as defined below) and uses the Know-How and Confidential Information (as defined below) associated therewith;

WHEREAS, the Franchisor licenses the Corvus System, including the Marks and the Know-How and Confidential Information, to franchised janitorial service providers that provide cleaning, maintenance and janitorial services to commercial, office and industrial customers ("Customer Accounts");

WHEREAS, the Franchisor, as part of its business operation and business strategy, obtains Customer Accounts by way of a proprietary contract procurement process, based on information and data given to the Franchisor by a prospective customer during a consultative meeting, such Customer Accounts being contracts between the Franchisor and certain cleaning customers, and offers the right to service such Customer Accounts to its franchisees;

WHEREAS, the Franchisee is a business entity and desires to utilize the Corvus System and the Franchisor's name, reputation and proprietary contract procurement methodologies to operate a commercial janitorial services business as a Corvus franchise;

WHEREAS, the Franchisee may have previous experience and expertise in the commercial janitorial services industry and may also presently service customers independently, and the Franchisor does not intend to restrain or interfere with the servicing of such customers by the Franchisee except to the extent that such servicing may breach the terms and conditions of this Agreement; and

WHEREAS, the Franchisee further desires to participate in the Franchisor's part-time franchised business concept; by operating an independent commercial janitorial service business pursuant to the Corvus System.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE III.
DEFINITIONS

Section 3.1 Definitions. As used herein, the following terms shall have the following meanings:

"Accounting Fee" has the meaning set forth in Section 6.7.

"Additional Customer Account" means a Customer Account offered to and accepted by the Franchisee in accordance with Section 5.4 and which was not a Customer Account that was part of the Total Initial Corvus Business Package.

"Additional Training" has the meaning set forth in Section 9.2(b).

"Affiliate" means, with respect to a Person, any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the specified Person. For the purposes of this definition, "control" (including, with the correlative meaning, the term "controlled" and "is under common control") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Applicable Replacement Period" has the meaning set forth in Section 5.8.

"Assignment Fee" has the meaning set forth in Section 6.9.

"Base Franchise Fee" has the meaning set forth in Section 6.1.

"Base Corvus Business Package" means commercial cleaning and maintenance contracts having gross monthly billings equal to one thousand dollars ($1,000).

"Business Day" means any day of the year, other than a Saturday, a Sunday or a day on which banks in Kentucky are authorized or obligated by law or executive order to close.

"Corvus" means Weaver Holdings, L.L.C., a Kentucky limited liability company.

"Corvus Manual(s)" means the manual(s) furnished to a franchisee with respect to operating a "Corvus" franchise in compliance with the Corvus System, including the Policy and Procedure Manual.

"Corvus System" means the proprietary system developed by the Franchisor for the operation of a janitorial services business using the Marks and the Know-How and Confidential Information.

"Corvus Value Package" means commercial cleaning and maintenance contracts having gross monthly billings equal to one thousand dollars ($1,000).

"Corvus Value Package Fee" has the meaning set forth in Section 6.3.

"Customer Account Contract" means an agreement (written, verbal or otherwise) with a Customer Account for the performance of commercial cleaning or maintenance services under terms and conditions (including service type, frequency and other specifications) dictated by the Customer Account.

"Customer Accounts" has the meaning set forth in the Recitals.

"Customer Complaint" has the meaning set forth in Section 8.3.

"Declined Customer Account" has the meaning set forth in Section 5.6(a).

"Effective Date" has the meaning set forth in the preamble.

"Finder's Fee" has the meaning set forth in Section 6.4.

"Franchise Summary" means the material terms of the Corvus sub-franchise to be acquired by the Franchisee as set forth in Article I.

"Franchisee" has the meaning set forth in the preamble.

"Franchisor" has the meaning set forth in the preamble.

"Governmental Authority" means any federal, state, local or foreign government or other political subdivision thereof or any entity, body, regulatory or administrative authority, agency, commission, court, tribunal or judicial body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including quasi-governmental entities established to perform such functions.

"Gross Revenue" means all revenue derived from a customer related to or derived from the provision of any cleaning and maintenance service, or from the sale, leasing or distribution of related supplies and equipment in connection with the servicing of Customer Accounts by the Franchisee or otherwise performed for the Franchisee's benefit or the benefit of the Franchisee's principals, guarantors, spouses, subsidiaries or affiliates. For the avoidance of doubt, Gross Revenue is specifically not a net amount calculated after the deduction of fees, taxes or any expenses.

"Guaranty" has the meaning set forth in Section 6.9.

"Initial Extra Corvus Business Package" has the meaning set forth in Section 5.2.

"Initial Extra Corvus Business Package Fee" has the meaning set forth in Section 6.2.

"Initial Offering Period" means the time period specified under the heading "Initial Offering Period" in the Franchise Summary, as the same may be modified or extended in accordance with this Agreement.

"Initial Orientation" has the meaning set forth in Section 7.1.

"Initial Term" has the meaning set forth in Section 11.1.

"Know-How and Confidential Information" has the meaning set forth in Section 4.5.

"Law" means any law, statute, regulation, ordinance, rule, order, decree, judgment, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority.

"Marks" means the Corvus trademarks and/or service marks, trade names, designs and logos identified on Annex A and as modified or amended by notification from the Franchisor, as provided in Section 4.1 herein.

"Negotiation Period" has the meaning set forth in Section 15.12(a).

"Operating Manual(s)" has the meaning set forth in Section 7.2.

"Operating Manual(s)" means the procedures and policies of the Franchisor and Corvus with respect to the operation of a Corvus franchise as communicated to the Franchisee by any reasonable means from time to time, including those procedures and policies set forth in the Corvus Manual(s).

"OSHA" means any applicable Law of any federal, state, or local Governmental Authority that regulates occupational health or safety.

"Person" means any corporation, limited liability company or other entity.

"Receivable Charge Back" has the meaning set forth in Section 10.2.

"Related Party" has the meaning set forth in Section 6.9.

"Renewal Agreement" has the meaning set forth in Section 11.1(b).

"Renewal Term" has the meaning set forth in Section 11.1.

"Requested Discontinued Customer Account" has the meaning set forth in Section 5.7.

"Royalty Fee" has the meaning set forth in Section 6.6.

"Service Default" means: (i) the failure of the Franchisee to perform services under a Customer Account Contract in accordance with the terms thereof or to otherwise follow the reasonable procedures, policies or practices of the customer with respect to service providers at its premises; (ii) the commission by the Franchisee or its personnel of theft or other act of dishonesty with respect to a customer or any other act that jeopardizes the relationship between the Franchisor and a customer; (iii) the express request by a Customer Account to change the party providing services to such Customer Account; (iv) the commission by the Franchisee of any other act that, in the sole discretion of the Franchisor, provides the customer with a legitimate concern as to the reputation of the Franchisee or its ability to properly perform its obligations under a Customer Account Contract; or (v) the commission of any other act while servicing a Customer Account Contract that damages the Franchisor's goodwill or brand.

"Special Cleaning Engagement" has the meaning set forth in Section 5.9.

"Term" has the meaning set forth in Section 11.1.

"Territory" means the counties of Bourbon, Bullitt, Clark, Fayette, Henderson, Jefferson, Jessamine, Madison, Oldham, Scott, Shelby, Tremble, Webster, and Woodford in Kentucky and the counties of Clark, Floyd, Gibson, Harrison, Posey, Vanderburgh, and Warrick in Indiana.

"Total Initial Corvus Business Package" means the aggregate amount of the Customer Account gross monthly billings that the Franchisor is obligated to offer to the Franchisee (not including, or net of, any fee assessments, debt payments, finance charges or other costs associated with the operation of the Franchisee's franchise pursuant to the terms of this Agreement), which, for the avoidance of doubt, shall be equal to (i) the sum of the Base Corvus Business Package and the Initial Extra Corvus Business Package, or (ii) the Corvus Value Package, as applicable.

"Transfer" has the meaning set forth in Section 8.4

Section 3.2 Interpretation. The headings preceding the text of Sections included in this Agreement and the headings to Exhibits and Annexes attached to this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. The use of the masculine, feminine or neuter gender or the singular or plural form of words herein shall not limit any provision of this Agreement. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively. Reference to any Person includes such Person's successors and assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually. Reference to any Law means as amended, modified, codified, replaced or re-enacted, in whole or in part, and in effect on the date hereof. Underscored references to Sections, clauses, Exhibits or Annexes shall refer to those portions of this Agreement, and any

underscored references to a clause shall, unless otherwise identified, refer to the appropriate clause within the same Section in which such reference occurs. The use of the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or clause of or Exhibit or Annex to this Agreement.

ARTICLE IV.
GRANT OF FRANCHISE LICENSE

Section 4.1 The License. The Franchisor grants to the Franchisee a non-exclusive license to use and display the Marks, and grants to the Franchisee a non-exclusive license to use the Corvus System, including the Know-How and Confidential Information associated therewith. The Franchisee shall use the Marks solely in connection with the Franchisee's services to Customer Accounts and only in the form approved by the Franchisor. The Franchisee shall not have any rights, except as provided herein, with respect to the Marks, the Know-How and Confidential Information or the Corvus System, or to any trade secrets, processes and methods of operation of the Franchisor or Corvus. The Franchisor expressly reserves all rights with respect to the Marks, as well as to any trade secrets, processes and methods of operation associated with the Corvus System. The Franchisee shall not have any right, title or interest in or to the Marks, or the trade secrets, processes or methods of operation of the Franchisor or Corvus, including the Know-How and Confidential Information. The Franchisor further reserves the right to modify, discontinue and/or change the Marks and the Corvus System and the license granted hereunder shall apply to the Marks and Corvus System as so modified. In the event of modifications, changes, or discontinuations, the Franchisee shall, upon receipt of written notice, and at its sole expense, promptly discontinue use of the discontinued Marks and adopt and promptly begin use of the new or modified Marks, and promptly implement the modifications and/or changes to the Corvus System. The Franchisee expressly and specifically waives any claims, demands or damages arising from or related to the requirement to modify, discontinue or change the Marks and/or the Corvus System. The Franchisee shall not use the Marks or any confusingly similar name or design in or as part of the Franchisee's corporate or other legal or business name or as part of a domain name for its business. The Franchisee shall comply with the Franchisor's instructions in filing and maintaining any assumed name or fictitious name registration and shall use the designation "d/b/a" after the Franchisee's legal name (e.g., ABC Incorporated d/b/a Corvus or Corvus Janitorial Systems). The Franchisee shall promptly notify the Franchisor if the Franchisee learns about suspected infringement of, any challenge to the validity of, or any known challenge to Corvus' ownership of, or the Franchisor's or the Franchisee's rights to use, the Marks, Franchisor's confidential, proprietary and copyrighted information, or of the Corvus System. The Franchisee may not operate its business servicing Customer Accounts using the same corporate or legal name under which it operates any other independent janitorial services businesses that have no relation to the Franchisor.

Section 4.2 Termination of License. Upon the expiration or termination of this Agreement, the Franchisee shall immediately discontinue the use of the Marks and the Corvus System and deliver and surrender to the Franchisor or, at Franchisor's request, destroy every item bearing, containing or utilizing the Marks or otherwise embodying the Know-How and Confidential Information. In the event of expiration or termination of this Agreement, the Franchisee: (i) shall not use any of the Franchisor's Know-How and Confidential Information or other trade secrets; (ii) shall not, directly or indirectly, continue to operate or conduct business under any name or in any manner, whether as an individual, agent, partner, shareholder, officer or director, that could give the public the impression that the Franchisee is operating a business owned, operated, licensed by or affiliated with the Franchisor; and (iii) shall cease to service in any manner the Customer Accounts that it serviced while it was a franchisee of the Franchisor pursuant to the requirements of Section 13.1(b).

Section 4.3 The Franchisor is the Sole Owner. The Marks and the Corvus System, including the Know-How and Confidential Information, are the sole and exclusive property of Corvus and are made

available to the Franchisor under license by Corvus. The Franchisee shall not assert any claim to the Marks, the Corvus System, or the goodwill and reputation generated by either the Marks or the Corvus System. The Franchisee agrees that it shall not take any action or permit any action to be taken in derogation of any of Corvus' or the Franchisor's rights. Franchisor agrees that Franchisor or Corvus shall be entitled to enforce against the Franchisee any and all rights necessary to preserve the goodwill and reputation associated with the Marks and the Corvus System. The Franchisee agrees and acknowledges that, except as provided below, the Franchisor has no obligation to indemnify or otherwise defend the Franchisee against a lawsuit or other claim resulting from the Franchisee's use of the Marks or the Corvus System, including the Know-How and Confidential Information. In connection with the Marks, the parties agree that:

(a) The Franchisee understands and agrees that the Franchisor and its affiliates will have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement of such a matter. The Franchisee also understands and agrees that the Franchisor has the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks.

(b) If the Franchisee has used the Marks in accordance with this Agreement and our other written instructions, then the Franchisor will defend the Franchisee, at the Franchisor's expense, against any third party claim, suit, or demand involving the Marks arising out of the Franchisee's use of those marks. If the Franchisee has used the Marks but not in accordance with this Agreement and the Franchisor's other written instructions, then the Franchisor will still defend the Franchisee, but at the Franchisee's expense, against such third party claims, suits, or demands; and the Franchisee agrees to pay all of the Franchisor's expenses (including but not limited to attorney's fees and any settlements or judgments) when the Franchisor asks that the Franchisee do so. In any case, though, the Franchisee will be responsible for the Franchisee's staff's payroll and related costs.

(c) If the Franchisor undertakes the defense or prosecution of any litigation relating to the Marks, the Franchisee agrees to execute any and all documents and do the things that the Franchisor's counsel deems necessary to carry out such defense or prosecution (including, but not limited to, becoming a nominal party to any legal action).

Section 4.4 Ownership of Improvements. The Franchisee agrees that any improvement or process developed by the Franchisee for use in the Corvus System shall become the sole property of the Franchisor and that the Franchisor may disclose and require use of such improvement or process throughout the Corvus System; provided, that, for the avoidance of doubt, no compensation shall be paid to the Franchisee for such improvement or process.

Section 4.5 Confidential Information. The Franchisee recognizes and agrees that the Franchisor has developed certain know-how, confidential and proprietary information that is unique to the Corvus System in the commercial cleaning industry (the "Know-How and Confidential Information"), including confidential customer lists, pricing information, methodologies for procuring customer contracts, and certain information included in the Corvus Manual(s). Know-How and Confidential Information specifically does not include any information in the public domain. The Franchisee agrees that, during the term of this Agreement and thereafter for the longest time permitted by applicable Law, it shall exercise its best efforts to preserve the confidentiality of the Know-How and Confidential Information. The Franchisee shall use the Know-How and Confidential Information only in connection with this Agreement and shall, upon the termination of this Agreement, return to the Franchisor, or destroy at the request of the Franchisor, all Know-How and Confidential Information in tangible form. The Franchisee agrees that the Franchisor shall be entitled to equitable relief in enforcing this Section 4.5. The foregoing shall not limit the disclosure of the terms hereof to the extent required by applicable Law. The Franchisee also agrees to keep the terms of this Agreement confidential, except that the Franchisee shall be entitled to disclose the contents hereof

to, and only to, those of its employees, agents and representatives who need to know the terms and conditions hereof in order to perform the obligations of the Franchisee herein, or as may be necessary to allow the Franchisee to prepare its financial statements and tax returns. The Franchisee shall require its employees, agents and representatives to preserve the confidentiality of the Know-How and Confidential Information to the same extent as the Franchisee pursuant to this Section 4.5 and shall be responsible for the breach by such Persons of the restrictions contained herein. A form of Employee Confidentiality Agreement for the Franchisee's employees is attached hereto as Exhibit D. The foregoing shall not limit the disclosure of the terms hereof to the extent required under applicable Law.

ARTICLE V.
CUSTOMER ACCOUNTS

Section 5.1 Base Corvus Business Package. If the Franchisee has selected the Base Corvus Business Package, as reflected in the Franchise Summary, the Franchisor agrees to offer, in consideration of the payment of the Base Franchise Fee by the Franchisee, commercial cleaning and maintenance contracts and to offer to the Franchisee the opportunity to perform services in accordance with those commercial cleaning and maintenance contracts, which contracts will have cumulative initial gross monthly billings in an amount equal to the Base Corvus Business Package (i.e., $1,000 of gross monthly billings).

Section 5.2 Initial Extra Corvus Business Package. If, as of the Effective Date, the Franchisee has elected to accept the right to service commercial cleaning and maintenance contracts having gross monthly billings in excess of the Base Corvus Business Package, as reflected in the Franchise Summary under the heading "Total Initial Corvus Business Package" (the "Initial Extra Corvus Business Package"), the Franchisor, in consideration for the payment of the Initial Extra Corvus Business Package Fee, specified in the Franchise Summary (the "Initial Extra Corvus Business Package Fee"), agrees to offer commercial cleaning and maintenance contracts having gross monthly billings equal to the Initial Extra Corvus Business Package and to offer to the Franchisee the right to perform services in accordance with those commercial cleaning and maintenance contracts.

Section 5.3 Corvus Value Package. If the Franchisee has selected the Corvus Value Package, as reflected in the Franchise Summary, and has paid the Corvus Value Package Fee, the Franchisor agrees to offer, in consideration of the payment of the Corvus Value Package Fee by the Franchisee, the right to service commercial cleaning and maintenance contracts, which contracts will have cumulative initial gross monthly billings in an amount equal to the Corvus Value Package (i.e., $1,000 of gross monthly billings).

Section 5.4 Offering of Additional Cleaning Contracts. At any time following the Effective Date, the Franchisor may offer to the Franchisee the opportunity to accept the right to service additional cleaning and maintenance contracts in amounts in excess of the Total Initial Corvus Business Package. The Franchisee shall be under no obligation whatsoever to accept the right to service such additional commercial cleaning and maintenance contracts.

If the Franchisee elects to accept the right to service additional commercial cleaning and maintenance contracts, it shall pay to the Franchisor the Finder's Fee determined in accordance with Section 6.4 with respect to those Additional Customer Accounts.

Section 5.5 Initial Offering Period.

(a) The Franchisor, subject to the terms and conditions hereof, shall be required to offer the right to service commercial cleaning and maintenance contracts with monthly billings equal to the Total Initial Corvus Business Package, on or prior to the expiration of the Initial Offering Period as such Initial Offering Period is determined by the terms of this Agreement or mutual understanding between the

Franchisor and the Franchisee. If the Franchisor is unable to offer to the Franchisee the right to provide services under commercial cleaning and maintenance contracts with cumulative total initial gross monthly billings equal to or greater than the Total Initial Corvus Business Package within the Initial Offering Period, then a prorated portion of (i) the Base Franchise Fee and the Initial Extra Corvus Business Package Fee, if any, or (ii) the Corvus Value Package Fee, as applicable, shall be refunded to the Franchisee. Except as expressly provided in this Section 5.5, the Franchisor shall have no obligation to refund any portion of any payment made hereunder by the Franchisee to the Franchisor.

(b) Any Service Default that occurs during the Initial Offering Period shall obligate the Franchisee to attend system reorientation as promptly as practicable after the occurrence of such Service Default. In such event, the Franchisor shall be entitled to immediately re-assign the applicable Customer Account to another Corvus franchisee, and the gross billings of the re-assigned Customer Account shall nonetheless be considered in determining whether the Franchisor has satisfied its obligation to offer the Franchisee Customer Accounts having gross monthly billings equal to or greater than the Total Initial Corvus Business Package. The Initial Offering Period shall be extended during any period that the Franchisee is undertaking retraining as contemplated by this Agreement.

(c) The Franchisee acknowledges that it is ordinary in the janitorial industry for Customer Accounts to request changes in their janitorial service provider without any notice. Accordingly, the Franchisee also acknowledges that the Franchisee's ability to respond very quickly when the Franchisor offers the Franchisee a Customer Account is of great commercial importance to the Franchisor, the Corvus System and other franchisees of the Franchisor. The Franchisor may offer a Customer Account to the Franchisee in writing, in person, via electronic mail or facsimile or over the telephone. The Franchisee shall have twenty-four (24) hours (or such shorter period as may be required to meet a customer-imposed timeline) after receipt of an offer to accept a Customer Account. If the Franchisee fails to accept the offer of a Customer Account within such time period, or if the Franchisee has provided the Franchisor with inaccurate current contact information, the Franchisee shall be deemed to have declined such Customer Account, and Section 5.6 hereof shall apply to such denial by the Franchisee.

(d) The Franchisee acknowledges and agrees that the payment by the Franchisor to the Franchisee of the prorated portion of (i) the Base Franchise Fee, or Initial Extra Corvus Business Package Fee, if applicable, or (ii) the Corvus Value Package Fee, as applicable, as provided in this Section 5.5, shall be the Franchisee's sole remedy if the Franchisor is unable or fails to provide the Franchisee Customer Accounts having total monthly billings equal to or greater than the Total Initial Corvus Business Package within the Initial Offering Period.

By way of example, if the Franchisee has accepted a Total Initial Corvus Business Package having monthly billings equal to two thousand dollars ($2,000) and the Franchisor, through no fault of the Franchisee, only offers the Franchisee Customer Accounts having monthly gross billings equal to one thousand six hundred dollars ($1,600), then the Franchisee shall be entitled to a refund of one thousand dollars ($1,000) (i.e., $400 shortfall x 2.5) within thirty (30) days after the expiration of the Initial Offering Period. If a refund is paid by the Franchisor, the revenue commitment of the Franchisor shall be deemed to have been satisfied in full.

Section 5.6 Effect of Refusal of a Customer Account.

(a) If (i) the Franchisee declines to accept any Customer Account (each a "Declined Customer Account") that is offered within the Initial Offering Period to fulfill the Franchisor's commitment to offer the Franchisee commercial cleaning and maintenance contracts having gross monthly billings equal to or greater than the Total Initial Corvus Business Package, and (ii) the Franchisee is in full compliance with all of the terms and conditions of this Agreement and all other agreements made with Franchisor, then the

Initial Offering Period shall be extended by three (3) days for every twenty dollars ($20.00) of Declined Customer Accounts.

(b) Notwithstanding anything found in this Section 5.6, if the aggregate amount of gross monthly billings of all Customer Accounts offered to the Franchisee equals or exceeds an amount that is two (2) times the Total Initial Corvus Business Package, then (i) the Franchisor will be deemed to have met any and all of its obligations under Section 5.5(a) hereof, (ii) the Total Initial Corvus Business Package will be reduced to the amount of gross monthly billings that the Franchisee has accepted, and (iii) the Franchisee shall not be entitled to any reimbursement of the Base Franchise Fee.

Section 5.7 Discontinuance of a Customer Account.

(a) The Franchisee shall have the right to voluntarily cease servicing one or more Customer Accounts (each a "Requested Discontinued Customer Account") upon thirty (30) days' prior written notice to the Franchisor, but the relinquishment of the Requested Discontinued Customer Account shall not relieve the Franchisee from any fees or other obligations to the Franchisor with respect to the Requested Discontinued Customer Account, except as expressly set forth in this Section 5.7. Provided that at the time of the discontinuance of a Requested Discontinued Customer Account, the Franchisee is not in default of this Agreement and there is not then outstanding a Service Default, the Franchisor shall use reasonable good faith efforts to replace the Requested Discontinued Customer Account with one or more Customer Accounts having aggregate monthly revenues equal to or greater than the Requested Discontinued Customer Account.

(b) The Franchisee shall pay no Additional Customer Account Fee if such election occurs within the first thirty (30) days after the Franchisee commences servicing the Customer Account provided no deficiencies in performance. If the election occurs after the first thirty (30) days of servicing the Customer Account, any such replacement Customer Account shall be deemed to be an Additional Customer Account for all purposes of this Agreement and the Franchisee shall be required to pay an Additional Customer Account Fee upon its election to accept the right to service the replacement Customer Account; provided, however, that, if the Requested Discontinued Customer Account is successfully transferred to another Corvus franchisee within the time period covered by Section 5.8 (and remains in good standing for sixty (60) days after the date of transfer), then the Franchisor, at its election, shall either (i) provide the Franchisee with a credit for any fees previously paid to the Franchisor with respect to the Requested Discontinued Customer Account against any Finder's Fee required to be paid by the Franchisee, or (ii) offer to the Franchisee the opportunity to perform services in accordance with Customer Account Contracts that have cumulative initial gross monthly billings in an amount equal to any fees previously paid to the Franchisor with respect to such Requested Discontinued Customer Account divided by three and one half (3.5).

(c) If the Franchisee fails to provide the Franchisor with the requisite notice required by this Section 5.7 prior to ceasing to service a Requested Discontinued Customer Account, or if the Franchisor is unable to successfully transfer a Requested Discontinued Customer Account to another Corvus franchisee, then the Franchisee shall not be entitled to either (i) a credit against any Finder's Fee or (ii) an offer to perform services with respect to replacement Customer Account. The Franchisee shall, in any case, be responsible for all reasonable costs and expenses incurred by the Franchisor with respect to a Requested Discontinued Customer Account, including, but not limited to, any and all expenses necessary for the new Corvus franchisee to bring the Requested Discontinued Customer Account into compliance with the standards and specifications set by the customer. Under no circumstances will a Franchisee be entitled to a refund of any fees paid in relation to a Requested Discontinued Customer Account. For the avoidance of doubt, the Franchisor shall be under no obligation to find a substitute Customer Account to replace any Requested Discontinued Customer Account if the discontinuance of such Customer Account by the

Franchisee occurs after the Applicable Replacement Period (determined in accordance with Section 5.8) has expired.

Section 5.8 Limited Commitment to Replace Customer Accounts.

(a) The Franchisor shall replace any portion of the Base Corvus Business Package that is terminated by the applicable Customer Account within twelve (12) months of the commencement of service provision by the Franchisee to said Customer Account within a reasonable time period following termination. The foregoing obligation shall not apply if:

(i) the Customer Account in question was terminated or transferred to another Corvus franchisee as a result of a Service Default; or

(ii) the Franchisee fails to deliver to the Franchisor at least one (1) passing Franchisee Inspection Report per month signed by the designated contact at the Customer Account in question; or

(iii) the Franchisee is not in compliance with this Agreement or any other agreement with the Franchisor. If a replacement Customer Account has monthly gross billings in excess of the lost Customer Account, the Franchisee shall be required to pay the Franchisor the Finder's Fee for the excess dollar volume in accordance with Section 6.4. The replacement of the right to service a terminated Customer Account in accordance with this Section 5.8 shall be the sole obligation of the Franchisor with respect to a terminated Customer Account and the Franchisee shall not be entitled to any refund of any fees paid. The dollar volume of any Customer Account replaced by the Franchisor is only guaranteed to the extent and for the period that remains under the original commitment period of the terminated Customer Account Contract.

(b) The Franchisor shall replace any Additional Customer Account or any Customer Account that is not part of the Base Corvus Business Package that is terminated within six (6) months of the commencement of service provision by the Franchisee to said Customer Account within a reasonable time period following termination in accordance with the following schedule:

Time Period	Customer Account Value to be Replaced
First three (3) months of service	One hundred percent (100%)
Fourth (4th) through sixth (6th) months of service	Fifty percent (50%)

The foregoing replacement obligation of the Franchisor shall not apply if:

(i) the Customer Account in question was terminated or transferred to another Corvus franchisee as a result of a Service Default

(ii) the Franchisee fails to deliver to the Franchisor at least one (1) passing Franchisee Inspection Report per month signed by the designated contact at the Customer Account in question; or

(iii) the Franchisee is not in compliance with this Agreement or any other agreement with the Franchisor. If a replacement Customer Account has monthly gross billings in excess of the lost Customer Account, the Franchisee shall be required to pay the Franchisor the Finder's Fee for the excess dollar volume in accordance with Section 6.4. The replacement of the right to service a terminated Customer Account in accordance with this Section 5.8 shall be the sole obligation of the Franchisor with

respect to a terminated Customer Account and the Franchisee shall not be entitled to any refund of any fees paid. The dollar volume of any Customer Account replaced by the Franchisor is only guaranteed to the extent and for the period that remains under the original commitment period of the terminated Customer Account Contract.

(c) For the avoidance of doubt, any replacement by the Franchisor of any Customer Account pursuant to this Section 5.8 shall be made in the form of the rights to service additional Customer Accounts, and not in the form of monetary or other compensation.

Section 5.9 Special Cleaning Services. The Franchisor and the Franchisee recognize that there may from time to time be special opportunities presented to the Franchisee by the Franchisor for the right to service one-time or limited duration cleaning or maintenance projects, such as carpet cleaning, strip and waxing, upholstery cleaning or emergency cleaning (a "Special Cleaning Engagement"). If the Franchisee accepts a Special Cleaning Engagement presented by the Franchisor, the Franchisor, in lieu of any Finder's Fee, shall be entitled to retain twenty percent (20%) of the Gross Revenue derived from any such Special Cleaning Engagement. Any Special Cleaning Engagement shall also be subject to the Royalty Fee, Accounting Fee and or other fees as applicable, and shall otherwise be administered in accordance with this Agreement.

ARTICLE VI.
FEES

Section 6.1 Base Franchise Fee. On the Effective Date, if the Franchisee has selected the Base Corvus Business Package, as reflected in the Franchise Summary, the Franchisor shall be entitled, in consideration for the Base Corvus Business Package, to a payment of $_____ (the "Base Franchise Fee") from the Franchisee, not less than two hundred fifty dollars ($250) of which shall be payable to the Franchisor in immediately available funds. The Franchisee may elect to finance all or part of the remainder of the Base Franchise Fee, and the Franchisor shall provide financing for such fee. The amount financed by the Franchisor shall be payable in equal monthly installments of principal and interest over a twenty four (24) month period (unless a shorter period is agreed to by the Franchisor and the Franchisee) at the rate equal to the lesser of 12% per annum or the maximum rate permitted by Law. The first payment related to the financing of the Base Franchise Fee shall be due on the tenth (10th) day of the month beginning the month that the Franchisee begins servicing Customer Accounts and each subsequent payment shall be due prior to the tenth (10th) day of each following month until paid in full. The Franchisee acknowledges that any such financing (or any other financing made hereunder) shall be deemed to be financing provided by one commercial enterprise to another commercial enterprise.

Section 6.2 Initial Extra Corvus Business Package Fee. On the Effective Date, the Franchisee shall pay to the Franchisor, in cash, an amount equal to two-and-one-half (2.5) times the Initial Extra Corvus Business Package (the "Initial Extra Corvus Business Package Fee"), if any. By way of example, if the Franchisee elects to service Customer Accounts having gross monthly billings of two thousand dollars ($2,000), then in addition to the portion of the Base Franchise Fee that the Franchisee elects to pay to the Franchisor on the Effective Date, the Franchisee shall pay to the Franchisor an Initial Extra Corvus Business Package Fee of two thousand five hundred dollars ($2,500), calculated as two-and-one-half times the Initial Extra Corvus Business Package value of $1,000.

Section 6.3 Corvus Value Package Fee. On the Effective Date, if the Franchisee has selected the Corvus Value Package, as reflected in the Franchise Summary, the Franchisor shall be entitled, in consideration for the Corvus Value Package, to a payment of $_____ (the "Corvus Value Package Fee") in immediately available funds from the Franchisee.

Section 6.4 Finder's Fee. If the Franchisor offers to the Franchisee the opportunity to service Customer Accounts in addition to the Customer Accounts provided pursuant to the Total Initial Corvus Business Package, as contemplated by Section 5.4 and Franchisee accepts such offer, then Franchisee shall promptly pay to the Franchisor an amount currently equal to three-and-one-half (3.5) times the gross monthly contract billings from such Customer Accounts (the "Finder's Fee") provided however, the amount of the Finder's Fee may be increased up to five (5) times the gross monthly contract billings from such Customer Account upon a (30) day written notice to you. The Franchisor may elect to finance (but shall not be obligated to finance) all or part of the Finder's Fee. The amount financed by the Franchisor, if any, shall, be financed on such terms and conditions (including term, interest rate and amortization) as shall be mutually agreed by the Franchisor and the Franchisee. The Franchisee shall be required to sign an Additional Customer Account Acceptance in the form set forth in Exhibit C to evidence each Additional Customer Account accepted by the Franchisee.

Section 6.5 Execution of a Promissory Note or Additional Customer Account Acceptance. If the Franchisee elects to finance any portion of the fees payable to the Franchisor, the Franchisee shall execute a promissory note in substantially the form set forth in Exhibit A or an Additional Customer Account Acceptance in the form set forth in Exhibit C to evidence its obligation to the Franchisor with respect to such financing.

Section 6.6 Royalty Fee. The Franchisee shall pay to the Franchisor a continuing and non-refundable royalty in an amount equal to ten percent (10%) of the Franchisee's Gross Revenue (the "Royalty Fee"). The Franchisee agrees that the Franchisor may deduct the Royalty Fee from any amounts payable to the Franchisee pursuant to Section 10.2.

Section 6.7 Accounting Fee. The Franchisee shall pay to the Franchisor a continuing and non-refundable accounting and administrative fee in an amount equal to ten percent (10%) of the Franchisee's Gross Revenue (the "Accounting Fee"). The Franchisee agrees that the Franchisor may deduct the Accounting Fee from any amounts payable to the Franchisee pursuant to Section 10.2.

Section 6.8 Assignment Fee. If the Franchisee shall assign or transfer this Agreement, including, for the avoidance of doubt, by sale or other transfer, including by operation of law, or if any change in the ownership interests of a Franchisee structured as a business entity shall occur, then the Franchisor may impose a fee upon the Franchisee in an amount up to, but not to exceed, two thousand dollars ($2,000) (the "Assignment Fee") in the Franchisor's sole discretion.

Section 6.9 Guaranty. Any direct or indirect owner of the Franchisee, any subsidiaries or Affiliate of the Franchisee, or any spouse of the Franchisee, as applicable (a "Related Party"), a true and accurate list of which is set forth on Annex B, may be required to sign a guaranty (a "Guaranty") in the form attached hereto as Exhibit B. By signing a Guaranty, each such Related Party (i) guarantees the performance of each and every obligation of the Franchisee under this Agreement; (ii) guarantees the payment of all sums which may from time to time become due by the Franchisee under this Agreement; and (iii) agrees to be bound by the confidentiality obligations set forth in Section 4.5 and the non-competition restrictions set forth in Article XIII to the same extent as if such Related Party were a party this Agreement. The Franchisee shall advise the Franchisor of any changes in the partners, shareholders or members of the Franchisee and shall cause any new partners, shareholders or members to execute a Guaranty, if requested by the Franchisor. The failure of any such new owner to sign a Guaranty shall be deemed a material breach of this Agreement by the Franchisee.

Section 6.10 Marketing and Technology Fund Fees.

a. You agree to pay us a Marketing and Technology Fund ("Fund") fee in any

percentage we designate, up to 1% of your monthly Gross Revenue when we implement the Marketing and Technology Fund Fee upon a thirty (30) day written notice to you. We bill and collect all Customer Account receivables generated by customers assigned to you. We cumulate payments and make cash disbursement to you on or about the tenth day of each month of your collected billings less the amount of fees in Article VI, including the Marketing and Technology Fund fees.

b. We will direct all marketing and technology programs, with sole control over the creative concepts, materials, media and technology used in such programs, and the placement and allocation of Fund advertising and technology. You acknowledge that the Fund is intended to further general public recognition and acceptance of the Proprietary Marks for the benefit of the System and other benefits derived from the website. You further acknowledge that we and our designees undertake no obligation in administering the Fund to make expenditures for you which are equivalent or proportionate to your contributions, to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or to ensure that any advertising impacts or penetrates your Protected Territory. The Fund is not a trust and we are not a fiduciary with respect to the Fund.

c. The Fund may be used to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or local advertising, including (without limitation): television, radio, magazine, newspaper and worldwide web/internet advertising campaigns; other advertising, marketing and public relations materials; point-of-purchase materials; paper goods; consumer research, interviews and related activities; the creation, maintenance and periodic modification of the website; reviewing any advertising material you propose to use (as provided below); search engine optimization; establishing a third party facility for customizing local advertising materials; the creative development of signage, posters and unit décor items; the development and creative activity associated with loyalty programs, promotions and public relations events; accounting for Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; other activities that we in our business judgment believe are appropriate to enhance, promote and/or protect the System or any component thereof; and working with our master franchisor, including engaging our master franchisor in all activates, and engaging advertising agencies to assist in any or all of the foregoing activities, including fees to have print, broadcast and/or internet advertising placed by an agency, and all other advertising agency and public relations fees.

d. We need not maintain the sums paid by franchisees to the Fund, or income earned from the Fund, in a separate account from our other funds, but we may not use these amounts under any circumstance for any purposes other than those provided for in this Agreement. We may, however, expend monies from the Fund for any reasonable administrative costs and overhead that we or our master franchisor may incur in activities reasonably related to the administration or direction of the Fund and marketing and technology programs for franchisees including, without limitation, preparing marketing and advertising materials; working with advertising agencies, advertising placement services and creative talent; preparing an accounting of contributions to the Fund and the annual statement of Fund contributions and expenditures provided for below; and, otherwise devoting our personnel, resources and/or funds for the benefit of the Fund. Our right to expend monies from the Fund to reimburse us or our master franchisor for such activities is exclusive of any advertising agency or public relations fees which the Fund must expend to secure the services of an advertising agency or public relations firm or to have print, broadcast or internet advertising placed by an agency.

e. Within ninety (90) days following the close of our fiscal year, we will prepare (but not audit) a statement detailing Fund income and expenses for the calendar year just ended, a copy of which statement will be sent to you upon request.

f. We expect to expend most contributions to the Fund for advertising and technology during the calendar year when the contributions are made. If we expend less than the total sum available in the Fund during any fiscal year, the excess amount will be carried forward to the following fiscal year to be used as provided for in subsection g. If we advance and expend an amount greater than the amount available in the Fund in any calendar year (in addition to any sum required to be expended because we did not expend all the sums in the Fund during the preceding year), we will be entitled to reimburse ourselves from the Fund during the following fiscal year for all such advanced sums, with interest payable on such advanced sums at the greater rate of 1.5% per month or the maximum commercial contract interest rate permitted by law (with interest accruing the first calendar day following the day on which we advance and expend any such sum).

g. We and our master franchisor reserve the right to use any media, create any programs and allocate advertising funds to any regions or localities in any manner we consider appropriate in our business judgment. The allocation may include rebates to individual franchisees of some or all of their Fund contributions for local advertising expenditures if, in our judgment, our advertising program or campaign cannot effectively advertise or promote in certain regions or communities. If we determine that the total Fund contributions collected from all franchisees is insufficient to sustain a meaningful advertising campaign, we may rebate all or a portion of the Fund contributions to franchisees on a pro rata basis. All rebate advertising expenditures must be documented to us in a monthly rebate advertising expenditure report form which we will furnish.

h. Although the Fund is intended to be a perpetual duration, we maintain the right to terminate the Fund, but will not do so until all of the monies in the Fund have been expended for advertising and promotional purposes.

i. The Fund will not be used for any activity whose sole purpose is the sale of franchises; provided, however, that the design and maintenance of our Web site (for which Fund monies may be used) may include information and solicitations for prospective franchisees and public relations and community involvement activities which may result in greater awareness of the brand and the franchise opportunity.

j. No operation which we or our affiliates own or operate will be required to participate in or contribute to the Marketing and Technology Fund or other advertising programs provided for in this Article VI and sub-paragraphs thereof, unless it determines to participate in a regional or joint franchise advertisement. If we or our affiliate decide to participate in any joint or regional advertising of this type, then we or our affiliate will contribute our or its proportionate share of the cost of the advertisement to the franchisee group sponsoring the advertisement.

k. We or our designee will direct all programs financed by the Marketing and Technology Fund, with sole control over the allocation and any Internet or Intranet websites, networks or communities it operates or participate in, or which requires your participation. You agree that the Marketing and Technology Fund may be used to pay the costs associated directly or indirectly with the operation, maintenance, hosting or development of the website bearing our marks; or establishing Internet, Intranet, website or other forms of e-commerce communities, networks, systems, methods, processes, databases or monitoring systems, which may include our establishing one or more Internet or Intranet websites for purposes of: linking this Agreement; our sharing or selling information to third parties; our establishing business to business or business to customer e-commerce; promoting the development and growth of franchises or soliciting franchisees; or your reporting of License Fees, Gross Revenues or other information as we designate from time to time. The Marketing and Technology Fund may be used for defraying administrative hosting, development maintenance costs and overhead incurred by us or our designees in connection with the Fund. The Fund may periodically furnish you with samples of advertising, marketing

and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at the direct cost of producing them, plus any related shipping, handling and storage charges.

ARTICLE VII.
FRANCHISEE UNDERTAKINGS

Section 7.1 Corvus Orientation. Prior to commencing business activity hereunder, for the purpose of determining the Franchisee's relevant experience and ability in relation to the commercial janitorial services industry, the Franchisee shall complete the Corvus orientation course then in effect (the "Initial Orientation"). The Initial Orientation will familiarize the Franchisee with the Procedures and Policies, and determine the Franchisee's existing skills in relation to the Franchisee's ability to meet the cleaning and service requirements demanded to successfully service Customer Accounts.

If the Franchisor determines in its sole discretion that the Franchisee's current skill level in the commercial janitorial services industry is sufficient to service Customer Accounts pursuant to the Corvus System, the Franchisee will be deemed to have completed the Initial Orientation.

If the Franchisor determines in its sole discretion that the Franchisee does not possess the necessary skill level or if the Franchisee requests training prior to commencing business activity hereunder, the Franchisee may be required to participate in training courses as reasonably determined by the Franchisor before the Franchisee is deemed to have completed the Initial Orientation. The Initial Offering Period shall not begin until the Initial Orientation has been completed by the Franchisee. If the Franchisee does not complete the Initial Orientation within sixty (60) days of the Effective Date, the Franchisor shall, in its sole discretion, have a unilateral right to terminate this Agreement upon written notice to the Franchisee. In such event, provided that the Franchisee promptly executes a general release, in a form satisfactory to the Franchisor, releasing the Franchisor from any and all claims, known or unknown, arising from this Agreement, the Franchisor shall refund to the Franchisee (i) the Base Franchise Fee and any Initial Extra Corvus Business Package Fee, or (ii) the Corvus Value Package Fee, as applicable, previously paid by the Franchisee, less two thousand dollars ($2,000), which amount shall be deemed to constitute liquidated damages to compensate the Franchisor for the cost and expenses incurred in connection with the execution of this Agreement prior to the Effective Date, it being understood that the actual amount of such damages will be difficult to determine.

Section 7.2 The Franchisee to Abide by Policies and Procedures. The Franchisee understands and acknowledges that strict compliance with the Corvus System is essential to the Franchisor, the Franchisee and other franchisees to: (i) develop and maintain quality operating standards; (ii) increase the demand for the services sold by the Franchisor; and (iii) protect the Franchisor's and Corvus' reputation and goodwill. The Franchisee agrees to operate its business and provide services to customers in a manner consistent with the procedures, methods and standards demanded by customers and as described in the Corvus Manual(s), and any other policies, procedures or directives that the Franchisor may issue from time to time, including, but not limited to, those communicated by a customer to the Franchisor. The Franchisee shall refrain from operating in any manner that reflects adversely on the Marks or the Corvus System. The Franchisee further agrees and acknowledges that it is not authorized to use the Marks in any capacity other than as provided in this Agreement. The Franchisee shall not implement any modification to the Corvus System without the Franchisor's prior written consent. The Franchisor shall have the right to incorporate any modification to the Corvus System developed by the Franchisee without compensation to the Franchisee. The Franchisee agrees to abide by, and to supervise the Franchisee's employees to ensure their compliance with, the terms of any Law, the Corvus Manual(s) and the other policies and procedures that the Franchisor may issue from time to time in order to remain compliant with customer and governmental directives, and the Franchisee agrees to terminate the employment of any of the Franchisee's employees that fail to comply. The Corvus Manual(s) are the exclusive property of the Franchisor and are made

available to the Franchisee during the term hereof for use in connection with the operation of the Franchisee's franchise. The Franchisee shall return the Corvus Manual(s) to the Franchisor upon the termination of this Agreement for any reason.

Section 7.3 The Franchisee to Abide by All Laws. The Franchisee agrees to abide by all of the terms of this Agreement and all Laws of all Governmental Authorities having jurisdiction over the customers' premises or the activities conducted by the Franchisee. **The Franchisee shall be responsible for all personal property, sales, use and other taxes assessed by Governmental Authorities arising from its business activities as a franchisee. The Franchisee shall be the responsible person for all personal self-employment, income and other taxes required to be withheld and hereby assumes full responsibility for payment of the employer's portion of any social security, Medicare, insurance contribution and other taxes required to be withheld for all of the Franchisee's employees and contractors. The Franchisee shall also pay and/or withhold taxes and premiums for unemployment and workers' compensation insurance for itself and all of its employees, as required by law.** The Franchisee shall provide the Franchisor, upon demand, proof of return and payment of all taxes due and compliance with all laws. The Franchisee shall be responsible for all employment decisions and functions of its business including, without limitation, those related to recruitment, selection, classification, hiring, firing, training, wage and hour requirements, record-keeping, supervision, discipline and termination of employees and the order and sequence of their work.

Section 7.4 Performance of Cleaning Services; Participation. The Franchisee agrees to be solely responsible for the performance of the cleaning and a maintenance service for the Customer Accounts accepted by the Franchisee, and agrees to provide all labor, materials, tools and supplies necessary to service each such Customer Account. All such services will be performed in a good and workmanlike manner, to the satisfaction of the customer for which such services are performed and in accordance with the cleaning schedule or instructions associated with the applicable Customer Account Contract. The person who owns and controls, directly or indirectly, a majority interest of the Franchisee (or, if there is no majority owner, the person who owns and controls the largest percentage of interests in the Franchisee) shall directly supervise and participate personally in the provision of services to the Customer Accounts.

Section 7.5 Quality Control Standards. The Franchisee shall only use uniforms, equipment, supplies, products, sales and promotional materials, control forms and other business forms as are prescribed or permitted by the Franchisor or as required in writing by the Customer Accounts that the Franchisee has the right to service. The Franchisee agrees that it and its employees shall wear approved uniforms and comply with any other methods of on-premises identification requested by a customer. The Franchisee shall maintain a safe place of business and comply with all OSHA and Department of Labor requirements, as well as all federal, state and local laws and regulations, including labor and immigration laws, and all industry standards. The Franchisee shall use its best efforts to hire qualified, competent and conscientious employees and shall maintain a neat, clean, safe and orderly operation in keeping with the high standards established by the Franchisor. The Franchisee consents to a criminal background check by Franchisor for it and its own personnel and shall secure the consent of each of its officers, directors, members and employees to the same and shall cooperate with the Franchisor in any manner reasonably necessary or advisable to conduct such criminal background check from time to time.

The Franchisee consents to, and the Franchisee shall use its best efforts to obtain consents from its employees for, a drug screening, search or inspection at any time upon the Franchisor's request as a condition of employment, as permitted by Law. The Franchisee agrees to permit the Franchisor to observe and evaluate from time to time the performance and quality of services provided by the Franchisee to Customer Accounts in order to ensure that the standards and requirements of the particular Customer Account are being met. The non-customer-specific list of equipment and supplies that the Franchisee is permitted to use as of the date hereof is attached hereto as Annex C. To the extent the Franchisor lists

approved suppliers of equipment and supplies, the Franchisor and its affiliates may receive payments or other compensation from suppliers on account of such suppliers' dealings with the Franchisee and other franchisees. The Franchisor may use all amounts so received for any purpose that the Franchisor and its affiliates deem appropriate.

To the extent the Franchisor lists approved suppliers of equipment and supplies, the Franchisor and its affiliates may receive payments or other compensation from suppliers on account of such suppliers' dealings with the Franchisee and other franchisees. The Franchisor may use all amounts so received for any purpose that the Franchisor and its affiliates deem appropriate.

Section 7.6 Modification to the Corvus System. The Franchisee understands and agrees that, due to changes in competitive circumstances, changing customers and customer demands, and for the protection of the Marks, the Corvus System must be subject to modification, so as to best serve the needs of the Franchisor, the Franchisee and the Franchisor's customers. Accordingly, the Franchisee acknowledges and agrees that the Franchisor may from time to time alter, modify, or change the components of the Corvus System, including, but not limited to, modifying, altering, varying and adopting new products, services, equipment, techniques, methods, programs, standards, training, forms and policies and procedures and changing, improving or modifying the Marks. Failure by the Franchisee to timely adopt the modifications shall be a material breach of this Agreement. In addition to the foregoing right to amend the Corvus Manual(s), if a court or administrative agency makes a ruling or issues a rule that the Franchisor in good faith determines makes the Franchisor a joint employer of the Franchisee or the Franchisee's employees, the Franchisor may structure the business model of the Corvus System to avoid the application of such a ruling or rule, which may also involve amending the Corvus Manual(s) extensively. The Franchisor reserves the right to prescribe these changes unilaterally and will use reasonable efforts to preserve the economic benefits and burdens of the relationship, to the extent possible. The parties intend that the Franchisor shall not be and shall not be obligated to perform the obligations of, a joint employer of either the Franchisee or the Franchisee's employees.

Section 7.7 The Franchisor's Right to Audit. The Franchisee agrees to keep true and accurate business records and books of account, which shall be open to inspection by the Franchisor or its duly authorized agent during regular business hours. The Franchisee further agrees to complete all documentation related to the operation of the Corvus franchise in accordance with the Corvus Manual(s). The Franchisor shall have the right to examine the business records and books of account, including other related records in order to evaluate the Franchisee's compliance with this Agreement. Upon the Franchisor's request, the Franchisee shall prepare and/or produce for the Franchisor any other information, including without limitation, financial statements and personal and business income tax returns, that will permit the Franchisor to verify that all fees due the Franchisor are paid in full, accurately and truthfully accounted for, and that the Franchisee is not otherwise in breach of this Agreement. If the audit reveals that the Franchisee has not faithfully complied with this Agreement, then the Franchisee shall promptly reimburse the Franchisor for the cost of the audit. If the Franchisee fails to furnish the Franchisor with access to or copies of the Franchisee's business records following a demand under this Section 7.8 within three (3) Business Days of a request, the Franchisee shall be required to pay the Franchisor a fee of fifty dollars ($50) per day until the Franchisee has complied with its obligations under this Section 7.8.

Section 7.8 Computer and Other Communication Equipment. The Franchisee shall be required during the term hereof to have access to a personal computer with the ability to print and scan documents. The Franchisee must have a functioning email address in order to receive and send electronic mail. The Franchisee must also have a cell phone to make and receive phone calls. The Franchisee further agrees to be available outside of normal business hours by cell phone if an emergency occurs. The Franchisee shall promptly notify the Franchisor of any changes to the Franchisee's cell phone number or electronic mail address.

Section 7.9 Employer Identification Number. Prior to commencing business activity hereunder, the Franchisee shall obtain an Employer Identification Number from the Internal Revenue Service. The Franchisee may do this or submit a Third-Party Designee authorization form to the Franchisor and a Corvus Janitorial representative may obtain an Employer Identification Number for you.

Section 7.10 Evidence of Good Corporate Standing. Franchisee shall, on an annual basis or at the request of the Franchisor, provide certification from the state(s) governing its entity that the entity is in good standing pursuant to state law.

ARTICLE VIII.
CUSTOMER ACCOUNT DEFICIENCIES

Section 8.1 Corvus Ownership. The Franchisor shall own the rights to all Customer Accounts and grants Franchisee the right and privilege to service such Customer Accounts, as provided herein.

Section 8.2 Right to Transfer. The Franchisor shall have the right, at its sole discretion, to transfer any Customer Account from the Franchisee to a different franchisee, or to temporarily perform the services relating to such Customer Account if a Service Default occurs, or if the Franchisee is otherwise in breach of its obligations under this Agreement.

Section 8.3 Failure to Perform. Franchisor will track each complaint (a "Customer Complaint") received by the Franchisor from the customer that results from the Franchisee, or any of its employees, agents, representatives, or direct or indirect owners taking or failing to take any action that results in a Service Default, or if the Franchisee fails to comply with the Procedures and Policies of the Franchisor.

The Franchisor shall determine, in its sole discretion, whether a complaint by a customer is of sufficient magnitude to constitute a Customer Complaint, or whether the Franchisee has failed to comply with the Procedures and Policies of the Franchisor. If, as a result of a Service Default, the Franchisor is required to provide services on behalf of the relevant customer in order to remedy any deficiency in the services provided by the Franchisee or its personnel, the Franchisor shall be entitled to compensation in an amount equal to fifty dollars ($50) per hour for each person deployed by the Franchisor in order to remedy the deficiency. The Franchisee acknowledges and agrees that the personnel involved in remedying a Service Default may belong to the Franchisor or another Corvus franchisee. The termination of a Customer Account (or the transfer of a Customer Account to another Corvus franchisee) as a result of a Service Default shall not relieve the Franchisee from its obligation to pay any fees or other amounts that are payable hereunder with respect to the terminated or transferred Customer Account, including, but not limited to, the Base Franchise Fee, any Initial Extra Corvus Business Package Fee or Finder's Fee.

Section 8.4 Transfer Mechanics. A transfer is when a Customer Account gets assigned from a Franchisee to another Franchisee. If the Franchisor must transfer a Customer Account from the Franchisee as a result of the Franchisee's failure to meet the demands of the customer pursuant to Section 8.2, the Franchisee shall take all steps necessary to assist in the successful transfer of the Customer Account. The Franchisee shall return all keys, alarm codes, key cards, restroom dispenser keys and other access materials to the Franchisor within twenty-four (24) hours of a request, or immediately if (a) such a request originated from a Customer Account, or (b) the immediate return of such items is reasonably necessary for the Franchisor or another Corvus franchisee of the Franchisor to continue servicing the Customer Account in question. The Franchisee shall be solely responsible for all costs associated with such account transfer, including, but not limited to, the costs of labor, materials and applicable fees pursuant to this Agreement. The Franchisee shall have no further contact with a customer after the termination or transfer of a Customer Account in accordance with the terms of Section 13.1(b).

Section 8.5 Re-Keying. The Franchisee shall reimburse the Franchisor or the Customer Account, as applicable, for all expenses relating to changing the locks, alarm codes, key cards and other entry security measures that result from a transfer of a Customer Account as a result of a Service Default. If the Franchisee fails to timely deliver keys, alarm codes or key cards in accordance with Section 8.4, the Franchisor shall be entitled to initiate re-keying of the facility of the applicable Customer Account and the Franchisee shall be subject to a one hundred-dollar ($100) re-keying charge, in addition to being responsible for all costs and expenses associated with re-keying the customer facility.

ARTICLE IX.
SERVICES PROVIDED BY THE FRANCHISOR

Section 9.1 Services Generally. The services described in this Article IX are an integral part of the Franchisor's business model and are provided by the Franchisor in consideration for the Accounting Fee payable to the Franchisor pursuant to Section 6.7.

Section 9.2 Training.

(a) Initial Orientation. The Initial Orientation provided to the Franchisee described in Section 7.1 shall be provided to the persons executing this Agreement unless the Franchisor, in its sole discretion, agrees in writing to allow a designee of the Franchisee to attend the Initial Orientation. There shall be no separate charge for the Initial Orientation. The Franchisee's failure to attend a scheduled Initial Orientation shall automatically extend the Initial Offering Period by thirty (30) days.

(b) Additional Training. Any training provided to the Franchisee by the Franchisor after the Initial Orientation ("Additional Training") shall include, but shall not be limited to, any training course offered in the Initial Orientation, or any other training provided by the Franchisor to the Franchisee and/or its approved employees. Additional Training shall also include courses introducing new methods, certification requirements, techniques or processes developed after the Initial Orientation. In order to assist the Franchisee with meeting the requirements demanded by customers, the Franchisor shall be entitled to require the Franchisee or any member of its personnel to undertake Additional Training or retraining if a Service Default occurs, or if the Franchisor determines, in its sole discretion, that the Franchisee or its personnel are not properly applying or following the Procedures and Policies of the Franchisor. Additional Training may be employed in lieu of transferring the right to service a Customer Account and is intended to assist the Franchisee with fulfilling the specific needs of customers. In addition, at the request of the Franchisor, the Franchisee or its personnel shall undertake Additional Training to the extent necessary to bring the Franchisee up to date on any new procedures, practices or methods of operation introduced into the Corvus System. Failure by the Franchisee to attend Additional Training or retraining within thirty (30) days after receipt of a demand from the Franchisor shall entitle the Franchisor to transfer the Customer Accounts being serviced by the Franchisee to another Corvus franchisee.

Section 9.3 Billing, Collection and Advances.

(a) The Franchisor has the exclusive right to perform, and shall perform, all billing for services and supplies provided by the Franchisee to a Customer Account. In connection with the foregoing, the Franchisor shall receive and record all payments from customers serviced by the Franchisee. The Franchisor shall furnish to the Franchisee on or before the tenth (10th) day of each month a statement of the monthly Gross Revenue derived by the Franchisor and of all fees, costs, expenses and other amounts payable by the Franchisee with respect to the prior month. The Franchisor may, but is not required to, advance the Franchisee amounts owed by a customer prior to the Franchisor receiving payment, provided that the Franchisee and the Guarantors have first signed and issued to the Franchisor a Receivables Advance Promissory Note in substantially the form attached hereto. The statement shall be in such form as is set

forth in the Corvus Manual(s) as in effect from time to time. If the tenth (10th) day of a month is a Saturday, Sunday or holiday, the monthly statement shall be provided to the Franchisor on the next Business Day.

(b) At the beginning of each month or as otherwise provided in a Customer Account Contract, the Franchisor shall invoice each Customer Account allocated to the Franchisee and shall use its reasonable commercial efforts to collect payment from each such Customer Account for all services performed and supplies provided by the Franchisee in the prior month. On the tenth (10th) day of each month (or the following Business Day if the tenth (10th) is a Saturday, Sunday or holiday), the Franchisor shall pay to the Franchisee the amount of the Gross Revenue attributable to Customer Accounts of the Franchisee, less any royalties, fees or other amounts that are then due to the Franchisor, such amount to be paid, subject to clause (d) below, whether or not the Gross Revenue attributable to the Customer Accounts of the Franchisee have been collected as of the date of payment.

(c) Any amount that is paid to the Franchisee prior to the collection of the related Gross Revenue of a Customer Account shall be deemed to constitute a non-interest-bearing advance made by the Franchisor to the Franchisee and shall be subject to the recapture provisions of Section 10.2.

(d) The Franchisor shall not be obligated to make any advance to the Franchisee under this Section 9.4 if the accounts receivable of the Customer Account are more than ninety (90) days past due from the date of invoicing.

Section 9.4 General Contract Administration. The Franchisor shall determine pricing for all Customer Accounts, prepare all bid proposals and determine and approve the terms and conditions of each Customer Account Contract.

ARTICLE X.
BILLING AND PAYMENT

Section 10.1 Payment to the Franchisor. The Customer Accounts shall be obligated to make all payments directly to the Franchisor, and the Franchisee shall make no attempts to collect or receive any payments directly from or in respect of the Customer Accounts. If the Franchise receives a payment from a Customer Account, the Franchisee shall promptly remit the payment to the Franchisor. The failure to promptly remit any such payment to the Franchisor shall constitute a material breach of this Agreement.

Section 10.2 Payments to the Franchisee. The Franchisor shall remit all money owed to the Franchisee, less any fees, royalties, expenses and charges due to the Franchisor (including, for the avoidance of doubt, the Royalty Fee pursuant to Section 6.6, the Accounting Fee pursuant to Section 6.7, on the 10th day of each month for work performed during the previous month. If any customers have amounts owed that are over ninety (90) days overdue, the Franchisor shall deduct eighty percent (80%) of such amounts from the amount payable to the Franchisee in the next month (the "Receivable Charge Back") and may repay in part the principal advanced to Franchisee by Franchisor and any accrued interest thereon under a promissory note in respect of the overdue receivable. If customers later pay any such amounts, the Franchisor shall pay to the Franchisee such portion of the Receivable Charge Back on the 10th day of the next month; provided, that, the Franchisor may, in its sole discretion, use the Receivable Charge Back to pay any debts or other amounts then owed by the Franchisee to the Franchisor.

Section 10.3 Application of Funds Received from Customer Accounts. The Franchisee expressly authorizes the Franchisor the right to apply any payments received with respect to a Customer Account and all credits to which the Franchisee may otherwise be entitled hereunder, first toward the payment of any amount due to the Franchisor hereunder or under any other promissory notes or agreements between the Franchisor and the Franchisee, and, thereafter toward the payment of any amount due to the

Franchisee hereunder or under any other agreement between the Franchisor or the Franchisee. If the services provided by the Franchisee on any Customer Account are discontinued for any reason, the Franchisor shall have the right to apply the entire amount of any payment subsequently received by the Franchisor from the Customer Account no longer serviced by the Franchisee to the balance of any amount owed by the Franchisee to the Franchisor with respect to the applicable Customer Account. Notwithstanding anything to the contrary herein, nothing in this Section 10.3 shall release the Franchisee from its obligations to the Franchisor for any amount still owed to the Franchisor after applying the funds received from a discontinued Customer Account.

Section 10.4 Legal Proceedings. The Franchisor shall be entitled to recover from the Franchisee all reasonable attorneys' fees, court costs and expenses, and other out-of-pocket expenses incurred by the Franchisor in enforcing payment by a Customer Account and/or payment by the Franchisee or its guarantors, if any. The Franchisor may recover these amounts from the amounts payable to the Franchisee pursuant to Section 10.2. The Franchisor and the Franchisee may agree to the assignment (pursuant to a form of assignment acceptable to the Franchisor) by the Franchisor of the right to enforce payment in any delinquent Customer Account.

If such an assignment occurs, the Franchisee shall be responsible and shall pay any and all attorneys' fees, court costs and expenses and other out-of-pocket expenses necessary to collect and enforce payment. If, after such assignment, the Franchisee collects monies on the delinquent Customer Account, it shall be responsible for all Accounting Fees, Royalty Fees and other amounts associated with the delinquent Customer Account on the amount so collected. The Franchisor shall keep the Franchisee informed as to the status of any legal proceedings initiated against a delinquent Customer Account.

If the Franchisor initiates legal proceedings against a delinquent Customer Account, the Franchisee shall be entitled to receive the proceeds of any amount recovered, not of any fees otherwise due and payable by the Franchisee in respect of the delinquent Customer Account, and the associated costs of collection. The Franchisor shall have the absolute right to settle and compromise customer obligations without the consent of the Franchisee and this may result in the Franchisee receiving less than the original Gross Revenue attributable to a Customer Account.

ARTICLE XI.
TERM AND TERMINATION

Section 11.1 Terms. This Agreement shall become effective on the Effective Date and remain in full force and effect for an initial period of ten (10) years from the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. The Term shall automatically renew for successive ten (10) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term") if the Franchisee:

(a) Gives the Franchisor written notice of its intent to renew not more than one hundred eighty (180) days nor less than ninety (90) days prior to the date of expiration of the Initial Term or any Renewal Term;

(b) Executes, at least thirty (30) days prior to the date of expiration of the Agreement, the then current Corvus Janitorial Franchise Agreement (the "Renewal Agreement"), and any other documents that the Franchisor deems necessary for the Franchisee to execute upon renewal and which are consistent with the then-current business practices of the Franchisor. The Renewal Agreement shall be on the same terms and conditions as the Franchisor is then granting to new franchisees, except that there shall be no payment of any additional franchise fee other than the Renewal Fee. The Renewal Agreement shall not entitle the Franchisee to receive any volume of initial business;

(c) Is not in default of, and has been in substantial compliance with this Agreement and any other agreement between the Franchisee and the Franchisor on the date of giving notice, the date of execution of the Renewal Agreement, and the date of expiration of the Initial Term or any Renewal Term; and

(d) Executes a general release, in a form satisfactory to the Franchisor, releasing the Franchisor from any and all claims, known or unknown, arising from this Agreement; provided, however, that no such renewal shall be effective if the Franchisor has provided notice to the Franchisee of its intention not to renew this Agreement on or prior to the date that is one hundred eighty (180) days prior to the last day of the Initial Term or any Renewal Term. At the time of renewal, the Franchisee shall pay to the Franchisor a renewal fee equal to ten per cent (10%) of the Base Franchise Fee Franchisor then charges for the Franchise.

Section 11.2 Mutual Right of Termination. This Agreement may be terminated by either party, effective immediately, in the event of the insolvency or bankruptcy of the other party, or if the other party admits in writing its inability to pay its debts or has a receiver or trustee appointed over its assets, property or business, makes an assignment for the benefit of its creditors or has commenced against it proceedings related to bankruptcy, insolvency or reorganization or if it otherwise is the subject of liquidation or dissolution.

Section 11.3 Franchisee Right to Terminate.

(a) This Agreement may be terminated by the Franchisee in the event of a material breach by the Franchisor of its obligations under this Agreement, which breach remains unremedied by the Franchisor more than ninety (90) days after receipt by the Franchisor of a written notice thereof from the Franchisee. Any termination of the Agreement pursuant to this Section 11.3 by the Franchisee shall be subject to the requirements of Section 11.6.

(b) This Agreement may be terminated by the Franchisee upon one-hundred-and-twenty (120) days' written notice by the Franchisee to the Franchisor if the Franchisee pays the Franchisor an amount (the "Debranding Fee") equal to three (3) times the average monthly value of all Customer Accounts serviced during the six (6) months immediately prior to the date the Franchisee provides written notice of termination. The Franchisee must remit the cash sum and written notice of the Franchisee's intent to terminate the Agreement to the Franchisor via certified mail to Franchisor at the address listed in Section 15.5. In addition to payment of the Debranding Fee, the Franchisee must sign a general release of the Franchisor, aid in the transfer of the right to service any Customer Accounts, agree not to disparage the Franchisor, comply with the requirements of Section 11.6, and must assist in the successful transferring of all Customer Accounts. Franchisee agrees to pay any outstanding fees to Franchisor.

Section 11.4 Franchisor Right to Terminate Immediately. In addition to the circumstances described in Section 11.2, in the Franchisor's sole and absolute discretion, this Agreement may be terminated immediately upon written notice by the Franchisor to the Franchisee in the event of: (i) the termination by three or more customers of the services of the Franchisee as a result of a Service Default within any given period of thirty (30) days; (ii) the voluntary abandonment by the Franchisee of the Franchisee's Corvus franchise; (iii) the violation by the Franchisee of its obligations under Article XIII or Section 4.5; (iv) the attempted assignment of this Agreement or the rights and obligations of the Franchisee hereunder to a third Person without the consent of the Franchisor; (v) the commission or alleged commission by the Franchisee or its personnel of a felony, crime of moral turpitude or act that otherwise may adversely impact the reputation of the Franchisor or the goodwill associated with the Marks; (vi) the Franchisee making a material misrepresentation or inaccuracy in materials furnished to the Franchisor in connection with the Franchisee's franchise application or admission as a franchisee; (vii) the engagement

by the Franchisee in threatening or belligerent acts directed at the personnel of the Franchisor, another franchisee of Franchisor or its personnel, or a customer or its personnel, patrons, invitees or contractors, including, but not limited to, harassment by e-mail, telephone, facsimile or text messaging; (viii) the Franchisee's failure to commence business operations within six (6) months after the Effective Date of this Agreement; (ix) the Franchisee's failure to actively operate its franchise for a period of more than seven (7) days except any authorized vacation or medical leave; (x) the Franchisee's failure to provide janitorial services for two (2) consecutive customer appointments, regardless of whether or not such failures are in connection with the same Customer Account; (xi) the monthly Gross Revenue of the Franchisee falling below four hundred dollars ($400) for any four (4) consecutive months following the fulfillment of the Franchisee's Total Initial Corvus Business Package; (xii) the Franchisee attempting to contest in any manner the validity of the Franchisor's ownership of and/or the rights to the Marks and/or any patents now existent or hereafter obtained; (xiii) the Franchisee's failure to comply with any Law; or (xiv) the Franchisee's repeated (three or more times) failure to comply with the lawful provisions of this Agreement or any other Agreement with the Franchisor or any of its Affiliates. If this Agreement is terminated by the Franchisor, whether under this Section 11.4 or otherwise, all amounts owed by the Franchisee hereunder shall become immediately due and payable without the requirement of any action or notice on the part of the Franchisor.

Section 11.5 Franchisor Right to Terminate Upon Notice. This Agreement may be terminated upon written notice by the Franchisor in the event of a material breach by the Franchisee of its obligations under this Agreement other than those described in Section 11.4 or of any promissory note or other agreement executed in connection herewith, which breach remains unremedied by the Franchisee more than thirty (30) days (or ten (10) days in the case of a monetary default) after receipt by the Franchisee of written notice thereof from the Franchisor.

Section 11.6 Procedures Upon Termination. Upon expiration, termination or assignment of this Agreement for any reason, the Franchisee shall cease to be a franchisee and shall do all of the following acts and things, each of which shall survive the termination of this Agreement and shall remain an ongoing obligation of the Franchisee:

(a) Immediately pay to the Franchisor all monetary amounts owed pursuant to this Agreement (whether by acceleration or otherwise) and cease doing business under the Marks as a Corvus franchisee. Any amounts due the Franchisor at or after the Franchisee's termination may be offset against any amounts collected by the Franchisor for services rendered by the Franchisee;

(b) Immediately and permanently discontinue the use of all Marks, or any other name or designation indicating or tending to indicate that the Franchisee is or ever was an authorized franchisee. Furthermore, the Franchisee shall not promote or advertise the fact that the Franchisee was formerly a franchisee or Affiliate of the Corvus organization;

(c) Promptly surrender to the Franchisor all stationery, letterheads, forms, manuals, printed matter, films, books cassettes, videotapes and advertising containing Marks, including, but not limited to, the proprietary mark "Corvus," or any similar names or marks or designations indicating or tending to indicate that Franchisee is or ever was an authorized franchisee;

(d) Immediately and permanently discontinue all advertising as a franchisee;

(e) Immediately and forever cease and desist from using the Corvus System, including, but not limited to, advertising and promotional materials, and all trade secret and confidential and proprietary material delivered to the Franchisee pursuant to this Agreement;

(f) Return the Corvus Manual(s) and any other items or materials that contain the Marks or that are part of the Corvus System;

(g) Return any and all equipment and/or supplies that the Franchisee is leasing from the Franchisor;

(h) Refrain from doing anything that would indicate that the Franchisee is or ever was an authorized franchisee;

(i) Immediately and permanently discontinue wearing any apparel indicating or tending to indicate that the Franchisee is or was an authorized franchisee, and promptly surrender to the Franchisor all apparel bearing a Mark; and

(j) Discontinue any contact with all Customer Accounts.

ARTICLE XII.
INDEMNITY AND INSURANCE

Section 12.1 Indemnity. The Franchisee shall be solely responsible for the services and results of services performed by the Franchisee and its employees, agents and representatives, and shall indemnify and hold harmless the Franchisor and its Affiliates, and partners, members, directors, officers, employees, agents and representatives of each, and all other franchisees from all expenses, fines, suits, proceedings, claims, losses, damages, liabilities or actions of any kind or nature (including, but not limited to, costs and attorneys' fees) arising out of or in any way connected with the Franchisee's operations.

The Franchisee further agrees that if the Franchisor is made a party to a lawsuit or other legal action in connection with the activities of the Franchisee, then the Franchisor may tender the defense and/or prosecution of the case to the Franchisee who shall be responsible for diligently pursuing the case or action at the Franchisee's expense, or the Franchisor may hire counsel directly to protect its interests and bill the Franchisee for all costs and attorneys' fees incurred, and the Franchisee shall promptly reimburse the Franchisor for costs and expenses incurred. The obligations of the Franchisee pursuant to this Section 12.1 shall survive the expiration or termination of this Agreement.

Section 12.2 Insurance. Franchisor is not acting as an insurance producer, agent, or broker, and Franchisee shall consult its own agent as to adequacy of the insurance program. This program may not provide all lines necessary to protect your personal and business needs. Franchisee will be automatically enrolled in our Group Insurance Program described in Section 12.3 and will be billed for and pay when due its allocable share of the premium for such Insurance Program. Franchisee may opt out of the Group Insurance Program by providing a certificate of insurance, showing proof of all required coverage, naming of Franchisor and Corvus as additional insureds, and thirty (30) days' prior written notice to Franchisor of cancellation, termination or non-renewal, prior to beginning any work for customers. The insurance coverage Franchisee may obtain on its own and at its own expense and maintain in effect during the term of this Agreement must be from the insurance broker designated by Franchisor, the terms and coverage of which must be satisfactory to the Franchisor and shall meet the following minimum standards:

TYPE	AMOUNT
Minimum Insurance Specifications	
Janitorial bonding / Crime insurance	• General aggregate limit of $100,000 • Include employee dishonesty and off-premises theft of customer's property • No conviction clause • Third party coverage
Comprehensive general liability insurance	• Include blanket contractual liability and broad form property damage • Coverage of at least $1,000,000 per occurrence and $2,000,000 general aggregate • Umbrella coverage of at least $5,000,000 • Care, Custody and Control coverage in full policy limits • Extended Property Damage with a limit of $300,000 • Lost Key Coverage in the amount of $100,000 per occurrence • Limited Pollution Coverage with a limit of $300,000 • Deductible per occurrence (not per claim) • Blanket Additional Insured as required by contracts with customers • Primary/Non-Contributory Additional Insured as required by contracts with customers • Waiver of subrogation as required by contracts with customers • Separate aggregate away from premises per location
Automobile liability insurance	• Include hired and non-owned • $1,000,000 combined single limit

Workers compensation insurance	• Coverage for owners and officers of franchisee entity Employer Liability Limits: • $1,000,000 per accident (bodily injury by accident) • $1,000,000 per policy limit (bodily injury by disease – policy limit) • $1,000,000 per employee (bodily injury by disease – each employee) • Waiver of subrogation as required by contracts with customers (if applicable in state)

Section 12.3 Group Insurance. The Franchisee may obtain the insurance required by Section 12.2 by participating in a group insurance program arranged by the Franchisor. The Franchisee shall promptly execute any applications or other forms, or instruments required to obtain such insurance if it elects to participate in the group insurance arranged by the Franchisor. Group insurance sponsored by the Franchisor shall not include coverage of the Franchisee's personal use of automobiles or equipment, or coverage with respect to any Customer Accounts that have not executed Customer Account Contracts with the Franchisor (including any cleaning and/or maintenance engagements secured independently by the Franchisee). The cost for such insurance shall be the prevailing rate for such insurance, as determined by the Franchisor in its sole discretion. For the avoidance of doubt, such insurance may be more expensive than the Franchisee's cost for similar insurance obtained independently by the Franchisee from the insurance broker designated by us. Participation by the Franchisee in the group insurance program may be terminated by the Franchisor in its sole discretion if: (i) the Franchisee is not an active franchisee; (ii) the Franchisee files an insurance claim under any of the Franchisor's group insurance coverage that, in the Franchisor's reasonable opinion, is fraudulent; (iii) the Franchisee fails to report all revenue to the Franchisor generated by Customer Accounts that have executed Customer Account Contracts; (iv) the Franchisee fails to pay any amount owed relating to the Franchisee's participation in the group insurance program; (v) the Franchisee fails to comply with any other provision of this Agreement, or any other agreement with the Franchisor; or (vi) if, in the Franchisor's sole discretion, the Franchisee experiences excessive claims losses or demonstrates gross misconduct or gross negligence. Rates for participation in the Franchisor's group insurance program may increase on thirty (30) days' prior written notice. The Franchisee agrees that the Franchisor may deduct any amounts owed to the Franchisor for participation in group insurance programs sponsored by the Franchisor.

Section 12.4 Right to Buy Insurance for the Franchisee. If the Franchisee fails to provide the Franchisor with proof of insurance meeting the requirements of Section 12.2, the Franchisor shall, in addition to any other remedies available hereunder, be entitled (but not required) to purchase such insurance (including any retroactive coverage deemed advisable by the Franchisor) for the benefit of the Franchisee, in which event the Franchisee shall be required to promptly reimburse the Franchisor for the cost of procuring the insurance, and the Franchisor shall be entitled to offset the cost of such insurance (including any fees payable with respect to retroactive coverage) against any amounts payable to the Franchisee hereunder.

Section 12.5 Additional Insured. The Franchisee shall cause the Franchisor and Corvus to be named as additional insured parties in any policy of insurance obtained in accordance with this Article XII.

ARTICLE XIII.
NON-COMPETITION

Section 13.1 Non-Competition Undertaking. In consideration of the grant to the Franchisee of the license to the Corvus System and the Know-How and Confidential Information in accordance with this Agreement and the sales procurement services, expertise and other benefits made available to the Franchisee hereunder, and to protect the integrity of the Corvus System and the value and goodwill associated with the Marks, the Franchisee agrees to the following:

(a) Restrictions on Competition During the Term. During the Term, the Franchisee will not interfere with the relationship of the Franchisor or any Affiliate with customers or potential customers by, among other things, attempting to persuade the customers of the Franchisor or any Affiliate to do business with a Person other than the Franchisor or any Affiliate, or to pay the Franchisee or an Affiliate directly for the provision of cleaning and maintenance services or any janitorial or cleaning products.

The Franchisee shall not (i) knowingly interfere, solicit, or otherwise contact a current Customer Account or potential Customer Account being serviced by or solicited by any other franchisee of the Franchisor or any Affiliate, or (ii) employ or seek to employ or engage as an employee, franchisee, consultant or contractor any Person who is a franchisee of the Franchisor or any Affiliate, or an employee of a franchisee of the Franchisor or any Affiliate, or any Person who within the preceding twenty four (24) month period was a franchisee or employee of the Franchisor or any Affiliate. For the avoidance of doubt, in addition to current Customer Accounts or potential Customer Accounts, this restriction shall also apply to Special Cleaning Engagements. If violation of this Section 13.1(a) occurs, the Franchisor, in its discretion, may charge the Franchisee a fee of five hundred dollars ($500), accelerate the payment of all amounts owed to the Franchisor by the Franchisee, and/or terminate this Agreement**. Restrictions on competition during the term as defined above, of course, shall have no bearing on commercial maintenance activity connected to Franchisee's non Corvus operations.**

(b) Restrictions on Competition Following Termination. Following the termination of this Agreement for any reason, other than the Franchisor's failure, during the Initial Offering Period, to offer the Franchisee commercial cleaning and maintenance contracts in an amount equal to the Base Corvus Business Package or the Corvus Value Package, as applicable, the Franchisee agrees that, for a period of twenty four (24) months following termination, it shall not: (i) solicit or accept any cleaning and maintenance engagement from, or sell any cleaning or janitorial products to, on behalf of itself or another Person for cleaning and maintenance services, any customer of the Franchisor or any Affiliate within the Territory or any Person who, within the twenty four (24) month period prior to the termination hereof, was a customer of the Franchisor or any Affiliate; or (ii) employ or seek to employ or engage as an employee, franchisee, consultant or contractor any Person who is a franchisee of the Franchisor or any Affiliate, or an employee of a franchisee of the Franchisor or any Affiliate, or any Person who within the twenty four (24) month period prior to the termination hereof, was a franchisee or employee of the Franchisor or any Affiliate.

Section 13.2 Reasonable and Necessary Restrictions. The Franchisee acknowledges that the restrictions set forth in this Article XIII are reasonable, fair and equitable in scope, terms and duration and are necessary to protect the legitimate business interests of the Franchisor and to preserve the goodwill associated with the franchise and the Marks and are a material component of the Franchisor's decision to enter into this Agreement. The Franchisee further agrees that if the foregoing restrictions are not complied with by the Franchisee, the Franchisor's remedy at law may be inadequate. Accordingly, the Franchisee agrees that the Franchisor shall be entitled to specific performance of the obligations of the Franchisee set out in this Article XIII, and that the Franchisor shall be entitled to obtain preliminary and permanent

injunctive relief against the Franchisee should the Franchisee fail to comply with such obligations. The Franchisor shall not be required to post a bond in any proceedings initiated to enforce this Article XIII. If any court of competent jurisdiction determines that the restrictions set forth in this Article XIII are unreasonably broad or of unreasonable duration, such provisions shall be reduced to the largest geographic area or the longest time period that such court determines reasonable under the circumstances.

Section 13.3 Related Party Compliance. Unless expressly waived by the Franchisor, each related party shall execute a Guaranty pursuant to which such party agrees to be bound by the confidentiality restrictions set forth in Section 4.5 and the restrictions on competition set forth in this Article XIII. The Franchisee shall be responsible for any breach by the Related Parties of their respective obligations under the Guarantees.

ARTICLE XIV.
ASSIGNMENT

Section 14.1 The Franchisor's Right to Assign the Franchise Agreement. The Franchisor may, without the consent of the Franchisee, assign this Agreement, or the Franchisor's rights and duties under this Agreement, to any other entity or third party, whether affiliated with or independent of the Franchisor. The Franchisor may also assign to any other entity or third party, whether affiliated with or independent of the Franchisor, any promissory note or other negotiable instrument of the Franchisee that is payable to the Franchisor, either in connection with or independent of this Agreement. The Franchisor's rights under this Agreement shall inure to the benefit of any assignee or legal successor to the Franchisor. Without restricting the foregoing, the Franchisee expressly affirms and agrees that the Franchisor may be sold or merge into another person or entity and may sell substantially all of its assets, and, with regard to the above sales, assignments or dispositions, the Franchisee expressly and specifically waives any claims, demands or damages arising from or related to the loss of the Marks and/or the loss of association with or identification with the Corvus brand arising out of the Franchisor's actions described in this.

Section 14.2 The Franchisee Shall Not Assign. The Franchisee shall not, directly or indirectly, assign or transfer this Agreement, including, for the avoidance of doubt, by sale or other transfer, including by operation of law, of the Franchisee, without the Franchisor's written permission. For the purposes of this Section 14.2, any change in the ownership interests of a Franchisee structured as a business entity shall be deemed an assignment and transfer of this Agreement. If the Franchisor gives written permission for an assignment or transfer of this Agreement (including a change in the ownership interests of a Franchisee structured as a business entity), the Franchisor may charge an Assignment Fee in the Franchisor's sole discretion.

Prior to Franchisor's approval of an assignment, the proposed assignee must be a legally formed business entity. The original assigning Franchisee shall remain primarily liable to the Franchisor as a guarantor of the obligations of the assignee under this Agreement. The assignee shall obtain and provide to the Franchisor a separate Federal taxpayer identification number and provide such number to the Franchisor before commencing operations.

Section 14.3 Right of First Refusal. In the event Franchisee requests that Franchisor approve an assignment or transfer of this Agreement, Franchisor shall have the exclusive option, for ninety (90) days after receipt of such request, to purchase the interest to be assigned or transferred upon the terms of a bona fide offer from a third party. The First Refusal Option shall not be, in whole or in part, assignable

ARTICLE XV.
MISCELLANEOUS

Section 15.1 Independent Contractor. The Franchisee is and shall remain at all times an independent contractor in business for itself and shall have no right or interest in or authority over the Franchisor or any of the Franchisor's property or business. Neither the Franchisee nor the Franchisee's employees are employees of the Franchisor or Corvus. Neither the Franchisee nor the Franchisor is the principal, agent, employer, employee, partner, officer, director or owner of the other. The Franchisee shall hold itself out as an independent contractor in its dealings and communications with the public.

The Franchisee shall obtain all applicable business licenses and/or registrations from all local or state agencies having jurisdiction over the Franchisee's business, as required. The Franchisee shall furnish proof to the Franchisor that the Franchisee has obtained the applicable business licenses and registrations upon request.

Section 15.2 Physical Location. Franchisee is not required to maintain a physical location, and Franchisor discourages Franchisee from doing so. If Franchise elects to maintain a physical location, Franchisor must approve the site and appearance of the physical location. Franchisor will have 30 days to review any proposed location. Franchisor's approval will be based on a review of the proposed location's geographic and aesthetic characteristics and will not be unreasonably withheld. If Franchisor has not approved any proposed site within 90 days after the execution of this Agreement, Franchisee must begin servicing Customer Accounts without maintaining a physical location. Franchisee many not use the Marks in any signage for a physical location.

Section 15.3 Amendment. This Agreement may be amended, modified and supplemented only by mutual written agreement of the parties.

Section 15.4 Non-Franchisor Customer Account Support. The Franchisor shall not have any obligations to (i) any Franchisee with respect to any Customer Account that does not execute a Customer Account Contract with the Franchisor, or (ii) any such Customer Account, including, but not limited to, any replacement obligations pursuant to Section 5.8, any obligation to cover such Franchisee or Customer Account by any insurance obtained by the Franchisee through the Franchisor's insurance programs, or any other obligation pursuant to this Agreement.

Section 15.5 Notices. Any notice, request, instruction or other document to be given hereunder by a party hereto, except as otherwise provided, shall be in writing and shall be deemed to have been given: (a) when received if given in person or by courier or a courier service; (b) on the date of transmission if sent by facsimile, electronic mail or other wire transmission; or (c) three (3) Business Days after being deposited in the mail, certified or registered, postage prepaid.

Any such notice to be given to the Franchisee shall be given to the address set forth in the Franchise Summary and to the Franchisor at the following address:

The Franchisor:	Weaver Holdings, L.L.C. 307 Townepark Circle Louisville, Kentucky 40243 Facsimile: (502) 493-9666 Phone Number: (502) 493-8900 E-mail Address: chadrickweaver@yahoo.com

or to such other address as may be specified in a written notice furnished to the other party in accordance with this Section 15.5.

Section 15.6 Modification. Any amendment, modification or change of this Agreement will be valid only if it is in writing and signed by an authorized representative of the party to be bound. Notwithstanding the foregoing, the Franchisor may unilaterally effect changes to the Corvus System through the Corvus Manual(s) and may also unilaterally change the business model of the franchise to avoid joint employer status, in which case the Franchisor will make reasonable efforts to preserve the economic benefits and burdens of this Agreement for the Franchisee.

Section 15.7 Rights and Remedies Cumulative. All rights and remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity or otherwise. If a party has a choice of one action "or" another action, then the party may take both of those actions.

Section 15.8 Waivers. The failure of either party to enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver to any extent of that party's right to assert or rely upon any provision of this Agreement or right in that or any other instance. A delay or omission by a party to exercise any right or power under this Agreement will not be construed to be a waiver of that right or power. Waiving one breach will not be construed to waive any succeeding breach. All waivers must be in writing and signed by the party waiving rights.

Section 15.9 No Third-Party Beneficiaries. Except as specifically provided herein, no third party will be deemed to be an intended or unintended third-party beneficiary of this Agreement; provided, however, that Corvus may enforce and rely on the terms of this Agreement conferring a benefit on it to the same extent as if it had been a party to this Agreement. Corvus is the only third-party beneficiary of this Agreement.

Section 15.10 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. Notwithstanding the foregoing, if any state or federal court applying Kentucky or federal law issues an opinion that directly affects Franchisor or this Agreement, or that establishes a precedent construing the law of Kentucky or the law applicable to Franchisor and its relationship with Franchisee, or any statute or regulation is enacted, repealed or amended, after the date of this Agreement, to the effect that (i) Franchisor or Corvus Holdings LLC is the employer of Franchisee or Franchisee's employees, or (ii) Franchisor or Corvus Holdings LLC is the joint employer of Franchisee's employees, then Franchisor may, in its sole discretion, (a) terminate this Agreement without penalty payable by any party to another party, and without refund of any previously paid initial franchise fees, or (b) modify its business practices and business model by written notice to Franchisee including a unilateral amendment to this Agreement so as to avoid creating employment relationships described in clauses (i) or (ii) above. Franchisee acknowledges this possibility and agrees to conform to the modified business practices set forth in such notice and amendment.

Section 15.11 Entire Understanding. This Agreement, including the Exhibits and Annexes attached thereto (which are hereby incorporated into this Agreement by reference), constitutes the entire agreement of the parties, superseding all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary heretofore made.

Section 15.12 Applicable Law; Submission to Jurisdiction. This Agreement and the relationship between the parties is governed by and will be construed exclusively in accordance with the laws of Kentucky (without regard to, and without applying, Kentucky conflict-of-law rules). Nothing in this Section 15.11 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of another state to which this Agreement would not otherwise be subject. The parties each hereby waive, to the fullest extent permitted by applicable Law, any objection that they now or hereafter may have to the laying of venue of any dispute brought in Kentucky. The parties agree that all disputes submitted to mediation, arbitration or litigation shall be subject to such resolution process in the appropriate forum located in Jefferson County, Kentucky.

Section 15.13 Mediation.

(a) Except as otherwise provided in Section 15.13(b) below and Section 15.19 below, if a dispute arises out of or relating to this Agreement, or with regard to the performance of any obligation hereunder, the parties shall first use reasonable efforts to resolve the dispute through negotiation. The negotiations shall take place for a period of forty-five (45) days from the date of the event or circumstance giving rise to the dispute (the "Negotiation Period"); provided, that either party may extend the Negotiation Period by providing written notice to the other party prior to the expiration of the initial forty-five (45) day period. If within the Negotiation Period, the parties are unable to resolve the same amicably, the parties will, before bringing any legal actions, attempt to resolve the dispute, in good faith, through non-binding mediation administered pursuant to the Commercial Mediation Rules of the American Arbitration Association, or as otherwise agreed by the parties. The mediation shall be conducted in Jefferson County, Kentucky and shall be administered by a neutral mediator with substantial knowledge of the franchise cleaning and maintenance industry, as agreed by the parties, or in the absence of agreement, as selected by the American Arbitration Association. The costs of the mediation shall be shared equally by the parties (except that each party shall bear its own legal costs and expenses in connection therewith). Both parties must sign a confidentiality agreement before participating in any mediation proceeding. Once either party has submitted a dispute to mediation, the obligation to attend will be binding on both parties. The Franchisor and the Franchisee agree to send at least one representative to the mediation conference who has authority to enter into binding contracts on that party's behalf.

(b) Notwithstanding Section 15.13(a) above, if this Agreement has been terminated or expired, or if the Franchisee has otherwise ceased to operate as a Corvus franchisee, the Franchisor shall not be obligated to avail itself of non-binding mediation in connection with any efforts to collect from the Franchisee amounts outstanding under this Agreement or any promissory notes issued hereunder. In addition, the Franchisor shall not be obligated to avail itself of mediation in connection with any breach or alleged breach of Section 4.5 or Article XIII.

Section 15.14 Limitation of Liability. Except as otherwise agreed, the Franchisor will not be liable to the Franchisee for indirect, consequential, punitive, special or exemplary damages or lost profits, regardless of the form of the action or the theory of recovery, even if the Franchisee has been advised of the possibility of those damages.

Section 15.15 Mutual Waiver of Class Actions. Any lawsuit, claim, counterclaim, or other action may be conducted only on an individual basis, and not as part of a consolidated, common, or class action. This provision may not be enforceable under state law.

Section 15.16 Mutual Waiver of Jury Trial. The parties each irrevocably waive trial by jury in any litigation. This provision may not be enforceable under state law.

Section 15.17 Mutual Waiver of Punitive Damages. The parties each waive any right to or claim of punitive, exemplary, multiple, or consequential damages against the other in litigation and agrees to be limited to the recovery of actual damages sustained. This provision may not be enforceable under state law.

Section 15.18 Time Period to Bring Claims. Any and all claims and actions arising out of or relating to this Agreement, the relationship between the Franchisee and the Franchisor, or the Franchisee's operation of the franchise, brought by any party hereto against the other, must be commenced within the sooner of (i) three (3) years from the occurrence of the facts giving rise to such claim or action, and (ii) one (1) year from the date that the Franchisee became aware of the facts giving rise to such claim or action, and it is expressly acknowledged and agreed by all parties, such claim or action will be irrevocably barred. This provision may not be enforceable under state law.

Section 15.19 Remedies Not Exclusive. Except as provided in Sections 15.11 through 15.16 above, no right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under applicable law.

Section 15.20 The Franchisor's Right to Injunctive Relief. Nothing in this Agreement bars the Franchisor's right to obtain injunctive or declaratory relief against a breach or threatened breach of this Agreement that will cause the Franchisor loss or damage. The Franchisee agrees that the Franchisor will not be required to prove actual damages or post a bond or other security in seeking or obtaining injunctive relief (both preliminary and permanent) and/or specific performance.

Section 15.21 Attorneys' Fees and Costs. The Franchisee agrees to reimburse the Franchisor for all expenses the Franchisor incurs (including reasonable attorneys' fees): (a) to enforce the terms of this Agreement or any obligation owed to the Franchisor by the Franchisee and/or its owners; (b) in the defense of any claim that the Franchisee and/or its owners assert against the Franchisor upon which the Franchisor substantially prevails in court, arbitration, mediation, or other formal legal proceedings; and (c) in connection with any remittance required by any Governmental Authority that the Franchisor makes on the behalf of the Franchisee as a result of the Franchisee's operation of its Corvus franchise.

Section 15.22 Authority to Enter Agreement. Each party represents and warrants to the other that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such party from: (a) negotiating and entering into this Agreement; (b) exercising its rights under this Agreement; and/or (c) fulfilling its responsibilities under this Agreement.

Section 15.23 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 15.24 Facsimile Signatures. Any signature page delivered via a facsimile machine or other electronic transmission shall be binding to the same extent as an original signature page. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

Section 15.25 Expenses. Each of the parties shall be responsible for their own expenses incurred in connection with the preparation, negotiation and execution of this Agreement.

Section 15.26 Survival. Any provision or covenant of this Agreement that expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive such expiration or termination.

Section 15.27 Limitation of Liability. Except as otherwise agreed, the Franchisor will not be liable to the Franchisee for indirect, consequential, punitive, special or exemplary damages or lost profits, regardless of the form of the action or the theory of recovery, even if the Franchisee has been advised of the possibility of those damages.

Section 15.28 No Presumption Against Drafter. If any dispute over the interpretation of this Agreement occurs, no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of the provisions of this Agreement.

Section 15.29 Franchisee Independent Review; Disclaimer of Warranties. The Franchisee acknowledges that it has carefully read this Agreement, that ample opportunity has been provided to the Franchisee to obtain the services of independent legal counsel or a financial advisor, and that the Franchisee has had the opportunity to have this Agreement and all supporting disclosure documents reviewed by an attorney and/or financial advisor of its choice.

The Franchisee further understands that the Franchisor has not authorized any Person to make any representation or warranty regarding the purchase of a franchise (including any warranty regarding the future financial benefits to be derived by the Franchisee from the purchase of a franchise) that are not expressly included in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date specified below.

FRANCHISOR:	**FRANCHISEE:**
WEAVER HOLDINGS, L.L.C.	**[NAME OF FRANCHISEE]**
By: _____ Name: _____ Title: _____ Date: _____, 20___	By: _____ Name: _____ Title: _____ Date: _____, 20___ Entity Type: _____ State of Organization: _____ Date of Formation: _____

signature

ANNEX A

THE MARKS

CORVUS

*

ANNEX B

LIST OF RELATED PARTIES

Owner's Name: _____

Address: _____

_____

_____

_____

Percentage Ownership: _____

Owner's Name: _____

Address: _____

_____

_____

_____

Percentage Ownership: _____

Owner's Name: _____

Address: _____

_____

_____

_____

Percentage Ownership: _____

Owner's Spouse: _____

Address: _____

_____

_____

_____

ANNEX C

RECOMMENDED EQUIPMENT AND SUPPLY LIST[1]

DESCRIPTION	*QTY*
EQUIPMENT	
Mop Bucket / Wringer Combo	1
Dust Mop / Dust Mop Head	1
Mop Handle	2
Toy Broom / Push Broom	1
Dust Bin	1
Brute Barrel & Caddie	AN[2]
Feather Duster-Telescoping	2
Mop Head White Cotton #24 4-ply	1
Disposable Gloves (case)	1
Industrial Rags (case)	1
Wet Floor Sign	1
Dual Bucket Mops System	1
ELECTRICAL EQUIPMENT	
Upright Vacuum	AN
Upright Vacuum w/ Beater Bar	AN
Back-Pack Vacuum	1
CHEMICALS	
Gallon Neutral Cleaner	1
Gallon Glass Cleaner	1
Gallon Disinfectant	1
Deodorizer	1
Gallon Bowl Cleaner	1
SPECIALTY CHEMICALS	
Solid Floor Finish	AN
Stripper	AN
Carpet Extraction Solution	AN

[1]Note: The above represents a partial list of approved items; however, all might not be required, depending on the number and size of the Customer Accounts for which Franchisee performs services. The average Starter Kit of supplies for most franchisees is approximately $350.00.
[2]As needed.

DESCRIPTION	***QTY***
De-Greaser	AN
SPECIALTY EQUIPMENT	
High Speed Floor Burnisher	AN
Slow Speed Floor Machine	AN
GLOVES	
Gloves Vinyl Powder-Free Medical Gr. 1000/cs	AN
MISCELLANEOUS	
Hand Pad Scrubber Sponge 20/cs	AN
Trigger Sprayer for 32 oz. Bottle	AN
32 oz. Plastic Bottle	AN

EXHIBIT A

TO SUB-FRANCHISE AGREEMENT

FORMS OF PROMISSORY NOTES

Exhibit A
FORMS OF PROMISSORY NOTES

PROMISSORY NOTE

$_____ **DATE: _____**
Louisville, Kentucky

1. Principal and Payment. FOR VALUE RECEIVED, the undersigned ("Maker"), promises to pay to Weaver Holdings, L.L.C., a Kentucky limited liability company., ("Holder"), without deduction, abatement or offset in lawful money of the United States of America, the principal amount of _____ DOLLARS ($ _____), together with interest thereon at the rate of _____ percent (___%) per annum. Interest shall begin to accrue on this Promissory Note on (the "Interest Commencement Date"). Maker shall pay Holder the principal and interest due under this Promissory Note in _____ (__) consecutive monthly installments of principal and interest, commencing on the tenth (10th) day of the month following the Interest Commencement Date and continuing on the tenth (10th) day of each consecutive month thereafter until this Promissory Note shall be paid in full. This Promissory Note is being issued pursuant to and in accordance with the terms and conditions of the Janitorial Sub-Franchise Agreement between Holder, as franchisor, and Maker, as franchisee, dated _____, 20__ (the "Franchise Agreement").

2. Guarantees. Payment and performance of the obligations of Maker under this Promissory Note are secured by the personal guarantees of this Promissory Note by _____ ("Guarantor(s)") in accordance with the terms of their guarantees in favor of Holder (collectively the "Guarantees"). Defined terms in this Promissory Note shall have the same meanings as set forth in the Franchise Agreement.

3. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" hereunder:

   a. If Maker shall default in the due and punctual payment of any payment due under this Promissory Note, whether at maturity, upon acceleration or otherwise, or in the performance of any other covenant or condition on the part of Maker to be observed or performed pursuant to the terms of this Promissory Note, and such default shall continue for a period of at least ten (10) days after written notice of such default is given by Holder to Maker; or

   b. If Maker or Guarantors shall default in the performance of their respective obligations under the Franchise Agreement, or the Guarantees, as applicable, and such default shall continue beyond the applicable cure period(s) provided for in such agreements or instruments, if any, after written notice of such default is given by Holder to Maker and/or Guarantors; or

   c. If Maker shall sell, exchange, transfer or make any other disposition of all or substantially all of the assets of Maker or the shares of common stock or membership interests of Maker without the prior written consent of Holder; or

   d. If a judgment or court order for the payment of money shall be entered against Maker or Guarantors for a risk not covered by insurance maintained by Maker or Guarantors by any

court of competent jurisdiction, or a warrant of attachment or execution or similar process shall be issued or levied against property of Maker or Guarantors, which in the aggregate exceeds $5,000 in value; or

e. If Maker or Guarantors shall: (i) apply for or consent to the appointment of, to the taking of possession by, a receiver, custodian, trustee, liquidate or similar official of themselves or of all or a substantial part of their property; (ii) make a general assignment for the benefit of creditors; (iii) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (iv) commence any case or proceeding under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, or any other law providing for the relief of debtors; (v) acquiesce in writing to any petition filed against Maker or Guarantors in an involuntary case under the Federal Bankruptcy Code or other law; (vi) take any action under the laws of their jurisdiction of incorporation or organization similar to any of the foregoing; or (vii) admit their insolvency or inability to pay their debts generally as they become due; or

f. If a proceeding or case shall be commenced, without the application or consent of Maker or Guarantors in any court of competent jurisdiction, seeking the liquidation, reorganization, dissolution, winding up, or composition or readjustment of debts; the appointment of a trustee, receiver, custodian, liquidator or the like of Maker or Guarantors or of all or any substantial part of the assets of Maker or Guarantors; or similar relief in respect of Maker or Guarantors under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts or any other law providing for the relief of debtors, or if an order for relief shall be entered in an involuntary case under the Federal Bankruptcy Code against Maker or Guarantors or if an action under the laws of the jurisdiction of incorporation or organization of Maker similar to any of the foregoing shall be taken with respect to Maker or Guarantors.

4. Events of Default; Acceleration; Remedies. Upon the occurrence of an Event of Default under Paragraph 3(c), 3(d), 3(e), or 3(f) above, automatically and, upon the occurrence of an Event of Default under Paragraph 3(a) or 3(b), upon the election of Holder following the expiration of the ten (10) day or other applicable cure period(s) provided for therein, the entire principal balance of this Promissory Note, and all accrued interest, without further demand, shall immediately become due and payable. In addition, the occurrence of any event of default under the Franchise Agreement and/or the Guarantees shall constitute a default under this Promissory Note and shall entitle Holder to resort to the remedies provided for in any or all of such agreements and instruments. If Maker shall default in the due and punctual payment of any principal or interest when due, interest shall accrue on the unpaid principal from the date of default until paid in full at the lesser of (i) fifteen percent (15%) or (ii) the maximum rate permitted by law.

5. Waiver. No delay or omission on the part of Holder in exercising any right under this Promissory Note shall operate as a waiver of such right.

6. Attorneys' Fees. If Holder shall bring any action, suit, counterclaim or appeal for any relief against Maker, declaratory or otherwise, to enforce the terms of this Promissory Note or to declare rights under this Promissory Note, the prevailing party shall be entitled to recover as part of any such action its reasonable attorneys' fees and costs, including any fees and costs incurred in bringing and prosecuting such action and/or enforcing any order, judgment, ruling or award granted as part of such action.

7. Severability. Every provision of this Promissory Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction or an arbitrator to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which term and provisions shall remain binding and enforceable.

8. Amendment and Waiver. This Promissory Note may not be modified or amended, and the observance of any term of this Promissory Note may not be waived (either generally or in a particular instance and either retroactively or prospectively), without the prior written consent of Holder.

9. Rights, Powers, Privileges and Remedies. No delay or omission on the part of Holder in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver or omission on the part of Holder of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor will any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. All remedies, either under this Promissory Note or at law or otherwise afforded to Holder, will be cumulative.

10. Notices. Any notice, request, instruction or other document to be given hereunder by a party hereto, except as otherwise provided, shall be in writing and shall be deemed to have been given: (a) when received if given in person or by courier or a courier service; (b) on the date of transmission if sent by facsimile, electronic mail or other wire transmission; or (c) three Business Days after being deposited in the mail, certified or registered, postage prepaid. Notices and demands shall be given to the respective parties in accordance with the Franchise Agreement.

11. Binding Effect. All the terms and provisions of this Promissory Note shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns.

12. Applicable Law and Venue.

    a. This Promissory Note shall be governed by and construed and enforced in accordance with the laws of Kentucky, without giving effect to Kentucky conflicts-of-law rules.

    b. The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located where Franchisor's principal place of business is located at the time the suit is filed, over any dispute arising out of or relating to this Promissory Note or any matter related hereto. The parties each hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to the laying of venue of any dispute brought in such courts. EACH PARTY HERETO WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING IN CONNECTION WITH OR RELATING TO THIS PROMISSORY NOTE OR ANY MATTER RELATED HERETO, AND HEREBY AGREES TO TAKE ALL ACTIONS NECESSARY OR APPROPRIATE TO AFFECT SUCH WAIVER.

IN WITNESS WHEREOF, the undersigned has executed this Promissory Note as of the day and year first above written.

MAKER

_____

Signature

_____

Print Name

RECEIVABLES ADVANCE
PROMISSORY NOTE
AND SECURITY AGREEMENT

$60,000 **DATE: _____**
Louisville, Kentucky

1. Principal and Payment. FOR VALUE RECEIVED, the undersigned ("Maker"), promises to pay to Weaver Holdings, L.L.C. a Kentucky limited liability company d/b/a Corvus of Kentucky, ("Holder"), without deduction, abatement or offset in lawful money of the United States of America, the principal amount of up to SIXTY THOUSAND DOLLARS ($60,000.00), together with any accrued interest thereon at the times specified herein but not later than the third anniversary of the date of this Note.

2. Advances & Security Agreement. Maker may request from Holder, and Holder will loan to Make an "Advance" of principal equal to the lesser of (i) the amount of customer account contract receivables ("Contract Receivables") due to Maker accruing during the previous week, or (ii) the difference between the maximum principal amount of this Note stated in paragraph 1 and the outstanding principal balance of this Note. Maker will provide supporting documentation for such contract receivables as Holder may require. Each request shall be deemed an assignment of and grant of a security interest in the Contract Receivables and the proceeds thereof. Upon collection by and payment to Holder of the Contract Receivables, Holder shall apply such payments to pay outstanding Advances related thereto. If any Contract Receivable is not paid within 90 days after the related Advance is disbursed by Holder, then Maker shall repurchase the Contract Receivable by repaying the related Advance plus accrued interest thereon. Holder may suspend further Advances under this Note while (i) any Advance is outstanding more than 90 days, (ii) Maker is in default under the Franchise Agreement, or (iii) Maker or any Guarantor has commenced any litigation against Holder or any Affiliate, or is the subject of any pending bankruptcy, reorganization, foreclosure, eviction, marshaling of assets, assignment for the benefit of creditors, receivership or similar proceeding. Holder may setoff and recoup the amount of any Advance outstanding more than 30 days from any amount due from Holder to Maker, whether or not such amount relates to the Contract Receivable giving rise to the Advance.

   Maker pledges and grants to Holder a first priority security interest in the Contract Receivables and the proceeds thereof, with all rights of a secured party under the Uniform Commercial Code reserved and retained by Holder. Holder may file a copy of the signature page of this Promissory Note as the signature of Maker on any financing statement as debtor.

3. Interest. If any Contract Receivable is not paid within 90 days after the related Advance, then such Advance shall bear simple interest until paid at the lesser of (i) the highest rate allowed by applicable law, or (ii) 18% per annum. Interest shall begin to accrue on an Advance under this Promissory Note on the 91st day after the Advance is disbursed to Maker (the "Interest Commencement Date"). Maker shall pay Holder the interest accruing on any Advance under this Promissory Note when it repays the related Advance, provided that payment of accrued interest shall be due no later than the tenth (10th) day of the month following the Interest Commencement Date and continuing on the tenth (10th) day of each consecutive month thereafter until this Promissory Note shall be paid in full. This Promissory Note is being issued pursuant to and in accordance with the terms and conditions of the Janitorial Sub-Franchise Agreement between

Holder, as franchisor, and Maker, as franchisee, dated _____, 20__ (the "Franchise Agreement").

4. Guarantees. Payment and performance of the obligations of Maker under this Promissory Note are secured by the personal guarantees of this Promissory Note by _____ ("Guarantor(s)") in accordance with the terms of their guarantees in favor of Holder (collectively the "Guarantees"). Defined terms in this Promissory Note shall have the same meanings as set forth in the Franchise Agreement.

5. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" hereunder:

   a. If Maker shall default in the due and punctual payment of any payment due under this Promissory Note, whether at maturity, upon acceleration or otherwise, or in the performance of any other covenant or condition on the part of Maker to be observed or performed pursuant to the terms of this Promissory Note, and such default shall continue for a period of at least ten (10) days after written notice of such default is given by Holder to Maker; or

   b. If Maker or Guarantors shall default in the performance of their respective obligations under the Franchise Agreement, or the Guarantees, as applicable, and such default shall continue beyond the applicable cure period(s) provided for in such agreements or instruments, if any, after written notice of such default is given by Holder to Maker and/or Guarantors; or

   c. If Maker shall sell, exchange, transfer or make any other disposition of all or substantially all of the assets of Maker or the shares of common stock or membership interests of Maker without the prior written consent of Holder; or

   d. If a judgment or court order for the payment of money shall be entered against Maker or Guarantors for a risk not covered by insurance maintained by Maker or Guarantors by any court of competent jurisdiction, or a warrant of attachment or execution or similar process shall be issued or levied against property of Maker or Guarantors, which in the aggregate exceeds $5,000 in value; or

   e. If Maker or Guarantors shall: (i) apply for or consent to the appointment of, to the taking of possession by, a receiver, custodian, trustee, liquidate or similar official of themselves or of all or a substantial part of their property; (ii) make a general assignment for the benefit of creditors; (iii) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (iv) commence any case or proceeding under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, or any other law providing for the relief of debtors; (v) acquiesce in writing to any petition filed against Maker or Guarantors in an involuntary case under the Federal Bankruptcy Code or other law; (vi) take any action under the laws of their jurisdiction of incorporation or organization similar to any of the foregoing; or (vii) admit their insolvency or inability to pay their debts generally as they become due; or

   f. If a proceeding or case shall be commenced, without the application or consent of Maker or Guarantors in any court of competent jurisdiction, seeking the liquidation, reorganization, dissolution, winding up, or composition or readjustment of debts; the

appointment of a trustee, receiver, custodian, liquidator or the like of Maker or Guarantors or of all or any substantial part of the assets of Maker or Guarantors; or similar relief in respect of Maker or Guarantors under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts or any other law providing for the relief of debtors, or if an order for relief shall be entered in an involuntary case under the Federal Bankruptcy Code against Maker or Guarantors or if an action under the laws of the jurisdiction of incorporation or organization of Maker similar to any of the foregoing shall be taken with respect to Maker or Guarantors.

6. Events of Default; Acceleration; Remedies. Upon the occurrence of an Event of Default under Paragraph 5(c), 5(d), 5(e), or 5(f) above, automatically and, upon the occurrence of an Event of Default under Paragraph 5(a) or 4(b), upon the election of Holder following the expiration of the ten (10) day or other applicable cure period(s) provided for therein, the entire principal balance of this Promissory Note, and all accrued interest, without further demand, shall immediately become due and payable. In addition, the occurrence of any event of default under the Franchise Agreement and/or the Guarantees shall constitute a default under this Promissory Note and shall entitle Holder to resort to the remedies provided for in any or all of such agreements and instruments. If Maker shall default in the due and punctual payment of any principal or interest when due, interest shall accrue on the unpaid principal from the date of default until paid in full at the lesser of (i) fifteen percent (15%) or (ii) the maximum rate permitted by law.

7. Waiver. No delay or omission on the part of Holder in exercising any right under this Promissory Note shall operate as a waiver of such right.

8. Attorneys' Fees. If Holder shall bring any action, suit, counterclaim or appeal for any relief against Maker, declaratory or otherwise, to enforce the terms of this Promissory Note or to declare rights under this Promissory Note, the prevailing party shall be entitled to recover as part of any such action its reasonable attorneys' fees and costs, including any fees and costs incurred in bringing and prosecuting such action and/or enforcing any order, judgment, ruling or award granted as part of such action.

9. Severability. Every provision of this Promissory Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction or an arbitrator to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which term and provisions shall remain binding and enforceable.

10. Amendment and Waiver. This Promissory Note may not be modified or amended, and the observance of any term of this Promissory Note may not be waived (either generally or in a particular instance and either retroactively or prospectively), without the prior written consent of Holder.

11. Rights, Powers, Privileges and Remedies. No delay or omission on the part of Holder in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver or omission on the part of Holder of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor will any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. All remedies, either under this Promissory Note or at law or otherwise afforded to Holder, will be cumulative.

12. Notices. Any notice, request, instruction or other document to be given hereunder by a party hereto, except as otherwise provided, shall be in writing and shall be deemed to have been given: (a) when received if given in person or by courier or a courier service; (b) on the date of transmission if sent by facsimile, electronic mail or other wire transmission; or (c) three Business Days after being deposited in the mail, certified or registered, postage prepaid. Notices and demands shall be given to the respective parties in accordance with the Franchise Agreement.

13. Binding Effect. All the terms and provisions of this Promissory Note shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns.

14. Applicable Law and Venue.

a. This Promissory Note shall be governed by and construed and enforced in accordance with the laws of Kentucky, without giving effect to Kentucky conflicts-of-law rules.

b. The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located where Franchisor's principal place of business is located at the time the suit is filed, over any dispute arising out of or relating to this Promissory Note or any matter related hereto. The parties each hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to the laying of venue of any dispute brought in such courts. EACH PARTY HERETO WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING IN CONNECTION WITH OR RELATING TO THIS PROMISSORY NOTE OR ANY MATTER RELATED HERETO, AND HEREBY AGREES TO TAKE ALL ACTIONS NECESSARY OR APPROPRIATE TO AFFECT SUCH WAIVER.

IN WITNESS WHEREOF, the undersigned has executed this Promissory Note as of the day and year first above written.

MAKER

_____
Signature

_____
Print Name

ACCEPTANCE OF HOLDER AND SECURED PARTY

The undersigned accepts and agrees to the foregoing Receivables Advance Note and Security Agreement.

WEAVER HOLDINGS, L.L.C.

By: _____

Name: _____

Title: _____

Date: _____, _____

EXHIBIT B

TO THE JANITORIAL SUB-FRANCHISE AGREEMENT

FORM OF GUARANTY

GUARANTY

This Guaranty (this "Guaranty") is made this ___ day of _____, 20__ by each of the undersigned (each a "Guarantor") in consideration for Weaver Holdings, L.L.C. (the "Franchisor") granting to _____ (the "Franchisee") the right to operate a franchise pursuant to that certain Janitorial Sub-Franchise Agreement, dated _____, 20__ (the "Agreement") by and between the Franchisor and the Franchisee, which the Guarantors agree was made and entered into, in part, in consideration for this Guaranty.

Guarantor states and affirms to Franchisor that each Guarantor is a shareholder, member or otherwise an owner of Franchisee and has no employment relationship with Franchisor. Each Guarantor hereby unconditionally and irrevocably guarantees to the Franchisor, (i) the complete and timely performance by the Franchisee of all its obligations under the Agreement, including the non-competition and non-disclosure provisions thereof, and (ii) the prompt payment as and when due of all franchise, royalty, management and other fees and all other amounts due and payable by the Franchisee under the Franchise Agreement or any promissory note issued by the Franchisee in connection therewith. Each Guarantor further agrees to comply with the non-disclosure undertakings set forth in Section 4.5 of the Agreement and the non-competition and other undertakings set forth in Article XIII of the Agreement. Each Guarantor further agrees that all such covenants shall be binding upon and fully enforceable against such Guarantor as though they were fully set forth in this Guaranty and each such Guarantor accepts all responsibility and liabilities relating to the covenants. This covenant shall survive any dissolution of marriage, resignation or other withdrawal of a Guarantor from affiliation with the Franchisee.

The obligations of each Guarantor under this Guaranty shall be absolute and unconditional irrespective of: (i) any lack of validity or enforceability of the Agreement, (ii) any amendment or waiver of or any consent to departure from the Agreement, (iii) any taking, exchange, release or non-perfection of any collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, (iv) any manner of application of collateral, or proceeds thereof, or any manner of sale or other disposition of any collateral, or any other assets of the Franchisee, (v) any change, restructuring or termination of the corporate structure or existence of the Franchisee, (vi) the insolvency, bankruptcy or reorganization of the Franchisee, or any stay or discharge of any of the debts of the Franchisee in connection therewith, or (vii) any other circumstance that might otherwise constitute a defense available to, or a discharge of the Franchisee.

Each Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice and suit by the Franchisor to enforce any covenant of the Agreement or other guarantees herein. Each Guarantor further waives any notice required to be presented to the Franchisee pursuant to the Agreement. The Franchisor is not required to pursue or exhaust any remedies against the Franchisee before requiring any Guarantor to pay the Franchisor under this Guaranty.

Each Guarantor will not exercise any rights that it may acquire by reason of any payment or performance hereunder, whether by way of subrogation, reimbursement or otherwise until all obligations hereunder have been discharged.

This Guaranty will remain in effect with regard to any renewals, modifications or amendments to the Agreement by the Franchisee or its successor and assigns, without notice or approval of the same by a Guarantor; provided, that any transfer of ownership rights relating to the Agreement shall have been approved by the Franchisor in accordance with the terms of the Agreement. The obligations in the

Agreement that survive the termination, expiration or non-renewal of the Agreement shall continue to apply to each Guarantor for the same periods that they would have applied to the Franchisee.

The Franchisor reserves the right to join each Guarantor in any action or proceeding commenced against the Franchisee. The Franchisor may file suit and recover judgment from a Guarantor without prior suit or exhaustion of any remedy against the Franchisee.

This Guaranty shall be binding upon each Guarantor's successors, assigns, heirs, executors and administrators. Where there is more than one Guarantor, each shall be jointly and severally liable for each obligation of the Guarantors herein. This Guaranty shall not be revoked or impaired as to any Guarantor by the death of the other party.

No amendment or waiver of any provision of this Guaranty, and no consent to any departure by any Guarantor here from, shall in any event be effective unless the same shall be in writing and signed by the Franchisor and the applicable Guarantor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Each Guarantor shall, upon demand, pay to the Franchisor all of the Franchisor's expenses, including reasonable attorneys' fees and expenses, which the Franchisor may incur in connection with the exercise or enforcement of any of its rights or interests hereunder.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be signed as of the date first written above.

_____ Signature _____ Print Name _____ _____ Guarantor's Resident Address	_____ Signature _____ Print Name _____ _____ Guarantor's Resident Address
_____ Signature _____ Print Name _____ _____ Guarantor's Resident Address	

EXHIBIT C

TO THE JANITORIAL SUB-FRANCHISE AGREEMENT

FORM OF ADDITIONAL CUSTOMER ACCOUNT ACCEPTANCE

EXHIBIT C

Additional Customer Account Acceptance

Account Name: _____ **Franchise Entity Name:** _____

Address: _____ **Monthly Billing:** _____

City_____ **Frequency:** _____

State: _____ **Zip:** _____ **Start Date:** _____

Date Offered: _____ **Franchises FO#** _____

Accept Account: ⬭

The above-named franchisee (the "Franchisee") herby accepts the designation being offered by Corvus (the "Franchisor") to service the above account (the "Account") under the terms of the related Corvus Maintenance Agreement (the "Maintenance Agreement") as demanded by the applicable customer and the Franchise Agreement executed by and between the Franchisee and the Franchisor (the "Franchise Agreement"). The Franchisee acknowledges that the designation of the Franchisee as servicer of the Account does not constitute a guarantee by the Franchisor of future earnings or profits related to the Account. The Franchisee represents and warrants that it has sufficient working capital to purchase all needed supplies and equipment, and to meet all expected payroll needs until the fee payable in connection with the Account (the "Finder's Fee") has been paid in full. Franchisee understands and agrees that the Maintenance Agreement relating to the Account is and shall remain at all times the property of the Franchisor. Deficiencies in the performance of the services on behalf of the Account may result in acceleration of associated financing of fees, other fees, or transfer of the Account. Unpaid portions of the Finder's Fee shall become immediately due and payable at the option of the Franchisor if the customer terminates the engagement or the Account is required to be transferred as a result of a Service Default (as defined in the Franchise Agreement).

***Franchisee understands if they elect to discontinue service of this account within the first 30 days of service and they provide a 30-day written notice, franchisee shall pay no additional customer account fees, provided there have been no deficiencies in performance.**
Initial _____

***Franchisee acknowledges understanding of their obligation in withholding all required payroll taxes. Initial** _____

Franchise Entity Name: _____

Signature: _____**Title:** _____

Print Name: _____ **Date:** _____

Corvus Signature: _____

Additional Customer Accounts - Monthly Contract Billing:

Opening Customer Accounts Credit Due: $_____ Credit Balance Due: $_____	$_____	INT: _____
Amount Subject to Finder's Fee:	$_____	
Finder's Fee Rate: **3.5** Times Monthly Contract Billing:	$_____	
Upfront Cash Paid:	$_____	
Total Amount Financed:	$_____	
Down Payment Percentage: _____ Date for Down Payment Deduction: _____	$_____	INT: _____
Amount of Finder's Fee Financed with: _____ Interest	$_____	
Number of Monthly Payments on Amount Financed: ___		INT: _____
Monthly Payment Start Date: _____ Monthly Payment Amount: _____	$_____	

Approval Signature: _____ **Date:** _____

Decline Account: ⬭

The above-named Franchisee elects to decline the above-named Account, as is its right, but such Account shall be counted in connection with the Franchisor's obligations to the Franchisee with respect to the terms and conditions of fulfilling any revenue offering obligations associated with the Franchise Agreement by and between the Franchisor and the Franchisee.

Franchise Entity Name: _____

Signature: _____ **Title:** _____

Print Name: _____ **Date:** _____

Corvus Signature: _____ **INT:** _____

Days Extended

EXHIBIT D

TO THE JANITORIAL SUB-FRANCHISE AGREEMENT

FORM OF EMPLOYEE CONFIDENTIALITY AGREEMENT

EMPLOYEE CONFIDENTIALITY AGREEMENT

This Employee Confidentiality Agreement (the "Agreement") is made as of _____, 20___, by and between _____ ("Employer") and _____ ("Employee").

RECITALS

WHEREAS, Employer has entered into a Janitorial Sub Franchise Agreement with Weaver Holdings, L.L.C., an Kentucky limited liability company("Corvus") on _____, pursuant to which Corvus permits Employer to use certain of Corvus' trademarks, service marks and certain other names, designs and logos; and

WHEREAS, Corvus and its affiliates have developed a proprietary system for the formation and operation of a janitorial services business (the "Corvus System"); and

WHEREAS, Employer and Employee have entered into [a certain oral employment agreement that may be terminated at will by either Employer or Employee] / [that certain Employment Agreement, dated _____]; and

WHEREAS, Employer and Employee affirm that neither Employer nor Employee have any employment relationship with Franchisor; and

WHEREAS, as a result of Employee's employment relationship with Employer, Employee is or may become knowledgeable of and experienced with the sale and operation of commercial janitorial franchises, commercial cleaning customers and with the operation of the Corvus System; and

WHEREAS, Employer and Employee agree that, in order to protect the reputation, goodwill and proprietary and confidential information of the Corvus System, Employee must abide by certain restrictions.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I.
CONFIDENTIALITY; IDEAS AND IMPROVEMENTS

As used herein, the term "Confidential Information" refers to all records and information of a confidential nature and proprietary to Employer and Corvus, including, but not limited to, the names and addresses of Employer's and Corvus' customers, the names and duties of key personnel of Employer's and Corvus' customers and suppliers, lists of potential clients, pricing and credit information, technical and production know-how, developments, inventions, processes, manuals, including the Corvus Policy and Procedure Manual, administrative procedures and other information regarding the operation of the Corvus System, all of which would not be available to Employee except for Employee's employment relationship with Employer or Corvus. Employee shall keep confidential and not disclose or use such Confidential Information, either directly or indirectly, for the benefit of any person or entity other than Employer. Employee shall immediately return all programs, manuals, documents, records and other Confidential Information relating to the business of Employer and Corvus, including materials prepared by Employee, upon the termination of employment hereunder. Nothing herein shall prevent Employee, subsequent to the termination of their employment, from using and availing themselves of their general, technical,

engineering and inventive skill, knowledge and experience, including that pertaining to or derived from the non-secret and non-confidential aspects of Employer's or Corvus' business.

ARTICLE II
FAIR PERIOD OF RESTRICTION

The parties hereto agree that the restriction imposed upon by Employee is fair and reasonable and is reasonably required for the protection of the business of Employer, Corvus and their franchisees and affiliates. If any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. If any provision of this Agreement relating to the area of restriction or the period of restriction shall be deemed to exceed the maximum area or period within which a court having jurisdiction over the matter has deemed enforceable, said area or period shall, for the purposes of this Agreement, be deemed to be the maximum area or period that such court would deem valid and enforceable.

Employee acknowledges that this is not an agreement for employment. Employee understands that nothing contained in this Agreement alters the employment relationship between Employer and Employee.

ARTICLE III
LEGAL REMEDIES

Employee hereby acknowledges that Employer and Corvus would suffer irreparable injury if the provisions of paragraph I above, which shall survive the termination of Employee's employment, were breached and Employer's and Corvus' remedies at law would be inadequate in the event of such breach. Accordingly, Employee hereby agrees that any such breach or threatened breach may, in addition to any other available remedies, be preliminarily enjoined by Employer or Corvus without bond. In the event of litigation under this Agreement, if Employee is enjoined preliminarily or permanently, after an evidentiary hearing, then Employee shall pay the attorneys' fees and expenses of Employer and Corvus in connection with that evidentiary hearing.

ARTICLE IV
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of Employee, Employer and Corvus and each of their respective heirs, personal representatives, permitted assigns and successors' interests, including, in the cases of Employer or Corvus, any company with which Employer or Corvus may be merged or consolidated or to which all or substantially all of Employer's or Corvus' assets may be transferred. Except as otherwise provided above, this Agreement shall not be assignable by Employee without the express written consent of Employer and Corvus.

ARTICLE V
GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the law of Kentucky.

ARTICLE VI
THIRD-PARTY BENEFICIARY

The parties agree and acknowledge that Corvus is an intended third-party beneficiary of this Agreement, and the terms and conditions hereof and, accordingly; Corvus shall have the right to enforce the confidentiality obligations hereunder to the same extent as if it were a party hereto.

ARTICLE VII
ENTIRE AGREEMENT; AMENDMENTS; HEADINGS

This Agreement embodies the entire agreement of Employer and Employee with respect to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be effective unless reduced to a written document executed by Employer and Employee. The headings of sections of this Agreement are for convenience only.

ARTICLE VIII
MISCELLANEOUS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered via a fax machine or other electronic transmission shall be binding to the same extent as an original signature page. Any party who delivers such a signature page shall later deliver an original counterpart to any party that requests it. If any dispute over the interpretation of this Agreement arises, no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of the provisions of this Agreement.

IN WITNESS WHEREOF, Employer and Employee have caused this Employee Confidentiality Agreement to be executed and delivered as of the date specified below:

EMPLOYER:	EMPLOYEE:
[NAME OF EMPLOYER]	[NAME OF EMPLOYEE]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

TO THE FRANCHISE DISCLOSURE DOCUMENT

EQUIPMENT SALES AND SECURITY AGREEMENT

[See attached]

Equipment Sales and Security Agreement

Franchise No.: _____

This Equipment Sales and Security Agreement (this "Agreement") is made and entered into as of _____, 20___ by and between _____ (the "Franchisee") and Weaver Holdings, L.L.C. d/b/a Corvus of Kentucky, a Kentucky limited liability company ("Franchisor"), This Agreement relates to that certain Franchise Agreement between Franchisee and Franchisor (the "Franchise Agreement") for a Corvus Janitorial Systems franchise designated as _____ (the "Business"). The parties intend that this Agreement is a master agreement covering all purchases of equipment by Franchisee from Franchisor for the Business during the term of the Franchise Agreement. In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge the parties mutually agree and intend to be legally bound as follows:

1. **EQUIPMENT AND SUPPLIES PURCHASES.** Franchisee agrees to purchase from Franchisor and Franchisor agrees to sell to Franchisee the tangible equipment and cleaning supplies listed on Schedule 1 and each additional Schedule signed and delivered by the parties during the term of this Agreement on the payment terms set forth in each Schedule. Each such separate Schedule shall be in substantially the same form as Schedule 1 and shall be subject in all respects to the terms and conditions in this Agreement, whether or not signed by the parties. All such equipment and supplies purchased under this Agreement shall be referred to as the "Equipment." To secure Franchisee's obligations to pay for the Equipment and to dispose of the Equipment in accordance with the Franchise Agreement, Franchisee has granted to Franchisor the security interest in the Equipment set forth herein.

2. **SHIPMENT, TITLE & RISK OF LOSS.** Franchisor will arrange for shipment of the Equipment on each Schedule to Franchisee. Risk of loss of the Equipment transfers to Franchisee upon delivery, subject to the security interest of Franchisor retained under this Agreement. Title to the Equipment on each Schedule transfers to Franchisee when Franchisor collects the payment due under the Schedule. Franchisee shall inspect each shipment promptly upon receipt and will be deemed to accept the Equipment as conforming to the Schedule unless any defects or deficiencies are noted to Franchisor within 2 business days after delivery.

3. **WARRANTIES.** All Equipment is warranted by its manufacturer only. Franchisor warrants only that the Equipment is delivered with good and merchantable title, free and clears of all liens, claims and encumbrances, and that the Equipment conforms to the requirements set by Franchisor under the Franchise Agreement. Franchisor offers no other warranty and assigns to Franchisee any and all rights to any express or implied warranty of each Equipment manufacturer. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES ON THE EQUIPMENT OFFERED, GIVEN OR PROVIDED BY FRANCHISOR INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **EQUIPMENT USAGE.** Franchisee agrees not to use the Equipment in any business or manner other than in the conduct of the Business, or as authorized pursuant to the Franchise Agreement.

5. **COVENANTS OF FRANCHISEE. FRANCHISEE COVENANTS WITH FRANCHISOR TO (I) USE AND MAINTAIN THE EQUIPMENT IN A LAWFUL MANNER AND SO AS NOT TO VIOLATE ANY LAW OR REGULATION OF THE STATE, CITY OR OTHER POLITICAL SUBDIVISIONS IN WHICH FRANCHISEE USES THE EQUIPMENT; (II)**

RETURN, PAY AND FILE WHEN DUE ALL TAXES, FEES AND SIMILAR CHARGES, INCLUDING WITHOUT LIMITATION SALES OR USE TAX, AND AD VALOREM AND PERSONAL PROPERTY TAXES, IMPOSED ON THE OWNERSHIP, POSSESSION OR USE OF THE EQUIPMENT; (III) KEEP THE EQUIPMENT FREE AND CLEAR OF ALL LIENS, SECURITY INTERESTS, CLAIMS AND ENCUMBRANCES; (IV) OBTAIN AND MAINTAIN PROPERTY INSURANCE ON THE EQUIPMENT COVERING LOSS, DAMAGE, THEFT, VANDALISM AND CASUALTY; (V) MAINTAIN THE EQUIPMENT PER THE MANUFACTURER'S MAINTENANCE, REPAIR AND REPLACEMENT INSTRUCTIONS; (VI) MAINTAIN IN PLACE ANY NOTICES, LABELS OR OTHER INDICIA PROVIDED BY FRANCHISOR TO INDICATE THAT THE EQUIPMENT IS SUBJECT TO THIS AGREEMENT; (VII) OPERATE THE BUSINESS AS REQUIRED UNDER THE FRANCHISE AGREEMENT; AND (VIII) NOTIFY FRANCHISOR WHEN ANY PARTY CLAIMS ANY INTEREST IN THE EQUIPMENT.

6. **GRANT OF SECURITY INTEREST.** Franchisee's purchase of the Equipment sold under each Schedule is financed by Franchisor unless the full purchase price is paid in full at the time of delivery. Franchisee hereby grants to Franchisor a continuing security interest in all of the Equipment sold to Franchisee under all Schedules, and any additions, accessions, accessories, attachments and replacements of such Equipment, any proceeds and products. The security interest shall continue for the term of this Agreement to secure Franchisee's obligations under this Agreement. Franchisee authorizes Franchisor to file a financing statement with regards to the Equipment without the necessity of obtaining an additional signature from Franchisee. The rights and remedies of Franchisor as a secured party under this Agreement and under applicable law are cumulative and non-exclusive. Franchisee agrees to entry for the benefit of Franchisor by any court of competent jurisdiction without prior notice or the posting of any bond of temporary and permanent injunctions and orders of specific performance to enforce this Agreement or any right or remedy available at law or in equity to Franchisor.

7. **TERM, DEFAULT AND TERMINATION.** The term of this Agreement shall commence on the effective date set forth above and shall continue in full force and effect until the Franchise Agreement terminates or expires, and all Equipment is subject to proper disposition as provided herein. If Franchisee shall fail to make any payment as and when due under any Schedule, or shall breach any other term or condition of this Agreement, and such failure shall continue for a period of 15 days after Franchisor gives Franchisee notice of default, then Franchisor may accelerate the payments due under all Schedules to be immediately due and payable without further notice or opportunity to cure, and may sue Franchisee for amounts owed by Franchisee without resort to any security or assertion of its rights as a secured party.

8. **ADDITIONAL TERMS.** No cancellation, modification, amendment, deletion, addition or other change in this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing signed by both parties. Neither party's delay in exercising or such party's acquiescence in or waiver of a breach of any term, provision or condition of this Agreement, shall be deemed or construed to operate as a waiver of such party's rights hereunder, except for the specific instance of delay, failure, acquiescence, or waiver. This Agreement may be executed in one or more counterparts, each of which shall be considered to be an enforceable original instrument. Franchisee shall not assign or delegate, directly or indirectly, its obligations and liabilities under this Agreement, except as part of a permitted transfer in compliance with the Franchise Agreement. Except for any payment obligation applicable to Franchisee hereunder, any delay or failure of either party to perform its obligations shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage, and terrorism. Raw material or labor

shortages are not force majeure events. Written notice of any anticipated delays in performance, including the anticipated duration of the delay must be given within 24 hours of the force majeure event. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

9. **GOVERNING LAW AND VENUE.** The provision(s) in the Franchise Agreement that relate to governing law and venue are hereby incorporated in and made a part of this Agreement as if set forth in full herein with respect to each party to this Agreement and shall apply in respect of any suit, action or other proceeding arising out of this Agreement.

IN WITNESS WHEREOF, the Franchisee and Franchisor have executed this Agreement effective as of the date first above written.

Franchisor	**Franchisee**
Weaver Holdings, L.L.C.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Equipment Purchase Schedule No. 1

Date: _____, 20___

Franchisee: _____ Franchise No. _____

i Equipment Purchase. Franchisee agrees to purchase and Franchisor agrees to sell the following Equipment. Please check all that apply:

___Unger Bucket ___ ProGen Upright 15 ___ ProGen Upright 12
___ProTeam Super Coach Pro 6 ___ProGen 10

Model Number(s): _____
Serial Number(s): _____
Notes: _____
Shipping Charge(s): _____

Equipment/Supplies	Number of Monthly Payments	Amount of Each Monthly Payment	Sales Tax Amount	Amount of Each Monthly Payment + Sales Tax	Total of Payments
Unger Bucket	4	$129.11	$7.75	$136.86	$547.44
ProGen Upright 12	4	$165.49	$9.93	$175.42	$701.68
ProGen Upright 15	4	$185.25	$11.12	$196.37	$785.48
ProTeam SC Pro 6	4	$179.08	$10.74	$189.82	$759.28
Pro Gen 10	4	$181.55	$10.89	$192.44	$769.76

Equipment/Supplies	Number of Monthly Payments	Amount of Payment	Sales Tax Amount	Total Payment
Unger Bucket	1	$496.57	$29.79	$526.36
ProGen Upright 12	1	$636.50	$38.19	$674.69
ProGen Upright 15	1	$712.50	$42.75	$755.25
ProTeam SC Pro 6	1	$688.75	$41.33	$730.08
Pro Gen 10	1	$698.25	$41.90	$740.15

ii Payment Terms. Franchisee agrees to pay and Franchisor agrees to accept payment for the Equipment described on this Schedule as follows: in monthly installments of the amount stated above beginning on _____ until paid in full. Any monthly installment not paid when due shall bear simple interest at the rate of 15% per annum. The fifth monthly installment is the final payment due and transfer of title occurs after the franchisor collects the total payment amount.

Franchisee agrees to pay the taxes and shipping charges as invoiced at the time of purchase.

iii Subject to Agreement. This schedule is issued under and is subject to the Equipment Sales and Security Agreement to which it relates in all respects.

[Signatures contained on the following page]

IN WITNESS WHEREOF, the Franchisee and Franchisor have executed this Agreement effective as of the date first above written.

Franchisor	**Franchisee**
Weaver Holdings, L.L.C.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title:_____
Date: _____	Date:_____

EXHIBIT C

TO THE FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS FOR

CORVUS MANUAL

[See attached]

TABLE OF CONTENTS FOR
CORVUS MANUAL

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O.	Personnel	Page 31 - 44	14
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Q.	Compliance with Immigration Law	Page 56 - 69	14
R.	Compliance with OSHA	Page 70 - 87	18
S.	Safety	Page 88 - 112	25

Total Pages: 112

EXHIBIT D

TO THE FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

[See attached]

WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY

Financial Statements

DECEMBER 31, 2024 AND 2023

With Independent Auditor's Report

WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY

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WINTERSET CPA Group, Inc.

INDEPENDENT AUDITOR'S REPORT

To the Member
Weaver Holdings, LLC
D/B/A Corvus Janitorial Systems
Louisville, Kentucky

Opinion

We have audited the accompanying financial statements of Weaver Holdings, LLC (a Kentucky Limited Liability Company), which comprise the balance sheets as of December 31, 2024, and 2023, and the related statements of income, member's 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 Weaver Holdings, LLC as of December 31, 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 Weaver Holdings, 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 opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal controls 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 Weaver Holdings, LLC's ability to continue as a going concern within one year after the date that 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 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.

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 Weaver Holdings, 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 Weaver Holding 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.

Winterset CPA Group
Columbus, Ohio

July 18, 2025

WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY
BALANCE SHEET
DECEMBER 31, 2024 AND 2023

	2024	2023
ASSETS		
Current Assets		
Cash and Cash Equivalents	$ 252,065	$ 239,352
Accounts Receivable, net of allowance for doubtful accounts of $17,888	752,798	591,837
Franchise Fee Receivable - current portion	53,520	110,790
Miscellaneous Other Receivables	150	150
Prepaid Expenses	48,127	0
Total Current Assets	1,106,660	942,129
Property and Equipment, net of depreciation	101,564	144,013
Other Assets		
Franchisee Fee Receivable, net of current portion	36,905	50,284
Royalty Agreement, net of amortization	93,192	101,664
Right of Use Asset	109,151	149,555
Deposits	4,700	4,700
Total Other Assets	243,948	306,203
Total Assets	$ 1,452,172	$ 1,392,345

See Accompanying Notes to Financial Statements

WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY
BALANCE SHEET
DECEMBER 31, 2024 AND 2023

	2024	2023
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities		
Accounts Payable	$ 29,322	$ 21,242
Franchisee Payable	201,299	176,935
Miscellaneous Payable	-	0
Accrued Taxes	38,946	28,523
Current Portion - Long-Term Debt	8,742	15,044
Total Current Liabilities	278,310	241,744
Long-Term Liabilities		
Lease Liability	112,771	151,075
Notes Payable-net of current portion	-	8,719
Total Long-Term Liabilities	112,771	159,794
Total Liabilities	391,080	401,538
Total Member's Equity	1,061,091	990,807
Total Liabilities and Member's Equity	$ 1,452,172	$ 1,392,345

See Accompanying Notes to Financial Statements

WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY
STATEMENT OF INCOME AND MEMBER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Revenues		
Monthly Contracts	$ 8,351,306	$ 7,883,199
New franchisee sales	199,550	249,838
Equipment Sales	19,469	11,360
Other income	268,152	300,023
Total Revenues	8,838,478	8,444,420
Cost of Revenues		
Franchisee payments	4,999,070	4,689,701
Refunds	981	6,612
Franchise supplies	78,753	51,713
Master franchise royalties	401,837	336,409
Total Cost of Revenues	5,480,641	5,084,435
Net Revenues	3,357,836	3,359,985
Operating Expenses	2,520,140	2,546,924
Operating Income	837,697	813,061
Other Income and (Expense)		
Loss on Sale of Asset	-	-
Interest Income	7,966	8,168
Interest Expense	(778)	(1,467)
Total Other Income and (Expense)	7,187	6,700
Net Income	844,884	819,762
Member's Equity, Beginning of Year	990,807	1,106,795
Less: Member's Draws	(774,600)	(935,750)
Member's Equity, End of Year	$ 1,061,091	$ 990,807

See Accompanying Notes to Financial Statements

WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Cash Flows From Operating Activities		
Net Income	$ 844,884	$ 819,762
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	42,449	38,931
Amortization	8,472	8,472
Gain on sale of property and equipment	-	-
Decrease in accounts receivable	(160,961)	106,835
(Increase) Decrease in franchisee fee receivable	70,649	(68,811)
(Increase) in Other Receivables	-	1,764
Decrease (Increase) in prepaid expenses	(48,127)	-
(Increase) in Right of Use Asset		-
Increase in accrued employee benefits payable	-	(1,616)
(Increase) in Deposits	-	-
Increase (Decrease) in accounts payable	8,080	4,002
Increase (Decrease) in franchisee payable	24,364	32,627
(Decrease) Increase in accrued taxes	10,423	(4,004)
Net Cash Provided By Operating Activities	800,234	937,963
Cash Flows From Investing Activities		
Purchase of equipment	-	(59,279)
Proceeds from sale of equipment	-	-
Net Cash Used In Investing Activities	-	(59,279)
Cash Flows From Financing Activities		
Payments on long-term debt	(15,020)	(14,330)
Proceeds from Lease Liability	2,099	-
Borrowing long-term debt	-	-
Member's Draws	(774,600)	(935,750)
Net Cash Used In Financing Activities	(787,521)	(950,080)
(Decrease) Increase in Cash and Cash Equivalents	12,713	(71,397)
Cash and Cash Equivalents, Beginning of Year	239,352	310,749
Cash and Cash Equivalents, End of Year	$ 252,065	$ 239,352
Supplemental Disclosures of Cash Flow Information		
Cash paid during the year for interest	$ 778	$ 1,467

See Accompanying Notes to Financial Statements

1. Organization and Operations

Nature of Business

Weaver Holdings, LLC D/B/A Corvus Janitorial Systems (the Company) was formed in September 2002 as a Kentucky Limited Liability Company. The Company is a master franchisor of janitorial service operations. The Company acquired a license from Bonus of America, Inc., an unrelated Texas corporation, in September 2002 to operate the Bonus Building Care business in Louisville and Lexington, Kentucky and surrounding areas. In December 2010, the Company entered into an agreement with Corvus Holdings, LLC to transfer the master franchise from Bonus of America, Inc.

The Company sells and supports unit franchises that provide cleaning and janitorial services for commercial buildings. The Company provides the framework for unit franchises to secure and maintain accounts to provide janitorial services to the general public. The framework consists of management, marketing, insurance, accounting, and administrative services as well as providing quality cleaning supplies and equipment at competitive prices to the unit franchises.

2. Summary of Significant Accounting Policies

The following accounting principles and practices of Weaver Holdings, LLC are set forth to facilitate the understanding of data presented in the financial statements.

Accounting Method

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

Accounts Receivable

Accounts receivable represent amounts due for sales of service and supplies. Accounts receivable are recorded at the time service is provided and in some cases in advance. Typically, amounts are due by the fifth of the month following the date of service. The Company provides cleaning services to customers using terms customary in the industry.

2. Summary of Significant Accounting Policies (continued)

Certain of the accounts receivable as of December 31, 2024 and 2023 were considered to be delinquent or past due. Accounts receivable are considered to be delinquent or past due if payment is not received within 60 days after the sale is made or service is provided. Any delinquent or past due accounts receivable are written off when all efforts to collect such amounts have been exhausted and it is clear that such amounts will not be collected.

The Company's allowance for doubtful accounts as of December 31, 2024 was $17,888 and $17,888 as of December 31, 2023. Actual bad debts written off for 2024 and 2023 were $0 and $0, respectively. Management establishes an allowance for doubtful accounts on a case-by-case basis considering when required payments are unlikely to occur. Management believes the allowance is adequate based on experience.

Inventories

Inventory consists of uniforms, supplies, and cleaning equipment such as vacuums and floor polishers and is recorded at average cost. No material amounts are maintained on hand at any point during the year. These items are all available for purchase by franchise owners only.

Property and Equipment

Property and equipment are stated at cost. Betterments and improvements that extend the useful life of an asset are capitalized. Maintenance and repairs are charged to expense as incurred. When depreciable assets are retired or otherwise disposed, the cost and related accumulated depreciation are eliminated from the accounts and the resulting gain or loss is reflected in the statement of income and retained earnings. Depreciation is computed using the straight-line method over the estimated useful lives of the assets.

Estimate useful lives are as follows:

Equipment	5 Years
Furniture & Fixtures	7 Years
Transportation Equipment	5 Years
Leasehold Improvements	15 Years

2. Summary of Significant Accounting Policies (continued)

Valuation of Long-Lived Assets

The Company accounts for the valuation of long-lived assets under ASC 360, *Property, Plant and Equipment* (ASC 360). ASC 360 requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of the long-lived asset is measured by a comparison of the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets.

As of December 31, 2024, and 2023, the Company determined that none of its assets were impaired. Assets to be disposed are reportable at the lower of the carrying amount or fair value, less costs to sell. The Company had no assets intended for disposal as of December 31, 2024 and 2023.

Revenue Recognition

The Company recognizes revenues from royalties and commissions when earned, from sales when merchandise is shipped, from services when the cleaning is performed and from leases and franchise sales when all material services or conditions related to the sale have been substantially performed. The Company writes off remaining amounts due on notes from franchise sales in the year the business is abandoned. Any interest income received from franchisee's notes is recorded as operating income when received.

Advertising Costs

The Company expenses advertising and marketing costs as incurred. Advertising expense for 2024 and 2023 was $15,671 and $63,119 respectively.

2. Summary of Significant Accounting Policies (continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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. On an ongoing basis, management evaluates the estimates including those related to the allowance for doubtful accounts and useful lives of property and equipment. Actual results could differ from those estimates.

Concentrations of Credit Risk

The Company maintains its cash balances in several financial institutions. Accounts are insured by the Federal Deposit Insurance Corporation up to $250,000 per depositor. At December 31, 2024 and 2023 the Company's uninsured cash balances totaled $321,040 and $411,287. The Company considers this to be a normal business risk.

Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company's customer base and the dispersion across different industries.

2. Summary of Significant Accounting Policies (continued)

Fair Value of Financial Instruments

The carrying value of cash, accounts receivable, franchisee receivables, accounts payable and notes payable approximates fair value due to the short maturity of these instruments. None of the financial instruments are held for trading purposes.

Principal Risks and Uncertainties

The principal risk and uncertainty that affects the financial results of the company is the general health of the economy especially as it pertains to utilization of office space. The Company management seeks to control this risk by diversifying the industries it serves as well as marketing its services to a diverse group of business and individual customers. Additional revenue risk for Franchise sales depends upon the overall unemployment rate in the area served. To address this management markets the opportunities of owning a business and engages in various forms of advertising including use of social media.

Leases

The Company leases certain office space in Louisville and Lexington. A determination is made at inception if an arrangement is a lease. Operating leases are included in operating lease right-of-use (ROU) assets, other current liabilities, and operating lease liabilities on the balance sheets.

ROU assets represent the right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease.

Operating lease ROU assets and liabilities are recognized at commencement date based upon the present value of lease payments over the term of the lease. Most of the Company's leases do not provide an implicit rate and therefore the Company therefore the Company's incremental borrowing rate is used in determining the present value of the lease payments.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

3. Franchisee Receivable

Franchisee receivable represents amounts due the Company from franchisees relative to the purchase of their franchise interest. These notes receivable are secured solely by the franchise interest. The original balance of each franchisee receivable ranges from $4,850 to $7900 based on origination date and amount of business purchased.

All the franchises sold are subject to seller financing that require monthly payments ranging from $259 to $359 depending on the amount for which such financing was granted. The interest rate on such notes is calculated at twelve percent per annum. The term of the note is over twenty-four months and accordingly, the Franchisee Receivable is recorded as both short and long term. See Note 1 Revenue Recognition also.

4. Property and Equipment

Property and equipment is comprised of the following:

	2024	2023
Equipment	$ 367,922	$ 367,922
Accumulated depreciation	(266,358)	(223,909)
Property and Equipment, Net of Depreciation	$ 101,564	$ 144,013

Depreciation expense for 2024 and 2023 was $42,449 and $38,931 respectively.

5. Leasing Arrangements

The Company leases real property in Louisville and Lexington under long-term operating leases. The Lexington office lease expired July 31, 2012 and renewed for a one-year period beginning August 1, 2012. The Company operated on a month-to-month basis until executing a new lease April 1, 2014, for 25 months at $700 per month. This lease is currently on a month-to-month basis. The Louisville lease was executed January 6, 2012 for a three-year term expiring December 31, 2015. The rent amount is $2,350 per month for 36 months. This lease renewed September 21, 2016 for three years expiring September 30, 2019. This lease was renewed October 19,2020 for three years expiring September 30, 2023 at $2,600 per month. The Louisville lease was terminated September 30, 2022 without any additional payments. The Louisville and Lexington leases require payment of common area costs in addition to the rent. The Company leases conference space from a related party on an annual basis only. Rent for the storage facility is on a month-to-month basis. See Note 11 and Note 20 regarding Louisville lease.

Rent expense for 2024 and 2023 consisted of the following:

	2024	2023
Louisville	$48,000	$48,000
Lexington	9,000	8,400
Conference	30,000	30,000
Storage	-0-	2,262
Condo Fees	11,235	-0-
Total	$98,235	$88,662

Future minimum rental payments required under these operating leases as of December 31, 2024 are as follows: See Note 21.

Year Ending December 31,	Amount
2025	$48,000
2026	$48,000
2027	$28,000
2028	$-0-
2029	$-0-

6. Master Franchise Agreement

The Company entered into a twenty-five-year master franchise agreement with Bonus of America, Inc. effective May 2002. The agreement grants the Company the exclusive right to operate Bonus Building Care in the Louisville, Kentucky territory. An additional agreement was entered into in 2007 granting exclusive rights for the Lexington, Kentucky territory. The cost of these agreements was being amortized on a straight-line basis over twenty- five years. Due to the transfer of the Master Franchise agreement to Corvus Holdings LLC on December 21, 2010, the remaining unamortized portion ($79,815) was written off in full in 2010.

On December 21, 2010, the Company entered into an agreement with Corvus Holdings, LLC to transfer the master franchise from Bonus of America, Inc. Corvus Holdings, LLC was responsible for the buyout of the master franchise agreement from Bonus of America, Inc. The terms of the Master Franchise Agreement are essentially the same requiring a royalty fee of 5% monthly. The fee paid to Corvus Holdings LLC for the transfer was $10. See Note 14.

7. Franchise Operations

The following schedule reflects the number of franchises sold, inactive franchises, and the total operating franchised units for the Company for the years ended December 31, 2024 and 2023:

	2024	2023
Franchises Sold	36	40
Inactive Franchise	27	20

The fee to purchase a franchise ranges from $4,850 to $7,900. The franchisor provides to the franchisee: cleaning contracts, collection services, supplies, training, and support. The total franchise revenue recognized in 2024 from franchises sold was $199,550. The 27 franchises that terminated during 2024 resulted in a default franchise revenue in the amount of $95,935 reported as bad debt.

8. Franchisee Payable

The Company pays Franchisees on a monthly basis for cleanings services performed. This revenue is netted with fees charged to the franchisee for royalties, supplies, equipment purchases, insurance costs, and administrative costs to arrive at the final amount due to the Franchisee. The total amount due Franchisees at December 31, 2024 and 2023 was $201,299 and $176,935 respectively.

9. Notes Payable

Notes payable consist of the following at December 31, 2024 and 2023:

	2024	2023
Note Payable Huntington National Bank in the amount of $39,412 dated February 27, 2020. The note is payable in monthly installments of $742.70 for 60 months. The note bears interest at 4.93% per annum and is secured by a 2019 Ford 350.	$ 1,471	$ 10,079
Note Payable Huntington National Bank in the amount of $30,849 dated December 30, 2020. The note is payable in monthly installments of $573.83 for 60 months. The note bears interest at 4.34% per annum and is secured by a 2020 Ram 2500.	$ 7,271	$ 13,684
Total	$ 8,742	$ 23,763
Current Portion	(8,742)	(15,044)
Long Term Notes Payable	$ -0-	$ 8,719

9. Notes Payable (continued)

Estimated maturities on notes payable are as follows:

2025	$ 8,742
2025	-0-
2026	-0-
Total	$ 8,742

Total interest expense incurred for all debt for the year ended December 31, 2024 and 2023 was $778 and $1,467 respectively.

10. Income Taxes

The Company is taxed as an S Corporation under the Internal Revenue Code and applicable state statutes. Under an S Corporation election, the income of the Company flows through to the stockholders to be taxed at the individual level rather than the corporate level. Accordingly, the Company will have no Federal income tax liability (with limited exceptions) as long as the S Corporation election is in effect. Certain applicable state and local taxes have been accrued.

11. Related Party Transactions

The sole Member of the Company is also a majority owner of BMD LLC, the landlord of the Louisville office. Rent paid for 2024 and 2023 to BMD, LLC was 48,000 and $48,000 respectively. See Notes 5 and 20.

12. Uncertain Tax Positions

The Company adopted the provisions of FASB ASC 740-10 (formerly FIN 48) on January 1, 2009. The Company's income tax filings are subject to audit by various taxing authorities. The Company's open audit periods are 2020 – 2024. In evaluating the Company's tax provisions and accruals, future taxable income, and the reversal of temporary differences, interpretations and tax planning strategies are considered. The Company recognizes accrued interest and penalties associated with uncertain tax positions as part of the income tax provision. As of December 31, 2024, and 2023, it was believed that the Company had no uncertain tax positions.

13. Subsequent Events

Significant events occurring after December 31, 2024 have been evaluated for disclosure through July 18, 2025 the date which the financial statements were available to be issued. Subsequent to the date of the 2019 financial statements, an outbreak of a novel strain of coronavirus (COVID-19) has disrupted supply chains and affected production and sales across a range of industries. The extent of the impact of COVID-19 on the Company's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak. Impact on the Company's customers, employees and vendors cannot be predicted at this time. As of the report date, the Company has been deemed to be an essential business and the Company is not experiencing significant interruption in business. Due to the nature of the industry, revenue has not been significantly impacted. There are no other significant events to report.

14. Intangible Asset—Royalty Discount

The Company entered into an agreement with Corvus Capital, LLC by which, in exchange for an upfront payment of $211,800, the royalties due to the master franchisor on a monthly basis would be reduced from 5% to 4% for the duration of the Master Franchise agreement. This agreement period is twenty-five years. Payments on the note are made over a twenty-four-month period. Should the Company default on these payments, the monthly royalties would return to 5%. This upfront payment is being amortized over the twenty-five- year life of the agreement on a straight-line basis. The note has been satisfied.

15. Pension Plan

The Company sponsors a Simple IRA plan that allows for employee pre-tax deferral and a 3% matching contribution by the Company. All contributions due have been timely remitted. Administrative fees of the plan are paid directly by the Company.

16. Recent Issued Accounting Pronouncements

In May of 2014, the FASB issued Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers (Topic 606). ASU No. 2014-09 is a revised standard that was initiated by FASB and the International Accounting Standards Board to clarify the principles for recognizing revenue and to develop a common revenue standard. This revised guidance applies to fiscal years beginning after December 15, 2018. The Company adopted the new standard effective January 1, 2019, the first day of the Company's fiscal year using the modified retrospective approach. Management has analyzed the provisions of the ASU and has concluded that no changes are necessary to conform with the new standard.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), a new lease standard that will supersede existing lease guidance. The standard requires a lessee to recognize assets and liabilities related to long-term leases that are classified as operating leases under current guidance on its balance sheet. An asset would be recognized related to the right to use the underlying asset and a liability would be recognized related to the obligation to make lease payments over the term of the lease. The standard also requires expanded disclosures related to leases. This guidance becomes effective for fiscal years beginning after December 15, 2021. Management has adopted this standard.

17. Contingencies and Commitments

On April 20, 2020 the Company received a loan through the Paycheck Protection Plan (PPP) program in the amount of $178,000. The terms of the loan include 1% interest and a deferral of payments through December 31, 2020. The amount of the loan was eligible to be forgiven as part of the PPP legislation. The Company received notification from the SBA the loan and accrued interest have been forgiven. Company has satisfied all the criteria for forgiveness and as a result recorded the amount as Gain on extinguished Debt-PPP on the Statement of Income for 2020.

18. Supplemental Disclosures of Cash flow Statement

During the years ended December 31, 2024 and 2023, cash payments for interest and local income taxes were as follows:

	2024	2023
Interest Paid	$778	$1,467
Local Tax Paid	$28,490	$46,924

19. Line of Credit

The company maintains an open line of credit with Republic Bank in the amount of $250,000. Interest on outstanding balances is paid monthly at the prime rate plus 1%. The note is unsecured but guaranteed by the Member. The credit line was not utilized during 2024 and the outstanding balance at 12/31/24 and 12/31/23 was -0-. The line was renewed February 9, 2025 maturing February 8, 2026. The initial rate is 8.5% and cannot be lower than 5%.

20. Leases

The components of lease expense were as follows:

Year Ended December 31, 2024

Amortization of right of use assets	$40,405
Interest of Lease Liabilities	9,697

Future minimum lease payments under non-cancellable leases as of December 31,2024 were as follows:

Year Ending December 31,

2025	41,174
2026	44,261
2027	27,335
2028	-0-

WINTERSET CPA Group, Inc.

INDEPENDENT AUDITOR'S REPORT
ON SUPPLEMENTARY INFORMATION

To the Member
Weaver Holdings LLC
D/B/A Corvus Janitorial Systems
Louisville, Kentucky

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Operating Expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Winterset CPA Group

July 18, 2025

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WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY
SCHEDULE OF OPERATING EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Operating Expenses		
Advertising	$ 15,671	$ 63,119
Supplies	56,256	52,353
Donations	500	2,300
Contract labor	282,384	333,156
Office Expense	4,353	7,186
Retirement plan expense	27,813	27,701
Uniforms	-	-
Amortization	8,472	8,472
Automobile expenses	69,952	71,691
Bank service charges	5,585	6,291
Depreciation	42,449	38,931
Dues and subscriptions	56	0
Insurance	204,910	151,580
Taxes and licenses	28,490	46,924
Miscellaneous expenses	26,994	27,198
Postage	9,909	11,236
Consulting	-	-
Professional fees	18,673	19,985
Rent	50,235	40,662
Lease Expense	48,000	48,000
Repairs and maintenance	10,786	14,472
Telephone	29,237	19,820
Travel	49,682	67,702
Utilities	11,798	12,067
Payroll and related expenses	1,421,998	1,417,456
Moving Expense	0	0
Bad Debt	95,935	58,620
Total Operating Expenses	$ 2,520,140	$ 2,546,924

See Accompanying Notes to Financial Statements

WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY

Financial Statements

DECEMBER 31, 2023 AND 2022

With Independent Auditor's Report

WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY

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WINTERSET CPA Group, Inc.

To the Board of Directors and Shareholders
of Weaver Holdings, LLC

Opinion

We have audited the accompanying financial statements of Weaver Holdings, LLC (a Kentucky Limited Liability Company), which comprise the balance sheets as of December 31, 2023, and 2022, and the related statements of income, retained earnings, 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 Weaver Holdings, LLC as of December 31, 2023, and 2022, 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 Weaver Holdings, 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 the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal controls 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 Weaver Holdings, LLC's ability to continue as a going concern within one year after the date that 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 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.

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 Weaver Holdings, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates 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 Weaver Holding 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.

Winterset CPA Group
Columbus, Ohio

June 10, 2024

WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY
BALANCE SHEET
DECEMBER 31, 2023 AND 2022

	2023	2022
ASSETS		
Current Assets		
Cash and Cash Equivalents	$ 239,352	$ 310,748
Accounts Receivable, net of allowance for doubtful accounts of $17,888	591,837	698,672
Franchise Fee Receivable - current portion	110,790	66,561
Miscellaneous Other Receivables	150	1,914
Prepaid Expenses	-	0
Total Current Assets	942,129	1,077,895
Property and Equipment, net of depreciation	144,013	123,665
Other Assets		
Franchisee Fee Receivable, net of current portion	50,284	25,702
Royalty Agreement, net of amortization	101,664	110,136
Right of Use Asset	149,555	185,188
Deposits	4,700	4,700
Total Other Assets	306,203	325,726
Total Assets	$ 1,392,345	$ 1,527,286

See Accompanying Notes to Financial Statements

WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY
BALANCE SHEET
DECEMBER 31, 2023 AND 2022

	2023	2022
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities		
Accounts Payable	$ 21,242	$ 17,240
Franchisee Payable	176,935	144,308
Miscellaneous Payable	-	1,616
Accrued Taxes	28,523	32,527
Current Portion - Long-Term Debt	15,044	13,960
Total Current Liabilities	241,744	209,651
Long-Term Liabilities		
Lease Liability	151,075	186,706
Notes Payable-net of current portion	8,719	24,134
Total Long-Term Liabilities	159,794	210,840
Total Liabilities	401,537	420,491
Total Member's Equity	990,807	1,106,795
Total Liabilities and Member's Equity	$ 1,392,345	$ 1,527,286

See Accompanying Notes to Financial Statements

WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY
STATEMENT OF INCOME AND MEMBER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Revenues		
Monthly Contracts	$ 7,883,199	$ 7,723,327
New franchisee sales	249,838	166,750
Equipment Sales	11,360	13,366
Other income	300,023	794,614
Total Revenues	8,444,419	8,698,057
Cost of Revenues		
Franchisee payments	4,689,701	4,526,523
Refunds	6,612	19,217
Franchise supplies	51,713	58,625
Master franchise royalties	336,409	370,116
Total Cost of Revenues	5,084,434	4,974,481
Net Revenues	3,359,985	3,723,576
Operating Expenses	2,546,924	2,520,629
Operating Income	813,061	1,202,947
Other Income and (Expense)		
Loss on Sale of Asset	-	1,423
Interest Income	8,168	883
Interest Expense	(1,467)	(2,154)
Total Other Income and (Expense)	6,700	151
Net Income	819,762	1,203,099
Member's Equity, Beginning of Year	1,106,795	1,331,883
Less: Member's Draws	(935,750)	(1,428,187)
Member's Equity, End of Year	$ 990,807	$ 1,106,795

See Accompanying Notes to Financial Statements

WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Cash Flows From Operating Activities		
Net Income	$ 819,762	$ 1,203,099
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	38,931	30,976
Amortization	8,472	8,472
Gain on sale of property and equipment	-	(1,423)
Decrease in accounts receivable	106,835	177,821
(Increase) Decrease in franchisee fee receivable	(68,811)	22,077
(Increase) in Other Receivables	1,764	(1,914)
Decrease in prepaid expenses	-	900
(Increase) in Right of Use Asset		(185,188)
Increase in accrued employee benefits payable	(1,616)	1,616
(Increase) in Deposits	-	(1,000)
Increase (Decrease) in accounts payable	4,002	5,650
Increase (Decrease) in franchisee payable	32,627	9,415
(Decrease) Increase in accrued taxes	(4,004)	(11,171)
Net Cash Provided By Operating Activities	937,963	1,259,331
Cash Flows From Investing Activities		
Purchase of equipment	(59,279)	(59,844)
Proceeds from sale of equipment	-	12,500
Net Cash Used In Investing Activities	(59,279)	(47,344)
Cash Flows From Financing Activities		
Payments on long-term debt	(14,330)	(13,674)
Proceeds from Lease Liability		186,706
Borrowing long-term debt	-	-
Member's Draws	(935,750)	(1,428,187)
Net Cash Used In Financing Activities	(950,080)	(1,255,155)
(Decrease) Increase in Cash and Cash Equivalents	(71,396)	(43,169)
Cash and Cash Equivalents, Beginning of Year	310,748	353,917
Cash and Cash Equivalents, End of Year	$ 239,352	$ 310,748
Supplemental Disclosures of Cash Flow Information		
Cash paid during the year for interest	$ 1,467	$ 2,154

See Accompanying Notes to Financial Statements

1. Organization and Operations

Nature of Business

Weaver Holdings, LLC D/B/A Corvus Janitorial Systems (the Company) was formed in September 2002 as a Kentucky Limited Liability Company. The Company is a master franchisor of janitorial service operations. The Company acquired a license from Bonus of America, Inc., an unrelated Texas corporation, in September 2002 to operate the Bonus Building Care business in Louisville and Lexington, Kentucky and surrounding areas. In December 2010, the Company entered into an agreement with Corvus Holdings, LLC to transfer the master franchise from Bonus of America, Inc.

The Company sells and supports unit franchises that provide cleaning and janitorial services for commercial buildings. The Company provides the framework for unit franchises to secure and maintain accounts to provide janitorial services to the general public. The framework consists of management, marketing, insurance, accounting, and administrative services as well as providing quality cleaning supplies and equipment at competitive prices to the unit franchises.

2. Summary of Significant Accounting Policies

The following accounting principles and practices of Weaver Holdings, LLC are set forth to facilitate the understanding of data presented in the financial statements.

Accounting Method

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

Accounts Receivable

Accounts receivable represent amounts due for sales of service and supplies. Accounts receivable are recorded at the time service is provided. Typically, amounts are due by the fifth of the month following the date of service. The Company provides cleaning services to customers using terms customary in the industry.

2. Summary of Significant Accounting Policies (continued)

Certain of the accounts receivable as of December 31, 2023 and 2022 were considered to be delinquent or past due. Accounts receivable are considered to be delinquent or past due if payment is not received within 60 days after the sale is made or service is provided. Any delinquent or past due accounts receivable are written off when all efforts to collect such amounts have been exhausted and it is clear that such amounts will not be collected.

The Company's allowance for doubtful accounts as of December 31, 2023 was $17,888 and $17,888 as of December 31, 2022. Actual bad debts written off for 2023 and 2022 were $0 and $0, respectively. Management establishes an allowance for doubtful accounts on a case-by-case basis considering when required payments are unlikely to occur. Management believes the allowance is adequate based on experience.

Inventories

Inventory consists of uniforms, supplies, and cleaning equipment such as vacuums and floor polishers and is recorded at average cost. No material amounts are maintained on hand at any point during the year.

Property and Equipment

Property and equipment are stated at cost. Betterments and improvements that extend the useful life of an asset are capitalized. Maintenance and repairs are charged to expense as incurred. When depreciable assets are retired or otherwise disposed, the cost and related accumulated depreciation are eliminated from the accounts and the resulting gain or loss is reflected in the statement of income and retained earnings. Depreciation is computed using the straight-line method over the estimated useful lives of the assets.

Estimate useful lives are as follows:

Equipment	5 Years
Furniture & Fixtures	7 Years
Transportation Equipment	5 Years
Leasehold Improvements	15 Years

2. Summary of Significant Accounting Policies (continued)

Valuation of Long-Lived Assets

The Company accounts for the valuation of long-lived assets under ASC 360, *Property, Plant and Equipment* (ASC 360). ASC 360 requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of the long-lived asset is measured by a comparison of the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets.

As of December 31, 2023, and 2022, the Company determined that none of its assets were impaired. Assets to be disposed are reportable at the lower of the carrying amount or fair value, less costs to sell. The Company had no assets intended for disposal as of December 31, 2023 and 2022.

Revenue Recognition

The Company recognizes revenues from royalties and commissions when earned, from sales when merchandise is shipped, from services when the cleaning is performed and from leases and franchise sales when all material services or conditions related to the sale have been substantially performed. The Company writes off remaining amounts due on notes from franchise sales in the year the business is abandoned. Any interest income received from franchisee's notes is recorded as operating income when received.

Advertising Costs

The Company expenses advertising and marketing costs as incurred. Advertising expense for 2023 and 2022 was $63,119 and $9,497 respectively.

2. Summary of Significant Accounting Policies (continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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. On an ongoing basis, management evaluates the estimates including those related to the allowance for doubtful accounts and useful lives of property and equipment. Actual results could differ from those estimates.

Concentrations of Credit Risk

The Company maintains its cash balances in several financial institutions. Accounts are insured by the Federal Deposit Insurance Corporation up to $250,000 per depositor. At December 31, 2023 and 2022 the Company's uninsured cash balances totaled $411,287 and $-0-. The Company considers this to be a normal business risk.

Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company's customer base and the dispersion across different industries.

2. Summary of Significant Accounting Policies (continued)

Fair Value of Financial Instruments

The carrying value of cash, accounts receivable, franchisee receivables, accounts payable and notes payable approximates fair value due to the short maturity of these instruments. None of the financial instruments are held for trading purposes.

Principal Risks and Uncertainties

The principal risk and uncertainty that affects the financial results of the company is the general health of the economy especially as it pertains to utilization of office space. The Company management seeks to control this risk by diversifying the industries it serves as well as marketing its services to a diverse group of business and individual customers. Additional revenue risk for Franchise sales depends upon the overall unemployment rate in the area served. To address this management markets the opportunities of owning a business and engages in various forms of advertising including use of social media.

Leases

The Company leases certain office space in Louisville and Lexington. A determination is made at inception if an arrangement is a lease. Operating leases are included in operating lease right-of-use (ROU) assets, other current liabilities, and operating lease liabilities on the balance sheets.

ROU assets represent the right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease.

Operating lease ROU assets and liabilities are recognized at commencement date based upon the present value of lease payments over the term of the lease. Most of the Company's leases do not provide an implicit rate and therefore the Company therefore the Company's incremental borrowing rate is used in determining the present value of the lease payments.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

3. Franchisee Receivable

Franchisee receivable represents amounts due the Company from franchisees relative to the purchase of their franchise interest. These notes receivable are secured solely by the franchise interest. The original balance of each franchisee receivable ranges from $4,850 to $7,250 based on origination date and amount of business purchased.

All the franchises sold are subject to seller financing that require monthly payments ranging from $259 to $359 depending on the amount for which such financing was granted. The interest rate on such notes is calculated at twelve percent per annum. The term of the note is over twenty-four months and accordingly, the Franchisee Receivable is recorded as both short and long term. See Note 1 Revenue Recognition also.

4. Property and Equipment

Property and equipment is comprised of the following:

	2023	2022
Equipment	$ 367,922	$ 308,643
Accumulated depreciation	(223,909)	(184,978)
Property and Equipment, Net of Depreciation	$ 144,013	$ 123,665

Depreciation expense for 2023 and 2022 was $38,931 and $30,976 respectively.

5. Leasing Arrangements

The Company leases real property in Louisville and Lexington under long-term operating leases. The Lexington office lease expired July 31, 2012 and renewed for a one-year period beginning August 1, 2012. The Company operated on a month-to-month basis until executing a new lease April 1, 2014, for 25 months at $700 per month. This lease is currently on a month-to-month basis. The Louisville lease was executed January 6, 2012 for a three-year term expiring December 31, 2015. The rent amount is $2,350 per month for 36 months. This lease renewed September 21, 2016 for three years expiring September 30, 2019. This lease was renewed October 19,2020 for three years expiring September 30, 2023 at $2,600 per month. The Louisville lease was terminated September 30, 2022 without any additional payments. The Louisville and Lexington leases require payment of common area costs in addition to the rent. The Company leases conference space from a related party on an annual basis only. Rent for the storage facility is on a month-to-month basis. See Note 11 and Note 21 regarding Louisville lease.

Rent expense for 2023 and 2022 consisted of the following:

	2023	2022
Louisville	$48,000	$23,400
Lexington	8,400	8,400
Conference	30,000	30,000
Storage	2262	-0-
Condo Fees	-0-	1,800
Total	$88,662	$64,096

Future minimum rental payments required under these operating leases as of December 31, 2023 are as follows: See Note 21.

Year Ending December 31,	Amount
2024	$48,000
2025	$48,000
2026	$48,000
2027	$28,000
2028	$-0-

6. Master Franchise Agreement

The Company entered into a twenty-five-year master franchise agreement with Bonus of America, Inc. effective May 2002. The agreement grants the Company the exclusive right to operate Bonus Building Care in the Louisville, Kentucky territory. An additional agreement was entered into in 2007 granting exclusive rights for the Lexington, Kentucky territory. The cost of these agreements was being amortized on a straight-line basis over twenty- five years. Due to the transfer of the Master Franchise agreement to Corvus Holdings LLC on December 21, 2010, the remaining unamortized portion ($79,815) was written off in full in 2010.

On December 21, 2010, the Company entered into an agreement with Corvus Holdings, LLC to transfer the master franchise from Bonus of America, Inc. Corvus Holdings, LLC was responsible for the buyout of the master franchise agreement from Bonus of America, Inc. The terms of the Master Franchise Agreement are essentially the same requiring a royalty fee of 5% monthly. The fee paid to Corvus Holdings LLC for the transfer was $10. See Note 14.

7. Franchise Operations

The following schedule reflects the number of franchises sold, inactive franchises, and the total operating franchised units for the Company for the years ended December 31, 2023 and 2022:

	2023	2022
Franchises Sold	40	23
Inactive Franchise	20	18

The fee to purchase a franchise ranges from $4,850 to $7,500. The franchisor provides to the franchisee: cleaning contracts, collection services, supplies, training, and support. The total franchise revenue recognized in 2023 from franchises sold was $249,838. The 20 franchises that terminated during 2023 resulted in a default franchise revenue in the amount of $58,620 reported as bad debt.

8. Franchisee Payable

The Company pays Franchisees on a monthly basis for cleanings services performed. This revenue is netted with fees charged to the franchisee for royalties, supplies, equipment purchases, insurance costs, and administrative costs to arrive at the final amount due to the Franchisee. The total amount due Franchisees at December 31, 2023 and 2022 was $176,935 and $144,308 respectively.

9. Notes Payable

Notes payable consist of the following at December 31, 2023 and 2022:

	2023	2022
Note Payable Huntington National Bank in the amount of $39,412 dated February 27, 2020. The note is payable in monthly installments of $742.70 for 60 months. The note bears interest at 4.93% per annum and is secured by a 2019 Ford 350.	$ 10,079	$ 18,274
Note Payable Huntington National Bank in the amount of $30,849 dated December 30, 2020. The note is payable in monthly installments of $573.83 for 60 months. The note bears interest at 4.34% per annum and is secured by a 2020 Ram 2500.	$ 13,684	$ 19,820
Total	$ 23,763	$ 38,094
Current Portion	(15,044)	(13,960)
Long Term Notes Payable	$ 8,719	$ 24,134

9. Notes Payable (continued)

Estimated maturities on notes payable are as follows:

2024	15,044
2025	8,719
2026	-0-
Total	$ 23,763

Total interest expense incurred for all debt for the year ended December 31, 2023 and 2022 was $1,467 and $2,154 respectively.

10. Income Taxes

The Company is taxed as an S Corporation under the Internal Revenue Code and applicable state statutes. Under an S Corporation election, the income of the Company flows through to the stockholders to be taxed at the individual level rather than the corporate level. Accordingly, the Company will have no Federal income tax liability (with limited exceptions) as long as the S Corporation election is in effect. Certain applicable state and local taxes have been accrued.

11. Related Party Transactions

The sole Member of the Company is also a majority owner of BMD LLC, the landlord of the Louisville office. Rent paid for 2023 and 2022 to BMD, LLC was 48,000 and $20,000 respectively. See Notes 5 and 21.

12. Uncertain Tax Positions

The Company adopted the provisions of FASB ASC 740-10 (formerly FIN 48) on January 1, 2009. The Company's income tax filings are subject to audit by various taxing authorities. The Company's open audit periods are 2019 – 2023. In evaluating the Company's tax provisions and accruals, future taxable income, and the reversal of temporary differences, interpretations and tax planning strategies are considered. The Company recognizes accrued interest and penalties associated with uncertain tax positions as part of the income tax provision. As of December 31, 2023, and 2022, it was believed that the Company had no uncertain tax positions.

13. Subsequent Events

Significant events occurring after December 31, 2023 have been evaluated for disclosure through June 10, 2024 the date which the financial statements were available to be issued. Subsequent to the date of the 2019 financial statements, an outbreak of a novel strain of coronavirus (COVID-19) has disrupted supply chains and affected production and sales across a range of industries. The extent of the impact of COVID-19 on the Company's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak. Impact on the Company's customers, employees and vendors cannot be predicted at this time. As of the report date, the Company has been deemed to be an essential business and the Company is not experiencing significant interruption in business. Due to the nature of the industry, revenue has not been significantly impacted.

14. Intangible Asset—Royalty Discount

The Company entered into an agreement with Corvus Capital, LLC by which, in exchange for an upfront payment of $211,800, the royalties due to the master franchisor on a monthly basis would be reduced from 5% to 4% for the duration of the Master Franchise agreement. This agreement period is twenty-five years. Payments on the note are made over a twenty-four-month period. Should the Company default on these payments, the monthly royalties would return to 5%. This upfront payment is being amortized over the twenty-five- year life of the agreement on a straight-line basis. The note has been satisfied.

15. Pension Plan

The Company sponsors a Simple IRA plan that allows for employee pre-tax deferral and a 3% matching contribution by the Company. All contributions due have been timely remitted. Administrative fees of the plan are paid directly by the Company.

16. Recent Issued Accounting Pronouncements

In May of 2014, the FASB issued Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers (Topic 606). ASU No. 2014-09 is a revised standard that was initiated by FASB and the International Accounting Standards Board to clarify the principles for recognizing revenue and to develop a common revenue standard. This revised guidance applies to fiscal years beginning after December 15, 2018. The Company adopted the new standard effective January 1, 2019, the first day of the Company's fiscal year using the modified retrospective approach. Management has analyzed the provisions of the ASU and has concluded that no changes are necessary to conform with the new standard.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), a new lease standard that will supersede existing lease guidance. The standard requires a lessee to recognize assets and liabilities related to long-term leases that are classified as operating leases under current guidance on its balance sheet. An asset would be recognized related to the right to use the underlying asset and a liability would be recognized related to the obligation to make lease payments over the term of the lease. The standard also requires expanded disclosures related to leases. This guidance becomes effective for fiscal years beginning after December 15, 2021. Management has adopted this standard.

17. Contingencies and Commitments

On April 20, 2020 the Company received a loan through the Paycheck Protection Plan (PPP) program in the amount of $178,000. The terms of the loan include 1% interest and a deferral of payments through December 31, 2020. The amount of the loan was eligible to be forgiven as part of the PPP legislation. The Company received notification from the SBA the loan and accrued interest have been forgiven. Company has satisfied all the criteria for forgiveness and as a result recorded the amount as Gain on extinguished Debt-PPP on the Statement of Income for 2020.

18. Supplemental Disclosures of Cash flow Statement

During the years ended December 31, 2023 and 2022, cash payments for interest and local income taxes were as follows:

	2023	2022
Interest Paid	$1,467	$2,154
Local Tax Paid	$46,924	$53,180

19. Consulting and Management Agreement

During the 2021 year, the Company engaged the services of a related entity to perform certain management and sales functions. The amount paid for the year 2021 was $500,000 for a one-year agreement that was renewed. Due to certain performance circumstances, the consulting services were unable to be performed and the full amount of the expense was refunded in 2022 and reported as miscellaneous income.

20. Line of Credit

The company maintains an open line of credit with Republic Bank in the amount of $250,000. Interest on outstanding balances is paid monthly at the prime rate plus 1%. The note is unsecured but guaranteed by the Member. The credit line was not utilized during 2023 and the outstanding balance at 12/31/23 and 12/31/22 was -0-. The line was renewed February 23, 2024 maturing February 9, 2025. The initial rate is 8.5% and cannot be lower than 5%.

21. Leases

The components of lease expense were as follows:

Year Ended December 31, 2023

Amortization of right of use assets	$40,405
Interest of Lease Liabilities	12,368

Future minimum lease payments under non-cancellable leases as of December 31,2023 were as follows:

Year Ending December 31,

2024	$38,303
2025	41,174
2026	44,261
2027	27,335
2028	-0-

WINTERSET CPA Group, Inc.

INDEPENDENT AUDITOR'S REPORT ON ADDITIONAL INFORMATION

To the Member
Weaver Holdings LLC
D/B/A Corvus Janitorial Systems
Louisville, Kentucky

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Operating Expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with the auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

June 10, 2024

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INDEPENDENT AUDITOR'S REPORT
ON ADDITIONAL INFORMATION

To the Member
Weaver Holdings LLC
D/B/A Corvus Janitorial Systems
Louisville, Kentucky

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Operating Expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with the auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

June 10, 2024

WEAVER HOLDINGS, LLC
D/B/A CORVUS JANITORIAL SYSTEMS
LOUISVILLE, KENTUCKY
SCHEDULE OF OPERATING EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Operating Expenses		
Advertising	$ 63,119	$ 9,497
Supplies	52,353	45,742
Donations	2,300	1,250
Contract labor	333,156	394,628
Office Expense	7,186	6,321
Retirement plan expense	27,701	24,726
Uniforms	-	49
Amortization	8,472	8,472
Automobile expenses	71,691	66,485
Bank service charges	6,291	3,990
Depreciation	38,931	30,976
Dues and subscriptions	0	1,344
Insurance	151,580	165,041
Taxes and licenses	46,924	41,328
Miscellaneous expenses	27,198	29,241
Postage	11,236	10,080
Consulting	-	0
Professional fees	19,985	30,210
Rent	40,662	64,096
Lease Expense	48,000	21,518
Repairs and maintenance	14,472	5,736
Telephone	19,820	23,180
Travel	67,702	73,374
Utilities	12,067	11,288
Payroll and related expenses	1,417,456	1,307,043
Moving Expense	0	3,065
Bad Debt	58,620	141,947
Total Operating Expenses	$ 2,546,924	$ 2,520,629

See Accompanying Notes to Financial Statements

EXHIBIT D-1

TO THE FRANCHISE DISCLOSURE DOCUMENT

CORVUS HOLDINGS LLC FINANCIAL STATEMENTS

[See attached]

CORVUS HOLDINGS LLC
FINANCIAL STATEMENTS
FOR THE YEARS ENDED
DECEMBER 31, 2024 AND 2023

GRAY HUNTER STENN LLP
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

To the Members
of Corvus Holdings LLC
Westlake, OH

Opinion

We have audited the accompanying financial statements of Corvus Holdings LLC (a Delaware Limited Liability Company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income and 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 Corvus Holdings LLC as of December 31, 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 Corvus Holdings 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 the 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 Corvus Holdings LLC's ability to continue as a going concern within one year after the date that 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 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.

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 Corvus Holdings LLC's internal control. Accordingly, no such opinion is expressed.

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

• 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 Corvus Holdings 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.

Gray Hunter Stenn LLP

Oak Brook, IL
April 21, 2025

CORVUS HOLDINGS LLC
BALANCE SHEETS
DECEMBER 31, 2024 AND 2023

ASSETS

	2024	2023
CURRENT ASSETS:		
Cash	$ 139,214	$ 165,209
Current portion of notes receivable, net of allowance of $0	-	8,447
Marketable securities, at fair value	28,505	16,630
Due from franchisees, net of allowance of $0	330,516	275,278
Due from affiliates	190,291	191,354
Prepaid expenses	35,852	34,161
Total current assets	724,378	691,079
PROPERTY AND EQUIPMENT, net	145,157	157,338
INTANGIBLE ASSETS, net	619,752	671,333
OTHER ASSETS:		
Investment in Columbus Insurance Ltd.	100	100
Operating lease right-of-use assets	147,567	227,020
Security deposits	4,877	8,377
Total other assets	152,544	235,497
TOTAL ASSETS	$ 1,641,831	$ 1,755,247

LIABILITIES AND MEMBERS' EQUITY

	2024	2023
CURRENT LIABILITIES:		
Current portion of notes payable	$ 3,885	$ 3,683
Accounts payable	22,143	18,908
Accrued expenses	22,207	21,099
Deferred revenue	41,815	-
Current portion of operating lease liabilities	65,331	85,272
Total current liabilities	155,381	128,962
LONG-TERM LIABILITIES:		
Operating lease liabilities, net of current portion	88,194	147,701
Notes payable, net of current portion	140,798	144,220
Total long-term liabilities	228,992	291,921
TOTAL LIABILITIES	384,373	420,883
MEMBERS' EQUITY	1,257,458	1,334,364
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 1,641,831	$ 1,755,247

See accompanying notes.

CORVUS HOLDINGS LLC
STATEMENTS OF INCOME AND MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2024 AND 2023

		2024	2023
Royalty revenues		$ 2,991,333	$ 2,996,010
Operating expenses		1,878,908	1,984,592
Income (loss) from operations		1,112,425	1,011,418
Other income (expense):			
Interest income		740	1,758
Investment gains (losses)		11,787	14,597
Interest expense		(13,614)	(14,500)
Net other income (expense)		(1,087)	1,855
Net income (loss)		1,111,338	1,013,273
Members' equity:	- Beginning of year	1,334,364	1,431,112
	- Distributions	(1,188,244)	(1,110,021)
	- End of year	$ 1,257,458	$ 1,334,364

See accompanying notes.

CORVUS HOLDINGS LLC
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	$ 1,111,338	$ 1,013,273
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	114,263	119,298
(Gain) loss on investments	(11,787)	(14,597)
Changes in:		
Due from franchisees	(55,238)	58,618
(Advances to) repayments from affiliates, net	1,063	5,824
Prepaid expenses	(1,691)	(18,392)
Security deposits	3,500	-
Accounts payable	3,235	(18,435)
Accrued expenses	1,108	8,699
Deferred revenue	41,815	-
Change in operating lease liability, net	5	(4,710)
Net cash provided (used) by operating activities	1,207,611	1,149,578
CASH FLOWS FROM INVESTING ACTIVITIES:		
Collections of notes receivable	8,447	13,705
Proceeds from sale of marketable securities	-	122,279
Purchase of marketable securities	(89)	(20,817)
Purchase of goodwill	(50,500)	-
Net cash provided (used) by investing activities	(42,142)	115,167
CASH FLOWS FROM FINANCING ACTIVITIES:		
Repayments of notes payable	(3,220)	(2,097)
Distributions	(1,188,244)	(1,110,021)
Net cash provided (used) by financing activities	(1,191,464)	(1,112,118)
NET INCREASE (DECREASE) IN CASH	(25,995)	152,627
Cash: - Beginning of year	165,209	12,582
- End of year	$ 139,214	$ 165,209

See accompanying notes.

NOTE 1: Nature of operations:

Corvus Holdings LLC ("the Company") is a Delaware limited liability company that was organized on January 7, 2009, for the purpose of engaging in the business of selling and supporting regional master franchises. The master franchises engage in the Company's proprietary janitorial service business within the United States. These master franchises are granted rights by the Company to sell and support unit franchises under the Corvus brand within each respective master franchised territory. Agreements with the master franchises are entered into for an initial term of 20 years; the agreements renew automatically for successive 10 year terms unless the master franchises give proper notice of their intent not to renew in accordance with the agreements.

As of December 31, 2024, the Company has entered into agreements with seventeen master franchises. The members of the Company maintain majority equity stakes in nine of those master franchises. The master franchises are located primarily in Illinois, Missouri, Arkansas, Ohio, Indiana, Kentucky, North Carolina and Texas.

NOTE 2: Summary of significant accounting policies:

Basis of accounting -

The Company follows United States Generally Accepted Accounting Principles (GAAP) as established by the Financial Accounting Standards Board (FASB), to ensure consistent reporting of financial condition and results of operations.

Accounts and notes receivable and allowance for credit losses -

The Company generates accounts and notes receivable in the normal course of business. The Company grants credit to its master franchisees and does not require collateral to secure the accounts receivable. The Company recognizes an allowance for losses on accounts and notes receivable in an amount equal to the current expected credit losses. The estimation of the allowance is based on an analysis of historical loss experience, current receivables aging, and management's assessment of current conditions and reasonable and supportable expectation of future conditions, as well as an assessment of specific identifiable customer accounts considered at risk or uncollectible. The Company assesses collectability by pooling receivables where similar characteristics exist and evaluates receivables individually when specific customer balances no longer share those risk characteristics and are considered at risk or uncollectible. The expense associated with the allowance for expected credit losses is recognized in operating expenses. For notes receivable, the allowance for credit losses is a valuation account that is deducted from, or added to, the note receivables' amortized cost basis to present the net amount expected to be collected on the loan.

NOTE 2: Summary of significant accounting policies (continued):

Investments -

The Company invests in various securities, primarily equity securities and money market funds. Gains and losses on the sale of securities are recognized on a first-in, first out basis.

Securities available for sale are adjusted to fair market value at year end. The unrealized gain or loss is recorded in other income as investments gains (losses).

Property and equipment -

The Company's property and equipment is recorded at cost. Depreciation expense is charged to operations over the estimated useful lives of the assets using the straight-line method.

Intangible assets -

Intangible assets are carried at cost less accumulated amortization. Amortization is computed using the straight-line method over the estimated useful lives of the intangibles. Management tests for impairment of intangible assets on an annual basis.

The Company has elected to adopt the private company option to amortize goodwill. Goodwill is subject to amortization over a 20 year life.

Revenue recognition -

The Company's revenues result primarily from royalty revenues, administration fees, and expense reimbursements, relating to agreements in place with its master franchises. The Company records revenue based on a five-step model in accordance with ASC 606. For customer contracts, the Company identifies the performance obligations (products or services), determines the transaction price, allocates the contract transaction price to the performance obligations, and recognizes the revenue when the performance obligation is fulfilled, which is when the master franchise bills its customers. Revenues are recorded over time.

NOTE 2: Summary of significant accounting policies (continued):

Revenue recognition (continued) -

The Company elected the practical expedient to expense incremental costs of obtaining a contract, if the contract period is for one year or less. These costs are included in operating expenses. Otherwise, incremental contract costs are recognized as an asset in the balance sheets and amortized over time as promised goods and services are transferred to a customer. The Company also elected to adopt a policy that shipping and handling costs will be accounted for as costs to fulfill a contract and are not considered performance obligations to its customers. The impact was insignificant as the expedient and policy election align with its current practice. The Company utilizes the practical expedient and does not adjust the promised amount of consideration for the effects of a significant financing component due to the fact that the period between the transfer of the promised good or service to a customer and the customer payment is one year or less.

Some royalties require deposits from franchisee before the month the royalties have incurred. Deferred revenue of $41,815 and $0 was recorded at December 31, 2024 and 2023, respectively.

Royalty revenue -

Royalty revenues are recorded monthly based on various percentages of pretax revenues. The percentages (up to 10%) are based on agreements in place with each of the master franchises. Beginning in 2019, the Company began charging an additional amount, also based on a percentage of pretax revenues, for marketing services.

Leases -

The Company leases certain office space. The determination of whether an arrangement is a lease is made at the lease's inception. Operating leases are included in operating lease right-of-use (ROU) assets, other current liabilities, and other long-term liabilities in the Company's balance sheets.

NOTE 2: Summary of significant accounting policies (continued):

Leases (continued) -

ROU assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. The Company uses the implicit rate when it is readily determinable. As the Company's lease does not provide an implicit rate, the Company uses the risk-free rate based on the information available at commencement date in determining the present value of lease payments. The Company's lease terms may include options to extend or terminate the lease and only lease renewal options that the Company believes are reasonably certain to exercise are included in the measurement of the lease assets and liabilities. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

Advertising -

The Company expenses advertising costs as they are incurred.

Income taxes -

The Company has elected to be treated as a partnership for income tax purposes and as such, each member is taxed separately on their distributive share of the Company's net taxable income whether or not that income is actually distributed. Therefore, no provision or liability for federal or state income taxes has been included in the financial statements. The Company is subject to applicable state taxes.

Effective January 1, 2024 and 2023, the Company made a Pass-Through Entity Tax (PTE Tax) election under which the Company pays state income tax that would otherwise be paid individually by its members. The PTE Tax is recorded as a distribution in the Statement of Income and Members' Equity. The PTE Tax election is made annually.

NOTE 2: Summary of significant accounting policies (continued):

Uncertain tax positions -

Management has determined that the Company does not have any uncertain tax positions and associated unrecognized benefits that materially impact the financial statements and related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Company's tax returns will not be challenged by the taxing authorities and the Company or its members will not be subject to additional tax, penalties, and interest as a result of such challenge. Generally the Company's tax returns remain open for three years for federal and state income tax examination.

Use of estimates -

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ those estimates.

Limited liability company -

The Company has been organized as a limited liability company under the laws of the state of Delaware. As such, the Company's members' risk is limited to each member's investment of capital. Corvus Holdings LLC shall remain in perpetuity unless terminated sooner, as provided for in the provisions of the operating agreement.

Recently Adopted Accounting Guidance -

Effective January 1, 2023, the Company adopted Accounting Standards Update (ASU) 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, as amended, which replaces the incurred loss impairment methodology for measurement of credit losses on financial instruments with a current expected credit losses (CECL) model that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. Under the CECL model, the allowance for losses on financial assets, measured at amortized cost, reflects management's estimate of credit losses over the remaining expected life of such assets. Financial assets held by the Company that are subject to ASU 2016-13 include trade accounts receivable and notes receivable.

NOTE 2: Summary of significant accounting policies (continued):

Recently Adopted Accounting Guidance (continued) -

The Company adopted the standard using the modified retrospective method. The adoption of this standard did not have a material impact on the Company's results of operations, cash flows or debt covenants, but it did change how the allowance for credit losses is determined.

NOTE 3: Accounts receivable:

Accounts receivable balances at December 31 consisted of:

	12/31/2024	12/31/2023	12/31/2022
Accounts receivable	$ 330,516	$ 275,278	$ 333,896
Less: Allowance for credit losses	-	-	-
	$ 330,516	$ 275,278	$ 333,896

NOTE 4: Investments:

Investments - Available-for-sale -

Equity securities and debt securities that the Company does not intend to hold to maturity are classified as available-for-sale securities and reported at fair market value. Unrealized gains and losses are reported as investment gain (loss) in the statement of income. The fair market adjustment has been computed as follows:

	2024	2023
Fair market value	$ 28,505	$ 16,630
Cost	14,551	14,462
Aggregate unrealized appreciation, net of income taxes	$ 13,954	$ 2,168

There were sales of available-for-sale securities by the Company of $0 and $122,279 in 2024 and 2023, respectively, resulting in no gain/(loss) and a gain of $2,031 in 2024 and 2023, respectively.

NOTE 4: Investments (continued):

Investments - Available-for-sale (continued) -

For the years ended December 31, 2024 and 2023, net investment income included the following:

	2024	2023
Interest and dividends	$ 740	$ 1,758
Realized gains (losses)	-	2,031
Unrealized gains (losses)	11,787	12,566
	$ 12,527	$ 16,355

Fair Value Disclosures -

		Fair Value Measurements	
Description	12/31/2024	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Equity securities	$ 25,842	$ 25,842	$ -
Money market funds	2,663	-	2,663
Total investments	$ 28,505	$ 25,842	$ 2,663

		Fair Value Measurements	
Description	12/31/2023	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Equity securities	$ 14,056	$ 14,056	$ -
Money market funds	2,574	-	2,574
Total investments	$ 16,630	$ 14,056	$ 2,574

- Level 1 inputs are valued at unadjusted quoted prices in active markets for identical assets.

- Level 2 inputs are valued at cost, which is an approximate fair market value.

NOTE 4: Investments (continued):

Investments - Columbus Insurance Ltd. -

In June 2012, the Company became a shareholder of Columbus Insurance Ltd., a group captive insurance company, in order to obtain adequate insurance coverage for the Company and its franchisees at a more affordable and stable cost. The investment is accounted for using the cost method.

NOTE 5: Property and equipment:

Property and equipment consisted of the following:

	12/31/2024	12/31/2023	Estimated Useful Lives
Leasehold improvements	$ 182,715	$ 182,715	15 years
Office furniture and equipment	18,877	18,877	5 to 7 years
Less: Accumulated depreciation	(56,435)	(44,254)	
	$ 145,157	$ 157,338	

Depreciation expense amounted to $12,181 and $12,181 for the years ended December 31, 2024 and 2023, respectively.

NOTE 6: Intangible assets:

Intangible assets consisted of the following:

	12/31/2024	12/31/2023
Goodwill	$ 50,500	$ -
Less: Accumulated amortization	(1,381)	-
Goodwill, net	$ 49,119	$ -
Software development costs	$ -	$ 948,832
Less: Accumulated amortization	-	(948,832)
Software development costs, net	$ -	$ -
Territory acquisition costs	$ 2,014,000	$ 2,014,000
Less: Accumulated amortization	(1,443,367)	(1,342,667)
Territory acquisition costs, net	$ 570,633	$ 671,333

NOTE 6: Intangible assets (continued):

Total intangible assets	$ 2,064,500	$ 2,962,832
Less: Accumulated amortization	(1,444,748)	(2,291,499)
Intangible assets, net	$ 619,752	$ 671,333

Amortization expense amounted to $102,081 and $107,117 for the years ended December 31, 2024 and 2023, respectively.

Estimated future amortization expense at December 31, 2024 was as follows:

Year	Goodwill	Territory Acquisition	Total
2025	$ 2,525	$ 100,700	$ 103,225
2026	2,525	100,700	103,225
2027	2,525	100,700	103,225
2028	2,525	100,700	103,225
2029	2,525	100,700	103,225
Thereafter	36,494	67,133	103,627
	$ 49,119	$ 570,633	$ 619,752

The Company has incurred costs for the development of proprietary software for use by its master franchisees. All costs related to the development or purchase of internal use software incurred during the application development stage have been capitalized and are being amortized over ten years (the estimated useful life of the software). Software development costs were fully amortized as of December 31, 2023.

The members of the Company own other companies that, prior to August 6, 2010, operated master franchises in Arkansas, Illinois, and Missouri that sold and supported unit janitorial services franchises in those states, in accordance with master franchise agreements with another national franchisor of janitorial services. On August 6, 2010, the Company entered into a certain Master Franchise Buyout Agreement to terminate these Master Franchise Agreements by making a termination payout. Subsequent to September 5, 2010, the effective termination date of its Master Franchise Agreements, the Company entered into new master franchise agreements with those Master Franchisees. The costs incurred to terminate the Master Franchise Agreements, and to execute replacement Corvus Master Franchise Agreements, have been capitalized and are being amortized on the straight-line method over twenty years, the initial term of the respective Corvus Master Franchise Agreements.

NOTE 6: Intangible assets (continued):

As discussed in Note 2, the Company has elected the private company option to amortize goodwill as allowed under U.S. GAAP. The Company has incurred costs to assist its franchisee to buy out another franchisee. All costs related to the purchase of the franchise are being amortized over twenty years (the estimated life of the royalty agreement).

NOTE 7: Debt:

Long-term debt -

The Company is obligated as follows:

	Due	Monthly Payment	Interest rate	Balance 12/31/2024	Balance 12/31/2023
(1)	June 17, 2051	$ 731	3.75%	$ 144,683	$ 147,903
Less: Current portion of long-term debt				(3,885)	(3,683)
Long-term debt, net of current portion				$ 140,798	$ 144,220

(1) On July 17, 2020, the Company qualified for and received a loan pursuant to the Economic Injury Disaster Loan Program ("EIDL"), a program implemented by the SBA under the Coronavirus Aid, Relief, and Economic Security Act, from a qualified lender (the "EIDL Lender"), for an aggregate principal amount of $150,000 (the "EIDL Loan"). The loan principal and interest payments were deferred. The loan is unsecured and not collateralized by any assets.

At December 31, 2024, principal payments required for each of the next five years were as follows:

Year	Amount
2025	$ 3,885
2026	3,553
2027	3,688
2028	3,829
2029	3,975

Interest expense, including amounts paid to a related party (see Note 8), amounted to $13,614 and $14,500 for the years ended December 31, 2024 and 2023, respectively.

NOTE 8: Related party transactions:

The Company receives royalty revenues from entities affiliated via common ownership. Revenues from these entities amounted to $1,523,991 and $1,513,256 for the years ended December 31, 2024 and 2023, respectively. Accounts receivable from these entities were $125,984 and $99,766 as of December 31, 2024 and 2023, respectively.

The Company makes advances to and receives advances from its affiliates in the normal course of operations. The amounts due from/(to) the affiliates amounted to $190,291 and $191,354 as of December 31, 2024 and 2023, respectively. The amounts are due on demand and interest is charged at a rate between 0% - 3%. Interest expense amounted to $8,062 and $7,824 for the years ended December 31, 2024 and 2023, respectively.

NOTE 9: Leases:

The Company entered into an agreement to lease office space pursuant to an operating lease that expired January 31, 2024. The lease requires initial monthly payments of $1,290 and requires the Company to pay allocable utilities, insurance, real estate taxes and repairs and maintenance. Total payments under the lease agreement amounted to $1,290 and $15,469 for the years ended December 31, 2024 and 2023, respectively.

The Company entered into an agreement to lease office space pursuant to an operating lease expiring April 30, 2027. The lease requires initial monthly payments of $1,022 and requires the Company to pay allocable utilities, insurance, real estate taxes and repairs and maintenance. Total payments under the lease agreement amounted to $12,264 and $12,480 for the years ended December 31, 2024 and 2023, respectively.

The Company entered into an agreement to lease office space pursuant to an operating lease expiring April 30, 2027. The lease requires initial monthly payments of $4,090 and requires the Company to pay allocable utilities, insurance, real estate taxes and repairs and maintenance. Total payments under the lease agreement amounted to $49,230 and $50,205 for the years ended December 31, 2024 and 2023, respectively.

The Company entered into an agreement to lease office space pursuant to an operating lease expiring April 30, 2027. The lease required initial monthly payments of $250 and requires the Company to pay allocable utilities, insurance, real estate taxes and repairs and maintenance. Total payments under the lease agreement amounted to $2,000 for the year ended December 31, 2024.

NOTE 9: Leases (continued):

The Company also has leases for storage with terms less than twelve months for which the Company has elected to recognize operating lease expense on a straight-line basis in accordance with practical expedients permissible under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*.

The Company subleases certain real estate to related parties. The lease and sublease portfolio consists of operating leases. Sublease income recognized and disclosed for 2024 and 2023 is $23,219 and $21,713, respectively.

The components of lease expense were as follows:

	2024	2023
Operating lease cost	$ 65,463	$ 78,292
Short-term lease cost	2,320	2,944
Variable lease cost	-	12,665
Sublease income	(23,219)	(21,713)
Total operating lease cost	$ 44,564	$ 72,188

Other information related to leases was as follows:		
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 67,778	$ 98,611
Weighted average remaining lease term:		
Operating leases	2.33 years	3.15 years
Weighted average discount rate:		
Operating leases	1.58%	1.58%

NOTE 9: Leases (continued):

Future minimum lease payments of operating lease liabilities as of December 31, 2024 were as follows:

Year	Operating Leases
2025	$ 65,802
2026	67,687
2027	22,774
2028	-
2029	-
Thereafter	-
Total future minimum lease payments	156,263
Less: imputed interest	(2,738)
Total present value of lease liabilities	$ 153,525

Reported as of December 31, 2024 and 2023:

	Operating Leases	
	2024	2023
Current portion of operating lease liabilities	$ 65,331	$ 85,272
Operating lease liabilities, net of current portion	88,194	147,701
Total	$ 153,525	$ 232,973

NOTE 10: Concentration of credit risk:

The Company maintains its cash balances in a financial institution located in Chicago. Amounts on deposit occasionally exceed federally insured limits.

NOTE 11: Supplemental disclosures of cash flow information:

	2024	2023
Cash paid during the year for:		
Interest	$ 13,614	$ 14,500
Income taxes	30,250	8,850

NOTE 12: Subsequent events:

The Company has evaluated subsequent events through April 21, 2025, which is the date financial statements were available to be issued.

CORVUS HOLDINGS LLC
FINANCIAL STATEMENTS
FOR THE YEARS ENDED
DECEMBER 31, 2023 AND 2022

GHS | GRAY HUNTER STENN LLP
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

To the Members
of Corvus Holdings LLC

Opinion

We have audited the accompanying financial statements of Corvus Holdings LLC (a Delaware Limited Liability Company), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income and 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 Corvus Holdings LLC as of December 31, 2023 and 2022, 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 Corvus Holdings 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.

Change in Accounting Principle

As discussed in Notes 2 and 10 to the financial statements, during 2022 the Company adopted FASB ASC 842, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 Corvus Holdings LLC's ability to continue as a going concern within one year after the date that 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 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.

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 Corvus Holdings LLC's internal control. Accordingly, no such opinion is expressed.

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

• 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 Corvus Holdings 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.

Oak Brook, IL
April 19, 2024

CORVUS HOLDINGS LLC
BALANCE SHEETS
DECEMBER 31, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS:		
Cash	$ 165,209	$ 12,582
Current portion of notes receivable, net of allowance of $0	8,447	12,526
Marketable securities, at fair value	16,630	96,894
Due from franchisees, net of allowance of $0	275,278	333,896
Due from affiliates	191,354	197,178
Prepaid expenses	34,161	15,769
Total current assets	691,079	668,845
PROPERTY AND EQUIPMENT, net	157,338	169,519
INTANGIBLE ASSETS:		
Software development costs	948,832	948,832
Territory acquisition costs	2,014,000	2,014,000
Accumulated amortization	(2,291,499)	(2,184,382)
Net intangible assets	671,333	778,450
OTHER ASSETS:		
Investment in Columbus Insurance Ltd.	100	100
Notes receivable, net of current portion	-	9,626
Operating lease right-of-use assets	227,020	303,235
Security deposits	8,377	8,377
Total other assets	235,497	321,338
TOTAL ASSETS	$ 1,755,247	$ 1,938,152

LIABILITIES AND MEMBERS' EQUITY

	2023	2022
CURRENT LIABILITIES:		
Current portion of notes payable	$ 3,683	$ 2,483
Accounts payable	18,908	37,343
Accrued expenses	21,099	12,400
Current portion of operating lease liabilities	85,272	75,688
Total current liabilities	128,962	127,914
LONG-TERM LIABILITIES:		
Operating lease liabilities, net of current portion	147,701	231,609
Notes payable, net of current portion	144,220	147,517
Total long-term liabilities	291,921	379,126
TOTAL LIABILITIES	420,883	507,040
MEMBERS' EQUITY	1,334,364	1,431,112
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 1,755,247	$ 1,938,152

See accompanying notes.

CORVUS HOLDINGS LLC
STATEMENTS OF INCOME AND MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Gross revenues	$ 2,996,010	$ 2,771,479
Operating expenses	1,984,592	2,174,744
Income (loss) from operations	1,011,418	596,735
Other income (expense):		
Investment income	1,758	2,974
Investment gains (losses)	14,597	(61,780)
Interest expense	(14,500)	(13,885)
Net other income (expense)	1,855	(72,691)
Net income (loss)	1,013,273	524,044
Members' equity: - Beginning of year	1,431,112	1,658,325
- Distributions	(1,110,021)	(751,257)
- End of year	$ 1,334,364	$ 1,431,112

See accompanying notes.

CORVUS HOLDINGS LLC
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	$ 1,013,273	$ 524,044
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	119,298	139,473
(Gain) loss on investments	(14,597)	61,780
Changes in:		
Due from franchisees	58,618	(39,124)
Due from affiliates	5,824	(119,886)
Prepaid expenses	(18,392)	5,183
(Increase) decrease in operating lease right-of-use asset, net	(4,710)	4,062
Security deposits	-	15,478
Accounts payable	(18,435)	12,573
Accrued expenses	8,699	3,016
Net cash provided (used) by operating activities	1,149,578	606,599
CASH FLOWS FROM INVESTING ACTIVITIES:		
Collections of notes receivable	13,705	13,806
Proceeds from sale of marketable securities	122,279	34,535
Purchase of marketable securities	(20,817)	(45,141)
Net cash provided (used) by investing activities	115,167	3,200
CASH FLOWS FROM FINANCING ACTIVITIES:		
Repayments of notes payable	(2,097)	-
Distributions	(1,110,021)	(751,257)
Net cash provided (used) by financing activities	(1,112,118)	(751,257)
NET INCREASE (DECREASE) IN CASH	152,627	(141,458)
Cash: - Beginning of year	12,582	154,040
- End of year	$ 165,209	$ 12,582

See accompanying notes.

NOTE 1: Nature of operations:

The Company is a Delaware limited liability company that was organized on January 7, 2009, for the purpose of engaging in the business of selling and supporting regional master franchises. The master franchises engage in the Company's proprietary janitorial service business within the United States. These master franchises are granted rights by the Company to sell and support unit franchises under the Corvus brand within each respective master franchised territory. Agreements with the master franchises are entered into for an initial term of 20 years; the agreements renew automatically for successive 10 year terms unless the master franchises give proper notice of their intent not to renew in accordance with the agreements.

As of December 31, 2023, the Company has entered into agreements with seventeen master franchises. The members of the Company maintain majority equity stakes in nine of those master franchises. The master franchises are located primarily in Illinois, Missouri, Arkansas, Ohio, Indiana, Kentucky, North Carolina and Texas.

NOTE 2: Summary of significant accounting policies:

Basis of accounting -

The Company follows United States Generally Accepted Accounting Principles (GAAP) as established by the Financial Accounting Standards Board (FASB), to ensure consistent reporting of financial condition and results of operations.

Revenue recognition -

The Company's revenues result primarily from royalty revenues, administration fees, and expense reimbursements, relating to agreements in place with its master franchises. The Company records revenue based on a five-step model in accordance with ASC 606. For customer contracts, the Company identifies the performance obligations (products or services), determines the transaction price, allocates the contract transaction price to the performance obligations, and recognizes the revenue when the performance obligation is fulfilled, which is when the master franchise bills its customers. Revenues are recorded over time.

NOTE 2: Summary of significant accounting policies (continued):

Revenue recognition (continued) -

The Company elected the practical expedient to expense incremental costs of obtaining a contract, if the contract period is for one year or less. These costs are included in operating expenses. Otherwise, incremental contract costs are recognized as an asset in the balance sheets and amortized over time as promised goods and services are transferred to a customer. The Company also elected to adopt a policy that shipping and handling costs will be accounted for as costs to fulfill a contract and are not considered performance obligations to its customers. The impact was insignificant as the expedient and policy election align with its current practice. The Company utilizes the practical expedient and does not adjust the promised amount of consideration for the effects of a significant financing component due to the fact that the period between the transfer of the promised good or service to a customer and the customer payment is one year or less.

Royalty revenue -

Royalty revenues are recorded monthly based on various percentages of pretax revenues. The percentages (up to 10%) are based on agreements in place with each of the master franchises. Beginning in 2019, the Company began charging an additional amount, also based on a percentage of pretax revenues, for marketing services.

Master franchise revenue -

Master franchise revenues are recorded as a one-time franchise fee from the franchisee. The master franchise fee shall be deemed fully earned and non-refundable when paid, in consideration of administrative and other expenses incurred by the Company in entering into the Franchise Revenue Agreement and for the Company's lost or deferred opportunity to enter into an agreement with others. The Company may elect to offer financing for all or part of the Master Franchise Fee.

Leases -

The Company leases certain office space. The determination of whether an arrangement is a lease is made at the lease's inception. Operating leases are included in operating lease right-of-use (ROU) assets, other current liabilities, and other long-term liabilities in the Company's balance sheets.

NOTE 2: Summary of significant accounting policies (continued):

Leases (continued) -

ROU assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. The Company uses the implicit rate when it is readily determinable. As the Company's lease does not provide an implicit rate, the Company uses the risk-free rate based on the information available at commencement date in determining the present value of lease payments. The Company's lease terms may include options to extend or terminate the lease and only lease renewal options that the Company believes are reasonably certain to exercise are included in the measurement of the lease assets and liabilities. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

Use of estimates -

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ those estimates.

Investments -

The Company invests in various securities, primarily equity securities and money market funds. Gains and losses on the sale of securities are recognized on a first-in, first out basis.

Securities available for sale are adjusted to fair market value at year end. The unrealized gain or loss is recorded in other income as investments gains (losses).

NOTE 2: Summary of significant accounting policies (continued):

Accounts and notes receivable and allowance for credit losses -

The Company generates accounts and notes receivable in the normal course of business. The Company grants credit to its master franchisees and does not require collateral to secure the accounts receivable. The Company recognizes an allowance for losses on accounts and notes receivable in an amount equal to the current expected credit losses. The estimation of the allowance is based on an analysis of historical loss experience, current receivables aging, and management's assessment of current conditions and reasonable and supportable expectation of future conditions, as well as an assessment of specific identifiable customer accounts considered at risk or uncollectible. The Company assesses collectability by pooling receivables where similar characteristics exist and evaluates receivables individually when specific customer balances no longer share those risk characteristics and are considered at risk or uncollectible. The expense associated with the allowance for expected credit losses is recognized in operating expenses. For notes receivable, the allowance for credit losses is a valuation account that is deducted from, or added to, the note receivables' amortized cost basis to present the net amount expected to be collected on the loan.

Property and equipment -

The Company's property and equipment is recorded at cost. Depreciation expense is charged to operations over the estimated useful lives of the assets using the straight-line method.

Intangible assets -

Intangible assets are carried at cost less accumulated amortization. Amortization is computed using the straight-line method over the estimated useful lives of the intangibles. Management tests for impairment of intangible assets on an annual basis.

Advertising -

The Company expenses advertising costs as they are incurred.

NOTE 2: Summary of significant accounting policies (continued):

Income taxes -

The Company has elected to be treated as a partnership for income tax purposes and as such, each member is taxed separately on their distributive share of the Company's net taxable income whether or not that income is actually distributed. Therefore, no provision or liability for federal or state income taxes has been included in the financial statements. The Company is subject to applicable state taxes.

Effective January 1, 2023 and 2022, the Company made a Pass-Through Entity Tax (PTE Tax) election under which the Company pays state income tax that would otherwise be paid individually by its members. The PTE Tax is recorded as a distribution in the Statement of Income and Members' Equity. The PTE Tax election is made annually.

Limited liability company -

The Company has been organized as a limited liability company under the laws of the state of Delaware. As such, the Company's members' risk is limited to each member's investment of capital. Corvus Holdings LLC shall remain in perpetuity unless terminated sooner, as provided for in the provisions of the operating agreement.

Uncertain tax positions -

Management has determined that the Company does not have any uncertain tax positions and associated unrecognized benefits that materially impact the financial statements and related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Company's tax returns will not be challenged by the taxing authorities and the Company or its members will not be subject to additional tax, penalties, and interest as a result of such challenge. Generally the Company's tax returns remain open for three years for federal and state income tax examination.

NOTE 2: Summary of significant accounting policies (continued):

Recently Adopted Accounting Guidance -

Leases -

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Codification (ASC) 842, *Leases*, to increase transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

Effective January 1, 2022, the Company adopted FASB Topic 842, *Leases*, using the modified retrospective approach. The new standard amends both lessor and lessee accounting with the most significant change being the requirement for lessees to recognize right-to-use (ROU) assets and lease liabilities on the balance sheet for operating leases. The Company elected practical expedients permitted under the transition guidance within the new standard, which among other things, allowed it to not reassess lease identification and classification for existing leases and not separate lease and nonlease components for all classes of underlying assets. The Company has also elected to use the risk-free rate as the discount rate for all classes of underlying leases.

The adoption of the new standards resulted in the recognition of ROU assets of $260,584 and operating lease liabilities of $260,584 as of January 1, 2022. Results for periods beginning prior to January 1, 2022 continue to be reported in accordance with the Company's historical accounting treatment. The adoption of the new standard did not have a material impact on the Company's results of operations, cash flows or debt covenants.

Recently Adopted Accounting Guidance (continued) -

Credit losses -

Effective January 1, 2023, the Company adopted Accounting Standards Update (ASU) 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, as amended, which replaces the incurred loss impairment methodology for measurement of credit losses on financial instruments with a current expected credit losses (CECL) model that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. Under the CECL model, the allowance for losses on financial assets, measured at amortized cost, reflects management's estimate of credit losses over the remaining expected life of such assets. Financial assets held by the Company that are subject to ASU 2016-13 include trade accounts receivable and notes receivable.

The Company adopted the standard using the modified retrospective method. The adoption of this standard did not have a material impact on the Company's results of operations, cash flows or debt covenants, but it did change how the allowance for credit losses is determined.

NOTE 3: Concentration of credit risk:

The Company maintains its cash balances in a financial institution located in Chicago. Amounts on deposit occasionally exceed federally insured limits.

NOTE 4: Investments:

Equity securities and debt securities that the Company does not intend to hold to maturity are classified as available-for-sale securities and reported at fair market value. Unrealized gains and losses are reported as investment gain (loss) in the statement of income.

The Company classifies investments, consisting of equity securities and money market funds, as available-for-sale securities. The fair market adjustment has been computed as follows:

	2023	2022
Fair market value	$ 16,630	$ 96,894
Cost	14,462	101,556
Aggregate unrealized appreciation, net of income taxes	$ 2,168	$ (4,662)

NOTE 4: Investments (continued):

There were sales of available-for-sale securities by the Company of $122,279 and $34,535 in 2023 and 2022, respectively, resulting in a gain of $2,031 and a loss of $3,829 in 2023 and 2022, respectively.

For the years ended December 31, 2023 and 2022, net investment income included the following:

	2023	2022
Interest and dividends	$ 1,758	$ 2,974
Realized gains (losses)	2,031	(3,829)
Unrealized gains (losses)	12,566	(57,951)
	$ 16,355	$ (58,806)

Fair Value Disclosures -

		Fair Value Measurements	
Description	12/31/2023	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Equity securities	$ 14,056	$ 14,056	$ -
Money market funds	2,574	-	2,574
Total investments	$ 16,630	$ 14,056	$ 2,574

		Fair Value Measurements	
Description	12/31/2022	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Equity securities	$ 93,230	$ 90,250	$ 2,980
Money market funds	3,664	-	3,664
Total investments	$ 96,894	$ 90,250	$ 6,644

- Level 1 inputs are valued at unadjusted quoted prices in active markets for identical assets.

- Level 2 inputs are valued at cost which is an approximate fair market value.

NOTE 5: Property and equipment:

Property and equipment consisted of the following:

	12/31/2023	12/31/2022	Estimated Useful Lives
Leasehold improvements	$ 182,715	$ 182,715	15 years
Office furniture and equipment	18,877	18,877	5 to 7 years
Less: Accumulated depreciation	(44,254)	(32,073)	
	$ 157,338	$ 169,519	

Depreciation expense amounted to $12,181 and $12,181 for the years ended December 31, 2023 and 2022, respectively.

NOTE 6: Software development costs:

The Company has incurred costs for the development of proprietary software for use by its master franchisees. All costs related to the development or purchase of internal use software incurred during the application development stage have been capitalized and are being amortized over ten years (the estimated useful life of the software). Amortization charged to operations amounted to $6,416 and $26,592 for the years ended December 31, 2023 and 2022, respectively, resulting in accumulated amortization of $948,832 and $942,417 at December 31, 2023 and 2022, respectively.

NOTE 7: Territory acquisition costs:

The members of the Company own other companies that, prior to August 6, 2010, operated master franchises in Arkansas, Illinois, and Missouri that sold and supported unit janitorial services franchises in those states, in accordance with master franchise agreements with another national franchisor of janitorial services. On August 6, 2010, the Company entered into a certain Master Franchise Buyout Agreement to terminate these Master Franchise Agreements by making a termination payout. Subsequent to September 5, 2010, the effective termination date of its Master Franchise Agreements, the Company entered into new master franchise agreements with those Master Franchisees. The costs incurred to terminate the Master Franchise Agreements, and to execute replacement Corvus Master Franchise Agreements, have been capitalized and are being amortized on the straight-line method over twenty years, the initial term of the respective Corvus Master Franchise Agreements. Amortization charged to operations amounted to $100,701 and $100,700 for the years ended December 31, 2023 and 2022, respectively, resulting in accumulated amortization of $1,342,667 and $1,241,967 at December 31, 2023 and 2022, respectively.

NOTE 8: Debt:

Long-term debt -

The Company is obligated as follows:

	Due	Monthly Payment	Interest rate	Balance 12/31/2023	Balance 12/31/2022
(1)	June 17, 2051	$ 731	3.75%	$ 147,903	$ 150,000
Less: Current portion of long-term debt				(3,683)	(2,483)
Long-term debt, net of current portion				$ 144,220	$ 147,517

(1) On July 17, 2020, the Company qualified for and received a loan pursuant to the Economic Injury Disaster Loan Program ("EIDL"), a program implemented by the SBA under the Coronavirus Aid, Relief, and Economic Security Act, from a qualified lender (the "EIDL Lender"), for an aggregate principal amount of $150,000 (the "EIDL Loan"). The loan principal and interest payments were deferred. The loan is unsecured and not collateralized by any assets.

At December 31, 2023, principal payments required for each of the next five years were as follows:

Year	Amount
2024	$ 3,683
2025	3,422
2026	3,553
2027	3,688
2028	3,829

Interest expense, including amount paid to related party, amounted to $14,500 and $13,885 for the years ended December 31, 2023 and 2022, respectively.

NOTE 9: Related party transactions:

The Company receives royalty revenues from entities affiliated via common ownership. Revenues from these entities amounted to $1,513,256 and $1,470,061 for the years ended December 31, 2023 and 2022, respectively. Accounts receivable from these entities were $99,766 and $124,334 as of December 31, 2023 and 2022, respectively.

NOTE 9: Related party transactions (continued):

The Company makes advances to and receives advances from its affiliates in the normal course of operations. The amounts due from/(to) the affiliates amounted to $191,354 and $197,178 as of December 31, 2023 and 2022, respectively. Interest expense amounted to $7,824 and $5,113 for the years ended December 31, 2023 and 2022, respectively.

NOTE 10: Leases:

The Company entered into an agreement to lease office space pursuant to an operating lease expiring January 31, 2024. The lease requires initial monthly payments of $1,290 and requires the Company to pay allocable utilities, insurance, real estate taxes and repairs and maintenance. Total payments under the lease agreement amounted to $15,469 and $7,798 for the years ended December 31, 2023 and 2022, respectively.

The Company entered into an agreement to lease office space pursuant to an operating lease expiring April 30, 2027. The lease requires initial monthly payments of $1,022 and requires the Company to pay allocable utilities, insurance, real estate taxes and repairs and maintenance. Total payments under the lease agreement amounted to $12,480 and $8,737 for the years ended December 31, 2023 and 2022, respectively.

The Company entered into an agreement to lease office space pursuant to an operating lease expiring April 30, 2027. The lease requires initial monthly payments of $4,090 and requires the Company to pay allocable utilities, insurance, real estate taxes and repairs and maintenance. Total payments under the lease agreement amounted to $50,343 and $50,205 for the years ended December 31, 2023 and 2022, respectively.

The components of lease expense were as follows:

		2023	2022
Operating lease cost	$	78,292	66,740
Short-term lease cost		2,944	60,996
Variable lease cost		12,665	1,539
Sublease income		(21,713)	(15,435)
Total operating lease cost	$	72,188	113,840

Other information related to leases was as follows:

		2023	2022
Operating cash flows from operating leases	$	83,002	62,677

NOTE 10: Leases (continued):

Weighted Average Remaining Lease Term:		
Operating Leases	3.15 years	4.11 years
Weighted Average Discount Rate:		
Operating Leases	1.58%	1.62%

Future minimum lease payments of operating lease liabilities as of December 31, 2023 were as follows:

Year	Operating Leases
2024	$ 78,107
2025	72,117
2026	65,992
2027	22,213
2028	-
Thereafter	-
Total future minimum lease payments	238,429
Less: imputed interest	(5,456)
Total present value of lease liabilities	$ 232,973

Reported as of December 31, 2023 and 2022:

	Operating Leases	
	2023	2022
Current portion of operating lease liabilities	$ 85,272	$ 75,688
Operating lease liabilities, net of current portion	147,701	231,609
Total	$ 232,973	$ 307,297

The Company subleases certain real estate to related parties. The lease and sublease portfolio consists of operating leases. Sublease income recognized and disclosed for 2023 and 2022 is $21,713 and $15,435, respectively.

NOTE 11: Supplemental disclosures of cash flow information:

	2023	2022
Cash paid during the year for:		
Interest	$ 14,500	$ 13,885
Income taxes	8,850	-
Noncash financing activities:		
Contribution of due to member to capital	$ -	$ 200,000

NOTE 12: Investment - Columbus Insurance Ltd.:

In June 2012, the Company became a shareholder of Columbus Insurance Ltd., a group captive insurance company, in order to obtain adequate insurance coverage for the Company and its franchisees at a more affordable and stable cost. The investment is accounted for using the cost method.

NOTE 13: Subsequent events:

The Company has evaluated subsequent events through April 19, 2024, which is the date financial statements were available to be issued.

EXHIBIT E

TO THE FRANCHISE DISCLOSURE DOCUMENT

LIST OF FRANCHISE OWNERS

[See attached]

EXHIBIT E

TO THE FRANCHISE DISCLOSURE DOCUMENT

LIST OF FRANCHISE OWNERS

(As of December 31, 2024)

Name	Address	City	State	Zip	Phone #
INDIANA					
Calloway, Dana	P.O. Box 14461	Evansville	IN	47728	(812) 549-6637
Calloway, Michelle	1102 Princeton Court	Evansville	IN	47715	(812) 319-9141
Miles, Jamal	709 E 9th St	Jeffersonville	IN	47130	(606) 657-6793
Mulrooney, Darrell	3006 Beech Grove CT, AOT 3	Jeffersonville	IN	47130	(812) 596-2194
Martin, Judah	2865 Sandalwood Drive	New Albany	IN	47150	(502) 751-2542
Pruitt, Quenten	2865 Sandalwood Dr.	New Albany	IN	47150	(502) 526-8946
KENTUCKY					
JRMJ Enterprises	133 Wheeling Ave	Bardstown	KY	40004	(502) 264-7316
Amazing Cleaning, LLC	336 Gatewood Ave	Bowling Green	KY	42101	(704) 890-2274
Garcia, Edumdo	3632 Woodbridge Lane	Bowling Green	KY	42104	(270) 791-2008
Husejnovic, Sanela	738 Fern Valley Circle	Bowling Green	KY	42101	(270) 303-8700
Ling, Tee, Maung & Tam	162 Old Mill Dr	Bowling Green	KY	42104	(620) 290-5646
Osorio, Gabriel	1224 Sternwheel Ct.	Bowling Green	KY	42103	(615) 780-8313
Rakheli, Canedy	1827 Bellshire Way	Bowling Green	KY	42104	(270) 421-4509
Saranang, LLC	1937 Twilight Ave	Bowling Green	KY	42104	(364) 203-1642
Thluai, Tin Kip & Mara, Simon	2055 Salisbury Dr. Apt A	Bowling Green	KY	42101	(317) 252-8453
McCelvey, Keith & Sherry	128 White Pine Lane	Brandenburg	KY	40108	(270) 422-5885
Montgomery, Richard	100 Shaker Point Dr. #34	Danville	KY	40422	(859) 583-1539
JB Cruz, LLC	514 Tin Dor Way	Fairdale	KY	40118	(502) 551-5198
Teruel, Barbarito	514 Tin Dor Way	Fairdale	KY	40118	(502) 821-8502
Wright, Latarsha	207 Snow Goose Ct. #202	Fairdale	KY	40118	(502) 910-1933
Clemons, Whitney	110 Ringo Ave, APT 8	Frankfort	KY	40601	(502) 631-5373
Smith, Michael	1031 Tyburn Lane	Frankfort	KY	40601	(502) 227-4514

Name	Address	City	State	Zip	Phone #
Wiafe, Benedicta	121 White Cliffs Ln	Frankfort	KY	40601	(917) 224-4641
Wiafe, Kwasi	1021 Champion Court	Frankfort	KY	40601	(859) 270-8476
Robin's Nest Janitorial, LLC	126 Spring Bluff Dr	Georgetown	KY	40324	(502) 603-2467
Wade, Larry	110 Westview Ct	Georgetown	KY	40324	(502) 370-7493
Walter, Lopez	136 Robin Road	Georgetown	KY	40324	(859) 489-1867
5 Star Cleaning, LLC	125 Skyline Dr	Lebanon	KY	40033	(270) 699-6811
Prudencia, Bih	1705 Leestown Rd, APT 118	Lexington	KY	40511	(859) 287-7705
Yancy, Ashli	204 Ellis Park	Lexington	KY	40516	(859) 433-0685
Allawati, Jassim	3905 Suffolk Circle	Lexington	KY	40515	(859) 833-8381
Allen, Dakeil	2045 Cambridge Dr Apt B21	Lexington	KY	40504	(859) 202-8387
Arcel & Aime Enterprises, LLC	219 Patchen Dr #1711	Lexington	KY	40517	(859) 333-2596
Asante, Stephen	1705 Leestown Rd Apt 326	Lexington	KY	40511	(859) 536-9959
Bailey, Tony	1848 Rittenhouse Court	Lexington	KY	40511	(859) 755-6517
Besona, Glady	657 Lucille	Lexington	KY	40511	(859) 803-1921
Casalis, Mario Puentes	3837 Belleau Wood Dr. #1	Lexington	KY	40517	(859) 693-7313
Casalis, Yanet	964 Sonny Slope Trail	Lexington	KY	40514	(859) 230-6559
Castaneda, Janis	3860 Belleau Wood Drive	Lexington	KY	40517	(859) 321-9023
Clemente, Yesenia	1917 Deauville Dr	Lexington	KY	40504	(859) 599-7840
Cowan, Joel	2375 Lake Pard Rd Apt 604	Lexington	KY	40502	(859) 489-2329
Cummins, Krystal	335 Radcliffe Roadside B	Lexington	KY	40505	(859) 916-3642
Dawson, John	2800 Alumni Dr #804	Lexington	KY	40517	(859) 283-2233
Excellent Cleaning Services, LLC	236 East Main St	Lexington	KY	40601	(502) 395-3575
Fee, Jr William	125 Lakeshore Dr Apt 1	Lexington	KY	40502	(859) 213-4519
Foster, Frimpong	4070 Victoria Way #40	Lexington	KY	40515	(859) 509-7833
Garcia, Elisa & Lionel Martinez	4070 Victoria Way, Apt. 91	Lexington	KY	40515	(859) 539-3655
Garcia, Ricardo and Yenedit	520 Stone Creek Drive	Lexington	KY	40508	(859) 806-5469
Gardener, Tadarvis	532 Murphy’s Run	Lexington	KY	40508	(859) 368-3978
Gardner, Marquette	300 Quinton Ct #5303	Lexington	KY	40508	(859) 559-5564
Gentry, Sharonica	489 Asbury Lane	Lexington	KY	40511	(859) 539-9888

Name	Address	City	State	Zip	Phone #
Hernandez, Enrique	2520 Moray Place	Lexington	KY	40511	(859) 343-9091
Higgins, Rodney	3751 Appian Way Apt. #330	Lexington	KY	40517	(859) 420-9461
Horton, Tymieka*	1002 Parkside Dr	Lexington	KY	40324	(859) 420-3443
Huddleston, Crystal	953 St. Martins Ave	Lexington	KY	40511	(859) 202-2225
Johnson, Tia	1522 Russell Cave Road	Lexington	KY	40505	(859) 270-7789
Jimenez, Luis Rios	1897 Marietta Dr	Lexington	KY	40505	(859) 270-5091
Kapela, Mushingelwa	3505 Gunbow Court	Lexington	KY	40517	(859) 536-5420
Kortsma Cleaning, LLC	2123 Deauville Dr	Lexington	KY	40504	(502) 277-7413
Lewis, Dominic	2423 Harrods Pointe	Lexington	KY	40514	(859) 494-3839
Palomar Lopez, Guillermo	1235 Bordeauex Drive	Lexington	KY	40204	(859) 608-2967
Lumona, Desire	1508 Continental At Apt #60	Lexington	KY	40258	(859) 457-6041
Martin, Oshane	1144 Kalone Way	Lexington	KY	40515	(859) 420-1137
Martinez, Evelyn	1704 Russell Cave Rd	Lexington	KY	40505	(859) 368-6531
Martinez, Manuel	2875 Palubo Dr Apt 1102	Lexington	KY	40509	(859) 539-9888
Mbuvi, Yves	2492 Treeline Way	Lexington	KY	40509	(859) 797-8994
Moss, Peggy*	2176 Market Garden Ln	Lexington	KY	40509	(513) 250-1466
Mosley, Ruby	1409 B. Redgecrest drive	Lexington	KY	40502	(859) 227-0533
Mungu No Mkuu, LLC	1705 Leestown Rd Apt 309	Lexington	KY	40511	(859) 539-8046
Ogboo, Dennis	2160 Fontanie Rd, Apt 141	Lexington	KY	40502	(859) 410-5793
Owens, Terry	1029 N Broadway	Lexington	KY	40505	(859) 878-7603
Perello-Flores, Ana	1220 Kalone Way	Lexington	KY	40515	(859) 312-4318
Perez, Yadira Esponosa	2635 Chant Court	Lexington	KY	40509	(859) 420-7576
Rios, Rafael	2532 Maggie Street	Lexington	KY	40511	(859) 537-9315
Rodriquez, Hunberto	1561 Alexandra Dr #7	Lexington	KY	40504	(859) 788-8369
Rodriquez, Maria	3504 Adoric Court	Lexington	KY	40517	(859) 494-5147
Rodriquez, Carlos	3500 Beaver Place Rd #212	Lexington	KY	40503	(859) 536-5100
Rojas, Pedro	1432 Scarlet Way	Lexington	KY	40514	(859) 550-0725
Rudd, Matthew	301 Peachtree Rd.	Lexington	KY	40509	(859) 270-8451
Sakyi, Frederick	2013 Fortune Dr	Lexington	KY	40342	(614) 622-6977
Shabazz, Lajour	2776 Mable Lane	Lexington	KY	40511	(859) 492-5910

Name	Address	City	State	Zip	Phone #
Sanchez, Tomasa*	386 Woodston Ct.	Lexington	KY	40509	(502) 387-0186
Sholts, Willie	1584 Meade Court #6	Lexington	KY	40505	(859) 270-5091
Smith, Delanena	816 Warfield Place	Lexington	KY	40505	(859) 539-1439
Stovall, Isaiah	7507 Astrid Way	Lexington	KY	40228	(502) 495-1063
The Parkers, LLC	812 De Roode St	Lexington	KY	40508	(859) 285-5662
Walker, Maurice	3650 Tate's Creek Rd, #37	Lexington	KY	40517	(859) 382-2113
Will J, LLC	245 Hays Blvd	Lexington	KY	40509	(859) 487-0820
Yancy, Ashley	3148 Roundway Down Ln.	Lexington	KY	40509	(859) 433-0685
Young, Sophia	1015 Darley Dr.	Lexington	KY	40505	(859) 948-6364
Addison, Frankie	4215 Accomack Drive	Louisville	KY	40241	(502) 429-6045
Alie Cleaning Services, LLC	8614 Standing Oak Dr	Louisville	KY	40258	(502) 712-5890
Alis, LLC	4312 Naneen Dr	Louisville	KY	40216	(502) 435-0527
Allen, Tanya	3028 Gudgel Road	Louisville	KY	40219	(502) 415-0149
Anderson, Merrell	6004 Bristol Bluff Cir	Louisville	KY	40299	(502) 434-2263
Anderson, Theresa	1765 Boling Ave	Louisville	KY	40910	(502) 409-4193
Baker, Murrell*	3409 Richmont Dr.	Louisville	KY	40216	(502) 417-3490
Baldon, Brittney & Antonia	600 S. 41st St.	Louisville	KY	40210	(502) 302-9725
Baltimore, Deshawn	7013 Green Creek Place	Louisville	KY	40258	(502) 387-2762
Banks, Demetrius	511 Beecher St	Louisville	KY	40215	(502) 536-4404
Barkley, Billy	156 Vernon Ave Apt #1	Louisville	KY	40206	(502) 714-1038
Barnes, Lytrece	7903 Moss Creek Dr. # 104	Louisville	KY	40258	(470) 991-8409
Batey, Ronald	2014 St. Xavier	Louisville	KY	40203	(502) 644-2862
Batisa, Railianis	2302 Mary Catherine Dr	Louisville	KY	40216	(502) 601-7151
Battle, Tory	4703 Lacey Ct	Louisville	KY	40203	(502) 776-5169
Beatty, Latosha	7832 Bridlewood Place	Louisville	KY	40228	(502) 224-5522
Becerra, Aymee Almanza	1435 Hobart Dr.	Louisville	KY	40216	(502) 930-2911
Bello, Rodrguez Juan	10308 Saint Rene Rd	Louisville	KY	40299	(502) 804-7061
Benford, Rodjay	3753 Rouge Way	Louisville	KY	40218	(502) 295-2093
Blincoe, Laryn	609 Colorado Ave	Louisville	KY	40208	(502) 438-4148
Brown- Daniels, Jerri	3428 Vermont Avenue	Louisville	KY	40211	(502) 639-7657
Burton, Rochelle	1920 W. Chestnut St.	Louisville	KY	40203	(502) 776-5169

Name	Address	City	State	Zip	Phone #
Bush, Frances	534 E. Barbee Ave	Louisville	KY	40217	(502) 889-0168
Castillo, Cesar	4610 Slate Run Ct.	Louisville	KY	40229	(872) 218-1368
Castro, Adelaida &Ramos, Yuniel	4008 North Lane	Louisville	KY	40216	(502) 417-9794
Cepero, Yolanda	3600 Friar Tuck Ct	Louisville	KY	40219	(502) 298-3796
Ceruto, Yordan Batista	5804 Lisa Ct. Apt 1	Louisville	KY	40291	(502) 912-4863
Cheda, Pablo	9844 Collier Ln	Louisville	KY	40291	(502) 507-9989
Clay, Lauren	1205 Heafer Road	Louisville	KY	40223	(502) 314-4902
Cleaning Stars, LLC	8007 Rory Way	Louisville	KY	40219	502-377-5500
Columbie, Ines*	4908 Hazelwood Ave	Louisville	KY	40214	(502) 956-7220
Contreras, Yeilen & Alejandro	10529 Leven Blvd	Louisville	KY	40229	(502) 500-0409
Cross, Julian	918 Marshall Street	Louisville	KY	40204	(502) 365-8567
Dagnew, Tedros	8101 Amity Lane	Louisville	KY	40220	(502) 994-3537
Darden, Verndarnell	5103 Woodridge Lake Blvd	Louisville	KY	40272	(502) 295-7676
De La Paz, Carmen	7004 Culver Lane	Louisville	KY	40219	(502) 530-5087
Dixon, Kendrick	7102 Mallgate Place	Louisville	KY	40207	(502) 830-1982
Drake, Deshawn	1537 Catalpa Street	Louisville	KY	40211	(805) 419-1170
Dudley, Teresa	3210 Welman Dr	Louisville	KY	40216	(859) 202-9030
Dupont, Juan Luis	4807 Shasta Trail	Louisville	KY	40218	(502) 387-2573
Duncan, Latasha	1428 Rhonda Way	Louisville	KY	40216	(502) 396-7551
Exclusive Cleaning Service, LLC	5311 Layne Rd	Louisville	KY	40219	(502) 804-8112
Fadel, Hamza	3316 Goldsmith Ln	Louisville	KY	40220	(502) 999-0115
Forrest, Glen*	6530 Calm River Way	Louisville	KY	40299	(502) 609-2428
Gathright, Wendy	3324 Breckinridge Lane #3	Louisville	KY	40220	(502) 592-7211
Gibson, Tiffany	9816 Staintlouise Court	Louisville	KY	40291	(502) 821-8685
Gonzalez, Damaris Ten Gonzalez	3904 Forman Lane	Louisville	KY	40219	(502) 767-5296
Gonzalez & Garcia, LLC	3531 Terrier Lane	Louisville	KY	40218	(502) 291-5944
Gonzalez, Yoel Sosa	8004 Judge Blvd	Louisville	KY	40219	(786) 992-2240
Gonzalez, Yohannel	6805 Copra Ln	Louisville	KY	40219	(502) 365-7831
Grace Family Cleaning, LLC	11505 Andalee Dr	Louisville	KY	40272	(502) 807-9767
Grant, Michael	5105 In Victa Dr	Louisville	KY	40216	(502) 819-6742
Guilarte, Lizbeth Barban	1805 Integrity Way Unit 202	Louisville	KY	40220	(502) 260-1027

Name	Address	City	State	Zip	Phone #
Ha, Om	4509 Hazelwood Ave	Louisville	KY	40214	(702) 815-3732
Hall, Shannon	10000 Snively Ave Apt 101	Louisville	KY	40299	(502) 965-7971
Harbin, Wilma	1734 Lunken Drive	Louisville	KY	40216	(502) 912-3374
Hayden, Demontre	6903 Barbrook Rd.	Louisville	KY	40258	(502) 671-3034
Henderson, Latoya	1721 March BLVD	Louisville	KY	40215	(502) 510-1145
Hickerson, Kristina	6218 Fern Valley Circle	Louisville	KY	40219	(502) 608-5195
James, Lucy Gardner	5307 Ridgecrest Road	Louisville	KY	40218	(502) 291-6490
Jeffries, Janice	2404 S 35th Street	Louisville	KY	40211	(502) 773-3486
Jimenez, Y & Hernandez, M	4912 Ronwood Drive	Louisville	KY	40219	(502) 558-8845
Jireh Cleaning, LLC	6817 Shareith Dr	Louisville	KY	40228	(786) 322-9062
Jo & Da, LLC	8101 Joyce Dr	Louisville	KY	40219	(502) 417-5393
Johnson, Jemal	3513 Sudbury Lane	Louisville	KY	40220	(502) 356-1330
Jones, Dewane	1513 Oleanda Ct. Apt 2	Louisville	KY	40215	(502) 915-9000
Jones, William	943 S, 47TH St	Louisville	KY	40211	(502) 608-6827
Julian, Malcolm Jr.	3726 ½ Lentz Avenue	Louisville	KY	40215	(502) 749-5650
Keigel, Michael	115 South Kentucky Street	Louisville	KY	47610	(812) 588-4035
Lagunas, Oscar	7001 Woodhaven Place Dr	Louisville	KY	40228	(502) 591-9078
Lahah, Mohamed	115 South Kentucky Street	Louisville	KY	40014	(502) 588-2042
Lancaster, Kendrick	627 Southwestern PKY	Louisville	KY	40211	(502) 644-7898
Lefevere, Chris	12038 Morningside Drive	Louisville	KY	40229	(517) 672-6512
Liberto, Tamal*	10810 Holly view Court	Louisville	KY	40299	(502) 240-6061
Linares, Doraisy	4813 S 6th St	Louisville	KY	40214	(502) 408-8141
Long, Sharonda	9812 James Madison Way	Louisville	KY	40272	(502) 650-0373
Lopez Cleaning Service 4, LLC	7219 Chestnut Tree Lane	Louisville	KY	40291	(502) 705-4979
Magistral Cleaning, LLC	4312 Nanen Dr	Louisville	KY	40216	(502) 767-8429
Martin, Serita & Coleman, James	3252 Poplar View Drive	Louisville	KY	40216	(502) 999-7660
Martinez, Celso	6103 Apex Drive	Louisville	KY	40219	(502) 876-2957
Matthews, Philmeka	129 Chattanooga Ave	Louisville	KY	40214	(502) 269-1143
Mayes, Tyeesha	831 South 31st St.	Louisville	KY	40211	(502) 777-2266
Merritt, Gregory*	403 Berry Hill Place	Louisville	KY	40243	(502) 888-9942
Milan, Shanton	220 N 17th St Apt 102	Louisville	KY	40203	(502) 821-4949

Name	Address	City	State	Zip	Phone #
Miller, Thomas*	3030 Breckenridge Ln Apt 431	Louisville	KY	40220	(502) 356-1463
Miller, William	149 Cactus Court	Louisville	KY	40229	(502) 955-6147
Mix It Up Solution, LLC	3007 Mid Dale Ln Apt 1	Louisville	KY	40220	(502) 912-2292
Moody, Charlonda & Snowden, Cecil	11308 Bold Forbes Blvd	Louisville	KY	40272	(502) 975-1378
Moore, Donald	3605 East Indian Tr.	Louisville	KY	40213	(502) 381-8881
Morales, William	6810 Holly Lake Drive	Louisville	KY	40291	(502) 231-9983
Morales, Yudith	288 Earlywood Way	Louisville	KY	40229	(502) 340-0749
Moses, Michelle & Marcus	6013 Carmelwood Drive	Louisville	KY	40229	(502) 969-0312
Mundus Janitorial, LLC	5311 Rangeland Rd Apt #1	Louisville	KY	40219	(502) 544-0094
Murrell, Talisha	749 S Jackson St APT 101	Louisville	KY	40203	(502) 260-8401
Napoles, Ania Rodriguez	4814 Kingfisher Way	Louisville	KY	40213	(502) 656-0387
Nelson, Phillip & Tassi, Veronique	6406 Downs Farm Way Suite 404	Louisville	KY	40228	(219) 402-9395
Oates, Rodneka	5319 Alpine Way	Louisville	KY	40214	(502) 821-8437
Ojeda, Clara & Daniel-Diaz	1200 Hollsworth Lane	Louisville	KY	40222	(502) 889-5076
Om Naing, Om Kui	1430 Garvey Dr	Louisville	KY	40216	(509) 795-6328
Orantes, Glenda	1010 Royal Garden Court # 6	Louisville	KY	40214	(502) 602-9068
Pendleton, Trinina	517 E Jacob Street	Louisville	KY	40203	(502) 468-6116
Peraza, Abimael	4004 Kurtz Ave	Louisville	KY	40229	(502) 608-0066
Perez, Caraballo Nilliet	4201 Buxton Drive	Louisville	KY	40218	(502) 403-3364
Phillips, Danielle	2509 Emma Katherine Lane	Louisville	KY	40216	(502) 557-3547
Portales, Limbanis Riquenes & Elsy	6003 Tralee Lane	Louisville	KY	40219	(502) 883-8366
Porter, Sherita	539 Beecher St	Louisville	KY	40215	(502) 708-5214
Poza, Inmfante	2247 Amboy Drive	Louisville	KY	40216	(502) 533-0428
Reed, Kimberly	9412 River Trail Drive	Louisville	KY	40229	(502) 964-0603
Reed, Shonnesse & Ogamba Nwafor, Eric	3439 Janell Rd.	Louisville	KY	40216	(502) 614-9958
Reyes, Raciel	224 Flirtation Walk	Louisville	KY	40219	(502) 572-9835
Roberson, William	1728 San Jose Avenue	Louisville	KY	40216	(502) 457-9062
Rodriguez, Arianna*	6517 Estele Ave	Louisville	KY	40214	(502) 951-3278

Name	Address	City	State	Zip	Phone #
Rodriguez, Suilen	6928 Village Gate Trace	Louisville	KY	40291	(702) 281-4388
Rosa Robles, Remedio	10709 Blackwoods Road	Louisville	KY	40299	(502) 767-2548
Ruizyinet, LLC	6020 Athens Drive	Louisville	KY	40219	(502) 953-2091
Sam, Kerin	7413 Steeplecrest Circle #306	Louisville	KY	40222	(832) 915-6553
Sanchez, Jaime & Morales, Juana	9002 Walter Ave	Louisville	KY	40229	(502) 415-0440
Seshagne, Tadesse	8406 Ambrosse Lane	Louisville	KY	40299	(502) 356-7054
Shahid-Scott, Daaiyah	7222 Black Walnut Circle	Louisville	KY	40229	(502) 498-0932
Shivers, James	3400 Chauncey Ave	Louisville	KY	40211	(502) 602-4081
Shui, Thomas & Nagi, Thang	8314 Atlanta Parkway	Louisville	KY	40214	(502) 681-8953
Smith, Shantelle	8805 Maplecreek Dr	Louisville	KY	40219	(404) 454-2682
Sneed, Natasha	3513 Sunbury Lane	Louisville	KY	40220	(502) 291-7922
Steele, David	3236 Oleanda Ave	Louisville	KY	40215	(502) 418-2694
Stigall, Thomas	11612 Chinook Court	Louisville	KY	40299	(502) 802-2118
Taher Cleaning Janitorial & More, LLC	1637 Old Ford Road #32	Louisville	KY	47150	(502) 665-2819
Temayo, Charles	4911 Woodcock Cir	Louisville	KY	40213	(502) 414-3402
Thomas, Dewayne	3112 Spring Breeze Court	Louisville	KY	40220	(502) 479-3702
Tommy Top Notch Cleaning, LLC	5809 Jeanine Dr	Louisville	KY	40219	(502) 936-1765
Toogood, Cameron	3529 Woodruff Ave	Louisville	KY	40215	(502) 389-7938
Triana, Naydincin	735 Gagel Ave	Louisville	KY	40216	(502) 876-7597
Usafi Care, LLC	6413 Autumn Oak Way	Louisville	KY	40272	(502) 999-1650
Vaden, Angela, Williams, Mark	2505 Buck Lane	Louisville	KY	40511	(859) 536-5822
Vaden, Russell	6904 Brook Valley Court	Louisville	KY	40216	(502) 447-0309
Valdes, Luis	5300 Lois Ave	Louisville	KY	40219	(502) 830-9030
Valdes, Naomi	7201 Shepherdsville Rd	Louisville	KY	40219	(502) 356-0259
Vazquez Cleaning, LLC	5514 Bannon Crossings Dr	Louisville	KY	40218	(786) 823-4233
Vilacha Cleaning, LLC	311 Mackie Ln	Louisville	KY	40214	(786) 328-4516
Wahl, Timothy	7311 Bluffington Rd	Louisville	KY	40291	(502) 224-6667
Walker, Terry	1413 South 32nd Street	Louisville	KY	40211	(502) 494-8299

Name	Address	City	State	Zip	Phone #
Wallace, David	7601 Downs Farm Place Apt 201	Louisville	KY	40228	(502) 681-7317
Watkins, Tyrone	1906 Farnsley Rd Apt 5	Louisville	KY	40216	(502) 715-5034
Webster, Glensha*	3405 Sumac Road	Louisville	KY	40216	(502) 417-8274
Young, Jesse*	4620 Milldleburg Court	Louisville	KY	40241	(502) 225-8670
Zelayndia, Jose*	4401 Birch View Drive	Louisville	KY	40299	(502) 261-9980
Diaz, Virgen	812 High St Apt B	Lexington	KY	40361	(859) 333-6320
Bowser, Lamont	679 Franklin Ct.	Radcliff	KY	40160	(270) 319-8224
Newso, LLC	107 Amy Ct	Radcliff	KY	40160	(502) 403-3756
Wright, Theodore	2637 Vonoa Drive	Radcliff	KY	40260	(502) 807-6120
Revere, Brenda	108 White Oak Drive	Richmond	KY	40475	(859) 626-8989
Martha & Miranda's Cleaning Service, LLC	3160 Main Street, Lot 15	Stamping Ground	KY	40379	(502) 750-0526

* Franchisees who have not communicated with franchisor within 10 weeks of the disclosure document issuance date.

LIST OF FORMER FRANCHISEES

Listed below are the names, addresses and telephone numbers of franchisees who had a franchise agreement terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during our most recently completed fiscal year (which ended December 31, 2024), or who have not communicated with us within 10 weeks of the date of this disclosure document.

Name	Address	City	State	Zip	Phone #
Kentucky					
Theliard, Junie	100 Pinnacle Ct. #206	Frankfort	KY	40601	(859) 382-2113
Gara, Faton	3609 Brookgreen Cir.	Lexington	KY	40509	(859) 327-1649
Hutcherson, Larry	3617 Allante Brock Ct.	Lexington	KY	40517	(859) 202-4999
Minnifield, Amodoas	3760 Camelot Dr	Lexington	KY	40517	(859) 270-9451
Smothers, Tassus	3619 Niagara Dr	Lexington	KY	40517	(859) 469-0516
Walker, Donald	3535 River Park Dr	Lexington	KY	40517	(859) 433-1339
Booker Cleaning Solution, LLC	749 Camp Edwards Way	Louisville	KY	40203	(502) 260-8433
D Karol Cleaning Services, LLC	5067 Poplar Level Rd	Louisville	KY	40219	(502) 337-3359
M&R Cleaning, LLC	4721 John Law Ct	Louisville	KY	40272	(502) 416-5487
Merrill, Johana	708 Shelby St	Louisville	KY	47150	(518) 986-8495
Worthy, Jacqueline	3231 Herman St	Louisville	KY	40212	(502) 419-6742
Young Helping Hand, LLC	103 Spring Creek Ct Apt 1	Louisville	KY	40218	(502) 450-3400

EXHIBIT F

TO THE FRANCHISE DISCLOSURE DOCUMENT

LIST OF AGENTS FOR SERVICE OF PROCESS

[See attached]

EXHIBIT F

LIST OF AGENTS FOR SERVICE OF PROCESS

Agents for Service of Process		
STATE	**ADDRESS**	**PHONE**
Indiana Secretary of State	200 W. Washington Street, Room 201 Indianapolis, IN 46204	(317) 232-6681
Kentucky Chadrick R. Weaver	307 Townepark Circle Louisville, Kentucky 40243	(502) 493-8900

EXHIBIT G

TO THE FRANCHISE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS

[See attached]

EXHIBIT G

LIST OF STATE ADMINISTRATORS

LIST OF ADMINISTRATORS		
STATE	**ADDRESS**	**PHONE**
Indiana Indiana Secretary of State, Securities Division	200W. Washington Street, Room 201 Indianapolis, IN 46204	(317) 232-6681
Kentucky Office of the Attorney General Consumer Protection Division	1024 Capital Center Drive, Suite 200 Frankfort, KY 40601-8204	(502) 696-5300

EXHIBIT H

TO THE FRANCHISE DISCLOSURE DOCUMENT

COMPLIANCE CERTIFICATION AND CLOSING QUESTIONNAIRE

[See attached]

EXHIBIT H

COMPLIANCE CERTIFICATION AND CLOSING QUESTIONNAIRE

The purpose of this document is to determine whether any statements or promises were made to you that Franchisor has not authorized and that may be untrue, inaccurate, or misleading, and to ensure that you understand your rights and responsibilities as an independent business owner and franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

---

1. Do you understand that Franchisor makes no promises, representations (other than in the FDD), agreements, "side deals," or other arrangements, written or oral, that are not contained in the Janitorial Sub-Franchise Agreement?

   YES NO

2. Do you understand that Franchisor makes no representations or promises that your franchise will succeed?

   YES NO

3. Do you understand that a Corvus franchise is almost always a part-time business and that you should not depend on one as a source of financial well-being, and if for any reason you feel that applying a cash down payment to purchase your franchise will injure or harm your lifestyle, personal obligations and your ability to secure basic needs or wants, THEN YOU SHOULD NOT BUY A FRANCHISE?

   YES NO

4. Do you understand that:

   - Customer contracts are quoted in gross terms expressed as how much the customer remits to Franchisor each month, and not the amount that you will receive from Franchisor each month?

   - You are assuming debt which is due and payable regardless of your business' performance if you request Franchisor to finance fees for you, or provide you any sort of financing?

   YES NO

5. Do you understand that you do not own Corvus customer contracts, but instead have certain rights to service the customers as a part of the Corvus system, and that you may not solicit Franchisor's customers or prospective Franchisor customers for janitorial or related services?

   YES NO

6. The primary asset you are buying is the right to operate as a part of the Corvus System. Our obligation to offer you initial revenue represents a conditional feature of our Franchise concept, and Franchisor has no obligation to offer you additional contracts over the amount of your initial business package. Moreover, under certain circumstances, you may lose the right to service initial customer contracts offered to you. Do you understand that fact?

   YES NO

7. Do you understand that when you purchase a Weaver Holdings, L.L.C. franchise, you are a business owner, not an employee, and will be responsible for obeying all laws, including but not limited to labor and immigration laws and regulations?

   YES NO

8. Is it true that no Franchisor personnel have made claims regarding the earning potential (how much you will make from the business following all Franchisor deductions and operating expenses) or potential for return on investment?

   YES NO

9. Would you like more time to consider making your purchase?

   YES NO

By signing this Compliance and Closing Questionnaire, the Franchisee represents and warrants that (i) his or her responses to the questions above are true and correct as of the date hereof, (ii) he or she has had the opportunity to ask Franchisor personnel questions about his or her purchase of a franchise, and (iii) he or she is fully aware of the risks inherent in owning a franchise.

Franchisee Name: _____ **Date:** _____

Franchisee Signature: _____

Corvus Administrator: _____

EXHIBIT I

TO THE FRANCHISE DISCLOSURE DOCUMENT

"BUYING A JANITORIAL SERVICES FRANCHISE" GUIDE

[See attached]

EXHIBIT I

"BUYING A JANITORIAL SERVICES FRANCHISE" GUIDE

[See attached]

I acknowledge that I have read and understood the "Buying a Janitorial Services Franchise" guide.

Signature:_____

Buying a Janitorial Services Franchise

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INTRODUCTION

If you're thinking about starting your own business and have only a small amount to invest, you may be considering buying a janitorial services franchise. For a fee, a janitorial service company (the "franchisor") typically provides you (the "franchisee") with customers and marketing, billing and collection services. Every franchisor has success stories to share. Be cautious. While success in the janitorial service industry is possible, it's not a guarantee. A glossary of terms commonly used in the franchise industry is included at the end of this brochure.

HOW JANITORIAL SERVICES FRANCHISES WORK

In a typical janitorial cleaning franchise, you pay the franchisor a fee for a "package" of cleaning accounts. The fee is based on the dollar value of cleaning accounts that the franchisor will make available. The fee usually is about half the gross income the accounts are supposed to generate in a year. For example, for a fee of $10,000, you'll get accounts worth $20,000; for a fee of $15,000, you'll get accounts worth $30,000. You also may have to pay ongoing royalty or management fees. The franchisor may offer you financing. This may sound especially attractive if you have trouble getting credit from traditional lenders. The franchisor is supposed to offer you cleaning accounts that will produce the level of income represented in the package you purchased. However, several factors can affect that level of income. For example, if you don't accept an account, the franchisor may not have to offer you a substitute. Or, if you refuse an account because you feel it's located too far away, you may lose your right to that income. Also, if you lose accounts because you did a poor cleaning job, the franchisor doesn't have to replace those accounts

PROBLEMS YOU MAY FACE

The Federal Trade Commission and the California Department of Corporations advise you to use caution when thinking about buying a janitorial services franchise, which often appeal to immigrants and others who speak limited English. The franchise agreement you'll receive from the franchisor may be long and complex. It may be difficult to understand your legal rights and obligations, and the obligations of the franchisor. ***Consider getting professional advice.*** Ask a lawyer, accountant or business advisor to review the franchise agreement. The money and time you spend on professional help may save you from a bad investment.

Here are some of the problems you may face:

- *Accounts offered versus accounts received.* There may be a difference between the accounts the franchisor ***promises*** to offer you and the accounts you actually receive, as well as the revenue that comes with them. For example, the franchisor may promise to offer you accounts generating $1,000 in monthly billings for the first year. To meet its obligations, the franchisor may offer you more than one cleaning account. But given time conflicts, distance issues or other problems, you may not be able to accept all the accounts the franchisor offers. What's more, the franchisor may offer the same accounts to several franchisees on a first come, first-served basis. If you can't accept an account because you can't get to the location, or if another franchisee accepts the account first, the franchisor may have satisfied its obligation to offer you accounts. Because the

franchisor may not tell you about this policy before you buy the "package" of accounts, you should not count on receiving all the revenue that the franchisor promised at first.

- *Rejected accounts.* The franchisor may not have to replace an account that you reject.

- *Franchisor-selected accounts.* The franchisor usually selects accounts for you. The size, number and location of the accounts may not be what you expect. For example, the franchisor may require you to service more than one account at the same time, or the job sites may be far apart.

- *Lost accounts.* Most janitorial franchise agreements specify that if a customer cancels the cleaning contract, the franchisor doesn't have to replace the account for you. In fact, you may have to pay an extra sales and marketing fee for a new account to make up for the lost income.

- *Integration clauses.* The franchise agreement you sign may contain a clause that limits the terms of your agreement to those specifically detailed in the ***written*** franchise agreement. This means that any oral claims or promises made by the franchisor are not part of your agreement. This is one reason why it's so important to ***get all promises in writing in the franchise agreement.***

- *First year time lag for receiving accounts.* The package of accounts you buy will suggest a level of income within a year. But the franchisor may take several months to supply you with the promised accounts. That means you may not earn any income until several months ***after*** you've purchased the package, so you may not earn the estimated annual income. Therefore, it's important to have other sources of income during your first few months of operation.

- *Ongoing fees.* The franchisor may charge you a monthly management or service fee. You'll have to pay the fee even if you don't have any income from your cleaning business that month. If you finance the franchise fee, you must make the monthly payment on that debt whether or not you're receiving income from the cleaning business. And although you may find customers without the franchisor's help, any income from a cleaning account you solicit will be included when the franchisor calculates the royalty and management fees you owe.

- *Franchisor-owned accounts.* The franchisor may own ***all*** the customer accounts, including those that you get on your own. This means that if your franchise agreement ends, you will not be able to service the accounts for which you paid a fee, and you won't be able to service the accounts you get on your own, either.

- *Training.* Get information about the franchisor's training program ***before*** you invest. The franchisor decides the type of training you'll get. It may involve watching videos and reading books; it may not involve classroom or on-site training.

- *Contract bidding procedures.* The franchisor may not tell you how it bids for cleaning contracts or what specific services you must provide to the customers. The franchisor may only tell you that you should be able to earn $12 to $15 an hour doing janitorial work. However, when bidding for cleaning contracts, the franchisor may offer your services at a lower rate, and you may have no say in whether the amount charged is reasonable. So even though the account is represented as being worth a certain amount of money, it may not be worth that much to you, and you may not be able to make a profit once you pay for expenses like supplies and transportation costs.

- *Short-term accounts.* People who operate janitorial franchises often find that customers rarely maintain an account for more than a year. That's because customers prefer short-term contracts so they can shop for the best deal. If the franchisor offers you replacement accounts, you may have to pay a new referral or marketing fee.

- *Performance obligations.* You may have to meet minimum monthly performance or growth requirements. If you don't, you may lose the franchise. Worse yet, you may not have the right to a refund of your franchise fee.

- *Payment for services.* The franchisor collects payment from your customers. If the customer doesn't pay, you don't get paid. The franchisor may not be legally obligated to force the customer to pay, but if the franchisor sues for payment, you may have to pay the legal costs.

- *Personal guarantees.* Many franchisors require franchisees to personally guarantee the obligations of the franchise business. This means that if your business assets don't cover your franchise obligations, you could lose personal assets, like your home or car.

- *Anti-competition rules.* You and your immediate family (your spouse and children) may not be allowed to have an ownership interest or perform services in another cleaning business, even if your family members don't have an ownership interest in your janitorial franchise. This restriction may continue even after your franchise ends.

THE FTC's FRANCHISE RULE

By law, a franchisor must give you a detailed disclosure document. The disclosure document should include:

- the total number of franchises, and the number of franchises terminated or not renewed during the previous year;

- the bases and assumptions for any claims about potential earnings or the earnings of existing franchisees;

- the cost of starting and maintaining the business;

- the names, addresses and telephone numbers of at least 10 franchisees who live closest to you (names, addresses and telephone numbers of at least 100 franchisees is required in some states);

- the background and experience of the franchisor's key executives;

- a fully audited financial statement of the franchisor;

- any lawsuits against the franchisor or its directors by franchisees; and

- the responsibilities you and the franchisor have to each other once you've purchased the franchise.

You should receive the disclosure document at least 10 business days ***before*** you pay any money or legally commit yourself to buying a franchise. Ten business days should give you enough time to review the

document, get answers to your questions, talk to franchisees and get advice from an attorney, accountant or business advisor.

PROTECT YOURSELF

Buying a franchise is a big decision. Before you commit, take the following precautions:

- *Read the company's disclosure document.* Review it carefully to learn more about your obligations, the litigation history of the franchisor and failure rates. This information will help you decide whether franchisees are dissatisfied with the franchise.

- *Talk to other franchisees.* Don't rely only on the information the franchisor gives you. Talk to current and former franchisees about their experiences with the franchisor. Their names, telephone numbers and addresses should be in the company's disclosure document. The franchisor may refer you directly to franchisees who are known to be successful. Don't rely on references the company selects.

- *Contact your state franchise administrator.* If you live in California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota or Virginia, your state has an office that regulates the offer and sale of franchises. Contact your state franchise administrator ***before*** you invest. Ask if the franchise you're considering is registered to offer franchises in your state. If you live in California, call the Department of Corporations at 1-866-275-2677 (866-ASK-CORP), or visit www.corp.ca.gov. If you live outside of California, you can find the name of your state franchise administrator, by calling the North American Securities Administrators Association at (202) 737-0900 or visit www.nasaa.org. You may also contact your state Attorney General (www.naag.org) or Better Business Bureau (www.bbb.org) for more information.

- *Get all promises in writing.* If a salesperson tells you that the franchisor will give you accounts near your home, but the written agreement defines the geographic area more broadly, it's what's in the written agreement that counts. If a provision in the agreement is different from anything you discussed with the salesperson, demand that the written agreement be changed. If a salesperson tells you that you should be able to make $12 to $15 an hour, make sure that prediction is included in the disclosure document. If the salesperson or franchisor won't agree, walk away from the deal.

- *Review the franchise agreement carefully.* It's important to understand all the conditions of the agreement. It controls your relationship with the franchisor. Make sure the agreement spells out the details so there are no surprises.

- *Understand your obligations.* As a franchisee, you may have to pay royalties and other fees. Find out exactly what types of fees you'll have to pay, how much you'll pay and how often.

- *Investigate claims about potential earnings.* The estimated value of the package of accounts you buy may not reflect the income you'll earn from servicing those accounts. Find out how the company assigns a value to the accounts. Ask how many franchisees made the represented income and where those franchisees are located.

- *Be cautious when financing.* While financing your purchase through the franchisor may seem appealing, the terms of the financing agreement may not be the best deal for you. For example, you may have to sign a note to secure the debt and agree to terms that could make it tough for you to sue the company if you wanted to cancel your agreement. Before you agree to franchisor financing, be sure you understand all the terms of the deal.

- *Consider getting professional advice.* Ask a lawyer, accountant or business advisor to review the disclosure document and franchise agreement. The money and time you spend on professional help may save you from a bad investment.

FOR MORE INFORMATION

The FTC also publishes a series of consumer brochures on franchising and business opportunities. For free copies, contact the Consumer Response Center, Federal Trade Commission, Washington, DC 20580, 1-877-FTCHELP (1-877-382-4357), TDD: (202) 326-2502, www.ftc.gov. The FTC works for the consumer to prevent fraudulent, deceptive and unfair business practices in the marketplace and to provide information to help consumers spot stop and avoid them. To file a complaint, or to get free information on any of 150 consumer topics, call toll-free, 1-877-FTC-HELP, or use the complaint form at www.ftc.gov. The FTC enters Internet, telemarketing, identity theft and other fraud related complaints into Consumer Sentinel, a secure, online database available to hundreds of civil and criminal law enforcement agencies in the U.S. and abroad. The Department of Corporations also publishes a consumer brochure, "Look Before You Leap – A Guide to Buying a Franchise." A copy of this brochure is available on the Department's website, www.corp.ca.gov. For more information about California's requirements regarding the sale of franchises, contact the Department of Corporations at 1-866-275-2677 (866-ASK-CORP).

GLOSSARY OF TERMS

Disclosure Document – A written document that outlines the general franchise offering, including background information of the franchisor, a summary of the franchise agreement, and a list of current franchisees.

Franchise Agreement or Franchise Contract – The written document that spells out the legally binding obligations between the franchisor and the franchisee.

Franchise Fee – The purchase price for the franchise.

Franchisee – Any person who buys or invests in a franchise.

Franchisor – Any person who sells a franchise.

Management or Service Fee – A fee paid the franchisee for extra or ongoing support, such as providing additional or substitute accounts.

Royalty Fee – A specific payment made by the franchisee for the right to use the franchisor's trademark. In most instances, the franchisee pays this fee throughout the term of the agreement, regardless of anything else the franchisor may or may not do.

EXHIBIT J

TO THE FRANCHISE DISCLOSURE DOCUMENT

STATE ADDENDUM

[See attached]

INDIANA

STATE ADDENDUM

1. The Franchisor may not be obligated to replace an account if you lose or unreasonably reject such account. If the Franchisor terminates a cleaning contract that you service because of your nonperformance, the Franchisor will be under no obligation to replace the contract, and you may nonetheless be required to pay customer account and other fees for the contract.

2. The Franchisor or one of its affiliates will perform billing and accounting services and collection support for you, but it is ultimately your risk of loss if a cleaning customer does not pay its bill.

3. The Franchisor has the right to offset payments that you owe it against amounts that it collects from cleaning customers allocated to you.

KENTUCKY

STATE ADDENDUM

1. The Franchisor may not be obligated to replace an account if you lose or unreasonably reject such account. If the Franchisor terminates a cleaning contract that you service because of your nonperformance, the Franchisor will be under no obligation to replace the contract, and you may nonetheless be required to pay customer account and other fees for the contract.

2. The Franchisor or one of its affiliates will perform billing and accounting services and collection support for you, but it is ultimately your risk of loss if a cleaning customer does not pay its bill.

3. The Franchisor has the right to offset payments that you owe it against amounts that it collects from cleaning customers allocated to you.

EXHIBIT K

TO THE FRANCHISE DISCLOSURE DOCUMENT

RECEIPT, ACKNOWLEDGMENT OF RECEIPT

[See attached]

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below.

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	08/15/25
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

RECEIPT
(Retain this copy for your records)

This franchise disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this franchise disclosure document and all agreements carefully.

If Weaver Holdings, L.L.C. offers you a franchise, it must provide this franchise disclosure document to you fourteen (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, or sooner if required by applicable state law.

If Weaver Holdings, L.L.C. does not deliver this franchise disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed in Exhibit G.

The franchisor is Weaver Holdings, L.L.C., located at 307 Townepark Circle, Louisville, Kentucky 40243. Its telephone number is (502) 493-8900.

Issuance Date: August 5, 2025 As Amended January 6, 2026

The franchise seller for this offering is:

[ ] Ryan Patrick [ ] Eric Coy [ ] Clint Smith [ ] Wes Furnish
[ ] Aaron Shader [ ] Chad Weaver [ ] Crystal Tomlinson

whose primary business address and telephone number are:
307 Townepark Circle
Louisville, Kentucky 40243
(502) 493-8900

whose primary business address and telephone number are:
1795 Alysheba Way, Suite 1004
Lexington, Kentucky 40509
(859-243-0444)

Weaver Holdings, L.L.C. authorizes the respective agents identified on Exhibit F to receive service of process for it in the particular state.

I have received a franchise disclosure document dated August 5, 2025 As Amended January 6, 2026. This franchise disclosure document included the following exhibits:

A Janitorial sub-Franchise Agreement
B Equipment Sales and Security Agreement
C Table of Contents for Corvus Manual
D Financial Statements
E List of Franchise Owners
F List of Agents for Service of Process
G List of State Administrators
H Compliance and Closing Questionnaire
I "Buying a Janitorial Services Franchise" Guide
J Receipt; Acknowledgement of Receipt (2 copies)

[Signature on page that follows.]

Date Received	Signature
Telephone number	Name (Please print)
Email Address	
	Address

RECEIPT
(Sign, Date, and return this copy to us)

This franchise disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this franchise disclosure document and all agreements carefully.

If Weaver Holdings, L.L.C. offers you a franchise, it must provide this franchise disclosure document to you fourteen (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, or sooner if required by applicable state law.

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[Signature on page that follows.]

Date Received	Signature
Telephone number	Name (Please print)
Email address	
	Address