

FRANCHISE DISCLOSURE DOCUMENT

Coverall North America, Inc. (a Delaware Corporation) d/b/a
Coverall®

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www.coverall.com



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DEPARTMENT OF
BUSINESS OVERSIGHT
SAN FRANCISCO

The Franchisee will operate a commercial janitorial cleaning franchised business utilizing our Coverall® Program

The total investment necessary to begin operation of a Coverall franchised business is \$17,178.00 to \$51,356.00 depending on the package size you choose. This includes the amount in Item 5 of \$14,175.00 to \$40,320.00, that must be paid to the franchisor or the 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 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 another format that is more convenient for you. This disclosure document is available in printed copy, and electronically in Adobe Acrobat on a CD-ROM or USB flash drive.

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

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

This disclosure document is issued as of March 31, 2017

CALIFORNIA COVER PAGE

COVERALL'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS at www.corp.ca.gov

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit C for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise.

1. THE FRANCHISE AGREEMENT REQUIRES BINDING ARBITRATION. THE ARBITRATION WILL OCCUR IN THE AREA IN WHICH FRANCHISEE CONDUCTS ITS BUSINESS WITH THE COSTS BEING SHARED EQUALLY BY FRANCHISEE AND COVERALL, FURTHER PROVIDED, IF THERE IS MORE THAN ONE ARBITRATOR, EACH PARTY SHALL BE RESPONSIBLE FOR THE FEES OF THE ARBITRATOR APPOINTED BY THAT PARTY. PROSPECTIVE FRANCHISEES ARE ENCOURAGED TO CONSULT PRIVATE LEGAL COUNSEL TO DETERMINE THE APPLICABILITY OF CALIFORNIA AND FEDERAL LAWS (SUCH AS BUSINESS AND PROFESSIONS CODE SECTION 20040.5, CODE OF CIVIL PROCEDURE SECTION 1281, AND THE FEDERAL ARBITRATION ACT) TO ANY PROVISIONS OF A FRANCHISE AGREEMENT RESTRICTING VENUE TO A FORUM OUTSIDE THE STATE OF CALIFORNIA.
2. THE FRANCHISE AGREEMENT REQUIRES THAT ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THE AGREEMENT SHALL BE COMMENCED WITHIN TWO (2) YEARS FROM THE OCCURRENCE OF SUCH CLAIM OR ACTION. THIS PROVISION MAY NOT BE ENFORCEABLE IN CALIFORNIA PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 31512.
3. COVERALL MAY NOT BE OBLIGATED TO REPLACE A CUSTOMER IF YOU LOSE OR UNREASONABLY REJECT THE CUSTOMER (FRANCHISE DISCLOSURE DOCUMENT, ITEM 11, PAGE 30, FULFILLMENT OF OUR OBLIGATION TO OFFER INITIAL BUSINESS).
4. COVERALL'S SERVICE AGREEMENT PROVIDES THAT ITS CUSTOMERS MAY ISSUE A THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION IF ITEMS OF NON-PERFORMANCE ARE NOT CORRECTED WITHIN A FIFTEEN (15) DAY CURE PERIOD.
5. COVERALL WILL TRY TO OFFER YOU CUSTOMERS IN YOUR PREFERRED AREA, HOWEVER, YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY OR EXCLUSIVE TERRITORY RIGHTS. COVERALL MAY OFFER YOU CUSTOMERS ANYWHERE WITHIN THE AREA IN WHICH THE COVERALL SUPPORT CENTER THROUGH WHICH YOU HAVE PURCHASED YOUR FRANCHISE CONDUCTS BUSINESS. FRANCHISEE MAY FACE COMPETITION WITHIN ITS TERRITORY FROM OTHER COVERALL FRANCHISES.
6. IF YOUR FRANCHISE AGREEMENT IS TERMINATED FOR ABANDONMENT, THEN YOU WILL NOT RECEIVE CREDIT FOR AMOUNTS COLLECTED BY COVERALL AND YOU WILL OWE COVERALL THE TOTAL AMOUNT OF ALL OUTSTANDING OBLIGATIONS AS OF THE DATE OF ABANDONMENT. UNDER CERTAIN CIRCUMSTANCES, FRANCHISEE WAIVES ALL RIGHTS TO

PAYMENTS FOR SERVICES PERFORMED AFTER THE DATE FRANCHISEE'S SERVICES TO FRANCHISEE'S CUSTOMER ARE DISCONTINUED

- 7 ONCE COVERALL'S OBLIGATION TO OFFER YOU INITIAL BUSINESS HAS BEEN FULFILLED, COVERALL HAS NO OBLIGATION TO OFFER YOU ADDITIONAL BUSINESS
- 8 DURING THE TERM OF THE FRANCHISE AGREEMENT, FRANCHISEES MAY NOT PROVIDE COMMERCIAL JANITORIAL SERVICES UNDER A DIFFERENT BRAND NAME AND MUST PAY ROYALTY AND SUPPORT FEES TO COVERALL FOR ALL CUSTOMERS, EVEN CUSTOMERS FRANCHISEE INDEPENDENTLY OBTAINS
- 9 FRANCHISEE MUST BE A CORPORATION OR LIMITED LIABILITY COMPANY, OBTAIN A FEDERAL EMPLOYER IDENTIFICATION NUMBER, AND OBTAIN A BUSINESS LICENSE, IF APPLICABLE, PRIOR TO SIGNING THE FRANCHISE AGREEMENT
- 10 THE INDIVIDUAL SHAREHOLDER/MEMBER OWNERS OF THE FRANCHISE IS REQUIRED TO SIGN A PERSONAL GUARANTY, MAKING HIM OR HER PERSONALLY LIABLE FOR THE FRANCHISE'S OBLIGATIONS
- 11 YOU HAVE THE RIGHT TO RESCIND, OR CANCEL, THE FRANCHISE AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE YOU SIGN THE FRANCHISE AGREEMENT WITH COVERALL YOU MUST NOTIFY COVERALL IN WRITING OF YOUR DESIRE TO RESCIND, OR CANCEL, WITHIN THIRTY (30) DAYS OF SIGNING THE FRANCHISE AGREEMENT IN ORDER TO BEGIN THE RESCISSION PROCESS
- 12 THE NUMBER AND PERCENTAGE OF FRANCHISES TERMINATED OR WHICH OTHERWISE CEASED OPERATIONS IN FISCAL YEAR 2016 WAS 268 OR 24% IN CALIFORNIA, 1,126 OR 20% FOR COVERALL AND 1,430 OR 18.6% FOR THE ENTIRE COVERALL SYSTEM THROUGHOUT THE UNITED STATES SEE ITEM 20 OF THIS DISCLOSURE DOCUMENT
- 13 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective Date April __, 2017

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Exhibits

- A Contracts
 - A 1 Janitorial Franchise Agreement
 - (Optional Transfer Replacement Page 1)
 - (Optional Renewal Replacement Page 1)
 - a Initial Equipment and Supply Package List
 - b Promissory Note
 - c Customer Transfer Form (for transfers)
 - d Customers Serviced Form (for renewals)
 - A 2 Guaranty to Janitorial Franchise Agreement
 - A 3 Confidentiality/Non-Solicitation Agreement
 - A 4 Confidentiality Agreement for Franchisee's Employees
 - A 5 Equipment Purchase Agreement
- B Consolidated Financial Statements for CNA Holding Corporation and Subsidiaries
- C List of Administrators and Agents for Service of Process
- D Business Experience of General Managers, Franchise Sales Managers, and Business Development Managers
- E List of Regional Support Centers and Franchisees for Coverall and its Service Franchisees
- F Non-Disclosure Agreement
- G Franchised Business Customer Acceptance Forms
- H State Specific Addenda and Franchise Agreement Amendment, if applicable
- Receipts and Electronic Disclosure Receipt

**COVERALL NORTH AMERICA, INC.
JANITORIAL FRANCHISE DISCLOSURE DOCUMENT**

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

To simplify the language in this Franchise Disclosure Document, “we” means Coverall North America, Inc (“Coverall”), the franchisor “You” means the individual, corporation and its shareholders, officers, and directors, or a limited liability company and its members and managing members, that buys the franchised business

We were incorporated in the State of Delaware on February 26, 1985, and have no predecessor CNA Holding Corporation (“Holding”), a Delaware corporation incorporated on February 4, 2005, owns 100% of the stock of Coverall Holding formerly owned 100% of the stock of Restroom Authority, Inc (“RA”), a Delaware corporation formed on December 14, 2004 to provide services to hospitality facilities On December 7, 2012, RA was dissolved out of existence On September 28, 2007, Holding became the sole shareholder of TBNC, Inc (“TBNC”), a Coverall Service Franchisee, and effective December 30, 2008, TBNC merged with Coverall, and Coverall is the surviving corporation TBNC is our predecessor at the former TBNC locations in Virginia On August 1, 2008, Holding became the sole shareholder of Majco, Inc (“MI”), a Pennsylvania corporation and Coverall Service Franchisee On August 7, 2008, MI merged with Majco Acquisition, LLC (“Majco”), a Delaware limited liability company formed on July 31, 2008, Majco merged with Coverall on March 31, 2011, and Coverall is the surviving corporation MI is our predecessor at MI’s former locations in Pennsylvania On February 27, 2009, Holding became the sole shareholder of Triesler Company, Inc (“Triesler”), a North Carolina corporation and Coverall Service Franchisee On March 2, 2009, Triesler merged with Coverall of the Carolinas Acquisition, LLC (“Carolinas”), a Delaware limited liability company formed on February 27, 2009, Carolinas merged with Coverall on March 31, 2011, and Coverall is the surviving corporation Triesler is our predecessor at Triesler’s former locations in North Carolina and South Carolina On March 30, 2010, Coverall became the sole shareholder of Coverall of Boston, Inc (“CBI”) a Delaware corporation, and CBI was dissolved on December 31, 2015 and no longer conducts business CBI was formerly a wholly-owned subsidiary of Coverall and offered the same type of franchises we do in the commercial janitorial industry in Massachusetts Effective June 20, 2011, Verica, LLC’s Service Franchise for the Iowa and Nebraska territory was terminated, and they are our predecessor On May 17, 2012, Coverall became the sole shareholder of Melton Franchise Systems, Inc (“MFS”), a California corporation, and a Coverall Service Franchisee MFS is a wholly-owned subsidiary of Coverall and offers under the Coverall® name the same type of franchises as Coverall does in the commercial janitorial industry On July 31, 2016, Coverall purchased the assets of Cavalier Services, Inc (“Cavalier”), an Oregon corporation, a former Coverall Service Franchisee Cavalier is our predecessor in Oregon

The Coverall Foundation, Inc , a not for profit corporation, was incorporated in Florida on January 21, 2005 (“Foundation”) The Foundation was established by Coverall to provide deserving dependents of Coverall janitorial franchisees with scholarships so that they can pursue educational opportunities

Our Global Support Center and the principal offices for Holding, Foundation, and MFS are located at 350 SW 12th Avenue, Deerfield Beach, Florida 33442 Our agents for service of process are listed in Exhibit C We do business under the names “Coverall®” and “Coverall Health-Based Cleaning System®” at the regional sales and support centers listed in Exhibit E

We offer and sell three types of franchises in the commercial janitorial cleaning industry The three types of franchises are Janitorial Franchises, Service Franchises, also called Master Franchises, and Territory Franchises Each type of franchise is described in a separate disclosure document We do not currently nor have we ever directly operated Janitorial Franchised Businesses ourselves This Franchise Disclosure Document is for use in offering and selling Janitorial Franchises However, this Franchise Disclosure Document includes in this Item 1 and in Item 20 certain information concerning Service Franchises and Territory Franchises, neither of which will be sold or operated in the area where Coverall Support Centers are located

Territory Franchises are similar to Janitorial Franchises, except that we provide these franchisees with an exclusive territory, and we do not offer them customers to service as part of the purchase of their franchise As of the date of this Franchise Disclosure Document, we have Territory Franchises in Garrett, Kentucky, Jackson, Mississippi, McAllen, Texas, and Liberty Lakes, Washington We also have an international Territory Franchise owner in Kuwait

Service Franchises are independent businesses licensed by us to use the Coverall® tradenames, trademarks, System, and business model to offer, sell, and service janitorial franchises under agreements between Service Franchises and their own Janitorial franchisees. Service Franchises are sold only in metropolitan or other designated territories and in foreign countries, and Service Franchises are permitted to offer, sell, and service janitorial franchises only in the territories where the Service Franchises are located.

We license all of our franchisees to use the Coverall® Program to conduct and promote their independent businesses.

The commercial janitorial industry is highly competitive; and customers can be lost for any number of reasons, including but not limited to, poor service, the customer chooses a lower priced provider, the customer goes out of business or files for bankruptcy protection, economic circumstances cause the customer to terminate outside vendors. Because of these factors, we are unable to predict with any certainty the point at which you might recover your initial investment in your franchised business.

The general market for franchisee's services includes businesses that require building cleaning and maintenance services. Competitors include other commercial janitorial and building cleaning services, such as small independent operators, other commercial cleaning franchises, and large commercial cleaning businesses. We distinguish ourselves from our competitors with our Coverall® Program.

Our business experience includes offering Janitorial Franchised Businesses since July 1985, offering Service Franchised Businesses since October 1986, and offering Territory Franchised Businesses since May 1996. We have not operated company-owned Janitorial or Territory Franchised Businesses, nor have we offered a franchise in any other line of business.

ITEM 2 **BUSINESS EXPERIENCE**

Following is the list of the directors, principal officers, and other executives who have management responsibility in the operation of our business relating to Janitorial Franchises. The principal occupation and business experience of each person during the past five years, including the names and locations of former employers, is described below. See Exhibit D for the business experience of employees who oversee the operation of Support Centers in their respective state(s).

COVERALL

RICHARD A. ASCOLESE, President, Chief Executive Officer, and Sole Director

Since March 2012 to present, Mr. Ascolese has served as Coverall's President and Chief Executive Officer and from July 31, 2013 to present as Sole Director, in Deerfield Beach, Florida. Mr. Ascolese has also served as President and Chairman of The Foundation and President and Sole Director of MFS from May 2012 to present. Mr. Ascolese served as an independent management consultant from August 2010 to March 2012 in Memphis, Tennessee. Mr. Ascolese formerly served as President of RA from March 2012 to December 2012 and CBI from March 2012 to December 2015.

LINDA BORCHERT PHILP, Interim Chief Financial Officer, Treasurer

Since October 2016 to Present, Ms. Philp has served as Coverall's Interim Chief Financial Officer, and as Treasurer in Deerfield Beach, Florida, as an Independent Contractor. Ms. Philp was formerly the Chief Financial Officer for Dewberry Capital from February 2016 to October 2016. Ms. Philp served as a Consultant from May 2014 to January 2016. Ms. Philp formerly served as the Chief Financial Officer of The Krystal Company from October 2012 to May 2014. Ms. Philp served as a Consultant from January 2012 to October 2012.

SEAN KAJCIENSKI, Chief Operating Officer

Since January 2016, Mr. Kajcienski has served as Coverall's Chief Operating Officer and from May 2012 to January 2016 he was Chief Sales Officer in Deerfield Beach, FL. Mr. Kajcienski was formerly Coverall's Regional Vice President in Orange, California from December 2011 to May 2012.

PHILLIP LESLIE WHARTON, Chief Legal Officer & Secretary

Since March 2012 to present, Mr. Wharton has served as Coverall's Chief Legal Officer, and as Secretary since May 2012, in Deerfield Beach, Florida and serves as and as Chief Legal Officer and Secretary of MFS.

since May 2012 to present Mr Wharton was formerly Senior Counsel with Epstein, Becker & Green, P C from December 2007 to March 2012 in Atlanta, Georgia Mr Wharton formerly served as Chief Legal Officer and Secretary of CBI from June 2010 to December 31, 2015

GREGORY HARBISON Chief Sales Officer

Since January 2017 to present, Mr Harbison has served as Coverall's Chief Sales Officer in Deerfield Beach, Florida Mr Harbison was formerly the Senior Vice President of Valley Crest Landscape from May 1997 to December 2016

KATHY JONES Vice President of Human Resources

Since November 2012 to present, Ms Jones has served as Coverall's Vice President of Human Resources in Deerfield Beach, Florida Ms Jones was Coverall's Director of Human Resources from August 2009 to November 2012 in Deerfield Beach, Florida

SHIRLEY KLEIN Vice President of Operational Development

Since November 2012 to present, Ms Klein has served as Coverall's Vice President of Operational Development in Deerfield Beach, Florida Ms Klein has served as Coverall's Vice President of Administration in Deerfield Beach, Florida from March 2009 to November 2012

NICOLE IVEY Vice President of Marketing

Since July 2016 to present, Ms Ivey has served as Coverall's Vice President of Marketing in Deerfield Beach, Florida Ms Ivey was formerly the Senior Director of Marketing for Regus from February 2014 to May 2016 Ms Ivey also formerly served as the Senior Director of Digital Advertising and Marketing for CheapCaribbean.com from March 2011 to February 2014

JUANA KRAUSE Vice President/Controller

Since December 2016 to present, Ms Krause has served as Coverall's Vice President/Controller in Deerfield Beach, Florida Ms Krause has served as Coverall's Regional Controller in Deerfield Beach, Florida from July 2001 to December 2016

EMILIO AVILA Divisional Vice President Sales

From February 2016 to present, Mr Avila has served as Coverall's Divisional Vice President Sales for Division 3 in Deerfield Beach, Florida Mr Avila was formerly with ADP in Miami, Florida as Vice President/Implementation for ADP in Miami, Florida from September 2013 to June 2015 and Division Vice President/Florida Sales from June 2009 to August 2013

LAURA BACH Divisional Vice President Operations

Since January 2007 to present, Ms Bach has served as Coverall's Divisional Vice President Operations for Division 2 in Downers Grove, Illinois

EDWARD CRUZ Divisional Vice President Operations

Since June 2015 to Present, Mr Cruz has served as Coverall's Divisional Vice President for Division 1 in San Francisco, California Mr Cruz was Regional Director of Sales in Los Angeles, California for Classic Party Rentals from April 2014 to April 2015, and Regional General Manager, also in Los Angeles, for Hertz Rent-A-Car from February 2001 to July 2013

PATRICK DEMARINIS Divisional Vice President Operations

Since December 2015 to present, Mr DeMarinis has served as Coverall's Divisional Vice President Operations for Division 3 in Deerfield Beach, FL, and he was formerly Regional Vice President Sales from January 2014 December 2015 From March 2011 to January 2014, Mr DeMarinis was Director of Sales North America for Aramark in Philadelphia, Pennsylvania

TYLER DICKINSON Divisional Vice President Sales

Since June 2015 to present, Mr Dickinson has served as Coverall's Divisional Vice President Sales for Division 1 in San Diego, California. Mr Dickinson was formerly Vice President Sales – West Division for TruGreen in San Diego, California from April 2010 to May 2015

MICHAEL GUMIELA Divisional Vice President Sales

Since December 2011 to present, Mr. Gumiel has served as Coverall's Divisional Vice President Sales for Division 2 in Downers Grove, Illinois. From April 2011 to December 2011, Mr. Gumiel was Coverall's Regional Sales Director.

From time to time, Coverall offers its franchisees incentives to participate in franchise recruitment efforts. Under its Referral Program, Coverall may, in its sole discretion, offer its current franchisees participation in a Franchise Referral Program that offers a cash payment awarded upon finalization of the purchase of a new Coverall Franchised Business.

ITEM 3 **LITIGATION**

Holding **Concluded**

Sabrina Laguna v. Coverall North America, Inc., et al (Superior Court of California County of San Diego, Civil Action No. 37-2008-00089347-CU-OE-CTL) filed August 8, 2008. See case description under Coverall's litigation.

Other than this 1 action, no litigation of Holding is required to be disclosed in this Item.

Coverall **Pending**

Sergio Gonzalez v. Coverall North America, Inc. (United States District Court, Central District of California, Civil Action No. 5:16-cv-02887-JGB-KK) filed November 2, 2016. Plaintiff, a current franchisee, filed this putative class action claiming Coverall has violated various sections of the California Labor Code by: i) misclassifying its franchisees as independent contractors, ii) requiring its cleaning workers to pay for their cleaning work, iii) requiring workers to pay franchise and additional business fees and other charges improperly deducted from their pay, iv) failing to provide proper itemized wage statements, v) failing to pay wages twice each calendar month, vi) failing to maintain payroll records, and vii) engaging in unfair competition. Plaintiff seeks certification of the putative class action, a declaration and finding that Coverall violated the California Labor Code, compensatory damages, including all expenses owed, underpaid wages and deductions, liquidated damages, interest, costs and attorney fees, injunctive relief in the form of ordering Coverall to comply with the California Labor Code, and, other applicable relief in law or equity as may be available. Plaintiff also seeks penalties on behalf of the putative class pursuant to the Private Attorney General Act ("PAGA") under the California Labor Code. Coverall disputes these claims and will vigorously defend this action.

Coverall **Concluded**

Cooks v. Coverall North America, Inc. and Coverall of Boston, Inc. (Superior Court, Suffolk County, Massachusetts, Civil Action No. SUCV2013-02373) filed July 1, 2013. Plaintiff, a current franchisee, filed this purported class action claiming that CBI and Coverall knowingly and willingly: i) misclassified its franchisees as independent contractors in violation of the Massachusetts Independent Contractor Law, ii) violated the Wage Act by charging its franchisees for a job, made unlawful deductions, and did not pay its franchisees timely, and iii) failed to pay its franchisees minimum wage and overtime for all work performed in excess of 40 hours a week. The plaintiff sought restitution for all damages due to misclassification as an independent contractor and related wage violations, an injunction against alleged unlawful practices, statutory trebling of all damages, attorney's fees and costs, and other relief the court deems proper. On July 30, 2013, Coverall and CBI removed the case to the United States District Court for the District of Massachusetts. The new case number was 13-cv-11802-WGY. The matter was settled as part of the settlement described below.

Pius Awuah, et al v. Coverall North America, Inc. (U.S. District Court, District of Massachusetts, Civil Action No. 07-10287) filed February 15, 2007, Amended Complaint filed on February 22, 2007, Second Amended Complaint filed on June 5, 2007, Third Amended Complaint filed April 25, 2008, Fourth Amended Complaint filed on July 9, 2010. This action was originally filed by eleven plaintiffs. Four of the original plaintiffs were franchisees of various Coverall Master Franchisees, and not Coverall. Coverall obtained summary judgment on the claims of those four plaintiffs on February 9, 2010. Of the remaining seven franchisees, three had entered into arbitration agreements with

Coverall Their claims were stayed pending arbitration. The remaining plaintiffs claimed that Coverall negligently or intentionally misrepresented that it had sufficient business to satisfy its contractual obligations, that Coverall breached its obligations to plaintiffs, and that plaintiffs were misclassified as independent contractors and are therefore entitled to be compensated, and to receive the same benefits, as employees of Coverall. The damages plaintiffs sought were not specified. On March 23, 2010, the court granted plaintiffs' Motion for Partial Summary Judgment and held that Benecira Calvalcante and Geraldo Correia were misclassified under Massachusetts wage hour law as independent contractors. Trial commenced on May 10, 2010 as to the claims of those named plaintiffs who had not agreed to arbitrate their disputes with Coverall -- Geraldo Correia, Benecira Calvalcante, Jai Prem and Aldivar Brandao. Prior to the commencement of the trial, the court sanctioned plaintiffs for their failure to disclose the damage theory underlying their misclassification claims and struck those claims. One of the plaintiffs, Jai Prem, failed to appear at trial, and the court declared a mistrial as to that plaintiff on May 24, 2010. Upon the close of plaintiffs' case, Coverall moved for a directed verdict as to Geraldo Correia. That motion was granted. At the same time, the court issued a ruling rejecting plaintiffs' claim that Coverall's Janitorial Franchise Agreement was unconscionable. On May 26, 2010, the jury returned a verdict in favor of Coverall as to Benecira Calvalcante and Aldivar Brandao. The claims of the three plaintiffs whose claims were subject to arbitration, plus one additional plaintiff, Manuel DaSilva, were arbitrated with the federal judge in the case acting as the arbitrator in October 2010. On December 15, 2010, the Arbitrator ruled that plaintiff Richard Barrientos failed to prove his claims and was not entitled to recover anything, plaintiff Denise Pineda proved that she was misclassified as an independent contractor under the laws of the State of New Jersey but failed to prove that she incurred any damages, and was therefore entitled to no recovery, plaintiffs Manuel DaSilva and Pius Awuah failed to prove their claims of fraud and breach of contract, but were entitled to damages on their misclassification claims of \$5,656.30 and \$1,553.40, respectively. Pius Awuah's award was subject to a set-off of \$671.71, reducing his award to \$881.69. On October 26, 2010, the Court entered an Order certifying four questions to the Massachusetts Supreme Judicial Court regarding what an employer may legitimately deduct from "earned wages" under Massachusetts law. The Massachusetts Supreme Judicial Court issued an opinion on August 31, 2011 concluding that an employer may not deduct certain items from earned wages if the person is deemed to be an employee. On September 23, 2011, the Court certified the following class: All individuals who owned a Coverall franchise and performed work for Coverall customers in Massachusetts at any time between February 15, 2004, and June 30, 2010, and who had not (i) signed an arbitration agreement, or (ii) had their claims adjudicated. The Court ruled that Plaintiffs were entitled, as damages incurred, to the amounts paid for franchise fees, additional business fees, and insurance, and to amounts withheld as chargebacks. On March 15, 2012, the Court ruled that treble damages would be allowed for a certain time period. On May 10, 2012, the Court entered a partial judgment: (i) giving 109 class members a total of \$2,949,322.49 in damages, in individually varying amounts, (ii) dismissing the claims of 27 class members with prejudice, on the grounds that they signed enforceable releases, (iii) dismissing the claims of 11 other franchisees -- those whose claims had either been arbitrated or adjudicated or rejected at summary judgment because their agreements were with Coverall Service Franchisees -- with prejudice, (iv) awarding Pius Awuah and Manuel DaSilva \$34,119 in attorney's fees and \$3,362.12 in costs, and (v) based on an Offer of Judgment, awarding Jai Prem judgment in the amount of \$5,000 on all counts of Plaintiff's Third Amended Complaint, inclusive of all damages, attorney's fees, costs and interest. In February 2012, the Court put into the class certain franchise owners who were transferees of franchise owners that had arbitration agreements in their franchise agreements, but whom the Court found did not have specific notice of their obligation to arbitrate. Coverall appealed that decision to the U.S. Court of Appeals for the First Circuit. The First Circuit reversed the Court's decision, and remanded the matter to the District Court for further proceedings (including an entry of a stay of proceedings involving those franchisees who have arbitration agreements). In May 2012, Plaintiffs filed a motion seeking to expand the Awuah class to include all franchise owners who had provided services in Massachusetts at any time since February 15, 2004, regardless of whether they had agreed to arbitrate disputes with Coverall. The Court denied that motion in July 2012. In September 2012, following a notice filed by Plaintiffs that claimed that Coverall had violated a court order pertaining to franchise owners who had commenced arbitration proceedings against Coverall, the Court sanctioned Coverall by allowing ten arbitration claimants to join the Awuah class. Coverall appealed that decision to the First Circuit. The First Circuit reversed the District Court's sanctions decision, holding that Coverall had not violated the Court's order, and remanded the matter to the District Court for further proceedings. In January 2013, Plaintiffs filed a motion for reconsideration regarding the enforceability of certain releases. Plaintiffs asserted that, in light of a new opinion from the Massachusetts Supreme Judicial Court, releases that did not specifically reference the Massachusetts Wage Act were not enforceable as to claims arising under that Act. In February 2013, the Court granted the plaintiffs' motion for reconsideration and allowed 27 class members who had signed releases to maintain claims for damages. By agreement of the parties, fourteen persons who had filed for arbitration against Coverall but who had signed releases were also permitted to join

the class On September 16, 2013, the Court entered a Final Amended Judgment in the amount of \$4,803,078 16 (exclusive of attorneys' fees and costs), dismissed the claims of nine Class Members, and awarded the two arbitration claimants whose claims were arbitrated by the Court a total of \$37,481 12 in attorneys' fees and costs Coverall appealed the Final Amended Judgment, including all of the Court's liability and damages rulings, to the First Circuit, and the appeal was docketed as Case No 13-2190 Plaintiffs cross-appealed the District Court's (a) May 2010 sanctions ruling, as to plaintiffs Cavalcante and Correia, and (b) ruling that Coverall is not liable to any franchise owner who purchased his franchise from a Coverall master The First Circuit docketed the cross-appeal as Case No 13-2274 The parties submitted their briefs and oral arguments were scheduled to be heard on January 7, 2015 On January 6, 2015, based on the parties report of a pending settlement, the U S Court of Appeals for the First Circuit granted a joint motion to postpone oral arguments indefinitely, then after a certification from the U S District Court that it was willing to undertake the various procedures necessary to certify a class and approve settlement, the First Circuit remanded the case to the District Court This matter was settled as described below

Between December 2011 and February 2012, 115 other franchise owners, represented by the same attorneys as those representing the Plaintiffs in Awuah, filed demands for arbitration with the American Arbitration Association ("AAA") Two additional franchise owners filed similar arbitration demands in December 2013 These owners claimed that Coverall had misclassified them under Massachusetts law as independent contractors Thirty-six of the claimants (including fifteen franchise owners who were allowed to join the Awuah class, and nineteen who sought unsuccessfully to join the Awuah class) subsequently withdrew their arbitration demands Fifty-six claimants did not pay their share of AAA filing fees, Coverall withheld payment of its share of the fees for two of the claimants pending settlement discussions Coverall settled with one of the AAA claimants, Rufino Henriquez, in August 2013 and paid him a total of \$25,000 00 Coverall settled with another of the AAA claimants, Jose Carlos Moraes, in October 2013 by paying him \$10,805 00 and repurchasing his accounts for \$1,695 00 All of the remaining AAA matters were settled as described below

Awuah, Cooks, AAA Settlement

On April 15, 2015, the parties entered into a settlement agreement to resolve all of the Cooks (above) claims, Awuah (above) plaintiffs' claims, and the AAA (above) claims, as well as potential claims by any other Coverall franchisee operating in Massachusetts The District Court issued a Final Judgment Order approving the settlement on July 27, 2015, and the settlement became effective on August 29, 2015 The material terms of the settlement were 1) the Class was revised to include i Awuah Class Claimants, ii Cooks Class Claimants, iii AAA Claimants, and iv all Coverall franchisees currently operating in Massachusetts, including those operating through Coverall's master franchisee, R&B Services, Inc , 2) Coverall paid \$5 5 Million to the Class, 3) all franchise agreements of the Class were terminated, 4) Customers were transitioned to servicing Class members, and 5) Coverall withdrew from Massachusetts

Mario Danek, et al v Coverall North America, Inc (Superior Court of Alameda County, California, Case No RG13701706) filed November 1, 2013 Plaintiffs were ex-employees of Coverall in California who alleged failure to reimburse certain business expenses in violation of the California Labor Code and of the California Unfair Competition Law ("UCL") on behalf of themselves and a claimed class of purportedly similarly situated plaintiffs The claim involved a technical issue in Coverall's auto expense reimbursement policy, asserting that as to the plaintiffs and the claimed class failed to reimburse all business expenses incurred as a result of the use of their personal motor vehicles in the course of their duties in that Coverall's auto reimbursement policy was a fixed monthly amount, and did not in the normal course include a mileage factor or other reimbursement if that amount was exceeded The UCL claim was that this policy was an unlawful, unfair, and/or fraudulent business practice The plaintiffs sought certification as a class, a finding that Coverall's business expense policy violated the California Labor Code and the UCL, reimbursement of any unreimbursed expenses and interest on those unreimbursed amounts, civil penalties permitted by the California Labor Code, attorneys' fees and costs Coverall modified its auto reimbursement policy to better conform to the California Labor Code

In January 2015, the parties reached a settlement The material terms of the Settlement were Coverall paid i) \$125,000 00 to class counsel for fees expenses, and ii) approximately \$35,000 to potential claimants not yet reimbursed for additional amounts due in addition to the \$225,000 amount previously paid by Coverall based on mileage records submitted by claimants On April 17, 2015, the settlement became final and the case was dismissed with prejudice to all claims of the Plaintiffs, Mario Danek, Claudia Osorio and Olivero Rodriguez, and without prejudice to all claims of the Putative Class Members

Sabrina Laguna v Coverall North America, Inc., (Superior Court of California County of San Diego, Civil Action No 37-2008-00089347-CU-OE-CTL) filed August 8, 2008 Plaintiff, a then-current franchisee, filed this purported class action variously claiming that Coverall negligently or intentionally misrepresented that it had sufficient business to satisfy its contractual obligations, that Plaintiffs were misclassified as independent contractors and that they were or are employees of Coverall who should be earning minimum wage and other benefits of "employment," and that Coverall takes advantage of immigrants with limited English language skills Coverall filed a demurrer on October 3, 2008 The demurrer was sustained as the causes of action for negligent misrepresentation and declaratory relief, but overruled as to certain other aspects of the demurrer The case was removed to the United States District Court for the Southern District of California on September 29, 2009 and given case number 3 09-cv-02131-JM-RBB Through amended complaints, plaintiffs, Carlos Acevedo and Teresa Salas, and defendants, Allied Capital Corporation, CNA Holding Corporation, and Ted Elliott, were added A Class Action Settlement Agreement and Release (the "Settlement") filed on September 12, 2011 and approved by the court on February 23, 2012, after a Fairness Hearing on November 21, 2011 The class certified in February 2012 under the Settlement was defined as A class of all persons or entities who (1) executed a Janitorial Franchise Agreement with Coverall for a franchise to be located in the State of California, and (2) between August 8, 2004, and entry of the Preliminary Approval Order, performed janitorial or cleaning services in the State of California pursuant to a Janitorial Franchise Agreement entered into between the person(s) or entity and Coverall The material terms of the Settlement were (1) Coverall will assign customer Service Agreements to the operating franchisees excluding those Service Agreements that prohibit assignment, cover multiple locations, and National Account Customers, (2) Former franchisees who submit a valid claim will receive \$475, (3) Former franchisees who indicate an interest in purchasing a new franchise on or before November 8, 2011 and who close the transaction within 120 days of Final Approval of the Settlement will receive a \$750 credit toward the purchase price, and 4) New franchisees in California shall have thirty (30) days from signing to rescind or cancel their Franchise Agreement

There was an appeal of the Court's order approving the settlement to the 9th Circuit Court of Appeals That appeal was heard by a 3 judge panel of the 9th Circuit in November 2013, and the panel upheld the settlement There was then a request by the objector to the 9th Circuit to hear the matter en banc The objector settled with Coverall for \$15,000, and dismissed his appeal The 9th Circuit considered on its own whether to re-hear the matter en banc, but as there was no longer any objector, decided to vacate the decision of the panel and remand the case to the district court to effect the settlement without change The settlement became effective December 15, 2014

Maria Mora v Coverall North America, Inc., et al., (Circuit Court County of Washington, Oregon Case No C140316 CV), filed January 23, 2014 Plaintiff is a franchisee of Cavalier Services, Inc ("Cavalier") Cavalier is an independently owned and operated Master Franchisee of Coverall The named defendants were Coverall, Cavalier and John Bartholf, President of Cavalier Plaintiff alleged common law fraud, violations of the Oregon Unlawful Trade Practices Act and Oregon Franchise Act, and breach of contract, and sought declaratory judgments on whether the franchise agreement provisions relating to mediation, arbitration, the initial business guarantee and certain liquidated damages are unconscionable, and she claimed damages in the amount of \$234,686 00 Coverall has no agreement with Mora and had no contact with Mora On April 10, 2014 a Settlement Agreement was entered into between all the parties by which Cavalier repurchased Plaintiff's Coverall franchise for \$8,500 00, forgave her obligations to Cavalier for the balance of her promissory note and terminated her Coverall franchise, effective April 10, 2014 Plaintiff released all parties and the action was dismissed with prejudice on June 14, 2014

Coverall North America, Inc v Verica, LLC, and Vicki Rhea (United States District Court of Nebraska, Case No 8 11-cv-00255), filed July 25, 2011 Coverall initiated this case against defendants, a former Coverall Service Franchisee in Iowa and Nebraska and its owner, who personally guaranteed the Service Franchise Agreement and related promissory notes, requesting a declaratory judgment that Coverall properly terminated the Service Franchise Agreement for Defendants' failure to pay royalties and promissory note payments and ordering Defendants to comply with the post-termination covenants, including assigning contracts and returning franchise and customer files to Coverall Coverall also filed claims for damages based on breach of contract, deceptive trade practices, misappropriation of trade secrets, and trademark infringement In January 2012, Coverall amended its complaint and removed the claims for deceptive trade practices, misappropriation of trade secrets, and trademark infringement Coverall sought a declaratory judgment that Coverall properly terminated the Service Franchise Agreement and a judgment for damages resulting from Defendants' breach of the Service Franchise Agreement, promissory note, and personal guarantees Defendants filed an Answer and Counterclaim January 19, 2012 alleging wrongful termination, breach of contract, and conversion (of its receivables from customers) and demanding damages for the alleged wrongful termination and breach of contract, interest on the receivables purportedly converted, and requesting a

declaratory judgment for return of its franchise fees that were paid to Coverall. The parties engaged in an unsuccessful mediation in November 2011. The parties re-engaged in mediation in 2013, and entered into a settlement on November 13, 2013 whereby Coverall agreed to pay the defendants the sum of \$120,000, the parties released one another except as to certain post termination obligations under the Service Franchise Agreement, defendant gave a representation to Coverall that it was not engaged in conduct violative of those post termination obligations, including its noncompetition, non-solicitation and nondisclosure agreements, and Coverall agreed that it would refer defendant's former franchisees who make claims for monies due from defendant to defendant's representatives without further comment. The case was dismissed with prejudice on November 15, 2013.

Claudia Villanueva, et al v Melton Franchise Systems, Inc., et al., filed on April 4, 2012 in the Superior Court of the State of California for the County of Santa Barbara – Anacapa Division as Case No. 1385932. Plaintiffs were one former and eight current franchisees. The named defendants were Coverall, Coverall's subsidiary/master franchisee, Melton Franchise Systems, Inc., Melton Franchise Systems, Inc.'s former President, Mark Melton, Melton Franchise Systems, Inc.'s former Regional Director, Jon Ortiz, and unnamed agents or employees of the other defendants. Plaintiffs alleged breach of contract, breach of implied covenant of good faith and fair dealing, unfair business practices, intentional misrepresentation, breach of promise, concealment of material facts and negligent misrepresentation. The plaintiffs were seeking compensatory and punitive damages in an unspecified amount, an injunction against alleged wrongful business practices, an accounting of fees, costs, royalties, premiums and other amount assessed against the plaintiff, attorney's fees and costs, and other relief the court deemed proper. Coverall and MFS initiated mediation with the plaintiffs and resolved the complaints by (1) agreeing to offer additional business to 4 of them without cost to them, varying in amount to each from \$1,000 in monthly revenue accounts to \$3,000 in monthly revenue accounts, (2) permitting 2 to dismiss their complaint and remain as franchisees, (3) paying 1 \$5,000 and giving her a release of our potential counterclaims against her, (4) paying 1 \$5,000 and permitting her to remain a franchise owner, and (5) permitting 1 to terminate her franchise and retain her current customers. The case was dismissed with prejudice on July 10, 2013.

Rodney M. Faught v Coverall North America, Inc., (Southeast Case Management Center, American Arbitration Association, Case No. 53 114 E 00054 13), filed on February 6, 2013 and served on Coverall on February 7, 2013. Claimant, a current franchisee of Coverall's Cleveland Support Center, filed a demand for arbitration claiming damages of \$35,000.00 alleging fraud in the inducement and various breaches of the Franchise Agreement. On April 20, 2013, the parties entered in a Confidential Termination Agreement, whereby Coverall paid to the Claimant \$9,441.25 for the purchase of Claimant's customers and cancelled the balance due on Claimant's equipment promissory notes of \$5,521.22 upon Claimant's return of the equipment securing such equipment notes. Claimant's Franchised Business was terminated. The case was closed on May 13, 2013.

Maria Rodriguez v Coverall North America, Inc., (Western Case Management Center, American Arbitration Association, Case No. 79 114 E 00133 11 JEMO) filed December 5, 2011 and served on Coverall on March 12, 2012. Claimant, a former franchisee of Coverall's Las Vegas Support Center, filed a demand for arbitration claiming damages of \$50,000.00. Plaintiff alleged fraud, unfair treatment, and sexual assault and battery by her supervisor. Coverall denied any and all liability. On September 6, 2012, the parties entered into a Confidential Termination Agreement, whereby Coverall paid the Claimant \$7,500.00 for the purchase of Claimant's customers, and Claimant's Coverall Franchised Business was terminated. The case was closed on September 6, 2012.

Kenneth Patterson and Yolanda Patterson v Coverall North America, Inc., (Superior Court of California County of Los Angeles, Civil Action 30-2010-00424986) filed November 15, 2010. Plaintiff, current franchisees, alleged intentional and negligent misrepresentation, breach of contract, and violations of provisions of the California Civil Code Sections 51 and 52, and violations of Section 970 of the California Labor Code. Coverall filed its Demurrer to Plaintiffs' Complaint on February 17, 2011. The complaint was dismissed with prejudice April 6, 2012, pending mediation. We engaged in mediation with the Plaintiffs and resolved the complaint by buying back their franchise for \$88,500 on December 10, 2012.

Coverall North America, Inc. v Wanda Wasurick, Krystal Wand Kleening, LLC, Crystal Treminio and Javier Treminio, (Circuit Court of Brown County, Wisconsin, Branch VIII, Case No. 09CV2769), filed October 7, 2009. Coverall initiated this case to enjoin the defendants from engaging in unfair competition, misappropriation of trade secrets, malicious injury to business under Wisconsin Statute §134.01 and breach of Janitorial Franchise Agreement. Coverall alleged that the individual defendants were targeting its franchisees' customers and attempting to divert those customers to a corporation controlled by them, using Coverall's trade secrets, confidential information and documents. On November 20, 2009, Javier Treminio and his wife Crystal Treminio, who is not Coverall's franchisee, filed a

Counterclaim against Coverall The Counterclaim alleged violations of the Wisconsin Fair Dealership Law alleging that Coverall failed to provide Javier Treminio with timely notice of termination, breach of the Janitorial Franchise Agreement by wrongfully terminating Javier Treminio, and violations of Wisconsin Chapter 109 alleging that Javier and Crystal Treminio were employees of Coverall and that Coverall failed to pay them amounts due Coverall moved to dismiss the Counterclaim on December 8, 2009, and also filed Motions for Summary Judgment and to Compel Arbitration On February 1, 2010, the court dismissed the Counterclaim, granting summary judgment on the Wisconsin Chapter 109 wage claims in favor of Coverall, and granted Coverall's Motion to Compel arbitration Mediation was held on April 1, 2011 and was successful as to two defendants (paid Coverall a nominal amount of \$100 each, and Coverall agreed to dismiss its complaint) Without admitting liability, Coverall settled with Javier Treminio on October 28, 2011 agreeing to pay him \$9,000

K&D Lawn & Janitorial Service, Inc v Coverall North America, Inc., (Wayne County Circuit Court, State of Michigan, Third Circuit Court, Case No 10-012840-CK), filed November 3, 2010 Plaintiff alleged that Coverall breached the Janitorial Franchise Agreement by denying plaintiff direct access to a customer being serviced by plaintiff, and denying plaintiff an opportunity to cure service issues with the customer Plaintiff further alleged that these breaches violated the Michigan Franchise Investment Law, MCL 445 1527 The case was voluntarily dismissed by plaintiff on December 16, 2010 because of the mandatory mediation and arbitration provisions of the Janitorial Franchise Agreement The parties engaged in a pre-mediation conference on February 21, 2011, and agreed to settle the dispute On February 28, 2011, plaintiff's principals executed a Confidential Settlement Agreement whereby Coverall agreed to pay the plaintiff the sum of \$7,000 and replace \$3,000 in Initial Business

Felix Maldonado v Coverall Cleaning Concepts, (Circuit Court of Dane County, Wisconsin, Case No 2009SC010918), filed October 26, 2009 Maldonado alleged that Coverall breached the Janitorial Franchise Agreement by failing to timely provide customers and made false misrepresentations regarding the accounts in violation of the Wisconsin Deceptive Trade Practices Act On November 20, 2009, Coverall answered the Complaint denying the allegations On December 10, 2009, the parties executed a Mutual Release and Settlement Agreement whereby Coverall paid the plaintiff the sum of \$4,500 and cancelled the promissory note executed by plaintiff in payment of his franchise fee in the amount of \$7,500 The case was voluntarily dismissed by plaintiff on January 27, 2010

Jesus H Castro and Herschand Co v The Kover Group, Inc dba Coverall of South Florida, Mauro R Guerra, individually, and Management Risk Group Financial Corp., (Circuit Court of the 11th Judicial Circuit in and for Dade County, Florida, Case No 97-8090-CA21), filed April 11, 1997 Plaintiffs allege breach of contract, rescission of contract and fraudulent misrepresentation They claim they purchased a franchise and were not provided the appropriate amount of business The plaintiffs claim damages in excess of \$100,000 We have denied all allegations of wrongdoing The plaintiffs filed an Amended Complaint in November 1997 The case was settled on August 24, 2007, and Coverall agreed to pay the Plaintiffs \$20,000

Yared Beyene, et al v Coverall of [sic] North America, Inc , Pacific Commercial Services, LLC, Coverall Cleaning Concepts and Coverall of Nashville, Inc (Davidson County, Tennessee, Case No 06-1202), filed May 12, 2006 There were five named plaintiffs who purported to be franchisees of Coverall or Coverall's Service Franchisee, Pacific Commercial Services, LLC (' PCS') The plaintiffs alleged violations of the Tennessee Consumer Protection Act, fraud in the inducement, and negligent misrepresentation The case was removed to the United States District Court for the Middle District of Tennessee on June 22, 2006 and assigned Case No 3 06-0628 Plaintiffs filed an Amended Complaint on October 17, 2006 adding two additional plaintiffs Mediation was held on September 13, 2007, and the case was settled Coverall paid the seven Plaintiffs, five putative plaintiffs, and their attorney \$37,500

Jubilee General Contracting LTD, et al v Coverall North America, Inc , et al, (State of Michigan, County of Oakland), Case No 07-080927-CZ, filed February 20, 2007 Plaintiffs claim that they were fraudulently induced to accept two cleaning contracts, because they were shown documents by Defendant JLAG Janitorial Service, LLC that contained erroneous data about expenses related to the two accounts Coverall filed a Motion for Summary Disposition and for Attorney Fees and Costs on April 23, 2007, relying upon the mandatory mediation and arbitration provisions of the Janitorial Franchise Agreement Coverall prevailed on its motion On September 6, 2007, Coverall paid the plaintiffs the sum of \$14,200 00, and plaintiffs waived their right to appeal, and the case was dismissed with prejudice on July 25, 2007

On March 18, 1994, a Consent Decree was entered in the United States District Court for the Northern District of Illinois in United States of America v Coverall North America, Inc (Civil Action No 94 C 1178) In voluntarily entering into the Consent Decree, we did not admit any liability for the alleged violations The U S , on behalf of the

Federal Trade Commission, alleged that we did not make proper disclosures regarding our janitorial franchisees, should have included an earnings' claim disclosure in connection with the offer of customer contracts as part of the franchise package purchased by janitorial franchisees, and, in some circumstances, did not wait the full ten business days between furnishing an Offering Circular and executing a Franchise Agreement. Without admitting liability, we agreed to pay a civil penalty of \$100,000 and to be enjoined from not complying with the FTC's franchise disclosure rule.

Other than these 18 actions, no litigation of Coverall is required to be disclosed in this Item.

Melton Franchise Systems, Inc. ("MFS")

Concluded

Claudia Villanueva, et al v Melton Franchise Systems, Inc., et al., filed on April 4, 2012 in the Superior Court of the State of California for the County of Santa Barbara – Anacapa Division as Case No. 1385932. See case description under Coverall's litigation.

Other than this 1 action, no litigation of MFS is required to be disclosed in this Item.

Coverall of Boston, Inc. ("CBI")

Concluded

Cooks v Coverall North America, Inc. and Coverall of Boston, Inc., (Superior Court, Suffolk County, Massachusetts, Civil Action No. SUCV2013-02373) filed July 1, 2013. See case description under Coverall's litigation.

Other than this 1 action, no litigation of CBI is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

Coverall

On March 30, 2007, Armando Dominguez filed for relief under Chapter 7 of the U.S. Bankruptcy Code (United States Bankruptcy Court Central District of California, Santa Barbara), Case No. 9 07-bk-10401-RR, and a discharge was granted on July 11, 2007. On July 24, 2007, the case was closed.

On August 26, 2009, Kathy Jones filed for relief under Chapter 7 of the U.S. Bankruptcy Code (United States Bankruptcy Court Southern District of Florida, Fort Lauderdale Division), Case No. 09-27815-RBR, and a discharge was granted on December 3, 2009. On December 9, 2012, the bankruptcy trustee filed a final decree that the estate has been fully administered, and the case is discharged and closed.

On October 21, 2011, James F. Bellante, Jr., filed for relief under Chapter 13 of the U.S. Bankruptcy Code (United States Bankruptcy Court Western District of Pennsylvania, Pittsburgh), Case No. 11-26498-CMB, and a discharge was granted on February 15, 2017.

On December 20, 2012, Nicole Ivey, filed for relief under Chapter 13 of the U.S. Bankruptcy Code (United States Bankruptcy Court Northern District of Illinois, Chicago), Case No. 12-49720, and a discharge was granted on October 2, 2013. On May 9, 2014, the case was closed.

On July 1, 2015, Chris Taylor filed for relief under Chapter 13 of the U.S. Bankruptcy Code (United States Bankruptcy Court Southern District of Ohio), Case No. 15-bk-12594, and a discharge is pending.

MFS

Preston Sudweeks filed a bankruptcy petition under Chapter 7 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for District of Utah on March 15, 2010 (Case No. 10-23629, RKM). On June 15, 2010, the bankruptcy court entered a discharge.

No person identified in Items 1 or 2 of this disclosure document other than as listed above has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this Item. Neither Coverall, nor any parent, predecessor, affiliate, general partner of Coverall, officer of Coverall (other than as listed above), or individual who will have management responsibility relating to the sale or operation of the franchise being offered, has filed as a debtor (or had filed against it) a petition under a foreign bankruptcy or the U.S. Bankruptcy Code or has

obtained a discharge of debts under a foreign bankruptcy code or the U S Bankruptcy Code in accordance with the Franchise Disclosure Document Guidelines

ITEM 5 **INITIAL FEES**

HOW YOUR FEE IS DETERMINED

All franchisees pay an Initial Franchise Fee for the franchise rights. This fee will be between \$14,175.00 and \$40,320.00. Payment is due in full when the Franchise Agreement is signed, unless it is financed as described below and in Item 10. If you pay the entire fee in cash, we will discount the Initial Franchise Fee, as described in this Item 5, by 5%. Veterans qualify for a 10% discount on the Initial Franchise Fee. If the Veteran finances a portion of the Initial Franchise Fee, however, the down payment specified below for the Franchise Package remains the same. In addition, Coverall is a participating member of the International Franchise Association's VetFran Program (Veteran's Transition Franchise Initiative). Under the VetFran Program, veterans who qualify for and obtain an 85% Small Business Administration Loan Guaranty will receive a 25% discount on the Initial Franchise Fee. Veterans must choose only one of the discounts offered, either the 5% cash discount or the 10% discount on the Initial Franchise Fee.

THE PACKAGES

You buy a specific Franchise Package that includes training and an initial complement of customers to service – the essentials that you need to get started in the commercial cleaning business.

We sell our franchises by packages (the "Franchise Package"). Our Franchise Packages are sold based on the monthly dollar volume of business that you choose to service ("Initial Business"). In other words, we offer you cleaning customers to service totaling a specific dollar amount as follows:

FRANCHISE PACKAGE	INITIAL MONTHLY BUSINESS VOLUME OFFERED
P- 2,000	\$ 2,000
P- 3,000	\$ 3,000
P- 4,000	\$4,000
P- 5,000	\$ 5,000
P- 7,000	\$ 7,000
P-10,000	\$10,000

WE DESCRIBE THESE FRANCHISE PACKAGES IN TERMS OF THE GROSS DOLLAR VOLUME OF INITIAL BUSINESS WHICH WE ARE OBLIGATED TO OFFER YOU. THE SIZE OF THE FRANCHISE PACKAGE DOES NOT REPRESENT HOW MUCH MONEY YOU WILL NET (RECEIVE) EACH MONTH FROM YOUR FRANCHISE. IT IS A GROSS NUMBER AND THE AMOUNT THAT YOU NET DEPENDS UPON A NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, THE EXPENSES THAT YOU INCUR TO SERVICE YOUR CUSTOMERS, WHETHER THE CUSTOMERS ARE ENTITLED TO CREDITS FOR MISSED OR POOR SERVICE, OR THE CUSTOMER TERMINATES YOUR SERVICES, OR THE CUSTOMER FAILS TO PAY FOR YOUR SERVICES. ONCE YOUR PACKAGE IS FULFILLED, IT IS UP TO YOU TO KEEP YOUR CUSTOMERS. OTHER THAN THE LIMITED GUARANTEES DESCRIBED IN THIS DISCLOSURE DOCUMENT, WE HAVE NO OBLIGATION TO CONTINUE TO OFFER YOU CUSTOMERS, AND WE MAKE NO REPRESENTATIONS REGARDING REVENUE THAT YOUR FRANCHISE BUSINESS MIGHT EARN.

THE SIZE OF THE FRANCHISE PACKAGE IS NOT A GUARANTEE THAT YOU WILL EARN AN EQUIVALENT AMOUNT OF REVENUE, AND NEITHER DOES IT MEAN THAT COVERALL IS OBLIGATED TO REPLACE LOST CUSTOMERS TO ENABLE YOU TO MAINTAIN THAT LEVEL OF GROSS DOLLAR VOLUME.

Typical commercial janitorial services which you will likely provide regardless of the size of the franchise package you purchase include, but are not limited to: floor care, trash and waste removal, sanitizing surfaces and equipment, dusting, restroom cleaning, vacuuming, and light maintenance. Special services are one-time or periodic cleaning contracts which include, but are not limited to: hard floor and carpet care maintenance, window cleaning (on the ground floor), upholstery and fabric care, odor control, initial cleaning, and construction cleaning.

The Initial Franchise Fee for each Franchise Package is as follows

FRANCHISE PACKAGE	TOTAL FEE	DOWN PAYMENT	AMOUNT FINANCED ¹	MONTHLY PAYMENT TERM (MONTHS) ¹			CASH DISCOUNT
				12 mo	18 mo	24 mo	
P-2,000	\$14,175 00	\$7,087 50	\$7,087 50	\$610 00	\$422 40	\$333 63	\$708 75
P-3,000	\$16,349 00	\$8,174 50	\$8,174 50	\$703 55	\$487 18	\$384 80	\$817 45
				18 mo	24 mo	30 mo	
P-4,000	\$19,635 00	\$9,817 50	\$9,817 50	\$585 10	\$462 14	\$380 41	\$981 75
P-5,000	\$22,890 00	\$11,445 00	\$ 11,445 00	\$682 10	\$538 76	\$443 47	\$1,144 50
P-7,000	\$29,925 00	\$14,962 50	\$14,962 50	\$891 73	\$704 34	\$579 77	\$1,496 25
P-10,000	\$40,320 00	\$22,256 64	\$18,063 36	\$1,076 53	\$850 31	\$699 92	\$2,016 00

¹This is an example of one form of financing made available by Coverall See Item 10

WHEN WE MUST OFFER YOUR INITIAL BUSINESS

Coverall may or may not have an inventory of customers available to offer your dollar amount of Initial Business on the date you sign your Janitorial Franchise Agreement or even on the date that you become eligible to accept customers (i.e., upon completion of your initial obligations). This is why for Franchise Packages up to a P-3,000, we have 120 business days from the date you complete your initial obligations to offer you your Initial Business, and for Franchise Packages larger than a P-3,000, we have more than 120 business days from the date you complete all initial obligations to offer you your Initial Business. You must add an additional 30 business days for each \$1,000 increment (or portion thereof) in excess of \$3,000 per month of Initial Business.

Example	<u>Franchise Package Size</u>	<u>Initial Business Offering Period</u>
	P-5000	180 business days from completion of training

(Accordingly, if you purchase a P-5000 and you complete all of your initial obligations on March 31, 2017 all \$5,000 in Initial Business must be offered to you on or before December 18, 2017.)

Your initial obligations are completed (triggering the start of your Initial Business Offering Period outlined above) when 1) you or your designated employee, as approved by Coverall, has successfully completed the Initial Training Program and 11) your background screening has been approved. The Initial Business Offering Period may be suspended if 1) Coverall requires you to attend retraining, or 11) you are in breach of any material provision of the Janitorial Franchise Agreement or any other agreement with Coverall. Your Coverall Franchised Business must be owned and operated by a corporation or limited liability company, and you must keep separate accounting, banking, and financial records for your Coverall Franchised Business. Prior to signing the Franchise Agreement, you must form a corporation or limited liability company, obtain a Federal Employer Identification Number, and obtain a business license, if applicable. The completion of your initial obligations is recorded in our FranSys® operating system.

The customers that we offer you to fulfill your Franchise Package may be new customers recently acquired by Coverall, or they may be existing customers that become available for resale. You may be offered an existing customer because a customer requested replacement of the franchisee servicing its facility or a franchisee abandoned a customer. These existing customers may be dissatisfied with their prior service and may be difficult to please. In addition, the results of your background screening may mean that you do not satisfy certain customer requirements and the customer may object to your Franchised Business servicing its facilities.

Once Coverall's obligation to offer you Initial Business has been fulfilled, we have no obligation to offer you Additional Business.

RETRAINING MAY BE REQUIRED

The reputation of our brand enables us to procure customers to offer our franchisees. Therefore, we may require you to attend training again, if in a 60-day period.

- 1) any two customers provided to fulfill your Initial Business complain about your workmanship, lack of trustworthiness or any other default under the customer contract, or
- 2) if any one customer terminates your services due to faulty workmanship, lack of trustworthiness, or any other claimed default under the customer contract, or

- 3) for failure to adhere to Paragraph 17 of the Franchise Agreement (Franchised Business Operations),
or
- 4) if you breach your Janitorial Franchise Agreement or your obligations to provide services under any customer contract

If we require retraining, our time to offer any remaining Initial Business will be suspended from the time we request that you be retrained until you complete retraining to our satisfaction ***We require you to maintain high standards of workmanship to effectively service your customers Failure to do so negatively impacts the Coverall brand and its franchisees***

SPECIAL PROMOTIONS

On occasion, we may offer special promotions or negotiate financing terms for the franchisee's benefit which do not affect the amount of the Franchise Fee, which may include, but is not limited to offering a small equipment item as a promotion, providing an amount of free business which exceeds the package size, or financing a larger portion of the Initial Franchise Fee

The Initial Franchise Fee was uniform for all franchisees that purchased the same size package in each state where this Franchise Disclosure Document was used last fiscal year, except as follows In Charlotte, Coverall sold a P-2000 at 2015 pricing for \$13,000 In Sacramento, Coverall sold a P-1500 franchise package for \$10,687 50 In Atlanta, Coverall i) sold a P-2000 package at the 2015 pricing of \$13,000, ii) sold a P-3000 and allowed the franchisee to pay their down payment one (1) day after closing, iii) sold a P-3000 package at 2015 pricing of \$15,000 iv) allowed the franchisee to transfer from the Columbus Support Center and pay the \$1,500 transfer fee thirty five (35) days after the transfer, and v) sold a P-10000 and allowed the franchisee to pay a portion of the required down payment nine (9) days after the closing In Detroit, Coverall sold a P-2000 and allowed the franchisee to pay the down payment thirty-eight (38) days after signing the Franchise Agreement In Richmond, Coverall sold a P-3,000 package at 2015 pricing of \$15,000 In Las Vegas, Coverall sold a P-3000 and accepted a partial down payment at the closing and the balance in full the next business day In Palm Beach, Coverall i) sold a P-3000 and allowed the franchisee to pay their down payment two (2) days after the closing, and ii) sold a P-3000 and allowed the franchisee to pay a portion of their down payment fifteen (15) days after the closing In Utah, MFS sold a P-2000 and allowed the franchisee to pay a portion of their down payment one (1) day after the closing In Northern New Jersey, Coverall sold a P-2000 and allowed the franchisee to pay their down payment eleven (11) days after the closing In Columbus, Coverall i) sold a P-3000 and allowed the franchisee to pay their down payment three (3) days after the closing, and ii) sold a P-3000 and allowed the franchisee to pay their down payment five (5) days after the closing In San Bernardino, Coverall sold a P-2000 and allowed the franchisee to pay their down payment nineteen (19) days after the closing In Oregon, Coverall gave a franchisee a 5% discount on their initial franchise fee for paying the Initial Franchisee in full In Ft Myers, Coverall sold a P-3000 and took a portion of the down payment from the franchisee three (3) days prior to the closing The Initial Franchise Fee for the same package size may be different for franchisees in different states

FULFILLING YOUR INITIAL BUSINESS

If you reject a customer offered as part of your Initial Business, our obligation to offer that amount of Initial Business during the Initial Business Offering Period is satisfied However, we will continue, after the expiration of the Initial Business Offering Period, to offer you customers to fulfill your Initial Business However, you may not unreasonably reject customers offered to you to fulfill your Initial Business If you choose to do so, our obligation to offer you customers to fulfill your Initial Business may be deemed satisfied If you choose to stop servicing a customer that you have accepted as part of your Initial Business, you will not be entitled to replacement of that customer

The monthly dollar volume of Initial Business for any specific month may not equal the total Initial Business for several reasons, including, but not limited to you may choose not to accept all of the customers we offer, we may offer you the Initial Business in stages throughout the Initial Business Offering Period, customers may request a change of franchisee or cancel the contract due to poor service, and the customer may move or cancel for other reasons before the end of the Initial Business Offering Period

Once you accept a customer, Coverall will assign the Service Agreement to you, excluding those Service Agreements that prohibit assignment, cover multiple locations, or apply to National Account Customers, subject to your payment in full of your Franchise Fee The assignment will be subject to the terms and conditions of your Janitorial Franchise Agreement (See attached Exhibit G, Franchised Business Customer Acceptance Forms)

THE NON-REFUNDABLE FRANCHISE FEE

The Initial Franchise Fee is non-refundable. A portion of the Initial Franchise Fee, \$5,000, is the price that you pay for the license granted to you to use the Coverall® Marks and System, described in Paragraph 1 of the Janitorial Franchise Agreement, Exhibit A 1

PARTIAL REFUND FOR COVERALL'S FAILURE TO TIMELY OFFER INITIAL BUSINESS

You may request a refund of a portion of the Initial Franchise Fee if we do not (i) offer you the full amount of Initial Business within the Initial Business Offering Period, or (ii) offer you within a reasonable time after the expiration of the Initial Business Offering Period an amount of Initial Business equal to that which you reasonably rejected during the Initial Business Offering Period, or (iii) offer to replace within a reasonable time an amount equivalent to the contract value of a customer lost by you through no fault of your own during the Initial Business guarantee Offering Period. The refund is equal to the then current Multiplier published and revised from time to time in the Franchised Business Policies and Procedures Manual times the amount of Initial Business not offered to you. For example, if you purchased a P-5,000 package and we offer you a total of \$4,500 in monthly Gross Dollar Volume within the Initial Business Offering Period, then a refund would be calculated at the then current Multiplier, which is 3.0 as of the date of this Franchise Disclosure Document, times \$500, which totals \$1,500. However, you may choose instead to reduce the size of the Package that you purchased. If you do, Coverall will refund the difference between the Franchise Fee you paid and the Franchise Fee customarily charged for the smaller Franchise Package. If, at the time of either refund you owe us money, then the amount of the refund will first be applied to any outstanding balance on any promissory note or other obligation you owe us, with any remaining sum paid to you. Such a refund fulfills our obligation to offer or provide any remaining portion of the Initial Business or replacement Initial Business, and as a condition of the refund, you will be required to sign a general release in favor of Coverall. After accepting this refund, if you decide to grow your business by acquiring customers from Coverall, you will have to purchase those customers. ***The refund will be your sole remedy.***

Coverall shall have no obligation to refund any portion of any payment made under your Janitorial Franchise Agreement if you are in breach of any material provision of the agreement, or any other agreement between you and Coverall, until all material breaches are cured.

ITEM 6 **OTHER FEES¹⁸**

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty ^{1 3 4}	5% of Gross Dollar Volume ¹	Deducted monthly on the last calendar day of the next month	"Gross Dollar Volume" means the total amount billed to the customer for your cleaning services.
Support Fee ^{1 2 3 4}	10% of Gross Dollar Volume ¹	Deducted monthly on the last calendar day of the next month	We provide business and support services, including the provision of additional training, promotional and sales assistance, billing, collection and certain record keeping, cash flow protection services, and assistance with customer relations.
Initial Equipment and Supply Package ¹⁶	\$925.00 - \$2,270.00	As incurred	Mandatory
General Liability Insurance ^{1 3 4 8 9 14}	\$116- \$351 monthly ¹⁰	Deducted monthly on the last calendar day of the next month	Participation in our program is optional. The amount depends upon your Gross Dollar Volume.
Coverall Accident Insurance Program ^{1 3 4 10 11 14}	2.4% of Gross Dollar Volume for the first shareholder or member owner, plus \$15.00 per month for each additional shareholder or member owner.	Deducted monthly on the last calendar day of the next month	Participation in our program is optional. The amount depends upon your Gross Dollar Volume.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Non-Conviction Janitorial Fidelity Bond or Alternative Non-Conviction Janitorial Fidelity Bond ^{8 14}	\$5 95 or \$11 45	Deducted monthly on the last calendar day of the next month	Participation in our program is optional and eligibility is determined from your background screening. In addition, depending upon the results of your background screening, you may not meet certain customer criteria and customers may want to reject your services.
Electronic Fund Transfer Fee ¹³	\$9 95	Deducted monthly on the last calendar day of the next month	Participation in our program is optional.
National Account Customer Retention ^{1 3 4}	Percentage, or another portion, determined at the time the customer is accepted or serviced	Deducted monthly on the last calendar day of the next month	Participation in our program is optional. You are not required to accept National Account Customers.
Operating Advance Fee ^{3 4 15}	Up to 10% of the amount advanced	Deducted on the last calendar day of the month following the advance	Charged on Operating Advances approved by Coverall.
Special Services Finder's Fee ^{1 3 4 7}	A one-time fee per service of 20% of total Special Services contract price ⁷	Deducted monthly on the last calendar day of the next month	No charge if you sell the service to the customer yourself.
Sales and Marketing Fee for Additional Business ^{1 3 5 6}	As published and revised from time to time in the Franchised Business Policies and Procedures Manual, not to exceed 5 0. Presently, 3 6 times one month's billing of the additional volume ⁶	Due when you accept customer(s)	Participation is optional. You are not required to obtain Additional Business through us. See Item 10 for financing options.
Bid and Negotiation Fee ^{3 4 17}	A one-time fee as published and revised from time to time in the Franchised Business Policies and Procedures Manual	As incurred	Participation is optional. You are not required to obtain assistance through us.
Franchise Transfer Fee ^{3 4}	A one-time fee as published and revised from time to time in the Franchised Business Policies and Procedures Manual	Before or at time of transfer	A transfer fee may be charged if franchise is sold, assigned, transferred, or conveyed.
Customer or Business Owed Administrative Transfer Fee ^{3 4}	See Remarks	Before or at time of transfer	10% of the customer Regular Service Volume, not to exceed \$500, or 10% of the dollar amount of Business Owed, not to exceed \$500, will be assessed to cover administrative costs if customers or Business Owed are transferred.
Audit Fee ^{3 4 19}	Cost of the Audit, will vary	As incurred	Payable only if an audit reveals a violation of the in-term restriction on your involvement in another commercial cleaning business or related business, or diverting customers to another entity.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Liquidated Damages ^{3 4}	\$500 per day	As incurred	May be charged only if your services to a customer are discontinued for any reason, and you do not timely return all keys, security codes and cards
Attorneys' Fees and Costs ^{3 4}	Will vary	As incurred	Payable only if we prevail in an action to enforce the Franchise Agreement
Indemnification ^{3 4}	Will vary	As incurred	You are solely responsible and must indemnify and hold us harmless for all loss, damage, claims or demands arising from your operation of your Coverall franchise
Franchise Application Fee	\$85 00	Due in full when the Franchise Agreement is signed	Coverall conducts background and financial investigations on all applicants This is a one-time, non-refundable fee and includes administrative costs
False Documentation/ Information Fee ¹²	Up to \$200 00	Deducted on your first monthly statement, or deducted from any refund due you if your Franchise Application is rejected	If Franchisee knowingly provides Coverall with false information on the Franchise Application, Coverall, at its sole discretion, will charge a False Documentation Fee This is a one-time, non-refundable fee and includes administrative costs

¹Billing and Collection Services We have the exclusive right to bill and collect in your business name from the customers that you service. We will invoice them on your behalf for your services and any supplies purchased by them. The customers pay us, then we pay you the balance remaining after deductions for your royalty and support fees, any note payments, the cost of supplies and/or equipment purchased by you from us, and any other authorized deductions (for example insurance premiums or electronic funds transfer fee) (the "Authorized Deductions"). If applicable, Coverall will remit on your behalf any state sales tax collected from your customers to the appropriate state taxing authority. Coverall reserves the right to apply the full amount received from any customer who cancels your services for any reason to reduce any financed or other debt owed by you to Coverall.

Royalty and support fees are based on monthly Gross Dollar Volume for all services, including special services and any one-time building cleaning and maintenance services (e.g., carpet cleaning and hard floor maintenance) which you perform for any customer. The Initial Training Program is included in the Initial Franchise Fee. Royalty and support fees may be discounted by Coverall in our sole discretion.

National Account Customers With the exception of National Account Customers, you are entitled to receive the total amount collected from each customer, less all authorized deductions. National Account Customers are customers that have multiple national or regional locations. Coverall may retain a percentage, or another specified portion, of the total amount collected from the National Account Customer (the "Retention"). Therefore, the amount that you will receive for servicing a National Account Customer location may not be equivalent to a pro-rata share of the total monthly amount that is collected from that National Account Customer, or equivalent to a pro-rata share of the total monthly amount that is collected from that National Account Customer for the location serviced by you. To the extent that there is excess Retention, those funds are kept by Coverall. Royalty and support fees are billed to that National Account Customer. The Retention, however, does not affect the amount of Regular Service Volume offered to you to fulfill either your Initial Package or sold to you as Additional Business. If you accept a National Account Customer as Additional Business, then the Retention is in addition to the Sales and Marketing Fee you pay for Additional Business. If you accept a National Account Customer, the Service Agreement will not be assigned to you.

²Cash Flow Protection Program Under our Cash Flow Protection Program, we will advance [loan] to you amounts billed to the customers, whether or not we have collected from the customer. Advances will be made no earlier than the last calendar day of the first month (if the last calendar day of the month falls on a weekend and/or holiday, payment will be made on the next business day) following the month the services were provided. Advances attributable to billings for any one customer shall not exceed an amount equal to billings for sixty (60) days and shall not remain outstanding for a period exceeding ninety (90) days from the date on which the amount of the billing was due from the

customer. If advances remain uncollected from the customer at the end of ninety (90) days, Franchisee shall repay Coverall the total amount of the advance.

³All fees are imposed by and payable to us.

⁴**These fees in this Item 6 are nonrefundable.**

⁵**Additional Business** We may occasionally offer you a new customer (including a National Account Customer), an increase in Regular Service Volume for a customer currently serviced by you, or a customer to fulfill your Initial Package or Business Owed the contract value of which exceeds the amount that we are obligated to offer you ("Additional Business"). You may accept or refuse Additional Business. As a condition of acceptance and purchase of Additional Business, you will be required to sign a general release in favor of Coverall. (See attached Exhibit G, Franchised Business Customer Acceptance Forms.)

⁶**Sales and Marketing Fee for Additional Business** The sales and marketing fee is charged for customers purchased by you from us to grow your business. (You do not have to purchase Additional Business from us.) The sales and marketing fee will be the then-current Multiplier published and revised from time to time in the Franchised Business Policies and Procedures Manual. As a condition of your acceptance and purchase of Additional Business, you will be required to sign a general release in favor of Coverall. (See attached Exhibit G, Franchised Business Customer Acceptance Forms.) The current Multiplier is 3.6 times one month's Gross Dollar Volume for the Additional Business. The multiplier may not exceed 5.0. For example, if we offer and you accept Additional Business in the amount of \$1,500.00 in monthly Gross Dollar Volume, at the current rate of 3.6 times, you will pay a sales and marketing fee of \$5,400.00. The amount of the sales and marketing fee that you will pay will be specified in writing at the time you accept Additional Business.

Once Coverall's obligation to offer you Initial Business has been fulfilled, we have no obligation to offer you Additional Business. If we offer you Additional Business that you have not specifically requested and you accept it, we may finance up to fifty percent (50%) of the sales and marketing fee. The amount that you pay for Additional Business is non-refundable, and if you financed the purchase of Additional Business through Coverall, you remain obligated to continue to pay Coverall. Coverall reserves the right to apply the full amount received from any customer who cancels your services for any reason to reduce any financed or other debt owed by you to Coverall.

If you locate or solicit new business on your own, you will not be charged a sales and marketing fee. However, royalty and support fees will be charged. We do not guarantee new business that you obtain, and billing and collection of all new business obtained by you shall be performed through Coverall, unless otherwise agreed by Coverall in writing.

⁷**Special Services Finder's Fees** Special Services Finder's Fees are applied to one-time services contracts, for example, window cleaning and strip and refinishing floors, unless you sell the service to the customers yourself and furnish all equipment, supplies and labor, in which case no finder's fee is payable. Royalty and support fees are charged. Special Services Finder's Fees may be discounted by Coverall in our sole discretion.

⁸**Business Protection Program** Under our Business Protection Program, we may make available to you and you may wish to participate in the Coverall general liability insurance and bonding program, which have been placed through a major insurance company. Your background screening is used to determine your eligibility for either the Janitorial Fidelity Bond or the High-Risk Janitorial Fidelity Bond portion of the Business Protection Program. The Business Protection Program is subject to cancellation.

YOU MAY BE ABLE TO PROCURE THIS COVERAGE INDEPENDENTLY FOR LESS THAN THE COST OF PARTICIPATING IN COVERALL'S INSURANCE PROGRAMS

As described in Items 8 and 11, you must obtain this insurance according to minimum specifications.

Participation in Coverall's Business Protection Plan provides the Franchisee with general liability insurance and fidelity bond coverage as described in Items 8 and 11. The deductibles and plan limits for Coverall's Business Protection Plan are as follows:

<u>Business Protection Plan limits¹</u>	<u>Deductible</u>
<u>General Liability</u> = \$1,000,000 per occurrence, with \$2,000,000 maximum per policy year	\$1,000 per occurrence
<u>Non-Conviction Janitorial Fidelity Bond</u> = \$1,000,000 per occurrence, and a \$1,000,000 maximum limit per policy year	\$5,000 per occurrence
<u>Umbrella</u> = \$8,000,000 per occurrence, with \$8,000,000 total of claims covered during the policy period	\$10,000 per occurrence

¹Defense costs and other allocated loss adjustment expenses are in addition to limits

If you enroll in Coverall's Business Protection Plan, Coverall will waive (the "Waiver") certain of its contractual indemnification rights against you except for the applicable deductibles under the Plan (see Paragraph 20 of the Janitorial Franchise Agreement Exhibit A 1) Accordingly, Coverall will not look to you for such contractual indemnification rights, to the extent that you are provided coverage for these acts by the Plan

Coverall's Business Protection Plan, including Coverall's waiver, **does not provide** coverage for the following 1) Workers' Compensation 2) Automobile 3) Medical 4) Dental 5) Plan Deductibles 6) Items Not Covered by the Applicable Policy

YOU ARE NOT REQUIRED TO PARTICIPATE IN THE COVERALL BUSINESS PROTECTION PLAN YOU MAY BE ABLE TO OBTAIN THIS COVERAGE AT A LOWER COST ON YOUR OWN THE FEES PAID TO PARTICIPATE IN THE COVERALL BUSINESS PROTECTION PLAN EXCEED THE COST TO COVERALL FOR THESE PROGRAMS THESE EXCESS FUNDS ARE RETAINED BY AND INURE SOLELY TO THE BENEFIT OF COVERALL COVERALL TYPICALLY MAKES A PROFIT ON ITS BUSINESS PROTECTION PROGRAM

⁹These amounts apply to the monthly dollar volume being serviced by Franchisee

¹⁰**On-The-Job Accident Program** You may want to participate in our Franchise Owner On-the-Job Accident Insurance Program (the "Coverall Accident Insurance Program") **This is not worker's compensation insurance and does not provide the scope of benefits available to you under a worker's compensation insurance policy** The Coverall Accident Insurance Program provides coverage for the Franchisee and not Franchisee's employees As described in Items 8 and 11, if you do not participate in the Coverall Franchise Owner On-the-Job Accident Insurance Program and are not covered by a workers' compensation policy, you must obtain comparable insurance coverage according to our minimum specifications, which may change from time to time The rate charged to participate in the Coverall Accident Insurance Program is subject to change Any changes in the minimum specifications or rates will be stated in the Coverall Franchised Business Policies and Procedures Manual and/or by a written notice from us advising you of the changes The Coverall Accident Insurance Program is subject to cancellation The current Coverall Accident Insurance Program plan limits are as follows

BENEFIT	LIMITS
ACCIDENTAL DEATH Principal Sum Incurral Period Deductible Amount	\$150,000 365 Days \$0
ACCIDENTAL DISMEMBERMENT Principal Sum Incurral Period Deductible Amount	\$150,000 365 Days \$0
PARALYSIS Principal Sum Incurral Period	\$150,000 365 Days

BENEFIT	LIMITS
TEMPORARY TOTAL DISABILITY Commencement Period (Initial Disability) Waiting Period Participation Percentage Maximum Weekly Benefit Amount Maximum Benefit Period	90 Days 7 Days 70% \$500 52 Weeks or to age 70, whichever occurs first
CONTINUOUS TOTAL DISABILITY Participation Percentage Maximum Weekly Benefit Amount Maximum Benefit Period	70% \$500 4 years or to age 70, whichever occurs first
ACCIDENT MEDICAL EXPENSE Commencement Period Deductible Amount Maximum Benefit Period Maximum Benefit Amount	90 Days \$0 104 Weeks \$500,000
DENTAL	\$250/tooth per accident, not to exceed \$2,500
OCCUPATIONAL DISEASE Maximum Benefit Amount	\$500,000

YOU ARE NOT REQUIRED TO PARTICIPATE IN THE COVERALL ACCIDENT INSURANCE PROGRAM. YOU MAY BE ABLE TO OBTAIN THE REQUIRED COVERAGE AT LOWER COST ON YOUR OWN. THE FEES PAID TO PARTICIPATE IN THE COVERALL ACCIDENT INSURANCE PROGRAM EXCEED THE COST TO COVERALL FOR THE PROGRAM. THESE EXCESS FUNDS ARE RETAINED BY AND INURE SOLELY TO THE BENEFIT OF COVERALL. COVERALL TYPICALLY MAKES A PROFIT ON ITS ACCIDENT INSURANCE PROGRAM.

¹¹If you elect to participate in Coverall's Franchise Owner On-the-Job Accident Insurance Program, then your rate will be 2.4% per month for the first shareholder or member owner, plus \$15.00 per month for each additional shareholder or member owner. These rates may change as provided in Footnote 10 above. (These rates include a 2% administration fee charged by Coverall.) Since the premium is a percentage of your monthly Gross Dollar Volume, you may be able to procure this coverage elsewhere for less than the cost of participating in this Program. Coverall makes a profit on its Accident Insurance Program.

¹²If you knowingly provide Coverall with false information on the Franchise Owner Application, then Coverall, at its sole discretion, will charge a False Documentation/Information Fee in order to recover its administrative and other costs. This fee will not exceed \$200, unless otherwise stated in the Coverall Franchised Business Policies and Procedures Manual.

¹³**Electronic Fund Transfer Fee.** If you choose to have your monthly Franchise distribution deposited via electronic fund transfer ("EFT") to your business bank account, then you must pay Coverall a fee for this service. The fee is currently \$9.95 per month. Any change in this fee will be stated in the Coverall Franchised Business Policies and Procedures Manual. This service may not be available in your Support Center.

¹⁴If Franchisee fails to obtain any or all insurance as specified herein and approved by Coverall, Coverall may (but shall not be required to), in addition to other remedies, purchase such insurance for the benefit of Franchisee in which event Franchisee agrees to promptly reimburse Coverall for the cost. In the event it becomes necessary for Franchisee to reimburse Coverall for the costs of insurance, Franchisee authorizes Coverall to deduct the costs of the insurance, on a monthly basis, or as is otherwise necessary, from amounts billed and collected from Franchisee's customers.

¹⁵**Operating Advance.** Coverall may in its sole discretion, advance funds to you ("Operating Advance") [in addition to our Cash Flow Protection Plan] against your customer receivables. You are required to repay such advances on the 30th day following the date upon which the advance is made along with the fee.

¹⁶**Initial Equipment and Supply Package.** The equipment, chemicals and supplies that you purchase for your Franchised Business must satisfy Coverall's specifications. You will receive the specifications at Initial Training. If you choose, you may purchase your equipment, chemicals and supplies from Coverall, and Coverall may agree to finance such purchases. See Exhibit A to A.1 for Coverall's current pricing of the Initial Equipment and Supply

Package as of the date of this Disclosure Document. The items included in Coverall's Initial Equipment and Supply Package and pricing of each package are subject to change, and any changes will be stated in the Coverall Franchised Business Policies and Procedures Manual or written notice from us advising you of the changes.

¹⁷Bid and Negotiation Fee If you request assistance from us with bidding (for example, establishing the contract price) for a potential customer, there will be a one-time fee, as published and revised from time to time in the Franchised Business Policies and Procedures Manual. The current fee is 1.5 times one month's Regular Service Volume of the customer. For example, if Coverall assists you in completing a bid for a customer with a monthly Gross Dollar Volume of \$2,000.00, then at the current rate of 1.5 times, your bid and negotiation fee would be \$3,000.00.

¹⁸All fees are uniformly imposed except in those instances where Coverall reserves discretion with regards to the amount of the fee to be imposed, or where the amount of the fee cannot be determined until the occurrence of the event that triggers the imposition of the fee.

¹⁹Audit Fee If Coverall conducts an audit of your Franchised Business records and discovers that you are in violation of the in-term restriction against your involvement in another commercial cleaning or related business, or against diverting customers to another entity, then you must pay Coverall for any expenses or costs incurred in conducting the audit.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee ^{1 2 3 4}	\$14,175-\$40,320 ^{1 2 3 4}	As Arranged ¹	At signing of Franchise Agreement ¹	Coverall
Initial Equipment and Supply Package ³	\$925 - \$2,270 ⁴	As Arranged	As Incurred	Coverall or Supplier
Corporate Filings, Banking, Business License, and Permits ⁴	\$175-\$475 ²	As Arranged	As Incurred	State and local government, Financial Institution, as applicable
Office Supplies & Equipment ^{2 4 5 12}	\$0-\$100 ²	As Arranged	As Incurred	Supplier
Apparel ^{2 4 6}	\$0-\$100 ²	Lump Sum	As Incurred	Coverall
Misc. Pre-Opening Costs ^{2 4}	\$0-\$200 ²	As Arranged	As Incurred	Supplier
Additional Funds (four months) ^{2 4 7 8 9 10}	\$314-\$3,400 ²	As Arranged	As Incurred	Supplier
General Liability Insurance ⁸	\$116-\$351 monthly	Deducted Monthly	Deducted on the last calendar day of the next month	Coverall or Supplier
Franchise Owner On the Job Accident Insurance ⁸	2.4% of monthly Gross Dollar Volume for the first shareholder or member owner, plus \$15.00 per month for each additional shareholder or member owner	Deducted Monthly	Deducted on the last calendar day of the next month	Coverall or Supplier
Automobile Insurance ¹⁴	\$1,200 - \$3,000	As Arranged	As Incurred	Supplier
Workers' Compensation Insurance ¹³	\$11.88 - \$22.52 per \$100 of payroll dollars incurred by your franchised business	As Arranged	As Incurred	Supplier
Vehicle ¹⁴	\$225 - \$900	n/a	n/a	n/a
Total^{1,2,9,10,11}	\$17,178 - 51,356²			

¹You may choose to finance a portion of the Initial Franchise Fee as described in Items 5 and 10

²Most amounts are affected by the size of the Franchise Package you purchase. Generally, the greater the Initial Business purchased, the greater the amount of the initial investment. (See Item 5.)

³The Initial Franchise Fee is discussed in detail in Item 5. We offer financing for the Initial Franchise Fee at 6%, 9%, or 12% interest as described in Item 10. The term of the loan is up to 30 months depending upon the franchise package you purchase, described in Item 5 and Item 10. We will provide you with initial training and start-up cleaning customers, all of which are included in the Initial Franchise Fee (See Exhibit A to A 1 for a detailed list of equipment, chemicals and supplies that you will need to purchase to start your Franchised Business). The commercial janitorial industry is highly competitive, and customers can be lost for any number of reasons, including but not limited to, poor service, the customer chooses a lower priced provider, the customer goes out of business or files for bankruptcy protection, economic circumstances cause the customer to terminate outside vendors. Because of these factors, we are unable to predict with any certainty the point at which you might recover your initial investment in your franchised business.

⁴These fees are nonrefundable. Your Coverall Franchised Business must be owned and operated by a corporation or limited liability company, and you must keep separate accounting, banking, and financial records for your Coverall Franchised Business. Prior to signing the Franchise Agreement, you must form a corporation or limited liability company, obtain a Federal Employer Identification Number, and obtain a business license, if applicable. You will need to open a business checking account in connection with your business.

⁵Includes office supplies, business cards, and identification badges.

⁶You are required to purchase approved apparel at a cost of about \$15-\$30 per person for all persons performing services for your Franchised Business. Although we sell approved apparel, you are not required to purchase apparel from us. However, we must approve the use of any Coverall® Marks appearing on apparel purchased from third parties.

⁷You will need additional funds for expenditures during the start-up phase to the extent that these costs are not covered by your initial Gross Dollar Volume. We define the start-up phase to be four months after you begin servicing your first customer. If you purchase a P-2000, you may need to purchase a floor polisher, the purchase cost of which has been included in the maximum amount. We offer financing for the purchase of equipment from us as described in Item 10. The "additional funds" category reported here is not an assurance that additional working capital will not be needed. Your own managerial ability and other factors beyond our control may result in additional start-up expenditures or time.

⁸The cost of insurance varies depending upon your prior history, terms of payment, and various other factors. The range of prices for comprehensive liability insurance purchased through our Business Protection Program is ordinarily \$116 to \$351 per month, depending on your Gross Dollar Volume. The range of prices for job related accident insurance purchased through Coverall is ordinarily \$48 to \$240 per month, for \$2,000 and \$10,000 Franchise Packages, respectively, for the first shareholder or member owner, plus \$15.00 per month for each additional shareholder or member owner. The rate for Coverall's Accident Program will be 2.4% (including Coverall's 2% administration fee) of monthly Gross Dollar Volume for the first shareholder or member owner, plus \$15.00 per month for each additional shareholder or member owner. Coverall's rates for insurance coverages are subject to change per footnote 10 in Item 6. If such change(s) is made, the premium may differ by state(s). The fees collected by Coverall from its franchisees for participation in the Business Protection Program or the Accident Program may exceed the cost to Coverall for these programs. Fees in excess of cost are retained by Coverall. Coverall typically makes a profit on these programs.

⁹We do not require you to purchase or lease any real estate. Most franchisees operate their franchises from home. In addition, since most franchisees do not have employees during the start-up phase, payroll costs are not included here.

¹⁰These figures are estimated and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as how well you follow our Coverall Program, your management skill, experience, and business acumen, local economic conditions, the local market for cleaning services, customer retention rate, and competition. We relied on our experience in the commercial cleaning business since 1985 to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

¹¹This amount includes the Initial Franchise Fee, a portion of which may be financed

¹²You are required to have access to a personal computer or hand-held device with Internet access and full-web browser capabilities, and the ability to send and receive electronic mail. However, we are not specifying what type of device you use to access the Internet and electronic mail.

¹³If you have employees, you must also obtain workers' compensation insurance for state statutory limits. In addition, if anyone other than a franchised business owner provides services to customers on behalf of your franchised business, then you must obtain workers' compensation insurance, regardless of state law. Coverall does not offer a worker's compensation program to offer to its franchise owners at this time. Workers' compensation coverage rates can range from \$11.88 to \$22.52 per \$100.00 of payroll dollars incurred by your franchised business. Some insurance companies require an up-front deposit to purchase worker's compensation insurance.

¹⁴You will need a vehicle in connection with this business. The low estimate is for fuel and routine maintenance only and assumes you have an insured vehicle. The high estimate assumes you do not already have an insured vehicle and need to lease one or make payments on a purchased one.

ITEM 8

RESTRICTIONS ON SOURCES

OF PRODUCTS AND SERVICES

Quality control is an important part of the Coverall Program. The success of a national franchise system depends upon high standards and uniformity of workmanship. In order to achieve these high standards, proper cleaning agents, supplies, and equipment must be used.

SUPPLIES AND EQUIPMENT

We use our purchasing power to negotiate arrangements with some suppliers for your benefit, which typically represent a savings to you of 5-10% off the manufacturer's retail list price. We may charge a mark-up on these sales. You are not required to purchase any goods, services, supplies, fixtures, equipment, or inventory, for your business from us. The cost of equipment, chemicals, supplies, and apparel purchased in accordance with specifications, through us or another approved supplier, represents (along with the purchase of required insurance) 70-80% of your non-payroll expenditures in establishing and operating your commercial cleaning franchise. This percentage does not include labor costs or the purchase of Additional Business.

Due to quality, control and branding considerations, you must purchase and use in your Franchised Business, supplies and equipment according to our specifications as set forth in directives issued from time to time and/or as published and revised from time to time in the Franchised Business Policies and Procedures Manual. We identify approved suppliers and approved equipment, chemicals, and supplies. A current list of approved suppliers is available in Coverall's Franchised Business Policies and Procedures Manual. We are an approved supplier of cleaning chemicals, janitorial supplies, cleaning equipment, and apparel. Approval qualification criteria include requirements such as the identification of product composition and compliance with OSHA requirements. If you would like to purchase non-approved equipment, chemicals, and supplies, you must submit a "Request for Approval" form, a sample of the proposed product or equipment (if possible), the Material Safety Data Sheet for the chemicals and the manufacturer's specifications. Upon receipt, we will test for performance indications, including cleaning efficiency, safety, ease of application, durability, and economy, and notify you of our approval or disapproval within 30 days. There is no fee for this service. We will approve an item after this test if it meets approved supplier qualifications and the performance standards of a comparable, approved product. If we or a customer specify the use of specific products or equipment, you are obligated to purchase and use the specified products or equipment.

On or before the completion of Initial Training, if you do not purchase a starter-kit of equipment, chemicals and supplies from Coverall, you must demonstrate to Coverall that you have purchased the specified equipment, chemicals and supplies necessary to get started in your business. This is a one-time requirement.

We reserve the right to revoke our approval of a supplier, product or equipment if it is determined that it no longer meets quality standards. Upon written notification of revocation, you must cease using the disapproved supplier or product.

No officers of Coverall have any ownership interest in any suppliers used by Coverall.

In the 2016 fiscal year, our revenues from the sale of all equipment, chemicals, supplies, insurance, and apparel to janitorial franchisees were \$12,737,000 or 20.3% of our total revenues of \$62,781,000. We received discounts from vendors of 20% to 50% on our purchases of equipment, chemicals and miscellaneous supplies, which we re-sell to our janitorial franchisees. You may or may not receive the full benefit of these discounts. In addition, in 2016, we received rebates totaling \$166,000 from vendors. We retain, at our sole discretion, all rebates. All or some portion of any rebate may, at Coverall's sole discretion, be allocated to The Coverall Foundation, Inc. Neither CNA nor any of its affiliates receive any rebates on any service franchisees' sale of equipment, chemicals, supplies, insurance, and uniforms to their franchisees.

COMPUTER EQUIPMENT

You are required to have access to a personal computer, or hand-held device, such as a cell phone, with Internet access and the ability to send and receive electronic mail and full-web browsing capabilities. You must provide Coverall with an electronic mail address. We are not specifying what type of device you use, as long as you have the ability to send and receive electronic mail and full-web browsing capabilities via the Internet.

INSURANCE SPECIFICATIONS

You are required, at your sole expense, to maintain insurance naming us as an additional insured on the face of each policy. You must obtain comprehensive liability insurance covering property damage, loss and personal injury in amounts not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and a \$5,000,000 umbrella policy. Your comprehensive liability insurance may not contain an exclusion for property in your care, custody, and control. Participation in Coverall's Business Protection Program provides Franchisee with the \$1,000,000 per occurrence, \$2,000,000 in the aggregate general liability coverage and an \$8,000,000 umbrella, and Franchisee is named as an additional insured on Coverall's policy. (See Item 6 for Business Protection Plan limits.)

You must obtain comprehensive automobile liability insurance, including personal injury and property damage insurance, in the minimum amount of \$50,000, the amount required by state law, or the amount required by your customers. Participation in Coverall's Business Protection Program does not provide you with this coverage.

If you have employees, you must also obtain workers' compensation insurance for state statutory limits. In addition, if anyone other than a franchise owner provides services to customers on behalf of your franchised business, you must obtain workers' compensation insurance, regardless of state law. Coverall does not have a worker's compensation program to offer to its franchise owners at this time.

If you do not have workers' compensation insurance covering the owners of the franchised business, then you must obtain on-the-job accident insurance for yourself, with minimum coverage as follows: accidental death (\$20,000.00), accidental dismemberment (\$20,000.00), paralysis (\$20,000.00), temporary total disability (\$500.00 per week for 52 weeks), continuous disability (\$500.00 per week for 52 weeks), and accident medical expense (maximum benefit of \$50,000.00 for 52 weeks). The Coverall Accident Insurance Program has higher limits. (See Item 6 for Franchise Owner On-the-Job Accident Insurance Program Plan limits.)

You must also maintain employer's liability insurance in amounts no less than \$100,000 each accident, and comply with all state and federal laws to maintain a proper unemployment insurance account.

You must also obtain janitorial bonding in a minimum amount of \$100,000. Participation in Coverall's Business Protection Plan provides janitorial bonding coverage \$1,000,000 per occurrence, and a \$1,000,000 maximum limit per policy year.

You may be able to procure the required insurance coverage elsewhere for less than the cost of participating in Coverall's insurance programs. If you choose to procure insurance on your own, you must provide proof of all required insurance to Coverall within ten (10) days of signing your Janitorial Franchise Agreement and upon demand by Coverall at any time during the term of your Janitorial Franchise. Failure to provide proof of insurance may result in suspension of the Initial Business Offering Period. All of your insurance policies shall name Coverall as an additional insured. If Franchisee fails to obtain any or all insurance as specified herein and approved by Coverall, Coverall may (but shall not be required to), in addition to other remedies, purchase such insurance for the benefit of Franchisee in which event Franchisee agrees to promptly reimburse Coverall for the cost, or if available, automatically enroll you in the applicable Coverall insurance program and deduct the premiums monthly. In the event it becomes necessary for Franchisee to reimburse Coverall for the costs of insurance, Franchisee authorizes Coverall to deduct the costs of the insurance, on a monthly basis, or as is otherwise necessary, from amounts to be paid by Coverall to Franchisee. (See Item 6.) We will notify you of any modifications to the policy limits set forth above. Coverall reserves the right to

change or modify all required coverages and premium rates. These programs are subject to cancellation, and minimum coverages are subject to increase or decrease from time to time in accordance with changes made to the Coverall Franchised Business Policies and Procedures Manual and/or by Coverall providing you with written notice advising you of change(s).

We do not provide any material benefits to you if you buy from sources we approve.

BILLING AND COLLECTIONS

All of the commercial cleaning services that you provide must be through your franchised business with all billing and collection done through Coverall. If you obtain a customer on your own, unless otherwise agreed by Coverall in writing, billing and collection services for that customer shall be performed by Coverall. If applicable, Coverall will pay any state sales tax collected from your customers to the appropriate state taxing authority.

ITEM 9 **FRANCHISEE'S OBLIGATIONS**

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

Obligation	Section In Agreement	Disclosure Document Item
a Site selection and acquisition/lease	Not Applicable	7, 11
b Pre-opening purchases/leases	Not Applicable	7, 8
c Site development and other pre-opening requirements	Not Applicable	7, 11
d Training	Sections 9, 16A, 17A & B of Franchise Agreement	11
e Opening	Not Applicable	11
f Fees	Sections 4, 5, 6, 7, 17, 25 of Franchise Agreement, Promissory Note, Sections 2, 5, 10 of Equipment Purchase Agreement	5, 6, 7, 11
g Compliance with standards and policies/Operating Manual	Sections 11, 12, 17, 22 of Franchise Agreement	5, 8, 11
h Trademarks and proprietary information	Sections 1, 11, 17, 18, 23 of Franchise Agreement	13, 14
i Restrictions on products/services offered	Section 18 of Franchise Agreement	8, 16
j Warranty and customer service requirements	Sections 17 & 22 of Franchise Agreement	5, 6, 8, 11
k Territorial development and sales quotas	Section 3 of Franchise Agreement	1
l Ongoing product/service purchases	Sections 12 & 17 of Franchise Agreement, Equipment Purchase Agreement	8
m Maintenance, appearance and remodeling requirements	Not Applicable	
n Insurance	Section 17F of Franchise Agreement, Equipment Purchase Agreement page 3	6, 7, 8, 11
o Advertising	Sections 2, 16, 18, 23B of Franchise Agreement	6, 11
p Indemnification	Sections 19 & 20 of Franchise Agreement	
q Owner's participation/management/ staffing	Sections 9, 17, 19 of Franchise Agreement	15
r Records/reports	Sections 13, 15, 16, 17, of Franchise Agreement	6
s Inspections/audits	Sections 12, 14, 15, 17 of Franchise Agreement	
t Transfer	Sections 6, 21 of Franchise Agreement	6, 17
u Renewal	Section 2 of Franchise Agreement	17
v Post-termination obligations	Sections 23 of Franchise Agreement	17
w Non-competition covenants	Section 18 of Franchise Agreement	17
x Dispute resolution	Section 24 & 25 of Franchise Agreement	17
y Equipment maintenance and repairs	Section 17 of Franchise Agreement	
z Certification	Section 38 of Franchise Agreement	
aa Guaranty of Franchise Obligations	Section 37 of Franchise Agreement	15

ITEM 10
FINANCING

SUMMARY OF FINANCING OFFERED									
ITEM FINANCED (SOURCE)	AMOUNT FINANCED	DOWN PAYMENT	TERM	APR	MONTHLY PAYMENT	PREPAY PENALTY	SECURITY REQUIRED	LIABILITY UPON DEFAULT	LOSS OF LEGAL RIGHT ON DEFAULT
Initial Franchise Fee ^{1 2 7 9} (Coverall)	\$7,087 50 - \$18,063 36 ^{1 2}	\$7,087 50 - \$22,256 64 ²	1 year to 30 months, dependent upon the franchise package ¹	6%, 9%, or 12%, dependent upon the franchise package and financing term ¹	12 to 30 equal monthly installments, dependent upon the franchise package and financing term ¹	None	Shareholder/ Member guaranty ³	Late penalty, acceleration of amounts due, fees ⁴	None ⁵
Equipment Purchases ^{3 6 7} (Coverall)	Up to 100%	0 - up to 100%	Up to 24 mos	18%	Varies	None	Shareholder/ Member guaranty and pledge of equipment ³	Late penalty, acceleration of amounts due, remove equipment ⁴	None ⁵
Additional Business ^{7 9} (Coverall)	Negotiable, Up to 50% ⁸	Negotiable, Up to 50% ⁸	Up to 12 mos	12%	Varies	None	Shareholder/ Member guaranty ³	Late penalty, acceleration of amounts due, fees ⁴	None ⁵
Bid and Negotiation Fee ¹⁰	Up to 100%	0 – up to 100%	Up to 12 months	12%	Varies	None	Shareholder/ Member guaranty ³	Late penalty, acceleration of amounts due, fees ⁴	None ⁵

¹Depending on the Franchise Package you choose the Initial Franchise Fee ranges from \$14,175 00 to \$40,320 00. If you pay this initial fee in cash, you will receive a 5% discount as described in Item 5. In lieu of the cash discount, veterans qualify for a 10% veterans' discount on the Initial Franchise Fee. Veterans participating in the VetFran Program described in Item 5 receive a 25% discount on the Initial Franchise Fee. In order to assist credit-worthy franchisees in the purchase of the business, we will typically finance between \$7,087 50 and \$18,063 00. The financed amount is currently evidenced by a Promissory Note and is payable over a 1 year to 30 month period depending upon the franchise package and the financing term you choose from the following options:

Franchise Package	Interest Rates & Financing Terms		
	Financing Terms Available		
	12 mo	18 mo	24 mo
P-2,000	6%	9%	12%
P-3,000	6%	9%	12%
	Financing Terms Available		
	18 mo	24 mo	30 mo
P-4,000	9%	12%	12%
P-5,000	9%	12%	12%
P-7,000	9%	12%	12%
P-10,000	9%	12%	12%

If Coverall agrees to temporarily suspend payment on any financed obligation, interest will continue to accrue on the outstanding balance. We reserve the right to change the terms, interest rate, and amounts financed (A copy of our Promissory Note appears in this disclosure document as an attachment to Exhibit A 1). We reserve the right to change the method by which we offer financing to franchisees so that in lieu of our accepting franchisees' promissory notes, we may offer franchisees lines of credit and/or make available financing through third party lenders upon terms and conditions to be determined by the third party lenders. We reserve the right to sell, assign, or discount promissory notes to a third party.

²The Initial Franchise Fee is uniform except as described in Item 5.

³The Equipment Promissory Note must be secured by the equipment, which shall be the collateral for such security interest. The Promissory Note and Equipment Purchase Agreement, if any, as well as all sums due under the Franchise Agreement, must be guaranteed individually by you, members and shareholders (See Guaranty form).

⁴If you do not pay on time, we can charge a late penalty. In the case of nonpayment or other default under the Promissory Note, or any financing provided by Coverall, or breach of the Franchise Agreement or any other agreement with us, we can require immediate payment of all amounts due, and/or terminate your franchise, and we can also collect our attorneys' fees and costs. (See Promissory Note). Under the Equipment Purchase Agreement, we can require immediate payment of all amounts due and take back the equipment (Equipment Purchase Agreement, Paragraphs 2 and 10). Your obligation to pay your financed debt to Coverall is not dependent upon your franchised business generating revenue. You must make your monthly payment until the debt is paid in full, failure to do so can result in a declaration of default and imposition of late fees.

⁵There is no waiver of legal rights in any financing contract.

⁶The interest rate on financed equipment purchases is 18% or the highest rate permitted by your state, whichever is less, on the unpaid balance.

⁷Monthly payments are due on the last calendar day of each month, beginning in the first month following the month in which service of the financed customer begins (Franchise Agreement, Paragraph 7A). Under the Franchise Agreement, we deduct payments due us from funds paid by janitorial customers for services. However, failure of a customer to pay does not relieve you of your obligation to make monthly payments on your financed debt, and if in any given month your Gross Dollar Volume is zero, you must make your note payment to Coverall. If Coverall agrees to temporarily suspend payment on any financed obligation, interest will continue to accrue on the outstanding balance. See Item 11 for a description of our billing and collection services (Franchise Agreement, Paragraph 16). With the exception of equipment purchases, we do not presently make available financing for franchisees with other sources, but we may in the future make financing available to you through a third party lender upon terms and conditions satisfactory to the third party lender.

⁸We usually finance up to 50% of the sales and marketing fee for Additional Business offered to you by Coverall. Additional Business requested by you must be paid for in full prior to Coverall offering you the requested amount of Additional Business, and as a condition of acceptance and purchase of Additional Business, you will be

required to sign a general release in favor of Coverall (See attached Exhibit G, Franchised Business Customer Acceptance Forms)

⁹Visa and MasterCard credit cards may be used to pay for the down payment or the financed portion of the Initial Franchise Fee. These credit cards may also be used to pay for all or any part of the down payment or the financed portion of the sales and marketing fee for Additional Business. The interest rates on Visa and MasterCard vary according to your vendor. You must check your card agreement to determine your interest rate.

¹⁰We usually finance up to 100% of a Bid and Negotiation Fee. If you request assistance with bidding (for example, establishing the contract price) for a potential customer, there will be a one-time fee.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Coverall is not required to provide you with any assistance

PRE-OPENING ASSISTANCE

Before you open your business

(1) We will license you to use the names and service marks "Coverall Health-Based Cleaning System[®]," "Coverall[®]," and the Coverall Design, or such other name, mark, or logo as we may direct during the term of the Franchise Agreement (Franchise Agreement, Paragraph 1)

(2) We offer a starter-kit of equipment, chemicals and supplies for purchase (Franchise Agreement, Paragraph 17, and Exhibit A to A 1)

(3) We will provide you with a training program as set forth below (Franchise Agreement, Paragraph 9 and 17)

Since you do not receive an exclusive territory, you may operate your franchise from any location that you choose, therefore, we do not offer site selection assistance

TRAINING

Coverall's current Franchised Business Initial Training Program, based on our proprietary Coverall Core 4[®] Process, consists of the following

The Coverall Initial Training Program is mandatory for the person(s) who signs the Franchise Agreement or any designees approved by us in writing, and for transferees of the franchise. Your employees, as approved by Coverall, may also attend training, pursuant to your request, however, you remain responsible for their training. The Training Program is conducted at one of our Support Centers or other designated facility and/or onsite at Coverall System customer facilities, usually within commuting distance of your residence. Any travel or living expenses you may have will be minimal.

The 40+ hour training program consists of classroom and hands-on instruction on, among other things, cleaning tools and techniques, customer service, and business management basics. It may take up to eight (8) weeks to complete the Initial Training Program.

The Training Program is available in printed or electronic format from your Support Center. To assist you with training your employees, your employees who sign Confidentiality Agreements may be permitted to access the training modules related to cleaning task execution only. Coverall reserves the right to revoke your access to the Training Program at any time for any reason.

During Initial Training, we distribute manuals and other instructional materials. All manuals are available for you to view at your local Support Center before you purchase your Coverall Franchised Business. Prior to viewing any manuals, you will be required to sign a Non-Disclosure Agreement attached to this Disclosure Document as Exhibit F. At Coverall's sole discretion, all Coverall manuals and instructional materials may be provided to you in electronic format or printed copy. All Coverall instructional materials shall remain the property of Coverall and must be returned upon expiration, termination, or assignment of your Franchised Business. We may also provide additional home study material from time to time. We identify approved suppliers and approved equipment, chemicals, and supplies during training and consultation.

As of the date of this disclosure document, the subjects covered in the Initial Training Program are described as follows

TRAINING PROGRAM				
	SUBJECT	HOURS OF CLASSROOM TRAINING ¹	HOURS OF ON-THE-JOB TRAINING	LOCATION ²
Class 1	Orientation	1-2	N/A	Regional Support Center
Class 2	Running Your Business	2-3	N/A	Regional Support Center
Class 3	Growing Your Business	3-5	N/A	Regional Support Center
Class 4	Safety and Security, National Security Council Bloodborne and Airborne Pathogens Course	4-6	N/A	Regional Support Center
Class 5	Coverall Core 4® Products, Tools and Cleaning Tasks	3-5	N/A	Regional Support Center
Class 6	Restroom Cleaning	2-3	N/A	Regional Support Center
Class 7	Hands-On Restroom Cleaning	1	2	Customer Facility
Class 8	Intro to Vertical Markets	1-2	N/A	Regional Support Center
Class 9	Hands On General Office Cleaning, Team Cleaning	1	3	Customer Facility
Class 10	Introduction to Special Services	2-3	4	Regional Support Center
Class 11	Customer Service and Communication	2-3	N/A	Regional Support Center
Class 12	Introduction to Healthcare Facility Training	3-5	3	Regional Support Center
	Total	25-39	12	

¹The classroom hours are approximate. The actual classroom time is customized to meet the individual needs of the franchisees in attendance at any given time.

²Initial Training is held at one of our Support Centers or other designated facility and/or in customer facilities, usually within commuting distance of your residence. Any travel or living expenses you may have will be minimal.

The above initial training classes are made available to franchisees upon demand.

Upon successful completion of the Initial Training Program, you will earn a Coverall Core 4® Certification. At your request, Advanced Training Programs/Certifications are available.

CERTIFICATIONS			
SUBJECT	HOURS OF CLASSROOM TRAINING ¹	HOURS OF ON-THE-JOB TRAINING	LOCATION
Healthcare Facilities Cleaning Certification ²	4 hours	6-9 hours	Healthcare Customer Facility
Interim and Restorative Hard Surface Floor Care Certification	2-3 hours	4-6 hours	Regional Support Center and Customer Facility
Interim and Restorative Carpet Care Certification	2-3 hours	4-6 hours	Regional Support Center and Customer Facility

¹The classroom hours are approximate. The actual classroom time is customized to meet the individual needs of the franchisees in attendance at any given time.

²You will not be offered healthcare environments-clinic procedural clean customers, unless you have completed this training program

³Initial Training Program is held at one of our Support Centers or other designated facility and/or in our existing customer buildings, usually within commuting distance of no more than 60 miles of your franchised business. Any travel or living expenses you may have will be minimal.

The Initial Training Program typically begins within 30 days after the Franchise Agreement is signed. Business Development Managers located at the Support Centers conduct the Training Programs, and their experience is detailed on the attached Exhibit D. From time to time, we may ask some of our existing franchisees to assist in training.

The cost of the Initial Training Program is included in your Initial Franchise Fee. Your attendance at the Initial Training Program is mandatory, and you will be required to complete the training to our satisfaction. You may elect to retake any training class, or have your employees take or retake training. There is no cost for additional training. Retraining may in our sole discretion also be deemed mandatory.

Your participation in non-mandatory additional training and seminars is strongly recommended. In addition, you may request additional instruction by telephone or personal consultation at no additional cost.

OUR OBLIGATIONS

Except as follows, Coverall is not required to provide you with any assistance

Time for Offering Initial Business

We will offer you Initial Business located in the area(s) in which we do business. Coverall may or may not have an inventory of customers available to offer your dollar amount of Initial Business on the date you sign your Janitorial Franchise Agreement or on the date that you complete training, which is why for Franchise Packages up through \$3,000 per month, we have up to 120 business days from the date you complete your initial obligations to offer you business. And for Franchise Packages larger than \$3,000, we have more than 120 business days from the date you complete your initial obligations to offer you business. For each \$1,000 per month or portion in excess of \$3,000, add 30 business days. For example, if you purchase a P-5000, we have 180 business days from the date on which you complete your initial obligations to offer you that amount of business. Coverall's obligation to offer you sufficient customers to fill your Franchise Package does not begin until 1) you or your designated employee, as approved by Coverall, has successfully completed the Initial Training Program and 2) your background screening has been approved. The Initial Business Offering Period may be suspended if 1) Coverall requires you to attend retraining, or 2) you are in breach of any material provision of the Janitorial Franchise Agreement or any other agreement with Coverall. Your Coverall Franchised Business must be owned and operated by a corporation or limited liability company, and you must keep separate accounting, banking, and financial records for your Coverall Franchised Business. You must form a corporation or limited liability company, obtain a Federal Employer Identification Number, and obtain a business license, if applicable, prior to signing the Franchise Agreement. The customers offered to fulfill your Initial Business may be new customers recently acquired by Coverall or existing customers that become available for resale. A customer becomes available for resale because a customer has requested a replacement franchisee or a franchisee has abandoned a customer. Customers requesting a replacement franchisee because of poor service by that franchisee may be difficult to please. In addition, depending upon the results of your background screening, you may not meet certain customer criteria and customers may want to reject your services. The Service Agreements for customers that you accept will be assigned to you, excluding those Service Agreements that prohibit assignment, cover multiple locations, or apply to National Account Customers. The assignment is conditional and will be effective only upon payment in full of your Franchise Fee and sales and marketing fees financed by you. The assignment shall be subject to the terms and conditions of your Franchise Agreement. In addition, after assignment, Coverall shall retain the right to offer and sell special services, equipment, chemicals and supplies to your customers. (See attached Exhibit G, Franchised Business Customer Acceptance Forms)

Franchisees typically begin servicing their first customer approximately two (2) months after signing the Franchise Agreement. However, this length of time varies according to when you begin your first customer and your personal readiness to begin based on training and preference.

Customer Guarantees

Commercial cleaning customers can be lost for any number of reasons, including but not limited to, poor service, the customer chooses a lower priced provider, the customer goes out of business or files for bankruptcy.

protection, economic circumstances cause the customer to terminate outside vendors. You can expect to lose customers, and that is a risk of doing business. Customer attrition is why, excluding customers lost for poor service, we provide limited customer guarantees. (See Item 19 below)

1 The Initial Business Guarantee

We guarantee your Initial Business to help you establish your new franchised business. Initial Business is guaranteed for a one time only replacement for twelve (12) months from the date you first service a customer, but only if the customer is lost through no fault of your own. If you qualify for the guarantee for Initial Business, then we will offer you customer(s) to replace the monthly Gross Dollar Volume of the lost customer, with one or more customers of equal monthly Gross Dollar Volume. This is a one-time only replacement. Replacement Business is not guaranteed. And, if the replacement customer(s) has a monthly Gross Dollar Volume in excess of that lost by you, you may have to pay us for the excess monthly Gross Dollar Volume.

2 Additional Business Guarantee

We further support you by offering an Additional Business Guarantee. Additional Business purchased from Coverall is guaranteed for a one time only replacement for six (6) months from the date you first service a customer, but only if the customer is lost through no fault of your own. If you qualify for the guarantee for Additional Business, then we will offer you customer(s) to replace the monthly Gross Dollar Volume of the lost customer, with one or more customers of equal monthly Gross Dollar Volume. This is your only remedy for lost Additional Business, and this is a one-time only replacement. Replacement Business is not guaranteed. And, if the replacement customer(s) has a monthly Gross Dollar Volume in excess of that lost by you, you may have to pay us for the excess monthly Gross Dollar Volume.

3 Promotional Business

There may be situations where we will offer you additional contract business volume without charging you the current sales and marketing fee ("Promotional Business"). Promotional Business, which you do not pay for, is not guaranteed and will not be replaced regardless of whether the customers are lost through no fault of your own.

Fulfillment of Our Obligation to Offer Initial Business

If you reject a customer offered as part of your Initial Business, our obligation to offer you that amount of Initial Business within the Initial Business Offering Period will be considered fulfilled. However, we will continue to offer you business within a reasonable time after the expiration of the Initial Business Offering Period, provided, however, that if you unreasonably reject our offer of any Initial Business made within a reasonable time after the Initial Business Offering Period has expired, we may be deemed to have fulfilled our obligation to provide your Initial Business. Examples of unreasonable rejections of offered Initial Business include, but are not limited to the following: (1) too far when the account offered is within a 30-mile radius of your place of business, (2) the customer facility is too dirty, or (3) the customer revenue offered is too small because you want a single customer account to fulfill your entire Franchise Package. Voluntary abandonment by you of a customer accepted to fulfill Initial Business does not give rise to an obligation on Coverall's part to offer you more business, and that abandoned customer will be counted against your Franchise Package. (See Item 19 below.)

Billing and Collection Services

We provide you with billing and collection services. We will invoice customers in your business name each month for the cost of services and supplies that you provide (Franchise Agreement, Paragraph 16B). If a customer that we bill on your behalf is delinquent in payment, Coverall may, after discussing the customer with you, stop invoicing that customer. If you choose to continue servicing a delinquent customer, you do so at risk of non-payment. If your Franchised Business is servicing a National Account Customer, Coverall may unilaterally determine that services to that National Account Customer must cease and direct you to stop servicing any location or locations of that National Account Customer.

We will collect the monies due for your service from the customers and distribute it to you on a monthly basis, after deduction of the 5% royalty fee, the 10% support fee, any note payments for amounts you financed with us, and any sales and marketing fee, any transfer fee, any equipment lease payments, any special service finder's fees, any advances made by us, any authorized insurance charges, and any out-of-pocket costs (including attorneys' fees and court costs) which we incur in enforcing payment by your customers and any other deductions authorized by you (collectively, the "Authorized Deductions"). We are not required to engage attorneys, begin litigation, or do any acts

(other than send monthly statements) in order to enforce payment by customers (Franchise Agreement, Paragraph 16B) If applicable, Coverall will pay any state sales tax collected from your customers to the appropriate state taxing authority You may choose to personally enforce payment on delinquent customer(s) which you are servicing, excluding National Account Customers This includes your right at your expense to file a lawsuit for payment against a delinquent customer If you collect monies due on a delinquent customer, you will be responsible to us for any unpaid royalties, support fees, note payments, and other payments (if any) due us on the amounts collected You must keep us timely advised of any legal or other proceedings which you institute, including the outcome of any proceedings (Franchise Agreement, Paragraph 16B) If you wish for Coverall to file a lawsuit against a delinquent customer, you will have to reassign the Service Agreement to Coverall If we file a lawsuit for payment against a delinquent customer and we collect, you will be entitled to receive an amount net of our royalty and support fees and the costs of collection, including attorney's fees, costs, and expenses Once we initiate a collection action (whether in-house collection efforts or a lawsuit) against a delinquent customer, after consulting with you, we may settle and compromise customer debt, which means that we may agree to accept less than the amount owed by the customer If we agree to accept less than the amount owed by the customer, you will be entitled to receive an amount net of our royalty and support fees and the costs of recovery, including attorney's fees, costs and expenses These fees may exceed the amount collected, in which event, you will not receive any payment

Cash Flow Protection Program

While we are collecting the monies due from the customers you serviced, we will assist you in the operation of your business by advancing [loaning] to you the amount that we billed to the customer ("Cash Flow Advance") This is our Cash Flow Protection Guarantee It is a short-term, interest-free loan to you Under our Cash Flow Protection Program, we will advance to you amounts that have been billed to customers serviced by you, whether or not we have collected those amounts, for a maximum of 60 days (two months) Cash Flow Advances are made on the last calendar day of the month following the month the services were rendered (if the last day of the month falls on a weekend and/or holiday, payment will be made on the next business day If at the end of 90 days from the invoice date the customer has not paid, advances will stop for that customer, and you must repay us the amounts billed and advanced Repayment will ordinarily be over a period of 2 months through statement deductions For example, if we advance \$100.00 in January (reflected on your January Franchisee Statement), and \$80.00 in February (reflected on your February Franchisee Statement), and no payments are collected from that customer within 90 days from the invoice date, you will repay \$100.00 in your March Franchisee Statement (identified as a Chargeback) and \$80.00 in April Franchisee Statement (identified as a Chargeback) (Franchise Agreement, Paragraph 6C) If you are not generating sufficient Gross Dollar Volume to repay the advance through statement deductions from (i.e., to cover the Chargeback), you must directly repay Coverall

POST-OPENING ASSISTANCE

- 1) We will be available to answer routine questions regarding your business (Franchise Agreement Paragraph 16)
- 2) We will offer any additional training and introduction of new methods and materials through updating manuals, personal consultation, and/or group seminars (Franchise Agreement, Paragraph 11, 16, and 17)
- 3) Under our Business Protection Program, we may make available to you and you may wish to participate in the Coverall general liability insurance and fidelity bonding program, which has been placed through a major insurance company If you participate, you and Coverall will be named as insured In addition to the premium, the cost includes a support fee and service charge as determined by Coverall In consideration of our support fee and service charge, we will waive certain of our indemnification rights against participants in our Business Protection Program, except for the deductibles under the Program This is an optional program, and is subject to modification and/or cancellation You may obtain insurance through another source, provided the coverage meets the minimum requirements set forth in your Franchise Agreement (Franchise Agreement, Paragraphs 17 and 19)
- 4) The Coverall Accident Insurance Program makes available on-the-job accident insurance This is an optional program and is subject to modification and/or cancellation and premium rate modification (Franchise Agreement, Paragraph 17) This insurance is personal, providing coverage only to you Your employees or family members are not covered by this insurance
- 5) We may periodically telephone and/or visit to conduct site surveys of the customers you are servicing to assist you in maintaining and improving the quality of your services and to protect the Coverall brand (Franchise Agreement, Paragraph 12)

6) We will assist you with promoting and soliciting additional and new business for your franchised business (Franchise Agreement, Paragraph 15)

7) We do not have an advertising fund, council, or cooperative, nor do we charge an advertising fee. At our discretion, we may advertise in print, radio, television, or other local, national, and international media. Our print advertising is produced both in-house and by an advertising agency. Although Coverall-produced marketing materials are available for purchase by you, you may use your own advertising materials subject to approval of our Marketing Department before distribution (Franchise Agreement, Paragraph 17)

8) We do not require you to purchase or use electronic cash registers or computer systems. However, you are required to have access to some type of electronic device, such as a personal computer or hand-held device (cell phone), that can send and receive electronic mail and with full-web browsing capabilities. We do not specify what type of device you use to send and receive electronic mail or access the Internet (Franchise Agreement, Paragraph 17)

9) We may assist you with bidding (for example, establishing the contract price) for a potential customer. There will be a one-time fee, as published and revised from time to time in the Franchised Business Policies and Procedures Manual.

ITEM 12 **TERRITORY**

Due to the nature of the franchised business, you will not receive an exclusive territory or exclusive territory rights. You may face competition from other Coverall franchisees. Coverall is not able to state the exact number of miles that you may have to travel to a customer. However, in the ordinary course of business, we endeavor to offer you customers no more than a 30-mile radius from your franchised business. You may offer and render janitorial services to commercial customers only within the area(s) in which the Coverall Support Center, through which you have purchased your franchise, conducts business. We have established and will continue to establish other franchises, each licensed to use our service marks that may compete with you. In addition, we may sell supplies directly to customers. We and our affiliates have not established, and are not restricted from establishing any other franchises or company-owned outlets or other channels of distribution selling or leasing similar products or services under a different trademark.

At your request, we will use our best efforts to arrange for a relocation of your franchise to another Coverall location, even though we are not required to do so under the Franchise Agreement.

ITEM 13 **TRADEMARKS**

We grant you the right to use certain trademarks, service marks, and other commercial symbols in operating your franchise. Coverall®, as presented on the cover page, is the name and service mark of Coverall North America, Inc. Since February, 1985, we have used "Coverall®" as our name and mark and have licensed our franchisees to use the name and mark.

Coverall North America, Inc Service Marks Registered on the Principal Register of The United States Patent and Trademark Office¹			
Service Mark	Registration Number	Date Registered	Class Number
Coverall®	2,178,521	August 4, 1998	37
Coverall Cleaning Concepts®	2,075,333	July 1, 1997	37
The Art And Science Of Cleaning®	1,991,930	August 6, 1996	37
The Art and Science of Cleaning®	1,931,173	October 31, 1995	35
Making Your World A Cleaner Place®	2,155,399	May 5, 1998	37
When It Has to be Absolutely Clean®	2,182,697	August 18, 1998	37
Customers for Life®	2,204,464	November 17, 1998	37
Ameri-Serve Cleaning Concepts®	2,256,124	June 22, 1999	37
Coverall Cleaning Concepts® & design	2,337,703	April 4, 2000	37
Healthy Cleaning Down to A Science®	3,547,673	December 16, 2008	37

Coverall North America, Inc
Service Marks Registered on the Principal Register of
The United States Patent and Trademark Office¹

Service Mark	Registration Number	Date Registered	Class Number
Cleaning for the Unseen®	3,670,632	September 4, 2009	37
Coverall EVS for Healthcare®	3,711,149	November 17, 2009	37
Color Coding for Health®	3,780,009	April 27, 2010	37
Coverall Health-Based Cleaning System®	3,811,485	June 29, 2010	37
Health-Based Cleaning System®	3,811,486	June 29, 2010	37
Coverall Health-Based Cleaning System® & design (light green)	3,818,990	July 13, 2010	37
Coverall Health-Based Cleaning System® & design (dark green)	3,818,991	July 13, 2010	37
Health-Based Cleaning System® & design (light green)	3,818,992	July 13, 2010	37
Health-Based Cleaning System® & design (dark green)	3,825,696	July 27, 2010	37
Cleaning Concepts®	3,881,979	November 30, 2010	35, 37
Coverall Color-Coding for Health®	3,998,565	July 19, 2011	37
Innovation Accountability Integrity®	4,119,657	March 27, 2012	35, 37
A Better Clean At A Better Price®	4,243,145	November 13, 2012	37
When Your Brand Demands A Better Clean®	4,243,167	November 13, 2012	37
Core 4®	4,587,917	August 19, 2014	37
Coverall Core 4®	4,587,918	August 19, 2014	37
Coverall & Design (side)	4,642,644	November 18, 2014	37
Coverall & Design (above)	4,642,645	November 18, 2014	37

When you use these marks, you must follow our policies, procedures, and guidelines. You cannot use our name or marks as part of a corporate name or with modifying words, designs, or symbols except for those which we license to you. You may not use our registered names for the sale of an unauthorized product or service or in a manner not authorized in writing by us.

Although it is our current policy to defend such claims, we are not contractually obligated to protect your rights to use trademarks, service marks, trade names, logotypes, or other commercial symbols, or to protect you against claims of infringement or unfair competition regarding such use. Coverall may in its sole discretion choose to defend or prosecute an action related to its trademarks. We do not agree to protect you against claims of infringement or unfair competition arising out of your use of our trademarks. We are not obligated by the Janitorial Franchise Agreement to participate in your defense or to indemnify you in the event that a third party sues you because of your use of our trademarks. However, we may in our sole discretion choose to do so.

There are no currently effective or pending determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, or any court, pending infringement, opposition or cancellation, and pending material litigation involving the principal trademarks, and Coverall does not know of any infringing uses that could materially affect your use of our trademarks.

The trade name Coverall® is registered in most states in which we or any franchisee conducts a janitorial business, and in various other states. Following is a list of the states in which the mark is registered and, where applicable, the certificate number and renewal information related to each registration.

COVERALL®		
STATE	DATE AND CERTIFICATE NUMBER OF ORIGINAL REGISTRATION	DATE AND CERTIFICATE NUMBER OF RENEWAL REGISTRATION (if any)
Alabama	04-11-88 103585	1/24/2008
Arizona	08-14-95 036074	8/14/2006 50818

COVERALL®			
STATE	DATE AND CERTIFICATE NUMBER OF ORIGINAL REGISTRATION		DATE AND CERTIFICATE NUMBER OF RENEWAL REGISTRATION (if any)
Arkansas	04-05-88	105-88	8/16/2006 800091304
California	12-13-83	18309	6/19/2003
Colorado	08-08-86	T31345	12/17/2007 1578992
Connecticut	02-27-89	7459	9/11/2006 22707
Delaware	06-06-95	N/A	8/14/2006 20063575628
Florida	08-20-86	T06000001525	11/17/2006
Georgia	07-30-93	S-23100	11/14/2006
Georgia	07-30-93	S12864	
Georgia	07-30-93	S12866	
Hawaii	09-03-96	198495	1/28/2011 208956
Idaho	04-05-88	12305	1/22/2008
Illinois	09-22-86	59011	1/23/2008 098559
Indiana	11-15-04		11/15/2004 2004-0632
Iowa	04-14-88	8811	8/14/2006 334176
Kansas	10-29-86	N/A	12/28/2007 17643
Kentucky	04-26-88	08181	4/26/2008 15041 01
Louisiana	10-27-86	44-2099	12/27/2007 599484
Louisiana	10-05-09	620450	
Maine	04-05-88		1/22/2008 19880248
Maryland	10-06-86	1996/00041	2/21/2008
Massachusetts	11-03-86	39175	9/5/2006 67444
Michigan	10-29-86	M48-053	10/29/2006 M48053
Mississippi	825587		12/26/2007
Mississippi	04-10-07		
Missouri	08-14-85	S017463	9/28/2006
Montana	04-05-88	114(15)-15245	4/5/2008 T015245
Nebraska	04-06-88	87786	1/23/2008 0950590
Nebraska	09-19-11	10152561	
Nebraska	09-08-11	10152251	
Nebraska	12-04-02	10040220	
Nevada	11-04-86	U004149	2/11/2008 E0089632008-2
Nevada	08-01-06	E0565612006-5	
New Hampshire	10-27-86	N/A	12/24/2007
New Jersey	07-11-89	N/A	8/31/2006 22570
New Mexico	06-15-95	TK95061503	8/29/2006 TK06082902
New York	10-31-86	S-15281	2/22/2008 S20341
North Carolina	02-27-89	T-8001	4/6/2009 T-19797
North Carolina	04-06-09	19797	
North Dakota	04-05-88	4028600	11/17/2008
Ohio	10-05-87	SM64664	1/22/2008
Oklahoma	10-27-86	20971	5/12/2001 31701
Oregon	11-13-86	S-21215	9/7/2011
Pennsylvania	04-01-88	1031662	1/22/2008 3339560
Pennsylvania	06-02-97	2758406	
Puerto Rico	09-30-05	62170	
Puerto Rico	09-30-05	62777	
Puerto Rico	09-30-05	62778	

COVERALL®				
STATE	DATE AND CERTIFICATE NUMBER OF ORIGINAL REGISTRATION		DATE AND CERTIFICATE NUMBER OF RENEWAL REGISTRATION (if any)	
Rhode Island	03-17-88	88-3-12	1/23/2008	88312
South Carolina	10-28-86	N/A	9/1/2006	N/A
South Dakota	04-05-88	N/A	8/22/2006	
Tennessee	12-10-86	N/A	4/18/2007	
Texas	04-25-88	48372	1/22/2008	4837217
Utah	05-22-95	035618	8/14/2006	6303830
Virginia	09-25-86	N/A	2/9/2007	8285
Washington	07-14-86	16607	7/14/2008	
West Virginia	04-06-88	1005323	5/25/2001	1005323
Wisconsin	12-25-91	N/A	8/16/2006	
Wyoming	04-05-88	88247586	8/14/2006	2006-00519831

⁴This registration is for the mark Coverall Cleaning Concepts®

In those instances in which there are no certificate numbers assigned, the service marks are filed by name

We have filed all required affidavits for our trademark, service mark, trade name, and logos for the above states. We already have, or will, timely renew the above state trademarks.

As of the date of this disclosure document, there are no agreements in effect which significantly limit our rights to use or license the use of our trademark, service mark, trade name, or other commercial symbols in any manner material to you.

You must notify us of the unauthorized use of or claims of rights to a service mark identical to or confusingly similar to any service mark we license to you. We reserve the sole right to institute administrative proceedings and/or litigation regarding the marks.

The Franchise Agreement reserves the right upon written notice to revoke your use of our marks and logos and/or to direct the use of modified, different or substitute marks or logos. In such event, you will be required, at your sole expense, to promptly cease using those marks and logos which use has been terminated and to begin use of the different or substitute marks or logos.

ITEM 14 **PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

PATENTS AND COPYRIGHTS

No patents are material to the franchise.

We have obtained and renewed copyright registrations with the United States Registrar of Copyrights for our janitorial, service, and territory disclosure documents, brochures, maintenance proposals, contracts, and business forms. We claim ownership of our systems, methods of operation, knowledge, know-how, training, procedures, forms, manuals, and computer software which we regard as a valuable and integral part of your franchise. We intend to renew our current copyrights and secure copyright protection for new material as we deem necessary. Coverall may in its sole discretion choose to defend or prosecute an action related to its copyrights. We do not agree to protect you against claims of infringement or unfair competition arising out of your use of our copyrights. We are not obligated by the Janitorial Franchise Agreement to participate in your defense or to indemnify you in the event that a third party sues you because of your use of our copyrights. However, we may in our sole discretion choose to do so.

In the event of modifications, changes, or discontinuations, Franchisee will upon receipt of written notice, and at its sole expense, promptly discontinue use of the discontinued trademarks and/or copyrights and adopt and promptly begin use of the new or modified trademarks and/or copyrights, and promptly implement the modifications and/or changes to the System. 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 Mark "Coverall®" arising out of Coverall's exercise of the above reservation. (Janitorial Franchise Agreement, Paragraph 1)

COPYRIGHT REGISTRATIONS		
COPYRIGHTED MATERIAL	DATE OF REGISTRATION	REGISTRATION NUMBER
Training Materials	06/27/97	TXu 810-122
Computer Programs	05/03/99	TXu 907-583
	05/03/99	TXu 907-584
	05/03/99	TXu 907-585
Janitorial Franchise Offering Circular	06/28/96	TX 4329959
	05/05/95	TX 4041503
	02/22/94	TX 3749674
	08/10/94	TX 3882451
	03/08/93	TX 3507656
	03/08/93	TX 3507657
	04/17/92	TX 3286118
Janitorial Franchise Agreement	04/17/92	TX 3286116
Service Franchise Offering Circular	06/28/96	TX 4330325
	03/02/95	TX 4042179
	02/22/94	TX 3785274
	08/10/94	TX 3882452
	03/08/93	TX 3505090
	03/08/93	TX 3505091
	03/08/93	TX 3505092
Territory Franchise Offering Circular	07/01/96	TXu 673914
Guidelines for Regional Directors	08/16/00	TXu 965-500
Customer Solutions Playbook	02/14/08	TX 6-825-226
	02/14/08	V 3562D285
Coverall Health-Based Cleaning System	4/28/10	PA 1-694-138
	10/06/01	TX 7461784
Coverall website/ www coverall com	02/19/2016	TX8-155-618

There are currently no effective or pending determinations, litigation, agreements, infringing uses, or superior prior rights actually known to us, which could materially affect your use of copyrights, and/or proprietary information in the United States

CONFIDENTIAL MANUALS

We claim copyrights to our confidential and proprietary manuals and to the content of our training program. We authorize you to access our training program and to use our Operations Training Manual, Sales Manuals, and Coverall Franchised Business Policies and Procedures Manual and other proprietary and confidential printed materials during the term of your Franchise Agreement. In fact, in order to protect the Coverall brand for the benefit of all franchisees in the Coverall System, you must operate your franchise according to the standards and procedures specified in the manuals. We may periodically revise our training program, manuals and other materials, and you will be required to update your materials as revisions are provided to you to keep them current and to adhere to and operate your franchise in accordance with the revised standards and procedures.

CONFIDENTIAL INFORMATION

We claim property rights to all information concerning the Coverall System, including operational, promotional, sales, and marketing techniques and methods, policies, procedures, and related materials, training procedures, franchisee and customer lists, pricing and billing services and procedures, and assistance with employee and customer relationships.

You must not divulge, reproduce, or use any of Coverall's confidential, proprietary, and copyrighted information during the Initial or Renewal Term of your franchise, except as authorized by the Franchise Agreement. You must promptly tell us if you learn of unauthorized use of our confidential, proprietary, and copyrighted information, and we will respond as we deem appropriate.

If your Franchise Agreement is terminated or not renewed, you must return to Coverall all confidential, proprietary, and copyrighted information including all forms, materials, books, records, software, and manuals which are in your possession, custody, or control.

We require that you obtain a signed Confidentiality/Non-Competition Agreement from each officer, director, member, and/or shareholder within ten (10) days of signing the Franchise Agreement and subsequently from additional officer, directors, members, and shareholders. We also require that you obtain a signed Employee Confidentiality/Non-Competition Agreement from all of your employees upon ten (10) days of signing the Franchise Agreement or upon ten (10) days of hire, whichever last occurs. The forms of these Agreements appear in this Franchise Disclosure Document as Exhibits A 3 and A 4.

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

We do not require that you personally supervise the business, but strongly recommend that you directly participate in its management, supervision, and operation. Your operating manager/supervisor, if any, is not required to have an equity interest in your business, but should satisfactorily complete our Coverall Training Program. Our Initial Training Program is available to you without charge.

Our franchisees are independent contractors operating commercial cleaning Franchised Businesses and not employees of Coverall. You are a business owner and you are not entitled to participate in any benefits programs offered by Coverall to those whom Coverall classifies as its employees, and you are not covered by either our workers' compensation insurance or unemployment compensation, unless as otherwise required by law. You must purchase this insurance on your own for the benefit of your Franchised Business. Should any state or federal agency or court determine that you fall within the definition of an employee [of Coverall] under any state or federal statute, Coverall does not intend to provide you retroactively or thereafter with any benefits (including but not limited to, vacation pay, overtime, rest and meal breaks, healthcare benefits, worker's compensation, or unemployment compensation) that it may provide to those whom Coverall classifies as employees, unless obligated by law to do so. Should any state or federal agency or court determine that you fall within the definition of an employee of Coverall under any state or federal statute, Coverall may, in its sole discretion, terminate or modify your Franchise Agreement.

You are buying a business, and you are a Franchised Business owner. We are not offering you a job, and you are not an employee.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Coverall System has been carefully developed over many years to provide high-quality services and products. You must provide all services and products we prescribe. In keeping with our high-quality standards, you may not provide unauthorized services or products.

We reserve the right to modify the types of services provided to customers and you must abide by those modifications. To ensure quality, we also approve the specifications of your chemicals and equipment as described in Item 8.

In addition to the standard janitorial commercial cleaning services, you may also become qualified through Coverall's training to offer and perform Special Services. Special Services include ceiling cleaning, construction cleanup, and water damage restoration. Other Special Services may be added. Since customers often prefer to obtain their cleaning services from one source, we strongly recommend that you take part in our specialized training to be equipped to provide these services. You must comply with our reasonable training requirements. If you choose not to offer these Special Services, we may bring in a different franchise owner or other contractors to provide them.

We may also solicit special services from the customers to whom you are providing services. Special services we obtain for the premises you are servicing will ordinarily be offered to you first. If you do not accept the special services, or you have not completed the specialized training required for the service, or the business is for a facility separate from the premises you are cleaning, we can offer the business to another franchisee or contractor.

To ensure consistent quality throughout the Coverall System, you must adhere to the policies, procedures, and use of appropriate forms as set forth in training, the Coverall Franchised Business Policies and Procedures Manual, Operations and Sales Manuals, and other manuals and written directives.

The customers that you service through your Franchised Business enter into contracts with Coverall, unless you obtain the customer yourself. These contracts will be assigned to you, excluding those Service Agreements that prohibit assignment, cover multiple locations, or apply to National Account Customers, contingent upon your payment in full of the Initial Franchise Fee or the financed portion of Additional Business that you purchase. You must not solicit or contact existing Coverall customers or prospects, unless we authorize you to do so, as in the case of providing Special Services. Because of the potential of interfering with another franchisee's current customer or a prospect being solicited by Coverall or another franchisee, you may not telemarket. You may bid on a customer yourself, and if you request, we will assist you in preparing written proposals to prospective customers identified by you. You may not solicit outside of the territory encompassed by your Support Center. We reserve the right to contact the customers you are servicing, whether or not those customers were obtained by Coverall or you, through periodic visits and/or telephone contact to conduct surveys for Coverall brand protection.

You may not use the "Coverall®" service mark and confidential, proprietary, and copyrighted information to perform residential or other noncommercial cleaning services. You may not be associated with any other company offering commercial cleaning services during the term of your franchise. All of the commercial cleaning services that you provide must be through your Franchised Business with all billing and collection done by Coverall, regardless of whether Coverall procured the customer or you did.

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP		
This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.		
Provision	Section in franchise or other agreement	Summary
a Length of the franchise term	Section 2	20 years
b Renewal or extension of the term	Section 2	Your renewal right permits you to continue your Franchised Business after the initial term of your Janitorial Franchise Agreement expires. If you wish to renew and you satisfy the contractual conditions for renewal, you must sign our then-current Janitorial Franchise Agreement. This new agreement may have materially different terms and conditions (including e.g. higher royalty and/or support fee) from the agreement that governed your original term. As a further condition of renewal, you will be required to sign a general release in favor of Coverall.
c Requirements for franchisee to renew or extend	Section 2	You must satisfy certain prerequisites under the Franchise Agreement before renewal. You must sign our then-current franchise agreement for the renewal term, and this new agreement may have materially different terms and conditions (including e.g. higher royalty and/or support fee) from the agreement that governed your original term. As a further condition of renewal, you will be required to sign a general release in favor of Coverall.
d Termination by franchisee	None	Not Applicable
e Termination by franchisor without cause	None	Not Applicable
f Termination by franchisor with cause ¹	Section 22	Breach of Franchise Agreement or other agreements and other causes, See Section 22

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
g "Cause" defined –curable defaults	Section 22	You have 10 days to cure certain defaults such as misuse of trade name or confidential information, unpaid fees, unauthorized assignment of franchise, and others
h "Cause" defined – non-curable defaults	Section 22	Non-curable defaults include activities such as material misrepresentation in your franchise application, bankruptcy, abandonment, a charge of certain crimes, repeated breaches of any Agreement, failure to protect goodwill of system
i Franchisee's obligations on termination/ non-renewal	Section 23	Obligations include complete de-identification, immediate payment of amounts due, and others See Section 23 and q below ¹
j Assignment of contract by franchisor	Section 21	No restriction on our right to assign
k "Transfer" by franchisee - defined	Section 21	Includes transfer of your Franchised Business and/or customers and/or Business Owed
l Franchisor approval of transfer by franchisee	Section 21	We have the right to approve all transfers of your Franchised Business or any customers, which approval will not be unreasonably withheld
m Conditions for franchisor approval of transfer	Section 21	Conditions include our written consent, no defaults, qualified and trained transferee, payment of transfer fee, execution of new Franchise Agreement, general release, Non-Competition Agreement, and others
n Franchisor's right of first refusal to acquire franchisee's business	None	Not Applicable
o Franchisor's option to purchase franchisee's business	Section 23	Our terms and conditions for procedures after termination apply
p Death or disability of franchisee	Section 22	Our conditions for approval of transfer apply
q Non-competition covenants during the term of the franchise	Section 18	During the Term of this Agreement and any Renewal Term, Franchisee shall not, without the prior written consent of Coverall, directly or indirectly, engage in, or acquire any financial interest in (either as an individual, principal, owner, agent, employee, partner, stockholder, or director) any business which performs commercial janitorial and related commercial cleaning and maintenance services, or engages in the franchising of commercial cleaning businesses, or any related business anywhere in the Area. Franchisee shall not divert any customer of its Franchised Business to another entity, whether or not that entity is directly or indirectly controlled by Franchisee, unless Franchisee obtains Coverall's written consent.

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
r Non solicitation covenants after the franchise is terminated or expires	Section 18	Prohibits solicitation, either directly or indirectly, or servicing of any customer repurchased by Coverall or another Coverall franchisee for a period of 18 months following the date of repurchase
s Modification of the Agreement	Section 29	No modifications except in writing by all parties
t Integration/merger clause	Section 28	Only the terms of the Franchise Agreement are binding. Any other promises may not be enforceable. Nothing in the Franchise Agreement is intended to disclaim the representations Coverall made in the Franchise Disclosure Document that Coverall furnished to you.
u Dispute resolution by arbitration or mediation	Section 24 and 25	Informal dispute resolution by non-binding mediation (Section 24). Mandatory arbitration (Section 25).
v Choice of forum	None	
w Choice of law	Section 27	State in which franchise granted is located
x Time to Assert Claims	Section 26	The two year limitations period shall be enforceable to the fullest extent permitted by law.

¹If your franchise is terminated because of your abandonment of your Franchise, any funds collected from your customers for services rendered by you will first be applied to any outstanding obligations owed by you to Coverall as of the date of your abandonment. Abandonment of your Franchise shall result in forfeiture of your customers and any Business Owed to you at the time of your abandonment.

Applicable state laws may require additional disclosures related to the information in this Franchise Disclosure Document. These additional disclosures, if any, appear in an Addendum.

ITEM 18 **PUBLIC FIGURES**

We do not use any public figure to promote our franchise.

ITEM 19 **FINANCIAL PERFORMANCE REPRESENTATIONS**

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

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 outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting the Compliance Director in the Legal Department at the Global Support Center located at 350 SW 12th Avenue, Deerfield Beach, Florida 33442 (561-922-2534), the Federal Trade Commission, and the appropriate state regulatory agencies.

We sell our franchises as packages. The Franchise Package is described as a specified amount of Initial Business, which we must offer to you within a certain amount of time. For convenience and to be consistent with business practices in the janitorial franchise industry, we describe these Franchise Packages in terms of monthly Gross Dollar Volume (i.e., a P-2000 Franchise Package means \$2,000.00 in monthly Gross Dollar Volume). In addition, under the Franchise Agreement, we will guarantee your Initial Business for up to a maximum of 12 months, subject to the conditions described in Item 11 above. The Franchise Package purchased is not a guarantee you will earn an equivalent amount of Gross Dollar Volume each month, neither does it mean that we are obligated at any time to replace lost customers to enable you to maintain that level of Gross Dollar Volume.

If we do not offer the Initial Business within the specified time, you may request a refund of a portion of the initial franchisee fee, as described in Item 5, above.

The monthly Gross Dollar Volume of the Initial Business that you purchase should not be considered as the actual or potential income or profit you will realize. The total monthly Gross Dollar Volume you achieve are affected by many factors such as: the Initial Business may be offered in stages during the specified time period, you may decline a customer, you may lose a customer for poor service, and you may lose a customer through no fault of your own and there is a time lag before the replacement customer is offered.

Other factors affecting your Gross Dollar Volume 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 expenses you control, such as wages to employees.

We make no disclosure as to when, or if, you will recover your investment in your franchised business. There are too many variables to permit a reliable estimate. Commercial cleaning customers can be lost for any number of reasons, including but not limited to, poor service, the customer chooses a lower priced provider, the customer goes out of business or files for bankruptcy protection, economic circumstances cause the customer to terminate outside vendors. In 2016, for Coverall and MFS consolidated: i) average customer attrition rate was 2.6% per month, and ii) average life of a customer was thirty-eight (38) months, which is not an assurance that you will retain your customers for a similar period of time. You can expect to lose customers, and that is a risk of doing business.

COVERALL'S FULFILLMENT OF FRANCHISE PACKAGES

We analyzed our compliance with the Franchise Agreement concerning the amount, timeliness, and refund requirements for Initial Business provided to our franchisees. We reviewed all franchise sales made during our fiscal year, and determined whether or not as of December 31, 2016 the Initial Business had been offered in compliance with the Franchise Agreement.

During our fiscal year January 1, 2016 to December 31, 2016, CNA and MFS combined sold 801 franchises. Of those sold, as of the close of the fiscal year: (a) franchisees either had their packages timely filled or have accepted our performance in 329 cases, or 41%, (b) we and the franchisee made a mutually acceptable adjustment to the franchise package, such as by our recalculation of the franchise fee or an extension of time to provide customers, in 44 cases, or 5%, (c) the time for us to provide initial customers under franchise packages had not expired in 428 cases, or 53%, and (d) it is undetermined whether the package has been filled in 0 cases, or 0%.

Therefore, we complied with the amount, timeliness, and recalculation requirements for Initial Business provided to our franchisees in 100% of the cases. Our compliance could not be determined in less than one percent of the sales. Substantiation of the data used in preparing these statistics will be made available upon request.

The basis for our claim about Initial Business is Paragraph 13 of the Franchise Agreement.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

CHART #1 - COVERALL NORTH AMERICA, INC For Years 2014 to 2016^{1,2} & MELTON FRANCHISE SYSTEMS, INC For Years 2014 and 2016 Outlet Summary of Janitorial Franchises				
Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2014	4,596	5,246	+650
	2015	5,246	5,624	+378
	2016	5,624	5,376	-248
Company- Owned	2014	0	0	0
	2015	0	0	0
	2016	0	0	0
Total Outlets	2014	4,596	5,246	+650
	2015	5,246	5,624	+378
	2016	5,624	5,376	-248

Notes to Item 20 Charts

- 1 Includes agreements signed but franchise not open as of December 31 for Coverall and MFS
- 2 Effective July 31, 2016, Coverall purchased the assets of Cavalier Services, Inc ("Cavalier"), an Oregon corporation, a former Coverall Service Franchisee. Cavalier is our predecessor in Oregon.
- 3 The following discrepancies reported in the fiscal year of 2015 are: i) in Atlanta the total number of Franchisee's operating from January 1, 2015 to December 31, 2015 was underreported by one, ii) in Long Island the total number of Franchisee's operating from January 1, 2015 to December 31, 2015 was underreported by one, iii) in Philadelphia the total number of Franchisee's operating from January 1, 2015 to December 31, 2015 was underreported by two, and iv) in Sacramento the total number of Franchisee's operating from January 1, 2015 to December 31, 2015 was over reported by one.

CHART #2 - COVERALL NORTH AMERICA, INC For Years 2014 to 2016^{1,2} & MELTON FRANCHISE SYSTEMS, INC For Years 2014 and 2016 Transfers of Janitorial Franchise Outlets from Franchisees to New Owners (Other than the Franchisor)		
Column 1 State	Column 2 Year	Column 3 Number of Transfers
Arizona	2014	0
	2015	1
	2016	0
California	2014	16
	2015	10
	2016	6
Florida	2014	10
	2015	8
	2016	5
Georgia	2014	2
	2015	4
	2016	2
Hawai	2014	0
	2015	0
	2016	1
Illinois	2014	5
	2015	1
	2016	1
Iowa	2014	0
	2015	0

CHART #2 - COVERALL NORTH AMERICA, INC For Years 2014 to 2016^{1,2} & MELTON FRANCHISE SYSTEMS, INC For Years 2014 and 2016 Transfers of Janitorial Franchise Outlets from Franchisees to New Owners (Other than the Franchisor)		
Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2016	0
Louisiana	2014	0
	2015	1
	2016	1
Maryland	2014	0
	2015	0
	2016	0
Michigan	2014	1
	2015	2
	2016	2
Nevada	2014	2
	2015	2
	2016	1
Nebraska	2014	1
	2015	0
	2016	0
New Jersey	2014	1
	2015	2
	2016	4
New York	2014	3

CHART #2 - COVERALL NORTH AMERICA, INC For Years 2014 to 2016^{1,2} & MELTON FRANCHISE SYSTEMS, INC For Years 2014 and 2016 Transfers of Janitorial Franchise Outlets from Franchisees to New Owners (Other than the Franchisor)		
Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2015	0
	2016	6
North Carolina	2014	0
	2015	0
	2016	2
Ohio	2014	5
	2015	0
	2016	2
Oregon	2014	1
	2015	0
	2016	0
Pennsylvania	2014	0
	2015	0
	2016	1
South Carolina	2014	0
	2015	0
	2016	0
Texas	2014	1
	2015	1
	2016	1

CHART #2 - COVERALL NORTH AMERICA, INC For Years 2014 to 2016^{1,2} & MELTON FRANCHISE SYSTEMS, INC For Years 2014 and 2016 Transfers of Janitorial Franchise Outlets from Franchisees to New Owners (Other than the Franchisor)		
Column 1 State	Column 2 Year	Column 3 Number of Transfers
Utah	2014	0
	2015	1
	2016	0
Virginia	2014	1
	2015	0
	2016	01
Wisconsin	2014	1
	2015	2
	2016	2
Totals	2014	50
	2015	35
	2016	38

**CHART #3 - COVERALL NORTH AMERICA, INC For Years 2014 to 2016^{1,2} &
MELTON FRANCHISE SYSTEMS, INC For Years 2014 and 2016**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened (new sales)	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
Alabama	2014	1	0	1	0	0	0	1
	2015	1	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Arizona	2014	1	0	1	0	0	0	2
	2015	2	0	0	0	0	0	1
	2016	1	0	1	0	0	0	0
California³	2014	1112	88	53	0	0	0	1151
	2015	1151	107	63	1	0	77	1116
	2016	1116	114	67	0	0	201	960
Colorado	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Connecticut	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Delaware	2014	13	0	0	0	0	0	14
	2015	14	1	0	0	0	0	15
	2016	15	2	1	0	0	3	14
Florida	2014	741	99	68	0	0	0	768
	2015	768	92	23	0	0	10	827
	2016	827	99	28	0	0	124	768
Georgia³	2014	134	34	23	0	0	0	148
	2015	148	67	31	0	0	0	183
	2016	183	30	39	0	0	1	178

**CHART #3 - COVERALL NORTH AMERICA, INC For Years 2014 to 2016^{1,2} &
MELTON FRANCHISE SYSTEMS, INC For Years 2014 and 2016**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened (new sales)	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
Hawai	2014	148	14	8	0	0	0	154
	2015	154	36	8	0	0	14	168
	2016	168	33	6	0	0	13	181
Illinois	2014	248	16	15	0	0	0	250
	2015	250	29	25	0	0	0	253
	2016	253	28	37	0	0	0	244
Indiana	2014	11	0	2	0	0	0	9
	2015	9	2	1	0	0	0	10
	2016	10	0	3	0	0	0	8
Iowa	2014	3	0	0	0	0	0	3
	2015	3	1	0	0	0	0	5
	2016	5	1	1	0	0	0	5
Kansas	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	1
Kentucky	2014	10	0	0	0	0	0	10
	2015	10	0	0	0	0	0	10
	2016	10	2	0	0	0	0	12
Louisiana	2014	26	8	4	0	0	0	31
	2015	31	4	0	0	0	0	36
	2016	36	14	1	0	0	7	41
Maine	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Maryland	2014	126	14	40	0	0	0	101

**CHART #3 - COVERALL NORTH AMERICA, INC For Years 2014 to 2016^{1,2} &
MELTON FRANCHISE SYSTEMS, INC For Years 2014 and 2016**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened (new sales)	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
	2015	101	9	4	0	0	0	106
	2016	106	15	25	0	0	1	95
Michigan	2014	207	22	19	0	0	0	211
	2015	211	23	6	0	0	0	227
	2016	227	32	34	0	0	0	225
Minnesota	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Mississippi	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	1	0	0	0	0
Missouri	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	1	0	0	0	0
Nevada	2014	94	13	19	0	0	0	92
	2015	92	17	17	0	0	0	92
	2016	92	13	15	0	0	4	83
Nebraska	2014	8	5	3	0	0	0	9
	2015	9	4	0	0	0	0	13
	2016	13	4	1	0	0	0	16
New Hampshire	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
New Jersey	2014	297	34	29	0	0	0	303

**CHART #3 - COVERALL NORTH AMERICA, INC For Years 2014 to 2016^{1 2} &
MELTON FRANCHISE SYSTEMS, INC For Years 2014 and 2016**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened (new sales)	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
	2015	303	38	5	0	0	21	318
	2016	318	42	37	0	0	20	301
New York³	2014	240	22	40	0	0	0	221
	2015	221	26	0	0	0	17	230
	2016	230	41	56	0	0	2	211
North Carolina	2014	100	19	11	0	0	0	108
	2015	108	25	8	0	0	0	126
	2016	126	31	26	0	0	0	133
Ohio	2014	512	65	63	0	0	0	509
	2015	509	91	28	0	0	0	571
	2016	571	101	18	0	0	98	557
Oklahoma	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Oregon	2014	1	0	0	0	0	0	1
	2015	1	0	1	0	0	0	1
	2016	1	6	9	0	0	0	69
Pennsylvania³	2014	273	25	29	0	0	0	270
	2015	270	62	17	0	0	0	317
	2016	317	68	21	0	0	38	325
South Carolina	2014	36	2	3	0	0	0	34
	2015	34	5	2	0	0	0	38
	2016	38	2	9	0	0	1	31
South Dakota	2014	0	0	0	0	0	0	0

**CHART #3 - COVERALL NORTH AMERICA, INC For Years 2014 to 2016^{1,2} &
MELTON FRANCHISE SYSTEMS, INC For Years 2014 and 2016**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened (new sales)	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
	2015	0	0	1	0	0	0	0
	2016	0	1	0	0	0	0	1
Tennessee	2014	1	0	1	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	1	1
Texas	2014	163	23	16	0	0	0	171
	2015	171	30	5	0	0	12	186
	2016	186	26	7	0	0	24	183
Utah	2014	51	11	7	0	0	0	55
	2015	55	17	4	0	0	0	67
	2016	67	16	4	0	0	9	70
Virginia	2014	402	48	85	0	0	0	361
	2015	361	69	18	0	0	5	406
	2016	406	44	80	0	0	0	367
Washington	2014	0	0	0	0	0	0	0
	2015	0	0	1	0	0	0	0
	2016	0	0	2	0	0	0	10
Washington D C	2014	8	4	2	0	0	0	11
	2015	11	3	0	0	0	0	13
	2016	13	2	2	0	0	0	13
Wisconsin	2014	226	35	21	0	0	0	242
	2015	242	41	3	0	0	2	279
	2016	279	34	45	0	0	1	266
West Virginia	2014	0	0	0	0	0	0	1

**CHART #3 - COVERALL NORTH AMERICA, INC For Years 2014 to 2016¹² &
MELTON FRANCHISE SYSTEMS, INC For Years 2014 and 2016**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened (new sales)	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	1	0
Totals	2014	5,197	601	563	0	0	0	5,246
	2015	5,246	799	271	1	0	158	5,624
	2016	5,624	801	577	0	0	549	5,376

Exhibit E lists the names of all current Coverall and MFS janitorial franchisees and their addresses and telephone numbers. Exhibit E also lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every Coverall or MFS janitorial franchisee who has an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceasing to do business under the franchise agreement during the most recently completed fiscal year, this includes franchisees who have transferred their franchise. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**CHART #4 - COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC
Status of Company-Owned Outlets for Years 2014 to 2016**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at the End of the Year
Totals*	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0

*Coverall and MFS had no company-owned outlets in the past 3 fiscal years

**CHART #5 - COVERALL NORTH AMERICA, INC 's AND MELTON FRANCHISE SYSTEMS'
PROJECTED OPENING OF JANITORIAL FRANCHISES JANUARY 1, 2017 - DECEMBER 31, 2017
AS OF DECEMBER 31, 2016**

State	Franchise Agreements Signed But Outlet Not Open	Projected Franchised New Outlet In The Next fiscal Year	Projected Company Owned Outlet Openings in Next Fiscal Year
California	8	134	0
Delaware	0	0	0
Florida	5	94	0
Georgia	2	34	0
Hawaii	1	18	0
Idaho	0	0	0
Illinois	1	30	0
Indiana	0	0	0
Iowa	0	0	0
Louisiana	0	8	0
Maryland	0	0	0
Michigan	2	22	0
Nebraska	0	7	0
Nevada	1	15	0
New Hampshire	0	0	0
New Jersey	2	44	0
New Mexico	0	0	0
New York	1	22	0
North Carolina	1	25	0
Ohio	5	90	0
Oregon	1	14	
Pennsylvania	3	56	0
South Carolina	0	0	0
Texas	2	36	0
Utah	1	14	0

**CHART #5 - COVERALL NORTH AMERICA, INC 's AND MELTON FRANCHISE SYSTEMS'
PROJECTED OPENING OF JANITORIAL FRANCHISES JANUARY 1, 2017 - DECEMBER 31, 2017
AS OF DECEMBER 31, 2016**

State	Franchise Agreements Signed But Outlet Not Open	Projected Franchised New Outlet In The Next fiscal Year	Projected Company Owned Outlet Openings in Next Fiscal Year
Virginia	2	44	0
Washington, D C	1	30	0
Wisconsin	3	37	0
Totals	42	774	0

If one of our or Coverall or MFS' offices had franchisees with whom they had no communication within 10 weeks of the issuance date of this Franchise Disclosure Document then, a list of these names, addresses, and telephone numbers is also attached as part of Exhibit E Coverall and MFS have not had any company-owned franchises in the last 3 fiscal years If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system We are not aware of any trademark specific independent franchisee associations and no independent franchisee organizations have asked to be included in this disclosure document

During the last 3 fiscal years, we have not signed any confidentiality clauses with any franchises that would restrict any franchisees from speaking openly about their experience with Coverall

COVERALL SYSTEM

The following charts disclose the number of franchisees in Coverall's and its Service Franchisees' Support Centers Service Franchisees are independently owned and operated The following charts were drafted based on Coverall's and its Service Franchisees' independent data as reported to Coverall as of December 31, 2016

**CHART #1 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISES
System-wide Outlet Summary of Janitorial Franchises
For Years 2014 to 2016**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2014	8,039	7,504	-535
	2015	7,504	7,690	+186
	2016	7,690	7,372	-318
	2014	0	0	0

CHART #1 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISES
System-wide Outlet Summary of Janitorial Franchises
For Years 2014 to 2016

Company-Owned	2015	0	0	0
	2016	0	0	0
Total Outlets	2014	8,039	7,504	-535
	2015	7,504	7,690	+186
	2016	7,690	7,372	-318

CHART #2 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISEES
System-wide Transfers of Janitorial Franchise Outlets from
Franchisees to New Owners
(Other than the Franchisor)
For Years 2014 to 2016

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	2014	0
	2015	0
	2016	0
Arizona	2014	0
	2015	2
	2016	2
Arkansas	2014	0
	2015	0
	2016	0
California	2014	16
	2015	10
	2016	6
Colorado	2014	0

**CHART #2 - COVERALL NORTH AMERICA, INC AND
SERVICE FRANCHISEES
System-wide Transfers of Janitorial Franchise Outlets from
Franchisees to New Owners
(Other than the Franchisor)
For Years 2014 to 2016**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2015	0
	2016	0
Connecticut	2014	0
	2015	0
	2016	7
Delaware	2014	0
	2015	0
	2016	0
Florida	2014	12
	2015	9
	2016	7
Georgia	2014	2
	2015	4
	2016	2
Hawaii	2014	0
	2015	0
	2016	1
Illinois	2014	5
	2015	1
	2016	1
Indiana	2014	1
	2015	0
	2016	1
Iowa	2014	0

**CHART #2 - COVERALL NORTH AMERICA, INC AND
SERVICE FRANCHISEES
System-wide Transfers of Janitorial Franchise Outlets from
Franchisees to New Owners
(Other than the Franchisor)
For Years 2014 to 2016**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2015	0
	2016	0
Kansas	2014	0
	2015	0
	2016	0
Kentucky	2014	0
	2015	0
	2016	0
Louisiana	2014	0
	2015	1
	2016	1
Maine	2014	0
	2015	0
	2016	0
Maryland	2014	1
	2015	0
	2016	0
Massachusetts	2014	2
	2015	0
	2016	0
Michigan	2014	1
	2015	3
	2016	2
Minnesota	2014	0

**CHART #2 - COVERALL NORTH AMERICA, INC AND
SERVICE FRANCHISEES
System-wide Transfers of Janitorial Franchise Outlets from
Franchisees to New Owners
(Other than the Franchisor)
For Years 2014 to 2016**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2015	0
	2016	0
Mississippi	2014	0
	2015	1
	2016	0
Missouri	2014	0
	2015	0
	2016	0
Nevada	2014	2
	2015	2
	2016	1
Nebraska	2014	1
	2015	0
	2016	0
New Hampshire	2014	0
	2015	0
	2016	0
New Jersey	2014	2
	2015	4
	2016	4
New York	2014	4
	2015	1
	2016	6
North Carolina	2014	2

**CHART #2 - COVERALL NORTH AMERICA, INC AND
SERVICE FRANCHISEES
System-wide Transfers of Janitorial Franchise Outlets from
Franchisees to New Owners
(Other than the Franchisor)
For Years 2014 to 2016**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2015	1
	2016	3
Oklahoma	2014	5
	2015	0
	2016	2
Ohio	2014	0
	2015	0
	2016	0
Oregon	2014	1
	2015	0
	2016	0
Pennsylvania	2014	1
	2015	1
	2016	1
Rhode Island	2014	0
	2015	2
	2016	1
South Carolina	2014	0
	2015	0
	2016	0
Tennessee	2014	4
	2015	2
	2016	0
Texas	2014	1

**CHART #2 - COVERALL NORTH AMERICA, INC AND
SERVICE FRANCHISEES
System-wide Transfers of Janitorial Franchise Outlets from
Franchisees to New Owners
(Other than the Franchisor)
For Years 2014 to 2016**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2015	1
	2016	2
Utah	2014	0
	2015	1
	2016	0
Virginia	2014	1
	2015	0
	2016	1
Washington D C	2014	1
	2015	0
	2016	0
Wisconsin	2014	1
	2015	2
	2016	2
Totals	2014	66
	2015	48
	2016	53

CHART #3 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISEES
System-wide Status of Janitorial Franchise Outlets
For Years 2014 to 2016

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened (new sales)	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
Alabama	2014	16	7	1	0	0	3	20
	2015	20	5	0	0	0	2	31
	2016	31	4	1	0	0	5	29
Arizona	2014	85	11	13	0	0	0	85
	2015	85	19	8	0	0	0	81
	2016	81	11	14	0	0	36	98
Arkansas	2014	1	0	0	0	0	0	0
	2015	0	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
California	2014	1,509	88	53	0	0	0	1,151
	2015	1,151	107	64	1	0	77	1,117
	2016	1,117	114	67	0	0	201	961
Colorado	2014	73	15	14	0	0	0	74
	2015	74	7	15	0	0	0	67
	2016	67	0	10	0	0	0	57
Connecticut	2014	161	17	2	0	0	11	165
	2015	165	12	2	0	0	20	156
	2016	156	28	6	0	0	32	179
Delaware	2014	13	0	0	0	0	0	14
	2015	14	1	0	0	0	0	15
	2016	15	2	1	0	0	3	14
Florida	2014	1,030	134	84	0	0	15	1,061
	2015	1,061	127	56	0	0	27	1,103
	2016	1,103	136	61	0	0	138	1,036

CHART #3 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISEES
System-wide Status of Janitorial Franchise Outlets
For Years 2014 to 2016

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened (new sales)	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
Georgia	2014	134	34	23	0	0	0	148
	2015	148	67	33	0	0	0	184
	2016	184	30	40	0	0	1	178
Hawaii	2014	296	14	8	0	0	0	154
	2015	154	36	8	0	0	14	168
	2016	168	33	7	0	0	13	181
Illinois	2014	260	22	16	0	0	0	267
	2015	267	31	25	0	0	0	272
	2016	272	28	37	0	0	0	263
Indiana	2014	25	3	2	0	0	0	26
	2015	26	3	4	0	0	1	23
	2016	23	1	5	0	0	0	19
Iowa	2014	3	0	0	0	0	0	3
	2015	3	1	0	0	0	0	5
	2016	5	1	1	0	0	0	6
Kansas	2014	35	2	2	0	0	0	35
	2015	35	2	3	0	0	0	34
	2016	34	5	5	0	0	0	33
Kentucky	2014	62	6	3	0	0	0	65
	2015	65	6	6	0	0	0	67
	2016	67	7	9	0	0	0	67
Louisiana	2014	26	8	4	0	0	0	31
	2015	31	4	0	0	0	0	36
	2016	36	14	1	0	0	7	41

CHART #3 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISEES
System-wide Status of Janitorial Franchise Outlets
For Years 2014 to 2016

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened (new sales)	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
Maine	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Maryland	2014	258	29	49	0	0	0	239
	2015	239	15	18	0	0	0	232
	2016	232	39	36	0	0	1	226
Massachusetts	2014	98	3	2	0	0	5	94
	2015	94	0	94	0	0	1	0
	2016	0	0	0	0	0	0	0
Michigan	2014	239	28	19	0	0	2	247
	2015	247	29	8	0	0	1	270
	2016	270	38	38	0	0	0	272
Minnesota	2014	173	11	15	0	0	0	169
	2015	169	9	21	0	0	0	155
	2016	155	11	8	0	0	1	159
Mississippi	2014	5	2	1	0	0	0	6
	2015	6	1	0	0	0	0	8
	2016	8	1	2	0	0	0	7
Missouri	2014	79	24	11	0	0	0	92
	2015	92	7	16	0	0	0	84
	2016	84	6	6	0	0	0	88
Nebraska	2014	8	5	3	0	0	0	9
	2015	9	4	0	0	0	0	13
	2016	13	4	1	0	0	0	16

CHART #3 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISEES
System-wide Status of Janitorial Franchise Outlets
For Years 2014 to 2016

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened (new sales)	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
Nevada	2014	99	13	19	0	0	0	92
	2015	92	17	17	0	0	0	92
	2016	92	13	15	0	0	4	84
New Hampshire	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
New Jersey	2014	414	40	30	0	0	0	425
	2015	425	47	32	0	0	24	417
	2016	417	52	49	0	0	35	383
New York	2014	324	27	45	0	0	0	305
	2015	305	31	10	0	0	18	306
	2016	306	55	65	0	0	5	293
North Carolina	2014	158	25	19	0	0	0	164
	2015	164	37	15	0	0	0	190
	2016	190	39	30	0	0	1	199
Ohio	2014	530	70	63	0	0	1	531
	2015	531	97	28	0	0	3	597
	2016	597	103	19	0	0	101	580
Oklahoma	2014	26	6	2	0	0	1	28
	2015	28	17	8	0	0	1	37
	2016	37	11	0	0	0	0	47
Oregon²	2014	87	4	12	0	0	0	79
	2015	79	7	7	0	0	5	73
	2016	73	6	9	0	0	0	69

CHART #3 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISEES
System-wide Status of Janitorial Franchise Outlets
For Years 2014 to 2016

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened (new sales)	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
Pennsylvania	2014	362	32	45	0	0	0	350
	2015	350	70	21	0	0	0	401
	2016	401	71	29	0	0	38	410
Rhode Island	2014	69	5	1	0	0	8	65
	2015	65	8	15	0	0	10	48
	2016	48	5	2	0	0	7	42
South Carolina	2014	36	2	3	0	0	0	34
	2015	34	5	2	0	0	0	38
	2016	38	2	9	0	0	1	31
South Dakota	2014	0	0	0	0	0	0	0
	2015	0	0	1	0	0	0	0
	2016	0	1	0	0	0	0	1
Tennessee	2014	148	29	17	0	0	0	160
	2015	160	13	14	0	0	1	158
	2016	158	7	13	0	0	1	155
Texas	2014	312	36	42	0	0	0	307
	2015	307	45	30	0	0	13	312
	2016	312	33	10	0	0	24	314
Utah	2014	102	11	7	0	0	0	55
	2015	55	17	4	0	0	0	67
	2016	67	16	4	0	0	9	70
Virginia	2014	402	48	85	0	0	0	361
	2015	361	69	18	0	0	5	406
	2016	406	44	80	0	0	0	367

CHART #3 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISEES
System-wide Status of Janitorial Franchise Outlets
For Years 2014 to 2016

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened (new sales)	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
Washington	2014	147	16	24	0	0	0	139
	2015	139	10	27	0	0	1	126
	2016	126	8	26	0	0	0	111
Washington D C	2014	8	4	2	0	0	0	11
	2015	11	3	0	0	0	0	13
	2016	13	2	2	0	0	0	13
West Virginia	2014	0	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	1	0
Wisconsin	2014	226	35	21	0	0	0	242
	2015	242	41	3	0	0	2	281
	2016	281	34	46	0	0	1	267
Wyoming	2014	0	0	0	0	0	0	0
	2015	0	0	1	0	0	0	0
	2016	0	0	0	0	0	0	0
Totals	2014	8,041	866	762	0	0	46	7,506
	2015	7,506	1,027	634	1	0	226	7,690
	2016	7,690	1,015	764	0	0	666	7,372

Exhibit E lists the names of all current Coverall and its Service Franchisees' janitorial franchisees and their addresses and telephone numbers in the state in which this Franchise Disclosure Document is used. Exhibit E also lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every Coverall and its Service Franchisees' janitorial franchisee who has an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceasing to do business under the franchise agreement during the most recently completed fiscal year, this includes franchisees who have transferred their franchise in the state in which this Franchise Disclosure Document is used.

CHART #4 - COVERALL NORTH AMERICA, INC AND ITS SERVICE FRANCHISEES System wide Status of Company-Owned Outlets for Years 2014 to 2016							
Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at the End of the Year
Totals*	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0

*Coverall and its Service Franchisees had no company-owned outlets in the past 3 fiscal years

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**CHART #5 - COVERALL NORTH AMERICA, INC 's AND SERVICE FRANCHISEES' PROJECTED
OPENING OF JANITORIAL FRANCHISES JANUARY 1, 2017 - DECEMBER 31, 2017
AS OF DECEMBER 31, 2016**

State	Franchise Agreements Signed But Outlet Not Open	Projected Franchised New Outlet In The Next fiscal Year	Projected Company Owned Outlet Openings in Next Fiscal Year
Alabama	0	14	0
Arizona	0	12	0
Arkansas	0	1	0
California	8	134	0
Colorado	0	5	0
Connecticut	2	19	0
Delaware	0	0	0
Florida	102	219	0
Georgia	2	34	0
Hawaii	1	18	0
Idaho	0	0	0
Illinois	1	31	0
Indiana	0	8	0
Iowa	0	0	0
Kansas	0	5	0
Kentucky	1	11	0
Louisiana	0	8	0
Maine	0	0	0
Maryland	3	15	0
Michigan	2	28	0
Minnesota	0	10	0
Mississippi	0	4	0
Missouri	1	16	0
Nebraska	0	7	0
Nevada	1	15	0
New Hampshire	0	0	0
New Jersey	2	56	0
New Mexico	0	0	0
New York	6	47	0
North Carolina	1	38	0
Ohio	5	96	0
Oklahoma	1	6	0

**CHART #5 - COVERALL NORTH AMERICA, INC 's AND SERVICE FRANCHISEES' PROJECTED
OPENING OF JANITORIAL FRANCHISES JANUARY 1, 2017 - DECEMBER 31, 2017
AS OF DECEMBER 31, 2016**

State	Franchise Agreements Signed But Outlet Not Open	Projected Franchised New Outlet In The Next fiscal Year	Projected Company Owned Outlet Openings in Next Fiscal Year
Oregon	1	14	0
Pennsylvania	3	68	0
Rhode Island	0	5	0
South Carolina	0	0	0
Tennessee	0	27	0
Texas	5	61	0
Utah	1	14	0
Virginia	2	44	0
Washington	0	12	0
Washington, D C	1	30	0
Wisconsin	3	37	0
Totals	155	1169	0

ITEM 21
FINANCIAL STATEMENTS

We are a wholly-owned subsidiary of CNA Holding Corporation, therefore, our financial results are included in the consolidated audited financial statements of CNA Holding Corporation and Subsidiaries. Attached to this disclosure document as Exhibit B are the following audited financial statements: Consolidated Balance Sheets of CNA Holding Corporation and Subsidiaries as of December 31, 2016 and 2015, and the related consolidated statements of operations, stockholder's equity and cash flows for the year ended December 31, 2016, for the periods from November 3, 2015 through December 31, 2015 from January 1, 2015 through November 2, 2015, and the year ended December 31, 2014 for CNA Holding Corporation and Subsidiaries. CNA Holding Corporation guarantees our obligations to you, and a copy of the Guaranty is attached in Exhibit B.

ITEM 22
CONTRACTS

Attached to this disclosure document as Exhibit A are the following agreements: Janitorial Franchise Agreement, with attached Equipment and Supply Package List, Promissory Note, Customer Transfer Form (for transfers), and Customers Serviced Form (for renewals), Guaranty to Janitorial Franchise Agreement, Confidentiality/Non-Solicitation Agreement, Confidentiality Agreement for Franchisee's Employees, Equipment Purchase Agreement, and Franchised Business Customer Acceptance Forms.

ITEM 23
RECEIPTS

Two copies of an acknowledgement of your receipt of this disclosure document appear at the end of this disclosure document. Please return one copy to us and retain the other for your records.

COVERALL®

JANITORIAL FRANCHISE AGREEMENT

COVERALL® JANITORIAL FRANCHISE AGREEMENT
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FRANCHISE # _____

COVERALL NORTH AMERICA, INC dba COVERALL OF _____

Address
JANITORIAL FRANCHISE AGREEMENT

THIS AGREEMENT is entered into between Coverall North America, Inc, dba Coverall of _____, a corporation organized and existing under the laws of the State of Delaware ("Coverall") and _____ ("Franchisee") for the purposes of granting Franchisee the rights necessary to operate a Coverall Franchised Business Franchisee is doing business as a

☐ Corporation, state of incorporation _____ ☐ LLC, state of organization _____

Effective Date of Agreement _____

Non-Refundable Franchise Fee _____

Term of Franchise ("Initial Term") 20 years

Down Payment _____

Package Purchased P- _____

Amount Financed _____
(with interest at 12% per annum)

Initial Business Offering Period _____ business days

Financing Period _____ months

Amount of Each Monthly Installment _____

The first installment of principal and interest shall be paid on _____, 20__

Franchisee agrees to receipt of all correspondence sent via U S MAIL at the following address

Email Address _____ **FEIN** ____ - _____

Owner Name _____

Address _____

Phone _____ Percentage Interest* _____

Owner Name _____

Address _____

Phone _____ Percentage Interest* _____

Owner Name _____

Address _____

Phone _____ Percentage Interest* _____

Owner Name _____

Address _____

Phone _____ Percentage Interest* _____

TERMS OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual rights and obligations contained in this Agreement, Coverall and Franchisee agree as follows

1 NATURE AND SCOPE OF FRANCHISE

- A Coverall sells and supports franchised commercial janitorial cleaning businesses (the "Franchised Business") Franchisee is purchasing a Franchised Business and receives the right to use the Coverall System, a system for the ongoing development and operation of a commercial janitorial cleaning business, and the right to use certain Coverall trade names, service marks and trademarks, including the trade names "Coverall®," "Coverall Health-Based Cleaning System®," and/or such other names, designs, and logos as Coverall may from time to time designate (the "Marks") The Coverall® System is operated widely within the United States of America and in certain foreign countries
- B Coverall owns the Coverall System and Marks, and has the right to authorize their adoption and use
- C The rights granted to Franchisee to operate the Franchised Business are set forth in this Agreement
- D The Franchised Business shall be operated in conformity with the Coverall System and adherence to Coverall's standards, policies and procedures as they may be issued from time to time
- E Franchisee intends by executing this Agreement to purchase a Franchised Business becoming an independent business owner of a Coverall® Franchised Business

2 FRANCHISE GRANT AND TERM

- A Coverall grants Franchisee for the stated Term, the right, license, and privilege to adopt and use the Coverall System, to advertise to the public that Franchisee is a franchisee of Coverall, and to adopt and use, but only in connection with the sale of commercial cleaning services and the provision of commercial cleaning services, the Marks that Coverall shall designate from time to time
- B The Term of this Agreement is twenty (20) years
- C Upon the expiration of the Term of this Agreement, Franchisee shall have no further right to operate a Franchised Business unless Coverall and Franchisee execute a written renewal agreement ("Renewal Agreement") The Renewal Agreement shall be upon the terms and conditions as Coverall is then granting to new franchises, which terms and conditions may be materially different from the terms and conditions of this Agreement There is no charge to renew the Franchise As a condition of renewal, Franchisee shall execute a general release in favor of Coverall
- D The Term shall begin on the Effective Date

3 TERRITORY

Franchisee is not granted an exclusive territory Franchisee may conduct the Franchised Business only in the area covered by the Coverall Support Center where Franchisee bought the Franchised Business ("the Area") Coverall will sell numerous janitorial franchises in the Area

4 FRANCHISE FEE

The Franchise Fee stated on Page 1 is non-refundable A portion of the Initial Franchise Fee, \$5,000, is the price that you pay for the license granted to you to use the Coverall® Marks and System

5 ROYALTY AND SUPPORT FEE

Franchisee is obligated to pay Coverall a Royalty and Support Fee on Franchisee's monthly Gross Dollar Volume Gross Dollar Volume includes all service fees billed to a customer The Royalty is for the right to use the Coverall System and the Marks, and the Support Fee is for the support that Coverall provides to Franchisee

- A Royalty Franchisee shall pay Coverall a Royalty in an amount equal to five percent (5%) of Franchisee's monthly Gross Dollar Volume billed, and the Royalty shall be payable monthly on the last calendar day of the month following the month in which Franchisee serviced the customers

- B Support Fee Franchisee shall pay Coverall a Support Fee equal to ten percent (10%) of Franchisee's monthly Gross Dollar Volume billed, and the Support Fee shall be payable monthly on the last calendar day of the month following the month in which Franchisee serviced the customers

6 OTHER FEES

- A Special Services Finder's Fee Special service contracts are one-time, non-recurring contracts for services such as carpet cleaning, strip and waxing, window washing, or initial cleaning. A fee shall be charged for special service contracts obtained by Coverall and accepted by Franchisee. However, there shall be no fee charged for special service contracts obtained solely by Franchisee.
- B Transfer Fee
- (i) The Transfer Fee charged pursuant to Coverall's consent to the assignment in whole or in part of the Franchised Business and/or this Agreement to a third party is the fee as published and revised from time to time, in the Franchised Business Policies and Procedures Manual (the "Policies and Procedures Manual")
 - (ii) The Customer Transfer Administrative Fee charged for transfer of a customer to another Franchisee is ten percent (10%) of the Regular Service Volume attributable to each transferred customer, not to exceed Five Hundred Dollars (\$500) per customer transferred
 - (iii) The Business Owed Transfer Administrative Fee charged for the transfer of Business Owed to another franchisee is ten percent (10%) of the Business Owed transferred. (Business Owed is defined in Paragraph 13.)
- C Bid and Negotiation Fee If Franchisee requests assistance from Coverall with bidding (for example, establishing the contract price) for a potential customer, there will be a one-time fee as published and revised from time to time in the Policies and Procedures Manual.

7 PAYMENT OF FEES AND OTHER OBLIGATIONS

Coverall supports Franchisee by billing and collecting Franchisee's Gross Dollar Volume, its customer receivables (See Paragraph 16B). Franchisee hereby authorizes Coverall to deduct from Franchisee's Gross Dollar Volume, or any other amounts collected on Franchisee's behalf, the financed portion of the Franchise Fee (principal and interest), Royalties, Support Fees, the financed portion of any Sales and Marketing Fees for the purchase of Additional Business (principal and interest), Special Services Finder's Fees, any Retentions for National Account Customers, the financed portion of equipment purchases (principal and interest), fees charged to participate in any Coverall insurance programs, any other obligations due and owing to Coverall by Franchisee, and any other fees or charges that Franchisee may authorize Coverall to deduct ("Authorized Deductions").

8 BUSINESS MULTIPLIERS

The Business Multipliers are factors that determine the amount that either Franchisee must pay Coverall for Additional Business, or that Coverall may pay to Franchisee to purchase Franchisee's customers or Business Owed. The Business Multipliers are the factors published and revised from time to time in the Policies and Procedures Manual. The Business Multiplier applied to purchases of Additional Business by Franchisee may be higher if Franchisee has previously lost customers for cause.

9 TRAINING

Franchisee acknowledges the importance of quality and uniformity of business operation among all Franchised Businesses in the Coverall System, and Franchisee agrees to enroll Franchisee or, with Coverall's consent, Franchisee's designated employee(s) in the Initial Training program.

- A Initial Training is a forty (40) plus hour program that consists of classroom and on-site instruction on, among other things, cleaning techniques, customer service, and business management.
- B Initial Training may take up to eight (8) weeks to complete, or longer depending upon Franchisee's schedule.

- C Coverall's obligation to offer Franchisee sufficient customers to fill Franchisee's Franchise Package does not begin until
- (i) Franchisee or Franchisee's designated employee, as approved by Coverall, has satisfactorily completed the Initial Training,
 - (ii) Franchisee has complied with the provisions of Paragraph 10 of this Agreement, and
 - (iii) Franchisee's background screening has been approved

10 INCORPORATION, BUSINESS LICENSE AND BUSINESS BANK ACCOUNT

Franchisee must be a corporation or limited liability company, and Franchisee must keep separate accounting, banking, and financial records for the operation of its Coverall Franchised Business. Prior to signing this Agreement, Franchisee shall procure a business license, if applicable, obtain a Federal Employer Identification Number ("FEIN"), and open a business bank account in the name of the Franchised Business.

11 MANUALS

Coverall shall loan Franchisee the Coverall Operations Manual and Policies and Procedures Manual (the "Manuals"), and grant access to Coverall's on-line training program. The Manuals contain detailed proprietary information about the Coverall System. Franchisee agrees to promptly adopt and use exclusively the methods, policies and procedures contained in the Manuals; the Manuals are revised from time to time. Franchisee acknowledges that Coverall owns all proprietary rights in and to the Coverall System, and that the information revealed in the Manuals, in their entirety, constitutes confidential trade secrets. Without the prior written consent of Coverall, Franchisee shall not disclose the content of the Manuals to any person, except employees of Franchisee for purposes related solely to the operation of the Franchised Business, nor shall Franchisee reprint or reproduce the manuals in whole or in part for any purpose except in connection with the instruction of Franchisee's employees in the operation of the Franchised Business. Upon termination of the Franchise for any reason, Franchisee shall return the Manuals to Coverall.

12 COMPLIANCE WITH COVERALL SYSTEM

Franchisee agrees that every component of the Coverall System is important to Coverall and the operation of the Franchised Business, including, but not limited to, uniformity of services, appearance, and adherence to Coverall standards and policies. Coverall shall have the right to observe and evaluate from time to time Franchisee's business operations, including but not limited to, on-site visits and surveying any customer premises serviced by Franchisee to assure that the quality of the services rendered is in accordance with Coverall standards and policies.

13 THE FRANCHISE PACKAGE

Franchisee purchased the Franchise Package described on Page 1. Coverall is obligated to fulfill that Franchise Package by offering Franchisee commercial cleaning customers within the Initial Business Offering Period described on Page 1. Coverall procures commercial cleaning customers and offers those customers to Franchisee to fulfill the Franchise Package and get Franchisee started in the Franchised Business. Franchisee may accept or reject an offered customer.

Coverall does not have an inventory of customers and that is why Coverall has a specified number of business days from the date on which Franchisee completes mandatory training to offer customers to fill the Franchise Package. The Regular Service Volume that Coverall is obligated to offer Franchisee is commonly referred to as "Business Owed." Business Owed refers to Initial Business, to Additional Business purchased by Franchisee, and to Replacement Business owed pursuant to certain guarantees.

- A The Franchisee Fee includes Initial Business. The amount of Initial Business is equal to the Franchise Package purchased. Initial Business is a specific dollar amount of Regular Service Volume.

- B The Franchise Package purchased is not a guarantee that Franchisee will earn an equivalent amount of Gross Dollar Volume each month, and except for customers lost during the guarantee period, neither does it mean that Coverall is obligated at any time to replace lost customers to enable Franchisee to maintain that level of Gross Dollar Volume
- C Coverall is obligated to offer Franchisee, within the Initial Business Offering Period, one or more commercial cleaning customers to fulfill the Initial Business. The customers offered to Franchisee may be new customers recently acquired by Coverall, or existing customers that become available for resale. Coverall's obligation to offer customers to Franchisee does not arise until Franchisee has satisfied the obligations of Paragraph 9
- D If Franchisee accepts a customer offered to fulfill Initial Business that has Regular Service Volume in excess of that required to fulfill Initial Business, the excess Regular Service Volume is Additional Business and Franchisee must pay Coverall for the excess as provided in Paragraph 15. As a condition of acceptance and purchase of Additional Business, you will be required to sign a general release in favor of Coverall
- E The Service Agreements for customers accepted by Franchisee will be assigned to Franchisee subject to the terms and conditions of this Agreement and the Assignment, and will become assets of the Franchised Business. The Assignment shall be conditional subject to, among other things, payment in full of the financed portion of the Franchise Fee or purchases of Additional Business. Assignment of the Service Agreements shall not prohibit Coverall from selling Special Services, equipment, chemicals or supplies to Franchisee's customers. Franchisee may accept and service National Account Customer locations, locations of local multiple location customers, or customers with contracts that prohibit assignment, but these customers will not be assigned to Franchisee and Franchisee's only interest in such customers will be the right to receive the amounts specified in Paragraph 16B(ii)
- F If Franchisee refuses to accept any customer offered by Coverall to fulfill Initial Business, the time for offering the Initial Business is extended, and Coverall shall remain obligated to offer, within a reasonable period of time after the expiration of the Initial Business Offering Period, the amount of Initial Business reasonably refused by Franchisee
- G The Initial Business Offering Period may be suspended if
 - (i) Coverall requires Franchisee to attend retraining, or
 - (ii) Franchisee is in breach of any material provision of this Agreement or any other agreement between Coverall and Franchisee
- H If the Initial Business Offering Period expires and Coverall has not offered Franchisee sufficient customers with adequate Regular Service Volume to satisfy the total amount of Initial Business, Franchisee may request Coverall to
 - (i) Pay Franchisee for the amount of the Franchise Package not timely offered times the Business Multiplier applicable to the purchase of Additional Business under this Paragraph 13H as published and revised from time to time in the Policies and Procedures Manual, and
 - (ii) Coverall shall first apply refunds due pursuant to 13H (i) to any obligations owed by Franchisee to Coverall, and pay the balance, if any, to Franchisee

This is the sole remedy available to Franchisee for Coverall's failure to timely offer Initial Business

14 THE COVERALL INITIAL BUSINESS GUARANTEE

Coverall provides a limited guarantee of the Initial Business accepted by Franchisee. The purpose of the guarantee is to help Franchisee through the start-up phase of the Franchised Business. The guarantee applies only to customers lost through no fault of Franchisee, and entitles Franchisee to a one (1) time replacement of each customer's monthly Gross Dollar Volume accepted by Franchisee to fulfill Initial Business. The guarantee does not apply to Initial Business customers voluntarily abandoned by Franchisee

- A Initial Business is guaranteed for a one time only replacement for twelve (12) months from the date Franchisee first services the customer, but only if the customer is lost through no fault of Franchisee. The guarantee entitles Franchisee to a one-time replacement of Initial Business Regular Service Volume (customer) lost through no fault of Franchisee. Coverall will within a reasonable period of time offer Franchisee one or more customers generating Regular Service Volume at least equal to that lost by Franchisee to fulfill the guarantee

- B The guarantee period begins to run on the date Franchisee begins servicing the Initial Business customer
- C If the customer(s) offered to replace the guaranteed lost Initial Business generates Regular Service Volume in excess of that lost and Franchisee accepts the customer, Franchisee will have to pay Coverall for the excess Regular Service Volume. The payment to Coverall shall be equivalent to the Business Multiplier times the excess Regular Service Volume

15 GROWING THE FRANCHISED BUSINESS

After Franchisee's Franchise Package is filled, Coverall is not obligated to offer Franchisee additional Regular Service Volume ("Additional Business"). Franchisee may grow the Franchised Business by i) personally obtaining customers for the Franchised Business, ii) purchasing Additional Business from Coverall in the event Coverall has Additional Business available to offer Franchisee, or iii) purchasing Additional Business from other Coverall franchise owners. As a condition of acceptance and purchase of Additional Business from Coverall, you will be required to sign a general release in favor of Coverall. Additional Business, including National Account Customers, may be new customers recently acquired by Coverall, or they may be existing customers that become available for resale.

- A The fee charged for Additional Business is the Business Multiplier times the Regular Service Volume Franchisee desires to purchase (the "Sales and Marketing Fee"). Franchisee may pay a higher multiple if Franchisee has previously lost a customer for cause. Once Franchisee has paid in full for the Additional Business, Coverall will have a reasonable period of time from the date of payment in full within which to offer the Additional Business. If Coverall does not offer the Additional Business within a reasonable period of time, Franchisee will be entitled to a refund of the Sales and Marketing Fee paid to Coverall.
- B From time to time, Coverall may initiate an offer of Additional Business to Franchisee. If Franchisee accepts the offer, Franchisee shall pay the Sales and Marketing Fee stated in Paragraph 15A. Coverall may finance up to fifty percent (50%) of the Sales and Marketing Fee.
- C Additional Business purchased from Coverall is guaranteed for a one time only replacement for six (6) months from the date Franchisee first services the customer, but only if the customer is lost through no fault of Franchisee. Coverall will replace the monthly Gross Dollar Volume of the Additional Business within a reasonable period of time. If Coverall does not offer the replacement Additional Business within a reasonable period of time, Franchisee's sole remedy is a refund of the Sales and Marketing Fee paid to Coverall. Coverall shall first apply any refund due under this Paragraph 15C to any obligations owed by Franchisee to Coverall, and pay the balance, if any, to Franchisee. The Additional Business guarantee does not apply to customers obtained by Franchisee or to promotional Regular Service Volume provided to Franchisee by Coverall free of charge.

16 BUSINESS AND SUPPORT SERVICES PROVIDED BY COVERALL

Coverall provides business and support services to Franchisee for the Support Fee paid to Coverall. Coverall will provide the following services:

- A Additional Training Franchisee is required to complete Initial Training in the Coverall System. Subsequent training is Additional Training, and may include, but shall not be limited to, any training course offered in the Initial Training, or any other training provided by Coverall to Franchisee and/or Franchisee's employee(s). Additional Training may also include courses introducing new methods and any certification requirements developed after the Initial Training, which Additional Training may be mandatory in Coverall's sole discretion. Franchisee's Additional Training may be offered online, through webinars, personal consultation and/or through group seminars. Personal consultations may be scheduled at the request of Franchisee and may be conducted by telephone or in person. There is no charge for Additional Training.
- B Billing and Collection Coverall provides billing and collection services for Franchisee, including billing customers for services and supplies provided by Franchisee, collecting the amounts due from those customers, and remitting to Franchisee the amounts collected from those customers on Franchisee's behalf, less Authorized Deductions. Coverall has the exclusive right to bill and collect in your business name from your customers during the Term of this Agreement.

- (i) At the beginning of each month, Coverall shall invoice and collect payment from Franchisee's customers according to the customer contract (the "Service Agreement"), and for any other services and supplies that may have been provided by Franchisee. On the last calendar day of the month following the month in which the services and supplies were provided by Franchisee (if the last calendar day of the month falls on a weekend and/or holiday, payment will be made on the next business day), Coverall will distribute to Franchisee amounts collected from Franchisee's customers less the Authorized Deductions. If applicable, Coverall will remit any state sales tax collected from Franchisee's customers to the appropriate state taxing authority.
 - (ii) With the exception of National Account Customers that Franchisee's Franchised Business may service, Franchisee is entitled to receive the total amount collected from each customer, less all Authorized Deductions. National Account Customers are customers that have multiple national or regional locations. Coverall may retain a percentage, or another specified portion, of the total amount collected from the National Account Customer (the "Retention"). Therefore, the amount that Franchisee will receive for servicing a National Account Customer location may not be equivalent to a pro rata share of the total monthly amount that is collected from the National Account Customer, or equivalent to the amount that is collected from the National Account Customer for the location serviced by Franchisee. To the extent that there is excess Retention, those funds are kept by Coverall. The Retention, however, does not affect the amount of Regular Service Volume offered to you to fulfill either your Initial Package or sold to you as Additional Business.
 - (iii) If a customer discontinues Franchisee's services for any reason and the customer is Franchisee's only customer, Coverall shall have the right to apply the entire amount of any payment subsequently collected by Coverall from that customer to any amount owed by Franchisee to Coverall. Nothing contained in this Paragraph 16B(iii), however, shall be construed to release Franchisee from its obligations to Coverall for any amount remaining due after applying the funds received from the discontinued customer.
 - (iv) If a customer that Coverall bills on Franchisee's behalf is delinquent in payment, Coverall may, after consulting with Franchisee, stop invoicing that customer. If Franchisee chooses to continue servicing a delinquent customer, Franchisee does so at the risk of non-payment.
 - (v) If Coverall must file a lawsuit against a delinquent customer and Coverall collects from that customer, Franchisee will be entitled to receive the amount collected net of Coverall's Royalty and Support Fee and the costs of collection, including attorney's fees, costs, and expenses.
 - (vi) Coverall may, after consulting with Franchisee, settle and compromise delinquent customer obligations, which means that Coverall may agree to accept less than the amount owed by the customer. Franchisee will be entitled to receive the amount collected net of Coverall's Royalty and Support Fee and the costs of recovery, including attorney's fees, costs and expenses.
 - (vii) The balance of the funds collected from Franchisee's delinquent customers pursuant to Paragraphs 16B(v) and (vi) will first be applied to any amount owed by Franchisee to Coverall, and the balance, if any, will be paid to Franchisee.
 - (viii) Franchisee agrees to cooperate with Coverall in the collection of delinquent customer receivables, including but not limited to reassignment of the Service Agreement to Coverall.
 - (ix) If Franchisee chooses at its own expense to file a lawsuit to collect from a delinquent customer, Franchisee must pay Coverall its Royalty and Support Fee on any amount collected.
- C Cash Flow Protection Services Coverall will advance [loan] to Franchisee the amounts billed to Franchisee's customers, whether or not those amounts have been collected. Advances will be made no earlier than the last calendar day of the first month following the month the services and supplies were provided (if the last calendar day of the month falls on a weekend and/or holiday, payment will be made on the next business day). Advances attributable to billings for any one customer shall not exceed an amount equal to billings for sixty (60) days and shall not remain outstanding for a period exceeding ninety (90) days from invoice date. If advances remain uncollected from the customer at the end of ninety (90) days, Franchisee shall repay Coverall the total amount billed to the customer that is advanced to Franchisee. Coverall may recover the advance through Franchise Statement Deductions. However, if Franchisee has insufficient Gross Dollar Volume to cover the advances, then Franchisee must pay Coverall directly.

17 FRANCHISED BUSINESS OPERATIONS

Franchisee acknowledges that every component of the Coverall System is important to Coverall, its Franchisees, and to the operation of the Franchised Business. Franchisee shall comply with the entire Coverall System, including but not limited to the following:

- A Franchisee to Attend Training Course Franchisee shall attend and successfully complete Initial Training, and any other Additional Training that Coverall may require from time to time. Coverall may, in its sole discretion, agree in writing to allow a designee of Franchisee to attend initial Training instead of Franchisee. Franchisee's employees may also attend training.
- B Retraining of Franchisee If any of the following events occur, Franchisee may be required to attend retraining:
 - (i) Within a sixty (60) day period, any two (2) customers being serviced by Franchisee, complains about Franchisee's faulty workmanship, lack of trustworthiness, or any other claimed default by Franchisee, or
 - (ii) At any time any customer being serviced by Franchisee cancels Franchisee's services for faulty workmanship, lack of trustworthiness, or other default under that customer's Service Agreement.

In the event of retraining, the time within which Coverall must offer any remaining Initial Business or Additional Business will be suspended from the time Franchisee is requested to attend retraining until Franchisee completes retraining to Coverall's satisfaction.

- C Staffing Franchisee shall be responsible for all employment decisions and functions of the Franchised Business, including without limitation, hiring, firing, training, wage and hour compliance, compliance with federal immigration laws, record keeping, and supervision.
- D Franchisee to Use Coverall Approved Equipment, Chemicals and Cleaning Supplies Franchisee shall use only Coverall specified equipment, chemicals and cleaning supplies in Franchisee's Franchised Business. Specifications may change from time to time, and Franchisee shall at Franchisee's sole expense comply with any such changes. Coverall will provide Franchisee with specifications at Initial Training and the procedures to obtain approval on non-approved equipment, chemicals, and supplies will be published and revised from time to time in the Policies and Procedures Manual.
- E Identifying Franchisee's Franchised Business Franchisee shall identify its Franchised Business as an independently owned and operated franchise of Coverall (in the manner Coverall specifies) and cause all persons involved in the operation of the Franchised Business to reflect that independent status with customers and other third parties. Franchisee shall cause all persons involved in the operation of the Franchised Business to wear approved apparel. Franchisee shall comply with customer-imposed requirements, which may include the use of identification badges.
- F Insurance Franchisee shall acquire and maintain in effect the following insurance coverage in the following minimum amounts, or in the amounts that Coverall may require according to the Policies and Procedures Manual, as published and revised from time to time:
 - (i) Janitorial bonding in an amount not less than \$100,000,
 - (ii) Comprehensive liability insurance covering property damage, loss and personal injury in amounts not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and a \$5,000,000 umbrella policy, which policy shall not contain an exclusion for property in Franchisee's care, custody and control,
 - (iii) Comprehensive automobile liability insurance, including personal injury and property damage insurance, in the minimum amount of \$50,000, or the amount required by state law, whichever is higher,
 - (iv) Workers' compensation insurance for Franchisee and its employees for statutory limits (regardless of the requirements of state law, if Franchisee has employees, utilizes subcontractors or is assisted by family members, Franchisee shall purchase workers' compensation insurance),
 - (v) If Franchisee does not have workers' compensation covering the owner of the Franchised business, then Franchisee must obtain on-the-job accident and disability coverage for the owners of the Franchise having the following minimum coverage: accidental death (\$20,000 00), accidental dismemberment (\$20,000 00), paralysis (\$20,000 00), temporary total disability

- (\$500 00 per week for 52 weeks), continuous disability (\$500 00 per week for 52 weeks), and accident medical expense (maximum benefit of \$50,000 00 for 52 weeks),
- (vi) Employer's liability insurance in amounts no less than \$100,000 00 each accident for Franchisee and all of its employees, and
 - (vii) Franchisee shall comply with all state and federal laws to maintain a proper unemployment insurance account

All insurance policies shall name Coverall as an additional insured. Franchisee shall provide Coverall with proof of the above insurance coverage prior to Franchisee starting his Franchised Business and no later than ten (10) days after Franchisee completes Initial Training. If Franchisee fails to obtain any or all insurance as specified herein and approved by Coverall, Coverall may (but shall not be required to), in addition to other remedies, purchase such insurance for the benefit of Franchisee in which event Franchisee agrees to promptly reimburse Coverall for the cost. In the event it becomes necessary for Franchisee to reimburse Coverall for the costs of insurance, Franchisee hereby authorizes Coverall to deduct the costs of the insurance, on a monthly basis, or as is otherwise necessary, from Franchisee's Gross Dollar Volume.

Franchisee may choose to participate in Coverall's Business Protection Plan and other insurance programs that offer some of the insurance coverage required by this Paragraph. The cost of participating in Coverall's Business Protection Plan or other insurance programs is typically more expensive than similar insurance coverage available from other sources. Coverall earns a profit on its Business Protection Plan and other insurance programs.

- G Franchisee to Abide by Policies and Procedures Franchisee shall be free to conduct its business as it deems best in providing services to its customers. However, Franchisee understands and acknowledges that implementation of the Coverall System is essential to the Coverall® brand in order to
- (i) Develop and maintain quality operating standards,
 - (ii) Increase the demand for the services sold by other franchisees and by Coverall on behalf of all franchisees operating Coverall Franchised Businesses, and
 - (iii) Protect Coverall's brand, reputation and goodwill

Franchisee may not implement any modification to the System without Coverall's prior written consent. Coverall shall have the right to incorporate any modification to the System developed by Franchisee without compensation to Franchisee.

- H Franchisee to Abide by all laws Franchisee agrees to abide by all of the terms of this Agreement, the Policies and Procedures Manual and all federal, state and local laws, including but not limited to
- (i) Franchisee shall obtain all applicable business licenses and/or registrations from all local or state agencies having jurisdiction over Franchisee's Franchised Business, as required. Franchisee shall furnish Coverall proof that Franchisee obtained the applicable business licenses and registrations.
 - (ii) Franchisee shall be solely responsible to pay any taxes or other assessments due to any governmental agencies.
 - (iii) Franchisee is solely responsible for the payment of the employer's portion of social security and other taxes required to be withheld for Franchisee's employees.
 - (iv) Franchisee shall also pay all taxes withheld from employee wages, and premiums for unemployment and worker's compensation insurance, as required by law.
 - (v) Franchisee shall provide Coverall, upon demand, proof of payment of all taxes due and compliance with all laws.

- I Modification to the System Franchisee acknowledges and agrees that due to changes in competitive circumstances, presently unforeseen changes in the needs of the market place, changing customer demands, presently unforeseen technological innovations, and for protection of the Marks, the Coverall System must be subject to modification in order to best serve the interests of Coverall, Franchisee, and the Coverall System. Accordingly, Franchisee expressly acknowledges and agrees that Coverall may from time to time alter, modify, or change the components of the Coverall System, including, but not limited to, modifying, altering, varying, and adopting new products, services, equipment, techniques, methods, programs, standards, training, sales training, forms, and policies and procedures, adding to, deleting from, or modifying those programs and services which Franchisee is authorized to offer, and changing, improving, or modifying the Marks. Franchisee agrees, at Franchisee's own expense, to adopt on a timely basis (but

in no case later than sixty (60) days after notice) any such modifications to the Coverall System set forth in updates or changes to the Policies and Procedures Manual, or in other written communications, as if they were a part of the Coverall System at the time of the execution of this Agreement. Coverall shall notify Franchisee in writing as to changes in the Policies and Procedures Manual or other changes in the operational structure of the Franchise.

- J. Coverall's Right to Audit Franchisee agrees to keep true and accurate business records and books of account which shall be open to examination by Coverall or its duly authorized agent during regular business hours, and Coverall shall have the right to examine same, including other related records. Upon Coverall's request, Franchisee shall prepare and/or produce to Coverall such records and books, and any other information, including without limitation financial statements and personal and business income tax returns, that will permit Coverall to verify that all fees due Coverall are fully, accurately, and truthfully accounted for, and that Franchisee is not otherwise in breach of this Agreement. Franchisee shall be responsible to reimburse Coverall for the cost of the audit if the audit reveals a violation of Paragraph 18A of this Agreement. Coverall's right to reimbursement shall be in addition to any other rights or remedies it has under this Agreement or otherwise.
- K. Computer Equipment Franchisee must have access to a personal computer or other device with Internet access and full-web browsing capabilities, the ability to send and receive electronic mail, and must provide Coverall with an email address.
- L. Website Franchisee may establish a website only upon obtaining Coverall's prior written consent. Franchisee shall adopt the format specified by Coverall from time to time for Janitorial Franchise websites, and shall not upload its website to the web until approved by Coverall's Marketing Department. Franchisee agrees, upon Coverall's request, to link its website to the official Coverall website, and/or remove its current website and adopt the format then mandated by Coverall's Marketing Department.
- M. Franchisee Service to Customers All services provided to the customers of the Franchised Business shall be performed in a good and workmanlike manner, satisfactory to the customers, and in accordance with Coverall standards. High quality services are essential to the reputation and goodwill associated with the Coverall System and Marks.
- N. Voluntary Abandonment of Customer by Franchisee If Franchisee desires to cease servicing a customer, Franchisee shall give Coverall ten (10) days' written notice before ceasing service. In such event, any remaining guarantee for the Regular Service Volume shall be deemed to have been fulfilled, and Coverall shall have no obligation to replace the Regular Service Volume. If the customer cancels its Service Agreement, Franchisee shall remain liable to pay any outstanding balance due on any financing related to the customer(s) abandoned by Franchisee. If, however, Coverall successfully transitions the abandoned customer to another Franchisee and but for Franchisee's abandonment, Franchisee would otherwise qualify for a guarantee, Coverall may, in its sole discretion, replace the Regular Service Volume lost due to Franchisee's abandonment of the customer applying the applicable Business Multiplier. In such instance, the replacement Regular Service Volume is not guaranteed.

18 RESTRICTIONS

Franchisee agrees and covenants as follows:

- A. In-Term Restrictions During the Term of this Agreement and any Renewal Term, Franchisee shall not, without the prior written consent of Coverall, directly or indirectly, engage in, or acquire any financial interest in (either as an individual, principal, owner, agent, employee, partner, stockholder, or director) any business which performs commercial janitorial and related commercial cleaning and maintenance services, or engages in the franchising of commercial cleaning businesses, or any related business anywhere in the Area. Franchisee shall not divert any customer of its Franchised Business to another entity, whether or not that entity is directly or indirectly controlled by Franchisee unless Franchisee obtains Coverall's written consent.
- B. Post-Term Restrictions In the event this Agreement is assigned, terminated, or expires, for any reason whatsoever, Franchisee shall not solicit, directly or indirectly, without the prior written consent of Coverall (i) any customer repurchased by Coverall or by another Coverall franchisee for a period of eighteen (18) months from the date of repurchase, and (ii) for a period of eighteen (18) months from the date of

assignment, termination or expiration of this Agreement (a) any current employee of Coverall or (b) any franchisee of Coverall

Should a customer serviced by Franchisee prior to termination initiate contact with Franchisee for the purpose of engaging Franchisee to provide cleaning or related services to customer, unless Coverall has otherwise agreed in writing, Franchisee shall decline to provide such services until such time as the term of this non-solicitation covenant has expired

- C Use of Coverall System Franchisee shall not appropriate, use or duplicate the Coverall System, or any portion thereof, for use in any other commercial or residential cleaning, maintenance or related business
- D Confidentiality Franchisee shall not disclose or reveal any portion of the Coverall System to a non-franchisee other than to Franchisee's employees who have a need to know in order to carry out the functions of their employment
- E License and Goodwill Restrictions Franchisee shall acquire no right to use, or to license the use of, any name, Mark, or other intellectual property right granted or to be granted herein, except in connection with the operation of the Franchised Business Franchisee has no right, title or interest in or to Coverall's goodwill Goodwill inures solely to the benefit of Coverall

19 FRANCHISEE IS AN INDEPENDENT CONTRACTOR

Franchisee is and shall remain at all times a completely independent contractor in business for itself operating a commercial cleaning Franchised Business, and shall have no right or interest in or authority over Coverall, the Coverall System, or any of Coverall's goodwill, property or business Franchisee hereby acknowledges that it has no authority to sign on behalf of Coverall any written agreement

- A Neither Franchisee, nor Franchisee's employees, are employees of Coverall Neither Coverall nor Franchisee is the principal, agent, employer, employee, partner, officer, director, or owner of the other Franchisee shall always hold itself out as an independent contractor in its dealings and communications with the public
- B Franchisee acknowledges and agrees that it is not an employee of Coverall, that Franchisee intended to buy a Franchised business, and that Franchisee does not intend to become an employee of Coverall Franchisee is the owner of a Franchised Business, a business owner in all respects, and is not entitled to participate in any benefits provided by Coverall to those whom Coverall classifies as its employees, and Franchisee is not covered by either Coverall's workers' compensation insurance or unemployment compensation Franchisee must purchase this insurance on its own for the benefit of employees of its Franchised Business Should any state or federal agency or court determine that Franchisee falls within the definition of an employee of Coverall under any state or federal statute, Coverall does not intend to provide Franchisee retroactively or thereafter with any benefits (including but not limited to, vacation pay, overtime, rest and meal breaks, healthcare benefits, worker's compensation, or unemployment compensation) that it may provide to those whom Coverall classifies as employees, unless obligated by law to do so Coverall may, in its sole discretion, terminate or modify this Agreement upon any such determination by a state or federal agency or court that Franchisee is an employee of Coverall

20 INDEMNIFICATION

Franchisee shall be solely responsible for its business operations, including but not limited to, the services and results of services performed by Franchisee and its employees for Franchisee's customers, and shall indemnify and hold harmless Coverall and its affiliates, and directors, officers and employees of each, and all other Coverall 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 Franchisee's business operations Franchisee further agrees that if Coverall is made a party to a lawsuit or other legal action in connection with the activities of Franchisee, then Coverall may tender the defense and/or prosecution of the case to Franchisee who shall be responsible for diligently pursuing the case or action at Franchisee's expense, or Coverall may hire counsel directly to protect its interests and bill Franchisee for all costs and attorneys' fees incurred, and Franchisee shall promptly reimburse Coverall costs and expenses incurred The obligations of Franchisee pursuant to this

Paragraph shall survive the expiration or termination of this Agreement. If Franchisee participates in Coverall's Business Protection Plan, Coverall will waive certain of its contractual indemnification rights against Franchisee except for the applicable deductibles under the Coverall Business Protection Plan.

21 ASSIGNMENT

- A Coverall's Right to Assign the Franchise Agreement Coverall may, without the consent of Franchisee, assign this Agreement, or Coverall's rights and duties under this Agreement, to any other entity or third party, whether affiliated with or independent of Coverall. Coverall may also assign to any other entity or third party, whether affiliated with or independent of Coverall, any promissory note or other negotiable instrument of Franchisee which is payable to Coverall, either in conjunction with or independent of this Agreement. Coverall's rights under this Agreement shall inure to the benefit of any assignee or legal successor to Coverall.
- B Franchisee's Right to Assign the Franchise Agreement Except as stated below, neither Franchisee nor any shareholder or member of Franchisee may transfer or assign any interest in the Agreement, the Franchised Business or shares or membership interests in Franchisee. Franchisee may, with the written consent of Coverall obtained after thirty (30) days written notice to Coverall, which consent will not be unreasonably withheld, transfer or assign all or part of its interest in this Agreement, the Franchised Business, or shares or membership interests in Franchisee provided that:
- (i) Franchisee provides Coverall a copy of any written agreements relating to the proposed Assignment, and any additional information which Coverall may require in order to determine whether it will grant its consent to the proposed assignment, including but not limited to, background investigations of the assignee(s),
 - (ii) If an Assignment of 100% of Franchisee's interest in the Franchised Business or this Agreement, the assignee enters into the Janitorial Franchise Agreement then used by Coverall for granting new franchises,
 - (iii) Franchisee shall pay Coverall the then current Transfer Fee as published in the Policies and Procedures Manual,
 - (vi) Franchisee pays to Coverall all amounts due by Franchisee to Coverall or Franchisee's assignee, subject to Coverall's consent, assumes all such obligations owed to Coverall,
 - (v) Franchisee executes confidentiality and non-solicitation agreements in assignee's favor and in Coverall's favor with terms and conditions the same as the confidentiality and non-solicitation covenants in this Agreement,
 - (vi) The assignee shall have the ability to immediately be in compliance with all laws, regulations and ordinances governing the operation of a commercial janitorial cleaning business,
 - (vii) Franchisee executes a general release, in a form satisfactory to Coverall, of any and all claims against Coverall and its affiliates and their officers, directors, employees, and agents, and
 - (viii) Any person to whom the shares or membership interests are transferred or assigned agree to be bound by the guaranty provisions of this Agreement and execute Coverall's then standard Guaranty Agreement to personally guaranty the obligations of Franchisee to Coverall and execute Coverall's then standard Confidentiality Agreement.

If, at the time of an assignment by Franchisee, there is Initial Business or Additional Business to which Franchisee ("the assignor") is entitled, which Coverall has not yet provided, this Initial or Additional Business shall be provided by Coverall to the assignee within a reasonable period of time after the assignee successfully completes the initial Training program.

If at the time of an assignment of this Agreement, Franchisee is servicing customers and those customers will be transferred to assignee, the assignee shall, within forty-five (45) days from the date of the assignment, complete to Coverall's satisfaction Initial Training. Until assignee completes the Initial Training to Coverall's satisfaction, the assignor shall remain responsible for assignor's customers, including but not limited to, supervising the assignee and/or assignee's employees servicing of the customers. If the assignee does not complete training to Coverall's satisfaction within forty-five (45) days, or assignor does not provide the required supervision, Coverall may at the end of this forty-five (45) day period terminate the assignee and Coverall will have no obligation to replace the Regular Service Volume that assignee

received from assignor. However, assignee's Franchise Agreement may be terminated prior to the expiration of forty-five (45) days if the assignee is in default under the terms of the Franchise Agreement.

Coverall may, in Coverall's sole discretion, withhold written consent of any proposed assignment in the event that Franchisee is in default under the terms of this or any other agreement with Coverall until default is cured.

- C Franchisee's Right to Transfer Customers or Business Owed Franchisee must obtain Coverall's written consent before transferring any customer or Business Owed to another franchisee, which consent will not be unreasonably withheld. Transfer Fees equal to ten percent (10%) of the Regular Service Volume attributable to each transferred customer, not to exceed \$500 each, and ten percent (10%) of the Business Owed transferred will be assessed.

22 DEFAULT AND TERMINATION

A Coverall may terminate this Agreement, effective upon delivery of written notice of termination to Franchisee, if

- (i) Franchisee (or any of its owners) has made or makes any material misrepresentation or omission in its franchise application or in acquiring the Franchised Business,
- (ii) Franchisee becomes insolvent, admits in writing the inability to pay Franchisee's monetary obligations as they mature, is adjudicated a bankrupt, voluntarily files a petition for liquidation or reorganization under any provision of the United States Bankruptcy Code, makes an assignment for the benefit of creditors or takes any other action pursuant to any federal or state insolvency statute,
- (iii) Franchisee makes an unauthorized assignment of this Agreement, the Franchised Business, or an ownership interest in Franchisee,
- (iv) In connection with the operation of the Franchised Business, Franchisee (or any of its owners) engages in any dishonest, immoral, unethical or illegal conduct which might adversely affect the reputation of the Franchised Business or Coverall or the goodwill associated with the Marks,
- (v) In the event of Franchisee's or its principal owner's death or disability, this Agreement or the principal owner's interest in the Franchise is not assigned in accordance with the provisions of Paragraph 21 of this Agreement, or
- (vi) Franchisee fails, on three (3) or more separate occasions within any twelve (12) month period, to comply with the terms of this Agreement, any other agreement between Franchisee and Coverall, or any Service Agreement, whether or not it corrects the failure after receipt of written notice.

B Coverall may terminate this Agreement, effective upon delivery of written notice of termination to Franchisee, if Franchisee fails to cure the following defaults within ten (10) days after delivery written notice of the default:

- (i) Franchisee breaches this Agreement, any other agreement between Franchisee and Coverall, or any Service Agreement, or
- (ii) Franchisee abandons the Franchised Business by failing to actively operate the Franchised Business for a period of ninety (90) consecutive days.

23 PROCEDURES AFTER EXPIRATION, TERMINATION OR ASSIGNMENT

Upon expiration, termination for any reason, or assignment of this Agreement, Franchisee shall cease to be a Coverall Franchisee and shall do all of the following acts and things, each of which shall survive the termination of this Agreement:

- A Immediately pay to Coverall all monies due to the date of expiration, termination, or assignment, and cease doing business as a Coverall franchisee. Any amounts due Coverall at or after Franchisee's termination may be offset against any amounts collected by Coverall on Franchisee's behalf.
- B Immediately and permanently discontinue the use of the Coverall System and all Coverall Marks, or any other name or designation indicating or tending to indicate that Franchisee is or ever was an authorized Coverall franchisee. Furthermore, Franchisee shall not promote or advertise the fact that Franchisee was formerly a franchisee or affiliate of Coverall.

- C Except in the case of an assignment of this Agreement, promptly surrender to Coverall all documents, including but not limited to, the Coverall Manuals, marketing material, letterhead, business forms, bearing the Coverall Marks, or any designation indicating or tending to indicate that Franchisee is or was an authorized Coverall franchisee
- D Immediately and permanently discontinue all advertising for the Franchised Business
- E Maintain all books, records, and reports required by Coverall pursuant to Paragraph 17J for a period of not less than three (3) years after the termination, and allow Coverall to perform a final audit of Franchisee's books and records during normal business hours within the three (3) year period
- F Immediately and permanently discontinue wearing any apparel indicating or tending to indicate that the Franchise is or was an authorized Coverall Franchise, and promptly surrender to Coverall all apparel bearing a Coverall Mark
- G All obligations of the parties which survive the expiration or termination of this Agreement shall continue in full force and effect
- H If Coverall terminates this Agreement, Franchisee may with Coverall's consent, which consent shall not be unreasonably withheld, sell its customers and/or Business Owed to another Coverall franchisee, or Coverall may purchase some or all of Franchisee's customers and/or Business Owed. Customers and Business Owed that Franchisee has not paid for in full are not eligible for either sale to another Franchisee or purchase by Coverall, such customers shall revert to Coverall. The amount due to Franchisee upon Coverall's purchase of Franchisee's customers and/or Business Owed will first be applied to satisfy any monetary obligations owed by Franchisee to Coverall, and the balance, if any, may, in Coverall's sole discretion, be paid to Franchisee in two (2) or more installments. As a condition precedent to Franchisee's receipt of payment from Coverall, Franchisee shall assist with the transition of any customers to another franchisee, and Franchisee may be required to execute an asset purchase agreement, which shall contain, among other provisions, a general release in favor of Coverall. Coverall will pay Franchisee an amount equal to the Multiplier applicable to such purchases as provided in the Policies and Procedures Manual times the Regular Service Volume purchased. Upon termination, Franchisee forfeits all rights to its customers, and any customers not sold by Franchisee shall revert to Coverall.
- I Upon expiration of the Term of this Agreement
 - (i) Coverall shall have an option to purchase some or all of Franchisee's customers and Business Owed, if any, excluding any promotional (free) Business Owed, which option shall be exercisable in Coverall's sole discretion. Customers and Business Owed that Franchisee has not paid for in full are not eligible for purchase by Coverall, such customers shall revert to Coverall. The option price shall be the Multiple applicable to such purchases as provided in the Policies and Procedures Manual times the Regular Service Volume attributable to those customers. The amount due upon Coverall's purchase of Franchisee's customers will first be applied to satisfy any monetary obligations owed by Franchisee to Coverall, and the balance, if any, may, in Coverall's sole discretion, be paid to Franchisee in two (2) or more installments. As a condition precedent to Franchisee's receipt of payment from Coverall, Franchisee shall assist with the transition of any customers to another franchisee, and Franchisee may be required to execute an asset purchase agreement, which shall contain, among other provisions, a general release in favor of Coverall.
 - (ii) If Coverall declines to exercise its option and Franchisee is in good standing, not in default under any provision of this Agreement, and has fully paid its obligations to Coverall
 - a) Franchisee may, with the exception of National Account Customers or customers having contracts that prohibit assignment, retain its then-existing fully paid customers, and Coverall will waive those provisions of Paragraph 18B that might be construed to prevent Franchisee from servicing those customers. All other provisions of Paragraph 18B shall remain in full force and effect.
 - b) Coverall may purchase Franchisee's fully paid Business Owed, if any, excluding any promotional (free) Business Owed, at the Multiple applicable to such purchases as provided in the Policies and Procedures Manual times the Business Owed as reflected on Coverall's books and records.

- c) The purchase price will first be applied to satisfy any monetary obligations owed by Franchisee to Coverall, and the balance, if any, will be paid to Franchisee
- d) Customers for which Franchisee has not paid in full will revert to Coverall, and any unpaid Business Owed is not eligible for purchase by Coverall
- e) Franchisee shall execute a general release in favor of Coverall

24 INFORMAL DISPUTE RESOLUTION/MEDIATION

If a dispute arises between Coverall and Franchisee and if the dispute is not resolved or settled, Coverall and Franchisee agree that prior to filing any proceeding, whether in arbitration or (if permissible) in court, they will attempt, in good faith, to settle the dispute by non-binding mediation administered pursuant to the Commercial Mediation Rules of the American Arbitration Association, or as otherwise agreed upon in writing by the parties. The mediation shall take place in the Area in which Franchisee conducts its business, and shall be administered by a neutral mediator agreed upon by the parties. In the event Coverall and Franchisee are unable to agree upon a mediator within 15 days of the date on which either party requests mediation of a matter, the mediator shall be designated by the American Arbitration Association. The costs of the mediation shall be shared equally by the parties unless otherwise agreed in writing.

25 DISPUTE RESOLUTION/ARBITRATION

- A Arbitration Except as otherwise provided in this Agreement, all controversies, disputes or claims between Coverall, its officers, directors, agents and/or employees (in their respective capacities) and Franchisee (and Franchisee's owners, officers, directors, agents and/or employees and/or any guarantors of this Agreement) arising out of or related to this Agreement or the validity of this Agreement or any provision thereof (including this arbitration agreement, the validity and scope of which Coverall and Franchisee acknowledge and agree is to be determined by an arbitrator, not a court), any related agreement between the parties or the validity thereof, the relationship of the parties hereunder or under any related agreement between the parties, and/or any specification, standard or operating procedure of Coverall, including those set forth in the Policies and Procedures Manual, which controversies, disputes or claims are not resolved in accordance with Paragraph 25, shall be submitted promptly for binding arbitration. The arbitration shall take place in the Area in which Franchisee conducts its business. Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law and, except as otherwise provided in this Agreement or agreed upon by the parties in writing, the then current Rules of the American Arbitration Association for Commercial Arbitration.
- B Franchisee and Coverall agree that arbitration shall be conducted on an individual, not a class wide basis, that only Coverall (and its officers, directors, agents and/or employees) and Franchisee (and Franchisee's owners, officers, directors and/or guarantors) may be parties to any arbitration proceeding described in this Paragraph 25B, and that no such arbitration between Coverall and Franchisee shall be consolidated with any other proceeding between Coverall and any other Franchisee or third party. Notwithstanding the foregoing or anything to the contrary in this Agreement, if any court or arbitrator determines that all or any part of this Paragraph 25B is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Paragraph, then Coverall and Franchisee agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding.
- C The parties agree that in connection with any arbitration proceeding, each party must submit or file any compulsory counterclaim (as defined by the Federal Rules of Civil Procedure) within thirty (30) days of the date of the submission or filing of the claim to which it relates or such counterclaim shall be forever barred. The parties also agree to be bound by, and the arbitrator shall be bound to apply, the provisions of any applicable limitation on the period of time in which claims must be brought, including any set forth in this Agreement. Further, the parties agree that discovery may be conducted in accordance with the provisions of the Federal Rules of Civil Procedure, provided, however, that neither party shall be required to make the initial disclosures required under Rule 26(a)(1) of the Federal Rules of Civil Procedure.
- D The decision of the arbitrator shall be conclusive and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction. The arbitrator shall not have the authority to declare any mark generic or otherwise invalid. Franchisee and Coverall waive to the fullest extent permitted by law any right or claim for any punitive or exemplary damages. Coverall reserves the right, but has no

obligation, to advance Franchisee's share of the cost of any arbitration proceeding and by doing so shall not be deemed to have waived or relinquished Coverall's right to seek the recovery of those costs

- E Injunction and Specific Performance Notwithstanding anything in Paragraphs 24 and 25 to the contrary, Coverall and Franchisee shall be entitled to apply at any time directly to a court of competent jurisdiction for the entry of preliminary and permanent injunctions and orders of specific performance. The prevailing party shall be entitled to collect from the non-prevailing party an amount equal to the costs incurred by the prevailing party in obtaining relief, including, without limitation, attorney's fees, litigation costs and expenses, as well as any damages incurred.
- F Attorneys' Fees Should either party incur attorney's fees in order to enforce the terms and conditions of this Agreement, including post-term covenants, the prevailing party shall be entitled to reimbursement by the other party of all litigation costs, including attorneys' fees.
- G Survival The parties agree that the provisions of this Paragraph 25 are intended to benefit and bind certain third party non-signatories and shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.
- H WAIVER OF JURY TRIAL TO THE EXTENT PERMITTED BY APPLICABLE LAW COVERALL AND FRANCHISEE (AND FRANCHISEE'S OWNERS, OFFICERS, DIRECTORS AND/OR ANY GUARANTORS OF THIS AGREEMENT) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.

26 TIME TO ASSERT CLAIMS

Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Coverall, or Franchisee's operation of its business, brought by any Party hereto against the other, shall be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred. This limitations period shall be enforceable to the fullest extent permitted by law.

27 GOVERNING LAW

This Agreement shall be interpreted and governed by the laws of the state in which the Franchise granted herein is located.

28 ENTIRE AGREEMENT

This is the full agreement of the parties. Any matter which is not actually written down and included in this document is not a term of this Agreement. To avoid any later misunderstanding about the exact terms of the Agreement, each party affirms, by signing this Agreement, that it has not relied on any comment, promise, or representation not actually included in this Agreement. By signing this Agreement, the parties mutually agree that no evidence shall be admitted in any proceeding as to the existence of any term or promise claimed to be a part of the Agreement unless that term is explicitly stated within the Agreement.

DO NOT SIGN THIS AGREEMENT IF FRANCHISEE IS RELYING UPON ANY REPRESENTATION OR PROMISE NOT STATED IN THIS AGREEMENT. NOTHING IN THE AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS COVERALL MADE IN THE FRANCHISE DISCLOSURE DOCUMENT THAT COVERALL FURNISHED TO FRANCHISEE.

29 AMENDMENT

This Agreement may not be modified, altered, or amended except in writing executed by all of the Parties.

30 WAIVERS

Waiver by Coverall of any one or more defaults shall not operate as a waiver of successive or other defaults and all of Coverall's rights shall continue notwithstanding any such waiver or waivers.

31 FORCE MAJEURE

No party shall be liable for any loss or damage due to any delay in the performance of the terms (except for the payment of money) by reason of strikes, lockouts, and other labor troubles, fires, riots, wars, acts of terrorism, embargoes and civil commotion, or acts of God. Any such delay shall extend performance only so long as such event is in progress.

32 SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

33 NOTICES

Any notices to be given by either Party to the other may be effected in writing either by personal delivery or by first class mail, postage prepaid. Mailed notices should be addressed to Franchisee and to Coverall at the addresses set forth on Page 1 of this Agreement. Either Party may designate a different address for notice in writing delivered to the other party. Notices personally delivered shall be deemed received when delivered. Notices sent by mail shall be deemed received on the second day following mailing.

34 SUCCESSORS BOUND

This Agreement shall bind, and shall inure to the benefit of, the executor, administrator, personal representative, heirs, successors and assigns of each of the Parties.

35 SURVIVAL OF PROVISIONS

Any provision or covenant of this Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive expiration or termination.

36 CAPTIONS

The captions used in this Agreement are inserted as a matter of convenience. The text of any paragraph of this Agreement shall control its interpretation.

37 GUARANTY

The shareholders or members of any corporate entity constituting Franchisee, and shareholders or members of any corporate entity that may own the shares of the partnership or corporate entity which is Franchisee, (the shareholders or members are listed in on page 1), do by signing this Agreement, (i) guaranty the performance of all Franchisee's responsibilities and duties, (ii) guaranty the payment of all sums which may from time to time become due to Coverall under this Agreement, and (iii) agree to be bound by Paragraphs 18, 20, 23, 24 and 25. The shareholders or members shall also, at the time of the execution of this Agreement, execute the current form Guaranty to the Coverall Janitorial Franchise Agreement. The shareholders or members also agree to execute all Promissory Notes executed by Franchisee.

This provision shall be equally binding upon the current shareholders or members of the corporate entity which is Franchisee, and upon any additional shareholders or members who may subsequently obtain an ownership interest in Franchisee, pursuant to Paragraph 21 of this Agreement. Franchisee specifically agrees that within thirty (30) days prior to any additional shareholders or members obtaining an ownership interest in Franchisee that Franchisee shall notify Coverall in writing of this fact, and such additional shareholders or members shall be approved by Coverall, who approval shall not be unreasonably refused. At that time, Coverall will give Franchisee its then current Franchisee confidentiality and guaranty form. These forms are to be executed by the additional shareholders or members concurrently with their obtaining their ownership interest in Franchisee.

38 CERTIFICATION

The Franchisee certifies that they are not, nor to their best knowledge been designated, a terrorist and/or a suspected terrorist, nor are associated and/or affiliated in any way with any terrorist and/or suspected terrorist person and/or organization, as defined in U S Executive Order 13224 and/or otherwise

If Franchisee is a company, the person signing on behalf of Franchisee certifies that, to Franchisee's best knowledge, neither Franchisee, such person, and/or any owners, officers, board members, similar individuals and/or affiliates/associates of Franchisee are, or have been designated, a terrorist and/or a suspected terrorist, nor is Franchisee or any such persons and/or affiliates/associates owned, controlled, associated and/or affiliated in any way with any terrorist and/or a suspected terrorist person and/or organization, as defined in U S Executive Order 13224 and/or otherwise

Franchisee agrees to fully comply and/or assist Coverall in its compliance efforts with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities, including without limitation the U S A Patriot Act, Executive Order 13224, and related U S Treasury and/or regulations, including properly performing any currency reporting and other obligations, whether relating to Franchisee in each case as designated by Coverall and/or as required by applicable law

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year written above

THIS AGREEMENT SHALL NOT BE VALID UNLESS SIGNED BY (i) FRANCHISEE, (ii) AN AUTHORIZED REPRESENTATIVE OF COVERALL'S REGIONAL SUPPORT CENTER, AND (iii) AN OFFICER OF COVERALL

FRANCHISEE _____
(Print name of corporation or limited liability company)

By _____ Date Signed _____

By _____ Date Signed _____

By _____ Date Signed _____

COVERALL NORTH AMERICA, INC d/b/a _____ Support Center

By _____ Date Signed _____

Title _____

ACCEPTED ON THIS _____ DAY OF _____, _____

COVERALL NORTH AMERICA, INC

By _____, Vice President

FRANCHISE # _____

Transfer of a Franchise

COVERALL NORTH AMERICA, INC. dba COVERALL OF _____

Address

TRANSFER JANITORIAL FRANCHISE AGREEMENT

THIS AGREEMENT is entered into between Coverall North America, Inc, dba Coverall of _____, a corporation organized and existing under the laws of the State of Delaware, ("Coverall") and _____ ("Franchisee") for the purposes of granting the Franchisee the rights necessary to operate a Coverall Franchise Business Franchisee is doing business as a

☐ Corporation, state of incorporation _____ ☐ LLC, state of organization _____

Effective Date of Agreement _____

Transfer Fee \$ _____

Paid by ☐ Franchisee ☐ Transferor

Term of Franchise ("Initial Term") 20 years

Transferor's note balance is \$ _____ and Transferee will sign a new note in this amount (with interest at 12% per annum)

Monthly \$ Volume Transferred \$ _____ *

Remaining Financing Period _____ months

Current Business Owed \$ _____ *

*Refer to Exhibit C hereof

Amount of Each Monthly Installment
\$ _____

The first installment of principal and interest shall be paid
on _____, _____

Franchisee agrees to receipt of all correspondence sent via U S MAIL at the following address

Email Address _____ FEIN _____ - _____

Owner Name _____

Address _____

Phone _____ Percentage Interest* _____

Owner Name _____

Address _____

Phone _____ Percentage Interest* _____

Owner Name _____

Address _____

Phone _____ Percentage Interest* _____

Owner Name _____

Address _____

Phone _____ Percentage Interest* _____

FRANCHISE # _____

Renewal of a Franchise

COVERALL NORTH AMERICA, INC. dba COVERALL OF _____

Address

RENEWAL JANITORIAL FRANCHISE AGREEMENT

THIS AGREEMENT is entered into between Coverall North America, Inc., dba Coverall of _____, a corporation organized and existing under the laws of the State of Delaware, ("Coverall") and _____ ("Franchisee") for the purposes of granting the Franchisee the rights necessary to operate a Coverall Franchise Business. Franchisee is doing business as a

☐ Corporation, state of incorporation _____ ☐ LLC, state of organization _____

Effective Date of Agreement _____

Franchisee's outstanding note balance(s) is (with interest at 12% per annum)

Term of Franchise ("Renewal Term") 20 years

a Note 1 \$ _____

b Note 2 \$ _____

Current Monthly \$ Volume \$ _____ *

Remaining Financing Period _____ months

Current Business Owed \$ _____ *

* Refer to Exhibit D hereof

Amount of Each Monthly Installment \$ _____

The next installment of principal and interest shall be paid on the last calendar day of Franchisee hereby reaffirms Franchisee's obligation under the above note(s)

Franchisee agrees to receipt of all correspondence sent via U S MAIL at the following address

Email Address _____ FEIN _____ - _____

Owner Name _____

Address _____

Phone _____ Percentage Interest* _____

Owner Name _____

Address _____

Phone _____ Percentage Interest* _____

Owner Name _____

Address _____

Phone _____ Percentage Interest* _____

Owner Name _____

Address _____

Phone _____ Percentage Interest* _____

Coverall North America, Inc.
New Franchise Owner Starter-Kit
Initial Equipment and Supply Package List¹
Package P-2,000 & P-3,000

Section 1-Business Supplies – Estimated Cost \$925.00¹

Reports and Forms			
Customer Acceptance Form	1	Healthcare & Safety Training Materials	
<u>Customer Site Survey</u>	5	NSC Bloodborne/Airborne Pathogens Course Training Book	1
Sales Brochures	5	Healthcare Facility Sales Flyer	5
Special Service Proposal Agreements	5		
Employee Forms & Training Materials			
Sample Employee Job Description	1	Professional Supplies	
Employee Job Application	1	Coverall Branded Apparel	2
		Franchise Owner ID Badge	1
		Business Cards for your Franchised Business	250
The Official ISSA Cleaning Times	1		
Employee I-9 Form and Users Guide	1		

Section 2- Equipment

Self-Dispensing Bucket	1	Box of Disposable Nitrile Rubber Gloves	1
Speed Clean Window Kit	1	Fat Ivan Door Chock	1
18" Flat Mop Head and Handle	1	Lobby Broom and Dust Pan	1
Color-coded Microfiber Wet Mop Pads	30	Protective Eyewear	1
Speed Spreaders	5	Hep-Aid Bodily Fluid Disposal Kit	1
Color-coded Microfiber Towels	40	HEPA Backpack Vacuum	1
Cleaning Trowel	1	Trash Barrel on Wheels	1
Encapsulation Carpet Spotting Kit	1	Bowl Brush & Caddy	1
Point of Use Hose	1	Wet Floor Signs	2
		Trash Barrel Caddy bag	1

Section 3 Chemicals

Disinfectant/All Purpose Cleaner Concentrate	1 4 Liter	SDS and Labels for Above Material	1 set
Disinfectant Neutral Floor Cleaner Concentrate	32 Ounces	Spray Bottles	6
Disinfectant Bowl Cleaner	192 Ounces	Spray Nozzle Triggers	6
Glass/Multipurpose Cleaner	1 4 Liter	Pump Sprayer 64oz	1

¹Plus Applicable Sales Tax

Coverall North America, Inc.
New Franchise Owner Starter-Kit
Initial Equipment and Supply Package List'
Package P-4,000

Section 1-Business Supplies – Estimated Cost \$1,261.00¹

Reports and Forms			
Customer Acceptance Form	1	Healthcare & Safety Training Materials	
<u>Customer Site Survey</u>	5	NSC Bloodborne/Airborne Pathogens Course	1
		Training Book	
Sales Brochures	5	Healthcare Facility Sales Flyer	5
Special Service Proposal Agreements	5		
Professional Supplies			
Employee Forms & Training Materials		Coverall Branded Apparel	2
Sample Employee Job Description	1	Franchise Owner ID Badge	1
Employee Job Application	1	Business Cards for your Franchised Business	250
The Official ISSA Cleaning Times	1		
Employee I-9 Form and Users Guide	1		

Section 2- Equipment

Self-Dispensing Bucket	1	Box of Disposable Nitrile Rubber Gloves	1
Omni Flex System	1	Fat Ivan Door Chock	1
18" Flat Mop Head and Handle	1	Lobby Broom and Dust Pan	1
Color-coded Microfiber Wet Mop Pads	30	Protective Eyewear	1
Speed Spreaders	5	Hep-Aid Bodily Fluid Disposal Kit	1
Color-coded Microfiber Towels	40	HEPA Backpack Vacuum	1
Cleaning Trowel	1	Trash Barrel on Wheels	1
Encapsulation Carpet Spotting Kit	1	Bowl Brush & Caddy	1
Point of Use Hose	1	Wet Floor Signs	2
Speed Clean Window Kit	1	Trash Barrel Caddy bag	1

Section 3 Chemicals

Disinfectant/All Purpose Cleaner	1 4	SDS and Labels for Above Material	1 set
Concentrate	Liter		
Disinfectant Neutral Floor Cleaner	32	Spray Bottles	6
Concentrate	Ounces		
Disinfectant Bowl Cleaner	192	Spray Nozzle Triggers	6
	Ounces		
Glass/Multipurpose Cleaner	1 4	Pump Sprayer 64oz	1
	Liter		

¹Plus Applicable Sales Tax

Coverall North America, Inc.
New Franchise Owner Starter-Kit
Initial Equipment and Supply Package List¹
Package P-5,000

Section 1-Business Supplies – Estimated Cost \$1,740.00¹

Reports and Forms

Customer Acceptance Form	1	Healthcare & Safety Training Materials	
<u>Customer Site Survey</u>	5	NSC Bloodborne/Airborne Pathogens Course Training Book	1
Sales Brochures	5	Healthcare Facility Sales Flyer	5
Special Service Proposal Agreements	5		
Employee Forms & Training Materials		Professional Supplies	
		Coverall Branded Apparel	2
Sample Employee Job Description	1	Franchise Owner ID Badge	1
Employee Job Application	1	Business Cards for your Franchised Business	250
The Official ISSA Cleaning Times	1		
Employee I-9 Form and Users Guide	1		

Section 2- Equipment

Self-Dispensing Bucket	2	Box of Disposable Nitrile Rubber Gloves	1
Omni Flex System	1	Fat Ivan Door Chock	1
18" Flat Mop Head and Handle	1	Lobby Broom and Dust Pan	1
Color-coded Microfiber Wet Mop Pads	60	Protective Eyewear	1
Speed Spreaders	5	Hep-Aid Bodily Fluid Disposal Kit	1
Color-coded Microfiber Towels	80	HEPA Backpack Vacuum	2
Cleaning Trowel	1	Trash Barrel on Wheels	1
Encapsulation Carpet Spotting Kit	1	Bowl Brush & Caddy	1
Point of Use Hose	1	Wet Floor Signs	2
Speed Clean Window Kit	1	Trash Barrel Caddy bag	1

Section 3 Chemicals

Disinfectant/All Purpose Cleaner Concentrate	1 4 Liter	SDS and Labels for Above Material	1 set
Disinfectant Neutral Floor Cleaner Concentrate	32 Ounces	Spray Bottles	12
Disinfectant Bowl Cleaner	192 Ounces	Spray Nozzle Triggers	12
Glass/Multipurpose Cleaner	1 4 Liter	Pump Sprayer 64oz	1

¹Plus Applicable Sales Tax

Coverall North America, Inc.
New Franchise Owner Starter-Kit
Initial Equipment and Supply Package List¹
Package P-7,000 & Up

Section 1-Business Supplies - \$2,270.00¹

Reports and Forms

Customer Acceptance Form	1	Health & Safety Training Materials	
<u>Customer Site Survey</u>	5	NSC Bloodborne/Airborne Pathogens Course	1
		Training Book	
Sales Brochures	5	Healthcare Facility Sales Flyer	5
Special Service Proposal Agreements	5		
		Professional Supplies	
Employee Forms & Training Materials		Coverall Branded Apparel	2
Sample Employee Job Description	1	Franchise Owner ID Badge	1
Employee Job Application	1	Business Cards for your Franchised Business	250
The Official ISSA Cleaning Times	1		
Employee I-9 Form and Users Guide	1		

Section 2- Equipment

Self-Dispensing Bucket	2	Box of Disposable Nitrile Rubber Gloves	1
Omni Flex System	1	Fat Ivan Door Chock	1
18" Flat Mop Head and Handle	1	Lobby Broom and Dust Pan	1
Color-coded Microfiber Wet Mop Pads	60	Protective Eyewear	1
Speed Spreaders	5	Hep-Aid Bodily Fluid Disposal Kit	1
Color-coded Microfiber Towels	80	HEPA Backpack Vacuum	2
Cleaning Trowel	1	Trash Barrel on Wheels	1
Encapsulation Carpet Spotting Kit	1	Bowl Brush & Caddy	1
Point of Use Hose	1	Wet Floor Signs	2
Speed Clean Window Kit	1	Trash Barrel Caddy bag	1
		HD 20" Floor Machine 175rpm (w/pad holder)	1

Section 3 Chemicals

Disinfectant/All Purpose Cleaner	1 4	SDS and Labels for Above Material	1 set
Concentrate	Liter		
Disinfectant Neutral Floor Cleaner	32	Spray Bottles	12
Concentrate	Ounces		
Disinfectant Bowl Cleaner	192	Spray Nozzle Triggers	12
	Ounces		
Glass/Multipurpose Cleaner	1 4	Pump Sprayer 64oz	1
	Liter		

¹Plus Applicable Sales Tax

¹ The items included in Coverall's Initial Equipment and Supply Package and pricing of each package are subject to change, and any changes will be stated in the Coverall Franchised Business Policies and Procedures Manual or written notice from us advising you of the changes

COVERALL® PROMISSORY NOTE

Coverall of _____

FO# _____

\$ _____, _____
(Insert Date)

FOR VALUE RECEIVED, _____ ("Franchisee") agrees to pay to the order of Coverall North America, Inc dba Coverall of _____ ("Coverall"), in lawful money of the United States of America, the principal sum of _____ Dollars (\$ _____), with interest from the date above at the rate of [check one] six percent (6%), nine percent (9%), or twelve percent (12%) per annum, or the highest rate permitted by your state, whichever is less, on the unpaid balance of the principal amount until paid in full Franchisee further promises to pay that principal sum and interest in installments as follows Initial installment of _____ Dollars (\$ _____) on _____, _____ and _____ successive monthly installments of _____ Dollars (\$ _____) each on the same day of each succeeding calendar month until all such payments have been made, on which date the entire balance of principal and interest unpaid shall be due and payable

This note may be prepaid without penalty

It is agreed that each installment, when paid, shall be credited first to interest then due and the remainder to principal Should the interest not be paid, it shall, at the sole option of Coverall, become part of the principal and will then bear the same interest as the principal

If default is made in the payment of any installment of principal or interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of Coverall, with interest from the date of default at the rate of fifteen percent (15%) per annum until paid on the entire unpaid principal and interest

This note and all other obligations, direct or contingent, of Franchisee or any endorser to Coverall, shall become fully due and payable immediately at the option of Coverall without demand or notice upon the happening of any of the following events

- 1 The failure of Franchisee to pay when due any installment of the principal and/or interest of this note
- 2 The failure of Franchisee to timely keep or properly perform any of the recitals, covenants, conditions, representations, warranties, obligations or guarantees contained in any agreement between Coverall and Franchisee
- 3 The levy of any attachment, execution, or any other process against all or any part of the assets of Franchisee
- 4 The failure of Franchisee to pay, withhold, collect or remit any tax or tax deficiency when assessed or due
- 5 The suspension of the business of Franchisee, or the making of a general assignment for the benefit of creditors, or the commencement of proceedings for dissolution or liquidation, or the commencement of proceedings under any bankruptcy, insolvency, readjustment of debt or liquidation law or statute of the federal or state governments, or the adjudication as bankrupt or insolvent, or the involuntary appointment of a receiver, or applications therefor, or the making of a bulk sale or the giving notice of intention to do so
- 6 The failure by Franchisee to execute, as above, any documents, which Coverall deems necessary to convert Franchisee's obligation to another form of financing

7 At any time when, in the sole opinion of Coverall, Franchisee's financial responsibility becomes impaired or unsatisfactory

Notwithstanding anything to the contrary in this Promissory Note or in any document previously executed by Franchisee and Coverall, in the event the services performed by Franchisee for customers of their Coverall Franchised Business are discontinued in accordance with the provisions of Paragraph 18 of the Janitorial Franchise Agreement, Coverall shall have the right to apply the entire amount of any payment received by Coverall from the customer(s) after discontinuation of services to the balance due on this Promissory Note. The application of such funds shall not be construed to release the Franchisee from any obligation to pay any amounts remaining due to Coverall (principal or interest)

In the event an attorney is employed by Coverall in collection of any amounts due hereunder, Franchisee shall pay to Coverall its reasonable attorneys' fees and costs incurred in such collection

The obligation evidenced by this note is to be construed in accordance with the laws of the State or District in which the Franchisee conducts its Coverall business

Name of Franchisee
(Corporation or Limited Liability Company)

By _____
Officer

By _____
Officer

Shareholders/Members/Guarantors of Franchisee
(Corporation or Limited Liability Company)

For Transfers

1	<u>Customers Being Transferred</u>	<u>RS</u>	<u>Provided as Initial or Additional Business</u>	<u>Guarantee Remaining (# months, if any)</u>

=====

2 Current \$ RS Business Owed (which shall be provided according to Paragraph 16B(4) hereof)

Total \$ _____ = Initial Business \$ _____
+
= Additional Business \$ _____

=====

3 List the name, title, and date of all amendments, equipment leases, and any other agreements for which Franchisee will be responsible

For Renewals

1	<u>Customers Being Serviced</u>	<u>RS</u>	<u>Guarantee Remaining</u> (# months, if any)

2 Current \$ RS Business Owed (which shall be provided according to Franchisee's initial Franchise Agreement)

Total \$

3 List the name, title, and date of all amendments, equipment leases, and any other agreements for which Franchisee is responsible

GUARANTY TO COVERALL JANITORIAL FRANCHISE AGREEMENT

FO# _____

In consideration of, and as an inducement to Coverall North America, Inc dba Coverall of _____ ("Coverall"), entering into a Janitorial Franchise Agreement ("the Agreement") dated _____, _____, with _____ ("Franchisee"), the undersigned ("the Guarantor(s)") does hereby unconditionally guaranty, personally, the obligations of the Franchisee under the Agreement, as follows

1 Guarantor(s) jointly, severally and unconditionally guaranties to Coverall performance of all responsibilities, duties, indebtedness and obligations of the Franchisee under the Agreement, including, but not limited to (a) payment of any fees due under the Agreement, including, but not limited to, initial fee, royalties, management fees, assignment fees, interest or late fees, training fees (if any) and fees for products, supplies or services furnished by Coverall to Franchisee, (b) obligations to hold harmless, defend and indemnify Coverall and related parties, and (c) any and all advances, debts, obligations, notes and liabilities of the Franchisee incurred in connection with or as a result of the Agreement, previously, now, or hereafter made, incurred, or created, voluntary or involuntary and, however arising

2 Guarantor(s) authorizes Coverall, (whether or not after revocation or termination of this Guaranty) without notice or demand (except as may be required by law) and without affecting or impairing Guarantor(s)' liability hereunder, from time to time, to (a) renew, compromise, extend, accelerate, or otherwise change the time for performance of, or otherwise change the terms of the obligation or any part thereof, and (b) release or substitute any one or more of the Guarantors, if there is more than one

3 Any indebtedness of the Franchisee now or hereafter held by Guarantor(s) is hereby subordinated to the indebtedness of the Franchisee to Coverall, and all such indebtedness shall, if Coverall so requests, be collected, enforced, and received by Guarantor(s) as trustee(s) for Coverall, and be paid over to Coverall on account of the indebtedness of Franchisee to Coverall, without affecting or impairing in any manner the liability of Guarantor(s) under the other provisions of this Guaranty

4 Guarantor(s) waives any right to require Coverall to (a) proceed against the Franchisee, (b) proceed against or exhaust any security held from the Franchisee, or (c) pursue any other remedy in Coverall's power whatsoever Guarantor(s) waives any defense based on or arising out of any defense of the Franchisee other than payment in full of the indebtedness, including, but not limited to, any defense based on or arising out of the disability of the Franchisee, the unenforceability of the indebtedness or any part thereof from any cause, or the cessation from any cause of the liability of the Franchisee, other than payment in full of the indebtedness Coverall may, at its election, foreclose on any security held by Coverall by one or more judicial sales, whether or not every aspect of any such sale is commercially reasonable, or exercise any other right or remedy Coverall may have against the Franchisee or any security, without affecting or impairing in any way the liability of Guarantor(s) under this Agreement, except to the extent the indebtedness has been paid Guarantor(s) waives any defense arising out of such an election by Coverall, even if the election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of Guarantor(s) against the Franchisee or any security Until all indebtedness of the Franchisee to Coverall is paid in full, even though that indebtedness is in excess of Guarantor's liability under this Agreement, Guarantor(s) shall (a) have no right of subrogation, (b) waive any right to enforce any remedy that Coverall now has or may hereafter have against Franchisee, and (c) waive any benefit of, and any right to, participation in any security now or hereafter held by the Franchisee Guarantor(s) waives all presentments, demands for performance, notices of protest, notices of dishonor, notices of acceptances of this Guaranty, and notices of the existence, creation, or incurring of new or additional indebtedness Guarantor(s) assumes all responsibility for keeping informed of the Franchisee's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the indebtedness and the nature, scope, and extent of the risks that Guarantor(s) assumes and incurs hereunder, and agrees that Coverall shall have no duty to advise Guarantor(s) of information known to it regarding those circumstances or risks

5 Guarantor(s)' obligations hereunder are joint and several, and independent of those of the Franchisee, and a separate action or actions may be brought and prosecuted against the Guarantor(s) whether action is brought against the Franchisee and/or Guarantor(s), or whether the Franchisee and/or the Guarantor(s) be joined in any such action or actions, and the Guarantor(s) waives the benefit of any statute of limitations affecting the Guarantor(s)' liability hereunder, or the enforcement thereof

6 In addition to the amounts guaranteed under this Agreement, Guarantor(s) jointly and severally agrees to pay reasonable attorneys' fees and all other costs and expenses incurred by Coverall in enforcing this Guaranty in any action or proceeding, arising out of, or relating to, this Guaranty

7 It is not necessary for Coverall to inquire into the powers of the Franchisee or the officers, directors, or agents acting or purporting to act on their behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder

8 If any provision of this Guaranty contravenes or is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties of this Agreement shall be construed and enforced accordingly

9 In addition to the above provisions, Guarantor(s) agrees to comply with all provisions and covenants in the Agreement related to the protection of the Coverall trade and service marks and the Coverall confidentiality and trade secrets (both in-term and post term) In addition the Guarantor(s) agrees to be bound by all Non-Competition covenants of the Agreement, both in-term and post-term, which covenants shall be as fully binding and enforceable on Guarantor(s) as though they were set forth herein

IN WITNESS WHEREOF, the undersigned Guarantor(s) has this _____ day of _____, _____ executed this Guaranty in the City of _____, State of _____

"GUARANTOR(S)"

Signature _____ Print Name _____

Address _____

Signature _____ Print Name _____

Address _____

Signature _____ Print Name _____

Address _____

CONFIDENTIALITY/NON-SOLICITATION AGREEMENT

FO# _____

This Confidentiality/Non-Competition Agreement ("Agreement") is entered into this _____ day of _____, _____, by and between Coverall North America, Inc ("Franchisor"), a Delaware corporation, d/b/a Coverall of _____, and _____, [officer, director, shareholder, or member] ("Signatory") of _____ ("Franchisee")

Recitals

- A Franchisor sells and supports franchised commercial janitorial cleaning businesses (the "Franchise Business")
- B Franchisee has purchased a Franchise Business and has the right to use the Coverall System, a proprietary system for the ongoing development and operation of a commercial janitorial cleaning business, and the right to use certain Franchisor trade names, service marks and trademarks, including the trade names "Coverall[®]," "Coverall Health-Based Cleaning System[®]," and/or such other names, designs, and logos as Franchisor may from time to time designate (the "Marks")
- C Signatory is likely to become familiar with the Coverall System
- D Coverall agrees to provide the Franchisee with the Coverall System upon Signatory's consent to the restriction set forth in this Agreement

Terms

In consideration of Franchisor's disclosure of confidential and proprietary information, the Signatory hereby agrees as follows

- 1 Recitals The foregoing Recitals are fully incorporated in the Terms as if set forth herein
- 2 Confidentiality of Information Signatory acknowledges that Signatory will have access to Coverall Manuals and documents, records and information of a confidential and proprietary nature including, but not limited to, the Coverall System, names and addresses of the Franchisee's customers, the names and duties of key personnel of Franchisee's customers, approved supplier lists, criteria for approval of supplies and equipment, Franchisee's customer contracts, and information regarding the operation of the Coverall System, all of which would not be available to Signatory except for Signatory's relationship with Franchisee. Signatory acknowledges that such information is not generally known to the public, is confidential, is an asset of Franchisor, and to preserve Franchisor's good will must be kept strictly confidential and used only in the conduct of Franchisee's business

Signatory agrees to not ever divulge or use for the benefit of any other person(s), association, corporation, or limited liability company, any confidential information, knowledge, or know-how concerning the Coverall System and the Franchisee's Franchise Business. Any and all information, knowledge, know-how, techniques, and information which Franchisor designates as confidential shall be deemed confidential for the purposes of this Agreement

Signatory shall not at any time copy, duplicate, record or otherwise reproduce any of Franchisor's confidential information, in whole or in part, or otherwise make it available to any third party except as authorized by the Janitorial Franchise Agreement (the "JFA") or by Franchisor in writing. Upon the expiration or other termination of Signatory's relationship with Franchisee, Signatory shall return to Franchisor all such confidential information including, but not limited to, all Coverall Manuals and other confidential proprietary documents, which are in Signatory's possession, custody, or control, and shall delete all electronic data files that contain Franchisor's confidential information

- 3 In-Term Restrictions During the Term of the JFA and any Renewal Term, Signatory shall not, without the prior written consent of Franchisor, directly or indirectly, engage in, or acquire any financial interest in (either as an individual, principal, owner, agent, employee, stockholder, or director) any business which performs commercial janitorial and related cleaning and maintenance services, or engages in the franchising of commercial cleaning businesses, or any related business anywhere in the Area defined in the JFA. Signatory shall not divert any customers of the Franchisee to another entity, whether or not that entity is directly or indirectly controlled by Franchisee unless Franchisee obtains Franchisor's written consent.
- 4 Post-Term Non-Solicitation of Franchisees, Customers, and Employees Signatory expressly agrees that Signatory shall not, directly or indirectly, solicit (a) any customer repurchased by Coverall or another Coverall franchisee for a period of eighteen (18) months from the date of repurchase, and (b) for a period of eighteen (18) months from the date of assignment, termination or expiration of the JFA, or termination of Signatory's relationship with the Franchisee (i) any current employee of Franchisor or (ii) any franchisee of Franchisor.
- 5 Remedy Signatory acknowledges that the restrictions set forth in Paragraphs 3 and 4 are reasonable and necessary for Franchisor's protection. Signatory hereby agrees that in the event of a violation by Signatory of any of the provisions contained in this Agreement, Franchisor will be entitled, if it so elects, to institute and prosecute proceedings at law or in equity to obtain injunctive relief and/or damages with respect to such violation, and that the prevailing party shall be entitled to collect from the non-prevailing party its reasonable attorney's fees, costs and expenses associated with such proceedings.
- 6 Divisibility The provisions of this Agreement are severable. If any provision of this Agreement shall be held to be invalid or unenforceable in any respect, or in any jurisdiction, such provision shall be carried out and enforced only to the extent to which it shall be valid and enforceable, and any such invalidity or unenforceability shall not affect any other provisions of this Agreement, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.
- 7 No Waiver Any failure or delay in exercising any right or remedy hereunder shall not constitute a waiver of such right or remedy and shall not excuse or release Signatory from full performance of Signatory's obligations hereunder. No waiver of any right or remedy shall be effective unless in writing and signed by an authorized representative of Franchisor.

Executed on the date first written above

Signatory _____

Coverall North America, Inc

Print Name

By _____
Its authorized representative

Address

Telephone Number

FRANCHISEE'S EMPLOYEE CONFIDENTIALITY/NON-COMPETITION AGREEMENT

This Confidentiality/Non-Competition Agreement ("Agreement") is entered into this _____ day of _____, _____, by and between _____ ("Employer") and _____ ("Employee")

Recitals

- A Employer is a Coverall Health-Based Cleaning System franchisee
- B Employer has the right to use the Coverall System, a proprietary system for the ongoing development and operation of a commercial janitorial cleaning business, which is owned by Coverall North America, Inc ("Coverall"), and the right to use certain Coverall trade names, service marks and trademarks, including the trade names "Coverall®," "Coverall Health-Based Cleaning System®," and/or such other names, designs, and logos as Franchisor may from time to time designate (the "Marks")
- C Employee is an at-will employee of Employer
- D Employee will become knowledgeable about the Coverall System
- E Employer and Employee agree that, in order to protect the reputation and good will and proprietary and confidential information of the Coverall System, Employee must abide by certain restrictions

Terms

In consideration of Employee's employment and Employer's disclosure of Coverall Health-Based Cleaning System confidential and proprietary information to Employee, the Employer and Employee hereby agree as follows

- 1 Recitals The foregoing Recitals are fully incorporated in the Terms as if set forth herein
- 2 Confidentiality of Information During the course of Employee's training and employment, Employee will receive and have access to certain confidential and proprietary information, including, but not limited to, the names and addresses of Employer's customers, the names and duties of key personnel of Employer's customers and suppliers, pricing and credit information, manuals, and other information regarding the operation of the Coverall System, all of which would not be available to Employee except for Employee's employment relationship with Employer. Employee acknowledges that the confidential information is not generally known to the public, is confidential, is an asset of Employer, and must be kept strictly confidential and used only in the conduct of Employer's business. Employee agrees that, upon termination of employment for any reason, Employee will not use, disclose, copy or permit the use or disclosure of any confidential information in any manner. Upon termination, Employee shall return to Employer any and all confidential information in Employee's possession, custody or control, and shall destroy any electronic files containing confidential information.
- 3 In-Term Restrictions While Employee is employed by Employer, Employee shall not, without the prior written consent of Employer, directly or indirectly, engage in, or acquire any financial interest in any business which performs commercial janitorial and related cleaning and maintenance services, or engages in the franchising of commercial cleaning businesses, or any related business anywhere in the area where Employer conducts its business. Employee shall not divert any customers of the Employer to another person or entity.
- 4 Post-Term Non-Solicitation Covenant Employee expressly agrees that Employee will not, directly or indirectly, for a period of six (6) months following termination of his employment with Employer for any reason, solicit Employer's customers to either directly or indirectly provide commercial janitorial and related cleaning and maintenance services to Employer's customers, who were Employer's customers at the time of Employee's termination.
- 5 Remedy Employee acknowledges that the restrictions set forth in Paragraphs 3 and 4 are reasonable and necessary for Employer's protection. Employee hereby agrees that in the event of a violation by Employee of any of the provisions contained in this Agreement, Employer will be entitled, if it so elects, to institute and prosecute proceedings at law or

in equity to obtain injunctive relief and/or damages with respect to such violation, and that the prevailing party shall be entitled to collect from the non-prevailing party its reasonable attorneys fees, costs and expenses associated with such proceedings

- 6 Divisibility The provisions of this Agreement are severable. If any provision of this Agreement shall be held to be invalid or unenforceable in any respect, or in any jurisdiction, such provision shall be carried out and enforced only to the extent to which it shall be valid and enforceable, and any such invalidity or unenforceability shall not affect any other provisions of this Agreement, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.
- 7 No Waiver Any failure or delay in exercising any right or remedy hereunder shall not constitute a waiver of such right or remedy and shall not excuse or release Signatory from full performance of Signatory's obligations hereunder. No waiver of any right or remedy shall be effective unless in writing and signed by an authorized representative of Franchisor.
- 8 Acknowledgment of Agreement Employee acknowledges reading this Agreement and fully understanding its terms and conditions.

Executed on the date first written above

EMPLOYEE _____

EMPLOYER

Print Name

Its authorized representative

Address

Telephone Number

EQUIPMENT PURCHASE AGREEMENT

CONTRACT NUMBER _____

FRANCHISEE NUMBER _____

SELLER

COVERALL NORTH AMERICA, INC

Address _____

Address _____

City, State, Zip Code _____

PURCHASER

Corporate/LLC Name/Purchaser (Franchisee) _____

Address _____

Address _____

City, State, Zip Code _____

SEE ATTACHED EQUIPMENT SCHEDULE

CONTRACT TERM AND PAYMENT SCHEDULE

NUMBER OF MONTHS	NUMBER OF PAYMENTS	PAYMENT PERIOD	AMOUNT OF EACH * MONTHLY PAYMENT	DATE PAYMENT DUE

* Principal plus interest at eighteen (18%) percent per annum

DOWN PAYMENT \$ _____

BALANCE \$ _____

TERM This Agreement shall commence upon the execution hereof by the Seller and the Purchaser

IF YOU HAVE CHOSEN TO FINANCE ANY PORTION OF THIS PURCHASE, UPON SIGNING THIS AGREEMENT, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THE PROMISSORY NOTE THAT APPEARS ON THE REVERSE SIDE OF THIS FORM IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE PROMISSORY NOTE

By executing this Agreement, Purchaser hereby certifies that the Equipment described in the schedule has been delivered Purchaser agrees to be bound by all terms and conditions of this Agreement and Promissory Note

Coverall North America, Inc.

Purchaser

By _____

Individually _____

Date _____

PROMISSORY NOTE

FOR VALUE RECEIVED, the Franchisee, whose signature appears on this Equipment Purchase Agreement (the "Agreement") agrees to pay to the order of Coverall North America, Inc. ("Coverall"), in lawful money of the United States of America, the principal sum stated on Page 1 of this Agreement, with interest from the date of execution, at the rate of eighteen (18%) per annum, or the highest rate permitted by your state, whichever is less, on the unpaid balance of the principal amount until paid in full

This note may be prepaid without penalty

It is agreed that each installment, when paid, shall be credited first to interest then due and the remainder to principal. Should the interest not be so paid, it shall, at the sole option of Coverall, become part of the principal and thereafter bear like interest as the principal.

Should Franchisee default in the payment of any installment of principal or interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of Coverall, with interest from the date of the default at the rate of twenty-one percent (21%) per annum until paid on the entire unpaid principal and interest.

Franchisee agrees that the obligation evidenced by this Promissory Note shall, at Coverall's option, upon Coverall first giving Franchisee thirty (30) days written notice, be converted from a Promissory Note to a revolving line of credit granted by Coverall to Franchisee. Under the line of credit, Franchisee will remain obligated to pay to Coverall the monthly amount payable under this Promissory Note, however, if the line of credit issued to Franchisee is, with Franchisee's consent, increased to an amount exceeding the principal balance evidenced by this Promissory Note, Franchisee shall, in addition to the monthly amounts currently payable under the Agreement and this Promissory Note, be required to pay Coverall each month, an amount equal to at least twelve and one half percent (12-1/2 %) of the amount by which Franchisee's gross monthly billings (regular service and special services) for each prior month exceeds the amount of gross monthly billings originally acquired by this note and other notes of Franchisee converted to the line of credit. In the event of a conversion to a line of credit exceeding the gross monthly billings originally acquired by this note and other notes of Franchisee converted to the line of credit, Coverall shall also have the right, upon first giving Franchisee thirty (30) days written notice, to increase or decrease the rate of interest on the line of credit. Interest on the entire line of credit, including amounts which were payable under this note, shall be calculated on the outstanding daily balance of Franchisee's obligation to Coverall. In the event of such conversion, (i) the terms of default, and (ii) Coverall's right to accelerate the obligation in the event of default, shall remain the same. Franchisee will, upon receipt from Coverall of written notice to convert this obligation, execute such instruments and/or documents, as Coverall deems necessary. Failure by Franchisee to do so will be deemed an event of default under this Promissory Note. Details of the Coverall line of credit program, if and when adopted, will appear in the Coverall Policy and Procedure Manual as it may, from time to time be updated and/or modified, or in a written policy directive setting forth these details.

Furthermore, this note and all other obligations, direct or contingent, of Franchisee or any endorser, shall become fully due and payable immediately at the option of Coverall without demand or notice upon the happening of any of the following events:

- 1 The failure of Franchisee to pay when due any installment of the principal and/or interest
- 2 The failure of Franchisee to timely keep or properly perform any of the recitals, covenants, conditions, representations, warranties, obligations or guarantees contained in any agreement between Coverall and Franchisee
- 3 The levy of any attachment, execution, or any other process against all or any part of the assets of Franchisee
- 4 The failure of Franchisee to pay, withhold, collect or remit any tax or tax deficiency when assessed or due
- 5 The suspension of the business of Franchisee, or the making of a general assignment for the benefit of creditors, or the commencement of proceedings for dissolution or liquidation, or the commencement of proceedings under any bankruptcy, insolvency, readjustment of debt or liquidation law or statute of the federal or state governments, or the adjudication as bankrupt or insolvent, or the involuntary appointment of a receiver, or applications for a receiver, or the making of a bulk sale or the giving notice of intention to do so
- 6 The failure by Franchisee to execute documents that Coverall deems necessary to convert Franchisee's obligation to another form of financing
- 7 At any time when, in the sole opinion of Coverall, Franchisee's financial responsibility becomes impaired or unsatisfactory

Notwithstanding anything to the contrary in this Promissory Note or in any document previously executed by Franchisee and Coverall, in the event the services performed by Franchisee for customers of their Coverall Franchised Business are discontinued in accordance with the provisions of Paragraph 18 of the Janitorial Franchise Agreement, Coverall shall have the right to apply the entire amount of any payment received by Coverall from the customer(s) after discontinuation of services to the balance due on this Promissory Note. The application of such funds shall not be construed to release the Franchisee from any obligation to pay any amounts remaining due to Coverall (principal or interest).

In the event an attorney is employed by Coverall in collection of any amounts due hereunder, Franchisee shall pay to Coverall its reasonable attorneys' fees and costs incurred in such collection.

The obligation evidenced by this note is to be construed in accordance with the laws of the State or District in which the Franchisee conducts its Coverall business.

TERMS AND CONDITIONS

1 SALE OF EQUIPMENT Purchaser agrees to purchase from Seller, upon the following terms and conditions the equipment described in the Equipment Schedule (the "Equipment") The purchase price and terms of payments are set forth in the Payment Schedule

2 PAYMENT In the event Coverall agrees to finance the Equipment purchase, Purchaser shall pay Seller the down payment stated in the Payment Schedule, and the balance shall be payable in accordance with the Payment Schedule and pursuant to the terms of the Promissory Note Payments shall be deducted monthly from Purchaser's Franchisee Statement unless there are insufficient monies due Purchaser in which event, Purchaser shall pay the difference Default shall be defined as any payment which is not paid in full within three (3) business days of payment due date Upon default by Purchaser or termination of Purchaser's Franchise Agreement for any reason, the balance shall be due and payable immediately Notwithstanding anything in this Paragraph to the contrary, Seller reserves the right to finance the purchase of the Equipment through a Line of Credit provided by Seller or a third party and/or to convert the Promissory Note to the Line of Credit

3 LIMITATION OF WARRANTY AND REMEDIES EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED AND SHALL NOT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT COVERED BY THIS AGREEMENT, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN, CONDITION OR QUALITY OF THE EQUIPMENT OR THE MATERIAL OR WORKMANSHIP IN THE EQUIPMENT

4 THIRD PARTY CLAIMS Seller shall not be liable to Purchaser for, and Purchaser shall indemnify and hold Seller harmless with respect to any third party, from any liability, claim, loss, damage, or expense of any kind or nature caused directly or indirectly by the inadequacy of any item of the Equipment, the use or performance of any item of the Equipment, any interruption or loss of business or other consequential damage whether or not resulting from any of the foregoing, levying of any state and local taxes, including sales and use and personal property taxes, as well as loss of federal income tax benefits by Seller

5 TAXES, ASSESSMENTS AND FEES Purchaser agrees to pay all licensing, filing, and registration fees, to keep the Equipment free of all liens and encumbrances, to pay for all personal property taxes assessed against the equipment, to pay all other taxes, assessments, fees, and penalties which may be levied or assessed in respect to the Equipment, its use or any interest, or any lease payments, including but not limited to all federal, state, and local taxes, however designated, levied or assessed, whether upon Purchaser or Seller or the Equipment or upon the sale, ownership, use or operation, excepting any income taxes levied on the Seller

6 SECURITY INTEREST To secure the prompt and complete payment, performance and observance of all the obligations of Buyer hereunder, including payment of the Promissory Note or other financing described in Paragraph 2 hereof, Purchaser hereby grants, assigns, mortgages, pledges, hypothecates and transfers to Seller, a continuing Lien and Security Interest (the "Security Interest") in the Equipment, which shall be the Collateral for such Security Interest

7 UCC FILINGS The parties agree that either a photographic or other reproduction of this Agreement or a description of the Equipment may

be filed with a Financing Statement, and shall be sufficient along with the Financing Statement, under the Uniform Commercial Code Seller may file or record the Financing Statement with respect to the Equipment so as to give notice to any interested parties The cost of any UCC filing shall be paid by Purchaser, and Seller shall be authorized to deduct this amount from Purchaser's Franchisee Statement

8 INSURANCE Until Purchaser has fully paid for the Equipment, Purchaser shall, at Purchaser's own cost and expense, keep the Equipment insured for the full amount secured by this Agreement against damage or loss resulting from any and all risks to which it might foreseeably be exposed and risks designated by Seller The Policy of Insurance shall be issued by an insurance company acceptable to Seller and shall provide for the loss payable under it being paid to both Purchaser and Seller as their interests may appear A duplicate copy of each policy shall be delivered by Purchaser to Seller, who shall be named as an additional insured

9 RIGHT OF INSPECTION Seller, either in person or by agent, shall have the right at any and all reasonable times, and at reasonable intervals, to enter the premises where the Equipment is located and inspect the Equipment

10 DEFAULT Should Purchaser fail to perform any provision of this Agreement, or should Purchaser fail to pay any obligation created by this Agreement as it becomes due, then Purchaser shall be in default of this Agreement Seller shall have all the rights and remedies afforded by a secured party under the Uniform Commercial Code Seller may

- a. Enter on Purchaser's premises to assemble and take possession of the Equipment,
- b. Require Purchaser to make possession of the Equipment available to Seller at a place designated by Seller that is reasonably convenient to both Purchaser and Seller,
- c. Enter Purchaser's premises and dispose of the Equipment in the manner provided by the Uniform Commercial Code, and
- d. Apply the proceeds received from the sale or other disposition of the Equipment on default of Purchaser, in addition to the items specified in Article 9 of the Uniform Commercial Code, to the payment of reasonable attorneys' fees and legal expenses incurred by Seller as a result of Purchaser's default

11 ASSIGNMENT BY SELLER Seller may assign this Agreement and its rights to a third party Purchaser acknowledges that the terms and conditions of this Agreement have been fixed in anticipation of the possible assignment of Purchaser's rights under this Agreement to a third party (the "Assignee") which will rely on and be entitled to the benefit of the provisions of this Agreement Purchaser agrees to recognize in writing (if so requested) any such assignment within five (5) days after receipt of written notice thereof and to thereafter pay all sums due Seller under a Promissory Note or Line of Credit directly to the Assignee Any assignment shall be subject to Purchaser's rights to use and possession of the Equipment under this Agreement, provided Purchaser is not in default

12 ASSIGNMENT BY PURCHASER Purchaser shall not assign this Agreement or sell any item of Equipment without the prior express written consent of Seller, which consent shall be subject to such terms and conditions as Seller, in its sole discretion, may determine

13 GOVERNING LAW This Agreement shall be interpreted and governed by the laws of the State or District in which the Purchaser's franchise business is located

14 NOTICES Any notices required to be given shall be in writing and may be given by personal delivery, telegram, or United States certified or registered mail, return receipt requested, postage prepaid directed to the Seller or the Purchaser at their respective last known addresses Notice by mail shall be deemed received on the third (3rd) business day following the date the same was deposited in the United States Mail

15 SEVERABILITY, CAPTIONS All of the paragraphs and subparagraphs of this Agreement are distinct and severable and if any paragraphs or subparagraphs shall be deemed illegal, void, or unenforceable, the validity, legality or enforceability of any other paragraph or subparagraph of this Agreement shall not be affected Captions of paragraphs and subparagraphs are for purposes of convenience only and do not constitute any part of, or modify, amend or otherwise change the language or intent of the paragraphs and subparagraphs

16 WAIVERS Waiver of any one or more defaults by the Seller shall not operate as a waiver of successive or other defaults and all of the Seller's rights shall continue notwithstanding any waiver or waivers

17 ENTIRE AGREEMENT, MODIFICATION The undersigned acknowledge that they, and each of them, have read this Agreement in full No representations or agreements, whether oral or written, except as set forth in this Agreement have been made or relied upon The terms and provisions of this Agreement cannot be changed or modified unless in writing signed by the authorized representative of the Purchaser and an authorized representative of the Seller

18 SUCCESSORS AND ASSIGNS This Agreement shall be binding on and inure to the benefit of Seller and Purchaser and their respective successors and assigns

19 PRONOUNS All pronouns and any variation thereof as used herein shall be deemed to refer to masculine, feminine, neuter, singular or plural as the identity of the person or persons and the context may require

20 TIME OF THE ESSENCE Time is hereby expressly declared to be of the essence in this Agreement

Franchisee _____ FO# _____

EQUIPMENT SCHEDULE

EQUIPMENT

EQUIPMENT PURCHASED

EQUIPMENT MFGR

EQUIPMENT NO

COST = \$ _____

TAX (LOCAL RATE ____%) = \$ _____

FREIGHT = \$ _____

GRAND TOTAL = \$ _____

DOWN PAYMENT = \$ _____

MONTHLY PAYMENTS

\$ _____
Includes principal plus interest at 18% per annum

NO OF MONTHS _____

EXHIBIT B

Consolidated Financial Statements for CNA Holding Corporation and Subsidiaries

GUARANTEE OF PERFORMANCE

For value received, CNA Holding Corporation, ("Holding"), a Delaware corporation, (the "Guarantor"), 350 SW 12th Avenue, Suite 350, Deerfield Beach, Florida 33442, absolutely and unconditionally guarantees to assume the duties and obligations of Coverall North America, Inc ("Coverall"), 350 SW 12th Avenue, Suite 350, Deerfield Beach, Florida 33442, under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document issued March 31, 2017, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by the franchisee against Coverall remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the franchisor. This guarantee is binding on the Guarantor and on its successors and assignees.

Holding executes this guarantee at Atlanta, GA on the 3rd day of March 2017

Guarantor:

CNA HOLDING CORPORATION

By 

Ira Moreland, President and Treasurer

CNA Holding Corporation and Subsidiaries

Consolidated Financial Report
December 31, 2016

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Independent Auditor's Report

RSM US LLP

To the Board of Directors
CNA Holding Corporation and Subsidiaries
Deerfield Beach, Florida

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of CNA Holding Corporation and Subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2016 and 2015, and the related consolidated statements of operations, changes in stockholder's equity (deficit) and cash flows for the year ended December 31, 2016, periods from November 3, 2015 through December 31, 2015 (the Successor Period) and from January 1, 2015 through November 2, 2015 (the Predecessor Period) and the year ended December 31, 2014, and the related notes to the consolidated financial statements (collectively, financial statements)

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CNA Holding Corporation and Subsidiaries as of December 31, 2016 and 2015, and the results of their operations and their cash flows for the year ended December 31, 2016, the Successor Period, the Predecessor Period and the year ended December 31, 2014, in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Fort Lauderdale, Florida
March 22, 2017

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CNA Holding Corporation and Subsidiaries

**Consolidated Balance Sheets
December 31, 2016 and 2015**

Assets	2016	2015
Current Assets		
Cash	\$ 7,288,000	\$ -
Restricted cash	611,000	611,000
Franchisees' accounts receivable, net of allowance for doubtful accounts of \$258,000 and \$18,000 in 2016 and 2015, respectively	10,762,000	9,599,000
Inventories	1,064,000	1,029,000
Current maturities of notes receivable from franchisees, net of allowance for doubtful accounts of \$1,201,000 and \$29,000 in 2016 and 2015, respectively	8,562,000	6,514,000
Prepaid expenses and other current assets	1,933,000	1,285,000
Total current assets	30,220,000	19,038,000
Notes Receivable from Franchisees, less current maturities, net of allowance for doubtful accounts of \$813,000 and \$22,000 in 2016 and 2015, respectively	5,791,000	4,959,000
Equipment and Leasehold Improvements, net	2,684,000	2,398,000
Intangible Assets, net	44,848,000	49,835,000
Goodwill	56,055,000	55,573,000
Other Assets	806,000	422,000
	\$140,404,000	\$132,225,000
Liabilities and Stockholder's Equity		
Current Liabilities		
Outstanding checks in excess of cash balances	\$ -	\$ 1,693,000
Accounts payable	25,757,000	14,871,000
Accrued expenses	4,604,000	4,123,000
Self-insurance reserves	1,169,000	1,132,000
Deferred revenue	5,914,000	4,682,000
Line of credit	-	1,675,000
Current maturities of capital lease	228,000	34,000
Current maturities of long-term debt	1,084,000	1,000,000
Total current liabilities	38,756,000	29,210,000
Deferred Tax Liabilities, net	15,764,000	16,503,000
Long-term capital leases, less current maturities	340,000	26,000
Long-Term Debt net, less current maturities	46,870,000	47,376,000
	101,730,000	93,115,000
Commitments and Contingencies		
Stockholder's Equity		
Capital stock, \$ 01 par value, 25,000,000 shares authorized, 18,000,000 shares issued and outstanding	180,000	180,000
Additional paid-in capital	38,881,000	38,673,000
Accumulated earnings (deficit)	(387,000)	257,000
Total stockholder's equity	38,674,000	39,110,000
	\$ 140,404,000	\$ 132,225,000

CNA Holding Corporation and Subsidiaries

Consolidated Statements of Operations

	Year Ended December 31, 2016	Period From November 3, 2015 through December 31, 2015 (Successor)	Period From January 1, 2015 through November 2, 2015 (Predecessor)	Year Ended December 31, 2014
Revenues				
Royalty and support fees	\$ 34,162,000	\$ 5,435,000	\$27,281,000	\$ 31,849,000
Franchise fees	19,316,000	2,735,000	15,125,000	16,708,000
Other franchise revenue	17,578,000	2,789,000	14,377,000	16,564,000
Interest income	1,448,000	218,000	982,000	1,012,000
Total revenues	72,504,000	11,177,000	57,765,000	66,133,000
Operating expenses				
Selling, general and administrative expenses	54,379,000	8,051,000	41,628,000	48,452,000
Costs of other franchise revenue	7,775,000	1,212,000	6,443,000	7,133,000
Transaction costs	-	82,000	3,979,000	-
Depreciation and amortization	6,604,000	933,000	3,729,000	6,368,000
Loss on disposal of equipment	48,000	-	-	-
Settlement of claims	-	-	-	2,391,000
Total operating expenses	68,806,000	10,278,000	55,779,000	64,344,000
Operating income	3,698,000	899,000	1,986,000	1,789,000
Interest expense, net	4,586,000	457,000	7,081,000	6,799,000
Income (loss) before income taxes	(888,000)	442,000	(5,095,000)	(5,010,000)
Income tax (benefit) expense	(244,000)	185,000	(2,402,000)	(1,925,000)
Net income (loss)	\$ (644,000)	\$ 257,000	\$ (2,693,000)	\$ (3,085,000)

See Notes to Consolidated Financial Statements

CNA Holding Corporation and Subsidiaries

Consolidated Statements of Stockholder's Equity

	Common Stock		Additional	Retained	
	Shares	Amount	Paid-In	Earnings	Total
			Capital	(Accumulated	
				Deficit)	
Balance, December 31, 2013	18,000,000	\$ 180,000	\$ 15,221,000	\$ (14,755,000)	\$ 646,000
Stock-based compensation	-	-	175,000	-	175,000
Dividend	-	-	-	(8,571,000)	(8,571,000)
Net loss	-	-	-	(3,085,000)	(3,085,000)
Balance, December 31, 2014	18,000,000	\$ 180,000	\$ 15,396,000	\$ (26,411,000)	\$ (10,835,000)
Stock-based compensation	-	-	395,000	-	395,000
Net loss	-	-	-	(2,693,000)	(2,693,000)
Balance, November 2, 2015 (Predecessor)	18,000,000	\$ 180,000	\$ 15,791,000	\$ (29,104,000)	\$ (13,133,000)
Balance, November 3, 2015 (Successor)	18,000,000	\$ 180,000	\$ -	\$ -	\$ 180,000 00
Capital contribution due to application of push-down accounting (Note 2)	-	-	38,673,000	-	38,673,000
Net income	-	-	-	257,000	257,000
Balance, December 31, 2015 (Successor)	18,000,000	\$ 180,000	\$ 38,673,000	\$ 257,000	\$ 39,110,000
Stock-based compensation	-	-	129,000	-	129,000
Capital contribution from Parent	-	-	79,000	-	79,000
Net loss	-	-	-	(644,000)	(644,000)
Balance, December 31, 2016	18,000,000	\$ 180,000	\$ 38,881,000	\$ (387,000)	\$ 38,674,000

See Notes to Consolidated Financial Statements

CNA Holding Corporation and Subsidiaries

Consolidated Statements of Cash Flows

	Year Ended December 31, 2016	Period From November 3, 2015 through December 31, 2015 (Successor)	Period From January 1, 2015 through November 2, 2015 (Predecessor)	Year Ended December 31 2014
Cash Flows From Operating Activities				
Net income (loss)	\$ (644,000)	\$ 257,000	\$ (2,693 000)	\$ (3,085 000)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities				
Depreciation and amortization	1,264,000	224,000	831 000	710,000
Amortization of debt issuance costs	284,000	48 000	464 000	558,000
Amortization of intangibles	5,340,000	710,000	2,896,000	5,658,000
Write off of loan fees	-	-	1 156 000	-
Deferred income taxes	(739,000)	177 000	(558,000)	(2,806 000)
Stock-based compensation	129,000	-	395,000	175,000
Loss on disposal of equipment	48,000	-	-	-
Changes in assets and liabilities				
(Increase) decrease in				
Accounts receivable	(975,000)	(1 823 000)	2,698,000	(475 000)
Inventories	(35,000)	18,000	17,000	83,000
Notes receivable	(2,774,000)	(593,000)	876,000	(1,832 000)
Prepaid expenses and other assets	(1,027,000)	159 000	(991,000)	(522,000)
Increase (decrease) in				
Outstanding checks in excess of cash balances	(1,693,000)	1,693,000	(2,249,000)	592 000
Accounts payable	10,594,000	(1,103,000)	5,227,000	633,000
Accrued expenses	481,000	314,000	(1,184,000)	3,031,000
Deferred revenue	1,086,000	(35,000)	(2,861,000)	(748,000)
Self-insurance reserves	37,000	(247,000)	(66,000)	45,000
Net cash provided by (used in) operating activities	11,376,000	(201,000)	3,958,000	2 017,000
Cash Flows From Investing Activities				
Purchases of equipment and leasehold improvements	(1,598,000)	(598,000)	(1,069,000)	(1,136,000)
Acquisition of the assets of Cavalier Services, Inc	(986,000)	-	-	-
Working capital adjustment	640,000	-	-	-
Net cash used in investing activities	(1,944,000)	(598,000)	(1 069,000)	(1 136 000)
Cash Flows From Financing Activities				
Proceeds from long-term borrowings	-	400,000	-	9,100,000
Principal payments on long-term debt	(1,056,000)	(250,000)	(1,029 000)	(2,625 000)
Net borrowings (repayments) on line of credit	(1,675,000)	1,675,000	(1,125,000)	1,125,000
Net borrowings on capital leases	508,000	-	-	-
Payments for debt issuance costs	-	(1,422,000)	-	(348,000)
Capital contribution from Parent	79,000	-	-	-
Dividends	-	-	-	(8,571,000)
Net cash provided by (used in) financing activities	(2,144,000)	403,000	(2,154,000)	(1 319,000)
Net increase (decrease) in cash	7,288,000	(396,000)	735,000	(438,000)
Cash				
Beginning	-	396,000	18 000	456,000
Ending	\$ 7,288,000	\$ -	\$ 753,000	\$ 18,000

(Continued)

CNA Holding Corporation and Subsidiaries

Consolidated Statements of Cash Flows

	Year Ended December 31, 2016	Period From November 3, 2015 through December 31, 2015 (Successor)	Period From January 1, 2015 through November 2 2015 (Predecessor)	Year Ended December 31, 2014
Supplemental Disclosures of Cash Flow Information				
Cash paid for				
Interest	\$ 4,894,000	\$ 787,000	\$ 4,971,000	\$ 5,846,000
Taxes	\$ 1,202,000	\$ -	\$ 491,000	\$ 1,204,000
Supplemental Disclosures of Noncash Investing and Financing Activities				
Increase (decrease) in prepaid expenses and other current assets and accrued expenses due to litigation reserves	\$ 97,000	\$ (105,000)	\$ (2,875,000)	\$ (3,833,000)
Acquisition of the Company through incurrence of long-term debt	\$ 350,000	\$ 50,000 000	\$ -	\$ -
Acquisition of the Company through equity contributions	\$ -	\$ 38,454,000	\$ -	\$ -

See Notes to Consolidated Financial Statements

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 1 Nature of Business and Significant Accounting Policies

Nature of business On November 2, 2015, CNA Holding Corporation ("CNA Holding") entered into a Stock Purchase Agreement with CNA Acquisition LLC ("Parent"), a Delaware limited liability company. CNA Acquisition LLC, an entity controlled by unrelated investors, acquired all of the outstanding stock of CNA Holding.

CNA Holding and its wholly-owned Subsidiaries (collectively referred to as the "Company" doing business as "Coverall Health-Based Cleaning Systems") is a sales and marketing company engaged in the business of procuring commercial cleaning customers, selling franchises, equipment, and supplies. The Company sells three types of franchises: Service ("Master"), Territory, and Janitorial. Masters are licensed to implement the Company's business model in an exclusive territory: procuring customer accounts, selling, training, and supporting Janitorial franchises. Masters pay the Company royalties on their business revenue. Territory franchises are licensed to use the "Coverall" marks in the operations of a commercial janitorial business in an exclusive territory. Territory franchises are responsible to procure and service their own cleaning customers and pay the Company a royalty on their gross revenue.

Janitorial franchisees are licensed to use the "Coverall" marks and system in the service of commercial cleaning customers. The Company provides the Janitorial franchisee with an initial book of customers to service, training, billing, and collection services, and ongoing support in exchange for a franchise fee and ongoing royalty and support fees. The current franchise term is 20 years with a renewal option.

The Company provides financing for its Janitorial franchisees' initial franchise fee, purchases of additional business and equipment. The Company conducts its business in company-owned support centers throughout the United States of America (U.S.). The Company's Master, Territory, and Janitorial franchises are located in various regions in the U.S. Internationally, the Company has Master franchisees operating in Canada, Asia, and Australia.

The Company procures janitorial service contracts with commercial customers and then assigns the right to service the customers to its Janitorial franchisees.

A summary of the Company's significant accounting policies follows:

Principles of consolidation The accompanying consolidated financial statements include the accounts of CNA Holding Corporation and its wholly-owned Subsidiaries: Coverall North America, Inc. and Melton Franchise Systems, Inc. ("Melton"). All material intercompany accounts and transactions have been eliminated in consolidation.

Basis of presentation As further discussed in Note 2, on November 2, 2015, the Company entered into a Stock Purchase Agreement with CNA Acquisition LLC, which resulted in the sale of 100% of the stock of the Company. In connection with this transaction, the Company has elected to use the push-down basis of accounting to establish a new accounting and reporting basis for the Company in its consolidated financial statements based on CNA Acquisition LLC's basis in the net assets acquired determined in accordance with the acquisition method under the Business Combinations Topic of the Accounting Standards Codification ("ASC"). Under this guidance, the assets acquired and liabilities assumed are generally recognized at their fair value at the date of the acquisition, with certain exceptions. As a result, the Company's results of operations and cash flows for the period prior to November 2, 2015 (the transaction closing date) are not comparable with the period after the transaction and, therefore, have been presented separately in these financial statements.

Notes to Consolidated Financial Statements

Note 1 Nature of Business and Significant Accounting Policies (Continued)

For purposes of presentation and disclosure, we refer to the Company as the "Predecessor" for the period as of and before November 2, 2015, the date of consummation of the business combination, and as the "Successor" as of and for the period thereafter. The period beginning January 1, 2015, and ending November 2, 2015, is referred to as "Predecessor period" and the period beginning November 3, 2015, and ending December 31, 2015, is referred to as "Successor period".

Use of estimates The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (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 and the reported amount of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates reported.

Revenue recognition

Royalty and support fees The Janitorial franchisee pays the Company royalty fees of 5% and Support fees (primarily for customer billing and collection services) of 10%. Royalty and support fees are based on monthly janitorial services billings to the customers of the franchisees. The Master franchisees pay the Company royalty fees of 5% of business revenue and a percentage of defined service revenue according to volume achieved. Royalties from Master and Territory franchisees are recognized based on reported or estimated monthly sales activity.

Franchise fees The Company sells franchises and is obligated to provide the Janitorial franchisee with an initial minimum janitorial revenue base (depending upon the size of the package purchased) and training. The current franchise term is 20 years with a renewal option. The Company recognizes revenue from the sale of franchises and the sale of additional business (janitorial services contracts) after all material obligations relating to the sale have been substantially performed or satisfied by the Company and collectability of the financed portion of sale is reasonably assured. Outstanding performance obligations under the Janitorial franchise agreement are included in deferred revenue.

The Company enters into Master franchise agreements, which grant the Master franchisee the right to implement the Company's business model in an exclusive territory. The term of these agreements is 20 years with provision for renewal. Under the terms of the Master franchise agreements, the Company is obligated to train the Master franchisee, provide software and disclosure document templates, marketing, site and equipment selection, staff selection, and training. The Company recognizes revenue from the sale of Master franchises when the significant initial obligations are completed and when the Master franchisee has paid or is deemed to have the financial ability to pay the Master franchisee fee.

Other franchise revenues Janitorial franchisees, at their discretion, may purchase chemicals, supplies, and equipment from the Company. Revenues from goods sold to franchisees by the Company are recognized when goods are shipped. The Company makes available certain insurance programs for its Janitorial franchisees for a fee. Participation in these programs is optional.

Cash The Company maintains its cash in bank deposit accounts which, at times, may exceed federally-insured limits. The Company has not experienced any losses in such accounts.

Restricted cash Restricted funds represent cash collateral as a guarantee for an outstanding letter of credit required by the State of Illinois and funds reserved for settlements of, or satisfaction of judgments related to, certain litigation as discussed in Note 7.

Notes to Consolidated Financial Statements

Note 1 Nature of Business and Significant Accounting Policies (Continued)

Franchisees accounts receivable and accounts payable The Company, as billing and collection agent for Janitorial Franchisees, records janitorial services billed on behalf of the franchisee as Franchisees' accounts receivable net of management's estimates of uncollectible accounts based on historical experience

Remittances to franchisees, net of amounts due the Company for royalty and support fees, financing payments and other amounts due to the Company, are recorded as Accounts payable

Notes receivable from franchisees GAAP requires entities to disclose the nature of credit risk inherent in their financing receivables, the procedure for analyzing that credit risk and assessing credit risk in arriving at the allowance for credit losses and the changes and reasons for those changes in both the receivables and the allowance for credit losses by portfolio segment and class The Company only has one class of financing receivables, which are homogeneous, and of similar credit quality

Notes receivable from franchisees are carried at amounts management believes are collectible The Company determines the allowance for doubtful accounts based on a combination of historical experience, aging analysis, and information on specific accounts Interest income from franchise notes receivable is recognized when collected Past due status is based on the contractual terms of the promissory note agreements

Inventories Inventories, consisting primarily of cleaning supplies and equipment, are valued at the lower of cost or market The first-in, first-out method is used to determine the cost of inventory

Equipment and leasehold improvements Equipment and leasehold improvements are stated at cost Depreciation of equipment is computed using the straight-line method over the estimated useful lives of the assets, which range from two to five years Leasehold costs and improvements are amortized over the lesser of the estimated useful lives or the remaining lease terms

Concentration of credit risk Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash, accounts receivable, and notes receivable Concentrations of credit risk with respect to accounts receivable and notes receivable are limited due to the Company's large number of franchisees and their dispersion across several geographic areas as well as industries

Debt issuance costs Debt issuance costs, in the accompanying consolidated balance sheets, represent the cost of obtaining financing arrangements and are being amortized using the effective interest method over the term of the related debt agreement As of December 31, 2016 and 2015, debt issuance costs amounted to approximately \$1,090,000 and \$1,374,000, respectively, net of accumulated amortization Interest expense related to the amortization of debt issuance costs for the year ended December 31, 2016, the successor and predecessor periods and for the year, ended December 31, 2014, was \$284,000, \$48,000, \$464,000, and \$558,000, respectively Debt issuance costs amounting to \$1,156,000 related to the predecessor debt were written off as a result of the business combination and the related extinguishment of debt discussed in Notes 2 and 7

Notes to Consolidated Financial Statements

Note 1 Nature of Business and Significant Accounting Policies (Continued)

As of December 31, 2015, the company adopted Accounting Standards Update ("ASU") 2015-03, *Interest— Imputation of Interest (Subtopic 835-30) Simplifying the Presentation of Debt Issuance Costs*. This ASU requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts.

Advertising The Company expenses advertising and promotion costs as incurred. Advertising expense totaled approximately \$180,000, \$11,000, \$289,000, and \$302,000 for the year ended December 31, 2016, for successor and predecessor periods, and the year ended December 31, 2014, respectively. These costs are included within selling, general, and administrative expenses in the accompanying consolidated statements of operations.

Rent expense Rent expense for operating leases, which may have escalating rentals over the term of the lease, is recorded on a straight-line basis over the initial lease term. The difference between rent expense and rent paid is recorded in accrued expenses in the accompanying consolidated balance sheets.

Stock-based compensation The Company measures the cost of employee services received in exchange for an award of equity instrument at the grant date fair value and on a straight-line basis over the requisite service period. For the year ended December 31, 2016, the Company recorded approximately \$129,000 of non-cash compensation expense for stock awarded and vested during the year.

In connection with the sale of the Company's stock on November 2, 2015, all options awarded and outstanding under the Company's 2011 Equity Incentive Plan were deemed fully vested. As a result, the Company recorded approximately \$395,000 of non-cash compensation expense in the predecessor period.

Goodwill The Company recorded \$1,122,000 of Goodwill as a result of its July 31, 2016, acquisition of the assets of Cavalier Services, Inc. Goodwill recorded at December 31, 2015 resulted from the Company's change in ownership on November 2, 2015 as discussed further in Note 2. Goodwill represents the excess of the purchase price over the value assigned to identifiable assets acquired and liabilities assumed at the acquisition date, as a result of the application of push-down accounting in these financial statements.

The Company is required to assess goodwill for impairment annually, or more frequently, if circumstances indicate impairment may have occurred. The Company performs its impairment assessment annually. The goodwill impairment test is a two-step test to determine whether the carrying value of goodwill exceeds its implied fair value. If it is more likely than not that a goodwill impairment exists, the Company must perform step two of the impairment test. Under step two, an impairment loss is recognized for any excess of carrying value over the implied fair value of that goodwill. The implied fair value of goodwill is determined based on the difference between the fair value of the reporting unit and the identifiable assets and liabilities of the reporting unit.

No indicators of impairment were identified as of December 31, 2016 and 2015.

Intangible assets Intangible assets consist of the Company's trademark and franchisee relationships, which are amortized on a straight-line basis over their estimated useful lives, which range from ten to fifteen years.

Notes to Consolidated Financial Statements

Note 1 Nature of Business and Significant Accounting Policies (Continued)

Other long-lived assets The Company evaluates the recoverability of its other long-lived assets, including amortizable intangible assets, if circumstances indicate impairment may have occurred. This analysis is performed by comparing the respective carrying values of the assets to the current and expected future cash flows, on an undiscounted basis, to be generated from such assets. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such assets is reduced to fair value. No indicators of impairment were identified as of December 31, 2016 and 2015.

Fair value measurements The Company has adopted the *Fair Value Measurement* guidance for all assets and liabilities that are recognized or disclosed at fair value in the financial statements. The guidance defines fair value as the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity.

In determining the appropriate levels, the Company performs a detailed analysis of the assets and liabilities that are subject to the guidance. The guidance provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Valuations performed maximize the use of observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy are defined as follows:

- Level 1 – inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that are accessible at the measurement date.
- Level 2 – inputs to the valuation methodology include quoted prices in markets that are not active or quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3 – inputs to the valuation methodology are unobservable, reflecting the entity's own assumptions about assumptions market participants would use in pricing the asset or liability.

Income taxes Deferred income taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss and tax credit carryforwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion of or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

Notes to Consolidated Financial Statements

Note 1 Nature of Business and Significant Accounting Policies (Continued)

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740) Balance Sheet Classification of Deferred Taxes*. This ASU simplifies the presentation of deferred income taxes by eliminating the requirement for entities to separate deferred tax liabilities and assets into current and noncurrent amounts in classified balance sheets. Instead, it requires deferred tax assets and liabilities be classified as noncurrent in the balance sheet. ASU 2015-17 is effective for financial statements issued for annual periods beginning after December 15, 2017. Early adoption is permitted, and this ASU may be applied either prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. The Company's early adoption of this standard during 2015 did not have a material impact on the Company's consolidated financial statements. All deferred income tax assets and liabilities are presented as noncurrent for all periods presented in the consolidated financial statements (See Note 6).

When tax returns are filed, it is highly certain that some positions taken would be sustained upon examination by the taxing authorities, while others are subject to uncertainty about the merits of the position taken or the amount of the position that would ultimately be sustained. As it relates to the Company's accounting for uncertainty in income taxes, the benefit of a tax position is recognized in the financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions. Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefit that is more than 50% likely of being realized upon settlement with the applicable taxing authority. The portion of the benefits associated with tax positions that exceeds the amount measured as described above (if any) would be reflected as a liability for unrecognized tax benefits in the accompanying consolidated balance sheets.

In the event the Company were to recognize interest and penalties related to uncertain tax positions, it would be recognized in the consolidated financial statements as income tax expense. The Company did not have any uncertain tax positions that would affect the consolidated results of operations and financial position for the periods ended December 31, 2016 and 2015.

Loss contingencies Certain conditions may exist as of the date the consolidated financial statements are issued. Such conditions may result in a loss to the Company but will only be resolved when one or more future events occur or fail to occur. The Company assesses such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company evaluates, with the assistance of its legal counsel, the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein. In the event a loss contingency is subject to certain indemnification agreements, the Company recognizes an asset related to an indemnification recovery only when realization is deemed probable, and only to the extent of the related loss recognized in the consolidated financial statements. All loss contingency accruals and related indemnification assets are included on the accompanying balance sheets in accrued expenses and prepaid expenses as of December 31, 2016 and 2015. As of December 31, 2016 and 2015, \$98,000 and \$1,000, respectively, is included in accrued expenses and prepaid assets for indemnified cases.

Notes to Consolidated Financial Statements

Note 1 Nature of Business and Significant Accounting Policies (Continued)

Accounting pronouncements not yet adopted In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. In August 2015, the FASB issued ASU 2015-14, which defers the effective date of ASU 2014-09 one year making it effective for annual reporting periods beginning after December 15, 2018. The Company is currently evaluating the impact of the pending adoption of the new standard on the consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is currently evaluating the impact of the pending adoption of the new standard on the consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230) Restricted Cash* (a consensus of the FASB Emerging Issue Task Force), which provides guidance on the presentation of restricted cash or restricted cash equivalents in the statement of cash flows. ASU 2016-18 will be effective for the Company beginning on January 1, 2019. The Company is currently evaluating the impact of the adoption of this guidance on the consolidated financial statements.

Reclassifications Certain reclassifications were made to the consolidated financial statements to conform to the 2016 presentation, with no effect on net income (loss) or stockholder's equity.

Subsequent Events Management has evaluated subsequent events through March 22, 2017, which is the date the consolidated financial statements were available to be issued.

Note 2 Business Combinations

On July 31, 2016, Coverall North America purchased the assets of Cavalier Services, Inc. D/B/A Coverall of Oregon for total consideration of \$1,336,000 consisting of \$986,000 of cash on hand and \$350,000 in notes payable issued to the former owners, which is included in the accompanying balance sheet at December 31, 2016 and is to be paid in full by July 2019.

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 2 Business Combinations (Continued)

The net assets acquired were adjusted to their estimated fair values as of the date of acquisition, which are summarized in the following table

Franchisees' accounts receivable	\$ 187,000
Notes receivable from franchisees	106,000
Other assets	5,000
Intangible assets	354,000
Goodwill	1,122,000
Total assets acquired	\$ 1,774,000
Accounts payable	292,000
Deferred Revenues	146,000
Total liabilities assumed	438,000
Net assets acquired	\$ 1,336,000

On November 2, 2015, by the effects of a stock purchase agreement, CNA Acquisition, LLC purchased all of the issued and outstanding capital stock of CNA Holding Corporation in exchange for total consideration of \$88,454,000. The consideration transferred was funded through capital contributions of approximately \$38,853,000 and debt with a third party lender of approximately \$49,601,000. In accordance with the push-down basis of accounting, the net assets of the Company were adjusted to their estimated fair values as of the date of acquisition, which are summarized in the following table

Cash	\$ 396,000
Restricted cash	611,000
Franchisees' accounts receivable	7,776,000
Inventories	1,048,000
Notes receivable from franchisees	7,239,000
Prepaid expenses and other assets	1,865,000
Equipment and leasehold improvements	2,024,000
Intangible assets	50,545,000
Goodwill	55,573,000
Total assets acquired	\$ 127,077,000
Accounts payable	16,034,000
Accrued expenses	4,885,000
Self-insurance reserves	1,379,000
Deferred tax liabilities	16,325,000
Total liabilities assumed	38,623,000
Net assets acquired	\$ 88,454,000

Acquired notes receivable, of approximately \$7,239,000, consists of gross contractual receivables of approximately \$11,792,000 after reduction for \$1,912,000 in fair value adjustments and approximately \$2,641,000 for contractual cash flows that are estimated to be uncollectible.

Acquired franchisees' accounts receivable, of approximately \$7,776,000, consists of gross contractual receivables of approximately \$8,037,000 after reduction for \$261,000 of contractual cash flows that are estimated to be uncollectible.

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 2 Business Combinations (Continued)

The fair value of the intangible assets obtained, consisted of \$4,755,000 in a trademark assets, \$20,075,000 in Janitorial franchisee relationships and \$25,715,000 in Master franchisee relationships were estimated by applying discounted cash flow models. These fair value measurements were based on significant inputs that are not observable. Management, in consultation with independent third party valuation experts, estimates fair values based upon market participant assumptions they believed to be reasonable. These estimates are based on historical experience and information obtained from management. Critical estimates in valuing certain of the intangible assets include future expected cash flows from revenue, assumptions about the period of time the acquired intangible assets will continue to be used by the Company, and discount rates applied to the expected cash flows. The assumptions made by management in determining the fair value included a discount rate based on a weighted-average cost of capital, an estimated average growth rate and estimated attrition rates for franchisee relationships.

The goodwill of \$55,573,000 arises primarily from the cumulative processes, procedures and knowledge of the Company's workforce. None of the goodwill is expected to be deductible for income tax purposes.

The changes in goodwill during the year ended December 31, 2016 are as follows:

Goodwill, December 31, 2015	\$ 55,573,000
Measurement period adjustment	(640,000)
Oregon asset acquisition	1,122,000
	<u>\$ 56,055,000</u>

During 2016, goodwill was adjusted by \$482,000 of which \$1,122,000 related to the purchase of the assets of Cavalier Services, Inc. D/B/A Coverall of Oregon, as discussed above. The remaining difference relates to a measurement period adjustment for the business combination which occurred in 2015, resulting in a decrease in goodwill for a working capital adjustment in 2016.

Transaction costs of approximately \$3,979,000 consist of investment banking and professional fees incurred by the Predecessor related to the sale of the Company and are included on the accompanying statement of operations for the period from January 1, 2015 through November 2, 2015.

Note 3 Notes Receivable from Franchisees

The notes receivable from franchisees represent the Company's financing of the initial franchise fees and the sale of additional business volume and equipment to Janitorial franchise owners. The Janitorial franchisee notes receivable are due primarily over 12 to 36 months with interest primarily at 12% per annum. Janitorial franchisee notes are unsecured. Equipment notes are due primarily over 12 to 24 months, with interest primarily at 18% per annum. Master franchisee notes receivable are due generally over 60 months, with interest ranging from 7% to 12% per annum. The Company has the right to reclaim the territory under certain defined circumstances in the service franchise agreement.

Notes receivable as of December 31, 2016 and 2015, are as follows:

	2016	2015
Notes receivable	\$ 16,367,000	\$ 11,524,000
Less allowance for doubtful accounts	2,014,000	51,000
	<u>14,353,000</u>	<u>11,473,000</u>
Less current maturities	8,562,000	6,514,000
Notes receivable, long-term	<u>\$ 5,791,000</u>	<u>\$ 4,959,000</u>

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 3 Notes Receivable from Franchisees (Continued)

Notes receivable as of December 31, 2016, are scheduled to be repaid as follows

Year Ending December 31,	Amount
2017	\$ 9,763,000
2018	4,904,000
2019	1,670,000
2020	30,000
	<u>\$ 16,367,000</u>

An aging analysis of past due financing receivables as of December 31, 2016 and 2015, are as follows

	2016	2015
Current	\$ 13,534,000	\$ 11,524,000
30 – 60 days past due	1,394,000	-
61 – 90 days past due	525,000	-
Greater than 90 days	914,000	-
	<u>\$ 16,367,000</u>	<u>\$ 11,524,000</u>

The Company provides an allowance for doubtful accounts based upon the anticipated collectability of each specific account. A summary of the changes in the allowance for doubtful accounts for the year ended December 31, 2016, the successor and predecessor periods, and the year ended December 31, 2014, is as follows

	2016	Successor Period	Predecessor Period	2014
Balance at beginning of year	\$ 51,000	\$ -	\$ 2,408,000	\$ 2,415,000
Write-offs	(15,000)	(34,000)	(806,000)	(834,000)
Provisions	1,978,000	85,000	1,039,000	827,000
Balance at end of year	<u>\$ 2,014,000</u>	<u>\$ 51,000</u>	<u>\$ 2,641,000</u>	<u>\$ 2,408,000</u>

Note 4 Equipment and Leasehold Improvements

Equipment and leasehold improvements consist of the following as of December 31, 2016 and 2015

	2016	2015
Equipment	\$ 2,504,000	\$ 1,390,000
Furniture and fixtures	618,000	476,000
Leasehold improvements	240,000	179,000
Internally developed software	723,000	360,000
Construction in progress	66,000	217,000
	<u>4,151,000</u>	<u>2,622,000</u>
Less accumulated depreciation	<u>1,467,000</u>	<u>224,000</u>
	<u>\$ 2,684,000</u>	<u>\$ 2,398,000</u>

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 4 Equipment and Leasehold Improvements (Continued)

Depreciation expense related to equipment and leasehold improvements was approximately \$1,264,000, \$224,000, \$831,000, and \$710,000 for the year ended December 31, 2016, for the successor and predecessor periods, and the year ended December 31, 2014 respectively. During 2016, \$65,000 of internally developed software, and its \$17,000 of accompanying accumulated depreciation, were written off because the software product was no longer being used by the Company, resulting in a loss on disposal of \$48,000.

Note 5 Revolving Line of Credit, Long-Term Debt and Capital Leases

Revolving Line of Credit On January 25, 2017, the Company amended its revolving line of credit to increase the maximum amount it may borrow to the lesser of \$7,500,000 or the amount available under the borrowing base, which is based on percentages of eligible receivables.

At December 31, 2016, the Company had a revolving line of credit whereby the Company may borrow up to the lesser of \$5,000,000 or the amount available under the borrowing base, which is based on percentages of eligible receivables.

Outstanding borrowings bear interest at a rate equal to the prime rate plus 4.0% (7.75% as of December 31, 2016). The Company has the option to adjust the interest rate on all or a portion of the outstanding balance to the tranche London Interbank Offered Rate (LIBOR) plus 5%. The tranche LIBOR Rate is the 1-month, 2-month or 3-month LIBOR rate, whichever the Company selects, rounded up to the next 1/8th of 1%. The Company can have a maximum of four outstanding tranche loans. Outstanding borrowings under the line of credit were \$0 and \$1,675,000 as of December 31, 2016 and 2015, respectively. The line of credit expires in November 2020.

Long-Term Debt Long-term debt consists of the following as of December 31, 2016 and 2015:

	2016	2015
Senior secured loan agreement with a third party lender, Term Loan A, bearing 7% interest payable quarterly. The loan requires quarterly principal installments of \$250,000 through its November 2, 2020 maturity date (a)	\$ 23,750,000	\$ 24,750,000
Senior secured loan agreement with a third party lender, Term Loan B, bearing 12% interest payable quarterly. The loan is due at maturity, on November 2, 2020 (a)	25,000,000	\$ 25,000,000
Subordinated unsecured promissory note with interest payable quarterly at 6% per annum with quarterly principal installments of \$32,000 through July 2019 (b)	294,000	-
	49,044,000	49,750,000
Less debt issue costs	1,090,000	1,374,000
Less current maturities	1,084,000	1,000,000
	<u>\$ 46,870,000</u>	<u>\$ 47,376,000</u>

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 5 Revolving Line of Credit, Long Term Debt and Capital Leases (Continued)

- (a) The senior secured loan agreement includes a mandatory prepayment in the event that excess cash flow, as defined in the agreement, is available. As of December 31, 2016, no prepayments were required or made. Borrowings are collateralized by substantially all the assets of the Company. The loan agreement contains certain restrictive covenants requiring, among other things, the maintenance of certain financial ratios.
- (b) Subordinated unsecured promissory note for the purchase of the assets of Cavalier Services, Inc (Coverall of Oregon)

The future maturities of long-term debt as of December 31, 2016 are as follows

Year Ending December 31,	Amount
2017	\$ 1,084,000
2018	1,118,000
2019	1,092,000
2020	45,750,000
	<u>\$ 49,044,000</u>

Capital Leases The Company leases various software and equipment under capital lease arrangements, which contain bargain purchase options. Software and equipment include costs of \$776,000 and accumulated depreciation of \$215,000 as of December 31, 2016, for the capitalized assets.

The future minimum lease payments under the capital leases together with the present value of minimum lease payments are as follows

Year Ending December 31,	Amount
2017	\$ 249,000
2018	235,000
2019	117,000
Total minimum payments	<u>601,000</u>
Less amounts representing interest (Ranging from 4.45% - 5.49%)	<u>33,000</u>
Present value of net minimum obligation	568,000
Less current obligation under capital lease	<u>228,000</u>
	<u>\$ 340,000</u>

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 6 Income Taxes

Net deferred tax assets and liabilities consist of the following components as of December 31, 2016 and 2015

	2016	2015
Deferred tax assets		
Net operating loss carryforwards	\$ 83,000	\$ 480,000
Equipment and leasehold improvements	202,000	267,000
Allowance for doubtful accounts	462,000	979,000
Self-insurance reserves	444,000	430,000
Other	575,000	640,000
Total deferred tax assets	1,766,000	2,796,000
Deferred tax liabilities		
Intangible assets	(17,417,000)	(19,333,000)
Accrued expenses	(113,000)	34,000
Total deferred tax liabilities	(17,530,000)	(19,299,000)
Net deferred tax liabilities	<u>\$(15,764,000)</u>	<u>\$ (16,503,000)</u>

The Company's net operating loss carryforwards are approximately \$0 for federal and \$2,065,000 for state income tax purposes, which expire beginning in 2022. The Company's ability to utilize these net operating losses to offset future taxable income of the Company will be subject to annual limitations under the Internal Revenue Code Section 382, Change in Ownership Rule.

The components of the provision for (benefit from) income taxes for the year ended December 31, 2016, the successor and predecessor periods, and the year ended December 31, 2014 are as follows:

	2016	Successor Period	Predecessor Period	2014
Current	\$ 495,000	\$ 8,000	\$ (1,844,000)	\$ 881,000
Deferred	(739,000)	177,000	(558,000)	(2,806,000)
Total expense for (benefit from) income taxes	<u>\$ (244,000)</u>	<u>\$ 185,000</u>	<u>\$ (2,402,000)</u>	<u>\$ (1,925,000)</u>

The difference between the federal income tax benefit computed by the statutory federal income tax rate and the Company's actual pretax loss, as reflected in the accompanying consolidated statements of operations, is primarily due to graduated tax rates, tax credits, permanent differences and state income tax.

Note 7 Commitments and Contingencies

Leases The Company leases real property facilities under agreements accounted for as operating leases, which contain renewal, options and escalation provisions that expire on various dates through July 2023.

Notes to Consolidated Financial Statements

Note 7 Commitments and Contingencies (Continued)

A summary of the future minimum lease payments, excluding sales tax, as of December 31, 2016, for noncancelable leases with remaining terms of more than one year is as follows

Year Ending December 31,	Amount
2017	\$ 2,414,000
2018	1,896,000
2019	1,539,000
2020	976,000
2021	591,000
Thereafter	909,000
	<u>\$ 8,325,000</u>

Rent expense, including sales tax, under operating leases totaled approximately \$3,135,000, \$505,000, \$2,589,000, and \$3,180,000 for the year ended December 31, 2016, for the successor and predecessor periods, and for the year ended December 31, 2014, respectively

Self-insurance programs Effective March 1, 2005, the Company became self-insured for its general liability insurance. Under this program, the estimated liability on claims incurred and claims incurred but not reported as of December 31, 2016 and 2015, was approximately \$1,169,000 and \$1,132,000, respectively.

From September 1, 2005 through March 31, 2013, the Company was self-insured for its employee medical insurance program. The Company discontinued this plan on March 31, 2013. There were no estimated liabilities on claims incurred and claims incurred but not reported as of December 31, 2016 and 2015 related to the discontinued plan. These liabilities were determined with the assistance of actuaries based on the effects of trends in loss severity and frequency.

Litigation The Company was named as a defendant in a lawsuit where several franchisees in a certain state alleged, among other things, that the Company misclassifies its franchisees as independent contractors. In September 2013, a final amended judgment in the amount of \$4,800,000 was entered against the Company in a class action lawsuit where several franchisees in a certain state alleged, among other things, that the Company misclassifies its franchisees as independent contractors. The Company appealed the judgment.

In late 2011, a group of franchisees in the same state filed for arbitration of the misclassification issue. In June 2013, a follow-up class action on the same issue was filed in the same state by certain franchisees.

A combined settlement for all claims in that state (including class claims, arbitration claims and potential claims by other franchisees operating in that state) in the amount of \$5,500,000 was finalized April 17, 2015. In fiscal year 2014, the Company recorded an expense of \$2,335,000 for settlement and other parties to the litigation contributed the balance of \$3,265,000. As of December 31, 2015, the settlement amount was paid in full, applicable letters of credit extinguished and the related indemnified assets and liabilities accounts were eliminated.

Notes to Consolidated Financial Statements

Note 7 Commitments and Contingencies (Continued)

On November 2, 2016, a franchisee filed a complaint against the Company, both individually and on behalf of all others similarly situated, in a certain state claiming that he is an employee, not an independent contractor, and that the Company committed certain wage and hour violations against him and others. The complaint attempts to assert claims against the Company for various violations under the state's labor code and unfair competition laws. The plaintiff seeks, among other things, certification of a class, an unspecified amount of compensatory damages, civil penalties, attorney's fees, costs, interest and injunctive relief ordering the Company to comply with the labor codes. The Company filed a motion to compel arbitration and intends to vigorously defend this action, although management is unable to make an estimate on the amount or range of loss that could result from an unfavorable outcome on this matter.

In addition, the Company is also involved in litigation that arises in the ordinary course of business. While the Company intends to defend vigorously these actions, management is unable to make an estimate of the amount or range of loss that could result from an unfavorable outcome of these matters. Management believes that the ultimate outcome should not have a material adverse effect on the Company's consolidated financial statements.

Note 8 Related Party Transactions

On November 2, 2015, the Company and an entity related to the Company's new parent, CNA Acquisition, LLC entered into a management agreement for management and consulting services. During the year ended December 31, 2016, and the successor period the Company incurred \$745,000 and \$105,000, respectively, in management and consulting fees. These fees are included on the accompanying consolidated statement of operations in selling, general and administrative expenses for the year ended December 31, 2016, and for the successor period.

During the predecessor period and the year ended December 31, 2014, the Company incurred \$329,000 and \$450,000 respectively, in management and consulting service fees to an entity related to the Company's former parent, Coverall Second Holding LLC. These are included in selling, general, and administrative expenses in the accompanying consolidated statements of operations.

The Company paid \$2,000,000 in transaction fees to an entity related to its former parent in connection with the November 2, 2015, sale of the Company's stock. The transaction fee is included on the accompanying consolidated statement of operations in transaction costs for the predecessor period.

The Company paid \$250,000 in transaction fees to an entity related to its former parent in connection with the 2014 dividend issuances to stockholders. The transaction fees are included on the accompanying consolidated statements of operations in selling, general and administrative expenses for the year ended December 31, 2014.

Note 9 Intangible Assets

The gross carrying amount of the definite lived intangible assets and related accumulated amortization as of December 31, 2016, is summarized as follows:

	Weighted Average Useful Life (years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchisee relationships	12	\$ 44,992,000	\$ 4,529,000	\$ 40,463,000
Trademark	15	4,755,000	370,000	\$ 4,385,000
		<u>\$ 49,747,000</u>	<u>\$ 4,899,000</u>	<u>\$ 44,848,000</u>

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 9 Intangible Assets (Continued)

The gross carrying amount of the definite lived intangible assets and related accumulated amortization as of December 31, 2015, is summarized as follows

	Weighted Average Useful Life (years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchisee relationships	12	\$ 45,790,000	\$ 657,000	\$ 45,133,000
Trademark	15	4,755,000	53,000	4,702,000
		<u>\$ 50,545,000</u>	<u>\$ 710,000</u>	<u>\$ 49,835,000</u>

Amortization expense for the year ended December 31, 2016, for the successor and predecessor periods, and the year ended December 31, 2014 totaled \$5,340,000, \$710,000, \$2,896,000, and \$5,658,000, respectively

During 2016, intangible assets decreased by \$798,000. The Company wrote-off \$1,152,000 of intangibles for the Oregon master relationship related to the purchase of the assets of Cavalier Services, Inc. D/B/A Coverall of Oregon, net of \$354,000 for the Oregon acquired franchisee relationships.

Future expected amortization expense as of December 31, 2016, is as follows

Year Ending, December 31,	Amount
2017	\$ 4,224,000
2018	4,224,000
2019	4,224,000
2020	4,224,000
2021	4,224,000
Thereafter	23,728,000
	<u>\$ 44,848,000</u>

Note 10 Equity Compensation

In April 2016 the Company's parent, CNA Acquisition LLC, adopted an equity incentive plan to provide an incentive to attract, retain and reward eligible employees. The plan provides for the issuance of profits interests of up to 4,209,722 common units of the Parent. The profits interests are granted with no exercise price or payment by the employee (grantee) and have no voting rights. The profits interest units vest ratably over a five-year period (as defined in the equity incentive plan) and are subject to the employee's continuous employment with the Company. Any portion not vested as of the grantee termination date will be immediately forfeited.

A summary of the profits interest units outstanding as of December 31, 2016 are presented below

Outstanding at December 31, 2015	-
Granted	3,578,264
Exercised	-
Forfeited or Cancelled	736,702
Outstanding at December 31, 2016	<u>2,841,562</u>

Notes to Consolidated Financial Statements

Note 10 Equity Compensation (Continued)

The fair value of the profits interest was estimated using the fair value of the Company utilizing a market approach. The fair value measurements were based on significant inputs that are not observable, and are considered a Level 3 item under the fair value hierarchy. The fair value of the profits interest were determined to be approximately \$529,000 for all profits interests granted for the year ended December 31, 2016.

During the year ended December 31, 2016 631,458 profits interest vested and compensation costs of approximately \$129,000 were charged to operations. There remains \$399,000 of unrecognized compensation as of December 31, 2016, which is expected to be recognized over an average remaining period of 4 years.

In connection with the November 2, 2015 change in control, stock awarded under the 2011 Equity Incentive Plan were deemed fully vested and exercised.

EXHIBIT C
LIST OF ADMINISTRATORS

California

The Department of Business Oversight
One Sansome Street, Suite 600
San Francisco, CA 94104-4428

Connecticut

Securities & Business Investment Division
Connecticut Department of Banking
44 Capitol Avenue
Hartford, Connecticut 06106

Hawaii

Hawaii Commissioner of Securities
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana

Indiana Secretary of State
Securities Division
302 West Washington, Rm E-111
Indianapolis, Indiana 46204

Maryland

Office of the Attorney General
Securities Division
200 St Paul Place
Baltimore, Maryland 21202

Michigan

Michigan Department of Commerce
Corporations & Securities Bureau
670 Law Building
Lansing, Michigan 48913

Minnesota

Commissioner of Commerce
133 East Seventh Street
St Paul, Minnesota 55101

New York

New York Department of Law
Bureau of Investor Protection & Securities
120 Broadway, 23rd Floor
New York, New York 10271

Oregon

Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
350 Winter Street, NE, Rm 410
Salem, OR 97310

Rhode Island

Director of Department of Business Regulation
233 Richmond Street, Suite 232
Providence, Rhode Island 02903-4232

Virginia

Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

Washington

Department of Financial Institutions
General Administration Building
Securities Division
Third Floor West
210 Eleventh Avenue, S W
Olympia, Washington 98504

Wisconsin

Wisconsin Department of Financial Institutions
345 W Washington Avenue
Madison, WI 53703

AGENTS FOR SERVICE OF PROCESS

Agents for Service of Process include the Administrators listed above, except for California, Indiana, Maryland, New York, and Virginia, which follow

California

Commissioner of Business Oversight
1515 K Street, Suite 200
Sacramento, CA 95814-4052

Indiana

Administration Office of
the Secretary of State
201 State House
Indianapolis, Indiana 46204

Hawaii

Hawaii Commissioner of Securities
Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, HI 96813

Maryland

Maryland Securities Commissioner
200 St Paul Place
Baltimore, Maryland 21202-2020

New York

Secretary of State
State of New York
162 Washington Ave
Albany, New York 12231

Virginia

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

An Additional Agent for Service of Process for all states is

Phillip Leslie Wharton, Chief Legal Officer
Coverall North America, Inc
d/b/a Coverall®
350 SW 12th Avenue, Deerfield Beach, FL 33442

EXHIBIT D 1
BUSINESS EXPERIENCE OF DIVISIONAL OPERATIONS DIRECTORS, GENERAL MANAGERS, FRANCHISE SELLERS, AND
FRANCHISE SALES MANAGERS

Following is the list of the persons who oversee the operation of Coverall North America, Inc 's ("CNA") and Melton Franchise Systems, Inc 's ("MFS") business relating to Janitorial Franchises in their state(s) The principal occupation and business experience of each person during the past five years is described below Unless otherwise noted, CNA locations remain the same as initially indicated in each entry

DIVISIONAL DIRECTORS

Title	Last Name	First Name	Business Experience
Executive Director East, Division 3	Entrikin	Bill	From January 2012 to present, Mr Entrikin has served as CNA's Executive Director East in Charlotte, North Carolina
Divisional Director, East Division	Kloppenburg	Stephen	From April 2016 to present, Mr Kloppenburg has served as CNA's Divisional Director East Division in Tampa, Florida Mr Kloppenberg was CNA's General Manager in Tampa, Florida from June 2011 to April 2016
Divisional Director, Division 3	Visaggio	Tom	From April 2006 to present, Mr Visaggio has served as CNA's Divisional Director Division 3 in New Jersey and New York
Divisional Director, Division 2	Wagner	Joshua	From May 2014 to present, Mr Wagner has served as CNA's Divisional Director Division 2 in Milwaukee, Wisconsin Mr Wagner was CNA's General Manager in Milwaukee, Wisconsin from April 2012 to May 2014 Mr Wagner was Director of Strategic Franchise Performance for Spring-Green Lawn Care Corporation from January 2009 to March 2011

EXHIBIT D 1
BUSINESS EXPERIENCE OF GENERAL MANAGERS, FRANCHISE SELLERS, AND FRANCHISE SALES MANAGERS

Following is the list of the persons who oversee the operation of Coverall North America, Inc.'s ("CNA") and Melton Franchise Systems, Inc.'s ("MFS") business relating to Janitorial Franchises in their state(s). The principal occupation and business experience of each person during the past five years is described below. Unless otherwise noted, CNA locations remain the same as initially indicated in each entry.

Support Center	Title	Last Name	First Name	Business Experience
Atlanta	General Manager	Jordan	Eric	From May 2016 to present, Mr. Jordan has served as CNA's General Manager in Norcross, Georgia. From February 2005 to present, Mr. Jordan served as CNA's General Manager and as Regional Director in Dublin, Ohio.
Atlanta	Customer Service Representative	Stuart	Karolyn	From June 2015 to present, Ms. Stuart has been a Customer Service Representative for CNA in our Atlanta, Georgia. From March 2009 to November 2014, Ms. Stuart was Quality Assurance Manager with Wyndham Vacation Ownership.
Chicago	Customer Service Representative	Anselmo	Ariana	From October 2011 to present, Ms. Anselmo has served as CNA's Customer Service Representative in Downers Grove, Illinois.
Chicago	Field Consultant	DiezdeMedina	Diana	From August 2006 to present, Ms. Medina has served as CNA's Field Consultant in Downers Grove, Illinois.
Chicago	General Manager	Williams	Danielle	From April 2010 to present, Mrs. Williams has served as CNA's General Manager in Downers Grove, Illinois.
Cincinnati	Sales Manager	Boyd	Brandon	From February 2014 to present, Mr. Boyd has served as CNA's Sales Manager in Cincinnati, Ohio. Mr. Boyd was a Recruiter from May 2013 to September 2013. Mr. Boyd was Customer Service Representative for Urban Lending Solutions from October 2012 to April 2013. Mr. Boyd was a Management Trainee from June 2011 to September 2012.
Cincinnati	General Manager/Business Development Manager	Taylor	Chris	From November 2014 to present, Mr. Taylor has served as CNA's General Manager in Cincinnati, Ohio. Mr. Taylor was CNA's General Manager in Dayton, Ohio from July 2013 to September 2014. Mr. Taylor was CNA's Business Development Manager from January 2013 to July 2013 and was CNA's Franchise Development Trainer from 2009 to January 2013.

EXHIBIT D 1
BUSINESS EXPERIENCE OF GENERAL MANAGERS, FRANCHISE SELLERS, AND FRANCHISE SALES MANAGERS

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Support Center	Title	Last Name	First Name	Business Experience
Cleveland	Field Consultant	Kalabon	Melanie	From October 2012 to present, Ms Kalabon has served as CNA's Field Consultant in Cleveland, Ohio Ms Kalabon was CNA's Customer Service Representative in Cleveland, Ohio from May 2011 to October 2012
Cleveland	Business Development Manager	Rager	Mark	From January 2013 to present, Mr Rager has served as CNA's Business Development Manager in Cleveland, Ohio Mr Rager was Franchise Development Trainer/Operations Manager from October 2012 to January 2013 and Field Consultant from May 2009 to October 2012 in Cleveland, Ohio
Cleveland	General Manager	Terrell	Christopher	From April 2015 to present, Mr Terrell has served as CNA's General Manager in Valley View, Ohio Mr Terrell was General Manager for Aramark in Valley View, OH from November 2005 to July 2014
Columbus	Business Development Manager	Leigh	Tim	From May 2016 to present, Mr Leigh has served as CNA's General Manager in Dublin, Ohio Previously, Mr Leigh served as CNA's Business Development Manager in Dublin, Ohio from September 2002 to present
Dayton	Customer Service Representative	Gebhart	Mary	From December 2007 to present, Ms Gebhart has served as CNA's Customer Service Representative and Franchise Seller in the Dayton Support Center
Dayton	General Manager	Perry	Jason	From January 2015 to present, Mr Perry has served as CNA's General Manager in Dayton, Ohio Mr Perry was CNA's Business Development Manager in Cincinnati, Ohio from January 2013 to December 2014 Mr Perry was Field Consultant in 2009, Franchise Development Trainer in 2011 to January 2013 for CNA in Cincinnati, Ohio
Dayton	Field Consultant	Stutzman	Jonathan	From November 2016 to present, Mr Stutzman has served as CNA's Field Consultant in the Dayton Support Center Mr Stutzman was previously working in Patient Accounts at Children's Hospital from May 2015 to March 2016 Mr Stutzman was a Field Consultant for CNA from August 2014 to May 2015 Mr Stutzman was the Head Instructor of JG MMA from June 2001 to July 2015

EXHIBIT D 1
BUSINESS EXPERIENCE OF GENERAL MANAGERS, FRANCHISE SELLERS, AND FRANCHISE SALES MANAGERS

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Support Center	Title	Last Name	First Name	Business Experience
Detroit	Regional Administrative Assistant	Florence	Rosilyn	From February 2002 to present, Ms Florence has served as CNA's Regional Administrative Assistant in Detroit, Michigan
Detroit	General Manager	Harper	Ivy	From April 2011 to present, Mr Harper has served as CNA's General Manager and as Regional Director from June 2010 to April 2011 in Northville, Michigan
Fort Myers	General Manager	Browning	James	From July 2016 to present, Mr Browning has served as Coverall's General Manager in our Fort Myers Support Center Mr Browning was formerly Director of Operations for Bruno Air Conditioning from September 2015 to March 2016 From May 2013 to May 2015, Mr Browning was Operations Manager for Hertz, and from August 1994 to May 2013, Mr Browning was General Manager for DTG Operations
Hawaii	General Manger/Business Development Manager	Makimoto	Guy	From November 2015 to present, Mr Makimoto has served as MFS's General Manager in Honolulu, Hawaii Mr Makimoto formerly served as MFS's Business Development Manager in Honolulu, Hawaii from November 2014 to November 2015 Mr Makimoto was Common Area Manager for Mililani Town Association in Mililani, HI from January 2013 to November 2014 Mr Makimoto was Operations Manager for Team Clean Hawaii in Honolulu, HI from October 2012 to November 2013 Mr Makimoto was Associate Manager for General Growth in Honolulu, HI from August 2006 to August 2012
Hawaii	Franchise Sales Specialist	McAuliffe	Carol	From January 2015 to present, Ms McAuliffe has served as CNA's Franchise Sales Specialist in Honolulu, Hawaii From August 2010 to November 2013, Ms McAuliffe has served as a Regional Director in Hawaii From April 2006 to July 2010, she was a Principal Consultant for CMM Direct Marketing Consultants in Kailua, Hawaii

EXHIBIT D 1
BUSINESS EXPERIENCE OF GENERAL MANAGERS, FRANCHISE SELLERS, AND FRANCHISE SALES MANAGERS

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Support Center	Title	Last Name	First Name	Business Experience
Houston	General Manager	Eldridge III	Ike	From October 2016 to present, Mr Eldriges has served as CNA's General Manager in Houston, Texas Mr Eldridge was CNA's General Manager in Baton Rouge, Louisiana from August 2015 to October 2016 and was formerly Business Development Manager from February 2013 to December 2014 Mr Eldridge was Service Manager and Field Ops Manager for Mastec from January 2015 to August 2015, and from January 2008 to March 2010, in Tampa, Florida From May 2011 to February 2013, Mr Eldridge was Ops Manager and General Manager for MultiBand in Lafayette, Louisiana
Houston	Business Development Manager	Jaquez	Urinda	From February 2015 to present, Ms Jaquez has served as CNA's Business Development Manager in Houston, Texas Ms Jaquez was formerly Regional Manager for Prestige Management from March 2008 to December 2014 in Houston, Texas
Houston	Franchise Sales Manager	O'Rourke	Patricia	From April 2016 to present, Ms O'Rourke has served as CNA's Franchise Sales Manager in Houston, Texas Ms O'Rourke was Client Service Manager for Covia Health in Houston, Texas from June 2015 to March 2016 Ms O'Rourke was Regional Sales Manger for EFE News Services, Inc in Miami, Florida from November 2011 to June 2015 Ms O'Rourke was Sales Manager for Avinode, Inc in Miami, Florida from September 2009 to October 2011
Las Vegas	General Manager	Unruh	Peggy	From December 2012 to present, Ms Unruh has served as CNA's General Manager in Las Vegas, Nevada Ms Unruh was a Realtor for Prudential Americana Realtors in Las Vegas, Nevada from March 2012 to January 2013 From December 2005 to September 2011, Ms Unruh was Branch Sales Manager for Culligan International in Las Vegas, Nevada
Long Island and Northern New Jersey	Business Development Manager	Estrada	Migdalia	From February 2014 to present, Ms Estrada has served as CNA's Business Development Manager in Lyndhurst, New Jersey Ms Estrada was Franchise Development Trainer for CNA from October 2009 to January 2014 in Lyndhurst, New Jersey

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BUSINESS EXPERIENCE OF GENERAL MANAGERS, FRANCHISE SELLERS, AND FRANCHISE SALES MANAGERS

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Support Center	Title	Last Name	First Name	Business Experience
Long Island and Northern New Jersey	Regional Administrative Assistant	O'Shea	Sherry	From September 2011 to present, Ms O'Shea has served as CNA's Regional Administrative Assistant in Lyndhurst, New Jersey Ms O'Shea was Assistant Office Manager from August 2007 to September 2011
Long Island and Northern New Jersey	Franchise Sales Manager	Sabbagh	Alex	From May 2015 to present, Mr Sabbagh has served as CNA's Franchise Sales Manager in Long Island, New York and New Jersey Mr Sabbagh was Business Development Manager for APT Recruiters in Weston, Florida from January 2012 to April 2015 Mr Sabbagh was Sales and Marketing Manager for Office Edge in Sunrise and Fort Lauderdale, Florida from April 2010 to August 2012
Los Angeles	General Manager	Tanksley	Sandra	From June 2013 to present, Ms Tanksley has served as MFS's General Manager in Los Angeles, California Ms Tanksley was CNA's General Manager in San Bernardino, California from July 2012 to June 2013 Ms Tanksley was Regional Manager for Zee Medical in Irvine, California from November 2011 to June 2012 From January 2007 to April 2011, Ms Tanksley was Regional Sales Manager for Culligan International in Santa Ana, California
Louisiana	Field Consultant	Braxton	Byron	From June 2015 to present, Mr Braxton has served as CNA's Field Consultant in Baton Rouge, Louisiana Mr Braxton was the Owner of Braxton Distributions from October 2008 to December 2014
Louisiana	General Manger	Stanley	Richard	From December 2016 to present, Mr Stanley has served as CNA's General Manger in Baton Rouge, Louisiana Mr Stanley was the Store Manager for Hobby Lobby from March 2014 to December 2016 Mr Stanley was the Branch Manger for Service Master Merry Maids from May 2011 to March 2014

EXHIBIT D 1
BUSINESS EXPERIENCE OF GENERAL MANAGERS, FRANCHISE SELLERS, AND FRANCHISE SALES MANAGERS

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Support Center	Title	Last Name	First Name	Business Experience
Milwaukee	Field Consultant	Healy	Robert	From March 2015 to present, Mr Healy has served as CNA's Field Consultant in Milwaukee, Wisconsin Mr Healy was the District Manager of Smart Stop Self Storage from August 2011 to July 2014
Milwaukee & Madison	General Manager	Seavert	Jeffrey	From June 2014 to present, Mr Seavert has served as CNA's General Manager in Milwaukee, Wisconsin and has served as CNA's General Manager in Madison, WI since September 2015 Mr Seavert was CNA's Business Development Manager and trainer for the initial HBCS Training Program from November 2012 to June 2014, Operations Manager since 2008 and as a Franchise Development Trainer since 2008 for the Milwaukee Support Center
Omaha	General Manager	Pardo	Vincent	From July 2016 to present, Mr Pardo has served as Coverall's General Manager in Omaha, Nebraska Mr Pardo has served as CNA's Business Development Manager in Brookfield, Wisconsin from November 2014 to June 2016 Mr Pardo was Manager at Speedway in Germantown, WI from December 2013 to July 2014 Mr Pardo was Intelligence Sergeant for the Minnesota National Guard in Rosemount, MN from August 2001 to October 2013
Orange County	General Manager	Summa	Marcus	From October 2015 to present, Mr Summa has served as CNA's General Manager in Orange County, California Mr Summa was Operations Manager for LAZ Parking in San Diego, CA from May 2015 to September 2015 Mr Summa was Product Manager for The Hertz Corporation in San Diego, CA from August 2006 to July 2014
Oregon	General Manager	Warner, Jr	James	From September 2016 to present, Mr Warner has served as CNA's General Manager in Portland, Oregon Mr Warner was Area Manager Oregon Metro area for The Hertz Corporation from September 2014 to September 2016, and Location Manager Downtown Portland from 2011 to September 2014
Palm Beach	General Manager	Kennell	Michael	From March 2015 to present, Mr Kennel has served as CNA's General Manager in West Palm Beach, Florida Mr Kennel was District Manager from August 2002 to March 2015 for Public Storage, Inc in Fort Lauderdale, Florida

EXHIBIT D 1
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Support Center	Title	Last Name	First Name	Business Experience
Philadelphia	Sales Manager	Hammond	Sarah	From December 2015 to present, Ms Hammond has served as CNA's Sales Manager in Philadelphia, Pennsylvania, and from June 2009 to December 2015, as Outside Sales Consultant
Philadelphia	Franchise Sales Manager	Harris	Don	From May 2015 to present, Mr Harris has served as CNA's Franchise Sales Manager in Philadelphia, Pennsylvania Mr Harris was Regional Director for Jani-King of Kansas City in Lenexa, Kansas from April 2012 to August 2013 Mr Harris was Regional Director for Jani-King in Norristown, Pennsylvania from November 1992 to March 2012
Philadelphia	General Manager-Interim	Riley	Robert	From October 2016 to present, Mr Riley has served as CNA's General Manager in Philadelphia, Pennsylvania And, from October 2015 to June 2016, Mr Riley was CNA's General Manager in Silver Springs Maryland Mr Riley formerly served as CNA of Boston, Inc 's General Manager in Stoneham, Massachusetts from October 2013 to August 2015 From February 2011 to February 2013, Mr Riley was General Manager for Modern Pest Services in Woburn, Massachusetts
Philadelphia	Regional Administrative Assistant	Rosario	Yvette	From October 2015 to present, Ms Rosario has served as CNA's Regional Administrative Assistant in Philadelphia, Pennsylvania Ms Rosario was a Ticket Agent for Edens Corp from October 2012 to December 2014 Ms Rosario was a part of Accounts Payable for Procacci Brother Sales Corp from October 2007 to November 2011
Philadelphia	General Manager	Rose	Fiona	From January 2017 to present, Ms Rose has served as CNA's General Manager in Philadelphia, Pennsylvania Ms Rose was General Manager for Sky Zone Trampoline Park from April 2014 to January 2017 Ms Rose was General Manager for Dollar Thrifty Automotive Group from January 1989 to May 2013
Pittsburgh	Field Consultant	Bellante	James	From September 2014 to present, Mr Bellante has served as CNA's Field Consultant in Pittsburgh, Pennsylvania Mr Bellante was Account Executive for Field Environmental from October 2012 to September 2014 Mr Bellante was Customer Service Representative for KS Kennedy from March 2010 to October 2012

EXHIBIT D 1
BUSINESS EXPERIENCE OF GENERAL MANAGERS, FRANCHISE SELLERS, AND FRANCHISE SALES MANAGERS

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Support Center	Title	Last Name	First Name	Business Experience
Pittsburgh	General Manager	Eichenberger	Mark	From August 2013 to present, Mr Eichenberger has served as CNA's General Manager in Pittsburgh, Pennsylvania Mr Eichenberger was CNA's Outside Sales Consultant and Field Consultant from August 2011 to August 2013 From November 2010 to August 2011, Mr Eichenberger was Sales Consultant for Melton Franchise Systems, Inc , in Glendale, California Mr Eichenberger was Inside Sales Manager for BDS Solar from February 2009 to November 2010 in Oaks, California
Pittsburgh	Regional Administrative Assistant	Eichenlaub	Lisa	From October 2006 to present, Ms Eichenlaub has served as CNA's Regional Administrative Assistant in Pittsburgh, Pennsylvania
Pittsburgh	Sales Manager	Rometo	Gino	From April 2016 to present, Mr Rometo has served as CNA's Sales Manager in Pittsburgh, Pennsylvania Mr Rometo was CNA's Senior Outside Sales Consultant from November 2015 to March 2016 in Pittsburgh, Pennsylvania Mr Rometo was Surgical Sales Representative for Mid Atlantic Surgical Systems from July 2015 to October 2016 Mr Rometo was CNA's Outside Sales Consultant from August 2014 to June 2015 in Pittsburgh, Pennsylvania Mr Rometo was a Financial Analyst for University of Pittsburgh Medical Center from August 2011 to August 2014
Richmond	General Manager	Martz	Steven	From September 2014 to present, Mr Martz has served as CNA's General Manager for the Richmond Support Center in Richmond, Virginia Mr Martz was Branch Manager for Securitas Security Services USA, Inc in Richmond, Virginia from March 2002 to August 2014
Richmond, Virginia Beach, & Washington D C	Regional Administrative Manager	Kirby	Lura	From February 2007 to present, Ms Kirby has served as CNA's Regional Administrative Manager in Silver Spring, Maryland

EXHIBIT D 1
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Support Center	Title	Last Name	First Name	Business Experience
Sacramento	General Manager	Machado	Joseph	From February 2017 to present, Mr Machado has served as CNA's General Manager in Sacramento, California Mr Machado was CNA's Business Development Manager from January 2016 to January 2017 Mr Machado was President of Machado Restaurant Consulting from January 2015 to December 2015 Mr Machado was the Executive Director of Howard Training Center from May 2012 to December 2014
San Diego	General Manager	Phillips	Ryan	From January 2016 to present, Mr Phillips has served as CNA's General Manager in San Diego, California Mr Phillips was District Manager for Public Storage in San Diego, California from July 2014 to January 2016 Mr Phillips was Sales Manager for Living Spaces Furniture in San Diego, California from July 2013 to July 2014 Mr Phillips as Regional Sales Manager for Blockbuster, LLC in Southern California from July 2000 to July 2013
San Francisco	General Manager	Robinson	John	From August 2014 to present, Mr Robinson has served as MFS's General Manager in Union City, California Mr Robinson was Territory Sales Leader for Schwan's Home Service in Fremont, California from January 2014 to August 2014 From April 1991 to February 2001 in Tucson, Arizona, from February 2001 to October 2005 in Phoenix, Arizona, and from October 2005 to October 2013 in Milpitas, California, Mr Robinson was General Manager for Prudential Overall Supply
South Florida	General Manager	Smith	Mark	From August 2012 to present, Mr Smith has served as CNA's General Manager in Pembroke Pines, Florida Mr Smith was District Manager for Public Storage from February 2011 to August 2012 in Fort Lauderdale, Florida From February 2008 to February 2011, Mr Smith was District Manager for Four Seasons Self Storage in Houston, Texas
Tampa	General Manager	Berner	Evan	From June 2016 to present, Mr Berner has served as CNA's General Manager in Tampa, Florida Previously, Mr Berner served as CNA's Business Development Manager from January 2013 to May 2016 in Tampa, Florida Mr Berner was Operations Manager, Franchise Development Trainer, and Field Consultant for CNA in the Tampa Support Center from 2001 to December 2012

EXHIBIT D 1
BUSINESS EXPERIENCE OF GENERAL MANAGERS, FRANCHISE SELLERS, AND FRANCHISE SALES MANAGERS

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Support Center	Title	Last Name	First Name	Business Experience
Tampa	Customer Service Representative	Molina	Delila	From January 2001 to present, Ms Molina has served as CNA's Customer Service Representative in Tampa, Florida
Utah	General Manager	Sudweeks	Preston	From July 2011 to present, Mr Sudweeks has served as MFS' General Manager in Utah, Nevada, New Mexico, and Idaho Mr Sudweeks was our Franchise Operations Manager for MFS from January 2010 to July 2011
Ventura	Business Development Manager	Dominguez	Armando	From March 2016 to present, Mr Dominguez has served as MFS's General Manager in Ventura, California Mr Dominguez previously served as MFS's Business Development Manager in Ventura, California from November 2015 to March 2016 Mr Dominguez was an Independent Contractor for Big Green Cleaning Co in Ventura, California from September 2015 to November 2015 Mr Dominguez was Account Manager and Operations Manager for ServiceMaster CBM in Ventura, California from November 2011 to September 2015 Mr Dominguez was Building Maintenance Supervisor for The Duncan Group in Ventura, California from September 2009 to August 2012
Virginia Beach	General Manager	Maloney	Michael	From March 2015 to present, Mr Maloney has served as CNA's General Manager in Virginia Beach, Virginia Mr Maloney was General Manager for Regus from April 2013 to January 2015 in Chesapeake, Virginia From January 2011 to March 2013, Mr Maloney was Owner for Half Price Hampton Roads, Inc in Virginia Beach, Virginia
Virginia Beach	Sales Manager	Roberts	Karl	From March 2014 to present, Mr Roberts has served as CNA's Sales Manager in Virginia Beach, Virginia Mr Roberts was Territory Manager for Terrys Tire Town from November 2013 to March 2014 Mr Roberts was Sales Manager for UniFirst Corp from July 2009 to November 2013

EXHIBIT D 1
BUSINESS EXPERIENCE OF GENERAL MANAGERS, FRANCHISE SELLERS, AND FRANCHISE SALES MANAGERS

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Support Center	Title	Last Name	First Name	Business Experience
Washington DC	Sales Manager	Schwitzer	Kurt	From April 2014 to present, Mr Schweizer has served as CNA's Sales Manager in Silver Springs, Maryland Mr Schweizer was Sales Manager for TruGreen in Dallas Fort Worth, Texas from January 2013 to March 2014 Mr Schweizer was General Manger and Sales Manager for SuperMedia in Baltimore, Maryland from January 1993 to March 2012
Washington DC	General Manager	Timanez	Ivan	From May 2016 to present Mr Taminez has served as CNA's General Manager in Silver Springs, Maryland Mr Taminez was General Manager for Facility Maintenance for SP Plus Corporation in Washington D C from September 2007 to May 2016

EXHIBIT D 2
BUSINESS EXPERIENCE OF DIVISIONAL BUSINESS DEVELOPMENT MANAGERS

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DIVISIONAL BUSINESS DEVELOPMENT MANAGERS

Title	Last Name	First Name	Business Experience
Divisional Business Development Manager	Huck	Steve	Steve Huck has over 17 years of sales and training experience in the franchising industry and has served as CNA and MFS's Business Development Manager Division 1 West Coast since September 2015 Mr Huck has been with CNA and MFS since 1998 From May 2011 to present, Mr Huck has served as CNA's General Manager in Madison, Wisconsin, he was Operations Manager from September 2009 to May 2011 in Madison, Wisconsin, and Global Operations Support Manager from 2008 to August 2009 in Boca Raton Florida He is currently the Divisional Business Development Manager and trainer for all courses taught in the initial Coverall Training Program
Divisional Business Development Manager	Harris	Ronnie	Ronnie Harris has over 23 years of experience in janitorial maintenance and 10 years of carpet cleaning experience He formerly overseen the day to day operations of Terminal 2 in O'Hare Airport and managed the day shift personal for Sears Corporate office Mr Harris has been with CNA since May 2000 as a Field Consultant, Operation Manager, and Regional Business Manager and since January 2014 as Business Development Manager Division 2 Midwest He is currently the Divisional Business Development Manager and trainer for all courses taught in the initial Coverall Training Program
Divisional Business Development Manager	Searcy	Mark	Mark Searcy has over 25 years of training experience in Environmental Services and 12 years of experience in Healthcare EVS Mr Searcy has been with CNA since 1999 as Franchise Development Director, Assistant Director Hospitality, Global Operations Support Manager, and since January 2013, as Business Development Manager Division 3 East Coast Mr Searcy became a Certified Building Service Executive ("CBSE"), received a certification from the Building Contractors Association International ("BSCAI"), and recognized by Chief Learning Officer Magazine for the Gold Magellan Award in 2007 He is currently the Divisional Business Development Manager and trainer for all courses taught in the initial Coverall Training Program

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BUSINESS EXPERIENCE OF DIVISIONAL BUSINESS DEVELOPMENT MANAGERS

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Support Center	Title	Last Name	First Name	Business Experience
Atlanta	Business Development Manager	Williams	Derek	Derek Williams has over 32 years of experience in the commercial cleaning industry, marketing and sales, training, and supervising Mr Williams has been with CNA as a Franchise Development Trainer in the Atlanta Support Center since 2005, then Business Development Manager since January 2013 Mr Williams is currently CNA's Business Development Manager and trainer for all courses taught in the initial Coverall Training Program
Atlanta	Customer Service Representative	Stuart	Karolyn	From June 2015 to present, Ms Stuart has been a Customer Service Representative for CNA in our Atlanta, Georgia From March 2009 to November 2014, Ms Stuart was Quality Assurance Manager with Wyndham Vacation Ownership
Chicago	Business Development Manager	Boese	Kelly	Kelly Boese has over 10 years of experience in commercial janitorial cleaning Ms Boese has been with CNA since January 2008 as Customer Service Representative and Field Consultant, and Business Development Manager since March 2015 for the Chicago Support Center Ms Boese is currently CNA's Business Development Manager and trainer for all courses taught in the initial Coverall Training Program
Cincinnati	Business Development Manager	Chapman	Gary	Gary Chapman has over 10 years of experience in training, development curriculum and coaching Mr Chapman has been with CNA since November 2014, formerly as a Field Consultant and as Business Development Manager since January 2015 Mr Chapman is the trainer for all courses taught in the initial Coverall Training Program
Cleveland	Business Development Manager	Rager	Mark	Mark Rager has over 18 years of experience in training, sales, office duties, equipment purchases, chemical purchases, floor care, carpet care, cleaning and overseeing of Area Managers Mark Rager has been with CNA since May 2009 as a Field Consultant, Franchise Development Trainer/Operations Manager in October 2012, then Business Development Manager since January 2013 Prior to CNA, Mr Rager worked for Cleaning Management Systems from 1995 to 2009 as Sr Manager, and as General Manager as of 2003 Mr Rager also worked for Janco Industries from 1989 to 1995, as General Cleaner, Site Supervisor, and Territory Manager Mr Rager is currently CNA's Business Development Manager and trainer for all courses taught in the initial Coverall Training Program

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BUSINESS EXPERIENCE OF DIVISIONAL BUSINESS DEVELOPMENT MANAGERS

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Support Center	Title	Last Name	First Name	Business Experience
Columbus	Business Development Manager	Craun	Charles	Charles Craun over 6 years of experience working with Ecolab as a Route Sales Manager, as well as experience in restaurant management and training Mr Craun was formerly a Field Consultant with CNA and has been a Business Development Manager since June 2016 Mr Craun is the trainer for all courses taught in the initial Coverall Training Program
Dayton	General Manager	Perry	Jason	Jason Perry has over 4 years of experience in training Mr Perry has been with CNA as a Field Consultant in 2009, then Franchise Development Trainer in 2011, and Business Development Manager since January 2013, and recently now the General Manager for the Dayton Support Center since January 2015 Mr Perry previously worked for Ecolab in the Pest Elimination Division for 3 years where he obtained seven (7) licenses Mr Perry is currently CNA's trainer for all courses taught in the initial Coverall Training Program for the Cincinnati and Dayton Support Centers
Detroit	Business Development Manager	Morse	Kevin	Kevin Morse has over 11 years of experience in Operations and Management Mr Morse has been with CNA as the Business Development Manager in Northville, Michigan since April 2016 He is currently the trainer for all courses taught in the initial Coverall Training Program for the Detroit Support Center
Fort Myers	Business Development Manager	Semidey	Marcial	Marcial "Tony" Semidey has over 15 years of experience in Management, Training, Operations, and Sales Mr Semidey previously worked for CarMax as a Sales Consultant from January 2016 to February 2017 Mr Semidey was the Manager of Wireless Services at Futura Mobility from August 2011 to December 2015 Mr Semidey has owned businesses in New York and Oklahoma, developed curriculum and delivered in-class training to chauffeurs, new hires in the IT industry, as well as training field personnel Mr Semidey joined CNA as the Business Development Manager in February 2017 for the Fort Myers Support Center and is currently the trainer for all courses taught in the initial Coverall Training Program

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BUSINESS EXPERIENCE OF DIVISIONAL BUSINESS DEVELOPMENT MANAGERS

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Support Center	Title	Last Name	First Name	Business Experience
Fresno	Business Development Manager	Lee	Mao	Mr Lee has over ten years of experience in the service industry, with four of those years being in building maintenance His previous employment with a specialized floor care company and a janitorial company, has provided him with a heavy skill set in operations and business development Mr Lee has worked in building maintenance as a Customer Service Coordinator, Sales and Marketing Coordinator, and Operations Coordinator As the Regional Business Development Manager for MFS since June 2016, Mr Lee will be responsible for training all courses taught in the initial Coverall Training Program
Hawaii	Business Development Manager	Ganaban	Pio	Pio Ganaban has over 5 years of experience in the fields of Sales and Management Mr Ganaban has been with MFS as an Outside Sales Consultant since April 2015, and as Business Development Manager in the Hawaii Support Center since February 2016 He is currently the trainer for all courses taught in the initial Coverall Training Program
Houston	Business Development Manager	Jaques	Urinda	Urinda Jaquez has over 7 years of experience in the fields of training and management Ms Jaquez has been with CNA as the Business Development Manager in Houston, Texas since February 2015 Ms Jaquez is currently CNA's Business Development Manager and trainer for all courses taught in the initial CNA Training Programs for the Houston Support Center
Las Vegas	Business Development Manager	Smith	James	James Smith has over 15 years of experience in the service industry with business-to-business sales, managerial and training positions Mr Smith joined CNA as the Business Development Manager in January 2015 for the Las Vegas Support Center and is currently the trainer for all courses taught in the initial Coverall Training Program
Long Island & New Hampshire	Business Development Manager	Araniva	Jose	Jose Araniva has over 3 years of experience if the field of Training Mr Araniva has been with CNA as a Customer Service Representative, Field Consultant, and Franchise Development Trainer since 2012, and as Business Development Manager in the Long Island Support Center since January 2013 He is currently the trainer for all courses taught in the initial Coverall Training Program for New Hampshire and Long Island Support Centers

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Support Center	Title	Last Name	First Name	Business Experience
Los Angeles	Business Development Manager	Felix	Gema	Gema Felix is currently MFS's Business Development Manager and trainer for all courses taught in the Initial Coverall Training Program in Glendale, California for the Los Angeles Support Center Ms Felix was previously MFS's Account Manager and was recently promoted to Business Development Manager Ms Felix has worked in the Commercial Cleaning Industry including Environmental Services for the past 7 years, and has experience in training, sales, and customer account management
Louisiana	General Manager	Stanley	Richard	Richard Stanley is currently CNA's General Manager and trainer for all courses taught in the Initial Coverall Training Program in Baton Rouge, Louisiana Mr Stanley has been with Coverall since December 2016 Mr Stanley was previously the Store Manager for Hobby Lobby from March 2014 to December 2016 Mr Stanley was previously the Branch Manager for Service Master Merry Maids from May 2011 to March 2014
Louisiana	Field Consultant	Braxton	Byron	Byron Braxton is currently CNA's Field Consultant in Baton Rouge, Louisiana Mr Braxton has been with Coverall since June 2015 Mr Braxton was previously the Owner of Braxton Distributions from October 2008 to December 2014
Madison	Business Development Manager	Bergman	Bryan	Bryan Bergman is currently CNA's Business Development Manager and trainer for all courses taught in the Initial Coverall Training Program in Madison, Wisconsin Mr Bergman has been with Coverall since November 2014
Milwaukee	Business Development Manager	Halaska	Michael	Michael Halaska has over 7 years experience training commercial cleaning customers while working with an industrial chemical manufacturer that also sold commercial janitorial equipment and supplies Mr Halaska has been Business Development Manager for CNA since June 2016, and he is currently the trainer for all courses taught in the initial Coverall Training Program
Northern New Jersey & New Hampshire	Business Development Manager	Estrada	Migdalia	Millie Estrada has 4 years of experience in the field of training Ms Estrada has been with CNA as a Customer Service Representative, Field Consultant, and Franchise Development Trainer in the New Jersey Support Center since 2001, then Business Development Manager since January 2013 Ms Estrada is currently CNA's Business Development Manager and trainer for all courses taught in the initial Coverall Training Program for New Hampshire and New Jersey Support Centers

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Support Center	Title	Last Name	First Name	Business Experience
Omaha	General Manager	Pardo	Vincent	From July 2016 to present, Mr Pardo has served as Coverall's General Manager in Omaha, Nebraska Mr Pardo has served as CNA's Business Development Manager in Brookfield, Wisconsin from November 2014 to June 2016 Mr Pardo was Manager at Speedway in Germantown, WI from December 2013 to July 2014 Mr Pardo was Intelligence Sergeant for the Minnesota National Guard in Rosemount, MN from August 2001 to October 2013
Orange County	Business Development Manager	Carter	Dennis	Mr Carter has over eight years of experience in Management Mr Carter has been with CNA as a Business Development Manager since May 2012 for the Orange County Support Center Mr Carter was Assistant Store Manager for CVS in Lake Forest, California from June 2013 to March 2016 Mr Carter was Area Manager for Acosta Sales and Marketing in Brea, California from November 2008 to March 2013 Mr Carter is currently CNA's Business Development Manager and trainer for all courses taught in the initial Coverall Training Program
Oregon	General Manager	Warner, Jr	James	James Warner, Jr , is currently CNA's General Manager and trainer for all courses taught in the Initial Coverall Training Program in Portland, Oregon Mr Warner has been with Coverall since September 2016 Mr Warner was previously the Location Manager for The Hertz Corporation, Downtown Portland, from 2011 to September 2014 Mr Warner was previously the Area Manager for The Hertz Corporation, Oregon Metro, from September 2014 to September 2016
Palm Beach	Business Development Manager	Landergren	Greyven	Mr Landergren has been with CNA since July 2015, and is the Business Development Manager and trainer in all courses taught in the Coverall Initial Training Program in our Palm Beach Support Center Mr Landergren was formerly a Field Consult with CNA
Philadelphia	Business Development Manager	Gordy	Charles	Charles Gordy has over 4 years of experience in Management and Operations Mr Gordy has been with CNA since August 2015 as Business Development Manager for the Philadelphia Support Center Mr Gordy previously worked for Team Clean as Operations Manager in Philadelphia, PA Mr Gordy is currently CNA's Business Development Manager and trainer for all courses taught in the initial Coverall Training Program

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Support Center	Title	Last Name	First Name	Business Experience
Pittsburgh	Business Development Manager	Wiegel	Gene	Gene Wiegel has over 16 years of training experience Mr Wiegel oversees the entire Coverall Training Program and Operations Department including customer service, franchise development, and field operations Mr Wiegel has been with CNA as Franchise Development Trainer and Operations Manager in the Pittsburgh Support Center since 1995, then Business Development Manager since January 2013 Mr Wiegel is currently CNA's Business Development Manager and trainer for all courses taught in the initial Coverall Training Program
Sacramento	Business Development Manager	Salas	Cynthia	Ms Salas has been with CNA since January 2016, and is the Business Development Manager and trainer in all courses taught in the Coverall Initial Training Program in our Sacramento Support Center Ms Salas was previously a Customer Service Representative with CNA From September 2007 to May 2015, Ms Salas was a Customer Service Representative for Gymboree Corporation
San Bernardino	Business Development Manager	Patterson	Robert	Robert Patterson is currently CNA's Business Development Manager and trainer for all courses taught in the Initial Coverall Training Program Mr Patterson has over 24 years of experience in the commercial cleaning industry Mr Patterson was a custodian for ten years for the San Diego School District Mr Patterson also owned a carpet and tile cleaning company for fourteen years specializing in residential and commercial cleaning Mr Patterson has been with CNA as a Field Consultant since August 2011, and is now the Business Development Manager since September 2012 in the San Bernardino Support Center
San Diego	Business Development Manager	Chavez	Claudia	Claudia Chavez has over 8 years of experience in Sales and Operations Ms Chavez has been with CNA since May 2015, from November 2015 as a Customer Service Representative and Field Consultant and from May 2015 to present as Business Development Manager for the San Diego Support Center Ms Chavez is currently CNA's Business Development Manager and trainer for all courses taught in the initial Coverall Training Program
San Francisco	Business Development Manager	Middleton	Steven	Steven Middleton has been with CNA since February 2017, and is the Business Development Managers and trainer in all courses taught in the Coverall Initial Training Program in our San Francisco Support Center Mr Middleton was previously an Operations and Facility Manager at City Sports Club from November 2014 to December 2016 Mr Middleton was previously an Account Manager Executive at America Works from September 2012 to November 2014

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Support Center	Title	Last Name	First Name	Business Experience
South Florida	Business Development Manager	Cordero	Ernesto	Ernesto Cordero has over 12 years of experience in Management and Operations Mr Cordero has been with CNA as Business Development Manager for the South Florida Support Center since June 2015 Mr Cordero was formerly a Field Consultant for CNA's South Florida Support Center from April 2012 to June 2014 Mr Cordero is currently CNA's Business Development Manager and trainer for all courses taught in the initial Coverall Training Program
Utah	Business Development Manager	Cassiano	Carlos	Carlos Cassiano has over 9 years of experience in supervising, management sales marketing training and cleaning Carlos started with MFS as an Account Manager and was promoted to Franchise Development Trainer in 2011 and as Operations Manager in January 2013 in MFS' Utah Support Center Carlos has received extensive training and certification in the health based cleaning industry Carlos currently is a trainer for MFS in all courses taught in the initial Coverall Training Program
Ventura	Business Development Manager	Taylor	Sam	Sam Taylor has over 17 years of experience maintaining commercial accounts such as Servicemaster, Servpro, and Chem Dry, for his previous employer, Allstate He worked closely with franchise owners and also with their corporate contacts and was also responsible for prospecting new franchise owners and advising them on the insurance needed to run their business Since June 2016 to present, as MFS' Business Development Trainer, Mr Taylor is the trainer for MFS in all courses taught in the initial Coverall Training Program
Virginia Beach	Business Development Manager	Mitchell	Edward	Edward Mitchell has over 33 years of experience in health care and commercial cleaning industry, marketing, sales, training, management and supervising Mr Mitchell is certified in stone restoration , hard surface floors and carpet cleaning Mr Mitchell has been with CNA since 2000 as Field Consultant, Franchise Development Trainer/Operations Manager since 2012, and Business Development Manager since 2013 in the Virginia Beach Support Center He is currently a trainer for all courses taught in the initial Coverall Training Program

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Support Center	Title	Last Name	First Name	Business Experience
Washington D C	Business Development Manager	Tadeo	Manuel	Manuel Tadeo has over 15 years of experience in the cleaning industry, health care facilities, industrial locations, class A and LEED building services, Mr Tadeo has trained and managed, operations managers, supervisors and hourly workers of crews consisting of 230 custodial services and 59 supervisors Mr Tadeo assisted in the CIMS certification of his previous company as well as being a certified House Cleaning Technician, using Chemical free equipment, he is in the process of getting certified in the stone restoration, hard surface floors and carpet cleaning He is currently a trainer for CNA for all courses taught in the initial Coverall Training Program

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹ REGIONAL SUPPORT CENTERS AS OF ISSUANCE DATE MARCH 31, 2017				
REGIONAL SUPPORT CENTER	ADDRESS	CITY	STATE	ZIP CODE
Coverall of Fresno ¹	371 North First Street	Fresno	CA	93702
Coverall of Los Angeles ¹	419 W Colorado Street	Glendale	CA	91204
Coverall of Ventura ¹	4820 McGrath Street Suite 100B	Ventura	CA	93003
Coverall of Sacramento	3117 Dwight Road Suite 100	Elk Grove	CA	95758
Coverall of Orange County	625 The City Drive S Suite 110	Orange	CA	92868
Coverall of San Bernardino	1845 Business Center Drive Suite 200	San Bernardino	CA	92408
Coverall of San Diego	7801 Mission Center Court Suite 300	San Diego	CA	92108
Coverall San Francisco ¹	32970 Alvarado-Niles Road Suite 744	Union City	CA	94587
Coverall of Southwest Florida	6310 Techster Blvd Suite 7 & 8	Fort Myers	FL	33966
Coverall of South Florida	2000 NW 150th Avenue Suite 2110	Pembroke Pines	FL	33028
Coverall of Tampa	5910 Benjamin Center Drive Suite 115	Tampa	FL	33634
Coverall of Palm Beach	2541 Metrocentre Blvd Suite 1	West Palm Beach	FL	33407
Coverall of Atlanta	3230 Peachtree Corners Circle Suite A	Norcross	GA	30092
Coverall of Hawaii ¹	438 Hobron Lane Suite PH4	Honolulu	HI	96815
Coverall of Chicago	2600 Warrenville Road Suite 200	Downers Grove	IL	60515
Coverall of Louisiana	14141 Airline Hwy Bld #4 Suite T	Baton Rouge	LA	70817
Coverall of Louisiana	4300 S I10 Service Road Suite 208	Metairie	LA	70002
Coverall of Washington D C	11900 Bournefield Way Suite 110	Silver Spring	MD	20904
Coverall of Detroit	22260 Haggerty Road Suite 120	Northville	MI	48167
Coverall of Charlotte	2401 Whitehall Park Drive #300	Charlotte	NC	28273
Coverall of Iowa	8467 Frederick Street	Omaha	NE	68127
Coverall of Nebraska	8467 Frederick Street	Omaha	NE	68127
Coverall of Northern New Jersey	1050 Wall Street West Suite 220	Lyndhurst	NJ	07071
Coverall of New Hampshire	1050 Wall Street West Suite 220	Lyndhurst	NJ	07071
Coverall of Las Vegas	7180 Dean Martin Drive Suite 500	Las Vegas	NV	89118
Coverall of Utah ¹	200 S Virginia Street 8th Floor	Reno	NV	89501
Coverall of Long Island	300 Garden City Plaza, Suite 246	Garden City	NY	11530
Coverall of Cincinnati	4410 Carver Woods Drive Suite 101	Cincinnati	OH	45242
Coverall of Columbus	771 Brooksedge Plaza Drive	Westerville	OH	43081
Coverall of Dayton	3306 Encrete Lane	Moraine	OH	45439
Coverall of Cleveland	9800 Rockside Road Suite 700	Valley View	OH	44125
Coverall of Oregon	9115 SW Oleson Road Suite 308	Portland	OR	97223
Coverall of Philadelphia	470 Sentry Parkway East Suite 100	Blue Bell	PA	19422
Coverall of Pittsburgh	1601 Mary's Avenue Suite 2G3	Pittsburgh	PA	15215
Coverall of Houston	2313 West Sam Houston Pkwy N Suite 131	Houston	TX	77043
Coverall of Utah ¹	7367 South Creek Road	Sandy	UT	84093
Coverall of Richmond	2821 Emerywood Parkway Suite 301	Henrico	VA	23294
Coverall of Virginia Beach	TRC Center 1 230 Clearfield Ave Suite 121	Virginia Beach	VA	23462
Coverall of Northern Wisconsin	1117 N Badger Avenue	Appleton	WI	54914
Coverall of Milwaukee	3315 N 124th Street Suite C	Brookfield	WI	53005
Coverall of Madison	5609 Medical Circle Suite 100	Madison	WI	53719

¹Melton Franchise Systems, Inc Support Center

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
CALIFORNIA - SAN DIEGO SUPPORT CENTER						
1	100-1409	Brandons Cleaning Services LLC	1424 Broadway Sp 5	CHULA VISTA	CA	91911 (619) 862-7427
2	100-F499	Damian LLC	1977 Geyserville Street	CHULA VISTA	CA	91913 (619) 397-5340
3	100-1393	De Cleaning LLC	2324 Bear Creek Place	CHULA VISTA	CA	91915 (619) 245-7929
4	100-1302	Demetrio R Deplata	1464 Shoreacres Drive	CHULA VISTA	CA	91915 (619) 370-4542
5	100-T1079	Diana A Plascencia	113 Madison Ave	CHULA VISTA	CA	91910 (619) 737-0347
6	100-F987A	Extreme Carpet Care Services LLC	1540 Connoley Ave	Chula Vista	CA	91911 (619) 250-1244
7	100-1404	F A Cleaning Services, Inc	1585 Mendocino Drive #20	CHULA VISTA	CA	91911 (619) 622-8047
8	100-1311	Gabriela Manriquez	696 Colorado Ave	CHULA VISTA	CA	91910 (619) 805-9538
9	100-1408	Imperial Cleaning LLC	1765 Rios Avenue Unit B	CHULA VISTA	CA	91911 (619) 410-2746
10	100-1396	J&J Services and Investments Inc	983 Camino del Sol	CHULA VISTA	CA	91910 (619) 587-6112
11	100-1376	JSIJ Santiago LLC	1820 Meeks Bay Drive	CHULA VISTA	CA	91913 (619) 565-5073
12	100-T1215	Julio A Renteria	P O Box 67	CHULA VISTA	CA	91912 (619) 666-2941
13	100-F1283	Malu Coronado Lacanilao	1959 Bucknell Street	Chula Vista	CA	91913 (619) 995-5852
14	100-F1013A	Martin Contreras	1440 Second Ave # 13	CHULA VISTA	CA	91911 (619) 623-6752
15	100-F1203	O & M Cleaning	P O Box 8378	CHULA VISTA	CA	91912 (619) 739-4238
16	100-F1214	Olivia Elis	P O BOX 212966	CHULA VISTA	CA	91921 (619) 271-2179
17	100-1385	Romero's Janitorial Services LLC	285 Rancho Drive Unit D	CHULA VISTA	CA	91911 (619) 779-3883
18	100-1366	Priscilla Carmen Corral dba Dre Day Cleaning Service	936 W 18th St Apt D2	COSTA MESA	CA	92627 (951) 496-2130
19	100-1338	Henry Orband	1145 Greenfield Suite B	EL CAJON	CA	92021 (619) 562-2900
20	100-F524TA	Rosalie Llanes	1642 Pepper Dr	El Cajon	CA	92021 (619) 504-0494
21	100-F1163	Arnulfo Aguilar	347 West 10th Avenue	ESCONDIDO	CA	92025 (760) 580-9488
22	100-F1282	Burnish and Shine Cleaning, Inc	449 El Monte Place	ESCONDIDO	CA	92027 (760) 270-8105
23	100-F1245	Lucia DeSales	1408 Broadway Place	ESCONDIDO	CA	92025 (760) 504-1724
24	100-T1055	Bonifacio Garcia T	P O BOX 2224	FALLBROOK	CA	92088 (760) 803-4158
25	100-1363	EK Consulting and Management Systems, LLC	270 Pippin Drive	FALLBROOK	CA	92028 (760) 500-7195
26	100-1326	OHANA Cleaning Service	1830 Fallbrook Oaks Court	FALLBROOK	CA	92028 (760) 695-8544
27	100-1322	Veronica Macias	923 Alturas Road Apt 131	FALLBROOK	CA	92028 (760) 458-2172
28	100-1312	Lynda L Griedd dba Mollies Cleaning	P O Box 310093	GUATAY	CA	91931 (619) 917-7998
29	100-F1187	Guadalupe Roman	41913 Mayberry Avenue	HEMET	CA	92544 (951) 901-3351
30	100-F1151	Deon McLaine	P O Box 673	IMPERIAL BEACH	CA	91933 (619) 852-2189
31	100-1345	Kelly Sam dba Kelly & Dan Cleaning Solutions	581 Florida St Apt F	IMPERIAL BEACH	CA	91932 (619) 370-3347
32	100-T1192	Maria E Duran	P O Box 216	JAMUL	CA	91935 (619) 729-2470
33	100-F1154	Gerardo Catalan	4733 70th Street	LA MESA	CA	91942 (619) 804-1123
34	100-1406	Olean LLC dba SD Shiny Cleaning	4395 70th Street Apt 91	LA MESA	CA	91942 (619) 946-9308
35	100-1379	Solid Foundation Janitorial Services, LLC	7487 Mohawk Street Apt 12	LA MESA	CA	91942 (619) 313-7348

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHSIE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
36 100-F960	Frank & April Bellino	28519 Tulita Lane	Menifee	CA	92584	(909) 244-9303
37 100-1319	Marvin Dotimas Castillo	26256 Isabella Place	MURRIETA	CA	92563	(951) 696-5651
38 100-F317	Victor Gonzalez	29273 Via Espada	Murrieta	CA	92563	(619) 666-6181
39 100-1380	White Quality Cleaning Services, LLC	23691 Cork Oak Circle	MURRIETA	CA	92562	(714) 366-5213
40 100-F920	Conrado Biocarles	2531 East 2nd Street	National City	CA	91950	(619) 245-9516
41 100-T1297	Leticia R Venegas	507 Honeysuckle Lane	NATIONAL CITY	CA	91950	(619) 470-7911
42 100-1310	Ofelia Lopez	1403 E 5th Street	NATIONAL CITY	CA	91950	(619) 674-8441
43 100-F1286	Action Cleaning Services Inc	3464 Los Mochis Way	Oceanside	CA	92056	(760) 806-6508
44 100-F1176	Adolfina Eckman	3472 Thunder Drive	Oceanside	CA	92056	(760) 696-5204
45 100-F1220	Albert L Siqueiros	4580 Calle Del Palo	Oceanside	CA	92057	(760) 757-4392
46 100-1324	Araceli Perez Navarro	616 Flora Drive	OCEANSIDE	CA	92058	(760) 710-9605
47 100-F1084	Nida Poorbaugh	1311 Brooke Crest Lane	OCEANSIDE	CA	92028	(760) 707-4556
48 100-F1291	Rosario O Duldulao	117 Lynn Street	OCEANSIDE	CA	92058	(760) 672-3529
49 100-F1266	Tanga L Tate	5009 Tyler Street	OCEANSIDE	CA	92057	(760) 295-2417
50 100-1321	Victor E Aguilar	150 Brisas Street	OCEANSIDE	CA	92058	(760) 675-5515
51 100-1395	Wild Thistle Enterprises, LLC	P O Box 4272	OCEANSIDE	CA	92052	(760) 207-4947
52 100-1342	K&F Cleaning Services, Inc	16619 Wikiup Road	RAMONA	CA	92065	(619) 277-3567
53 100-F956	Alexander Ocamoto	228 Terol Ct	San Diego	CA	92114	(619) 255-3509
54 100-575	Aljerika Corporation	4821 Sea Water Lane	San Diego	CA	92154	(619) 710-4341
55 100-F550	Arbelaez, Inc	3455 Kearny Villa Rd #420	San Diego	CA	92123	(619) 948-3440
56 100-F1156	Bernardo A Espiritu	6313 Stamen Court	San Diego	CA	92114	(619) 264-4508
57 100-F1153	Carlos Cruz	4170 52nd Street Apt 9	San Diego	CA	92105	(619) 508-1228
58 100-1369	Christopher S Trajano dba C-Pro Cleaners	9111 Hadley Place	San Diego	CA	92126	(442) 888-2584
59 100-1387	Clean Business Cleaning Services LLC	11348 Vista Sorrento Parkway K-200	San Diego	CA	92130	(760) 815-7756
60 100-1407	Commercial Cleaning Solutions, LLC	5079 Cimarron Way	San Diego	CA	92154	(619) 735-0320
61 100-F1188	Coral Professional Cleaning Services, Inc	P O Box 5589	San Diego	CA	92165	(619) 992-3342
62 100-1364	D & B Cleaning Services	608 Vista San Rafael	San Diego	CA	92154	(619) 850-3783
63 100-F1130	Danny Magsalin	8459 Westmore Road #61	San Diego	CA	92126	(858) 366-3194
64 100-F1205	Daryl Howard	5628 Zircon Street	San Diego	CA	92114	(619) 674-0155
65 100-F234	Day & Night Services, Inc	7564 Northrup Drive	San Diego	CA	92126	(858) 693-3644
66 100-F1299	Denise Cruz	4237 Estrella Avenue	San Diego	CA	92115	(619) 997-9404
67 100-F966	Deo Soriano	8749 Hebrides Dr	San Diego	CA	92126	(858) 335-0884
68 100-F359	Dominique Huwaert dba Huwaert Janitorial Service	2775 Luna Avenue	San Diego	CA	92117	(858) 270-7683
69 100-F1296	Donna Ross	922 63rd Street	San Diego	CA	92114	(619) 955-9784
70 100-F1195	Ernesto Cabreros	7726 Dry Creek Place	San Diego	CA	92114	(619) 644-1363
71 100-F1175	Felipa Figueroa	3838 Coleman Avenue	San Diego	CA	92154	(619) 428-6807
72 100-F565	Felipe Narvaez	3013 Village Pine Drive Unit A	San Diego	CA	92173	(619) 656-7549

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
73 100-1351	Fredy Guarin Deguzman dba Amazing Cleaning Services	10976 Westmore Place	San Diego	CA	92126	(619) 708-5289
74 100-1325	Gabriel Mendoza Gutierrez	879 W San Ysidro Blvd Apt 5	San Diego	CA	92173	(619) 289-1024
75 100-1365	Gabriela Munoz de Garcia dba Quality Management	2482 "K" Street	San Diego	CA	92102	(619) 942-4141
76 100-F1197	Gerlie Naval	11277 Weston Hill Drive	San Diego	CA	92126	(858) 577-0540
77 100-F928	Gilberto Gutierrez	3860 46th Street	San Diego	CA	92105	(619) 704-4272
78 100-F1041A	Gloria Aguilar	8687 Frobisher Street	San Diego	CA	92126	(858) 254-8730
79 100-F1207	Guadalupe Perez	6781 Madrone Avenue	San Diego	CA	92114	(619) 263-5213
80 100-1340	H&N Cleaning Services	4560 Zion Ave #12	San Diego	CA	92120	(619) 694-8557
81 100-1375	Harris Company LLC	8717 Longwood Street	San Diego	CA	92126	(858) 216-5778
82 100-F1177	Hermelinda Arroyo de Aguilar	2498 Roll Drive Box 1153	San Diego	CA	92154	(619) 666-9061
83 100-F1261	Imelda S Jaime	10156 Baroness Avenue	San Diego	CA	92126	(858) 566-6386
84 100-F927	Irma Lopez	P O Box 84077	San Diego	CA	92138	(619) 840-4698
85 100-1360	Jarrod V Dulay dba J6 Cleaning Services	7171 Lisbon Street	San Diego	CA	92114	(619) 262-4376
86 100-F1022A	Jonathan Patterson	2233 Ulric Street Apt 6	San Diego	CA	92111	(619) 851-7868
87 100-F1103	Jose Betancourt	P O BOX 33541	San Diego	CA	92163	(619) 683-3706
88 100-F375	Jose R Maya	510 L Street	San Diego	CA	91911	(619) 585-8620
89 100-F1091	Juan J Borbon	P O Box 5141	San Diego	CA	92165	(619) 742-1236
90 100-F346T	Laura Tapia	3737 Merrimac Avenue	San Diego	CA	92117	(858) 270-5409
91 100-1382	Lazos Janitorial Cleaning LLC	5850 Grewia Street	San Diego	CA	92114	(619) 434-4117
92 100-F1230	Mae & Earls Selectives Inc	P O Box 83641-3641	San Diego	CA	92138	(800) 545-4050
93 100-F1116	Manuel G De Guzman	7635 Norcanyon Way	San Diego	CA	92126	(858) 693-4122
94 100-F1072	Maria Perez	6138 Madeline Street	San Diego	CA	92115	(619) 287-2640
95 100-1386	Marites Cleaning Services LLC	7612 Adkins Way	San Diego	CA	92126	(760) 855-8600
96 100-F1087	Martina Betancourt	6540 Akins Avenue	San Diego	CA	92114	(619) 255-1650
97 100-F903	Martinezs Cleaning Company	4561 Hawley Blvd #7	San Diego	CA	92116	(619) 454-2850
98 100-F1110	Melchor Florentino	12059 Alta Carmel Ct #167	San Diego	CA	92128	(858) 485-9321
99 100-F1113	Mentamer Woldmariam	4833 Mahogany Vista Lane	San Diego	CA	92102	(619) 263-5388
100 100-F1174	Miguel Madrigal Jr	1674 Palm Avenue Space #24	San Diego	CA	92154	(619) 852-9988
101 100-1343	Milos Belcevich dba Bella's Cleaning service	2606 Bellezza Drive	San Diego	CA	92108	(619) 788-1502
102 100-F943	Mitchell s Building Maintenance	11313 Avenida De Los Lobas Unit H	San Diego	CA	92127	(858) 717-5020
103 100-1373	Mr Carrillo's General Cleaning, Inc	5705 Bates Street #95	San Diego	CA	92115	(619) 616-4116
104 100-F1262	Myrna Florenciano	10965 Westonhill Drive	San Diego	CA	92126	(858) 689-9109
105 100-F529	NC Quality Cleaning Services Inc	8635 Summerdale Road	San Diego	CA	92126	(858) 578-6566
106 100-F904TA	Nikiya Williams-Tumblin	10519 Caminito Memosac	San Diego	CA	92131	(619) 455-2441

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
107 100-1368	Olga E Nunez dba Mario's Services Cleaning	2005 Manzana Way	San Diego	CA	92139	(619) 379-3695
108 100-F1058	Phillip Kelley	4085 48th Street, #1	San Diego	CA	92105	(619) 624-9944
109 100-F593	Raintree Concepts Corp	9032 Libra Drive	San Diego	CA	92126	(858) 536-1441
110 100-574	Rustico Castro	2985 Mission Village Drive	San Diego	CA	92123	(858) 243-3834
111 100-1405	San Diego Respectable Cleaning Services LLC	4985 Logan Avenue Apt 1	San Diego	CA	92113	(949) 510-6403
112 100-F1209	Santiago Zuniga	751 49th St	San Diego	CA	92102	(619) 382-5902
113 100-1402	Sector 7 LLC	7707 Mission Gorge Rd # 16	San Diego	CA	92120	(619) 279-9843
114 100-F548	Thompson Building Maintenance Services Inc	6387 Lake Alturas Ave	San Diego	CA	92119	(619) 818-3498
115 100-1388	Top Notch Cleaning Services LLC	2683 "J" Street	San Diego	CA	92102	(619) 822-6836
116 100-F1044	Ursula B Rivera	7561 Goode Street	San Diego	CA	92139	(619) 479-8407
117 100-F822T	Victor Zatarain	2688 "K" Street	San Diego	CA	92102	(619) 540-0862
118 100-1394	Vivi's Cleaning Service LLC	9546 Carroll Canyon Road #131	San Diego	CA	92126	(619) 715-5932
119 100-1403	Welldone Cleaning Service LLC	2162 San Diego Avenue	San Diego	CA	92110	(775) 240-2806
120 100-1410	Business Cleaning Solutions LLC	567 Carrie Circle	SAN MARCOS	CA	92069	(760) 450-7332
121 100-1392	Ruiz & Company Cleaning Service, Inc	1560 Indian Summer Road	SAN MARCOS	CA	92069	(760) 917-3269
122 100-1400	Dorina's Cleaning Service Inc	1260 W San Ysidro Blvd Apt 10	SAN YSIDRO	CA	92173	(619) 635-7606
123 100-F530	Manny s Industrial Cleaning Co LLC	3283 Tequila Way	SAN YSIDRO	CA	92173	(619) 572-0784
124 100-F957	RS Janitorial Service	3163 Positos Way	SAN YSIDRO	CA	92173	(619) 690-1369
125 100-1397	Angel Wings Cleaning LLC	9625 Mission Gorge Rd #B2-211	SANTEE	CA	92071	(619) 715-4104
126 100-1391	Day & Night Cleaning Service LLC	8900 Tyler Sreet	SPRING VALLEY	CA	91977	(619) 403-2894
127 100-F924	Karl Clark	2122 Ledgeside Lane	Spring Valley	CA	91977	(619) 463-8581
128 100-F1007A	Michael Smith	2320 Eleta Place	Spring Valley	CA	91977	(619) 889-6497
129 100-F1111	Quirino M Aspili Jr	845 Saint George Place	Spring Valley	CA	91977	(619) 788-7050
130 100-F297	Lowell E Kent Jr	838 Plumosa Avenue	Vista	CA	92081	(760) 535-8141
131 100-F1159	Margarita Aguilar	865 Vale View Drive	Vista	CA	92081	(760) 630-6892
132 100-1346	Montiel Janitor Service	1549 Northcrest Lane	VISTA	CA	92083	(760) 576-1752
133 100-F805T	Roberto Espino Rosas	1315 Dorsey Way	VISTA	CA	92083	(760) 978-4125
CALIFORNIA - SACRAMENTO SUPPORT CENTER						
1 110-1135	Alex Vasquez dba AV Building Services	8441 Helsinki Way	ANTELOPE	CA	95843	9167260349
2 110-F167	All Solutions Cleaning, Inc	8389 Zachis Way	ANTELOPE	CA	95843	9164203799
3 110-1221	Dirtbusters Janitorial LLC	8261 Prior Way	ANTELOPE	CA	95843	4157134661
4 110-1236	NK Industry LLC	5316 Beckworth Way	ANTELOPE	CA	95843	9163678423
5 110-1126	A L F A Group	3933 Rickman Way	CERES	CA	95307	2099189612
6 110-1155	Cantu Enterprize LLC	3200 Crownview Drive	CERES	CA	95307	2099680086
7 110-1148	Moua Xiong dba North Xiong Cleaning	1722 Hamlock St	CHICO	CA	95928	5305663230
8 110-398	Sandra Muschetto	6733 Sunrise Blvd	CITRUS HEIGHTS	CA	95621	9165041920

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHSIE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
9	110-1184	Santamaria's Cleaning Services LLC	1446 6th Ave	CORNING	CA	96021 2096407137
10	110-1204	Gonzalez Cleaning Crew LLC	3030 5th Apt 113	DAVIS	CA	95618 5309080195
11	110-T525	Birend Prasad	9960 Nestling Circle	ELK GROVE	CA	95757 9166864259
12	110-1201	Charlie Clean LLC	10070 Willard Pkw #165	ELK GROVE	CA	95757 9168708586
13	110-1177	Greene Cleaning Services LLC	5217 Lake Pleasant Dr	ELK GROVE	CA	95758 9165977887
14	110-1214	PJ Cleaners LLC	9737 Ashstone Way	ELK GROVE	CA	95624 9166909514
15	110-F336	Sam De Haro	6020 Deepdale Way	ELK GROVE	CA	95758 9162014941
16	110-1223	Sunnys Janitorial LLC	9413 Blue Diamond Way	ELK GROVE	CA	95624 9162404155
17	110-1164	Virk's Janitorial Services LLC	8625 Lilypad Court	ELK GROVE	CA	95624 9167196611
18	110-1208	DJMF Cleaning Services LLC	4974 Hillhurts Drive	FAIR OAKS	CA	95628 9168789606
19	110-463	High Quality Janitorial Service LLC	2066 Bluebird Way	FAIRFIELD	CA	94533 7073845520
20	110-T596	Lawrence Lofton	1227 Mallard Court	FAIRFIELD	CA	94533 7073845658
21	110-485	Liberty Janitorial Services	1025 Eisenhower Street	Fairfield	CA	94533 7074192990
22	125-932	Lucy Bettencourt	20465 Opal Ct	HILMAR	CA	95324 (209) 632-6985
23	110-1145	Alfonso Nunez dba A & J Cleaning Service	152 J Street	LATHROP	CA	95330 2096655592
24	110-1175	Ferdie's Cleaning Services LLC	708 Pioneer Avenue	LATHROP	CA	95330 2099829454
25	125-849T	Jose Cruz Nunez	152 J Street	LATHROP	CA	95330 (209) 402-5716
26	110-1140	Tom Lee Waggerman dba Tom's Pro Clean	10284 Livingston Cressey Road	LIVINGSTON	CA	95334 2093558576
27	110-1230	KMV Cleaning Satisfaction LLC	914 S Lee Ave	LODI	CA	95240 2093313233
28	125-F950	Penny E Schwanker	213 Michigan Avenue #A	MANTECA	CA	95337 (209) 263-8165
29	110-T615	Cheng Her	5578 Meadow Brook Way	MARYSVILLE	CA	95901 5303015885
30	125-F1003	Hue Xiong	2306 Pinon Court	MERCED	CA	95348 (209) 947-1414
31	110-1197	Meng Environmental Services LLC	1219 Sunup Dr	MERCED	CA	95348 2096581527
32	110-1234	AL B E ZY Cleaning Services LLC	1920 Fairfax Ave	MODESTO	CA	95355 2092473950
33	125-F994	Carlos Alfonso	2200 Standiford Ave Apt 251	MODESTO	CA	95350 (209) 225-7353
34	110-1207	CMC Cleaning Services LLC	2200 Standiford Ave #251	MODESTO	CA	95350 2092257353
35	125-843	Elvira Villalobos	405 Fortuna Avenue	Modesto	CA	95354 (209) 549-2647
36	125-F342	Janitorial Experts Corporation	P O Box 3637	Modesto	CA	95352 (209) 614-7714
37	125-927	Maria De Campos	821 Latimer Ave Space 4	MODESTO	CA	95351 (209) 622-7383
38	110-1102	Maria Ramirez	1726 Denver St	MODESTO	CA	95358 2099963332
39	125-846	Moises Alania	2025 W Rumble Road	MODESTO	CA	95350 (209) 204-4574
40	110-1123	Simon Kimbangu Mantuidi dba Dream It	1427 Tully Road Unit 4	MODESTO	CA	95350 2096139160
41	125-841	Usha Lal	1700 Cashmere Drive	MODESTO	CA	95355 (209) 402-7645
42	110-1235	Velasquez Cleaning Logistics LLC	2200 Standiford Ave Apt 142	MODESTO	CA	95350 2099965224
43	125-910	Ferdinand R Yadao	9332 Lemberd Dome Circle	Morada	CA	95212 (209) 320-5538
44	110-1226	SDA Janitorial Services LLC	4844 Jackson St	North Highlands	CA	95660 9166281366
45	110-1181	RK Cleaning Masters LLC	11433 Pioneer Avenue	OAKDALE	CA	95361 2096811247
46	110-F517	Cha Thao & Lou Vang	5284 Aspen Way	OLIVEHURST	CA	95961 5307490214
47	110-1168	Eugene Commercial Cleaning LLC	1753 Griego Ave	OLIVEHURST	CA	95961 5308446732

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
48 110-1218	FUSZ Janitorial LLC	1765 Dukes Ct	OLIVEHURST	CA	95961	5303057495
49 110-284T	Outhaya Xiong	1097 Jewelflower Street	OLIVEHURST	CA	95961	5303292775
50 110-428	Thelma Reyes-Barragan	P O Box 573	ORANGEVALE	CA	95662	9165140085
51 110-1120	Yia Yang dba YY Janitorial Cleaning Service	5706 Lower Wyandotte Road	OROVILLE	CA	95966	5307744953
52 110-1185	Diaz Janitorial Services LLC	6111 Marysville Blvd	RIO LINDA	CA	95673	9165830797
53 110-1162	K&V Cleaning Services LLC	6050 Placer West Drive, Apt 403	ROCKLIN	CA	95677	9167428206
54 110-1206	A1C Cleaning System LLC	101 Pottiger Court	ROSEVILLE	CA	95747	9167787211
55 110-F606	Hector R Rodriguez	1144 Conroy Lane #R	ROSEVILLE	CA	95661	9168682620
56 110-1222	PST Dream Clean Janitorial LLC	953 Portside Cir	ROSEVILLE	CA	95678	9169143165
57 110-1142	A & A Janitorial	4571 Summit Way	SACRAMENTO	CA	95820	6612128081
58 110-1180	A&A Cleaning Services LLC	7896 Cresendale Way	SACRAMENTO	CA	95823	9169429685
59 110-1161	A1 Janitorial Services LLC	2682 Kalamer Street	SACRAMENTO	CA	95835	4086667650
60 110-464	Aaron Vang	7629 Lindale Dr	SACRAMENTO	CA	95828	9166708215
61 110-1199	AD Cleaning Services LLC	5010 Yvonne Way	SACRAMENTO	CA	95823	9165247076
62 110-468	Aimul Nisha	5340 Mapleton Way	SACRAMENTO	CA	95823	9163967564
63 110-F320	AMALA KEOPHET	620 Los Lunas Way	Sacramento	CA	95833	9169215596
64 110-1241	Anna Cleaning Services LLC	4209 Leafmont Way	SACRAMENTO	CA	95826	9165951983
65 110-426	Ashween Cleaning Services, LLC	9149 Lucchesi Drive	SACRAMENTO	CA	95829	9164719844
66 110-1115	B&L Chang Services	7777 Dixie Lou Street	SACRAMENTO	CA	95832	9164776041
67 110-F550	Best Choice Cleaning Solution, Inc	708 Naruth Way	SACRAMENTO	CA	95838	9168932178
68 110-1158	Beto and Mari's Cleaning Services, LLC	6025 Dias Avenue Space 194	SACRAMENTO	CA	95824	9164107432
69 110-F583	Camila's Janitorial Service LLC	603 Clinger Ct	SACRAMENTO	CA	95838	9165447954
70 110-1088	Carina's Cleaning Services, LLC	6649 Cunningham Way	SACRAMENTO	CA	95828	9167157084
71 125-F955	Christine Marsh	5714 Folsom Blvd Suite 263	SACRAMENTO	CA	95819	(916) 599-4577
72 110-F137	DAVID MELLO	2740 Forrest Street	Sacramento	CA	95815	9166466418
73 110-457	Davindar Singh dba Amazing Janitorial	939 Park Ranch Way	Sacramento	CA	95831	9163956419
74 110-F547	Eduardo Gomez	1540 Woodland Oaks Way	SACRAMENTO	CA	95833	9166167063
75 110-1232	Elizabeth Janitorial Services LLC	3905 Dry Creek Rd	SACRAMENTO	CA	95838	9163800348
76 110-1228	Espinoza and Sons Janitorial LLC	4500 Natomas Centro Dr Apt 632	SACRAMENTO	CA	95834	9165968412
77 110-1146	Estela Pena dba Pena-Murillo Cleaning Services	1444 Hood Rd Apt D	SACRAMENTO	CA	95825	9165190643
78 110-1215	Galaxy Janitorial Services LLC	7830 52nd Ave	SACRAMENTO	CA	95828	9169680920
79 110-1122	Kem Jones dba GO Clean USA	P O BOX 661074	SACRAMENTO	CA	95866	9167067908
80 110-F159	Khiosouphan Namvong	5795 Boyton Way	SACRAMENTO	CA	95823	9162081780
81 110-1076	Kia Yang Thao	2112 65th Ave	SACRAMENTO	CA	95822	9165293025
82 110-T569	Kou Cha	3349 Paseo Nuevo St	Sacramento	CA	95838	9169276209
83 110-1190	Krystal Clear Cleaning Services LLC	8005 White Castle Way	SACRAMENTO	CA	95828	9162169099
84 110-1178	Lee's Cleaning Services LLC	7701 Golden West Way	SACRAMENTO	CA	95824	9163838546

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
85 110-442	Let Us Do It Cleaning Services	4390 Burgess Drive	Sacramento	CA	95838	9162816793
86 110-1225	Marimeli Cleaning Services LLC	128 West El Camino Ave	SACRAMENTO	CA	95815	9166926171
87 110-1213	Moonlight Environmental Services LLC	1971 Expedition Way	SACRAMENTO	CA	95832	9162717390
88 110-1212	NavNick Cleaning Services LLC	7740 52nd Ave	SACRAMENTO	CA	95828	9165191354
89 110-1224	Rauls Janitorial LLC	2310 Boxwood Street	SACRAMENTO	CA	95815	2096882112
90 110-1209	Rincon Cleaning Services LLC	810 Ford Rd	SACRAMENTO	CA	95838	9162893093
91 110-F493	S & SC Office Cleaning, LLC	241 Clear Sky Circle	SACRAMENTO	CA	95823	9162474644
92 110-1163	S&S Janitorial Services LLC	626 Willie Hausey Way	SACRAMENTO	CA	95838	9162679072
93 110-461	Sajeet Singh	7177 Surreywood Way	SACRAMENTO	CA	95823	9166896886
94 110-1147	Sandoval's Clean Service LLC	1658 Nogales St	SACRAMENTO	CA	95838	9167565886
95 110-1220	Shwans Janitorial LLC	6833 Peck Dr	SACRAMENTO	CA	95828	9166139469
96 110-F610	SISAVATH KEOONLA	2633 51ST AVE	SACRAMENTO	CA	95822	9163956319
97 110-1202	Sparkle Services LLC	7067 Forman Way	SACRAMENTO	CA	95828	9168971938
98 110-1231	Technical Cleaners LLC	2521 Lock Ave	SACRAMENTO	CA	95822	9164292264
99 125-821TT	Ruben Hernandez	5812 Trailwood Drive	SALIDA	CA	95368	(209) 918-6149
100 110-1192	A & B Janitorial Services LLC	624 Clinton Drive	STOCKTON	CA	95210	2095948051
101 125-T944	Alfonso R Sanchez	3133 Petit Ln	STOCKTON	CA	95212	(209) 430-3630
102 125-F1006	Amanda See Yang	3509 Sunny Rd	STOCKTON	CA	95215	(209) 898-2656
103 110-1093	Arlene Carvajal	24 W Jamestown Street Apt 308	STOCKTON	CA	95207	5106887461
104 110-1237	C and R Cleaning Services LLC	7341 Kelley Dr	STOCKTON	CA	95207	2099525810
105 110-1217	DenMar Janitorial LLC	2432 Venetian Dr Apt 157W	STOCKTON	CA	95207	4158064024
106 125-F968	Dominador Nucal	2108 Yosemite St	STOCKTON	CA	95206	(209) 469-0629
107 110-1238	Frazier Cleaning Services LLC	10939 Tramore Ln	STOCKTON	CA	95209	2092981571
108 125-T1002	Gepao Vang	8211 Lanark Drive	STOCKTON	CA	95210	(209) 478-5926
109 110-1129	Grace Ashaolu dba Hope Professional Business	8812 Bluegrass Drive	STOCKTON	CA	95210	2094769131
110 110-1173	Jaqui's Cleaning Services LLC	8338 Kelley Drive	STOCKTON	CA	95209	2096897746
111 110-1229	JJT Cleaning LLC	6877 Sumter Quay Circle	STOCKTON	CA	95219	2096038079
112 110-1179	JMJ Cleaning Services LLC	911 South Hunter Street, Apt 7	STOCKTON	CA	95206	2095943042
113 125-933	Josefina Trejo	2517 Vol Pi Drive	STOCKTON	CA	95206	(209) 922-5242
114 110-1117	Kevcam, Inc	4834 Grose Run	STOCKTON	CA	95207	2094033249
115 110-1084	Lucille V Roberts	3051 Joshua Tree Circle	STOCKTON	CA	95209	2092421250
116 110-1216	Marco and Adriana's Cleaning LLC	1765 Valmora Dr	STOCKTON	CA	95210	2092358599
117 125-922	Maria Del Carmen Lopez	47 Howard Street	STOCKTON	CA	95206	(209) 430-9023
118 125-T993	Maria Garcia-Godos	4440 Plato Ct	STOCKTON	CA	95207	(209) 406-1995
119 110-1105	Mariama Kamara	1114 Silver Breeze Ct	STOCKTON	CA	95210	2096624536
120 110-1242	Melany Cleaning Services LLC	347 Del Norte St	STOCKTON	CA	95203	2097151764
121 110-1210	MGM Janitorial Cleaning LLC	2236 Jane Ellen Dr	STOCKTON	CA	95212	2094719819
122 110-1240	Pro Cleaning System and Services LLC	2310 Van Gogh Lane	STOCKTON	CA	95206	2096237884

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
123 125-T1004	Ram Janitorial Service	P O Box 6045	STOCKTON	CA	95206	(209) 986-4876
124 125-F1015	Rosa Valencia	5501 Cosumnes Drive	STOCKTON	CA	95290	(209) 351-7663
125 110-1187	Rosita's Janitorial Services LLC	2137 Shelby Creek Court	STOCKTON	CA	95206	2094014106
126 110-1143	Roxana Lynn Hill dba Rox's Commercial Janitorial	2139 Cherokee Rd	STOCKTON	CA	95205	2093375950
127 110-1139	S & L Cleaning Solutions	1801 West Lane	STOCKTON	CA	95205	2094064475
128 110-1159	Saras Janitorial Services LLC	2217 Moorcroft Ct	STOCKTON	CA	95206	2098981291
129 125-F979	Steve Carrillo	1845 Korvel Ct	STOCKTON	CA	95210	(209) 817-9958
130 110-1233	Sunshine 20 Cleaning Expert LLC	6136 Mustang Pl	STOCKTON	CA	95210	2094209427
131 110-1182	Team DCMJ 888 LLC	2401 Pine Brook Drive	STOCKTON	CA	95212	2092920175
132 125-T1032	Timothy D Fisher	2048 Webb Street	Stockton	CA	95205	(209) 808-4861
133 125-F1022	Tinio Escobedo	9426 Royal Park Lane	STOCKTON	CA	95209	(209) 513-5857
134 110-1219	Vera's Cleaning LLC	3185 Barbara St	STOCKTON	CA	95205	2093733611
135 125-904	Helena Veiga	612 S Vincent Rd	TURLOCK	CA	95380	(209) 667-4403
136 125-T951	Joe A Rodrigues	1229 Merritt Street	TURLOCK	CA	95380	(209) 277-2431
137 110-1174	Villa Lobos Cleaning Services LLC	1818 Falconglen Court	TURLOCK	CA	95380	2097560817
138 110-1072	Josephine Annuzzi	361 Royal Oaks	VACAVILLE	CA	95687	7077206020
139 110-F591	Luis Gavino	513 Chateau Way	VACAVILLE	CA	95687	7074699229
140 110-F581	Varinder Kaur Gir	444 Springs Rd	VALLEJO	CA	94590	7075573763
141 125-F298T	ROBERT WALTERS	13605 Brook Way	WATERFORD	CA	95386	(209) 380-2729
142 110-F555	Bounmee Sone Sath	799 Casselman Dr	West Sacramento	CA	95605	5305545844
143 110-1160	M&E Janitorial LLC	7393 Louise Ave	WINTON	CA	95388	2095649252
144 110-1227	Mara Janitorial LLC	6755 Meadowlark Ave	WINTON	CA	95388	2099170774
145 110-1098	Juanita Allbaugh	415 Lasalle Street	WOODBIDGE	CA	95258	2092989919
146 110-1186	Javier and Elsa's Cleaning Services LLC	809 Cottonwood Street Apt A	WOODLAND	CA	95695	5302043022
147 110-F495	Narendra Singh	1641 Craft Drive	WOODLAND	CA	95776	5304061465

CALIFORNIA - ORANGE COUNTY SUPPORT CENTER

1 115-F687	Maria Eugenia Sanchez	23633 Los Grandes St	Aliso Viejo	CA	92656	(949) 680-0831
2 115-F768	Antonio B Soria	1924 W Glenoaks Apt 65	Anaheim	CA	92801	(714) 401-2028
3 115-F741	Benjamin F Resendiz	911 S Agate St	Anaheim	CA	92804	(714) 366-9817
4 115-839	Cardenas Cleaning, LLC	400 S Sunkist St	ANAHEIM	CA	92806	(714) 757-1392
5 115-837	Cydra, LLC	1800 W Gramercy Ave	ANAHEIM	CA	92801	(213) 215-2987
6 115-F645	Efrain G Ponce	10793 Harcourt Ave	ANAHEIM	CA	92804	(714) 868-2051
7 115-F665	Felipe Castillo	3927 E Rogue St	ANAHEIM	CA	92807	(714) 868-1860
8 115-F715	Felix Clavel Rendon	1215 Diamond St Apt 3	ANAHEIM	CA	92801	(714) 681-8637
9 115-847	Isis Total Cleaning Solutions	10568 Magnolia Ave	ANAHEIM	CA	92804	(714) 493-8327
10 115-786	Kham Nanthavongdouangsy	11532 Moen St	ANAHEIM	CA	92804	(714) 337-9496
11 115-F733	Leo Fuentes	929 S Flore St	Anaheim	CA	92802	(909) 436-7240
12 115-787	Luis Magallon	2314 S Mira Ct	ANAHEIM	CA	92802	(714) 863-9740

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHSIE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
13 115-802	Malang Diedhiou dba KIRPRO Cleaning Co	2230 S Loara St # 206	ANAHEIM	CA	92802	(714) 276-3266
14 115-F699	Manuel Rico	10852 Rustic Lane	Anaheim	CA	92805	(714) 296-1393
15 115-F766	Pablo Martinez Munoz	2236 E Bangor Way	Anaheim	CA	92806	(714) 315-4681
16 115-859	Premier Cleaning Services Inc	2110 E La Palma Ave Apt D	ANAHEIM	CA	92806	(714) 595-4068
17 115-397A	Sonia D Rosales Mayen	2218 Westport Dr #12	Anaheim	CA	92806	(714) 717-0812
18 115-T745	Maria Haydee Rivera dba Hatdee's Cleaning	18319 Norwalk Blvd	ARTESIA	CA	90701	(562) 219-9009
19 115-831	Raul A Medrano dba RBM Cleaning Services	6041 Buell St	BELL GARDENS	CA	90201	(323) 602-8199
20 115-F656	Andrew Small	9963 Ramona #26	BELLFLOWER	CA	90706	(562) 925-8923
21 115-F743	Jose Castillo	9949 Flora Vista St Apt #1	Bellflower	CA	90706	(562) 506-6079
22 115-F729	Maria Cecilia Valarao	21312 Grace Ave	CARSON	CA	90745	(310) 619-9996
23 115-F751	Calvin E Perkins	13204 Sutton St	CERRITOS	CA	90703	(714) 318-9797
24 115-F670	Edgardo B Relova	12232 Viarna St	CERRITOS	CA	90703	(562) 243-3725
25 115-852	RMD Cleaning Services, Inc	19603 Alida Ave	CERRITOS	CA	90703	(562) 505-6484
26 115-F605	Terry Traylor	12942 Maui Court	Cerritos	CA	90703	(714) 271-2180
27 115-848	Jenna V Cleaning Services, LLC	15444 Painter Drive	CHINO HILLS	CA	91709	(310) 609-2122
28 115-T770	Daniel Duenas Gonzalez	2058 Eoris St	Compton	CA	90222	(310) 404-5190
29 115-F660	LaTanya L Simmons-Sparks	13320 Vesta Ave	COMPTON	CA	90222	(310) 251-0366
30 115-F769	Veronica Revuelta Escobedo	203 N Poinsettia Ave	Compton	CA	90221	(562) 206-4464
31 115-F767	JRs Building Maintenance	400 Hamlin Circle	CORONA	CA	92879	(951) 533-6888
32 115-F712	Randall Inc	2144 Russell Drive	Corona	CA	92879	(949) 337-3065
33 115-F773	Severo Joel Vargas-Bautista dba Magic World Cleaning Services	655 Baker St #G101	COSTA MESA	CA	92626	(949) 910-2548
34 115-795	Sofronio Leon	2108 Wallace Ave	COSTA MESA	CA	92627	(949) 939-8871
35 115-798	L & R Cleaning Services	11951 Heritage Circle	DOWNEY	CA	90241	(562) 335-2954
36 115-F721	Complete Solution LLC	18242 Cabrillo Court	FOUNTAIN VALLEY	CA	92708	(714) 605-8773
37 115-856	OMOI Associates, LLC	2431 Santa Yasabel Ave	FULLERTON	CA	92831	(562) 292-1467
38 115-F749	Luisa Carlos	12560 Haster St #228	GARDEN GROVE	CA	92840	(714) 600-9312
39 115-F672	Manuel Gutierrez Tello	10806 Dorothy Ave	Garden Grove	CA	92843	(714) 264-6795
40 115-F647	Masina Motuga	11802 Roxbury Dr	Garden Grove	CA	92840	(714) 251-7396
41 115-830	Rafael Galvan Jr dba Right-Way Cleaning Solutions	13692 Fernwood Drive	GARDEN GROVE	CA	92843	(714) 337-4381
42 115-803	Rogelio Gonzalez	9141 Sherlock Lane	GARDEN GROVE	CA	92841	(714) 395-7528
43 115-F710	Salvador Antonio Hernandez	12465 Firebrand St	Garden Grove	CA	92840	(714) 292-5991
44 115-F698	Teresa Salas	12752 Arletta Cir	Garden Grove	CA	92840	(714) 873-0533
45 115-F678	Beatriz Baray	1315 Magnolia Ave Apt 129	GARDENA	CA	90247	(310) 590-9573

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
46 115-815	Blanca Martinez dba Martinez Cleaning Service	13736 S Ainsworth Ave	GARDENA	CA	90247	(323) 984-1016
47 115-F140	Eddie Mc Mullen	13011 S Casimir Ave	GARDENA	CA	90249	(310) 367-1875
48 115-828	Custodio Cobo Services, LLC	4015 W 133rd St	HAWTHORNE	CA	90250	(720) 621-1174
49 115-T714	Griselda B Jimenez	3247 1/2 W 139th St	HAWTHORNE	CA	90250	(310) 462-0399
50 115-818	Marla Burrion dba RB3 Cleaning Services	11724 Truro Ave Apt 4	HAWTHORNE	CA	90250	(323) 535-2470
51 115-F175	Sonia Loveless	3356 W 134th Pl	Hawthorne	CA	90250	(310) 812-3299
52 115-F708	Adriana Vasquez	6401 Viking Circle	Huntington Beach	CA	92647	(714) 615-0064
53 115-851	ARPO, LLC	6401 Warner Ave	Huntington Beach	CA	92647	(310) 595-8833
54 115-T685	Francisco Javier Silva	3591 Claremont St	IRVINE	CA	92614	(949) 439-8886
55 115-849	Good Service Cleaning, Inc	3 Cannes	IRVINE	CA	92614	(949) 350-4404
56 115-332T	Sergio Silva	707 Wycliffe	IRVINE	CA	92602	(949) 697-7597
57 115-821	Everardo Coria Morales dba E & M Cleaning Service's	304 Alpine St	LA HABRA HEIGHTS	CA	90631	(562) 665-3283
58 115-F684	Eneida Hernandez	29369 Breakwater St	LAKE ELSINORE	CA	92530	(949) 351-6330
59 115-817	Gerald Alan Williams dba GW Excellent Cleaning Service	33140 Olive St Apt 4	LAKE ELSINORE	CA	92530	(562) 274-1355
60 115-318	Grace Bilbao La Vieja	1305 W Sumner Ave	LAKE ELSINORE	CA	92530	(714) 585-5555
61 115-824	Kamilah A Polee dba Polee's Elite Janitorial Cleaning Services	18066 Lakeshore Dr	LAKE ELSINORE	CA	92530	(951) 445-6523
62 115-405A	Lucio Gomez	19016 Reindeer Dr	LAKE ELSINORE	CA	92530	(949) 218-1462
63 115-F736	Carlos Rivas dba Citronella Cleaning Systems	21412 Lake Forest Apt D	LAKE FOREST	CA	92630	(949) 528-7041
64 115-836	RBN Janitorial Services, LLC	P O Box 871	LAKE FOREST	CA	92609	(949) 813-6396
65 115-E675	Charles Compton Jr	4715 Brier Crest Ave	LAKEWOOD	CA	90713	(562) 507-2485
66 115-F654	Martimiano Casillas	20519 Pioneer Blvd	LAKEWOOD	CA	90715	(562) 360-9767
67 115-833	Ponce Cleaning System LLC	4929 Lorelei Ave	LAKEWOOD	CA	90712	(562) 824-5524
68 115-842	C & C Janitorial Services, LLC	4337 W 166th Street	LAWNDALE	CA	90260	(424) 236-0680
69 115-T682	Alicia Romero	1474 Gardenia Ave	LONG BEACH	CA	90813	(562) 841-9733
70 115-858	JB Commercial Cleaning, LLC	406 Silva Street	LONG BEACH	CA	90805	(562) 422-2138
71 115-850	K and A Cleaning Service, Inc	6665 Long Beach Blvd	LONG BEACH	CA	90805	(310) 669-9246
72 115-F666	Leakana Pak	1022 Walnut Ave	LONG BEACH	CA	90813	(562) 279-6019
73 115-F757	Marcelino Garcia Moreno	1136 Linden Ave Apt 6	LONG BEACH	CA	90813	(562) 612-5282
74 115-262	Maria C Carillo	1727 Obispo Ave #8	Long Beach	CA	90804	(562) 756-8753
75 115-841	MDK Enterprises, LLC	1229 W Maddox St	LONG BEACH	CA	90810	(562) 209-1865
76 115-846	Pearl Lan Enterprises, LLC	581 E Pleasant St #3	LONG BEACH	CA	90805	(562) 285-8325
77 115-379A	Perfect Touch Cleaning & Maintenance	1229 W Maddow	Long Beach	CA	90810	(562) 212-6251
78 115-843	Victor M DeAnda, LLC	1403 Obispo Ave	LONG BEACH	CA	90804	(562) 961-1159
79 115-425TA	Brenda K Grandberry	3826 6th St	LOS ANGELES	CA	90008	(562) 715-3335

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
80 115-855	C & I Janitorial Services, LLC	1413 W 95th Street	LOS ANGELES	CA	90047	(424) 222-1864
81 115-F747	Luis A Fisher	1437 W 36th Place	Los Angeles	CA	90018	(323) 420-3101
82 115-845	Leysa Cleaning Service, Inc	4305 Cortland St	LYNWOOD	CA	90262	(323) 424-9178
83 115-299	Aurora Pichardo	27852 Siruela	MISSION VIEJO	CA	92692	(562) 225-2935
84 115-F772	Carlos Nicolas Martinez	27465 Iris Ave	MISSION VIEJO	CA	92692	(949) 584-8560
85 115-F649	Jacqueline E Rios	21622 Marguerite Parkway Apt 16	MISSION VIEJO	CA	92692	(714) 932-9186
86 115-F681	Jorge Hernandez	27444 Camden Apt 21E	MISSION VIEJO	CA	92692	(949) 374-4806
87 115-F667	Octavio Carmona	23151 Los Alisos Blvd Apt 51	Mission Viejo	CA	92691	(949) 547-2989
88 115-F738	Maria De La Luz Garcia	25118 Dana Lane	MORENO VALLEY	CA	92551	(714) 631-2116
89 115-F776	Patricia Garcia	23691 Cork Oak Circle	MURRIETA	CA	92562	(714) 366-5213
90 115-797	Luz Maria Alvarez	1905 Alhambra St	NORCO	CA	92860	(562) 254-8327
91 115-811	G & J Cleaning Services	11450 Potter St	NORWALK	CA	90650	(562) 743-1757
92 115-823	Jose Fuentes dba Serrano Cleaning Services	12043 Excelsior Dr	NORWALK	CA	90650	(415) 324-0142
93 115-794	Octavio Fuentes	11917 Kenny St	NORWALK	CA	90650	(562) 326-6086
94 115-857	TL Commercial Cleaning, LLC	14729 Funston Ave	NORWALK	CA	90650	(714) 299-6760
95 115-834	A & R Clean Green, LLC	14911 Orizaba Ave	PARAMOUNT	CA	90723	(562) 714-7201
96 115-F765	John Mumphery	1500 Cherry St	PLACENTIA	CA	92870	(714) 858-1205
97 115-354	H & A Janitorial Services Inc	49 Pasto Rico	Rancho Santa Margarita	CA	92688	(949) 275-6590
98 115-F244	Salatrel Garnica 2 8	13220 April Dr	Riverside	CA	92503	(714) 420-2299
99 115-F780	Kathy Bonilla	215 Avenida Monterey Apt 3	San Clemente	CA	92672	(949) 212-4189
100 115-F202	Howard Cleaning Services LLC	457 Sunnyside Blvd	SAN JACINTO	CA	92582	(949) 285-6174
101 115-854	Hercules Commercial Cleaning, LLC	31086 Calle San Diego	San Juan Capistrano	CA	92675	(949) 788-5835
102 115-430A	Juan Dominguez	31084 Via San Vicente	San Juan Capistrano	CA	92675	(949) 257-7159
103 115-F606	Raul Vazquez	32221 Alipaz #179	San Juan Capistrano	CA	92675	(949) 842-0675
104 115-814	Care Pros	702 Parkcenter Drive #15	SANTA ANA	CA	92705	(864) 320-2397
105 115-272	Cesar Lopez	2205 North Mantle Lane	SANTA ANA	CA	92705	(714) 724-9600
106 115-861	DBAO, Inc	4801 W 1st Street	SANTA ANA	CA	92703	(714) 548-1150
107 115-820	Fernando Castillo dba Ferine	1213 S Genoa Drive	SANTA ANA	CA	92704	(714) 651-2675
108 115-781	H & H Cleaning, Inc	2601 W Saint Gertrudes Place	SANTA ANA	CA	92704	(714) 874-6229
109 115-810	Javier Uribe dba Xavier Janitors	808 N Lacy St	SANTA ANA	CA	92701	(714) 881-9910
110 115-F740	Jeanette Garcia	2317 S Olive St	SANTA ANA	CA	92707	(714) 425-5188
111 115-F702	Josefina Gomez	13871 Shady Lane Apt 13	SANTA ANA	CA	92706	(714) 727-8437
112 115-F129	Mario Garcia	P O Box 1769	SANTA ANA	CA	92702	(714) 697-3488
113 115-304	Mauricio Peraza Lopez	2218 S Greenville	Santa Ana	CA	92704	(714) 925-6567
114 115-860	MG Commercial Cleaning, LLC	601 S Birch St	SANTA ANA	CA	92701	(714) 658-2789
115 115-F661	Moises Rico Galicia	2140 S Woodland Pl	Santa Ana	CA	92707	(714) 913-7898
116 115-F764	Patricia Ramirez	1303 S Standard #A	Santa Ana	CA	92707	(714) 341-0171
117 115-284	Robert Abrams	3760 W McFadden Ave #B165	SANTA ANA	CA	92704	(714) 661-6311

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
118 115-853	Presidential Cleaning, LLC	2736 Indiana Ave	SOUTH GATE	CA	90280	(323) 627-7111
119 115-F231	Daniel Valencia	PO Box 1117	STANTON	CA	90680	(714) 826-8216
120 115-F199TT	Francisco Ramirez	13642 Green Valley Dr #A	TUSTIN	CA	92780	(714) 721-0771
121 115-784	New Life Investment Corporation	202 Fashion Lane Suite 212	TUSTIN	CA	92780	(626) 429-0849
122 115-F227	Jean Linh Nguyen	2600 S Azusa Ave #236	WEST COVINA	CA	91792	(626) 393-9139
123 115-F761	Elvira Sanchez Avila	P O Box 1874	WESTMINSTER	CA	92684	(714) 898-9620
124 115-805	Willie J Blevins Jr dba NIMM	7696 Encinas Circle	WESTMINSTER	CA	92683	(714) 315-4675
125 115-838	A & G Services, LLC	10852 Carmenita Rd	WHITTIER	CA	90605	(562) 556-8332
126 115-809	Corona Cleaning Services	13288 Meyer Rd	WHITTIER	CA	90605	(562) 944-1287
127 115-F711	Edgar Alcides Flores	14241 Broadway St	WHITTIER	CA	90604	(213) 200-9419
128 115-292	Alfredo Medina	1538 N Bannig Blvd	Wilmington	CA	90744	(310) 436-5337
129 115-799	Florencia Medina	1018 Frigate Ave	WILMINGTON	CA	90744	(310) 952-0477
130 115-F774	Juan Manuel Maciel	717 Lagoon Ave	Wilmington	CA	90744	(323) 532-1097
131 115-783	Maria E Montoya	921 Hawaiian Ave	WILMINGTON	CA	90744	(424) 224-8676
132 115-F735	Mirtha E Mantilla	6536 Shady Gate Lane	YORBA LINDA	CA	92886	(714) 932-2495

CALIFORNIA - SAN BERNARDINO SUPPORT CENTER

1 126-1408	Lawrence Janitorial LLC	11066 Star Street	ADELANTO	CA	92301	(760) 985-4119
2 126-1132T	Maria Godinez	14653 Gray St	Adelanto	CA	92301	(760) 246-8252
3 126-1323	Josue Nahum Caranza Sierra	12440 Central Rd	APPLE VALLEY	CA	92308	(760) 553-5449
4 126-1345	Maria Haydee Rivera	18319 Norwalk Boulevard	ARTESIA	CA	90701	(562) 219-9009
5 126-F1272	Francisca Reynaga De Naranjo	4539 Maine Avenue	Baldwin Park	CA	91706	(626) 392-5896
6 126-1353	Robert D Lopez Jr dba RL Cleaning Services	11015 Picard Place	BEAUMONT	CA	92223	(909) 800-7435
7 126-F1238	Zenon Juan Lopez	32775 Monte Vista Rd	CATHEDRAL CITY	CA	92234	(760) 905-6851
8 126-F1211	Enma R Maldonado	1854 Sugar Pine Lane	COLTON	CA	92324	(909) 709-7872
9 126-1392	Los Angulo's, Inc	680 S 5th Street	COLTON	CA	92324	(951) 312-5696
10 126-1363	Victor Estevan Martinez dba Martinez Janitorial	2851 South La Cadena Dr #124	COLTON	CA	92324	(951) 823-7980
11 126-1348	Bernardo Pavia	13016 Miew Circle	CORONA	CA	92883	(951) 818-1379
12 126-1371	Carlos E Castillo dba Castillo's Cleaning	598 Brittany Drive	CORONA	CA	92879	(562) 716-1715
13 126-1414	Cracks and Corners Cleaning Service	420 N McKinley Street #111-391	CORONA	CA	92879	(951) 531-4025
14 126-1359	Cristian D Bazan dba United Cleaning Services	12672 Limonite Ave #3-E194	CORONA	CA	92880	(909) 578-6292
15 126-F1185	Demetrio Guerra	501 Penrose Dr Unit #C	CORONA	CA	92880	(951) 254-1361
16 126-F1161	Jorge A Rosas Aguilar	19530 East Ontario Ave #D	CORONA	CA	92881	(951) 531-4460
17 126-F1166	Latrice Jones-Garland	8930 Sugarcane Court	CORONA	CA	92883	(951) 258-7871
18 126-1298	Maria Del Carmen Prieto	13247 Hitching Rail Circle	CORONA	CA	92883	(562) 405-6312
19 126-1063T	Narindo Inc	888 Villa Montes Circle	CORONA	CA	92879	(909) 633-2238
20 126-1316	Diana Jomaira Navas	66777 TERRACE WAY	Desert Hot Springs	CA	92240	(760) 673-2499

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
21 126-1406	Flores Cleaning LLC	65868 7th Street	Desert Hot Springs	CA	92240	(760) 851-6562
22 126-F1289	Jose A Trejo	11043 Ambrosio Drive	Desert Hot Springs	CA	92240	(760) 548-8098
23 126-T1251	Petra Rodriguez	66031 Granada Avenue	Desert Hot Springs	CA	92240	(760) 234-6214
24 126-F1286	John Wallace Thrower	959 S Whitecliff Drive	DIAMOND BAR	CA	91765	(909) 618-6316
25 126-F1221	Angel Mendoza Gonzalez	9248 Olive St Apt G	FONTANA	CA	92335	(909) 200-0185
26 126-1324	Antonio Alvarez Marquez	13953 El Camino Pl	FONTANA	CA	92337	(562) 686-6405
27 126-1390	Do Work Cleaning Service, LLC	14917 Preston Drive	FONTANA	CA	92336	(661) 609-0481
28 126-F1216	Guadalupe Huerta	16655 Raymond Avenue	FONTANA	CA	92336	(909) 743-3897
29 126-1138A	Juan Ruiz dba Ruiz Maintenance Service	PO Box 310424	FONTANA	CA	92331	(909) 728-2727
30 126-1177A	Leroy Williams	14575 Glenoak	Fontana	CA	92337	(909) 241-5428
31 126-1376	Neri's Commercial Cleaning	16015 Barbee Avenue	FONTANA	CA	92336	(909) 232-5401
32 126-F1267	Ofelia D Certo	15628 Southwind Avenue	FONTANA	CA	92336	(951) 313-0939
33 126-1050T	Ricardo Ramirez	15138 Upland Ave	FONTANA	CA	92335	(909) 904-1893
34 126-F1276	Guillermina Orta Esquivel	43705 Elliot Ct	HEMET	CA	92544	(951) 663-2870
35 126-1415	Trust The Clean Inc	41858 Acacia Avenue	HEMET	CA	92544	(951) 595-5949
36 126-1386	Diamond Shine Cleaning Services LLC	18867 Madrone Sreet	HESPERIA	CA	92345	(323) 855-9693
37 126-1367	Maria E Vargas De Mata dba Mata's Cleaning System	16910 Palm Street	HESPERIA	CA	92345	(760) 684-9490
38 126-1418	Recinos Poderosa LLC	11728 Pepper Avenue	HESPERIA	CA	92345	(310) 866-6883
39 126-F1186	Brett Johnson	7418 Marshall Ct	HIGHLAND	CA	92346	(909) 647-5454
40 126-F1159	Jorge Madrid	82-548 Tuscany Ln	INDIO	CA	92203	(760) 275-3407
41 126-1411	Smiley Face Cleaning LLC	29208 Starboard Court	LAKE ELSINORE	CA	92530	(951) 245-5552
42 126-F1224	Rosaelia Torres	10460 Sandstone Ct	MENTONE	CA	92359	(909) 557-8706
43 126-1410	A & R Cleaning Services LLC	25661 Buena Fortuna Lane	MORENO VALLEY	CA	92551	(951) 536-0668
44 126-1401	AAMA Janitorial LLC	22191 Naples Drive	MORENO VALLEY	CA	92557	(951) 719-9152
45 126-1397	Adam Jackson LLC	P O Box 35	MORENO VALLEY	CA	92556	(951) 313-5632
46 126-F1279	Adel Baker	P O Box 10067	MORENO VALLEY	CA	92552	(951) 472-6626
47 126-F1162	Aureliano Jacobo	14909 Meridian Place	MORENO VALLEY	CA	92555	(951) 231-5914
48 126-F1174	Benito Quintanilla	24761 Fay Ave	MORENO VALLEY	CA	92551	(951) 269-7411
49 126-1417	Bright's Janitorial Service LLC	13510 Kelton Court	MORENO VALLEY	CA	92555	(951) 902-9110
50 126-1151A	Eufrocina Pena Prieto	25105 Middlebrook Way	Moreno Valley	CA	92551	(951) 337-1324
51 126-1409	GMM Family Cleaning LLC	13176 Day Street Apt #H103	MORENO VALLEY	CA	92553	(951) 807-4149
52 126-F1248	Jenny Martinez	27261 Willow Leaf Road	MORENO VALLEY	CA	92555	(951) 378-3071
53 126-1379	Kimberly Human dba Human Touch Cleaning	23781 Timber Bluff Ct	MORENO VALLEY	CA	92557	(909) 210-1928
54 126-F1259	Margarita Cruz Tapia	12198 Graham St	MORENO VALLEY	CA	92557	(951) 201-7959
55 126-1399	Montiel's Cleaning Service, LLC	17803 Camino Del Rey	MORENO VALLEY	CA	92551	(951) 489-8873
56 126-1361	Mrs Clean Commercial Cleaning	12240 Kitching Street	MORENO VALLEY	CA	92557	(951) 229-4000
57 126-1419	Premier Office Care LLC	11229 Sunglow Drive	MORENO VALLEY	CA	92557	(213) 840-9578

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
58 126-1373	Rafael Rios dba Bayardo Cleaning Service	12857 Frederick St #304	MORENO VALLEY	CA	92553	(951) 901-0267
59 126-1346	Regina L Jones dba Silas's Cleaning Services	14583 Aruba Pl	MORENO VALLEY	CA	92553	(951) 655-0279
60 126-1300	Rosa Maria Perez De Escobar	17675 Camino Sonrisa	MORENO VALLEY	CA	92551	(951) 486-9216
61 126-T1239	Sergio Gonzalez	13398 Silver Lane	MORENO VALLEY	CA	92553	(951) 565-0012
62 126-1394	Vak Services LLC	21437 Greyson Road	MORENO VALLEY	CA	92557	(951) 567-9812
63 126-1369	Wash House Ventures, Inc	PO Box 10016	MORENO VALLEY	CA	92552	(951) 867-0916
64 126-1382	Will I Am Cleaning Services LLC	15434 Canyonstone Drive	MORENO VALLEY	CA	92551	(951) 796-8591
65 126-1412	Zeni Affairs LLC	15369 Los Estados Street	MORENO VALLEY	CA	92551	(951) 880-3189
66 126-1358	Deana Latrice Randle dba Top2Bottom Commercial Cleaning Service	27630 Graystone Lane	MURRIETA	CA	92563	(951) 239-6071
67 126-1357	Ana D D De Gonzalez dba Clean N Sparkly Janitorial	1855 E Riverside Dr	ONTARIO	CA	91761	(909) 706-0432
68 126-1398	Clean & Squeaky Inc	1855 E Riverside Drive #351	ONTARIO	CA	91761	(909) 732-5607
69 126-1309	Dion Kris Baker	1123 N Mountaine Ave	ONTARIO	CA	91762	(909) 510-1025
70 126-1332	Frank Jess Sandoval	1456 E Philadelphia St	ONTARIO	CA	91764	(909) 994-0118
71 126-1312	Jose Luis Garcia	1317 W Vesta Street	ONTARIO	CA	91762	(909) 973-7979
72 126-1147A	Rosa Elena Palacios	945 East Harvard Place	ONTARIO	CA	91764	(909) 243-0606
73 126-1383	Samonet Professional Health Cleaning LLC	2321 Magnolia Avenue #3F	ONTARIO	CA	91762	(909) 728-8390
74 126-1158A	Sonya Ramirez	836 Harvard Pl	ONTARIO	CA	91764	(909) 544-1374
75 126-F1160	Daniel Baumgartner	2119 S Birdie Way	PALM SPRINGS	CA	92264	(909) 636-6062
76 126-1391	Maria's U Limited Cleaning Services of CA	39002 11th Street West	PALMDALE	CA	93551	(951) 347-9267
77 126-F1225	Andrew Provence	735 S El Molino Ave	PASADENA	CA	91106	(626) 399-1684
78 126-F1172	Naree Yang	3590 Breeze Court	PERRIS	CA	92571	(909) 952-6710
79 126-1393	V & R Cleaning LLC	P O Box 338	PERRIS	CA	92572	(951) 235-0504
80 126-1385	Villanueva's Janitorial Service, LLC	110 Gilmore Road	PERRIS	CA	92570	(951) 570-7524
81 126-1396	Wright Way Custodial Services LLC	3506 Ranch Street	PERRIS	CA	92571	(951) 400-7649
82 126-F1245	Eva's Cleaning LLC	2049 Titus Avenue	POMONA	CA	91766	(909) 263-2921
83 126-1172A	Michael Cagle	P O Box 219	Rancho Cucamonga	CA	91739	(951) 347-3272
84 126-1370	Terry Smith dba Cleansmart	10850 Church St Apt N106	Rancho Cucamonga	CA	91730	(323) 329-5717
85 126-1387	R & M Cleaning Services, LLC	37190 Palmdale Road	RANCHO MIRAGE	CA	92270	(760) 902-0823
86 126-1407	Redlands Office Cleaning Solutions LLC	922 E Lugonia Avenue	REDLANDS	CA	92374	(626) 437-5845
87 126-F1288	Cedric C Mendoza	277 Bloomington Ave, Unit 233	RIALTO	CA	92376	(909) 648-3667
88 126-1305	Javoori Bin Kasmi Jan	1680 W Via Bello Drive	RIALTO	CA	92377	(909) 265-3411
89 126-1388	Zecena's Professional Cleaning Service LLC	765 S Willow Avenue	RIALTO	CA	92376	(909) 965-7787
90 126-F1252	Angela Alcantar	3730 McKenzie Street	Riverside	CA	92503	(951) 295-6609
91 126-1377	Arroyo's Janitorial Service	9478 JoJo Way	RIVERSIDE	CA	92503	(909) 693-0654
92 126-1380	Claudia Cleaning Service	3465 Poplar Street	RIVERSIDE	CA	92501	(951) 318-3034

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
93 126-1156A	Eva Mendez	3453 GWinnett Drive	RIVERSIDE	CA	92503	(951) 224-0981
94 126-1319	Francisco Arizmendi	3613 Nye Ave Unit #6	RIVERSIDE	CA	92505	(714) 235-0988
95 126-F1217	Gilberto Pena	2675 Lime Street	RIVERSIDE	CA	92501	(951) 710-0078
96 126-F1278	Jose Araujo	6311 Corey Street	Riverside	CA	92509	(951) 333-5354
97 126-F1191	Denice L. Grimes	3895 Del Rosa Avenue	San Bernardino	CA	92404	(909) 567-3825
98 126-1307	Environment Sanitation Technology, LLC	2970 Vermont Street	SAN BERNARDINO	CA	92407	(909) 648-1686
99 126-F1243	Ivan Sanchez	2806 Acacia Avenue	San Bernardino	CA	92405	(909) 881-5365
100 126-F1229	Jacqueline Hernandez	1017 W 10th Street	SAN BERNARDINO	CA	92411	(909) 246-3126
101 126-1402	LosPenueles Cleaning Services LLC	749 North G Street	SAN BERNARDINO	CA	92410	(909) 246-8325
102 126-1321	Lourdes Suzette Lemus	2135 Hanford St	SAN BERNARDINO	CA	92411	(909) 440-0128
103 126-1335	Maria C Orozco Martinez	1584 Ellsworth Way	SAN BERNARDINO	CA	92411	(909) 771-3367
104 126-F1226	Olvie Tirayoh	1387 W 9th Street	SAN BERNARDINO	CA	92411	(951) 335-2272
105 126-1389	Yunni Cleaning Services LLC	494 S Macy St #51	SAN BERNARDINO	CA	92410	(951) 830-7454
106 126-1395	A - Z Cleaning LLC	175 Lipizzan Drive	SAN JACINTO	CA	92582	(818) 312-4511
107 126-F1227	Isabel Leon	28768 Vela Drive	SUN CITY	CA	92586	(951) 973-4315
108 126-1416	Roland Mejia	27950 Merbie Circle	SUN CITY	CA	92585	(858) 442-3867
109 126-1413	AACS LLC	41770 Margarita Road #1060	TEMECULA	CA	92591	(951) 551-2556
110 126-1405	All Covered Cleaning & Janitorial Services LLC	16338 Llanada Avenue	VICTORVILLE	CA	92394	(213) 321-0443
111 126-F1258	Maira Becerril	16852 Desert Lily Street	VICTORVILLE	CA	92394	(909) 841-4011
112 126-1331	Maricela Avila Maldonado	14668 Polo Road	VICTORVILLE	CA	92394	(714) 313-9772
113 126-1372	Omar Escobedo dba Esco Cleaning Service	17657 Caprice Way	VICTORVILLE	CA	92395	(909) 553-5452
114 126-F1269	R & J Cleaning	15200 San Jose Dr	VICTORVILLE	CA	92394	(760) 486-9351
115 126-1164A	Tanny Margarita Mejia	13664 Agate Circle	VICTORVILLE	CA	92392	(760) 951-9761
116 126-1420	Trutts LLC	12510 Marchmont Court	VICTORVILLE	CA	92392	(760) 217-9723
117 126-F1142	Untung Kurniadi	13122 Fullerton Drive	VICTORVILLE	CA	92392	(909) 890-8530
118 126-T1281	Claudia Rodriguez	2730 E Maria Court	WEST COVINA	CA	91792	(626) 723-6233
119 126-1404	Romero's Business Maintenance LLC	33819 Bonnie Lane	WILDOMAR	CA	92595	(951) 491-3827
CALIFORNIA - SAN FRANCISCO SUPPORT CENTER ¹						
1 735-1209	Mario Avalos	2312 B Manzanita Way	Antioch	CA	94509	(415) 596-0857
2 735-1078T	Santos B Ramirez	P O BOX 4202	BURLINGAME	CA	94011	(415) 341-4337
3 735-F9045	Enna Oneyda Villela	3942 Willow Pond Ct	Ceres	CA	95307	(510) 314-6403
4 735-F9059	Totally Green Building Maintenance	526 West Keats Ave	CLOVIS	CA	93612	(408) 607-1174
5 150-11317	Gate Janitorial Service LLC	10700 Morengo Drive	CUPERTINO	CA	95014	(408) 569-1774
6 150-11315	Golden City Commercial Cleaning Enterprises LLC	4 Camelot Court Apt A	DALY CITY	CA	94015	(415) 336-0749
7 735-1155T	Abner Ramirez	5070 Haven Place, Apt 102	DUBLIN	CA	94568	(415) 716-4758
8 150-11293	GIGI Commercial Cleaning LLC	1928 Cooley Ave #55	EAST PALO ALTO	CA	94303	(650) 720-0272
9 735-F9062	Media Luna Janitorial Service, LLC	P O Box 2290	EL GRANADA	CA	94018	(650) 291-8765

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
10 735-1128T	Jeffrey J Mickelson	P O Box 538	Fremont	CA	94537	(510) 676-5667
11 150-11283	Cantu&Cantu, LLC	1334 Valley Street	HAYWARD	CA	94541	(209) 968-0730
12 735-F9023	Dora Reyes	28200 Armour Street	Hayward	CA	94545	(510) 825-5248
13 735-1240	Guillermo Betanco	21689 Meekland Ave	HAYWARD	CA	94541	(510) 491-4445
14 735-1243	Israel Martinez-Hernandez	26351 Gading Rd	Hayward	CA	94544	(510) 395-6909
15 735-F9020	Jose S Vasquez	28200 Amour St	Hayward	CA	94545	(510) 600-8967
16 150-11295	NRAAA Janitorial Services LLC	26343 Regal Ave	HAYWARD	CA	94544	(510) 209-1979
17 150-11287	Andrade Janitorial Services LLC	2000 36th Avenue Apt 104	OAKLAND	CA	94601	(510) 692-2675
18 735-1105	Daryl Flood	2785 Butters Dr	Oakland	CA	94602	(510) 706-2597
19 735-F9030	Emma J Blanco	1540 29th Ave	Oakland	CA	94601	(510) 590-6704
20 150-11297	HD Cleaning Services LLC	1152 Elmhurst Ave	OAKLAND	CA	94603	(510) 355-2343
21 150-11314	Kamilas Cleaning Services LLC	1304 54th Ave	OAKLAND	CA	94601	(510) 563-9689
22 735-1244	Mirulia Calderon	2002 96th Ave	Oakland	CA	94603	(510) 479-2591
23 735-F9041	Zoraida Margarita Cuba	330 Orange Blossom Lane	PATTERSON	CA	95363	(209) 566-2634
24 150-11308	All About U Services LLC	2120 Railroad Ave #103137	PITTSBURG	CA	94565	(925) 329-0692
25 150-11313	Kaytee Commercial Cleaning LLC	5801 Sterling Greens Cir,	PLEASANTON	CA	94566	(925) 519-3746
26 150-11306	M and A Environmental Services LLC	323 Heller St #6	REDWOOD CITY	CA	94063	(650) 862-9542
27 735-11274	Maria Esther Hernandez dba Maria Castro Janitorial	522 Scott Ave	REDWOOD CITY	CA	94063	(650) 454-5833
28 735-1241	Gregorio Escudero	617 36th St	Richmond	CA	94805	(510) 253-8097
29 735-9006	Rosa B Ore	2342 Gaynor Ave	RICHMOND	CA	94804	(510) 375-2982
30 150-11318	Rosas Commercial Cleaning LLC	211 17th Street	RICHMOND	CA	94801	(510) 325-5473
31 735-F9061	Cesar Treminio	253 Santa Lucia Ave	San Bruno	CA	94066	(650) 201-9162
32 150-11312	Handy-Dandy Commercial Cleaning LLC	1098 Hollister Ave	SAN FRANCISCO	CA	94124	(415) 539-9830
33 735-F9082	Linda Hollingsworth	17 Dedman Court	SAN FRANCISCO	CA	94124	(415) 516-3703
34 735-1103T2	Rosa Camacho	2150 Sloat Blvd	San Francisco	CA	94116	(415) 424-7177
35 150-11285	Angel Care Cleaning Services LLC	2950 Rossmore Lane	SAN JOSE	CA	95148	(408) 674-5547
36 150-11303	AriaSofi Services LLC	4521 Renaissance Dr #227	SAN JOSE	CA	95134	(408) 767-0300
37 150-11301	Bello Cleaning LLC	2155 Lanai Ave Apt 164	SAN JOSE	CA	95122	(408) 823-7343
38 735-F9040	Dawit Moges Admassu	1335 Lexington Drive #2	SAN JOSE	CA	95117	(408) 401-4858
39 735-1216	Dominador Fernandez	2702 Plaza Banderas	SAN JOSE	CA	95132	(408) 204-6194
40 735-1120	Felix Pacheco	1648 Waverly Avenue	San Jose	CA	95122	(408) 613-8626
41 150-11320	Green Line Services LLC	P O Box 731112	SAN JOSE	CA	95173	(408) 660-7096
42 150-11319	Herreras Cleaning LLC	1478 Bahama Way	SAN JOSE	CA	95122	(408) 650-9781
43 735-1142	Ismael Pardo	1162 Tallahassee Drive	SAN JOSE	CA	95122	(408) 250-4797
44 150-11299	J and N Cleaning Services LLC	1060 Willow Street Suite 3 #117	SAN JOSE	CA	95125	(408) 497-2543
45 150-11305	Josephs Cleaning Service LLC	5283 Running Bear Dr	SAN JOSE	CA	95136	(408) 469-1646
46 735-F9016	Juventino Rojas	2529 Madden Avenue Apt 3	San Jose	CA	95116	(408) 515-6285
47 150-11300	JV Cleaning Services LLC	171 Danze Dr	SAN JOSE	CA	95111	(408) 609-1983

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

OPERATING FRANCHSIE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
48	150-11302	LMB Janitorial Services LLC	1007 Leigh Ave Apt 1	SAN JOSE	CA 95128	(408) 439-6918
49	735-11273	Michael Devera	1409 Cabrillo Ave	SAN JOSE	CA 95132	(650) 271-6447
50	150-11307	ReyCis Cleaning Services LLC	1820 Welch Ave #4	SAN JOSE	CA 95112	(408) 807-3789
51	735-F9056	Rosaura Melgarejo	648 Berryessa Road	San Jose	CA 95112	(408) 569-0026
52	735-F9012	Victor Sanchez	1230 San Tomas Aquino Road, Atp 222	SAN JOSE	CA 95117	(650) 333-0009
53	150-11276	Edison Padilla dba Edison Padilla	1610 Mono Ave Apt # 8	SAN LEANDRO	CA 94578	(510) 384-5050
54	150-11311	ARA Business Services LLC	15774 Paseo Largavista	SAN LORENZO	CA 94580	(650) 445-1449
55	150-11282	Ernesto Calvillo dba Ernesto Janitorial Services	24 E Santa Inez Avenue, Unit 112	SAN MATEO	CA 94401	(650) 787-8189
56	150-11288	Prasads Janitorial Services LLC	2768 10th Street	SAN PABLO	CA 94806	(510) 322-1667
57	150-11294	Clean Sweep Commercial, LLC	P O Box 6322	SANTA CLARA	CA 95056	(408) 417-0407
58	735-9007	Victor Llano Saker	3464 Monroe Ave Apt #1	SANTA CLARA	CA 95051	(650) 518-4200
59	735-F9048	Thelicianne Erole	1647 Vandenberg Circle	SUISUN CITY	CA 94585	(707) 384-2780
60	150-11310	Marys Environmental Services LLC	826 Alturas Ave Apt A8	SUNNYVALE	CA 94085	(650) 669-2515
61	150-11280	Masha Alarcon dba Alarcon Cleaning	625 W Homestead Rd	SUNNYVALE	CA 94087	(408) 621-6993
62	150-11316	Nova Commercial Cleaning LLC	559 Balsam Ave	SUNNYVALE	CA 94085	(669) 238-8213
63	150-11304	R and J Cleaning Services LLC	902 W Remington Dr Apt 8B	SUNNYVALE	CA 94087	(650) 384-1759
64	735-T9050	Raymundo Ramirez	476 Firloch Ave #4	SUNNYVALE	CA 94086	(650) 346-8664
65	735-F9024	Antonio Manzo	34765 Skylark Dr # 2	Union City	CA 94587	(510) 395-7617
66	150-11286	Ecorange LLC	3140 San Gabriel Way	UNION CITY	CA 94587	(510) 714-9329
67	735-F9083	Fritzen C Rivera d/b/a JFDA Cleaning Services	139 Skyline Ct	Vallejo	CA 94591	(707) 980-8666
68	735-F9066	Belem Rodriguez	75 Stillbreeze Lane Apt # B	Watsonville	CA 95076	(831) 539-3270
CALIFORNIA - LOS ANGELES SUPPORT CENTER ¹						
1	733-7047	Juan Ortiz	12768 Tesuque Rd	Apple Valley	CA 92308	(323) 229-8828
2	733-7091	Anna Demiranda	9113 Patrick Ave	ARLETA	CA 91331	(818) 259-4102
3	152-18156	Letisia Cleaning Services, Inc	13807 Montague Street	ARLETA	CA 91331	(818) 326-1482
4	733-18058	EP Cleaning Service Inc	5414 N Leaf Ave	Azusa	CA 91702	(626) 513-3330
5	733-18012	Anna Vera- Duran	1345 1/2 Maine Ave	Baldwin Park	CA 91706	(626) 234-7592
6	733-F250	Eugene Moss	4549 Maine Ave	BALDWIN PARK	CA 91706	(626) 542-5522
7	152-18102	Francisca Reynaga De Naranjo dba Domingo's Cleaning Service	4539 Maine Avenue	BALDWIN PARK	CA 91706	(626) 257-8995
8	152-18159	Kaxport Cleaning Service Inc	3413 Cosbey Avenue	BALDWIN PARK	CA 91706	(626) 494-3383
9	733-T18074	Reyes Villar Andrade	4747 Cutler Ave	BALDWIN PARK	CA 91706	(626) 452-0539
10	733-7081	Robert Yopez Jr	4415 Bogart Ave	BALDWIN PARK	CA 91706	(626) 484-8505
11	152-18176	On-Time Cleaning Services LLC	4022 Randolph St Unit B	BELL	CA 90201	(323) 500-7225
12	733-18020	Frank Reteguín	5928 Lanto Street	Bell Gardens	CA 90201	(323) 806-7279
13	152-18119	United Maintenance Services LLC	7950 Lynda Lane	BELL GARDENS	CA 90201	(323) 629-2990

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

OPERATING FRANCHSIE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
14 152-18129	Elizabeth Medina LLC	10551 Danbury Avenue	BLOOMINGTON	CA	92316	(909) 648-0484
15 733-18025	Dolores Vidal	7439 Eton Ave	CANOGA PARK	CA	91303	(818) 573-0507
16 733-18084	Irma Calderon dba Irma Cleaning Services	8561 De Soto Ave #280	CANOGA PARK	CA	91304	(818) 922-4662
17 733-399A	Mauricio DeLeon	8305 Varrel Ave , #16	CANOGA PARK	CA	91304	(818) 257-8326
18 152-18134	Prestige Commercial Cleaning Services LLC	28367 Sand Canyon Rd #50	CANYON COUNTRY	CA	91387	(661) 670-1104
19 152-18153	Moore's Cleaning Services LLC	16222 S Visalia Avenue	CARSON	CA	90746	(760) 458-3856
20 733-18086	Donald Tresvant	814 S Sloan Ave	Compton	CA	90221	(310) 701-3061
21 152-18155	M & R Cleaning Inc	2226 N Anzac Avenue	COMPTON	CA	90222	(310) 818-6384
22 733-18047	Rony S Mendez	2451 E 130th Street	Compton	CA	90222	(213) 590-0781
23 733-319	Balbina Hernandez	4045 Conlon Ave	Covina	CA	91722	-
24 733-7007	Jose I Morales	16826 E Benwood Street	Covina	CA	91722	(626) 353-7028
25 733-7059	Maria Christina Escobar	4015 N Foxdale Ave	Covina	CA	91722	(626) 960-3360
26 733-18006	Veni Inc	648 E Swanee Lane	Covina	CA	91722	(626) 712-6183
27 152-18108	Hugo Rivero dba R H Cleaning	9602 Paramount Blvd	DOWNEY	CA	90240	(562) 991-2092
28 733-F18009	Marlene Hernandez	7925 Stewart & Grey Road	DOWNEY	CA	90241	(323) 979-6031
29 733-18062	Irene K Chiu	14475 Viva Dr	Eastvale	CA	92880	(909) 802-3765
30 152-18172	Purified Hygienic Cleaning Services Inc	11690 Ramona Blvd Apt 2	EL MONTE	CA	91732	(626) 232-6762
31 733-7064	Jorge Romero	16590 Sevilla Ave	FONTANA	CA	92335	(626) 419-6732
32 733-F18008	Manuel Franco	420 W Maple St	Glendale	CA	91204	(818) 209-3436
33 152-18116	V & M Commercial Cleaning LLC	1754 Burton Rd	GLENDDORA	CA	91740	(626) 922-1287
34 733-F583	Curtis Williams	16955 Blackhawk Street	GRANADA HILLS	CA	91344	(818) 201-6965
35 733-7046	Clemer Ramon Ayros	11617 Eucalyptus Ave	Hawthorne	CA	90250	(310) 502-2478
36 152-18147	Taza Clean Inc	4046 W 132nd Street Apt 231	HAWTHORNE	CA	90250	(310) 343-9510
37 733-F18090	Susana Lopez	6110 Riverside Ave	Huntington Park	CA	90255	(323) 771-3714
38 733-7074	Maria S Juarez	920 1/2 Ash Ave	INGLEWOOD	CA	90301	(310) 387-8737
39 152-18132	Jollie's Cleaning Service LLC	838 Orrington Avenue	LA PUENTE	CA	91744	(626) 602-6602
40 733-7054	Leonidas Serrano	11687 Remington St	Lakeview Terrace	CA	91342	(818) 621-1264
41 733-7057	Maria E Loyola	11885 Vanpor Avenue	Lakeview Terrace	CA	91342	(818) 744-3843
42 152-18149	5 Star Cleaning Services Inc	2213 Rosewood Avenue	LANCASTER	CA	93535	(661) 390-3161
43 733-T18057	Alejandro Estrada Padilla	1839 Grandville Way	LANCASTER	CA	93535	(661) 675-5066
44 733-7022	Carlos Sanchez Vasquez	43601 33rd Street East	LANCASTER	CA	93535	(805) 407-5517
45 152-18169	Judy Do It Commercial Cleaning LLC	43534 Kirkland Ave Apt 258	LANCASTER	CA	93535	(678) 600-3946
46 152-18136	Plan B & D Cleaning Team LLC	6121 W Spice Street	LANCASTER	CA	93536	(661) 943-9665
47 152-18114	Nerbethez LLC	14724 1/2 Freeman Avenue	LAWNDALE	CA	90260	(323) 327-1516
48 152-18168	Klean It Up Cleaning Services Inc	1210 E 52nd Street #3	LONG BEACH	CA	90805	(562) 726-6985
49 152-18170	4 Js Cleaners LLC	4717 Lily Crest Avenue	LOS ANGELES	CA	90029	(323) 356-6838
50 733-F18076	Alan Alois Landaverde	5112 Meridian Street	LOS ANGELES	CA	90042	(818) 288-8997
51 733-18071	Amanda Artica	322 W 77th Street	LOS ANGELES	CA	90003	(213) 481-8275

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

OPERATING FRANCHSIE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
52 152-18099	Beatriz C Lopez dba Evercleanest Janitorial Services	263 1/2 W 41st Street	LOS ANGELES	CA	90037	(323) 559-8613
53 152-18141	Best in the West Cleaning Services LLC	1426 East 55th	LOS ANGELES	CA	90011	(310) 903-6779
54 733-7039	Calixto Morales	1455 Meadowbrook Avenue	LOS ANGELES	CA	90019	(310) 869-3034
55 733-18048	Daniel Guzman Lopez	252 E 87th St	Los Angeles	CA	90003	(562) 305-3828
56 733-18049	ECMA Maintenance, LLC	2420 1/2 Houston Street	LOS ANGELES	CA	90033	(323) 533-8090
57 733-7051	Gedyon Gebrehwot	1801 W Adams Blvd #105	LOS ANGELES	CA	90018	(323) 476-8942
58 152-18143	Gil Cleaning Services Inc	1553 E 111th Street	LOS ANGELES	CA	90059	(323) 220-3516
59 152-18138	I Cann Clean LLC	173 East 45th Street	LOS ANGELES	CA	90011	(323) 614-6904
60 152-18121	JK Commercial Cleaning LLC	339 S Ardmore Avenue Apt 228	LOS ANGELES	CA	90020	(213) 507-4298
61 733-18079	Juan DeLeon	9617 S Broadway Apt #4	LOS ANGELES	CA	90003	(323) 326-2126
62 733-18032	Juan Jose Castaneda	848 N Normandie Ave Apt # 3	LOS ANGELES	CA	90029	(323) 326-8720
63 733-7089	Karla Lopez	3870 Revere Ave	Los Angeles	CA	90039	(323) 490-6200
64 733-18063	Maria Bojorquez	4121 La Salle Ave	LOS ANGELES	CA	90062	(323) 385-2802
65 152-18106	Marilee Franquez dba Franquez Cleaning	5127 Coringa DRive	LOS ANGELES	CA	90042	(323) 947-5002
66 152-18117	MDM Commercial Cleaning LLC	1209 E 25th Street	LOS ANGELES	CA	90011	(323) 605-9662
67 733-7088	Miguel Godoy Moreno	2910 Leeward Ave #107	Los Angeles	CA	90005	(213) 480-4895
68 152-18105	Neil Richard Lopez dba Lo-Pro Services	3810 Glenalbyn Drive	LOS ANGELES	CA	90065	(323) 439-6988
69 152-18148	Number 1 Cleaning Services Inc	6514 1/2 West Blvd	LOS ANGELES	CA	90043	(213) 321-6984
70 152-18130	Personal Touch Commercial Cleaning, LLC	1818 Ripple St #103	LOS ANGELES	CA	90039	(626) 226-6309
71 152-18160	Pro Cleaning Services LLC	1658 W 107th Street	LOS ANGELES	CA	90047	(708) 372-2565
72 152-18164	RC Commercial Cleaning LLC	1648 E 50th Street	LOS ANGELES	CA	90011	(323) 406-4881
73 733-18010	Roxana Conde	2282 Cambridge Street #100	Los Angeles	CA	90006	(323) 363-1129
74 733-7035	Ruben Abundis Ramos	1223 S Townsend Ave	LOS ANGELES	CA	90023	(323) 572-3951
75 152-18146	S C South-Cal Maintenance LLC	1646 W 38th Place	LOS ANGELES	CA	90062	(213) 359-7188
76 152-18152	Sandoval Cleaning Service, Inc	137 E 110th Street	LOS ANGELES	CA	90061	(323) 395-1642
77 152-18123	Spotless Sanitation LLC	5728 Fayette Street	LOS ANGELES	CA	90042	(323) 839-9141
78 152-18122	Super Clean LLC	5847 S Wilton Place	LOS ANGELES	CA	90047	(310) 654-7423
79 152-18150	Taipan Enterprise Inc	2306 West 74th Street	LOS ANGELES	CA	90043	(702) 759-3835
80 152-18115	Top2Bottom of Los Angeles LLC	P O Box 64224	LOS ANGELES	CA	90064	(323) 707-5766
81 152-18163	Rossy's Experience Cleaning Service Inc	4244 Agnes Avenue	LYNWOOD	CA	90262	(424) 219-8810
82 733-18059	DSB Cleaning Services, Inc	243 S Montebello Blvd Apt B	Montebello	CA	90640	(323) 331-7849
83 152-18154	Total Cleaning Services, Inc	409 N Raywood Ave	MONTEBELLO	CA	90640	(562) 658-7490
84 152-18167	Barahona of LA Cleaning Inc	11749 Runnymede Street	North Hollywood	CA	91605	(818) 423-0508
85 733-F567	Gladys Elizabeth Bustamante	7806 Whisett Ave	North Hollywood	CA	91605	(818) 679-6726
86 733-7030	Reyes Tinoco	6726 Cleon Avenue	North Hollywood	CA	91606	(818) 985-6504
87 152-18124	JM Commercial Cleaning LLC	17926 Schoenborn Street # 1	NORTHRIDGE	CA	91325	(818) 983-4077
88 152-18107	Vilma Yolanda Arreola dba J-A-M Cleaning C	18758 Roscoe Blvd	NORTHRIDGE	CA	91324	(818) 675-7023

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
89 152-18097	Delmi Rosario Guzman dba Guzman Cleaning Svcs	14545 Elmcroft Avenue	NORWALK	CA	90650	(562) 822-1962
90 733-7090	Mercedes E Cisneros	13916 Holcourt Ave	Norwalk	CA	90650	(562) 822-8127
91 733-F251	Martha Ocegueda	301 E Cedars St , Apt 52	ONTARIO	CA	91761	(909) 631-8571
92 733-7062	Humberto M Lopez	12595 Mercer Street	Pacoima	CA	91331	(818) 897-5293
93 733-7055	Carolina Manjarrez	37263 Massa Ct	Palmdale	CA	93552	(818) 613-6209
94 152-18144	Cojti Cleaning Inc	38032 5th St East Apt 74	PALMDALE	CA	93550	(661) 349-2857
95 152-18112	Idania Del Cid Cleaning Services L L C	16600 High Acres Ave	PALMDALE	CA	93591	(310) 954-6808
96 733-7086	Ignacia Alcocer	2538 Ave R	PALMDALE	CA	93550	(661) 441-2397
97 152-18158	Optimum Cleaning Services LLC	37847 Santoro Way	PALMDALE	CA	93550	(661) 965-8787
98 152-18175	Rad Butler's Maintenance Company Inc	6917 Patterson Way	PALMDALE	CA	93552	(661) 533-0641
99 733-F549	Ana Letecia Madrid	9010 Tobias Ave Apt 349	PANORAMA CITY	CA	91402	(818) 675-1462
100 733-18082	Jeovanni Delgado	2000 New Port Ave	Pasadena	CA	91103	(626) 375-7251
101 733-18003	Marisol G Vacio	333 Barthe Dr	Pasadena	CA	91103	(323) 483-4117
102 733-18027	Oscar Dimas	5523 Harmony Ln	Quartz Hill	CA	93536	(323) 620-0611
103 152-18098	Rosa Laura Vera De Hernandez dba Diamond Cleaning Co	19609 Sherman Way, Apt 344	RESEDA	CA	91335	(818) 442-7158
104 152-18173	DJ Commercial Cleaning LLC	2327 Denton Avenue	ROSEMEAD	CA	91770	(626) 863-6454
105 733-18053	Dayse D Salinas	18644 Marimba St	Rowland Heights	CA	91748	(626) 363-3312
106 152-18104	Carlos F Melgar	P O Box 4008	SAN DIMAS	CA	91773	(909) 215-3026
107 152-18174	Bright Advantage LLC	27368 Santa Clarita Road	SANTA CLARITA	CA	91350	(818) 730-8886
108 733-7000	Maria Candelaria Alfaro	1517 Merced Avenue #51	South El Monte	CA	91733	(626) 453-3676
109 152-18125	Andrew Vasquez Commercial Cleaning LLC	2470 Iowa Avenue	SOUTH GATE	CA	90280	(323) 385-5608
110 733-18083	Efren Franco	3330 Tweedy Blvd	SOUTH GATE	CA	90280	(310) 722-7485
111 152-18145	Y and L Cleaning LLC	11703 Pennsylvania Avenue	SOUTH GATE	CA	90280	(562) 415-4483
112 733-18036	Lunas Janitorial	7727 Backman Ave	Sun Valley	CA	91352	(818) 331-4121
113 733-18052	Pedrina Arguera	12323 Roscoe Blvd	SUN VALLEY	CA	91352	(818) 252-4987
114 152-18165	Perfect Cleaning Services Inc	10730 New haven St Unit 2	SUN VALLEY	CA	91352	(818) 571-3303
115 152-18110	D & E Cleaners, LLC	15071 Astoria Street	SYLMAR	CA	91342	(818) 298-7496
116 152-18162	Agape Cleaning Excellence LLC	2396 Crenshaw Blvd	TORRANCE	CA	90501	(562) 726-6190
117 152-18139	Be Clean Services LLC	8154 Landong #109	VAN NUYS	CA	91406	(818) 770-4114
118 152-18113	Jaqueline's Cleaning Service LLC	14630 Wyandotte Street #212	VAN NUYS	CA	91405	(818) 770-6579
119 733-18068	Javier Rodrigo	6200 Hazeltine Ave	VAN NUYS	CA	91401	(818) 268-5175
120 152-18120	MLF Services, LLC	13603 VanOwen Street #208	VAN NUYS	CA	91405	(818) 399-3303
121 733-7021	Onesimo T Castrejon	17154 Saticoy Street	Van Nuys	CA	91406	(818) 344-5122
122 733-F513	Sonia Cabrera	14630 Saticoy St Apt 237	VAN NUYS	CA	91405	(818) 336-0592
123 152-18171	Terrell's Smart Clean LLC	15921 Haynes Street	VAN NUYS	CA	91406	(818) 401-3007
124 152-18133	Arturo's Commercial Cleaning LLC	20701 Van Owen Street #44	WINNETKA	CA	91306	(818) 466-4721

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
125 733-T18091	Juana Cherre	20426 Saticoy St , Apt 18	WINNETKA	CA	91306	(818) 205-8512
126 152-18100	Viviana A Di Nunzio dba Lionel Cleaning	6500 Lake Mead Blvd	LAS VEGAS	NV	89108	(323) 215-5716
127 733-18044	Enrique A Rodriguez	3532 Nordway Rd	Cleveland Heights	OH	44118	(626) 354-9174
CALIFORNIA - FRESNO SUPPORT CENTER ¹						
1 766-F5123	Abel Gonzalez	7119 Silver Spray Ave	Bakersfield	CA	93313	(661) 303-3258
2 766-F5157	Ana Melia Vargas	3020 DORE DR	BAKERSFIELD	CA	93304	(661) 379-9293
3 766-F5212	Azucena Sanchez	1348 South Fairfax Road	Bakersfield	CA	93307	(661) 303-7295
4 766-1155	Bertha M De Lemus	3608 Jean	BAKERSFIELD	CA	93306	(661) 203-9251
5 154-12018	Brenda E Castaneda dba Professional Cleaning Brenda	5515 Summer Cypress Drive	BAKERSFIELD	CA	93313	(661) 472-6374
6 766-F5222	Carmen Ochoa	114 Claudia Autumn Dr	Bakersfield	CA	93314	(661) 212-3448
7 154-12036	Carreon Services LLC	7709 Quest Street	BAKERSFIELD	CA	93307	(661) 390-1338
8 766-F5240	Cristina Sanchez	4514 Iron Mountain Court	Bakersfield	CA	93311	(661) 376-3333
9 154-12073	Crystal Clear Janitorial Service, LLC	4000 Wood Lane	BAKERSFIELD	CA	93309	(661) 379-1094
10 154-12024	F&R Super Cleaner	5907 Sherwood Lake Ct	BAKERSFIELD	CA	93313	(818) 590-5337
11 766-5018	Fausto Gonzalez	2207 San Marino Drive	Bakersfield	CA	93309	(661) 835-0782
12 766-T5118	Felipe Martinez	4508 Sun Devils Avenue	Bakersfield	CA	93313	(661) 834-3717
13 766-5042	Fernando Pantoja	3600 Sahara Lane	BAKERSFIELD	CA	93313	(661) 549-2842
14 766-5017	Francisco Reinoso	2600 Cardinal Ave	Bakersfield	CA	93306	(661) 346-7991
15 766-T5166	Guadalupe R Ramirez dba Guadalupe's Cleaning Services	12716 SCHOONER BEACH DR	BAKERSFIELD	CA	93311	(661) 212-7425
16 766-F5252	Guillermina Gomez	509 Bridle Ave	BAKERSFIELD	CA	93307	(818) 744-3009
17 766-T5164	Heren Arreola	6604 Squall Place	Bakersfield	CA	93313	(661) 364-6978
18 154-12014	Imelda's Cleaning Service	1905 Montgomery Avenue	BAKERSFIELD	CA	93304	(323) 350-3276
19 766-F5190	Letty Acuna	5805 PORTERFIELD AVE	BAKERSFIELD	CA	93307	(661) 302-9490
20 154-12047	Lilly's Cleaning, LLC	1907 Filson Street	BAKERSFIELD	CA	93307	(661) 203-0138
21 766-1164	Liz Beckman	1619 Adrian Street	Bakersfield	CA	93308	(661) 393-5217
22 766-5103	Luis O Gutierrez	2401 Belvedere Ave	BAKERSFIELD	CA	93304	(661) 837-2386
23 766-5084	Maria Elena Carrillo	3444 Crescent Meadow Dr	BAKERSFIELD	CA	93308	(661) 335-1897
24 766-5008	Richard Mackey	520 Beverly Dr	Bakersfield	CA	93307	(661) 376-1673
25 766-F5236	Ruby Aguilar	8700 Exodus Lane	Bakersfield	CA	93312	(661) 932-1512
26 766-F5173	Victor Licea	2416 Boyd St	BAKERSFIELD	CA	93304	(909) 641-1410
27 766-F5133	Victoria Gutierrez	1704 SAINT HELEN'S AVENUE	BAKERSFIELD	CA	93304	(661) 834-9005
28 766-F5179	Mai Xiong	3104 Gideon Way	CERES	CA	95307	(209) 485-2933
29 766-F5254	Rodriguez Cleaning Services	585 Spruce Court	CHOWCHILLA	CA	93610	(559) 307-4863
30 766-T5259	Adam Lee	3034 Roberts Ave	CLOVIS	CA	93619	(559) 473-7348
31 766-F5224	Chai Lee	290 W Santa Ana Ave	CLOVIS	CA	93612	(559) 519-1499
32 154-12067	Clean Establishment, LLC	650 W Ashcroft Ave	CLOVIS	CA	93612	(559) 930-7262
33 154-12027	Golden Key Financial Services, Inc	1390 San Gabriel Ave	CLOVIS	CA	93612	(559) 765-8161

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
34 766-F5193	Soua Lee	2344 Austin Ave	CLOVIS	CA	93611	(559) 304-0134
35 766-F12005	Tim Miracle	862 W Santa Ana Ave	Clovis	CA	93612	(559) 776-2526
36 154-12037	Totally Green Building Maintenance	526 W KEATS AVE	CLOVIS	CA	93612	(408) 607-1174
37 154-12015	Vinay Sharma dba SAFAA-Cleaning Service	2195 Golden Avenue	CLOVIS	CA	93611	(559) 940-3048
38 154-12043	Elizabeth Mendez Cleaning, LLC	2005 Lorina Ave	CORCORAN	CA	93212	(559) 991-6124
39 766-12010	Leonor Rodriguez Oregel dba Secured Cleaning Services	1191 Bainum Avenue	CORCORAN	CA	93212	(559) 707-0125
40 154-12012	Luis Lopez dba Lopez Cleaning Service	40777 Lincoln Road	CUTLER	CA	93615	(559) 681-6846
41 766-F5143	Hai See	243 Chandler St	Farmersville	CA	93223	(559) 623-6264
42 154-12013	Julieta Sosa dba Sosa's Cleaning Services	1560 Cardella Street	FIREBAUGH	CA	93622	(559) 517-1000
43 154-12052	D & D Cleaning Service, LLC	450 S Fowler	FOWLER	CA	93625	(559) 852-1064
44 154-12031	A&B Complete Cleaning, LLC	2319 S Price Ave	FRESNO	CA	93725	(559) 307-9051
45 766-T5255	A T Janitorial Service	4097 N Atlas Way	Fresno	CA	93705	(559) 288-9894
46 154-12069	Ace Ultra Clean, LLC	4515 E Balch Ave	FRESNO	CA	93702	(559) 307-5459
47 766-5100	Amy Defigh	4104 W Cortland Ave	FRESNO	CA	93722	(559) 276-1707
48 766-5078	Arthur J Stehlik Jr	1545 N Arthur Avenue	Fresno	CA	93728	(559) 433-5732
49 766-5036	Ashili Xiong	221 South BUSH Avenue	FRESNO	CA	93727	(559) 456-1893
50 766-5006	Bee Yang	2718 N Grantland Ave	FRESNO	CA	93723	(55) 934-9413
51 154-12044	BJP Commercial, Inc	3522 E ALTA AVE	FRESNO	CA	93702	(559) 970-9852
52 154-12054	BLY Cleaners, LLC	2663 S 9th Street	FRESNO	CA	93725	(559) 288-2565
53 154-12071	Buchanan's Janitorial Service, LLC	1755 E Roberts Ave #202	FRESNO	CA	93710	(559) 549-1966
54 154-12021	Central Valley Envirocare	1811 N Dearing Ave	FRESNO	CA	93703	(559) 287-1726
55 766-5101	Chao Vang	3922 N Fourth Street	Fresno	CA	93726	(559) 259-0430
56 154-12025	Chee Vang dba Chee Vang	4220 E Andrews Avenue	FRESNO	CA	93726	(559) 259-0298
57 766-F5198	Chia Thai Moua	4585 Burns Avenue	FRESNO	CA	93725	(559) 259-0753
58 154-12075	Clean Sweep Commercial, LLC	4454 E Fountain Way	FRESNO	CA	93726	(408) 309-9914
59 154-12070	Cleaned Rite, LLC	4878 E LEISURE Ave	FRESNO	CA	93727	(559) 614-4809
60 766-F5180	Custodial Enterprise, LLC	5321 West Fedora Ave	Fresno	CA	93722	(559) 375-6421
61 154-12016	Efrain De Jesus Velarde dba Velarde Maintenance	2211 W Pico Avenue	FRESNO	CA	93705	(559) 430-6608
62 154-12074	Ethan's Janitorial, LLC	4501 W Manning Ave	FRESNO	CA	93706	(559) 803-1951
63 766-F5213	Gene Moua	885 W HAWES AVE	FRESNO	CA	93706	(559) 801-3533
64 766-5094	Gnia Pao Vang	2225 N JACKSON AVE	FRESNO	CA	93703	(559) 288-6321
65 154-12022	Jamison K Conley dba Conley Janitorial	P O BOX 19081	FRESNO	CA	93790	(559) 273-8435
66 766-F5230	Javier Gutierrez	5328 E Truman Ave	FRESNO	CA	93725	(559) 475-2831
67 154-12058	JD Lopez Squeakee Clean, LLC	3635 E Laurite Ave	FRESNO	CA	93725	(661) 345-3287
68 766-5003	Jorge I Chavez	5417 E Byrd Avenue	Fresno	CA	93727	(559) 994-2760
69 766-F5253	Kay K Moua d/b/a MS Janitor Service	1352 S Sylmar Ave	Fresno	CA	93727	(559) 385-9066

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
70 154-12019	Ker Vue dba Ker's Cleaning	4599 E Edna Ave	FRESNO	CA	93725	(559) 761-9026
71 766-F5189	Kiaw Thao	P O Box 6256	Fresno	CA	93703	(559) 486-0574
72 766-T5210	Logics Janitorial Service	3854 E Indianapolis	Fresno	CA	93726	(559) 708-7832
73 766-5012	Mai Lee	6135 N Tenth Street	FRESNO	CA	93710	(559) 288-2092
74 766-5104	Ofelia Castellanos	5111 W University Avenue	Fresno	CA	93722	(559) 367-5783
75 766-F5150	Orlanda D Lopez	5754 E Booker	Fresno	CA	93727	(559) 451-6935
76 766-5098	Pao Vue	5728 E Florence	Fresno	CA	93727	(559) 455-3694
77 154-12062	Peter Xiong Janitorial Service, LLC	1850 W La Sierra Dr	FRESNO	CA	93706	(916) 256-7975
78 154-12026	Precision Cleaning Service, LLC	820 N Bengston Avenue	FRESNO	CA	93728	(559) 577-5783
79 154-12053	R & L Cleaning 2 The Max, LLC	3611 E Rialto Ave	FRESNO	CA	93726	(559) 709-1914
80 154-12072	R & T Service, LLC	2618 N College Ave #102	FRESNO	CA	93704	(559) 727-1221
81 766-T5191	Rocky Yang	6079 E Hampton Way	FRESNO	CA	93727	(559) 722-2300
82 766-5086	Thao Xiong	5040 E Carmen Avenue	FRESNO	CA	93727	(559) 394-7165
83 766-5020	Tria Y Vang	347 S HUGHES AVE	FRESNO	CA	93706	(559) 978-6290
84 154-12065	Trinity's Cleaning Express, LLC	4960 E Hoxie Ave	FRESNO	CA	93725	(559) 614-5163
85 154-12045	Vang's Best Cleaning, LLC	4675 E Princeton Ave	FRESNO	CA	93703	(559) 519-2678
86 154-12023	Vanguard Cleaning Service, LLC	5778 W MESA AVE	FRESNO	CA	93722	(559) 862-5324
87 766-1129	Victor De La O	P O Box 15334	Fresno	CA	93702	(559) 790-2839
88 154-12029	Xiong Cleaning Services, LLC	6061 E Hampton Way	FRESNO	CA	93727	(559) 369-3727
89 766-5110	Yer Xiong	2373 S WOODROW Ave	FRESNO	CA	93725	(559) 456-1035
90 766-5038	Yia Vue (Kate)	5927 E WASHINGTON, AVE	FRESNO	CA	93727	(559) 916-1939
91 766-5045	Yong Xiong (Chue)	3122 E Illinois Ave Apt # 102	FRESNO	CA	93702	(559) 266-1665
92 766-F5168	Zoua Yang	6212 E Sussex Way	FRESNO	CA	93727	(559) 708-0331
93 766-F5233	Carmen Arellano	1198 GREENFIELD AVE	HANFORD	CA	93230	(559) 380-5725
94 766-F5242	Estela Diaz	6994 N 11th Avenue	HANFORD	CA	93230	(559) 469-6632
95 154-12028	FC Cleaners, LLC	10801 Thompson Drive	HANFORD	CA	93230	(559) 309-7522
96 154-12064	Herrera's Professional Clean, LLC	11388 13th Ave	HANFORD	CA	93230	(559) 260-6644
97 154-12066	Ibarra Cleaning, LLC	422 Kimball Ln	HANFORD	CA	93230	(559) 670-4909
98 154-12060	OB Zepol, LLC	1329 Davis St	HANFORD	CA	93230	(559) 530-5411
99 766-F5232	Elvia A Ortega	14112 W "B" Street	KERMAN	CA	93630	(559) 916-7312
100 766-F5226	Leticia Huesca	790 S 18th Ave	KERMAN	CA	93630	(559) 304-6225
101 766-F5163	Lydia Pina	567 Lum Drive	Kerman	CA	93630	(559) 930-4290
102 766-F5181	Emy's Janitorial Service	P O Box 498	LATON	CA	93242	(559) 270-7052
103 766-5071	Regino Flores	550 E Hanford Armona Rd # 140	LEMOORE	CA	93245	(559) 924-2778
104 766-F5219	Youa Thao	1063 E Hickory St	Lindsay	CA	93247	(559) 289-0971
105 154-12034	Castillo Perez Family, LLC	650 Bernardi Ave	MADERA	CA	93637	(559) 871-9713
106 154-12051	K & C Cleaning Services, LLC	1508 Robinwood Way	MADERA	CA	93638	(559) 416-0185
107 154-12041	Omar Janitor, LLC	1320 Mission Street	MADERA	CA	93638	(559) 706-0547
108 154-12049	One Main Janitorial, LLC	25731 Pickford Drive	MADERA	CA	93638	(559) 481-2512

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHSIE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
109 154-12059	Shine 'N Clean LLC	2300 Riverview Dr Apt 155	MADERA	CA	93637	(559) 232-4297
110 766-F5256	T & M Janitorial Services	1416 Wessmith Way	MADERA	CA	93638	(559) 474-7319
111 766-T5250	Teresa Arreguin	1416 Robinwood Way	MADERA	CA	93638	(559) 673-2777
112 154-12020	Alma Diaz dba Alma's Quality Service	7355 S Hill Avenue	ORANGE COVE	CA	93646	(559) 480-6804
113 766-F5225	Esther Martinez	1352 N Lowery St	PORTERVILLE	CA	93257	(559) 350-0116
114 766-5090	Rosita Astorga	1595 N Lime St	Porterville	CA	93257	(559) 202-8470
115 154-12076	Tapia's Cleaning, LLC	554 W Morton Ave #18	PORTERVILLE	CA	93257	(503) 644-5473
116 766-F5220	Juan Pueblas	1410 N Hemlock	Reedley	CA	93654	(559) 305-6258
117 766-5064	Roberto Agama	918 E Santa Rosa	REEDLEY	CA	93654	(559) 579-9298
118 154-12040	TC Super Clean, LLC	14592 E Shaw Ave	SANGER	CA	93657	(559) 375-4029
119 154-12033	Herrera's Perfect Clean, LLC	1722 Skelton Street	SELMA	CA	93662	(559) 246-9549
120 154-12046	Walten's Janitorial Connection, LLC	45374 WILLOWICK ST	TEMECULA	CA	92592	(559) 475-2770
121 154-12035	A & H Cleaning, LLC	139 S D Street	TULARE	CA	93274	(559) 467-6216
122 766-5074	Irma Ballesteros	648 INVERESS ST	TULARE	CA	93274	(661) 725-7345
123 154-12068	All Purpose Cleaning, LLC	333 E Walnut Ave	VISALIA	CA	93277	(559) 369-5678
124 766-5079	Esther N Bonoan	2846 W Porter Court	Visalia	CA	93291	(559) 280-3161
125 766-F5127	Kaew See	840 W Vine Ave	VISALIA	CA	93291	(559) 627-6829
126 766-5077	Kher Vang	130 E Babcock Ave	Visalia	CA	93291	(559) 471-9909
127 766-5095	Kong See	1907 N RINALGI ST	VISALIA	CA	93291	(559) 786-2751
128 766-5093	Oani's Janitorial Service	410 N Amador	VISALIA	CA	93292	(559) 749-0811
129 766-1109	Pedro Vargas	1336 W Wren Drive	VISALIA	CA	93291	(559) 590-9010
130 766-F5205	Saimon Saephan	30662 COTTONTAIL ST	VISALIA	CA	93291	(559) 280-0518
131 766-12007	Sarn Silpachai dba Cleaner Structure	3241 W Payson Ave	VISALIA	CA	93291	(559) 802-2640
132 766-F5183	Theresa Puga	4717 W SCHOOL AVE	VISALIA	CA	93291	(559) 697-9438
133 766-5057	Xiong Moua	1810 W Connelly Ave	Visalia	CA	93291	(559) 553-5936
134 766-F5117	Yer Thao Moua	7420 ELDER AVE	VISALIA	CA	93291	(559) 334-8915
135 766-T5249	Youa T Chang	235 N CITRUS St	VISALIA	CA	93292	(408) 726-1644
136 154-12042	Cal Clean, LLC	1745 Juniper Lane	WASCO	CA	93280	(661) 477-7449
137 766-5105	Yolanda Magallon	1745 Juniper Lane	WASCO	CA	93280	(661) 565-0976

CALIFORNIA - VENTURA SUPPORT CENTER ¹

1 155-3192	Squeaky Clean Janitorial, LLC	9330 Maduro Lane Apt E	ATASCADERO	CA	93422	(805) 598-5580
2 722-1157	Victor Valdivia	PO Box 3099	ATASCADERO	CA	93423	(805) 462-7259
3 722-F3160	George Rocha	385 Brister Park Court	CAMARILLO	CA	93012	(805) 443-0500
4 722-F3170	Juan Martinez	1458 Sterling Ave	Carpinteria	CA	93013	(805) 982-0592
5 722-1117	Ramon Granados	1300 Dahlia Ct #22	Carpinteria	CA	93013	(805) 722-5508
6 722-2025	Maria R Perez	844 River Street	FILLMORE	CA	93015	(805) 551-0861
7 722-1076	Martin Pereda	7577 Hempstead Avenue	GOLETA	CA	93117	(805) 680-8273
8 722-T3136	Thomas Ouimet	17355 Chatsworth Street #6	Granada Hills	CA	91344	(805) 501-2722

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
9 155-3187	Mrs Paulina Santana dba Huchin Cleaner Service	P O Box 1355	GROVER BEACH	CA	93433	(805) 602-7694
10 722-3091	Raul Echeverria	P O Box 704	Grover Beach	CA	93483	(805) 710-0038
11 155-3191	Green Cleaning Services LLC	P O Box 2923	LOMPOC	CA	93438	(805) 588-5783
12 155-3201	Richard Yang Cleaning Services LLC	636 N Sixth Street	LOMPOC	CA	93436	(805) 757-6897
13 722-1063	Stanley M Long	P O Box 1643	Lompoc	CA	93438	(805) 757-2635
14 722-3068	Cesar Lopez Ramos	1910 11th Street Apt B	LOS OSOS	CA	93402	(805) 806-0946
15 722-F3115	Ruben Garcia Uribe	611 Los Osos Valley Rd	LOS OSOS	CA	93402	(805) 748-3291
16 722-1047	Rogelio Sanchez	6595 Duke Street	Moorpark	CA	93021	(805) 298-2727
17 722-2000	Sonia Baltazar	12508 James Weak Avenue	Moorpark	CA	93021	(805) 217-5501
18 722-F3131	Julio E Mendoza	395 Surf Street	MORRO BAY	CA	93442	(805) 441-4836
19 722-3046	Augusto Gennell	3837 Calle Clara Vista	Newbury Park	CA	91320	(805) 795-1101
20 722-3030	Elias Medina	1692 Calle Turquesa	Newbury Park	CA	91320	(619) 980-5283
21 155-3185	Jose Francisco Gonzalez dba Quality Healthy Cleaning	3065 Lodgewood Street	NEWBURY PARK	CA	91320	(805) 368-3731
22 155-3203	Marimar Cleaning Service Inc	674 Paseo La Perla	NEWBURY PARK	CA	91320	(805) 231-7280
23 155-3212	Nathan & Jarreds Cleaning Services LLC	504 Banyan Place	NIPOMO	CA	93444	(805) 574-0010
24 722-1154	Ricardo Hernandez	P O Box 499	OAK VIEW	CA	93022	(805) 861-7641
25 155-3209	E & I Cleaning Services, LLC	1661 16th Street	OCEANO	CA	93445	(805) 202-1580
26 722-F3162	Enrique Echeverria	1323 19th Street	Oceano	CA	93445	(805) 473-3527
27 155-3190	JM Cleaning Services LLC	P O Box 916	OCEANO	CA	93475	(805) 540-1643
28 155-3189	Johann's Cleaning Services LLC	1329 19th Street	OCEANO	CA	93445	(805) 709-1528
29 722-1147	Juan C Cervantes	2350 Paso Robles St	OCEANO	CA	93445	(805) 473-1952
30 722-1106	Alfonso Ochoa	3530 Keel Avenue	Oxnard	CA	93035	(805) 469-2882
31 722-F3141	Baldemar Ambriz	405 W Birch Street	Oxnard	CA	93033	(805) 890-4030
32 722-F3113	Claudia Villanueva	1301 Hull Pl Apt 1	Oxnard	CA	93030	(805) 407-5074
33 155-3210	E & K Cleaning Services, LLC	3101 W Hemlock Street	OXNARD	CA	93035	(805) 342-9932
34 722-2023	Elvira Rojas	914 Saratoga Street	Oxnard	CA	93035	(805) 248-2485
35 722-3061	Everardo Hernandez	3121 South B Street	Oxnard	CA	93033	(805) 844-9270
36 722-1126	Ferdie S De Jesus	1878 Socorro Way	OXNARD	CA	93030	(805) 216-0947
37 155-3199	Franky and Fer Cleaning Services LLC	4860 Alexander Drive	OXNARD	CA	93033	(805) 290-2151
38 722-F3145	Javier Lopez	1263 W Iris Street	Oxnard	CA	93033	(805) 443-1957
39 722-2005	Jose Garcia	1201 Entrada Drive	Oxnard	CA	93030	(805) 444-6357
40 722-3072	Jose Orozco	1845 MacArthur	Oxnard	CA	93033	(805) 607-2511
41 722-1097	Josefina Leon	1421 Quincy Street	Oxnard	CA	93033	(805) 844-2848
42 722-F3163	Nancy DeHuma	1025 Saratoga Street	Oxnard	CA	93035	(805) 804-0298
43 155-3196	New Generation Cleaning Service, LLC	1907 Kensington Lane	OXNARD	CA	93030	(805) 340-9198
44 722-F3166	Nicolas Sanchez	3411 S "G" Street	Oxnard	CA	93033	(805) 407-0832
45 722-F3114	Premier Facility Maintenance, Inc	1140 Rivas Lane	Oxnard	CA	93035	(805) 509-0126

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
46	722-F3152	Rigoberto Bedolla Romero	4200 San Simeon Drive	Oxnard	CA	93033 (805) 551-6565
47	722-3073	Santiago Hernandez	841 Yale Place	Oxnard	CA	93033 (805) 844-9142
48	722-F3104	Susana Rodriguez	2626 Vista Loop	Oxnard	CA	93036 (805) 890-1469
49	155-3208	Sweet Dreams Cleaning Services LLC	5321 Perkins Road #105	OXNARD	CA	93033 (805) 758-4480
50	155-3198	Teamwork Services, LLC	931 Blanca Place	OXNARD	CA	93036 (805) 612-3920
51	722-T3143	Yolanda Velazquez	2120 Beaufort Drive	Oxnard	CA	93033 (805) 816-9179
52	722-3087	Alberto Aguilar Rendon	1037 Nanette Lane	PASO ROBLES	CA	93446 (805) 591-7067
53	722-3075	Maria Esperanza Loranca	1242 Katherine Court	Paso Robles	CA	93446 (805) 237-1639
54	722-F3110	Pablo Botello	1131 Linda Circle	Paso Robles	CA	93446 (805) 234-4225
55	722-3036	Rosa Rendon	P O Box 3962	Paso Robles	CA	93447 (805) 423-4496
56	722-F3124	Martin G Balderas	213 Sharon Lane	Port Hueneme	CA	93041 (805) 290-3468
57	722-F3137	Rafael Estrada	2676 Anchor Avenue	PORT HUENEME	CA	93041 (805) 575-7971
58	722-3088	Manolito Morales	1878 Lima Drive	SAN LUIS OBISPO	CA	93405 (805) 234-5002
59	155-3211	Noemi's Cleaning, LLC	3860 S Higuera St Space 254	SAN LUIS OBISPO	CA	93401 (805) 704-5153
60	722-2001	Francisco Ramirez	155 San Angelo Ave Apt F	SANTA BARBARA	CA	93111 (805) 452-6620
61	155-3193	Fresh & Green Cleaning Services, LLC	4002 Via Lucero St , Apt #3	SANTA BARBARA	CA	93110 (805) 637-7197
62	722-3062	Jose A Montanez	821 Vine Ave Apt B	Santa Barbara	CA	93101 (805) 722-2528
63	722-F3167	Juan G Aldapa	4677 Atasco Drive	SANTA BARBARA	CA	93110 (805) 324-2962
64	722-1139	Juan S Zamora	230 Grove Lane	Santa Barbara	CA	93105 (805) 570-4803
65	722-9003	Karina Lazaro	102 N Hope Ave	SANTA BARBARA	CA	93110 (805) 451-6195
66	722-F3103	Maria A Ocampo	5077 San Vicente Drive	SANTA BARBARA	CA	93111 (805) 570-2713
67	722-F3133	Martin Torres	432 Nogal Drive	Santa Barbara	CA	93110 (805) 403-6313
68	155-3202	A Clean Getaway, LLC	1637 Chianti Lane	SANTA MARIA	CA	93458 (805) 264-6028
69	722-F3157	Ana M Pereyra	3390 Willowood Road	SANTA MARIA	CA	93455 (805) 928-2082
70	155-3207	ANC Janitorial Services LLC	512 E Chapel St Apt C	SANTA MARIA	CA	93454 (805) 863-4483
71	722-F3120	Crisostomo Arandia	2039 Trinity Drive	Santa Maria	CA	93458 (805) 478-5155
72	722-F3126	David M Gomez	1381 Via Alta	Santa Maria	CA	93455 (805) 937-3328
73	155-3213	Del's Cleaning Services, LLC	1816 Canopy Drive	SANTA MARIA	CA	93458 (805) 363-0487
74	155-3197	Dong Janitorial Services, LLC	833 E Alvin Ave	SANTA MARIA	CA	93454 (805) 598-8177
75	722-1107	Edgar A Sagisi	806 Blanche Court	Santa Maria	CA	93458 (805) 922-3200
76	722-F3153	Edna Valdez	1426 Denna Way	SANTA MARIA	CA	93454 (805) 922-9531
77	155-3206	Escuby Services LLC	320 W Grant Street	SANTA MARIA	CA	93458 (805) 354-3179
78	722-3066	Filiberto Sanchez	1618 N Vine Street	SANTA MARIA	CA	93454 (805) 928-7384
79	722-F3164	Frederick T Balano	2026 North Gaucho Way	Santa Maria	CA	93458 (805) 332-2283
80	722-F3098	Guadalupe Chagolla	817 Lavonne Dr	Santa Maria	CA	93454 (805) 925-5531
81	722-2024	Jay C Tadena	420 W Sunset Avenue	Santa Maria	CA	93458 (805) 260-4984
82	722-F3154	Mauro A Vidana	606 El Camino Street	SANTA MARIA	CA	93454 (805) 714-8809
83	155-3200	Mauros Cleaning Services LLC	606 E El Camino Street	SANTA MARIA	CA	93454 (702) 481-5838
84	722-T3149	Olivares Clean Team	1307 N Dejay Street	SANTA MARIA	CA	93458 (805) 621-3272

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2016

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
85	722-1143	Rafael Medel	1831 N Amy Way	Santa Maria	CA	93454 (805) 264-1672
86	722-2026	Richard Lagan	1032 Granada Street	SANTA MARIA	CA	93458 (805) 928-1846
87	722-3039	Rita B Babaran	1435 S Lark Court	SANTA MARIA	CA	93454 (805) 928-6023
88	722-2003	Roland H Jabonillo	P O Box 8724	Santa Maria	CA	93456 (805) 478-3149
89	722-F3106	Rosa Lopez	1920 McClelland Street #6	Santa Maria	CA	93454 (805) 260-3270
90	155-3175	Ruben Vargas dba Best Image Janitorial Service	202 W Williams	SANTA MARIA	CA	93458 (805) 363-7708
91	722-F3109	Violeta R Flores-Chavez	905 N Palisade Drive	Santa Maria	CA	93454 (805) 310-1054
92	722-3081	Francisco Aguayo	311 N Citrus Street	SANTA PAULA	CA	93060 (805) 525-1199
93	722-1146	Manuel Briceno	416 N 7th Street	SANTA PAULA	CA	93060 (805) 990-3566
94	722-3083	Nora Gutierrez	38 Gray Pine Ave	TEMPLETON	CA	93465 (805) 286-8753
95	722-1083	Enrique Sabana	3319 Big Claw Circle	THOUSAND OAKS	CA	91360 (805) 807-1805
96	155-3214	MVR Cleaning Services, LLC	8225 Park View Drive	VENTURA	CA	93001 (805) 628-6961
97	155-3204	Overaal Cleaning Inc	11357 Beechnut St	VENTURA	CA	93004 (805) 910-9223
98	155-3205	Queens Cleaning Service Inc	8847 Nye Road	VENTURA	CA	93001 (805) 651-7822
99	722-1091	Verdell Wilson	242 Alpine Avenue	Ventura	CA	93004 (805) 701-0271
100	155-3176	Shelly Lynn Montoya dba Shelly Lynn Montoya	P O Box 1252	LAKIN	KS	67860 (805) 296-2173

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE VOLUNTARILY OR
INVOLUNTARILY CEASED TO DO BUSINESS
FROM JANUARY 1, 2016 TO DECEMBER 31, 2016

		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
CALIFORNIA - SAN DIEGO SUPPORT CENTER								
1	1	100-F1284	Abraham Castillo	1150 Morgan Hill Drive	Chula Vista	CA	91913	(619) 947-6064
2	2	100-1303	Alan A Campos-Gomez	1440 Second Ave Apt 44	CHULA VISTA	CA	91911	(619) 840-5957
3	3	100-F1025A	Armando Rodriguez	210 Second Avenue	CHULA VISTA	CA	91910	(619) 691-8843
4	4	100-1334	Cesar Caoagdan	1273 Morgan Hill Drive	CHULA VISTA	CA	91913	(619) 948-9110
5	5	100-F1240	Crystal Care Janitorial Services	834 Regulo Place Apt 2113	CHULA VISTA	CA	91910	(858) 610-7134
6	6	100-1320	E and M Cleaning Services	1205 Positas Road	CHULA VISTA	CA	91910	(619) 708-6352
7	7	100-F1067	Edelmira DeArriaga	1450 Melrose Avenue #29	CHULA VISTA	CA	91911	(619) 409-7080
8	8	100-F1263	Inspired Success	1298 Wheatland St	Chula Vista	CA	91913	(619) 920-7913
9	9	100-F1234	Juan Angel Canales	520 East H Street	CHULA VISTA	CA	91910	(619) 572-9087
10	10	100-F1285	Juan Espinoza	260 Rancho Drive Unit D	CHULA VISTA	CA	91911	(619) 210-6748
11	11	100-1356	Nino Sarmiento dba Niah's Professional Cleaning Services	445 J Street	CHULA VISTA	CA	91910	(619) 746-3839
12	12	100-F1280	Phillip I Leon	3905 Main Street	CHULA VISTA	CA	91911	(619) 719-2356
13	13	100-1384	Queending LLC	1860 Plaza Palo Alto	CHULA VISTA	CA	91914	(619) 757-7965
14	14	100-F441	Rolando Bona	1057 Mt Dana Road	CHULA VISTA	CA	91913	(619) 934-0124
15	15	100-F820	Silvestre Diloy IV	747 Caminito Estrella	CHULA VISTA	CA	91910	(619) 434-8707
16	16	100-F1162	Joseph F Giberson	1425 Brayton Way	El Cajon	CA	92020	(619) 446-7450
17	17	100-F1167	Carlos Herrera Jr dba Herreras Janitorial Service	3 Acacia Lane	ESCONDIDO	CA	92025	(760) 598-4204
18	18	100-T1128	E & M Cleaning Concepts Inc	1010 E Washington Ave #82	ESCONDIDO	CA	92025	(213) 580-1758
19	19	100-F240	Edith Caguioa	P O Box 462285	Escondido	CA	92046	(760) 798-4197
20	20	100-F1122	Perez Janitorial Cleaning Services	1993 East Washington Avenue	Escondido	CA	92027	(760) 738-3724
21	21	100-F1093	Elia Oliver	741 South Buena Vista Street	Hemet	CA	92543	(951) 652-4857
22	22	100-F572	Joe Bubbico	18285 Collier Avenue #K202	LAKE ELSINORE	CA	92530	(951) 232-7630
23	23	100-F1181	Jorge Morales	3065 New Jersey Avenue	LEMON GROVE	CA	91945	(619) 741-7172
24	24	100-1330	Rosario Deguzman	26686 Westbrook Court	MENIFEE	CA	92586	(951) 246-4691
25	25	100-F1244	Jean Francois	27311 Snowfield Street	Murrieta	CA	92562	(619) 459-4896
26	26	100-F1219	Jean Pierre	P O Box 1088	MURRIETA	CA	92562	(951) 575-9069
27	27	100-F1292	Joe Aman	33730 Sundrop Avenue	Murrieta	CA	92563	(951) 526-7017
28	28	100-1337	AJ Cleaning	2711 Wilma Street	NATIONAL CITY	CA	91950	(619) 267-5422
29	29	100-F561	Ambrocio Salcedo	620 South V Avenue Ste D	NATIONAL CITY	CA	91950	(619) 708-7767
30	30	100-576	Edmundo Mamaril	1003 Harbison Place	National City	CA	91950	(619) 479-0117
31	31	100-F1119	Irma Bustos	2036 "O" Avenue	NATIONAL CITY	CA	91950	(619) 850-6863
32	32	100-F1246	Maria Lopez	2033 E Avenue	National City	CA	91950	(619) 254-7962
33	33	100-F1016A	Mary Jane Toralba	814 Melrose Street	NATIONAL CITY	CA	91950	(619) 474-3877
34	34	100-F1164	Napoleon Abella	2228 E Division Street	NATIONAL CITY	CA	91950	(619) 267-6620

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc Support Center

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE VOLUNTARILY OR
INVOLUNTARILY CEASED TO DO BUSINESS
FROM JANUARY 1, 2016 TO DECEMBER 31, 2016

		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
35	35	100-F1279	Noeri W Atmaja	3414 Paseo de Fuentes	NATIONAL CITY	CA	91950	(619) 204-4706
36	36	100-F985A	Warlito Reyes	921 East 8th Street #A	National City	CA	91950	(619) 336-9597
37	37	100-F1062	Bernardo Facelo	4576 Calle Del Palo	Oceanside	CA	92057	(760) 439-6776
38	38	100-F1281	Emiliano Jumalon	4644 Calle del Pallo	Oceanside	CA	92057	(760) 722-6970
39	39	100-1399	Esembee Janitorial Inc	2308 Catalina Circle Apt 179	OCEANSIDE	CA	92056	(760) 577-3222
40	40	100-T1249	Ferdinand M Gonzales	4524 Arbor Glen Way	OCEANSIDE	CA	92057	(760) 721-6582
41	41	100-F1155	Martin Olvera	299 River View Way	OCEANSIDE	CA	92057	(909) 496-5678
42	42	100-1304	Rose Heffron	3235 Carolynne Circle	OCEANSIDE	CA	92054	(760) 994-3530
43	43	100-F1210	Sonia Jimenez	4334 Saddlehor	OCEANSIDE	CA	92057	(760) 529-2934
44	44	100-F1109	Alfredo R Tolentino Jr	10187 Caminito Volar	San Diego	CA	92126	(858) 344-7993
45	45	100-F1066	Allan Yubac	1207 Glencoe Drive	San Diego	CA	92114	(619) 339-0355
46	46	100-1361	Araceli Valadez dba Yady's Cleaning Services	4125 Central Ave #11	SAN DIEGO	CA	92105	(619) 646-4230
47	47	100-F1180	Artemio Escobar	10962 Westmore Circle	SAN DIEGO	CA	92126	(858) 205-0284
48	48	100-F1183	Bartolo Pedroza	6934 Eastman Street	San Diego	CA	92111	(858) 967-7658
49	49	100-F1248	Blanca A Palazuelos	1810 Canal Street	SAN DIEGO	CA	92154	(619) 423-5742
50	50	100-F1259	Blanquita Q Pamintuan	1182 Sea Strand Lane	SAN DIEGO	CA	92154	(619) 781-8090
51	51	100-1332	BV Holdings, Inc	2744 55th Street	SAN DIEGO	CA	92105	(619) 379-1800
52	52	100-1313	Chaine Enterprises, Inc	252 Parkbrook Place	SAN DIEGO	CA	92114	(619) 252-9710
53	53	100-F1290	Charlotte R Toplitz	6514 Ambrosia Drive Apt 5303	SAN DIEGO	CA	92124	(858) 688-4214
54	54	100-F1071	Clarita Sungahid	8881 Stanwell Street	San Diego	CA	92126	(858) 635-8977
55	55	100-F1221	Dahir Abdullahi Dahir	3806 Fairmont Ave Apt 235	SAN DIEGO	CA	92105	(619) 808-2849
56	56	100-F990A	David Nadelman dba F & D Janitorial	240 Henritta Court	San Diego	CA	92114	(619) 962-8929
57	57	100-F1253	Enrique Elizondo	845 Firethorn Street	San Diego	CA	92154	(619) 662-2912
58	58	100-F1012A	Eric Davis	1797 Sherbrooke Street	San Diego	CA	92139	(619) 470-8470
59	59	100-F1228	Erolyn Delgado	10264 Ambassador Avenue	San Diego	CA	92126	(858) 693-3428
60	60	100-F1257	Esperanza Dacasín	1251 Sea Fire Point	SAN DIEGO	CA	92154	(619) 781-8933
61	61	100-1339	Henner Joseph	9064 Gramercy Drive Apt 52	SAN DIEGO	CA	92123	(562) 682-6624
62	62	100-F1008A	Imelda D Dumlaio	2284 Lieder Drive	San Diego	CA	92154	(619) 575-8150
63	63	100-T1178	Jason Vitug	10915 Decatur Road	San Diego	CA	92126	(858) 997-3551
64	64	100-F1206	Jimmy B Solano	10436 Londonderry Ave	SAN DIEGO	CA	92126	(619) 565-9655
65	65	100-F1031A	Jose Leonor	11653 Thomas Hayes Lane	San Diego	CA	92126	(619) 204-7041
66	66	100-T1254	Juan Manuel Rivera	3552 41st Street	SAN DIEGO	CA	92105	(619) 851-1718
67	67	100-1374	KPM Cleaning Services, LLC	7679 Parkdale Circle	SAN DIEGO	CA	92126	(858) 205-2088
68	68	100-F1064	Marlo Ferreria	1895 Olive Avenue	SAN DIEGO	CA	92139	(619) 434-4685
69	69	100-T1094	Maximiano R Belecario	4321 Marge Way	San Diego	CA	92154	(619) 662-2103
70	70	100-1367	Meador Maintenance Services	4763 1/2 Wightman Street	SAN DIEGO	CA	92105	(619) 767-8663

Exhibit E to Janitorial Franchise Disclosure Document

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
71	71	100-T1273	Michael J Nunez	3271 Cabrillo Mesa Drive	San Diego	CA	92123	(858) 268-8900
72	72	100-1353	Mirella Alvarez dba AIXA Cleaning Service	342 S 49th Street #4	SAN DIEGO	CA	92113	(619) 846-5714
73	73	100-F1136	Nestor V Aqui	7666 Adkins Way	SAN DIEGO	CA	92126	(858) 566-2876
74	74	100-F1300	Norman Felton	5335 Trinidad Way	San Diego	CA	92114	(619) 501-6412
75	75	100-F1239	Olger Espinoza	1174 27th Street #216	San Diego	CA	92154	(858) 688-1822
76	76	100-1336	Orhid, LLC	5848 Streamview Drive #36	SAN DIEGO	CA	92105	(619) 218-2530
77	77	100-1318	Oscar Velazquez	4119 Winona Avenue Apt "G"	SAN DIEGO	CA	92105	(619) 381-9342
78	78	100-1383	P Cleaners LLC	10129 Caminito Volar	SAN DIEGO	CA	92126	(858) 999-7168
79	79	100-F1223	Patricia Iniguez Perez	3873 T Street	San Diego	CA	92113	(619) 262-9508
80	80	100-F1264	Perla M Pastor	1436 Greenbay Street	San Diego	CA	92154	(619) 423-2262
81	81	100-1317	Perry Witt	4829 Liebel Ct	SAN DIEGO	CA	92117	(503) 569-5713
82	82	100-F1160	Rodel Resolme	17025 Albert Avenue	San Diego	CA	92127	(858) 312-6177
83	83	100-F1258	Rodrigo LaTorre	1010 Sunset Crossing Pt	SAN DIEGO	CA	92154	(619) 656-3968
84	84	100-F1265	Roland N Florentino	9521 Pipilo St	SAN DIEGO	CA	92129	(858) 538-4734
85	85	100-F1211	Ronald Romero	6220 McHaney Court	SAN DIEGO	CA	92114	(619) 681-3334
86	86	100-F1226	Sol Caceres	P O Box 261088	San Diego	CA	92196	(858) 566-6869
87	87	100-F1268	Sunny & Fresh Janitorial Cleaning	5025 Crescent Bay Drive	SAN DIEGO	CA	92154	(619) 799-3820
88	88	100-F1236	Tezeta Taddesse Awoke	4051 39th Street #231	SAN DIEGO	CA	92105	(619) 282-5723
89	89	100-F551	Victor Cajulao**	3025 Leilani Way	SAN DIEGO	CA	92154	(619) 575-9042
90	90	100-F1035A	Victor Gonzales Miranda	6439 Reflection Drive #108	SAN DIEGO	CA	92124	(619) 384-0071
91	91	100-1390	Wise Choice Cleaning Solutions LLC	2443 Manzana Way	SAN DIEGO	CA	92139	(916) 834-7239
92	92	100-T1147	Jessie S Manrique	623 S Twin Oaks Valley Rd #65	SAN MARCOS	CA	92078	(760) 855-0627
93	93	100-F1005A	Keith Ball	816 Phoenix Way	San Marcos	CA	92078	(760) 471-1230
94	94	100-F416	Jose Rodriguez	1636 Via Del Mesonero	San Ysidro	CA	92173	(619) 428-1978
95	95	100-F1289	Ana Lizbeth Yoguez	533 Parkbrook Street	SPRING VALLEY	CA	91977	(619) 414-3146
96	96	100-F1196	Fernando A Gutierrez	9621 Saint George Street	SPRING VALLEY	CA	91977	(619) 352-6596
97	97	100-F1293	Julian Cruz	10144 Challenger Ct	SPRING VALLEY	CA	91978	(619) 788-2350
98	98	100-F1137	Steve Frazier	1347 Sangamon Avenue	Spring Valley	CA	91977	(619) 540-0901
99	99	100-F1190	Juanito Rodriguez	31141 Eagle Creek Street	SUN CITY	CA	92584	(951) 639-3706
100	100	100-F1173	Antonino Mabayo	27624 Sonora Circle	Temecula	CA	92591	(951) 240-7279
101	101	100-1362	Mayra Aguilar dba KT Real Deal Cleaning	865 Vale View Drive	VISTA	CA	92081	(760) 500-3728
102	102	100-F1260	Necito T Serquina	303 Gail Drive	Vista	CA	92084	(760) 414-1128
103	103	100-F953	Prime Link Mgt & Consultancy Services Inc	6097 Autumn Rose Way	Las Vegas	NV	89142	(702) 431-4128

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
104	104	100-F1166	Joseph Carcerano	1223 Ballater Drive	MURFREESBORO	TN	37128	(760) 891-0116
ILLINOIS - CHICAGO SUPPORT CENTER								
105	1	101-F350	Robar Enterprises, Inc	2151 Cimarron Way	Addison	IL	60101	(630) 440-7265
106	2	101-F424	B Management Corp	5 Lake Gillilan Court	Algonquin	IL	60102	(312) 493-1101
107	3	101-2170	Heavyweight Cleaning Corp	1203 Autumn Lane	AURORA	IL	60505	(630) 423-6450
108	4	101-2110	Healthy Office Cleaning, Inc	117 S 47th Ave	BELLWOOD	IL	60104	(708) 548-6509
109	5	101-T849	Porto Alegre, Inc	135 Brewster Ct	BLOOMINGDALE	IL	60108	(630) 621-9110
110	6	101-2077	C & K Commercial Cleaning, Inc	221 Juniper Lane	BOLINGBROOK	IL	60440	(630) 397-1870
111	7	101-2149	D & Fabo Perez Inc	156 Maplewood Dr	BOLINGBROOK	IL	60440	(630) 788-4875
112	8	101-2172	723 Inc	1320 W Van Buren, Apt 101	CHICAGO	IL	60607	(312) 622-0329
113	9	101-2140	B-B Clean State Corp	314 W 101st Street	CHICAGO	IL	60628	(708) 785-2264
114	10	101-2083	Cleaning The Wright Way Corp	5741 S Wood St	CHICAGO	IL	60636	(773) 305-6362
115	11	101-2196	Je'Rico J Brown Incorporated	11562 S LaSalle	CHICAGO	IL	60628	(773) 440-1221
116	12	101-2163	Jordan Works Incorporated	8638 S Bishop St	CHICAGO	IL	60620	(309) 750-1336
117	13	101-F636	Lolena Inc	4452 N Mason	Chicago	IL	60630	(773) 736-6338
118	14	101-534	Quick Golden Hands, Inc	3927 N Nottingham	Chicago	IL	60634	(773) 481-1636
119	15	101-2094	S M Cleaning Corp	3840 W Wrightwood	CHICAGO	IL	60647	(312) 804-5623
120	16	101-F380A	Salwin Service, Inc	3513 N Natoma	Chicago	IL	60634	(773) 202-1073
121	17	101-546	Robert Hansen DD	410 Westgate	Chicago Heights	IL	60411	(708) 269-6243
122	18	101-2185	IL Enterprises Inc	8905 Knight Ave, Apt 307	DES PLAINES	IL	60016	(224) 277-7127
123	19	101-2124	Rozalado & Co	1646 River St , Ste 302	DES PLAINES	IL	60016	(847) 275-6701
124	20	101-2092	Inspirational Cleaning, LLC	14325 Grant St	DOLTON	IL	60419	(773) 216-8791
125	21	101-2245	Rize Above, Inc	15708 University	DOLTON	IL	60419	(708) 673-2071
126	22	101-2239	Perez Castro Corporation	2628 N 74th Ct	ELMWOOD PARK	IL	60707	(708) 465-9305
127	23	101-2166	Pink Cleaning Service Inc	136 Windsor Lane	GLENDALE HEIGHTS	IL	60139	(630) 835-3182
128	24	101-2198	TEP Corporation	16319 Carse Ave	HARVEY	IL	60426	(708) 305-5636
129	25	101-2171	Total Cleaning Concepts LTD	PO BOX 2025	Joliet	IL	60434	(773) 366-4932
130	26	101-F281A	Your Way Cleaning Corporation	PO Box 426	MARKHAM	IL	60426	(708) 785-2921
131	27	101-513	Watercrest M S , Inc	611 Orchid Path	McHenry	IL	60050	(815) 759-0677
132	28	101-T935	Sunset Maintenance Inc	14520 Club Circle Dr	OAK FOREST	IL	60452	(708) 362-0654
133	29	101-2063	A&R Cleaning Service, Inc	431 S Harvey, Unit E	OAK PARK	IL	60302	(708) 834-3018
134	30	101-T747	Air-n-Ash Cleaning Service	PO BOX 532	PALATINE	IL	60078	(708) 493-9081
135	31	101-F462	A & W Maintenance Corporation	2137 No Home	Park Ridge	IL	60068	(847) 299-8820
136	32	101-F678	Beata Siemiondowicz	339 W Winding Trail Circle	ROUND LAKE	IL	60073	(224) 595-6760
137	33	101-F627T	Ryszard Wojtowicz 30	4452 Emerson Ave	Schiller Park	IL	60176	(847) 671-3612

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
138	34	101-2190	DML Cleaning Service, Inc	1140 E 173rd Place	SOUTH HOLLAND	IL	60473	(708) 296-2733
139	35	101-2089	BNICS Corporation	3431 Kings Rd , Apt 106	STEGER	IL	60475	(708) 941-4471
140	36	101-F934	Galaxy Cleaners, Inc	5950 Lake Bluff Dr , Unit 701	TINLEY PARK	IL	60477	(708) 400-6400
141	37	101-F839	Mitchell Cleaning Service, Inc	3012 Downing Avenue	WESTCHESTER	IL	60154	(708) 492-0356
142	38	101-2136	Anthony Mavros dba Superior Cleaning	6275 Wisconsin St	HOBART	IN	46342	(219) 718-4238
143	39	101-F693	Antuan Barnes	8871 Winding Trail	SAINT JOHN	IN	46373	(219) 746-3996
144	40	101-2112	Chamberlain's Clean It Right, Inc	370 Bell St	GRENADA	MS	38901	(773) 816-4438
PENNSYLVANIA - PHILADELPHIA SUPPORT CENTER								
145	1	102-1307	IV Mihaylova LLC	402 Hickory Dr	BEAR	DE	19701	(302) 650-5923
146	2	102-F930	Tae-won Joung	704 6th Street	HOCKESSIN	DE	19711	(302) 525-4019
147	3	102-F572	Florence Nabblah-Emissah	306 Rolling Green Avenue	New Castle	DE	19720	(302) 395-9271
148	4	102-1117	Ronnell Waples	22 South Katrin Circle	NEW CASTLE	DE	19720	(302) 326-9292
149	5	102-1156	Ms Bossy Covers All, LLC	17104 Carrington Park Drive	TAMPA	FL	33647	(267) 325-5659
150	6	102-F1070	Maria R Cid	4014 Ventnor Avenue	ATLANTIC CITY	NJ	08401	(609) 748-0309
151	7	102-F971	David Bestman	32 London Road	Burlington	NJ	08016	(609) 747-8802
152	8	102-1161	Ultra Clean Janitorial Service, LLC	10 Timberwood Drive	Egg Harbor Township	NJ	08234	(609) 383-0876
153	9	102-F500	JAMES PALMER	53 Pershing Lane	ERIAL	NJ	08081	(856) 503-3396
154	10	102-F906	Aluin Lopez	10 East Floral Avenue	PLEASANTVILLE	NJ	08232	(609) 780-3311
155	11	102-F905	Osdis Ayala	8 East Edgewater Avenue	PLEASANTVILLE	NJ	08232	(609) 992-9630
156	12	102-1127	Fresh and Klean, LLC	1702 Arons Circle	SEWELL	NJ	08080	(609) 774-0013
157	13	102-F901	Lamarr Crenshaw	45 McKinley Avenue	TRENTON	NJ	08609	(609) 964-6048
158	14	102-F1055	Humberto M Vasquez	701 E Park Avenue	VINELAND	NJ	08360	(856) 690-5828
159	15	102-1204	JOS Commercial Cleaning, LLC	2719 Old Farm Drive	VINELAND	NJ	08361	(856) 238-4351
160	16	102-T958	Janet Roberts	40 Henderson Lane	Willingboro	NJ	08046	(609) 781-3262
161	17	102-F724	Mahade Davenport	1295 5th Ave	HELL GATE	NY	10029	(215) 778-8720
162	18	102-F431	BERNARD DI BELLO	2071 Susquehanna Road	ABINGTON	PA	19001	(215) 332-7690
163	19	102-1152	Betty Wright	125 S 7th Street	ALLENTOWN	PA	18101	(484) 350-3820
164	20	102-F876	Anthony Tarr & Saah Tamba	509 Colgate Court	Bensalem	PA	19020	(215) 244-9757
165	21	102-F510	EARNEST BROWN	1662 Woodford Way	BLUE BELL	PA	19422	(610) 906-5493
166	22	102-1218	Evolution Commercial Cleaning LLC	1717 Bath Rd	BRISTOL	PA	19007	(215) 500-1448
167	23	102-1120	Jeffery Kerstetter	139 Manor Lane	CANADENSIS	PA	18325	(570) 595-5046
168	24	102-T838	Carol Spurlin	108 Pipers Place	CHALFONT	PA	18914	(267) 307-1981
169	25	102-F570	John Rouse	148 West 21st Street	Chester	PA	19013	(267) 973-8023
170	26	102-1220	Sweeping & Cleaning With Joy	812 W 11th Street	CHESTER	PA	19013	(610) 745-4635
171	27	102-1187	D Kleanerz, LLC	215 Felton Avenue	COLLINGDALE	PA	19023	(610) 202-7712

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172	28	102-F1049	David B Quemine	1131 Chestnut Street	DARBY	PA	19023	(267) 746-7240
173	29	102-F959	Darryl Johnson Jr	58 Ashley Court	Downingtown	PA	19335	(610) 299-9997
174	30	102-1194	Tharahan Robinson dba A R T Cleaning Company	449 Bianca Circle	DOWNTOWN	PA	19335	(610) 267-5053
175	31	102-F1045	Barbara Baccas	6217 Blackberry Terrace	EAST STROUDSBURG	PA	18301	(570) 350-7777
176	32	102-1109	Astrit Zemanaj	1438 Huntingdon Pike	HUNTINGDON VALLEY	PA	19006	(267) 902-1213
177	33	102-F846	Eunsoo Chung	515 Welsh Road Apt D5	Huntingdon Valley	PA	19006	(215) 917-1572
178	34	102-F1006	Aynee D Lopez	74 Harvest Road	Levittown	PA	19056	(215) 945-1799
179	35	102-1225	Angies Plus Three Cleaning LLC	249 East Chestnut St	NORRISTOWN	PA	19401	(267) 456-4662
180	36	102-1224	A-One Cleaning LLC	336 Buttonwood St	NORRISTOWN	PA	19401	(267) 973-3080
181	37	102-F275	MINH DAO	3124 Potshop Road	NORRISTOWN	PA	19403	(610) 222-9096
182	38	102-F738	Charles McClamy	5838 N 3rd Street	Philadelphia	PA	19120	-
183	39	102-F947	David Gueh	1822 Benton Street	PHILADELPHIA	PA	19152	(215) 207-8311
184	40	102-1182	David Tomline dba Interior Cleaning Services	5365 Wingohocking Terrace	PHILADELPHIA	PA	19144	(267) 463-8746
185	41	102-F772	Gloria McClamy	5838 North 3rd Street	Philadelphia	PA	19120	(215) 224-1680
186	42	102-1195	Judy&Paul Cleaning, LLC	4303 DeerPath Lane	PHILADELPHIA	PA	19154	(267) 566-9582
187	43	102-1236	Loach Janitorial Cleaning Service LLC	1706 Elston Street	PHILADELPHIA	PA	19152	(757) 506-2787
188	44	102-1167	M & D Cleaning	4620 Higbee Street	PHILADELPHIA	PA	19135	(267) 636-3900
189	45	102-F965	Natasha Curtis	2342 East Clearfield Street	PHILADELPHIA	PA	19134	(267) 235-8428
190	46	102-1151	Oasis Commercial Cleaning Service, LLC	2440 West Turner Street	PHILADELPHIA	PA	19121	(215) 989-9764
191	47	102-1208	Said El Bouazzaoui dba S Market Enterprise	1245 Unruh Street	PHILADELPHIA	PA	19111	(347) 882-5526
192	48	102-F987	Stant 1 Commercial Cleaning, LLC	3517 Capri Court	Philadelphia	PA	19145	(215) 601-4862
193	49	102-F514	Donald Gibson	P O BOX 563	PHOENIXVILLE	PA	19460	(610) 639-4369
194	50	102-F296	JAMES D HARVEY	1322 N Adams Street	Pottstown	PA	19464	(610) 970-1775
195	51	102-1212	Whichard Enterprises, LLC	1100 Tyson Avenue	ROSLYN	PA	19001	(484) 250-6048
196	52	102-F1016	Roy A Ashford	129 Mill Drive	Tamaqua	PA	18252	(732) 803-0949
197	53	102-F585	Hector Fernandez	2421 Winding Way	TOBYHANNA	PA	18466	(570) 972-3730
198	54	102-F883	John P Boylan	5245 Route 419	Womelsdorf	PA	19567	(717) 679-0666
199	55	102-F1052	Tamerat H Yegezu	110 Lincoln Avenue	Yeadon	PA	19050	(610) 626-8207
WASHINGTON D C - WASHINGTON D C SUPPORT CENTER								
200	1	103-F798	Charles E Harris Jr	3523 Jay St	WASHINGTON	DC	20019	(202) 695-5420
201	2	103-1319	Sunshine Cleaning, LLC	3310 Clay Place NE	WASHINGTON	DC	20019	(202) 215-7776

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202	3	103-F647	Lawrence Brawner Jr	2504 Medinah Ridge Road	Accokeek	MD	20607	(301) 910-7979
203	4	103-1304	Shore to Shore Environmental Services LLC	15413 Maple Dr	ACCOKEEK	MD	20607	(301) 379-6496
204	5	103-F1073	Sara & Daughters, Inc	10504 Westlake Drive Apt #302	BETHESDA	MD	20817	(301) 509-8945
205	6	103-1269	Tamara Greene dba Kleen As A Whistle	1809 Peachtree Lane	BOWIE	MD	20721	(301) 323-5523
206	7	103-F721	Brian Pearson	4109 Cottage Terrace	BRENTWOOD	MD	20722	(202) 696-2210
207	8	103-F930	Alfred J Stubblefield	3912 Blackburn Lane Apt #33	BURTONSVILLE	MD	20866	(240) 505-3549
208	9	103-F747	Amadu Jalloh	9106 Stacey M Lane	CLINTON	MD	20735	(301) 877-6008
209	10	103-F709	Kiwanna R Tolbert	6561 Pennsylvania ave	District Heights	MD	20747	(240) 464-1955
210	11	103-1357	Arnold Businesses Trading Inc DBA Bopeto Pro Services	117 S Market St	FREDERICK	MD	21701	(240) 608-8227
211	12	103-F658	Dorel Cazacu	16 Cross Tie Court	GAITHERSBURG	MD	20879	(301) 963-6988
212	13	103-1287	Lakeda Ventures, LLC	17545 Amity Drive	GAITHERSBURG	MD	20877	(301) 980-1465
213	14	103-1350	JMorales Building Services LLC	11404 Millport Circle	GERMANTOWN	MD	20876	(301) 370-5743
214	15	103-T1080	Victor Manuel Ruiz	20122 Club Hill Drive	Germantown	MD	20874	(240) 388-6458
215	16	103-1323	Dynamic Cleaning, LLC	3839 64th Ave, Apt 609	HYATTSVILLE	MD	20784	(314) 299-4924
216	17	103-F732	Floyd Harris	2405 57th Avenue	Hyattsville	MD	20785	(301) 773-8947
217	18	103-1193	Wusu Sesay	3206 Toledo Pl	HYATTSVILLE	MD	20782	(571) 313-9392
218	19	103-F177	ANTHONY NOTICE	1013 Consideration Lane	Landover	MD	20785	(301) 336-3569
219	20	103-1340	LinFamily, LLC	9610 Baltimore Ave	LAUREL	MD	20723	(301) 957-6816
220	21	103-1272	Ruth Navas dba JK Cleaning Services	9727 Country Meadows Ln	Laurel	MD	20723	(301) 283-8067
221	22	103-1251	Ermelinda De La Cruz	10244 Wild Apple Cir	MONTGOMERY VILLAGE	MD	20886	(301) 922-5519
222	23	103-F646T	Hector Coz	2601 Northrop Drive	ROCKVILLE	MD	20850	(301) 659-4562
223	24	103-F537	JOSE MEJIA	3201 Hewitt Ave	SILVER SPRING	MD	20906	(301) 755-3950
224	25	103-1196	Matthias Agba	3355 Hewitt Avenue,	SILVER SPRING	MD	20906	(301) 871-0131
225	26	103-F627	Edward Valley	6421 Copperhead Court	Waldorf	MD	20603	(301) 645-9287
226	27	103-F802	R & S Commercial Cleaners, LLC	2303 Flora Springs Street	Waldorf	MD	20601	-
227	28	103-F1001	Sherrl Artis-Robinson	12505 Turtle Dove Pl	WALDORF	MD	20602	(202) 307-8609
228	29	103-F1152	Diamond Scott & Tanya Nigh	1154 Ease Avenue	WAYNESBORO	PA	17268	(240) 452-9891
229	30	103-1300	Ambrose's Cleaning Services, LLC	16730 Rockstone	Houston	TX	77084	(571) 359-3533
230	31	103-1348	Foster's Cleaning Solutions LLC	25636 Gathering Glen Street	ALDIE	VA	20105	(703) 327-6472
231	32	103-F1064	A & L Cleaning, LLC	520 S Payne Street	Alexandria	VA	22314	(240) 438-3359
232	33	103-1280	M & Z Cleaning, LLC	6301 Frenchmans dr	ALEXANDRIA	VA	22312	(571) 535-0424
233	34	103-1330	MST Agency LLC	8621 D Beakman Place	ALEXANDRIA	VA	22309	(703) 302-9067
234	35	103-1215	Olivia E Canela	5400 North Morgan St Apt 307	ALEXANDRIA	VA	22312	(202) 422-6919
235	36	103-1291	T & J Cleaning Service, LLC	4712 Southland Ave	ALEXANDRIA	VA	22312	(703) 717-8449

Exhibit E to Janitorial Franchise Disclosure Document

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
236	37	103-F528	SIPHOUM MOUNKHATY	3902 Arnheim Street	Annandale	VA	22003	(703) 470-9961
237	38	103-I342	4CS Commercial Cleaning Services, Inc	4871 Benecia Lane	DUMFRIES	VA	22025	(571) 882-4769
238	39	103-T812	Vivian Braxton	9118 Aspenpark Court	LORTON	VA	22079	(703) 541-9108
239	40	103-I351	D3 Cleaning Services LLC	379 Maple Ave	NEWPORT NEWS	VA	23607	(757) 696-7688
240	41	103-I314	Arsema M&M, LLC	7936 Wentworth Pl	SPRINGFIELD	VA	22152	(571) 426-6921
241	42	103-F666	Dene Phonharath	1028 South Hoga Rd	STERLING	VA	20164	(703) 727-6669
242	43	103-F633	Ali Akbar	12504 Manchester Way	WOODBIDGE	VA	22192	(703) 746-8784
243	44	103-F437	JOSEPH GULLI, JR	11833 Antietam Road	Woodbridge	VA	22192	(703) 494-7260
244	45	103-I295	Ms Marlissa Nichols dba Top Notch Cleaning	15200 Leicestershire St apt 451	WOODBIDGE	VA	22191	(703) 386-6802

NEW JERSEY - NORTHERN NEW JERSEY SUPPORT CENTER

245	1	105-1675	CMT MULTISERVICES LLC	26 E 51st Street	BAYONNE	NJ	07002	(347) 224-5603
246	2	105-1538	RM Cleaning Service, LLC	427 Longwood Avenue	BOUND BROOK	NJ	08805	(732) 991-2443
247	3	105-F1331	Janfisa, LLC	116 Lakeview Avenue	CLIFTON	NJ	07011	(201) 259-8511
248	4	105-1599	Lazo Enterprises, LLC	1360 Clifton Avenue	CLIFTON	NJ	07012	(201) 772-8389
249	5	105-1772	K A Solutions, LLC	1 Schley St	DOVER	NJ	07801	(973) 519-2089
250	6	105-1640	AVEC5 LLC	157 South Harrison Street	EAST ORANGE	NJ	07018	(973) 220-0121
251	7	105-1574	Clymaxx Cleaning, LLC	49 Prospect Street	EAST ORANGE	NJ	07017	(973) 392-0515
252	8	105-1602	Higher Image Solutions, LLC	340 Tremont Avenue	EAST ORANGE	NJ	07018	(973) 525-6970
253	9	105-1659	Beth and Son Cleaning LLC	585 Newark Avenue Apt 10F	ELIZABETH	NJ	07208	(908) 374-9420
254	10	105-1473	MV Office Cleaner, LLC	PO Box 3632	ELIZABETH	NJ	07207	(908) 414-8578
255	11	105-1690	Quality Multiclean Services LLC	19 Pyngry Place	ELIZABETH	NJ	07208	(908) 759-3185
256	12	105-1578	Rojas Cleaning Services, LLC	145 Franklin Street	ELIZABETH	NJ	07206	(908) 759-3291
257	13	105-1638	S & A Cleaning Service LLC	344 Morris Avenue	ELIZABETH	NJ	07208	(908) 977-5685
258	14	105-1375	Susana Sanchez	432 Franklin Street	ELIZABETH	NJ	07206	(732) 900-3931
259	15	105-1493	Alexander Williams dba Ready Ready Cleaning Experts	73 Lee Street	ELMWOOD PARK	NJ	07407	(412) 657-2789
260	16	105-1525	A & D Cleaning Service, LLC	406 Prospect Avenue	HACKENSACK	NJ	07601	(201) 362-7627
261	17	105-1650	Vicente Hunt Delacruz LLC	254 Hawthorne Avenue	HAWTHORNE	NJ	07506	(862) 232-4069
262	18	105-1679	Zillex Cleaning Service LLC	915 Robin Road	HILLSBOROUGH	NJ	08844	(609) 802-2788
263	19	105-1566	Shalom Commercial Services, LLC	41 Breckendridge Terrace	IRVINGTON	NJ	07111	(862) 772-3800
264	20	105-1615	MIA Joseph LLC	256 Halladay Street	JERSEY CITY	NJ	07304	(862) 264-8080
265	21	105-1500	Miguel's Cleaning Service, LLC	298 Montgomery Street	JERSEY CITY	NJ	07302	(201) 878-5642
266	22	105-1662	Wright Cleaning Services LLC	403 Woodlawn Avenue	JERSEY CITY	NJ	07305	(201) 600-8068
267	23	105-1628	Krystal Cleaning LLC	1255 US Hwy 22 East	LEBANON	NJ	08833	(908) 236-7720
268	24	105-1560	Davis Cleaning, LLC	901 Bower Street	LINDEN	NJ	07036	(908) 884-8858
269	25	105-1676	Unlimited Cleaning LLC	611 Alexander Avenue	LINDEN	NJ	07036	(914) 384-1912

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FROM JANUARY 1, 2016 TO DECEMBER 31, 2016

		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
270	26	105-1545	Danalmar Cleaning Services, LLC	10 Hampton gardens	MIDDLESEX	NJ	08846	(732) 912-0142
271	27	105-1370	A & E, LLC	361 Remsen Avenue	New Brunswick	NJ	08901	(732) 569-4936
272	28	105-1667	Gab Pracor Cleaning LLC	637 Market St	NEWARK	NJ	07105	(212) 470-2266
273	29	105-1674	GPI Cleaning Service LLC	45 Richards Street	NEWARK	NJ	07105	(862) 944-5440
274	30	105-1744	Mister Cleaners, LLC	525 Elizabeth Ave Apt#5	NEWARK	NJ	07112	(973) 687-3440
275	31	105-1647	Oliva's Cleaning Service LLC	442 Roseville Avenue	NEWARK	NJ	07107	(202) 768-2680
276	32	105-1621	Seth Cleaning Service LLC	455 Elizabeth Ave	NEWARK	NJ	07112	(973) 641-2499
277	33	105-1626	A N S Cleaning Service LLC	1631 John F Kennedy Blvd	NORTH BERGEN	NJ	07047	(787) 453-4450
278	34	105-F1182	S Garnica Cleaning Service, LLC	1314 70th Street	North Bergen	NJ	07047	(201) 600-5810
279	35	105-1680	C & V Cleaning Services LLC	1010 E 23rd Street	PATERSON	NJ	07513	(973) 333-7711
280	36	105-1624	D & A Cleaning Service LLC	826 E 23rd Street	PATERSON	NJ	07513	(862) 262-9879
281	37	105-1428	Jeanette M Santos	923 Madison Avenue	PATERSON	NJ	07501	(973) 866-9340
282	38	105-1593	L & E Cleaning Service, LLC	85 Presidential Blvd	PATERSON	NJ	07522	(862) 262-8735
283	39	105-1542	MJY Cleaning Services, LLC	145 Dundee Avenue	PATERSON	NJ	07503	(973) 767-8734
284	40	105-1464	Sally's Cleaning Services, LLC	64 18th Avenue	PATERSON	NJ	07513	(973) 767-3083
285	41	105-1543	Vegas Cleaning Services, LLC	15 Croshy Avenue	PATERSON	NJ	07502	(973) 720-5745
286	42	105-1450	J & W Cleaning Services	405 Paderewski Avenue	PERTH AMBOY	NJ	08861	(732) 277-7869
287	43	105-1508	D & T Cleaning, LLC	151 W Inman Avenue	RAHWAY	NJ	07065	(201) 344-3797
288	44	105-1617	Bluebell Cleaning Services LLC	258 Irvington Avenue	SOUTH ORANGE	NJ	07079	(908) 422-8236
289	45	105-F1242	Betsy Cleaning Services, LLC	7 Park Drive North	WEST ORANGE	NJ	07052	(973) 280-7331
290	46	105-1605	Towns Acquisitions, LLC	63 Edgemont Lane	WILLINGBORO	NJ	08046	(908) 884-6405
291	47	105-1575	A & H Cleaning Services Inc	4715 Murdock Ave	BRONX	NY	10466	(914) 573-3131
292	48	105-1565	Five Stars Cleaning Company	726 Revere Avenue	BRONX	NY	10465	(646) 228-5000
293	49	105-1536	Gloribel Almonte dba Gee Cleaning Service	1685 Morris Avenue	BRONX	NY	10457	(347) 290-0860
294	50	105-1608	Guilty Pleasures Inc	1715 Longfellow Avenue	BRONX	NY	10460	(347) 245-7493
295	51	105-1426	JDV Cleaning Services, LLC	2912 Miles Ave	BRONX	NY	10465	(347) 819-2105
296	52	105-1632	Jordan's Cleaning LLC	747 East 168th Street	BRONX	NY	10456	(917) 873-6350
297	53	105-1546	Keyawana Masterson dba Dust N' Shine Janitorial Services	4337 Grace Avenue	BRONX	NY	10466	64 6278090
298	54	105-1460	Komla Agouda DbA Cleanall	2051 Grand Concourse Apt 5E	BRONX	NY	10453	(646) 667-5086
299	55	105-1697	OCD Cleaning Services LLC	1455 Bryant Ave	BRONX	NY	10460	(646) 302-6787
300	56	105-F525	Phillip Davis	2489 Tiebout Ave	Bronx	NY	10458	(646) 234-4693
301	57	105-F1203	Shaker Gadson	2166 Matthews Ave	BRONX	NY	10462	(917) 499-9967
302	58	105-1498	William Gilbert dba Urban Survivalist	630 Pugsley Avenue Apt 6E	BRONX	NY	10473	(718) 822-6027
303	59	105-1438	Yawo Gbegnedji	406 East 161st	BRONX	NY	10451	(917) 656-6278
304	60	105-1495	DJK Cleaning Corp	227 Lott Avenue	BROOKLYN	NY	11212	(646) 460-6014

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305	61	105-1595	Elton Hunte dba Elton's Cleaning Service	2280 Atlantic Avenue	BROOKLYN	NY	11223	(347) 775-8082
306	62	105-1562	Joanna Rodriguez dba JNC Cleaning Service	744 Park Avenue	BROOKLYN	NY	11206	(347) 583-6119
307	63	105-1521	Roslyn Coulthurst dba Cleaning Done Right Services	320 Eastern Pkwy	BROOKLYN	NY	11225	(917) 750-9713
308	64	105-1445	Angel Ramos	147 Main Street	CHESTER	NY	10918	(845) 806-7112
309	65	105-1598	Jose Mota dba Ismo Cleaning Service	35-20 104th Street	CORONA	NY	11368	(917) 459-2810
310	66	105-1524	JT Cleaning Solution, LLC	23-55 100th Street	EAST ELMHURST	NY	11369	(347) 351-2890
311	67	105-1609	M & G3 Cleaning Services	45 South Route 9W	HAVERSTRAW	NY	10927	(845) 461-4607
312	68	105-1625	Cherrywater Cleaning Services Inc	219-17 133rd Avenue	LAURELTON	NY	11413	(347) 666-0092
313	69	105-1549	E & J Cleaning Services, LLC	16 Philip DRive	MONTGOMERY	NY	12549	(845) 457-9834
314	70	105-1522	Matthew D Whitley dba Whitley's Cleaning Service	19 Terry Lane	MONTICELLO	NY	12701	(845) 313-6050
315	71	105-1651	Augustine Cleaning Inc	2071 5th Avenue	New York	NY	10035	(718) 885-6656
316	72	105-1544	Franklin Rodriguez dba Frank's Cleaning Services	605 W 184th Street	NEW YORK	NY	10033	(917) 318-3665
317	73	105-F1219	NRI/EKS, LLC	533 West 144th Street	New York	NY	10031	(212) 862-4767
318	74	105-1717	Sweat Enterprises LLC	2979 8th Ave Apt# 28D	NEW YORK	NY	10039	(646) 524-6359
319	75	105-1444	Limone Enterprises, LLC	737 Stafford Avenue	STATEN ISLAND	NY	10309	(347) 309-2271
320	76	105-1606	Posh Reliance Group INC	50-31 Newtown Road	WOODSIDE	NY	11377	(347) 249-1941
321	77	105-1551	W9 Cleaning Corp	4045 62nd Street	WOODSIDE	NY	11377	(718) 440-5621
322	78	105-F1065	Heks Cleaning Service	517 West Liberty Street	ALLENTOWN	PA	18102	(347) 364-6455
WISCONSIN - MILWAUKEE SUPPORT CENTER								
323	1	107-984	Superior Services LLC	3930 S Rim Road	GILBERT	AZ	85297	(414) 949-1429
324	2	107-F832	Oscar Rios	2518 Sun Terrance	BELLEVUE	WI	54311	(214) 960-2787
325	3	107-961	Magik Hands Cleaning LLC	7050B W Presidio Drive	BROWN DEER	WI	53223	(414) 699-0724
326	4	107-F229T	Elizabeth L Centers	11710 W Woods Road	FRANKLIN	WI	53132	(414) 545-1999
327	5	107-F623T	Robert Trindade	7299 Hillendale Dr	Franklin	WI	53132	(414) 423-8530
328	6	107-930	Diaz Janitor Service	421 South Roosevelt St	GREEN BAY	WI	54301	(920) 288-9514
329	7	107-F706	Eduardo Navarro	4620 W Kinninnick River Parkway	GREENFIELD	WI	53219	(414) 708-3518
330	8	107-F858	Gloria Castro	3447 S 50th Place	GREENFIELD	WI	53219	(414) 334-9200
331	9	107-891	Hosea's Cleaning, LLC	544 E Odgen Ave	HALES CORNERS	WI	53202	(414) 316-7979
332	10	107-1020	Caldwell and Family LLC	1615 87th Place	KENOSHA	WI	53143	(262) 744-7686
333	11	107-T870	Ron Olson	910 Fond Du Lac Ave	Kewaskum	WI	53040	(262) 685-8806
334	12	107-F847	Alfredo Vera Ortega	1332 Fatima Street	MENASHA	WI	54952	(920) 903-2386
335	13	107-1063	AB Investment Group, Inc	4117 N 15th Street	MILWAUKEE	WI	53209	(414) 551-1303

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336	14	107-966	BKA versatility, LLC	1532 W capital Drive	MILWAUKEE	WI	53206	(414) 349-0859
337	15	107-972	Blueprint Cleaning Services & Properties LLC	2524 N 57th Street	MILWAUKEE	WI	53210	(414) 793-0510
338	16	107-F864	Cleaning to Please LLC	4272 North 64 Street	Milwaukee	WI	53216	(414) 759-7487
339	17	107-950	Donatella's Kommercial Kleening, LLC	4512 N 26th Street	MILWAUKEE	WI	53209	(414) 803-7778
340	18	107-F852	Dorothy Walker	2541 N 41st Street	MILWAUKEE	WI	53210	(414) 442-2553
341	19	107-1034	Family Supply Cleaning LLC	2454 N 45th Street	MILWAUKEE	WI	53210	(414) 467-1207
342	20	107-888	Francis Russell	5316 N 91st Street	MILWAUKEE	WI	53225	(414) 429-7956
343	21	107-F724	Fulgencia Teran	1560 W Greenfield Avenue	Milwaukee	WI	53204	(414) 607-2213
344	22	107-F734	Juan Diego Gonzalez	2347 N 1st Street	MILWAUKEE	WI	53202	(414) 377-2663
345	23	107-917	L A Cleaning Solutions, LLC	3812 North 79th Street	MILWAUKEE	WI	53222	(414) 531-4261
346	24	107-1077	LEF Cleaning LLC	7801 W Fiebrantz Avenue	MILWAUKEE	WI	53222	(414) 380-5397
347	25	107-900	Melissa Zollicoffer	8009 Villard Avenue	MILWAUKEE	WI	53218	(414) 208-9063
348	26	107-990	MMJ Services LLC	3441 N 3rd Street	MILWAUKEE	WI	53212	(414) 369-0641
349	27	107-964	Moss Janitorial Services LLC	8975 N 85th Street Apt 106	MILWAUKEE	WI	53224	(414) 208-7047
350	28	107-974	MSLB Immaculate Cleaning LLC	2404 N 56th Street	MILWAUKEE	WI	53210	(262) 957-7589
351	29	107-960	Mwangala Janitorial Servcies LLC	PO Box18488	MILWAUKEE	WI	53218	(414) 231-3024
352	30	107-948	Ronai Janitorial Services, LLC	2356 N 40th Street	MILWAUKEE	WI	53210	(414) 839-1755
353	31	107-975	CYW Cleaning Services LLC	3870 E Oakwood Road	OAK CREEK	WI	53154	(404) 933-1851
354	32	107-927	Shawanda Hutchinson	170 Rainbow Ridge, Apt #414	OAK CREEK	WI	53154	(414) 737-7724
355	33	107-F731	Torrance Thomas	1315 Fleetfoot Drive Apt #110	WAUKESHA	WI	53186	(414) 807-6333
356	34	107-957	Tomica's Cleaning LLC	6028 W Vliet Street	WAUWATOSA	WI	53213	(262) 902-3228
357	35	107-944	Jan-Tech LLC	3409 S Wollmer Road	WEST ALLIS	WI	53227	(414) 732-4454
358	36	107-1001	3 in 1 Cleaning LLC	411 Prairie Way	WRIGHTSTOWN	WI	54180	(920) 264-2912
FLORIDA - TAMPA SUPPORT CENTER								
359	1	108-T530	JANUSZ FEDYK	4108 39th Avenue West	Bradenton	FL	34205	(941) 792-1524
360	2	108-910	Ewan Samuels dba TE Cleaning Service	528 Camino Real Ct Apt E	BRANDON	FL	33510	(813) 381-2358
361	3	108-603	Virginia Hanners	411 Bryan Oaks Ave	BRANDON	FL	33511	(813) 526-3210
362	4	108-919	Jart Enterprise, Inc	2361 Covington Dr	CLEARWATER	FL	33763	(727) 488-4863
363	5	108-F316	ROBERT MOSCHELLA	3042 Eastland Blvd	CLEARWATER	FL	33761	(727) 743-6953
364	6	108-924	Lauren La Flamme dba Lauren's Cleaning Service	939 Lake Charles Drive	DAVENPORT	FL	33837	(863) 512-2483
365	7	108-F651	Marsha Hang	3314 Hoover Dr	Holiday	FL	34691	(727) 644-4811
366	8	108-F297	Dimcho I Paunov	6159 49th Ave N	KENNETH CITY	FL	33709	(727) 522-5933
367	9	108-1019	Celothec Services LLC	4640 Williamstown Blvd	LAKELAND	FL	33810	(203) 504-4574
368	10	108-F763	Dario Correa	4922 Sharon Ave	LAKELAND	FL	33812	(863) 709-7753
369	11	108-886	Katina S Oner	1373 Honeytree Lane W	LAKELAND	FL	33801	(863) 934-6651

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370	12	108-863	Tery Shaw	225 Swananoah Street	LAKELAND	FL	33805	(863) 419-5086
371	13	108-868	AAA Tampa Bay Cleaning, LLC	5319 Great Egret Dr	LEESBURG	FL	34748	(727) 386-3810
372	14	108-903	Janitorial Bay Group, LLC	17801 Jamestown Way	LUTZ	FL	33558	(813) 842-5353
373	15	108-616	Ronald Jimenez	7035 78th Ave N	PINELLAS PARK	FL	33781	(727) 545-1927
374	16	108-F667	Omír Lopez	10214 Regency Park Blvd	PORT RICHEY	FL	34668	(727) 470-5732
375	17	108-856	L and S Helping Hands Cleaning Service	3104 Hillside Lane	SAFETY HARBOR	FL	34695	(727) 657-6870
376	18	108-F715	Antonio Busto	3800 22nd Ave N	Saint Petersburg	FL	33713	(727) 323-2313
377	19	108-F330	HENRY SMITH	2596 Columbus Way South	Saint Petersburg	FL	33712	(727) 864-2639
378	20	108-522	Joe & Janice Howard	5101 2nd Ave N	Saint Petersburg	FL	33710	(727) 323-8232
379	21	108-F152	JOSEPH DISCOLO	7950 50th Ave , N	Saint Petersburg	FL	33709	(727) 479-7175
380	22	108-F772	Zola Funes	3410 21st St N	Saint Petersburg	FL	33713	(727) 522-6176
381	23	108-865	Crew Cleaning Corporation	2141 Sunnyside Place	SARASOTA	FL	34239	(941) 685-5856
382	24	108-F663	John Nuby	3200 Saint Ives Bld	Spring Hill	FL	34609	(813) 346-6899
383	25	108-T827	Aida Violeta Bastidas	5935 Birchwood Drive	TAMPA	FL	33625	(813) 447-7899
384	26	108-951	D & A Plus LLC	3316 W St John Street	TAMPA	FL	33607	(813) 520-8130
385	27	108-916	Emily Spotless Cleaning Inc	3350 W Hillsborough Ave Apt 514	TAMPA	FL	33614	(813) 770-1212
386	28	108-486	Issac Robinson	8621 Fishlake Rd	TAMPA	FL	33619	(813) 601-1470
387	29	108-905	Joel Valdivia dba J Valdivia Cleaning Services	8417 N Armenia Ave	TAMPA	FL	33604	(813) 408-0793
388	30	108-F797	Juan Narvaez	6017 W Larmon St	TAMPA	FL	33634	(813) 920-4536
389	31	108-T828	Karen S Tedder	7716 E Sligh Ave	TAMPA	FL	33610	-
390	32	108-1016	MB'S Cleaning Services LLC	3707 E Hanna Ave	TAMPA	FL	33610	(813) 858-5732
391	33	108-1009	Reina Commercial Cleaning Service Inc	8401 N Newport Ave	TAMPA	FL	33604	(813) 466-2731
392	34	108-922	SU Cleaning, LLC	7113 W Creek Dr	TAMPA	FL	33615	(813) 701-0138
393	35	108-1012	Wen-Cam Cleaning Services Inc	20206 Still Wind Dr	TAMPA	FL	33647	(910) 224-6633
394	36	108-921	YSR Enterprises Multi Services Inc	8718 N 26th Street	TAMPA	FL	33604	(813) 933-3408
395	37	108-F769	Juana Figueroa	31204 Masena Dr	Wesley Chapel	FL	33544	(813) 748-3399
396	38	108-912	Christopher Price dba Christopher Price	3184 AVENUE MNW	WINTER HAVEN	FL	33881	(863) 307-7399
397	39	108-F211	Debbie Perkins	34404 Lodge Drive	Zephyrhills	FL	33543	(813) 782-6019
398	40	108-621	Jorge Vegaroman dba JM Building Maintenance	192 Friendship Lane	DERIDDER	LA	70634	(813) 984-9731
TEXAS - HOUSTON SUPPORT CENTER								
399	1	109-1155	Hardy-Thurman Enterprises, Inc	P O Box 373	BELLVILLE	TX	77418	(832) 517-8730
400	2	109-F887	Karl Baute dba Amazing Hands Cleaning Services	712 Hildred	CONROE	TX	77303	(936) 718-6757
401	3	109-1149	Afele Nice LLC	3001 Surfside Blvd	Corpus Christi	TX	78402	(832) 869-8867

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402	4	109-1062	C&M Janitorial Cleaning	4202 Fieldview Court	FRESNO	TX	77545	(713) 201-1591
403	5	109-1144	Dominik Travis LLC	8915 Broadway Apt 9148	Houston	TX	77061	(281) 948-2992
404	6	109-1151	Fiallo Property Services, LLC	3309 Beran Dr	Houston	TX	77045	(832) 964-5709
405	7	109-1176	Haynes Clean Up Team Up Services LLC	11819 Greenloch	Houston	TX	77044	(281) 458-5230
406	8	109-F902	Herli Barahona	13903 Bonington Dr	HOUSTON	TX	77034	(832) 884-4483
407	9	109-1129	Jodie's Cleaning Services LLC	3502 Canvassback Lane	Houston	TX	77047	(281) 777-6471
408	10	109-996	Jose A Martinez	11102 Longcommon Dr	HOUSTON	TX	77099	(713) 259-5527
409	11	109-1130	Lightening Cleaning Services LLC	764 Paul Quinn Dr	Houston	TX	77091	(713) 360-7793
410	12	109-1116	Lockett's Janitorial & Floor Services LLC	8811 Boone Rd	HOUSTON	TX	77099	(832) 628-3219
411	13	109-F923	Marshall & Faith Coble	13723 Rampchester Lane	Houston	TX	77015	(832) 213-9869
412	14	109-F629	Ofelia Sanchez	2301 Detering	HOUSTON	TX	77007	(832) 738-0421
413	15	109-502	Rubiela Gutierrez	6607 Seegers Trail Drive	Houston	TX	77066	(281) 895-8697
414	16	109-1141	Crossway Cleaning Services LLC	20602 Fieldtree Dr	HUMBLE	TX	77338	(281) 446-0466
415	17	109-1112	Davidson Distributing, LLC	3206 Riviera Lane	HUMBLE	TX	77338	(281) 852-3736
416	18	109-1069	Tonyia Menard	815 Ferrari Dr	HUMBLE	TX	77396	(713) 296-0791
417	19	109-1152	Brown Bag Property Management LLC	1251 Pinoak Dr #131-131	KATY	TX	77494	(832) 317-8443
418	20	109-1125	S & S Cleaning Services LLC	2425 Katy Flewellen Apt 1111	KATY	TX	77494	(832) 878-5965
419	21	109-1142	DNR Janitorial Services of South Texas, LLC	3501 North 34th	MCALLEN	TX	78503	(956) 280-2652
420	22	109-1119	A Cleaning Experience LLC	1515 Hilton Head Dr	MISSOURI CITY	TX	77459	(832) 744-4507
421	23	109-T882	Andres Coronado	1046 W Village Ct Apt A	PASADENA	TX	77506	(713) 472-4170
422	24	109-1085	Janet Rodriguez dba Janrod	PO Box 15	PASADENA	TX	77501	(713) 240-7497
423	25	109-441	Jorge & Yolanda Gonzales	1310 Ave G	South Houston	TX	77587	(713) 910-4798
424	26	109-1078	Doria Griffin dba Griffin Cleaning Service	3026 Lincolns Meadow Drive	SPRING	TX	77373	(281) 889-8666
425	27	109-1124	Fiorella's Cleaning LLC	83 Marabou Place	The Woodlands	TX	77380	(908) 370-9885
CALIFORNIA - SACRAMENTO SUPPORT CENTER								
426	1	110-1152	Addis Cleaning Service	8619 Chamonix Way	ANTELOPE	CA	95843	(916) 225-2616
427	2	110-1166	Khou Chang Cleaning Services LLC	286 Judy Drive	ATWATER	CA	95301	(209) 354-9202
428	3	110-1156	A-1 Capitol Cleaning Solutions, LLC	9377 Hoyleton Way	ELK GROVE	CA	95758	(916) 534-2417
429	4	110-1188	Sam's Janitorial Service LLC	8510 Orchard Creek Way	ELK GROVE	CA	95624	(916) 544-1874
430	5	110-1198	Sparkle It LLC	6905 Castro Verde Way	ELK GROVE	CA	95757	(916) 670-0803
431	6	110-1189	Superior Cleaning Services LLC	16444 Manthey Dr	LATHROP	CA	95330	(209) 263-5397
432	7	110-447T	Gayee Ko Vue	6119 Dunning Ave	MARYSVILLE	CA	95901	(530) 749-9596
433	8	110-1089	Ji Her	6114 Spinnaker Way	MARYSVILLE	CA	95901	(530) 218-1025
434	9	110-1118	Modern Janitorial Services	6320 Jordon Drive	MARYSVILLE	CA	95901	(530) 749-2616

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
435	10	125-F1030	Serafin Sanchez	429 Vargus Ct	MERCED	CA	95340	(209) 726-8452
436	11	125-F972	Vang Pao and Kennedy Xiong	1253 Baxter Drive	MERCED	CA	95341	(209) 723-2453
437	12	110-1191	Albert's Cleaning Services LLC	1229 Brighton Ave Apt 132	MODESTO	CA	95355	(209) 614-7706
438	13	125-T1020	Ismael Soto	620 Herndon Road	MODESTO	CA	95351	(209) 568-6328
439	14	110-1136	General Health Care Cleaning Services	10421 El Mercado Dr Apt E	Rancho Cordova	CA	95670	(916) 519-9172
440	15	110-1205	Castellanos Cleaning Services LLC	4036 Andedon Cir	SACRAMENTO	CA	95826	(916) 247-7576
441	16	110-1170	G&Y Cleaners, LLC	8688 Ardith Drive	SACRAMENTO	CA	95828	(916) 549-4102
442	17	110-1194	GMC Environmental Services LLC	4749 College Oak Drive	SACRAMENTO	CA	95841	(916) 695-5842
443	18	110-1144	Kendrick Lamar Jones dba K & J's Janitorial & Maintenance	P O Box 231243	SACRAMENTO	CA	95823	(916) 468-2121
444	19	110-F561	Lang Vue	4929 Ferigo Ln	SACRAMENTO	CA	95841	(916) 339-3405
445	20	110-1131	Ram B Singh dba RBS Environment Svcs	7913 Deer Lake Drive	SACRAMENTO	CA	95823	(916) 757-9475
446	21	110-F520	Sashi Nandan	3988 26th Avenue	Sacramento	CA	95820	(916) 451-8531
447	22	110-1239	SJ Cleaning Bright LLC	3545 41st Ave Apt 14	SACRAMENTO	CA	95824	(863) 709-4020
448	23	110-1196	Tai Tong Janitorial LLC	8888 Carlisle Ave	SACRAMENTO	CA	95828	(916) 996-9583
449	24	110-F564	Zong Yang	8554 Danridge Drive	SACRAMENTO	CA	95828	(916) 230-6199
450	25	125-F957	Apolonio Rodriguez	1750 Valmora Drive	STOCKTON	CA	95210	(209) 271-4618
451	26	110-1165	CLP Janitorial Services LLC	1837 Lever Blvd	STOCKTON	CA	95206	(209) 762-2484
452	27	125-928	Enriqueta Garcia	1818 Stanford Avenue	STOCKTON	CA	95205	(209) 469-3776
453	28	125-T977	Gabriel Martin	739 Laurel Street	Stockton	CA	95205	(209) 938-0947
454	29	125-F1018	John Cherry	P O Box 32172	STOCKTON	CA	95213	(209) 483-4870
455	30	125-F1029	John Tarawali	1433 Donati Circle	STOCKTON	CA	95206	(209) 489-6779
456	31	110-1193	Ultimate Environmental Services LLC	6509 Crestview Circle	STOCKTON	CA	95219	(209) 951-1084
457	32	110-1195	YingYang Environmental Services LLC	6068 N Winton Way	WINTON	CA	95388	(209) 261-6198
458	33	110-1119	David Lee Blanton Jr dba DLB Cleaning Services	105 Friske Street	WOODLAND	CA	95695	(530) 668-1808
459	34	110-1108	Mario Damian	401 Elizabeth Way	WOODLAND	CA	95695	(530) 402-6260
NEW YORK - LONG ISLAND SUPPORT CENTER								
460	1	111-743	Canada Enterprises, Inc	12 Maple Drive	AMITYVILLE	NY	11701	(618) 715-0655
461	2	111-721	Titina93 Corp	32-58 47th Street	ASTORIA	NY	11103	(347) 303-9594
462	3	111-F664	Rosales Cleaning Corp	2501 Grand Avenue	Baldwin	NY	11510	(516) 655-7916
463	4	111-767	One Stop Cleaning Service, LLC	676 Spur Drive	BAY SHORE	NY	11706	(516) 434-0235
464	5	111-796	Bright and Clean Cleaning Services, LLC	158 Charter Oaks Avenue	BRENTWOOD	NY	11717	(631) 522-2033
465	6	111-F309	Julian Cleaning Service	510 Jefferson Ave	Brooklyn	NY	11221	(347) 607-2003
466	7	111-782	Klass 3 Inc	54 Bristol Street	BROOKLYN	NY	11212	(347) 314-9434
467	8	111-795	Lexus All Season Cleaning Service, LLC	3305 Foster Avenue	BROOKLYN	NY	11210	(917) 474-7350
468	9	111-752	M J Cleaners, Inc	494 East 43rd Street	BROOKLYN	NY	11203	(347) 948-0676

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469	10	111-729	Preito Curvan	66 St Pauls Pl 2D	BROOKLYN	NY	11226	(718) 607-3438
470	11	111-F649	Cesar Arias	42-25 Hampton Street	Elmhurst	NY	11373	(347) 617-5973
471	12	111-787	RMC Select LLC	141-24 79th Avenue	FLUSHING	NY	11367	(917) 482-7336
472	13	111-785	Green Stream Cleaning LLC	100 South Bay View Avenue	FREEPORT	NY	11520	(516) 450-0018
473	14	111-764	JC Cleaning Corp	22 Pearsall Avenue	FREEPORT	NY	11520	(516) 225-5814
474	15	111-F640	360, LLC	6902 C 186th Lane	Fresh Meadows	NY	11365	(718) 969-5809
475	16	111-F595	Doodnauth P S Sooroojnau	90-61 204 Ave	HOLLIS	NY	11423	(347) 605-1821
476	17	111-803	Ang Maintenance LLC	345 Maplewood St	ISLIP TERRACE	NY	11752	(631) 415-8248
477	18	111-F608	George Olmo	37-37 88th Street #B9	Jackson Heights	NY	11372	(917) 420-2000
478	19	111-750	BNS Commercial and Residential Cleaning, Inc	89-15 Parsons Blvd	JAMAICA	NY	11432	(347) 476-2774
479	20	111-F629	Yolanda Santiago	19 Richlee Court	Mineola	NY	11501	(516) 547-4263
480	21	111-710	Emmanuel Marthone	93-15 Vanderveer Street	QUEENS VILLAGE	NY	11428	(718) 217-8147
481	22	111-744	Priority Cleaning Services, Inc	118-56 Farmers Blvd	SAINT ALBANS	NY	11412	(646) 573-7100
482	23	111-800	Believe Me True Cleaning Inc	1140 Front St Apt G5	UNIONDALE	NY	11553	(516) 830-8679
483	24	111-F642	Gustavo Grados	173 Willetts Avenue	West Hempstead	NY	11552	(516) 279-4564
484	25	111-F686	Luz E Ospina	158 Regent Place	West Hempstead	NY	11552	(718) 926-2554
485	26	111-T658	Muller A Villacorta	829 Oliver Avenue	Westbury	NY	11590	(516) 444-5249
486	27	111-766	Janssica Management, LLC	116 Fieldstone Court	SAYLORSBURG	PA	18353	(917) 299-9501
OHIO - COLUMBUS SUPPORT CENTER								
487	1	114-F323	Alvin Wilson dba Spot Free	2848 Kingsrowe Court	COLUMBUS	OH	43209	(614) 370-6279
488	2	114-F378	David Fansler	800 S Burgess Ave	COLUMBUS	OH	43204	(614) 263-7515
489	3	114-650	Deborah Johnson Mohammed dba Victory Cleaning Services	772 E Mound St	COLUMBUS	OH	43205	(614) 937-2709
490	4	114-743	Dres Janitorial service LLC	2350 Bancraft St	COLUMBUS	OH	43211	(419) 239-3224
491	5	114-F407	Edward Cross	1209 Kelburn Rd , Apt C	COLUMBUS	OH	43227	(614) 837-1245
492	6	114-F457	Francis Asamoah	3427 Greenwich Street	Columbus	OH	43224	(614) 267-4197
493	7	114-F262	Gerald Bagford	5236 Greensedge Way	COLUMBUS	OH	43220	(614) 459-4094
494	8	114-717	H & F Cleaning LLC	4425 Caldwood Dr	COLUMBUS	OH	43231	(712) 259-8774
495	9	114-665	Hands of Grace Cleaning Services, LLC	3062 Charlotte Dr	COLUMBUS	OH	43224	(614) 822-0001
496	10	114-F339	John Schwartz	PO Box 340598	COLUMBUS	OH	43234	(614) 519-6874
497	11	114-F498	Jonathan Hughes Jr	PO Box 32180	Columbus	OH	43232	(614) 332-8025
498	12	114-F561	Malick Seck	3735 Kimberly Parkway N	COLUMBUS	OH	43232	(614) 582-5306
499	13	114-F363	Olusola T Otasanya	3038 Jetstream Drive	Columbus	OH	43231	(614) 890-1441
500	14	114-F243	Peter Macharia	1690 Ferris Road	COLUMBUS	OH	43224	(614) 841-0635
501	15	114-F413	Quinn Carter	3547 Redclover Place	Columbus	OH	43224	(614) 478-5204
502	16	114-F542	Sarah Jenkins	1620 Courtright Rd	COLUMBUS	OH	43227	(614) 622-7377

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503	17	114-704	Agape Cleaning Services, LLC	318 Iroquois Park Pl	GAHANNA	OH	43230	(614) 377-3110
504	18	114-671	Eleta Cleaning Services, LLC	5995 Cork County Dr	GALLOWAY	OH	43119	(614) 381-6892
505	19	114-F381	Nii Ankrah	5847 Whitehaven Drive	GALLOWAY	OH	43119	(614) 929-0448
506	20	114-612	Rugiatu Kargbo	2673 Homebridge Drive	HILLIARD	OH	43026	(614) 921-8418
507	21	114-F575	Myron Webb	383 North Mulberry Street	Mansfield	OH	44903	(419) 610-6076
508	22	114-664	Matthew's Professional Cleaning And Floor Care, LLC	12401 Park Road	ORIENT	OH	43146	(614) 570-1287
509	23	114-F102	GEORGE SIMMONS	9159 Daysprings Court	PICKERINGTON	OH	43147	(740) 927-0895
510	24	114-F176	Sankofa Services	793 Middlebury Way	POWELL	OH	43065	(740) 881-6818
511	25	114-F557	Cherie Bondurant	1392 Hentz Drive	REYNOLDSBURG	OH	43068	(614) 323-2051
512	26	114-667	Total Care Cleaning Service, LLC	6584 Portsmouth Dr	REYNOLDSBURG	OH	43068	(614) 218-8291
513	27	114-F153T	Nite Crew Services	855 Lakeland Drive	WESTERVILLE	OH	43081	
514	28	114-F578	Best Cleaning Service	1097 Irongate Lane Apt F	WHITEHALL	OH	43213	(614) 458-8804
515	29	114-681	BASA Transportation, LLC	2001 Church Hill Drive	MORGANTOWN	WV	26505	(614) 736-2091
CALIFORNIA - ORANGE COUNTY SUPPORT CENTER								
516	1	115-F686	Sok N Ken	570 W Vermont Ave	ANAHEIM	CA	92805	(714) 333-7786
517	2	115-F609	Ray Morales	P O Box 2952	Bell Gardens	CA	90202	(562) 631-4605
518	3	115-F771	Eileen Davis	6541 Sequoia Dr	BUENA PARK	CA	90620	(714) 323-9146
519	4	115-F159T	Carlos Acevedo	P O Box 831	Fullerton	CA	92836	(714) 457-0754
520	5	115-804	Ray P Santos	11030 Camellia Way	GARDEN GROVE	CA	92840	(714) 376-0849
521	6	115-257TT	DaDa Ojeisekhoba	2403 W 129th St	GARDENA	CA	90249	(949) 228-1819
522	7	115-360A	Luis Delgado	25092 Farthing #61	LAKE FOREST	CA	92630	(949) 243-2792
523	8	115-F779	Martir Aristides Rodriguez	2122 Earl Ave	Long Beach	CA	90806	(562) 277-4994
524	9	115-819	Yolanda Ramos De Alcala dba Y D K Professional Cleaning	316 Cherry Ave #203	LONG BEACH	CA	90802	(562) 673-8983
525	10	115-F683	Susana Brittos	6075 David Ave Apt 4	LOS ANGELES	CA	90034	(949) 370-9928
526	11	115-410A	Juan Molina	23991 Calle Estilo	MISSION VIEJO	CA	92691	(949) 230-0363
527	12	115-F717	Demetrio G Olvera Diaz	202 E Hoover Ave	ORANGE	CA	92867	(714) 278-7818
528	13	115-F674	Felipa Salazar Mexicano	700 W 3rd St Apt B113	SANTA ANA	CA	92701	(714) 398-7752
529	14	115-816	Valadez Cleaning Service	6652 Trask Ave	WESTMINSTER	CA	92683	(714) 588-0982
FLORIDA - FORT MYERS SUPPORT CENTER								
530	1	116-935	MB Commercial Cleaning Services LLC	10901 Citrus Dr	BONITA SPRINGS	FL	34135	(239) 745-8222
531	2	116-897	Ana D Hernandez dba ODCD Cleaning Service	223 NW 22nd Ct	CAPE CORAL	FL	33993	(239) 841-3228
532	3	116-945	Divine Professional Cleaning LLC	800 SW 6th Ave	CAPE CORAL	FL	33991	(239) 471-6404
533	4	116-947	Environmental Building Services LLC	1432 SE 29 Terrace	CAPE CORAL	FL	33904	(585) 414-5247
534	5	116-F799	Franklin McIntosh	2808 NE 5th Pl	Cape Coral	FL	33909	(239) 745-2514

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535	6	116-917	J&B SWFL Cleaning Services	2130 SE 5th Terr	CAPE CORAL	FL	33990	(239) 989-3661
536	7	116-948	Jandsco Com LLC	1809 Academy Blvd	CAPE CORAL	FL	33990	(239) 878-2417
537	8	116-931	L & F Professional Cleaning LLC	428 NE 16th PL	CAPE CORAL	FL	33909	(239) 745-1670
538	9	116-856	M and D Precision Cleaning Services	2015 NW 33rd Ave	CAPE CORAL	FL	33993	(239) 888-6759
539	10	116-938	Yairen Cleaning Services LLC	411 NE Juanita Place	CAPE CORAL	FL	33909	(239) 628-9302
540	11	116-885	Patricia Anne Mccullough dba A & P Cleaning Services	3015 Broadway	FORT MYERS	FL	33901	(239) 785-0910
541	12	116-890	Polished II Perfection, LLC	P O Box 62222	FORT MYERS	FL	33906	(239) 600-5718
542	13	116-905	Ratonda White dba Peace Of Mind Cleaning	12913 4th Street	FORT MYERS	FL	33905	(239) 245-4109
543	14	116-956	SD Professional Cleaning LLC	4259 Bellasol Cir # 2022	FORT MYERS	FL	33916	(239) 785-8894
544	15	116-915	Vimarnsawan Phomphakdy dba C-V-P Cleaning Co	3401 Winkler Ave Apt107	FORT MYERS	FL	33916	(239) 682-4330
545	16	116-932	ZeeZee, Inc	5378 Hawks Landing Dr Apt 306	FORT MYERS	FL	33907	(239) 384-0515
546	17	116-946	A & F Professional Cleaning LLC	3908 18th St W	LEHIGH ACRES	FL	33971	(239) 471-8255
547	18	116-966	Golden Professional Cleaning Services LLC	108 Harold Ave South	LEHIGH ACRES	FL	33973	(561) 983-2183
548	19	116-T704	Jorge Vargas	601 E Cleveland Lane	LEHIGH ACRES	FL	33936	(239) 810-7111
549	20	116-954	JT Commercial Cleaning Services LLC	4106 27 St SW	LEHIGH ACRES	FL	33976	(239) 292-5858
550	21	116-968	Spotless Machine LLC	505 Bougainvillea Rd West	LEHIGH ACRES	FL	33936	(954) 628-2478
551	22	116-F779	United Cleaning of SWF	4720 22nd St SW	LEHIGH ACRES	FL	33973	(239) 357-7935
552	23	116-F791	Marilyn Cancino	1633 SW 138th Place	MIAMI	FL	33175	(305) 796-3272
553	24	116-F633	E & L Cleaning	4502 Cardinova Cove	NAPLES	FL	34114	(239) 344-9966
554	25	116-924	JD Professional Cleaning Services, LLC	2980 6th St NW	NAPLES	FL	34120	(239) 285-0676
555	26	116-944	KNC Professional Cleaning LLC	5350 21 PL SW	NAPLES	FL	34116	(786) 510-7775
556	27	116-891	M & P Commercial Cleaning	5576 Jonquil Circle #202	NAPLES	FL	34109	(239) 687-6962
557	28	116-978	Universe Cleaning LLC	1541 Birdie Dr	NAPLES	FL	34120	(239) 601-7730
OHIO - CINCINNATI SUPPORT CENTER								
558	1	119-959	Image HD Cleaning, LLC	264 Berkhardt Ave	Arlington Heights	OH	45215	(513) 497-1054
559	2	119-1057	AWF Cleaning Service, LLC	3854 Vine St	Cincinnati	OH	45217	(513) 250-9392
560	3	119-F860	Bonafide Enterprise, LLC	1513 South Ridge Lane	CINCINNATI	OH	45231	(513) 693-7831
561	4	119-966	Fast Lane Cleaning, LLC	199 Craft Street	CINCINNATI	OH	45232	(513) 213-3374
562	5	119-F731	Harry Lackey	1730 Garden Lane #5	CINCINNATI	OH	45237	(513) 213-1545
563	6	119-F702	Kimball Larkins	2733 East Towers Drive	CINCINNATI	OH	45238	(513) 390-9387
564	7	119-907	Manuel Enterprises, LLC	5815 Chandler St	CINCINNATI	OH	45227	(513) 504-3567
565	8	119-935	Norman J Larkins	5255 Orchard Ridge Ct	CINCINNATI	OH	45239	(513) 390-8779

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566	9	119-967	Personal Touch Network Cleaning, LLC	917 Fairbanks Avenue	CINCINNATI	OH	45205	(513) 551-0285
567	10	119-662	Timothy Davis	9759 Overview Lane	Cincinnati	OH	45231	(513) 521-4113
568	11	119-364	Norris McDaniel	522 Kenwood Avenue	Dayton	OH	45406	(937) 275-2025
569	12	119-918	Irina S Ni	6636 Honeysuckle Lane	MAINEVILLE	OH	45039	(513) 284-7211
570	13	119-924	Ana Martinez	6342 Church View Lane	WEST CHESTER	OH	45069	(513) 444-8139
WISCONSIN - MADISON SUPPORT CENTER								
571	1	124-759	Ricardo G Guzman	6526 Doral Circle	FITCHBURG	WI	53719	(608) 575-7964
572	2	124-787	Thao Cleaning Services, LLC	1121 8th Street South	LA CROSSE	WI	54601	(608) 797-9536
573	3	124-F624	Angela Espinoza and Jorge Irigoyen	30 Heritage Circle Apt 10	MADISON	WI	53711	(608) 333-9594
574	4	124-F635	Cristina Fernandez	206 Murley Drive	Madison	WI	53718	(608) 245-1004
575	5	124-776	Francisco Miranda Valero	2106 Aberg Avenue	MADISON	WI	53704	(608) 698-2634
576	6	124-F556	Jose P Bravo and Nancy C Carozza	8606 Greenway Blvd Apt #202	MIDDLETON	WI	53562	(608) 831-4863
577	7	124-811	R & T Maintenance & Services, LLC	210 Thomson Lane	OREGON	WI	53575	(608) 630-7462
578	8	124-T688	Bryan Bruheim	223 Franklin Street	SAUK CITY	WI	53583	(608) 370-2418
579	9	124-794	Nancy Yang Db North Point Cleaning	317 Verrill Street	STEVENS POINT	WI	54481	(715) 498-1077
580	10	124-774	Sengkhom Sayasavanh	716 Steuben Street	WAUSAU	WI	54403	(715) 212-2092
CALIFORNIA - SAN BERNARDINO SUPPORT CENTER								
581	1	126-F1270	Carmen Rosa Fernandez	15374 Erie Road	Apple Valley	CA	92307	(760) 694-0020
582	2	126-F1254	Freddie Edgar	13677 Havasu road	APPLE VALLEY	CA	92308	(909) 991-1840
583	3	126-F1188	Blanca Barrio	30136 San Luis Rey	Cathedral City	CA	92234	(760) 325-9237
584	4	126-T1183	Mohammad Julian Imran	4992 Glenview St	CHINO HILLS	CA	91709	(951) 271-1537
585	5	126-F1255	Glenn Walewangko	604 San Anselmo Avenue	COLTON	CA	92324	(909) 885-3601
586	6	126-1375	Donald Eskridge dba Eskridge Cleaning Service	2261 Indigo Hills #2	CORONA	CA	92879	(626) 533-2847
587	7	126-1148A	Nancy Arceo	25375 Corral Canyon Road	CORONA	CA	92883	(909) 518-3794
588	8	126-1400	Tina's Dustbusters LLC	13016 Mew Circle	CORONA	CA	92883	(951) 818-5866
589	9	126-1303	Jose Jesse Contreras	831 N Grandview Ave	COVINA	CA	91723	(626) 825-7221
590	10	126-F1249	Bemmy Piring	16880 Scioto Place	Fontana	CA	92336	(213) 281-1819
591	11	126-1378	Booker Cleaning Service	10788 Mint Leaf Way	FONTANA	CA	92337	(909) 231-5141
592	12	126-1362	Lidia E Fregoso dba Complete Janitorial Services	14398 Chaparral Avenue	FONTANA	CA	92337	(909) 287-6348
593	13	126-T1237	Maritza Velazquez	17062 Fern Street	FONTANA	CA	92336	(909) 434-1182
594	14	126-F1261	Ramiro Alba-Manriquez	P O Box 2362	FONTANA	CA	92334	(909) 275-1149
595	15	126-1304	Martha Alicia Aceves Amaya	3073 Oradon Way	HEMET	CA	92545	(951) 665-4824
596	16	126-1338	Jesus De Leon	14384 Birchwood Drive	HESPERIA	CA	92344	(626) 780-4470
597	17	126-1322	Moses R Sais	33542 Cedar Creek Lane	LAKE ELSINORE	CA	92532	(626) 488-9045
598	18	126-F1260	Vicente Guevara	6148 Anna way	LOS ANGELES	CA	90042	(323) 258-1635

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
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FROM JANUARY 1, 2016 TO DECEMBER 31, 2016

		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
599	19	126-1330	Brenda Lafaye Buck-Reynolds	23672 Blooming Meadow Rd	Moreno Valley	CA	92557	(951) 796-8402
600	20	126-1118	Chong Lee	21411 Tyler Rd	Moreno Valley	CA	92557	(909) 824-8182
601	21	126-1354	Demetrius Dwayne Dennis	14175 San Cristobal Bay Drive	Moreno Valley	CA	92553	(310) 946-7848
602	22	126-1337	Edwin Roberto Barrios	13139 TwinFlower Ct	Moreno Valley	CA	92553	(951) 243-5270
603	23	126-1403	G and N Cleaning Services Inc	21550 Box Springs Rd Apt 2026	Moreno Valley	CA	92557	(951) 215-1093
604	24	126-F1157	Genesis Christian Fellowsh	P O Box 363	Moreno Valley	CA	92556	(951) 453-5188
605	25	126-1099	Tommy Root	22985 Climbing Rose apt 126	Moreno Valley	CA	92557	(951) 251-3023
606	26	126-1113	Silvester Gant	300 S Calle El Segundo Apt #10	PALM SPRINGS	CA	92262	(760) 449-6458
607	27	126-F1233	Jose Mejias	3554 Pillar Court	Perris	CA	92570	(951) 940-4650
608	28	126-F1296	Daniel Jay Mennealy Jr	1375 Singingwood Ave	POMONA	CA	91767	(909) 638-8914
609	29	126-1339	Fausto Morales	464 Monterrey Avenue	POMONA	CA	91768	(909) 629-9347
610	30	126-1366	F3CJF, LLC	12334 Lusitano Court	Rancho Cucamonga	CA	91739	(909) 993-4321
611	31	126-F1213	Jordanz Enterprise Inc	26448 Redlands Blvd #20	REDLANDS	CA	92373	(909) 645-7036
612	32	126-1333	Ruth Corina Velasquez	1001 Pine Ave Apt 22	REDLANDS	CA	92373	(909) 212-4215
613	33	126-F1295	Juan Carlos Baeza	1077 W Huff Street	RIALTO	CA	92376	(909) 440-5045
614	34	126-F1292	Abelardo Lopez	2544 Cathy Ave	RIVERSIDE	CA	91768	(951) 241-6160
615	35	126-1180A	Carl Johnson	3573 Gwinnett Dr	Riverside	CA	92503	(714) 814-6800
616	36	126-1343	David D Lua	8942 Colorado Ave	RIVERSIDE	CA	92503	(951) 207-1932
617	37	126-F1253	Enriqueta Velasquez	5660 Encenada Way	RIVERSIDE	CA	92504	(909) 874-7181
618	38	126-F1218	Felix Singal	9120 Audrey Ave	RIVERSIDE	CA	92503	(951) 275-2100
619	39	126-1342	Francisca Zamora	3514 Jackson Street	RIVERSIDE	CA	92503	(951) 352-4629
620	40	126-1308	Irma Naranjo	7807 California Ave	RIVERSIDE	CA	92504	(951) 284-9512
621	41	126-F1294	Laura Y Josiah	17641 Morning Sun Court	RIVERSIDE	CA	92503	(951) 552-4729
622	42	126-F1204	Paula Madora	5425 35th Street	RIVERSIDE	CA	92509	(951) 236-5344
623	43	126-F1193	Tyrone Noland	17985 Parsons Rd	RIVERSIDE	CA	92508	(951) 229-7309
624	44	126-1061T	Alvin Robinson	3906 Dwight Way	San Bernardino	CA	92404	(909) 519-3334
625	45	126-1100	Arun Sharma	1480 E Marshall Blvd #6	San Bernardino	CA	92404	(909) 524-9626
626	46	126-1051T	Jorge Rosales	2056 Harrington Ave	San Bernardino	CA	92411	(909) 887-0461
627	47	126-1341	Maria A Nieto	2505 Foothill Blvd #15	San Bernardino	CA	92410	(909) 333-9470
628	48	126-1326	Jesus Castellanos	1984 BRONTE ROAD	SAN JACINTO	CA	92583	(951) 488-8258
629	49	126-F1209	Moises Ramirez	1422 Willowstone Ct	SAN JACINTO	CA	92582	(909) 708-0246
630	50	126-F1273	Corliss R McCowen	433 Tyler Way Unit C	UPLAND	CA	91786	(909) 949-7395
631	51	126-1311	ACVI Group Corporation	12351 Caballero Drive	VICTORVILLE	CA	92392	(760) 684-2345
632	52	126-1384	Arrowhead Janitorial Services, LLC	31816 Avenue E #125	YUCAIPA	CA	92399	(909) 801-4157
NEVADA - LAS VEGAS SUPPORT CENTER								
633	1	127-F502	Stanley Morris	31038 Nebraska St	LAKE ELSINORE	CA	92530	(702) 578-7055

Exhibit E to Janitorial Franchise Disclosure Document

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
634	2	127-3210	Snowden Commercial Cleaning, LLC	637 w 48th st	LOS ANGELES	CA	90037	(310) 806-5835
635	3	127-3236	Zaren Services, LLC	1601 Barton Rd #2809	REDLANDS	CA	92373	(702) 201-7903
636	4	127-3233	JW Comercial Cleaning, LLC	7873 Carlton Arms Rd	INDIANAPOLIS	IN	46256	(702) 588-4428
637	5	127-3251	Davis Enterprises, LLC	2489 Wild Ambrosia Avenue	HENDERSON	NV	89074	(702) 728-7438
638	6	127-3266	Immaculate Cleaning Experts, LLC	930 Carnegie St Apt 128	HENDERSON	NV	89052	(870) 581-7389
639	7	127-156T	Joel Barrios	1009 Center St	HENDERSON	NV	89015	(702) 241-3646
640	8	127-3247	TBG Cleaning Systems, LLC	10120 S Eastern Ave Suite # 200	HENDERSON	NV	89052	(202) 809-0453
641	9	127-3231	Dayna's Cleaning Services, LLC	892 King Richard Ave	LAS VEGAS	NV	89119	(702) 754-7908
642	10	127-357	Diego Bessie	3943 Chutney St	LAS VEGAS	NV	89121	(702) 279-5438
643	11	127-3248	Dirt-B-Gone LLC	5742 Roundrock Dr	LAS VEGAS	NV	89142	(702) 542-8037
644	12	127-F418	Edna C Aquino	8084 Tolbooth St	LAS VEGAS	NV	89139	(702) 249-3156
645	13	127-3212	Guadalupe Lopez dba Lupitas Cleaning Offices	6770 Council Heights Way	LAS VEGAS	NV	89142	(702) 724-4449
646	14	127-3242	Owens Enterprise LLC	2192 S Nellis Blvd	LAS VEGAS	NV	89104	(330) 261-1877
647	15	127-F468	Perfection Office Cleaning LLC	8665 West Flamingo Rd	Las Vegas	NV	89147	(323) 252-3501
648	16	127-3175	Rafael Tapia	4663 Livermore Ave	LAS VEGAS	NV	89120	(702) 445-3652
649	17	127-F524	Rita Johnson	5218 Swenson Rd	LAS VEGAS	NV	89119	(702) 245-8480
650	18	127-3253	Ronald's Cleaning Services LLC	3644 S Fort Apache Rd -Apt #2003	LAS VEGAS	NV	89147	(702) 583-1407
651	19	127-3201	Pacific Building Care Solutions, LLC	2848 Swanson Ave	North Las Vegas	NV	89086	(702) 538-1576
MICHIGAN - DETROIT SUPPORT CENTER								
652	1	134-1118	Aarons Way Logistics, LLC	46462 Aarons Way	CANTON	MI	48188	(734) 895-5119
653	2	134-F502	See-J Building Service Contractor LLC	34735 East Marino Court	CHESTERFIELD	MI	48047	(586) 453-9639
654	3	134-1179	MKM Cleaning Services LLC	43121 Carlyle Place Dr Apt 206	Clinton Township	MI	48038	(586) 610-8077
655	4	134-1106	Albert Bass	12930 Winthrop Street	DETROIT	MI	48227	(313) 645-0436
656	5	134-F956	BB's Cleaning SVCS, LLC	7742 Clayburn st	DETROIT	MI	48228	(248) 247-4724
657	6	134-1195	C J R Services LLC	15826 Evanston	DETROIT	MI	48224	(313) 926-0729
658	7	134-1180	Germany's Commercial Cleaning Services LLC	20019 Keystone	DETROIT	MI	48234	(313) 642-3887
659	8	134-1169	Health Cleaning Services, LLC	6549 16th Street	DETROIT	MI	48208	(586) 443-3930
660	9	134-1132	Mine All Mine Enterprize, LLC	18896 Dean Street	DETROIT	MI	48234	(313) 828-9097
661	10	134-1203	Ready-Clean LLC	8301 Cloverlawn	DETROIT	MI	48204	(313) 544-0584
662	11	134-1152	Royal T Commercial Cleaning Services, LLC	15762 Ohio Street	DETROIT	MI	48238	(248) 985-9111
663	12	134-1133	RRB Enterprise LLC	11858 Laing Street	DETROIT	MI	48224	(313) 303-4801
664	13	134-F991	S & L Cleaning Co , Inc	18476 Blackmor	Detroit	MI	48234	(313) 575-6931

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
665	14	134-F279	TAURUS CLEANING SERVICE	17341 Winthrop	Detroit	MI	48235	(313) 815-5956
666	15	134-F848	Tolice Smith	14766 Holmur	DETROIT	MI	48238	(313) 539-2229
667	16	134-1134	D&J Janitorial Services, LLC	PO Box 8277	EASTPOINTE	MI	48021	(313) 510-4905
668	17	134-1200	Gutierrez Group LLC	21849 Firwood	EASTPOINTE	MI	48021	(586) 745-5947
669	18	134-1168	C&N Cleaning Service, Inc	30308 Kimberly Court	FARMINGTON HILLS	MI	48336	(678) 200-3800
670	19	134-1238	Olan Enterprises LLC	21231 N King Place	FERNDAL	MI	48220	(248) 444-6483
671	20	134-1155	A-1 Cleaning Company, LLC	4395 Farnum	INKSTER	MI	48141	(734) 306-2361
672	21	134-1082	Phong Yang	4142 Windward Drive	LANSING	MI	48911	(517) 449-3477
673	22	134-1091	OKEIFE, LLC	27540 Barkley	LIVONIA	MI	48154	(586) 214-9200
674	23	134-F824	Erikus Enterprises, Inc	31244 Spring Lake Blvd Apt 3208	NOVI	MI	48377	(248) 982-6532
675	24	134-1131	Charles and Tiffany Elite LLC	15075 Lincoln Street	OAK PARK	MI	48237	(313) 978-3441
676	25	134-1171	Equidistant LLC	24280 Ridgedale Street	OAK PARK	MI	48237	(310) 220-9735
677	26	134-F1047	New Age Investments, LLC	35540 Margaret st Apt#110	ROMULUS	MI	48174	(734) 334-3419
678	27	134-F961	Justin's Construction, Inc	282 Warner Place	Saline	MI	48176	(734) 649-9602
679	28	134-F829	Anita Chappell	30596 Southfield Road Apt 263	SOUTHFIELD	MI	48076	(734) 620-5556
680	29	134-1150	Classic Pro Cleaning Service, LLC	29196 Franklin Hills Dr Apt 103	SOUTHFIELD	MI	48034	(313) 428-0206
681	30	134-F833	Gregory Dumas	25728 Stonycroft	SOUTHFIELD	MI	48033	(248) 910-3042
682	31	134-F416	Pro Scrub, Inc	25746 Catalina	Southfield	MI	48075	(586) 436-0664
683	32	134-1125	SCW Services, LLC	30725 Red Maple Land	SOUTHFIELD	MI	48076	(248) 747-2566
684	33	134-1138	Sullivan's Cleaning Service, LLC	29273 Hayes rd	WARREN	MI	48088	(586) 222-6699
685	34	134-1182	AMJ Cleaning Services LLC	27076 Meadowwood Dt Apt 102	WIXOM	MI	48393	(248) 277-0293
686	35	134-1142	J & G Fernandez Cleaning System Service, LLC	7 Meadow Lane	BROWNSVILLE	TX	78521	(517) 230-7260

GEORGIA - ATLANTA SUPPORT CENTER

687	1	135-398	UTrust Cleaning Services, LLC	3415 Merganser Lane	ALPHARETTA	GA	30022	(678) 488-1929
688	2	135-382	Apeves, LLC	250 Epps Bridge Parkway	ATHENS	GA	30606	(347) 223-7543
689	3	135-324	Ball-N-One Inc	95 Forsyth St SW Unit 5-C	ATLANTA	GA	30303	(404) 844-7160
690	4	135-329	Batista's Cleaning Service LLC	7939 Roswell Rd , Apt D	Atlanta	GA	30350	(404) 399-0213
691	5	135-410	Global Merchandising59 and Associates, LLC	140 Sandalin Lane	ATLANTA	GA	30349	(404) 453-2677
692	6	135-354	Russell Commercial Cleaning Solutions, LLC	691 14th Street	ATLANTA	GA	30318	(504) 352-8409
693	7	135-393	Sheprease Enterprise LLC	2861 Kathryn Court SW	ATLANTA	GA	30331	(478) 444-8127
694	8	135-339	Efia Special Cleaning Services LLC	1325 Six Flags Dr	AUSTELL	GA	30168	(404) 384-7298
695	9	135-346	Martine A Beeblow, LLC	2700 Camp Creek Pkwy #55	COLLEGE PARK	GA	30337	(404) 944-7925

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
696	10	135-F13	Immaculate Janitorial Serv	1209 Rhodes Walk	Conyers	GA	30094	(770) 483-9529
697	11	135-256	Floriver Cleaning Services, LLC	1511 River Chase Trail	DULUTH	GA	30096	(770) 873-9569
698	12	135-403	Gwinnett Professional Cleaning, LLC	2337 Haynes Trace Drive	GRAYSON	GA	30017	(678) 469-3465
699	13	135-321	Atlanta Clean Power LLC	72 Inverness Drive	JONESBORO	GA	30236	(770) 685-8156
700	14	135-F34T	Corbett Leslie Wright dba Clean Wright	7909 Thrailkill Road	Jonesboro	GA	30236	(770) 313-1788
701	15	135-F54T	Randy Etheridge	3687 Chestnut Lake Court	Jonesboro	GA	30238	(404) 317-2911
702	16	135-411	Escobar & Escobar Ltd Co	3392 Fairway Oaks Drive Unit D	LAWRENCEVILLE	GA	30044	(857) 445-7930
703	17	135-F123	Juan Molina	720 Ashley Lane Walk	Lawrenceville	GA	30043	(678) 373-3396
704	18	135-365	Mimi Cleaning Services, LLC	402 Marsh Lake Rd	LAWRENCEVILLE	GA	30045	(470) 535-4667
705	19	135-435	A Plus Clean Sweep, LLC	945 Crestmark Blvd	LITHIA SPRINGS	GA	30122	(470) 330-7311
706	20	135-384	It's Time For Divine Favor LLC	5528 Wellborn Creek Drive	LITHONIA	GA	30058	(678) 687-4686
707	21	135-325	Eco Clean N LLC	2515 Derek Dr SW	MARIETTA	GA	30064	(678) 505-8460
708	22	135-355	Fontenelle Cleaning Service, LLC	2900 Delk Rd SE	MARIETTA	GA	30067	(404) 944-7460
709	23	135-331	New Star Cleaning Service LLC	2650 Bentley Rd Apt 18B	MARIETTA	GA	30067	(404) 437-0602
710	24	135-T149	Paula Garcia	1312 Brandl Drive	Marietta	GA	30008	(678) 659-9426
711	25	135-F168	Ricardo Varga	1479 Bentley Lane	MARIETTA	GA	30067	(404) 259-9521
712	26	135-335	S F Cleaning Services & More, LLC	1937 Brightleaf Way	MARIETTA	GA	30060	(404) 435-9036
713	27	135-418	CMC Enterprise Solutions, LLC	1332 Cochran Crossing	MCDONOUGH	GA	30252	(786) 973-3773
714	28	135-368	LJ Professional Cleaning Service, LLC	236 B Atha Street	MONROE	GA	30655	(901) 205-6765
715	29	135-F5T	Abraham Harris	151 Parkway North Apt #513	NEWNAN	GA	30265	(678) 409-0159
716	30	135-293	Mesmerizing Cleaning Solution, LLC	6239 Barcelona Dr	Peachtree Corners	GA	30092	(470) 767-2448
717	31	135-309	SI & NAS Kleening Svc LLC	4142 Caldera Crossing, SW	Powder Springs	GA	30127	(404) 942-9764
718	32	135-342	Georgia A1 Cleaning, LLC	PO Box 395	ROYSTON	GA	30662	(706) 567-0969
719	33	135-396	Constantly Clean, LLC	304 Summit Place Drive	SANDY SPRINGS	GA	30350	(678) 600-0210
720	34	135-F191	Terry T Mark	188 Smyrna Powder Springs Rd , Apt 8	SMYRNA	GA	30082	(404) 944-0307
721	35	135-347	Southeast Cleaning Pros, LLC	2484 Pine Lake Place	TUCKER	GA	30084	(404) 735-9383
722	36	135-400	GCS Georgia, LLC	7328 Blue Jay Way	UNION CITY	GA	30291	(412) 608-8618
723	37	135-378	Metropolitan Cleaning LLC	101 Cayuse Court	WALESKA	GA	30183	(470) 819-8115
724	38	135-416	Terrells Cleaning Service, LLC	1200 Crawfordville Rd	WHITE PLAINS	GA	30678	(404) 683-3591
725	39	135-330	Vensca LLC	1066 Sutherland Dr	WINDER	GA	30680	(404) 547-6728
726	40	135-255	Health Cleaning Management Services, LLC	1300 N Custer Rd , Apt 6323	ALLEN	TX	75013	(504) 858-5524
LOUISIANA- LOUISIANA SUPPORT CENTER								
727	1	137-289	BNA Cleaning Services, LLC	16530 Morel Ave	BATON ROUGE	LA	70817	(225) 328-4526
728	2	137-300	J & S Cleaning Services, LLC	2862 Drusilla Lane	BATON ROUGE	LA	70809	(470) 422-2987

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¹Melton Franchise Systems, Inc Support Center

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729	3	137-278	Millies Professional Cleaning LLC	3528 E Lousiana State Dr	KENNER	LA	70065	(504) 913-7911
730	4	137-268	Bill Peltier dba Bill Cleaning Service	2431 Oak Park Blvd	LAKE CHARLES	LA	70601	(337) 377-4894
731	5	137-274	BCG Staffing Solutions, LLC	5224 Hearst St	METAIRIE	LA	70001	(985) 237-0697
732	6	137-264	Rockell C McCormick dba Work in Progress Cleaning	926 Lamanche Street	NEW ORLEANS	LA	70117	(504) 221-4910
733	7	137-F217	Scott McMurray	7000 Creswell Rd	SHREVEPORT	LA	71106	(318) 779-9335
VIRGINIA- RICHMOND SUPPORT CENTER								
734	1	138-9730	Brown Family Cleaning Service, LLC	7000 Sillman Dr	CHESTERFIELD	VA	23832	(718) 433-6136
735	2	138-9773	Hillside General Services, LLC	118 Hotchkiss Street	Fredericksburg	VA	22408	(540) 419-3905
736	3	138-9751	Aboe, Inc	801 Kings Passage Dr #4C	HENRICO	VA	23228	(617) 980-0336
737	4	138-FR649	Alma P Wilkerson	4740 Glenfinnian Drive	HENRICO	VA	23231	(804) 929-6496
738	5	138-9834	Nolan Cleaning Enterprise LLC	9184 Cloisters W	HENRICO	VA	23229	(804) 300-6287
739	6	138-9777	Owens & Owens Enterprises LLC	5114 Kemp St	HENRICO	VA	23231	(804) 982-0102
740	7	138-9815	D & S Cleaning Service LLC	2004 St Thomas Road	HOPEWELL	VA	23860	(757) 675-8281
741	8	138-9746	Mona G Thomas dba DMT Cleaning Services	5425 Williams Flauk Ct	LOCUST GROVE	VA	22508	(571) 233-5576
742	9	138-9796	TNT's Immaculate Janitorial Services LLC	14287 Bethany Church Rd	MONTPELIER	VA	23192	(804) 588-8459
743	10	138-9801	AEA Commercial Cleaning Services LLC	2149 Newbourne St	RICHMOND	VA	23223	(804) 248-3070
744	11	138-9769	Clinton Cleaning Services Corp	1119 N 35th Street Apt 2	RICHMOND	VA	23223	(804) 937-5303
745	12	138-9715	Daneka Dickerson	6012 Allerton St	RICHMOND	VA	23234	(804) 591-4374
746	13	138-9804	Extremely Flawless Cleaning Company LLC	3918 Chamberlayne Ave Apt# 48	RICHMOND	VA	23227	(804) 519-0992
747	14	138-9689	J & T Cleaning Service	301 Azalea Ave	RICHMOND	VA	23227	(804) 306-9804
748	15	138-FR642	Jamel Banks	1568 Newell Road	Richmond	VA	23225	(804) 248-5543
749	16	138-9811	JC Janitorial Services LLC	5501 Campbell Ave	RICHMOND	VA	23231	(804) 519-0425
750	17	138-9725	Klean Sweep	4212 Silbury Road	RICHMOND	VA	23234	(434) 414-2709
751	18	138-9802	Renee's Simply Clean LLC	1700 Sizer Rd	RICHMOND	VA	23222	(804) 247-9864
752	19	138-9795	S & S Professional Cleaning Services LLC	9624 Reams Rd	RICHMOND	VA	23236	(804) 937-3780
753	20	138-FR135	Sheila L Battle	6229 Westower Dr	RICHMOND	VA	23225	(804) 780-6008
754	21	138-9784	Smith's Cleaning Business LLC	1107 Althea Pkwy	RICHMOND	VA	23222	(804) 803-4714
755	22	138-9827	S & G Cleaning LLC	200 Crows Nest CV	STAFFORD	VA	22554	(703) 395-7851
VIRGINIA - VIRGINIA BEACH SUPPORT CENTER								
756	1	139-1139	SLWENTERPRISE LLC	4683 HWY 236	North Myrtle Beach	SC	29582	(843) 424-2926
757	2	139-F728	Deem Enterprises	217 Velva Drive	CHESAPEAKE	VA	23325	(757) 325-7472
758	3	139-1021	Kevin Skinner	701 Kempsville Road	CHESAPEAKE	VA	23320	(757) 548-0895

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
759	4	139-1096	Lane's Cleaning Service, Inc	1117 Hull Street	CHESAPEAKE	VA	23324	(757) 560-8533
760	5	139-1155	Take One Cleaning LLC	1 Grady Crescent	CHESAPEAKE	VA	23324	(757) 944-8490
761	6	139-1053	Terri Harris dba Top Notch Cleaning	3500 Mallow Court	CHESAPEAKE	VA	23321	(757) 483-6282
762	7	139-1135	The Certified Development Coaching Group LLC	3800 Poplar Hill Road Suite D	CHESAPEAKE	VA	23321	(757) 484-3000
763	8	139-1112	Todd's Cleaning Business LLC	2908 Elbyrne Court	CHESAPEAKE	VA	23325	(757) 615-6520
764	9	139-F514	UWS, Incorporated	PO Box 1452	Chesapeake	VA	23327	(757) 549-6833
765	10	139-1146	B & L Cleaning Services LLC	3911 Shell Road	HAMPTON	VA	23669	(757) 399-9676
766	11	139-1103	Dank Cleaning Services, LLC	24 Natalie Drive	HAMPTON	VA	23666	(757) 726-3071
767	12	139-1020	Mary B Johnson dba M J Cleaning	1587 Briarfield Rd Apt 74	HAMPTON	VA	23666	(757) 722-4340
768	13	139-1060	Michael Neely dba Neelys Cleaning Service	46 Lake Field Crossing	HAMPTON	VA	23666	(757) 788-8897
769	14	139-1136	Natasha's Incorporated	5018 Cay St	HAMPTON	VA	23605	(757) 768-8609
770	15	139-1078	Tracy E Brown dba Brown's Janitorial Service	224 Pennsylvania Ave Apt 12	HAMPTON	VA	23661	(757) 256-2793
771	16	139-1061	Thompsons Janitorial	3420 Hollow Pond Rd	HAYES	VA	23072	(804) 642-3697
772	17	139-1048	Clean 2 Please Janitorial Service	307 Circuit Lane	NEWPORT NEWS	VA	23608	(757) 283-6776
773	18	139-1158	D3 Cleaning Services LLC dba Filth D's Cleaning Service	379 Maple Ave	NEWPORT NEWS	VA	23607	(757) 660-9586
774	19	139-F562	Deneen Davis	407 Woodbridge Drive	NEWPORT NEWS	VA	23608	(757) 544-6396
775	20	139-1150	dms cleaning services llc	904 Forest Lake Ct Apt 302	NEWPORT NEWS	VA	23605	(757) 998-0990
776	21	139-F557	Lawrence L Hawkins Sr	4301 Roanoke Ave	Newport News	VA	23607	(757) 751-7458
777	22	139-1008	Marcus K Belle	1007 Faubus Drive	NEWPORT NEWS	VA	23605	(757) 224-0653
778	23	139-F662	Renee Bostic	26 Huguenot Road	Newport News	VA	23606	(757) 814-1622
779	24	139-F669	Sheilda N Perez	2709 Wickham Avenue	Newport News	VA	23607	(757) 303-9771
780	25	139-F636	C & C ENTERPRISES	1343 Reservoir Avenue	Norfolk	VA	23504	(757) 581-4512
781	26	139-1069	Lillie E Lindsey dba Lindsey #1 Cleaning Service	615 West 36th Street	NORFOLK	VA	23504	(757) 405-2316
782	27	139-F649	Mary L Taylor	3656 Henrico St	Norfolk	VA	23513	(757) 853-0256
783	28	139-1132	No Leaning Cleaning Services LLC	9536 5th Bay Street Apt D	NORFOLK	VA	23518	(757) 376-5499
784	29	139-1025	Shelia Wesby	1529 Norcova Ave	NORFOLK	VA	23502	(757) 729-7879
785	30	139-F689	Cynthia V Poittilo	1355 Wool Avenue	Portsmouth	VA	23707	(757) 537-9334
786	31	139-1080	J & D Cleaning Services, LLC	2716 Bagley Street	PORTSMOUTH	VA	23704	(757) 214-3908
787	32	139-1092	Millers Janitor Services, Inc	3506 Farrier Cove	SUFFOLK	VA	23435	(315) 956-7837
788	33	139-1070	Aves Cleaning Services	1433 Woodbridge Trail	VIRGINIA BEACH	VA	23453	(757) 202-4231
789	34	139-1115	Before & After Professional Cleaning Services LLC	4441 Crow Wing Drive	VIRGINIA BEACH	VA	23456	(757) 309-6870

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
790	35	139-F522	GTG Enterprises	1820 Roves Lane	Virginia Beach	VA	23464	(757) 421-8263
791	36	139-1111	High Point Field Services LLC	3904 Filbert Way	VIRGINIA BEACH	VA	23462	(757) 383-2824
792	37	139-F254	Kevin Kessler	750 Coquina Lane	Virginia Beach	VA	23451	(757) 340-8223
793	38	139-F127	Max W Sloop, Jr	PO Box 64056	VIRGINIA BEACH	VA	23467	(757) 235-1976
794	39	139-1073	N Smith & Associates, LLC	2001 Cheshire Forest Court	VIRGINIA BEACH	VA	23456	(313) 506-1613
795	40	139-F688	Pisit A Sinphai	1105 New Land Dr	VIRGINIA BEACH	VA	23453	(757) 376-2879
796	41	139-1055	Randy Sudario dba Zachele Professional	2965 Delaware Crossing	VIRGINIA BEACH	VA	23453	(757) 233-7219
797	42	139-1114	Top of the Line Cleaning, LLC	725 Northgate Ct	VIRGINIA BEACH	VA	23452	(757) 717-4102
798	43	139-F460	Turners Janitorial Services, Inc	3412 Raintree Rd	Virginia Beach	VA	23452	(757) 463-2619
799	44	139-F429	Vernell L Dolberry dba D-Berry Janitorials	596 N Witchduck Rd	Virginia Beach	VA	23462	(757) 685-4518
800	45	139-1077	Kathleen D Edwards dba M E G Commercial Janitorial Services	357 Blackberry Ln Apt# 209	DE FOREST	WI	53532	(757) 339-0949
OHIO - DAYTON SUPPORT CENTER								
801	1	140-888	D & L Remdoeling, LLC	4077 Abbeygate Road	BEAVERCREEK	OH	45430	(513) 310-1715
802	2	140-677	Ahy Enterprises, LLC	225 Ashwood Avenue	Dayton	OH	45405	(937) 274-4535
803	3	140-918	Almaw LLC	4322 Riverside Dr	DAYTON	OH	45405	(937) 520-0632
804	4	140-869	Esther Robinson dba Morton Miracle Detailing Maintenance	3971 Fairsmith St	DAYTON	OH	45416	(937) 718-0670
805	5	140-F833	Fred White	553 Imo Drive	DAYTON	OH	45405	(937) 369-6297
806	6	140-874	Gail Astin dba Astin's Cleaning Service	465 W Grand Ave	DAYTON	OH	45405	(937) 559-8667
807	7	140-F345	Isaiah Drake	3406 Northfield Rd	Dayton	OH	45415	(937) 623-4146
808	8	140-876	James Brown dba Fresh-N-Friendly Cleaning Services	4487 Thompson Dr	Dayton	OH	45416	(937) 238-5152
809	9	140-F829	Joseph Russell	4009 Rundell Dr	Dayton	OH	45415	(937) 681-5903
810	10	140-880	Kwame G Johnson dba Kwame's Cleaning Service	832 Frizell Ave	Dayton	OH	45408	(937) 715-1945
811	11	140-878	Latroy M Harrison dba Cleaning 4 My Kids	3520 Valencia St	Dayton	OH	45404	(937) 580-4244
812	12	140-F811	Melissa Sanders	4271 Curundu Avenue	DAYTON	OH	45416	(937) 838-3769
813	13	140-949	R & L Janitorial and Services, LLC	4845 Little Richmond Rd	Dayton	OH	45426	(937) 838-0255
814	14	140-838	Saundra Howard	1518 Cornell Dr	DAYTON	OH	45406	(937) 716-5830
815	15	140-862	Sheila Niffa dba Nu Era Cleaning Services	4930 Shadwell Drive	DAYTON	OH	45416	(937) 469-0298
816	16	140-913	The Tidy Squad LLC	1230 Alwildy Avenue	Dayton	OH	45417	(937) 287-7858
817	17	140-F831	Willie Hutson	700 Dennison Avenue	DAYTON	OH	45417	(937) 361-9829
818	18	140-609	D&J Cleaning	8631 Preble County Line Road	Germantown	OH	45327	(937) 787-3894
819	19	140-908	BC Cleaning Services, LLC	7014 Montague Road	HUBER HEIGHTS	OH	45424	(937) 245-9732

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
820	20	140-948	DJacks Commercial Cleaning LLC	5325 Greencroft Dr	TROTWOOD	OH	45426	(937) 825-4729
PENNSYLVANIA - PITTSBURGH SUPPORT CENTER								
821	1	141-967	Mel Stow Cleaning Services, LLC	1610 3rd Ave	ARNOLD	PA	15068	(412) 918-6296
822	2	141-F825	J E T Inc	Reed Tosh Wolford Douglass	BEAVER	PA	15009	(724) 561-2099
823	3	141-F754	Michael B Todd	307 East 18th Avenue	HOMESTEAD	PA	15120	(412) 414-5841
824	4	141-910	GM Cleaning Services	119 Minooka Street	MOUNT OLIVER	PA	15210	(412) 372-2086
825	5	141-903	Anthony Grimes	708 Veronica Drive	PITTSBURGH	PA	15235	(412) 478-9292
826	6	141-929	Darnell Anderson	1369 Schwerner Court	PITTSBURGH	PA	15206	(786) 531-3461
827	7	141-973	Donnell A Nix dba Donnell Cleaning Services	2124 Lindsay Road	PITTSBURGH	PA	15221	(412) 287-1274
828	8	141-932	Ebony Austin dba J & E Washington Cleaning Services	749 Hampshire Ave	PITTSBURGH	PA	15216	(412) 418-6566
829	9	141-F831	Edking Enterprises LLC	915 Woodbourne Avenue	PITTSBURGH	PA	15226	(412) 952-4453
830	10	141-986	Excel Dry Cleaners LLC	1334 Woodbine Street	PITTSBURGH	PA	15201	(412) 361-1329
831	11	141-1031	Joe & Marcus Cleaning, LLC	7322 Monticello St	PITTSBURGH	PA	15208	(412) 613-7603
832	12	141-972	Keith W Betts	819 Brushton Ave	PITTSBURGH	PA	15208	(412) 580-4266
833	13	141-1045	Lowry's Enterprises, LLC	1423 Evandale Rd	PITTSBURGH	PA	15212	(412) 494-8395
834	14	141-1027	MDaniels Enterprises, LLC	1816 Montier St	PITTSBURGH	PA	15221	(412) 872-7390
835	15	141-944	Michael Blackwell L M B Cleaning Services	22 Plough Street	PITTSBURGH	PA	15212	(412) 726-5796
836	16	141-1024	S D M Crystal Clear Cleaning, LLC	1524 Garfield Street	PITTSBURGH	PA	15212	(412) 657-8144
837	17	141-1013	Tionna's Cleaning, LLC	1304 Pritchard St	PITTSBURGH	PA	15204	(412) 657-5259
838	18	141-1041	Joseph & Tyree Enterprise, LLC	100 Vine St	VERONA	PA	15147	(412) 520-2642
NORTH CAROLINA - CHARLOTTE SUPPORT CENTER								
839	1	142-F434	ABLC/A Butler-Lumpkins Co	10108 Trailmoor Rd	CHARLOTTE	NC	28278	(704) 957-2861
840	2	142-1017	Allen Hale	11806 Aubreywood Drive	CHARLOTTE	NC	28214	(980) 277-8133
841	3	142-1035	Chabo Cleaning Services, LLC	12529 Cumberland Cove Drive	CHARLOTTE	NC	28273	(704) 497-5656
842	4	142-F373Y	Dikatulu Medard Bueya	2232 Wilson Avenue	CHARLOTTE	NC	28208	(704) 380-1901
843	5	142-F474	Ean Wrightson	7636 Woodknoll Drive	CHARLOTTE	NC	28217	(704) 962-8038
844	6	142-1059	Evangela Studwell dba Studwell Cleaning Enterprise	823 reigate Rd	CHARLOTTE	NC	28262	(757) 602-5403
845	7	142-1083	Gabby Cleaning Business, LLC	4101 Larkspur Lane	CHARLOTTE	NC	28205	(704) 273-9219
846	8	142-1006	J R Keith	5249 Ficus Tree Ln	CHARLOTTE	NC	28215	(704) 493-4311
847	9	142-1044	Karl Sims dba Three-N-One Service	7700 Pelican Ct	CHARLOTTE	NC	28227	(704) 307-8778
848	10	142-1096	Magizz Global Services, LLC	5601 Keyway Blvd	CHARLOTTE	NC	28215	(651) 442-5437
849	11	142-1091	Nu Empire Systems, LLC	6125 Branch Hill Circle	CHARLOTTE	NC	28213	(704) 222-7792

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850	12	142-1058	Sambel Balde abd B & K Touba Cleaning Services	6125 Bennettsville Ln	CHARLOTTE	NC	28262	(704) 713-8195
851	13	142-1036	Tracy Phillips dba ET Commercial Cleaning Service	5611 Mallard Grove Road	CHARLOTTE	NC	28269	(414) 218-7252
852	14	142-1095	We Do It Right Cleaning & Speciality Services, LLC	4305 Smoke Mont Drive	CHARLOTTE	NC	28273	(980) 263-7754
853	15	142-F423	William K Azaglo	2703 Oasis Ln	CHARLOTTE	NC	28214	(999) 999-9999
854	16	143-1006	George Mbongothefirst dba Guynel Cleaning Services	2215 Cypress St	GREENSBORO	NC	27405	(336) 274-2937
855	17	142-1148	T & W Finishing Touch Cleaning LLC	4207 Palladium Drive	GREENSBORO	NC	27401	(919) 334-8875
856	18	142-T502	Marilia Fatima T Carter	2311 23rd St NE	HICKORY	NC	28601	(828) 308-3141
857	19	142-F400Y	Tatyana Litchfield	7431 Alluvial Dr	HUNTERSVILLE	NC	28078	(980) 297-1911
858	20	142-1046	Quiana Richie dba Spankin Clean	2003 Blue Bonnet Lane	MATTHEWS	NC	28104	(704) 492-3347
859	21	142-F483	Denise B Muraco	2501 Justin Court	MONROE	NC	28110	(704) 839-1312
860	22	142-1041	Juan Rojas dba JCR Clean	3000 Sagebrush Bend	MONROE	NC	28110	(704) 698-0279
861	23	142-F466	Wichai Asawacharoenkun	6225 Dysartsville Rd	MORGANTON	NC	28655	(828) 443-6066
862	24	142-1034	Berger & Co	P O Box 1175	PINEVILLE	NC	28134	(828) 595-0082
863	25	143-F179Y	Elwanda L Rabon	112 Carmalt St	THOMASVILLE	NC	27360	(336) 475-6482
864	26	143-F206	Linwood E Daniels Jr	403 Old Timbe Road	WINSTON SALEM	NC	27101	(336) 575-9324
865	27	142-1132	Radiant Cleaning Services, LLC	4302 E Viking Rd	LAS VEGAS	NV	89121	(702) 366-4384
866	28	144-F117Y	Martyn Bilbrough	23 Erskine Lane	AIKEN	SC	29803	(803) 643-3837
867	29	142-1067	A & E Cleaning Services of Columbia LLC	8100 Bayfield Road	COLUMBIA	SC	29223	(803) 743-8593
868	30	142-F391Y	Douglas R Hilton	2079 Brookchase blvd	FORT MILL	SC	29715	(803) 547-2255
869	31	142-1031	Henderson Services Inc	2449 Chatham Drive	FORT MILL	SC	29707	(803) 244-9670
870	32	144-132	Orenthal James Burriss dba Burris Cleaning Services	185 Heatherridge Drive	GASTON	SC	29053	(803) 760-2334
871	33	142-1064	Krystal Kleen	P O Box 171	HEATH SPRINGS	SC	29058	(803) 287-5448
872	34	142-1063	Loretta Parham dba LC Cleaning Services	2263 Reece Donahue Rd	MOUNT CROGHAN	SC	29727	(843) 680-0915
873	35	142-1080	McCray Services, LLC	69 McCray Road	PAGELAND	SC	29728	(843) 672-5242
874	36	142-F384Y	First Stepp Cleaning Inc	605 S York Ave	ROCK HILL	SC	29730	(803) 366-9086
CALIFORNIA - SAN FRANCISCO SUPPORT CENTER ¹								
875	1	735-F9039	Edgar Romero	907 El Camino Real Apt #1	BURLINGAME	CA	94010	(650) 471-3649
876	2	150-11296	K and H Environmental Services LLC	243 Alta Loma Ave	DALY CITY	CA	94015	(415) 516-5791
877	3	735-F9051	Monica Maldonado	990 Saint Francis Blvd Apt# 2030	Daly City	CA	94015	(650) 255-2868

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878	4	735-1141	Giuseppe Annuzzi	P O Box 2979	FAIRFIELD	CA	94533	(415) 573-8962
879	5	150-11291	Bonfi Commercial Janitorial Service LLC	23034 Ida Lane	HAYWARD	CA	94541	(510) 309-6009
880	6	735-1119	Deondray Hall	2779 Depot Road Suite 31	HAYWARD	CA	94545	(510) 316-5037
881	7	735-F9070	Natalie Barbera	5268 Lawton Ave	Oakland	CA	94618	(510) 332-4046
882	8	150-11290	Spotless Environmental Services LLC	2721 Martin Luther King Jr Way	OAKLAND	CA	94612	(415) 724-1935
883	9	735-F9042	Ana Guevara	257 5th Ave	REDWOOD CITY	CA	94063	-
884	10	735-1138	William Palma	3311 Mission Street #26	San Francisco	CA	94110	(510) 437-1123
885	11	150-11292	Castillos C Janitorial LLC	240 Palacio Royale Circle	SAN JOSE	CA	95116	(408) 766-9286
886	12	735-1173	Estela Cervantes Perez	286 Oakland Ave	San Jose	CA	95116	(408) 482-6092
887	13	150-11298	SI & ES Cleaning Services Company LLC	538 Ella Dr	SAN JOSE	CA	95111	(408) 650-9814
888	14	735-1254	Reeta Devi Prasad	3015 Bernard Avenue	San Ramon	CA	94583	(925) 833-0899
889	15	150-11309	Golden Bay Enterprises LLC	33385 14th St	UNION CITY	CA	94587	(510) 557-4194
UTAH- UTAH SUPPORT CENTER ¹								
890	1	151-107	Amaleki Cleaning LLC	4943 W Atala Way	HERRIMAN	UT	84096	(801) 793-2635
891	2	775-F71	LM Cleaning Service	P O Box 18216	KEARNS	UT	84118	(801) 879-1571
892	3	775-F53	Arnolfo Antonio Almada	654 Lancelote Dr	NORTH SALT LAKE	UT	84054	(801) 366-2496
893	4	775-F45	Rosa Linda Lopez	3312 Jefferson Ave	OGDEN	UT	84403	(801) 603-5398
894	5	151-104	Griselda Jasmine Garcia dba Mitsi's Miracle	554 W 200 N	PROVO	UT	84601	(801) 690-1356
895	6	151-89	Daniel Salinas dba Salinas Cleaning	P O BOX 70223	SALT LAKE CITY	UT	84170	(801) 707-9958
896	7	151-93	AV Professional Clean LLC	10175 S 4000 W	SOUTH JORDAN	UT	84095	(801) 869-0391
897	8	151-106	Diamondshine janitorial, LLC	1118 N Ridge Court	SPANISH FORK	UT	84660	(801) 427-9709
898	9	151-137	Gus Cleaning Service LLC	472 N 1160 E	SPANISH FORK	UT	84660	(801) 471-5455
899	10	151-99	Marco Lizardi Nieto dba Clean Lizard	3841 Lewis Port Dr	WEST JORDAN	UT	84084	(801) 807-9129
900	11	775-F44	Artemio Lemuz	5075 West Eaglewood Drive	West Valley City	UT	84120	(801) 548-6680
901	12	151-143	MAC Cleaning Services, LLC	7044 W Appaloosa Drive	WEST VALLEY CITY	UT	84128	(801) 793-1236
902	13	775-F78	Simon Gaspar	1160 West River Horse Drive	West Valley City	UT	84119	(801) 654-9585
CALIFORNIA - LOS ANGELES SUPPORT CENTER ¹								
903	1	733-18024	Elsa C Turcios	9748 Lev Ave	ARLETA	CA	91331	(818) 441-9201
904	2	733-7077	Miriam Carina Montalvan	1325 N Brand Blvd	GLENDALE	CA	91205	(818) 726-6424
905	3	733-18073	Manuel Cervantes	326 W Meacham St	GLENDORA	CA	91740	(626) 905-0843
906	4	152-18161	JF Enterprises, LLC	111 N La Brea Ave Suite 608	INGLEWOOD	CA	90301	(661) 208-5154

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc Support Center

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907	5	733-18088	Coleman Cleaning Services	1114 West Ave J-8	Lancaster	CA	93534	(661) 492-7130
908	6	733-18005	Jose Angel Morales	1137 E Avenue J APT #103	Lancaster	CA	93535	(818) 312-5676
909	7	152-18142	Semper Fi Cleaning, Inc	45180 Fern Ave Apt B-23	LANCASTER	CA	93534	(661) 944-7408
910	8	152-18157	B and R Cleaning Service Inc	8424 Santa Monica Blvd #510	LOS ANGELES	CA	90069	(310) 729-2347
911	9	152-18137	Best Cleaning Services LLC	951 S Catalina St Apt A	LOS ANGELES	CA	90006	(213) 216-5953
912	10	152-18151	Celina Reyes Cleaning Service Inc	3317 1/4 West 78th Street	LOS ANGELES	CA	90043	(323) 677-3958
913	11	152-18128	DH Commercial Cleaning LLC	2631 S Burnside Avenue	LOS ANGELES	CA	90016	(619) 507-1949
914	12	152-18131	K & S Commercial Cleaning LLC	3916 Stevely Ave Apt 6	LOS ANGELES	CA	90008	(323) 381-9075
915	13	152-18135	Lamar Commercial Cleaning Services LLC	9810 S Hobart Blvd	LOS ANGELES	CA	90047	(818) 858-6606
916	14	152-18103	Natalie Cristal Guevara dba Guevara Cleaning Services	6148 Annan Way	LOS ANGELES	CA	90042	(323) 592-7681
917	15	733-18061	Shonnarick Martinez	730 West 113 St	Los Angeles	CA	90044	(323) 427-6847
918	16	733-18001	UCS Management LLC	5329 Hartwick St	Los Angeles	CA	90041	(323) 369-9430
919	17	733-18033	Adilia Castellanos	12027 S First St	Lynwood	CA	90262	(562) 304-8864
920	18	152-18126	CED Cleaning Services LLC	16138 Rayen Street	NORTH HILLS	CA	91343	(818) 381-2973
921	19	733-F18029	Javier Martinez	8700 Rosecrans Avenue #304	Paramount	CA	90723	(562) 531-7909
922	20	733-F18030	Rocio Rodriguez	196 S Lotus Avenue	PASADENA	CA	91107	(626) 689-0205
923	21	152-18118	Catalina Commercial Cleaning LLC	3069 Santa Ana Street	SOUTH GATE	CA	90280	(310) 963-8110
924	22	152-18166	Yoly Cleaning Services, Inc	8945 Atlantic Avenue	SOUTH GATE	CA	90280	(323) 907-2184
925	23	733-F552	Jose R Mendoza	6728 Tyrone Ave	Van Nuys	CA	91405	(626) 353-6715
926	24	733-7040	Tyrone Johnson	8665 West Flamingo Rd Suite 131- 222	Las Vegas	NV	89147	(323) 252-3501
HAWAII - HAWAII SUPPORT CENTER ¹								
927	1	153-1252	Zen Diamond Cleaning Services, LLC	98-135 Pualii Street	AIEA	HI	96701	(808) 729-8630
928	2	153-1271	JCJM Cleaning Services LLC	91-1008 Mikiala Street	EWA BEACH	HI	96706	(808) 989-9556
929	3	153-1234	Shirley Galut dba Shirley's Pro-Health Cleaning Services	91-1347 Imelda Street	EWA BEACH	HI	96706	(808) 226-6197
930	4	153-1320	Manilyn's Quality Cleaning Service LLC	253 Kalihi Street #4	HONOLULU	HI	96819	(808) 469-2307
931	5	153-1323	NP Expert Cleaning Services LLC	1216 Ahi Ahi St	HONOLULU	HI	96817	(808) 663-8374
932	6	153-1270	Primia Premiere Services, LLC	1227 Palamea Lane	HONOLULU	HI	96817	(808) 393-8461
933	7	153-1311	Velasquez Cleaners LLC	1244 Kamaile St Apt A	HONOLULU	HI	96814	(808) 224-2649
934	8	153-1251	Victoria's Cleaning Services	1617 Machado Street	HONOLULU	HI	96819	(808) 722-3379
935	9	734-F618	Brian Carino	5022 Boomer St	Kapolei	HI	96707	(808) 256-1953
936	10	153-1313	JLJAG Cleaning Services LLC	92-1359 Hunekei Street	KAPOLEI	HI	96707	(808) 397-9084
937	11	153-1343	JLJAG Cleaning Services LLC	92-1359 Hunekei Street	KAPOLEI	HI	96707	(808) 397-9084
938	12	734-F643	Hazel Quimoyog	84-563 Kepue Street	Waianae	HI	96792	(808) 688-8093

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc Support Center

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
939	13	153-1262	R-Life LLC	86-050 Alta Street	WAIANAE	HI	96792	(808) 255-2834
940	14	153-1319	CK Tumaneng Cleaning Services LLC	94-971 Kahuamoku St Apt 213	WAIPAHU	HI	96797	(808) 391-6242
941	15	734-F631	Edwin Ventura	94-1089 Hina St	Waipahu	HI	96797	(808) 738-7226
942	16	734-F647	Jaime Eclarino	94-1397 Waipahu St	Waipahu	HI	96797	(808) 888-6134
943	17	734-1225	Manuel Morales	94-1011 Lumipolu St	WAIPAHU	HI	96797	(808) 256-5002
944	18	153-1247	Noel Ramos dba 5-J Cleaning Services	94-1070 Hoomakoa Street	WAIPAHU	HI	96797	(808) 741-3592
945	19	153-1318	T-1-808 Cleaning Services LLC	94-1128 Halelehua St	WAIPAHU	HI	96797	(808) 381-0710
946	20	153-1254	Esdras D Dumlao dba Esdras D Dumlao	6500 West Charleston Apt 442	NORTH LAS VEGAS	NV	89146	(808) 304-1174

CALIFORNIA - FRESNO SUPPORT CENTER ¹

947	1	766-F5145	M Elena Vargas	5511 Wilson Road Apt "A"	BAKERSFIELD	CA	93309	(661) 345-2885
948	2	766-F5116	Toua Vue	1958 Maine Ave	CLOVIS	CA	93619	(559) 392-1421
949	3	766-T5208	Antonio Mercado	607 Northridge	Dinuba	CA	93618	(559) 591-2478
950	4	154-12048	JJ and G Cleaning Service, LLC	4504 E Clayton Ave	FOWLER	CA	93625	(559) 696-9122
951	5	154-12055	California Clean Center, L L C	1330 N Arthur Ave	FRESNO	CA	93728	(559) 704-9467
952	6	154-12063	CleaningFX, LLC	5909 E Washington Ave	FRESNO	CA	93727	(559) 347-8358
953	7	766-T5248	Jon Bohigian	7574 N Carnegie Avenue	Fresno	CA	93722	(559) 313-1583
954	8	766-T5214	Julia Lee	4739 East Church Ave Apt # 5	FRESNO	CA	93725	(559) 231-3412
955	9	154-12061	K & J Cleaning Services, LLC	370 W/ ROY AVE	FRESNO	CA	93706	(559) 832-0843
956	10	766-F5114	V & X INC	2733 N Leonard Avenue	Fresno	CA	93727	(559) 348-9902
957	11	154-12038	Vue's Modern Cleaning Services LLC	721 S Burgan Ave	FRESNO	CA	93727	(559) 577-8090
958	12	154-12056	Seng's Magic Cleaning, LLC	2190 W Little Sandy Dr	MERCED	CA	95348	(209) 421-6261
959	13	766-F5144	Kou Her	30693 CAYOTE TRAIL	STOVER	MO	65078	(650) 546-5847

CALIFORNIA - VENTURA SUPPORT CENTER ¹

960	1	722-1153	Josephina Garcia	251 Mc Nab Ct	Fillmore	CA	93015	(805) 524-2170
961	2	722-9005	Karina Dominguez	711 Diablo Road	MOORPARK	CA	93021	(805) 905-1391
962	3	722-F3130	Kevin A Cristobal	355 S Ventu Park Road	Newbury Park	CA	91320	(818) 554-5797
963	4	722-F3158	J Merced Gutierrez	116 Valley Rd	Oak View	CA	93022	(805) 208-7572
964	5	722-F3132	Nicholas J Rocha	1630 17th Street	OCEANO	CA	93445	(805) 709-3309
965	6	722-F3140	Alejandro Castillo	1345 Fuente Drive	Oxnard	CA	93030	(805) 816-5571
966	7	722-F3116	Samuel Suarez	730 Lions Gate Drive	OXNARD	CA	93030	(805) 822-9896
967	8	155-3178	Ermilo Salazar-Cruz dba Salazar Janitorial Services	1411 N Fairroaks Ave	PASADENA	CA	91103	(805) 990-9928
968	9	722-1115	Jose A Barrera	P O Box 35	Santa Barbara	CA	93102	(805) 455-4139
969	10	722-3042	Carlito G De La Vega	904 W Gunner Street	Santa Maria	CA	93458	(805) 925-4734
970	11	722-2002	Ely Sarnate	1121 W Hermosa Drive	Santa Maria	CA	93458	(805) 264-7899
971	12	722-F3161	Gomer B Ogana	614 W Main Street Apt F	Santa Maria	CA	93458	(805) 349-3816

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
972	13	155-3180	Estefani V Peraza dba Estefanis Cleaning	P O Box 504	SHANDON	CA	93461	(805) 238-2958
NEBRASKA- OMAHA SUPPORT CENTER								
973	1	156-2101	Nehaul Gobin	1716 S 10th Street	COUNCIL BLUFFS	IA	51501	(402) 686-8846
974	2	156-2160	Global Cleaning Services LLC	3610 Dodge Street, Suite 204	OMAHA	NE	68111	(402) 378-6938
FLORIDA - PALM BEACH SUPPORT CENTER								
975	1	498-2063	PERFECT-TION, LLC	251 NewCastle St	BOCA RATON	FL	33487	(561) 305-5784
976	2	498-2152	Goncalves Family Cleaning LLC	377 NW 36th Ave	Deerfield Beach	FL	33442	(954) 675-4667
977	3	498-2075	Yolaine Saint Fort dba 4 R & J Cleaners	15025 Michael Angelo Blvd Apt # 203	DELRAY BEACH	FL	33446	(561) 502-8112
978	4	498-2118	Jae'z Claening Service, LLC	7801 Banyan Street	FORT PIERCE	FL	34951	(772) 828-8622
979	5	498-2079	Simply Clean Services	2221 JuanITA aVE	FORT PIERCE	FL	34946	(772) 882-2757
980	6	498-2107	Telcys Cleaning Services Inc	501 Pine Circle	GREENACRES	FL	33463	(561) 699-2858
981	7	498-2123	Golden Cleaning Services LLC	4220 Bear Lakes Court	HAVERHILL	FL	33409	(561) 983-7278
982	8	498-2115	MY & AL Professional Cleaning Services Inc	3561 West 1st Avenue	HIALEAH	FL	33012	(561) 891-9178
983	9	498-F717	Andres Lopez	P O Box 6103	LAKE WORTH	FL	33466	(561) 540-5240
984	10	498-2055	J & E Sparkling, Inc	3002 Waterview Circle	LAKE WORTH	FL	33461	(561) 856-6296
985	11	498-2047	Winston H Codett	32 S Buffalo St	LAKE WORTH	FL	33461	(561) 588-3137
986	12	498-2156	You Shine I Shine Cleaning LLC	5099 Sandusky Ave	LAKE WORTH	FL	33463	(561) 281-9514
987	13	498-F875	Maria Fabiana Gomez	2786 Somerset Rd	LANTANA	FL	33462	(561) 201-2734
988	14	498-F896	Jean Evans	P O Box 628	LOXAHATCHEE	FL	33470	(561) 302-3690
989	15	498-2128	Southernbend Janitorial Services LLC	P O Box 100035	PALM BAY	FL	32910	(954) 687-2783
990	16	498-2143	Crystal Clean Group LLC	34 Lake Arbor Dr	PALM SPRINGS	FL	33461	(561) 229-4904
991	17	498-2008	Sara Mendez	609 SW Jacoby Ave	Port Saint Lucie	FL	34953	(772) 408-3296
992	18	498-2164	Rite Clean of Palm Beach LLC	1120 Ave R	RIVIERA BEACH	FL	33404	(561) 848-6744
993	19	498-F973	Alaaeldin Ali M Abdelfattah	64 Fairway Lane	Royal Palm Beach	FL	33411	(561) 784-7684
994	20	498-2022	Pacollita Investments	5945 SE Windsong Ln	STUART	FL	34997	(772) 924-7132
995	21	498-F2005	Mean Green Cleaning Services, LLC	1526 48th Ave	VERO BEACH	FL	32966	-
996	22	498-2028	J R Cleaning Inc	952 Lemongrass Lane	WELLINGTON	FL	33414	(561) 793-4229
997	23	498-F970	2VS Co	220 3rd Street	West Palm Beach	FL	33413	(561) 574-2989
998	24	498-2059	Add-Vanced Janitorial Services, LLC	640 45th Street	West Palm Beach	FL	33407	(561) 319-7605
999	25	498-F2004	Eladio Torres	892 Haverhill Road North	West Palm Beach	FL	33415	(561) 662-5914
1000	26	498-2058	Green Environmental Janitorial Inc	2200 Australian Ave	West Palm Beach	FL	33407	(561) 206-7156
1001	27	498-2125	Jeune Commercial Cleaning Services LLC	6021 10th Avenue North #211	West Palm Beach	FL	33406	(904) 418-0838
1002	28	498-F926	JY Cleaning Service	1419 W Libby Drive	West Palm Beach	FL	33406	(561) 876-7928
1003	29	498-2085	Letitia Tinjero dba ExcelServ	1715 Live Oak Dr	West Palm Beach	FL	33415	(561) 405-5365
1004	30	498-2057	Mirostev Cleaning Company	4793 Badger Rd	West Palm Beach	FL	33417	(561) 818-3094

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1005	31	498-F954	Rafael A Fernandez	708 Selkirk St	West Palm Beach	FL	33405	(561) 662-9124
1006	32	498-2033	Sue-Ann Anna-Kaye Mahon	1761N Jog Road	West Palm Beach	FL	33411	(561) 542-9350
1007	33	498-F955	Jose U Navarrete	4320 County Rd 444	PRINCETON	TX	75407	(561) 351-2973
FLORIDA - SOUTH FLORIDA SUPPORT CENTER								
1008	1	501-F7132	Mario & Ivelisse A Garces	1920 NW 35th Ave	Coconut Creek	FL	33066	(954) 956-0192
1009	2	501-T7315	Armando Olmos	24 Madrid Lane	DAVIE	FL	33324	(754) 244-0310
1010	3	501-F356	Power Cleaning Service, Inc	4321 NW 1st Dr	Deerfield Beach	FL	33442	(954) 943-6086
1011	4	501-F1007	Thermopur, Inc	5601 NE 8th Avenue	Fort Lauderdale	FL	33334	(954) 648-8694
1012	5	501-7545	Abiega Cleaning Services LLC	4655 Palm Ave Apt 233	HIALEAH	FL	33012	(305) 731-1336
1013	6	501-7469	All Your Needs Management Services, Inc	17690 NW 67th Ave Apt 203	HIALEAH	FL	33015	-
1014	7	501-7551	Greener Life Cleaning Service LLC	7070 W 2nd Court	HIALEAH	FL	33014	(305) 904-9484
1015	8	501-F7327	Raquel Janette Gutierrez	2506 W 9th Lane	HIALEAH	FL	33010	(786) 291-0788
1016	9	501-T7097	P Suarez & C Marmolejos	3630 SW 38th Ave	Hollywood	FL	33023	(954) 894-8759
1017	10	501-7550	Jehova Jireh Cleaning Inc	13015 SW 255 Terr	HOMESTEAD	FL	33032	(786) 970-5927
1018	11	501-F6009	Zoila J Cesare	6225 SW KENDALE LAKES CIR #D262	HOMESTEAD	FL	33183	(786) 488-6926
1019	12	501-7410	ABC General Cleaning Corp	15171 SW 70th Street	KENDALL	FL	33193	(786) 704-4109
1020	13	501-F7103	Quality Cleaning & Maintenance Svcs, Inc	P O Box 83-2695	KENDALL	FL	33283	(305) 408-5194
1021	14	501-7579	GC Cleaning Pros LLC	81 NW 32nd Ave #1	LAUDERHILL	FL	33311	(954) 851-5535
1022	15	501-F1041	Andrion Cleaning Solutions	2010 NW 69 Terrace	Margate	FL	33063	(954) 366-5538
1023	16	501-F1050	Martha Cuartas Inc	9826 NW 65th Pl	MARGATE	FL	33321	(954) 805-6885
1024	17	501-F1061	Neuve Duremy	5085 SW 10 CT	Margate	FL	33068	-
1025	18	501-T7100	Ana Cecilia Otero	12500 NW 22 Ave	Miami	FL	33167	(305) 744-4313
1026	19	501-F7328	Carolina Ortiz	10471 SW 164th Street	Miami	FL	33157	-
1027	20	501-T7246	Cesar Martinez	11185 NW 7th Street # 2	MIAMI	FL	33172	(786) 462-6277
1028	21	501-7496	Corbitt Cleaning Services LLC	3076 NW 56th St	MIAMI	FL	33142	(786) 444-6814
1029	22	501-F7216	Ecoservir Valle Inc	953 SW 149th Ct	Miami	FL	33194	(305) 223-8861
1030	23	501-F7236	Florida Cleaning Corp	3025 NW 98th Street	MIAMI	FL	33147	(786) 317-3168
1031	24	501-7488	GLI Cleaning Services, Inc	4480 SW 136th Place	MIAMI	FL	33175	(305) 458-4734
1032	25	501-7465	High Quality Cleaning Corp	1680 NW 28th Avenue	MIAMI	FL	33125	-
1033	26	501-7473	Imagen Wood Floor Corp	1700 SW 98th Ct	MIAMI	FL	33165	(786) 426-1597
1034	27	501-7529	Jimaguayu Cleaning Services LLC	1152 NW 5th Street - Apt #2	MIAMI	FL	33128	(786) 260-3050
1035	28	501-F7155	Kety Rodriguez	5410 SW 7th St	Miami	FL	33134	(786) 546-7054
1036	29	501-7530	L & L Cleaning Services LLC	7803 N Kendall Dr Apt F106	MIAMI	FL	33156	(305) 902-9873
1037	30	501-F4002	Magaly Espinosa	3940 sw 102nd ave	MIAMI	FL	33165	(786) 282-1620

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1038	31	501-7393	Richard Gonzalez dba Master Cleaning Services	6227 SW 35th St	MIAMI	FL	33155	(786) 209-4654
1039	32	501-F7176	Rosa C Nunez	2929 NW 10th Ave	MIAMI	FL	33127	(305) 414-4464
1040	33	501-7435	Tresalynn Morris dba B & T General Services	2290 NW 58th at	MIAMI	FL	33142	(786) 296-9310
1041	34	501-F6064	William A Pleasant	8615 Franjo Road	MIAMI	FL	33189	(305) 338-9643
1042	35	501-F6042	William L Berry	14265 SW 108th Ct	Miami	FL	33176	78 6291668
1043	36	501-T7182	WWN Cleaning Services Inc	6348 SW 31 St	Miami	FL	33155	(786) 302-7359
1044	37	501-7471	BMJ All Service Inc	2971 NW 151 St	MIAMI GARDENS	FL	33054	(786) 715-6712
1045	38	501-7377	Joseph Toles III	15726 NW 7th Ave #J	Miami Gardens	FL	33169	(786) 395-9408
1046	39	501-F7142	Memos Enterprise of South	6624 NW 188th Lane	MIAMI LAKES	FL	33015	(786) 294-3690
1047	40	501-T7190	BG Cleaning Corp	4532 SW 113th Avenue, Unit 114	MIRAMAR	FL	33025	(786) 320-5363
1048	41	501-7531	Kings B's Cleaning LLC	11030 SW 25TH ST APT 2308	MIRAMAR	FL	33025	(786) 715-4969
1049	42	501-F7291	Marosa Property Management Corp	5088 SW 170th Ave	MIRAMAR	FL	33027	(954) 431-6189
1050	43	501-F7165	Titus N Thompson dba Primal Services	10433 SW 24th St	Miramar	FL	33025	(954) 499-9134
1051	44	501-7541	Iturralde's Cleaning Services LLC	690 NE 123rd St #208	NORTH MIAMI	FL	33161	(786) 352-6529
1052	45	501-7495	Kireytschenkov, Inc	1670 NE 191st ST - Apt #206	North Miami Beach	FL	33179	(954) 544-6654
1053	46	501-F1009T	Agustin Padilla	6901 S W 15th Street	Pembroke Pines	FL	33023	(718) 812-7841
1054	47	501-T7022	Duque Gonzalo	231 SW 63rd Terr	Pembroke Pines	FL	33023	(954) 953-7476
1055	48	501-7534	Gravity Marketing & Management LLC	10200 SW 8th Court Unit 103	Pembroke Pines	FL	33025	(786) 273-1677
1056	49	501-7470	VIBE Cleaning Service, LLC	2650 NW 9th Court	Pompano Beach	FL	33069	(340) 332-1657
1057	50	501-7523	Crisall LLC	17570 Atlantic Blvd #414	Sunny Isles Beach	FL	33160	(305) 504-1749
1058	51	501-7517	J & S Commercial Cleaning LLC	216 SW 159th Lane	SUNRISE	FL	33326	(305) 606-7736
1059	52	501-7560	RT Supreme Cleaning LLC	9204 NW 49th Place	SUNRISE	FL	33351	(954) 614-1255
OHIO- CLEVELAND SUPPORT CENTER								
1060	1	502-F751	Adam Smith	3598 Vineyard Way	LAWRENCEVILLE	GA	30044	(216) 276-3454
1061	2	502-1165	Bliss Spic & Spot Cleaning, LLC	1845 Brewster Creek Dr	AKRON	OH	44306	(330) 631-2776
1062	3	502-1026	Greg Jones	1466 Scenic Way	AKRON	OH	44310	(330) 314-2868
1063	4	502-F762	Ronald Murray	1550 Kingsley Avenue	AKRON	OH	44313	(330) 606-6344
1064	5	502-T927	Midwest Fleet Services LLC	662 Johnson	BEDFORD	OH	44146	(216) 510-5500
1065	6	502-F786	Peter Scarbrough	5618 Vickie Lane	Bedford Heights	OH	44146	(440) 439-4928
1066	7	502-1156	Clorox Commerical Cleaning , LLC	4200 Westbrook Drive, Apt 315	BROOKLYN	OH	44144	(440) 544-6762
1067	8	502-F895	Mariana Ghimbasan	3371 Van Buren Drive	Brunswick	OH	44212	(330) 225-5706
1068	9	502-F524	W G B Enterprises, Inc	3585 Monte Vista	Brunswick	OH	44212	(330) 273-1461
1069	10	502-1032	All About Cleaning, LLC	3461 E 75th	CLEVELAND	OH	44127	(216) 324-2010
1070	11	502-F864	Debra and Rodney Martin	9711 Parmelee	Cleveland	OH	44108	(216) 249-2620

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1071	12	502-1078	Diamond Commercial Cleaning, LLC	17426 Stockbridge Ave	CLEVELAND	OH	44128	(954) 907-7983
1072	13	502-1185	J & L Enterprise LLC	13905 Melzer Ave	CLEVELAND	OH	44120	(414) 628-6922
1073	14	502-F211	James Duccieschi	15068 Janice Dr	CLEVELAND	OH	44137	(216) 386-7813
1074	15	502-1087	Leslie Spain dba Xquizite Eventz	8909 Rosewood	CLEVELAND	OH	44125	(216) 224-7524
1075	16	502-F975	Linda Remmer	13809 Diana Avenue	CLEVELAND	OH	44110	(216) 820-1568
1076	17	502-1085	New Clean Reliance, LLC	16003 Grovewood Avenue, Upper	CLEVELAND	OH	44110	(216) 402-0502
1077	18	502-F898	Petre Graur	3271 Rocky River Drive	CLEVELAND	OH	44111	(216) 281-0475
1078	19	502-1090	Tracy M Jackson dba Jackson & Jackson Cleaning	2904 Woodhill Rd	CLEVELAND	OH	44104	(216) 324-3207
1079	20	502-1136	F & S Klean Masters, LLC	2753 Glenhaven, Apt A	COPLEY	OH	44321	(330) 217-8358
1080	21	502-F793	Steele Moving, LLC	1848 Rosalind Avenue	East Cleaveland	OH	44112	(216) 991-4346
1081	22	502-F328	Gerald Gibson	1263 E 332nd Street	Eastlake	OH	44095	(440) 953-2950
1082	23	502-F897	John Ana	808 Hampton Drive	Elyria	OH	44035	(440) 506-3626
1083	24	502-F1000	Kenneth Stenson Jr	621 3rd Street	ELYRIA	OH	44035	(216) 797-1303
1084	25	502-F885	Tanya Smith	419 Sommer Way	ELYRIA	OH	44035	(440) 204-8298
1085	26	502-F931	Joann Coleman	PO Box 32011	EUCLID	OH	44132	(216) 731-0261
1086	27	502-1055	KNC Unlimited, LLC	23870 Greenwood Road	EUCLID	OH	44117	(216) 383-6370
1087	28	502-1094	Dynamic Cleaning Services, LLC	10327 Runnymede Avenue	GARFIELD HEIGHTS	OH	44125	(216) 855-2807
1088	29	502-F972	James B McClarty Jr	12513 Maplerow Avenue	Garfield Heights	OH	44105	(440) 343-6542
1089	30	502-1031	Melody Hubbs	4810 Henry St , #201	Garfield Heights	OH	44125	(216) 633-1988
1090	31	502-1093	Northeast Ohio Cleaning Services, LLC	633 Clinton Lane	Highland Heights	OH	44143	(216) 253-8659
1091	32	502-F1006	John Howell	PO Box 9131	LEXINGTON	OH	44904	(419) 362-1251
1092	33	502-F791	Tony Tenebria	977 Ledge Road	Macedonia	OH	44056	(330) 467-5261
1093	34	502-1108	Five Star Commercial Cleaning LLC	5265 Elson St SE	MAGNOLIA	OH	44643	(330) 312-1616
1094	35	502-F959	Herbert Shaw	5071 Joseph St	Maple Heights	OH	44137	(216) 323-8300
1095	36	502-F926	Donise Withers	6643 Maplewood Drive, Apt 304	MAYFIELD HEIGHTS	OH	44124	(330) 626-2137
1096	37	502-F954	Claudiu Ganea	37574 Terrell Drive	North Ridgeville	OH	44039	(440) 341-2699
1097	38	502-F995	Chris Cleaning Services, LLC	6873 Day Drive	Parma	OH	44129	(440) 881-9166
1098	39	502-T949	Darla Popovic	5510 Bradley Avenue	Parma	OH	44129	(216) 398-9157
1099	40	502-1064	Mashal Roufai	6490 State Road, Apt A15	PARMA	OH	44134	(216) 924-7707
1100	41	502-F583	Richard Mick	6406 Westlake Ave	Parma	OH	44129	(440) 843-6257
1101	42	502-1132	BIA Cleaning Services, LLC	10272 N Church Dr	PARMA HEIGHTS	OH	44130	(440) 308-1573
1102	43	502-1116	Jessica's Cleaning Service, LLC	6536 Lawnwood Ave	PARMA HEIGHTS	OH	44130	(216) 255-1508
1103	44	502-F861	Stephen and Linda Dyczkiew	8279 Cricket Lane	Sagamore Hills	OH	44067	(330) 468-5572

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE VOLUNTARILY OR
INVOLUNTARILY CEASED TO DO BUSINESS
FROM JANUARY 1, 2016 TO DECEMBER 31, 2016

		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
1104	45	502-F509	Teresa Ladzinski	227 Baptist Circle	Sagamore Hills	OH	44067	(330) 908-0464
1105	46	502-1044	Youngs Maintenance and Cleaning Service LLC	1518 W Bogart Road	SANDUSKY	OH	44870	(419) 625-9195
1106	47	502-1084	Quality Assurance Contracting, LLC	3614 Ludgat Rd	Shaker Heights	OH	44120	(216) 459-5159
1107	48	502-1033	William Slade	3656 Lindhom Road	Shaker Heights	OH	44120	(216) 322-2773
1108	49	502-F889	Michael Hurt	4197 Lambert Road	SOUTH EUCLID	OH	44121	(216) 297-9299
1109	50	502-1098	Touch 1 Finishing, LLC	887 Haywod Drive	SOUTH EUCLID	OH	44121	(216) 326-3991
1110	51	502-F969	Liliana Bodean	21040 Lunn Road	STRONGSVILLE	OH	44149	(216) 798-8816
1111	52	502-F806	Ricardo Smith	9908 Patton Street	Twinsburg	OH	44087	(216) 662-9642
1112	53	502-F667	Curtis Baker	1308 Riverview St , NW	Warren	OH	44485	(330) 978-0980
1113	54	502-1020	Jazzie Super Shine, LLC	11567 Sunny Drive	Warrensville Heights	OH	44128	(216) 765-1552
1114	55	502-1170	Azact Cleaning Services, LLC	27600 Chardon Rd Apt 980	Willoughby Hills	OH	44092	(216) 203-3057
1115	56	502-1065	Transition Cleaning Services, LLC	12600 Hammock Lake Drive	WINDSOR	OH	44099	(440) 636-5242
OREGON- OREGON SUPPORT CENTER								
1116	1	712-1039	Jorge Janitorial Services LLC	845 SW Liberty Bell Dr	ALOHA	OR	97006	(503) 970-3577
1117	2	712-397	Ngan Le	155 SW 172nd Ave	Beaverton	OR	97006	(503) 533-9648
1118	3	712-1045	Dynamic Organic Solutions LLC	13584 SE 145th Ave	CLACKAMAS	OR	97015	(503) 309-1505
1119	4	712-1040	Castaneda Cleaning LLC	1342 SE 61st Place	HILLSBORO	OR	97123	(503) 516-3885
1120	5	712-455	Kim Janitorial Services LLC	1587 SE 72nd Way	HILLSBORO	OR	97123	(971) 285-0544
1121	6	712-1036	PIO's Perfect Clean	1555 SE Alder St	HILLSBORO	OR	97123	(503) 681-8937
1122	7	712-1021	Besafe Group, LLC	4522 NE 23rd	PORTLAND	OR	97211	(503) 863-1825
1123	8	712-1047	Heinzin Service LLC	300 NE 100th Ave	Portland	OR	97220	(503) 544-8124
1124	9	712-F251	Theresa Le	3340 N E 150th	Portland	OR	97230	(503) 799-1318
1125	10	712-443	Oleg Kopytko	1300 NW 15th Court	Battle Ground	WA	98604	(360) 931-2672
1126	11	712-F249	Tatyana Popova	16515 NE 21st Street	Vancouver	WA	98684	(360) 882-0563

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

FRANCHISEES WHO TRANSFERRED OUT OF THE SYSTEM

FROM JANUARY 1, 2016 TO DECEMBER 31, 2016

	Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
CALIFORNIA - SAN DIEGO SUPPORT CENTER							
1	1	100-F1294	Cracks and Corners Cleaning Service	420 McKinley Street #391	Corona	CA	92879 (951) 531-4025
2	2	100-1401	Trust the Clean Inc	41858 Acacia Avenue	Hemet	CA	92544 (951) 663-2758
3	3	100-F1267	Roland Mejia	27950 Merbie Circle	Sun City	CA	92585 (858) 442-3867
ILLINOIS - CHICAGO SUPPORT CENTER							
4	1	101-2226	NKR Cleaning Co	445 Dayward Ct	Aurora	IL	60505 (331) 262-2131
5	2	101-2206	Cervantes Brothers Cleaning Corporation	2931 Carousel Lane, Apt 3	JANESVILLE	WI	53545 (224) 425-2271
PENNSYLVANIA- PHILADELPHIA SUPPORT CENTER							
6	1	102-1266	JOJAJE, LLC	107 E Curtis Street	Linden	NJ	07036 (646) 684-6586
NEW JERSEY - NORTHERN NEW JERSEY SUPPORT CENTER							
7	1	105-1451	F&J Cleaning Services, LLC	133 W Main Street	Bergenfield	NJ	07621 (201) 374-1430
8	2	105-1639	Ashley Cleaning Service LLC	16 Personette Street	Caldwell	NJ	07006 (973) 234-2566
9	3	105-F474T	Score Building Svc LLC	PO Box 1973	Paterson	NJ	07509 (973) 650-3557
10	4	105-1526	JoyceN Commercial Cleaning Services, LLC	2130 Crotona Avneue	Bronx	NY	10457 (646) 377-6361
11	5	105-1616	Five Star Sparkle Cleaning Inc	PO BOX 40109	Brooklyn	NY	11204 (917) 417-1949
12	6	105-F246	Rufus Kermee	623 Richmond Road	Staten Island	NY	10304 (917) 995-7456
FLORIDA - TAMPA SUPPORT CENTER							
13	1	108-978	A- Plus Squeaky Clean LLC	660 Island Way Apt #305	Clearwater	FL	33767 (727) 643-0924
TEXAS - HOUSTON SUPPORT CENTER							
14	1	109-1133	AM Janitorial LLC	407 FM 1960 E, BLDG# 6773	Houston	TX	77073 (832) 231-7783
CALIFORNIA - SACRAMENTO SUPPORT CENTER							
15	1	125-F948	Albert Scott	1823 Monte Carlo Ave	Modesto	CA	95350 (209) 238-3050
16	2	110-1127	Yuriy G Tyulyandin dba YGT Services	835 Solano Street Apt B	West Sacramento	CA	95605 (814) 449-8765
NEW YORK - LONG ISLAND SUPPORT CENTER							
17	1	111-770	DS Cleaning Service, Inc	11 Seacliff Avenue	Islip Terrace	NY	11752 (631) 398-2805
18	2	111-794	F & I Cleaning Services, LLC	915 N 1st Street	New Hyde Park	NY	11040 (917) 753-7480
19	3	111-F691	Gustavo J Maldonado	40 Patchogue St	Patchogue	NY	11772 (631) 455-1978
CALIFORNIA - ORANGE COUNTY SUPPORT CENTER							
20	1	115-791	Rosa Rodriguez	3713 Fernwood Ave	Lynwood	CA	90262 (310) 491-8902
OHIO - CINCINNATI SUPPORT CENTER							
21	1	119-1010	2C Clean LLC	4544 Midland #1	Cincinnati	OH	45205 (513) 546-2459
WISCONSIN - MADISON SUPPORT CENTER							
22	1	124-F736	Trria Vue	2503 Willard Street	Stevens Point	WI	54481 (715) 252-5869
NEVADA - LAS VEGAS SUPPORT CENTER							
23	1	127-3186	Yan Mahendra dba Noah Cleaning Service	6700 Larchwood Lane	Las Vegas	NV	89103 (702) 575-5675
MICHIGAN - DETROIT SUPPORT CENTER							
24	1	134-1231	P & T Property Management LLC	8546 Sorrento Street	Detroit	MI	48228 (616) 337-4790

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

FRANCHISEES WHO TRANSFERRED OUT OF THE SYSTEM

FROM JANUARY 1, 2016 TO DECEMBER 31, 2016

		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
25	2	134-F500	Harrison s Millenium Maintenance Professionals	24703 Toddy Lane	Farmington Hills	MI	48335	(313) 304-1933
GEORGIA - ATLANTA SUPPORT CENTER								
26	1	135-370	PRT Solutions LLC	3494 Heathervale Way SW	Conyers	GA	30094	(470) 685-5626
27	2	135-326	Green Team Cleaning Services LLC	3017 Holden Spring Court	Dacula	GA	30019	(770) 912-9416
LOUISIANA- LOUISIANA SUPPORT CENTER								
28	1	137-F225	Efremzimbalist Randle	30966 Creekbend Ave	Denham Springs	LA	70726	(337) 578-5701
VIRGINIA - VIRGINIA BEACH SUPPORT CENTER								
29	1	139-F582	Gilbert Richardson	700 Latitude Lane, Apt 2D	Newport News	VA	23601	(757) 876-2046
OHIO - DAYTON SUPPORT CENTER								
30	1	140-903	Maddie Js Cleaning LLC	41 W Floyd Street	Dayton	OH	45415	(937) 856-4659
PENNSYLVANIA - PITTSBURGH SUPPORT CENTER								
31	1	141-F845	Climarr Clark	437 Ocala Street	East Mckeesport	PA	15035	(412) 312-0385
NORTH CAROLINA - CHARLOTTE SUPPORT CENTER								
32	1	142-1015	Ellen Little	14972 Deshler Court	Charlotte	NC	28273	(704) 806-1277
33	2	142-1140	Top Notch Quality Cleaning, LLC	9549 Bird Watch Lane	CHARLOTTE	NC	28214	(215) 239-1572
HAWAII - HAWAII SUPPORT CENTER ¹								
34	1	153-1259	Ian's Cleaning Services, LLC	1208 Halona Place	Honolulu	HI	96817	(808) 699-3000
FLORIDA - PALM BEACH SUPPORT CENTER								
35	1	498-2133	Angel Cruz Services Corp	2468 Kentucky St	West Palm Beach	FL	33406	(561) 685-3207
FLORIDA - SOUTH FLORIDA SUPPORT CENTER								
36	1	501-7513	Champions Commercial Cleaning	3877 Turtle Run Blvd Apt 2234	Coral Springs	FL	33067	(804) 243-5942
37	2	501-7390	Dora Herrera	12275 Vaquero Trails Dr	Davie	FL	33325	(954) 393-4063
38	3	501-T7326	Geruza C Assis	777 Rich Drive Apt #203	Deerfield Beach	FL	33441	(561) 376-0978

COVERALL NORTH AMERICA, INC. AND MELTON FRANCHISE SYSTEMS, INC ¹

10 - WEEK NO CONTACT LIST

(FRANCHISEES FROM WHOM THERE WAS NO RESPONSE TO THE 10 - WEEK NO CONTACT LETTER)

AS OF THE ISSUANCE DATE OF MARCH 31, 2017

Franchise			Last Name/ Franchised Business Name	First Name	Address	City	State	Zip	Phone
CALIFORNIA - SAN DIEGO SUPPORT CENTER									
1	1	100-1393	De Cleaning LLC		2324 Bear Creek Place	Chula Vista	CA	91915	(619) 267-7021
2	2	100-1302	Deplata	Demetrio R	1464 Shoreacres Drive	Chula Vista	CA	91915	(619) 370-4542
3	3	100-T1079	Plascencia	Diana A	113 Madison Ave	Chula Vista	CA	91910	(619) 737-0347
4	4	100-T1215	Renteria	Julio A	P O Box 67	Chula Vista	CA	91912	(619) 666-2941
5	5	100-1326	OHANA Cleaning Services		1830 Fallbrook Oaks Court	Fallbrook	CA	92028	(760) 723-9426
6	6	100-F1187	Roman	Guadalupe	41913 Mayberry Avenue	Hemet	CA	92544	(951) 901-3351
7	7	100-1380	White Quality Cleaning		23691 Cork Oak Circle	Murrieta	CA	92562	(714) 348-0675
8	8	100-1321	Aguilar	Victor E	150 Brisas Street	Oceanside	CA	92058	(760) 216-1062
9	9	100-F1266	Tate	Tanga L	5009 Tyler Street	Oceanside	CA	92057	(760) 295-2417
10	10	100-F1156	Espiritu	Bernardo A	6313 Stamen Court	San Diego	CA	92114	(619) 264-4508
11	11	100-F1175	Figueroa	Felipa	3838 Coleman Avenue	San Diego	CA	92154	(619) 428-6807
12	12	100-F1174	Madrigal Jr	Miguel	1674 Palm Avenue Space #24	San Diego	CA	92154	(619) 852-9988
13	13	100-F375	Maya	Jose R	510 L Street	San Diego	CA	91911	(619) 671-8897
14	14	100-F956	Ocamoto	Alexander	228 Terol Ct	San Diego	CA	92114	(619) 255-3509
15	15	100-F822T	Zatarain	Victor	2688 K Street	San Diego	CA	92102	(619) 520-5305
16	16	100-F924	Clark	Karl	2122 Ledgeside Lane	Spring Valley	CA	91977	(619) 463-8581
ILLINOIS - CHICAGO SUPPORT CENTER									
17	1	101-2179	Pacing Forward Enterprise LLC		1817 Kenilworth Ave	Berwyn	IL	60402	(773) 655-9575
18	2	101-2175	Taylor Maid Cleaning Inc		10718 S Wallace Street	Chicago	IL	60628	(773) 660-0550
19	3	101-554	Zuniga Cleaning Corporation		4440 W George Street	Chicago	IL	60641	(773) 425-8267
20	4	101-F885	23rd Letter Commercial Cleaning, Inc		15224 Dante	Dolton	IL	60419	(708) 466-4025
21	5	101-2180	Venmac T&C, Inc		608 Hampton Circle	Elgin	IL	60120	(224) 629-0481
22	6	101-F906	JEKU Cleaning Corporation		5473 Whitmore Way	Lake In The Hills	IL	60156	(224) 698-0427
23	7	101-F922	M&N Commercial Cleaning Corp		1212 Sycamore Street	Lake In The Hills	IL	60156	(815) 245-3279
24	8	101-2211	Guzman Fresh Start Corporation		1415 N 18th Avenue, 1 Rear	Melrose Park	IL	60160	(708) 551-4145
25	9	101-2195	Melvin Cleaning Corporation		206 N Green Bay Rd , Apt 203	Waukegan	IL	60085	(847) 863-3163
26	10	101-F300	Novac	Nick	9581 W 1100 North	Demotte	IN	46310	(219) 695-0400
27	11	101-2011	Johnson	Tonya	5332 Boulder Avenue	Portage	IN	46368	(219) 678-1378
28	12	101-F519A	Storey	Jerry	2006 Glendale Blvd	Valparaiso	IN	46383	(219) 465-8282
PENNSYLVANIA - PHILADELPHIA SUPPORT CENTER									

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems, Inc Support Center

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

10 - WEEK NO CONTACT LIST

(FRANCHISEES FROM WHOM THERE WAS NO RESPONSE TO THE 10 - WEEK NO CONTACT LETTER)

AS OF THE ISSUANCE DATE OF MARCH 31, 2017

	Franchise	Last Name/ Franchised Business Name	First Name	Address	City	State	Zip	Phone
29	1	102-F908 Shaw	Andre	810 S Walnut St	Wilmington	DE	19801	(302) 722-7595
30	2	102-F565T Kim	Moo Jung	2715 Bedford Circle	Lakeland	FL	33810	(215) 715-8889
31	3	102-F136 Tran	Leo	3606 Creamery Rd	Bensalem	PA	19020	(267) 269-2307
32	4	102-1154 Feliciano	Gladys	2121 Cypress Rd	Bethlehem	PA	18018	(484) 358-5940
33	5	102-1275 Jackson	Vernon	619 East 21 st	Chester	PA	19013	(484) 995-0251
34	6	102-1176 Brahimi	Mimoza	98 Drummers Lane	Chesterbrook	PA	19087	(267) 475-4188
35	7	102-T991 Al Tayeh	Noor	9809 Bonner St	Philadelphia	PA	19115	(215) 908-8476
36	8	102-1123 Brown	Terrence	3152 No Pennock St	Philadelphia	PA	19132	(267) 602-5301
37	9	102-1223 Calle	Yuliet	531 Glenview St	Philadelphia	PA	19111	(407) 967-0760
38	10	102-F1058 Foster	Stacey	2659 Wolf St	Philadelphia	PA	19145	(215) 927-1410
39	11	102-1110 Hoxhaj	Donald	7420 Shisler St	Philadelphia	PA	19111	(215) 749-2371
40	12	102-1153 Linder	Angelique	613 Winton St	Philadelphia	PA	19148	(215) 237-8587
41	13	102-f1069 Saunders	Veldon	2833 North 25th St	Philadelphia	PA	19132	(267) 949-6157
42	14	102-F814 Sims	Claude	2929 North Van Pelt St	Philadelphia	PA	19132	(215) 251-2098
43	15	102-1295 Speller	Kimberly	4220 Otter St	Philadelphia	PA	19104	(267) 968-0178
44	16	102-F618 Woods	Curtis	1919 E Chelten Ave	Philadelphia	PA	19138	(267) 982-9328
45	17	102-F620 Grant	Michael	1030 Jackson ave	Sharon Hill	PA	19079	(215) 432-0523

WASHINGTON D C - WASHINGTON D C SUPPORT CENTER

46	1	103-F1050 Cleanique Cleaning		2 Ridge Rd S E	Washington	DC	20019	(202) 584-2498
47	2	103-1354 KB Cleaning Services, LLC		5456 B Street SE	Washington	DC	20019	(202) 553-3827
48	3	103-F977 Tela	Florence & Tonerai	66 Jefferson St	Washington	DC	20011	(240) 688-9655

NEW JERSEY - NORTHERN NEW JERSEY SUPPORT CENTER

49	1	105-F774 Persaud	Shivnarine	493 Avenue E	Bayonne	NJ	07002	(201) 332-6621
50	2	105-1682 Rodriguez	Francisco	208 Newark Avenue	Bloomfield	NJ	07003	(862) 202-0608
51	3	105-1388 Lee	Yoon	602 6th Street Flr 2	Carlstadt	NJ	07072	(201) 310-6610
52	4	105-1503 Hernandez	Sara	11 Wolcott Road	Dumont	NJ	07628	(201) 800-3020
53	5	105-F778 Marcos	Fernando	20 Mitchell Avenue	East Brunswick	NJ	08816	(732) 257-9045
54	6	105-1703 Lowe-Montrose	Pamilla	43 S Walnut Street	East Orange	NJ	07018	(973) 592-7691
55	7	105-F722 Delvalle	Charles	430 Orchard Street	Englewood	NJ	07631	(201) 894-1325
56	8	105-1701 Crawford	Jamel	124 East 11th Street	Linden	NJ	07036	(973) 855-8541
57	9	105-F1197 Vargas	Pamela	2015 Dill Avenue	Linden	NJ	07036	(908) 220-0822

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems, Inc Support Center

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC. ¹

10 - WEEK NO CONTACT LIST

(FRANCHISEES FROM WHOM THERE WAS NO RESPONSE TO THE 10 - WEEK NO CONTACT LETTER)

AS OF THE ISSUANCE DATE OF MARCH 31, 2017

		Franchise	Last Name/ Franchised Business Name	First Name	Address	City	State	Zip	Phone
58	10	105-F1128	Valdez	Rosita	368 Copeland Avenue	Lyndhurst	NJ	07071	(908) 377-5878
59	11	105-F869	Roskowski	Victor	221 North 7th Avenue	Manville	NJ	08835	(732) 331-3104
60	12	105-1663	Allen	Shane	PO Box 978	Orange	NJ	07050	(732) 309-4866
61	13	105-1688	Benites	Anghelo	1023 East 19th Street	Paterson	NJ	07501	(862) 668-9214
62	14	105-F963	Higuira	Orlando	128 Maple Street	Paterson	NJ	07522	(201) 301-5948
63	15	105-1695	Tirado	Lenor	522 14th Avenue	Paterson	NJ	07504	(973) 820-3196
64	16	105-F468	Delarosa	Antonio	5 Barnett Place	Piscataway	NJ	08854	(848) 391-3347
65	17	105-F701	Quito	Nenito	PO Box 7373	Somerset	NJ	08875	(732) 249-4171
66	18	105-T1194	Campiglia	Rosanna	5 Cedar Lane	Succasunna	NJ	07876	(862) 224-0291
67	19	105-1689	Davis	Brittany	20 W Mosholu Pkwy South Apt 22	Bronx	NY	10468	(646) 764-0126
68	20	105-F1179	Olaniwun	Adekunle	2333 Webster Avenue Apt 7B	Bronx	NY	01458	(718) 735-5318
69	21	105-F318	Ross	Basil	864 East 169th Street No 1	Bronx	NY	10459	(718) 991-3540
70	22	105-F1159	George	Brian	680 Wortman Avenue	Brooklyn	NY	11208	(973) 886-6475
71	23	105-F260	Martinez	Ismael	725 McDonough Street # 3B	Brooklyn	NY	11233	(516) 444-2269
72	24	105-1583	Marshall	Ruby	60 St Nicholas Avenue 1C	New York	NY	10026	(646) 625-0916
73	25	105-1645	Chzuelle	Martina	24 Farley Drive	West Haverstraw	NY	10993	(845) 270-7213
WISCONSIN - MILWAUKEE SUPPORT CENTER									
74	1	107-F855	Ramirez	Juan	913 North Mason Street	Appleton	WI	54914	(920) 277-6722
75	2	107-969	Callahan Cleaning LLC		8129 W Green Tree Road	Brown Deer	WI	53223	(414) 233-6620
76	3	107-F400	Chong	Thao	1679 Kennedy Drive	Green Bay	WI	54304	(920) 246-4040
77	4	107-F613	Thao	Chue & Chia	1781 Susan Lane	Green Bay	WI	54303	(920) 819-3540
78	5	107-1000	Mirror Clean LLC		913 Frost Road, Apt D	Howards Grove	WI	53083	(414) 628-3042
79	6	107-T784	Geiter	Theresa	W179N8626 Village Court	Menomonee Falls	WI	53051	(262) 271-4323
80	7	107-F749	A-1 Cleaning Services of Wisconsin LLC		7908 N 107th Street #1	Milwaukee	WI	53224	(414) 737-4000
81	8	107-F590	A1 Commercial Cleaning Services, LLC		3924 W Good Hope Road, Apt 8	Milwaukee	WI	53209	(414) 326-8237
82	9	107-1037	Alpha Quick'n Clean Commercial LLC		1564 W Howard Avenue	Milwaukee	WI	53221	(414) 873-4088
83	10	107-1004	Beverlys Cleaning Angels LLC		3856 N 39th Street	Milwaukee	WI	53216	(414) 551-1985
84	11	107-949	Bradley Investors, LLC		4446 North 40th Street	Milwaukee	WI	53209	(414) 507-6091

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¹Melton Franchise Systems, Inc Support Center

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10 - WEEK NO CONTACT LIST

(FRANCHISEES FROM WHOM THERE WAS NO RESPONSE TO THE 10 - WEEK NO CONTACT LETTER)

AS OF THE ISSUANCE DATE OF MARCH 31, 2017

Franchise	Last Name/ Franchised Business Name	First Name	Address	City	State	Zip	Phone
85 12 107-970	D&S Contractors LLC		5832 N 81st Street	Milwaukee	WI	53218	(262) 880-5337
86 13 107-1036	Exclusive Commercial Cleaning Services, LLC		4877 N 55th Street	Milwaukee	WI	53218	(414) 312-3134
87 14 107-F631	Harvey	Mary	4953 North 21 Street	Milwaukee	WI	53209	(414) 447-6785
88 15 107-1028	Helping Arms LLC		4535 N 69th Street	Milwaukee	WI	53218	(414) 629-7796
89 16 107-985	iScrubz Cleaning LLC		4001 W Hemlock Avenue	Milwaukee	WI	53209	(414) 745-9874
90 17 107-F585	Lukojo	Tom	10431 W Silver Spring Drive	Milwaukee	WI	53225	(414) 462-9996
91 18 107-1002	Moe LLC		4235 N 70th Street	Milwaukee	WI	53216	(414) 722-2672
92 19 107-1024	Ruukspin LLC		3750 N 37th Street	Milwaukee	WI	53216	(414) 233-6001
93 20 107-1016	Spring Clean LLC		1105 E Keefe Avenue	Milwaukee	WI	53212	(414) 255-5879
94 21 107-1019	Tangerine Clean LLC		4231 N 104th Street, #1	Milwaukee	WI	53222	(414) 888-0681
95 22 107-F826	Thrower	Andrea	9046 N 86 Street	Milwaukee	WI	53224	(414) 364-2727
96 23 107-F110	Turner	Walter	5877 N 78th Street	Milwaukee	WI	53218	(414) 241-9400
97 24 107-926	T and K Cleaning Solutions LLC		624 Waugoo Avenue	Oshkosh	WI	54901	(920) 203-8750
98 25 107-792	Vang	Nao	5266 Howard Avenue	Stevens Point	WI	54481	(715) 572-1871
99 26 107-958	KDJ Cleaning Service LLC		9997 North Avenue #176	Wauwatosa	WI	53226	(414) 737-9017
FLORIDA - TAMPA SUPPORT CENTER							
100 1 108-F727	Blake	Donnis	6618 Carrington Sky Dr	Apollo Beach	FL	33572	
101 2 108-F748	Blake	Aleatha	6618 Carrington Sky Dr	Apollo Beach	FL	33572	
102 3 108-719	Bryant	Mary	2224 9th Ave W	Bradenton	FL	34205	(941) 773-3090
103 4 108-603	Hanner	Virginia	411 Bryan Oaks Ave	Brandon	FL	33511	(813) 526-3210
104 5 108-F735	Carralero	Julio	5851 52nd Ave N	Kenneth City	FL	33709	
105 6 108-638	Parker	Maranza	141 Fernery Rd	Lakeland	FL	33809	
106 7 108-F805	Huang	Katie & Anthony	3024 Meadow Lake Ave	Largo	FL	33771	
107 8 108-948	Trujillo	Raul	8325 Night Owl Ct	New Port Richey	FL	34655	(727) 859-2521
108 9 108-841	Ngamsanga	Rasan	6381 103rd Ave	Pinellas Park	FL	33782	
109 10 108-844	Cabral	Brunilda	12417 Adventure Dr	Riverview	FL	33569	
110 11 108-501	Vina	Robeirt	10815 Captstan Lake Dr	Riverview	FL	33579	(813) 914-7164
111 12 108-F649	Enciso	Luis	4926 Ebensburg Dr	Tampa	FL	33647	
112 13 108-1004	Hicks	Ozzie	4810 37th St N	Tampa	FL	33610	
113 14 108-946	Porter	Tequilla	3608 N Garrison St	Tampa	FL	33619	(813) 846-6874
114 15 108-1000	Wiggins	Angela	2005 Tidewater Ct	Tampa	FL	33619	

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COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹

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AS OF THE ISSUANCE DATE OF MARCH 31, 2017

		Franchise	Last Name/ Franchised Business Name	First Name	Address	City	State	Zip	Phone
115	16	108-1023	Omer	Trevor	1329 Locomotive Ct	Valrico	FL	33594	
116	17	108-507T	Zephir	Yvonne	3667 Queens Cove Blvd	Winter Haven	FL	33880	
TEXAS - HOUSTON SUPPORT CENTER									
117	1	109-T892	Broussard	Leola	21538 No Werrington Way	Houston	TX	77073	(281) 893-9794
CALIFORNIA - SACRAMENTO SUPPORT CENTER									
118	1	110-F1184	Santamaria Valencia	Austreberto	1446 6th Ave	Corning	CA	96021	(209) 640-7137
119	2	110-F284T	Xiong	Outhaya	1097 Jewelflower St	Olivehurst	CA	95961	(530) 329-2775
120	3	110-F320	Keophet	Amala	620 Los Lunas Way	Sacramento	CA	95833	(916) 921-5596
121	4	125-F-0979	Carillo	Steve	1845 Korvel Ct	Stockton	CA	95210	(209) 817-9958
122	5	125-F1006	See Yang	Amanda	3509 Sunny Rd	Stockton	CA	95215	(209) 898-2662
123	6	110-F1098	Allbaugh	Juanita	415 Lasalle Street	Woodbridge	CA	95258	(209) 298-3101
NEW YORK - LONG ISLAND SUPPORT CENTER									
124	1	111-F110T	Rerd	Isaiah	20 Saratoga Avenue	Babylon	NY	11704	(631) 255-9394
125	2	111-781	Adedapo	Adebayo	1685 Saint John Place	Brooklyn	NY	11233	(347) 399-9531
126	3	111-F627	Wheatle	Verel	800 East 52nd Street	Brooklyn	NY	11203	(917) 886-3314
127	4	111-F635	Welsch	Donovan	8 Stirrup Lane	Glen Cove	NY	11542	(516) 509-9185
128	5	111-F513	Bermudez	Ana	21 Croley Street	Huntington	NY	11743	(631) 988-2413
OHIO - COLUMBUS SUPPORT CENTER									
129	1	114-663	Jordan	Tijon	19135 US Highway 19 N Apt F29	Clearwater	FL	33764	(614) 625-9950
130	2	114-636	Young	Emmanuel	173 Bold Venture	Danville	KY	40422	(606) 271-1340
131	3	114-423	Jalloh	Idrissa	8289 Olympus Lane	Blacklick	OH	43004	(614) 755-2819
132	4	114-728	Ali	Zeinabu	1455 Myrtle Avenue	Columbus	OH	43211	(614) 772-0151
133	5	114-710	Bangura	Isha	1351 Barnes Dr	Columbus	OH	43229	(614) 743-0324
134	6	114-668	Byrd	Andre	780 Kimbal Place	Columbus	OH	43205	(614) 373-0752
135	7	114-625	Edwards	Shannon	4837 Crosscreek Drive	Columbus	OH	43232	(614) 762-7202
136	8	114-685	Holloway	Jessica	142 N Wayne Ave	Columbus	OH	43204	(614) 599-6381
137	9	114-700	Inah	Emmanuel	6072 Sharon Woods Blvd	Columbus	OH	43229	(614) 843-0959
138	10	114-647	Jones	Cheryl	1841 Berkeley Rd	Columbus	OH	43207	(614) 445-9504
139	11	114-682	Knox	Lawrence	1623 Courtright Road	Columbus	OH	43227	(614) 990-5828
140	12	114-673	Lamin	Albert	6710 Concourse Drive	Columbus	OH	43229	(614) 516-3408
141	13	114-684	Lowe	Derrick	619 South 22nd Street	Columbus	OH	43205	(614) 972-0550
142	14	114-688	Mahat	Yussuf	3053 Charlotte Dr	Columbus	OH	43224	(614) 377-9453

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143	15	114-583	Minniefield	Theresa	2217 Strimple Ave	Columbus	OH	43229	(614) 256-1074
144	16	114-699	Mohammad	Deeqa	2351 Clybourne Rd	Columbus	OH	43231	(614) 589-8911
145	17	114-732	Patray Jr	Eric	3979 Elaine Pl N	Columbus	OH	43227	(614) 598-4614
146	18	114-312	Pollett	George	1651 Farberdale Drive	Columbus	OH	43223	(614) 274-6098
147	19	114-642	Simmons	Frances	2486 Burgandy Lane	Columbus	OH	43232	(614) 313-7442
148	20	114-693	Viassy	Kofi	2186 Belcher Dr	Columbus	OH	43224	(614) 218-4466
149	21	114-T286	Simpson	Jewel	8621 Meadowton Ct	Pickerington	OH	43147	(614) 657-4676
150	22	114-709	Sims	Cara	7224 Candlestone Drive	Reynoldsburg	OH	43068	(614) 815-3594
CALIFORNIA - ORANGE COUNTY SUPPORT CENTER									
151	1	115-795	Leon	Sofronio	2108 Wallace Ave	Costa Mesa	CA	92627	(949) 939-8871
152	2	115-824	Polee	Kamilah	18066 Lakeshore Dr	Lake Elsinore	CA	92530	(951) 445-6523
153	3	115-845	Edwards	Richard	581 Pleasant St #3	Long Beach	CA	90805	(562) 285-8325
FLORIDA - FORT MYERS SUPPORT SYSTEM									
154	1	116-F542	Tazbir	Joseph & Kathy	21 N Osceola Ave	Arcadia	FL	34266	(941) 276-8058
155	2	116-F768	Landaburu	Monica	403 SE 24th Ave	Cape Coral	FL	33990	(239) 464-6200
156	3	116-F835	Mujica	Lidiana	2213 NE 2nd Ave	Cape Coral	FL	33909	(908) 267-2833
157	4	116-887	White	Herman	1714 sw 1st Place	Cape Coral	FL	33991	(239) 214-1845
158	5	116-965	Cabrera	Rafaela	478 Netherland Ave	Fort Myers	FL	33903	(941) 580-1259
159	6	116-F222	Delany	James	13160 Parkine Dr	Fort Myers	FL	33913	(239) 218-6722
160	7	116-F565	Howard	Edna	7202 Jasmine Rd	Fort Myers	FL	33912	(239) 267-5348
161	8	116-906	Mc Pherson	Kevin A	P O Box 60486	Fort Myers	FL	33906	(239) 223-1432
162	9	116-979	Lamour	Bertha	863 Cucumber Lane	Immokalee	FL	34142	(239) 675-9245
163	10	116-878	Vasquez	Yolanda	1412 Carson Rd	Immokalee	FL	34142	(239) 867-1380
164	11	116-918	Ambeau	Edourd	4215 6th St West	Lehigh Acres	FL	33971	
165	12	116-F836	MacKenson	Pierre	4613 6th St W	Lehigh Acres	FL	33971	(239) 265-3253
166	13	116-F833	Pierre	Simone	403 Highland Ave	Lehigh Acres	FL	33972	(239) 895-7586
167	14	116-F623	Wilson	Winston & Yolette	276 Justine Cir	Lehigh Acres	FL	33936	(239) 770-4800
168	15	116-F670	Woods	Eloise	515 Hamilton Ave	Lehigh Acres	FL	33972	(239) 369-5772
169	16	116-961	Alteme	Marlene	5301 Hunter Blvd Unit E	Naples	FL	33116	(239) 465-5703
170	17	116-F567	Giannotti	Elizabeth	4250 32nd Ave SW	Naples	FL	34116	(239) 919-9079
171	18	116-867	Padron	Yenisleydis	2976 Tropicana Blvd Unit B	Naples	FL	34116	(239) 285-1343

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172	19	116-933	Pauleus	Joseph	4633 24th pl sw Apt 8	Naples	FL	34116	(239) 272-5576
173	20	116-913	Pierre	Salane	161 Santa Clara Dr #15	Naples	FL	34104	(239) 384-0976
174	21	116-926	Prieto	Maria	1755 Azalea Lane	Naples	FL	34105	
175	22	116-986	Valencia	Mac	2564 10th St Apt 203	Sarasota	FL	34237	(941) 203-9396
176	23	116-F783	Gonzales	Naly	1416 Harrison Ave	Des Moines	IA	50314	(239) 297-2919
OHIO - CINCINNATI SUPPORT CENTER									
177	1	119-968	DDH Cleaning LLC		21 Orion Avenue	Cincinnati	OH	45219	(513) 652-9360
178	2	119-962	Deanna J Smith		2179 Westwood-Northern Blvd	Cincinnati	OH	45225	(513) 213-3038
179	3	119-976	Imperial Janitorial LLC		7210 Jamerine Court	Cincinnati	OH	45239	(513) 403-8104
180	4	119-779	Joseph K Sarfo-Benson		2700 Hill Vista Lane #4	Cincinnati	OH	45239	(513) 322-3085
181	5	119-922	One Force Cleaning Company		3115 Cavanaugh Avenue	Cincinnati	OH	45211	(513) 223-6998
182	6	119-971	Queen's Cleaning LLC		5404 Kingsway Court West	Cincinnati	OH	45215	(513) 344-7001
183	7	119-939	Terracita A Hodgkin		3031 Feltz Avenue	Cincinnati	OH	45211	(513) 763-9663
184	8	119-464	Cindy Guy		5162 Montgomery Road	Norwood	OH	45212	(513) 238-0908
185	9	119-977	Pro Janitorial Team LLC		6833 Grinsby Lane	West Chester	OH	45011	(920) 360-3931
WISCONSIN - MADISON SUPPORT CENTER									
186	1	124-762	Mecollari	Mandela	408 Highland Avenue	Fort Atkinson	WI	53538	(920) 723-9105
CALIFORNIA - SAN BERNARDINO SUPPORT CENTER									
187	1	126-1353	Robert D Lopez Jr dba RL Cleaning Services		11015 Picard Place	Beaumont	CA	92223	(909) 800-7435
188	2	126-F1166	Jones-Garland	Latrice	8930 Sugarcane Court	Corona	CA	92883	(951) 258-7871
189	3	126-1298	Prieto	Maria Del Carmen	13247 Hitching Rail Circle	Corona	CA	92883	(951) 674-2338
190	4	126-F1286	Thrower	John Wallace	959 S Whitecliff Drive	Diamond Bar	CA	91765	(909) 618-6316
191	5	126-F1216	Huerta	Guadalupe	16655 Raymond Avenue	Fontana	CA	92336	(909) 743-3897
192	6	126-1376	Neri's Commercial Cleaning		16015 Barbee Avenue	Fontana	CA	92336	(909) 232-5401
193	7	126-1367	Maria E Vargas De Mata dba Mata's Cleaning System		16910 Palm Street	Hesperia	CA	92345	(760) 684-9490
194	8	126-F1186	Johnson	Brett	7418 Marshall Ct	Highland	CA	92346	(909) 647-5454
195	9	126-F1162	Jacobo	Aureliano	14909 Meridian Place	Moreno Valley	CA	92555	(951) 231-5914
196	10	126-1332	Sandoval	Frank Jess	1456 E Philadelphia St SP 296	Ontario	CA	91764	(909) 994-0118
197	11	126-F1225	Provence	Andrew	735 S El Molina Ave	Pasadena	CA	91106	(626) 399-1684

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198	12	126-1305	Jan	Javoori Bin Kasm	1680 W Via Bello Drive	Rialto	CA	92377	(909) 265-3411
199	13	126-1156A	Mendez	Eva	3453 Gwinnett Drive	Riverside	CA	92503	(951) 224-0981
200	14	126-F1227	Leon	Isabel	28768 Vela Drive	Sun City	CA	92586	(951) 973-4315
NEVADA - LAS VEGAS SUPPORT CENTER									
201	1	127- F514	Caja	Silvia	2625 Jansen Ave	Las Vegas	NV	89101	(702) 717-1024
MICHIGAN - DETROIT SUPPORT CENTER									
202	1	134-1147	Bynum's Cleaning Service		15102 Greenview Road	Detroit	MI	48223	(313) 450-3035
203	2	134-1099	Darnell Cleaning Services LLC		19990 Wisconsin Street	Detroit	MI	48221	(313) 978-9112
204	3	134-F1015	Jenkins	Lawrence	9911 Lauder	Detroit	MI	48227	(313) 995-0096
205	4	134-F671	Motown Maintenance		19443 Pennington	Detroit	MI	48221	(313) 539-0721
206	5	134-1227	T&G Property Management LLC		8546 Sorrento Street	Detroit	MI	48228	(616) 337-4790
207	6	134-F937	Vincent, Jr	Cecil	18200 Curtis	Detroit	MI	48219	(313) 580-3583
208	7	134-1078	VSR Commercial Cleaning Inc		18420 Archdale Road	Detroit	MI	48235	(313) 255-4981
209	8	134-1112	Sovereign Solutions LLC		38200 Sartoga Circle	Farmington Hills	MI	48331	(313) 475-0179
210	9	134-1199	Premier Quality Cleaning Service LLC		36 West Mahan Avenue	Hazel Park	MI	48030	(313) 300-9182
211	10	134-1098	Sims	Kevin	4326 Dell Road, Apt J	Lansing	MI	48911	(517) 256-4888
212	11	134-1163	Fulli Clean LLC		9332 Sarasota	Redford	MI	48239	(313) 701-2613
213	12	134-1185	Promise Land Janitorial LLC		16289 Harrison	Romulus	MI	48174	(313) 205-3348
214	13	134-F149	Buford	Brian	17660 Gateway Circle	Southfield	MI	48075	(248) 423-3071
215	14	134-1214	Johnson's Group Company LLC		17284 Windflower Drive	Southfield	MI	48076	(313) 673-5677
216	15	134-F364	Mason	Ralph	17319 Westland Avenue	Southfield	MI	48075	(248) 569-5918
217	16	134-F1016	Straughter II	Douglas	19126 Nadol Drive	Southfield	MI	48075	(248) 250-3399
218	17	134-F665	Skwarek	Elzbieta	4315 Alleghany	Troy	MI	48085	(248) 740-8461
219	18	134-F823	Johnson	May	7521 Marian Avenue	Warren	MI	48092	(734) 404-5843
220	19	134-1065	Tate	Shamika	30335 Marshall Court	Westland	MI	48186	(734) 674-4888
GEORGIA - ATLANTA SUPPORT CENTER									
221	1	135-232	Travis Rawles dba Picture Perfect Interiors		641 River Walk	Douglasville	GA	30134	(770) 655-1094
222	2	135-385	Divine Professional Cleaning Services, LLC		1675 Camden Forrest Way	Riverdale	GA	30296	(404) 936-7324

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LOUISIANA - LOUISIANA SUPPORT CENTER								
223	1	137-272	Davis	Lionel	4913 Virgilian St	New Orleans	LA	70126 (504) 473-3697
224	2	137-303	Grumbs	Desiree	505 New St	New Orleans	LA	70114 (504) 289-6765
225	3	137-F219	Mitchell	Lakeisha	576 NW 2nd St	Reserve	LA	70084 (504) 237-8638
226	4	137-253	Sykes	Lakita	2022 Oak Creek Rd Apt 113	River Ridge	LA	70123 (504) 333-3352
OHIO - DAYTON SUPPORT CENTER								
227	1	140-848	Clark	James E	1209 Edison St	Dayton	OH	45417 (937) 305-9400
228	2	140-937	Gwiza	Andrew	3860 Lakebend Drive Apt A1	Dayton	OH	45404 (937) 654-6146
229	3	140-870	Louis	Junior Jean	4771 Pennswood Drive	Dayton	OH	45424 (937) 718-5722
230	4	140-924	Tarantine	Sheila	4631 Laural Drive	Dayton	OH	45417 (937) 260-0396
231	5	140-911	Woods	Richard	4242 Gardendale Ave	Dayton	OH	45417
232	6	140-912	Woods	Richard	4242 Gardendale Ave	Dayton	OH	45417
233	7	140-648	Hussain	Syed Sam	1483 Cameron Drive	Fairborn	OH	45324 (937) 258-2151
234	8	140-639	Weidner	Maureen	104 N Twelfth St	Miamisburg	OH	45342 (937) 866-8171
PENNSYLVANIA - PITTSBURGH SUPPORT CENTER								
235	1	141-F817	Hudley	David	400 Dorothy Street Apartment N2	E Pittsburgh	PA	15112 (412) 452-3883
236	2	141-1039	Donald	Andrew	110 1st Street	Leechburg	PA	15656 (412) 636-1250
237	3	141-F633	Richardson	Gary	539 Green Leaf Drive	Monroeville	PA	15146 (412) 607-5395
238	4	141-915	Edmonds	Erik	1431 Granview Avenue	North Braddock	PA	15104 (412) 475-3008
239	5	141-F827	Milton Horton	Sam McGraw	306 Clabale Drive	North Versailles	PA	15137 (412) 853-5669
240	6	141-F755	Haynes	Demond	525 Fifth Street	Pitcairn	PA	15140 (412) 287-0850
241	7	141-976	Harper	LaRon	380 Enright Court	Pittsburgh	PA	15206 (412) 680-0011
242	8	141-881	Jackson	Daniel	18 Edinboro Drive	Pittsburgh	PA	15235 (412) 726-5734
243	9	141-979	Shiela Gilmore	Allen Bonneau	2036 Sampson Street	Pittsburgh	PA	15221 (412) 638-4956
244	10	141-1055	Smithson	Michael	415 Shelbourne Drive	Pittsburgh	PA	15239 (412) 475-4297
245	11	141-1038	Terry	Ryan	340 Enright Court	Pittsburgh	PA	15206 (412) 320-6930
NORTH CAROLINA - CHARLOTTE SUPPORT CENTER								
246	1	142-F195	Bowman	Reginald	10506 Wilson Glen Drive	Charlotte	NC	28214
247	2	142-1078	Brazzle	Danyelle	3516 Arsenal Ct, #103	Charlotte	NC	28273
248	3	142-1011	Ford	Nichole	6525 Quarterbridge Lane	Charlotte	NC	28262
249	4	142-F309Y	Horton	Herbert	PO Box 7808	Charlotte	NC	28241

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250	5	142-1056	Jackson	Toni	13613 Armour Ridge Drive	Charlotte	NC	28273	
251	6	142-1123	McClendon	Roosevelt	10027 Garth Woods Road	Charlotte	NC	28273	
252	7	142-1057	Robinson	Christopher	6906 Barefoot Forest Drive	Charlotte	NC	28269	
253	8	142-1087	Tadesse	Yemsrach	15034 Jerpoint Abby Drive	Charlotte	NC	28273	
254	9	142-1027	Castro	Eduardo	1203 Cloninger Avenue	Gastonia	NC	28052	
255	10	142-1114	Rodriquez	Oscar	4601 Jacquelyne Drive	Indian Trail	NC	28079	
256	11	142-F346Y	Lee	Stephen	PO Box 403	Clover	SC	29710	
257	12	146-F113Y	Watson	Williams	4504 Pine Lake Drive	Myrtle	SC	29577	
258	13	142-1113	Miller	Michael	339 Glenwood Drive	Rock Hill	SC	29732	
CALIFORNIA - SAN FRANCISCO SUPPORT CENTER ¹									
259	1	735-F9020	Jose S Vasquez		28200 Amour St	Hayward	CA	94545	(510) 600-8967
260	2	150-11287	Andrade Janitorial Services LLC		2000 36th Avenue Apt 104	OAKLAND	CA	94601	(510) 692-2675
261	3	150-11311	ARA Business Services LLC		15774 Paseo Largavista	SAN LORENZO	CA	94580	(650) 445-1449
UTAH - UTAH SUPPORT CENTER ¹									
262	1	775-F46	Cama	Jesus	3509 W El Cajon Circle	West Valley	UT	84119	(801) 654-7125
263	2	151-87	Gonzalez	Jessie	1038 W 630 N	Bonie	UT	84057	(801) 473-4148
264	3	151-145	Paez	Rocio	760 N 900 W	Salt Lake City	UT	84104	(801) 410-2146
265	4	151-117	Torrez	Jorge	222 N 1200 W Trailer #171	Orem	UT	84057	(801) 687-8873
CALIFORNIA - LOS ANGELES SUPPORT CENTER ¹									
266	1	733-18084	Irma Calderson dba Irma Cleaning Services		8561 De Soto Ave #280	Canoga Park	CA	91304	(818) 922-4662
267	2	733-7022	Vasquez	Carlos Sanchez	43601 33rd Street East	Lancaster	CA	93535	(805) 407-5517
268	3	733-18063	Bojorquez	Maria	4121 La Salle Ave	Los Angeles	CA	90062	(323) 385-2802
269	4	733-7089	Lopez	Karla	3870 Revere Ave	Los Angeles	CA	90039	(323) 490-6200
270	5	152-18150	Taipan Enterprise Inc		2306 West 74th Street	Los Angeles	CA	90043	(702) 759-3835
HAWAII - HAWAII SUPPORT CENTER ¹									
271	1	734-F590	Magbulos	Norwel	1351 Kukila Street	Honolulu	HI	96818	(808) 393-1957
272	2	153-1285	Quintua	Rodolfo	640 Kalihi Street	Honolulu	HI	96819	(808) 725-0903
273	3	734-F605	Rivera	Rene	45-401 Kuaua Way	Kaneohe	HI	96744	(808) 599-0060
274	4	734-F633	Factora	Chris Jan	830 Second Street	Pearl City	HI	96782	(808) 428-5607
275	5	734-F626	Aceret	Odilon	94-248 Pupukoa Street	Waipahu	HI	96797	(808) 386-0719

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AS OF THE ISSUANCE DATE OF MARCH 31, 2017

		Franchise	Last Name/ Franchised Business Name	First Name	Address	City	State	Zip	Phone
276	6	153-1291	Baldonado	Shirley	94-1045 Kaloli Loop	Waipahu	HI	96797	(808) 728-1021
277	7	734-F592	Manayan	Hector	94-816 Kumukula Street	Waipahu	HI	96797	(808) 469-0568
CALIFORNIA - FRESNO SUPPORT CENTER ¹									
278	1	766-F5163	Pina	Lydia	567 Lum Drive	Kerman	CA	93630	(559) 930-4290
279	2	766-12007	Silpachai	Sarn	3241 W Payson Ave	Visalia	CA	93291	(559) 802-2640
CALIFORNIA - VENTURA SUPPORT CENTER ¹									
280	1	722-F3160	Rocha	George	385 Brister Park Court	Camarillo	CA	93012	(805) 443-0500
281	2	722-2025	Perez	Maria R	844 River Street	Fillmore	CA	93015	(805) 551-0861
282	3	722-3046	Gennell	Augusto	3837 Calle Clara Vista	Newbury Park	CA	91320	(805) 795-1101
283	4	722-F3141	Ambriz	Baldemar	405 W Birch Street	Oxnard	CA	93033	(805) 890-4030
284	5	722-3072	Orozco	Jose	1845 MacArthur	Oxnard	CA	93033	(805) 607-2511
285	6	722-F3104	Rodriguez	Susana	2626 Vista Loop	Oxnard	CA	93036	(805) 890-1469
286	7	722-F3110	Botello	Pablo	1131 Linda Circle	Paso Robles	CA	93446	(805) 234-4225
287	8	722-F3137	Estrada	Rafael	2676 Anchor Avenue	Port Hueneme	CA	93041	(805) 414-0504
288	9	722-F3133	Torres	Martin	432 Nogal Drive	Santa Barbara	CA	93110	(805) 403-6313
289	10	722-3066	Sanchez	Filiberto	1618 N Vine Street	Santa Maria	CA	93454	(805) 928-7384
290	11	722-3083	Gutierrez	Nora	38 Gray Pine Ave	Templeton	CA	93465	(805) 286-8753
NEBRASKA - OMAHA SUPPORT CENTER									
291	1	739-F1034	Fingerprint Cleaning LLC		421 Forest Drive	Council Bluffs	IA	51503	(712) 326-9018
292	2	156-2158	L&E Cleaning Services LLC		3200 Indianola Avenue, Apt D36	Des Moines	IA	50315	(515) 460-0926
293	3	156-2155	D&M Cleaning Solutions, Inc		2616 South 10th Avenue	Broadview	IL	60155	(708) 674-0718
OREGON - OREGON SUPPORT CENTER									
294	1	712-F486	Durnjak	Dragana	16184 SW Deline	Beaverton	OR	97007	(503) 649-3203
295	2	712-F549	Prasad	Ranita	1352 SE 67th Ave	Hillsboro	OR	97123	(503) 642-9423
296	3	712-F472	Prasad	Virendra	3779 NW 4th Way	Hillsboro	OR	97124	(503) 407-5046
FLORIDA - PALM BEACH SUPPORT CENTER									
297	1	498-2051	Iglesias	Roberto	823 Colonial Rd	West Palm Beach	FL	33405	(561) 452-1983
298	2	498-F2006	Perez	Sonia	4773 Sunny Palm Circle Apt D	West Palm Beach	FL	33415	(561) 932-6669
FLORIDA - SOUTH FLORIDA SUPPORT CENTER									
299	1	501-7536	Brewington /Sufficient Cleaning	Shantonina	2960 NW 203rd Terr	Carol City	FL	33056	(954) 483-0301
300	2	501-F7253	Acosta / Marin	Luz & Jose	6614 SW 41 Place	Davie	FL	33314	(954) 479-0958

Exhibit E to Janitorial Franchise Disclosure Document

COVERALL NORTH AMERICA, INC. AND MELTON FRANCHISE SYSTEMS, INC ¹

10 - WEEK NO CONTACT LIST

(FRANCHISEES FROM WHOM THERE WAS NO RESPONSE TO THE 10 - WEEK NO CONTACT LETTER)

AS OF THE ISSUANCE DATE OF MARCH 31, 2017

	Franchise	Last Name/ Franchised Business Name	First Name	Address	City	State	Zip	Phone
301	3	501-T7157	Marin / Femaran Corp	Fernando	6537 SW 41st Place	Davie	FL	33314 (954) 249-3674
302	4	501-F7272	Norman	Shamikia	2100 NW 31st Ave	Ft Lauderdale	FL	33311 (954) 687-6704
303	5	501-7479	Arrate / Y & A Cleaning	Yaquiline	18875 NW 62nd Ave #104	Hialeah	FL	33015 (786) 306-4149
304	6	501-7384	Betancourt/ Gley B Cleaning	Gley	531 E 60th St	Hialeah	FL	33013 (786) 416-4529
305	7	501-7423	Hermida / CHN Cleaning	Ivon	6361 Raleigh St	Hollywood	FL	33024 (954) 871-6263
306	8	501-F1031	Johnson / J & J Ultimate	Junior	2615 Polk St Apt # 27	Hollywood	FL	33020 (954) 589-2840
307	9	501-T7305	Garvey	Lloyd	3301 Spanish Moss Terr # 611	Lauderhill	FL	33319 (954) 326-8968
308	10	501-7451	Mitchell / Kleen Sweep	Samatha	1310 NW 54th Terr	Lauderhill	FL	33313 (954) 297-1553
309	11	501-7518	Romain / Incomparable RR Cleaning		4960 SW 7th Ct	Margate	FL	33068 (754) 246-1735
310	12	501-F1058	Scarlett	Carlton	2022 Seville St	Margate	FL	33063 (954) 977-4718
311	13	501-F6031	Acosta	Gerardo	7211 SW 5th Terr	Miami	FL	33144 (305) 989-1369
312	14	501-F7317	Arias / Day & Night Cleaning	Vicenta	5900 SW 127th Ave # 3111	Miami	FL	33183 (239) 699-6851
313	15	501-F4021	Chapman/ Almas Cleaning	Alma & Hector	2996 NW 5th St	Miami	FL	33125 (786) 800-8206
314	16	501-7454	Lopez /CID Nat'l Clean	Yosbel	1343 NW 33rd St	Miami	FL	33142 (786) 217-5944
315	17	501-F4006	Elliott	Victoria	18711 NE 3rd Ct Apt 225	N Miami Bch	FL	33179 (786) 416-4558
316	18	501-7411	Abreu / Abreu Solutions	Nicolas	745 NW 49th Ave	Plantation	FL	33317 (954) 809-5476
317	19	501-F7295	Arroya / Team Jacob Cleaners	Vanessa	835 NW 82nd Ave	Plantation	FL	33324 (305) 903-0795
318	20	501-7542	Lowe / Extremely Clean	Cheryl	12289 NW 1st St	Plantation	FL	33325 (954) 397-5941
319	21	501-F7296	Sill / TG Watson	Garth	8037 Lake Point Court	Plantation	FL	33322 (954) 636-6226
320	22	501-F7025	Davis	Carmen	2400 NW 63rd Terr	Sunrise	FL	33313 (954) 748-0316
321	23	501-F7136	Albertini	Luis	9421 Santa Rosa Dr	Tamarac	FL	33321 (954) 652-1521
OHIO - CLEVELAND SUPPORT CENTER								
322	1	502-1028	Acoff	Phillip	1138 Kinzie Street	Akron	OH	44305 (330) 622-3497
323	2	502-1077	Tammy Johnson dba TJ's Cleaning Service		589 Oxford Street	Akron	OH	44310 (216) 324-3207
324	3	502-1155	Westside Cleaning LLC		891 Northfield Road	Bedford	OH	44146 (440) 650-6106
325	4	502-1147	The Clean Up Crew of Canton LLC		2332 Brookdale Street NW	Canton	OH	44709 (330) 354-3200
326	5	502-783	Craig	Donald	4107 E 143rd	Cleveland	OH	44128 (216) 324-2757
327	6	502-728	Johnson	Dian	11312 Orville Avenue	Cleveland	OH	44106 (216) 785-7361
328	7	502-1050	Provision Cleaning LLC		3670 West 116th	Cleveland	OH	44111 (216) 410-4333

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems, Inc Support Center

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC. ¹
10 - WEEK NO CONTACT LIST
(FRANCHISEES FROM WHOM THERE WAS NO RESPONSE TO THE 10 - WEEK NO CONTACT LETTER)
AS OF THE ISSUANCE DATE OF MARCH 31, 2017

	Franchise		Last Name/ Franchised Business Name	First Name	Address	City	State	Zip	Phone
329	8	502-1139	Purity Cleaning Services LLC		8206 Crumb Avenue	Cleveland	OH	44103	(216) 965-8581
330	9	502-917	Rosado	Carmen	3119 W 84 Street	Cleveland	OH	44102	(216) 303-9189
331	10	502-1143	The Dream Clean Team LLC		2903 Minnie Avenue	Cleveland	OH	44104	(216) 624-7040
332	11	502-1144	Triple Cleaning LLC		12019 Lena Street	Cleveland	OH	44135	(216) 501-0966
333	12	502-1164	Black Diamond Management LLC		904 East 237th Street	Euclid	OH	44132	(216) 322-1041
334	13	502-1173	Game Time Cleaning LLC		14613 James Avenue	Maple Heights	OH	44137	(216) 570-7018
335	14	502-1148	Side Income Solutions LLC		20501 Hillgrove Avenue	Maple Heights	OH	44137	(216) 640-6902
336	15	502-538	Headland	Daniel	1318 Beachwood Road	Salem	OH	44460	(330) 831-5220
337	16	502-1107	JLG Janitorial Service LLC		16781 Chagrin Blvd , #204	Shaker Heights	OH	44120	(216) 548-3804
338	17	502-1151	Chemical Carter Services LLC		4525 Whitehall Drive	South Euclid	OH	44121	(216) 712-8719
339	18	502-1128	NardO Commercial Cleaning LLC		775 Bridgeport Ave , #311	Streetsboro	OH	44241	(716) 994-2673
340	19	502-936	J and S Cleaning Services LLC		9417 Trivue Circle, Suite C	Twinsburg	OH	44087	(216) 374-1929

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is dated _____, 201__ between COVERALL NORTH AMERICA, INC., a Delaware corporation ("Coverall") and _____ ("Receiving Party")

Recitals

- Receiving Party is exploring the possibility of entering into a Janitorial Franchise Agreement with Coverall
- Receiving Party will have access to view Coverall's Confidential Information related to its manuals used in its Health-Based Cleaning System Training Program
- Coverall agrees to permit the Receiving Party to view its Confidential Information, upon the terms and conditions of this Agreement

Agreement

In consideration of Coverall's release of its Confidential Information to Receiving Party for viewing, Receiving Party agrees as follows

- 1 Recitals The foregoing Recitals are fully incorporated in the Terms as if set forth herein
- 2 Confidential Information As used in this Agreement, "Confidential Information" means Coverall's manuals as used in its Health-Based Cleaning System Training Program, which are not generally known to the public, are confidential, and are an asset of Coverall. In order to preserve Coverall's good will, the Confidential Information must be kept strictly confidential
- 3 Nondisclosure of Confidential Information Except as otherwise permitted by Section 4, Receiving Party agrees on its own behalf and on behalf of any third party to whom it discloses the Confidential Information in connection with its consideration of a Janitorial Franchise Agreement that it will not, and they will not, without the prior written consent of Coverall, disclose or use any Confidential Information. Receiving Party shall provide any third party with a copy of this Agreement, and obtain such third party's signature on such document
- 4 Permitted Disclosures Notwithstanding Section 3, the Receiving Party is permitted to
 - 4.1 Disclose Confidential Information to its advisors, officers and employees who have a need to know in order to assist Receiving Party in its consideration of a Janitorial Franchise Agreement, provided the Receiving Party shall first obtain Coverall's consent to such disclosure, and then take all such action as is necessary or desirable in order to ensure that each such person maintains the confidentiality of any Confidential Information that is so disclosed, including but not limited to executing this Agreement, and
 - 4.2 Disclose Confidential Information to the extent, but only to the extent, required by law, provided, that prior to making any disclosure pursuant to this subsection, the Receiving Party required to make such disclosure shall notify Coverall of the same, and the Coverall shall have the right to consult with the Receiving Party to discuss the amount and type of Confidential Information, if any, which must be disclosed in order to comply with applicable law
- 5 Equitable Relief The Parties acknowledge and agree that Coverall as the Disclosing Party would be irreparably damaged in the event that any of the provisions of this Agreement are not performed by the Receiving Party in accordance with its specific terms or are otherwise breached. Accordingly, it is agreed that Coverall is entitled to an injunction or injunctions to prevent breaches of this Agreement by the Receiving Party and Coverall has the right to specifically enforce this Agreement and its terms

Exhibit F to

Janitorial Franchise Disclosure Document

and provisions against the Receiving Party in addition to any other remedy to which Coverall may be entitled at law or in equity

- 6 Governing Law This Agreement is a contract under the laws of the State of Delaware and for all purposes shall be governed by and construed and enforced in accordance with the law of Delaware, excluding Delaware's choice of law provisions
- 7 Severability of Provisions If any provision of this Agreement is held invalid in a court of law, the remaining provisions will be construed as if the invalid provision were not included in this Agreement
- 8 No Implied Waiver of Provisions Either Party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement will not be construed as a waiver of any continuing or subsequent failure to perform or a delay in performance of any term hereof
- 9 Notices Any notice required by this Agreement or given in connection with this Agreement, must be in writing, hand delivered or sent via registered or certified mail, and given to the appropriate party

If to COVERALL

Coverall North America, Inc
350 SW 12th Avenue
Deerfield Beach, FL 33442
Attention Chief Legal Officer
With a copy to FAX (561) 922-2409

If to RECEIVING PARTY

- 10 Entire Agreement This Agreement constitutes and contains the complete and final agreement between the Parties regarding confidentiality of information All prior negotiations, discussions and representations are merged into this Agreement

Executed as of the date first written above

COVERALL NORTH AMERICA, INC

RECEIVING PARTY

By _____
Its authorized representative

By _____
Individually



Business Owed Customer Acceptance Form

ASSIGNABLE
(California-CNA)

DATE _____

CUSTOMER NO _____

RS \$ _____

CUSTOMER _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TRANSFER	VOLUME ACCEPTED	REFUSAL
PRIOR FO _____ Last Day of Service ____ / ____ / ____	Dollar Volume _____ - Business Owed _____ = Balance _____	Reason _____ _____ _____ _____ _____
NEW FO _____ First Day of Service ____ / ____ / ____		

- A **Customer Acceptance.** Franchise Owner accepts the Service Agreement, subject to the terms and conditions of the Janitorial Franchise Agreement
This Customer is offered as
☐ Initial Business
☐ Replacement Business
- B **Assignment.** Coverall hereby assigns the Service Agreement to Franchise Owner subject to the terms and conditions of the Assignment and Assumption Agreement and payment in full of the Franchise Fee and the financed portion of purchases of Additional Business
- C **Compliance with the Coverall® Program.**
☐ Franchise Owner shall comply with the Coverall® System processes and procedures in providing the services required by the Service Agreement, including but not limited to prescribed equipment, chemicals and supplies
- D **Customer Keys.** Number of Keys ____ Franchise Owner hereby accepts responsibility for all keys to the Customers' premises, and agrees to secure the premises as directed by the Customer upon completion of services Upon termination, or expiration of the Service Agreement, or if Customer terminates Franchise Owner's services, Franchise Owner shall return all electronic or other keys as directed by the Customer or Coverall Failure to promptly comply could result in the need to re-key or otherwise change the electronic or manual locks at the Customer's premises, and Franchise Owner shall be solely responsible for the total cost of doing so
- E **Acknowledgments.** Franchise Owner acknowledges that
1 Franchise Owner visited the premises with a Coverall representative, and the requirements of the Service Agreement were explained
2 A copy of the signed Service Agreement was provided
3 The contract price stated above and in the Service Agreement is fair and reasonable
- F **Background/Drug Screenings.** Should this Customer require background investigations and/or drug screenings upon signing this Form, Franchise Owner agrees to pay those costs

ACCEPTED AND AGREED

FRANCHISED BUSINESS OWNER

Franchised Business Name

By _____
Signature

Print Name _____

Title _____

FO # _____ Date _____

COVERALL REPRESENTATIVE

By _____
Signature

Print Name _____

Title _____

Date _____



Business Owed Customer Acceptance Form

NON-ASSIGNABLE
(CNA)

DATE _____

CUSTOMER NO _____

RS \$ _____

CUSTOMER _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TRANSFER	VOLUME ACCEPTED	REFUSAL
PRIOR FO _____ Last Day of Service ____ / ____ / ____	Dollar Volume _____ - Business Owed _____ = Balance _____	Reason _____ _____ _____ _____ _____
NEW FO _____ First Day of Service ____ / ____ / ____		

- A **Customer Acceptance.** Franchise Owner accepts the Service Agreement, subject to the terms and conditions of the Janitorial Franchise Agreement
This Customer is offered as
☐ Initial Business
☐ Replacement Business
- B **Compliance with the Coverall® Program.**
☐ Franchise Owner shall comply with the Coverall® System processes and procedures in providing the services required by the Service Agreement, including but not limited to prescribed equipment, chemicals and supplies
- C **Customer Keys.** Number of Keys ____ Franchise Owner hereby accepts responsibility for all keys to the Customers' premises, and agrees to secure the premises as directed by the Customer upon completion of services Upon termination, or expiration of the Service Agreement, or if Customer terminates Franchise Owner's services, Franchise Owner shall return all electronic or other keys as directed by the Customer or Coverall Failure to promptly comply could result in the need to re-key or otherwise change the electronic or manual locks at the Customer's premises, and Franchise Owner shall be solely responsible for the total cost of doing so
- D **Acknowledgments.** Franchise Owner acknowledges that
1 Franchise Owner visited the premises with a Coverall representative, and the requirements of the Service Agreement were explained
2 A copy of the signed Service Agreement or National Account Term sheet was provided
3 The Franchise Owner has reviewed the terms and conditions of the Service Agreement
4 The contract price stated above and in the Service Agreement is fair and reasonable
- E **Background/Drug Screenings.** Should this Customer require background investigations and/or drug screenings upon signing this Form, Franchise Owner agrees to pay those costs

ACCEPTED AND AGREED

FRANCHISED BUSINESS OWNER

Franchised Business Name

By _____
Signature

Print Name _____

Title _____

FO # _____ Date _____

COVERALL REPRESENTATIVE

By _____
Signature

Print Name _____

Title _____

Date _____



Additional Business Customer Acceptance Form

ASSIGNABLE
(California-CNA)

DATE _____

CUSTOMER NO _____

RS \$ _____

CUSTOMER _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TRANSFER	CUSTOMER PURCHASE	REFUSAL
PRIOR FO _____ Last Day of Service ____/____/____	Dollar Volume _____ Business Owed _____ = Balance _____ x _____ Multiplier = _____ Total _____	Reason _____ _____ _____ _____ _____
NEW FO _____ First Day of Service ____/____/____		

- A **Customer Acceptance.** Franchise Owner accepts the Service Agreement subject to the terms and conditions of the Janitorial Franchise Agreement. This Customer is offered as
☐ Initial Business ☐ Replacement Business ☐ Additional Business
- B **Assignment.** Coverall hereby assigns the Service Agreement to Franchise Owner subject to the terms and conditions of the Assignment and Assumption Agreement and payment in full of the Franchise Fee and the financed portion of purchases of Additional Business
- C **Compliance with the Coverall® Program.**
☐ Franchise Owner shall comply with the Coverall® System processes and procedures in providing the services required by the Service Agreement including but not limited to prescribed equipment chemicals and supplies
- D **Customer Keys. Number of Keys** ____ Franchise Owner hereby accepts responsibility for all keys to the Customers premises and agrees to secure the premises as directed by the Customer upon completion of services. Upon termination or expiration of the Service Agreement or if Customer terminates Franchise Owner's services Franchise Owner shall return all electronic or other keys as directed by the Customer or Coverall. Failure to promptly comply could result in the need to re-key or otherwise change the electronic or manual locks at the Customer's premises and Franchise Owner shall be solely responsible for the total cost of doing so
- E **Purchase of Additional Business.** Franchise Owner desires to purchase Additional Business and agrees to pay the current Sales and Marketing Fee (the 'Fee') as follows
☐ Cash Received \$ _____ from Franchise Owner as either a full or partial payment
☐ One (1) Time Note Payment Franchise Owner agrees to pay \$ _____ through a one (1) time note payment to be deducted on _____
☐ Financing Coverall agrees to finance the balance due from the Franchise Owner for the Fee upon the following terms and conditions
☐ **Financing (With Interest)** The balance of \$ _____ payable in _____ equal monthly installments of principal and interest on the unpaid principal balance at the rate of twelve percent (12%) per annum in the amount of \$ _____. The deductions will begin on _____ (date) and will continue until the balance is paid in full
☐ **Financing (No Interest)** The balance of \$ _____ due in three (3) equal monthly installments of \$ _____ each. The deductions will begin on _____ (date) and will continue until the balance is paid in full
- IF YOU HAVE FINANCED ANY PORTION OF THE FEE, UPON SIGNING THIS FORM, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THE PROMISSORY NOTE THAT APPEAR ON THE REVERSE SIDE OF THIS FORM. IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE PROMISSORY NOTE**
- F **Acknowledgments.** Franchise Owner acknowledges that
1 Franchise Owner visited the premises with a Coverall representative and the requirements of the Service Agreement were explained
2 A copy of the signed Service Agreement was provided
3 The contract price stated above and in the Service Agreement is fair and reasonable
- G **Background/Drug Screenings.** Should this Customer require background investigations and/or drug screenings upon signing this Form Franchise Owner agrees to pay those costs

GENERAL RELEASE OF CLAIMS. Franchise Owner on behalf of itself and its current and former agents, principals, employees, representatives, attorneys, accountants and successors and assigns hereby releases Coverall and its current and former members, agents, principals, officers, directors, shareholders, employees, representatives, attorneys, accountants, subsidiaries, divisions, predecessors and successors and assigns of and from any and all manner of obligation, debt, liability, tort, covenant, contract, agreement, undertaking and account and any and all claims or causes of action statutory or common law that Franchise Owner had, has or may have through the date of this Acceptance Form known or unknown including but not limited to any and all claims or causes of action arising under or related to whatever rights and claims Franchise Owner had, has or may have under your State's Wage and Hour Laws (the 'Released Claims') excepting only Coverall's prospective obligations under the Franchise Owner's Janitorial Franchise Agreement. Franchise Owner warrants and represents that it has not assigned or otherwise transferred any claim or cause of action released by this Paragraph. Franchise Owner further warrants and represents that it is not the subject of any bankruptcy proceeding. Franchise Owner acknowledges and agrees that it may hereafter discover facts different from, or in addition to, those facts known to it, or which it now believes to be true with respect to the Released Claims. Franchise Owner nevertheless agrees that the release set forth in this Acceptance Form has been negotiated and agreed on notwithstanding such acknowledgement and agreement and any federal or state statute or common law principle which may provide that a general release does not extend to claims which are not known to exist at the time of execution.

It is understood and agreed that as a condition of this Acceptance Form Franchise Owner waives any rights which Franchise Owner may have against Coverall under Section 1542 of the Civil Code of the State of California. That Section reads as follows:

§1542 [CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.] A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding the provisions of §1542 and for the purpose of implementing a full and complete release and discharge of Coverall Franchise Owner expressly acknowledges that this Acceptance Form is intended to include and does include in its effect, without limitation, all claims which Franchise Owner does not know or suspect to exist in Franchise Owner's favor against Coverall and that this Acceptance Form expressly contemplates the extinguishment of all such claims. Furthermore, if either party hereafter institutes any legal action against the other party (except to enforce the specific provisions of this Agreement) the prevailing party shall be entitled to payment of all costs, expenses and attorney's fees incurred as a result of or in defense of such legal action.

ACCEPTED AND AGREED

FRANCHISED BUSINESS OWNER

By _____
Signature
Print Name _____
Title _____
FO # _____ Date _____

COVERALL REPRESENTATIVE

By _____
Signature
Print Name _____
Title _____
Date _____

FOR VALUE RECEIVED the Franchise Owner whose signature appears on this Customer Acceptance Form (the Acceptance Form) agrees to pay to the order of Coverall, in lawful money of the United States of America the principal sum stated in ¶ E of this Acceptance Form with interest from the date established pursuant to ¶ E at the rate of twelve percent (12%) per annum on the unpaid balance of the principal amount until paid in full

This note may be prepaid without penalty

It is agreed that each installment when paid shall be credited first to interest then due and the remainder to principal. Should the interest not be so paid it shall at the sole option of Coverall become part of the principal and thereafter bear like interest as the principal

Should Franchise Owner default in the payment of any installment of principal or interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of Coverall with interest from the date of the default at the rate of fifteen percent (15%) per annum until paid on the entire unpaid principal and interest

Furthermore this note and all other obligations direct or contingent of Franchise Owner or any endorser hereof to Coverall, shall become fully due and payable immediately at the option of Coverall without demand or notice upon the happening of any of the following events

- 1 The failure of Franchise Owner to pay when due any installment of the principal and/or interest
- 2 The failure of Franchise Owner to timely keep or properly perform any of the covenants, conditions, representations, warranties, obligations or guarantees contained in any agreement between Coverall and Franchise Owner
- 3 The levy of any attachment, execution or any other process against all or any part of the assets of Franchise Owner
- 4 The failure of Franchise Owner to pay, withhold, collect or remit any tax or tax deficiency when assessed or due
- 5 The suspension of the business of Franchise Owner or the making of a general assignment for the benefit of creditors, or the commencement of proceedings for dissolution or liquidation or the commencement of proceedings under any bankruptcy, insolvency, readjustment of debt or liquidation law or statute of the federal or state governments or the adjudication as bankrupt or insolvent or the involuntary appointment of a receiver or applications for a receiver, or the making of a bulk sale or the giving notice of intention to do so
- 6 The failure by Franchise Owner to execute documents that Coverall deems necessary to convert Franchise Owner's obligation to another form of financing
- 7 At any time when, in the sole opinion of Coverall, Franchise Owner's financial responsibility shall become impaired or unsatisfactory

Notwithstanding anything to the contrary in this Promissory Note or in any document previously executed by Franchise Owner and Coverall, in the event the services performed by Franchise Owner on any Customer(s) are discontinued in accordance with the provisions of Paragraph 10 of Franchise Owner's Janitorial Franchise Agreement, Coverall shall have the right to apply toward the balance (principal and/or interest) of this Promissory Note the entire amount of any payment received by Coverall from the Customer(s) at any time after date of the discontinuation of services. Application of payments received from the Customer(s) being serviced by the Franchise Owner shall be in addition to any remaining payment(s) due from the Franchise Owner under this Acceptance Form and Promissory

In the event an attorney is employed by Coverall in collection of any amounts due hereunder, Franchise Owner shall pay to Coverall its reasonable attorneys' fees and costs incurred in such collection

The obligation evidenced by this note is to be construed in accordance with the laws of the State or District in which the Franchise Owner conducts its Coverall business



Additional Business Customer Acceptance Form

NON ASSIGNABLE
(California-CNA)

DATE _____

CUSTOMER NO _____

RS \$ _____

CUSTOMER _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TRANSFER	CUSTOMER PURCHASE	REFUSAL
PRIOR FO _____ Last Day of Service ____/____/____	Dollar Volume _____ Business Owed _____ = Balance _____ x _____ Multiplier = _____ Total _____	Reason _____ _____ _____ _____ _____
NEW FO _____ First Day of Service ____/____/____		

- A **Customer Acceptance.** Franchise Owner accepts the Service Agreement subject to the terms and conditions of the Janitorial Franchise Agreement. This Customer is offered as
☐ Initial Business ☐ Replacement Business ☐ Additional Business

B **Compliance with the Coverall® Program.**

- ☐ Franchise Owner shall comply with the Coverall® System processes and procedures in providing the services required by the Service Agreement including but not limited to prescribed equipment chemicals and supplies

- C **Customer Keys.** Number of Keys ____ Franchise Owner hereby accepts responsibility for all keys to the Customers premises and agrees to secure the premises as directed by the Customer upon completion of services. Upon termination or expiration of the Service Agreement or if Customer terminates Franchise Owner's services Franchise Owner shall return all electronic or other keys as directed by the Customer or Coverall. Failure to promptly comply could result in the need to re key or otherwise change the electronic or manual locks at the Customer's premises and Franchise Owner shall be solely responsible for the total cost of doing so.

- D **Purchase of Additional Business.** Franchise Owner desires to purchase Additional Business and agrees to pay the current Sales and Marketing Fee (the Fee) as follows

- ☐ **Cash.** Received \$_____ from Franchise Owner as either a full or partial payment
☐ **One (1) Time Note Payment.** Franchise Owner agrees to pay \$_____ through a one (1) time note payment to be deducted on _____
☐ **Financing.** Coverall agrees to finance the balance due from the Franchise Owner for the Fee upon the following terms and conditions
☐ **Financing (With interest)** The balance of \$_____ payable in _____ equal monthly installments of principal and interest on the unpaid principal balance at the rate of twelve percent (12%) per annum in the amount of \$_____. The deductions will begin on _____ (date) and will continue until the balance is paid in full.
☐ **Financing (No interest)** The balance of \$_____ due in three (3) equal monthly installments of \$_____ each. The deductions will begin on _____ (date) and will continue until the balance is paid in full.

IF YOU HAVE FINANCED ANY PORTION OF THE FEE, UPON SIGNING THIS FORM, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THE PROMISSORY NOTE THAT APPEAR ON THE REVERSE SIDE OF THIS FORM. IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE PROMISSORY NOTE.

- E **Acknowledgments.** Franchise Owner acknowledges that

- 1 Franchise Owner visited the premises with a Coverall representative and the requirements of the Service Agreement were explained
- 2 A copy of the signed Service Agreement or National Account Term sheet was provided
- 3 The Franchise Owner has reviewed the terms and conditions of the Service Agreement
- 4 The contract price stated above and in the Service Agreement is fair and reasonable

- F **Background/Drug Screenings.** Should this Customer require background investigations and/or drug screenings upon signing this Form Franchise Owner agrees to pay those costs

GENERAL RELEASE OF CLAIMS Franchise Owner on behalf of itself and its current and former agents, principals, employees, representatives, attorneys accountants and successors and assigns hereby releases Coverall and its current and former members agents principals officers, directors shareholders employees representatives attorneys accountants subsidiaries divisions predecessors and successors and assigns of and from any and all manner of obligation debt liability tort covenant, contract agreement undertaking and account and any and all claims or causes of action statutory or common law that Franchise Owner had, has or may have through the date of this Acceptance Form known or unknown including but not limited to any and all claims or causes of action arising under or related to whatever rights and claims Franchise Owner had, has or may have under your State's Wage and Hour Laws (the Released Claims') excepting only Coverall's prospective obligations under the Franchise Owner's Janitorial Franchise Agreement. Franchise Owner warrants and represents that it has not assigned or otherwise transferred any claim or cause of action released by this Paragraph. Franchise Owner further warrants and represents that it is not the subject of any bankruptcy proceeding. Franchise Owner acknowledges and agrees that it may hereafter discover facts different from, or in addition to those facts known to it or which it now believes to be true with respect to the Released Claims. Franchise Owner nevertheless agrees that the release set forth in this Acceptance Form has been negotiated and agreed on notwithstanding such acknowledgement and agreement and any federal or state statute or common law principle which may provide that a general release does not extend to claims which are not known to exist at the time of execution. It is understood and agreed that as a condition of this Acceptance Form, Franchise Owner waives any rights which Franchise Owner may have against Coverall under Section 1542 of the Civil Code of the State of California. That Section reads as follows: **§1542 [CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE] A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.** Notwithstanding the provisions of §1542 and for the purpose of implementing a full and complete release and discharge of Coverall Franchise Owner expressly acknowledges that this Acceptance Form is intended to include and does include in its effect without limitation all claims which Franchise Owner does not know or suspect to exist in Franchise Owner's favor against Coverall and that this Acceptance Form expressly contemplates the extinguishment of all such claims. Furthermore if either party hereafter institutes any legal action against the other party (except to enforce the specific provisions of this Agreement) the prevailing party shall be entitled to payment of all costs expenses, and attorney's fees incurred as a result of or in defense of such legal action.

ACCEPTED AND AGREED

FRANCHISED BUSINESS OWNER

By _____
Signature
Print Name _____
Title _____
FO # _____ Date _____

COVERALL REPRESENTATIVE

By _____
Signature
Print Name _____
Title _____
Date _____

FOR VALUE RECEIVED, the Franchise Owner whose signature appears on this Customer Acceptance Form (the Acceptance Form) agrees to pay to the order of Coverall, in lawful money of the United States of America the principal sum stated in ¶ D of this Acceptance Form with interest from the date established pursuant to ¶ D at the rate of twelve percent (12%) per annum on the unpaid balance of the principal amount until paid in full.

This note may be prepaid without penalty.

It is agreed that each installment when paid shall be credited first to interest then due and the remainder to principal. Should the interest not be so paid, it shall at the sole option of Coverall, become part of the principal and thereafter bear like interest as the principal.

Should Franchise Owner default in the payment of any installment of principal or interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of Coverall with interest from the date of the default at the rate of fifteen percent (15%) per annum until paid on the entire unpaid principal and interest.

Furthermore, this note and all other obligations, direct or contingent, of Franchise Owner or any endorser hereof to Coverall shall become fully due and payable immediately at the option of Coverall without demand or notice upon the happening of any of the following events:

1. The failure of Franchise Owner to pay when due any installment of the principal and/or interest.
2. The failure of Franchise Owner to timely keep or properly perform any of the covenants, conditions, representations, warranties, obligations or guarantees contained in any agreement between Coverall and Franchise Owner.
3. The levy of any attachment, execution, or any other process against all or any part of the assets of Franchise Owner.
4. The failure of Franchise Owner to pay, withhold, collect or remit any tax or tax deficiency when assessed or due.
5. The suspension of the business of Franchise Owner or the making of a general assignment for the benefit of creditors or the commencement of proceedings for dissolution or liquidation or the commencement of proceedings under any bankruptcy, insolvency, readjustment of debt or liquidation law or statute of the federal or state governments or the adjudication as bankrupt or insolvent or the involuntary appointment of a receiver or applications for a receiver or the making of a bulk sale or the giving notice of intention to do so.
6. The failure by Franchise Owner to execute documents that Coverall deems necessary to convert Franchise Owner's obligation to another form of financing.
7. At any time when, in the sole opinion of Coverall, Franchise Owner's financial responsibility shall become impaired or unsatisfactory.

Notwithstanding anything to the contrary in this Promissory Note or in any document previously executed by Franchise Owner and Coverall, in the event the services performed by Franchise Owner on any Customer(s) are discontinued in accordance with the provisions of Paragraph 10 of Franchise Owner's Janitorial Franchise Agreement, Coverall shall have the right to apply toward the balance (principal and/or interest) of this Promissory Note the entire amount of any payment received by Coverall from the Customer(s) at any time after date of the discontinuation of services. Application of payments received from the Customer(s) being serviced by the Franchise Owner shall be in addition to any remaining payment(s) due from the Franchise Owner under this Acceptance Form and Promissory.

In the event an attorney is employed by Coverall in collection of any amounts due hereunder, Franchise Owner shall pay to Coverall its reasonable attorneys' fees and costs incurred in such collection.

The obligation evidenced by this note is to be construed in accordance with the laws of the State or District in which the Franchise Owner conducts its Coverall business.

**ADDENDUM TO COVERALL NORTH AMERICA, INC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA**

For franchises and franchisees subject to the California Franchise Investment Act, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Coverall North America, Inc California Franchise Disclosure Document

1) Item 3

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

2) Item 5

The following paragraphs are added

a To the end of section THE NON-REFUNDABLE FRANCHISE FEE

You have the right to rescind, or cancel, the Franchise Agreement within thirty (30) days of signing the Franchise Agreement If you elect to rescind, or cancel, your Franchise Agreement, you must notify Coverall in writing within thirty (30) days of signing the Franchise Agreement and within thirty (30) days of the date all rescission, or cancellation, obligations have been completed, you will receive a refund of all monies paid to Coverall

b The last paragraph of section FULFILLING YOUR INITIAL BUSINESS is replaced in its entirety by the following paragraph

Once you accept a customer, Coverall will assign the Service Agreement to you, excluding those Service Agreements that prohibit assignment, cover multiple locations, and apply to National Account Customers, subject to your payment in full of your Franchise Fee The assignment will be subject to the terms and conditions of the Assignment and Assumption Agreement (See attached Exhibit H 3 Assignment and Assumption Agreement and Exhibit G Franchised Business Customer Acceptance Forms)

3) Items 6 & 17

The franchise agreement does contain a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

4) Item 7

Footnote 4 is replaced in its entirety by the following paragraph

⁴These fees are nonrefundable You have the right to rescind, or cancel, the Franchise Agreement within thirty (30) days of signing the Franchise Agreement If you elect to rescind, or cancel, your Franchise Agreement, you must notify Coverall in writing within thirty (30) days of signing the Franchise Agreement and within thirty (30) days of the date all rescission, or cancellation, obligations have been completed, you will receive a refund of all monies paid to Coverall Your Coverall Franchised Business must be owned and operated by a corporation or limited liability company, and you must keep separate accounting, banking, and financial records for your Coverall Franchised Business Prior to signing the Franchise Agreement, you must form a corporation or limited liability company, obtain a Federal Employer Identification Number, and obtain a business license, if applicable You will need to open a business checking account in connection with your business

5) Item 10

Coverall North America, Inc will comply with all appropriate laws governing any direct financing by us to you, including, if applicable, the California Finance Lenders Law

Footnote 11 is added

¹¹You have the right to rescind, or cancel, the Franchise Agreement within thirty (30) days of signing the Franchise Agreement. If you elect to rescind, or cancel, your Franchise Agreement, you must notify Coverall in writing within thirty (30) days of signing the Franchise Agreement and within thirty (30) days of the date all rescission, or cancellation, obligations have been completed, you will receive a refund of all monies paid to Coverall

6) Item 11

The last two sentences of the first paragraph of the section Time for offering Initial Business are replaced in their entirety by the following sentences

The assignment shall be subject to the terms and conditions of the Assignment and Assumption Agreement. In addition, after assignment, Coverall shall retain the right to offer and sell special services, equipment, chemicals and supplies to your customers (See attached Franchise Owner Customer Acceptance Forms)

7) Item 17

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

Termination of the franchise agreement by the franchisor because of the franchisee's insolvency or bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.)

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

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

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the applicable state law, the law will control.

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

8) JFA

The franchise agreement requires application of the laws of California.

9) JFA ¶20

The franchise agreement does contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

10) JFA ¶25

The franchise agreement requires binding arbitration. The arbitration will occur in the area in which the Franchisee conducts business with the costs being borne equally by Franchisee and Coverall.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

**AMENDMENT TO COVERALL NORTH AMERICA, INC
JANITORIAL FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA**

This Amendment is entered into this _____ day of _____, 20____ The undersigned parties to the attached Janitorial Franchise Agreement (Agreement) agree as follows

- 1 Franchisee Fee The following sentence shall be added to the end of paragraph 4

You have the right to rescind, or cancel, the Franchise Agreement within thirty (30) days of signing the Franchise Agreement If you elect to rescind, or cancel, your Franchise Agreement, you must notify Coverall in writing within thirty (30) days of signing the Franchise Agreement and within thirty (30) days of the date all rescission, or cancellation, obligations have been completed, you will receive a refund of all monies paid to Coverall

- 2 The Franchise Package The first two sentences of paragraph 13E shall be deleted in its entirety and replaced with the following language

The Service Agreements for customers accepted by Franchisee will be assigned to Franchisee subject to the terms and conditions of this Agreement and the Assignment and Assumption Agreement, and will become assets of the Franchised Business The Assignment shall be subject to, among other things, payment in full of the financed portion of the Franchise Fee or purchases of Additional Business

- 3 Franchisee is an Independent Contractor The last sentence of paragraph 19B shall be deleted in its entirety

- 5 Informal Dispute Resolution/Mediation and Dispute Resolution/Arbitration Paragraphs 24 and 25 shall be deleted in its entirety and replaced with the following language

24 INFORMAL DISPUTE RESOLUTION/MEDIATION

If a dispute arises between Coverall and Franchisee and if the dispute is not resolved or settled, Coverall and Franchisee agree that prior to filing of any arbitration or other legal proceeding consistent with the provisions of this Agreement, they will attempt, in good faith, to settle the dispute by non-binding mediation administered pursuant to the Commercial Mediation Rules of the American Arbitration Association, or as otherwise agreed upon in writing by the parties The mediation shall take place in the Area in which Franchisee conducts its business, and shall be administered by a neutral mediator agreed upon by the parties In the event Coverall and Franchisee are unable to agree upon a mediator within 15 days of the date on which either party requests mediation of a matter, the mediator shall be provided by the American Arbitration Association The costs of the mediation shall be shared equally by the parties unless otherwise agreed in writing

25 DISPUTE RESOLUTION/ARBITRATION

- A Arbitration All controversies, disputes or claims between Coverall, its officers, directors, agents and/or employees (in their respective capacities) and Franchisee (and Franchisee's owners, officers, directors, agents and/or employees and/or any guarantors of this Agreement) arising out of or related to this Agreement or the validity of this Agreement any related agreement between the parties or the validity thereof, the relationship of the parties hereunder or under any related agreement between the parties, and/or any specification, standard or operating procedure of Coverall, including those set forth in the Policies and Procedures Manual, which controversies, disputes or claims are not resolved in accordance with Paragraph 25, shall be submitted promptly for binding arbitration The arbitration shall take place in the

Area in which Franchisee conducts its business Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law and, except as otherwise provided in this Agreement or agreed upon by the parties in writing, the then current Rules of the American Arbitration Association for Commercial Arbitration

- B The parties agree that in connection with any arbitration proceeding, each party must submit or file any compulsory counterclaim (as defined by the Federal Rules of Civil Procedure) within thirty (30) days of the date of the submission or filing of the claim to which it relates or such counterclaim shall be forever barred Further, the parties agree that discovery may be conducted in accordance with the provisions of the Federal Rules of Civil Procedure
- C The decision of the arbitrator shall be conclusive and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction Coverall reserves the right, in its sole discretion to assume responsibility for all of the costs of the arbitration
- D Injunction and Specific Performance Notwithstanding anything in Paragraphs 24 and 25 to the contrary, Coverall and Franchisee shall be entitled to apply at any time directly to a court of competent jurisdiction for the entry of preliminary and permanent injunctions and orders of specific performance The prevailing party shall be entitled to collect from the non-prevailing party an amount equal to the costs incurred by the prevailing party in obtaining relief, including, without limitation, attorney's fees, litigation costs and expenses, as well as any damages incurred
- E Attorneys' Fees Should either party incur attorney's fees in order to enforce the terms and conditions of this Agreement, including post-term covenants, whether or not an arbitration proceeding is instituted, the prevailing party shall be entitled to reimbursement by the other party of all litigation costs, including attorneys' fees
- F Survival The parties agree that the provisions of this Paragraph 25 are intended to benefit and bind certain third party non-signatories and shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the day and year written above

FRANCHISOR

FRANCHISEE

COVERALL NORTH AMERICA, INC

By _____
Its Authorized Representative

By _____
Its Authorized Representative

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into as of _____, 2____ (the "Effective Date") by and between COVERALL NORTH AMERICA, INC., a Delaware corporation or MELTON FRANCHISE SYSTEMS, INC., a California corporation (in either case "Coverall"), and _____ ("Franchisee")

RECITALS

Franchisee is a party to a written Janitorial Franchise Agreement with Coverall (the "Franchise Agreement"), and

Coverall is and will be a party to certain Service Agreements (the "Contracts") for the provision of janitorial services to certain customers (the "Customers"), and will offer certain of those Contracts to Franchisee (the "Assigned Contracts"), and

Franchisee will execute an Account Acceptance Form (or Forms) whereby Franchisee will agree, among other things, to accept responsibility for the services set forth in the Assigned Contracts, and

Coverall wishes to assign to Franchisee and Franchisee wishes to assume from Coverall, all rights, benefits, duties, liabilities and obligations under the Assigned Contracts, subject to and in accordance with the terms set forth below

AGREEMENT

1 Assignment and Assumption Coverall will assign to Franchisee all of Coverall's rights, benefits, duties, liabilities and obligations under the Assigned Contracts in the Account Acceptance Form, subject to and in accordance with the terms of this Agreement. Franchisee by signing the Account Acceptance Form assumes and agrees to perform all of the liabilities and obligations of Coverall (or Franchisee) under the Assigned Contracts as if the Assigned Contracts were written with Franchisee, subject to the terms of this Agreement

2 Billing and Collection Nothing in this Agreement waives, or shall be deemed to constitute a waiver of, Coverall's exclusive right to perform all billing for services and supplies provided by Franchisee under the Assigned Contract, as set forth in Paragraph 16(B) of the Franchise Agreement

3 Non-Disclosure Franchisee acknowledges that the information set forth in the Assigned Contracts and all related data and information relating to the services performed under the Assigned Contracts, including, without limitations, the Customers' names and addresses and the amounts charged for the services set forth in the Assigned Contracts (the "Confidential Information"), is proprietary, includes trade secrets of Franchisor, is secret and thus not generally known or easily accessible, and is substantial and confers a commercial advantage to Coverall with respect to the marketing and sale of commercial janitorial services. Franchisee acknowledges and agrees that, during the term of the Franchise Agreement and after its expiration or termination, Franchisee will (1) not use the Confidential Information in any other business or capacity, and (2) maintain the absolute confidentiality of Confidential Information, provided that Franchisee may (1) disclose relevant information to Franchisee's tax consultants in order to aid them in the preparation of Franchisee's tax returns, and (2) make any other disclosure required by law

4 Restrictions on Sale, Disposition, Assignment or Conveyance of Assigned Contract Franchisee acknowledges that, pursuant to and during the term of the Franchise Agreement, Franchisee is required to personally devote his, her or its best efforts to the operation of Franchisee's franchised business. Franchisee further acknowledges that, pursuant to and during the term of the Franchise Agreement, Franchisee may not engage in, or have any interest in any business (other than the franchise granted by the Franchise Agreement) which performs janitorial and related cleaning and management

services, all as fully set forth in the Franchise Agreement. Consistent with these obligations, Franchisee acknowledges and agrees that, during the term of the Franchise Agreement, Franchisee may not sell, transfer, assign or otherwise convey an Assigned Contract, or any interest therein, to a Competitive Business. For purposes of this Agreement, a Competitive Business shall be defined as any person or entity (other than Coverall) that franchises or licenses janitorial cleaning service businesses, or the franchisee or licensee of any such businesses.

5 Right of First Refusal If, at any point during the term of the Franchise Agreement, Franchisee determines to sell or transfer an Assigned Contract or an interest therein, Franchisee agrees to obtain from a responsible and fully disclosed buyer, and send to Coverall, a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) for the purchase of the Assigned Contract or an interest therein. To be a valid, bona fide offer, the offer must include the terms and conditions of the offer, the proposed purchase price, must be in a dollar amount, and the form of payment proposed in the offer must be cash, whether payable at the time of closing or over time. The right of first refusal process will not be triggered by a proposed transfer that (i) does not satisfy these criteria, or (ii) would not be allowed under Paragraph 4 of this Agreement. Any transfer which fails to satisfy the foregoing criteria or would not be allowed under Paragraph 4 of this Agreement is prohibited under this Agreement. Coverall may, by written notice delivered to Franchisee within ten (10) business days after its receipt of an exact copy of the offer, elect to purchase the Assigned Contract or the interest therein offered for the price and on the terms and conditions contained in the offer. If Coverall exercises its right of first refusal, Franchisee agrees that, for two (2) years following Coverall's purchase of the Assigned Contract, Franchisee will not solicit or contract with the Customer without Coverall's written consent.

6 Option to Repurchase Upon Expiration or Termination Upon the expiration or termination of the Franchise Agreement, for whatever reason, Coverall may repurchase the Assigned Contracts, as follows: (a) if the customer has been serviced by Franchisee for less than twelve (12) months, at three (3) times the Gross Monthly Revenue (as defined in the Franchise Agreement) of the account, (b) if the customer has been serviced by Franchisee for more than twelve (12) months but less than two (2) years, at two (2) times the Gross Monthly Revenue of the account, and (c) if the customer has been serviced by Franchisee for more than two (2) years, at one (1) times the Gross Monthly Revenue of the account. Franchisee shall be deemed to have commenced servicing an account on the first day Franchisee provides any service to the account, whether under the Assigned Contract or any predecessor to the Assigned Contract, and whether before, or after the Effective Date.

7 Survival of Franchise Agreement Except as expressly modified by this Agreement, the terms of the Franchise Agreement remain in full force and effect.

8 Entire Agreement This Agreement contains a full, complete, and integrated statement of each and every term and provision agreed to by and among the parties and supersedes any prior writings or agreements (written or oral) between or among the parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the parties supported by consideration.

COVERALL NORTH AMERICA, INC

FRANCHISEE

or

MELTON FRANCHISE SYSTEMS, INC

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Coverall offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

If Coverall does not deliver this disclosure document on time or 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 the state agency listed in Exhibit C.

Coverall's franchise seller for this offering is _____, General Manager
Address _____ Phone number _____

Date of Issuance March 31, 2017

See Exhibit C for our registered agents authorized to receive service of process.

I have received a disclosure document dated March 31, 2017 that included the following Exhibits:

- A Contracts
 - A 1 Janitorial Franchise Agreement
(Optional Transfer Replacement Page 1)
(Optional Renewal Replacement Page 1)
 - a Initial Equipment and Supply Package List
 - b Promissory Note
 - c Customer Transfer Form (for transfers)
 - d Customers Serviced Form (for renewals)
 - A 2 Guaranty to Janitorial Franchise Agreement
 - A 3 Confidentiality/Non-Solicitation Agreement
 - A 4 Confidentiality Agreement for Franchisee's Employees
 - A 5 Equipment Purchase Agreement
- B Consolidated Financial Statements for CNA Holding Corporation and Subsidiaries
- C List of Administrators and Agents for Service of Process
- D Business Experience of General Managers, Franchise Sales Managers, and Business Development Managers
- E List of Regional Support Centers and Franchisees for Coverall and its Service Franchisees
- F Non-Disclosure Agreement
- G Franchised Business Customer Acceptance Forms
- H State Specific Addenda and Franchise Agreement Amendment, if applicable
Receipts and Electronic Disclosure Receipt

Dated _____ PROSPECTIVE FRANCHISEE

If a business entity

If an individual

Name of Business Entity

Print Name

By _____

Its _____

Signature

Print Name _____

KEEP THIS COPY FOR YOUR RECORDS This disclosure document is available in printed copy, and electronically in Adobe Acrobat on a CD-ROM or USB flash drive.

ELECTRONIC DISCLOSURE RECEIPT

THIS COMPACT DISC ("CD") OR USB FLASH DRIVE CONTAINS COVERALL NORTH AMERICA, INC.'s ("COVERALL") JANITORIAL FRANCHISE DISCLOSURE DOCUMENT IN ENGLISH AND SPANISH. YOU WILL NEED TO HAVE ADOBE SYSTEMS, INC.'S ADOBE ACROBAT READER SOFTWARE IN ORDER TO VIEW COVERALL'S JANITORIAL FRANCHISE DISCLOSURE DOCUMENT. THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Coverall offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

If Coverall does not deliver this disclosure document on time or 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 the state agency listed in Exhibit C.

Coverall's franchise seller for this offering is _____, General Managers
Address _____ Phone number _____

Date of Issuance March 31, 2017

See Exhibit C for our registered agents authorized to receive service of process.

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 - D Business Experience of General Managers, Franchise Sales Managers, and Business Development Managers
 - E List of Regional Support Centers and Franchisees for Coverall and its Service Franchisees
 - F Non-Disclosure Agreement
 - G Franchised Business Customer Acceptance Forms
 - H State Specific Addenda and Franchise Agreement Amendment, if applicable
- Receipts and Electronic Disclosure Receipt

I AGREE TO ACCEPT COVERALL NORTH AMERICA, INC 'S JANITORIAL FRANCHISE DISCLOSURE DOCUMENT ON A CD OR USB FLASH DRIVE IN LIEU OF RECEIVING A PRINTED COPY I ACKNOWLEDGE THAT I HAVE ACCESS TO A COMPUTER WITH ADOBE ACROBAT READER, WHICH WILL ALLOW ME TO VIEW AND PRINT THIS FILE

Issuance Date March 31, 2017

Dated _____

PROSPECTIVE FRANCHISE

If a business entity

If an individual

Name of Business Entity

Print Name

By _____

Signature

Its _____

Print Name _____