

FRANCHISE DISCLOSURE DOCUMENT

Coverall North America, Inc (a Delaware Corporation) d/b/a
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2018 MAR 26 AM 9 56
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 \$16,498 00 to \$51,361 00 depending on the package size you choose. This includes the amount in Item 5 of \$13,500 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 30, 2018

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 CANCELANATION 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 2017 WAS 95 OR 12% IN CALIFORNIA, 798 OR 15% FOR COVERALL AND 1,079 OR 15% 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 _____, 2018

TABLE OF CONTENTS

<u>Item</u>		<u>Page No</u>
1	The Franchisor, and any Parents, Predecessors, and Affiliates	1
2	Business Experience	2
3	Litigation	4
4	Bankruptcy	11
5	Initial Fees	11
6	Other Fees	15
7	Estimated Initial Investment	20
8	Restrictions on Sources of Products and Services	22
9	Franchisee's Obligations	24
10	Financing	26
11	Franchisor's Assistance, Advertising, Computer Systems and Training	28
12	Territory	33
13	Trademarks	33
14	Patents, Copyrights, and Proprietary Information	36
15	Obligation to Participate in the Actual Operation of the Franchise Business	38
16	Restrictions on What the Franchisee May Sell	38
17	Renewal, Termination, Transfer, and Dispute Resolution	39
18	Public Figures	41
19	Financial Performance Representations	41
20	Outlets and Franchisee Information	43
21	Financial Statements	67
22	Contracts	67
23	Receipts	67

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 On January 31, 2018, Holding became the sole shareholder of 4444, International, Inc , a Florida corporation and Coverall Service Franchisee doing business as Coverall of Central Florida (“4444”) Effective January 31, 2018, 4444 merged with Coverall, and Coverall is the surviving corporation 4444 is our predecessor in the Orlando area of Florida

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 formerly served as President CBI from March 2012 to December 2015.

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 formerly served as Chief Legal Officer and Secretary of CBI from June 2010 to December 31, 2015.

CHARLES DANIEL, Chief Financial Officer & Treasurer

Since August 2017 to present, Mr. Daniel has served as Coverall's Chief Financial Officer and Treasurer in Deerfield Beach, Florida. Mr. Daniel was formerly Vice President of Finance of ServiceMaster from April 2002 to August 2017 in Memphis, Tennessee.

SHIRLEY KLEIN, Chief Operating Officer

Since August 2017 to present, Ms. Klein has served as Coverall's Chief Operating Officer, in Deerfield Beach, Florida. Ms. Klein formerly served as Coverall's Vice President of Operational Development from November 2012 to August 2017.

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

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 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

Carlos Rivas vs Coverall North America, Inc (American Arbitration Association, Case No 01-18-0000-6958) filed on February 6, 2018 Plaintiff, a current franchisee filed an Employment Arbitration Rules Demand for Arbitration with the American Arbitration Association, claiming that Coverall has violated various sections of the Private Attorney General Act, and the California Labor Code Plaintiff seeks i) unreimbursed business expenses in violation of the California Labor Code, ii) unauthorized deductions in violation of the California Labor Code, and iii) damages based on the various California Labor Code violations Plaintiff also seeks all applicable penalties pursuant to the Private Attorney General Act, including i) charging cleaning workers for their jobs and failure to reimburse them for all necessary expenditures, ii) failing to provide itemized wage statements in violation of the California Labor Code, iii) taking unauthorized deductions from its workers' pay in violation of the California Labor Code, iv) failing to pay all wages twice in each calendar month and paying them late in violation of the California Labor Code, and v) failing to maintain payroll records in violation of the California Labor Code On March 5, 2018 the AAA decided that the Arbitration would proceed under the AAA Commercial Arbitration Rules Plaintiff has asked that the AAA explain why the matter should not proceed under the Employment Arbitration Rules Coverall disputes all of these claims and plans to vigorously defend this action

Erika Richardson and Luis Silva vs Coverall North America, Inc , Sujol, LLC d/b/a Coverall of Southern NJ (Superior Court of New Jersey, Middlesex County, Law Division, Docket No MID-L-007250-17) filed December 8, 2017 Plaintiffs, current franchisees of Sujol, LLC d/b/a Coverall of Southern NJ ("Sujol"), Coverall's Master Franchisee, filed this putative class action claiming that Sujol and Coverall have violated various sections of the New Jersey Wage Payment Law Plaintiffs seek certification of the putative class action, declaration and finding that Sujol and Coverall have misclassified Plaintiffs as independent contractors under the New Jersey Wage Payment Law, declaration and finding that Sujol and Coverall violated the New Jersey Wage Payment Law, compensatory damages, including all expenses owed, underpaid wages, and deductions, liquidated damages, interest, costs, and attorney's fees, injunctive relief in the form of an Order directing Sujol and Coverall to comply with New Jersey law, and other, if applicable, relief in law or in equity as may be available On January 12, 2018, Coverall filed a Notice of Removal, to remove the case from the Superior Court of New Jersey, Law Division, Middlesex County, to federal court, the United States District Court of New Jersey (U S District Court, District of New Jersey, Trenton, Case No 3 18-cv-00532-MAS-TJB), and the case was removed On January 30, 2018, Sujol and Coverall filed a joint Motion with the District Court to Stay this Action Pending Mediation and Arbitration Sujol and Coverall dispute these claims and plan to vigorously defend this action

Randall Richardson and Janitorial Tech, LLC v Coverall North America, Inc (United States District Court for the Northern District of Georgia, Atlanta Division, Case No 1 17-mi-99999-UNA) filed June 27, 2017 Plaintiff, a current franchisee, filed this putative class action claiming Coverall has violated various sections of the Fair Labor Standards Act, Georgia Industrial Loan Act, Georgia Payday Lending Act, and Georgia Racketeer Influenced and Corrupt Organizations Act Plaintiff seeks certification of the putative class action, declaration that the Janitorial Franchise Agreement, arbitration agreement, delegation provision, and class waiver are inapplicable, null and void, and/or unenforceable, to permanently enjoin Coverall from violating the Fair Labor Standards Act and issue an order requiring that Coverall comply with the Fair Labor Standards Act wage, overtime, and reporting requirements, to permanently enjoin Coverall from collecting unlawful interest under the Georgia Industrial Loan Act, to permanently enjoin Coverall from making any future loans of \$3,000 00 or less in violation of the Georgia Industrial Loan Act and Georgia's Payday Lending Act, compensatory damages, including reasonable attorney's fees and costs, and punitive damages sufficient to punish and deter Coverall from its unlawful conduct On July 20, 2017, Coverall filed a Motion to Dismiss, or, in the Alternative, Stay Litigation Pending Arbitration On September 5, 2017, Plaintiff filed a Motion

for Oral Argument and Sur-Reply In Opposition to Defendant's Motion to Dismiss or, In the Alternative, Stay Litigation Pending Arbitration After Oral arguments on the motion were heard November 29, 2017 the District Court issued an order staying the case, requiring the parties to mediate, then proceed to arbitration in the event mediation does not resolve the matter On January 30, 2018, a mediation conference was held, but the parties were unable to resolve the matter Coverall plans to vigorously defend this action

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 On April 13, 2017, the Court granted Coverall's Motion to Compel Arbitration, filed on February 3, 2017, and stayed all proceedings pending the decision on arbitrability by the arbitrator Plaintiff filed a motion with the court on April 24, 2017 to dismiss the case so that the Plaintiff can appeal the court's decision Coverall planned to file an opposition to Plaintiff's motion to dismiss, however, the Court granted the Plaintiff's motion to dismiss on April 27, 2017 On May 2, 2017, Coverall filed a Motion for Reconsideration of the Order Granting Plaintiff's Motion to Dismiss On May 26, 2017, the Court denied Coverall's Motion for Reconsideration On June 1, 2017, Plaintiff filed a Notice of Appeal with the United States Court of Appeals for the Ninth Circuit of the District Court's Order of April 13, 2017 granting Coverall's Motion to Compel Arbitration Coverall plans to vigorously defend Plaintiff's Appeal

On July 12, 2017, Sergio Gonzalez filed a demand for Arbitration with the American Arbitration Association ("AAA") claiming that Coverall misclassified Gonzalez as an independent contractor under California law and various violations of the California Labor Code, Case No 01-17-0004-2320 On September 13, 2017, the AAA closed this matter as the Claimant declined to submit its share of the compensation deposit and the Respondent declined to submit the Claimant's share of the compensation deposit

On December 4, 2017, Plaintiff filed a Motion to Reopen Case with the trial court based on the closing of the arbitration by the AAA On January 12, 2018, Coverall filed an Opposition to Plaintiff's Motion to Reopen Case, and on February 2, 2018, Plaintiff's Motion to Reopen Case was denied

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 Cavalcante 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 and 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 into 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.

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 January 1, 2009, Gary Chapman filed for relief under Chapter 7 of the U S Bankruptcy Code (United States Bankruptcy Court Southern District of Ohio, Cincinnati), Case No 09-10384, and a discharge was granted on May 19, 2009 On June 3, 2009, the case was closed

On April 13, 2009, Victor Alvarado filed for relief under Chapter 7 of the U S Bankruptcy Code (United States Bankruptcy Court District of Connecticut, Hartford), Case No 09-20954, and a discharge was granted on July 22, 2009 On August 4, 2009, 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

On May 31, 2017, Rosilyn Florence filed for relief under Chapter 7 of the U S Bankruptcy Code (United States Bankruptcy Court Eastern District of Michigan, Detroit), Case No 17-48267, and a discharge was granted on August 30, 2017 On September 5, 2017, the case was closed

MFS

No bankruptcies of MFS are required to be disclosed in this Item

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 FINANCED¹	MONTHLY PAYMENT TERM (MONTHS)¹				CASH DISCOUNT
				12 mo	18 mo	24 mo	30 mo	
P-2,000	\$13,500 00	\$4,000 00	\$9,500 00	\$817 63	\$566 18	\$447 20	\$368 11	\$675 00
P-3,000	\$15,570 00	\$6,000 00	\$9,570 00	\$823 66	\$570 35	\$450 49	\$370 82	\$778 50
					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 The Franchise Package Fulfillment Period by Franchise Package Size is as follows

Franchise Package	Fulfillment Period Business Days
P-2,000	120
P-3,000	120
P-4,000	150
P-5,000	180
P-7,000	240
P-10,000	330

Your initial obligations are completed (triggering the start of your Initial Business Offering Period outlined above) when i) you or your designated employee, as approved by Coverall, has successfully completed the Initial Training Program and ii) your background screening has been approved The Initial Business Offering Period may be suspended if i) Coverall requires you to attend retraining, or ii) 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 Washington D C , Coverall sold a P-3000 and allowed the franchisee to pay their down payment six (6) days after the closing In Tampa, Coverall sold a P-3,000 and accepted a partial down payment at the closing and the balance in full the next business day In Philadelphia, Coverall i) sold a P-4000 package at the 2016 pricing of \$18,700, and ii) and allowed a franchisee to transfer from the Philadelphia Support Center and pay the \$1,500 transfer fee two (2) days after the transfer In Detroit, Coverall i) sold a P-2,000 and allowed the franchisee to pay their down payment one (1) day after the closing, ii) allowed a franchisee to transfer from the Detroit Support Center and pay the \$1,500 transfer fee three (3) days after the transfer, and iii) sold a P-10,000 and allowed the franchisee to pay a down payment of \$18,063 36 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	\$920.00 - \$2,275.00	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.
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.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
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.
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.

⁴These fees in this Item 6 are nonrefundable.

⁵Additional 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. 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.)

⁶Sales 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.

⁷Special 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.

⁸Business 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.

¹⁰On-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
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.

¹³Electronic 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.

¹⁵Operating 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.

¹⁶Initial 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}	\$13,500-\$40,320 ^{1,2,3,4}	As Arranged ¹	At signing of Franchise Agreement ¹	Coverall
Initial Equipment and Supply Package ³	\$920 - \$2,275 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

YOUR ESTIMATED INITIAL INVESTMENT				
Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
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}	\$16,498 – 51,361²			

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 2017 fiscal year, our revenues from the sale of all equipment, chemicals, supplies, insurance, and apparel to janitorial franchisees were \$12,227,000 or 20% of our total revenues of \$61,238,000. 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 2017, we received rebates totaling \$135,000 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 cell phone and personal computer, or hand-held device, such as a cell phone, with Internet access, the ability to send and receive electronic mail and text messages, and full-web browsing capabilities. You must provide Coverall with a cell phone number and 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, text messages, 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

Obligation	Section In Agreement	Disclosure Document Item
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

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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)	\$9,500 00 - \$18,063 36 ^{1 2}	\$4,000 00 - \$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 \$13,500 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 \$9,500 00 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	30 mo
P-2,000	6%	9%	12%	12%
P-3,000	6%	9%	12%	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 i) you or your designated employee, as approved by Coverall, has successfully completed the Initial Training Program and ii) your background screening has been approved. The Initial Business Offering Period may be suspended if i) Coverall requires you to attend retraining, or ii) 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 a cell phone and a personal computer or hand-held device, such as a cell phone, with internet access, the ability to send and receive electronic mail and text messages and with full-web browsing capabilities. We do not specify what type of device you use, as long as you have the ability to send and receive electronic mail, text messages, and full web browsing capabilities via 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 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 Cleaning Concepts® & design	2,337,703	April 4, 2000	37
Healthy Cleaning Down to A Science®	3,547,673	December 16, 2008	37
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
Coverall Health-Based Cleaning System® & design (light green)	3,818,990	July 13, 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
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

COVERALL®		
STATE	DATE AND CERTIFICATE NUMBER OF ORIGINAL REGISTRATION	DATE AND CERTIFICATE NUMBER OF RENEWAL REGISTRATION (if any)
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	
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

COVERALL®				
STATE	DATE AND CERTIFICATE NUMBER OF ORIGINAL REGISTRATION		DATE AND CERTIFICATE NUMBER OF RENEWAL REGISTRATION (if any)	
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

COPYRIGHT REGISTRATIONS		
COPYRIGHTED MATERIAL	DATE OF REGISTRATION	REGISTRATION NUMBER
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 2017, for Coverall and MFS consolidated: i) average customer attrition rate was 2.53% per month, and ii) average life of a customer was thirty-nine (39) 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, 2017 the Initial Business had been offered in compliance with the Franchise Agreement.

During our fiscal year January 1, 2017 to December 31, 2017, CNA and MFS combined sold 535 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 210 cases, or 39%, (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 49 cases, or 9%, (c) the time for us to provide initial customers under franchise packages had not expired in 276 cases, or 52%, 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 2015 to 2017^{1 2 3 4} & MELTON FRANCHISE SYSTEMS, INC For Years 2015 and 2017 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	2015	5,246	5,624	+378
	2016	5,624	5,376	-248
	2017	5,376	5,114	-262
Company-Owned	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Total Outlets	2015	5,246	5,624	+378
	2016	5,624	5,376	-248
	2017	5,376	5,114	-262

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 On January 31, 2018, Holding became the sole shareholder of 4444, International, Inc , a Florida corporation and Coverall Service Franchisee doing business as Coverall of Central Florida ("4444") Effective January 31, 2018, 4444 merged with Coverall, and Coverall is the surviving corporation
- 4 The following discrepancies reported in the fiscal year of 2016 are i) in Washington, D C , the total number of Franchisee's operating from January 1, 2016 to December 31, 2016 was underreported by one, ii) in Long Island the total number of Franchisee's operating from January 1, 2016 to December 31, 2016 was underreported by one, iii) in San Bernardino the total number of Franchisee's operating from January 1, 2016 to December 31, 2016 was underreported by two

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CHART #2 - COVERALL NORTH AMERICA, INC
For Years 2015 to 2017^{1 2 3 4} &
MELTON FRANCHISE SYSTEMS, INC
For Years 2015 and 2017
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	2015	1
	2016	0
	2017	0
California	2015	10
	2016	6
	2017	5
Colorado	2015	0
	2016	0
	2017	0
Delaware	2015	0
	2016	0
	2017	0
Florida	2015	8
	2016	5
	2017	6
Georgia	2015	4
	2016	2
	2017	4
Hawai	2015	0
	2016	1
	2017	0
Illinois	2015	1
	2016	1
	2017	1
Kentucky	2015	0
	2016	0
	2017	0
Louisiana	2015	1
	2016	1
	2017	0
Michigan	2015	2
	2016	2
	2017	4
Mississippi	2015	0
	2016	0
	2017	0

CHART #2 - COVERALL NORTH AMERICA, INC
For Years 2015 to 2017^{1 2,3 4} &
MELTON FRANCHISE SYSTEMS, INC
For Years 2015 and 2017
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
Nevada	2015	2
	2016	1
	2017	1
New Jersey	2015	2
	2016	4
	2017	2
New York	2015	0
	2016	6
	2017	1
North Carolina	2015	0
	2016	2
	2017	2
Ohio	2015	0
	2016	2
	2017	5
Pennsylvania	2015	0
	2016	1
	2017	3
Texas	2015	1
	2016	1
	2017	2
Utah	2015	1
	2016	0
	2017	0
Virginia	2015	0
	2016	1
	2017	2
Wisconsin	2015	2
	2016	2
	2017	3
Totals	2015	35
	2016	38
	2017	41

**CHART #3 - COVERALL NORTH AMERICA, INC For Years 2015 to 2017^{1 2 3 4} &
MELTON FRANCHISE SYSTEMS, INC For Years 2015 and 2017**

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	2015	1	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Arizona	2015	2	0	0	0	0	0	1
	2016	1	0	1	0	0	0	0
	2017	0	0	0	0	0	0	0
California	2015	1151	107	63	1	0	77	1116
	2016	1116	114	67	0	0	201	960
	2017	960	44	46	0	0	48	910
Colorado	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	1	0	0	0	0
Connecticut	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Delaware	2015	14	1	0	0	0	0	15
	2016	15	2	1	0	0	3	14
	2017	14	3	2	0	0	0	17
Florida	2015	768	92	23	0	0	10	827
	2016	827	99	28	0	0	124	768
	2017	768	71	57	0	0	90	693
Georgia	2015	148	67	31	0	0	0	183
	2016	183	30	39	0	0	1	178
	2017	178	27	37	0	0	2	165
Hawai	2015	154	36	8	0	0	14	168

**CHART #3 - COVERALL NORTH AMERICA, INC For Years 2015 to 2017^{1 2 3 4} &
MELTON FRANCHISE SYSTEMS, INC For Years 2015 and 2017**

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
	2016	168	33	6	0	0	13	181
	2017	181	31	6	0	0	37	169
Illinois	2015	250	29	25	0	0	0	253
	2016	253	28	37	0	0	0	244
	2017	244	11	29	0	0	0	226
Indiana	2015	9	2	1	0	0	0	10
	2016	10	0	3	0	0	0	8
	2017	8	0	3	0	0	0	5
Iowa	2015	3	1	0	0	0	0	5
	2016	5	1	1	0	0	0	5
	2017	5	1	2	0	0	1	3
Kansas	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	1
	2017	1	0	0	0	0	0	0
Kentucky	2015	10	0	0	0	0	0	10
	2016	10	2	0	0	0	0	12
	2017	12	0	4	0	0	0	11
Louisiana	2015	31	4	0	0	0	0	36
	2016	36	14	1	0	0	7	41
	2017	41	7	6	0	0	8	35
Maine	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Maryland	2015	101	9	4	0	0	0	106
	2016	106	15	25	0	0	1	95
	2017	95	19	4	0	0	0	111

**CHART #3 - COVERALL NORTH AMERICA, INC For Years 2015 to 2017^{1 2 3 4} &
MELTON FRANCHISE SYSTEMS, INC For Years 2015 and 2017**

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
Michigan	2015	211	23	6	0	0	0	227
	2016	227	32	34	0	0	0	225
	2017	225	19	43	0	0	0	201
Minnesota	2015	0	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Mississippi	2015	1	0	0	0	0	0	1
	2016	1	0	1	0	0	0	0
	2017	0	0	0	0	0	0	0
Missouri	2015	0	0	0	0	0	0	0
	2016	0	0	1	0	0	0	0
	2017	0	0	0	0	0	0	0
Nevada	2015	92	17	17	0	0	0	92
	2016	92	13	15	0	0	4	83
	2017	83	11	9	0	0	0	85
Nebraska	2015	9	4	0	0	0	0	13
	2016	13	4	1	0	0	0	16
	2017	16	4	0	0	0	0	20
New Hampshire	2015	2	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5
New Jersey	2015	303	38	5	0	0	21	318
	2016	318	42	37	0	0	20	301
	2017	301	28	26	0	0	1	302
New York	2015	221	26	0	0	0	17	230

**CHART #3 - COVERALL NORTH AMERICA, INC For Years 2015 to 2017^{1 2 3 4} &
MELTON FRANCHISE SYSTEMS, INC For Years 2015 and 2017**

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
	2016	230	41	56	0	0	2	211
	2017	211	19	19	0	0	0	210
North Carolina	2015	108	25	8	0	0	0	126
	2016	126	31	26	0	0	0	133
	2017	133	17	27	0	0	0	123
Ohio	2015	509	91	28	0	0	0	571
	2016	571	101	18	0	0	98	557
	2017	557	79	48	0	0	62	523
Oklahoma	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Oregon	2015	1	0	1	0	0	0	1
	2016	1	6	9	0	0	0	69
	2017	69	4	3	0	0	2	68
Pennsylvania	2015	270	62	17	0	0	0	317
	2016	317	68	21	0	0	38	325
	2017	325	42	36	0	0	20	308
South Carolina	2015	34	5	2	0	0	0	38
	2016	38	2	9	0	0	1	31
	2017	31	2	4	0	0	0	31
South Dakota	2015	0	0	1	0	0	0	0
	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	0
Tennessee	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	1	1

**CHART #3 - COVERALL NORTH AMERICA, INC For Years 2015 to 2017^{1 2 3 4} &
MELTON FRANCHISE SYSTEMS, INC For Years 2015 and 2017**

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
	2017	1	0	1	0	0	0	0
Texas	2015	171	30	5	0	0	12	186
	2016	186	26	7	0	0	24	183
	2017	183	23	14	0	0	19	173
Utah	2015	55	17	4	0	0	0	67
	2016	67	16	4	0	0	9	70
	2017	70	9	3	0	0	5	72
Virginia	2015	361	69	18	0	0	5	406
	2016	406	44	80	0	0	0	367
	2017	367	28	30	0	0	0	364
Washington	2015	0	0	1	0	0	0	0
	2016	0	0	2	0	0	0	10
	2017	10	0	0	0	0	0	11
Washington D C	2015	11	3	0	0	0	0	13
	2016	13	2	2	0	0	0	13
	2017	13	2	1	0	0	0	14
Wisconsin	2015	242	41	3	0	0	2	279
	2016	279	34	45	0	0	1	266
	2017	266	34	41	0	0	1	257
West Virginia	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	1	0
	2017	0	0	0	0	0	0	0
Totals	2015	5,246	799	271	1	0	158	5,624
	2016	5,624	801	577	0	0	549	5,376
	2017	5,376	535	502	0	0	296	5,114

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 2015 to 2017							
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*	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0

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

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**CHART #5 - COVERALL NORTH AMERICA, INC 's AND MELTON FRANCHISE SYSTEMS'
PROJECTED OPENING OF JANITORIAL FRANCHISES JANUARY 1, 2018 - DECEMBER 31, 2018
AS OF DECEMBER 31, 2018**

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	4	102	0
Delaware	0	0	0
Florida	3	54	0
Georgia	2	22	0
Hawaii	2	29	0
Idaho	0	0	0
Illinois	1	17	0
Indiana	0	0	0
Iowa	0	0	0
Louisiana	0	6	0
Maryland	1	0	0
Michigan	1	15	0
Nebraska	0	6	0
Nevada	1	12	0
New Hampshire	0	0	0
New Jersey	1	24	0
New Mexico	0	0	0
New York	0	6	0
North Carolina	1	12	0
Ohio	3	68	0
Oregon	1	12	0
Pennsylvania	2	33	0
South Carolina	0	0	0
Texas	1	18	0
Utah	0	14	0
Virginia	2	17	0
Washington, D C	0	18	0
Wisconsin	1	28	0
Totals	27	513	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, 2017.

CHART #1 - COVERALL NORTH AMERICA, INC. AND SERVICE FRANCHISES System wide Outlet Summary of Janitorial Franchises For Years 2015 to 2017				
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	2015	7,504	7,690	+186
	2016	7,690	7,372	-318
	2017	7,372	6,960	-412
Company-Owned	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Total Outlets	2015	7,504	7,690	+186
	2016	7,690	7,372	-318
	2017	7,372	6,960	-412

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**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 2015 to 2017**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	2015	0
	2016	0
	2017	0
Arizona	2015	2
	2016	2
	2017	2
Arkansas	2015	0
	2016	0
	2017	0
California	2015	10
	2016	6
	2017	5
Colorado	2015	0
	2016	0
	2017	0
Connecticut	2015	0
	2016	7
	2017	4
Delaware	2015	0
	2016	0
	2017	0
Florida	2015	9
	2016	7
	2017	9

**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 2015 to 2017**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Georgia	2015	4
	2016	2
	2017	4
Hawai	2015	0
	2016	1
	2017	0
Illinois	2015	1
	2016	1
	2017	1
Indiana	2015	0
	2016	1
	2017	0
Iowa⁵	2015	0
	2016	0
	2017	0
Kansas	2015	0
	2016	0
	2017	0
Kentucky	2015	0
	2016	0
	2017	0
Louisiana	2015	1
	2016	1
	2017	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 2015 to 2017**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Michigan	2015	3
	2016	2
	2017	4
Minnesota	2015	0
	2016	0
	2017	0
Mississippi	2015	1
	2016	0
	2017	0
Nevada	2015	2
	2016	1
	2017	1
New Hampshire	2015	0
	2016	0
	2017	0
New Jersey	2015	4
	2016	4
	2017	4
New York	2015	1
	2016	6
	2017	1
North Carolina	2015	1
	2016	3
	2017	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 2015 to 2017**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Ohio	2015	0
	2016	2
	2017	5
Oregon	2015	0
	2016	0
	2017	0
Pennsylvania	2015	1
	2016	1
	2017	3
Rhode Island	2015	2
	2016	1
	2017	2
South Carolina	2015	0
	2016	0
	2017	0
Tennessee	2015	2
	2016	0
	2017	1
Texas	2015	1
	2016	2
	2017	2
Utah	2015	1
	2016	0
	2017	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 2015 to 2017**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Virginia	2015	0
	2016	1
	2017	2
Washington D C	2015	0
	2016	0
	2017	0
Wisconsin	2015	2
	2016	2
	2017	3
Totals	2015	48
	2016	53
	2017	55

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CHART #3 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISEE'S
System wide Status of Janitorial Franchise Outlets
For Years 2015 to 2017

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	2015	20	5	0	0	0	2	31
	2016	31	4	1	0	0	5	29
	2017	29	7	0	0	0	5	31
Arizona	2015	85	19	8	0	0	0	81
	2016	81	11	14	0	0	36	98
	2017	98	10	13	0	0	5	72
Arkansas	2015	0	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
California	2015	1,151	107	64	1	0	77	1,117
	2016	1,117	114	67	0	0	201	961
	2017	961	44	46	0	0	48	911
Colorado	2015	74	7	15	0	0	0	67
	2016	67	0	10	0	0	0	57
	2017	57	0	10	0	0	0	47
Connecticut	2015	165	12	2	0	0	20	156
	2016	156	28	6	0	0	32	179
	2017	179	0	5	0	0	20	148
Delaware	2015	14	1	0	0	0	0	15
	2016	15	2	1	0	0	3	14
	2017	14	3	2	0	0	0	17
Florida	2015	1,061	127	56	0	0	27	1,103
	2016	1,103	136	61	0	0	138	1,036
	2017	1,036	99	85	0	0	100	947
Georgia	2015	148	67	33	0	0	0	184
	2016	184	30	40	0	0	1	178

CHART #3 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISEE'S
System wide Status of Janitorial Franchise Outlets
For Years 2015 to 2017

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
	2017	178	28	37	0	0	2	166
Hawai	2015	154	36	8	0	0	14	168
	2016	168	33	7	0	0	13	181
	2017	181	31	6	0	0	37	169
Illinois	2015	267	31	25	0	0	0	272
	2016	272	28	37	0	0	0	263
	2017	263	12	30	0	0	0	245
Indiana	2015	26	3	4	0	0	1	23
	2016	23	1	5	0	0	0	19
	2017	19	1	5	0	0	0	15
Iowa	2015	3	1	0	0	0	0	5
	2016	5	1	1	0	0	0	6
	2017	6	1	3	0	0	1	3
Kansas	2015	35	2	3	0	0	0	34
	2016	34	5	5	0	0	0	33
	2017	33	2	0	0	0	1	33
Kentucky	2015	65	6	6	0	0	0	67
	2016	67	7	9	0	0	0	67
	2017	67	7	11	0	0	0	66
Louisiana	2015	31	4	0	0	0	0	36
	2016	36	14	1	0	0	7	41
	2017	41	7	6	0	0	8	35
Maine	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Maryland	2015	239	15	18	0	0	0	232

CHART #3 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISEE'S
System wide Status of Janitorial Franchise Outlets
For Years 2015 to 2017

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
	2016	232	39	36	0	0	1	226
	2017	226	31	21	0	0	0	237
Massachusetts	2015	94	0	94	0	0	1	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Michigan	2015	247	29	8	0	0	1	270
	2016	270	38	38	0	0	0	272
	2017	272	23	48	0	0	2	245
Minnesota	2015	169	9	21	0	0	0	155
	2016	155	11	8	0	0	1	159
	2017	159	7	16	0	0	0	150
Mississippi	2015	6	1	0	0	0	0	8
	2016	8	1	2	0	0	0	7
	2017	7	4	0	0	0	1	10
Missouri	2015	92	7	16	0	0	0	84
	2016	84	6	6	0	0	0	88
	2017	88	5	10	0	0	0	83
Nebraska	2015	9	4	0	0	0	0	13
	2016	13	4	1	0	0	0	16
	2017	16	4	0	0	0	0	20
Nevada	2015	92	17	17	0	0	0	92
	2016	92	13	15	0	0	4	84
	2017	84	11	9	0	0	0	86
New Hampshire	2015	2	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5

CHART #3 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISEE'S
System wide Status of Janitorial Franchise Outlets
For Years 2015 to 2017

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
New Jersey	2015	425	47	32	0	0	24	417
	2016	417	52	49	0	0	35	383
	2017	383	33	30	0	0	3	382
New Mexico	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	1	0	0	0	0
New York	2015	305	31	10	0	0	18	306
	2016	306	55	65	0	0	5	293
	2017	293	30	31	0	0	1	292
North Carolina	2015	164	37	15	0	0	0	190
	2016	190	39	30	0	0	1	199
	2017	199	20	31	0	0	0	188
Ohio	2015	531	97	28	0	0	3	597
	2016	597	103	19	0	0	101	580
	2017	580	81	48	0	0	62	548
Oklahoma	2015	28	17	8	0	0	1	37
	2016	37	11	0	0	0	0	47
	2017	47	2	3	0	0	1	44
Oregon	2015	79	7	7	0	0	5	73
	2016	73	6	9	0	0	0	69
	2017	69	4	3	0	0	2	68
Pennsylvania	2015	350	70	21	0	0	0	401
	2016	401	71	29	0	0	38	410
	2017	410	55	46	0	0	20	398
Rhode Island	2015	65	8	15	0	0	10	48
	2016	48	5	2	0	0	7	42

CHART #3 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISEE'S
System wide Status of Janitorial Franchise Outlets
For Years 2015 to 2017

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
	2017	42	0	2	0	0	0	44
South Carolina	2015	34	5	2	0	0	0	38
	2016	38	2	9	0	0	1	31
	2017	31	2	4	0	0	0	31
South Dakota	2015	0	0	1	0	0	0	0
	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	0
Tennessee	2015	160	13	14	0	0	1	158
	2016	158	7	13	0	0	1	155
	2017	155	10	21	0	0	1	146
Texas	2015	307	45	30	0	0	13	312
	2016	312	33	10	0	0	24	314
	2017	314	29	30	0	0	21	291
Utah	2015	55	17	4	0	0	0	67
	2016	67	16	4	0	0	9	70
	2017	70	9	3	0	0	5	72
Virginia	2015	361	69	18	0	0	5	406
	2016	406	44	80	0	0	0	367
	2017	367	28	30	0	0	1	365
Washington	2015	139	10	27	0	0	1	126
	2016	126	8	26	0	0	0	111
	2017	111	8	42	0	0	0	77
Washington D C	2015	11	3	0	0	0	0	13
	2016	13	2	2	0	0	0	13
	2017	13	2	1	0	0	0	14
West Virginia	2015	1	0	0	0	0	0	1

CHART #3 - COVERALL NORTH AMERICA, INC AND SERVICE FRANCHISEE'S
System wide Status of Janitorial Franchise Outlets
For Years 2015 to 2017

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
	2016	1	0	0	0	0	1	0
	2017	0	0	0	0	0	0	0
Wisconsin	2015	242	41	3	0	0	2	281
	2016	281	34	46	0	0	1	267
	2017	267	34	42	0	0	1	258
Wyoming	2015	0	0	1	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Totals	2015	7,506	1,027	634	1	0	226	7,690
	2016	7,690	1,015	764	0	0	666	7,372
	2017	7,372	684	731	0	0	348	6,960

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 2015 to 2017							
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*	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	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, 2018 - DECEMBER 31, 2018
AS OF DECEMBER 31, 2017**

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	3	9	0
Arkansas	0	0	0
California	4	102	0
Colorado	0	8	0
Connecticut	1	17	0
Delaware	0	0	0
Florida	13	78	0
Georgia	2	22	0
Hawaii	2	29	0
Idaho	0	0	0
Illinois	1	17	0
Indiana	0	5	0
Iowa	0	0	0
Kansas	0	4	0
Kentucky	0	19	0
Louisiana	0	6	0
Maine	0	0	0
Maryland	3	15	0
Michigan	1	21	0
Minnesota	2	10	0
Mississippi	0	2	0
Missouri	1	12	0
Nebraska	0	6	0
Nevada	1	12	0
New Hampshire	0	0	0
New Jersey	1	36	0
New Mexico	0	0	0
New York	2	28	0
North Carolina	3	18	0
Ohio	3	74	0
Oklahoma	0	8	0

**CHART #5 - COVERALL NORTH AMERICA, INC 's AND SERVICE FRANCHISEES' PROJECTED
OPENING OF JANITORIAL FRANCHISES JANUARY 1, 2018 - DECEMBER 31, 2018
AS OF DECEMBER 31, 2017**

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	12	0
Pennsylvania	2	45	0
Rhode Island	2	6	0
South Carolina	0	0	0
Tennessee	0	24	0
Texas	4	36	0
Utah	0	14	0
Virginia	2	17	0
Washington	0	10	0
Washington, D C	0	18	0
Wisconsin	1	28	0
Totals	55	782	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, 2017 and 2016, and the related consolidated statements of operations, stockholder's equity and cash flows for the years ended December 31, 2017 and 2016, and for the periods from November 3, 2015 through December 31, 2015 and from January 1, 2015 through November 2, 2015 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**TABLE OF CONTENTS**

<u>Paragraph</u>		<u>Page No</u>
--	Information Regarding Franchisee and Franchise Package	1
1	Nature and Scope of Franchise	2
2	Franchise Grant and Term	2
3	Territory	2
4	Franchise Fee	2
5	Royalty and Support Fee	2
6	Other Fees	3
7	Payment of Fees and Other Obligations	3
8	Business Multipliers	3
9	Training	3
10	Incorporation, Business License and Business Bank Account	4
11	Manuals	4
12	Compliance with Coverall System	4
13	The Franchise Package	4
14	The Coverall Initial Business Guarantee	5
15	Growing the Franchised Business	6
16	Business and Support Services Provided By Coverall	6
17	Franchised Business Operations	8
18	Restrictions	10
19	Franchisee is an Independent Contractor	11
20	Indemnification	11
21	Assignment	12
22	Default and Termination	13
23	Procedures after Expiration, Termination or Assignment	13
24	Informal Dispute Resolution/Mediation	15
25	Dispute Resolution/Arbitration	15
26	Time to Assert Claims	16
27	Governing Law	16
28	Entire Agreement	16
29	Amendment	16
30	Waivers	16
31	Force Majeure	17
32	Severability	17
33	Notices	17
34	Successors Bound	17
35	Survival of Provisions	17
36	Captions	17
37	Guaranty	17
38	Certification	18

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

☐ Cash ☐ Veteran

Package Purchased P- _____

Down Payment _____

Initial Business Offering Period _____ business days

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

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 Franchise 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 cell phone and personal computer, or hand-held device, such as a cell phone, with Internet access, the ability to send and receive electronic mail and text messages, and full-web browsing capabilities. You must provide Coverall with a cell phone number and electronic mail 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 and Limited Customer Guarantee 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, whose 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 \$ _____ *

Amount of Each Monthly Installment
\$ _____

*Refer to Exhibit C hereof

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 \$920 00¹

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		
		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
12' Window Squeegee	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
10" Washer Strip Sleeve	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
Neutral Floor Cleaner Concentrate	1 4 Liter	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 Training Book	1
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
10" Washer Strip Sleeve	1	Trash Barrel Caddy bag	1
12" Window Squeegee	1		

Section 3 Chemicals

Disinfectant/All Purpose Cleaner Concentrate	1 4 Liter	SDS and Labels for Above Material	1 set
Neutral Floor Cleaner Concentrate	1 4 Liter	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 List¹
Package P-5,000

Section 1-Business Supplies – Estimated Cost \$1,747 00¹

Reports and Forms			
Customer Acceptance Form	1	Healthcare & Safety Training Materials	
Customer Site Survey	5	NSC Bloodborne/Airborne Pathogens Course Training Book	1
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
10" Washer Strip Sleeve	1	Trash Barrel Caddy bag	1
12" Window Squeegee	1		

Section 3 Chemicals

Disinfectant/All Purpose Cleaner Concentrate	1 4 Liter	SDS and Labels for Above Material	1 set
Neutral Floor Cleaner Concentrate	1 4 Liter	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 - \$2,275 00¹

Reports and Forms			
Customer Acceptance Form	1	Health & Safety Training Materials	
Customer Site Survey	5	NSC Bloodborne/Airborne Pathogens Course Training Book	1
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
10" Washer Strip Sleeve	1	Trash Barrel Caddy bag	1
12" Window Squeegee	1	HD 20" Floor Machine 175rpm (w/pad holder)	1

Section 3 Chemicals

Disinfectant/All Purpose Cleaner Concentrate	1 4 Liter	SDS and Labels for Above Material	1 set
Neutral Floor Cleaner Concentrate	1 4 Liter	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

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

FO# _____

Exhibit A 2 to
Janitorial Franchise Disclosure Document

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 30, 2018, 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 16 day of March 2018

Guarantor

CNA HOLDING CORPORATION

By Ira Moreland
Ira Moreland, Vice President & Secretary

CNA Holding Corporation and Subsidiaries

Consolidated Financial Report
December 31, 2017

Contents

Independent Auditor's Report	1
Consolidated Financial Statements	
Consolidated balance sheets	2
Consolidated statements of operations	3
Consolidated statements of stockholder s equity	4
Consolidated statements of cash flows	5 - 6
Notes to consolidated financial statements	7 - 23



Independent Auditor's Report

RSM US LLP

To the Board of Directors
CNA Holding Corporation and Subsidiaries

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, 2017 and 2016, the related consolidated statements of operations, changes in stockholder's equity (deficit) and cash flows for the years ended December 31, 2017 and 2016, and for 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 related notes to the consolidated financial statements (collectively, the 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, 2017 and 2016, and the results of their operations and their cash flows for the years ended December 31, 2017 and 2016, and for the Successor and Predecessor Periods, in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Fort Lauderdale, Florida
March 22, 2018

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CNA Holding Corporation and Subsidiaries

Consolidated Balance Sheets
December 31, 2017 and 2016

	2017	2016
Assets		
Current Assets		
Cash	\$ 12,555,000	\$ 7 288 000
Restricted cash	491,000	611 000
Franchisees' accounts receivable net of allowance for doubtful accounts of \$355 000 and \$258 000 in 2017 and 2016 respectively	11,721,000	10 762 000
Inventories	568,000	1 064 000
Current maturities of notes receivable from franchisees net of allowance for doubtful accounts of \$1 625 000 and \$1 201 000 in 2017 and 2016 respectively	7,521,000	8 562 000
Prepaid expenses and other current assets	1,331,000	1 933 000
Total current assets	34,187,000	30 220 000
Notes Receivable from Franchisees less current maturities net of allowance for doubtful accounts of \$784 000 and \$813 000 in 2017 and 2016 respectively	3,629,000	5 791 000
Equipment and Leasehold Improvements net	2,609,000	2 684 000
Intangible Assets net	40,624,000	44 848 000
Goodwill	56,055,000	56 055 000
Other Assets	333,000	806 000
Total assets	\$137,437,000	\$140 404 000
Liabilities and Stockholder's Equity		
Current Liabilities		
Accounts payable	\$ 27,833,000	\$ 25 757 000
Accrued expenses	4,653,000	4 604 000
Self-insurance reserves	1,364,000	1 169 000
Deferred revenue	4,222,000	5 914 000
Current maturities of capital lease	230,000	228 000
Current maturities of long-term debt	2,585,000	1 084 000
Total current liabilities	40,887,000	38 756 000
Deferred Tax Liabilities net	9,569,000	15 764 000
Long-Term Capital Leases less current maturities	116,000	340,000
Long-Term Debt net less current maturities	43,385,000	46 870 000
Total liabilities	93,957,000	101 730 000
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	39,057,000	38 881,000
Accumulated deficit	4,243,000	(387 000)
Total stockholder's equity	43,480,000	38 674 000
Total liabilities and stockholder's equity	\$ 137,437,000	\$ 140,404 000

See Notes to Consolidated Financial Statements

CNA Holding Corporation and Subsidiaries

Consolidated Statements of Operations

	Year Ended December 31, 2017	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)
Revenues				
Royalty and support fees	\$ 36,093,000	\$ 34,162,000	\$ 5,435,000	\$27,281,000
Franchise fees	17,220,000	19,316,000	2,735,000	15,125,000
Other franchise revenue	17,054,000	17,578,000	2,789,000	14,377,000
Interest income	1,478,000	1,448,000	218,000	982,000
Total revenues	71,845,000	72,504,000	11,177,000	57,765,000
Operating expenses				
Selling, general and administrative expenses	53,947,000	54,379,000	8,051,000	41,628,000
Costs of other franchise revenue	7,388,000	7,775,000	1,212,000	6,443,000
Transaction costs	-	-	82,000	3,979,000
Depreciation and amortization	5,471,000	6,604,000	933,000	3,729,000
Loss on disposal of equipment	-	48,000	-	-
Total operating expenses	66,806,000	68,806,000	10,278,000	55,779,000
Operating income	5,039,000	3,698,000	899,000	1,986,000
Interest expense, net	5,115,000	4,586,000	457,000	7,081,000
Income (loss) before income taxes	(76,000)	(888,000)	442,000	(5,095,000)
Income tax (benefit) expense	(4,706,000)	(244,000)	185,000	(2,402,000)
Net income (loss)	\$ 4,630,000	\$ (644,000)	\$ 257,000	\$ (2,693,000)

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 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
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
Stock-based compensation	-	-	88,000	-	88,000
Capital contribution from Parent	-	-	88 000	-	88,000
Net income	-	-	-	4 630,000	4,630 000
Balance, December 31, 2017	18,000,000	\$ 180,000	\$ 39,057,000	\$ 4,243,000	\$ 43,480,000

See Notes to Consolidated Financial Statements

CNA Holding Corporation and Subsidiaries

Consolidated Statements of Cash Flows

	Year Ended December 31 2017	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)
Cash Flows From Operating Activities				
Net income (loss)	\$ 4 630,000	\$ (644 000)	\$ 257 000	\$(2 693 000)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities				
Depreciation and amortization	1 246,000	1 264 000	224 000	831 000
Amortization of debt issuance costs	284 000	284 000	48 000	464 000
Amortization of intangibles	4,224,000	5 340 000	710 000	2 896 000
Write-off of loan fees		-		1 156 000
Deferred income taxes	(6 195,000)	(739 000)	177 000	(558 000)
Stock based compensation	88 000	129 000	-	395 000
Loss on disposal of equipment		48 000	-	-
Changes in assets and liabilities				
(Increase) decrease in				
Restricted cash	120 000	-		
Accounts receivable	(959 000)	(975 000)	(1 823 000)	2 698 000
Inventories	281 000	(35 000)	18 000	17 000
Notes receivable	3 203 000	(2 774 000)	(593 000)	876 000
Prepaid expenses and other assets	1,075 000	(1 027 000)	159 000	(991 000)
Increase (decrease) in				
Outstanding checks in excess of cash balances		(1 693 000)	1 693 000	(2 249 000)
Accounts payable	2 076,000	10 594 000	(1 103 000)	5 227 000
Accrued expenses	49,000	481 000	314 000	(1 184 000)
Deferred revenue	(1 692,000)	1 086 000	(35 000)	(2 861 000)
Self insurance reserves	195 000	37 000	(247 000)	(66 000)
Net cash provided by (used in) operating activities	8 625,000	11 376 000	(201 000)	3 958 000
Cash Flows From Investing Activities				
Purchases of equipment and leasehold improvements	(956 000)	(1 598 000)	(598 000)	(1 069 000)
Acquisition of the assets of Cavalier Services Inc		(986 000)		-
Working capital adjustment	-	640 000	-	-
Net cash used in investing activities	(956 000)	(1 944 000)	(598 000)	(1 069 000)
Cash Flows From Financing Activities				
Proceeds from long term borrowings		-	400 000	-
Principal payments on long-term debt	(2 268 000)	(1 056 000)	(250 000)	(1 029 000)
Net borrowings (repayments) on line of credit		(1 675 000)	1 675 000	(1 125 000)
Net borrowings on capital leases	(222 000)	508 000	-	-
Payments for debt issuance costs		-	(1 422 000)	
Capital contribution from Parent	88 000	79 000		
Net cash provided by (used in) financing activities	(2 402 000)	(2 144 000)	403 000	(2 154 000)
Net increase (decrease) in cash	5 267,000	7 288 000	(396 000)	735 000
Cash				
Beginning	7 288,000	-	396 000	18 000
Ending	\$ 12 555 000	\$ 7 288 000	\$	\$ 753 000

(Continued)

CNA Holding Corporation and Subsidiaries

Consolidated Statements of Cash Flows

	Year Ended December 31, 2017	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)
Supplemental Disclosures of Cash Flow Information				
Cash paid for				
Interest	\$ 4,815,000	\$ 4 894 000	\$ 787 000	\$ 4 971 000
Taxes	\$ 1,073,000	\$ 1 202 000	\$ -	\$ 491 000
Supplemental Disclosures of Noncash Investing and Financing Activities				
Increase (decrease) in prepaid expenses and other current assets and accrued expenses due to litigation reserves	\$ 116,000	\$ 97,000	\$ (105 000)	\$(2 875 000)
Acquisitions of entities through 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 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 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 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 on notes receivables from franchisees is recognized using the interest method. The Company's policy is to suspend recognition of interest income on notes receivables when the receivable is 90 days or more past due on a contractual basis. Charges for late fees and insufficient fund fees are recognized as income when collected. Past due status is based on the contractual terms of the promissory note agreements.

Inventories Inventories consist primarily of cleaning supplies and equipment. In July 2015, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2015-11 *Inventory (Topic 330) Simplifying the Measurement of Inventory*. The amendments in the ASU require entities that measure inventory using the first-in, first-out (FIFO) or average cost methods to measure inventory at the lower of cost or net realizable value. Net realizable value is defined as estimated selling price in the ordinary course of business less reasonable predictable cost of completion, disposal and transportation. The Company historically stated inventory at the lower of cost or market with cost being determined on the FIFO method. The Company adopted the ASU effective January 1, 2017, which resulted in no material effect on the accompanying consolidated financial statements.

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. The debt issuance costs related to a recognized debt liability are presented in the consolidated balance sheets as a direct deduction from the carrying amount of the debt liability, consistent with debt discounts. As of December 31, 2017 and 2016, debt issuance costs being recorded as a discount on related debt amounted to approximately \$806,000 and \$1,090,000, respectively, net of accumulated amortization. Interest expense related to the amortization of debt issuance costs for the years ended December 31, 2017 and 2016, and the Successor and Predecessor periods was \$284,000, \$284,000, \$48,000 and \$464,000, respectively.

Notes to Consolidated Financial Statements

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

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

Advertising The Company expenses advertising and promotion costs as incurred Advertising expense totaled approximately \$76 000 \$180 000 \$11 000 and \$289 000 for the years ended December 31 2017 and 2016 and for Successor and Predecessor periods 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 years ended December 31 2017 and 2016 the Company recorded approximately \$88 000 and \$129 000 of non cash compensation expense for stock awarded and vested during the respective 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 Goodwill represents the excess of the purchase price over the value assigned to identifiable assets acquired and liabilities assumed at the acquisition date primarily 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 2017 and 2016

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 10 to 15 years

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 2017 and 2016

Notes to Consolidated Financial Statements

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

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.

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

Notes to Consolidated Financial Statements

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

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, 2017 and 2016.

On December 22, 2017, the President of the United States signed into law the Tax Cuts and Jobs Act tax reform legislation (the Act). This legislation makes significant change in U.S. tax law including a reduction in the corporate tax rates, changes to net operating loss carryforwards and carrybacks, and a repeal of the corporate alternative minimum tax. The legislation reduced the U.S. corporate tax rate from the current rate of 34% to 21%. Additionally, the Act required a one-time remeasurement of certain tax-related assets and liabilities resulting in the Company recording approximately \$4,657,000 in tax benefit for deferred tax impacts during the year ended December 31, 2017.

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, 2017 and 2016. As of December 31, 2017 and 2016, \$116,000 and \$98,000, respectively, is included in accrued expenses and prepaid assets for indemnified cases.

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. 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

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

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

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

Subsequent Events Management has evaluated subsequent events through March 22 2018 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 2017 and is to be paid in full by July 2019

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

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 2 Business Combinations (Continued)

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.

The fair value of the intangible assets obtained consisted of \$4,755,000 in trademark assets, \$20,075,000 in Janitorial franchisee relationships and \$25,715,000 in Master franchisee relationships. 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.

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 2 Business Combinations (Continued)

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.

The carrying value of goodwill as of December 31, 2017 and 2016 is as follows:

Goodwill December 31, 2015	\$ 55,573,000
Measurement period adjustment	(640,000)
Acquisition of the assets of Cavalier Services Inc.	1,122,000
	<u>\$ 56,055,000</u>

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 generally over 12 to 36 months with interest primarily at 12% per annum. Janitorial franchisee notes are unsecured. Equipment notes are due generally 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 from the master franchisee under certain defined circumstances in the service franchise agreement.

Notes receivable as of December 31, 2017 and 2016 are as follows:

	2017	2016
Notes receivable	\$ 13,559,000	\$ 16,367,000
Less allowance for doubtful accounts	2,409,000	2,014,000
	<u>11,150,000</u>	<u>14,353,000</u>
Less current maturities	7,521,000	8,562,000
Notes receivable long-term	<u>\$ 3,629,000</u>	<u>\$ 5,791,000</u>

Notes receivable as of December 31, 2017 are scheduled to be repaid as follows:

Year Ending December 31,	Amount
2018	\$ 9,145,000
2019	3,951,000
2020	463,000
	<u>\$ 13,559,000</u>

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 3 Notes Receivable from Franchisees (Continued)

An aging analysis of past due financing receivables as of December 31 2017 and 2016 are as follows

	2017	2016
Current	\$ 11,677,000	\$ 13,534 000
30 – 60 days past due	546,000	1 394 000
61 – 90 days past due	126,000	525,000
Greater than 90 days	1,210,000	914,000
	<u>\$ 13,559,000</u>	<u>\$ 16 367 000</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 years ended December 31 2017 and 2016 and the Successor and Predecessor periods is as follows

	2017	2016	Successor Period	Predecessor Period
Balance at beginning of year	\$ 2,014,000	\$ 51 000	\$ -	\$ 2 408 000
Write-offs	(1,452,000)	(15 000)	(34 000)	(806 000)
Provisions	1,847,000	1 978 000	85 000	1 039 000
Balance at end of year	<u>\$ 2,409,000</u>	<u>\$ 2 014 000</u>	<u>\$ 51 000</u>	<u>\$ 2 641 000</u>

Note 4 Equipment and Leasehold Improvements

Equipment and leasehold improvements consist of the following as of December 31 2017 and 2016

	2017	2016
Equipment	\$ 3,203,000	\$ 2 504 000
Furniture and fixtures	842,000	618,000
Leasehold improvements	300,000	240 000
Internally developed software	811,000	723,000
Construction in progress	130,000	66,000
	<u>5,286,000</u>	<u>4 151,000</u>
Less accumulated depreciation	<u>2,677,000</u>	<u>1 467,000</u>
	<u>\$ 2,609,000</u>	<u>\$ 2 684 000</u>

Depreciation expense related to equipment and leasehold improvements was approximately \$1 246 000 \$1 264,000 \$224 000 and \$831 000 for the years ended December 31, 2017 and 2016 and for the Successor and Predecessor periods 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.

Notes to Consolidated Financial Statements

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

Outstanding borrowings bear interest at a rate equal to the prime rate plus 4.0% (8.5% as of December 31, 2017). 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. There were no outstanding borrowings under the line of credit as of December 31, 2017 and 2016. The line of credit expires in November 2020.

Long-term debt Long-term debt consists of the following as of December 31, 2017 and 2016:

	2017	2016
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)	\$ 21,720,000	\$ 23,750,000
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)	24,875,000	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)	181,000	294,000
	46,776,000	49,044,000
Less debt issuance costs	806,000	1,090,000
Less current maturities	2,585,000	1,084,000
	<u>\$ 43,385,000</u>	<u>\$ 46,870,000</u>

- (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, 2017, \$155,000 in prepayments were made for the excess cash flow. During 2017, the Company made an additional \$1,000,000 in voluntary prepayments. 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 minimum financial ratios.
- (b) Subordinated unsecured promissory note for the purchase of the assets of Cavalier Services, Inc. (Coverall of Oregon) as discussed further in Note 2.

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

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

The future maturities of long-term debt as of December 31 2017 are as follows

Year Ending December 31	Amount
2018	\$ 2 585 000
2019	1 092 000
2020	43 099 000
	<u>\$ 46 776 000</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 \$775 000 and accumulated depreciation of \$432 000 as of December 31 2017 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
2018	\$ 242 000
2019	117 000
Total minimum payments	359 000
Less amounts representing interest (ranging from 4.45% - 5.49%)	13 000
Present value of net minimum obligation	346 000
Less current obligation under capital lease	230 000
	<u>\$ 116 000</u>

Note 6 Income Taxes

Net deferred tax assets and liabilities consist of the following components as of December 31 2017 and 2016

	2017	2016
Deferred tax assets		
Net operating loss carryforwards	\$ 125,000	\$ 83 000
Equipment and leasehold improvements	64,000	202 000
Allowance for doubtful accounts	149,000	462 000
Self-insurance reserves	352,000	444 000
Other	436,000	575 000
Total deferred tax assets	1,126,000	1 766 000
Deferred tax liabilities		
Intangible assets	(10,791,000)	(17 417 000)
Accrued expenses	96,000	(113 000)
Total deferred tax liabilities	(10,695,000)	(17 530 000)
Net deferred tax liabilities	\$ (9,569,000)	\$ (15 764 000)

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

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 6 Income Taxes (Continued)

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 years ended December 31 2017 and 2016, and the Successor and Predecessor are as follows

	2017	2016	Successor Period	Predecessor Period
Current	\$ 1,489,000	\$ 495 000	\$ 8 000	\$ (1 844 000)
Deferred	(6,195,000)	(739 000)	177 000	(558 000)
Total expense (benefit) from income taxes	\$ (4,706,000)	\$ (244 000)	\$ 185 000	\$ (2,402,000)

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 December 2024

A summary of the future minimum lease payments excluding sales tax as of December 31 2017 for noncancelable leases with remaining terms of more than one year is as follows

Year Ending December 31,	Amount
2018	\$ 2 187,000
2019	1,859 000
2020	1,276 000
2021	858,000
2022	657,000
Thereafter	346 000
	<u>\$ 7,183 000</u>

Rent expense including sales tax under operating leases totaled approximately \$3 268 000 \$3 135 000 \$505 000 and \$2 589 000 for the years ended December 31 2017 and 2016 and for the Successor and Predecessor periods 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 2017 and 2016 was approximately \$1 364 000 and \$1 169 000 respectively

Litigation 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

Notes to Consolidated Financial Statements

Note 7 Commitments and Contingencies (Continued)

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 court granted the Company's motion to compel arbitration on April 17, 2017. The plaintiff has appealed to the federal appeals court, and also filed in Arbitration with the American Arbitration Association (AAA) on July 12, 2017. The AAA closed the arbitration in August 2017, when the plaintiff declined to deposit its portion of the AAA fees. The appeal of the trial court decision is pending. The Company 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.

On June 27, 2017, a franchisee filed a putative class action claiming the Company has violated various sections of the Fair Labor Standards Act, Georgia Industrial Loan Act, Georgia Payday Lending Act and Georgia Racketeer Influenced and Corrupt Organizations Act, seeking damages and injunctive relief. The trial court stayed the case pending mediation and arbitration. The matter was mediated in January 2018, but no resolution was reached. Management is unable to make an estimate on the amount or range of loss that could result from an unfavorable outcome on this matter.

Two franchisees of a Master Franchisee filed a putative class action suit on December 8, 2017, claiming that the Master and the Company violated various sections of the New Jersey Wage Payment Law, seeking certification of the putative class action, a declaration and finding that the Master and the Company have misclassified the franchisees as independent contractors under the New Jersey Wage Payment Law, compensatory damages, including all expenses owed, underpaid wages and deductions, liquidated damages, interest, costs and attorney's fees, and injunctive relief in the form of an Order directing the Master and the Company to comply with New Jersey law. The matter has been removed to federal court, and the Company and the Master have moved the matter be stayed pending mediation and arbitration. The Company 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.

A franchisee in California has filed an arbitration with AAA on February 6, 2018, claiming that the Company has violated various sections of the Private Attorney General Act, and the California Labor Code. The franchisee seeks: i) unreimbursed business expenses in violation of the California Labor Code; ii) unauthorized deductions in violation of the California Labor Code; and iii) damages based on the various California Labor Code violations. The franchisee also seeks all applicable penalties pursuant to the Private Attorney General Act, including: i) charging cleaning workers for their jobs and failure to reimburse them for all necessary expenditures; ii) failing to provide itemized wage statements in violation of the California Labor Code; iii) taking unauthorized deductions from its workers' pay in violation of the California Labor Code; iv) failing to pay all wages twice in each calendar month and paying them late in violation of the California Labor Code; and v) failing to maintain payroll records in violation of the California Labor Code. The Company 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.

CNA Holding Corporation and Subsidiaries

Notes to 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 years ended December 31, 2017 and 2016, and the Successor period, the Company incurred \$849,000, \$745,000 and \$105,000, respectively, in management and consulting fees which are included on the accompanying consolidated statement of operations in selling, general and administrative expenses.

During the Predecessor period, the Company incurred \$329,000 in management and consulting service fees to an entity related to the Company's former parent, Coverall Second Holding LLC, which 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.

Note 9 Intangible Assets

The gross carrying amount of the definite lived intangible assets and related accumulated amortization as of December 31, 2017, is summarized as follows:

	Weighted Average Useful Life (years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchisee relationships	12	\$ 44,992,000	\$ 8,436,000	\$ 36,556,000
Trademark	15	4,755,000	687,000	4,068,000
		<u>\$ 49,747,000</u>	<u>\$ 9,123,000</u>	<u>\$ 40,624,000</u>

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>

Amortization expense for the years ended December 31, 2017 and 2016, and for the Successor and Predecessor periods totaled \$4,224,000, \$5,340,000, \$710,000 and \$2,896,000, respectively.

During 2016, intangible assets decreased by \$798,000. The Company wrote-off \$1,152,000 of intangibles for the 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.

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 9 Intangible Assets (Continued)

Future expected amortization expense as of December 31 2017 is as follows

Year Ending December 31	Amount
2018	\$ 4 224 000
2019	4,224 000
2020	4 224 000
2021	4 224,000
2022	4,224 000
Thereafter	19,504 000
	<u>\$ 40 624,000</u>

Note 10 Equity Compensation

In April 2016 the Company's parent CNA Acquisition LLC adopted an equity incentive plan (2016 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. In the event of a change in control stock awarded under the 2016 Equity Incentive Plan will be deemed fully vested and exercised.

A summary of the profits interest units outstanding as of December 31 2017 are presented below

Outstanding at December 31 2015	-
Granted	3 578 264
Exercised	-
Forfeited or Cancelled	<u>(673 556)</u>
Outstanding at December 31 2016	2,904 708
Granted	1 368 160
Exercised	-
Forfeited or Cancelled	<u>(968 236)</u>
Outstanding at December 31 2017	<u>3 304 632</u>

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 \$487 000 and \$529 000 for all profits interests granted for the years ended December 31 2017 and 2016.

During the years ended December 31 2017 and 2016, 484 118 and 631 458 profits interest vested and compensation costs of approximately \$88 000 and \$129 000 were charged to operations respectively. There remains \$398 000 of unrecognized compensation as of December 31 2017 which is expected to be recognized over an average remaining period of 3.64 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.

CNA Holding Corporation and Subsidiaries

Notes to Consolidated Financial Statements

Note 11 Subsequent Event

On January 31 2018 Coverall North America purchased the stock of 4444 International Inc d/b/a Coverall of Central Florida for total consideration of \$1 700 000 consisting of \$1 400,000 of cash on hand and \$300 000 in notes payable with a maturity date of January 2021 issued to the former owners

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 Division in Charlotte, North Carolina
Divisional Director Operational Development	Kloppenburg	Stephen	From October 2017 to present, Mr Kloppenburg has served as CNA's Divisional Director, Operational Development in Deerfield Beach, Florida From April 2016 to October 2017, Mr Kloppenburg served as CNA's Divisional Director East Division in Tampa, Florida Mr Kloppenburg was CNA's General Manager in Tampa Florida from June 2011 to April 2016
Divisional Director, East Division 3	Visaggio	Tom	From April 2006 to present, Mr Visaggio has served as CNA's Divisional Director East Division in New Jersey and New York
Divisional Director, Operational Development	Wagner	Joshua	From October 2017 to present, Mr Wagner has served as CNA's Divisional Director, Operational Development in Milwaukee, Wisconsin From May 2014 to October 2017, Mr Wagner served as CNA's Divisional Director Central Division in Milwaukee, Wisconsin Mr Wagner was CNA's General Manager in Milwaukee, Wisconsin from April 2012 to May 2014

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	Business Development Manager	Harris	Michael	See description in Exhibit D 2
Atlanta	General Manager	Jordan	Eric	From May 2016 to present, Mr Jordan has served as CNA's General Manager in Norcorss, 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 Wyndhamn Vacation Ownership
Charlotte	Business Development Manager	Adkins	John	See description in Exhibit D 2
Chicago	Field Consultant	Marin	Hugo	From September 2017 to present, Mr Marin has served as CNA's Field Consultant in Downers Grove Illinois From May 2010 to September 2017, Mr Marin was a Sales Representative for AT&T Mobility in Oaklawn, 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

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
Cincinnati	General 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.
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	Craun	Charles "Danny"	From May 2013 to present, Mr. Craun has served as CNA's Business Development Manager in Columbus, Ohio. From May 2006 to April 2013, Mr. Craun was a Route Sales Manager for Ecolab in Cincinnati, Ohio.
Columbus	General 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	General Manager	Chapman	Gary	From April 2018 to present, Mr. Chapman has served as CNA's General Manager in Dayton, Ohio. From December 2014 to March 2018, Mr. Chapman has served as CNA's Business Development Manager in Cincinnati, Ohio. From November 2017 to present, Mr. Chapman has been a Barista at Starbucks in Cincinnati, Ohio. From January 2013 to December 2014, Mr. Chapman was an Insurance Agent for Christopher Wade Chapman Agency in Cincinnati, Ohio.
Detroit	Regional Administrative Assistant	Florence	Rosilyn	From February 2002 to present, Ms. Florence has served as CNA's Regional Administrative Assistant in Detroit, Michigan.

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	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
Detroit	Business Development Manager	Morse	Kevin	From April 2016 to present, Mr Morse has served as CNA's Business Development Manager in Novi, Michigan From July 2015 to April 2016, Mr Morse was an Account Manager for GCA in Troy, Michigan From December 2013 to July 2015, Mr Morse was a Sales Representative for Power Play Distributors in Woolbridge, Illinois From December 2012 to February 2013, Mr Morse was a Security Advisor for Defender Security in Indianapolis, Indiana
Fort Myers	General Manager	Browning	James "Keith"	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
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
Fresno	General Manager	Ortiz	Gilberto	From April 2017 to present, Mr Ortiz has served as CNA's General Manager in Fresno, California Mr Ortiz was Director of Client Relations for Ernest Packaging Solutions from April 2016 to October 2016 Mr Ortiz was District Manager for Aramark Uniform Services from July 2012 to April 2016 Mr Ortiz was General Manager for Schwans Home Services from March 2010 to July 2012

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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
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
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
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

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Support Center	Title	Last Name	First Name	Business Experience
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
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	Business Development Manager/Field Consultant	Araniva	Jose Alex	From April 2012 to present, Mr Araniva has served as CNA's Business Development Manager and Field Consultant in Garden City, New York
Long Island	Customer Service Representative	Espinal	Jackie	From April 2010 to present, Ms Espinal has served as CNA's Customer Service Representative in Garden City New York
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

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Support Center	Title	Last Name	First Name	Business Experience
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
Madison	Business Development Manager	Morales	Johanne	From November 2017 to present, Ms Morales has served as CNA's Business Development Manager in Madison, Wisconsin From June 2010 to October 2017 Ms Morales was the Owner and Operator of Bella Rose Photography & Design in San Diego, California
Milwaukee	Business Development Manager	Halaska	Michael	From June 2016 to present Mr Halaska has been Business Development Manager for CNA and he is currently the trainer for all courses taught in the initial Coverall Training Program Mr Halaska was previously in Inside Sales for United Rentals from March 2015 to July 2015 Mr Halaska was previously the Store Manager for Batteries PWS from August 2006 to July 2015
Milwaukee & Appleton	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

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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	General Manager	Thomas, Jr	Milton	From April 2017 to present, Mr Thomas has served as CNA's General Manager in Orange County, California Mr Thomas was General Manager for Airport Van Rental from August 2016 to April 2017 Mr Thomas was Branch Manager for Hertz Corporation from May 2011 to August 2016
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
Orlando	General Manager	Clayton	Edward	From April 2018 to present, Mr Clayton has served as CNA's General Manager in Maitland, Florida From February 2018 to March 2018, Mr Clayton was CNA's Business Development Manager in Maitland, Florida From September 2005 to January 2018, Mr Clayton was the Operations Manager for 4444 International, Inc , a Coverall service franchisee, in Maitland, Florida
Orlando	Field Consultant	Rodriguez	Carlos	From February 2018 to present, Mr Rodriguez has served as CNA's Field Consultant in Maitland, Florida From March 2008 to January 2018, Mr Rodriguez was a Field Consultant for 4444 International, Inc , a Coverall service franchisee, in Maitland, Florida
Palm Beach	General Manager	Alvarado	Victor	From August 2017 to present, Mr Alvarado has served as CNA's General Manager in Palm Beach, Florida From August 2016 to August 2017 Mr Alvarado was CNA's Business Development Manager in Tampa, Florida From June 2010 to March 2016, Mr Alvarado owned and operated an independently owned Coverall® franchised commercial cleaning business in Connecticut

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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	Field Consultant	Rosario	Yvette	From July 2017 to present, Ms Rosario has served as CNA's Field Consultant and previously as Administrative Assistant from October 2015 to July 2017 in Philadelphia, Pennsylvania Ms Rosario was a Ticket Agent for Edens Corp from October 2012 to December 2014 in Philadelphia, Pennsylvania Ms Rosario was a part of Accounts Payable for Procacci Brother Sales Corp from October 2007 to November 2011 in Philadelphia, Pennsylvania
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
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

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Support Center	Title	Last Name	First Name	Business Experience
Pittsburgh	Business Development Manager	Wiegel	Gene	From January 2013 to present, Mr Wiegel has served as CNA's Business Development Manager in Pittsburgh, Pennsylvania
Richmond	Business Development Manager	Moore	Roderick	From October 2017 to present, Mr Moore has served as CNA's Business Development Manager in Richmond, Virginia From October 1996 to September 2017, Mr Moore was the Director of Operations for Southeast Services Corp in Richmond, Virginia
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
Sacramento	Regional Administrative Assistant	Crisostomo	Ivett	From August 2016 to present, Ms Crisotomo has served as CNA's Regional Administrative Assistant in Elk Grove, California From August 2013 to August 2016, Ms Crisostomo was a Customer Service Representative for CLC, Inc , in Roseville, California From August 2008 to August 2013, Ms Crisistomo was an Independent Promotor for Empresas Villa, Inc , in Ventura County, California
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 Bernardino	General Manager	Harris	Tiffany	From April 2017 to present, Ms Harris has served as CNA's General Manager in San Bernardino, California Ms Harris was an Insurance Broker for Steele Insurance from June 2016 to April 2017 Ms Harris was General Manager for LA Fitness from January 2015 to June 2017 Ms Harris was General Manager for 24 Hour Fitness from January 2007 to October 2014

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Support Center	Title	Last Name	First Name	Business Experience
San Diego	Sales 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 was Regional Sales Manager for Blockbuster, LLC in Southern California from July 2000 to July 2013
San Diego	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
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	Quintero	Nelson	From March 2018 to present, Mr Quintero has served as CNA's General Manager in Pembroke Pines, Florida From March 2017 to March 2018, Mr Quintero served as CNA's Field Consultant in Pembroke Pines, Florida Mr Quintero was an Account Executive for DS Services from January 2016 to March 2017 in Fort Lauderdale, Florida From 2013 to 2015, Mr Quintero was an Area Manager for Sigue Corporation in Sylmar, California From 2009-2012, Mr Quintero was a Sales Manager for Roto Rooter, in Deerfield Beach, Florida
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

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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
Ventura	General Manager	Lugo	Gabriel	From October 2017 to present, Mr Lugo has served as CNA's General Manager in Ventura, California From December 2016 to April 2017, Mr Lugo served as General Manager for Coast to Coast Restoration in Sun Valley, California From March 2016 to December 2016, Mr Lugo served as General Manager for Response Team 1 in Sylmar, California From January 2014 to March 2016 Mr Lugo served as Director of Operations for 911 Restoration in Van Nuys, California From January 2012 to January 2014, Mr Lugo served as Director of Operation and Business for ServiceMaster by S & S in Santa Clarita, California
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
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
National Franchise Training Manager	Harris	Ronnie	Ronnie Harris has over 24 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 National Franchise Training 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
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
Atlanta	Business Development Manager	Harris	Michael	Michael Harris has over 15 years of experience in corporate training In his 3 ½ year tenure with CNA, he has been a Lead Generations Sales Associate, Field Consultant, and Interim Franchise Development Trainer in the Atlanta Support Center since 2014, then Business Development Manager since October 2017 He is currently CNA's Business Development Manager and trainer for all courses taught in the initial Coverall Training Program for the Atlanta Support Center From August 2014 to present, Mr Harris has served as CNA Business Development Manager in Norcross, Georgia From December 2013 to April 2014, Mr Harris was an Insurance Agent with Bankers Life & Casualty in Duluth, Georgia From July 2001 to September 2013, Mr Harris was a Client Services Manager for Ernest Communications in Norcross, Georgia
Charlotte	Business Development Manager	Adkins	John	Johnny Adkins has been in the commercial cleaning industry for over 30 years He is certified in carpet cleaning, floors, and team cleaning He has worked for supply distributors and manufacturers and has been a trainer for processes and procedures as well as products He has been with CNA since October 2017 as the trainer for all courses taught in the initial Coverall Training Program in our Charlotte Support Center
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	Blair	John	John Blair has more than 15 years of experience in sales, mentoring, public speaking, and classroom style training From May 2015 to March 2018, Mr Blair was CNA's Field Consultant in Cincinnati, Ohio providing support and training, both in the field and classroom settings, for CNA's franchised business owners From March 2018 to present, Mr Blair is currently the Business Development Manager for CNA' 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
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 1995to 2009 as Sr Manager, and as General Manager as of 2003 Mr Rager also worked for Janco Industries from 1989 to 1995 Mr Rager is currently CNA's Business Development Manager and trainer for all courses taught in the initial Coverall Training Program
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	Chapman	Gary	See description on Exhibit D 1
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

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Support Center	Title	Last Name	First Name	Business Experience
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
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	General Manager	Unruh	Peggy	See description on Exhibit D 1

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Support Center	Title	Last Name	First Name	Business Experience
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
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 Octboer 2008 to December 2014
Madison	Business Development Manager	Morales	Johanne	Johanne Morales has 6 years of experience in training, training program development, and developing and instituting training programs for beginning sales positions through management professionals Mrs Morales developed her knowledge of cleaning systems and chemical specifications while working as an Environmental Engineering Director within the health care industry Most recently Mrs Morales has been an independent business owner in the photography and marketing industry This diverse knowledge and experience contribute to her current position as Business Development Manager and trainer for courses taught in the initial Coverall Training Program for the Madison Support Center in Madison, Wisconsin

EXHIBIT D 2
BUSINESS EXPERIENCE OF DIVISIONAL BUSINESS DEVELOPMENT 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 and MFS locations remain the same as initially indicated in each entry

Support Center	Title	Last Name	First Name	Business Experience
Madison	General Manager	Seavert	Jeffrey	See description on Exhibit D 1
Madison & 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
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	Thomas	Milton	See description on Exhibit D 1
Orange County	General Manager	Tanksley	Sandra	See description on Exhibit D 1
Orange County	Business Development Manager	Felix	Gema	See description above

EXHIBIT D 2
BUSINESS EXPERIENCE OF DIVISIONAL BUSINESS DEVELOPMENT 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 and MFS locations remain the same as initially indicated in each entry

Support Center	Title	Last Name	First Name	Business Experience
Orlando	General Manager	Clayton	Edward	See description on Exhibit D 1
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	La Disa	Christopher	Christopher La Disa has over 20 years experience in Training, Sales, Customer Service and Video Production Mr La Disa previously worked for Weiss Research as an Inbound Sales Consultant from April 2007 to January 2013 in Jupiter, Florida Throughout his career, he has been responsible for developing and implementing new training concepts in the telecom, sales, and janitorial industries Mr La Disa has worked for CNA as an Inboud Sales Representative and Field Consultant from June 2013 to October 2017 in West Palm Beach, Florida Mr La Disa is currently the Business Development Manager and trainer for all courses taught in the Initial Coverall Training Program in our Palm Beach Support Center
Philadelphia	Business Development Manager	Ecret	Terry	Terry Ecret has over 10 years of training and management experience in the commercial cleaning industry Mr Ecret is currently CNA's Business Development Manager and trainer for all courses taught in the initial Coverall Training Program in our Philadelphia Support Center since October 2017
Philadelphia	Field Consultant	Rosario	Yvette	See description on Exhibit D 1

EXHIBIT D 2
BUSINESS EXPERIENCE OF DIVISIONAL BUSINESS DEVELOPMENT MANAGERS

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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
Richmond	Business Development Manager	Moore	Roderick	Roderick Moore has over 30 years' experience training commercial cleaning Business Owners while working in the Facility Management Industry, that also sold commercial janitorial equipment and supplies Mr Moore has been Regional Business Development Manager for CNA since October 2017, and he is currently the trainer for all courses taught in the initial Coverall Training Program (Core 4) for the Richmond, Virginia Support Center
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	General Manager	Summa	Marcus	See description on Exhibit D 1

EXHIBIT D 2
BUSINESS EXPERIENCE OF DIVISIONAL BUSINESS DEVELOPMENT 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 and MFS locations remain the same as initially indicated in each entry

Support Center	Title	Last Name	First Name	Business Experience
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
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
Tampa	Field Consultant	Tavarez	Samuel	Samuel Tavarez is CNA's Business Development Manager in our Tampa Support Center and trainer for all courses taught in the initial Coverall Training Program since October 2017 Mr Tavarez was formerly a Field Consultant for CNA's Tampa Support Center from February 2017 to September 2017 Mr Tavarez has over 20 years of experience as an Operations Manager and Trainer Mr Tavarez retired from the United States Marine Corps in 2015 where he provided training, leadership and management to deployed U S troops After serving our country Mr Tavarez managed logistics operations for several companies such as Fleetgistics, Inc from June 2011 to June 2015 in Tampa, Florida
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	Felix	Gema	See description above

EXHIBIT D 2
BUSINESS EXPERIENCE OF DIVISIONAL BUSINESS DEVELOPMENT 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 and MFS locations remain the same as initially indicated in each entry

Support Center	Title	Last Name	First Name	Business Experience
Ventura	General Manager	Tanksley	Sandra	See description on Exhibit D 1
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
Washington D C	Business Development Manager	Maddox	Ronald	Ronald has over 10 years' experience of training within the commercial, medical, and school industry while working with industrial chemicals Ronald has over 14 years of experience in commercial cleaning with the majority of that time specializing in floor care Ronald has been with CNA since November 2017 and is currently the Business Development Manager and trainer for courses taught in the Washington, D C , Support Center for Coverall's Training Program
Washington D C	General Manager	Taminez	Ivan	See description on Exhibit D 1

COVERALL NORTH AMERICA INC AND MELTON FRANCHISE SYSTEMS, INC ¹ REGIONAL SUPPORT CENTERS AS OF ISSUANCE DATE MARCH 30, 2018				
REGIONAL SUPPORT CENTER	ADDRESS	CITY	STATE	ZIP CODE
Coverall of Sacramento	3117 Dwight Road Suite 100	Elk Grove	CA	95758
Coverall of Fresno ¹	2350 W Shaw Avenue Suite 110	Fresno	CA	93711
Coverall of Orange County	625 The City Drive S Suite 110	Orange	CA	92868
Coverall of Los Angeles ¹	2923 Bradley Street Suite 110	Pasadena	CA	91107
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 of San Francisco ¹	32970 Alvarado-Niles Road Suite 744	Union City	CA	94587
Coverall of Ventura ¹	4820 McGrath Street, Suite 100B	Ventura	CA	93003
Coverall of Southwest Florida	6310 Techster Blvd Suite 7 & 8	Fort Myers	FL	33966
Coverall of Orlando	601 South Lake Destiny Road Suite 165	Maitland	FL	32751
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	4532 W Napoleon Avenue Suite 103	Metairie	LA	70001
Coverall of Washington D C	11900 Bournefield Way Suite 110	Silver Spring	MD	20904
Coverall of Detroit	26800 Meadowbrook Rd Suite 100	Novi	MI	48377
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	68124
Coverall of New Hampshire	1050 Wall Street West Suite 220	Lyndhurst	NJ	07071
Coverall of Northern New Jersey	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 Dayton	3306 Encrete Lane	Moraine	OH	45439
Coverall of Cleveland	9800 Rockside Road Suite 700	Valley View	OH	44125
Coverall of Columbus	771 Brooksedge Plaza Drive	Westerville	OH	43081
Coverall of Oregon	9600 S W Nimbus Avenue Building 13	Beaverton	OR	97008
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	6961 Brookhollow West Drive Suite 130	Houston	TX	77040
Coverall of Utah ¹	7367 South Creek Road	Sandy	UT	84093
Coverall of Richmond	3850 Gaskins Road Suite 250	Richmond	VA	23233
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, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
CALIFORNIA - SAN DIEGO SUPPORT CENTER						
1	100-F1245	Lucia DeSales	1270 Buena Vista Way	CARLSBAD	CA	92008 (760) 504-1724
2	100-575	Aljerika Corporation	1398 Brookside Place	CHULA VISTA	CA	91913 (619) 710-4341
3	100-1409	Brandons Cleaning Services LLC	1424 Broadway Sp 5	CHULA VISTA	CA	91911 (619) 862-7427
4	100-F499	Damian LLC	1977 Geyserville Street	CHULA VISTA	CA	91913 (619) 397-5340
5	100-F987A	Extreme Carpet Care Services LLC	1540 Connoley Ave	Chula Vista	CA	91911 (619) 250-1244
6	100-1404	F A Cleaning Services, Inc	1585 Mendocino Drive #20	CHULA VISTA	CA	91911 (619) 622-8047
7	100-1311	Gabriela Manriquez	696 Colorado Ave	CHULA VISTA	CA	91910 (619) 805-9538
8	100-1408	Imperial Cleaning LLC	1765 Rios Avenue Unit B	CHULA VISTA	CA	91911 (619) 410-2746
9	100-1396	J & J Services and Investments Inc	983 Camino del Sol	CHULA VISTA	CA	91910 (619) 587-6112
10	100-1412	J & S Cleaning LLC	121 Orange Avenue #99	CHULA VISTA	CA	91911 (619) 386-5934
11	100-1376	JSIJ Santiago LLC	1820 Meeks Bay Drive	CHULA VISTA	CA	91913 (619) 565-5073
12	100-F1283	Malu Coronado Lacanilao	1959 Bucknell Street	Chula Vista	CA	91913 (619) 995-5852
13	100-F1013A	Martin Contreras	1440 Second Ave # 13	CHULA VISTA	CA	91911 (619) 623-6752
14	100-1414	Milhuer Inc dba Viridiana's Janitorial Cleaning Service	825 E Palomar St #605	CHULA VISTA	CA	91911 (619) 302-9553
15	100-F1214	Olivia Elis	P O BOX 212966	CHULA VISTA	CA	91921 (619) 954-3598
16	100-1385	Romero's Janitorial Services LLC	285 Rancho Drive Unit D	CHULA VISTA	CA	91911 (619) 779-3883
17	100-T1192	Maria E Duran	1250 Barrett Lake Road #D3	DULZURA	CA	91917 (619) 729-2470
18	100-1338	Henry Orband	1145 Greenfield Suite B	EL CAJON	CA	92021 (619) 562-2900
19	100-F524TA	Rosalie Llanes	1642 Pepper Dr	El Cajon	CA	92021 (619) 504-0494
20	100-F1163	Arnulfo Aguilar	1120 N Escondido Blvd Apt M205	ESCONDIDO	CA	92026 (760) 580-9488
21	100-F1282	Burnish and Shine Cleaning, Inc	449 El Monte Place	ESCONDIDO	CA	92027 (760) 270-8105
22	100-T1055	Bonifacio Garcia T	P O BOX 2224	FALLBROOK	CA	92088 (760) 803-4158
23	100-1363	EK Consulting and Management Systems, LLC	270 Pippin Drive	FALLBROOK	CA	92028 (760) 500-7195
24	100-1322	Veronica Macias	127 Blue Bird Park Road	FALLBROOK	CA	92028 (760) 458-2172
25	100-F1151	Deon McLaine	P O Box 673	IMPERIAL BEACH	CA	91933 (619) 852-2189
26	100-1345	Kelly Sam dba Kelly & Dan Cleaning Solutions	581 Florida St Apt F	IMPERIAL BEACH	CA	91932 (619) 370-3347
27	100-1312	Lynda L Giedd dba Mollies Cleaning	15724 Lyons Valley Road, SPC 24	JAMUL	CA	91935 (619) 917-7998
28	100-F1154	Gerardo Catalan	4733 70th Street	LA MESA	CA	91942 (619) 804-1123
29	100-F960	Frank & April Bellino	28519 Tulita Lane	Menifee	CA	92584 (909) 244-9303

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems, Inc Support Center

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
30	100-F317	Victor Gonzalez	29273 Via Espada	Murrieta	CA	92563 (619) 666-6181
31	100-F920	Conrado Biocarles	2531 East 2nd Street	National City	CA	91950 (619) 245-9516
32	100-T1297	Leticia R Venegas	507 Honeysuckle Lane	NATIONAL CITY	CA	91950 (619) 470-7911
33	100-1310	Ofelia Lopez	1403 E 5th Street	NATIONAL CITY	CA	91950 (619) 674-8441
34	100-F1286	Action Cleaning Services Inc	3464 Los Mochis Way	Oceanside	CA	92056 (760) 806-6508
35	100-F1176	Adolfina Eckman	3472 Thunder Drive	Oceanside	CA	92056 (760) 696-5204
36	100-F1220	Albert L Siqueiros	4580 Calle Del Palo	Oceanside	CA	92057 (760) 757-4392
37	100-1324	Araceli Perez Navarro	616 Flora Drive	OCEANSIDE	CA	92058 (760) 710-9605
38	100-F1084	Nida Poorbaugh	1311 Brooke Crest Lane	OCEANSIDE	CA	92028 (760) 707-4556
39	100-F1291	Rosario O Duldulao	117 Lynn Street	OCEANSIDE	CA	92058 (760) 978-8899
40	100-F1266	Tanga L Tate	5009 Tyler Street	OCEANSIDE	CA	92057 (760) 295-2417
41	100-1395	Wild Thistle Enterprises, LLC	3602 Kings Avenue	OCEANSIDE	CA	92056 (760) 207-4947
42	100-1342	K&F Cleaning Services, Inc	16619 Wikiup Road	RAMONA	CA	92065 (619) 277-3567
43	100-F550	Arbelaez, Inc	3455 Kearny Villa Rd #420	SAN DIEGO	CA	92123 (619) 948-3440
44	100-F1153	Carlos Cruz	4170 52nd Street Apt 9	SAN DIEGO	CA	92105 (619) 508-1228
45	100-1369	Christopher S Trajano dba C-Pro Cleaners	9111 Hadley Place	SAN DIEGO	CA	92126 (442) 888-2584
46	100-1387	Clean Business Cleaning Services LLC	11304 Vista Sorrento Pkwy	SAN DIEGO	CA	92130 (760) 815-7756
47	100-1407	Commercial Cleaning Solutions, LLC	5079 Cimarron Way	SAN DIEGO	CA	92154 (619) 735-0320
48	100-F1188	Coral Professional Cleaning Services, Inc	P O Box 5589	SAN DIEGO	CA	92165 (619) 247-0322
49	100-1364	D & B Cleaning Services	608 Vista San Rafael	SAN DIEGO	CA	92154 (619) 850-3783
50	100-F1130	Danny Magsalin	8459 Westmore Road #61	San Diego	CA	92126 (858) 366-3194
51	100-F1205	Daryl Howard	5628 Zircon Street	San Diego	CA	92114 (619) 674-0155
52	100-F234	Day & Night Services, Inc	7564 Northrup Drive	San Diego	CA	92126 (858) 693-3644
53	100-F1299	Denise Cruz	4237 Estrella Avenue	SAN DIEGO	CA	92115 (619) 997-9404
54	100-F966	Deo Soriano	8454 Aries Road	SAN DIEGO	CA	92126 (858) 883-1333
55	100-F359	Dominique Huwaert dba Huwaert Janitorial Service	2775 Luna Avenue	San Diego	CA	92117 (858) 270-7683
56	100-F1296	Donna Ross	922 63rd Street	SAN DIEGO	CA	92114 (619) 955-9784
57	100-F1195	Ernesto Cabrerros	7726 Dry Creek Place	SAN DIEGO	CA	92114 (619) 644-1363
58	100-F565	Felipe Narvaez	3013 Village Pine Drive Unit A	SAN DIEGO	CA	92173 (619) 656-7549
59	100-1351	Fredy Guarin Deguzman dba Amazing Cleaning Services	10216 Kamwood Court	SAN DIEGO	CA	92126 (619) 708-5289

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
60 100-1325	Gabriel Mendoza Gutierrez	859 W San Ysidro Blvd Apt 13	SAN DIEGO	CA	92173	(619) 576-0850
61 100-F1197	Gerlie Naval	12755 Amaranth Street	SAN DIEGO	CA	92129	(858) 577-0540
62 100-F928	Gilberto Gutierrez	3860 46th Street	SAN DIEGO	CA	92105	(619) 844-9561
63 100-F1041A	Gloria Aguilar	8687 Frobisher Street	SAN DIEGO	CA	92126	(858) 254-8730
64 100-F1207	Guadalupe Perez	6781 Madrone Avenue	San Diego	CA	92114	(619) 263-5213
65 100-1340	H&N Cleaning Services	1305 Moraea Street	SAN DIEGO	CA	92114	(619) 694-8557
66 100-1375	Harris Company LLC	8717 Longwood Street	SAN DIEGO	CA	92126	(858) 216-5778
67 100-F1177	Hermelinda Arroyo de Aguilar	2498 Roll Drive Box 1153	San Diego	CA	92154	(619) 666-9061
68 100-F1261	Imelda S Jaime	10156 Baroness Avenue	San Diego	CA	92126	(858) 566-6386
69 100-F927	Irma Lopez	P O Box 84077	SAN DIEGO	CA	92138	(619) 840-4698
70 100-1360	Jarrod V Dulay dba J6 Cleaning Services	7171 Lisbon Street	SAN DIEGO	CA	92114	(619) 262-4376
71 100-F1022A	Jonathan Patterson	2233 Ulric Street Apt 6	SAN DIEGO	CA	92111	(619) 851-7868
72 100-F1103	Jose Betancourt	P O BOX 33541	SAN DIEGO	CA	92163	(619) 683-3706
73 100-F1091	Juan J Borbon	P O Box 5141	SAN DIEGO	CA	92165	(619) 742-1236
74 100-F346T	Laura Tapia	3737 Merrimac Avenue	SAN DIEGO	CA	92117	(858) 270-5409
75 100-1382	Lazos Janitorial Cleaning LLC	5850 Grewia Street	SAN DIEGO	CA	92114	(619) 434-4117
76 100-1411	Luviano Cleaning Solutions LLC	649 Cotton Street	SAN DIEGO	CA	92102	(619) 831-5409
77 100-F1230	Mae & Earls Selectives Inc	P O Box 83641-3641	SAN DIEGO	CA	92138	(800) 545-4050
78 100-F1116	Manuel G De Guzman	7635 Norcanyon Way	San Diego	CA	92126	(858) 414-7501
79 100-F1072	Maria Perez	6138 Madeline Street	San Diego	CA	92115	(619) 287-2640
80 100-F1087	Martina Betancourt	6540 Akins Avenue	San Diego	CA	92114	(619) 255-1650
81 100-F903	Martinezs Cleaning Company	4561 Hawley Blvd #7	San Diego	CA	92116	(619) 454-2850
82 100-F1110	Melchor Florentino	12059 Alta Carmel Ct #167	San Diego	CA	92128	(858) 485-9321
83 100-F1113	Mentamer Woldmarlam	4833 Mahogany Vista Lane	SAN DIEGO	CA	92102	(619) 263-5388
84 100-1343	Milos Belcevich dba Bella's Cleaning service	2606 Bellezza Drive	SAN DIEGO	CA	92108	(619) 788-1502
85 100-F943	Mitchell s Building Maintenance	11313 Avenida De Los Lobas Unit H	SAN DIEGO	CA	92127	(858) 717-5020
86 100-1373	Mr Carrillo's General Cleaning, Inc	5705 Bates Street #95	SAN DIEGO	CA	92115	(619) 616-4116
87 100-F1262	Myrna Florenciano	10965 Westonhill Drive	San Diego	CA	92126	(858) 689-9109
88 100-F529	NC Quality Cleaning Services Inc	8635 Summerdale Road	San Diego	CA	92126	(858) 578-6566
89 100-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, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
90 100-1368	Olga E Nunez dba Mario's Services Cleaning	2005 Manzana Way	SAN DIEGO	CA	92139	(619) 379-3695
91 100-F1058	Phillip Kelley	4115 Cherokee Ave Unit 1	SAN DIEGO	CA	92104	(619) 624-9944
92 100-F593	Raintree Concepts Corp	9032 Libra Drive	San Diego	CA	92126	(858) 536-1441
93 100-1405	San Diego Respectable Cleaning Services LLC	4985 Logan Avenue Apt 1	SAN DIEGO	CA	92113	(949) 510-6403
94 100-F1209	Santiago Zuniga	751 49th St	San Diego	CA	92102	(619) 382-5902
95 100-1402	Sector 7 LLC	4770 Home Ave #118	SAN DIEGO	CA	92105	(619) 279-9843
96 100-F548	Thompson Building Maintenance Services Inc	6387 Lake Alturas Ave	SAN DIEGO	CA	92119	(619) 818-3498
97 100-1388	Top Notch Cleaning Services LLC	2683 "J" Street	SAN DIEGO	CA	92102	(619) 822-6836
98 100-F1044	Ursula B Rivera	7561 Goode Street	San Diego	CA	92139	(619) 479-8407
99 100-1394	Vivi's Cleaning Service LLC	9546 Carroll Canyon Road #131	SAN DIEGO	CA	92126	(619) 715-5932
100 100-1403	Welldone Cleaning Service LLC	2162 San Diego Avenue	SAN DIEGO	CA	92110	(775) 240-2806
101 100-1410	Business Cleaning Solutions LLC	567 Carrie Circle	SAN MARCOS	CA	92069	(760) 450-7332
102 100-1392	Ruiz & Company Cleaning Service, Inc	1560 Indian Summer Road	SAN MARCOS	CA	92069	(760) 917-3269
103 100-F530	Manny s Industrial Cleaning Co LLC	3283 Tequila Way	SAN YSIDRO	CA	92173	(619) 494-7890
104 100-F957	RS Janitorial Service	3163 Positos Way	SAN YSIDRO	CA	92173	(619) 690-1369
105 100-1397	Angel Wings Cleaning LLC	9625 Mission Gorge Rd #B2-211	SANTEE	CA	92071	(619) 715-4104
106 100-1391	Day & Night Cleaning Service LLC	8900 Tyler Sreet	SPRING VALLEY	CA	91977	(619) 403-2894
107 100-F1007A	Michael Smith	2320 Eleta Place	Spring Valley	CA	91977	(619) 550-9182
108 100-F1111	Quirino M Aspili Jr	845 Saint George Place	Spring Valley	CA	91977	(619) 788-7050
109 100-F297	Lowell E Kent Jr	838 Plumosa Avenue	Vista	CA	92081	(760) 535-8141
110 100-F1159	Margarita Aguilar	865 Vale View Drive	Vista	CA	92081	(760) 630-6892
111 100-1346	Montiel Janitor Service	1549 Northcrest Lane	VISTA	CA	92083	(760) 576-1752
112 100-F805T	Roberto Espino Rosas	1315 Dorsey Way	VISTA	CA	92083	(760) 978-4125
CALIFORNIA - SACRAMENTO SUPPORT CENTER						
1 110-F547	Eduardo Gomez	4237 E Calimyrna Rd	ACAMPO	CA	95220	(209) 663-3103
2 110-1135	Alex Vasquez dba AV Building Services	8441 Helsinki Way	ANTELOPE	CA	95843	(916) 726-0349
3 110-F167	All Solutions Cleaning, Inc	8389 Zachis Way	ANTELOPE	CA	95843	(916) 420-3799
4 110-1221	Dirtbusters Janitorial LLC	8261 Prior Way	ANTELOPE	CA	95843	(415) 713-4661

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc Support Center

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
5 110-1236	NK Industry LLC	5316 Beckworth Way	ANTELOPE	CA	95843	(916) 367-8423
6 110-1126	A L F A Group	3933 Rickman Way	CERES	CA	95307	(209) 918-9612
7 110-1155	Cantu Enterprize LLC	3200 Crownview Drive	CERES	CA	95307	(209) 968-0086
8 110-1148	Moua Xiong dba North Xiong Cleaning	1153 Oakdale	CHICO	CA	95928	(530) 566-3230
9 110-398	Sandra Muschetto	6733 Sunrise Blvd	CITRUS HEIGHTS	CA	95621	(916) 504-1920
10 110-1184	Santamaria's Cleaning Services LLC	3245 South 99 West Highway	CORNING	CA	96021	(209) 640-7137
11 110-1204	Gonzalez Cleaning Crew LLC	3030 5th Apt 113	DAVIS	CA	95618	(530) 908-0195
12 110-T525	Birend Prasad	9960 Nestling Circle	ELK GROVE	CA	95757	(916) 743-1388
13 110-1177	Greene Cleaning Services LLC	5217 Lake Pleasant Dr	ELK GROVE	CA	95758	(916) 597-7887
14 110-1214	PJ Cleaners LLC	9737 Ashstone Way	ELK GROVE	CA	95624	(916) 690-9514
15 110-F336	Sam De Haro	6020 Deepdale Way	ELK GROVE	CA	95758	(916) 201-4941
16 110-1164	Virk's Janitorial Services LLC	8625 Lilypad Court	ELK GROVE	CA	95624	(916) 719-6611
17 110-1208	DJMF Cleaning Services LLC	4974 Hillhurts Drive	FAIR OAKS	CA	95628	(916) 878-9606
18 110-463	High Quality Janitorial Service LLC	2066 Bluebird Way	FAIRFIELD	CA	94533	(707) 384-5520
19 110-T596	Lawrence Lofton	1227 Mallard Court	FAIRFIELD	CA	94533	(707) 384-5658
20 110-1245	Liberty Janitorial LLC	1025 Eisenhower St	FAIRFIELD	CA	94533	(707) 419-2900
21 125-932	Lucy Bettencourt	20465 Opal Ct	HILMAR	CA	95324	(209) 632-6985
22 110-1145	Alfonso Nunez dba A & J Cleaning Service	152 J Street	LATHROP	CA	95330	(209) 302-2199
23 110-1175	Ferdie's Cleaning Services LLC	708 Pioneer Avenue	LATHROP	CA	95330	(209) 982-9454
24 125-849T	Jose Cruz Nunez	152 J Street	LATHROP	CA	95330	(209) 402-5716
25 110-1222	PST Dream Clean Janitorial LLC	1302 Hillwood Loop	LINCOLN	CA	95648	(916) 914-3165
26 110-1140	Tom Lee Waggerman dba Tom's Pro Clean	10284 Livingston Cressey Road	LIVINGSTON	CA	95334	(209) 355-8576
27 125-F950	Penny E Schwanker	213 Michigan Avenue #A	MANTECA	CA	95337	(209) 263-8165
28 110-F517	Cha Thao & Lou Vang	2074 Stone Wood Loop	MARYSVILLE	CA	95901	(530) 749-0214
29 110-T615	Cheng Her	5578 Meadow Brook Way	MARYSVILLE	CA	95901	(530) 301-5885
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	(209) 658-1527
32 125-F994	Carlos Alfonso	2200 Standiford Ave Apt 251	MODESTO	CA	95350	(209) 225-7353
33 110-1207	CMC Cleaning Services LLC	2200 Standiford Ave #251	MODESTO	CA	95350	(209) 225-7353
34 125-843	Elvira Villalobos	405 Fortuna Avenue	Modesto	CA	95354	(209) 549-2647
35 125-F342	Janitorial Experts Corporation	P O Box 3637	Modesto	CA	95352	(209) 614-7714
36 125-927	Maria De Campos	821 Latimer Ave Space 4	MODESTO	CA	95351	(209) 622-7383
37 110-1102	Maria Ramirez	1726 Denver St	MODESTO	CA	95358	(209) 996-3332

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc Support Center

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OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
38 125-846	Moises Alania	2025 W Rumble Road	MODESTO	CA	95350	(209) 204-4574
39 110-1123	Simon Kimbangu Mantuidi dba Dream It	1427 Tully Road Unit 4	MODESTO	CA	95350	(209) 613-9160
40 125-841	Usha Lal	1700 Cashmere Drive	MODESTO	CA	95355	(209) 402-7645
41 110-1235	Velasquez Cleaning Logistics LLC	2200 Standiford Ave Apt 245	MODESTO	CA	95350	(209) 996-5224
42 110-1226	SDA Janitorial Services LLC	4844 Jackson St	NORTH HIGHLANDS	CA	95660	(916) 628-1366
43 110-1181	RK Cleaning Masters LLC	11433 Pioneer Avenue	OAKDALE	CA	95361	(209) 681-1247
44 110-1168	Eugene Commercial Cleaning LLC	1753 Griego Ave	OLIVEHURST	CA	95961	(530) 844-6732
45 110-1218	FUSZ Janitorial LLC	1765 Dukes Ct	OLIVEHURST	CA	95961	(530) 441-8529
46 110-284T	Outhaya Xiong	1097 Jewelflower Street	OLIVEHURST	CA	95961	(530) 329-2775
47 110-428	Thelma Reyes-Barragan	P O Box 573	ORANGEVALE	CA	95662	(916) 514-0085
48 110-1120	Yia Yang dba YY Janitorial Cleaning Service	5706 Lower Wyandotte Road	OROVILLE	CA	95966	(530) 774-4953
49 110-1201	Charlie Clean LLC	469 N Marengo Ave	PASADENA	CA	91101	(424) 386-6367
50 110-1244	Delgado's Cleaning Services LLC	1038 Curfew Court	PATTERSON	CA	95363	(209) 648-3653
51 110-1185	Diaz Janitorial Services LLC	6111 Marysville Blvd	RIO LINDA	CA	95673	(916) 583-0797
52 110-1247	Sunrise Cleaning LLC	1146 O Street	RIO LINDA	CA	95673	(916) 868-9403
53 110-1206	A1C Cleaning System LLC	101 Pottiger Court	ROSEVILLE	CA	95747	(916) 778-7211
54 110-F606	Hector R Rodriguez	1144 Conroy Lane #R	ROSEVILLE	CA	95661	(916) 868-2620
55 110-1142	A & A Janitorial	4571 Summit Way	SACRAMENTO	CA	95820	(916) 949-0458
56 110-1180	A&A Cleaning Services LLC	7896 Crescentdale Way	SACRAMENTO	CA	95823	(916) 942-9685
57 110-1161	A1 Janitorial Services LLC	2682 Kalamer Street	SACRAMENTO	CA	95835	(408) 666-7650
58 110-464	Aaron Vang	7629 Lindale Dr	SACRAMENTO	CA	95828	(916) 670-8215
59 110-1199	AD Cleaning Services LLC	5010 Yvonne Way	SACRAMENTO	CA	95823	(916) 524-7076
60 110-468	Aimul Nisha	5340 Mapleton Way	SACRAMENTO	CA	95823	(916) 396-7564
61 110-1241	Anna Cleaning Services LLC	4209 Leafmont Way	SACRAMENTO	CA	95826	(916) 595-1983
62 110-426	Ashween Cleaning Services, LLC	9149 Lucchesi Drive	SACRAMENTO	CA	95829	(916) 471-9844
63 110-1115	B&L Chang Services	7777 Dixie Lou Street	SACRAMENTO	CA	95832	(916) 212-8121
64 110-F550	Best Choice Cleaning Solution, Inc	708 Naruth Way	SACRAMENTO	CA	95838	(916) 893-2178
65 110-1158	Beto and Mari's Cleaning Services, LLC	6025 Dias Avenue Space 194	SACRAMENTO	CA	95824	(916) 410-7432
66 110-F583	Camila's Janitorial Service LLC	662 Belasco Ave	SACRAMENTO	CA	95815	(916) 544-7954
67 110-1088	Carina's Cleaning Services, LLC	6649 Cunningham Way	SACRAMENTO	CA	95828	(916) 715-7084
68 110-F137	DAVID MELLO	2740 Forrest Street	Sacramento	CA	95815	(916) 646-6418
69 110-457	Davindar Singh dba Amazing Janitorial	939 Park Ranch Way	Sacramento	CA	95831	(916) 395-6419
70 110-1228	Espinoza and Sons Janitorial LLC	4500 Natomas Centro Dr Apt 632	SACRAMENTO	CA	95834	(916) 856-8842

Exhibit E to Janitorial Franchise Disclosure Document

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OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
71 110-1146	Estela Pena dba Pena-Murillo Cleaning Services	1444 Hood Rd Apt D	SACRAMENTO	CA	95825	(916) 519-0643
72 110-1215	Galaxy Janitorial Services LLC	7830 52nd Ave	SACRAMENTO	CA	95828	(916) 968-0920
73 110-1122	Kem Jones dba GO Clean USA	P O BOX 661074	SACRAMENTO	CA	95866	(916) 706-7908
74 110-F159	Khiosouphan Namvong	5795 Boyton Way	SACRAMENTO	CA	95823	(916) 208-1780
75 110-1076	Kia Yang Thao	7100 24th Street	SACRAMENTO	CA	95822	(916) 207-6037
76 110-T569	Kou Cha	3349 Paseo Nuevo St	Sacramento	CA	95838	(916) 927-6209
77 110-1190	Krystal Clear Cleaning Services LLC	8005 White Castle Way	SACRAMENTO	CA	95828	(916) 216-9099
78 110-1248	Laguneras Cleaning LLC	6400 Romack Cir	SACRAMENTO	CA	95822	(916) 471-8455
79 110-1178	Lee's Cleaning Services LLC	7701 Golden West Way	SACRAMENTO	CA	95824	(530) 786-4311
80 110-442	Let Us Do It Cleaning Services	4390 Burgess Drive	Sacramento	CA	95838	(916) 281-6793
81 110-1225	Marimeli Cleaning Services LLC	805 Carro Dr Apt 4	SACRAMENTO	CA	95825	(916) 692-6171
82 110-1213	Moonlight Environmental Services LLC	1971 Expedition Way	SACRAMENTO	CA	95832	(916) 271-7390
83 110-1212	NavNick Cleaning Services LLC	7740 52nd Ave	SACRAMENTO	CA	95828	(916) 519-1354
84 110-1224	Rauls Janitorial LLC	2310 Boxwood Street	SACRAMENTO	CA	95815	(209) 688-2112
85 110-1209	Rincon Cleaning Services LLC	810 Ford Rd	SACRAMENTO	CA	95838	(916) 289-3093
86 110-F493	S & SC Office Cleaning, LLC	241 Clear Sky Circle	SACRAMENTO	CA	95823	(916) 247-4644
87 110-1163	S&S Janitorial Services LLC	626 Willie Hausey Way	SACRAMENTO	CA	95838	(916) 267-9072
88 110-461	Sajeet Singh	7177 Surreywood Way	SACRAMENTO	CA	95823	(916) 689-6886
89 110-1147	Sandoval's Clean Service LLC	1658 Nogales St	SACRAMENTO	CA	95838	(916) 756-5886
90 110-1220	Shwans Janitorial LLC	6833 Peck Dr	SACRAMENTO	CA	95828	(916) 613-9469
91 110-1202	Sparkle Services LLC	7067 Forman Way	SACRAMENTO	CA	95828	(916) 897-1938
92 110-1231	Technical Cleaners LLC	2521 Lock Ave	SACRAMENTO	CA	95822	(916) 429-2264
93 125-821TT	Ruben Hernandez	5812 Trailwood Drive	SALIDA	CA	95368	(209) 918-6149
94 110-1192	A & B Janitorial Services LLC	624 Clinton Drive	STOCKTON	CA	95210	(209) 594-8051
95 125-T944	Alfonso R Sanchez	2208 Livingston Rd	STOCKTON	CA	95210	(209) 430-3630
96 125-F1006	Amanda See Yang	3509 Sunny Rd	STOCKTON	CA	95215	(209) 898-2656
97 110-1093	Arlene Carvajal	24 W Jamestown Street Apt 308	STOCKTON	CA	95207	(510) 688-7461
98 125-F955	Christine Marsh	621 N Lincoln St	STOCKTON	CA	95203	(916) 599-4577
99 110-1249	Claudio's Cleaning Services LLC	4440 Plano Court	STOCKTON	CA	95207	(510) 932-5225
100 110-1217	DenMar Janitorial LLC	2432 Venetian Dr Apt 157W	STOCKTON	CA	95207	(415) 806-4024
101 125-F968	Dominador Nucal	2108 Yosemite St	STOCKTON	CA	95206	(209) 469-0629
102 110-1238	Frazier Cleaning Services LLC	10939 Tramore Ln	STOCKTON	CA	95209	(209) 298-1571
103 125-T1002	Gepao Vang	8211 Lanark Drive	STOCKTON	CA	95210	(209) 478-5926

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc , Support Center

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OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
104 110-1129	Grace Ashaolu dba Hope Professional Business	8812 Bluegrass Drive	STOCKTON	CA	95210	(209) 476-9131
105 110-1173	Jaqui's Cleaning Services LLC	8338 Kelley Drive	STOCKTON	CA	95209	(209) 689-7746
106 110-1243	JJ Pro Cleaning LLC	2240 E Lindsay Street	STOCKTON	CA	95205	(209) 420-9613
107 110-1229	JJT Cleaning LLC	6877 Sumter Quay Circle	STOCKTON	CA	95219	(209) 603-8079
108 110-1179	JMJ Cleaning Services LLC	911 South Hunter Street, Apt 7	STOCKTON	CA	95206	(209) 594-3042
109 125-933	Josefina Trejo	2517 Vol P1 Drive	STOCKTON	CA	95206	(209) 922-5242
110 110-1117	Kevcam, Inc	4834 Grose Run	STOCKTON	CA	95207	(209) 403-3249
111 110-1084	Lucille V Roberts	3051 Joshua Tree Circle	STOCKTON	CA	95209	(209) 242-1250
112 110-1216	Marco and Adriana's Cleaning LLC	1765 Valmora Dr	STOCKTON	CA	95210	(209) 235-8599
113 125-922	Maria Del Carmen Lopez	47 Howard Street	STOCKTON	CA	95206	(209) 430-2752
114 125-T993	Maria Garcia-Godos	4440 Plato Ct	STOCKTON	CA	95207	(209) 406-1995
115 110-1105	Mariama Kamara	1114 Silver Breeze Ct	STOCKTON	CA	95210	(209) 662-4536
116 110-1242	Melany Cleaning Services LLC	1865 Bella Vista Drive	STOCKTON	CA	95206	(209) 715-1764
117 110-1210	MGM Janitorial Cleaning LLC	2236 Jane Ellen Dr	STOCKTON	CA	95212	(209) 471-9819
118 110-1246	Miles Blessed Commercial Cleaning LLC	305 Glasgow Ave	STOCKTON	CA	95210	(209) 684-6533
119 125-T1004	Ram Janitorial Service	P O Box 6045	STOCKTON	CA	95206	(209) 986-4876
120 125-F1015	Rosa Valencia	5501 Cosumnes Drive	STOCKTON	CA	95219	(209) 351-7663
121 110-1143	Roxana Lynn Hill dba Rox's Commercial Janitorial	319 E Acaicia	STOCKTON	CA	95202	(209) 432-7406
122 110-1139	S & L Cleaning Solutions	1801 West Lane	STOCKTON	CA	95205	(209) 406-4475
123 110-1159	Saras Janitorial Services LLC	2217 Moorcroft Ct	STOCKTON	CA	95206	(209) 898-1291
124 125-F979	Steve Carrillo	1845 Korvel Ct	STOCKTON	CA	95210	(209) 817-9958
125 110-1233	Sunshine 20 Cleaning Expert LLC	6136 Mustang Pl	STOCKTON	CA	95210	(925) 437-4520
126 110-1182	Team DCMJ 888 LLC	2401 Pine Brook Drive	STOCKTON	CA	95212	(209) 292-0175
127 125-T1032	Timothy D Fisher	2048 Webb Street	Stockton	CA	95205	(209) 808-4861
128 125-F1022	Tinio Escobedo	9426 Royal Park Lane	STOCKTON	CA	95209	(209) 513-5857
129 110-1219	Vera's Cleaning LLC	3185 Barbara St	STOCKTON	CA	95205	(209) 373-3611
130 125-904	Helena Veiga	612 S Vincent Rd	TURLOCK	CA	95380	(209) 667-4403
131 125-T951	Joe A Rodrigues	1229 Merritt Street	TURLOCK	CA	95380	(209) 277-2431
132 110-1174	Villa Lobos Cleaning Services LLC	1818 Falconglenn Court	TURLOCK	CA	95380	(209) 756-0817
133 110-1072	Josephine Annuzzi	361 Royal Oaks	VACAVILLE	CA	95687	(707) 720-6020
134 110-F591	Luis Gavino	513 Chateau Way	VACAVILLE	CA	95687	(707) 469-9229

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Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
135	110-F581 Varinder Kaur Gir	444 Springs Rd	VALLEJO	CA	94590	(707) 557-3763
136	125-F298T ROBERT WALTERS	13605 Brook Way	WATERFORD	CA	95386	(209) 380-2729
137	110-F555 Bounmee Sone Sath	740 Fremont Blvd	WEST SACRAMENTO	CA	95605	(530) 554-5844
138	110-1160 M&E Janitorial LLC	7393 Louise Ave	WINTON	CA	95388	(209) 564-9252
139	110-1227 Mara Janitorial LLC	6755 Meadowlark Ave	WINTON	CA	95388	(209) 917-0774
140	110-1098 Juanita Allbaugh	415 Lasalle Street	WOODBIDGE	CA	95258	(209) 298-9919
141	110-1186 Javier and Elsa's Cleaning Services LLC	809 Cottonwood Street Apt A	WOODLAND	CA	95695	(530) 204-3022
142	110-F495 Narendra Singh	1641 Craft Drive	WOODLAND	CA	95776	(530) 406-1465
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 Cãrdenas Cleaning, LLC	400 S Sunkist St	ANAHEIM	CA	92806	(714) 757-1392
5	115-837 Cydra, LLC	1244 E Banyan Ave	ANAHEIM	CA	92805	(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
13	115-802 Malang Diedhiou dba KIRPRO Cleaning Co	2230 S Loara St # 206	ANAHEIM	CA	92802	(714) 331-0224
14	115-F699 Manuel Rico	10852 Rustic Lane	Anaheim	CA	92805	(714) 296-1393
15	115-F735 Mirtha E Mantilla	8255 E Blackwillow #14	ANAHEIM	CA	92808	(714) 932-2495
16	115-F766 Pablo Martinez Munoz	2236 E Bangor Way	Anaheim	CA	92806	(714) 315-4681
17	115-859 Premier Cleaning Services Inc	2110 E La Palma Ave Apt D	ANAHEIM	CA	92806	(714) 595-4068
18	115-397A Sonia D Rosales Mayen	2218 Westport Dr #12	Anaheim	CA	92806	(714) 717-0812
19	115-T745 Maria Haydee Rivera dba Hatdee's Cleaning	18319 Norwalk Blvd	ARTESIA	CA	90701	(562) 219-9009
20	115-831 Raul A Medrano dba RBM Cleaning Services	6041 Buell St	BELL GARDENS	CA	90201	(323) 884-2196
21	115-F656 Andrew Small	9963 Ramona #26	BELLFLOWER	CA	90706	(562) 925-8923
22	115-F743 Jose Castillo	9949 Flora Vista St Apt #1	Bellflower	CA	90706	(562) 506-6079

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OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
23 115-F729	Maria Cecilia Valarao	21312 Grace Ave	CARSON	CA	90745	(310) 619-9996
24 115-F751	Calvin E Perkins	13204 Sutton St	CERRITOS	CA	90703	(714) 318-9797
25 115-F670	Edgardo B Relova	12232 Viarna St	CERRITOS	CA	90703	(562) 865-6395
26 115-852	RMD Cleaning Services, Inc	19603 Alida Ave	CERRITOS	CA	90703	(562) 505-6484
27 115-F605	Terry Traylor	12942 Maui Court	Cerritos	CA	90703	(714) 271-2180
28 115-848	Jenna V Cleaning Services, LLC	15444 Painter Drive	CHINO HILLS	CA	91709	(310) 609-2122
29 115-T770	Daniel Duenas Gonzalez	2058 Eoris St	Compton	CA	90222	(310) 404-5190
30 115-F660	LaTanya L Simmons-Sparks	13320 Vesta Ave	COMPTON	CA	90222	(310) 251-0366
31 115-F769	Veronica Revuelta Escobedo	203 N Poinsettia Ave	Compton	CA	90221	(562) 206-4464
32 115-F767	JRs Building Maintenance	400 Hamlin Circle	CORONA	CA	92879	(951) 533-6888
33 115-F712	Randall Inc	2144 Russell Drive	Corona	CA	92879	(949) 337-3065
34 115-332T	Sergio Silva	3008 Royal Palm Dr Apt C	COSTA MESA	CA	92626	(949) 697-7597
35 115-F773	Severo Joel Vargas-Bautista dba Magic World Cleaning Services	655 Baker St #G101	COSTA MESA	CA	92626	(949) 910-2548
36 115-798	L & R Cleaning Services	7344 Stewart & Gray Ave Unit D	DOWNEY	CA	90241	(562) 335-2954
37 115-F721	Complete Solution LLC	18242 Cabrillo Court	FOUNTAIN VALLEY	CA	92708	(714) 605-8773
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
40 115-830	Rafael Galvan Jr dba Right-Way Cleaning Solutions	13692 Fernwood Drive	GARDEN GROVE	CA	92843	(714) 337-4381
41 115-803	Rogelio Gonzalez	9141 Sherlock Lane	GARDEN GROVE	CA	92841	(714) 206-4006
42 115-F710	Salvador Antonio Hernandez	12465 Firebrand St	Garden Grove	CA	92840	(714) 292-5991
43 115-F698	Teresa Salas	12752 Arletta Cir	Garden Grove	CA	92840	(714) 873-0533
44 115-F678	Beatriz Baray	1315 Magnolia Ave Apt 129	GARDENA	CA	90247	(310) 590-9573
45 115-815	Blanca Martinez dba Martinez Cleaning Service	13736 S Ainsworth Ave	GARDENA	CA	90247	(323) 984-1016
46 115-F140	Eddie Mc Mullen	13011 S Casimir Ave	GARDENA	CA	90249	(310) 367-1875
47 115-828	Custodio Cobo Services, LLC	4015 W 133rd St	HAWTHORNE	CA	90250	(720) 621-1174
48 115-T714	Griselda B Jimenez	3247 1/2 W 139th St	HAWTHORNE	CA	90250	(310) 462-0399
49 115-818	Marla Burrion dba RB3 Cleaning Services	11724 Truro Ave Apt 4	HAWTHORNE	CA	90250	(323) 535-2470
50 115-F175	Sonia Loveless	3356 W 134th Pl	Hawthorne	CA	90250	(310) 812-3299
51 115-F708	Adriana Vasquez	6401 Viking Circle	Huntington Beach	CA	92647	(714) 615-0064
52 115-851	ARPO, LLC	6401 Warner Ave	Huntington Beach	CA	92647	(310) 595-8833

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc Support Center

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
53 115-T685	Francisco Javier Silva	3591 Claremont St	IRVINE	CA	92614	(949) 439-8886
54 115-849	Good Service Cleaning, Inc	3 Cannes	IRVINE	CA	92614	(949) 350-4404
55 115-821	Everardo Coria Morales dba E & M Cleaning Service's	304 Alpine St	LA HABRA HEIGHTS	CA	90631	(562) 665-3283
56 115-862	Bhineka All One, LLC	665 Via Los Altos, Apt N	LAGUNA WOODS	CA	92637	(949) 680-0853
57 115-F684	Eneida Hernandez	29369 Breakwater St	LAKE ELSINORE	CA	92530	(949) 351-6330
58 115-817	Gerald Alan Williams dba GW Excellent Cleaning Service	33140 Olive St Apt 4	LAKE ELSINORE	CA	92530	(562) 274-1355
59 115-318	Grace Bilbao La Vieja	1305 W Sumner Ave	LAKE ELSINORE	CA	92530	(714) 585-5555
60 115-405A	Lucio Gomez	19016 Reindeer Dr	LAKE ELSINORE	CA	92530	(949) 218-1462
61 115-F736	Carlos Rivas dba Citronella Cleaning Systems	21412 Lake Forest Apt D	LAKE FOREST	CA	92630	(949) 528-7041
62 115-836	RBN Janitorial Services, LLC	P O Box 871	LAKE FOREST	CA	92609	(949) 813-6396
63 115-F675	Charles Compton Jr	4715 Brier Crest Ave	LAKEWOOD	CA	90713	(562) 507-2485
64 115-F654	Martimiano Casillas	20519 Pioneer Blvd	LAKEWOOD	CA	90715	(562) 360-9767
65 115-833	Ponce Cleaning System LLC	4929 Lorelei Ave	LAKEWOOD	CA	90712	(562) 824-5524
66 115-842	C & C Janitorial Services, LLC	4337 W 166th Street	LAWNDALE	CA	90260	(424) 391-0405
67 115-T682	Alicia Romero	1474 Gardenia Ave	LONG BEACH	CA	90813	(562) 841-9733
68 115-858	JB Commercial Cleaning, LLC	406 Silva Street	LONG BEACH	CA	90805	(562) 422-2138
69 115-850	K and A Cleaning Service, Inc	6665 Long Beach Blvd	LONG BEACH	CA	90805	(562) 310-1937
70 115-F666	Leakana Pak	1022 Walnut Ave	LONG BEACH	CA	90813	(562) 279-6019
71 115-F757	Marcelino Garcia Moreno	1378 1/2 Roycroft Ave	LONG BEACH	CA	90804	(562) 612-5282
72 115-262	Maria C Carillo	1727 Obispo Ave #8	Long Beach	CA	90804	(562) 756-8753
73 115-841	MDK Enterprises, LLC	1229 W Maddox St	LONG BEACH	CA	90810	(562) 209-1865
74 115-379A	Perfect Touch Cleaning & Maintenance	1229 W Maddow	Long Beach	CA	90810	(562) 212-6251
75 115-843	Victor M DeAnda, LLC	1403 Obispo Ave	LONG BEACH	CA	90804	(562) 685-1600
76 115-425TA	Brenda K Grandberry	3826 6th St	LOS ANGELES	CA	90008	(562) 715-3335
77 115-F747	Luis A Fisher	1437 W 36th Place	Los Angeles	CA	90018	(323) 420-3101
78 115-845	Leysa Cleaning Service, Inc	4318 E Imperial Hwy	LYNWOOD	CA	90262	(323) 424-9178
79 115-299	Aurora Pichardo	27852 Siruela	MISSION VIEJO	CA	92692	(562) 225-2935
80 115-F772	Carlos Nicolas Martinez	27465 Iris Ave	MISSION VIEJO	CA	92692	(949) 584-8560
81 115-F649	Jacqueline E Rios	21622 Marguerite Parkway Apt 445	MISSION VIEJO	CA	92692	(714) 932-9186
82 115-F681	Jorge Hernandez	27444 Camden Apt 21E	MISSION VIEJO	CA	92692	(949) 374-4806
83 115-F667	Octavio Carmona	23151 Los Alisos Blvd Apt 51	Mission Viejo	CA	92691	(949) 547-2989

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc Support Center

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OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
84	115-F738	Maria De La Luz Garcia	25118 Dana Lane	MORENO VALLEY	CA	92551 (714) 631-2116
85	115-811	G & J Cleaning Services	11450 Potter St	NORWALK	CA	90650 (562) 743-1757
86	115-823	Jose Fuentes dba Serrano Cleaning Services	12043 Excelsior Dr	NORWALK	CA	90650 (415) 324-0142
87	115-794	Octavio Fuentes	11917 Kenny St	NORWALK	CA	90650 (562) 326-6086
88	115-857	TL Commercial Cleaning, LLC	14729 Funston Ave	NORWALK	CA	90650 (714) 299-6760
89	115-834	A & R Clean Green, LLC	14911 Orizaba Ave	PARAMOUNT	CA	90723 (562) 714-7201
90	115-F765	John Mumphery	1500 Cherry St #3201	PLACENTIA	CA	92870 (714) 858-1205
91	115-354	H & A Janitorial Services Inc	49 Pasto Rico	RANCHO SANTA MARGARITA	CA	92688 (949) 275-6590
92	115-797	Luz Maria Alvarez	6031 Avenue Juan Bautista	RIVERSIDE	CA	92509 (562) 254-8327
93	115-F244	Salatiel Garnica 2 8	13220 April Dr	Riverside	CA	92503 (714) 420-2299
94	115-F780	Kathy Bonilla	215 Avenida Monterey Apt 3	San Clemente	CA	92672 (949) 212-4189
95	115-F776	Patricia Garcia	2498 Roll Dr #691	SAN DIEGO	CA	92154 (714) 366-5213
96	115-F202	Howard Cleaning Services LLC	457 Sunnyside Blvd	SAN JACINTO	CA	92582 (949) 285-6174
97	115-854	Hercules Commercial Cleaning, LLC	31086 Calle San Diego	San Juan Capistrano	CA	92675 (949) 466-9250
98	115-430A	Juan Dominguez	31084 Via San Vicente	San Juan Capistrano	CA	92675 (949) 257-7159
99	115-F606	Raul Vazquez	32221 Alipaz #179	San Juan Capistrano	CA	92675 (949) 842-0675
100	115-814	Care Pros	702 Parkcenter Drive #15	SANTA ANA	CA	92705 (864) 320-2397
101	115-272	Cesar Lopez	2205 North Mantle Lane	SANTA ANA	CA	92705 (714) 724-9600
102	115-861	DBAO, Inc	4801 W 1st Street	SANTA ANA	CA	92703 (714) 548-1150
103	115-820	Fernando Castillo dba Ferine	1213 S Genoa Drive	SANTA ANA	CA	92704 (714) 651-2675
104	115-781	H & H Cleaning, Inc	2601 W Saint Gertrudes Place	SANTA ANA	CA	92704 (714) 874-6229
105	115-810	Javier Uribe dba Xavier Janitors	808 N Lacy St	SANTA ANA	CA	92701 (714) 881-9910
106	115-F740	Jeanette Garcia	2317 S Olive St	SANTA ANA	CA	92707 (714) 425-5188
107	115-F702	Josefina Gomez	13871 Shady Lane Apt 13	SANTA ANA	CA	92706 (714) 727-8437
108	115-F129	Mario Garcia	P O Box 1769	SANTA ANA	CA	92702 (714) 697-3488
109	115-304	Mauricio Peraza Lopez	2218 S Greenville	Santa Ana	CA	92704 (714) 925-6567
110	115-860	MG Commercial Cleaning, LLC	601 S Birch St	SANTA ANA	CA	92701 (714) 658-2789
111	115-F661	Moises Rico Galicia	2140 S Woodland Pl	Santa Ana	CA	92707 (714) 913-7898
112	115-F764	Patricia Ramirez	1303 S Standard #A	Santa Ana	CA	92707 (714) 341-0171
113	115-284	Robert Abrams	3760 W McFadden Ave #B165	SANTA ANA	CA	92704 (714) 661-6311
114	115-853	Presidential Cleaning, LLC	2736 Indiana Ave	SOUTH GATE	CA	90280 (323) 627-7111
115	115-F231	Daniel Valencia	PO Box 1117	STANTON	CA	90680 (714) 826-8216

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc , Support Center

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

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116	115-F199TT Francisco Ramirez	13642 Green Valley Dr #A	TUSTIN	CA	92780	(714) 721-0771
117	115-784 New Life Investment Corporation	202 Fashion Lane Suite 212	TUSTIN	CA	92780	(626) 429-0849
118	115-F227 Jean Linh Nguyen	2600 S Azusa Ave #236	WEST COVINA	CA	91792	(626) 393-9139
119	115-F761 Elvira Sanchez Avila	P O Box 1874	WESTMINSTER	CA	92684	(714) 222-1229
120	115-805 Willie J Blevins Jr dba NIMM	7696 Encinas Circle	WESTMINSTER	CA	92683	(714) 315-4675
121	115-838 A & G Services, LLC	10852 Carmenita Rd	WHITTIER	CA	90605	(562) 556-8332
122	115-809 Corona Cleaning Services	13288 Meyer Rd	WHITTIER	CA	90605	(562) 944-1287
123	115-F711 Edgar Alcides Flores	14241 Broadway St	WHITTIER	CA	90604	(213) 200-9419
124	115-292 Alfredo Medina	1538 N Bannig Blvd	Wilmington	CA	90744	(310) 436-5337
125	115-799 Florencia Medina	1018 Frigate Ave	WILMINGTON	CA	90744	(310) 294-6997
126	115-F774 Juan Manuel Maciel	717 Lagoon Ave	Wilmington	CA	90744	(323) 532-1097
127	115-783 Maria E Montoya	921 Hawaiian Ave	WILMINGTON	CA	90744	(424) 224-8676
128	115-F647 Masina Motuga	888 W 880 N	OREM	UT	84057	(714) 251-7396
CALIFORNIA - SAN BERNARDINO SUPPORT CENTER						
1	126-1331 E M H Service Cleaning Inc	11354 Lee Ave Apt 811	ADELANTO	CA	92301	(951) 403-1812
2	126-1408 Lawrence Janitorial LLC	11066 Star Street	ADELANTO	CA	92301	(760) 269-9867
3	126-1132T Maria Godinez	14653 Gray St	Adelanto	CA	92301	(760) 246-8252
4	126-1323 Josue Nahum Caranza Sierra	12440 Central Rd	APPLE VALLEY	CA	92308	(760) 553-5449
5	126-1345 Maria Haydee Rivera	18319 Norwalk Boulevard	ARTESIA	CA	90701	(562) 219-9009
6	126-F1272 Francisca Reynaga De Naranjo	4539 Maine Avenue	Baldwin Park	CA	91706	(626) 392-5896
7	126-1422 Almighty Cleaning LLC	28767 Lodge Drive	CANYON LAKE	CA	92587	(760) 521-3326
8	126-F1238 Zenon Juan Lopez	30702 San Gabriel Circle	CATHEDRAL CITY	CA	92234	(760) 905-6851
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	13321 Indian Bow 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	126-1063T Narindo Inc	888 Villa Montes Circle	CORONA	CA	92879	(909) 633-2238
18	126-1316 Diana Jomaira Navas	66777 TERRACE WAY	Desert Hot Springs	CA	92240	(760) 673-2499

Exhibit E to Janitorial Franchise Disclosure Document

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OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
19 126-1406	Flores Cleaning LLC	65868 7th Street	Desert Hot Springs	CA	92240	(760) 851-6562
20 126-F1289	Jose A Trejo	11043 Ambrosio Drive	Desert Hot Springs	CA	92240	(760) 548-8098
21 126-T1251	Petra Rodriguez	66031 Granada Avenue	Desert Hot Springs	CA	92240	(760) 234-6214
22 126-F1221	Angel Mendoza Gonzalez	9248 Olive St Apt G	FONTANA	CA	92335	(909) 200-0185
23 126-1324	Antonio Alvarez Marquez	13953 El Camino Pl	FONTANA	CA	92337	(562) 686-6405
24 126-1390	Do Work Cleaning Service, LLC	14917 Preston Drive	FONTANA	CA	92336	(661) 609-0481
25 126-1138A	Juan Ruiz dba Ruiz Maintenance Service	PO Box 310424	FONTANA	CA	92331	(909) 728-2727
26 126-1177A	Leroy Williams	14575 Glenoak	Fontana	CA	92337	(909) 241-5428
27 126-F1267	Ofelia D Certo	15628 Southwind Avenue	FONTANA	CA	92336	(951) 313-0939
28 126-1050T	Ricardo Ramirez	15138 Upland Ave	FONTANA	CA	92335	(909) 904-1893
29 126-1427	Sapu Sapu LLC	15016 Fairhaven Drive	FONTANA	CA	92336	(626) 297-9802
30 126-1421	Delfin LLC	22491 De Berry St Apt 115	GRAND TERRACE	CA	92313	(909) 213-5713
31 126-F1276	Guilhermina Orta Esquivel	43705 Elliot Ct	HEMET	CA	92544	(951) 663-2870
32 126-1415	Trust The Clean Inc	41858 Acacia Avenue	HEMET	CA	92544	(951) 595-5949
33 126-1386	Diamond Shine Cleaning Services LLC	18867 Madrone Sreet	HESPERIA	CA	92345	(323) 855-9693
34 126-1418	Recinos Poderosa LLC	11728 Pepper Avenue	HESPERIA	CA	92345	(310) 866-6883
35 126-F1211	Enma R Maldonado	26517 Goodman Ct	HIGHLAND	CA	92346	(909) 709-7872
36 126-F1159	Jorge Madrid	82-548 Tuscany Ln	INDIO	CA	92203	(760) 275-3407
37 126-1411	Smiley Face Cleaning LLC	29208 Starboard Court	LAKE ELSINORE	CA	92530	(951) 901-3004
38 126-F1224	Rosaelia Torres	10460 Sandstone Ct	MENTONE	CA	92359	(909) 557-8706
39 126-1410	A & R Cleaning Services LLC	24655 Sundial Way	MORENO VALLEY	CA	92557	(951) 536-0668
40 126-1401	AAMA Janitorial LLC	22191 Naples Drive	MORENO VALLEY	CA	92557	(951) 719-9152
41 126-1397	Adam Jackson LLC	P O Box 35	MORENO VALLEY	CA	92556	(951) 313-5632
42 126-F1279	Adel Baker	P O Box 10067	MORENO VALLEY	CA	92552	(951) 472-6626
43 126-1424	B & M Cleaning Services LLC	24761 Fay Avenue	MORENO VALLEY	CA	92551	(951) 251-2151
44 126-F1174	Benito Quintanilla	24761 Fay Ave	MORENO VALLEY	CA	92551	(951) 251-2151
45 126-1417	Bright's Janitorial Service LLC	13510 Kelton Court	MORENO VALLEY	CA	92555	(951) 902-9110
46 126-1151A	Eufrocina Pena Prieto	25105 Middlebrook Way	Moreno Valley	CA	92551	(951) 337-1324
47 126-1409	GMM Family Cleaning LLC	13176 Day Street Apt #H103	MORENO VALLEY	CA	92553	(951) 807-4149
48 126-F1248	Jenny Martinez	27261 Willow Leaf Road	MORENO VALLEY	CA	92555	(951) 378-3071
49 126-F1259	Margarita Cruz Tapia	12198 Graham St	MORENO VALLEY	CA	92557	(951) 201-7959
50 126-1399	Montiel's Cleaning Service, LLC	17803 Camino Del Rey	MORENO VALLEY	CA	92551	(951) 489-8873
51 126-1372	Omar Escobedo dba Esco Cleaning Service	11826 Wild Flax Lane	MORENO VALLEY	CA	92557	(909) 553-5452

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

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52 126-1419	Premier Office Care LLC	11229 Sunglow Drive	MORENO VALLEY	CA	92557	(213) 840-9578
53 126-1373	Rafael Rios dba Bayardo Cleaning Service	12857 Frederick St #304	MORENO VALLEY	CA	92553	(951) 901-0267
54 126-1346	Regina L Jones dba Silas's Cleaning Services	14583 Aruba Pl	MORENO VALLEY	CA	92553	(951) 655-0279
55 126-1300	Rosa Maria Perez De Escobar	17675 Camino Sonrisa	MORENO VALLEY	CA	92551	(951) 486-9216
56 126-T1239	Sergio Gonzalez	13398 Silver Lane	MORENO VALLEY	CA	92553	(951) 565-0012
57 126-1394	Vak Services LLC	21437 Greyson Road	MORENO VALLEY	CA	92557	(951) 567-9812
58 126-1369	Wash House Ventures, Inc	PO Box 10016	MORENO VALLEY	CA	92552	(951) 867-0916
59 126-1382	Will I Am Cleaning Services LLC	15434 Canyonstone Drive	MORENO VALLEY	CA	92551	(951) 796-8591
60 126-1412	Zeni Affairs LLC	15369 Los Estados Street	MORENO VALLEY	CA	92551	(951) 880-3189
61 126-1358	Deana Latrice Randle dba Top2Bottom Commercial Cleaning Service	27630 Graystone Lane	MURRIETA	CA	92563	(951) 239-6071
62 126-1423	Marvin Dotimas Castillo	26256 Isabella Place	MURRIETA	CA	92563	(951) 760-2823
63 126-1357	Ana D D De Gonzalez dba Clean N Sparkly Janitorial	1855 E Riverside Dr	ONTARIO	CA	91761	(909) 706-0432
64 126-1398	Clean & Squeaky Inc	1855 E Riverside Drive #351	ONTARIO	CA	91761	(909) 732-5607
65 126-1309	Dion Kris Baker	1123 N Mountaine Ave	ONTARIO	CA	91762	(909) 510-1025
66 126-1312	Jose Luis Garcia	1317 W Vesta Street	ONTARIO	CA	91762	(909) 973-7979
67 126-1147A	Rosa Elena Palacios	945 East Harvard Place	ONTARIO	CA	91764	(909) 243-0606
68 126-1383	Samonet Professional Health Cleaning LLC	2321 Magnolia Avenue #3F	ONTARIO	CA	91762	(909) 728-8390
69 126-1158A	Sonya Ramirez	836 Harvard Pl	ONTARIO	CA	91764	(909) 544-1374
70 126-F1160	Daniel Baumgartner	2119 S Birdie Way	PALM SPRINGS	CA	92264	(909) 636-6062
71 126-1391	Maria's U Limited Cleaning Services of CA	39002 11th Street West	PALMDALE	CA	93551	(951) 347-9267
72 126-F1225	Andrew Provence	735 S El Molino Ave	PASADENA	CA	91106	(626) 399-1684
73 126-F1172	Naree Yang	3590 Breeze Court	PERRIS	CA	92571	(909) 952-6710
74 126-1393	V & R Cleaning LLC	P O Box 338	PERRIS	CA	92572	(951) 235-0504
75 126-1396	Wright Way Custodial Services LLC	3506 Ranch Street	PERRIS	CA	92571	(951) 400-7649
76 126-F1245	Eva's Cleaning LLC	2049 Titus Avenue	POMONA	CA	91766	(909) 263-2921
77 126-1172A	Michael Cagle	P O Box 219	Rancho Cucamonga	CA	91739	(951) 347-3272
78 126-1370	Terry Smith dba Cleansmart	10850 Church St Apt N106	Rancho Cucamonga	CA	91730	(323) 329-5717
79 126-1387	R & M Cleaning Services, LLC	37190 Palmdale Road	RANCHO MIRAGE	CA	92270	(760) 902-0823

Exhibit E to Janitorial Franchise Disclosure Document

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OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

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80 126-1407	Redlands Office Cleaning Solutions LLC	922 E Lugonia Avenue	REDLANDS	CA	92374	(626) 437-5845
81 126-F1288	Cedric C Mendoza	277 Bloomington Ave, Unit 233	RIALTO	CA	92376	(909) 648-3667
82 126-1388	Zecena's Professional Cleaning Service LLC	765 S Willow Avenue	RIALTO	CA	92376	(909) 965-7787
83 126-F1252	Angela Alcantar	3730 McKenzie Street	Riverside	CA	92503	(951) 295-6609
84 126-1377	Arroyo's Janitorial Service	9478 JoJo Way	RIVERSIDE	CA	92503	(951) 352-0806
85 126-1380	Claudia Cleaning Service	3465 Poplar Street	RIVERSIDE	CA	92501	(951) 318-3034
86 126-1319	Francisco Arizmendi	3613 Nye Ave Unit #6	RIVERSIDE	CA	92505	(714) 235-0988
87 126-F1217	Gilberto Pena	2675 Lime Street	RIVERSIDE	CA	92501	(951) 710-0078
88 126-F1278	Jose Araujo	6311 Corey Street	Riverside	CA	92509	(951) 333-5354
89 126-F1191	Denice L Grimes	3895 Del Rosa Avenue	San Bernardino	CA	92404	(909) 567-3825
90 126-1307	Environment Sanitation Technology, LLC	2970 Vermont Street	SAN BERNARDINO	CA	92407	(909) 648-1686
91 126-F1243	Ivan Sanchez	2806 Acacia Avenue	San Bernardino	CA	92405	(909) 881-5365
92 126-F1229	Jacqueline Hernandez	1017 W 10th Street	SAN BERNARDINO	CA	92411	(909) 246-3126
93 126-1402	LosPenueles Cleaning Services LLC	749 North G Street	SAN BERNARDINO	CA	92410	(909) 246-8325
94 126-1321	Lourdes Suzette Lemus	2135 Hanford St	SAN BERNARDINO	CA	92411	(909) 440-0128
95 126-1335	Maria C Orozco Martinez	1584 Ellsworth Way	SAN BERNARDINO	CA	92411	(909) 771-3367
96 126-F1226	Olvie Tirayoh	1387 W 9th Street	SAN BERNARDINO	CA	92411	(951) 335-2272
97 126-1389	Yunni Cleaning Services LLC	494 S Macy St #51	SAN BERNARDINO	CA	92410	(951) 830-7454
98 126-1395	A - Z Cleaning LLC	175 Lipizzan Drive	SAN JACINTO	CA	92582	(818) 312-4511
99 126-1416	Roland Mejia	27950 Merbie Circle	SUN CITY	CA	92585	(951) 722-1509
100 126-1413	AACS LLC	41770 Margarita Road #2021	TEMECULA	CA	92591	(951) 551-2556
101 126-1405	All Covered Cleaning & Janitorial Services LLC	16338 Llanada Avenue	VICTORVILLE	CA	92394	(213) 321-0443
102 126-F1258	Maira Becerril	16852 Desert Lily Street	VICTORVILLE	CA	92394	(909) 841-4011
103 126-F1269	R & J Cleaning	15200 San Jose Dr	VICTORVILLE	CA	92394	(760) 486-9351
104 126-1164A	Tanny Margarita Mejia	13664 Agate Circle	VICTORVILLE	CA	92392	(760) 951-9761
105 126-1420	Truitts LLC	12510 Marchmont Court	VICTORVILLE	CA	92392	(760) 217-9723
106 126-F1142	Untung Kurniadi	13122 Fullerton Drive	VICTORVILLE	CA	92392	(909) 890-8530
107 126-T1281	Claudia Rodriguez	2730 E Maria Court	WEST COVINA	CA	91792	(626) 723-6233
108 126-1404	Romero's Business Maintenance LLC	33819 Bonnie Lane	WILDOMAR	CA	92595	(951) 491-3827

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc Support Center

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OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
CALIFORNIA - SAN FRANCISCO SUPPORT CENTER ¹						
1	150-11308	All About U Services LLC	2521 Squaw Ct	ANTIOCH	CA	94531 (925) 329-0692
2	150-11312	Handy-Dandy Commercial Cleaning LLC	600 Wilbur Ave Apt 2096	ANTIOCH	CA	94509 (415) 539-9830
3	735-1209	Mario Avalos	2312 B Manzanita Way	Antioch	CA	94509 (415) 596-0857
4	150-11280	Masha Alarcon dba Alarcon Cleaning	2400 Shady Willow Ln	BRENTWOOD	CA	94513 (408) 621-6993
5	735-F9045	Enna Oneyda Villela	3942 Willow Pond Ct	Ceres	CA	95307 (510) 314-6403
6	735-F9059	Totally Green Building Maintenance	526 West Keats Ave	CLOVIS	CA	93612 (408) 607-1174
7	150-11315	Golden City Commercial Cleaning Enterprises LLC	4 Camelot Court Apt A	DALY CITY	CA	94015 (415) 336-0749
8	735-1078T	Santos B Ramirez	5075 Haven Place	DUBLIN	CA	94568 (415) 341-4337
9	150-11293	GIGI Commercial Cleaning LLC	1928 Cooley Ave #55	EAST PALO ALTO	CA	94303 (650) 720-0272
10	735-F9062	Media Luna Janitorial Service, LLC	P O Box 2290	EL GRANADA	CA	94018 (650) 291-8765
11	735-1128T	Jeffrey J Mickelson	P O Box 538	Fremont	CA	94537-0 (510) 676-5667
12	150-11324	CamRoj Cleaning Services LLC	27069 Belvedere Ct Apt 3	HAYWARD	CA	94544 (510) 417-5481
13	150-11283	Cantu&Cantu, LLC	1334 Valley Street	HAYWARD	CA	94541 (209) 968-0730
14	735-F9023	Dora Reyes	28200 Armour Street	Hayward	CA	94545 (510) 825-5248
15	735-1240	Guillermo Betanco	21689 Meekland Ave	HAYWARD	CA	94541 (510) 491-4445
16	735-1243	Israel Martinez-Hernandez	26351 Gading Rd	Hayward	CA	94544 (510) 395-6909
17	150-11295	NRAAA Janitorial Services LLC	26343 Regal Ave	HAYWARD	CA	94544 (510) 209-1979
18	150-11325	Divine Commercial Cleaning LLC	60 Mateo Ave	MILLBRAE	CA	94030 (650) 834-3328
19	150-11326	Ecorange LLC	37171 Sycamore St #438	NEWARK	CA	94560 (510) 714-9329
20	735-1105	Daryl Flood	2785 Butters Dr	Oakland	CA	94602 (510) 706-2597
21	735-F9030	Emma J Blanco	1540 29th Ave	Oakland	CA	94601 (510) 590-6704
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	150-11313	Kaytee Commercial Cleaning LLC	5801 Sterling Greens Cir,	PLEASANTON	CA	94566 (925) 519-3746
25	735-11274	Experts Touch LLC	522 Scott Ave	REDWOOD CITY	CA	94063 (650) 454-5833
26	150-11321	Heidi's Commercial Cleaning LLC	633 Pine St Apt #3	REDWOOD CITY	CA	94063 (510) 798-4340
27	150-11306	M and A Environmental Services LLC	323 Heller St #6	REDWOOD CITY	CA	94063 (650) 862-9542
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) 580-1612
32	735-1103T2	Rosa Camacho	2150 Sloat Blvd	San Francisco	CA	94116 (415) 424-7177

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc Support Center

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OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
33	735-F9082	Sparklin Janitorial Services LLC	17 Dedman Court	SAN FRANCISCO	CA	94124 (415) 516-3703
34	150-11285	Angel Care Cleaning Services LLC	2950 Rossmore Lane	SAN JOSE	CA	95148 (408) 674-5547
35	150-11303	AriaSofi Services LLC	4521 Renaissance Dr #227	SAN JOSE	CA	95134 (408) 767-0300
36	150-11301	Bello Cleaning LLC	2155 Lanai Ave Apt 164	SAN JOSE	CA	95122 (408) 858-0046
37	735-F9040	Dawit Moges Admassu	1335 Lexington Drive #2	SAN JOSE	CA	95117 (408) 401-4858
38	735-1216	Dominador Fernandez	2702 Plaza Banderas	SAN JOSE	CA	95132 (408) 204-6194
39	735-1120	Felix Pacheco	1648 Waverly Avenue	San Jose	CA	95122 (408) 613-8626
40	150-11317	Gate Janitorial Service LLC	5113 Lapa Dr	SAN JOSE	CA	95129 (408) 569-1774
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 (707) 332-1398
43	735-1142	Ismael Pardo	1162 Tallahassee Drive	SAN JOSE	CA	95122 (408) 250-4797
44	150-11305	Josephs Cleaning Service LLC	5283 Running Bear Dr	SAN JOSE	CA	95136 (408) 469-1646
45	735-F9016	Juventino Rojas	2529 Madden Avenue Apt 3	San Jose	CA	95116 (408) 515-6285
46	735-11273	Michael Devera	1409 Cabrillo Ave	SAN JOSE	CA	95132 (650) 271-6447
47	150-11307	ReyCis Cleaning Services LLC	1721 De Marietta Ave	SAN JOSE	CA	95126 (408) 807-3789
48	735-F9056	Rosaura Melgarejo	648 Berryessa Road	San Jose	CA	95112 (408) 569-0026
49	150-11327	Service By Gomez LLC	2569 E Trimble Rd	SAN JOSE	CA	95132 (408) 420-8578
50	735-F9012	Victor Sanchez	1230 San Tomas Aquino Road, Atp 222	SAN JOSE	CA	95117 (650) 333-0009
51	150-11276	Edison Padilla dba Edison Padilla	1610 Mono Ave Apt # 8	SAN LEANDRO	CA	94578 (510) 384-5050
52	150-11297	HD Cleaning Services LLC	1200 141st Ave	SAN LEANDRO	CA	94578 (510) 355-2343
53	735-1155T	Abner Ramirez	3110 Casa De Campo St #3	SAN MATEO	CA	94403 (415) 716-4758
54	150-11282	Ernesto Calvillo dba Ernesto Janitorial Services	24 E Santa Inez Avenue, Unit 112	SAN MATEO	CA	94401 (650) 787-8189
55	150-11288	Prasads Janitorial Services LLC	2768 10th Street	SAN PABLO	CA	94806 (510) 322-1667
56	150-11294	Clean Sweep Commercial, LLC	P O Box 6322	SANTA CLARA	CA	95056 (408) 417-0407
57	735-9007	Victor Llano Saker	3464 Monroe Ave Apt #1	SANTA CLARA	CA	95051 (650) 518-4200
58	150-11322	Quality Care Cleaning LLC	1647 Vandenberg Circle	SUISUN CITY	CA	94585 (707) 816-8286
59	150-11310	Marys Environmental Services LLC	445 Acalanes Dr	SUNNYVALE	CA	94086 (650) 669-2515
60	150-11316	Nova Commercial Cleaning LLC	559 Balsam Ave	SUNNYVALE	CA	94085 (669) 238-8213
61	150-11304	R and J Cleaning Services LLC	902 W Remington Dr Apt 8B	SUNNYVALE	CA	94087 (650) 384-1759
62	735-T9050	Raymundo Ramirez	476 Firloch Ave #4	SUNNYVALE	CA	94086 (408) 440-9183
63	735-F9024	Antonio Manzo	34765 Skylark Dr # 2	Union City	CA	94587 (510) 395-7617
64	735-F9083	JFDA Cleaning Services LLC	139 Skyline Ct	Vallejo	CA	94591 (707) 515-0836

Exhibit E to Janitorial Franchise Disclosure Document

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OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
65	150-11328	4 Core Clean LLC	1255 Treat Blvd #300	WALNUT CREEK	CA	94597 (415) 933-2443
66	735-F9066	Maria Belem Rodriguez	160 Lawrence Ave	WATSONVILLE	CA	95076 (831) 539-3270
CALIFORNIA - LOS ANGELES SUPPORT CENTER ¹						
1	152-18180	All Covered Cleaning & Janitorial Services LLC	9715 Central Road	APPLE VALLEY	CA	92308 (213) 321-0443
2	733-7047	Juan Ortiz	12768 Tesuque Rd	Apple Valley	CA	92308 (323) 229-8828
3	733-7091	Anna Demiranda	9113 Patrick Ave	ARLETA	CA	91331 (818) 259-4102
4	152-18156	Letisia Cleaning Services, Inc	13807 Montague Street	ARLETA	CA	91331 (818) 326-1482
5	152-18182	Trusty AAC Service LLC	392 Cherry Hills Lane	AZUSA	CA	91702 (626) 673-7598
6	733-18012	Anna Vera- Duran	1345 1/2 Maine Ave	Baldwin Park	CA	91706 (626) 234-7592
7	152-18177	Camacho Building Maintenance LLC	1765 Puente Ave Space 18	BALDWIN PARK	CA	91706 (626) 923-4009
8	733-F250	Eugene Moss	4549 Maine Ave	BALDWIN PARK	CA	91706 (626) 542-5522
9	152-18102	Francisca Reynaga De Naranjo dba Domingo's Cleaning Service	4539 Maine Avenue	BALDWIN PARK	CA	91706 (626) 257-8995
10	152-18159	Kaxport Cleaning Service Inc	3413 Cosbey Avenue	BALDWIN PARK	CA	91706 (626) 494-3383
11	733-7081	Robert Yepez Jr	4415 Bogart Ave	BALDWIN PARK	CA	91706 (626) 484-8505
12	152-18176	On-Time Cleaning Services LLC	4022 Randolph St Unit B	BELL	CA	90201 (323) 500-7225
13	733-18020	Frank Reteguin	5928 Lanto Street	Bell Gardens	CA	90201 (323) 806-7279
14	152-18129	Elizabeth Medina LLC	10551 Danbury Avenue	BLOOMINGTON	CA	92316 (909) 648-0484
15	733-18084	Irma Calderon dba Irma Cleaning Services	8561 De Soto Ave #280	CANOGA PARK	CA	91304 (818) 922-4662
16	152-18113	Jaqueline's Cleaning Service LLC	7439 Remmet Ave	CANOGA PARK	CA	91303 (818) 770-6579
17	733-T18091	Juana Cherre	7810 Topanga Canyon Blvd	CANOGA PARK	CA	91304 (818) 205-8512
18	733-399A	Mauricio DeLeon	8305 Variel Ave , #16	CANOGA PARK	CA	91304 (818) 257-8326
19	152-18134	Prestige Commercial Cleaning Services LLC	28367 Sand Canyon Rd #50	CANYON COUNTRY	CA	91387 (661) 670-1104
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) 951-7382
22	733-18047	Rony S Mendez	2451 E 130th Street	Compton	CA	90222 (213) 590-0781
23	152-18163	Rossey's Experience Cleaning Service Inc	1249 W 126th Street	COMPTON	CA	90222 (424) 366-8506
24	733-319	Balbina Hernandez	4045 Conlon Ave	Covina	CA	91722 -
25	152-18188	Family Cleaning Services, Inc	1045 N Azusa Avenue #36	COVINA	CA	91722 (626) 417-9784
26	733-7007	Jose I Morales	16826 E Benwood Street	Covina	CA	91722 (626) 353-7028
27	733-7059	Maria Christina Escobar	4015 N Foxdale Ave	Covina	CA	91722 (626) 960-3360

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OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
28	152-18184	Satisfied Cleaning Services Inc	5302 N Grantland Drive	COVINA	CA	91722 (626) 485-2544
29	733-18006	Veni Inc	648 E Swanee Lane	Covina	CA	91722 (626) 712-6183
30	152-18108	Hugo Rivero dba R H Cleaning	9602 Paramount Blvd	DOWNEY	CA	90240 (562) 991-2092
31	733-F18009	Marlene Hernandez	12020 S Bellflower Blvd	DOWNEY	CA	90242 (323) 979-6031
32	733-18062	Irene K Chiu	14475 Viva Dr	Eastvale	CA	92880 (909) 802-3765
33	152-18172	Purified Hygienic Cleaning Services Inc	11690 Ramona Blvd Apt 2	EL MONTE	CA	91732 (626) 230-6232
34	733-7064	Jorge Romero	16590 Sevilla Ave	FONTANA	CA	92335 (626) 419-6732
35	733-F18008	Manuel Franco	420 W Maple St	Glendale	CA	91204 (818) 209-3436
36	152-18116	V & M Commercial Cleaning LLC	1754 Burton Rd	GLENDORA	CA	91740 (626) 922-1287
37	733-F583	Curtis Williams	16955 Blackhawk Street	GRANADA HILLS	CA	91344 (818) 201-6965
38	733-7046	Clemer Ramon Ayros	11617 Eucalyptus Ave	Hawthorne	CA	90250 (310) 502-2478
39	152-18179	Quality Service Commercial Cleaning LLC	4358 W 133rd Street	HAWTHORNE	CA	90250 (310) 614-4271
40	152-18147	Taza Clean Inc	4046 W 132nd Street Apt 231	HAWTHORNE	CA	90250 (310) 343-9510
41	733-F18090	Susana Lopez	6110 Riverside Ave	HUNTINGTON PARK	CA	90255 (323) 771-3714
42	733-7074	Maria S Juarez	920 1/2 Ash Ave	INGLEWOOD	CA	90301 (310) 387-8737
43	152-18187	Munguia's Cleaning Services Inc	10210 Felton Avenue Apt 2	INGLEWOOD	CA	90304 (619) 791-0364
44	152-18186	DE Original Cleaning LLC	14622 Hartsville Street	LA PUENTE	CA	91744 (310) 928-5990
45	152-18132	Jollie's Cleaning Service LLC	838 Orrington Avenue	LA PUENTE	CA	91744 (626) 602-6602
46	733-7054	Leonidas Serrano	11687 Remington St	LAKEVIEW TERRACE	CA	91342 (818) 621-1264
47	733-7057	Maria E Loyola	11885 Vanpor Avenue	Lakeview Terrace	CA	91342 (818) 744-3843
48	152-18149	5 Star Cleaning Services Inc	2213 Rosewood Avenue	LANCASTER	CA	93535 (661) 390-3161
49	733-T18057	Alejandro Estrada Padilla	1839 Grandville Way	LANCASTER	CA	93535 (661) 675-5066
50	733-7022	Carlos Sanchez Vasquez	43601 33rd Street East	LANCASTER	CA	93535 (805) 407-5517
51	733-18025	Dolores Vidal	43936 Magnolia Drive	LANCASTER	CA	93535 (818) 573-0507
52	152-18169	Judy Do It Commercial Cleaning LLC	43534 Kirkland Ave Apt 258	LANCASTER	CA	93535 (678) 600-3946
53	152-18136	Plan B & D Cleaning Team LLC	6121 W Spice Street	LANCASTER	CA	93536 (661) 943-9665
54	152-18114	Nerbethez LLC	14724 1/2 Freeman Avenue	LAWNDALE	CA	90260 (323) 327-1516
55	152-18168	Klean It Up Cleaning Services Inc	1210 E 52nd Street #3	LONG BEACH	CA	90805 (562) 726-6985
56	152-18170	4 Js Cleaners LLC	4717 Lily Crest Avenue	LOS ANGELES	CA	90029 (323) 633-7767
57	733-F18076	Alan Alois Landaverde	5112 Meridian Street	LOS ANGELES	CA	90042 (818) 288-8997
58	733-18071	Amanda Artica	322 W 77th Street	LOS ANGELES	CA	90003 (213) 481-8275
59	152-18099	Beatriz C Lopez dba Evercleanest Janitorial Services	263 1/2 W 41st Street	LOS ANGELES	CA	90037 (323) 559-8613

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OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
60 152-18141	Best in the West Cleaning Services LLC	1426 East 55th	LOS ANGELES	CA	90011	(310) 903-6779
61 733-7039	Calixto Morales	1455 Meadowbrook Avenue	LOS ANGELES	CA	90019	(310) 869-3034
62 733-18048	Daniel Guzman Lopez	252 E 87th St	Los Angeles	CA	90003	(562) 305-3828
63 733-18049	ECMA Maintenance, LLC	2420 1/2 Houston Street	LOS ANGELES	CA	90033	(323) 533-8090
64 733-7051	Gedyon Gebrehiwot	1801 W Adams Blvd #105	LOS ANGELES	CA	90018	(323) 476-8942
65 152-18143	Gil Cleaning Services Inc	1553 E 111th Street	LOS ANGELES	CA	90059	(323) 220-3516
66 152-18138	I Cann Clean LLC	173 East 45th Street	LOS ANGELES	CA	90011	(323) 610-8082
67 152-18121	JK Commercial Cleaning LLC	339 S Ardmore Avenue Apt 228	LOS ANGELES	CA	90020	(213) 507-4298
68 733-18079	Juan DeLeon	9617 S Broadway Apt #4	LOS ANGELES	CA	90003	(213) 399-1815
69 733-18032	Juan Jose Castaneda	848 N Normandie Ave Apt #3	LOS ANGELES	CA	90029	(323) 326-8720
70 733-7089	Karla Lopez	3870 Revere Ave	Los Angeles	CA	90039	(323) 490-6200
71 152-18185	Maria's Cleaning Services Inc	112 W Colden Avenue	LOS ANGELES	CA	90003	(323) 891-3967
72 152-18106	Marilee Franquez dba Franquez Cleaning	5127 Coringa Drive	LOS ANGELES	CA	90042	(323) 947-5002
73 152-18117	MDM Commercial Cleaning LLC	1209 E 25th Street	LOS ANGELES	CA	90011	(626) 492-6901
74 733-7088	Miguel Godoy Moreno	2910 Leeward Ave #107	Los Angeles	CA	90005	(213) 480-4895
75 152-18105	Neil Richard Lopez dba Lo-Pro Services	3810 Glenalbyn Drive	LOS ANGELES	CA	90065	(323) 439-6988
76 152-18130	Personal Touch Commercial Cleaning, LLC	1818 Ripple St #103	LOS ANGELES	CA	90039	(626) 226-6309
77 152-18160	Pro Cleaning Services LLC	1658 W 107th Street	LOS ANGELES	CA	90047	(708) 372-2565
78 152-18164	RC Commercial Cleaning LLC	1648 E 50th Street	LOS ANGELES	CA	90011	(323) 406-4881
79 733-18010	Roxana Conde	2282 Cambridge Street #100	Los Angeles	CA	90006	(323) 363-1129
80 733-7035	Ruben Abundis Ramos	1223 S Townsend Ave	LOS ANGELES	CA	90023	(323) 572-3951
81 152-18146	S C South-Cal Maintenance LLC	1646 W 38th Place	LOS ANGELES	CA	90062	(213) 716-7046
82 152-18152	Sandoval Cleaning Service, Inc	137 E 110th Street	LOS ANGELES	CA	90061	(323) 395-1642
83 152-18123	Spotless Sanitation LLC	5728 Fayette Street	LOS ANGELES	CA	90042	(323) 839-9141
84 152-18122	Super Clean LLC	5847 S Wilton Place	LOS ANGELES	CA	90047	(310) 654-7423
85 152-18178	Taylor Maid Smart Cleaning LLC	9407 Pace Avenue	LOS ANGELES	CA	90002	(310) 962-5320
86 152-18115	Top2Bottom of Los Angeles LLC	P O Box 64224	LOS ANGELES	CA	90064	(323) 707-5766
87 152-18125	Andrew Vasquez Commercial Cleaning LLC	3542 Los Flores Blvd	LYNWOOD	CA	90262	(323) 514-4897

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OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
88	733-18059 DSB Cleaning Services, Inc	243 S Montebello Blvd Apt B	Montebello	CA	90640	(323) 331-7849
89	152-18154 Total Cleaning Services, Inc	409 N Raywood Ave	MONTEBELLO	CA	90640	(562) 658-7490
90	152-18181 Skilled Commercial Cleaning Services LLC	22811 15th Street	NEWHALL	CA	91321	(818) 640-9232
91	733-F567 Gladys Elizabeth Bustamante	7806 Whisett Ave	North Hollywood	CA	91605	(818) 679-6726
92	152-18120 MLF Services, LLC	11737 Hart Street	North Hollywood	CA	91605	(818) 399-3303
93	733-7030 Reyes Tinoco	6726 Cleon Avenue	North Hollywood	CA	91606	(818) 985-6504
94	152-18124 JM Commercial Cleaning LLC	17926 Schoenborn Street # 1	NORTHRIDGE	CA	91325	(818) 983-4077
95	152-18107 Vilma Yolanda Arreola dba J-A-M Cleaning C	18758 Roscoe Blvd	NORTHRIDGE	CA	91324	(818) 675-7023
96	152-18097 Delmi Rosario Guzman dba Guzman Cleaning Svcs	14545 Elmcroft Avenue	NORWALK	CA	90650	(562) 822-1962
97	733-7090 Mercedes E Cisneros	13916 Holcourt Ave	Norwalk	CA	90650	(562) 822-8127
98	733-F251 Martha Ocegueda	301 E Cedars St , Apt 52	ONTARIO	CA	91761	(909) 631-8571
99	733-7062 Humberto M Lopez	12595 Mercer Street	Pacoima	CA	91331	(818) 439-7536
100	733-7055 Carolina Manjarrez	37263 Massa Ct	Palmdale	CA	93552	(818) 613-6209
101	152-18144 Cojti Cleaning Inc	38032 5th St East Apt 74	PALMDALE	CA	93550	(661) 349-2857
102	152-18112 Idania Del Cid Cleaning Services L L C	16600 High Acres Ave	PALMDALE	CA	93591	(310) 954-6808
103	733-7086 Ignacia Alcocer	2538 Ave R	PALMDALE	CA	93550	(661) 441-2397
104	152-18158 Optimum Cleaning Services LLC	37847 Santoro Way	PALMDALE	CA	93550	(661) 576-9924
105	152-18175 Rad Butler's Maintenance Company Inc	6917 Patterson Way	PALMDALE	CA	93552	(818) 336-8115
106	733-F549 Ana Letecia Madrid	9010 Tobias Ave APt 349	PANORAMA CITY	CA	91402	(818) 675-1462
107	733-18082 Jeovanni Delgado	2000 New Port Ave	Pasadena	CA	91103	(626) 375-7251
108	733-18003 Marisol G Vacio	333 Barthe Dr	Pasadena	CA	91103	(323) 483-4117
109	733-18058 EP Cleaning Service Inc	150 W Foothill Blvd	POMONA	CA	91767	(626) 513-3330
110	733-18027 Oscar Dimas	5523 Harmony Ln	Quartz Hill	CA	93536	(323) 620-0611
111	152-18098 Rosa Laura Vera dba Diamond Cleaning Co	19609 Sherman Way, Apt 344	RESEDA	CA	91335	(818) 442-7158
112	733-18053 Dayse D Salinas	18644 Marimba St	Rowland Heights	CA	91748	(626) 363-3312
113	152-18183 Lynnia LLC	2715 La Cueva Drive	ROWLAND HEIGHTS	CA	91748	(626) 695-5339
114	152-18104 Carlos F Melgar	P O Box 4008	SAN DIMAS	CA	91773	(909) 215-3026
115	152-18174 Bright Advantage LLC	27368 Santa Clarita Road	SANTA CLARITA	CA	91350	(818) 730-8886
116	733-7000 Maria Candelaria Alfaro	1517 Merced Avenue #51	South El Monte	CA	91733	(626) 453-3676
117	733-18083 Efren Franco	3330 Tweedy Blvd	SOUTH GATE	CA	90280	(310) 722-7485

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc Support Center

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
118	152-18145 Y and L Cleaning LLC	11703 Pennsylvania Avenue	SOUTH GATE	CA	90280	(562) 415-4483
119	733-18036 Lunas Janitorial	7727 Backman Ave	Sun Valley	CA	91352	(818) 331-4121
120	733-18052 Pedrina Arguera	12323 Roscoe Blvd	SUN VALLEY	CA	91352	(818) 252-4987
121	152-18165 Perfect Cleaning Services Inc	10730 New haven St Unit 2	SUN VALLEY	CA	91352	(818) 571-3303
122	152-18110 D & E Cleaners, LLC	15071 Astoria Street	SYLMAR	CA	91342	(818) 298-7496
123	152-18162 Agape Cleaning Excellence LLC	2396 Crenshaw Blvd	TORRANCE	CA	90501	(619) 577-6183
124	152-18139 Be Clean Services LLC	8154 Landong #109	VAN NUYS	CA	91406	(818) 770-4114
125	733-18068 Javier Rodrigo	6200 Hazeltine Ave	VAN NUYS	CA	91401	(818) 268-5175
126	733-7021 Onecimo T Castrejon	17154 Saticoy Street	Van Nuys	CA	91406	(818) 344-5122
127	733-F513 Sonia Cabrera	14630 Saticoy St Apt 237	VAN NUYS	CA	91405	(818) 336-0592
128	152-18171 Terrell's Smart Clean LLC	15921 Haynes Street	VAN NUYS	CA	91406	(818) 401-3007
129	152-18133 Arturo's Commercial Cleaning LLC	20701 Van Owen Street #44	WINNETKA	CA	91306	(818) 913-3114
130	152-18100 Viviana A Di Nunzio dba Lionel Cleaning	6500 Lake Mead Blvd	LAS VEGAS	NV	89108	(323) 215-5716
131	733-18044 Enrique A Rodriguez	3532 Nordway Rd	Cleveland Heights	OH	44118	(626) 354-9174
CALIFORNIA - FRESNO SUPPORT CENTER ¹						
1	154-12081 Socorro's Cleaning LLC	3771 Park Ave	ALPAUGH	CA	93201	(559) 736-8127
2	766-F5123 Abel Gonzalez	7119 Silver Spray Ave	Bakersfield	CA	93313	(661) 303-3258
3	766-F5157 Ana Melia Vargas	3020 DORE DR	BAKERSFIELD	CA	93304	(661) 379-9293
4	766-F5212 Azucena Sanchez	1348 South Fairfax Road	Bakersfield	CA	93307	(661) 427-8229
5	766-1155 Bertha M De Lemus	3608 Jean	BAKERSFIELD	CA	93306	(661) 203-9251
6	154-12018 Brenda E Castaneda dba Professional Cleaning Brenda	5515 Summer Cypress Drive	BAKERSFIELD	CA	93313	(661) 472-6374
7	766-F5222 Carmen Ochoa	114 Claudia Autumn Dr	Bakersfield	CA	93314	(661) 212-3448
8	154-12036 Carreon Services LLC	7709 Quest Street	BAKERSFIELD	CA	93307	(661) 390-1338
9	154-12077 Cleaning Connection, LLC	7808 N Laurelglenn Blvd Apt C	BAKERSFIELD	CA	93309	(661) 201-9342
10	766-F5240 Cristina Sanchez	4514 Iron Mountain Court	Bakersfield	CA	93311	(661) 376-3333
11	154-12073 Crystal Clear Janitorial Service, LLC	6220 KEY WEST DR	BAKERSFIELD	CA	93313	(661) 379-1094
12	154-12024 F&R Super Cleaner	5907 Sherwood Lake Ct	BAKERSFIELD	CA	93313	(818) 590-5337
13	766-5018 Fausto Gonzalez	2207 San Marino Drive	Bakersfield	CA	93309	(661) 301-6678
14	766-T5118 Felipe Martinez	4508 Sun Devils Avenue	Bakersfield	CA	93313	(661) 834-3717
15	766-5042 Fernando Pantoja	3304 RIDGEMONT ST	BAKERSFIELD	CA	93313	(661) 549-2842
16	766-5017 Francisco Reinoso	2600 Cardinal Ave	Bakersfield	CA	93306	(661) 314-4032

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
17 766-T5166	Guadalupe R. Ramirez dba Guadalupe's Cleaning Services	12716 SCHOONER BEACH DR	BAKERSFIELD	CA	93311	(661) 212-7425
18 766-F5252	Guillemina Gomez	509 Bridle Ave	BAKERSFIELD	CA	93307	(818) 744-3009
19 766-T5164	Heren Arreola	6604 Squall Place	Bakersfield	CA	93313	(661) 364-6978
20 154-12014	Imelda's Cleaning Service	1905 Montgomery Avenue	BAKERSFIELD	CA	93304	(323) 350-3276
21 154-12058	JD Lopez Squeakee Clean, LLC	1801 LOTUS LANE	BAKERSFIELD	CA	93307	(559) 371-6642
22 766-F5190	Letty Acuna	5805 PORTERFIELD AVE	BAKERSFIELD	CA	93307	(661) 302-9490
23 154-12047	Lilly's Cleaning, LLC	1907 Filson Street	BAKERSFIELD	CA	93307	(661) 203-0138
24 766-5103	Luis O. Gutierrez	2401 Belvedere Ave	BAKERSFIELD	CA	93304	(661) 837-2386
25 154-12085	M & T Janitorial Service LLC	3413 Margalo Ct	BAKERSFIELD	CA	93313	(661) 319-3159
26 766-5084	Maria Elena Carrillo	3444 Crescent Meadow Dr	BAKERSFIELD	CA	93308	(661) 335-1897
27 766-5008	Richard Mackey	520 Beverly Dr	Bakersfield	CA	93307	(661) 376-1673
28 766-F5236	Ruby Aguilar	8700 Exodus Lane	Bakersfield	CA	93312	(661) 932-1512
29 766-F5173	Victor Licea	2416 Boyd St	BAKERSFIELD	CA	93304	(909) 641-1410
30 766-F5133	Victoria Gutierrez	1704 SAINT HELEN'S AVENUE	BAKERSFIELD	CA	93304	(661) 834-9005
31 766-F5179	Mai Xiong	3104 Gideon Way	CERES	CA	95307	(209) 485-2933
32 766-F5254	Rodriguez Cleaning Services	585 Spruce Court	CHOWCHILLA	CA	93610	(559) 307-4863
33 766-F5224	Chai Lee	290 W Santa Ana Ave	CLOVIS	CA	93612	(559) 519-1499
34 154-12027	Golden Key Financial Services, Inc	1390 San Gabriel Ave	CLOVIS	CA	93612	(559) 765-8161
35 154-12082	Moua's Janitorial Services, LLC	1678 Gettysburg Ave	CLOVIS	CA	93611	(559) 213-4017
36 766-F5193	Soua Lee	2344 Austin Ave	CLOVIS	CA	93611	(559) 304-0134
37 766-F12005	Tim Miracle	862 W Santa Ana Ave	Clovis	CA	93612	(559) 776-2526
38 766-12010	Leonor Rodriguez Oregel dba Secured Cleaning Services	1191 Bainum Avenue	CORCORAN	CA	93212	(559) 707-0125
39 154-12086	YP CLEANING LLC	8035 Griggs Rd	DINUBA	CA	93618	(559) 901-0441
40 766-F5143	Hai See	243 Chandler St	Farmersville	CA	93223	(559) 623-6264
41 154-12013	Julietta Sosa dba Sosa's Cleaning Services	1560 Cardella Street	FIREBAUGH	CA	93622	(559) 517-1000
42 154-12052	D & D Cleaning Service, LLC	450 S Fowler	FOWLER	CA	93625	(559) 852-1064
43 154-12031	A&B Complete Cleaning, LLC	2319 S Price Ave	FRESNO	CA	93725	(559) 307-9051
44 766-T5255	A T Janitorial Service	4097 N Atlas Way	Fresno	CA	93705	(559) 288-9894
45 154-12069	Ace Ultra Clean, LLC	4515 E Balch Ave	FRESNO	CA	93702	(559) 307-5459
46 766-5100	Amy Defigh	4104 W Cortland Ave	FRESNO	CA	93722	(559) 400-5328
47 766-5078	Arthur J. Stehlik Jr	1545 N Arthur Avenue	Fresno	CA	93728	(559) 433-5732

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc Support Center

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
48	766-5036	Ashili Xiong	221 South BUSH Avenue	FRESNO	CA	93727 (559) 456-1893
49	766-5006	Bee Yang	2718 N Grantland Ave	FRESNO	CA	93723 (55) 934-9413
50	154-12044	BJP Commercial, Inc	3522 E ALTA AVE	FRESNO	CA	93702 (559) 970-9852
51	154-12054	BLY Cleaners, LLC	2663 S 9th Street	FRESNO	CA	93725 (559) 288-2565
52	154-12071	Buchanan's Janitorial Service, LLC	1755 E Roberts Ave #202	FRESNO	CA	93710 (599) 614-2824
53	154-12021	Central Valley Envirocare	1811 N Dearing Ave	FRESNO	CA	93703 (559) 287-1726
54	766-5101	Chao Vang	2030 E WHITE AVE # 101	FRESNO	CA	93701 (559) 259-0430
55	154-12025	Chee Vang dba Chee Vang	4220 E Andrews Avenue	FRESNO	CA	93726 (559) 259-0298
56	154-12075	Clean Sweep Commercial, LLC	4454 E Fountain Way	FRESNO	CA	93726 (559) 260-3222
57	154-12070	Cleaned Rite, LLC	4878 E LEISURE Ave	FRESNO	CA	93727 (559) 614-4809
58	766-F5180	Custodial Enterprise, LLC	5321 West Fedora Ave	Fresno	CA	93722 (559) 375-6421
59	154-12078	Dust Master Cleaning Service	3136 E Acacia Ave	FRESNO	CA	93726 (559) 213-7302
60	154-12016	Efrain De Jesus Velarde dba Velarde Maintenance	2211 W Pico Avenue	FRESNO	CA	93705 (559) 430-6608
61	154-12074	Ethan's Janitorial, LLC	4501 W Manning Ave	FRESNO	CA	93706 (559) 803-1951
62	766-F5213	Gene Moua	885 W HAWES AVE	FRESNO	CA	93706 (559) 801-3533
63	154-12022	Jamison K Conley dba Conley Janitorial	P O BOX 19081	FRESNO	CA	93790 (559) 273-8435
64	766-F5230	Javier Gutierrez	5328 E Truman Ave	FRESNO	CA	93725 (559) 475-2831
65	766-5003	Jorge I Chavez	5417 E Byrd Avenue	Fresno	CA	93727 (559) 994-2760
66	766-F5253	Kay K Moua d/b/a MS Janitor Service	1352 S Sylmar Ave	Fresno	CA	93727 (559) 385-9066
67	154-12019	Ker Vue dba Ker's Cleaning	4599 E Edna Ave	FRESNO	CA	93725 (559) 761-9026
68	766-T5210	Logics Janitorial Service	3854 E Indianapolis	Fresno	CA	93726 (559) 708-7832
69	766-5012	Mai Lee	6135 N Tenth Street	FRESNO	CA	93710 (559) 288-2092
70	154-12083	Miracle Cleaning LLC	4643 E Lowe Ave	FRESNO	CA	93702 (559) 412-6144
71	766-5094	Northern Cleaning Service LLC	2225 N JACKSON AVE	FRESNO	CA	93703 (559) 288-6321
72	766-5104	Ofelia Castellanos	5111 W University Avenue	Fresno	CA	93722 (559) 367-5783
73	766-F5150	Orlanda D Lopez	5754 E Booker	Fresno	CA	93727 (559) 451-6935
74	766-5098	Pao Vue	5728 E Florence	Fresno	CA	93727 (559) 455-3694
75	154-12062	Peter Xiong Janitorial Service, LLC	1850 W La Sierra Dr	FRESNO	CA	93706 (916) 256-7975
76	154-12026	Precision Cleaning Service, LLC	820 N Bengston Avenue	FRESNO	CA	93728 (559) 577-5783
77	154-12053	R & L Cleaning 2 The Max, LLC	3611 E Rialto Ave	FRESNO	CA	93726 (559) 709-1914
78	154-12072	R & T Service, LLC	2618 N College Ave #102	FRESNO	CA	93704 (559) 727-1221
79	766-T5191	Rocky Yang	6079 E Hampton Way	FRESNO	CA	93727 (559) 722-2300
80	154-12040	TC Super Clean, LLC	4597 E LAURITE AVE	FRESNO	CA	93725 (559) 375-4029
81	766-5086	Thao Xiong	5040 E Carmen Avenue	FRESNO	CA	93727 (559) 394-7165

Exhibit E to Janitorial Franchise Disclosure Document

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
82	154-12087	Titan Cleaners LLC	3219 E Ashlan Ave	FRESNO	CA	93726 (559) 283-3521
83	154-12079	TNG Janitorial Services LLC	2309 N Price Ave	FRESNO	CA	93703 (559) 458-9163
84	154-12037	Totally Green Building Maintenance	6748 E REDLANDS AVE	FRESNO	CA	93727 (408) 607-1174
85	766-5020	Tria Y Vang	347 S HUGHES AVE	FRESNO	CA	93706 (559) 978-6290
86	154-12065	Trinity's Cleaning Express, LLC	4960 E Hoxie Ave	FRESNO	CA	93725 (559) 614-5163
87	154-12045	Vang's Best Cleaning, LLC	4675 E Princeton Ave	FRESNO	CA	93703 (559) 519-2678
88	154-12023	Vanguard Cleaning Service, LLC	5778 W MESA AVE	FRESNO	CA	93722 (559) 862-5324
89	766-1129	Victor De La O	P O Box 15334	Fresno	CA	93702 (559) 790-2839
90	154-12029	Xiong Cleaning Services, LLC	6061 E Hampton Way	FRESNO	CA	93727 (559) 369-3727
91	766-5110	Yer Xiong	2373 S WOODROW Ave	FRESNO	CA	93725 (559) 456-1035
92	766-5038	Yia Vue (Kate)	5927 E WASHINGTON AVE	FRESNO	CA	93727 (559) 916-1939
93	766-5045	Yong Xiong (Chue)	3122 E Illinois Ave Apt # 102	FRESNO	CA	93702 (559) 266-1665
94	766-F5168	Zoua Yang	6212 E Sussex Way	FRESNO	CA	93727 (559) 708-0331
95	766-F5233	Carmen Arellano	1198 GREENFIELD AVE	HANFORD	CA	93230 (559) 380-5725
96	766-F5242	Estela Diaz	6994 N 11th Avenue	HANFORD	CA	93230 (559) 469-6632
97	154-12028	FC Cleaners, LLC	10801 Thompson Drive	HANFORD	CA	93230 (559) 309-7522
98	154-12066	Ibarra Cleaning, LLC	422 Kimball Ln	HANFORD	CA	93230 (559) 670-4909
99	154-12060	OB Zepol, LLC	1329 Davis St	HANFORD	CA	93230 (559) 530-5411
100	766-F5232	Elvia A Ortega	14112 W "B" Street	KERMAN	CA	93630 (559) 916-7312
101	766-F5226	Leticia Huesca	790 S 18th Ave	KERMAN	CA	93630 (559) 304-6225
102	766-F5163	Lydia Pina	567 Lum Drive	Kerman	CA	93630 (559) 930-4290
103	154-12084	Ortega's Cleaning LLC	804 S 18th Street	KERMAN	CA	93630 (559) 367-6370
104	154-12059	Shine 'N Clean LLC	17617 W BELMONT AVE	KERMAN	CA	93630 (559) 232-4297
105	766-F5181	Emy's Janitorial Service	P O Box 498	LATON	CA	93242 (559) 270-7052
106	766-5071	Regino Flores	550 E Hanford Armona Rd # 140	LEMOORE	CA	93245 (559) 924-2778
107	766-F5219	Youa Thao	1063 E Hickory St	Lindsay	CA	93247 (559) 289-0971
108	154-12034	Castillo Perez Family, LLC	650 Bernardi Ave	MADERA	CA	93637 (559) 871-9713
109	154-12067	Clean Establishment, LLC	21360 GLENN OAKS RD	MADERA	CA	93638 (559) 975-5782
110	154-12051	K & C Cleaning Services, LLC	1508 Robinwood Way	MADERA	CA	93638 (559) 416-0185
111	154-12041	Omar Janitor, LLC	1320 Mission Street	MADERA	CA	93638 (559) 706-0547
112	154-12049	One Main Janitorial, LLC	1416 WESSMITH WAY	MADERA	CA	93638 (559) 481-2512
113	766-F5256	T & M Janitorial Services	1416 Wessmith Way	MADERA	CA	93638 (559) 474-7319

Exhibit E to Janitorial Franchise Disclosure Document

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
114	766-T5250	Teresa Arreguin	1416 Robinwood Way	MADERA	CA	93638 (818) 263-7218
115	154-12020	Alma Diaz dba Alma's Quality Service	7355 S Hill Avenue	ORANGE COVE	CA	93646 (559) 480-6804
116	766-F5225	Esther Martinez	1352 N Lowery St	PORTERVILLE	CA	93257 (559) 723-4374
117	766-5090	Rosita Astorga	1595 N Lime St	Porterville	CA	93257 (559) 202-8470
118	154-12076	Tapia's Cleaning, LLC	554 W Morton Ave #18	PORTERVILLE	CA	93257 (503) 644-5473
119	766-F5220	Juan Pueblas	1410 N Hemlock	Reedley	CA	93654 (559) 305-6258
120	766-5064	Roberto Agama	918 E Santa Rosa	REEDLEY	CA	93654 (559) 579-9298
121	154-12046	Walten's Janitorial Connection, LLC	45614 DASSWOOD COURT	TEMECULA	CA	92592 (559) 475-2770
122	154-12035	A & H Cleaning, LLC	1540 W JULIET AVE	TULARE	CA	93274 (559) 467-6216
123	766-5074	Irma Ballesteros	648 INVERESS ST	TULARE	CA	93274 (661) 229-8874
124	154-12068	All Purpose Cleaning, LLC	333 E Walnut Ave	VISALIA	CA	93277 (559) 369-5678
125	766-5079	Esther N Bonoan	2846 W Porter Court	Visalia	CA	93291 (559) 280-3161
126	766-F5127	Kaew See	840 W Vine Ave	VISALIA	CA	93291 (559) 627-6829
127	766-5077	Kher Vang	130 E Babcock Ave	Visalia	CA	93291 (559) 471-9909
128	766-5095	Kong See	1907 N RINALD ST	VISALIA	CA	93291 (559) 786-2751
129	766-5093	Oani's Janitorial Service	410 N Amador	VISALIA	CA	93292 (805) 478-3069
130	766-1109	Pedro Vargas	1336 W Wren Drive	VISALIA	CA	93291 (559) 590-9010
131	766-F5205	Saimon Saephan	30662 COTTONTAIL ST	VISALIA	CA	93291 (559) 280-0518
132	766-12007	Sarn Silpachai dba Cleaner Structure	3241 W Payson Ave	VISALIA	CA	93291 (559) 802-2640
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-F3170	Juan Martinez	1458 Sterling Ave	Carpinteria	CA	93013 (805) 982-0592
4	722-1117	Ramon Granados	1300 Dahlia Ct #22	Carpinteria	CA	93013 (805) 722-5508
5	722-1076	Martin Pereda	7577 Hempstead Avenue	GOLETA	CA	93117 (805) 680-8273
6	722-T3136	Thomas Outmet	17355 Chatsworth Street #6	Granada Hills	CA	91344 (805) 501-2722
7	155-3209	E & I Cleaning Services, LLC	1455 Ramona Ave , Apt 1	GROVER BEACH	CA	93433 (805) 202-1580
8	155-3187	Mrs Paulina Santana dba Huchin Cleaner Service	P O Box 1355	GROVER BEACH	CA	93433 (805) 602-7694

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
9	722-3091	Raul Echeverria	P O Box 704	Grover Beach	CA	93483 (805) 710-0038
10	155-3191	Green Cleaning Services LLC	PO Box 2923	LOMPOC	CA	93438 (805) 588-5783
11	155-3201	Richard Yang Cleaning Services LLC	636 N Sixth Street	LOMPOC	CA	93436 (805) 588-6259
12	722-1063	Stanley M Long	P O Box 1643	Lompoc	CA	93438-1 (805) 757-2635
13	722-3068	Cesar Lopez Ramos	1910 11th Street Apt B	LOS OSOS	CA	93402 (805) 806-0946
14	722-F3115	Ruben Garcia Uribe	611 Los Osos Valley Rd	LOS OSOS	CA	93402 (805) 748-3291
15	722-1047	Rogelio Sanchez	6595 Duke Street	Moorpark	CA	93021 (805) 298-2727
16	722-2000	Sonia Baltazar	12508 James Weak Avenue	Moorpark	CA	93021 (805) 217-5501
17	722-F3131	Julio E Mendoza	395 Surf Street	MORRO BAY	CA	93442 (805) 441-4836
18	722-3046	Augusto Gennell	3837 Calle Clara Vista	Newbury Park	CA	91320 (805) 795-1101
19	722-3030	Elias Medina	1692 Calle Turquesa	Newbury Park	CA	91320 (619) 980-5283
20	155-3185	Jose Francisco Gonzalez dba Quality Healthy Cleaning	3065 Lodgewood Street	NEWBURY PARK	CA	91320 (805) 368-3731
21	155-3203	Marimar Cleaning Service Inc	674 Paseo La Perla	NEWBURY PARK	CA	91320 (805) 231-7280
22	155-3212	Nathan & Jarreds Cleaning Services LLC	504 Banyan Place	NIPOMO	CA	93444 (805) 574-0010
23	722-1154	Ricardo Hernandez	P O Box 499	OAK VIEW	CA	93022 (805) 861-7641
24	722-F3162	Enrique Echeverria	1323 19th Street	Oceano	CA	93445 (805) 473-3527
25	155-3190	JM Cleaning Services LLC	P O Box 916	OCEANO	CA	93475 (805) 540-1643
26	155-3189	Johann's Cleaning Services LLC	1329 19th Street	OCEANO	CA	93445 (805) 709-1528
27	722-1147	Juan C Cervantes	2350 Paso Robles St	OCEANO	CA	93445 (805) 473-1952
28	722-1106	Alfonso Ochoa	3530 Keel Avenue	Oxnard	CA	93035 (805) 469-2882
29	722-F3141	Baldemar Ambriz	405 W Birch Street	Oxnard	CA	93033 (805) 890-4030
30	722-F3113	Claudia Villanueva	1301 Hull Pl Apt 1	Oxnard	CA	93030 (805) 407-5074
31	155-3210	E & K Cleaning Services, LLC	3101 W Hemlock Street	OXNARD	CA	93035 (805) 342-9932
32	722-2023	Elvira Rojas	914 Saratoga Street	Oxnard	CA	93035 (805) 248-2485
33	722-3061	Everardo Hernandez	3121 South B Street	Oxnard	CA	93033 (805) 844-9270
34	722-1126	Ferdie S De Jesus	1878 Socorro Way	OXNARD	CA	93030 (805) 216-0947
35	155-3199	Franky and Fer Cleaning Services LLC	4860 Alexander Drive	OXNARD	CA	93033 (805) 290-2151
36	722-F3145	Javier Lopez	1263 W Iris Street	Oxnard	CA	93033 (805) 443-1957
37	722-2005	Jose Garcia	1201 Entrada Drive	Oxnard	CA	93030 (805) 444-6357
38	722-1097	Josefina Leon	1421 Quincy Street	Oxnard	CA	93033 (805) 844-2848
39	722-F3163	Nancy DeHuma	1025 Saratoga Street	Oxnard	CA	93035 (805) 804-0298
40	155-3196	New Generation Cleaning Service, LLC	1907 Kensington Lane	OXNARD	CA	93030 (805) 340-9198
41	722-F3166	Nicolas Sanchez	3411 S "G" Street	Oxnard	CA	93033 (805) 407-0832

Exhibit E to Janitorial Franchise Disclosure Document

COVERALL NORTH AMERICA, INC AND MELTON FRANCHISE SYSTEMS, INC ¹
OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
42 722-F3152	Rigoberto Bedolla Romero	4200 San Simeon Drive	Oxnard	CA	93033	(805) 551-6565
43 722-3073	Santiago Hernandez	841 Yale Place	Oxnard	CA	93033	(805) 844-9142
44 155-3198	Teamwork Services, LLC	931 Blanca Place	OXNARD	CA	93036	(805) 401-2583
45 722-T3143	Yolanda Velazquez	2120 Beaufort Drive	Oxnard	CA	93033	(805) 816-9179
46 722-3087	Alberto Aguilar Rendon	1037 Nanette Lane	PASO ROBLES	CA	93446	(805) 591-7067
47 722-3075	Maria Esperanza Loranca	1242 Katherine Court	Paso Robles	CA	93446	(805) 237-1639
48 722-3036	Rosa Rendon	P O Box 3962	Paso Robles	CA	93447	(805) 423-4496
49 155-3176	Shelly Lynn Montoya dba Shelly Lynn Montoya	P O Box 4751	PASO ROBLES	CA	93447	(620) 521-7031
50 722-F3124	Martin G Balderas	213 Sharon Lane	Port Hueneme	CA	93041	(805) 290-3468
51 155-3208	Sweet Dreams Cleaning Services LLC	2593 Tiller Avenue	PORT HUENEME	CA	93041	(805) 758-4480
52 722-3088	Manolito Morales	1878 Lima Drive	SAN LUIS OBISPO	CA	93405	(805) 234-5002
53 155-3211	Noemi's Cleaning, LLC	3860 S Higuera St Space 254	SAN LUIS OBISPO	CA	93401	(805) 704-5153
54 722-2001	Francisco Ramirez	155 San Angelo Ave Apt F	SANTA BARBARA	CA	93111	(805) 452-6620
55 155-3193	Fresh & Green Cleaning Services, LLC	4002 Via Lucero St , Apt # 5	SANTA BARBARA	CA	93110	(805) 637-7197
56 722-3062	Jose A Montanez	821 Vine Ave Apt B	Santa Barbara	CA	93101	(805) 722-2528
57 722-F3167	Juan G Aldapa	112 South Patterson Ave , Apt 106	SANTA BARBARA	CA	93111	(805) 324-2962
58 722-1139	Juan S Zamora	230 Grove Lane	Santa Barbara	CA	93105	(805) 570-4803
59 722-9003	Karina Lazaro	102 N Hope Ave	SANTA BARBARA	CA	93110	(805) 451-6195
60 722-F3103	Maria A Ocampo	5077 San Vicente Drive	SANTA BARBARA	CA	93111	(805) 570-2713
61 155-3202	A Clean Getaway, LLC	1637 Chianti Lane	SANTA MARIA	CA	93458	(805) 264-6028
62 722-F3157	Ana M Pereyra	3390 Willowood Road	SANTA MARIA	CA	93455	(805) 928-2082
63 155-3207	ANC Janitorial Services LLC	512 E Chapel St Apt C	SANTA MARIA	CA	93454	(805) 863-4483
64 722-F3120	Crisostomo Arandia	2039 Trinity Drive	Santa Maria	CA	93458	(805) 478-5155
65 722-F3126	David M Gomez	1381 Via Alta	Santa Maria	CA	93455	(805) 720-4027
66 155-3213	Del's Cleaning Services, LLC	1816 Canopy Drive	SANTA MARIA	CA	93458	(805) 363-0487
67 722-1107	Edgar A Sagisi	806 Blanche Court	Santa Maria	CA	93458	(805) 922-3200
68 722-F3153	Edna Valdez	1426 Denna Way	SANTA MARIA	CA	93454	(805) 922-9531
69 155-3206	Escuby Services LLC	320 W Grant Street	SANTA MARIA	CA	93458	(805) 354-3179
70 722-F3164	Frederick T Balano	2026 North Gaucho Way	Santa Maria	CA	93458	(805) 332-2283
71 722-F3098	Guadalupe Chagolla	817 Lavonne Dr	Santa Maria	CA	93454	(805) 260-6168
72 722-2024	Jay C Tadena	420 W Sunset Avenue	Santa Maria	CA	93458	(805) 260-4984
73 722-F3154	Mauro A Vidana	606 El Camino Street	SANTA MARIA	CA	93454	(805) 878-7163

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Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
74 155-3200	Mauros Cleaning Services LLC	606 E El Camino Street	SANTA MARIA	CA	93454	(702) 481-5838
75 722-T3149	Olivares Clean Team	1307 N Dejay Street	SANTA MARIA	CA	93458	(805) 621-3272
76 722-1143	Rafael Medel	1831 N Amy Way	Santa Maria	CA	93454	(805) 264-1672
77 722-2026	Richard Lagan	1032 Granada Street	SANTA MARIA	CA	93458	(805) 928-1846
78 722-3039	Rita B Babaran	1435 S Lark Court	SANTA MARIA	CA	93454	(805) 928-6023
79 722-2003	Roland H Jabonillo	P O Box 8724	Santa Maria	CA	93456-8	(805) 478-3149
80 722-F3106	Rosa Lopez	1920 McClelland Street #6	Santa Maria	CA	93454	(805) 260-3270
81 155-3175	Ruben Vargas dba Best Image Janitorial Service	202 W Williams	SANTA MARIA	CA	93458	(805) 363-7708
82 722-F3109	Violeta R Flores-Chavez	905 N Palisade Drive	Santa Maria	CA	93454	(805) 310-1054
83 722-3081	Francisco Aguayo dba On the Spot Blueline Carpet Steam Cleaning	311 N Citrus Street	SANTA PAULA	CA	93060	(805) 525-1199
84 722-1146	Manuel Briceno	416 N 7th Street	SANTA PAULA	CA	93060	(805) 990-3566
85 722-1083	S Maintenance & Construction Clean Up Inc	3319 Big Claw Circle	THOUSAND OAKS	CA	91360	(805) 807-1805
86 155-3214	MVR Cleaning Services, LLC	1155 Arcadia Place	VENTURA	CA	93003	(805) 628-6961
87 155-3204	Overaal Cleaning Inc	11357 Beechnut St	VENTURA	CA	93004	(805) 910-9223
88 155-3205	Queens Cleaning Service Inc	8847 Nye Road	VENTURA	CA	93001	(805) 651-7822
89 722-1091	Verdell Wilson	242 Alpine Avenue	Ventura	CA	93004	(805) 701-0271

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Franchise No	Franchised Business 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) 245-7929
2	2	100-1302	Demetrio R Deplata	1464 Shoreacres Drive	CHULA VISTA	CA 91915 (619) 370-4542
3	3	100-T1079	Diana A Plascencia	113 Madison Ave	CHULA VISTA	CA 91910 (619) 737-0347
4	4	100-T1215	Julio A Renteria	P O Box 67	CHULA VISTA	CA 91912 (619) 666-2941
5	5	100-1366	Priscilla Carmen Corral dba Dre Day Cleaning Service	936 W 18th St Apt D2	COSTA MESA	CA 92627 (951) 496-2130
6	6	100-1326	OHANA Cleaning Service	1830 Fallbrook Oaks Court	FALLBROOK	CA 92028 (760) 695-8544
7	7	100-F1187	Guadalupe Roman	41913 Mayberry Avenue	HEMET	CA 92544 (951) 901-3351
8	8	100-1406	Olean LLC dba SD Shiny Cleaning	4395 70th Street Apt 91	LA MESA	CA 91942 (619) 946-9308
9	9	100-1379	Solid Foundation Janitorial Services, LLC	7487 Mohawk Street Apt 12	LA MESA	CA 91942 (619) 313-7348
10	10	100-1380	White Quality Cleaning Services, LLC	23691 Cork Oak Circle	MURRIETA	CA 92562 (714) 366-5213
11	11	100-1321	Victor E Aguilar	150 Brisas Street	OCEANSIDE	CA 92058 (760) 216-1062
12	12	100-F956	Alexander Ocamoto	228 Terol Ct	San Diego	CA 92114 (619) 255-3509
13	13	100-F1156	Bernardo A Espiritu	6313 Stamen Court	San Diego	CA 92114 (619) 264-4508
14	14	100-F1175	Felipa Figueroa	3838 Coleman Avenue	SAN DIEGO	CA 92154 (619) 428-6807
15	15	100-1365	Gabriela Munoz de Garcia dba Quality Management	2482 "K" Street	SAN DIEGO	CA 92102 (619) 942-4141
16	16	100-F375	Jose R Maya	510 L Street	SAN DIEGO	CA 91911 (619) 585-8620
17	17	100-F1174	Miguel Madrigal Jr	1674 Palm Avenue Space #24	SAN DIEGO	CA 92154 (619) 852-9988
18	18	100-574	Rustico Castro	2985 Mission Village Drive	SAN DIEGO	CA 92123 (858) 243-3834
19	19	100-1413	Semper Fidelis Janitorial LLC	4141 Epsilon Street	SAN DIEGO	CA 92113 (619) 655-9514
20	20	100-F822T	Victor Zatarain	2688 "K" Street	San Diego	CA 92102 (619) 520-5305
21	21	100-1400	Dorina's Cleaning Service Inc	1260 W San Ysidro Blvd Apt 10	SAN YSIDRO	CA 92173 (619) 635-7606
22	22	100-F924	Karl Clark	2122 Ledgeside Lane	Spring Valley	CA 91977 (619) 463-8581
23	23	100-1386	Marites Cleaning Services LLC	9334 Polwarth Ct	LAS VEGAS	NV 89178 (760) 855-6167
ILLINOIS - CHICAGO SUPPORT CENTER						
24	1	101-2200	IRA Cleaning Company	10215 Kenilworth Ave	ALGONQUIN	IL 60102 (224) 388-6873
25	2	101-2255	DER Cleaning Corp	728 North Avenue	AURORA	IL 60505 (331) 452-2820
26	3	101-2157	R&E Cleaning, Inc	829 Gates St	AURORA	IL 60505 (331) 454-3624
27	4	101-2186	Manny's Fast Cleaning Inc	446 46th Ave	BELLWOOD	IL 60104 (708) 890-4639
28	5	101-2179	Pacing Forward Enterprise LLC	1817 Kenilworth Ave	BERWYN	IL 60402 (773) 655-9575

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
29	6	101-2137	D & M Cleaning Solutions, Inc	2616 S 10th Ave	BROADVIEW	IL	60155	(708) 674-0718
30	7	101-2095	JCD Cleaning Service Corporation	916 Garfield Dr	CARPENTERSVILLE	IL	60110	(847) 814-3114
31	8	101-2218	A Y A Cleaning LLC	324 West 101st Place	CHICAGO	IL	60628	(224) 258-9886
32	9	101-2235	Apilla Services Inc	11442 S Watkins Ave	CHICAGO	IL	60643	(708) 527-1665
33	10	101-359A	Corporate Structure, Inc	6147 S Rhodes	Chicago	IL	60637	(773) 255-8828
34	11	101-2199	Hollywood Janitorial Services LLC	6601 S Oakley Ave	CHICAGO	IL	60636	(773) 790-8855
35	12	101-2192	Paradise Cleaning Services Corporation	7954 South Chappel Ave	CHICAGO	IL	60617	(773) 512-5487
36	13	101-2221	Sikomando Cleaning Service Corp	920 W Lakeside Place, Apt 1911	CHICAGO	IL	60640	(773) 997-4517
37	14	101-2175	Taylor Maid Cleaning Inc	10718 S Wallace St	CHICAGO	IL	60628	(773) 818-3092
38	15	101-2182	Top Marks, Inc	3942 W Cornelia	CHICAGO	IL	60618	(773) 512-2566
39	16	101-554	Zuniga Cleaning Corporation	4440 W George St	CHICAGO	IL	60641	(773) 425-8267
40	17	101-2246	All Your Cares Cleaning Services Corporation	2232 E Gaisor Dr	CRETE	IL	60417	(219) 384-9334
41	18	101-F885	23rd Letter Commercial Cleaning, Inc	15224 Dante	DOLTON	IL	60419	(708) 466-4025
42	19	101-2156	Top Notch Impressions, Inc	15708 S University	DOLTON	IL	60419	(708) 265-8285
43	20	101-2205	Trambles Enterprises, Inc	14827 Oak Street	DOLTON	IL	60419	(331) 262-9118
44	21	101-2188	KarDan Maintenance Corporation	14 Dumbarton PL	Elgin	IL	60123	(847) 971-9186
45	22	101-2180	Venmac T&C Inc	608 Hampton Circle	ELGIN	IL	60120	(224) 629-0481
46	23	101-2145	ED Services Cleaning Inc	1878 Deerfield Road	HIGHLAND PARK	IL	60035	(224) 343-7110
47	24	101-F906	JEKU Cleaning Corporation	5473 Whitmore Way	LAKE IN THE HILLS	IL	60156	(847) 515-2504
48	25	101-2211	Guzman Fresh Start Corporation	1415 N 18th Ave, 1 Rear	MELROSE PARK	IL	60160	(708) 427-6353
49	26	101-F752	M Cleaning System, Inc	8317 W Church Street	Niles	IL	60714	(847) 224-4725
50	27	101-2195	Melvin Cleaning Corporation	206 N Green Bay Rd , Apt 203	WAUKEGAN	IL	60085	(847) 863-3163
51	28	101-F645	Meregildo Solis	387 Fletcher Drive	Wheeling	IL	60090	(847) 274-9515
52	29	101-F300	Nick Novac 27th DD	9581 W 1100 North	DEMOTTE	IN	46310	(219) 695-0400
53	30	101-2011	Tonya Johnson	5332 Boulder Avenue	PORTAGE	IN	46368	(219) 678-1378
54	31	101-F519A	Jerry Storey 30th	2006 Glendale Blvd	Valparaiso	IN	46383	(219) 465-8282
55	32	101-2230	SOS Restored Cleaning Services LLC	3723 Center St	LOUISVILLE	KY	40215	(502) 303-5914
56	33	101-F815	Chris McIntosh	130 Trail Ridge Way	HENDERSONVILLE	TN	37075	(847) 265-0774
PENNSYLVANIA - PHILADELPHIA SUPPORT CENTER								
57	1	102-1334	Davenport's Enterprises, LLC	39 E MacCauley Ct	WILMINGTON	DE	19801	(267) 836-9426
58	2	102-1350	Your Business Clean LLC	903 N Church St	WILMINGTON	DE	19801	(302) 897-8714

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
59	3	102-F565T	Moo Jung Kim	2715 Berkford Circle	LAKELAND	FL	33810	(215) 715-8889
60	4	102-1239	Danaus Cleaning Service, LLC	P O Box 345	ATLANTIC CITY	NJ	08404	(609) 582-1319
61	5	102-1290	KPS Janitorial Solutions, LLC	919 Denston Road	THOROFARE	NJ	08086	(856) 379-8763
62	6	102-1265	P & D Unlimited Enterprises, LLC	748 S East Ave	VINELAND	NJ	08360	(856) 794-1440
63	7	102-F948	Rodobelto Reynoso	400 North 8th Street	Vineland	NJ	08360	(609) 805-7964
64	8	102-1253	Janssica II Mgt, LLC	1874 Pelham Parkway S	BRONX	NY	10461	(917) 299-9501
65	9	102-F136	LEO TRAN	3606 Creamery Road	BENSALEM	PA	19020	(267) 269-2307
66	10	102-1154	Gladys Feliciano	2121 Cypress Road	BETHLEHEM	PA	18018	(484) 358-5940
67	11	102-1313	CIS Construction LLC	4754 Chestnut Hill Road	CENTER VALLEY	PA	18034	(484) 201-8073
68	12	102-1213	N-J Clark LLC	5039 Route 309	CENTER VALLEY	PA	18034	(484) 951-5127
69	13	102-1176	Mimoza Brahimi dba Mivica	98 Drummers Ln	CHESTERBROOK	PA	19087	(267) 475-4188
70	14	102-1318	All Star Services LLC	25 S 4th Ave A-1	COATESVILLE	PA	19320	(484) 841-3625
71	15	102-1343	Clean Habits Janitorial Services LLC	757 Burmont Rd	DREXEL HILL	PA	19026	(267) 528-7630
72	16	102-1297	BLESK LLC	12 Oswin Turn	LANGHORNE	PA	19047	(267) 616-8471
73	17	102-1211	Glo Pro, LLC	636 East Basin Street	NORRISTOWN	PA	19401	(484) 908-3049
74	18	102-1301	Stargate Cleaning Services LLC	929 Buttonwood St	NORRISTOWN	PA	19401	(484) 751-3246
75	19	102-1263	A New Leaf Enterprises, LLC	701 E Haines St	PHILADELPHIA	PA	19144	(267) 273-6178
76	20	102-1329	All Bright Cleaning Services LLC	2239 Gerritt St	PHILADELPHIA	PA	19146	(267) 897-3785
77	21	102-1153	Angelique Linder	613 Winton Street	PHILADELPHIA	PA	19148	(215) 237-8587
78	22	102-F618	Curtis Woods	1919 East Chelton Avenue	PHILADELPHIA	PA	19138	(267) 982-9328
79	23	102-1110	Donald Hoxhaj	7420 Shisler Street	PHILADELPHIA	PA	19111	(215) 749-2371
80	24	102-1272	Gaudenzia Environmental Services, Inc	1438 S Taylor St	PHILADELPHIA	PA	19124	(267) 205-0072
81	25	102-1326	Going Green Cleaning Services LLC	800 W Olney Avenue	PHILADELPHIA	PA	19120	(215) 778-8836
82	26	102-1269	Hifidel Cleaning, LLC	2743 Tolbut St	PHILADELPHIA	PA	19152	(267) 265-9787
83	27	102-1202	Holt Cleaning Company, LLC	900 Fanshawe Street	PHILADELPHIA	PA	19111	(215) 715-7110
84	28	102-1295	K I M Speller Enterprises LLC	4220 Otter St	PHILADELPHIA	PA	19104	(267) 968-0178
85	29	102-1254	N & S Team Clean, LLC	2638 Daphne Road	PHILADELPHIA	PA	19131	(267) 699-6670
86	30	102-T991	Noor Al Tayeh	9809 Bonner Street	PHILADELPHIA	PA	19115	(215) 908-8476
87	31	102-1287	R & T Cleaning LLC	2127 Unruh Ave	PHILADELPHIA	PA	19149	(215) 910-0013
88	32	102-1300	RBR Cleaning LLC	3601 Conshohocken Ave	PHILADELPHIA	PA	19131	(267) 393-2125
89	33	102-1123	Terrence Brown	3152 North Pennock St	PHILADELPHIA	PA	19132	(267) 602-5301
90	34	102-F1069	Veldon Saunders	2833 North 25th Street	Philadelphia	PA	19132	(267) 949-6157

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91	35	102-1323	Z & R Cleaning Services LLC	3474 Frankford Ave	PHILADELPHIA	PA	19134	(215) 696-8363
92	36	102-F620	Michael Grant	1030 Jackson Avenue	SHARON HILL	PA	19079	(215) 432-0523
93	37	102-1348	T H A T Cleaning Solution LLC	8125 West Chester Pike	UPPER DARBY	PA	19082	(215) 768-1874
94	38	102-1255	Y & C Cleaning Services, LLC	120 E Street Rd	WARMINSTER	PA	18974	(267) 864-8640
95	39	102-1347	T L Cleaning Services LLC	323 N New Street	WEST CHESTER	PA	19380	(484) 735-7666
WASHINGTON D C - WASHINGTON D C SUPPORT CENTER								
96	1	103-1312	JC Commercial Cleaning, LLC	912 Barnaby Street SE	WASHINGTON	DC	20032	(703) 888-9815
97	2	103-1377	Clifford's Cleaning Services LLC	6109 Broad Street	BETHESDA	MD	20816	(202) 468-2130
98	3	103-1355	A & B Commercial Cleaning, LLC	3204 Weeping Willow Court Apt# 12	SILVER SPRING	MD	20906	(301) 366-4325
99	4	103-1347	Nazareth Scool USA LLC	12905 Tourmaline Terrace	SILVER SPRING	MD	20904	(301) 366-6058
100	5	103-1334	Prestigious Facilities Management Services PFMS, LLC	4921 Seminary Road Apt T 629	ALEXANDRIA	VA	22311	(571) 329-7298
101	6	103-1383	Spotless Cleaning of Stafford LLC	25 Tracey St	STAFFORD	VA	22554	(540) 272-1128
102	7	103-1328	A & E Cleaning Services, LLC	16569 Royal Ct	WOODBIDGE	VA	22191	(703) 229-9782
NEW JERSEY - NORTHERN NEW JERSEY SUPPORT CENTER								
103	1	105-1682	F & A Cleaning Service LLC	208 Newark Avenue	BLOOMFIELD	NJ	07003	(862) 202-0608
104	2	105-1657	Midnight Cleaning Service LLC	25 Chambers Court	CLIFTON	NJ	07013	(973) 592-6572
105	3	105-1745	Olarte's Commercial Cleaning, LLC	197 North Sussex Street, Apt B4	DOVER	NJ	07801	(973) 970-8235
106	4	105-1668	K & K Cleaning Service LLC	303 Desoto Place	FAIRVIEW	NJ	07022	(201) 920-1671
107	5	105-1711	AQP Enterprise LLC	87 Semel Ave Fl 2	GARFIELD	NJ	07026	(862) 271-8012
108	6	105-1669	RRC Cleaning Services LLC	319 Cleveland Avenue	HARRISON	NJ	07029	(973) 388-3627
109	7	105-F1014T	Franco Cleaning Services, LLC	2 Marshall Road	Hillsborough	NJ	08844	(908) 359-0387
110	8	105-1704	E & J Cleaning Solutions, LLC	337 Union Avenue	IRVINGTON	NJ	07111	(862) 218-2972
111	9	105-1730	Mialazo LLC	30 Romaine Ave Apt 15	JERSEY CITY	NJ	07306	(201) 667-5415
112	10	105-1705	Unique Design Commercial Cleaning, LLC	37 1/2 North First Ave	KENVIL	NJ	07847	(910) 703-1373
113	11	105-1701	MS & JC Cleaning Services LLC	124 East 11th Street	LINDEN	NJ	07036	(201) 344-5130
114	12	105-1569	Cuello Corporate Cleaning, LLC	239 Westminster Place	LODI	NJ	07644	(201) 887-2541
115	13	105-1786	V & Y Enterprise, LLC	712 Lake Avenue	LYNDHURST	NJ	07071	(347) 994-7158
116	14	105-1818	3D Cleaner, LLC	42 Halleck Street	NEWARK	NJ	07104	(862) 371-7656
117	15	105-1780	LCTB Enterprise, LLC	72 Birchwood Drive	NORTH ARLINGTON	NJ	07031	(201) 719-6192
118	16	105-1663	Five Holdings LLC	PO Box 978	ORANGE	NJ	07050	(973) 280-2826

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
119	17	105-1771	D'Willy Iron Fence, LLC	241 Carroll Street	PATERSON	NJ	07501	(862) 888-3116
120	18	105-1688	J J & Family Cleaning LLC	1023 East 19 St	PATERSON	NJ	07501	(862) 668-9214
121	19	105-1774	Martin & Angela Enterprise, LLC	14 Dey Street	PATERSON	NJ	07503	(973) 388-3201
122	20	105-1695	Tipoac Services LLC	522 14th Ave	PATERSON	NJ	07504	(973) 820-3196
123	21	105-1738	B & V General Services, LLC	91 Peterson Court	PERTH AMBOY	NJ	08861	(917) 805-2401
124	22	105-1607	Jerome's Janitorial & Maintenance Service Plus II, LLC	440 Cristiani Street	ROSELLE	NJ	07203	(201) 407-1585
125	23	105-1702	EZ Clean NJ, LLC	290 Rifle Camp Rd	WEST PATERSON	NJ	07424	(862) 336-8206
126	24	105-1770	Alexis, LLC	1451 Crotona PL Apt 1B	BRONX	NY	10456	(646) 591-4885
127	25	105-1733	Joselyn Cleaning Company LLC	220 E Tremont Ave #2E	BRONX	NY	10457	(347) 331-8556
128	26	105-1698	MRTZ Servicing LLC	3235 Grand Course 6A	BRONX	NY	10468	(646) 474-5794
129	27	105-1689	Pretty Clean LLC	20 W Mosholu pkwy South	BRONX	NY	10468	(646) 283-4199
130	28	105-1762	Rubie's & Pearl's Global, LLC	PO Box 743	BRONX	NY	10469	(347) 728-7033
131	29	105-1750	Wiser Maintenance Solutions, LLC	133 E Clarke PL	BRONX	NY	10452	(646) 660-1310
132	30	105-1799	EP Cleaning Service Corp	37 Pine Street	Cornwall on Hudson	NY	12520	(845) 905-6339
133	31	105-1727	Caval General Services LLC	8015 41st Avenue	ELMHURST	NY	11373	(786) 267-8681
134	32	105-1716	Always Tidy LLC	2607 Seagirt Blvd	FAR ROCKAWAY	NY	11691	(347) 834-4006
135	33	105-1666	MCY Cleaning LLC	29 Sutton Park Road	POUGHKEEPSIE	NY	12603	(845) 240-6189

WISCONSIN - MILWAUKEE SUPPORT CENTER

136	1	107-F855	Juan Ramirez	913 North Mason Street	Appleton	WI	54914	(920) 209-6613
137	2	107-969	Callahan Cleaning LLC	8129 W Green Tree Road	BROWN DEER	WI	53223	(414) 233-6620
138	3	107-1050	Marlene Enterprises LLC	N6221 County Road K, Apt B	FOND DU LAC	WI	54937	(920) 539-5381
139	4	107-F613	Chue & Chia Thao	1781 Susan Lane	Green Bay	WI	54303	(920) 819-3540
140	5	107-1000	Mirror Clean LLC	913 Frost Rd Apt D	HOWARDS GROVE	WI	53083	(414) 628-3042
141	6	107-F590	A1 Commercial Cleaning Services, LLC	3924 W Good Hope Road, Apt 8	MILWAUKEE	WI	53209	(414) 595-5288
142	7	107-1057	All Spruced Up, LLC	5722 N 74th Street	MILWAUKEE	WI	53218	(414) 793-0697
143	8	107-1037	Alpha Quick'n Clean Commercial LLC	1564 W Howard Avenue	MILWAUKEE	WI	53221	(414) 873-4088
144	9	107-1081	Banks Janitor Service L L C	3926 W Good Hope Road, Apt #8	MILWAUKEE	WI	53209	(414) 973-9610
145	10	107-1004	Beverlys Cleaning Angels LLC	3856 N 39th St	MILWAUKEE	WI	53216	(414) 551-1985
146	11	107-949	Bradley Investors, LLC	4446 North 40th Street	MILWAUKEE	WI	53209	(414) 507-6091
147	12	107-970	D&S Contractors LLC	5832 N 81 st Street	MILWAUKEE	WI	53218	(262) 880-5337
148	13	107-896	Diah Morgan	7963 N 94th Street	MILWAUKEE	WI	53224	(414) 759-3735

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
149	14	107-1036	Exclusive commercial cleaning services, LLC	4877 N 55th St	MILWAUKEE	WI	53218	(414) 312-3134
150	15	107-1028	Helping Arms LLC	4535 N 69th Street	MILWAUKEE	WI	53218	(414) 514-4953
151	16	107-985	iScrubz Cleaning LLC	4001 W Hemlock Ave	MILWAUKEE	WI	53209	(414) 745-9874
152	17	107-1104	Keep it Clean Janitorial Services LLC	2122 S 11th Street	MILWAUKEE	WI	53215	(414) 204-0442
153	18	107-1029	Ma Lisa LLC	3372 N Palmer Street	MILWAUKEE	WI	53212	(414) 719-0395
154	19	107-1002	Moe LLC	4235 N 70th Street	MILWAUKEE	WI	53216	(414) 448-1504
155	20	107-1048	Newboy Cleaning Team LLC	4672 N 57th Street	MILWAUKEE	WI	53218	(414) 899-5478
156	21	107-1094	P & K Services LLC	3900 W Good Hope Road, Apt #7	MILWAUKEE	WI	53209	(414) 629-4120
157	22	107-F350	Ronald Clayborn	6069 W Calumet Road	MILWAUKEE	WI	53223	(414) 365-0474
158	23	107-1024	Ruukspin LLC	3750 N 37th St	MILWAUKEE	WI	53216	(414) 233-6001
159	24	107-1016	Spring Clean LLC	1105 E Keefe Ave	MILWAUKEE	WI	53212	(414) 639-5349
160	25	107-1019	Tangerine Clean LLC	4231 N 104th St	MILWAUKEE	WI	53222	(414) 888-0681
161	26	107-1046	Totally Cleaned LLC	3501 N 6th Street	MILWAUKEE	WI	53212	(414) 210-6653
162	27	107-F110	Walter Turner	5877 N 78th Street	Milwaukee	WI	53218	(414) 241-9400
163	28	107-T786	Thomas & Denise Burt	7971 S 6th St #111	OAK CREEK	WI	53154	(262) 327-1058
164	29	107-926	T & K Cleaning Solutions LLC	624 Waugoo Avenue	OSHKOSH	WI	54901	(920) 203-8750
165	30	107-991	2Clean LLC	6603 Normandy St	SCHOFIELD	WI	54476	(715) 298-1140
166	31	107-987	Frosty Wisconsin LLC	2375 Frosty Pine Court	STEVENS POINT	WI	54482	(715) 347-2987
167	32	107-1003	V&V Cleaning Service LLC	217 NW Barstow St Unit A	WAUKESHA	WI	53188	(309) 642-2264
168	33	107-958	KDJ Cleaning Service LLC	9997 North Avenue #176	WAUWATOSA	WI	53226	(414) 737-9017
FLORIDA - TAMPA SUPPORT CENTER								
169	1	108-1015	MPG Cleaning Service LLC	11745 Orlean Rd	FOUNTAIN	CO	80817	(347) 264-9090
170	2	108-F727	D&A Cleaning Service, Inc	6618 Carrington Sky Drive	Apollo Beach	FL	33572	(813) 476-1129
171	3	108-F748	Unique Hands Cleaning, Inc	6618 Carrington Sky Dr	APOLLO BEACH	FL	33572	(917) 686-5928
172	4	108-F719	Mary Mellon Bryant	2224 9th Ave W	Bradenton	FL	34205	(941) 745-1094
173	5	108-938	Larry Vickers dba Larry D Vickers	1113 Canyon Oaks Dr	BRANDON	FL	33510	(813) 390-9190
174	6	108-973	Team 2 Clean, Inc	1217 Astor Commons Pl	BRANDON	FL	33511	(727) 203-1528
175	7	108-1059	3 American Cleaning Service LLC	700 South Glenwood Ave	CLEARWATER	FL	33756	(727) 488-9922
176	8	108-F127	Frank Souza	1610 Lake Ave S	Clearwater	FL	33756	(813) 535-4124
177	9	108-F735	Julio Carralero	5851 52nd Ave N	KENNETH CITY	FL	33709	(727) 637-3442
178	10	108-F826	John Henry Brown, III	1012 N Virginia Ave	LAKELAND	FL	33805	(863) 899-5337

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179	11	108-638	Maranza Sims Parker	141 Fernery Road	Lakeland	FL	33809	(863) 858-0758
180	12	108-949	Wilson's Commercial Cleaning LLC	2875 Stonewood Circle	LAKELAND	FL	33810	(863) 409-1135
181	13	108-F805	Katie and Anthonny Huang	3024 Meadow Lake Ave	LARGO	FL	33771	(727) 535-6972
182	14	108-1001	Pullup One, Inc	12311 105th St N	LARGO	FL	33773	(727) 953-0866
183	15	108-948	Your Neighbor Cleaning Services, LLC	8325 Night Owl Ct	NEW PORT RICHEY	FL	34655	(727) 859-2521
184	16	108-841	LA and Khim Cleaning Services, Inc	6381 103rd Ave	PINELLAS PARK	FL	33782	(727) 458-0089
185	17	108-844	Brunilda Cabral	12417 Adventure Drive	RIVERVIEW	FL	33569	(813) 789-2596
186	18	108-F796	D Cleaning, LLC	11123 Sailbrooke Dr	RIVERVIEW	FL	33579	(813) 422-3995
187	19	108-927	Janisse Sanchez dba Rivage Services	P O Box 954	RIVERVIEW	FL	33568	(813) 508-2429
188	20	108-1037	Planet Green Cleaning Services LLC	13533 Copper Head Dr	RIVERVIEW	FL	33569	(813) 957-8329
189	21	108-501	Vina Cleaning, LLC	10815 Capstan Lake Drive	RIVERVIEW	FL	33579	(813) 914-7164
190	22	108-994	Luxon's Cleaning LLC	1822 Raven Glen Dr	RUSKIN	FL	33570	(813) 516-0008
191	23	108-889	Paul Durrance	8420 Quail Road	SEMINOLE	FL	33777	(727) 409-0527
192	24	108-1038	Omaira & Evelyn's Cleaning Service LLC	8217 Galgano Lane	SPRING HILL	FL	34606	(407) 244-6657
193	25	108-913	Adrian Philon dba Impeccable Cleaning Solutions	3720 E Henry Ave	TAMPA	FL	33610	(813) 431-8337
194	26	108-1000	Cleaning Bee Services LLC	2005 Tidewater Ct	TAMPA	FL	33619	(813) 965-8510
195	27	108-1003	Complete Janitorial Services LLC	P O 263266	TAMPA	FL	33685	(813) 516-7500
196	28	108-1004	Delcron Building Maintenance Inc	4810 37th St N	TAMPA	FL	33610	(727) 253-0839
197	29	108-923	E & H Cleaning & Recycling Services Inc	1011 Davis Drive	TAMPA	FL	33619	(813) 391-2648
198	30	108-989	Esperanza's Cleaning Services LLC	4027 W Comanche Ave	TAMPA	FL	33614	(786) 340-6810
199	31	108-970	Future Commercial Cleaning LLC	12179 Armenia Circle	TAMPA	FL	33612	(813) 484-2253
200	32	108-1031	Groomes Professional Cleaning Services LLC	8624 Fishlake Rd	TAMPA	FL	33619	(813) 465-0747
201	33	108-T823	HGR Cleaning, LLC	8021 W Elm St	TAMPA	FL	33615	(813) 293-4408
202	34	108-1005	J & G Commercial Cleaning LLC	12820 Retoria Circle	TAMPA	FL	33625	(813) 264-6666
203	35	108-F249	JACKSON CLEANING	4210 N 13th St	TAMPA	FL	33603	(813) 504-5473
204	36	108-887	Kenney Rivera	3103 W Palmetto St	TAMPA	FL	33607	(813) 325-9873
205	37	108-1024	Leila Cleaning LLC	2724 West Union St	TAMPA	FL	33607	(786) 328-6048
206	38	108-1022	Los Martinez Cleaning Service LLC	4501 W Henry Ave	TAMPA	FL	33614	(813) 863-6878
207	39	108-F649	Luis Enciso	4926 Ebensburg Dr	Tampa	FL	33647	(813) 866-3272

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208	40	108-961	Three D Cleaning LLC	4027 Comanche Avenue	TAMPA	FL	33614	(786) 327-2743
209	41	108-946	T-N-T Professional Cleaning Services, LLC	3608 N Garrison St	TAMPA	FL	33619	(813) 846-6874
210	42	108-956	We Gotcha Covered Janitorial Services Inc	PO Box 45047	TAMPA	FL	33677	(813) 873-3603
211	43	108-1023	Omer Property Services Inc	1329 Locomotive Court	VALRICO	FL	33594	(813) 841-4842
212	44	108-908	Yogeshwar Toolsee dba Yogeshwar Toolsee	4009 Mahogany SE	WINTER HAVEN	FL	33884	(347) 661-0191
213	45	108-507T	Yvonne Zephir	3667 Queens Cove Blvd	WINTER HAVEN	FL	33880	(863) 595-5482
214	46	108-999	Rubena's Commercial Cleaning LLC	37538 Aaralyn Rd	ZEPHYRHILLS	FL	33542	(813) 355-4334
215	47	108-920	Above All Cleaning, LLC	1805 Roswell Road Apt 45C	MARIETTA	GA	30062	(813) 230-7316
216	48	108-904	Dell Walker dba Silver 2 Platinum Management	3899 Maiden Fern Lane	SNELLVILLE	GA	30039	(908) 361-3715
217	49	108-F705	Mary Pat Imburgia	N114W17117 Cove Court	GERMANTOWN	WI	53022	(407) 891-1775
TEXAS - HOUSTON SUPPORT CENTER								
218	1	109-1167	Jess Specialized Commercial Services LLC	11907 Galentine Point	CYPRESS	TX	77429	(832) 379-9068
219	2	109-1114	A & A Janitorial Services LLC	5806 Yorkwood	HOUSTON	TX	77016	(832) 368-2728
220	3	109-1164	A Teyuca Enterprise Cleaning LLC	1334 Nashua St	Houston	TX	77008	(832) 290-8279
221	4	109-1161	Alegna Cleaning Services LLC	1950 Briarforest Apt# 712	HOUSTON	TX	77042	(713) 584-3618
222	5	109-1122	BJS Best Janitorial Service LLC	331 Mantova Dr	HOUSTON	TX	77073	(832) 606-6530
223	6	109-1106	Caleica Davis dba C & R Janitorial Service	12730 Brant Rock Dr #503	HOUSTON	TX	77082	(832) 706-8223
224	7	109-1117	CB Professional Services LLC	7123 Piney Meadow Ct	Houston	TX	77041	(832) 483-0985
225	8	109-F195	CLIFFORD BROWN JR	16343 Napa Vine	Houston	TX	77053	(281) 438-9121
226	9	109-1095	Darren T Dixon Sr dba DSD Cleaning Service	12715 Northchase Ridge Lane	HOUSTON	TX	77044	(281) 436-1862
227	10	109-1158	DSM Excellent Cleaning LLC	8330 N Sam Houston Pkwy E	Houston	TX	77396	(281) 691-1966
228	11	109-F658	Felipa E Bautista	2030 Delphi Ln	HOUSTON	TX	77067	(281) 760-7406
229	12	109-1143	Gray's Helping Hand Commercial Cleaning LLC	4806 Charade dr	Houston	TX	77066	(832) 882-5341
230	13	109-1179	Grimes Cleaning Enterprises, LLC	6027 Yorkglen Manor Lane	Houston	TX	77084	(402) 515-6525
231	14	109-1138	IJC Cleaning Services LLC	8800 Fondren Apt 294A	Houston	TX	77074	(346) 932-1975

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232	15	109-F693	Jeareatha Crawford	214 E Thornton	HOUSTON	TX	77022	(832) 891-7552
233	16	109-1162	KAJ Building Service LLC	3202 Vega Drive	Houston	TX	77088	(832) 332-2348
234	17	109-1073	Kaywood Janitorial	3362 Angel Lane	HOUSTON	TX	77045	(832) 433-6909
235	18	109-1087	Keep Moving Commercial & Residential Cleaners	6060 Oak Bay Drive	HOUSTON	TX	77091	(713) 680-0199
236	19	109-T892	Leola Broussard	21538 N Werrington Way	Houston	TX	77073	(281) 893-9794
237	20	109-F903	Marco and Maria Caronado	16863 Kinney Point	Houston	TX	77073	(832) 904-3072
238	21	109-F841	Nancy P Maldonado	9240 Nathaniel #893	HOUSTON	TX	77075	(713) 480-5604
239	22	109-1169	P & M Star Cleaning LLC	18802 Forest Deer Rd	Houston	TX	77084	(832) 816-8758
240	23	109-1118	RMG Cleaning Services LLC	3202 Zephyr Glen Way	Houston	TX	77084	(832) 620-2606
241	24	109-1147	SPIC-N-SPAN Commercial Services LLC	507 N Sam Houston Pkwy East	Houston	TX	77060	(832) 628-5067
242	25	109-1148	Cullins LLC	9490 FM1960 Bypass Rd West	HUMBLE	TX	77338	(501) 613-7881
243	26	109-1154	Edwards Investment Group, LLC	1827 Sun Point Ct	HUMBLE	TX	77396	(281) 608-9658
244	27	109-1173	LM Cedeno Cleaning Services, LLC	18911 Sandelford Dr	KATY	TX	77449	(832) 267-4578
245	28	109-1140	TNT SWAFFORD LLC	20907 Young Meadows Way	KATY	TX	77449	(832) 869-7203
246	29	109-F342	Richard Bellamy, III	2205 Hilton Head	MISSOURI CITY	TX	77459	(281) 438-6333
247	30	109-1171	H & H Escobar Property Services LLC	1843 Garnet Breeze Dr	ROSHARON	TX	77583	(832) 641-8600
248	31	109-F907	Jerry Sandoval	2915 Ciderwood Dr	SPRING	TX	77373	(832) 286-6697
249	32	109-1003	L and G Cleaning Company	31 8th Ave North	TEXAS CITY	TX	77590	(281) 964-9638
250	33	109-1159	She's A Keeper Cleaning Services LLC	1866 Dogwood St	TEXAS CITY	TX	77591	(409) 354-3221

CALIFORNIA - SACRAMENTO SUPPORT CENTER

251	1	110-1223	Sunnys Janitorial LLC	9413 Blue Diamond Way	ELK GROVE	CA	95624	(916) 240-4155
252	2	110-1230	KMV Cleaning Satisfaction LLC	914 S Lee Ave	LODI	CA	95240	(209) 331-3233
253	3	110-1234	AL B E ZY Cleaning Services LLC	1920 Fairfax Ave	MODESTO	CA	95355	(209) 247-3950
254	4	125-910	Ferdinand R Yadao	9332 Lumbert Dome Circle	Morada	CA	95212	(209) 320-5538
255	5	110-1162	K&V Cleaning Services LLC	6050 Placer West Drive, Apt 403	ROCKLIN	CA	95677	(916) 742-8206
256	6	110-F320	AMALA KEOPHET	620 Los Lunas Way	Sacramento	CA	95833	(916) 921-5596
257	7	110-1232	Elizabeth Janitorial Services LLC	3905 Dry Creek Rd	SACRAMENTO	CA	95838	(916) 380-0348
258	8	110-F610	SISAVATH KEOONLA	2633 51ST AVE	SACRAMENTO	CA	95822	(916) 395-6319
259	9	110-1237	C and R Cleaning Services LLC	7341 Kelley Dr	STOCKTON	CA	95207	(209) 952-5810

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260	10	110-1240	Pro Cleaning System and Services LLC	2310 Van Gogh Lane	STOCKTON	CA	95206	(209) 623-7884
261	11	110-1187	Rosita's Janitorial Services LLC	2137 Shelby Creek Court	STOCKTON	CA	95206	(209) 401-4106
NEW YORK - LONG ISLAND SUPPORT CENTER								
262	1	111-781	A M-P M Cleaning LLC	1685 Saint John Place	BROOKLYN	NY	11233	(347) 399-9531
263	2	111-809	Zestfully Upkept Environmental, Inc	795 Lexington Ave	BROOKLYN	NY	11221	(347) 898-4608
264	3	111-819	A Sigh Of Relief, LLC	9712 24th Avenue	EAST ELMHURST	NY	11369	(718) 233-7267
265	4	111-811	The Cleaning Explosion, LLC	3123 83rd Street	EAST ELMHURST	NY	11370	(347) 356-3576
266	5	111-798	Triple A Cleaning Services LLC	32-15 93rd St C16	EAST ELMHURST	NY	11369	(347) 440-7004
267	6	111-805	Soy NY Inc	10212 65th Ave Apt D26	FOREST HILLS	NY	11375	(347) 461-0412
268	7	111-830	Z Cleaning Corp	288 Weeks Avenue	MANORVILLE	NY	11949	(631) 599-1946
269	8	111-812	MASOOD7867, LLC	46 Horton Rd	VALLEY STREAM	NY	11581	(718) 208-0998
OHIO - COLUMBUS SUPPORT CENTER								
270	1	114-F423	Idrissa Jalloh	8289 Olympus Lane	Blacklick	OH	43004	(614) 755-2819
271	2	114-639	Jack T Neal dba Neal Commercial Cleaning	7794 Freesia Street	BLACKLICK	OH	43004	(614) 257-7181
272	3	114-726	Perfect Janitorial Services LLC	5147 Banneker St	Canal Winchester	OH	43110	(614) 439-0090
273	4	114-699	1 Diamondz Cleaning LLC	2351 Clybourne Rd	COLUMBUS	OH	43231	(614) 589-8911
274	5	114-728	Ali Cleaning LTD	1455 Myrtle Avenue	COLUMBUS	OH	43211	(614) 772-0151
275	6	114-688	Alpha Cleaning Services, LLC	3053 Charlotte Dr	COLUMBUS	OH	43224	(614) 377-9453
276	7	114-693	Amina M'Balu & Kofi Cleaning Company, LLC	2186 Belcher Dr	COLUMBUS	OH	43224	(614) 815-1397
277	8	114-710	Asonforbellah Cleaning Service LLC	1351 Barnes Dr	COLUMBUS	OH	43229	(614) 717-8173
278	9	114-732	Automate Cleaning Systems Corporation	3979 Elaine Pl N	COLUMBUS	OH	43227	(614) 598-4614
279	10	114-744	Blue Anchor Company LLC	1060 Oakway Ct	COLUMBUS	OH	43228	(614) 806-8088
280	11	114-729	C L E A N Janitorial Services LLC	3755 Ganson Drive	COLUMBUS	OH	43224	(614) 743-4107
281	12	114-754	Clean 4 All LLC	2968 Charlotte Dr	COLUMBUS	OH	43224	(301) 979-0533
282	13	114-668	Color Code Cleaning, LLC	780 Kimbal Place	COLUMBUS	OH	43205	(614) 352-4955
283	14	114-762	Covermore Building Service LLC	2761 Parkland Place	COLUMBUS	OH	43209	(614) 601-7944
284	15	114-730	D & S Legacy Cleaning LLC	5168 Green Castle Court	COLUMBUS	OH	43221	(614) 743-3254
285	16	114-625	First Choice Cleaning Service LLC	4837 Crosscreek Drive	COLUMBUS	OH	43232	(614) 843-9985
286	17	114-642	Frances Simmons	2486 Burgandy Lane	COLUMBUS	OH	43232	(614) 313-7442

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
287	18	114-700	Holyfield, LLC	6072 Sharon Woods Blvd	COLUMBUS	OH	43229	(614) 843-0959
288	19	114-647	Jones Commercial Cleaning LLC	1841 Berkeley Rd	COLUMBUS	OH	43207	(614) 445-9504
289	20	114-673	Lamin and Family LLC	6710 Concourse Drive	COLUMBUS	OH	43229	(614) 516-3408
290	21	114-684	Lowe's Cleaning Services LLC	619 South 22nd Street	COLUMBUS	OH	43205	(614) 972-0550
291	22	114-712	Moores Cleaning & Janitorial LLC	2074 Rochelle Pl	COLUMBUS	OH	43232	(614) 327-6601
292	23	114-707	My Stainless LLC	6072 Sharon Woods Blvd	COLUMBUS	OH	43229	(614) 377-2689
293	24	114-764	S & J2 Cleaning LLC	1677 Graniteway LN	COLUMBUS	OH	43229	(614) 779-6645
294	25	114-685	Stainless Clean, LLC	142 N Wayne Ave	COLUMBUS	OH	43204	(614) 772-6590
295	26	114-772	T & L True Professional Sanitation Services, LLC	4428 Blythe Rd	COLUMBUS	OH	43224	(614) 931-1601
296	27	114-F583	Theresa Minniefield	2217 Strimple Ave	COLUMBUS	OH	43229	(614) 256-1074
297	28	114-682	Waverly & Company, LLC	1623 Courtright Road	COLUMBUS	OH	43227	(614) 900-5828
298	29	114-738	P & M Commercial Cleaning LLC	257 S Franklin Street	DELAWARE	OH	43015	(740) 971-3366
299	30	114-713	Clean Path Janitorial Service LLC	5034 Shellbark Ct	GROVEPORT	OH	43125	(614) 390-4737
300	31	114-644	Pernell Allen dba It's All In His Hands Cleaning Service	1353 Bellavista Dr	LEXINGTON	OH	44904	(419) 512-0334
301	32	114-F286T	Marian Daniels	8621 Meadowton Ct	PICKERINGTON	OH	43147	(614) 284-7653
302	33	114-663	Superb Cleaning, LLC	3554 Rosslare Harbour Drive	PICKERINGTON	OH	43147	(614) 625-9950
303	34	114-709	C & R On The Spot Cleaning Service LLC	7224 Candlestone Drive	REYNOLDSBURG	OH	43068	(614) 815-3594
304	35	114-741	FAATUU Cleaning, LLC	72 Linda Court	WESTERVILLE	OH	43081	(614) 822-8365
305	36	114-692	Kamo Clean, LLC	75 Grotton Drive	WESTERVILLE	OH	43081	(901) 335-2171
CALIFORNIA - ORANGE COUNTY SUPPORT CENTER								
306	1	115-795	Sofronio Leon	2108 Wallace Ave	COSTA MESA	CA	92627	(949) 939-8871
307	2	115-856	OMOI Associates, LLC	2431 Santa Yasabel Ave	FULLERTON	CA	92831	(562) 292-1467
308	3	115-824	Kamilah A Pollee dba Pollee's Elite Janitorial Cleaning Services	18066 Lakeshore Dr	LAKE ELSINORE	CA	92530	(951) 445-6523
309	4	115-846	Pearl Lani Enterprises, LLC	581 E Pleasant St #3	LONG BEACH	CA	90805	(562) 285-8325
310	5	115-855	C & I Janitorial Services, LLC	1413 W 95th Street	LOS ANGELES	CA	90047	(424) 222-1864
FLORIDA - FORT MYERS SUPPORT CENTER								
311	1	116-F542	Castle Concepts Commercial Cleaning, LLC	21 N Osceola Ave	ARCADIA	FL	34266	(941) 276-8058
312	2	116-F835	Arnaiz Services Corporation	2213 NE 2nd Ave	CAPE CORAL	FL	33909	(908) 267-2833

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313	3	116-F838	Carballet Professional Cleaning Services	220 N W 2nd Place	CAPE CORAL	FL	33993	(239) 542-6444
314	4	116-855	Cecilia Rivas	1731 NW 19th St	CAPE CORAL	FL	33993	(239) 297-5428
315	5	116-F827	D & M Cleaning Service	1009 NW 10th Ave	CAPE CORAL	FL	33993	(239) 738-5940
316	6	116-887	Herman White Cleaning Service	1714 SW 1st Place	CAPE CORAL	FL	33991	(239) 214-1845
317	7	116-F771	Monica Landaburu	403 SE 24th Ave	CAPE CORAL	FL	33990	(239) 464-6200
318	8	116-989	Empire Quality Cleaning Services LLC	4927 Billys Creek Dr	FORT MYERS	FL	33905	(239) 603-5664
319	9	116-970	F & V Commercial Cleaning LLC	18202 Linden Road	FORT MYERS	FL	33967	(239) 248-4402
320	10	116-906	Kevin A Mc Pherson dba Macky's Detailing & Cleaning Services	PO BOX 60486	FORT MYERS	FL	33906	(239) 223-1432
321	11	116-965	R & M Cleaning , LLC	478 Netherland Ave	FORT MYERS	FL	33903	(941) 580-1259
322	12	116-979	Bertha Lamour Incorporated	863 Cucumber Lane	IMMOKALEE	FL	34142	(239) 675-9245
323	13	116-878	Yolanda Vasquez dba Yoly Cleaning	1412 Carson Rd	IMMOKALEE	FL	34142	(239) 867-1380
324	14	116-F833	Anthony Pierre	403 Highland Ave	LEHIGH ACRES	FL	33972	(239) 895-7586
325	15	116-918	Edouard Ambeau dba E A Cleaners	4215 6th St West	LEHIGH ACRES	FL	33971	(239) 770-3176
326	16	116-F670	Eliose Woods and Gerard Jules	515 Hamilton Ave	Lehigh Acres	FL	33972	(239) 369-5772
327	17	116-973	Elroy's Commercial Cleaning LLC	702 Crown Oak Circle	LEHIGH ACRES	FL	33974	(239) 284-5247
328	18	116-950	S & E Prestige Cleaning Services LLC	834 Chezy St E	LEHIGH ACRES	FL	33974	(239) 895-4219
329	19	116-F623	Winston Wilson	276 Justine Cir	LEHIGH ACRES	FL	33936	(239) 770-4800
330	20	116-867	2976 GGC, LLC	2976 Tropicana Blvd	NAPLES	FL	34116	(239) 285-1343
331	21	116-942	AMA Cleaning Services LLC	8028 Dancing Wind Lane Apt 403	NAPLES	FL	34119	(239) 200-1180
332	22	116-913	Angel Cleaning Services, Inc	161 Santa Clara Dr #15	NAPLES	FL	34104	(239) 384-0976
333	23	116-F785	Areliz Gonzalez	171 14th Street NE	NAPLES	FL	34120	(239) 330-5756
334	24	116-926	Eco-Friendly Cleaning Fairies, L L C	1755 Azalea Lane	NAPLES	FL	34105	(239) 455-5944
335	25	116-F567	Elsa Cleaning Service Inc	4250 32nd Avenue SW	NAPLES	FL	34116	(239) 919-9079
336	26	116-993	JF Commercial Cleaning LLC	193 Santa Clara Drive -Apt # 10	NAPLES	FL	34104	(239) 601-5692
337	27	116-F772	Josefina Gomez	1700 55 Street SW	Naples	FL	34116	(239) 398-6570
338	28	116-880	Luis A Rodriguez dba Maxx Clean	3250 Cypress Glen Way	NAPLES	FL	34109	(239) 200-8865
339	29	116-961	Naples Cleaning & Pressure Washing Svc, LLC	5301 Hunter Blvd Unit E	NAPLES	FL	34116	(239) 465-5703
340	30	116-933	P J Professional Cleaners, LLC	4633 24 PL SW	NAPLES	FL	34116	(239) 272-5576
341	31	116-936	RARE Professional Services LLC	2175 43rd St SW	NAPLES	FL	34116	(239) 895-7279

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342	32	116-F816	AAA Plus Services, Inc	1345 Tooley Street	NORTH PORT	FL	34287	(941) 323-6519
343	33	116-986	USA Global General Services LLC	2564 10th St	SARASOTA	FL	34237	(941) 203-9396
344	34	116-F784	Naly Gonzalez	1416 Harrison Ave	DES MOINES	IA	50314	(239) 297-2919
OHIO - CINCINNATI SUPPORT CENTER								
345	1	119-532	Cindi Dean	3617 Shady Side Drive	ERLANGER	KY	41018	(859) 802-6296
346	2	119-1044	1st Choice Janitorial LLC	P O Box 1538	FLORENCE	KY	41042	(859) 380-0554
347	3	119-1034	Whitening Clean Janitorial LLC	150 Grace Court	FORT MITCHELL	KY	41017	(513) 903-2750
348	4	119-1058	Blessed and Highly Favored Building Services LLC	2211 Miles Rd	Cincinnati	OH	45231	(513) 765-9133
349	5	119-1042	Chess Brothers Cleaning Solutions LLC	3737 Wieman Avenue - Apt 1	Cincinnati	OH	45205	(513) 884-1353
350	6	119-F825	Chris Thomas	2501 Airy Court	CINCINNATI	OH	45239	(513) 917-5858
351	7	119-1043	Cleaning Expert L L C	3727 Applegate Avenue	Cincinnati	OH	45211	(513) 240-8757
352	8	119-1019	Daisy Mae Cleaning LLC	6947 Gloria Drive	CINCINNATI	OH	45239	(513) 388-6465
353	9	119-968	DDH Cleaning, LLC	21 Orion Avenue	CINCINNATI	OH	45219	(513) 652-9360
354	10	119-962	Deanna J Smith	2179 Westwood-Northern Blvd	CINCINNATI	OH	45225	(513) 213-3038
355	11	119-1035	Eberharts Floor Care LLC	7852 Compton Lake Dr Apt A	CINCINNATI	OH	45231	(513) 307-9412
356	12	119-976	Imperial Janitorial LLC	7210 Jamerine Court	CINCINNATI	OH	45239	(513) 403-8104
357	13	119-1038	JD Janitorial Services LLC	1090 Archland Dr	CINCINNATI	OH	45224	(513) 258-7068
358	14	119-F779	Joseph K Sarfo-Benson	2700 Hill Vista Lane	CINCINNATI	OH	45239	(513) 322-3085
359	15	119-1017	L O G S Management, LLC	9932 Greenriver Drive	CINCINNATI	OH	45231	(513) 335-8279
360	16	119-979	M E Supreme Kleen, LLC	221 Sturgis Ave #3	CINCINNATI	OH	45217	(513) 388-8197
361	17	119-1037	On The Spot Cleaning Service LLC	6218 Coleridge Avenue	CINCINNATI	OH	45213	(404) 451-0047
362	18	119-1005	On Time Cleaning, LLC	875 Ventian Terrace	CINCINNATI	OH	45224	(513) 410-7992
363	19	119-1078	Protech Janitorial LLC	11367 Lincolnshire Dr	Cincinnati	OH	45240	(513) 869-6314
364	20	119-1052	Purpose Driven Cleaning LLC	1744 Lockbourne Dr	Cincinnati	OH	45204	(513) 348-5677
365	21	119-971	Queen's Cleaning, LLC	5404 Kingsway Court West	CINCINNATI	OH	45215	(513) 344-7001
366	22	119-1024	Shields Cleaning Services LLC	2359 Henrienne Court	CINCINNATI	OH	45225	(513) 399-2102
367	23	119-939	Terracita A Hodgkin	3031 Feltz Avenue	CINCINNATI	OH	45211	(513) 522-4355
368	24	119-1025	TK Commercial Cleaning LLC	1900 Freeman Avenue #8	CINCINNATI	OH	45214	(513) 344-8540
369	25	119-982	TPS Christian Cleaning, LLC	311 Vienna Woods Drive	CINCINNATI	OH	45211	(513) 213-0526
370	26	119-990	Martin Janitorial L L C	7615 Shadow Creek Drive	FAIRFIELD	OH	45011	(513) 628-6037
371	27	119-1030	JAJCC Building Maintenance LLC	8280 Westberry Court	Hamilton	OH	45069	(513) 319-2192

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372	28	119-1069	Lovin Life Contracting Services LLC	7580 Wildbranch Rd	HAMILTON	OH	45011	(513) 692-3938
373	29	119-955	Diane McIntyre	3664 Trovillo Rd	MORROW	OH	45152	(513) 479-5393
374	30	119-464	Cindy Guy	5162 Montgomery Rd	Norwood	OH	45212	(513) 238-0908
375	31	119-1016	Kent's Cleaning Service LLC	7634 Whitehall Circle East	WEST CHESTER	OH	45069	(513) 551-8889
376	32	119-977	Pro Janitorial Team LLC	6833 Grinsby Lane	WEST CHESTER	OH	45011	(920) 360-0525
WISCONSIN - MADISON SUPPORT CENTER								
377	1	124-762	Mandela Mecollari	408 Highland Avenue	FORT ATKINSON	WI	53538	(920) 723-0636
378	2	124-806	Merlos Company, LLC	1411 Wolcott Street	JANESVILLE	WI	53546	(608) 698-1320
379	3	124-F267	Barbara Reed	2513 Muir Field Road	MADISON	WI	53719	(608) 274-7401
380	4	124-F319T	Francisco Rosales	112 Bayview	MADISON	WI	53715	(608) 843-5924
381	5	124-F402	Nancy Araujo	6225 Sandstone Drive	MADISON	WI	53719	(608) 445-0559
382	6	124-823	To Stand-By and Serve, LLC	505 Moorland Road Apt 201	MADISON	WI	53713	(608) 960-3324
383	7	124-792	Nao Vang dba Central Wisconsin Janitor Service	5266 Howard Avenue	STEVENS POINT	WI	54481	(715) 572-1871
384	8	124-782	Zong Vang dba Zong's Cleaning	1017 Whiting Avenue	STEVENS POINT	WI	54481	(715) 497-3750
CALIFORNIA - SAN BERNARDINO SUPPORT CENTER								
385	1	126-1353	Robert D Lopez Jr dba RL Cleaning Services	11015 Picard Place	BEAUMONT	CA	92223	(909) 800-7435
386	2	126-F1166	Latrice Jones-Garland	8930 Sugarcane Court	CORONA	CA	92883	(951) 258-7871
387	3	126-1298	Maria Del Carmen Prieto	13247 Hitching Rail Circle	CORONA	CA	92883	(562) 405-6312
388	4	126-F1286	John Wallace Thrower	959 S Whitecliff Drive	DIAMOND BAR	CA	91765	(909) 618-6316
389	5	126-F1216	Guadalupe Huerta	16655 Raymond Avenue	FONTANA	CA	92336	(909) 743-3897
390	6	126-1376	Neri's Commercial Cleaning	16015 Barbee Avenue	FONTANA	CA	92336	(909) 232-5401
391	7	126-1367	Maria E Vargas De Mata dba Mata's Cleaning System	16910 Palm Street	HESPERIA	CA	92345	(760) 684-9490
392	8	126-F1186	Brett Johnson	7418 Marshall Ct	HIGHLAND	CA	92346	(909) 647-5454
393	9	126-F1162	Aureliano Jacobo	14909 Meridian Place	MORENO VALLEY	CA	92555	(951) 231-5914
394	10	126-1379	Kimberly Human dba Human Touch Cleaning	23781 Timber Bluff Ct	MORENO VALLEY	CA	92557	(909) 210-1928
395	11	126-1361	Mrs Clean Commercial Cleaning	12240 Kitching Street	MORENO VALLEY	CA	92557	(951) 229-4000
396	12	126-1332	Frank Jess Sandoval	1456 E Philadelphia St	ONTARIO	CA	91764	(909) 994-0118
397	13	126-1425	WENS Commercial Cleaning LLC	2121 Magnolia Avenue	ONTARIO	CA	91762	(909) 670-5276

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398	14	126-1426	Kelley&Halls Commercial Cleaning Service LLC	578 Ocean Avenue	PERRIS	CA	92571	(951) 940-1075
399	15	126-1385	Villanueva's Janitorial Service, LLC	110 Gilmore Road	PERRIS	CA	92570	(951) 570-7524
400	16	126-1305	Javoori Bin Kasmí Jan	1680 W Via Bello Drive	RIALTO	CA	92377	(909) 265-3411
401	17	126-1156A	Eva Mendez	3453 GWinnett Drive	RIVERSIDE	CA	92503	(951) 224-0981
402	18	126-F1227	Isabel Leon	28768 Vela Drive	SUN CITY	CA	92586	(951) 973-4315
NEVADA - LAS VEGAS SUPPORT CENTER								
403	1	127-3246	DELSA LLC	11909 Orvis Way	Laurel	MD	20708	(702) 409-2524
404	2	127-3215	All Star Cleaning	3814 Cirrus Ave	LAS VEGAS	NV	89121	(702) 628-0469
405	3	127-193T	Carmen Sanchez	603 Greenbriar Townhouse Way	Las Vegas	NV	89121	(702) 204-6261
406	4	127-359	Darrell L Marcus	6357 Mount Palomar Ave	LAS VEGAS	NV	89139	(702) 510-8360
407	5	127-3264	JBK, LLC	5287 Via de Palma Drive	LAS VEGAS	NV	89146	(702) 979-9924
408	6	127-T519	Perlita Medina	7033 Flowering Willow St	Las Vegas	NV	89148	(702) 523-7225
409	7	127-3261	Royal Cleaning Services Las Vegas LLC	2609 s Durango Drive	LAS VEGAS	NV	89117	(404) 388-0444
410	8	127-F514	Silvia Caja	2625 Jansen Ave	LAS VEGAS	NV	89101	(702) 717-1024
411	9	127-3223	Dream Team Cleaning, LLC	717 Seneca Heights Ave	NORTH LAS VEGAS	NV	89081	(702) 238-3105
412	10	127-3166	Nina Underwood	955 SW 51st Street	LINCOLN CITY	OR	97367	(541) 921-2627
MICHIGAN - DETROIT SUPPORT CENTER								
413	1	134-1212	Hines Janitorial Service, LLC	6102 Boulder Drive	BURTON	MI	48529	(810) 513-4029
414	2	134-F802	Advanced Commercial Cleaning Services, Inc	11808 Beaconsfield	DETROIT	MI	48224	(313) 310-3513
415	3	134-1147	Bynum's Cleaning Service	15102 Greenview Road	DETROIT	MI	48223	(313) 405-2002
416	4	134-F937	Cecil A Vincent Jr	18200 Curtis	DETROIT	MI	48219	(313) 580-3583
417	5	134-1099	Darnell Cleaning Services, LLC	19990 Wisconsin st	DETROIT	MI	48221	(313) 978-9112
418	6	134-1211	Finesse Empire, LLC	19779 Waltham	DETROIT	MI	48205	(313) 895-6077
419	7	134-1107	Heart of Jesus Community Development Center Inc	19222 Riopelle St	DETROIT	MI	48203	(586) 222-1995
420	8	134-1129	Heart of Jesus Community Development Center Inc	19222 Riopelle St	DETROIT	MI	48203	(586) 222-1995
421	9	134-1166	Hernandez Janitorial LLC	5910 Three Mile Drive	DETROIT	MI	48224	(323) 331-2433
422	10	134-F1015	Lawrence E Jenkins	9911 Lauder	DETROIT	MI	48227	(313) 995-0096
423	11	134-1272	MJM Cleaning Services LLC	9645 Everts Street	DETROIT	MI	48224	(313) 229-6518

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424	12	134-F671	Motown Maintenance	19443 Pennington	DETROIT	MI	48221 (313) 539-0721
425	13	134-1209	Spectacular Cleaning Service LLC	4373 Fullerton	DETROIT	MI	48238 (313) 422-5619
426	14	134-1227	T & G Property Management LLC	8546 Sorrento Street	DETROIT	MI	48228 (616) 337-4790
427	15	134-1257	Tina Wils Multi Services LLC	8826 Coyle Street	DETROIT	MI	48228 (310) 497-3392
428	16	134-1078	VSR Commercial Cleaning Inc	18420 Archdale Road	DETROIT	MI	48235 (313) 255-4981
429	17	134-1201	Chaste Development LLC	22074 Beachwood Avenue	EASTPOINTE	MI	48021 (586) 344-3786
430	18	134-1112	Sovereign Solutions LLC	38200 Saratoga Circle	FARMINGTON HILLS	MI	48331 (313) 475-0179
431	19	134-1090	Theodore Towner	1306 Clancy Ave	FLINT	MI	48503 (810) 336-4830
432	20	134-1199	Premier Quality Cleaning Service LLC	36 West Mahan Avenue	HAZEL PARK	MI	48030 (313) 300-9182
433	21	134-1098	Kevin Sims	4326 Dell Road Apt J	LANSING	MI	48911 (517) 256-4888
434	22	134-1181	Clean With Katrina LLC	30118 John River Drive	NEW HAVEN	MI	48048 (586) 447-6628
435	23	134-T878	Forsyth Enterprises, Inc	43422 W Oakland Dr #175	NOVI	MI	48377 (248) 935-5773
436	24	134-1218	Specialty Cleaning Services LLC	P O Box 48083	OAK PARK	MI	48237 (248) 981-6284
437	25	134-1229	World Wide Sanitation LLC	72 Home Street	PONTIAC	MI	48342 (248) 759-1244
438	26	134-1163	Fulli Clean LLC	9332 Sarasota	REDFORD	MI	48239 (313) 701-2613
439	27	134-1274	Lighthouse LTD	1795 Cliffview Drive, Apt 842	ROCHESTER HILLS	MI	48306 (248) 660-9491
440	28	134-1221	Kings of Klean LLC	16671 Jessica Lane	ROMULUS	MI	48174 (248) 275-7631
441	29	134-1185	Promise Land Janitorial LLC	16289 Harrison	ROMULUS	MI	48174 (313) 205-3348
442	30	134-F149	BRIAN BUFORD	17660 Gateway Circle	SOUTHFIELD	MI	48075 (248) 423-3071
443	31	134-F1016	Douglas L Straughter II	19126 Nadol Dr	Southfield	MI	48075 (248) 250-3399
444	32	134-1214	Johnson's Group Company LLC	17284 Windflower Drive	SOUTHFIELD	MI	48076 (313) 673-5677
445	33	134-1234	Price is Right Cleaning LLC	28400 Lockdale Street, Apt 203	SOUTHFIELD	MI	48034 (313) 917-7423
446	34	134-1213	Shepherd Professional Cleaning Service LLC	9621 East Pickwick Circle	TAYLOR	MI	48180 (734) 589-4687
447	35	134-F665	Elzbieta Skwarek	4315 Alleghany	TROY	MI	48085 (248) 740-8461
448	36	134-1249	A & Z Enterprise LLC	24035 Greenhill Road	WARREN	MI	48091 (248) 259-7551
449	37	134-F910	Bernadeta Rajski	30309 Freda Dr	WARREN	MI	48093 (313) 610-1555
450	38	134-F823	May Johnson	7521 Marian Ave	WARREN	MI	48092 (734) 340-4543
451	39	134-1191	S & S Cleaning Services LLC	31528 Fillmore Street	WAYNE	MI	48184 (313) 799-5330
452	40	134-1225	Byron O Cox LLC	PO Box 250261	WEST BLOOMFIELD	MI	48325 (313) 402-2465
453	41	134-1065	Shamika M Tate	30335 Marshall Court	WESTLAND	MI	48186 (734) 674-4888
454	42	134-1217	Clear Rainbow Cleaning LLC	9757 Maplelawn	YPSILANTI	MI	48198 (734) 845-6981
455	43	134-1165	Hope Cleaning Services LLC	7863 Thornhill Dr	YPSILANTI	MI	48197 (734) 686-4261

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FROM JANUARY 1, 2017 TO DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
GEORGIA - ATLANTA SUPPORT CENTER						
456 1	135-229	A R K Janitorial Services, Inc	4625 Blazing Trail	Atlanta	GA	30349 (404) 772-8262
457 2	135-397	Atlanta Classic Cleaning, LLC	2315 Polaris Way	ATLANTA	GA	30331 (404) 403-5310
458 3	135-372	Dr Clean & Associates, LLC	3535 Peachtree Rd , NE #520251	Atlanta	GA	30326 (757) 753-9038
459 4	135-285	Ephram Marshall dba E-Z Clean	3371 Landing South Drive	ATLANTA	GA	30331 (678) 668-5756
460 5	135-357	KST Commercial Cleaning, LLC	7500 Roswell Rd	Atlanta	GA	30350 (404) 509-4119
461 6	135-438	Maid Away, LLC	3143 Topaz Lane	ATLANTA	GA	30331 (470) 399-4036
462 7	135-454	Saba's Cleaning, LLC	1701Sandalwood Drive	Atlanta	GA	30350 (267) 244-6461
463 8	135-424	T & A Cleaning Pro Services, LLC	P O Box 29091	ATLANTA	GA	30359 (678) 507-8766
464 9	135-360	Beyond Basics LLC	3711 Auldryn Dr	AUSTELL	GA	30106 (404) 914-8127
465 10	135-422	Stephens Superior Cleaning Services LLC	16 Silversmith Trail NW	CARTERSVILLE	GA	30120 (678) 232-7792
466 11	135-362	Blasco & Associates, LLC	5420 Riverdale Road	COLLEGE PARK	GA	30349 (404) 418-2425
467 12	135-386	D & S Cleaning, LLC	5420 Riverdale Rd	COLLEGE PARK	GA	30349 (678) 431-8588
468 13	135-452	Gorgeous Gifted Hands, LLC	639 Garden Walk Blvd	COLLEGE PARK	GA	30349 (313) 817-7109
469 14	135-364	Hands On Professional Services, LLC	2694 Stoneview Ct	CONYERS	GA	30012 (404) 987-7756
470 15	135-376	Richard's Pro Cleaning, LLC	2543 Carleton Gold Rd	DACULA	GA	30019 (484) 681-1863
471 16	135-380	MAROYA SOLUTIONS LLC	343 Stonehenge Dr	DALLAS	GA	30157 (678) 906-0252
472 17	135-394	F & D Transportation, Inc	2836 Knollview Dr	DECATUR	GA	30034 (678) 866-5231
473 18	135-202	Aries Cleaning Solutions, LLC	4910 Crinklepoint Ct	DOUGLASVILLE	GA	30134 (678) 704-5297
474 19	135-458	S & J Dream Clean, LLC	4195 Soaring Drive	DOUGLASVILLE	GA	30135 (424) 772-8335
475 20	135-232	Travis Rawles dba Picture Perfect Interiors	641 River Walk	DOUGLASVILLE	GA	30134 (770) 655-1094
476 21	135-413	LG Solutions, LLC	5198 Gilgal Way	ELLENWOOD	GA	30294 (678) 201-6771
477 22	135-404	Royale Cleaning Systems, LLC	926 High St	GAINESVILLE	GA	30501 (804) 221-0661
478 23	135-387	Ben's Reliable Cleaning Service LLC	78 Venture Pat	HIRAM	GA	30141 (678) 789-3386
479 24	135-358	A1 Professional Services of Georgia, LLC	104 Brown Drive	JONESBORO	GA	30236 (470) 269-3526
480 25	135-449	Antebellum, LLC	6791 Timbers East Drive	LITHONIA	GA	30058 (470) 209-9764
481 26	135-373	Edric Professionals, LLC	1100 Jury Court	LOCUST GROVE	GA	30248 (404) 966-0589
482 27	135-425	Elliott's Cleaning Service, LLC	3015 Wellbrook Dr	LOGANVILLE	GA	30052 (404) 431-0514
483 28	135-312	Agility Solutions Group LLC	1625 Roswell Road Apt 110	MARIETTA	GA	30062 (404) 918-3693
484 29	135-450	Happy Cleaning, LLC	1035 Franklin GTWY SE	MARIETTA	GA	30067 (678) 790-7992

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		Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
485	30	135-350	Nuclear Pro Cleaning Services, LLC	2037 K Powers Ferry Rd SE	MARIETTA	GA	30067	(678) 865-2704
486	31	135-352	T & C Commercial Cleaning Service, LLC	6464 W Meyer Ct	MORROW	GA	30260	(404) 731-5718
487	32	135-385	Divine Professional Cleaning Services, LLC	1675 Camden Forrest Way	RIVERDALE	GA	30296	(404) 936-7324
488	33	135-391	Superior Investments Atlanta, LLC	2385 Ashton Dr	ROSWELL	GA	30076	(404) 457-0954
489	34	135-316	Tenali Cleaning Service LLC	2601 Crestlane Dr , #316	SMYRNA	GA	30080	(770) 369-6578
490	35	135-351	Georgia Simply Klean, LLC	6306 Southland Trace	STONE MOUNTAIN	GA	30087	(404) 421-5949
491	36	135-359	Green Kleen Commercial Cleaning LLC	584 Oakview Trail	STONE MOUNTAIN	GA	30087	(404) 565-4171
492	37	135-437	Crystal Clean Cleaning Services, LLC	3504 Silverton Reach	UNION CITY	GA	30291	(614) 900-1596
LOUISIANA- LOUISIANA SUPPORT CENTER								
493	1	137-314	Geaux Crazy Cleaning Services LLC	13781 Gentilly Ct	BATON ROUGE	LA	70810	(225) 768-7076
494	2	137-294	Mike's Solution 2Meth Cleanup, Inc	386 Harmony Trail	DERIDDER	LA	70634	(337) 401-6955
495	3	137-285	I K D 'S Cleaning Service, LLC	2824 S Burnside Ave	GONZALES	LA	70737	(504) 452-2664
496	4	137-302	LMD Cleaning Services, LLC	2520 W Pearl Dr	MARRERO	LA	70072	(504) 346-7251
497	5	137-320	Team Trisa Cleaning Service LLC	3629 Ridgelake Drive	METAIRIE	LA	70002	(504) 201-9289
498	6	137-297	L & J Commercial Cleaning, LLC	1433 Filmore St	MORGAN CITY	LA	70380	(985) 518-0197
499	7	137-275	Chatman Enterprises, LLC	5521 Bentley Drive	NEW ORLEANS	LA	70126	(504) 247-3391
500	8	137-303	Dee Dee Cleaning Services, LLC	505 Newton St	NEW ORLEANS	LA	70114	(504) 289-6765
501	9	137-322	First Step Clean LLC	1645 Gentilly Blvd	NEW ORLEANS	LA	70119	(504) 247-8941
502	10	137-272	The Clean Enforcers, LLC	4913 Virgilian St	NEW ORLEANS	LA	70126	(504) 473-3697
503	11	137-F219	Lakeisha Mitchell	576 NW 2nd Street	RESERVE	LA	70084	(504) 237-8638
504	12	137-253	S&J Home and Commercial Cleaning, LLC	2022 Oak Creek Rd	RIVER RIDGE	LA	70123	(504) 333-3352
505	13	137-291	Taylor And Sons Enterprise, LLC	3116 College Street	SLIDELL	LA	70458	(504) 931-0943
506	14	137-301	Nixon Cleaning Services, LLC	6946 Marshal Bond Rd	ZACHARY	LA	70791	(225) 270-2179
VIRGINIA- RICHMOND SUPPORT CENTER								
507	1	138-FR475	Carl K Hayes	337 Wayside Road	Baskerville	VA	23915	(434) 247-0209
508	2	138-9822	Andress Inc	6021 Eagles Crest Dr	CHESTERFIELD	VA	23832	(804) 640-5628
509	3	138-9780	CLEANRUS, LLC	9513 Stonemeadow Ct	GLEN ALLEN	VA	23060	(804) 350-8971
510	4	138-9756	RHYM, LLC	9528 Hungary Woods Dr	GLEN ALLEN	VA	23060	(804) 253-5057
511	5	138-FR623	Tamara Johnson	11728 Kimbolton Place	GLEN ALLEN	VA	23059	(804) 651-4707

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512	6	138-FR643	White's Commercial Cleaning/Detailing LLC	4741 Altair Rd	HENRICO	VA	23231	(804) 528-6424
513	7	138-F9679	Duane A Karsten dba PDKlean	PO Box 345	KESWICK	VA	22947	(434) 953-5105
514	8	138-9789	Midar, LLC	11804 Chadwick Lane	PETERSBURG	VA	23805	(206) 384-0713
515	9	138-9731	ECOCLEAN Environmental Services, LLC	9804 Aldersmead Pl	RICHMOND	VA	23236	(804) 320-3854
516	10	138-9828	Home Sweet Home Cleaners LLC	8A West Charity Street	RICHMOND	VA	23220	(804) 878-2797
517	11	138-9740	Jose Hernandez dba J & M Cleaning	2226 Creighton Rd	RICHMOND	VA	23223	(804) 502-7786
518	12	138-9825	Perfection Janitorial LLC	101 N Pinetta Dr Unit 36658	RICHMOND	VA	23235	(804) 967-4547
519	13	138-9823	Quick Sweep LLC	1214 W Franklin St #13	RICHMOND	VA	23220	(804) 585-5319
520	14	138-F9653	R & V Janitorial Services LLC	1505 Kemper Street	Richmond	VA	23220	(804) 319-7168
521	15	138-9830	Treasure Jo! Cleaning LLC	2922 Haddington Ct	RICHMOND	VA	23224	(804) 306-2043
522	16	138-9770	Triple A Cleaning Services LLC	4605 Coldstream Drive	RICHMOND	VA	23234	(804) 303-2116
523	17	138-9782	Triple XXX Cleaning Service LLC	1223 N 37th Street	RICHMOND	VA	23223	(804) 400-3584
524	18	138-9840	Versatile Cleaning LLC	205 Newbridge Circle #F	RICHMOND	VA	23223	(917) 584-9365

VIRGINIA - VIRGINIA BEACH SUPPORT CENTER

525	1	139-1030	Presidential Cleaning Services, LLC	4320 Sugarstone Lane	CHARLOTTE	NC	28269	(757) 768-5909
526	2	139-1164	Clean Mary LLC	507 Centerville Trpk S	CHESAPEAKE	VA	23322	(757) 618-0906
527	3	139-1116	Pristine Cleaning, LLC	1919 Shepherds Gate	CHESAPEAKE	VA	23320	(757) 515-1094
528	4	139-1182	SEA 5 UNITY LLC	152 Jenness Lane Apt D	NEWPORT NEWS	VA	23602	(757) 768-9208
529	5	139-1143	TNT Magnificent Cleaning LLC	92 River Palms Road	NEWPORT NEWS	VA	23608	(916) 752-3548
530	6	139-1151	Fresh Start Cleaning LLC	5512 Berry Hill Road	NORFOLK	VA	23502	(757) 717-4509
531	7	139-1175	Queen B Cleaning Services LLC	1023 Chapel Street	NORFOLK	VA	23504	(757) 305-3229
532	8	139-1108	Spotless Janitorial Services LLC	5656 Tidewater Drive Apt 13	NORFOLK	VA	23509	(757) 338-6268
533	9	139-F716	Mike's Cleaning Solutions, LLC	60 Prospect Pkwy	PORTSMOUTH	VA	23702	(757) 620-5942
534	10	139-1084	Travis A Godbolt dba Third Pearl	1556 Sangaree Circle	VIRGINIA BEACH	VA	23464	(757) 232-0764

OHIO - DAYTON SUPPORT CENTER

535	1	140-917	D5 Cleaning Service LLC	2304 Eagle Ridge Drive	CENTERVILLE	OH	45459	(937) 674-8474
536	2	140-866	Allister Thorpe dba Thorpe's Janitorial Services	1554 Cornell Drive	DAYTON	OH	45406	(937) 677-5825
537	3	140-911	Barker Cleaning Services, LLC	4242 Gardendale Ave	DAYTON	OH	45426	(937) 694-0576
538	4	140-970	Cooper Janitorial Service LLC	345 Bolander Ave	Dayton	OH	45417	(937) 554-5823
539	5	140-966	Executive Janitorial Professionals, LLC	8809 Salem Ridge Dr	Dayton	OH	45458	(937) 232-2553

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540	6	140-937	GWIZA LLC	3860 Lakebend Dr - Apt A1	Dayton	OH	45404	(937) 654-6146
541	7	140-848	James E Clark III	1209 Edison St	DAYTON	OH	45417	(937) 305-9400
542	8	140-650	Jerome Demmings	76 Friendship Circle	DAYTON	OH	45426	(937) 344-0524
543	9	140-936	SMIF TEAM LLC	1779 Academy Place	Dayton	OH	45406	(937) 443-7794
544	10	140-924	Tarantine Janitorial Services LLC	4631 Loral Dr	Dayton	OH	45417	(937) 260-0396
545	11	140-929	Value Cleaning Team LLC	126 Shannon St	Dayton	OH	45402	(937) 620-2074
546	12	140-648	Syed Sam Hussain	1483 Cameron Drive	FAIRBORN	OH	45324	(937) 830-1458
547	13	140-870	Junior Jean Louis dba Kinam Services	6339 Nightwind Court	HUBER HEIGHTS	OH	45424	(937) 718-5722
548	14	140-639	Maureen I Weidner	104 N Twelfth Street	Miamisburg	OH	45342	(937) 866-8171
549	15	140-930	IN FAITH 5 STAR CLEANING LLC	736 Madison St	SPRINGFIELD	OH	45503	(614) 370-4785
550	16	140-912	Barker Commercial Cleaning, LLC	4242 Gardendale Ave	TROTWOOD	OH	45426	(937) 475-8220

PENNSYLVANIA - PITTSBURGH SUPPORT CENTER

551	1	141-915	Erik Edmonds	1431 Grandview Ave	BRADDOCK	PA	15104	(412) 824-1559
552	2	141-1035	The Family Hustle Cleaning, LLC	1209 Goldstrohm Lane	DUQUESNE	PA	15110	(412) 271-4750
553	3	141-1039	Drew's Enterprise LLC	110 1st Ave	LEECHBURG	PA	15656	(412) 636-1250
554	4	141-F663	Gary Richardson	539 Green Leaf Drive	Monroeville	PA	15146	(412) 607-5395
555	5	141-F827	Milton D Horton	306 Clabale Drive	North Versailles	PA	15137	(412) 853-5669
556	6	141-F755	Demond M Haynes	525 Fifth Street	PITCAIRN	PA	15140	(412) 287-0850
557	7	141-1048	3 Sons Enterprises, LLC	66 N Joslyn Dr	PITTSBURGH	PA	15235	(412) 923-8967
558	8	141-943	April Durham dba April's Cleaning	PO BOX 4894	PITTSBURGH	PA	15206	(412) 427-7484
559	9	141-1026	Coris Cleaning Services, LLC	817 Bryn Mawr Rd	PITTSBURGH	PA	15219	(412) 670-5294
560	10	141-1006	Infinito Enterprise LLC	7550 Melrose Street	PITTSBURGH	PA	15218	(412) 485-9111
561	11	141-1005	Jay's Cleaning LLC	558 Seagirt St	PITTSBURGH	PA	15221	(724) 993-3399
562	12	141-1066	Jaysen 5 Star Cleaning Services, LLC	5322 Mossfield St	PITTSBURGH	PA	15224	(412) 737-8266
563	13	141-F616	John Scavo	1648 Nash Avenue	PITTSBURGH	PA	15235	(412) 378-1661
564	14	141-1078	K&K Commercial Cleaning LLC	1283 Blackadore Ave	PITTSBURGH	PA	15221	(412) 515-4897
565	15	141-976	Laron Harper dba LaCa Company	380 Enright Court	PITTSBURGH	PA	15206	(412) 969-3609
566	16	141-997	Modo Cleaning Services LLC	1882 Clayton Ave	PITTSBURGH	PA	15214	(412) 290-5857
567	17	141-1073	Murphy's Cleaning Service, LLC	425 Charles St	PITTSBURGH	PA	15210	(412) 475-7406
568	18	141-996	N E L Enterprise LLC	1525 Broadhead St	PITTSBURGH	PA	15206	(412) 908-9810
569	19	141-1038	Pristine Corporate Cleaning, LLC	340 Enright Ct	PITTSBURGH	PA	15206	(412) 320-6930
570	20	141-1051	Royal Double Up, LLC	918 Memory Lane	PITTSBURGH	PA	15219	(412) 992-6285
571	21	141-881	SixThree Enterprises, LLC	18 Edinburg Drive	PITTSBURGH	PA	15235	(412) 726-5734

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572	22	141-1055	Smithson Solutions, LLC	415 Shelbourne Dr	PITTSBURGH	PA	15239	(412) 475-4297
573	23	141-979	Strongheart Cleaning Company, LLC	2036 Sampson St	PITTSBURGH	PA	15221	(412) 731-3468
574	24	141-1020	Ash & Carl Cleaning, LLC	823 Smokeywood Drive	SWISSVALE	PA	15218	(412) 961-1424
575	25	141-1034	Rocket Investments, LLC	364 Marshall Heights Drive	WEXFORD	PA	15090	(412) 224-7782
NORTH CAROLINA - CHARLOTTE SUPPORT CENTER								
576	1	142-1141	NGP Enterprise, LLC	2010 Castleton Court	BELMONT	NC	28012	(980) 251-3444
577	2	142-1086	Alem Services, LLC	12502 Cumberland Cove Drive	CHARLOTTE	NC	28273	(704) 726-0362
578	3	142-1092	Ayele Cleaning, LLC	16120 Raptor Ct	CHARLOTTE	NC	28278	(704) 965-3391
579	4	142-1145	BBC Global Services, LLC	7319 Woodbourne Lane	CHARLOTTE	NC	28273	(704) 777-1684
580	5	142-1088	Berhanu Services, LLC	2904 Kilborne Drive	CHARLOTTE	NC	28205	(952) 992-0026
581	6	142-1057	Christopher Robinson dba CCS Building Service	6906 Barefoot Forest Dr	CHARLOTTE	NC	28269	(704) 303-1295
582	7	142-1062	DM Ennis Commercial Cleaning	8914 Overaly Ct	CHARLOTTE	NC	28216	(704) 957-8179
583	8	142-F309Y	Herbert L Horton	PO Box 7808	CHARLOTTE	NC	28241	(704) 504-4790
584	9	142-1085	Miller Cleaning Services, LLC	7545 Lady Liberty Ln	CHARLOTTE	NC	28217	(704) 737-4383
585	10	142-1087	MS14 Services, LLC	15034 Jerpoint Abby Drive	CHARLOTTE	NC	28273	(704) 615-4478
586	11	142-1011	Nichole T Ford dba D & N Commercial Cleaning Service	6525 Quarterbridge Lane	CHARLOTTE	NC	28262	(704) 390-3110
587	12	142-1108	Pernas Global Services, LLC	11724 Ragan Elizabeth	CHARLOTTE	NC	28278	(704) 968-0259
588	13	142-1123	Quick Step Services, LLC	10027 Garth Wood Rd	CHARLOTTE	NC	28273	(980) 248-8950
589	14	142-F195	REGINALD V BOWMAN	10506 Wilson Glen Dr	CHARLOTTE	NC	28214	(704) 394-6768
590	15	142-1171	Scientific Touch, LLC	8301 Long Creek Club Drive	CHARLOTTE	NC	28216	(336) 686-8854
591	16	142-1181	Susie's House of Cleanliness, LLC	8529 Westhope Street	CHARLOTTE	NC	28216	(704) 231-7451
592	17	142-1056	Toni Jackson dba T & V Cleaning Service	13613 Armour Ridge Drive	CHARLOTTE	NC	28273	(704) 497-1343
593	18	142-1179	Zeb's Professional Cleaning Service, LLC	9209 Bradstreet Commons Way	CHARLOTTE	NC	28215	(704) 607-3982
594	19	142-1027	Eduardo Castro	1203 Cloninger Avenue	GASTONIA	NC	28052	(704) 858-1251
595	20	142-1104	Higher Grounds, LLC	4001 Sential Drive	INDIAN TRAIL	NC	28079	(980) 722-3653
596	21	142-1114	Omoreno Services, LLC	4601 Jacquelyne Drive	INDIAN TRAIL	NC	28079	(704) 441-5097
597	22	142-1186	S Harry Cleaning, LLC	323 Pineview Drive, Apt B12	KERNERSVILLE	NC	27284	(336) 695-6794
598	23	142-1133	Brazil Cleaning Services, LLC	13300 Idewild Road	MATTHEWS	NC	28105	(704) 450-9752
599	24	142-1078	J & D Clean and Care, LLC	304 Planters Way	MOUNT HOLLY	NC	28120	(704) 369-4094

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600	25	142-1103	Cureton Perfection Cleaning Services, LLC	6806 Rehobeth Rd	WAXHAW	NC	28173	(704) 609-4360
601	26	142-1121	Warley's Enterprise, LLC	PO Box 297	WAXHAW	NC	28173	(704) 713-4309
602	27	142-F346Y	Stephen P Lee	PO Box 403	CLOVER	SC	29710	(980) 422-5381
603	28	146-F113Y	William M Watson Sr	4504 Pine Lake Drive	MYRTLE BEACH	SC	29577	(843) 236-2658
604	29	142-1113	Miller Cleaning Services, LLC	339 Glenwood Drive	ROCK HILL	SC	29732	(803) 524-8083
605	30	142-1112	Tidy-Pros, LLC	4873 Brown Sanders Road	ROCK HILL	SC	29730	(803) 818-0210
CALIFORNIA - SAN FRANCISCO SUPPORT CENTER ¹								
606	1	735-F9020	Jose S Vasquez	28200 Amour St	Hayward	CA	94545	(510) 600-8967
607	2	150-11287	Andrade Janitorial Services LLC	2000 36th Avenue Apt 104	OAKLAND	CA	94601	(510) 692-2675
608	3	150-11314	Kamilas Cleaning Services LLC	1304 54th Ave	OAKLAND	CA	94601	(510) 563-9689
609	4	150-11299	J and N Cleaning Services LLC	1060 Willow Street Suite 3 #117	SAN JOSE	CA	95125	(408) 497-2543
610	5	150-11300	JV Cleaning Services LLC	171 Danze Dr	SAN JOSE	CA	95111	(408) 609-1983
611	6	150-11302	LMB Janitorial Services LLC	1007 Leigh Ave Apt 1	SAN JOSE	CA	95128	(408) 439-6918
612	7	150-11311	ARA Business Services LLC	15774 Paseo Largavista	SAN LORENZO	CA	94580	(650) 445-1449
613	8	150-11323	Angelical Touch Cleaning Services LLC	1730 Commercial Way Space 22	SANTA CRUZ	CA	95065	(831) 461-5413
614	9	150-11286	Ecorange LLC	3140 San Gabriel Way	UNION CITY	CA	94587	(510) 714-9329
UTAH- UTAH SUPPORT CENTER ¹								
615	1	151-87	Jessie Gonzalez dba Mundus	1038 W 630 N	BONNIE	UT	84057	(801) 473-4148
616	2	151-159	Triple C's Janitorial Services, LLC	61 E 2200 S	CLEARFIELD	UT	84015	(808) 425-6446
617	3	151-168	The Ayers and Goode, LLC	7091 S 2700 E	Cottonwood Heights	UT	84121	(971) 533-1111
618	4	151-118	Estradas Cleaning	626 W 640 N	OREM	UT	84057	(385) 477-8200
619	5	151-117	JT Coverclean, LLC	222 N 1200 W Trailer # 171	OREM	UT	84057	(801) 687-8873
620	6	151-157	Esmeralda's Professional Office Solutions, LLC	850 N Main #27	SPRINGVILLE	UT	84663	(801) 704-9667
621	7	775-F46	Jesus Cama	3509 W El Cajon Circle	West Valley City	UT	84119	(801) 654-7125
622	8	151-136	Just Right Cleaning LLC	1508 S 840 W	WOODS CROSS	UT	84087	(801) 361-2914
CALIFORNIA - LOS ANGELES SUPPORT CENTER ¹								
623	1	733-T18074	Reyes Villar Andrade	4747 Cutler Ave	BALDWIN PARK	CA	91706	(626) 452-0539
624	2	152-18119	United Maintenance Services LLC	7950 Lynda Lane	BELL GARDENS	CA	90201	(323) 629-2990
625	3	152-18153	Moore's Cleaning Services LLC	16222 S Visalia Avenue	CARSON	CA	90746	(760) 458-3856
626	4	733-18063	Maria Bojorquez	4121 La Salle Ave	LOS ANGELES	CA	90062	(323) 385-2802

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
627	5	152-18148	Number 1 Cleaning Services Inc	6514 1/2 West Blvd	LOS ANGELES	CA	90043	(213) 321-6984
628	6	152-18150	Taipan Enterprise Inc	2306 West 74th Street	LOS ANGELES	CA	90043	(702) 759-3835
629	7	152-18167	Barahona of LA Cleaning Inc	11749 Runnymede Street	North Hollywood	CA	91605	(818) 423-0508
630	8	152-18173	DJ Commercial Cleaning LLC	3048 Del Mar Ave	ROSEMEAD	CA	91770	(626) 863-6454
HAWAII - HAWAII SUPPORT CENTER ¹								
631	1	734-F594	Brian Dy	99-579 Kulawea Street	AIEA	HI	96701	(808) 228-2485
632	2	153-1229	Benji Cabutaje dba All In Cleaning Services	91-1051 Keoneula Blvd	EWA BEACH	HI	96706	(808) 227-6896
633	3	153-1284	Dedicated Cleaners LLC	91-1330 Kilihue Street	EWA BEACH	HI	96706	(808) 689-4423
634	4	153-1300	Don's Quality Cleaning LLC	91-947 Mailani St	EWA BEACH	HI	96706	(808) 722-4626
635	5	153-1228	Eligio Tacuboy dba E & G Cleaning Services	91-106 Ahole Place	EWA BEACH	HI	96706	(808) 675-1417
636	6	153-1332	Liane's Cleaning Business LLC	91-2168 Fort Weaver Rd	EWA BEACH	HI	96706	(808) 255-3435
637	7	734-F556	Aldroly Mato	P O Box 372046	HONOLULU	HI	96837	(808) 756-5983
638	8	153-1260	Aloha Clean King, LLC	2051 Young Street, Apt 26	HONOLULU	HI	96826	(808) 542-8557
639	9	153-1250	C & L Maintenance, LLC	920 Emmeluth Lane	HONOLULU	HI	96817	(808) 721-0877
640	10	734-1087	Cadiz Cleaning Service LLC	606-B Kunawai Lane	Honolulu	HI	96817	(808) 478-1218
641	11	734-F522	Corazon Delos Nieves	1723 Kalani St Apt #301	HONOLULU	HI	96819	(808) 203-7306
642	12	734-F588	Daisy Duque	4373 Halupa Street	HONOLULU	HI	96818	(808) 389-5013
643	13	734-1226	John Velasco	3273 Kalihī Street	HONOLULU	HI	96819	(808) 358-6427
644	14	734-1099	Lemina Sufia	1529 Ahonui Street Apt #1 E	Honolulu	HI	96819	(808) 221-3836
645	15	153-1301	Leonida's Cleaning Services LLC	922 Factory Street Apt 205	HONOLULU	HI	96819	(808) 365-8574
646	16	153-1269	LJ Cleaning Services, LLC	1335 Gulick Ave	HONOLULU	HI	96819	(808) 853-0367
647	17	153-1298	M & A's CLEANING AND MAINTENANCE SERVICES LLC	1723 Kamehameha IV Rd Apt C	HONOLULU	HI	96819	(808) 428-5874
648	18	153-1324	Noble Maintenance & Cleaning Systems LLC	350 Ward Ave Ste 106-441	HONOLULU	HI	96814	(808) 551-4996
649	19	734-F590	Norwel Magbulos	1351 Kukila St	HONOLULU	HI	96818	(808) 393-1957
650	20	153-1308	R Amoguis Cleaning LLC	1723 Perry Street	HONOLULU	HI	96819	(808) 954-5179
651	21	153-1285	Rudy's Yard and Cleaning Services LLC	640 Kalihī Street	HONOLULU	HI	96819	(808) 725-0903
652	22	153-1232	Wilfredo Bonilla dba Aloja General Cleaning Services	2516 A Rose Street	HONOLULU	HI	96819	(808) 492-8797

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653	23	734-F605	Rene Rivera	45-401 Kuaua Way	Kaneohe	HI	96744	(808) 599-0060
654	24	153-1309	Alexa's Cleaning Services LLC	95-023 Waihou St Apt B211	MILILANI	HI	96789	(808) 383-9695
655	25	734-F559	Ester S Palacsá	95-209 Kahiku Pl	Mililani	HI	96789	(808) 728-2481
656	26	734-F633	Chris Jan Factora	830 Second St	PEARL CITY	HI	96782	(804) 428-5607
657	27	734-1045	Kevin Kim	98-1710B Kaahumanu St	Pearl City	HI	96782	(808) 375-3129
658	28	734-F650	Myrna Gustilo dba GMM Cleaning Services	2304 Hoohai St	Pearl City	HI	96782	(808) 430-1303
659	29	153-1286	Ron's Cleaning Services LLC	1126 Hoola Place #2C	PEARL CITY	HI	96782	(808) 677-7488
660	30	153-1361	Vision Cleaning Services LLC	1492 Kawelu St	PEARL CITY	HI	96782	(808) 209-3055
661	31	153-1303	RCM Cleaning Services LLC	1321 Ahe Ahe Ave	WAHIAWA	HI	96786	(808) 724-7263
662	32	153-1276	Wendel Ali'i Services, LLC	521 Ihiihi Avenue	WAHIAWA	HI	96786	(808) 840-3922
663	33	734-F604	Zenaida Rufo	235 Olive Avenue	WAHIAWA	HI	96786	(808) 255-3350
664	34	734-F616	Cora Tapaoan	94-345 Kahuawai Street	Waipahu	HI	96797	(808) 676-8665
665	35	734-F549	Eddie & Novalyn Dalere	94-303 Hanawai Circle	Waipahu	HI	96797	(808) 206-2433
666	36	734-F652	G&C Cleaning	94-294 Kahuawai St	Waipahu	HI	96797	(808) 368-1901
667	37	734-F592	Hector Manayan	94-816 Kumukula St	WAIPAHU	HI	96797	(808) 469-0568
668	38	153-1291	HELPING HANDS CLEANING SERVICES LLC	94-1045 Kaloli Loop	WAIPAHU	HI	96797	(808) 728-1021
669	39	153-1293	Joe's Cleaning Services LLC	94-049 Waipahu Street #206	WAIPAHU	HI	96797	(808) 386-2162
670	40	734-F645	Marites Cleaning	94-1129 Kahuanui Street	Waipahu	HI	96797	(808) 294-5665
671	41	153-1297	MJ Cleaning Services LLC	94-1156 Awaiki Street	WAIPAHU	HI	96797	(808) 636-9719
672	42	734-F626	Odilon Aceret	94-248 Pupukoe Street	WAIPAHU	HI	96797	(808) 386-0719
673	43	734-F561	Roger Domingo	94-249 Waialele Road, #D-120	WAIPAHU	HI	96797	(808) 388-5140
CALIFORNIA - FRESNO SUPPORT CENTER ¹								
674	1	766-1164	Liz Beckman	1619 Adrian Street	Bakersfield	CA	93308	(661) 393-5217
675	2	154-12080	M & T Janitorial Service LLC	3413 Margalo Ct	BAKERSFIELD	CA	93313	(661) 246-8176
676	3	766-T5259	Adam Lee	3034 Roberts Ave	CLOVIS	CA	93619	(559) 473-7348
677	4	154-12015	Vinay Sharma dba SAFAA-Cleaning Service	2195 Golden Avenue	CLOVIS	CA	93611	(559) 940-3048
678	5	154-12043	Elizabeth Mendez Cleaning, LLC	2005 Lorina Ave	CORCORAN	CA	93212	(559) 991-6124
679	6	766-F5198	Chia Thai Moua	4585 Burns Avenue	FRESNO	CA	93725	(559) 259-0753
680	7	766-F5189	Kiaw Thao	P O Box 6256	Fresno	CA	93703	(559) 486-0574
681	8	154-12064	Herrera's Professional Clean, LLC	11388 13th Ave	HANFORD	CA	93230	(559) 260-6644

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682	9	154-12033	Herrera's Perfect Clean, LLC	1722 Skelton Street	SELMA	CA	93662	(559) 246-9549
683	10	766-F5183	Theresa Puga	4717 W SCHOOL AVE	VISALIA	CA	93291	(559) 697-9438
NEBRASKA- OMAHA SUPPORT CENTER								
684	1	739-F1034	Fingerprint Cleaning LLC	421 Forest Drive	COUNCIL BLUFFS	IA	51503	(712) 326-9018
685	2	156-2158	L & E Cleaning Services LLC	3200 Indianola Avenue Apt D36	DES MOINES	IA	50315	(515) 770-4756
686	3	156-2155	D&M Cleaning Solutions Inc	2616 South 10th Avenue	BROADVIEW	IL	60155	(708) 674-0718
FLORIDA - PALM BEACH SUPPORT CENTER								
687	1	498-2093	Etax Pro, Inc dba Pro Health Cleaning System	1600 NW 2nd Avenue, Suite 15	BOCA RATON	FL	33431	(561) 929-4676
688	2	498-2087	Green Cleaning Service of Boca, Corp	650 SW 2nd Avenue	BOCA RATON	FL	33432	(561) 929-6256
689	3	498-2084	Joel Almonte dba Eco Smart Cleaning Solutions	233320 Sedawie Drive	BOCA RATON	FL	33433	(561) 317-6984
690	4	498-2101	B & B Cleanest Cleaning Service LLC	165 Susan Carol Ln	FORT PIERCE	FL	34982	(772) 204-6981
691	5	498-2178	Fresh Beginnings Cleaning Service LLC	4322 Southlandar Dr	LAKE WORTH	FL	33463	(561) 541-5506
692	6	498-2184	G & L Cleaning Services of Palm Beach LLC	6828 Bruce Ct	LAKE WORTH	FL	33463	(561) 201-4456
693	7	498-2045	Mireflor Anasco	3015 Evans Drive	LAKE WORTH	FL	33461	(561) 506-4648
694	8	498-2106	Piteira Services Inc	2760 NE 48th Ct	Lighthouse Point	FL	33064	(561) 654-6131
695	9	498-2155	Full Commercial Cleaning Inc	1313 13th Lane	Palm Beach Gardens	FL	33418	(954) 865-3151
696	10	498-2183	Edson's Cleaning Service LLC	337 SW Donna Terr	PORT SAINT LUCIE	FL	34984	(772) 206-1858
697	11	498-2066	L & L Cleaning Service, LLC	2086 SW Caprise Street	PORT SAINT LUCIE	FL	34953	(561) 729-4937
698	12	498-2163	Aroma Cleaning Service LLC	14605 Horseshoe Trace	WELLINGTON	FL	33414	(954) 934-7434
699	13	498-2131	Elsy's Janitorial Services Inc	1466 Royal Forest Ct	West Palm Beach	FL	33406	(561) 398-1250
700	14	498-2151	Freshen Up LLC	1613 Sherwood Ave	West Palm Beach	FL	33407	(561) 723-5423
701	15	498-2064	Jeannette Colon dba Diamond Janitorial Special Services	2805 Georgia Ave	West Palm Beach	FL	33405	(561) 727-0577
702	16	498-2073	Juana Calderon dba Arelis Cleaning Servi	2092 Bonnie Drive	West Palm Beach	FL	33415	(561) 856-5296
703	17	498-2138	L W V Cleaning Services LLC	1741 Woods Bend Rd	West Palm Beach	FL	33406	(561) 329-9316
704	18	498-2126	LJF Services LLC	2427 24th Way	West Palm Beach	FL	33407	(239) 692-5849
705	19	498-2051	Roberto Iglesias	823 Colonial Rd	West Palm Beach	FL	33405	(561) 452-1983

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706	20	498-2114	SCM Management Cleaning Services, Inc	6267 Fairgreen Road	West Palm Beach	FL	33417	(561) 255-5265
707	21	498-F2006	Sonia Suarez Perez	4773 Sunny Palm Circle	West Palm Beach	FL	33415	(561) 932-6669
FLORIDA - SOUTH FLORIDA SUPPORT CENTER								
708	1	501-7536	Sufficient Cleaning Services LLC	2960 NW 203rd Terr	CAROL CITY	FL	33056	(954) 483-0301
709	2	501-F7253	Luz A Marin & Jose Acosta	6614 SW 41 Place	Davie	FL	33314	(954) 479-0958
710	3	501-7348	Overnight Cleaning Services, Inc	2124 Nova Village Dr	DAVIE	FL	33317	(954) 687-3921
711	4	501-F7272	Shamikia Norman	2100 NW 31 Ave	FORT LAUDERDALE	FL	33311	(954) 687-6704
712	5	501-7540	Fela's Cleaning Service Inc	339 4th St Unit 2	HIALEAH	FL	33010	(786) 712-3895
713	6	501-7384	Gley Betancourt Cleaning Corporation	531 E 60th St	HIALEAH	FL	33013	(786) 416-4529
714	7	501-7522	Rodriguez Cleaning Services LLC	1149 West 42nd Place	HIALEAH	FL	33012	(786) 203-6578
715	8	501-7476	Tropical Cleaning Services Corp	660 East 50th Street	HIALEAH	FL	33013	(773) 540-9292
716	9	501-7479	Y & A Cleaning Company LLC	18875 NW 62nd Avenue # 104	HIALEAH	FL	33015	(786) 306-4149
717	10	501-7423	Ivon Hermida dba CHN Cleaning Services	6361 Raleigh St	HOLLYWOOD	FL	33024	(954) 871-6263
718	11	501-F1031	J&J Ultimate Cleaning	2615 POLK ST APT #27	HOLLYWOOD	FL	33020	(954) 589-2840
719	12	501-7607	ZBEST4U LLC	2900 N 24th Ave #7308	HOLLYWOOD	FL	33020	(240) 605-0757
720	13	501-7451	Kleen Sweep	1310 NW 54th Terrace	LAUDERHILL	FL	33313	(954) 560-7619
721	14	501-T7305	Lloyd Garvey	3301 Spanish Moss Ter	LAUDERHILL	FL	33319	(954) 326-8968
722	15	501-F1058	Carlton Scarlett	2022 Seville Street	Margate	FL	33063	(954) 977-4718
723	16	501-7518	Incomparable RR Cleaning Services LLC	4960 SW 7th Ct	MARGATE	FL	33068	(754) 246-1735
724	17	501-F4021	Almas Cleaning Service Inc	2996 NW 5th Street	Miami	FL	33125	(305) 643-0384
725	18	501-7454	CID National Clean, LLC	1343 NW 33rd Street	MIAMI	FL	33142	(786) 217-5944
726	19	501-F7317	Day and Night Cleaning Services Corp	5900 SW 127th Ave #3111	MIAMI	FL	33183	(305) 492-3915
727	20	501-7588	E & L Building Maintenance LLC	PO Box 13276	MIAMI	FL	33101	(786) 459-6584
728	21	501-F6031	Gerardo V Acosta	7211 SW 5th Terrace	MIAMI	FL	33144	(305) 989-1369
729	22	501-7510	Guadalupe Cleaning Services LLC	3106 NW 63rd Terrace	MIAMI	FL	33147	(786) 333-5430
730	23	501-7437	Leopold Jean -Bapiste dba Loberj Cleaning Services	4683 NW 164 Street	MIAMI	FL	33054	(786) 218-5288
731	24	501-7555	LS Cleaning Services Corp	1770 NW 175th St	MIAMI	FL	33056	(786) 553-9748
732	25	501-F565	Maria E Martin	9635 SW 163rd Place	Miami	FL	33196	(305) 388-5816
733	26	501-7546	Masters Cleaning Services LLC	1793 NW 48th St	MIAMI	FL	33142	(305) 905-4726

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems Inc Support Center

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734	27	501-7533	Nevaeh's Superior Detailing Inc	6600 NW 27th Ave	MIAMI	FL	33147	(786) 641-1701
735	28	501-7553	Power & Glory Inc	759 NW 115th St	MIAMI	FL	33168	(305) 924-3203
736	29	501-7547	Pringle Professional Cleaning LLC	1840 NW 81 Street	MIAMI	FL	33147	(305) 696-9135
737	30	501-7592	Sun Cleaners Corp	13910 NE 12th Ave	MIAMI	FL	33162	(786) 312-3995
738	31	501-7570	Versalles Cleaning Corp	14851 SW 104th St #22	MIAMI	FL	33196	(786) 734-3516
739	32	501-7526	Vision Janitorial LLC	3700 NW 22nd Ct	MIAMI	FL	33142	(305) 494-9397
740	33	501-7569	World Choice Cleaning Services LLC	777 NW 155th Lane Unit 515	MIAMI	FL	33169	(786) 515-4774
741	34	501-7511	Alfredo's Cleaning Service LLC	2433 Centergate Drive # 102	MIRAMAR	FL	33025	(407) 579-1537
742	35	501-7497	Barnett Cleaning Service LLC	6977 SW 36th Drive	MIRAMAR	FL	33023	(786) 262-5568
743	36	501-F4006	Victoria Elliott	18711 NE 3rd Court Apt #225	North Miami Beach	FL	33179	(305) 652-7729
744	37	501-7613	Harris Janitorial Service II, LLC	13875 NW 22nd Ave #201	OPA LOCKA	FL	33054	(305) 684-7021
745	38	501-7557	Lindsays Commercial Cleaning Service LLC	630 SW 69th Terr	PEMBROKE PINES	FL	33023	(786) 325-3180
746	39	501-7542	Extremely Clean LLC	12289 NW 1st St	PLANTATION	FL	33325	(954) 397-5941
747	40	501-7411	Nicolas Abreu dba Abreu Solutions	745 NW 49th Ave	PLANTATION	FL	33317	(954) 809-5476
748	41	501-F7296	TG Watson Inc	8037 Lake Point Court	PLANTATION	FL	33322	(954) 636-6226
749	42	501-F7295	The Team Jacob D. Cleaners, Corp	835 NW 82nd Ave	PLANTATION	FL	33324	(305) 903-0795
750	43	501-7406	Bolivar De Oliveira dba Boliva's Cleaning	3891 NE 15th Terrace	POMPANO BEACH	FL	33064	(857) 249-4285
751	44	501-F7025	Carmen Davis	2400 NW 63rd Terr	SUNRISE	FL	33313	(954) 748-0316
752	45	501-7548	The Imperial Clean LLC	12096 NW 42 St	SUNRISE	FL	33323	(305) 343-6914
753	46	501-F7136	Luis Manuel Albertini	9421 Santa Rosa Dr	TAMARAC	FL	33321	(954) 652-1521
754	47	501-7577	Lunnyn Cleaning Corp	3421 SW 32nd CT	West Park	FL	33023	(954) 822-1757
OHIO- CLEVELAND SUPPORT CENTER								
755	1	502-1071	Karien N. Hubbard dba Rest Assured Cleaning Service	1269 Tomahawk St	AKRON	OH	44305	(330) 283-5021
756	2	502-1028	Phillip Acoff	1138 Kinzie St	AKRON	OH	44305	(330) 622-3497
757	3	502-1077	Tammy Johnson dba TJ's Cleaning Service	589 Oxford Street	AKRON	OH	44310	(330) 396-1552
758	4	502-1127	H G L Services, LLC	P O Box 221113	BEACHWOOD	OH	44122	(216) 326-2693
759	5	502-1155	Westside Cleaning, LLC	891 Northfield Road	BEDFORD	OH	44146	(216) 269-4659
760	6	502-1046	CleanMax, LLC	5311 Northfield Rd, Suite 416	BEDFORD HEIGHTS	OH	44146	(216) 240-3612
761	7	502-1147	The Clean Up Crew of Canton, LLC	2332 Brookdale Street NW	CANTON	OH	44709	(330) 412-0403

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762	8	502-F1013	Allen Bearden	1242 E 170th	Cleveland	OH	44110	(216) 375-0500
763	9	502-1133	Allstar Property Management, LLC	14039 Puritas Ave	CLEVELAND	OH	44135	(216) 202-0515
764	10	502-1101	Broomtop Cleaning, LLC	9409 Pierpont Avenue	CLEVELAND	OH	44108	(216) 245-2936
765	11	502-F783	Donald Craig	4107 E 143rd	Cleveland	OH	44128	(216) 752-1724
766	12	502-1079	Iraida Roman dba Yayi and Family	4303 W 12th Street	CLEVELAND	OH	44109	(216) 645-4423
767	13	502-1050	Provision Cleaning LLC	3670 West 116th	CLEVELAND	OH	44111	(216) 410-4333
768	14	502-1106	TCC M & M, LLC	990 Evangeline Rd	CLEVELAND	OH	44110	(216) 548-5081
769	15	502-1143	The Dream Clean Team, LLC	2903 Minnie Ave	CLEVELAND	OH	44104	(216) 624-7040
770	16	502-1144	Triple Cleaning, LLC	12019 Lena Street	CLEVELAND	OH	44135	(216) 501-0966
771	17	502-1208	Fipps Cleaning Services LLC	172 Hunt Club	COPLEY	OH	44321	(330) 607-0193
772	18	502-F646	Thomas R Podobnik	1287 Arrowhead Drive	Dellroy	OH	44620	(330) 735-3510
773	19	502-1164	Black Diamond Management, LLC	904 East 237th Street	EUCLID	OH	44132	(216) 322-1041
774	20	502-1076	Felicia Ivory dba R L Mull Cleaning Company	4652 Warner Road, Apt #4	GARFIELD HEIGHTS	OH	44125	(216) 313-8595
775	21	502-F807	Elaine Krejci	16016 Steinway Blvd	Maple Heights	OH	44137	(216) 518-9683
776	22	502-1173	Game Time Cleaning LLC	14613 James Ave	MAPLE HEIGHTS	OH	44137	(216) 570-7018
777	23	502-1148	Side Income Solutions, LLC	20501 Hillgrove Ave	MAPLE HEIGHTS	OH	44137	(216) 640-6902
778	24	502-F538	Daniel Headland	1318 Beechwood Road	SALEM	OH	44460	(330) 337-0465
779	25	502-1107	JLG Janitorial Service LLC	16781 Chagrin Blvd	SHAKER HEIGHTS	OH	44120	(216) 548-3804
780	26	502-1151	Chemical Carter Services LLC	4525 Whitehall Drive	SOUTH EUCLID	OH	44121	(216) 712-8717
781	27	502-1128	Nard-O Commercial Cleaning, LLC	775 Bridgeport Ave	STREETSBORO	OH	44241	(716) 994-2673
782	28	502-F936	J and S Cleaning Services, Inc	9417 Trivue Circle, Suite C	TWINSBURG	OH	44087	(216) 663-9177
783	29	502-1089	P S C Cleaning Service, LLC	4421 Renaissance Parkway	Warrensville Heights	OH	44128	(440) 804-4382
OREGON- OREGON SUPPORT CENTER								
784	1	712-1028	Kenneth & Brian Garcia	17450 SW Johnson St	ALOHA	OR	97006	(503) 560-6770
785	2	712-1033	G L General Cleaning LLC	13950 Walker Rd	BEAVERTON	OR	97005	(503) 899-7295
786	3	712-F549	Ranita Prasad	1352 SE 67th Ave	Hillsboro	OR	97123	(503) 642-9423
787	4	712-F472	Virendra Prasad	3779 NW 4th Way	Hillsboro	OR	97124	(503) 407-5046
CALIFORNIA - VENTURA SUPPORT CENTER ¹								
788	1	722-F3160	George Rocha	385 Brister Park Court	CAMARILLO	CA	93012	(805) 443-0500
789	2	722-2025	Maria R Perez	844 River Street	FILLMORE	CA	93015	(805) 551-0861
790	3	722-3072	Jose Orozco	1845 MacArthur	Oxnard	CA	93033	(805) 607-2511
791	4	722-F3114	Premier Facility Maintenance, Inc	1140 Rivas Lane	Oxnard	CA	93035	(805) 509-0126

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792	5	722-F3104 Susana Rodriguez	2626 Vista Loop	Oxnard	CA	93036	(805) 890-1469
793	6	722-F3110 Pablo Botello	1131 Linda Circle	Paso Robles	CA	93446	(805) 234-4225
794	7	722-F3137 Rafael Estrada	2676 Anchor Avenue	PORT HUENEME	CA	93041	(805) 575-7971
795	8	722-F3133 Martin Torres	432 Nogal Drive	Santa Barbara	CA	93110	(805) 403-6313
796	9	155-3197 Dong Janitorial Services, LLC	833 E Alvin Ave	SANTA MARIA	CA	93454	(805) 598-8177
797	10	722-3066 Filiberto Sanchez	1618 N Vine Street	SANTA MARIA	CA	93454	(805) 928-7384
798	11	722-3083 Nora Gutierrez	38 Gray Pine Ave	TEMPLETON	CA	93465	(805) 286-8753

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

FRANCHISEES WHO TRANSFERRED OUT OF THE SYSTEM

FROM JANUARY 1, 2017 TO DECEMBER 31, 2017

Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
CALIFORNIA - SAN DIEGO SUPPORT CENTER						
1 1	100-F1203	O & M Cleaning	P O Box 8378	CHULA VISTA	CA	91912 (619) 739-4238
2 2	100-1319	Marvin Dotimas Castillo	26256 Isabella Place	MURRIETA	CA	92563 (951) 760-2823
ILLINOIS - CHICAGO SUPPORT CENTER						
3 1	101-2212	Cynthia Rodriguez Cleaning Services Inc	677 Krenz Ave	CARY	IL	60013 (815) 861-8068
PENNSYLVANIA- PHILADELPHIA SUPPORT CENTER						
4 1	102-1291	Brown Family Cleaning Service LLC	1662 Woodford Way	BLUE BELL	PA	19422 (484) 719-5843
5 2	102-T1076	Kofie Sebuabeh	5313 Hadfield Street	PHILADELPHIA	PA	19143 (215) 399-8327
WASHINGTON D C - WASHINGTON D C SUPPORT CENTER						
6 1	103-1200	Berta Ortega	P O Box 1030	LEESBURG	VA	20177 (571) 329-3938
NEW JERSEY - NORTHERN NEW JERSEY SUPPORT CENTER						
7 1	105-1620	Villalona Cleaning LLC	311 REdwood Avenue	PATERSON	NJ	07522 (973) 870-7521
8 2	105-1763	Blessed and Shine, LLC	126-49 Street Apt 1G	UNION CITY	NJ	07087 (201) 317-2458
FLORIDA - TAMPA SUPPORT CENTER						
9 1	108-1033	Super Cleaning Services Inc	2117 Bradford St	CLEARWATER	FL	33760 (727) 452-8654
10 2	108-1028	Advanced Nationwide Security Corp	1226 Sheridan Bay Dr	RUSKIN	FL	33570 (813) 975-7407
11 3	108-1006	Martinez Commercial Cleaning LLC	14807 N Blvd St	TAMPA	FL	33613 (813) 574-9478
TEXAS - HOUSTON SUPPORT CENTER						
12 1	109-F897	Francisco Moreno	7706 Hereford	HOUSTON	TX	77087 (832) 673-1558
13 2	109-1053	Tru-Globe, LLC	2800 Brownstone Place	PEARLAND	TX	77584 (281) 978-4368
CALIFORNIA - SACRAMENTO SUPPORT CENTER						
14 1	110-485	Liberty Janitorial Services	1025 Eisenhower Street	Fairfield	CA	94533 (707) 419-2990
NEW YORK - LONG ISLAND SUPPORT CENTER						
15 1	111-801	Sanmelo LLC	105-38 63rd Drive	FOREST HILLS	NY	11375 (347) 685-0141
OHIO - CINCINNATI SUPPORT CENTER						
16 1	119-1068	Sterile Efforts LLC	3635 Kohn Dr Apt# 4203	FAIRFIELD	OH	45014 (513) 356-1130
17 2	119-619T	KC Sovereignty Concepts	7126 Kendrick Ct	HAMILTON	OH	45011 (513) 884-2689
WISCONSIN - MADISON SUPPORT CENTER						
18 1	124-807	ABC Cleaning LLC	5754 Richmond Drive	FITCHBURG	WI	53719 (608) 335-2864
19 2	124-780	Carmen E Fortich Ortega	618 S Midvale Blvd	MADISON	WI	53711 (608) 332-8515
20 3	124-772	Roberto Benitez Arbolaez	222 Randolph Drive Apt 303A	MADISON	WI	53717 (608) 712-3627
NEVADA - LAS VEGAS SUPPORT CENTER						
21 1	127-F391	Narcisco Bustamante R	2275 Moonlite Dr	Las Vegas	NV	89115 (702) 544-3667
MICHIGAN - DETROIT 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
FRANCHISEES WHO TRANSFERRED OUT OF THE SYSTEM
FROM JANUARY 1, 2017 TO DECEMBER 31, 2017

	Franchise No	Franchised Business Name	Address	City	State	Zip	Phone
22	1	134-1202 Kre Clean LLC	45669 Harmony Lane	BELLEVILLE	MI	48111	(313) 817-8546
23	2	134-1259 Elgendy Services, LLC	15863 Darby Lane	FRASER	MI	48026	(586) 945-0152
24	3	134-1068 Newbound, LLC	12841 Sarasota	REDFORD	MI	48239	(313) 346-2971
25	4	134-F870 G & M Services, Inc	15618 Stratford Drive	Southfield	MI	48075	(248) 885-3711
GEORGIA - ATLANTA SUPPORT CENTER							
26	1	135-426 Ingram Cleaning Service's LLC	1902 Flintwood Dr	Atlanta	GA	30316	(404) 957-5177
27	2	135-441 Todd's Janitorial Services, LLC	3644 Caseys CV	ELLENWOOD	GA	30294	(678) 399-0131
28	3	135-432 Sparkle and Shine Services, LLC	3195 Austell Rd Ste 100	MARIETTA	GA	30008	(917) 375-2029
LOUISIANA- LOUISIANA SUPPORT CENTER							
29	1	137-305 Doctor Clean LLC	7416 W Stony Creek	SIOUX FALLS	SD	57106	(504) 441-9894
VIRGINIA - RICHMOND SUPPORT CENTER							
30	1	138-9836 Perfecto Cleaning Services LLC	220 Overview St	WAYNESBORO	VA	22980	(703) 870-1389
VIRGINIA - VIRGINIA BEACH SUPPORT CENTER							
31	1	139-1097 Bentley Unlimited, LLC	5400 Memorial Drive Apt 9K	STONE MOUNTAIN	GA	30083	(718) 314-9951
OHIO - DAYTON SUPPORT CENTER							
32	1	140-F751 Ronald Ditto	3319 Northfield Rd	Dayton	OH	45415	(937) 470-0614
PENNSYLVANIA - PITTSBURGH SUPPORT CENTER							
33	1	141-882 Monique M Berkley	826 1/2 Cherokee Street	PITTSBURGH	PA	15219	(412) 526-1068
NORTH CAROLINA - CHARLOTTE SUPPORT CENTER							
34	1	142-1131 Itzel Enterprise, LLC	1000 Falls Creek Lane	CHARLOTTE	NC	28209	(704) 957-4878
35	2	142-1166 Bless and Shine, LLC	1725 Inspire Way Kannapolis	KANNAPOLIS	NC	28083	(201) 317-2458
CALIFORNIA - FRESNO SUPPORT CENTER ¹							
36	1	154-12012 Luis Lopez dba Lopez Cleaning Service	40777 Lincoln Road	CUTLER	CA	93615	(559) 681-6846
FLORIDA - PALM BEACH SUPPORT CENTER							
37	1	498-2153 Five Star Quality Cleaning Services Inc	1100 SE 4th Ave Apt 31	DEERFIELD BEACH	FL	33441	(561) 866-1474
FLORIDA - SOUTH FLORIDA SUPPORT CENTER							
38	1	501-7571 Morejon's Cleaning Solutions LLC	2600 W 74th St	HIALEAH	FL	33016	(786) 484-4450
39	2	501-7552 Pega Services Inc	1634 SW 116th Ave	PEMBROKE PINES	FL	33025	(954) 548-6215
OHIO- CLEVELAND SUPPORT CENTER							
40	1	502-1166 Nubys Cleaning Service, LLC	1293 Hunters Lake Drive East	CUYAHOGA FALLS	OH	44221	(757) 880-9377
41	2	502-T998 Viorica Fuciu	11061 Ronald Dr	Parma	OH	44130	(440) 743-0645
CALIFORNIA - SAN FRANCISCO SUPPORT CENTER ¹							
42	1	735-F9048 Thelicianne Erole	1647 Vandenberg Circle	SUISUN CITY	CA	94585	(707) 384-2780

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 30, 2018

	Franchise	Franchised Business Name	Address	City	State	Zip	Phone
CALIFORNIA - SAN DIEGO SUPPORT CENTER							
1	1	100-F1283	Malu Coronado Lacanilao	1959 Bucknell Street	Chula Vista	CA	91913 (619) 995-5852
2	2	100-1338	Henry Orband	1145 Greenfield Suite B	El Cajon	CA	92021 (619) 562-2900
3	3	100-1310	Ofelia Lopez	1403 E 5th Street	National City	CA	91950 (619) 674-8441
4	4	100-F1084	Nida Poorbaugh	1311 Brooke Crest Lane	Oceanside	CA	92028 (760) 707-4556
5	5	100-F1153	Carlos Cruz	4170 52nd Street Apt 9	San Diego	CA	92105 (619) 408-9321
6	6	100-1340	H & N Cleaning Services	4560 Zion Ave #12	San Diego	CA	92120 (619) 694-7004
7	7	100-F1087	Martina Betancourt	6540 Akins Avenue	San Diego	CA	92114 (619) 577-7500
8	8	100-F529	NC Quality Cleaning Services Inc	8635 Summerdale Road	San Diego	CA	92126 (858) 578-6566
ILLINOIS - CHICAGO SUPPORT CENTER							
7	1	101-2100	The Art & Science Cleaning Corporation	9827 S Ave J	Chicago	IL	60617 (773) 712-2590
8	2	101-544	MGM Notrom Services, Inc	18618 Laramie Lane	Country Club Hills	IL	60478 (708) 206-2443
9	3	101-F709	Mister Al Cleaning Services, Corp	2440 Summer Wind Lane	Montgomery	IL	60538 (630) 788-9981
PENNSYLVANIA - PHILADELPHIA SUPPORT CENTER							
10	1	102-F1024	Senese, Daniel	513 E Hamilton Street	Allentown	PA	18103 (610) 504-5570
11	2	102-F1061	Vilaisak, Kenmany	PO Box 938	Lansdowne	PA	19050 (610) 680-7262
12	3	102-1226	Wallace, Liline	PO Box 165	Norristown	PA	19404 (484) 802-9480
13	4	102-F1022	Attia, Walid	2134 Unruh Avenue	Philadelphia	PA	19149 (267) 968-8481
14	5	102-1130	Bermudez, Ramona A Lora De	729 E Peach Street	Philadelphia	PA	08360 (856) 265-5539
15	6	102-1328	Brown, Garnell	2603 N Douglas St	Philadelphia	PA	19132 (216) 964-8140
16	7	102-1332	Elbeshbishy, Ahmed	7519 Alma St Apt B	Philadelphia	PA	19111 (215) 776-5312
17	8	102-1162	Muco, Nazmir	4403 Garden St	Philadelphia	PA	19137 (215) 459-9193
18	9	102-F1082	White, Michael	323 Roselyn Street	Philadelphia	PA	19120 (215) 548-6070
19	10	102-F336	Pettyjohn, Steven	1451 Hampton Lane	Warminster	PA	18974 (215) 431-9811
WASHINGTON D C - WASHINGTON D C SUPPORT CENTER							
20	1	103-F1037	Kwabena K. Yiadom	4810 S 13th Road	Arlington	VA	22204 (571) 237-7454
21	2	103-F1169	Advanced Customer Construction, Inc	9762 Bragg Lane	Manassas	VA	20110 (703) 655-2838
22	3	103-F131	Phyllis Brichant	PO Box 67	Strasburg	VA	22657 (703) 217-6660
NEW JERSEY - NORTHERN NEW JERSEY SUPPORT CENTER							
23	1	105-F774	Shivnarine Persaud	493 Avneue E	Bayonne	NJ	07002 (201) 332-6621
24	2	105-1476	ER Power Cleaning, LLC	71 Harrison Street Apt 1A	Belleville	NJ	07109 (973) 391-4552

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 30, 2018

		Franchise	Franchised Business Name	Address	City	State	Zip	Phone
25	3	105-F1280	John Zarate	63 Village Green Apt M	Budd Lake	NJ	07828	(908) 887-3244
26	4	105-1388	Yoon Lee	602 6th Street Flr 2	Carlstadt	NJ	07072	(201) 310-6610
27	5	105-1503	Sara Hernandez dba ColClean Services	11 Wolcott Road	Dumont	NJ	07628	(201) 800-3020
28	6	105-F778	Ferdinan Marcos	20 Mitchell Avenue	East Brunswick	NJ	08816	(732) 257-9045
29	7	105-F837	Sandra Ignacio	PO Box 637	Edison	NJ	08818	(848) 200-6304
30	8	105-1427	Evolution Cleaning, LLC	601 South Broad Street 1st Flr	Elizabeth	NJ	07202	(862) 262-3410
31	9	105-1732	Imarte Enterprise, LLC	1068 Lafayette Street Apt 2	Elizabeth	NJ	07201	(908) 290-6100
32	10	105-F722	Paisa Maintenance, LLC	430 Orchard Street	Englewood	NJ	07631	(201) 894-1325
33	11	105-F1284	Kennedy Osei-Duah	1062 Robin Road	Hillsborough	NJ	08844	(646) 696-9315
34	12	105-F1235	JSL Cleaning Services, LLC	245 Liberty Avenue Apt 1R	Jersey City	NJ	07307	(201) 606-1019
35	13	105-F1197	Pamela Vargas	2015 Dill Avenue	Linden	NJ	07036	(908) 220-0822
36	14	105-F869	Victor Roskowski	221 North 7th Avenue	Manville	NJ	08835	(732) 331-3104
37	15	105-1376	Carlos Paredes	1 Union Street	Netcong	NJ	07857	(973) 876-3959
38	16	105-F979	A & L Management Services, LLC	8500 Kennedy Blvd Apt 1D	North Bergen	NJ	07047	(908) 463-3463
39	17	105-1706	Orfilia Enterprise LLC	1727 41st Street Basement Apt	North Bergen	NJ	07047	(973) 390-4659
40	18	105-F937	Jams Cleaning Service, Corp	28 Shelly Road	Old Bridge	NJ	08857	(347) 920-0247
41	19	105-F963	Consedd Cleaning Services, LLC	128 Maple Street	Paterson	NJ	07522	(201) 301-5948
42	20	105-1655	JL Cleaning Services LLC	640 East 30th Street	Paterson	NJ	07513	(201) 293-9389
43	21	105-F1276	Marleny Betancur, LLC	486 21st Avenue	Paterson	NJ	07513	(973) 523-4695
44	22	105-F1221	Sparklean Service LLC	267 Paterson Avneue	Paterson	NJ	07502	(973) 389-0943
45	23	105-1592	Unlimited Dreams International, LLC	55 Burlington Avenue	Paterson	NJ	07502	(973) 955-5479
46	24	105-1734	WRA Services LLC	169 Lexington Avenue	Paterson	NJ	07502	(862) 600-8533
47	25	105-1819	OCHOA Services, LLC	90B Commerce Street	Perth Amboy	NJ	08861	(347) 299-3346
48	26	105-F468	Antonio Delarosa	5 Barnett Place	Piscataway	NJ	08854	(848) 391-3347
49	27	105-F1253	Carmelo Andino	305 Leland Avenue	Plainfield	NJ	07062	(201) 446-8758
50	28	105-F354	Night & Day Business Service Inc	44 Center Grove Road Apt T38	Randolph	NJ	07869	(973) 727-6092
51	29	105-1548	Cleanrite Cleaning, LLC	1075 Easton Avenue Suite 172	Somerset	NJ	08873	(646) 771-0317
52	30	105-F701	Nenito G Quito	PO Box 7373	Somerset	NJ	08875	(732) 249-4171
53	31	105-T1194	Sparkle Clean Inc	5 Cedar Lane	Succasunna	NJ	07876	(862) 224-0291
54	32	105-F1220	TJ Maintenance Services, LLC	4501 Palisades Avenue Apt 6D	Union City	NJ	07087	(201) 736-6072
55	33	105-1740	J & N Cleaning, LLC	561 59th Street # 1	West New York	NJ	07093	(201) 937-0403
56	34	105-1348	Margarita Guzman	313 50th Street	West New York	NJ	07093	(201) 583-0523

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 30, 2018

		Franchise	Franchised Business Name	Address	City	State	Zip	Phone
57	35	105-1610	J&F Cleaning Service LLC	45 Mountainview Street	West Orange	NJ	07052	(862) 224-9129
58	36	105-F927	Lance-Duddy LLC	517 Summit Avenue	Westfield	NJ	07090	(908) 233-3671
59	37	105-F955	370 Enterprises Inc	910 Thieriot Avenue Apt 16C	Bronx	NY	10473	(646) 505-9818
60	38	105-F230T	ACB Cleaning Inc	1500 Archer Road Apt 4H	Bronx	NY	10462	(718) 801-9230
61	39	105-1728	ACG Xperts Services INC	274 Robinson Avenue Flr 2	Bronx	NY	10465	(347) 203-5735
62	40	105-F1179	Adekunle Olaniwun	2333 Webster Avenue Apt 7B	Bronx	NY	10458	(917) 375-7413
63	41	105-F318	Basil Ross	864 East 169th Street No 1	Bronx	NY	10459	(718) 991-3540
64	42	105-F1283	Marjorie Baly	850-C Tinton Avenue	Bronx	NY	10456	(718) 893-9230
65	43	105-1731	Moments 4 Life, Inc	140 Casals Place Apt 31J	Bronx	NY	10475	(646) 316-8704
66	44	105-1635	Pratt Bros Janitorial Services LLC	624 East 220th Street Apt 2G	Bronx	NY	10467	(914) 319-7274
67	45	105-F1234	Victoria Amoah	712 E Gun Hill Road # 1B	Bronx	NY	10467	(718) 654-3862
68	46	105-F1159	Brian George	680 Wortman Avenue	Brooklyn	NY	11208	(973) 886-6475
69	47	105-F260	Ismael Martinez	725 McDonough Street # 3B	Brooklyn	NY	11223	(516) 444-2269
70	48	105-F1273	Nestor Valencia	1116 42nd Street	Brooklyn	NY	11219	(347) 951-7228
71	49	105-F842	2M Cleaning, LLC	86 Monarch Drive	Newburgh	NY	12550	(845) 566-4694
72	50	105-1768	Brown Cleaning Enterprise, LLC	1468 5th Avenue Apt 5J	New York	NY	10035	(347) 607-4051
73	51	105-1541	Ingrid Presinal dba Deep Cleaning Services	590 West 187th Street Apt 54	New York	NY	10033	(646) 500-9284
74	52	105-1645	Chaze Cleaning LLC	24 Farley Drive	West Haverstraw	NY	10993	(845) 270-7213
WISCONSIN - MILWAUKEE SUPPORT CENTER								
75	1	107-T784	Theresa Geiter	215 James Street	Summerville	SC	29483	(262) 251-4638
76	2	107-1056	C&C Janitorial Services, LLC	1958 Van Deuren Street	Green Bay	WI	54302	(920) 264-7856
77	3	107-F617	Moises Muro Castaneda	2181 Gardengrove Lane	Green Bay	WI	54311	(920) 371-2772
78	4	107-F400	Thao Chong	1679 Kennedy Drive	Green Bay	WI	54304	(920) 246-4040
79	5	107-F826	Andrea Thrower	9046 N 86 Street	Milwaukee	WI	53224	(414) 364-2727
80	6	107-1026	Comfort Cleaners LLC	2807 N 20th Street	Milwaukee	WI	53206	(414) 346-3280
81	7	107-F587	Dorothy Harris	3010 North 11 Street	Milwaukee	WI	53206	(414) 828-4194
82	8	107-1035	J & T Tyus LLC	2317 West Vine Street	Milwaukee	WI	53205	(414) 935-2334
83	9	107-1070	Lindsey Cleaning Solution LLC	5760 North 81st Street	Milwaukee	WI	53218	(414) 333-0945
84	10	107-F631	Mary Harvey	4953 North 21 Street	Milwaukee	WI	53209	(414) 517-2960
85	11	107-T787	Monica Ramos	2738 S Kinnickinnic Avenue	Milwaukee	WI	53207	(414) 899-9831
86	12	107-F559	Moses Adams	6220 North 118 Street	Milwaukee	WI	53225	(414) 760-1636

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

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AS OF THE ISSUANCE DATE OF MARCH 30, 2018

		Franchise	Franchised Business Name	Address	City	State	Zip	Phone
87	13	107-1069	One Vision Cleaning LLC	4630 N 41st Street	Milwaukee	WI	53209	(414) 839-1438
88	14	107-998	Ross Janitorial Service LLC	5408 N 40th Street	Milwaukee	WI	53209	(414) 881-2342
89	15	107-1032	Tamashadar LLC	6507 W Sheridan Avenue	Milwaukee	WI	53218	(414) 797-9248
90	16	107-F585	Tom Lukojo	10431 W Silver Spring Drive	Milwaukee	WI	53225	(414) 462-9996
91	17	107-973	Beasley Fnl Delivery LLC	406 Sherry Street	Neenah	WI	54956	(920) 843-2193
92	18	107-F872	Kentocc Coburn	2367 S 61st Street	West Allis	WI	53219	(414) 313-4444
FLORIDA - TAMPA SUPPORT CENTER								
93	1	108-884	Gail Rice	187 Corinth Rd	Albertville	AL	34690	(813) 401-6757
94	2	108-F302	Earl Hall	2004 Raven Manor Dr	Dover	FL	33527	(813) 681-8716
95	3	108-F312	Elizabeth Sontage	1114 N Michigan Dr	Dunedin	FL	33698	(727) 736-3977
96	4	108-F808	Marvin Landy	1541 W 2nd Ave	Lakeland	FL	33805	(863) 686-9960
97	5	108-F306	Cloratte McDaniels	990 5the Ave NE	Largo	FL	33770	(727) 581-8247
98	6	108-872	Shirley Angelo	1001 Starkey Rd	Largo	FL	33566	(727) 538-8573
99	7	108-F804	Turi Holdings LLC	1753 Mountain Ash Way	New Port Richey	FL	34655	(727) 236-6655
100	8	108-F821	Joyce L Polk	1209 S Tyler St	Plant City	FL	33563	(813) 486-3138
101	9	108-T758	Bernard Loaiza	4237 Henderson Blvd	Tampa	FL	33629	(813) 966-6769
102	10	108-F813	Martha Ruano	3016 W collins St	Tampa	FL	33607	(813) 598-2191
103	11	108-914	Suray F Leyva-Diaz dba La Laborioza	7211 N Coolidge Ave	Tampa	FL	33614	(813) 778-9709
104	12	108-F331	Mike McLeod	446 E MLK Blvd	Tarpon Springs	FL	34689	(727) 937-6830
105	13	108-F217	Dust Busters	6933 Sotra St	Wesley Chapel	FL	33545	(813) 841-6094
106	14	108-455	William Landry	1708 Geauga Lake Rd	Chagrin Falls	OH	44023	(813) 368-7108
TEXAS - HOUSTON SUPPORT CENTER								
107	1	109-1056	Felipa Curiel	7703 Grahamcrest Dr	Houston	TX	77061	(832) 213-9977
108	2	109-1059	Gustavo Bustamante	6334 Lodge	HOUSTON	TX	77092	(832) 887-9724
109	3	109-F767	Mops and Dusters	106 Andorra Lane	HOUSTON	TX	77015	(832) 492-0118
110	4	109-F761	Pelipa Curiel	6430 York Meadows	HOUSTON	TX	77084	(346) 213-1783
111	5	109-T984	Jose Hector Martinez	19819 Portlick Ct	KATY	TX	77449	(832) 775-2133
112	6	109-998	Alberto Cervantes Rubio	20726 Saphire Lake Rd	RICHMOND	TX	77407	(619) 990-9679
113	7	109-1203	R O V Cleaning Services LLC	16003 Castletown Park Ct	SPRING	TX	77379	(832)907-3600
114	8	109-F832	Beronica Elizabeth Morales	14023 Bay Gardens	SUGAR LAND	TX	77478	(832) 754-1461
115	9	109-1049	Paul Jones DbA Jones Janitorial Services	2707 Commonwealth Dr	TYLER	TX	75702	(903) 593-6755

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 30, 2018

		Franchise	Franchised Business Name	Address	City	State	Zip	Phone
116	10	109-1090	Doubrell Lange dba Dynamicc	407 Caddo	VINTON	TX	70668	(630) 699-7187
CALIFORNIA - SACRAMENTO SUPPORT CENTER								
There are no franchisees in this category								
NEW YORK - LONG ISLAND SUPPORT CENTER								
117	1	111-F110T	Precise Office Cleaning	20 Saratoga Avenue	Babylon	NY	11704	(631) 255-9394
118	2	111-F659	Jacey Anderson	39 Ocean Avenue Apt 2C	Brooklyn	NY	11225	(718) 344-8728
119	3	111-F627	Verel Wheatle	800 East 52nd Street	Brooklyn	NY	11203	(917) 886-3314
120	4	111-817	Kay Cleaning Services, Inc	2215 5th Street	East Meadow	NY	11554	(347) 513-0861
121	5	111-F635	Wheatle Welsh & Associates LLC	8 Stirrup Lane	Glen Cove	NY	11542	(516) 509-9185
122	6	111-F513	Martine MacDonald JR	21 Croley Street	Huntington	NY	11743	(631) 988-2413
123	7	111-F607	Xiao Liang Tong	374 Hanover Avenue	Staten Island	NY	10304	(347) 992-4363
OHIO - COLUMBUS SUPPORT CENTER								
124	1	114-F312	George Pollett	1651 Farberdale Drive	Columbus	OH	43223	(614) 284-0581
125	2	114-F587	Santigie Bangura	5865 Forrest Hills Blvd	Columbus	OH	43231	(614) 596-3501
126	3	114-672	Live Clean Cleaning LLC	217 Charing Cross St	Galloway	OH	43119	(614) 853-1084
127	4	114-F513	Graeme Henson	396 Seranade Street	Reynoldsburg	OH	43068	(614) 859-5299
128	5	114-633	MTM Customized Services	1770 Elmbrook Lane	Reynoldsburg	OH	43068	(614) 254-2824
129	6	114-739	Ahlam Cleaning LLC	6084 Cooper Woods Drive	Westerville	OH	43081	(614) 816-5156
130	7	114-619	Naftali N Moturi	8133 Stone Trace Circle	Westerville	OH	43081	(614) 805-5079
CALIFORNIA - ORANGE COUNTY SUPPORT CENTER								
131	1	115-F656	Andrew Small	9936 Ramona #26	Bellflower	CA	90706	(562) 387-7324
132	2	115-F729	Maria Valarao	21312 Grace Ave	Carson	CA	90245	(310) 619-9996
133	3	115-F140	Eddie McMullen	13011 S Casimir Ave	Gardena	CA	90247	(310) 367-1875
134	4	115-F666	Leakana Pak	1022 Walnut Ave	Long Beach	CA	90803	(562) 279-6019
135	5	115-F769	Carlos Nicolas Martinez	27465 Iris Ave	Mission Viejo	CA	92692	(949) 584-8560
136	6	115-F738	Maria De La Luz Garcia	25118 Dana Lane	Moreno Valley	CA	92551	(714) 631-2116
137	7	115-814	Care Pros	702 Parkercenter Drive #15	Santa Ana	CA	92702	(323) 307-1121
138	8	115-861	DBAO, Inc	4801 W 1st Space 88	Santa Ana	CA	92703	(714) 548-1150
FLORIDA - FORT MYERS SUPPORT SYSTEM								
139	1	116-F219	Christianne Hussien	3223 Skyline Blvd	Cape Coral	FL	33914	(239) 540-7281
140	2	116-941	L & L Preferred Services LLC	2304 NE 16th Terr	Cape Coral	FL	33909	(305) 684-4383
141	3	116-907	Martha's Cleaning	1624 NW 38th Avenue	Cape Coral	FL	33993	(239) 462-2868

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 30, 2018

		Franchise	Franchised Business Name	Address	City	State	Zip	Phone
142	4	116-983	O & C Cleaning Service LLC	418 NE 14th Place	Cape Coral	FL	33909	(239) 645-9289
143	5	116-F780	Yvonne Harrison	1229 SE 8th Terrace	Cape Coral	FL	33904	(239) 878-2126
144	6	116-F565	Edna Howard	7202 Jasmine Rd	Ft Myers	FL	33912	(239) 267-5348
145	7	116-F222	J & J Commercial Cleaning LLC	13160 Parkine Dr	Ft Myers	FL	33913	(239) 218-6722
146	8	116-F820	Josephus Joseph	2253 Bywood Street	Lehigh Acres	FL	33971	(239) 333-9053
147	9	116-F836	MacKenson Pierre	4613 6th Street W	Lehigh Acres	FL	33971	(239) 265-3253
148	10	116-904	Encore Seraphin	5351 23rd Pl SW	Naples	FL	34116	(239) 692-0619
149	11	116-F549	Jorge A Velez	4077 Maceachen Blvd Apt #62	Sarasota	FL	34233	(941) 301-5535

NEW HAMPSHIRE - NORTHERN NEW JERSEY SUPPORT CENTER

There are no franchisees in this category

OHIO - CINCINNATI SUPPORT CENTER

150	1	119-F838	J Rigg Profesional Cleaning Services LLC	4256 Aspen Drive - Apt#12	Independence	KY	41051	(513) 236-1099
151	2	119-961	Don Martin	3430 Anaconda Drive	Cincinnati	OH	45211	(513) 884-1513
152	3	119-1026	Evelyns Janitorial Services LLC	2442 Kremer Avenue	Cincinnati	OH	45225	(513) 330-9371
153	4	119-1051	Healthy Enviroments Cleaning Solutions LLC	420 Glenwood Avenue - Apt# 15	Cincinnati	OH	45229	(513) 919-8381
154	5	119-1053	J & R Perfection Cleaning LLC	829 Blair Avenue	Cincinnati	OH	45229	(513) 903-5513
155	6	119-942	Kifle Medhany	5419 Blue Bird Lane	Cincinnati	OH	45239	(513) 226-3168
156	7	119-1013	Loyalty Cleaning 360 LLC	5446 Bettman Drive	Cincinnati	OH	45232	(513) 915-2662
157	8	119-F801	Randi Freeman	1278 Prospect Place	Cincinnati	OH	45231	(513) 403-7396
158	9	119-975	Alopat Cleaning LLC	4503 Whitmore Lane	Fairfield	OH	45014	(513) 373-8356

WISCONSIN - MADISON SUPPORT CENTER

159	1	124-786	Jeff Lee dba New Era Cleaning	2714 Blue Bird Lane	Cottage Grove	WI	53527	(608) 395-9021
160	2	124-814	Seng&Maiyia Service LLC	1517 Viking Avenue	Holmen	WI	54636	(608) 406-9163
161	3	124-820	Vang Cleaning LLC	W7826 Country Avenue	Holmen	WI	54636	(608) 385-5048
162	4	124-F737	Poa Vang	1344 Rose Street	La Crosse	WI	54603	(608) 780-3859
163	5	124-801	Advance360 LLC	6305 Waterford Road	Madison	WI	53719	(608) 658-9024
164	6	124-F651	Alejandra Gonzalez	2537 Myrtle Street	Madison	WI	53704	(608) 843-8382
165	7	124-F312	Alvaro Sanchez Soto & Maria Stella Amelines	887 Kottke Drive	Madison	WI	53719	(608) 669-1724
166	8	124-796	Covas Cleaning Services, LLC	6829 Putnam road	Madison	WI	53711	(608) 215-0269

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

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		Franchise	Franchised Business Name	Address	City	State	Zip	Phone
167	9	124-F695	Martha Galan	2613 Mission Circle	Madison	WI	53713	(608) 217-0676
168	10	124-793	Jose Mario Barcena dba Rosemar Maintenance & Service	961 Harper Drive	Verona	WI	53593	(608) 886-3868
169	11	124-F709	Willie Hayes	830 Walnut Street	Verona	WI	53593	(608) 622-0065
CALIFORNIA - SAN BERNARDINO SUPPORT CENTER								
170	1	126-1132T	Maria Godinez	14653 Gray St	Adelanto	CA	92301	(760) 246-8252
171	2	126-1363	Victor Estevan Martinez dba Martinez Janitorial	2851 South La Cadena Dr #124	Colton	CA	92324	(951) 823-7980
172	3	126-F1225	Andrew Provence	735 S El Molino Ave	Pasadena	CA	91106	(626) 399-1684
173	4	126-1393	V & R Cleaning LLC	P O Box 338	Perris	CA	92572	(951) 235-0504
174	5	126-1370	Terry Smith dba Cleansmart	10850 Church St Apt N106	Rancho Cucamonga	CA	91730	(323) 329-5717
175	6	126-F1288	Cedric C Mendoza	277 Bloomington Ave Unit 233	Rialto	CA	92376	(909) 648-3667
176	7	126-F1191	Denice L Grimes	3895 Del Rosa Avenue	San Bernardino	CA	92404	(909) 496-2165
177	8	126-1321	Lourdes Suzette Lemus	2135 Hanford St	San Bernardino	CA	92411	(909) 277-0660
178	9	126-1335	Maria C Orozco Martinez	1584 Ellsworth Way	San Bernardino	CA	92411	(909) 771-3367
179	10	126-F1258	Maria Becerril	16852 Desert Lily Street	Victorville	CA	92394	(909) 841-4011
NEVADA - LAS VEGAS SUPPORT CENTER								
180	1	127-3257	NCS LLC	3822 Willowview Ct	Las Vegas	NV	89147	(702) 767-1040
MICHIGAN - DETROIT SUPPORT CENTER								
181	1	134-F1048	Milanno's Cleaning Services, LLC	7841 Chole Ct	Belleville	MI	48111	(313) 796-5692
182	2	134-1076	Fordham Janitorial Services, LLC	42818 Colorado Drive	Clinton Township	MI	48036	(586) 838-8067
183	3	134-1208	ANC Building Maintenance LLC	25411 Colgate	Dearborn Heights	MI	48125	(586) 552-6940
184	4	134-F958	Divine Order Commercial Cleaning, LLC	12779 Birwood	Detroit	MI	48238	(313) 704-5055
185	5	134-F183	Stan Davidson	10000 Memorial	Detroit	MI	48227	(313) 909-2538
186	6	134-F382	David Cameron	6200 Meldrum	Fair Haven	MI	48023	(586) 725-4155
187	7	134-F417	Kathleen Hipkins	4013 Grandview	Flushing	MI	48433	(810) 814-7106
188	8	134-1126	24-7 Commercial Cleaning Service, LLC	60616 Bates Road	Lenox Township	MI	48048	(586) 212-4563
189	9	134-F879	Denolius Burkes Jr	9042 Riverview	Redford	MI	48239	(313) 304-4480
190	10	134-1246	W C Services LLC	27300 Franklin Road, Apt 521	Southfield	MI	48034	(248) 678-3810
191	11	134-F934	CommClean LLC	2615 North East Drive	Tawas City	MI	48763	(517) 331-2940

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

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		Franchise	Franchised Business Name	Address	City	State	Zip	Phone
192	12	134-1119	Keepin'em Clean Cleaning Services LLC	9424 W Pickwick Circle	Taylor	MI	48180	(313) 925-1273
193	13	134-F287	JNS Cleaning	4310 Ridgewood Drive	Ypsilanti	MI	48197	(734) 528-3890
GEORGIA - ATLANTA SUPPORT CENTER								
194	1	135-366	CHCTJ, LLC	5503 Kingsport Dr	Atlanta	GA	30342	(678) 791-8451
195	2	135-263	Totalitarian Neophytus, LLC	4790 Snap Creek Ln	Decatur	GA	30035	(404) 207-5053
196	3	135-F99	Theresa D Gayles and Dante Gayles	7821 The Lakes Dr	Fairburn	GA	30213	(404) 498-6058
197	4	135-459	Diverge Commercial Cleaning, LLC	1166 Booth Rd, SW, Apt 708	Marietta	GA	30008	(919) 791-7364
198	5	135-213	Tremaine Holman	1475 Benton Blvd, Apt 617	Savannah	GA	31407	(912) 604-4818
199	6	135-259	PRN Cleaning Solution	115 Lakeshore Drive South	Stevens Pottery	GA	31031	(478) 456-9296
LOUISIANA - LOUISIANA SUPPORT CENTER								
There are no franchisees in this category								
VIRGINIA - RICHMOND SUPPORT CENTER								
200	1	138-9774	Hill Enterprise, LLC	5437 Taney Ave	Alexandria	VA	22304	(301) 502-0838
201	2	138-T9673	Chukwudi Isiadinso	7910 Chowning Circle	Henrico	VA	23294	(804) 218-5508
202	3	138-9776	Helping Hands Cleaning LLC	7800 Airport Road	Quinton	VA	23141	(804) 687-2503
203	4	138-FR563	A and R Services	3030 Kinvan Road	Richmond	VA	23231	(804) 405-5970
204	5	138-9702	Altonia Foster	PO Box 168	Richmond	VA	23218	(804) 564-2857
205	6	138-FR631	Christine V Bates	6541 Holiday Road	Richmond	VA	23225	(804) 239-8503
206	7	138-F9688	Gloria Spencer Allen	5477 Brandon Bluff Way	Richmond	VA	23223	(804) 519-1785
207	8	138-FR639	Jacob D McDuffie III	4517 Haymarket Lane	Richmond	VA	23234	(804) 271-0507
208	9	138-9852	M & M Suds N Stuff LLC	2200 Terminal Ave	Richmond	VA	23234	(917) 627-1527
VIRGINIA - VIRGINIA BEACH SUPPORT CENTER								
209	1	139-F513	E D Williams And Associates Inc	1012 Breckenridge Ct	Chesapeake	VA	23320	(757) 548-2029
210	2	139-F574	Nicholas G Costanzo	1405 Lilac Ave	Chesapeake	VA	23325	(757) 233-7239
211	3	139-F638	Vincent J Green	3104 Hilburn Dr	Chesapeake	VA	23323	(757) 558-1938
212	4	139-1100	Charlie B Cleaning Service LLC	117 Roane Dr #G	Hampton	VA	23669	(757) 593-5082
213	5	139-1045	Corey J Jules dba C & H Janitorial	25 Scott Dr	Hampton	VA	23661	(757) 236-9564
214	6	139-1141	S and J Sparkling Cleaning LLC	155 Bret Harte Dr	Newport News	VA	23602	(757) 706-0683
215	7	139-1039	Universal R & D	PO Box 5536	Newport News	VA	23605	(757) 335-0258
216	8	139-1059	Blue Bird Janitorial	6411 Crescent Way Apt 201	Norfolk	VA	23513	(757) 961-0689
217	9	139-F723	Brunos Services	541 W 38th St	Norfolk	VA	23508	(757) 625-1862

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

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		Franchise	Franchised Business Name	Address	City	State	Zip	Phone
218	10	139-1091	Ms Shanika S James dba ABNC Cleaning	2345 Grandy Ave	Norfolk	VA	23509	(757) 729-7169
219	11	139-1046	Stanley L Land dba Land Family Janitor Service	208 West 30th Street	Norfolk	VA	23504	(757) 624-1629
220	12	139-F584	Brian E Cross	189 Choate Street	Portsmouth	VA	23707	(757) 638-0935
221	13	139-1126	Emma's Janitorial Service LLC	237 Edison Ave	Portsmouth	VA	23702	(757) 606-7416
222	14	139-1027	Logan Commercial Cleaning	94 Silver Maple Drive	Portsmouth	VA	23703	(757) 729-2793
223	15	139-1065	Precision Cleaning	1011 Horne Avenue	Portsmouth	VA	23701	(757) 236-6237
224	16	139-F654	Raul C Hutson	1505 Blue Wing Lane	Suffolk	VA	23434	(757) 923-5801
225	17	139-F656	Carlos A Eikerenkoetter	2655 Hartley St	Virginia Beach	VA	23456	(757) 705-2158
226	18	139-F711	Faith M Fitzgerald	1567 Hummingbird Lane	Virginia Beach	VA	23454	(757) 425-7161
227	19	139-F684	Ronaldo G Olazo	1453 Collingswood Trail	Virginia Beach	VA	23464	(757) 233-7000
228	20	139-F539	Andrea Norris dba Anrhas Cleaning Services	116 Walnut Drive	Yorktown	VA	23690	(478) 335-1577
229	21	139-F601	R J & R III Services, Inc	118 Blacksmith Arch	Yorktown	VA	23693	(757) 865-0179
OHIO - DAYTON SUPPORT CENTER								
230	1	140-F816	Jake Wells	500 Wildrose Lane	Clayton	OH	45315	(937) 901-4223
231	2	140-956	AT THE END OF THE DAY SERVICES LLC	10 Nona Dr	Dayton	OH	45426	(937) 737-1024
232	3	140-F785	Dyer Services, LLC	190 Hornwood Drive	Dayton	OH	45405	(937) 608-5008
233	4	140-851	Nathan Booker	3240 Valerie Arms Drive	DAYTON	OH	45405	(937) 241-4669
234	5	140-867	NGG Cleaning, LLC	2416 Auburn Ave	DAYTON	OH	45406	(937) 626-8333
235	6	140-364	Norris McDaniel	522 Kenwood Avenue	Dayton	OH	45406	(937) 275-2025
236	7	140-955	Pro Series Services LLC	4335 Riverside Drive	DAYTON	OH	45405	(937) 248-4565
237	8	140-906	Tillie's Cleaning Service LTD	5506 Wood Bine Ave	DAYTON	OH	45432	(937) 361-7261
238	9	140-679	Steve Edwards	263 E Doris Drive	Fairborn	OH	45324	(937) 304-1383
PENNSYLVANIA - PITTSBURGH SUPPORT CENTER								
239	1	141-F710	Todd Bennett	511 CS Magnolia Dr	Glenshaw	PA	15116	(412) 287-2094
240	2	141-F817	David Hudley	400 Dorothy Apt N2	Pittsburgh	PA	15112	(412) 452-3883
241	3	141-960	Donnell Higinbotham	7317 Hermitage St	Pittsburgh	PA	15206	4122942869
242	4	141-922	Eric Snowden	7032 Lemmington Avenue	Pittsburgh	PA	15206	(412) 327-2712
243	5	141-1081	Alexis Reed	1502 Foliage St Apt A	Pittsburgh	PA	15221	(412) 295-9710

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

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NORTH CAROLINA - CHARLOTTE SUPPORT CENTER							
244	1	142-F421 Dennis C Offor	1600 Eastcrest Drive, Apt #O	Charlotte	NC	28205	(980) 205-0842
245	2	142-1117 Kool J's Enterprise, LLC	7235 William Reynolds Drive	Charlotte	NC	28215	(704) 773-2428
246	3	142-1076 M&I Cleaning, LLC	11011 Northlake Landing Drive, A	Charlotte	NC	28216	(704) 200-7990
247	4	142-F363Y James J Tate	1009 Kensington Avenue	Gastonia	NC	28054	(704) 865-9366
248	5	143-1005 Top & Bottom Cleaning Services	3588 Farmington Drive, Apt E	Greensboro	NC	27407	(757) 802-6672
249	6	143-1004 Treveria F Moss	714 Martin Luther King Jr Drive	Greensboro	NC	27406	(336) 478-7503
250	7	143-F185Y Youzar Howard	2402 Loch Pl	Greensboro	NC	27405	(336) 274-5347
251	8	142-F492 Gregory Graham	1320 14th St Drive NE	Hickory	NC	28601	(828) 409-6456
252	9	143-F205Y James E Hope	1603 Stoneybrook Drive	High Point	NC	27265	(336) 889-3830
253	10	142-T435 Mai Lor Yang	1983 Jenkins Printing Drive	Newton	NC	28658	(828) 464-7351
254	11	143-F216Y Jeffrey D Franklin dba Franklin Enterprise	760 Shellhabour Blvd	Rural Hall	NC	27045	(336) 624-0674

CALIFORNIA - SAN FRANCISCO SUPPORT CENTER ¹

There are no franchisees in this category

UTAH - UTAH SUPPORT CENTER ¹

255	1	775-F56 Juan S Lara	14005 Rhyolite Circle	Reno	NV	89521	(775) 657-6161
256	2	775-F64 Elsy Vasquez	3250 Wilma Dr	Sparks	NV	89431	(775) 722-0547
257	3	775-F37 Cristobal Morales	5371 S Heat Ave	Kearns	UT	84118	(801) 808-0552
258	4	775-F52 Francisca Orellana	1210 W 820 N	Provo	UT	84601	(801) 473-3121
259	5	151-120 Cruzitos Cleaning, LLC	2021 W 5400 S	Roy	UT	84067	(801) 686-3889
260	6	775-F40 Juan Jose Villarreal	2649 S 800 E	Salt Lake City	UT	84106	(385) 232-9565
261	7	775-F58 Maria E Gutierrez	7018 S Executive Drive	West Jordan	UT	84084	(801) 688-8655
262	8	151-145 AJ Building Services L L C	4922 S Buster st	West Valley City	UT	84118	(801) 410-2146
263	9	775-F54 Dora Alicia Quijano	4137 S 3425 W	West Valley City	UT	84119	(801) 808-9927

CALIFORNIA - LOS ANGELES SUPPORT CENTER ¹

264	1	733-18086 Donald Tresvant	814 S Sloan Ave	Compton	CA	90221	(310) 701-3061
265	2	733-7007 Jose I Morales	16826 E Benwood Street	Covina	CA	91722	(626) 353-7028
266	3	152-18114 Nerbethelz LLC	14724 1/2 Freeman Avenue	Lawndale	CA	90260	(424) 240-3861
267	4	733-7088 Miguel Godoy Moreno	2910 Leeward Ave #107	Los Angeles	CA	90005	(213) 480-4895
268	5	152-18105 Neil Richard Lopez dba Lo-Pro Services	3810 Glenalbyn Drive	Los Angeles	CA	90065	(323) 439-6988

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HAWAII - HAWAII SUPPORT CENTER ¹								
269	1	734-S524	KG Cleaning & Restoration	2033 Ala Mohamoe Street	Honolulu	HI	96819	(808) 382-4482
270	2	153-1265	Mitchell's Cleaning Services LLC	2035 Uhu Street	Honolulu	HI	96819	(808) 275-6668
271	3	734-F602	Rogelio Clemente	1921 C Uhu Street	Honolulu	HI	96819	(808) 499-8287
272	4	153-1274	Venus Cleaning Services LLC	1145 Gulick Avenue	Honolulu	HI	96819	(808) 799-4724
273	5	153-1294	3 K'S CLEANING SERVICES LLC	94-309 Kahualena Street	Waipahu	HI	96797	(808) 548-4585
274	6	734-F615	Ana Marie Acorda	9-925 Kuhaulua Street	Waipahu	HI	96797	(808) 772-6681
275	7	734-F548	Ernesto S Balisacan	94-099 Waipahu St Apt C330	Waipahu	HI	96797	(808) 454-1269
276	8	734-F571	Manuel Domingo & Ernesto Ranon	94-807 Molale Place	Waipahu	HI	96797	(808) 387-5865
277	9	153-1331	Ramiro Cleaning Services LLC	94-1198 Hina Street	Waipahu	HI	96797	(808) 397-8736
CALIFORNIA - FRESNO SUPPORT CENTER ¹								
There are no franchisees in this category								
CALIFORNIA - VENTURA SUPPORT CENTER ¹								
278	1	722-F3141	Baldemar Ambriz	405 W Birch Street	Oxnard	CA	93033	(805) 890-4030
279	2	722-3068	Cesar Lopez Ramos	1910 11th Street Apt B Los Osos	San Luis Obispo	CA	93402	(805) 806-0946
280	3	722-3164	Frederik T Balano	2026 N Gaucho Way	Santa Maria	CA	93458	(805) 332-2283
NEBRASKA - OMAHA SUPPORT CENTER								
281	1	156-2102	Flourney Services, LLC	6329 Manderson Street	Omaha	NE	68104	(402) 881-1841
OREGON - OREGON SUPPORT CENTER								
There are no franchisees in this category								
FLORIDA - ORLANDO SUPPORT CENTER								
282	1	702- 950	Advanced Nationwide Security Corporation	3505 Lake Linda Drive #200	Orlando	FL	32817	(813) 516-1636
283	2	702-F603	Victor Camacho	712 Wingo Street	Orlando	FL	32803	(321) 695-7214
FLORIDA - PALM BEACH SUPPORT CENTER								
284	1	498-T957	Swarm Services, Inc	633 SW 2nd Street	Boca Raton	FL	33486	(561) 880-7341
285	2	498-F639	Renato F Paes	229 Monaco E	Delray Beach	FL	33446	(954) 298-7332
286	3	498-F950	DDMJJ Corporation	2017 SW Monterey Ln	Port Saint Lucie	FL	34953	(305) 763-0567
287	4	498-F415	IMMAC Intl Inc	101 N W Pleasant Grove Way	Port Saint Lucie	FL	34986	(954) 649-8996
288	5	498-T918	Kenner Handenl Ramon	1449 SW Heather Street	Port Saint Lucie	FL	34983	(772) 501-2235
289	6	498-2025	Mayra Compton	2265 SE Genoa Street	Port Saint Lucie	FL	34952	(772) 708-5411
290	7	498-F899	DMMJ Services, Inc	1311 Avenue U	Riviera Beach	FL	33404	(561) 768-2778

Exhibit E to Janitorial Franchise Disclosure Document

¹Melton Franchise Systems, Inc Support Center

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(FRANCHISEES FROM WHOM THERE WAS NO RESPONSE TO THE 10 - WEEK NO CONTACT LETTER)

AS OF THE ISSUANCE DATE OF MARCH 30, 2018

		Franchise	Franchised Business Name	Address	City	State	Zip	Phone
291	8	498-2027	Jorge Lopez	4793 Badger Rd	West Palm Beach	FL	33417	(561) 385-7830
292	9	498-F392	Pro-Tech Cleaning of Palm Beach, Inc	13478 69th Street North	West Palm Beach	FL	33412	(561) 632-3109
293	10	498-F586	Reimundo Cardenas	2553 Inisbrook Road	West Palm Beach	FL	33407	(561) 602-8736
FLORIDA - SOUTH FLORIDA SUPPORT CENTER								
294	1	501-T7157	Femaran, Corp	6537 SW 41st Place	Davie	FL	33314	(954) 249-3674
295	2	501-7456	Renato Paes dba Superb Janitorial Cleaning	229 Monaco E	Delray Beach	FL	33446	(954) 298-7332
296	3	501-7483	Universal Total Cleaning Inc	240 NW 67th Ave	Doral	FL	33126	(786) 800-6956
297	4	501-F7043	Fast Cleaning USA Corp	851 E 33rd St	Hialeah	FL	33013	(305) 826-3512
298	5	501-7412	Famous Janitorial Property Services, Inc	5420 NW 17th CT	Lauderhill	FL	33313	(954) 604-9831
299	6	501-F4025	Guillermo Vargas	4359 SW 153rd Court	Miami	FL	33185	(305) 342-0383
300	7	501-F4023	Justina Tersero	2292 SW 4th Street	Miami	FL	33135	(305) 542-7129
301	8	501-7500	LDL Cleaning Solutions LLC	8900 NW 9th CT	Miami	FL	33150	(954) 643-5396
302	9	501-F584	Nettie Dixon & Delroy A Braham	17134 NW 9th Ave	Miami	FL	33169	(786) 803-2021
303	10	501-F7063	Tournesol Corp	120 NW 126th St	Miami	FL	33168	(305) 992-0606
304	11	501-7463	XTL Management, LLC	7612 Biltmore Blvd	Miramar	FL	33023	(954) 558-2586
305	12	501-T7266	Henry Errol Whittingham	6221 SW 16th St	North Lauderdale	FL	33068	(954) 478-7017
306	13	501-F437	Ruben Jaramillo	1825 Nw 111th Avenue	Plantation	FL	33322	(954) 370-3206
307	14	501-F1072	Erlande M Decelien/Elizabeth Vilce	10040 Reflections Blvd West #108	Sunrise	FL	33351	(954) 578-4032
308	15	501-F1003	Veneclean Inc	4735 NW 103rd Avenue	Sunrise	FL	33351	(954) 913-0830
309	16	501-F7281	Clean And Go Team	1405 Saint Gabrielle Lane	Unit 8 Westom	FL	33326	(954) 501-8567
310	17	501-7484	I and I Services & Operations	1431 Capri Lane #5206	Westom	FL	33326	(954) 471-2861
OHIO - CLEVELAND SUPPORT CENTER								
311	1	502-1181	Western Reservice Service LLC	2190 Woodward Avenue	Lakewood	OH	44107	(440) 623-1058

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

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 _____ / _____ / _____ NEW FO _____ First Day of Service _____ / _____ / _____	Dollar Volume _____ Business Owed _____ = Balance _____ x _____ Multiplier = _____ Total _____	Reason _____ _____ _____ _____ _____

- 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 Customer's 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, assigns, hereby releases Coverall and its current and former members, agents, principals, officers, directors, shareholders, employees, representatives, attorneys, accountants, subsidiaries, divisions, predecessors, 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 _____
Print Name _____
Title _____
FO # _____ Date _____

COVERALL REPRESENTATIVE

By _____
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 Customer's 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 _____
Print Name _____
Title _____
FO # _____ Date _____

COVERALL REPRESENTATIVE

By _____
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 recitals 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 30, 2018

See Exhibit C for our registered agents authorized to receive service of process.

I have received a disclosure document dated March 30, 2018 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 30, 2018

See Exhibit C for our registered agents authorized to receive service of process.

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 - 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 30, 2018

Dated _____

PROSPECTIVE FRANCHISE

If a business entity

If an individual

Name of Business Entity

Print Name

By _____

Signature

Its _____

Print Name _____