N.G.T. CORPORATION
d/b/a COVERALL SERVICE COMPANY
410 S. Ware Blvd., Ste. 406
Tampa, FL 33619

For Use in the Following States:

*** * * * * * * * * ***

ALABAMA
FLORIDA
KENTUCKY
INDIANA
MISSISSIPPI
PENNSYLVANIA

*** * * * * * * * * ***

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

FRANCHISE DISCLOSURE DOCUMENT

N.G.T. Corporation d/b/a Coverall Service Company
(A Maryland Corporation)
410 Ware Blvd., Ste. 406
Tampa, FL 33619
(813) 776-2091
info@coverall.com
www.coverall.com

under license of
Coverall North America, Inc.
350 SW 12th Avenue
Deerfield Beach, FL 33442
(866) 296-8944
www.coverall.com

The franchisee will operate a commercial janitorial cleaning business utilizing our Coverall Program®.

The total investment necessary to begin operation of a Coverall franchise is $8,316 - $52,847. This includes $5,289 to $43,080 that must be paid to the franchisor or its affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Regional Director at your local Coverall office.

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, such as a lawyer or an accountant.

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

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

Issuance Date: April 29, 2024

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

How to Use This Franchise Disclosure Document

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

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

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

What You Need to Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.
Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.
Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.
Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.
Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.
Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.
When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

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

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

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Special Risks to Consider About *This* Franchise

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

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

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

© 2024 Coverall Service Company

TABLE OF CONTENTS

ITEM		PAGE
1	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
2	BUSINESS EXPERIENCE	4
3	LITIGATION	8
4	BANKRUPTCY	16
5	INITIAL FEES	17
6	OTHER FEES	21
7	ESTIMATED INITIAL INVESTMENT	27
8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	29
9	FRANCHISEE'S OBLIGATIONS	31
10	FINANCING	33
11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	35
12	TERRITORY	44
13	TRADEMARKS	45
14	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	47
15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	49
16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	49
17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	50
18	PUBLIC FIGURES	54
19	FINANCIAL PERFORMANCE REPRESENTATIONS	55
20	OUTLETS AND FRANCHISEE INFORMATION	56
21	FINANCIAL STATEMENTS	69
22	CONTRACTS	69
23	RECEIPTS	69

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Exhibits

A. Contracts

A.1 Coverall Franchise Agreement, with attached Equipment and Supply Package List and Promissory Note

(Replacement Page 1 for each package)

(Transfer of a Franchise Page 1)

(Renewal Term Form Page 1)

a. Initial Equipment and Supply Package List

b. Promissory Note

c. Customer Transfer Form (for Transfers)

d. Customers Serviced Form (for renewal terms)

A.2 Guaranty to Coverall Franchise Agreement

A.3 Confidentiality/Non-Solicitation Agreement

A.4 Equipment Purchase Agreement and Equipment Promissory Note

A.5 Application

A.6 General Release

A.7 State Addenda

B. Financial Statements

B.1. Financial Statements of N.G.T. Corporation d/b/a Coverall Service Company

B.2. Consolidated Financial Statements of Coverall Acquisition, LLC and Subsidiaries

C. List of Administrators and Agents for Service of Process

D. List of Current Franchisees

E. List of Additional Current Franchisees within Coverall System

F. List of Ceased-Operating Franchisees

G. Table of Contents of Manuals

H. Franchised Business Customer Acceptance Forms

I. Agreement to Purchase Customers

J. Agreement to Sell Customers for Payment of Franchise Fee

K. State Effective Dates

L. Receipts

© 2024 Coverall Service Company

N.G.T. CORPORATION
d/b/a COVERALL SERVICE COMPANY
FRANCHISE DISCLOSURE DOCUMENT

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

To simplify the language in this Disclosure Document, "Coverall" or "we" means N.G.T. Corporation, the franchisor. "You" means, as applicable, the corporation and its shareholders, officers, and directors; or the limited liability company and its members and managing members that buys the franchised business. "CNA" means Coverall North America, Inc., the company which has licensed us to sell a franchise to you.

Coverall derives its right to sell this franchise from CNA, with whom Coverall signed a renewal Service Agreement on December 31, 2019 for all of its territories in the states of in Alabama, Florida, Indiana, Kentucky, Maryland, Mississippi, New York, and Pennsylvania for a term of 20 years. We first began offering franchises under a Service Agreement with CNA on February 2, 1990 within the State of Maryland and subsequently added additional territories by purchasing additional franchises from CNA and through acquisitions of existing Coverall Services businesses, with the last acquisition in 2005.

When we describe certain information about CNA in this Disclosure Document, it will be preceded by the same information about us.

Coverall

N.G.T. Corporation is a corporation organized under the laws of the State of Maryland. Our principal business address is 410 S. Ware Blvd., Ste. 406, Tampa, FL 33619. We do not have a parent company or predecessors. We do business under our corporate name and under the name "Coverall Service Company."

Our affiliate is TDELJ, LLC, a Delaware limited liability company ("TDELJ"). Its principal business address is 410 S. Ware Blvd., Ste. 406, Tampa, FL 33619. TDELJ is also a Service Franchisee of CNA and sells Coverall janitorial franchises in portions of the state of Indiana. TDELJ has offered, sold and serviced Coverall Janitorial Franchises since September 1, 2018. As of December 31, 2022, TDELJ has 33 Coverall Janitorial Franchises. It has never offered franchises in any other line of business.

The name and address of our agents for service of process are listed in Exhibit C.

We are in the business of selling franchises and providing support for our franchisees. We are not in the business of providing janitorial services. We sublicense our franchisees to use the Coverall name and marks to conduct and promote their independent building cleaning and maintenance business. We also assist franchisees in obtaining initial cleaning customers and perform other services for franchisees under our Coverall Franchise Agreement. You will offer regular cleaning services, including floor care, trash and waste removal, disinfecting surfaces and equipment, dusting, restroom cleaning, vacuuming and light maintenance for commercial offices and buildings.

Coverall has offered and sold janitorial franchises since 1990 and has never engaged in any other business. We have never operated a company-owned janitorial franchise or other janitorial business. We have never offered a franchise in any other line of business. Coverall does not conduct any other business activities.

You will enter into a Coverall Franchise Agreement with Coverall for the right to operate a commercial janitorial and cleaning business using the Coverall name. The general market for your services includes businesses that require commercial janitorial and cleaning services. This market is generally well

© 2024 Coverall Service Company

established, comprises a diverse group of cleaning businesses, and is not seasonal. Competitors include other commercial janitorial and 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. To our knowledge, there are no special regulations affecting commercial janitorial cleaning services in the states in which we offer janitorial franchises.

Coverall of North America, Inc.

Coverall of North America, Inc. ("CNA") was incorporated in the State of Delaware on February 26, 1985, and has no predecessor. CNA Holding Corporation ("Holding"), a Delaware corporation incorporated on February 4, 2005, owns 100% of the stock of CNA and is our direct parent company.

On July 1, 2021, Wellspring Capital Management LLC ("Wellspring") purchased Holding and its subsidiaries, including CNA. The principal business address of Wellspring is 605 Third Avenue, 44th Floor, New York, NY 10158. Wellspring exercises oversight of CNA via subsidiaries including the indirect parent company Coverall Acquisition, LLC. Wellspring's subsidiaries have never offered franchises for CNA and, except as described below, have never offered franchises in any other line of business. Caring Brands International ("CBI") is a subsidiary of Wellspring, and therefore an affiliate of CNA, that offers franchises. The principal business address of CBI is 1551 Sawgrass Corp. Pkwy, Ste.230 Sunrise, FL 33323. CBI owns and operates the following franchise brands:

- Interim Healthcare Inc. ("IHC") is a franchisor of home care, hospice, and healthcare staffing services in the United States. IHC was established in 1966 and has offered franchises for IHC branded outlets since 1968. As of December 31, 2023, there were 4 company owned and 240 franchised IHC branded outlets operating in the United States.

- Bluebird Care ("BC") is a franchisor of non-medical care services in England, Wales, Scotland, Northern Ireland and the Republic of Ireland. BC was established in 2004 and has offered franchises for BC branded outlets since 2007. As of December 31, 2023, there were 0 company owned and 227 franchised BC outlets operating in the United Kingdom and Ireland.

- Just Better Care ("JBC") is a franchisor of in-home non-medical and medical care services throughout Australia. JBC was established in 2005 and has offered franchises for JBC branded outlets since 2006. As of December 31, 2023, there were 2 company owned and 49 franchised JBC outlets operating Australia.

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 August 1, 2008, Holding became the sole shareholder of Majco, Inc. ("MI"), a Pennsylvania corporation and CNA Service Franchisee (as defined below). On August 7, 2008, MI merged with Majco Acquisition, LLC ("Majco"), a Delaware limited liability company formed on July 31, 2008; Majco merged with CNA on March 31, 2011, and CNA is the surviving corporation. MI is CNA's 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 CNA 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 CNA on March 31, 2011, and CNA is the surviving corporation. Triesler is CNA's predecessor at Triesler's former locations in North Carolina and South Carolina. On March 30, 2010, CNA 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 CNA and offered the same type of franchises CNA does in the commercial industry in Massachusetts. Effective June 20, 2011, Verica, LLC's Service Franchise for the Iowa and Nebraska

© 2024 Coverall Service Company

territory was terminated, and they are CNA's predecessor. On May 17, 2012, CNA became the sole shareholder of Melton Franchise Systems, Inc. ("MFS"), a California corporation, and a CNA Service Franchisee, and in March 2022, MFS merged into CNA, and CNA is the surviving corporation. MFS was a wholly-owned subsidiary of CNA and offered under the Coverall® name the same type of franchises as CNA does in the commercial cleaning industry. On July 31, 2016, CNA purchased the assets of Cavalier Services, Inc. ("Cavalier"), an Oregon corporation, a former CNA Service Franchisee. Cavalier is CNA's predecessor in Oregon. On January 31, 2018, Holding became the sole shareholder of 4444 International, Inc., a Florida corporation and CNA Service Franchisee doing business as Coverall of Central Florida ("4444"). Effective January 31, 2018, 4444 merged with CNA, and CNA is the surviving corporation. 4444 is CNA's predecessor in the Orlando area of Florida. On June 1, 2020, CNA became the sole shareholder of Plymouth Ridge, Inc., a Minnesota corporation and CNA Service Franchisee doing business as Coverall of the Twin Cities, Inc. ("Plymouth Ridge"). Effective June 2, 2020, Plymouth Ridge merged with CNA, and CNA is the surviving corporation. Plymouth Ridge is CNA's predecessor in the Minneapolis-St. Paul, Minnesota area.

On January 31, 2022, CNA became the sole shareholder of Warjon, Inc., a Florida corporation and CNA Service Franchisee doing business in Florida, North Carolina, Texas, and Arizona ("Warjon"). Effective February 1, 2022, Warjon merged with CNA, and CNA is the surviving corporation. Warjon is CNA's predecessor in various regions in Florida, North Carolina, Texas, and Arizona.

CNA's global support center and the principal offices for Holding are located at 350 SW 12th Avenue, Deerfield Beach, Florida 33442. The principal offices for WCP Coverall Intermediate LLC are located at 605 Third Avenue, 44th Floor, New York, NY 10158. CNA's agents for service of process are listed in Exhibit C. CNA does business at the regional sales and support centers listed in Exhibit E. CNA's business experience includes: offering commercial cleaning and related special services CNA Franchises ("Commercial Cleaning Franchises" or "CNA Franchises") since July 1985, offering Service Franchises since October 1986, and offering Territory Franchises (as defined below) since May 1996. Except as set forth above, CNA has not conducted business of any kind, nor has CNA offered a franchise in any other line of business.

The Business Offered

Historically, CNA has offered three types of franchises in the commercial janitorial cleaning industry: Commercial Cleaning Franchises, Service Franchises (also called "Master Franchises"), and Territory Franchises. CNA presently offers and awards only Commercial Cleaning Franchises and is not offering or awarding new Service or Territory Franchises. CNA has no current territory Franchises.

Commercial Cleaning Franchises are independent franchised businesses licensed by CNA to use Coverall® tradenames, trademarks, and the proprietary Coverall Program. Typical commercial janitorial services which Franchised Businesses will likely provide, regardless of the size of the franchise package Franchised Business purchases 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: day porter services, special event cleanup, blind cleaning, light bulb changing, deep cleaning, upholstery cleaning, machine scrub and rinse, strip and finish, scrub and recoat, windows, carpet extraction, carpet encapsulation and electrostatic disinfection. Competitors include other commercial janitorial and building cleaning services, such as: small independent operators, other commercial cleaning franchises, and large commercial cleaning businesses. CNA distinguishes itself from competitors with the Coverall® Program.

Service Franchises are independent businesses licensed by CNA to use the Coverall® tradenames, trademarks, System, and business model to offer, sell, and service commercial cleaning franchises under agreements between those Service Franchises and their own franchisees. Service Franchises were sold only

© 2024 Coverall Service Company

in metropolitan or other designated territories and in foreign countries, and Service Franchises are permitted to offer, sell, and service their own franchises only in the territories where the Service Franchises are located. CNA no longer offers new Service Franchises, but may renew certain existing Service Franchises.

CNA licenses all Franchised Businesses to use the Coverall® Program to conduct and promote their independent businesses.

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

Description of the Franchise

You will enter into a Coverall Franchise Agreement with us for the right to operate a commercial cleaning and related services business using the Coverall name. The general market for franchise services includes businesses that require building cleaning and related 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.

Applicable Regulations

You must comply with federal, state, and local regulations concerning the delivery of commercial cleaning and related services by your business. You should investigate the application of these laws further.

ITEM 2
BUSINESS EXPERIENCE

Coverall

Following is the list of the directors, principal officers, and other individuals who have management responsibility for Coverall's janitorial franchise business. We have included the principal positions and employers of each person during the past five years, including each position's starting date, ending date and location.

Director and Chief Executive Officer: Thomas I. Gilliland

Mr. Gilliland has been Director and Chief Executive Officer of Coverall since February 1990. He served as our President from February 1990 to August 2022. He is located in Tampa, Florida.

President: Scott C. Schroter

Mr. Schroter has been our President since August 2022 and served as Executive Vice President from April 2014 to August 2022. He is located in Tampa, Florida.

Executive Vice President and Chief Operating Officer: Richard Grummell

Mr. Grummell has served as Coverall's Executive Vice President and Chief Operating Officer since November 2003. He is located in Tampa, Florida.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Executive Vice President, Secretary, Treasurer and Chief Financial Officer: Earol L. Bert, Jr.

Mr. Bert has been Executive Vice President, Secretary and Treasurer of Coverall since April 2003. He is located in Tampa, Florida. Mr. Bert has also served as Chief Financial Officer of Coverall since December 2001.

Executive Vice President: Michael Ward

Mr. Ward has been Executive Vice President since August 2022 and served as Vice President of Operations from April 2014 to August 2022. He is located in Tampa, Florida.

Vice President of Sales: Jamie Farley

Ms. Farley has been Vice President of Sales of Coverall since January 2021. She is located in Columbia, Maryland. From April 2018 to January 2021, she was Director of Sales of Coverall, located in Columbia, Maryland.

Vice President of Finance: Eddie Paskor

Mr. Paskor became Vice President of Finance of Coverall on January 1, 2021. He is located in Tampa, Florida. Prior to that he was Controller from January 2015 to December 2020.

Director of Corporate Development: John Gilliland

Mr. Gilliland has been the Director of Corporate Development of NGT based out of the Tampa, FL, office since November 2023. Previously Mr. Gilliland served as the Regional Director of the Baltimore Support Center, located in Columbia, MD, from February 2020 until November 2023 and Regional Director of the Lexington Support Center from November 2019 until February 2020 and Regional Director of the Mobile Support Center located in Mobile, AL, from January 2019 until November 2019.

Regional Director - Anthony Morano

Mr. Morano has been the Regional Director of the Rochester Support Center, located in Pittsford, NY, since February 2024. Previously he was an Account Manager for HelloTeam in Boston, MA from October 2023 to February 2024. Prior to that he was a Senior Product Advisor for Heartland in Rochester, NY from May 2023 until September 2023 and Sales Executive for ADP in Rochester, NY from May 2013 until May 2023.

Regional Director: Robert E. Hanny

Mr. Hanny has been a Regional Director of Coverall, located in Pensacola, FL and is operating that location and Mobile, AL centers since June 2023. Mr. Hanny was previously Regional Director of the Buffalo Support Center located in Williamsville, NY, from May 2016 until June 2023.

.

Regional Director: Tyler Townsend

Mr. Townsend has been a Regional Director of Coverall, located in Louisville, Kentucky, since August 2022, and was previously Regional Director of Coverall in Lexington, Kentucky from January 2020 to August 2022. Previously, he was a Marketing Consultant for Coverall, located in Lexington, Kentucky (March 2019 – December 2019).

Regional Director: Jeff Campion

Mr. Campion has been Regional Director of Coverall, located in Lexington, Kentucky, since May 2022. Prior to that, he was a Marketing Consultant for Coverall in Lexington, Kentucky from August 2018 to April 2022.

Regional Director: Thomas Doody

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Mr. Doody has been Regional Director of Coverall located in Williamsville, New York, since June 1, 2023. Prior to that he was a Franchise Advisor of Coverall in Williamsville, New York (October 2017 – May 2023).

Regional Director: Jermaine Thompson

Mr. Thompson has been the Regional Director of Coverall in Columbia, Maryland, since February 20, 2024. Prior to that he was a Senior Operations Manager for Amazon in Dundalk, MD (January 2021-September 2023). Prior to that he was a Senior Sales Executive for Enterprise Holdings in Lithicum, MD (January 2012 – January 2021).

Regional Director: Destry Evans

Mr. Evans has been the Regional Director of Coverall in Harrisburg, Pennsylvania, since April 8, 2024. Prior to that he was a Region Manager for Dish Network in Harrisburg, PA, from August 2006 until April 2024.

CNA

Following is the list of CNA's directors, principal officers, and other executives who have management responsibility in the operation of its 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.

CHARLES DANIEL: CHIEF EXECUTIVE OFFICER AND SOLE DIRECTOR

From August 2017 to December 2021, Mr. Daniel served as CNA's Chief Financial Officer and Treasurer in Deerfield Beach, Florida. In December 2021, Mr. Daniel was promoted to Chief Executive Officer and Sole Director of CNA.

KEVIN HARRISON: CHIEF FINANCIAL OFFICER

Mr. Harrison has served as CNA's Chief Financial Officer since March 2022. Previously, Mr. Harrison served as Vice President – Finance for ServiceMaster Brands in Memphis, Tennessee from September 2015 until May 2019, and Vice President – Finance for Wood & Laminate North America for Mohawk Industries, Inc. in Calhoun, Georgia from June 2019 until March 2022 before joining CNA.

TYLER DICKINSON: CHIEF SALES OFFICER

Since August 2019, Mr. Dickinson has served as CNA's Chief Sales Officer in Deerfield Beach, Florida. Mr. Dickinson was formerly CNA's Divisional Vice President Sales for the West Division from June 2015 to August 2019 in San Diego, California.

SHIRLEY KLEIN: CHIEF OPERATIONS OFFICER

Since August 2017, Ms. Klein has served as CNA's Chief Operations Officer, in Deerfield Beach, Florida.

STEPHEN KLOPPENBURG: VICE PRESIDENT OF OPERATION

From August 2022, Mr. Kloppenburg has served as CNA's Vice President of Operations in Deerfield Beach, Florida. Mr. Kloppenburg served as Divisional Director at CNA from May 2016 through August 2022.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

ADAM WALKER: VICE PRESIDENT AND GENERAL COUNSEL

Since September 2022, Mr. Walker has served as CNA's Vice Present and General Counsel in Deerfield Beach, Florida. Mr. Walker previously served as Corporate General Counsel in Atlanta, Georgia for Edible Arrangements, LLC from August 2020 to September 2022. Prior to his time at Edible Arrangements, LLC, Mr. Walker served as Director-Counsel at HSN, Inc. in St. Petersburg, Florida from June 2016 to August 2020.

ALAN HARRIS: VICE PRESIDENT, NATIONAL ACCOUNTS

Since June 2018, Mr. Harris has served as CNA's Vice President, National Accounts in Deerfield Beach, Florida.

NICOLE IVEY: VICE PRESIDENT OF MARKETING

Since July 2016, Ms. Ivey has served as CNA's Vice President of Marketing in Deerfield Beach, Florida.

KATHY JONES: VICE PRESIDENT OF HUMAN RESOURCES

Since November 2012, Ms. Jones has served as CNA's Vice President of Human Resources in Deerfield Beach, Florida.

WARREN VAUGHN, JR.: VICE PRESIDENT, INFORMATION TECHNOLOGY

Since February 2019, Mr. Vaughn has served as CNA's Vice President, Information Technology in Deerfield Beach, Florida.

EDWARD CRUZ: DIVISIONAL VICE PRESIDENT OPERATIONS - WEST

Since June 2015, Mr. Cruz has served as CNA's Divisional Vice President for West Division in San Francisco, California.

MARK EICHENBERGER: DIVISIONAL VICE PRESIDENT SALES – CENTRAL

Since October 2018, Mr. Eichenberger has served as CNA's Divisional Vice President Sales - Central in Pittsburgh, Pennsylvania.

TOM MARCUS: DIVISIONAL VICE PRESIDENT OF SALES – WEST

Since November 2022, Mr. Marcus has served as CNA's Divisional Vice President of Sales - West . Previously, Mr. Marcus served as a CNA Regional Sales Manager from January 2020 to November 2022 and Divisional Sales Training Manager from March 2016 to January 2020.

NICK JACKSON: DIVISIONAL VICE PRESIDENT OF SALES – EAST

Since October 2022, Mr. Jackson has served as CNA's Divisional Vice President - East in Atlanta, Georgia. From January 2018 to October 2022, Mr. Jackson served as the Regional Sales Manager for Atlanta in Atlanta, Georgia.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

JOSHUA WAGER: DIVISIONAL VICE PRESIDENT, OPERATIONS – CENTRAL

Since August 2022, Mr. Wager has served as CNA's Divisional Vice President, Operations – Central in Brookfield, Wisconsin. From October 2017 to August 2022, Mr. Wagner served as our Division Director, Operational Development in Brookfield, Wisconsin.

SARAH HAMMOND: DIVISIONAL VICE PRESIDENT OF OPERATIONS – EAST

From April 2023 to present, Ms. Hammond has served as CNA's Divisional Vice President of Operations - East in Charlotte, South Carolina. Previously, from June 2018 to April 2023, Ms. Hammond served as General Manager with CNA in Philadelphia, Pennsylvania.

ITEM 3
LITIGATION

Coverall and TDELJ:

No litigation is required to be disclosed.

CNA:

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 CNA's litigation.

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

CNA:

Pending.

Caribe Billie and Quincy Reeves vs. Coverall North America, Inc. (United States District Court, District of Connecticut, Case No. 3:19-cv-00092-JCH) filed January 17, 2019. Plaintiffs, franchisees of R & B Services, Inc. d/b/a Coverall of Connecticut & Westchester ("RB"), CNA's former master franchisee, filed this putative class action claiming that CNA violated various sections of the Connecticut Minimum Wage Act. Plaintiffs sought wages allegedly withheld under the Connecticut Minimum Wage Act; penalties, attorney's fees, a refund of all franchise fees and additional fees paid by the putative class members, punitive damages, interest, costs, and injunctive and declaratory relief. On March 20, 2019, CNA filed a Motion to Dismiss for lack of personal jurisdiction over CNA, or, in the Alternative, to Compel Arbitration, or in the Alternative, to Dismiss for Plaintiff's failure to state a claim. On March 12, 2020, the Court denied CNA's motion to dismiss but granted CNA's motion to compel arbitration. On June 18, 2020, Reeves filed a Demand for Arbitration, *Quincy Reeves ("Reeves") vs. Coverall North America, Inc.* (American Arbitration Association, Case No. 01-20-0007-2506). Billie also filed a Demand for Arbitration, *Caribe Billie ("Billie") vs. Coverall North America, Inc.* (American Arbitration Association, Case No. 01-20-0007-2501). CNA and Billie arbitrated Billie's claims and, on February 1, 2022, the Billie arbitrator issued an interim decision in favor of Billie. In March of 2022, the parties stipulated to damages of $56,164. The arbitrator issued an award in that amount, which CNA paid in July 2022. On March 9, 2021,

© 2024 Coverall Service Company

Reeves joined with Veronica Flores, another franchisee of RB (*Veronica Flores vs. Coverall North America, Inc.*, American Arbitration Association, Case No. 01-20-0015-7022) to file a Motion to Lift Stay on the ground they allegedly could not afford to pursue arbitration. In March 2022, the district court judge issued a ruling partially in plaintiffs' favor, allowing Reeves (but not Flores) to proceed in district court. CNA appealed this decision to the Second Circuit Court of Appeals and, on March 14, 2023, the Second Circuit Court of Appeals issued a Summary Order reinstating the arbitral stay. By Order dated March 15, 2023, the Second Circuit reversed the district court and reinstated the stay. CNA subsequently settled its disputes with both Reeves (in November 2023 for the amount of $20,000) and Flores (in or around April of 2023 for the amount of $15,000).

Carlos Rivas vs. Coverall North America, Inc. (United States District Court Central District of California Case No. 8:18-cv-01007-JGB-KK). On June 7, 2018, Plaintiff, a then-current franchisee, filed a complaint under the Private Attorney General Act of 2004 ("PAGA") seeking a declaration and finding that CNA violated the California Labor Code due to, among other things, (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 violating of the California Labor Code; and (iv) failing to maintain payroll records in violation of the California Labor Code. Plaintiff seeks to recover all penalties, pre- and post-judgment interest, reasonable attorney's fees, costs and expenses, and injunctive relief. On March 21, 2019, CNA filed an Answer to Complaint and Counterclaim requesting a declaratory judgment that the Franchise Agreement be deemed null and void if Plaintiff was deemed an employee rather than an independent contractor. On March 29, 2019, Plaintiff filed a First Amended Complaint, again claiming (though PAGA) violations of the California Labor Code. CNA filed an Answer on April 12, 2019, denying the material allegations of the Amended Complaint. On May 17, 2019, Plaintiff filed a Motion to Dismiss CNA's Counterclaim, and this motion was denied on July 12, 2019. On November 11, 2019, Plaintiff filed a Motion for Summary Judgment. On November 18, 2019, CNA filed a Motion to Compel Arbitration. On January 21, 2020, the Court denied CNA's Motion to Compel Arbitration. On February 7, 2020, CNA filed a Notice of Appeal (United States Court of Appeals for the Ninth Circuit Court, Case No. 20-55140). After the Ninth Circuit denied the appeal, CNA petitioned the U.S. Supreme Court for a writ of certiorari. In December 2021, the Supreme Court agreed to hear a companion case, *Viking River Cruises,* regarding the same arbitrability issue, and ultimately decided that PAGA representative claims could be arbitrated individually and that a PAGA claim must be dismissed once an individual's PAGA claim is sent to arbitration. The Supreme Court then granted CNA's petition, reversed the 9th Circuit, and remanded the matter to the 9th Circuit for further proceedings consistent with its opinion in the *Viking River Cruises* case. On September 21, 2022, the 9th Circuit remanded the matter to the District Court, which compelled arbitration of Rivas' individual claims and dismissed Rivas' non-individual claims by order dated November 28, 2022. On December 18, 2022, Rivas appealed that decision to the 9th Circuit. That appeal remains pending. CNA disputes these claims and is vigorously defending this action.

Sergio Gonzalez v. Coverall North America, Inc. (United States District Court, Central District of California, Civil Action No. 5:16-CV-02287-JGB-KK) filed November 2, 2016. Plaintiff, a current franchisee, filed this putative class action claiming CNA violated various sections of the California Labor Code by misclassifying its franchisees as independent contractors, requiring its franchisees to pay for their cleaning work, requiring franchisees to pay franchise and additional business fees and other charges improperly deducted from their alleged "pay," failing to provide proper itemized wage statements, failing to pay wages twice each calendar month, failing to maintain payroll records, and engaging in unfair competition. Plaintiff seeks certification of the putative class action, a declaration and finding that CNA violated the California Labor Code; compensatory damages, underpaid wages and deductions, liquidated damages, interest, costs and attorneys' fees and injunctive relief. Plaintiff also seeks penalties on behalf of the State under PAGA. On April 13, 2017, the Court granted CNA's Motion to Compel Arbitration and stayed all proceedings pending a decision

© 2024 Coverall Service Company

on arbitrability by the arbitrator. Plaintiff filed a motion with the Court on April 24, 2017 to dismiss the case so he could appeal the court's decision. 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 CNA's Motion to Compel Arbitration (United States Court of Appeals for the Ninth Circuit Court, Case No. 17-55787). On February 22, 2019, the Ninth Circuit dismissed Plaintiff's appeal for lack of jurisdiction.

On March 8, 2019, Plaintiff filed a Renewed Motion to Reopen Case with the District Court, which was denied on April 19, 2019. On May 6, 2019, Plaintiff filed a Notice of Appeal of the Order denying the Motion to Reopen Case (United States Court of Appeals for the Ninth Circuit Court, Case No. 19-55511).On December 8, 2022, the District Court denied Plaintiff's Renewed Motion to Reopen the Case. On December 18, 2022, Gonzalez appealed that decision to the 9th Circuit. That appeal remains pending. CNA disputes these claims and is vigorously defending this action.

Keon Reny Cleaning Service vs. Coverall North America, Inc. (Court of Common Pleas of Allegheny County, Pennsylvania- Civil Division, Case No. GD23-9413) filed August 3, 2023. Plaintiff, a former franchisee of CNA, seeks a declaration and finding that CNA breached the franchise agreement with Keon Reny Cleaning Services. On September 5, 2023, CNA filed various preliminary objections against Keon Reny Cleaning Servicing, including, but not limited to, a motion to dismiss pursuant to local rules of civil procedure due to an existence of an agreement for alternative dispute resolution. The court sustained CNA's motion and stayed the dispute to allow Plaintiff to file arbitration.

CNA:

Concluded.

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"), CNA's Master Franchisee, filed this putative class action claiming that Sujol and CNA have violated various sections of the New Jersey Wage Payment Law. Plaintiffs sought certification of the putative class action; declaration and finding that Sujol and CNA have misclassified Plaintiffs as independent contractors under the New Jersey Wage Payment Law; declaration and finding that Sujol and CNA 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 CNA to comply with New Jersey law; and other, if applicable, relief in law or in equity as may be available. On January 12, 2018, CNA 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 CNA filed a joint Motion with the District Court to Stay this Action Pending Mediation and Arbitration. On September 27, 2018, an Order was entered granting in part and denying in part Sujol and CNA's Motion to stay, as the Richardson matter was stayed and administratively terminated as to Sujol pending arbitration, but was not stayed as to CNA. And, the Silva matter was not stayed as to either Sujol or CNA. On October 25, 2018, Sujol and CNA filed a Notice of Appeal to the United States Court of Appeals for the Third Circuit for both matters. (United States Court of Appeals for the Third Circuit Court, Case No. 18-3393). The Third Circuit heard oral arguments on November 20, 2019. On April 28, 2020 the Third Circuit issued a ruling reversing and remanding the case back to the District Court. On May 12, 2020 Plaintiffs filed a petition for a rehearing En Banc. On June 30, 2020 the Plaintiffs' petition for rehearing was denied. On October 1, 2020, this matter was stayed pending resolution of Plaintiff's Petition to the United States Supreme Court for a Writ of Certiorari. On November 27, 2020 Plaintiff

© 2024 Coverall Service Company

filed a Petition for Writ of Certiorari with the Supreme Court of the United States. The petition was denied March 22, 2021. Both cases were ordered to arbitration and both plaintiffs filed motions that arbitration is unconscionable. The Silva arbitrator ruled in that Silva's agreement was enforceable, and Richardson's arbitrator ruled Richardson's agreement was not. This matter settled in May 2022 with a $22,000 payment to Silva and a $17,500 payment to Richardson with no admission of liability by CNA.

Cinthia Yarleque vs. Coverall North America, Inc. (American Arbitration Association, Case No. 01-20-0015- 5079) filed October 30, 2020. Claimant, a former franchised business filed a Demand for Arbitration with the American Arbitration Association. Claimant alleged that CNA had misclassified her as an independent contractor under New Jersey Statute 43:21-19 and had violated New Jersey Statute 34:11-4.4 by taking unlawful deductions from her wages. Claimant sought compensatory damages and liquidated damages in the amount of attorneys' fees, costs, and expenses and injunctive relief requiring CNA to comply with New Jersey law. This matter settled in December 2021 for $25,000, with no admission of liability by CNA.

Ivett Alcazar vs. Coverall North America, Inc. (American Arbitration Association, Case No. 01-20-0015-5052) filed October 30, 2020. Claimant, a former franchised business, filed a Demand for Arbitration with the American Arbitration Association. Claimant alleged that CNA had misclassified him as an independent contractor under New Jersey Statute 43:21-19 and had violated New Jersey Statute 34:11-4.4 by taking unlawful deductions from his wages. Claimant sought compensatory damages and liquidated damages in the amount of attorneys' fees, costs, and expenses and injunctive relief requiring CNA to comply with New Jersey law. This matter settled in January 2022 for $32,000, with no admission of liability by CNA.

Jose Munoz vs. Coverall North America, Inc. (American Arbitration Association, Case No. 01-20-0015-5028) filed October 30, 2020. Claimant, a former franchised business, filed a Demand for Arbitration with the American Arbitration Association. Claimant sought: i) a ruling that Claimant can pursue their claims against CNA in Court; and ii) to bring a claim for violation of the New Jersey Wage Payment Law. Claimant also sought compensatory damages and liquidated damages in the amount of attorneys' fees, costs, and expenses. This matter settled in February 2022 for $40,000, with no admission of liability by CNA.

Miguel Yamunaque vs. Coverall North America, Inc. (American Arbitration Association, Case No. 01-20- 0015-5025) filed October 30, 2020. Claimant, a former franchised business, filed a Demand for Arbitration with the American Arbitration Association. Claimant alleged that CNA had misclassified him as an independent contractor under New Jersey Statute 43:21-19 and had violated New Jersey Statute 34:11-4.4 by taking unlawful deductions from his wages. Claimant seeks compensatory damages and liquidated damages in the amount of attorneys' fees, costs, and expenses and injunctive relief requiring CNA to comply with New Jersey law. This matter settled in January 2022 for $29,500, with no admission of liability by CNA.

Jimmy Soto vs. Coverall North America, Inc. (American Arbitration Association, Case No. 01-21-0000-1887) filed January 14, 2021. Claimant, a former franchised business, filed a Demand for Arbitration with the American Arbitration Association. Claimant sought: i) a ruling that Claimant could pursue their claims against CNA in Court; and ii) to bring a claim for violation of the New Jersey Wage Payment Law. Claimant also sought compensatory damages and liquidated damages in the amount of attorneys' fees, costs, and expenses. This matter settled in January 2022 for $28,340, with no admission of liability by CNA.

Pacific Commercial Services, LLC vs. Coverall North America, Inc. (American Arbitration Association, Case No. 02-19-0003-0718) filed January 24, 2020. Plaintiff, a current CNA Service Franchisee filed a Breach of Agreement and Lack of Good Faith and Fair Dealings Demand for Arbitration with the American Arbitration Association. Plaintiff seeks: i) a finding that CNA has breached the terms of the Service Franchise Agreement ("SFA") by requesting that Plaintiff make [*sic*] additional royalty fees that are not due and owing; ii) a finding that CNA has breached the terms

© 2024 Coverall Service Company

of the SFA by requesting that Plaintiff increase its working capital account; and iii) a finding that CNA has violated the covenant of good faith and fair dealing implied in the SFA under Florida law. Plaintiff also seeks a declaration that: i) the Minimum Royalty provision of the SFA is interpreted as written and applies to Plaintiff as a whole and not per territory; ii) the Minimum Royalty provision of the SFA has been modified by the conduct of the parties pursuant to Florida law or waived by CNA: and iii) the Working Capital provision of the SFA has been modified by the conduct of the parties or waived by CNA. Plaintiff also requests damages in the amount of attorneys' fees, costs, and expenses. On March 23, 2020, CNA filed a Response to Statement of Claim and Counterclaim against Pacific Commercial Services, LLC. CNA claims that Plaintiff has: i) failed to make minimum royalty payments under the SFA; and ii) failed to maintain minimum working capital under the SFA. On April 16, 2020, Plaintiff filed a Response to CNA's Counterclaim. On February 21, 2021 a Continued Temporary Stay of Proceedings was Ordered while the parties discussed settlement. This matter settled in August 2021 for by mutual agreement of the parties, with a waiver by CNA of certain alleged debt and no admission of liability by CNA.

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-2405-UNA) filed June 27, 2017. Plaintiff, a current franchisee, filed this putative class action claiming CNA 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 CNA from violating the Fair Labor Standards Act and issue an order requiring that CNA comply with the Fair Labor Standards Act wage, overtime, and reporting requirements; to permanently enjoin CNA from collecting unlawful interest under the Georgia Industrial Loan Act; to permanently enjoin CNA 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 CNA from its unlawful conduct. On July 20, 2017, CNA 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. On October 31, 2018 the parties filed a Joint Motion for Settlement Approval with Brief in Support by Janitorial Tech, LLC, Randall Richardson. On November 11, 2018, an Order was entered granting the Motion for Settlement Approval. The material terms of the Settlement were that CNA: i) paid to Franchisee $27,325.00, which included the purchase price for the assets of Franchisee's business and customers; and ii) cancelled all remaining balances due CNA on Franchisee's Promissory Notes.

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 CNA 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, CNA 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.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

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 CNA Master Franchisees, and not CNA. CNA 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 CNA. Their claims were stayed pending arbitration. The remaining plaintiffs claimed that CNA negligently or intentionally misrepresented that it had sufficient business to satisfy its contractual obligations; that CNA 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 CNA. 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 CNA -- 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, CNA 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 CNA's Janitorial Franchise Agreement was unconscionable. On May 26, 2010, the jury returned a verdict in favor of CNA 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 CNA Franchise and performed work for CNA 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 CNA 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. CNA appealed that

© 2024 Coverall Service Company

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 CNA. The Court denied that motion in July 2012. In September 2012, following a notice filed by Plaintiffs that claimed that CNA had violated a court order pertaining to franchise owners who had commenced arbitration proceedings against CNA, the Court sanctioned CNA by allowing ten arbitration claimants to join the Awuah class. CNA appealed that decision to the First Circuit. The First Circuit reversed the District Court's sanctions decision, holding that CNA 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 CNA 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. CNA 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 CNA is not liable to any franchise owner who purchased his franchise from a CNA 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 CNA 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; CNA withheld payment of its share of the fees for two of the claimants pending settlement discussions. CNA settled with one of the AAA claimants, Rufino Henriquez, in August 2013 and paid him a total of $25,000.00. CNA 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 CNA 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 CNA franchisees currently operating in Massachusetts, including those operating through CNA's master franchisee, R&B Services, Inc.; 2) CNA paid $5.5 Million to the

© 2024 Coverall Service Company

Class; 3) all franchise agreements of the Class were terminated; 4) Customers were transitioned to servicing Class members; and 5) CNA 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 CNA 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 CNA'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 CNA'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 CNA'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. CNA 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: CNA paid i) $125,000.00 to class counsel for fees expenses; and ii) approximately $35,000 to potential claimants not yet reimbursed for additional amounts due in addition to the $225,000 amount previously paid by CNA 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 CNA 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 CNA who should be earning minimum wage and other benefits of "employment;" and that CNA takes advantage of immigrants with limited English language skills. CNA 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 CNA 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 CNA. The material terms of the Settlement were: (1) CNA 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.

© 2024 Coverall Service Company

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 CNA 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 CNA. The named defendants were CNA, 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. CNA 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 CNA Franchise for $8,500.00, forgave her obligations to Cavalier for the balance of her promissory note and terminated her CNA Franchise, effective April 10, 2014. Plaintiff released all parties and the action was dismissed with prejudice on June 14, 2014.

United States of America v. Coverall North America, Inc. (Civil Action No. 94 C 1178). 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, CNA did not admit any liability for the alleged violations. The U.S., on behalf of the Federal Trade Commission, alleged that it did not make proper disclosures regarding its 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, CNA agreed to pay a civil penalty of $100,000 and to be enjoined from not complying with the FTC's franchise disclosure rule. CNA includes certain information in Item 19 as agreed with the FTC.

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

ITEM 4
BANKRUPTCY

Coverall and TDELJ

No bankruptcy of Coverall is required to be disclosed in this Item.

CNA:

On December 20, 2012, Nicole Ivey, CNA'sVice President of Marketing, 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.

Other than these actions, no bankruptcy is required to be disclosed in this Item.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

ITEM 5
INITIAL FEES

HOW YOUR FEE IS DETERMINED

All franchisees pay an initial franchise fee of between $5,000 and $40,320, depending on the Franchise Package purchased. Payment is due in full when you sign the Franchise Agreement, 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%, with the exception of the P-0 Package, for which there is no discount. When you submit your application to Coverall to purchase a franchise, you must pay a non-refundable application fee of at least $150.00 per applicant and for each alias, if any.

THE PACKAGES

We sell our franchises by packages (the "Franchise Package"). Our Franchise Packages are based on the monthly dollar volume of business that you choose to service ("Initial Business"), except for the P-0 package which includes no Initial Business. In other words, except for the P-0 Franchise Package, we offer you cleaning customers to service totaling a specific dollar amount as follows:

Franchise Package	Initial Business Provided
P-0	N/A
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 DOLLAR VOLUME OF INITIAL BUSINESS WHICH WE ARE OBLIGATED TO OFFER YOU. THE LENGTH OF TIME YOU KEEP THIS BUSINESS DEPENDS ON A NUMBER OF FACTORS, INCLUDING THE CUSTOMERS' CONTINUED NEED FOR YOUR SERVICES AND THE QUALITY OF YOUR SERVICES. SEE ITEM 11. THE SIZE OF THE FRANCHISE PACKAGE DOES NOT REPRESENT HOW MUCH MONEY YOU WILL NET (RECEIVE) EACH MONTH FROM YOUR FRANCHISE AND IS NOT A GUARANTEE THAT YOUI WILL EARN AN EQUIVALENT AMOUNT OF REVENUE. IT IS A GROSS NUMBER AND THE AMOUNT THAT YOU NET DEPENDS UPON A NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, FEES COVERALL CHARGES UNDER YOUR AGREEMENT, THE EXPENSES THAT YOU INCUR TO SERVICE YOUR CUSTOMERS, WHETHER THE CUSTOMERS ARE ENTITLED TO CREDITS FOR MISSED OR POOR SERVICE, WHETHER THE CUSTOMER TERMINATES YOUR SERVICES, AND WHETHER THE CUSTOMER FAILS TO PAY FOR YOUR SERVICES. ONCE YOUR PACKAGE IS FULFILLED, IT IS UP TO YOU TO KEEP THE CUSTOMERS. WE ARE NOT OBLIGATED TO REPLACE LOST CUSTOMERS TO ENABLE YOU TO MAINTAIN THAT LEVEL OF GROSS DOLLAR VOLUME. 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 THE ACTUAL REVENUE THAT YOUR FRANCHISE BUSINESS MIGHT EARN.

The P-0 Franchise Package does not include any Initial Business. By purchasing the P-0 Franchise Package, you will be granted the right to operate a commercial janitorial cleaning business under the Coverall name and utilizing the Coverall Program. You will be responsible for obtaining all of your own customers.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

The initial franchise fee for each Franchise Package is as follows:

Package	Total Franchise Fee	Down Payment	Amount Financed	24 Monthly Payments	36 Monthly Payments	Cash Discount
P-0*	$ 5,000.00	$ 0.00	$5,000.00*	$235.37	N/A	N/A
P-3,000	$15,570.00	$ 4,000.00	$11,570.00	$544.63	$384.29	$778.50
P-4,000	$19,635.00	$ 7,500.00	$12,135.00	$571.23	$403.05	$981.75
P-5,000	$22,890.00	$11,445.00	$11,445.00	$538.75	$380.13	$1,144.50
P-7,000	$29,925.00	$14,962.50	$14,962.50	$704.33	$496.96	$1,496.25
P-10,000	$40,320.00	$22,256.64	$18,063.36	$850.30	$599.96	$2,016.00

*We will finance the P-0 Franchise Package initial franchise fee only if we determine that you have sufficient customer billings to cover the cost of the monthly payment. If we determine that you do not have sufficient customer billings when the Franchise Agreement is executed, the entire $5,000 initial franchise fee is payable when the Franchise Agreement is signed, and there will be no cash discount.

For new franchisees who currently own and operate an independent commercial cleaning business, we may offer them the option to pay the initial franchise fee or a portion of the initial franchise fee by selling existing customers to us to become Coverall customers. We will pay a purchase price of 2 times recurring gross monthly billings of the customers that will be applied to the initial franchise fee due to us by the franchisee. The franchisee will sign the Agreement to Sell Customers for Payment of Franchise Fee which is attached to this Disclosure Document as Exhibit J.

The initial franchise fee is uniform for all franchisees who purchase the same size package with one exception. Coverall has participated in the Veterans Transition Franchise Initiative ("VetFran"), a joint agreement between the U.S. Small Business Administration and the International Franchise Association. We continue to offer eligible veterans a discount of 5% off the franchise fee with a 50% cash down payment and financing of the balance of the franchise fee over 2 years at 12% annual interest. (The discount applies to the entire franchise fee but is deducted from the portion of the franchise fee which is financed.) This discount, if elected, is instead of the 5% discount provided to all franchisees who pay the initial fee in cash (except for the P-0 Franchise Package for which there is no cash discount). These discounts do not apply if the franchise fee is paid by credit card. In order to qualify and participate in our Veteran Program, the majority owner of a Franchised Business must: (i) be a United States military veteran; (ii) have been honorably discharged from any branch thereof; (iii) provide us with a certified copy of the owner's Certificate of Release or Discharge from Active Duty (DD 214 Form) evidencing honorable discharge; (iv) otherwise meet the requirements of our Veteran Program; and, (v) request participation in our Veteran Program prior to signing the Franchise Agreement. We may, in our sole discretion, modify or discontinue our Veteran discount program at any time.

Coverall sometimes offers special promotions or negotiates financing terms for the franchisee's benefit which do not affect the amount of the franchise fee, which may include, but not be 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 cleaning contracts are guaranteed as described in Item 11.

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 Coverall Franchise Agreement or even on the date that you complete training. Therefore, we have between 120 and 330 days from the date you successfully complete

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

training to offer you your Initial Business depending on the particular Franchise Package, as set forth in the following chart:

Franchise Package	Initial Business Offering Period
P-0	N/A
P-3,000	120 days from completion of training
P-4,000	150 days from completion of training
P-5,000	180 days from completion of training
P-7,000	240 days from completion of training
P-10,000	330 days from completion of training

(Accordingly, by way of example, if you purchase a P-5,000 and complete training on March 1, all $5,000 in Initial Business must be offered to you on or before August 28 of that same year.)

The time for offering Initial Business will be suspended if our required background screening reveals prior arrests and/or convictions. Under these circumstances, the time for offering your Initial Business will be suspended and you will not be offered customers until you can provide us with proof that you have obtained a janitorial fidelity bond in the amount of $100,000, or the then current amount as required by Coverall's Franchise Owner Policies and Procedures Manual. The Initial Business Offering Period may by suspended if: i) we require you to attend retraining (see Item 11); or ii) you are in breach of any material provision of the Franchise Agreement or any other agreement with us.

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 discontinued servicing a customer account. 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 Franchise 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.

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. You may reject customers offered to you to fulfill your Initial Business. If you do so unreasonably, our obligation to offer you customers to fulfill your Initial Business shall be deemed satisfied. Examples of unreasonably rejected customers include, for instance, those that require evening or weekend cleaning, customers which are less than 25 miles from your home, and any specialty accounts, provided you have received the necessary specialty training, and others. 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 a number of 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.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Once you accept a customer, Coverall will assign the customer contract to you, excluding those customer contracts that prohibit assignment, or cover multiple locations, pursuant to a Franchise Owner Customer Acceptance Form, subject to your payment in full of your Franchise Fee. The assignment will be subject to the terms and conditions of your Coverall Franchise Agreement. (See attached Exhibit H, Franchised Business Customer Acceptance Forms.) After assignment to you by Coverall, an assigned Service Agreement will be solely between you and the customer.

THE NON-REFUNDABLE FRANCHISE FEE

A portion of the initial franchise fee (or the entire amount of the initial franchise fee if you purchase a P-0 Franchise Package), $5,000, is the price that you pay for the license granted to you to use the Coverall® Marks and System, described in Paragraph 1A of the Janitorial Franchise Agreement, Exhibit A.1. This $5,000 is entirely non-refundable. The remaining portion of your initial franchise fee, if any (initial franchise fee minus $5,000), is also non-refundable except as described in the following paragraph.

Unless you purchase a P-0 Franchise Package (in which event no refund is available), 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 contractual time period, or (ii) offer you within a reasonable time after the expiration of the Initial Offering Period the amount of Initial Business equal to that which was rejected by you upon timely offer and was not unreasonably rejected by you after the Initial Business Offering Period, or (iii) offer to replace within a reasonable time the guaranteed monthly dollar volume which was provided as part of the Initial Business. The refund is equal to 3.3 times the amount of Initial Business not offered to you less the $5,000 non-refundable license fee. If, at the time of the refund, you owe us money, then the amount 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 may be required to sign a general release in favor of Coverall; subject to state law. *The refund will be your sole remedy.*

There may be instances where a refund is not available. The $5,000 license fee is deducted from the initial franchise fee (the "Non-Refundable Fees"). After these Non-Refundable Fees have been deducted from the initial franchise fee, the remaining portion of the Initial Franchise Fee, if any, are the only funds from which a refund can be calculated.

If, as the result of an investigation that we conduct within 10 days of the execution of the Franchise Agreement, we determines that you were arrested or convicted of a crime, we may terminate or rescind the Agreement. If we terminate or rescind the Agreement, we will return the initial franchise fee, less $1,000, without interest to you.

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

INITIAL PURCHASES

You must purchase an initial supply of equipment, chemicals and supplies before you open your business. These are available from us for purchase or you can purchase them from other suppliers if they meet standards and specifications. If you purchase from us the initial supply of equipment and supplies, the estimated costs range from $1,135 to $2,610, plus applicable state sales tax.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty[1,2,3]	5% of Gross Monthly Billings[1]	Deducted monthly on the 27th day of the next month	"Gross Monthly Billings" means the total monthly amount billed to your customers for cleaning services.
Administrative Fee[1,3]	10% of Gross Monthly Billings[1]	Deducted monthly on the 27th day of the next month	Coverall provides business and administrative services, including the provision of additional training, promotional and sales assistance; billing, collection and record keeping; cash flow protection services[2]; and assistance with customer relations.
Initial Equipment and Supply Package[15]	$1,135 - $2,610 (plus sales tax)	As incurred	Payable only if you obtain your initial equipment and supplies from us. Although you are required to purchase your initial equipment and supplies, the purchase from us is optional.
Sales and Marketing Fee for Additional Business[3,4.5]	One-time fee as established from time to time by Coverall and charged to all franchisees. Fee is currently 3.3 times one month's billing of the additional volume.[5]	½ due on 27th day of first month of service to customer; balance may be financed.	Participation is optional. You are not required to obtain Additional Business. See Item 10 for financing options
Operating Advance Fee[3, 13]	Up to 10% of the amount advanced	Deducted on the 27th day of the month following the advance	Charged on Operating Advances approved by Coverall
Premium Account Fee[3,12]	Monthly fee of up to 10% of Gross Monthly Billings[12]	Deducted monthly on the 27th day of the next month	Participation is optional. You are not required to accept Premium Accounts.
Special Services Finder's Fee[3,6]	A one-time fee per service of 15% of total special services contract price[6]	Deducted monthly on the 27th day of the next month	No charge if you sell the service to the customer yourself and furnish all equipment, supplies and labor
Bid and Negotiation Fee[3,7]	First full month's revenue from contract	½ due on 27th day of first month of service to customer; balance may be financed.	At your request and if you have a bona fide lead. See Item 10 for financing options.
Transfer Fee[3]	$1,500	Before or at time of transfer	A Transfer fee may be charged only if franchise or all customers are sold, assigned, transferred, or conveyed
Fee for Keys Not Returned[1]	$500 per day	Daily	Only imposed if you fail to return keys or security items
General Liability Insurance and Bonding[1,3,8]	$52 - $292 monthly[9]	Deducted monthly on the 27th day of the next month	The amount depends on your business volume. Although you are required to maintain this insurance, the purchase of insurance from us is optional.
Workers' Compensation Insurance and	3.0% to 4.0% of Gross Monthly Billings, depending	Deducted monthly on the 27th day of the next	The amount depends on your business volume and your state of residence. This

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Type of Fee	Amount	Due Date	Remarks
Employer's Liability Insurance[1,3,10]	upon your state of residence[11]	month	insurance is not available from us in the State of New York. Although you are required to maintain this insurance, the purchase of insurance from us is optional.
Attorneys' Fees and Costs[3]	Will vary	As incurred	Payable only if you fail to comply with the janitorial franchise agreement and we have to enforce it
Indemnification[3]	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 franchise.
Customer Account Transfer Fee[3]	10% of the regular monthly revenue under the transferred account, not to exceed $100 per transferred account	Before or at time of transfer	Fee may be assessed to cover administrative costs if customers are transferred.
Franchise Application Fee[3]	At least $150.00 per franchise applicant	Payable upon submission of application.	Coverall conducts background and financial investigations on all applicants. This is a one-time, non-refundable fee and includes administrative costs.
Credit Card Fee[3]	3% of amount paid by customers by credit card	Deducted on the 27th day of the month following such payment	Applies if you accept a customer account in which the customer requires that payment be permitted by credit card.
Audit Expense[3]	Will vary	As incurred	We have the right to charge you for the cost of an audit to verify that all fees you owe to us are fully accounted for, and you are not in default of your Franchise Agreement.
Electronic Fund Transfer Fee[3, 16]	$5.99 per transaction	Deducted on the 27th day of the following month	Monthly deposits of your monthly Franchise distributions are made by us via electronic fund transfer into your business bank account.

[1]Billing and Collection Services**.** We have the exclusive right to bill and collect from the customers that you service. This means that we invoice them 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 administrative fees, any note payments, the cost of supplies and/or equipment purchased by you from us (including sales tax), and any other authorized deductions (for example insurance premiums or credit card fees). 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 by Coverall. You are entitled to receive the total amount that we bill the customer (Gross Monthly Billings) less all authorized deductions. Royalty and administrative fees are based on Gross Monthly Billings for all services, including special services and any one-time building cleaning and maintenance services (for example, carpet cleaning and hard floor maintenance) which you perform for, and all supplies you furnish to, any customer account. Royalty and administrative fees may be discounted by Coverall in our sole discretion. In the event that you fail to service a customer on a scheduled date, the customer will not be charged, but royalties and administrative fees are payable by you to Coverall on the amount that

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

would have been payable by the customer had the scheduled services been performed.

[2]Cash 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 27th day of the first month following the month the services were provided (if the 27th 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 60 days and shall not remain outstanding for a period exceeding 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 90 days, you are required to repay Coverall the total amount of the advance.

[3]Fees. All fees are imposed by, payable to and collected by Coverall. All fees are nonrefundable. Except as otherwise indicated, all fees are uniformly imposed.

[4]Additional Business. We may occasionally offer you an increase in dollar volume ("Additional Business"). It may be offered in the form of new customers to service and/or an increase in the amount charged to a customer currently serviced by you. You may accept or refuse Additional Business. As a condition of your acceptance and purchase of Additional Business, you will be required to sign a Franchise Owner Customer Acceptance Form, which will include a general release in favor of Coverall. (See attached Exhibit H, Franchised Business Customer Acceptance Forms.)

[5]Sales and Marketing Fee for Additional Business. The sales and marketing fee is the amount established from time to time by Coverall, and charged to all Coverall franchisees, as published in Coverall's Franchised Business Policies and Procedures Manual or otherwise communicated to the franchisees. The sales and marketing fee is currently 3.3 times one Gross Monthly Billings for the Additional Business. For example, if we offer and you accept Additional Business in the amount of $1,000.00 in gross monthly volume, you will pay a sales and marketing fee of $3,300.00. We offer financing of the Sales and Marketing Fee. See Item 10 for financing terms. Sales and marketing fees do not apply to Premium Accounts (defined below). If we are unable to provide or replace the Additional Business within a reasonable time, your sole remedy will be a refund of the sales and marketing fee you paid for that Additional Business. If at the time of the refund you are indebted to Coverall, your refund will first be applied to that indebtedness before the balance, if any, is paid to you. If Coverall requires you to be retrained as described in Item 5, our time to provide any Additional Business will be suspended from the time we request that you be retrained until you complete retraining to our satisfaction. If you locate new business on your own, you will not be charged a sales and marketing fee. However, royalty and administrative fees will be charged. Coverall will not guarantee the new business that you obtain; and billing and collection of all new business obtained by you will be performed by Coverall, unless otherwise agreed by Coverall in writing. There may be situations where we will offer you additional customer accounts ("Promotional Business") without charging you a sales and marketing fee. The sales and marketing fee for Additional Business may be changed from time to time, by Coverall in our sole discretion, and may be reduced or abated from time to time by Coverall in our sole discretion.

[6]Special Services Finder's Fees. Special Services Finder's Fees are applied to one-time services contracts, for example, for window cleaning and strip and refinishing floors. If you sell the service to the customers yourself and furnish all equipment, supplies and labor, you will not pay a finder's fee. You must pay management and royalty fees on the one-time service contracts. Special Services Finder's Fees may be discounted by Coverall in our sole discretion.

[7]Bid and Negotiation Fee. You may request our help to bid and negotiate a contract for janitorial services. You must have had personal contact with a prospective customer and that prospect has asked you to bid for janitorial services. You pay us only if you secure the contract. We offer financing of the Bid and Negotiation Fee. See Item 10 for financing terms.

© 2024 Coverall Service Company

[8]Business Protection Plan. Under our Business Protection Plan, Coverall may make available to you and you may wish to participate in the Coverall general liability insurance and bonding program, which has been placed through a major insurance company. This program is subject to cancellation. Your background screening is used to determine your eligibility for the Janitorial Fidelity Bond portion of the Business Protection Plan. 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. Automobile insurance is not covered under the Program. See Item 7. The deductibles and plan limits for Coverall's Business Protection Plan are as follows:

Business Protection Plan Deductibles:

General Liability = $500 per property damage claim.

Non-Conviction Janitorial Fidelity Bond = $5,000 per occurrence. Dishonesty/theft claims of less than $5,000.00 are first submitted under the General Liability Policy, which has a $500.00 deductible. However, Coverall's annual aggregate for dishonesty/theft claims under the General Liability Policy is $15,000. Therefore, once Coverall's annual aggregate is reached in a policy year, Franchisee is then liable for either the $5,000 deductible, or the amount of the claim, whichever is less.

Business Protection Plan limits:

(Defense costs and other allocated loss adjustment expenses are in addition to stated limits.)

General Liability = $1,000,000 per occurrence, with $2,000,000 maximum per customer location.

Non-Conviction Janitorial Fidelity Bond = $100,000 maximum limit.

Umbrella = $10,000,000 per occurrence, with $10,000,000 total of claims covered during the policy period.

You are required to indemnify and hold harmless Coverall and CNA for certain claims and expenses related to the operation of your franchised business (see Paragraph 15 of the Janitorial Franchise Agreement attached as Exhibit A.1). If you enroll in Coverall's Business Protection Plan (the "Plan"), and the claim or expense for which you would otherwise be required to indemnify Coverall and CNA is covered by the Plan, you will be obligated to indemnify Coverall and CNA only for the amount of the applicable deductible under the Plan.

Coverall's Business Protection Plan ***does not provide*** coverage for the following: 1) Workers' Compensation 2) Automobile 3) Medical 4) Dental 5) Plan Deductibles, and 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 PREMIUMS PAID TO PARTICIPATE IN THE COVERALL BUSINESS PROTECTION PLAN MAY EXCEED THE COST TO COVERALL FOR THESE PROGRAMS. THESE EXCESS FUNDS ARE RETAINED BY COVERALL.

[9]General Liability Insurance and Bonding. The low amount applies until your Gross Monthly Billings meet $500 and the high amount applies to Gross Monthly Billings at $10,000. As your Gross Monthly Billings increase, there are graduated increases in the fee for this insurance. If Gross Monthly Billings exceed $10,000, the cost is $40 per month for each additional $2,000 increment in excess of $10,000. If Gross Monthly Billings exceed $70,000, the cost is $20 per month for each $2,000 increment in excess of $70,000. There is also a $500 deductible per incident. These are current rates and may change from time to time.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

[10]Workers' Compensation. You may want to participate in our Workers' Compensation Program (the "Coverall Workers' Compensation Program"). As described in Item 8, if you do not participate in the Coverall Workers' Compensation Program, you must obtain comparable insurance coverage according to our minimum specifications which may change from time to time. Any changes in the minimum specifications or rates will be stated in the Coverall Franchised Business Owner Policies and Procedures Manual and/or by a written notice from us advising you of the changes. The Coverall Workers' Compensation Program is subject to cancellation. This program is not available in the State of New York.

[11]Cost of Workers' Compensation. The current cost to participate in Coverall's Workers' Compensation Program for you and your employees is between 3.0% and 4.0% of your Gross Monthly Billings, depending upon your state of residence. These rates may change from time to time. Since the premium is a percentage of your Gross Monthly Billings, you may be able to procure this coverage elsewhere for less than the cost of participating in the Coverall Workers' Compensation Program. YOU ARE NOT REQUIRED TO PARTICIPATE IN THE COVERALL WORKERS' COMPENSATION PROGRAM. YOU MAY BE ABLE TO OBTAIN THIS COVERAGE ON YOUR OWN AT A LOWER COST. THE PREMIUMS PAID TO PARTICIPATE IN THE COVERALL WORKERS' COMPENSATION PROGRAM MAY EXCEED THE COST TO COVERALL FOR THESE PROGRAMS. THESE EXCESS FUNDS ARE RETAINED BY COVERALL. This program is not available in the State of New York.

[12]Premium Accounts. Customer accounts designated by us as "Premium Accounts" are typically large customer accounts with a contract value of $10,000 per month and above. Whether or not a customer account is designated a "Premium Account" is solely within our discretion, determined on a case-by-case basis, based generally on whether the Premium Account Fee, instead of the sales and marketing fee, causes the account to be economically feasible for us to offer and for a franchisee to accept. In making our determination, we take into account various factors including whether to extend the guarantee to the applicable account, and our judgment, in view of the size of the account, of whether it is more feasible for the franchisee to pay the application fee monthly, as is the case with the Premium Account Fee, or upfront, as is the case with the sales and marketing fee (to the extent not financed). If you accept a Premium Account as part of your Initial Business, the 6-month and 12-month guarantees will only apply to that portion of your Initial Business fulfilled by the Premium Account. If you accept a Premium Account as Additional Business, the 6-month guarantee will apply. If you accept a Premium Account in fulfillment of business owed to you because of a customer account you lost that was guaranteed, the guarantee will apply only to the amount of the guaranteed business owed fulfilled by the Premium Account. That portion of any Premium Account accepted but not purchased by you is subject to a charge of up to ten percent (10%) per month for so long as you service the Premium Account. This charge is in addition to your royalty and administrative fees. If an account for Additional Business is not designated by us as a Premium Account, then the usual sales and marketing fee will apply (unless waived by us, such as with Promotional Business).

[13]Operating Advance. Coverall may in its sole discretion, advance funds to you ("Operating Advance") (in addition to our Cash Flow Protection Plan) against your customer receivables. You are required to repay such advances on the 27th day of the month immediately following the month in which the advance is made, along with the fee.

[14]Training. The Initial Training Program is included in the initial franchise fee.

[15]Initial Equipment and Supply Package. The equipment, chemicals and supplies that you purchase for your franchised business must satisfy Coverall's specifications. You will receive the specifications at Initial Training. If you choose, you may purchase your equipment, chemicals and supplies from Coverall, and Coverall may agree to finance such purchases. As of the date of this Disclosure Document, Coverall's pricing of the Initial Equipment and Supply Package is $1,135 for "Package 1", and $2,610 for "Package 2" (plus sales tax). You may choose to purchase either package (or neither). The items included in Coverall's Initial Equipment and Supply Package and pricing of each package are subject to change, and

© 2024 Coverall Service Company

any changes will be stated in the Coverall Franchised Business Owner Policies and Procedures Manual or written notice from us advising you of the changes. During the term of the franchise, you may purchase additional equipment and supplies from us.

[16]Electronic Fund Transfer Fee. We will deposit your monthly franchise distribution via electronic fund transfer ("EFT") into your business bank account. The EFT fee is currently $5.99 per transaction. Any change in this fee will be stated in the Coverall Franchised Business Policies and Procedures Manual.

All fees are uniformly imposed except in those instances where Coverall reserves discretion with regard 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. Coverall has policies established in the past regarding rebates or discounts to franchisees in certain circumstances that will not apply to new franchisees.

The remainder of this page has been intentionally left blank.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
Column 1 Type of Expenditure	**Column 2 Amount**	**Column 3 Method of Payment**	**Column 4 When Due**	**Column 5 To Whom Payment is to be Made**
Initial Franchise Fee[1,3]	$5,000 - $40,320[1,2,3]	As Arranged[1]	At signing of Franchise Agreement[1]	Coverall
Initial Equipment and Supply Package [4, 5]	$1,135 - $2,610 (plus sales tax)	As Arranged	As Incurred	Coverall or Supplier
Franchise Application Fee[4,6]	$150	Lump sum	When submitting your application to purchase a franchise	Coverall
Corporate Filings, Banking, Business License, Assumed Name Filings, and Permits[4,7]	$175 - $475	As Arranged	As Incurred	Financial institution, local or state government, as applicable
Office Supplies and Equipment[4,8]	$100 - $1000[2]	As Arranged	As Incurred	Supplier
Apparel[4,9]	$0 - $100[2]	Lump Sum	As Incurred	Supplier
Vehicle[10]	$225 - $900	As Arranged	As Incurred	Supplier
Insurance[11]	$217 - $692	Monthly	As Incurred	Coverall or Supplier
Automobile Insurance	$1,000 - $3,000	As Arranged	As Incurred	Supplier
Misc. Pre-Opening Costs	$0 - $200	As Arranged	As Incurred	Supplier
Additional Funds (4 months)[,12,13, 14]	$314 - $3,400[2]	As Arranged	As Incurred	Suppliers
Total[2,13,14,15]	$8,316 - $52,847			

[1]You may choose to finance a portion of the initial franchise fee as described in Items 5 and 10.

[2]The size of the Franchise Package you purchase affects most amounts. Generally, the greater the Initial Business you purchase, the greater the amount of the initial investment. See Item 5.

[3]The initial franchise fee is discussed in detail in Item 5. Coverall offers financing for the initial fee at 12% interest. The term of the loan is either 2, 3 or 4 years. See Item 10 for information regarding the required down payment and the estimated monthly payments. Coverall will provide you with initial training, special training, and start-up cleaning customers, all of which is included in the initial franchise fee.

[4]These fees are nonrefundable.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

[5]We will provide you with a detailed list of all of initial equipment and supplies you will be required to purchase. You may purchase your initial equipment and supplies from us or another supplier. See Exhibit A to the Janitorial Franchise Agreement for a list of equipment and supplies. You may, but most franchisees do not, purchase additional equipment during the initial 3 months of operation. If you were to purchase, for example, an electrostatic sprayer from us, currently you would pay between $905 to $2,355, plus tax, in addition to the amounts shown in the table for initial equipment and supplies.

[6]This is a one-time, non-refundable fee and includes Coverall's administrative costs. The application fee is charged for each applicant and for any alias used by each applicant.

[7]A 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.

[8]Includes office supplies, business cards, and identification badges. You are required to have access to a personal computer or hand-held device, such as a cell phone, with Internet access, full browser capabilities, the ability to send and receive electronic mail, and text messages. However, we are not specifying what type of device you must use to access the Internet, electronic mail and text messages.

[9]You are required to purchase approved apparel at a cost of about $50 per person for all persons performing services on a customer's premises. Coverall provides a limited amount of apparel as part of the initial equipment and supply package. (See Exhibit A to the franchise agreement.) 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.

[10]You 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.

[11]The cost of insurance coverage varies depending on your prior history, terms of payment, and other factors. The amount shown is an estimate of the initial deposit you will be required to pay for insurance, if you elect to not purchase insurance from us, although you may be able to purchase insurance for less than the amount shown. If you purchase certain insurance from us (liability and workers' compensation), the cost of that insurance will be billed monthly, and deducted from amounts received from the customers you service. See Item 6 for further information. The range of prices for comprehensive liability insurance you purchase through our Business Protection Plan depends on your Gross Monthly Billings, and currently ranges between $52 to $292 per month for up to $10,000 in Gross Monthly Billings. The lower estimate is based on fees for Gross Billings of $500 ($52 per month) and the high estimate is based on fees for $10,000 in Gross Billings ($292 per month). The range of prices for workers' compensation insurance and employer's liability insurance purchased through Coverall is ordinarily 3.0%-4.0% of Gross Monthly Billings, depending on your state of residence. The cost for additional auto insurance coverage if not already covered under your current auto policy is $300 to $500 per year. Coverall's rates for insurance coverages are subject to change per footnotes 9 and 11 in Item 6. If such changes are made, the premium may differ by state. See Item 8 for insurance requirements. Some insurance companies require an up-front deposit to purchase worker's compensation insurance. The fees collected by Coverall from its franchisees for participation in the Business Protection Plan or to purchase worker's compensation or employer's liability insurance through us may exceed the cost to Coverall for these programs. Fees in excess of cost are retained by Coverall.

[12]You will need additional funds for expenditures during the start-up phase if these costs are not covered by your initial revenues. We define the start-up phase to be three months after you begin servicing

© 2024 Coverall Service Company

your first customer. You will probably need to purchase a floor polisher, the purchase cost of which has been included in the maximum amount. Coverall offers financing of equipment 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 Coverall's control may result in additional start-up expenditures or time.

[13]Coverall does not require you to purchase or lease any real estate. Most franchisees operate their franchise from home. In addition, since most franchisees do not have employees during the start-up phase, payroll costs are not included here. You need an automobile for traveling to and from service locations and transporting supplies and equipment. We do not require the purchase or lease of any specific type or style of automobile. Most franchisees use their existing automobile.

[14]These figures are estimates and Coverall 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; management skill, experience, and business acumen of owners and employees; 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 1989 to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

[15]This amount includes the initial franchise fee, a portion of which may be financed.

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 such as the Coverall system depends on high standards of workmanship. To achieve these high standards, proper cleaning agents, supplies, and equipment must be used.

SUPPLIES AND EQUIPMENT

Coverall uses its purchasing power to negotiate arrangements with some suppliers for your benefit, which typically represent a savings to you of 10-30% off the manufacturer's retail list price. We may charge a mark-up on these sales. You are not required to purchase or lease from us or any designated supplier any goods, services, supplies, fixtures, equipment, inventory, insurance coverage, real estate or comparable items for your business. You are, however, required to purchase equipment, chemicals, supplies, and apparel in accordance with our specifications, through Coverall or another approved supplier. The amount of these expenditures represents (along with the purchase of required insurance) approximately 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. Coverall is an approved supplier of certain services, equipment and supplies and Coverall may charge a mark-up on these sales. You are not required to purchase computer hardware or software for this business.

Due to quality control and branding considerations, you must purchase or lease and use in your franchised business your supplies and equipment according to our specifications as set forth in the directives issued from time to time and/or as published and revised from time to time in the Franchised Business Owner Policies and Procedures Manual. Coverall identifies approved suppliers and approved equipment, chemicals, and supplies. A current list of approved supplier qualifications is provided at training. Coverall is 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

© 2024 Coverall Service Company

specifications. Upon receipt, Coverall 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. Coverall 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 must purchase and use the specified products or equipment.

Prior to the start 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.

Coverall may revoke its approval of a supplier, product or equipment if it no longer meets Coverall's quality standards. Upon written notification of revocation, you must cease using the disapproved supplier or product.

There are no approved suppliers in which any of our officers own an interest. We do not provide material benefits to franchisees based on the franchisee's purchase of particular products or services or use of particular suppliers; however, because of the arrangements we have negotiated with certain suppliers, our franchisees are sometimes able to purchase higher quality products at a better price than would be the case if not using our designated or approved suppliers.

In the 2023 fiscal year, Coverall's revenues from the lease and sale of all equipment, chemicals, supplies, insurance, and apparel to janitorial franchisees was $3,091,077 or 17.15% of Coverall's total revenue of $18,026,789. We currently receive rebates from vendors which is based on a percentage of purchases made from such vendors for resale to Coverall franchised businesses. Coverall received discounts from vendors of 10% to 50% on our purchases of equipment, chemicals and miscellaneous supplies which we resell to Coverall franchised businesses. You may or may not receive the full benefit of these discounts.

Neither CNA nor any of its affiliates receive any rebates on any service franchisees' sale of equipment, chemicals, supplies, insurance, and uniforms to its franchisees.

Financing is available for equipment purchases as described in Item 10.

COMPUTER EQUIPMENT

Your owners required to have access to 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 full-web browsing capabilities. You must provide Coverall with a cell phone number and an electronic mail address. We are not specifying what type of device you must 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 an insurance policy or policies naming us as an additional insured on the face of each policy, as follows: commercial general 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 commercial general liability insurance: i) shall identify the Franchisee's business name as the named insured on the policy; ii) shall name Coverall as an additional insured on a primary and non-contributory basis and include a waiver of subrogation; iii) may not contain an exclusion for property in your care, custody, and control; iv) we strongly recommend that you obtain an endorsement that provides coverage for bodily injury, property damage, loss and personal injury resulting from building, cleaning and maintenance operation in a limit no less than the CGL required

© 2024 Coverall Service Company

policy limits written on an occurrence basis; and v) umbrella shall follow form. Participation in Coverall's Business Protection Program provides Franchisee with: i) the $1,000,000 per occurrence, $2,000,000 in the aggregate commercial general liability coverage; ii) an $10,000,000 umbrella, iii) Franchisee is named as an additional insured on Coverall's policy; and iv) includes an endorsement that provides coverage for bodily injury, property damage, loss and personal injury resulting from building, cleaning and maintenance operations at a limit no less than the CGL policy limits, written on an occurrence basis. (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, or 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 automobile liability coverage.

You must obtain workers' compensation insurance which you may, but are not required to obtain, through us. The workers' compensation insurance must cover you and your employees, and comply with the limits of coverage required by state law or the limits required by the Coverall Franchised Business Owner Policies and Procedures Manual, as amended from time to time, whichever limits are greater.

You must obtain janitorial bonding in a minimum amount of $100,000. Participation in Coverall's Business Protection Plan provides you with this coverage.

You must provide full copies of all required insurance policies (not binder coverage sheets) to Coverall. 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 Owner Policies and Procedures Manual and/or by Coverall providing you with a written directive advising you of such 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 franchise business with all billing and collection done by Coverall. If you obtain a customer on your own, unless otherwise agreed by Coverall in writing, billing and collection services for that customer will 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

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
b. Pre-opening purchases/leases	Not Applicable	7, 8
c. Site development and other pre-opening requirements	Not Applicable	7, 11
d. Initial and Ongoing Training	Sections 6A and 9A of Franchise Agreement	11
e. Opening	Not Applicable	11
f. Fees	Sections 5, 6, 7 of Franchise Agreement; Promissory Note; Sections 2 and 5 of Equipment Purchase Agreement	5, 6, 7, 17
g. Compliance with standards and policies/Operating Manual	Sections 9, 10 of Franchise Agreement	5, 8, 11
h. Trademarks and proprietary information	Sections 1, 10, 12, 19 of Franchise Agreement	13, 14
i. Restrictions on products/services offered	Section 9E of Franchise Agreement	8, 16
j. Warranty and customer service requirements	Sections 9, 10 of Franchise Agreement	5, 6, 8, 11
k. Territorial development and sales quotas	Section 3 of Franchise Agreement	1, 12
l. Ongoing product/service purchases	Sections 9, 10 of Franchise Agreement; Equipment Purchase Agreement	8
m. Maintenance, appearance and remodeling requirements	Not Applicable	Not Applicable
n. Insurance	Section 14 of Franchise Agreement; Section 8 of Equipment Purchase Agreement	6, 7, 8, 11
o. Advertising	Section 6B of Franchise Agreement	6, 11
p. Indemnification	Section 15 of Franchise Agreement	Not Applicable
q. Owner's participation/ management/staffing	Sections 9, 10 of Franchise Agreement	15
r. Records and reports	Sections 4B, 6C, 10A of Franchise Agreement	6
s. Inspections and audits	Sections 4, 5, 9H, 10A of Franchise Agreement	11
t. Transfer	Sections 16, 17D, 19B, 30 of Franchise Agreement; Section 18 of Equipment Purchase Agreement	6, 17
u. Renewal	Section 2 of Franchise Agreement	17

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
v. Post-termination obligations	Sections 1B, 12, 16, 17, 18, 19, 31 of Franchise Agreement	17
w. Noncompetition covenants	Sections 1, 12, 16B, 19, 31, 33 of Franchise Agreement; Confidentiality/ Non-Solicitation Agreement	17
x. Dispute resolution	Sections 20, 21 of Franchise Agreement	17
y. Keys and Security	Section 11 of Franchise Agreement	6
z. Monthly inspections to maintain guarantee	Sections 4, 5 of Franchise Agreement	11
aa. Equipment maintenance and repairs	Section 10B of Franchise Agreement	Not Applicable
bb. Certification	Section 34 of Franchise Agreement	Not Applicable
cc. Guaranty of franchisee obligations	Section 33 of Franchise Agreement and Guaranty Agreement	15

ITEM 10
FINANCING

Coverall offers financing for the following expenses: initial franchise fee, equipment purchase and the cost of purchasing additional business, as summarized below.

SUMMARY OF FINANCING OFFERED									
Item Financed	**Amount Financed**	**Down Payment**	**Term**	**Interest Rate**	**Monthly Payment**	**Prepay Penalty**	**Security Required**	**Liability on Default**	**Loss of Legal Right on Default**
Initial Fee[1,2,3, 8] (Coverall)	$ 5,000-$18,063.36	$0-$22,256.64	24-36 mos.	12%	$384.29 - $850.30	None	Guarantee[3]	Late penalty; acceleration of amounts due; attorneys' fees and court costs[4]	You will be in default of the Franchise Agreement if you fail on two or more occasions to comply with the terms of your financing agreement. [5]

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

SUMMARY OF FINANCING OFFERED									
Equipment Purchase [4,6,8] (Coverall)	Up to 100%	0 - up to 100%	Up to 12 mos.	18%[6]	Varies	None	Guarantee and pledge of equipment[3]	Acceleration of amounts due; default rate of interest; remove equipment; attorneys' fees and court costs[4]	You will be in default of the Franchise Agreement if you fail on two or more occasions to comply with the terms of your financing agreement. [5]
Additional Business[3,7,8] (includes Sales and Marketing, and Bid and Negotiation Fees) (Coverall)	Up to 50%	Minimum 50%	Up to 9 months	12%	Equal monthly installments	None	Guarantee[3]	Late penalty; acceleration of amounts due; attorneys' fees and court costs[4]	You will be in default of the Franchise Agreement if you fail on two or more occasions to comply with the terms of your financing agreement. [5]

[1]Depending on the Franchise Package size you choose, the initial franchise fee ranges from $5,000.00 to $40,320.00. Except for the P-0 Franchise Package, if you pay this initial fee in cash, you will receive a 5% discount as described in Item 5 of this Disclosure Document. To assist creditworthy franchisees in the purchase of the business, Coverall typically finances, depending on the size of the package, between $5,000 and $18,063.36. A creditworthy franchisee has the available liquid assets to cover the necessary down payment, passes a background check, and is able to be bonded. To date, we have provided financing without exception; however, we may deny financing based on these or other criteria. However, we will finance the P-0 Franchise Package initial franchise fee only if we determine that you have sufficient customer billings to cover the cost of the monthly payment. If we determine that you do not have sufficient customer billings when the Franchise Agreement is executed, the entire $5,000 initial franchise fee is payable when the Franchise Agreement is signed, and there will be no cash discount. The financed amount is currently evidenced by a Promissory Note and is payable over a 2, 3 or 4 year period in equal monthly installments at 12% interest per year on the unpaid principal as described in Item 5. If Coverall agrees to temporarily suspend payment on any financed obligation, interest will continue to accrue on the outstanding balance. Coverall reserves the right to sell, assign, or discount promissory notes to a third party. Coverall may at any time change the terms, interest rate, and amounts financed to terms which are more or less favorable to the franchisee than those described above. Additionally, on occasion, Coverall may offer special promotions or negotiate financing terms for a specific franchisee's benefit. (A copy of Coverall's Promissory Note appears in this Disclosure Document in Exhibit A.1.) Coverall reserves the right to change the method by which it offers financing to franchisees. We reserve the right to sell, assign or discount promissory notes to a third party.

[2]The initial franchise fee is uniform but may vary as described in Item 5. On occasion, Coverall offers special promotions that may reduce, or eliminate altogether, the amount of down payment required. Also, veterans are eligible for the VetFran program described in Item 5.

[3]The amount of the financed franchisee fee is evidenced by a Promissory Note. (See Promissory Note.) The Promissory Note must be secured by all your business assets. The Promissory Note as well as

© 2024 Coverall Service Company

all sums due under the Franchise Agreement must be guaranteed individually by you and all of your partners, members, and/or shareholders. (See Guaranty form.)

[4]If you do not pay on time, we can charge a late penalty. For nonpayment or other default under the Promissory Note or any financing provided by Coverall, or breach of the franchise or other agreement with Coverall, we can require immediate payment of all amounts due Coverall, and/or terminate your franchise, and we can also collect our attorney's 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 franchise 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. If the services to be performed by the franchisee on any Coverall customer account(s) are discontinued for any reason, Coverall may have the right to apply the entire amount of any payment subsequently received by Coverall from such customer account to the balance (principal and/or interest) of any amount owed by the franchisee to Coverall, including but not limited to, promissory note(s), line of credit or any financing of any type provided to the franchisee by Coverall.

[5]All of your obligations are due without demand or notice if certain events occur (Promissory Note).

[6]Equipment purchases are evidenced by a separate promissory note which is part of the Equipment Purchase Agreement (the "Equipment Promissory Note"). The interest rate on financed equipment purchases is 18% or the highest rate permitted by your state, whichever is less, on the unpaid balance. The Equipment Promissory Note must be guaranteed individually by you and all of your partners, members and/or shareholders. (See Guaranty form.) The Equipment Promissory Note must be secured by all of your equipment.

[7]This includes financing for the sales and marketing fee and the bid and negotiation fee for up to 9 months. In our discretion, we may on occasion finance more than 50% of the fee.

[8]Monthly payments are due on the 27th day of each month, beginning in the first month following the month in which service of the financed account begins. You may prepay the note. Under the franchise agreement, we deduct payments due us from funds which janitorial customer accounts pay 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 revenues are 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 Coverall's billing and collecting services. With the exception of equipment purchases, Coverall does not presently make available financing for franchisees with other sources.

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 OBLIGATIONS

Before you open your business:

(1) Coverall will sublicense you to use the names and service marks "Coverall Health-Based Cleaning System®", "Coverall®," or other names, marks, or logos as we may direct (Franchise Agreement, paragraph 1).

© 2024 Coverall Service Company

(2) We offer a starter kit of equipment and supplies for purchase (Franchise Agreement, paragraph 10B), as well as additional equipment and supplies, if needed (Equipment Purchase Agreement). The initial and additional equipment are available from Coverall and other approved suppliers whose names we will provide, and must comply with our written specifications. Coverall does not deliver these items, although certain vendors may occasionally provide delivery service.

(3) Coverall will provide you with a training program as set forth below (Franchise Agreement, paragraphs 6A and 9A).

(4) Coverall will provide you with the Franchise Business Training Workbook, Coverall Core Process Workbook and Coverall Franchised Business Owner Policies and Procedure Manual as more fully described below (Franchise Agreement, paragraph 6A).

(5) Coverall will offer you Initial Business as set forth below (Franchise Agreement, paragraph 4A).

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.

OUR OBLIGATIONS REGARDING INITIAL BUSINESS AND OTHER CUSTOMER ACCOUNTS

Time for Offering You Initial Business

For those Franchise Packages which include Initial Business, Coverall will offer you Initial Business located in the areas in which we do business. See Item 12. It is in our discretion as to how many customers we provide to fulfill the Initial Business and the exact location of those customers in the Area. 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 Coverall Franchise Agreement, or on the date that you successfully complete training. Therefore, we have between 120 and 330 business days from the date you complete your initial obligations to offer your Initial Business, depending on the particular Franchise Package you purchase. Coverall's obligation to offer you sufficient customers to fill your Franchise Package does not begin until: i) your owner(s) or designated employee(s), 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 Coverall Franchise Agreement or any other agreement with Coverall. The Franchised Business must be a corporation or limited liability company, and you must keep separate accounting, banking, and financial records. You must 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. All Service Agreement assignments are conditional and will be effective only upon payment in full of your Franchise Fee and sales and marketing fees financed by you. All such assignments 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 H, Franchise Owner Customer Acceptance Forms.)

© 2024 Coverall Service Company

Franchisees typically open for business by beginning to service the first customer approximately 2 months after signing the franchise agreement. However, this length of time varies according to conditions such as when we provide you with the first customer and your personal readiness to begin based on training and preference.

Customer Guarantees

1. The Initial Business Guarantee

We provided a limited guarantee of your Initial Business to help you establish your new franchised business. Initial Business is guaranteed 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, as determined by us in our sole discretion. If you qualify for the guarantee for Initial Business, then we will offer you customer(s) to replace the monthly dollar volume of the lost customer, with one or more customers of equal monthly dollar volume. If the replacement customer has a monthly gross dollar volume in excess of that lost by you, you may have to pay us for the excess monthly dollar volume. The Initial Business Guarantee does not apply to any customer who: (a) you voluntarily abandoned, or (b) terminated your services for cause.

2. Additional Business Guarantee

We further support you by providing an Additional Business Guarantee. If you purchase Additional Dollar Volume ("Additional Business") from us, this volume will be provided within a reasonable amount of time. If we require that you be retrained, our time to provide Additional Business will be suspended from the time we require retraining until you complete that training to our satisfaction. Additional Business purchased from us is guaranteed for 6 months, which begins on the date that you begin servicing the customer, but only for customers lost through no fault of your own, as determined by us in our sole discretion. This is your only remedy for lost Additional Business. The amount that you pay for Additional Business is non-refundable, and if you financed your 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 your debt to Coverall attributable to the purchase of that account. The Additional Business guarantee does not apply to the total dollar volume of a Premium Account accepted by you. The Additional Business guarantee will only apply to that portion of the Premium Account purchased by you up to $10,000.

3. Replacement Business Guarantee

All replacement business provided to you under the guarantee is guaranteed only for the remainder of the initial guarantee period. If any replacement business has a monthly billing in excess of the original customer, Coverall will apply the excess first to satisfy any other Initial Business owed or replacement volume owed and then will be considered Additional Business for which Coverall will assess a sales and marketing fee (Franchise Agreement, paragraph 4). Because of the nature of our business, a replacement customer is often not the exact dollar amount due. If you reject a replacement customer because it is in excess or under the amount of the original customer, we will continue to offer you replacement customers until our obligation is met. You are not required to accept a replacement account at a higher additional dollar volume.

Promotional Business

There may be situations where we will offer you additional customer accounts without charging you the current sales and marketing fee (“Promotional Business”). Promotional Business will not be guaranteed or replaced regardless of whether the customers are lost through no fault of your own.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Fulfillment of Our Obligation to Offer Initial Business

If you refuse to accept any customer offered by us to fulfill your Initial Business, the time frame for offering the Initial Business will be extended, and we will continue to offer you business within a reasonable time after the expiration of the Initial Business Offering Period the amount of Initial Business you refused. We will be deemed to have fulfilled our obligation to provide your Initial Business based on our reasonable efforts. In addition, if you unilaterally discontinue servicing a customer account, we will be deemed to have fulfilled our obligation to provide Initial Business for the gross monthly dollar volume of the account(s) which you choose to stop servicing. (Franchise Agreement, Paragraphs 4 and 5). Examples of rejections which are unreasonable are: (a) refusing to accept customers that include weekend cleaning or certain work such as floor care; (b) refusing customers which are located less than 25 miles from your residence or office, because they are too far away; or (c) requiring only one or two very large cleaning customers. 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.

OUR OBLIGATIONS DURING THE OPERATION OF YOUR BUSINESS

After you open your business:

(1) We will be available to answer routine questions regarding your business (Franchise Agreement, paragraph 6A).

(2) We will offer additional training and introduction of new methods and materials through updating manuals, personal consultation and/or group seminars. (Franchise Agreement, paragraph 6A).

(3) If you have a bona fide emergency, and are unable to provide services to the customers and are unable to make arrangements for the customers to be serviced, we will use our best efforts to find someone to provide those services on your behalf, but for no more than 2 consecutive services. A bona fide emergency is an unexpected event that we consider to be beyond your control which, due to its nature or timing, prevents you from making arrangements to perform services. Examples of bona fide emergencies are your sudden illness, involvement in an accident, or the death of a close family member. If Coverall or any of its other franchisees or a subcontractor performs emergency services, you will not receive any portion of the payment rendered for the emergency services (Franchise Agreement, paragraph 6E). It is vitally important that your services to customers be consistent and adhere to Coverall's standards to further enhance the reputation and goodwill associated with the Coverall name. Therefore, except in a bona fide emergency as described above, if you cease or refuse to service your customer, or there is a deficiency in your service to a customer which you have not corrected, we may ask another Coverall franchisee, a subcontractor, or a Coverall employee to correct the deficiency or complaint. (Franchise Agreement, Paragraph 6E(2)).

(4) We will make available to you, at your expense, promotional or sales materials to develop your business (Franchise Agreement, paragraph 6B).

(5) Under the Business Protection Plan, Coverall makes available to you general liability insurance and fidelity bonding through a major insurance company. If you participate, you and Coverall will be named as insureds (Franchise Agreement, paragraph 14). In addition to the premium, the cost includes an administrative fee, service charges, and/or profit for Coverall. 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 of your franchise agreement. (Franchise Agreement, paragraph 14).

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

(6) Under the Workers' Compensation Program, Coverall makes available to you workers' compensation insurance for yourself and your employees. This program has been placed through a major insurance company. This program is subject to modification and/or cancellation and premium rate modification. (Franchise Agreement, Paragraph 14).

(7) We will assist you in developing a customer relations program at your request (Franchise Agreement, paragraph 6E(1)).

(8) Coverall will 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 9E).

(9) At your expense and request, we will help you bid and negotiate a contract for janitorial services with a prospective customer (Franchise Agreement, paragraph 7H). There will be a one-time "Bid and Negotiation Fee" equal to the first full month's revenue from the contract, payable only if you secure the contract.

Billing and Collection Services

We will invoice Coverall customers each month for the cost of services and supplies which you provide (Franchise Agreement, paragraph 6C). 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 Franchise Business is servicing a National Account customer, Coverall may unilaterally determine that services to that National Account customer must cease.

We will collect the monies due for your services from the customers and distribute it to you on a monthly basis, after deducting the 5% royalty fee, the 10% administrative fee, the bid and negotiation fee, any premium account fee, any note payments for the 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 Coverall makes to you, any operating advance fees, any authorized insurance charges, and any out-of-pocket costs (including attorney's fees and court costs) which Coverall incurs in enforcing payment by customers. Coverall is 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 6C). If applicable, Coverall will pay any state sales tax collected from your customers to the appropriate state taxing authority. We may assign to you the right to enforce payment on any delinquent customer account you are servicing. This includes your right to file a lawsuit for payment against a delinquent customer. If we make an assignment of the right to collect and enforce payment, you will pay all attorneys' fees, court costs, and expenses involved. If you collect monies due on a delinquent customer account, you will be responsible to us for any unpaid royalties, administrative 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 6C). 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 administrative fees and the costs of collection, including attorneys' fees, costs and expenses. Once we initiate a collection action against a delinquent customer, we also have the right to 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 administrative fees and the costs of recovery, including attorneys' fees, costs and expenses. These fees may exceed the amount collected, in which event you will not receive any payment. We will have the right to have you grant us a security interest in the receivable due from the customer accounts.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

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 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 (2 months). Coverall will not make Cash Flow Advances earlier than the 27th day of the month following the month the services were rendered (if the 27th 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 us, Coverall will not make any further advances for that customer and you must repay us the amounts billed and advanced. Repayment will ordinarily be over a period of 2 months through deductions from amounts otherwise payable to you. 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 your April Franchisee Statement (identified as a Chargeback). (Franchise Agreement, Paragraph 6D) If you are not generating sufficient revenue to repay the advance through statement deductions (i.e., to cover the Chargeback), you must personally repay Coverall.

Neither Coverall nor CNA has an advertising fund, council, or cooperative and does not require you to advertise, nor do we charge you an advertising fee. At our discretion, Coverall or CNA may advertise in print, radio, television, or other local, national, and international media, but we have no obligation to do so. 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 Coverall's approval before distribution.

Coverall does not require you to purchase or use electronic cash registers or computer systems (except to the extent required for internet access as described above).

TRAINING

Coverall's Franchised Business Initial Training Program based on our proprietary Coverall Core 4 Process ("Initial Training Program") 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 customer facilities, usually within commuting distance of your residence. Any travel or living expenses you may have will be minimal.

The Initial Training Program consists of between approximately 33 to 46 combined hours of classroom and hands-on instruction on, among other things, cleaning tools and techniques, customer service, and business management basics. It typically takes up to eight (8) weeks to complete the Initial Training Program.

The Initial 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 online 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.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

As part of the Initial Training Program, we distribute the manuals listed below and other instructional materials. At Coverall's sole discretion, all Coverall manuals and instructional material may be provided to you in electronic format or printed copy. The tables of contents for the manuals are attached to this disclosure document as Exhibit G. 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.

Manual Name	**# of Pages**
Franchised Business Training Workbook	108
Coverall Core 4 Process Training Workbook	310
Coverall Franchised Business Owner Policies and Procedures Manual	88

As of the date of this Disclosure Document, the subjects covered in the Initial Training Program are described below:

TRAINING PROGRAM				
	SUBJECT	**HOURS OF CLASSROOM TRAINING[1]**	**HOURS OF ON-THE-JOB TRAINING**	**LOCATION[2,3]**
Class 1	Orientation and More	2-3	N/A	Regional Support Center
Class 2	Running Your Business	2-3	N/A	Regional Support Center
Class 3	Core 4 and Starter Kit	3-4	N/A	Regional Support Center
Class 4	General Office and Restroom Cleaning	2-3	N/A	Regional Support Center
Class 5	Hands-On Cleaning: Office & Restroom Cleaning	1	3-4	Regional Support Center
Class 6	On Demand & Preventative Maintenance Services	2-3	3-4	Regional Support Center
Class 7	Vertical Markets	3-4	2	Customer Facility
Class 8	Bloodborne and Airborne Pathogens	2-3	N/A	Regional Support Center
Class 9	Safety and Security	2-3	N/A	Customer Facility
Class 10	Customer Service and Communication	2-3	N/A	Regional Support Center
Class 11	Core Selling and Bidding	2-3	N/A	Regional Support Center
Class 12	Franchise Support and Documents Review	2-3	N/A	Regional Support Center
	Total	**25-36**	**8-10**	Regional Support Center

[1] The classroom hours are approximate. The actual classroom time is customized to meet the individual needs of the Franchised Business personnel in attendance at any given time.

[2]Initial Training Program classes are held at one of our support centers or other designated facilities and/or in customer facilities, usually within 35 miles of your residence. Our support centers are located in Pensacola, Florida; Louisville, Kentucky; Lexington, Kentucky; Mobile, Alabama; Columbia, Maryland;

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Camp Hill, Pennsylvania; Williamsville, New York; and Pittsford, New York. Your initial training will be held in the support center which services the territory in which you will operate your franchised business. For example, initial training for Maryland franchisees will be held in the Columbia, Maryland support center. Any travel or living expenses you may have in connection with attending training will be minimal.

[3]We may determine from time to time, in our sole discretion, to suspend in-person training and instead conduct the Initial Training Program, or any portion thereof, virtually. The classes listed in the Initial Training Program, or any portion thereof, virtually. The classes listed in the Initial Training Program in the table above will be made available to Franchisees upon demand.

At your request, the following Advanced Training Programs are available:

PROGRAMS			
SUBJECT	**HOURS OF CLASSROOM TRAINING[1]**	**HOURS OF ON-THE-JOB TRAINING**	**LOCATION[3,4]**
Healthcare Facilities Cleaning Program (2)	4 hours	6-9 hours	Healthcare Customer Facility
Interim and Restorative Hard Surface Floor Care Program	2-3 hours	4-6 hours	Regional Support Center and Customer Facility
Interim and Restorative Carpet Care Program	2-3 hours	4-6 hours	Regional Support Center and Customer Facility

[1] The classroom hours are approximate. The actual classroom time is customized to meet the individual needs of the Franchised Business personnel in attendance at any given time.

[2]You will not be offered environments-clinic procedural clear customers unless you have completed this training program.

[3] The Initial Training Program is held at one of our support centers or other designated facilities and/or in our existing customer buildings, usually within 35 miles of your residence. Our support centers are located in Pensacola, Florida; Louisville, Kentucky; Lexington, Kentucky; Mobile, Alabama; Columbia, Maryland; Camp Hill, Pennsylvania; Williamsville, New York; and Pittsford, New York. Your initial training will be held in the support center which services the territory in which you will operate your franchised business. For example, initial training for Maryland franchisees will be held in the Columbia, Maryland support center. You are responsible for any costs and expenses you and your trainees incur in connection with attending the Initial Training Program, but they are expected to be minimal.

[4]We may determine from time to time, in our sole discretion, to suspend in-person training and instead conduct Initial Training virtually.

The Initial Training Program typically begins within 10 days after we sign the franchise agreement. Regularly scheduled training classes are offered each week, and sequentially move through all ten classes every month. Training is provided by or under the supervision of each of the Regional Directors. We reserve the right to make changes to our training staff at any time. Each of our Regional Directors has experience in various aspects of franchisee support, operations and/or sales, and/or in management, janitorial cleaning, training and/or supervision. Anthony Marano has more than 5 years management and training experience, Robert Hanny has 9 years of experience with Coverall in training and franchise support, and Tyler

© 2024 Coverall Service Company

Townsend has more than 5 years experience with Coverall in sales, management, training and franchise support. . Jeff Campion has 5 years of experience with Coverall in sales, management and training with Coverall, Jermaine Thompson has more than 7 years experience in sales, management and training, Thomas Doody has more than 5 years experience with Coverall in training, franchise support and management. Thomas Doody has over 6 years experience in franchise owner training. Jermain Thompson has over 11 years 11 years operations and sales management experience as well as training experience. Anthony Marano has 5 years previous management and sales management experience. Coverall may ask some of its existing franchisees to assist in training. The instructional materials used for training are the Franchised Business Training Workbook, Coverall Core 4 Process Training Workbook and Coverall Franchise Business Owner Polices and Procedures Manual.

The cost of the Initial Training Program for you and up to 2 employees 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 Coverall's satisfaction, achieving a 90% or better score on the tests administered by the Franchise Development Trainer. 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 be mandatory.

RETRAINING MAY BE REQUIRED

The reputation of our brand enables us to procure customers to offer our Franchised Businesses. Therefore, we may require you to attend training again, if at any time any customer being serviced by you:

1) terminates your services due to faulty workmanship, lack of trustworthiness, or any other claimed or actual default under the Service Agreement; or

2) for failure to adhere to Paragraph 17 of the Franchise Agreement (Franchised Business Operations); or

3) you breach your Coverall Franchise Agreement or your obligations to provide services under any Service Agreement.

In the event of retraining, the time within which we must offer any remaining Initial Business or Additional Business will be suspended from the time you are requested to attend retraining until you complete retraining to our reasonable satisfaction.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

ITEM 12
TERRITORY

You will not receive an exclusive territory or exclusive territory rights. You may face competition from other franchisees, from outlets that we own (if any), or from other channels of distribution or competitive brands that we control.

We will offer you accounts that are within 25 miles of your home or office; however, it may be necessary to travel more than 25 miles between service locations. Unless you request it, you will not be offered a customer which is located outside the state in which you reside.

You may offer and render janitorial services to commercial customers only within the areas in which the Coverall office, through which you purchased your franchise, conducts business; and only in the manner Coverall approves. You may not solicit or service customers through any means outside of the prescribed area. We will award numerous franchises to third parties other than your franchised business in those areas. We currently conduct business in Alabama, Florida, Indiana, Kentucky, Maryland, Mississippi, New York, and Pennsylvania in the following areas: (1) in Alabama, Baldwin, Escambia and Mobile Counties; (2) in Florida, Washington, Bay, Escambia, Santa Rosa, Holmes, Okaloosa and Walton Counties; (3) in Indiana, Clark, Floyd and Harrison Counties; (4) in Kentucky, the City of Louisville, the City of Lexington and the Counties of Anderson, Bourbon, Bullitt, Clark, Fayette, Franklin, Jefferson, Jessamine, Oldham, Scott, Shelby and Woodford; (5) in Maryland, Anne Arundel, Baltimore, Carroll, Cecil, Harford and Howard Counties, Baltimore City, the City of Laurel, and parts of Prince George's County; (6) in Mississippi, Jackson, Harrison and Hancock Counties; (7) in New York, Erie, Chautauga, Genesee, Niagra, Livingston, Monroe, Ontario, Orleans and Wayne Counties; and, (8) in Pennsylvania, Dauphin, York, Lebanon, Cumberland, Adams, Lancaster, and Perry Counties. We have established and will continue to establish other franchises, each licensed to use our service marks that may compete with you.

In addition, by way of example but without limitation, we retain the right, for ourselves and our affiliates alone, on any terms we deem advisable, and without granting you any rights to: establish or operate, and grant others the right to establish or operate, other businesses offering the same or similar products utilizing other trade names, trademarks, and service marks, at any location; use the Coverall® tradenames, trademarks, System, and business model to sell any products or services the same as or similar to those which you will sell, through any alternate channels of distribution at any location, including without limitation, other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet (we exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce); sell supplies directly to your customers; use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Coverall® tradenames and trademarks at any location, which may be similar to or different from the Coverall franchised business operated by you; to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your Coverall franchised business, wherever located; acquire and convert to the System operated by us, any businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned, and wherever located; and to engage in any activities not expressly prohibited by the Franchise Agreement.

We will give reasonable consideration to a request to relocate your franchised business to another area in which we conduct business, even though we are not required to do so under the Franchise Agreement. Such requests are granted on a case by case basis, in our sole discretion, and will be conditioned upon you not being in default of your Franchise Agreement. Other factors we will consider in connection with such a request are the availability of business to offer you in the new location, and whether we have already fulfilled our obligation to provide you with Initial Business in your original location, in which case

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

any business offered to you in the new location, should we grant your relocation request, will be treated as Additional Business.

The Franchise Agreement does not grant you any options, rights of first refusal or similar rights to acquire additional franchises.

ITEM 13
TRADEMARKS

We, under our Service Franchise Agreement with Coverall North America, Inc. ("CNA"), 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 CNA.

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

Service Mark	Registration/Application Number	Registration/Application Date	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
When It Has to be Absolutely Clean®	2,182,697	August 18, 1998	37
Customers for Life®	2,204,464	November 17, 1998	37
Healthy Cleaning Down to A Science®	3,547,673	December 16, 2008	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
Core 4®	6,993,335	December 27, 2022	37
Coverall Core 4®	6,778,637	July 5, 2022	37
Coverall & Design (side)	4,642,644	November 18, 2014	37
Coverall®	5,468,488	May 15, 2018	35
The Art and Science of a Better Clean	5,896,051	October 29, 2019	37

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

© 2024 Coverall Service Company

Although it is CNA's current policy to defend such claims, neither we nor CNA are contractually obligated to protect your rights to use trademarks, service marks, trade names, or other commercial symbols, or to protect you against claims of infringement or unfair competition for use of the marks. CNA may in its sole discretion choose to defend or prosecute an action related to its trademarks. Neither we nor CNA agrees to protect you against claims of infringement or unfair competition arising out of your use of CNA's trademarks. Neither we nor CNA is 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 CNA's trademarks. However, CNA may in its sole discretion choose to do so.

Neither CNA nor Coverall knows of any currently effective or pending determinations, of the Patent and Trademark Office, Trademark Trial and Appeal Board, or any court; pending infringement, opposition or cancellation; or pending material litigation involving the principal trademarks; and Coverall does not know of any infringing uses that could materially affect your use of CNA's principal marks in this state or any other state in which the franchise business is to be located.

The trade name Coverall® is registered in some states in which CNA or any Service Franchisee or Janitorial Franchisee conducts business, and in various other states. The service mark Coverall® is registered in the State of Alabama under Certificate Number 103585 dated April 11, 1988, which registration was renewed on January 24, 2008. The mark is registered in the State of Kentucky under Certificate Number 08181 dated April 26, 1988, which was renewed on April 26, 2008. CNA does not maintain state trademark registrations in the other states in which we do business.

CNA has filed or will file all required affidavits for federal and state registrations discussed in this Item. CNA has, or will, timely renew its federal and state registrations.

As of the date of this Disclosure Document, there are no agreements in effect which significantly limit the rights of Coverall or CNA to use or license the use of CNA's trademarks, service mark, trade name in any manner material to you, except the Service Agreement in which CNA licenses us to use and sublicense the marks. If CNA refuses to renew our Service Agreement or it is terminated by CNA for our breach of the Service Agreement, our rights to operate under the Coverall brand and system would be terminated. In the event our Service Agreement is terminated, your franchise agreement may be assigned to CNA. CNA is not required to assume our obligations to you under your franchise agreement except for our prospective (future) obligations, which would permit you to continue operating under the Coverall brand and systems.

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 sublicense to you, but we will not be obligated to take affirmative action if notified of such uses or claims. CNA reserves the sole right to institute administrative proceedings and/or litigation regarding the marks. We have no obligation to protect your right to use the marks, or to protect you against claims of infringement or unfair competition arising out of your use of the marks. We are not obligated to participate in your defense or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the marks, or if the proceeding is resolved unfavorably to you.

The Franchise Agreement reserves the right to revoke your use of CNA's 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 whose use has been terminated and to begin use of the different or substitute marks or logos.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

We hold no patents that are material to the Franchise.

CNA obtained and renewed copyright registrations with the United States Registrar of Copyrights for its commercial cleaning, service and territory Disclosure Documents, brochures, maintenance proposals, contracts, and business forms. CNA claims ownership of its systems, methods of operation, knowledge, know-how, training, procedures, forms, manuals, and computer software which CNA regards as a valuable and integral part of your franchise. CNA intends to renew its current copyrights and secure copyright protection for new material as CNA deems necessary. CNA may in its sole discretion choose to defend or prosecute an action related to its copyrights. Neither we nor CNA agrees to protect you against claims of infringement or unfair competition arising out of your use of CNA's copyrights. CNA or Coverall 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 CNA's copyrights. However, CNA may in its sole discretion choose to do so.

CNA reserves the right to modify, discontinue and/or change its trademarks, copyrights and systems. In the event of modifications, changes, or discontinuations, you are obligated, at your expense, to 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. You are obligated under the Janitorial Franchise Agreement to waive any claims, demands, or damages arising from or related to the loss of CNA's trademarks and/or the loss of association with or identification with the mark "Coverall®" arising out of CNA's exercise of the above reservation. (Janitorial Franchise Agreement, Paragraph 1.)

COPYRIGHT REGISTRATIONS			
COPYRIGHTED MATERIAL	**DATE OF REGISTRATION**	**DATE OF EXPIRATION**	**REGISTRATION NUMBER**
Training Materials	06/27/97	06/27/2092	TXu 810-122
Computer Programs	05/03/99	05/03/2094	TXu 907-583
	05/03/99	05/03/2094	TXu 907-584
	05/03/99	05/03/2094	TXu 907-585
Janitorial Franchise Offering Circular	06/28/96	12/31/2090	TX 4329959
	05/05/95	12/31/2089	TX 4041503
	02/22/94	12/31/2088	TX 3749674
	08/10/94	04/15/2089	TX 3882451
	03/08/93	12/31/2087	TX 3507656
	03/08/93	03/01/2088	TX 3507657
	04/17/92	09/30/2086	TX 3286118
Janitorial Franchise Agreement	04/17/92	09/30/2086	TX 3286116
Service Franchise Offering Circular	06/28/96	02/28/2091	TX 4330325
	03/02/95	01/31/2090	TX 4042179
	02/22/94	01/03/2089	TX 3785274
	08/10/94	06/29/2089	TX 3882452
	03/08/93	09/18/2087	TX 3505090
	03/08/93	02/22/2088	TX 3505091
	03/08/93	01/31/2088	TX 3505092

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Territory Franchise Offering Circular	07/01/96	07/01/2091	TXu 673914
Guidelines for Regional Directors	08/16/00	08/16/2095	TXu 965-500
Customer Solutions Playbook	02/14/08 02/14/08	04/01/2102 2/14/2103	TX 6-825-226 V 3562D285
Coverall Health-Based Cleaning System Coverall website/www.coverall.com	4/28/10 10/06/01	07/1/2104 07/1/2104	PA 1-694-138 TX 7461784

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

Confidential Manuals

CNA claims a copyright to its confidential and proprietary manuals and to the content of CNA's training program. Coverall authorizes you to use CNA's training program and to use CNA's Franchised Business Training Workbook, Coverall Core 4 Process Training Workbook and Coverall Franchised Business Owner Polices and Procedures Manual, for which the tables of contents are in Exhibit G, 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 our franchisees in the Coverall System, you must operate your franchise according to the standards and procedures specified in the manuals. CNA or Coverall may periodically revise the manuals and other materials, including the Coverall Franchised Business Owner Policies and Procedures Manual, and you must update your materials as revisions are provided to you to keep them current and adhere to and operate your franchise in accordance with the revised procedures. Any question regarding the most recent version of the manuals or other materials will be decided by the master copy maintained at CNA's or Coverall's corporate office.

Confidential Information

CNA or Coverall claims 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 the confidential, proprietary, or copyrighted information during the initial or renewal term of your franchise, except as authorized by the franchise agreement. You must promptly tell Coverall if you learn of unauthorized use of the confidential, proprietary, or copyrighted information, and Coverall or CNA will respond as it deems 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-Solicitation Agreement from each officer, director, partner, member, shareholder and/or other beneficial owner of the franchised business within 10 days of signing the janitorial franchise agreement and subsequently from any additional officers, directors, partners, members or shareholders. The form of this Agreement is in this Disclosure Document as Exhibit

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

A.3. Additionally, the spouse, children, parents and parents-in-law of the signatory to the Confidentiality-Non-Solicitation Agreement will be bound by the terms of the covenants not to compete.

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

Coverall does not require that you personally supervise the business, but strongly recommends 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 must complete our training program to our satisfaction. Our initial Coverall Training Program is available to you without charge.

Our franchisees are independent contractors operating commercial cleaning Franchised Businesses. Your owner(s) and employee(s) are affiliate with you and are not employees of Coverall. Your owner(s) and employee(s) 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 or your owner(s) or employee(s) fall within the definition of an employee of Coverall under any state or federal statute, Coverall does not intend to provide any of 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 or your owner(s) or employee(s) 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.

All promissory notes executed by you in favor of Coverall must be guaranteed individually by all shareholders or members, as the case may be, and secured by all assets of your business. In addition, the guarantors are bound by in-term and post-term covenants not to compete, they must use confidential information only for Coverall purposes during and after the term of the Franchise Agreement, they must cease using the Coverall mark and materials on termination of the franchise, and they must agree to mediate and, if necessary, arbitrate if there is a dispute. Said shareholders and members, as the case may be, shall also, at the time of execution of the Franchise Agreement, execute the current form of Guarantee to the Coverall Franchise Agreement (the most current form of which is in this Disclosure Document as Exhibit A.2).

You are buying a Franchise, and you are an independent Franchise Business. We are not offering you or your owner(s) or employee(s) a job, and none of you is 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 Coverall and CNA prescribe or authorize and only the services and products Coverall approves. In keeping with our high-quality standards, you may not provide unauthorized services or products.

Coverall may modify the types of services you provide to customers and you must abide by the modifications. To insure quality, Coverall and CNA also approve the specifications of your chemicals and equipment as described in Item 8.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

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: hard floor and carpet care maintenance, window cleaning (on the ground floor), upholstery and fabric care, odor control, initial cleaning, construction cleaning, electrostatic disinfection, deep cleaning and special event cleaning. Coverall may add other Special Services. Since customers often prefer to obtain their cleaning services from one source, Coverall strongly recommends that you take part in our specialized training to be equipped to provide these services. You must comply with our reasonable training requirements. See Item 11. If you choose not to offer these Special Services, we may bring in a different franchisee or other contractors to provide them.

We may also solicit Special Services from the customers to whom you are providing commercial cleaning services. Coverall will ordinarily, but is not obligated to, offer Special Services we obtain for the premises you are servicing 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, Coverall 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, or in any manual or written directives CNA or Coverall issues.

The customers that you service through your franchised business enter into contracts with Coverall unless you obtain those customers yourself. You must not solicit or contact existing Coverall customers or prospects, unless Coverall authorizes 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 we will assist you in preparing written proposals to customers identified by you. You may not solicit outside of the territory in which the Coverall office, through which you purchased the franchise, does business. See Item 12. 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, conduct surveys for Coverall brand protection. If we determine through inspection or complaint that a customer is receiving service that does not meet brand standards, we have the right to terminate your service to that customer, regardless of whether Coverall procured that customer or you did.

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 franchise 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 included in this disclosure document.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2	20 years.
b. Renewal or extension of the term	Section 2	Whatever then-current franchise agreement provides. Your renewal right permits you to remain as a franchisee after the initial term of your franchise agreement expires.
c. Requirements for franchisee to renew or extend	Section 2	In order to renew, you must satisfy certain prerequisites under the Franchise Agreement including provide notice and renewal not more than 180 days nor less than 90 days prior to the expiration, not be in default, and execute a general release. In addition, you must sign the then current Coverall Janitorial Franchise Agreement, and any other documents which we deem necessary. The renewal agreement and related documents shall be on the same terms and conditions as Coverall is then granting to new franchisees (which may contain materially different terms and conditions than your original contracts including, for example, higher royalty and/or administrative fee), except that there will be no payment of any additional franchise fee or renewal fee, and you will not be entitled to receive any volume of Initial Business.
d. Termination by franchisee	None	Not Applicable
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause[1]	Sections 10, 11, and 17	Breach of Franchise Agreement or other agreements, failure to disclose arrest or conviction, discontinuance for cause of services to a customer account, violation of operating standards, uncured or repeated customer complaints, failure or refusal to service a customer, insolvency or bankruptcy, unauthorized transfer, abandonment of business, charge of certain crimes, breach of non-competition covenants, monthly revenues below specified requirements, misrepresentation on franchise application, and death or incapacity of franchisee under certain circumstances.
g. "Cause" defined – curable defaults	Section 17	You have 10 days to cure the following defaults: any breach of the franchise agreement not otherwise specified and abandonment of the franchised business by not operating for 90 days.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Provision	Section in Franchise Agreement	Summary
h. "Cause" defined – non-curable defaults	Sections 10, 11 and 17	Non-curable defaults giving Coverall the immediate right to terminate include activities such as: material misrepresentation in your franchise application, bankruptcy or insolvency, unauthorized assignment, dishonest, immoral, unethical or illegal conduct which might adversely affect the reputation of Coverall, the franchised business, or the Coverall marks, multiple defaults, failure to pay taxes when due, failure to indemnify, failure to acquire necessary licensure or permits, failure to operate as a business entity and maintain such business entity in good standing, conviction of a felony, fraud, crime involving moral turpitude or other criminal offence which adversely affect the reputation of Coverall, the franchised business, or the Coverall marks, breach of non-compete or confidentiality obligations, willful misrepresentation, contractual interference, misuse of confidential information, engaging in conduct that constitutes a danger to the health and safety of the general public, and failing a background check. Franchisee's monthly billings are below $500.00 for 2 consecutive months or for each of any 3 months in a 6 month period. Coverall may also terminate the franchise agreement upon 30 days' notice in the event there is a change in applicable law that threatens to result in Coverall being deemed the employer, joint employer, co-employer or as having an employment relationship with the franchisee or the franchisee's employees.
i. Franchisee's obligations on termination/ nonrenewal	Sections 11, 17, and 18	Obligations include return of keys/security cards, complete de-identification, immediate payment of amounts due, surrender of materials with "Coverall" marks, cease advertising, cease use of Coverall system, return equipment (if leased from Coverall) and maintain books and records for 3 years, and upon our exercise of the right of purchase, sell to us your customers and/or business owed as we request.
j. Assignment of contract by franchisor	Section 16	No restriction on Coverall's right to assign.
k. "Transfer" by franchisee – defined	Section 16	Includes transfer of your franchised business and/or customers and/or business owed.
l. Franchisor's approval of transfer by franchisee	Section 16	We have the right to approve all transfers of the franchise business or any customers, but will not unreasonably withhold approval.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Provision	Section in Franchise Agreement	Summary
m. Conditions for franchisor's approval of transfer	Section 16	Conditions include: our written consent, no defaults, qualified transferee, payment of transfer fee and execution of new franchise agreement, general release, non-competition agreement, and other documents.
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Section 18	We have the right to purchase some or all of the franchised business' customers.
p. Death or disability of franchisee	Section 16 and 17	Coverall's conditions for approval of transfer apply.
q. Noncompetition and non-solicitation covenants during the term of the franchise	Section 19	Prohibits involvement or any financial interest in a related business anywhere by you, the owners of the franchisee, or the family members of the franchisee or its owners, or from diverting any of its customers to a competing entity.
r. Noncompetition and non-solicitation covenants after the franchise is terminated or expires	Section 19	Prohibits involvement by the franchisee, its owners, and family members of the franchisee or its owners in a related business for 18 months in any county located partially or entirely within, or contiguous to, any city or county in which Coverall conducts business, or within a 100-mile radius of your Coverall regional office, whichever distance is greater. Additionally prohibits solicitation, either directly or indirectly, or servicing of any customer serviced at any time by you or another franchisee during the term of the Franchise Agreement for a period of 18 months following termination of your franchise for any reason.
s. Modification of the agreement	Sections 9B & E, 19D, 25	No modifications except in writing by all parties generally but manuals subject to unilateral change.
t. Integration/merger clause	Section 24	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable. Nothing in the Franchise Agreement is intended to disclaim the representations made by Coverall in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 20 and 21	Informal dispute resolution by non-binding mediation (Section 20) and mandatory arbitration (Section 21).
v. Choice of forum	Sections 20, 21 and 23	Mediation, arbitration and litigation must be in Florida. These provisions may be subject to applicable state law.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Provision	Section in Franchise Agreement	Summary
w. Choice of law	Section 23	Florida law governs. This provision may be subject to applicable state law.
x. Time to Assert Claims	Section 22	All claims arising under the Franchise Agreement must be commenced within 2 years after the events giving rise to the claim, to the extent such limitation is permitted by law.

[1]If your Coverall 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.

Certain states regulate renewal rights, cure rights, and minimum periods of notice for termination of a franchise. Any valid law or regulation applicable to the franchise supersedes any provision of the janitorial franchise agreement that is less favorable to you.

The general release required as a condition of renewal or of assignment/transfer, or as a condition precedent to Coverall's purchase of Franchisee's customers or business owed upon a termination of the franchise, if applicable, is subject to state law.

Our termination of the janitorial franchise agreement because of your insolvency or bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. Section 101 et seq.).

ITEM 18
PUBLIC FIGURES

Neither CNA nor Coverall uses any public figure to promote the Coverall franchise, and no public figure is involved in the management or control of either entity.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

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 gross monthly dollar volume (e.g., a P-3,000 Franchise Package means $3,000 in gross monthly 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. (Our P-0 Franchise

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Package is an exception to what is described above. We do not offer you any Initial Business if you purchase a P-0 Franchise Package.)

Whether you maintain the Initial Business Coverall provides you depends on many variables, including your successful performance of the customer's needs and your retention of the contracts. Your revenues also will be reduced by the business expenses, which you control, necessary to service the customers.

As part of its contractual obligation, Coverall will offer Initial Business within a specified period of time. If Coverall does not offer the Initial Business within the specified time, you may request a refund of a portion of the initial franchise fee, as described in Item 5 above.

The gross monthly dollar volume of the Initial Business that you purchase should not be considered as the actual or potential income or profit you will realize. Your financial results may differ from the gross monthly dollar volume that you purchase. The total gross monthly dollar billings 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 the customer due to poor service; and you may lose a customer through no fault of your own and there is a time lag before the replacement account is provided.

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

Coverall's Fulfillment of Franchise Packages

Coverall analyzed our compliance with the janitorial franchise agreement concerning the amount, timeliness, and refund requirements for Initial Business provided to our franchisees. Coverall reviewed all franchise sales made during our fiscal year, and determined whether as of December 31, 2020 (our fiscal year-end), we offered the Initial Business in compliance with the janitorial franchise agreement.

During Coverall's fiscal year January 1, 2023 to December 31, 2023, Coverall sold a total of 60 franchises comprised of 8 in Maryland, 15 in Pennsylvania, 10 in New York, 24 in Kentucky, 0 in Indiana, 2 in Alabama, and 1 in Florida. Of the total packages sold as of the close of the fiscal year: (a) we timely filled the franchisee's franchise package in 22 cases, that is, the package was completely filled within the specified time period or the franchisee did not want the package completed within the specified time period; (b) the franchisee accepted our performance in 15 cases, that is, the franchisee did not ask for any adjustment; (c) we and the franchisee made a mutually acceptable adjustment to the franchise package in 0 cases, such as by providing a refund or providing additional dollar volume or the franchisee allowing us additional time to fill the package; and (d) our time to provide initial customer accounts under the franchise package had not expired in 23 cases. The percentage of Coverall's franchisees during the fiscal year in categories (a), (b), (c), and (d) is 100%.

The above information is based upon all of the franchises we sold during the previous fiscal year, and the fulfillment of franchise packages by us, for the foregoing specified franchisees, during that period.

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

Other than the preceding financial performances representation, we do not make any representation regarding a franchisee's future financial performance or the past financial performance of company-owned or franchised business. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing business, however, we may

© 2024 Coverall Service Company

provide you with the actual records of that business. 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 Richard Grummell, 410 S. Ware Blvd., Suite 406, Tampa, FL 33619, (813) 776-2091, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Coverall Service Company

Systemwide Outlet Summary
For Years 2021 - 2023[1]

Outlet Type	Year	Outlets at the Start of the Year[2]	Outlets at the End of the Year[2]	Net Change
Franchised	2021	420	453	+33
	2022	453	487	+34
	2023	487	510	+23
Company Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	420	453	+33
	2022	453	487	+34
	2023	487	510	+23

[1]All numbers are as of December 31 for each year.

[This space is intentionally left blank.]

© 2024 Coverall Service Company

Table No. 2
Coverall Service Company

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2021 - 2023[1]

State	Year	Number of Transfers
Alabama	2021	0
	2022	0
	2023	0
Florida	2021	0
	2022	0
	2023	0
Indiana	2021	0
	2022	0
	2023	0
Kentucky	2021	0
	2022	2
	2023	1
Maryland	2021	1
	2022	1
	2023	0
Mississippi	2021	0
	2022	0
	2023	0
New York	2021	1
	2022	0
	2023	0
Pennsylvania	2021	0
	2022	0
	2023	0
Totals	2021	2
	2022	3
	2023	1

[1]All numbers are as of December 31 for each year.

[This space is intentionally left blank.]

© 2024 Coverall Service Company

Table No. 3
Coverall Service Company

Status of Franchised Outlets
For Years 2021 - 2023[1]

State	Year	Outlets at Start of Year[1]	Outlets Opened	Terminations	Non-Renewal	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year[1]
Alabama	2021	22	7	2	0	0	0	27
	2022	27	4	3	0	0	0	28
	2023	28	2	5	0	0	0	25
Florida	2021	41	8	3	0	0	0	46
	2022	46	9	5	0	0	0	50
	2023	50	4	5	0	0	0	49
Indiana	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	1	0	0	0	3
Kentucky	2021	85	16	12	0	0	0	89
	2022	89	14	4	0	0	0	99
	2023	99	22	13	0	0	0	108
Maryland	2021	108	13	3	0	0	0	118
	2022	118	14	7	0	0	0	125
	2023	125	7	13	0	0	0	119
Mississippi	2021	2	0	1	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
New York	2021	72	15	7	0	0	0	80
	2022	80	14	7	0	0	0	87
	2023	87	9	10	0	0	0	86
Pennsylvania	2021	92	8	6	0	0	0	94
	2022	94	8	3	0	0	0	99
	2023	99	18	1	0	0	0	116
Totals	2021	425	68	34	0	0	0	459
	2022	459	63	29	0	0	0	493
	2023	493	62	48	0	0	0	507

[1]All numbers are as of December 31 for each year.
[2]There are additional inactive franchises included in the list of current franchisees at Exhibit E but not included in this Table 3.

[This space is intentionally left blank.]

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Table No. 4
Coverall Service Company

Status of Company-Owned Outlets
For Years 2021 - 2023[1]

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Alabama	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Florida	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Indiana	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Kentucky	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Maryland	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Mississippi	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
New York	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Pennsylvania	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Totals	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

[1]All numbers are as of December 31 for each year.

[This space is intentionally left blank.]

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Table No. 5
Coverall Service Company

PROJECTED OPENINGS
AS OF DECEMBER 31, 2023

State	Franchise Agreements Signed but Franchise Not Open	Projected New Franchises in the Next Fiscal Year	Projected Company Owned Openings In Next Fiscal Year
Alabama	0	7	0
Florida	0	10	0
Indiana	0	0	0
Kentucky	3	24	0
Maryland	1	10	0
Mississippi	0	0	0
New York	2	22	0
Pennsylvania	1	18	0
Totals	7	91	0

The name, address, and telephone number of our franchisees as of December 31, 2023, including those who have signed a Franchise Agreement but who have not yet opened for business, are in this Disclosure Document as Exhibit E.

The name, city, state, and current business telephone number (or, if unknown, the last known home telephone number) of our franchisees who have had their franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the janitorial franchise agreement during the most recently completed fiscal year or who have not communicated with Coverall within 10 weeks of this Disclosure Document issuance date are in this Disclosure Document as Exhibit F. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the system.

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

We are not aware of any trademark specific independent franchisee associations and no trademark specific independent franchisee organization has asked to be included in this Disclosure Document.

COVERALL SYSTEM

The following charts disclose the number of franchisees in CNA's and its Service Franchisees' Support Centers. Service Franchisees are independently owned and operated.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Table No. 1

Systemwide Outlet Summary
For Years 2021 to 2023 (1) (2)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	6,973	6,507	-466
	2022	6,507	5,917	-590
	2023	5,917	5,654	-263
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	**2021**	**6,970**	**6,507**	**-463**
	2022	**6,483**	**5,916**	**-566**
	2023	**5,916**	**5,654**	**-262**

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2021 to 2023 (1) (2)

State	Year	Number of Transfers
Alabama	2021	0
	2022	3
	2023	0
Arizona	2021	0
	2022	0
	2023	1
California	2021	15
	2022	5
	2023	4
Connecticut	2021	2
	2022	1
	2023	1
Florida	2021	6
	2022	10
	2023	8
Georgia	2021	3
	2022	1
	2023	1
Hawaii	2021	1
	2022	2
	2023	0
Illinois	2021	2

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

State	Year	Number of Transfers
	2022	0
	2023	2
Indiana	2021	0
	2022	3
	2023	0
Kentucky	2021	2
	2022	4
	2023	0
Maryland	2021	1
	2022	7
	2023	0
Michigan	2021	1
	2022	3
	2023	0
Minnesota	2021	4
	2022	1
	2023	5
Mississippi	2021	0
	2022	1
	2023	1
Missouri	2021	2
	2022	0
	2023	0
Nevada	2021	1
	2022	0
	2023	0
New Jersey	2021	0
	2022	1
	2023	1
New York	2021	4
	2022	7
	2023	2
North Carolina	2021	3
	2022	3
	2023	3
Ohio	2021	3
	2022	2
	2023	2
Oregon	2021	1
	2022	0
	2023	0
Pennsylvania	2021	0
	2022	3
	2023	3

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

State	Year	Number of Transfers
2021	1	0
2022	0	1
2023	1	0
2021	0	0
2022	1	0
2023	0	1
2021	2	0
2022	0	2
2023	1	0
2021	1	0
2022	0	1
2023	0	0
2021	**55**	**39**
2022	**58**	**55**
2023	**36**	**58**

Table No. 3

Status of Franchised Outlets
For Years 2021 to 2023 (1) (2)

State	Year	Outlets at Start of Year	Outlets Open	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Alabama	2021	50	11	3	0	0	3	55
	2022	55	5	4	0	0	4	51
	2023	51	5	5	0	0	0	52
Arizona	2021	83	10	19	0	0	7	57
	2022	57	3	1	0	0	4	55
	2023	55	6	5	0	0	0	56
Arkansas	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
California	2021	912	105	125	4	0	27	855
	2022	855	74	98	2	0	25	803
	2023	803	72	68	4	0	19	785
Colorado	2021	47	1	0	0	0	0	48
	2022	48	3	1	0	0	0	50
	2023	50	2	1	0	0	0	51
Connecticut	2021	137	15	5	0	0	9	138
	2022	138	4	2	0	0	14	129

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

State	Year	Outlets at Start of Year	Outlets Open	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
	2023	129	0	9	2	0	0	116
Delaware	2021	20	0	5	0	0	1	16
	2022	16	2	4	0	0	0	14
	2023	14	3	3	0	0	0	14
Florida	2021	918	78	135	0	0	62	801
	2022	801	85	97	0	0	64	725
	2023	725	66	75	1	0	41	675
Georgia	2021	181	17	36	1	0	0	163
	2022	163	7	31	0	0	0	140
	2023	140	9	19	0	1	3	124
Hawaii	2021	178	13	30	0	0	0	161
	2022	161	9	32	0	0	2	136
	2023	136	10	16	0	0	0	129
Illinois	2021	251	20	32	1	0	0	236
	2022	236	7	12	0	0	6	225
	2023	225	19	6	0	0	14	222
Indiana	2021	49	14	3	0	0	0	38
	2022	38	10	3	0	0	0	45
	2023	45	7	8	0	0	0	47
Iowa	2021	7	1	0	0	0	0	10
	2022	10	0	2	0	0	0	8
	2023	8	2	1	0	0	0	9
Kansas	2021	34	2	0	0	0	0	36
	2022	36	0	0	0	0	1	35
	2023	35	0	0	0	0	0	35
Kentucky	2021	95	14	8	0	1	3	95
	2022	95	13	4	0	0	0	106
	2023	106	24	14	0	0	0	118
Louisiana	2021	48	10	6	0	0	4	48
	2022	48	6	5	0	0	4	46
	2023	46	1	9	0	0	0	38
Maine	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Maryland	2021	233	17	25	0	0	0	226
	2022	226	17	33	0	0	0	211
	2023	211	14	18	0	0	0	206
Massachusetts	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Michigan	2021	239	16	25	0	0	4	230

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

State	Year	Outlets at Start of Year	Outlets Open	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
	2022	230	14	18	0	0	31	194
	2023	194	10	15	0	0	9	183
Minnesota	2021	132	10	10	0	0	1	131
	2022	131	6	7	0	0	4	129
	2023	129	7	12	0	0	1	121
Mississippi	2021	12	1	2	0	0	1	10
	2022	10	0	0	0	0	2	7
	2023	7	0	0	0	0	0	7
Missouri	2021	85	4	1	0	0	0	89
	2022	89	0	1	0	0	0	88
	2023	88	2	0	0	0	0	92
Nebraska	2021	26	3	5	0	0	0	24
	2022	24	3	6	0	0	1	20
	2023	20	5	3	0	0	1	21
Nevada	2021	85	10	11	0	0	3	81
	2022	81	9	5	0	0	4	81
	2023	81	10	12	0	0	0	79
New Hampshire	2021	5	0	0	0	0	0	5
	2022	5	0	1	0	0	0	4
	2023	4	0	1	0	0	0	3
New Jersey	2021	330	14	23	1	1	39	287
	2022	287	7	37	0	1	25	234
	2023	234	11	19	1	0	0	224
New Mexico	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
New York	2021	284	36	19	1	0	28	269
	2022	269	23	24	0	0	15	251
	2023	251	15	43	1	0	1	227
North Carolina	2021	174	15	43	2	0	1	147
	2022	147	11	32	0	0	0	127
	2023	127	8	22	1	0	0	110
Ohio	2021	551	71	28	0	0	64	530
	2022	530	31	42	0	2	64	451
	2023	451	21	22	1	0	50	399
Oklahoma	2021	42	1	0	0	0	0	43
	2022	43	2	0	0	0	0	45
	2023	45	1	0	0	0	0	46
Oregon	2021	59	6	5	0	0	0	61
	2022	61	5	7	0	0	2	57

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

	2023	57	4	7	0	0	0	54
Pennsylvania	2021	422	49	93	1	0	4	371
	2022	371	42	63	0	0	1	348
	2023	348	41	35	0	0	0	353
Rhode Island	2021	39	0	2	0	0	5	32
	2022	32	1	1	0	0	2	30
	2023	30	0	5	0	0	1	24
South Carolina	2021	37	2	7	1	0	1	29
	2022	29	1	4	0	0	0	24
	2023	24	2	3	0	0	0	22
South Dakota	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Tennessee	2021	149	16	9	0	1	3	151
	2022	151	9	3	0	0	9	148
	2023	148	17	3	0	0	0	157
Texas	2021	300	34	51	0	0	1	287
	2022	287	33	24	0	0	8	287
	2023	287	30	13	2	0	13	289
Utah	2021	60	0	10	0	0	0	51
	2022	51	3	4	0	0	4	46
	2023	46	3	2	0	0	0	47
Virginia	2021	340	27	39	6	0	1	320
	2022	320	13	85	3	0	0	245
	2023	245	9	44	0	0	1	209
Washington	2021	71	10	10	0	0	0	70
	2022	70	7	14	0	0	1	64
	2023	64	10	7	0	0	0	66
Washington D.C.	2021	9	2	1	0	0	0	9
	2022	9	1	4	0	0	0	6
	2023	6	1	2	0	0	0	5
West Virginia	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Wisconsin	2021	273	34	34	0	0	3	270
	2022	270	19	18	0	0	21	248
	2023	248	26	14	2	0	24	236
Wyoming	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Totals	**2021**	**6,970**	**689**	**860**	**18**	**3**	**275**	**6,483**
	2022	**6,483**	**485**	**729**	**5**	**3**	**318**	**5,916**
	2023	**5,916**	**473**	**541**	**15**	**1**	**178**	**5,654**

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Table No. 4
Status of Company-Owned Outlets
For Years 2021 to 2023 (1) (3)

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at the End of the Year
All States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	**2021**	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**

(1) The numbers for 2020-2022 are as of Coverall's fiscal year (December 31 of each year).

(2) Franchised outlets include outlets operated by franchisees under franchise agreements with Coverall, and outlets operated by franchisees under franchise agreements with Coverall's Service Franchisees (as reported to Coverall by its Service Franchisees).

(3) Coverall conducted an audit of franchised outlets in operation as of December 31, 2022 and made adjustments to the column "Outlets at the End of the Year" to reconcile any discrepancies in the total number of franchised outlets in each state and total number of outlets as of December 31, 2022. Other franchised outlet information in this Item, i.e., "Outlets at Start of Year," "Outlets Opened," etc.,… (which has been based in part on reports to Coverall by its Service Franchisees for the years 2020 to 2022) has not been audited or adjusted.

(4) Coverall and Coverall's Service Franchisees do not operate any company-owned outlets.

Table No. 5
Projected Openings as of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Open (as of December 31, 2023)	Projected New Franchised Outlet In The Next fiscal Year	Projected New Company Owned Outlet in Next Fiscal Year
Alabama	2	11	0
Arizona	1	11	0
Arkansas	0	0	0
California	10	73	0
Colorado	1	8	0
Connecticut	0	6	0
Delaware	1	0	0
Florida	8	82	0

© 2024 Coverall Service Company

Georgia	2	13	0
Hawaii	1	9	0
Idaho	0	0	0
Illinois	3	12	0
Indiana	0	0	0
Iowa	1	0	0
Kansas	0	8	0
Kentucky	0	24	0
Louisiana	1	6	0
Maine	0	0	0
Maryland	1	10	0
Michigan	2	14	0
Minnesota	0	10	0
Mississippi	0	2	0
Missouri	0	8	0
Nebraska	1	7	0
Nevada	2	8	0
New Hampshire	0	0	0
New Jersey	3	11	0
New Mexico	0	0	0
New York	1	33	0
North Carolina	0	20	0
Ohio	1	45	0
Oklahoma	0	8	0
Oregon	1	7	0
Pennsylvania	4	43	0
Rhode Island	0	6	0
South Carolina	0	0	0
Tennessee	0	23	0
Texas	9	31	0
Utah	0	5	0
Virginia	1	14	0
Washington	10	10	0
Washington, D.C.	0	10	0
Wisconsin	2	12	0
Total	**69**	**600**	**0**

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

ITEM 21
FINANCIAL STATEMENTS

We have included in this Disclosure Document as Exhibit B.1 the audited consolidated financial statements of N.G.T. Corporation and Subsidiary: consolidated Balance Sheets for fiscal years ended December 31, 2023 and 2022, and the related Consolidated Statements of Income and Stockholders' Equity and Cash Flows for fiscal years ended December 31, 2023, 2022 and 2021.

CNA is a direct wholly owned subsidiary of CNA Holding Corporation, which is indirectly wholly owned by Coverall Acquisition, LLC, and its ultimate controlling parent WCP Coverall Topco LLC. CNA's financial results are included in the consolidated audited financial statements of Coverall Acquisition, LLC and Subsidiaries. Attached to this disclosure document as Exhibit B.2 are the consolidated audited financial statements of Coverall Acquisition, LLC and Subsidiaries which comprise the consolidated balance sheets as of December 31, 2023 and 2022, the related consolidated statements of income, changes in equity and cash flows for the years ended December 31, 2023 and 2022 and the period from July 1, 2021 through December 31, 2021 (Successor Period), and the audited the consolidated financial statements of CAN Holding Corporation and Subsidiaries (Predecessor Company), which comprise the consolidated statements of income, changes in equity, and cash flows for the period from January 1, 2021 through June 30, 2021 (Predecessor Period).

ITEM 22
CONTRACTS

We have included in this Disclosure Document as Exhibit A the following agreements: Coverall Franchise Agreement, with attached Equipment and Supply Package List, Promissory Note, Customer Transfer Form (for Transfers), and Customers Serviced Form (for renewals); Guarantee to Coverall Franchise Agreement; Confidentiality/Non-Solicitation Agreement; and Equipment Purchase Agreement; Application and General Release; Franchised Business Customer Acceptance Forms; Agreement to Purchase Customers; and Agreement to Sell Customers for Payment of Franchise Fee.

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

ITEM 23
RECEIPT

Two copies of an acknowledgment of your receipt of this Disclosure Document appear as Exhibit L. Please return one copy to us and retain the other for your records.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

EXHIBIT A

CONTRACTS

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

EXHIBIT A.1

COVERALL FRANCHISE AGREEMENT
(including alternate and replacement page 1),
WITH ATTACHED INITIAL EQUIPMENT AND SUPPLY PACKAGE LIST, PROMISSORY NOTE, ACCOUNT TRANSFER FORM AND ACCOUNT SERVICED FORM

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

COVERALL®

FRANCHISE AGREEMENT

Exhibit A.1 to
Coverall Franchise Disclosure Document

© 2024 Coverall Service Company

_____/_____
Initial Initial

Table of Contents

1. USE OF TRADE NAME, SERVICE MARKS, AND CONFIDENTIAL AND PROPRIETARY INFORMATION..... 2
2. TERM AND RENEWAL. 3
3. TERRITORY. 4
4. INITIAL BUSINESS AND GUARANTEE. 4
5. ADDITIONAL BUSINESS. 6
6. BUSINESS AND SUPPORT SERVICES PROVIDED BY COVERALL. 8
7. FRANCHISE AND OTHER FEES; COVERALL FINANCING. 10
8. REFUNDS. 12
9. FRANCHISEE BUSINESS OPERATIONS. 13
10. FRANCHISEE SERVICE TO CUSTOMERS. 15
11. KEYS AND SECURITY. 17
12. RESTRICTION ON USE OF CONFIDENTIAL INFORMATION. 17
13. FRANCHISEE IS AN INDEPENDENT CONTRACTOR. 18
14. INSURANCE. 19
15. INDEMNIFICATION. 20
16. ASSIGNMENT. 21
17. DEFAULT AND TERMINATION. 23
18. PROCEDURES AFTER TERMINATION. 26
19. COVENANTS AND RESTRICTIONS. 27
20. INFORMAL DISPUTE RESOLUTION. 29
21. DISPUTE RESOLUTION. 29
22. TIME TO ASSERT CLAIMS. 31
23. GOVERNING LAW/VENUE. 31
24. ENTIRE AGREEMENT. 31
25. AMENDMENT. 31
26. WAIVERS AND DELAY. 31
27. FORCE MAJEURE. 32
28. SEVERABILITY. 32
29. NOTICES. 32
30. SUCCESSORS BOUND. 32
31. SURVIVAL OF PROVISIONS. 32
32. CAPTIONS. 32
33. GUARANTY. 32
34. CERTIFICATION. 33
35. COVERALL's BUSINESS JUDGMENT. 33

© 2024 Coverall Service Company

N.G.T. CORPORATION
dba Coverall Service Company

410 S. Ware Blvd., Ste. 406
Tampa, FL 33619

COVERALL FRANCHISE AGREEMENT

P-0

THIS AGREEMENT (the "Agreement") is entered into between N.G.T. Corporation, dba Coverall Service Company, a corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as "Coverall," and _____ (the "Franchisee") for the purpose of granting Franchisee a license to operate a Coverall Franchised Business. Franchisee is a:

❑ Corporation, state of incorporation: _____

❑ Limited Liability Company, state of organization: _____

Effective Date of Agreement: _____

Term of Franchise ("Initial Term"): 20 years

FRANCHISE PACKAGE
Package Purchased: **P-** 0
Monthly $ Volume of Initial Business: $0
Initial Business Offering Period: N/A days
(in which Initial Business shall be offered after Franchisee's completion of initial training - calculated per Paragraph 4A hereof)

Initial Franchise Fee: $5,000.00
If financing is available:
Down Payment: $0
Amount Financed by Coverall: $5,000.00
(with interest at 12% per annum)
A. Financing Period: 24 months
(equal consecutive monthly installments of principal & interest)
Amount of Each Monthly Installment: $235.37
The first installment of principal and interest shall be paid on _____ 27, 20__.

REPRESENTATIONS Franchisee makes the following representations: If Franchisee is a corporation or limited liability company, there is set forth below, as the case may be, the name, address and other information of each shareholder in the corporation, or each member of the limited liability company:

Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____

*As to a limited liability company, this shall indicate the percent owned in the capital and/or profits of the limited liability company. As to a corporation, this shall indicate the percent owned of the outstanding stock of the corporation.

Federal I.D. # of Franchisee:_____
Address for mailing notices to Franchisee: _____
E-Mail Address:_____
Franchisee acknowledges receipt from Coverall of a Franchise Disclosure Document which describes the Franchise to be operated pursuant to the terms of this Agreement. Franchisee acknowledges receipt of a completed copy of this Agreement at least seven (7) days prior to its execution.

_____ _____
Franchisee's Signature **Date** **Franchisee's Signature** **Date**

© 2024 Coverall Service Company

_____/_____
Initial Initial

N.G.T. CORPORATION
dba Coverall Service Company
410 S. Ware Blvd., Ste. 406
Tampa, FL 33619

COVERALL FRANCHISE AGREEMENT

P-3,000

THIS AGREEMENT (the "Agreement") is entered into between N.G.T. Corporation, dba Coverall Service Company, a corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as "Coverall," and _____ (the "Franchisee") for the purpose of granting Franchisee a license to operate a Coverall Franchised Business. Franchisee is a:

❑ Corporation, state of incorporation: _____

❑ Limited Liability Company, state of organization: _____

Effective Date of Agreement: _____

Term of Franchise ("Initial Term"): 20 years

FRANCHISE PACKAGE
Package Purchased: **P-** 3,000
Monthly $ Volume of Initial Business: $ 3,000.00
Initial Business Offering Period: 120 days
(in which Initial Business shall be offered after Franchisee's completion of initial training - calculated per Paragraph 4A hereof)

Initial Franchise Fee: $15,570.00
Full Payment With Cash Discount: $14,791.50
Down Payment: $4,000.00
Amount Financed by Coverall: $11,570.00
(with interest at 12% per annum)
A. Financing Period: 24 months
(equal consecutive monthly installments of principal & interest)
Amount of Each Monthly Installment: $544.63
OR
B. Financing Period 36 months
(equal consecutive monthly installments of principal & interest)
Amount of Each Monthly Installment: $384.29
The first installment of principal and interest shall be paid on _____ 27, 20__.

REPRESENTATIONS Franchisee makes the following representations: If Franchisee is a corporation or limited liability company, there is set forth below, as the case may be, the name, address and other information of each shareholder in the corporation, or each member of the limited liability company:

Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____

*As to a limited liability company, this shall indicate the percent owned in the capital and/or profits of the limited liability company. As to a corporation, this shall indicate the percent owned of the outstanding stock of the corporation.

Federal I.D. # of Franchisee:_____
Address for mailing notices to Franchisee: _____
E-Mail Address:_____
Franchisee acknowledges receipt from Coverall of a Franchise Disclosure Document which describes the Franchise to be operated pursuant to the terms of this Agreement. Franchisee acknowledges receipt of a completed copy of this Agreement at least seven (7) days prior to its execution.

_____ _____
Franchisee's Signature **Date** **Franchisee's Signature** **Date**

© 2024 Coverall Service Company

_____/_____
Initial Initial

N.G.T. CORPORATION
dba Coverall Service Company
410 S. Ware Blvd., Ste. 406
Tampa, FL 33619

COVERALL FRANCHISE AGREEMENT

P-4,000

THIS AGREEMENT (the "Agreement") is entered into between N.G.T. Corporation, dba Coverall Service Company, a corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as "Coverall," and _____ (the "Franchisee") for the purpose of granting Franchisee a license to operate a Coverall Franchised Business. Franchisee is a:

❑ Corporation, state of incorporation: _____

❑ Limited Liability Company, state of organization: _____

Effective Date of Agreement: _____

Term of Franchise ("Initial Term"): 20 years

FRANCHISE PACKAGE
Package Purchased: **P-** 4,000
Monthly $ Volume of Initial Business: $ 4,000.00
Initial Business Offering Period: 150 days
(in which Initial Business shall be offered after Franchisee's completion of initial training - calculated per Paragraph 4A hereof)

Initial Franchise Fee: $19,635.00
Full Payment With Cash Discount: $18,653.25
Down Payment: $7,500.00
Amount Financed by Coverall: $12,135.00
(with interest at 12% per annum)
A. Financing Period: 24 months
(equal consecutive monthly installments of principal & interest)
Amount of Each Monthly Installment: $ 571.23
OR
B. Financing Period 36 months
(equal consecutive monthly installments of principal & interest)
Amount of Each Monthly Installment: $ 403.05
The first installment of principal and interest shall be paid on _____ 27, 20__.

REPRESENTATIONS Franchisee makes the following representations: If Franchisee is a corporation or limited liability company, there is set forth below, as the case may be, the name, address and other information of each shareholder in the corporation, or each member of the limited liability company:

Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____

*As to a limited liability company, this shall indicate the percent owned in the capital and/or profits of the limited liability company. As to a corporation, this shall indicate the percent owned of the outstanding stock of the corporation.

Federal I.D. # of Franchisee:_____
Address for mailing notices to Franchisee: _____
E-Mail Address:_____
Franchisee acknowledges receipt from Coverall of a Franchise Disclosure Document which describes the Franchise to be operated pursuant to the terms of this Agreement. Franchisee acknowledges receipt of a completed copy of this Agreement at least seven (7) days prior to its execution.

_____ _____
Franchisee's Signature **Date** **Franchisee's Signature** **Date**

© 2024 Coverall Service Company

_____/_____
Initial Initial

N.G.T. CORPORATION
dba Coverall Service Company
410 S. Ware Blvd., Ste. 406
Tampa, FL 33619

COVERALL FRANCHISE AGREEMENT

P-5,000

THIS AGREEMENT (the "Agreement") is entered into between N.G.T. Corporation, dba Coverall Service Company, a corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as "Coverall," and _____ (the "Franchisee") for the purpose of granting Franchisee a license to operate a Coverall Franchised Business. Franchisee is a:

❑ Corporation, state of incorporation: _____

❑ Limited Liability Company, state of organization: _____

Effective Date of Agreement: _____

Term of Franchise ("Initial Term"): 20 years

FRANCHISE PACKAGE
Package Purchased: **P-** 5,000
Monthly $ Volume of Initial Business: $ 5,000.00
Initial Business Offering Period: 180 days
(in which Initial Business shall be offered after Franchisee's completion of initial training - calculated per Paragraph 4A hereof)

Initial Franchise Fee: $22,890.00
Full Payment With Cash Discount: $21,745.50
Down Payment: $11,445.00
Amount Financed by Coverall: $11,445.00
(with interest at 12% per annum)
A. Financing Period: 24 months
(equal consecutive monthly installments of principal & interest)
Amount of Each Monthly Installment: $ 538.76
OR
B. Financing Period 36 months
(equal consecutive monthly installments of principal & interest)
Amount of Each Monthly Installment: $ 380.13
The first installment of principal and interest shall be paid on _____ 27, 20__.

REPRESENTATIONS Franchisee makes the following representations: If Franchisee is a corporation or limited liability company, there is set forth below, as the case may be, the name, address and other information of each shareholder in the corporation, or each member of the limited liability company:

Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____

*As to a limited liability company, this shall indicate the percent owned in the capital and/or profits of the limited liability company. As to a corporation, this shall indicate the percent owned of the outstanding stock of the corporation.

Federal I.D. # of Franchisee:_____
Address for mailing notices to Franchisee: _____
E-Mail Address:_____
Franchisee acknowledges receipt from Coverall of a Franchise Disclosure Document which describes the Franchise to be operated pursuant to the terms of this Agreement. Franchisee acknowledges receipt of a completed copy of this Agreement at least seven (7) days prior to its execution.

_____ _____
Franchisee's Signature **Date** **Franchisee's Signature** **Date**

© 2024 Coverall Service Company

_____/_____
Initial Initial

N.G.T. CORPORATION
dba Coverall Service Company
410 S. Ware Blvd., Ste. 406
Tampa, FL 33619

COVERALL FRANCHISE AGREEMENT

P-7,000

THIS AGREEMENT (the "Agreement") is entered into between N.G.T. Corporation, dba Coverall Service Company, a corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as "Coverall," and _____ (the "Franchisee") for the purpose of granting Franchisee a license to operate a Coverall Franchised Business. Franchisee is a:

❑ Corporation, state of incorporation: _____

❑ Limited Liability Company, state of organization: _____

Effective Date of Agreement: _____

Term of Franchise ("Initial Term"): 20 years

FRANCHISE PACKAGE

Package Purchased: **P-** 7,000

Monthly $ Volume of Initial Business: $ 7,000.00

Initial Business Offering Period: 240 days
(in which Initial Business shall be offered after Franchisee's completion of initial training - calculated per Paragraph 4A hereof)

Initial Franchise Fee: $29,925.00

Full Payment With Cash Discount: $28,428.75

Down Payment: $14,962.50

Amount Financed by Coverall: $14,962.50
(with interest at 12% per annum)

A. Financing Period: 24 months
(equal consecutive monthly installments of principal & interest)

Amount of Each Monthly Installment: $ 704.33

OR

B. Financing Period 36 months
(equal consecutive monthly installments of principal & interest)

Amount of Each Monthly Installment: $ 496.96

The first installment of principal and interest shall be paid on _____ 27, 20__.

REPRESENTATIONS Franchisee makes the following representations: If Franchisee is a corporation or limited liability company, there is set forth below, as the case may be, the name, address and other information of each shareholder in the corporation, or each member of the limited liability company:

Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____

*As to a limited liability company, this shall indicate the percent owned in the capital and/or profits of the limited liability company. As to a corporation, this shall indicate the percent owned of the outstanding stock of the corporation.

Federal I.D. # of Franchisee:_____
Address for mailing notices to Franchisee: _____
E-Mail Address:_____
Franchisee acknowledges receipt from Coverall of a Franchise Disclosure Document which describes the Franchise to be operated pursuant to the terms of this Agreement. Franchisee acknowledges receipt of a completed copy of this Agreement at least seven (7) days prior to its execution.

_____ _____

Franchisee's Signature **Date** **Franchisee's Signature** **Date**

© 2024 Coverall Service Company

_____/_____
Initial Initial

N.G.T. CORPORATION
dba Coverall Service Company
410 S. Ware Blvd., Ste. 406
Tampa, FL 33619

COVERALL FRANCHISE AGREEMENT

P-10,000

THIS AGREEMENT (the "Agreement") is entered into between N.G.T. Corporation, dba Coverall Service Company, a corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as "Coverall," and _____ (the "Franchisee") for the purpose of granting Franchisee a license to operate a Coverall Franchised Business. Franchisee is a:

❑ Corporation, state of incorporation: _____

❑ Limited Liability Company, state of organization: _____

Effective Date of Agreement: _____

Term of Franchise ("Initial Term"): 20 years

FRANCHISE PACKAGE

Package Purchased: **P-** 10,000

Monthly $ Volume of Initial Business: $ 10,000.00

Initial Business Offering Period: 330 days
(in which Initial Business shall be offered after Franchisee's completion of initial training - calculated per Paragraph 4A hereof)

Initial Franchise Fee: $40,320.00

Full Payment With Cash Discount: $38,304.00

Down Payment: $22,256.64

Amount Financed by Coverall: $18,063.36
(with interest at 12% per annum)

A. Financing Period: 24 months
(equal consecutive monthly installments of principal & interest)

Amount of Each Monthly Installment: $ 850.30

OR

B. Financing Period 36 months
(equal consecutive monthly installments of principal & interest)

Amount of Each Monthly Installment: $ 599.96

The first installment of principal and interest shall be paid on _____ 27, 20__.

REPRESENTATIONS Franchisee makes the following representations: If Franchisee is a corporation or limited liability company, there is set forth below, as the case may be, the name, address and other information of each shareholder in the corporation, or each member of the limited liability company:

Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____

*As to a limited liability company, this shall indicate the percent owned in the capital and/or profits of the limited liability company. As to a corporation, this shall indicate the percent owned of the outstanding stock of the corporation.

Federal I.D. # of Franchisee:_____
Address for mailing notices to Franchisee: _____
E-Mail Address:_____
Franchisee acknowledges receipt from Coverall of a Franchise Disclosure Document which describes the Franchise to be operated pursuant to the terms of this Agreement. Franchisee acknowledges receipt of a completed copy of this Agreement at least seven (7) days prior to its execution.

_____ _____
Franchisee's Signature **Date** **Franchisee's Signature** **Date**

© 2024 Coverall Service Company

_____/_____
Initial Initial

N.G.T. CORPORATION
dba Coverall Service Company
410 S. Ware Blvd., Ste. 406
Tampa, FL 33619

TRANSFER COVERALL FRANCHISE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into between N.G.T. Corporation, dba Coverall Service Company, a corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as "Coverall," and _____ (the "Franchisee") for the purpose of granting Franchisee a license to operate a Coverall Franchised Business. Franchisee is a:

❑ Corporation, state of incorporation: _____
❑ Limited Liability Company, state of organization: _____

Effective Date of Agreement: _____

Term of Franchise ("Initial Term"): 20 years

Monthly $ Volume Transferred $_____*

Current Business Owed $_____*

*Refer to Exhibit C

Transfer Fee: $_____
Paid by ❑ Franchisee ❑ Transferor

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

Remaining Financing Period: _____ months

Amount of Each Monthly Installment: $_____

The first installment of principal and interest shall be paid on _____ 27, 20__.

REPRESENTATIONS Franchisee makes the following representations: If Franchisee is a corporation or limited liability company, there is set forth below, as the case may be, the name, address and other information of each shareholder in the corporation, or each member of the limited liability company:

Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____

*As to a limited liability company, this shall indicate the percent owned in the capital and/or profits of the limited liability company. As to a corporation, this shall indicate the percent owned of the outstanding stock of the corporation.

Federal I.D. # of Franchisee:_____
Address for mailing notices to Franchisee: _____
E-Mail Address:_____

As this is an assignment of a franchise, the provisions of Paragraphs 4 and 5 hereof (Initial Business and Guarantee and Additional Business) will apply only if the franchise being transferred is due initial or additional business as provided in Exhibit C hereof.

If Franchise has not completed Coverall's proprietary Health-Based Cleaning System Training Program as provided in Paragraph 9A hereof, Franchisee will be required to do so. Coverall also reserves the right to require retraining of the Franchisee as provided in this Agreement.

Franchisee acknowledges receipt from Coverall of a Franchise Disclosure Document which describes the Franchise to be operated pursuant to the terms of this Agreement. Franchisee acknowledges receipt of a completed copy of this Agreement at least seven (7) days prior to its execution.

_____ _____
Franchisee's Signature **Date** **Franchisee's Signature** **Date**

© 2024 Coverall Service Company

_____/_____
Initial Initial

N.G.T. CORPORATION
dba Coverall Service Company
410 S. Ware Blvd., Ste. 406
Tampa, FL 33619

RENEWAL COVERALL FRANCHISE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into between N.G.T. Corporation, dba Coverall Service Company, a corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as "Coverall," and _____ (the "Franchisee") for the purpose of granting Franchisee a license to operate a Coverall Franchised Business. Franchisee is a:

❑ Corporation, state of incorporation: _____
❑ Limited Liability Company, state of organization: _____ ❑ Other _____
❑ Sole Proprietorship ❑ Partnership Business Name: _____

Effective Date of Agreement: _____

Term of Franchise ("Initial Term"): 20 years

Current Monthly $ Volume $_____*

Current Business Owed $_____*

*Refer to Exhibit D

Franchisee's outstanding note balance(s) is (with interest at 12% per annum)
a. Note 1 $_____
b. Note 1 $_____

Remaining Financing Period: _____months

Amount of Each Monthly Installment: $_____

The next installment of principal and interest shall be paid on the 27th day of month following the execution hereof. Franchisee hereby reaffirms Franchisee's obligation under the above note(s).

REPRESENTATIONS Franchisee makes the following representations: If Franchisee is a sole proprietor, partnership, corporation, or limited liability company, there is set forth below, as the case may be, the name, address and other information of the sole proprietor, of each partner of the partnership, of each shareholder in the corporation, or of each member of the limited liability company:

Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____
Owner Name:_____
Address:_____
Phone:_____ Percentage Interest*:_____

*As to a partnership or limited liability company, this shall indicate the percent owned in the capital and/or profits of the partnership or limited liability company, as the case may be. As to a corporation, this shall indicate the percent owned of the outstanding stock of the corporation.

Federal I.D. # of Franchisee if a partnership, corporation or limited liability company:_____
Address for mailing notices to Franchisee: _____
E-Mail Address:_____

As this is a renewal of a franchise, the provisions of Paragraph 4 hereof (Initial Business and Guarantee) and Paragraph 8 hereof (Refunds) will not apply. Additionally, the franchise fee provisions of 7A will not apply. In addition, for the same reason, Paragraph 5 hereof (Additional Business) will apply only if the franchise being renewed is due additional business as provided in Exhibit D hereof.

Franchisee is not required to complete Coverall's proprietary Health-Based Cleaning System Training Program as provided in Paragraph 9A, unless Franchisee would like a refresher course. Coverall reserves the right to require retraining of the Franchisee as provided in this Agreement.

Franchisee acknowledges receipt from Coverall of a Franchise Disclosure Document which describes the Franchise to be operated pursuant to the terms of this Agreement. Franchisee acknowledges receipt of a completed copy of this Agreement at least seven (7) days prior to its execution.

_____ _____
Franchisee's Signature **Date** **Franchisee's Signature** **Date**

© 2024 Coverall Service Company

_____/_____
Initial Initial

RECITALS:

A. Coverall North America, Inc. (hereinafter referred to as "CNA") is the owner of certain trademarks and service marks, including the marks "Coverall®," "Coverall Health-Based Cleaning System℠" and "Coverall Cleaning Concepts®;" and

B. Coverall has entered into a Service Franchise Agreement with CNA, by which Coverall is authorized to sub-license CNA's service mark and trade name identified by the word "COVERALL®" and design; and

C. CNA, as the result of the expenditure of time, skill, effort, and money, has developed and owns a distinctive system (the "System") relating to the establishment and operation of janitorial cleaning service businesses. The distinguishing characteristics of the System include, without limitation, methods, procedures, standards, and equipment for janitorial cleaning and business services; procedures for quality control and customer assistance; marketing concepts; bidding, contracting, and billing procedures; training, assistance, advertising, and promotional programs; all of which may be changed, improved, and further developed by CNA from time to time; and

D. Coverall, as part of its business operations, does not provide janitorial services. Instead, it sub-licenses the use of CNA's name and service mark to Coverall franchised professional cleaning and maintenance businesses which provide cleaning, maintenance and janitorial services to commercial cleaning customers, and provides Coverall's franchisees with the various components of the System for use in their Coverall businesses; and

E. Coverall, as part of its business operations, obtains customer accounts, which are contracts between Coverall and cleaning customers, which Coverall offers to its franchisees; and

F. Franchisee desires to utilize the trademarks, service marks, reputation, techniques, and the CNA System, as a Coverall franchisee, in operating a commercial janitorial cleaning service business.

TERMS OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. USE OF TRADE NAME, SERVICE MARKS, AND CONFIDENTIAL AND PROPRIETARY INFORMATION.

A. The Sub-License. Coverall, pursuant to its Service Franchise Agreement with CNA, grants to Franchisee a non-exclusive sublicense, upon the terms and conditions contained in this Agreement, to use and display "Coverall®," "Coverall Health-Based Cleaning System®," and/or such other names, designs and logos as CNA may from time to time designate (collectively, the "Marks"), and a non-exclusive license to use the System during the Initial Term of this Agreement. Franchisee may use the Marks and the System, but only in connection with the rendering of Franchisee's services in the commercial janitorial service business in the territory as described in Paragraph 3 (the "Franchised Business"), and only on those items and in the form approved by Coverall. Nothing contained in this Agreement shall be construed so as to permit the use by Franchisee of the Marks in any medium in any other manner or for any other purpose except as expressly provided. CNA has expressly reserved all rights with respect to the Marks and System, as well as to any trade secrets, processes, methods of operation, and goodwill. The Franchisee shall not have any right, title, or interest in or to the Marks, System, trade secrets, processes, methods of operation, or goodwill of CNA or Coverall. CNA further reserves the right to modify, discontinue and/or change the Marks and the System. 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 name and/or Marks and promptly begin use of the new or modified name and/or Marks, and promptly implement the modifications and/or changes to the System. Franchisee expressly and specifically waives any claims, demands, or damages arising from

© 2024 Coverall Service Company

_____/_____
Initial Initial

or related to the loss of the Marks and/or the loss of association with or identification with the Mark "Coverall®" arising out of CNA's exercise of the above reservation. Franchisee agrees to use only the Marks designated by CNA and to use the Marks only in the manner approved by CNA. Franchisee agrees not to use the Marks or any name or design confusingly similar to the Marks in Franchisee's corporate or other legal or business name. Franchisee must promptly tell Coverall if Franchisee learns about unauthorized use of CNA or Coverall's confidential, proprietary, and copyrighted information.

B. Termination of License. Upon the expiration or termination of this Agreement and the sublicense for any reason, Franchisee agrees that it will immediately discontinue the use of the Marks and the System, deliver and surrender to Coverall each and every Mark and every item bearing or containing the Marks. In addition, Franchisee shall not use any of CNA or Coverall System or any of its confidential information, trade secrets, processes, methods of operation or goodwill, and Franchisee shall not, directly or indirectly, continue to operate or do business under any name or in any manner, whether as an individual, agent, partner, shareholder, officer or director, that might tend to give the public the impression that Franchisee is operating a business operated, owned, licensed by, or affiliated with CNA or Coverall; and Franchisee shall cease to service in any fashion the customer accounts which it serviced while it was a Franchisee.

C. Owner of Marks and System. Franchisee agrees that the Marks and the System are the sole and exclusive property of CNA and/or its affiliates. Franchisee will not assert any claim to the Marks, the System, or the goodwill and reputation generated by either the Marks or the System. On account of the Sublicense accorded to Franchisee under this Agreement, Franchisee agrees that it will not do or permit to be done any act or thing in derogation of any of CNA's or Coverall's rights, either during the Initial Term of this Agreement or after, and that Franchisee will use the Marks and the System only as permitted in this Agreement.

2. TERM AND RENEWAL.

This Agreement shall remain in full force and effect for a period of twenty (20) years from the date of execution (the "Initial Term") unless sooner terminated. Upon the expiration of the Initial Term of this Agreement, Franchisee shall have no further rights in the Franchise or the Agreement or the right to perform services under the contracts with the customer accounts unless Coverall and Franchisee execute a written renewal agreement ("Renewal Agreement"). Whenever in this Agreement the word "Term" is used, the word means the Initial Term, the Renewal Term, or both, as the context requires. Upon termination or expiration of the Term, for any reason, Coverall shall have no obligation to repurchase the franchise from Franchisee. The franchise shall be renewed if Franchisee:

A. Gives Coverall written notice of Franchisee's intent to renew not more than one hundred eighty (180) days nor less than ninety (90) days prior to the date of expiration of the Initial Term.

B. Executes, at least thirty (30) days prior to the date of expiration of this Agreement, the then current Coverall Franchise Agreement ("Renewal Agreement,") and any other documents which Coverall deems necessary for Franchisee to execute upon renewal ("the Related Documents"). The Renewal Agreement and the Related Documents shall be on the same terms and conditions, including the renewal term (the "Renewal Term") as Coverall is then granting to new franchisees, which terms and conditions may be materially different from the terms and conditions of this Agreement, excepting that there shall be no payment of any additional franchise fee or renewal fee. The Renewal Agreement does not entitle the Franchisee to receive any volume of Initial Business.

C. Is not in default of, and has been in substantial compliance with, this Agreement or any other agreement between Franchisee and Coverall on the date of giving notice, the date of execution of the Renewal Agreement, and the date of expiration of the Initial Term.

© 2024 Coverall Service Company

_____/_____
Initial Initial

D. Executes a general release, in a form satisfactory to Coverall, releasing Coverall from any and all claims, known or unknown, arising from this Agreement. However, if Franchisee is a resident of the State of Maryland, the general release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

E. Has not received from Coverall, at least six (6) months prior to the date of expiration of the Initial Term, written notice of an intent not to renew, which provides that Coverall is ceasing to do business in the area in which the Franchisee is located, or otherwise waives the non-competition provisions of Paragraph 19 upon expiration of the Term.

3. TERRITORY.

Franchisee may conduct its business solely in the area(s) in which the Coverall office, through which the Franchisee has purchased the Coverall franchise, conducts business ("the Area"). Unless requested by Franchisee, Franchisee will not be offered an account which is located outside the State in which Franchisee resides. Franchisee is granted no exclusive area within this territory. Coverall will award numerous Franchises to third parties other than Franchised Business within the Area. Without limitation, Coverall and its affiliates alone also have the right to establish or operate, and grant others the right to: establish or operate, other businesses offering the same or similar products utilizing other trade names, trademarks, and service marks, at any location; use the Coverall® Marks, System, and business model to sell any products or services the same as or similar to those which Franchised Business will sell, through any alternate channels of distribution at any location (including without limitation, other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet); sell supplies directly to your customers; use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Coverall® Marks at any location, which may be similar to or different from the Coverall Franchise operated by Franchised Business; purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with Franchised Business's Franchise, wherever located; acquire and convert to the System operated by Coverall, any businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned, and wherever located; and, engage in any activities not expressly prohibited by the Franchise Agreement.

4. INITIAL BUSINESS AND GUARANTEE.

A. Initial Business. If you purchase a P-0 Franchise Package, you will not be entitled to any Initial Business (defined below), and you will be offered no customer accounts. If you purchase a Franchise Package which includes Initial Business, Coverall will offer one or more customer accounts, located in the Area to fulfill Franchisee's Franchise Package. The customer accounts offered to fulfill Franchisee's Franchise Package may be new customers recently acquired by Coverall; or they may be existing customers that become available for resale. The Franchise Package shall consist of the gross dollar volume per month ("Initial Business") purchased by the Franchisee. The specific franchise package purchased by Franchisee is described on Page 1 under "Franchise Package." As a condition of acceptance of each customer account, you will be required to sign Coverall's customer acceptance form, which will include a general release in favor of Coverall; provided, however, if Franchisee is a resident of Maryland, the general release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law. The customer service agreement for customers accepted by Franchisee will be assigned to Franchisee subject to the terms and conditions of this Agreement and the customer assignment agreement (the "Customer Assignment") and will become assets of the Franchised Business; provided, however that multi-location customers and those with contracts prohibiting assignment will not be assigned. The Customer Assignment shall be conditional subject to, among other things, payment in full of the financed portion of the Franchise Fee. Assignment

© 2024 Coverall Service Company

_____/_____
Initial Initial

of the customer service agreements shall not prohibit Coverall from selling special services, equipment, chemicals or supplies to Franchisee's customers.

(i) If Franchisee refuses to accept any customer account(s) timely offered to fulfill the Initial Business, Coverall shall be deemed to have fulfilled its obligations to offer customer accounts during the Initial Business Offering Period (identified on page 1).

(ii) However, Coverall shall remain obligated to offer, within a reasonable period of time after the expiration of the Initial Business Offering Period, the amount of gross monthly dollar volume refused by Franchisee; provided, however, that if Franchisee unreasonably refuses to accept customer accounts offered within a reasonable time after the Initial Business Offering Period has expired, Coverall shall be deemed to have fulfilled its obligation to provide Initial Business for the dollar volume of the customer account(s) which has been unreasonably refused by Franchisee.

(iii) If Franchisee chooses to discontinue servicing a customer account(s) accepted as a part of the Initial Business, Coverall shall be deemed to have fulfilled its obligation to provide Initial Business for the dollar volume of the abandoned customer's account(s).

Coverall may or may not have an inventory of customer accounts available to offer Franchisee's dollar amount of Initial Business on the date Franchisee executes this Agreement, or, on the date the Franchisee completes Coverall's proprietary Health-Based Cleaning System Training Program (the "Initial Training Program"). The Initial Business Offering Period, subject to the provisions of Paragraph 4D below, is calculated from the date of completion of the Initial Training Program, as follows:

(1) For Initial Business packages up to and including the P-3,000 package (excluding the P-0 package for which you will not be offered any business), one hundred twenty (120) days;

(2) For Initial Business packages larger than the P-3,000 package, one hundred twenty (120) days <u>plus</u> an additional thirty (30) days for each $1,000 (or portion thereof) in gross dollar volume per month exceeding $3,000.

Example:	Franchise Package	Initial Business Offering Period
	P-5,000	180 days from completion of training

That is, if Franchisee purchases a P-5,000 and completes the Initial Training Program on March 1, all $5,000 in Initial Business must be offered on or before August 28 of that same year.

B. <u>Guarantee</u>. Coverall provides a limited guarantee for the Franchisee's Initial Business unless you purchase a P-0 Franchise Package. The guarantee does not apply if you purchase a P-0 Franchise Package. If it applies, the guarantee applies only to customers lost <u>through no fault of the Franchisee</u>. Customers lost because of faulty workmanship, Franchisee's lack of trustworthiness, or any other defaults by Franchisee are not guaranteed. Initial Business is guaranteed for twelve (12) months from the date that Franchisee begins servicing the customer, but only if the customer is lost through no fault of Franchisee. If Franchisee qualifies for the guarantee, Coverall will, within a reasonable period of time, offer one or more accounts of equivalent dollar volume to replace the dollar volume of the lost customer(s). If the replacement customer(s) has a dollar volume in excess of that lost by Franchisee, Franchisee may have to pay Coverall for the excess dollar volume. If the account lost by the Franchisee through no fault of the Franchisee within the Initial Business Guarantee Period is a Premium Account, only the dollar volume of the Premium Account applied to Initial Business will be replaced, and/or the amount Franchisee actually paid for the Premium Account during the Guarantee Period for any dollar volume in excess of the dollar volume of Initial Business.

© 2024 Coverall Service Company

_____/_____
Initial Initial

This Initial Business guarantee is provided only under the following conditions:

(1) Dollar volume replaced by Coverall under the guarantee is only guaranteed to the extent that there is time remaining under the original guarantee. For example, if Franchisee loses an account after three months, the replacement account is only guaranteed for the time remaining, 9 months.

(2) If Franchisee abandons an account or otherwise voluntarily returns an account to Coverall, the guarantee does not apply to that account, and it will not be replaced.

C. The Initial Business Offering Period shall be extended upon the parties' mutual agreement or for the following periods of time in the following circumstances:

(1) Retraining of Franchisee. If retraining of Franchisee is required pursuant to Paragraph 6A(3), the Initial Business Offering Period shall be suspended as provided in Paragraph 6A(3).

(2) Franchisee's Material Breach of the Agreement. If Franchisee is in breach of any material provision of this Agreement or any other agreement between Franchisee and Coverall, the Initial Business Offering Period will be suspended until all material breaches are cured. Coverall's right to suspend the Initial Business Offering Period will not waive Coverall's rights to terminate Franchisee's franchise for the material breach.

D. The Initial Business Offering Period shall be suspended if the Franchisee's Franchise Owner Background Screening reveals prior arrests and/or convictions. Under these circumstances, the time for offering Franchisee's Initial Business will be suspended and Franchisee will not be permitted to service customer accounts until Franchisee can provide Coverall with proof that Franchisee has obtained a janitorial fidelity bond in the amount of $100,000, or then current amount as required by Coverall's Franchised Business Policies Procedures Manual. Depending upon the nature of the arrest and/or conviction, Coverall reserves the right, it is sole discretion, to terminate this Agreement, or not approve Franchisee's purchase of a Coverall Franchise.

E. In the event Coverall fails to timely offer Initial Business in accordance with the provisions of this Paragraph 4, Franchisee's sole remedy shall be as provided in Paragraph 8C.

F. Franchisee must not solicit or contact existing Coverall customers or prospects, unless Coverall authorizes Franchisee to do so, as in the case of providing Special Services. Because of the potential of interfering with another franchised business's current customer or a prospect being solicited by Coverall or another franchised business, Franchisee is prohibited from telemarketing.

G. Coverall reserves the right to contact the customers Franchised Business is servicing, whether or not those customers were obtained by Coverall or Franchised Business, through periodic visits and/or telephone contact to conduct surveys for Coverall brand protection.

5. ADDITIONAL BUSINESS.

A. Additional Business Offered by Coverall. During the Term of this Agreement, Coverall may offer Franchisee an increase in dollar volume ("Additional Business"). The Additional Business offered to Franchisee may be new customers recently acquired by Coverall; or they may be existing customers that become available for resale. As a condition of acceptance of each customer account, you will be required to sign Coverall's customer acceptance form, which will include a general release in favor of Coverall; provided, however, if Franchisee is a resident of Maryland, the general release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law. The customer service agreement for customers accepted by Franchisee will be assigned to Franchisee subject to the terms and conditions of this Agreement and the Customer Assignment and

© 2024 Coverall Service Company

_____/_____
Initial Initial

will become assets of the Franchised Business; provided, however that multi-location customers and those with contracts prohibiting assignment will not be assigned. The Customer Assignment shall be conditional subject to, among other things, payment in full of the financed portion of the Additional Business. Assignment of the customer service agreements shall not prohibit Coverall from selling special services, equipment, chemicals or supplies to Franchisee's customers.

If Franchisee accepts the Additional Business, Franchisee shall pay Coverall a sales and marketing fee pursuant to Paragraph 7B. However, if Franchisee accepts a Premium Account, defined below, the sales and marketing fee will not apply. Instead, Franchisee will pay a fixed percentage per month on that portion of the gross dollar volume of the Premium Account in excess of the dollar volume purchased by Franchisee.

B. Additional Business Requested by Franchisee. If Franchisee wishes to grow its business by obtaining Additional Business from Coverall, and in the event Coverall has Additional Business available to offer Franchisee, Franchisee must pay a sales and marketing fee for the amount of business volume desired. Coverall will have a reasonable time within which to offer the Additional Business.

C. Guarantee. The Additional Business provided by Coverall shall be guaranteed for up to six (6) months from the date Franchisee first services the customer. The guarantee applies only to customers lost **through no fault of the Franchisee. Customers lost because of faulty workmanship, Franchisee's lack of trustworthiness, abandonment of the account, or any other defaults by Franchisee are not guaranteed.** Coverall will replace monthly gross dollar volume of the Additional Business within a reasonable time. Additional Business replaced by Coverall under this guarantee is only guaranteed to the extent that there is time remaining under the original guarantee.

If the account lost by the Franchisee through no fault of the Franchisee within the Additional Business guarantee period is a Premium Account and there are no Premium Accounts of equivalent value available to replace the lost account, Coverall may offer Franchisee one or more commercial janitorial cleaning accounts to replace the lost monthly dollar volume based upon the amount actually paid by Franchisee to Coverall (the percentage of revenue charged for that account) calculated at the then current multiplier (as published in the Coverall Franchised Business Policies and Procedures Manual) at which Coverall's franchisees may purchase Additional Business Volume up to a maximum of $3,030.30 ($10,000 paid by Franchisee divided by 3.3 or the then current multiplier at which Coverall's franchisees purchase Additional Business as published in the Coverall Franchised Business Policies and Procedures Manual) in replacement business owed. For example:

- Assume a $10,000 Premium Account
- Franchisee loses the Premium Account through no fault of Franchisee after the fourth month
- Franchisee paid 10% per month (the maximum allowable charge is 10% per month) for the Premium Account or $4,000 over the four month period
- $4,000 divided by 3.3 (the current multiplier at which Coverall's franchisees purchase Additional Business as published in the Coverall Franchised Business Policies and Procedures Manual) is $1,212.12
- Franchisee is entitled to replacement business owed of $1,212.12.

D. Non-Refundable Sales and Marketing Fee. Except as provided in Paragraph 8C, the sales and marketing fee paid for Additional Business is non-refundable. Should an account designated for Additional Business cancel Franchisees' services for any reason, or should Franchisee abandon the account, Franchisee shall have no claim to a refund of the sales and marketing fee, and shall remain obligated to Coverall to pay the balance due under any financing arrangement.

E. Additional Business Obtained by Franchisee. Franchisee may increase its gross dollar volume of business by directly soliciting new customer accounts to service in accordance with Coverall's policies and procedures. Coverall will train Franchisee in its policies and procedures for soliciting business. Franchisee

© 2024 Coverall Service Company

_____/_____
Initial Initial

shall not pay Coverall any sales and marketing fees for additional customer accounts obtained solely by Franchisee for his or her Franchised Business. Additional customers obtained solely by Franchisee will sign a contract with the Franchisee; and Coverall will provide the Franchisee with a form contract to use. Coverall shall bill and collect from all customer accounts obtained by the Franchisee, unless otherwise agreed in writing by Coverall; and Franchisee shall pay royalty and administrative fees on all customer accounts obtained by Franchisee. **Coverall does not guarantee customer accounts obtained by the Franchisee**.

F. Promotional Business. There may be situations where we will offer Franchisee Additional Business without charging Franchisee the current sales and marketing fee ("Promotional Business"). This Promotional Business volume will be provided within a reasonable amount of time. Promotional Business will not be guaranteed or replaced regardless of whether the customers are lost through no fault of Franchisee.

6. BUSINESS AND SUPPORT SERVICES PROVIDED BY COVERALL.

The services described in this Paragraph 6 are an integral part of Coverall's support system and are provided by Coverall in consideration for an administrative fee payable to Coverall in an amount equal to ten percent (10%) of the amount billed customers for any and all services and supplies provided by Franchisee, payable as described in Paragraph 7E, below.

Coverall shall provide the following services:

A. Initial and Additional Training

(1) Initial Training. The Initial Training Program provided to Franchisee by Coverall, among other things, deals with the operating of a Franchised Business using the System. The Initial Training Program shall be provided to the person(s) signing this Agreement on behalf of Franchisee unless Coverall, in its sole discretion, agrees in writing to allow another designee of Franchisee to attend the Initial Training Program instead of the person(s) signing this Agreement. Other employees of Franchisee, approved by Coverall, may also attend the Initial Training Program. At the Initial Training Program, Coverall will distribute to Franchisee the following: Franchised Business Training Workbook, Coverall Core4 Process Training Workbook and Coverall Franchised Business Owner Policies and Procedure Manual, all of which are confidential, proprietary materials which shall be returned to Coverall upon the expiration or termination of this Agreement.

(2) Additional Training. Any training to be provided to Franchisee or, upon Franchisee's request, to Franchisee's employees, after successful completion of the Initial Training Program, is "Additional Training." Additional Training shall 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 its approved employee(s). Additional Training shall 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 will be scheduled at the request of Franchisee and may be conducted by telephone or in person. The frequency and scheduling of webinars and group seminars will be determined at the sole discretion of Coverall. There is no cost for Additional Training.

(3) Retraining of Franchisee. If (i) within a sixty (60) day period any two customers being serviced by the Franchisee complain to Coverall about Franchisee's faulty workmanship, lack of trustworthiness, or any other claimed default by Franchisee, or (ii) if at any time any customer being serviced by the Franchisee cancels Franchisee's services for faulty workmanship, lack of trustworthiness, or other default under that customer's account contract, or (iii) if, pursuant to Paragraph 10C of this Agreement, Coverall discontinues Franchisee's services to a customer, Coverall may, in any of these events, require retraining of Franchisee ("Retraining"). In the event of Retraining, the time within which to offer or provide any remaining Initial Business and/or Additional Business will be suspended from the time Franchisee is requested to attend retraining until Franchisee completes such Retraining to Coverall's satisfaction.

© 2024 Coverall Service Company

_____/_____
Initial Initial

B. Promotional and Sales Materials. Coverall shall make available to Franchisee promotional or sales materials for use in developing Franchisee's business.

C. Billing, Collection, and Records. Coverall has the exclusive right to perform all billing of customer accounts for services and supplies provided by Franchisee. All customer payments made to Coverall and all credits due Franchisee shall be applied, in whole or in part, to Franchisee's then due or past due obligations under this Agreement and all other agreements, present and future, between Coverall and Franchisee. At the beginning of each month, Coverall shall invoice and collect payment from the customers for all services and supplies provided by Franchisee. On the 27th day of the calendar month following the month in which the services and supplies are provided by Franchisee (if the 27th 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 customers, less amounts due Coverall for the fees described in Paragraphs 7 and 14, as well as insurance premiums, note payments, transfer fees, equipment lease payments, advances, and any other amounts due Coverall or any third party lender through whom Franchisee has financed any purchase from Coverall (collectively, the "Authorized Deductions"). If applicable, Coverall will pay any state sales tax collected from your customers to the appropriate taxing authority.

If a customer discontinues Franchisee's services for any reason, 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, including but not limited to, the balance due on promissory note(s) (principal and/or interest), line of credit or any other financing provided to Franchisee by Coverall. Nothing contained in this Paragraph 6C, however, shall be construed to release the Franchisee from its obligations to Coverall for any amount remaining due after applying the funds received from the discontinued customer.

If a customer that we bill on Franchisee's behalf is delinquent in payment, Coverall may, after discussing the customer with Franchisee, stop invoicing that customer. If Franchisee chooses to continue servicing a delinquent customer, Franchisee does so at the risk of non-payment. Settlement or compromise of delinquent customer obligations may only occur with the consent of the Franchisee.

Coverall shall be entitled to recover from Franchisee all reasonable attorneys' fees, court costs, and expenses, and out-of-pocket costs which may be incurred by Coverall in enforcing payment by any customer accounts and/or payment by Franchisee and Franchisee's lenders, guarantors, or others. Coverall may recover these fees from Franchisee's receivables, and through deductions from Franchisee's gross monthly billings. Coverall may, in its sole discretion, assign to Franchisee (in the form of a written assignment agreement) the right to enforce payment on any delinquent customer account(s) which Franchisee is servicing. This shall include the right of Franchisee to file a lawsuit against the delinquent customer. In the event of such an assignment, Franchisee shall pay any and all attorneys' fees, court costs and expenses necessary to so collect and enforce payment. If, as a result of the assignment, Franchisee collects monies due on a delinquent customer account, Franchisee shall be responsible to Coverall for any unpaid royalties, administrative fees, note payments, and other payments (if any) due Coverall on amounts collected. Franchisee will keep Coverall timely advised as to any legal or other proceedings which Franchisee institutes, including, but not limited to, the outcome. If Coverall files a lawsuit for payment against a delinquent customer and collects, Franchisee will be entitled to receive an amount net of Coverall's royalty and administrative fees and the costs of collection, including attorneys' fees, costs, and expenses. Coverall also has the right to settle and compromise customer obligations, which means that Coverall may (with Franchisee's consent) agree to accept less than the amount owed by the customer. If Coverall agrees to accept less than the amount owed by the customer, Franchisee will be entitled to receive an amount net of Coverall's royalty and administrative fees and the costs of collection, including attorneys' fees, costs, and expenses. Coverall shall also have the right to grant a security interest in the receivables due from the customer accounts.

D. Cash Flow Protection Services. Coverall will advance [loan] to the Franchisee the amounts billed to customers serviced by Franchisee, whether or not those amounts have been collected. Advances will be made no earlier than the 27th day of the first month following the month the services and supplies were provided (if the 27th day of the month falls on a weekend and/or holiday, payment will be made on the next business day).

© 2024 Coverall Service Company

_____/_____
Initial Initial

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 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 the Franchisee, either directly or through Franchise Statement deductions. In addition to our cash flow protection services, we may, in our sole discretion, advance funds to you, for which you will be required to pay a fee that we determine, which will be up to ten percent (10%) of the amount advanced. You will be required to repay the advance, along with the fee, on the 27th day of the month immediately following the month in which the advance is made.

E. Assistance with Customer Relations.

(1) Upon the request of the Franchisee, Coverall shall assist the Franchisee in developing a customer relations program for the benefit of the Franchisee's business.

(2) Coverall will use its best efforts to provide subcontractors or other franchisees of Coverall to perform janitorial services in substitution of Franchisee or Franchisee's employees, for up to two consecutive services, in the event that a bona fide emergency (which, by way of example, would include Franchisee's sudden illness, involvement in an accident, or the death of Franchisee's close relative), prevents Franchisee or its employees from performing the services in a timely and efficient manner. Whether or not an event is a bona fide emergency shall be determined by Coverall in its sole discretion. A vacation is not a bona fide emergency. In addition, if you cease or refuse to service your customer, or if there is a deficiency in your service to a customer which you have not corrected, we may ask another Coverall franchisee, an independent contractor, or a Coverall employee to correct the deficiency or complaint. In the event that Coverall or its subcontractors or franchisees perform substitute services for any reason, Franchisee shall receive no payment for such services rendered by Coverall or its subcontractors or franchisees. Franchisee hereby waives any and all claims, demands, or rights to payments for any such services and further agrees that Franchisee shall not be entitled to any refund, rebate, or reduction of any fees previously paid or promised to Coverall in connection with such services.

7. FRANCHISE AND OTHER FEES; COVERALL FINANCING.

A. Franchise Fee. The "Initial Franchise Fee" is the amount set forth on Page 1, which is payable in cash, United States currency, upon the execution of this Agreement. Coverall may finance a portion of the Initial Franchise Fee. A portion of the Initial Franchise Fee, $5,000.00, is entirely non-refundable, and is the price paid by Franchisee for the grant of the license to use the Coverall Marks and System. The amount financed by Coverall shall be payable in equal monthly installments of principal and interest at the rate of twelve percent (12%) per annum. Payment shall commence on the date set forth on Page 1, and shall continue thereafter on the last day of each consecutive month until paid in full. Franchisee shall execute a promissory note, payable to Coverall, in a form substantially similar to that attached as Exhibit B, reflecting the amount financed. Repayment of the amount financed by Coverall shall be made in accordance with the provisions of Paragraph 6C, through automatic withdrawal (debit) of the payment due from Franchisee's gross monthly billing. If Coverall agrees to temporarily suspend payment on any financed obligation, interest will continue to accrue on the outstanding balance. Coverall reserves the right to outsource the servicing of any financing that it provides to the Franchisee pursuant to Paragraphs 7A, 7B and 7G, to a third party vendor.

B. Sales and Marketing Fee. A sales and marketing fee for Additional Business provided in accordance with Paragraph 5 shall be charged pursuant to this Paragraph 7B. The sales and marketing fee for each customer account or accounts shall be payable at the time an additional customer account or accounts is accepted by Franchisee. If the sales and marketing fee exceeds $150.00, Coverall may agree to finance the fee in an amount and over a repayment period to be agreed upon at such time. The amount financed by Coverall shall be repaid with interest at the rate of twelve percent (12%) per annum over the repayment period. Payment will commence on the 27th day of the first calendar month during the month that Franchisee begins servicing the account related to the amount financed. Franchisee may be required to execute a promissory note, in a form substantially similar to that attached as Exhibit B, reflecting the amount financed. The sales and marketing fee shall be established by Coverall

© 2024 Coverall Service Company

_____/_____
Initial Initial

in its sole discretion. The sales and marketing fee charged for Additional Business shall be the then current fee being charged to all franchisees by Coverall, which may be published in Coverall's Franchised Business Policies and Procedures Manual, or otherwise communicated to the franchisees. Coverall may discount the then current sales and marketing fee from time to time in its sole discretion.

C. Premium Account Fee. A "Premium Account" is a large customer account that has been designated by Coverall, in its sole discretion, as a Premium Account. Premium Accounts are not subject to the sales and marketing fee described in Paragraph 7B. Instead, a Franchisee who accepts a Premium Account shall pay Coverall up to ten percent (10%) of the gross dollar volume of the Premium Account for so long as the Franchisee services the Premium Account. This fee is in addition to the royalty and administrative fee below.

D. Royalty. A royalty in an amount equal to five percent (5%) of the amount billed to Franchisee's customers for any and all services provided by Franchisee, shall be payable monthly no later than the 27th day following the last day of the calendar month in which the services were performed. In the event that the Franchisee fails to service a customer on a scheduled date, even though the customer will not be charged for the missed service, Franchisee shall be required to pay to Coverall the royalty fee on the amount that would have been payable by the customer had the scheduled services been performed by Franchisee.

E. Administrative Fee. An administrative fee, as described in Paragraph 6 hereof, in an amount equal to ten percent (10%) of the amount of the fees billed to Franchisee's customers for any and all services provided by Franchisee, shall be payable monthly no later than the 27th day following the last day of the calendar month in which the services were performed. In the event that the Franchisee fails to service a customer on a scheduled date, even though the customer will not be charged for the missed service, Franchisee shall be required to pay to Coverall the administrative fee on the amount that would have been payable by the customer had the scheduled services been performed by Franchisee.

F Special Services Finder's Fee. A fee shall be charged for special service contracts obtained by Coverall and accepted by the Franchisee. Special service contracts are one-time or periodic cleaning contracts which include, but are not limited to: day porter services, special event cleanup, blind cleaning, light bulb changing, deep cleaning, upholstery cleaning, machine scrub and rinse, strip and finish, scrub and recoat, window cleaning, carpet extraction, carpet encapsulation, and electrostatic disinfection. The amount of the fee shall be fifteen percent (15%) of the total special services contract price, unless Franchisee sells the service to the customer and furnishes all equipment, supplies and labor, in which case no fee will be charged. The amount billed to the customer for special services is subject to Coverall's royalty and administrative fees.

G. Bid and Negotiation Fee. Franchisee may request the services of Coverall to help bid and negotiate a contract for janitorial services with a prospective customer. In order for Franchisee to be able to utilize Coverall's services in this manner, Franchisee must bring to Coverall a bona fide lead. A lead is bona fide if Franchisee has had personal contact with a prospective customer and the prospective customer has requested that Franchisee prepare a bid for janitorial services. If the contract is secured after Coverall has helped bid or negotiate the contract, Franchisee must pay to Coverall a sales commission fee equal to the first month's revenue from that contract. Coverall may agree to finance the sales commission fee in an amount and over a repayment period to be agreed upon at such time. The amount financed by Coverall shall be repaid with interest at the rate of twelve percent (12%) per annum over the repayment period. Payment will commence on the 27th day of the first calendar month during the month that Franchisee begins servicing the account related to the amount financed. If a contract is not secured, no fee will be incurred by Franchisee. Coverall does not guarantee any account that is secured in this manner.

H. Credit Card Fees. In the event that Franchisee accepts a cleaning account in which the customer requires that payment be permitted by credit card, Franchisee must pay to Coverall a credit card fee equal to three percent (3%) of the amount paid by credit card.

© 2024 Coverall Service Company

_____/_____
Initial Initial

8. REFUNDS.

Except as is otherwise provided in this Paragraph 8, Coverall shall have no obligation to refund any portion of any payment made under this Agreement. The provisions of Paragraph 8, however, shall not apply and Coverall will have no obligation to refund any portion of any payment under this Agreement if Franchisee is in breach of any material provision of this Agreement, or any other agreement between Franchisee and Coverall, until all material breaches are cured.

A. Initial Business. Unless you purchase a P-0 Franchise Package, if Coverall does not (i) offer Franchisee, as provided in Paragraph 4A(i), all or any portion of the monthly dollar volume of Initial Business; or (ii) offer Franchisee, within a reasonable time after the expiration of the Initial Business Offering Period, as provided in Paragraph 4A(ii), a volume of Initial Business equal to that which was not unreasonably refused by Franchisee upon its initial, timely offer; or (iii) offer to replace guaranteed monthly dollar volume as provided in Paragraph 4B; then, upon Franchisee's request, Franchisee may be entitled to payment of an amount determined and payable as follows:

(1) Determination of Amount Payable. The monthly dollar volume of Initial Business (i) not timely offered by Coverall to Franchisee under Paragraph 4A(i); or, (ii) not unreasonably refused by Franchisee under Paragraph 4A(ii); or (iii) not replaced by Coverall under Paragraph 4B, as the case may be, shall (a) be multiplied by three and three-tenths (3.3) (the "Gross Recalculated Amount"), (b) less the unpaid cost of the Franchisee's background investigation, and (c) less the $5,000 non-refundable license fee. The resultant figure shall be the "Amount Payable to Franchisee."

(2) Payment of Amount Payable to Franchisee. If, at the time of the determination of the Amount Payable to the Franchisee, the Franchisee is indebted to Coverall, the amount payable to Franchisee shall be first applied to any obligation owed by Franchisee to Coverall. Any balance remaining is paid to the Franchisee in cash or kind.

You are not entitled to a refund if you purchased a P-0 Franchise Package.

B. Additional Business. If Coverall is unable to offer or replace all or any portion of Franchisee's Additional Business within a reasonable period of time, Franchisee's sole remedy shall be a refund of whatever sales and marketing fee was actually paid by Franchisee with respect to such Additional Business. If, at the time of this refund, the Franchisee is indebted to Coverall, this refund shall be applied to Franchisee's indebtedness, before the balance (if any) is paid to the Franchisee.

C. **Sole Remedy. Franchisee acknowledges and agrees that the payment by Coverall to Franchisee of the Amount Payable to Franchisee, as provided in Paragraph 8A, shall be Franchisee's sole remedy in the event of Coverall's (i) failure to timely offer Initial Business; or (ii) failure to offer Franchisee, within a reasonable time after the expiration of the Initial Offering Period, a volume of Initial Business equal to that reasonably refused by Franchisee upon timely offer; or (iii) failure to offer to replace guaranteed Initial Business within a reasonable period of time as provided in Paragraph 4B. Franchisee further acknowledges and agrees that the refund to Franchisee, as provided in Paragraph 8B, shall be Franchisee's sole remedy in the event Coverall is unable to offer or replace any portion of Franchisee's Additional Business. Franchisee agrees that this payment or refund is necessary as it would otherwise be difficult, if not impossible, to ascertain the damages incurred by Franchisee in the event of any failure by Coverall to timely offer or replace Initial Business, or to timely offer or replace Additional Business. The parties agree that such payment or refund is not a penalty, but is a payment which Coverall must provide as liquidated damages as a consequence of Coverall's failure to offer or replace Initial Business, or to offer or replace Additional Business. Upon Coverall's paying Franchisee, as provided in Paragraph 8A or 8B above as the case may be, Coverall shall be released from any obligation to offer or replace the Initial Business, or to offer or replace Additional Business, or to pay Franchisee any other damages. As a condition of the refund you may be required to sign a general release in favor of Coverall; provided, however, if Franchisee is a resident of the**

© 2024 Coverall Service Company

_____/_____
Initial Initial

State of Maryland, the general release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

There may be instances where a refund is not available. The $5,000 license fee is deducted from the Initial Franchise Fee (the "Non-Refundable Fees"). After these Non-Refundable Fees have been deducted from the Initial Franchise Fee, the remaining portion of the Initial Franchise Fee, if any, are the only funds from which a refund can be calculated. Also, you are not entitled to a refund of any portion of the Initial Franchise Fee if you purchase a P-0 Franchise Package.

9. FRANCHISEE BUSINESS OPERATIONS.

A. Franchisee To Attend Training Course. Franchisee shall attend and complete to Coverall's satisfaction the Initial Training Program provided by Coverall to all new franchisees, and any other training courses that Coverall may subsequently prescribe from time to time, at Franchisee's sole cost and expense. Coverall may, in its sole discretion, agree in writing to allow a designee of Franchisee to attend the Initial Training Program instead of Franchisee. Franchisee's employees may also attend training. While there is no charge for the initial training, Franchisee shall be charged a fee for retaking the Initial Training Program, including any retraining required under Paragraph 6.A.3. The fee for the retaking of initial training courses and the manner of payment shall be as provided in Paragraph 7G.

B. Franchisee to Abide by Policies and Procedures. Franchisee shall be free to conduct its business as it may deem best in providing services to its customers, independently of the supervision, management, and control of Coverall**.** However, Franchisee understands and acknowledges that every detail of the 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 Coverall on its franchisees' behalf and all franchisees operating under the System, and (iii) protect Coverall's reputation and goodwill. Franchisee agrees to operate its business and provide service to customers in a manner consistent with the procedures, methods, and standards established in training programs, all manuals and directives, which shall include, but shall not be limited to, the Coverall Franchised Business Policies and Procedures Manual (the "Policies and Procedures Manual"), as it may be amended from time to time, and/or other policies or procedures which Coverall may issue from time to time. Franchisee shall refrain from operating in any manner which reflects adversely on Coverall's Marks or System. 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.

Franchisee agrees to abide by, and to supervise Franchisee's employees to assure their compliance with, the terms of the Policies and Procedures Manual, as it may be amended from time to time, and that Franchisee will be bound by those changes.

C. Franchisee to Abide by all Laws. Franchisee agrees to abide by all of the terms of this Agreement and all federal, state and local laws, OSHA requirements, and regulations of all government agencies having jurisdiction over the customer's premises or the activities conducted by Franchisee and all industry standards. Franchisee shall be responsible for all personal property, use, and other taxes assessed by governmental agencies. Franchisee shall be responsible for personal self-employment, income, and other taxes required to be withheld and hereby assumes full responsibility for payment of the employer's portion of any social security and other taxes required to be withheld for all of Franchisee's employees. Franchisee shall also pay and/or withhold taxes and premiums for unemployment and worker's compensation insurance for itself and all of its employees, as required by law. Franchisee shall provide Coverall, upon demand, proof of payment of all taxes due and compliance with all laws. Franchisee shall be responsible for all employment decisions and functions of its Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compliance with federal immigration laws, record keeping, supervision, and discipline of employees and order and sequence of work.

D. 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

© 2024 Coverall Service Company

_____/_____
Initial Initial

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.

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.

F. Quality Control Standards. Franchisee realizing that quality control and uniformity are important to the integrity of the Coverall System and brand, agrees to use in its business only apparel, equipment, supplies, products, sales and promotional materials, control forms and other business forms as are prescribed or permitted by Coverall. Franchisee agrees that it and its employees will wear approved apparel and identification badges while servicing Franchisee's customers. Franchisee shall maintain a safe place of business in compliance with all federal, state and local laws and regulations, and all industry standards. Franchisee shall use its best efforts to procure qualified, competent, and conscientious employees and shall maintain a neat, clean, safe, and orderly operation in keeping with standards established by Coverall through its training and policies and procedures and agrees to devote sufficient time and effort to its business. Franchisee hereby permits Coverall to observe and evaluate from time to time the performance and quality of services by Franchisee.

G. Modification to the System. Franchisee understands and agrees that due to changes in competitive circumstances, presently unforeseen changes in the needs of the market, changing customer and consumer demands, presently unforeseen technological innovations, and for protection of the Marks, the System must be subject to modification in order that it best serves the interests of CNA, Coverall, Franchisee, and the System. Accordingly, Franchisee expressly understands and agrees that CNA or Coverall may from time to time alter, modify, or change the components of the 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 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 System at the time of the execution of this Agreement. Failure by Franchisee to timely adopt the modifications is a material breach 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.

H. Franchisee's Use of the Marks and System. Franchisee agrees that it is not authorized to use the Marks or Substitute Marks or the System in any capacity other than as provided in this Agreement.

I. Coverall's Right to Audit. Franchisee agrees to keep true and accurate business records and books of account which shall be open to inspection 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.

J. Customer List. Upon Coverall's written request, Franchisee shall provide Coverall with a list of all cleaning customers for which Franchisee is and/or was providing cleaning services.

© 2024 Coverall Service Company

_____/_____
Initial Initial

K. Computer Equipment. Franchisee must have access to a personal computer or other 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. Franchisee must provide Coverall with an electronic mail address and cell phone number.

L. Websites and Social Media. Coverall alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the Coverall System. Any websites or other modes of electric commerce that Coverall establishes or maintains may – in addition to advertising and promoting the products, programs or services available at Coverall businesses – also be devoted in part to Coverall's offering Coverall franchises for sale and be utilized by Coverall to exploit the electronic commerce rights which Coverall reserves. Franchisees must not maintain its own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with the Franchise; establish a link to any website Coverall establishes at or from any other website or page; or, at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the "Coverall" name or any confusingly similar name. Coverall alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any Coverall website Coverall establishes and maintains, including all material Franchisee may furnish to Coverall. Franchisee may not maintain a social media page (including, without limitation Facebook, Instagram or Twitter) or otherwise maintain a presence or advertise on the internet, through social media without Coverall's prior written approval (which may be withheld, conditioned or delayed for any or no reason). Notwithstanding anything in the foregoing to the contrary, in the event Coverall approves any such presence, such presence must at all times conform to Coverall's then-current standards, specifications and social media and electronic commerce policies, as Coverall may establish and modify from time to time.

10. FRANCHISEE SERVICE TO CUSTOMERS.

The parties agree that it is of the utmost importance that the services provided by Franchisee to the consuming public be consistent and adhere to those uniform standards of quality associated with the System and serve to enhance the reputation and goodwill associated with the Mark "COVERALL." Franchisee thus acknowledges that the requirements of this Paragraph are necessary to assure continuing public acceptance and patronage of the System.

A. Franchisee to Contact Customers. Communication between the Franchisee and the customer is important for understanding the needs of the customer and knowing whether or not the service being performed by the Franchisee is satisfactory. Therefore, it is important for the Franchisee to develop a strong relationship with the contact person at its customer accounts. To facilitate customer account retention, Franchisee shall contact each customer account serviced by Franchisee on a monthly basis. For each month commencing on the date that Franchisee begins servicing the customer account, Franchisee must contact the customer either in person or by telephone and obtain a rating of Franchisee's performance. Franchisee must complete an Account Contact Report for each customer contacted and submit them to Coverall no later than the 5th day of the month following the contact. This obligation is continuing.

B. Franchisee to Furnish Staff, Equipment, Materials, and Supplies. Attached to this Agreement as Exhibit A is a list of the initial equipment and supplies you will need to purchase for your Franchised Business in accordance with our specifications. You may elect to purchase any of the offered packages, regardless of which Franchise Package you purchase. Thereafter, Franchisee will replace such equipment and supplies as needed and will provide all staff, other equipment, materials, tools, and other supplies necessary to service its customers and as may be specified by its customers. In order to protect the goodwill associated with the Marks, all services will be performed in a good and workmanlike manner, satisfactorily to the customer for whom services are

© 2024 Coverall Service Company

_____/_____
Initial Initial

performed and in accordance with CNA and Coverall performance standards. Coverall may, at any time, inspect any premises serviced by Franchisee to assure that the quality of the services rendered is in accordance with Coverall System standards. If Franchisee desires to cease servicing a customer account, Franchisee must give Coverall ten (10) days' written notice before ceasing such service; in such event any remaining guarantee on the account shall be deemed to have been fulfilled, and Coverall shall have no obligation to replace the account. Franchisee shall remain liable to pay any outstanding balances on any financing from Coverall related to any customer account abandoned by Franchisee.

C. Protection of the Goodwill of the System. Coverall, the System and Marks, and Coverall's Franchisees benefit from CNA's goodwill, which arises out of Coverall's and CNA's reputation in the market place. In order to protect Coverall and its Franchisees from the harm that arises from Franchisee activities that diminish Coverall's or CNA's goodwill and Marks, Franchisee agrees that Coverall has the right to discontinue Franchisee's services to any Customer upon the occurrence of any of the following:

(1) Franchisee fails to perform its obligations to the customer's satisfaction pursuant to the spirit and intent of this Agreement or the janitorial cleaning services contract; or

(2) The customer has lodged an oral or written complaint with Coverall, or Coverall has given Franchisee written notice of its failure to perform delivered by mail or in person and five (5) days after the delivery of such notice either the customer or Coverall is not satisfied that the Franchisee has performed; or

(3) Franchisee received three (3) written notices of failure to perform within a period of sixty (60) consecutive days, regardless of whether the Franchisee cured the deficiencies; or

(4) Coverall receives a request from a customer to terminate its contract with the Franchisee; or

(5) Coverall receives a request from a customer to replace the Franchisee; or

(6) Franchisee services any customer other than as a franchisee of Coverall; or

(7) Franchisee fails to service a customer on any two (2) occasions within a period of sixty (60) days; or

(8) Franchisee ceases or refuses to service, or discontinues servicing, a customer for any reason without Coverall's consent; or

(9) Franchisee engages in conduct that reflects materially and adversely upon the operation and reputation of CNA's, Coverall's, and/or Franchisee's business(es) or the Marks or the System.

Franchisee agrees that Franchisee shall not be entitled to replacement of any customer lost because of the foregoing events, or to any waiver, refund, rebate, or reduction of any fees previously paid or payment obligation in connection with any customer lost pursuant to the provisions of this Paragraph 10. Coverall reserves the right to apply any amount received from any customer who cancels Franchisee's services for any reason to any debt owed by Franchisee to Coverall.

D. Voluntary Abandonment of Customer Accounts by Franchisee. If Franchisee desires to cease servicing a customer account, Franchisee must give Coverall ten (10) days' written notice before ceasing service; in such event any remaining guarantee on the account shall be deemed to have been fulfilled, and Coverall shall have no obligation to replace the account, and if the customer cancels its contract with Coverall, Franchisee shall remain liable to pay any outstanding balance due on any financing related to the customer account abandoned by Franchisee.

© 2024 Coverall Service Company

_____/_____
Initial Initial

E. Response to Complaints. If Coverall learns that a cleaning customer serviced by Franchisee has complained of a deficiency in Franchisee's performance, or if Coverall as a result of its own inspection (formal or informal) determines, in its sole discretion, that such a deficiency in Franchisee's performance exists, Coverall shall either communicate directly with the Franchisee by telephone, leave a message at Franchisee's home or business, or contact Franchisee's cell phone, regarding the complaint or deficiency. After Coverall has so communicated with Franchisee, left a message or contacted Franchisee's cell phone, Franchisee shall be required within two (2) hours after the opening of the subject cleaning customer's place of business on the next business day, or at such time as is requested by the cleaning customer, to visit the customer's premises to discuss this complaint or deficiency with that customer and to perform necessary corrective action to that customer's satisfaction.

11. KEYS AND SECURITY.

Franchisee shall be responsible for all keys to a customer's premises and shall observe all security systems and precautions necessary or required at the customer's premises. If services to a customer are discontinued for any reason, or if this Agreement is terminated for any reason, Franchisee agrees to return all keys and security codes and cards before noon of the next service date, or sooner if the customer requires, to either Coverall or the customer as directed by Coverall. The parties agree that Coverall's damages for Franchisee's failure to comply with this provision are not susceptible to reasonably precise quantification and therefore agree that Franchisee will pay Coverall, as liquidated damages and not as a penalty, $500 per day for each day of non-compliance, or the then current rate as established in the Policies and Procedures Manual.

Coverall requires Franchisee to disclose whether Franchisee has been arrested or convicted of a crime. An affirmative answer may exclude Franchisee as a franchisee under this Agreement. Coverall also reserves the right to conduct background investigations of Franchisee. If, as a result of an investigation conducted within ten (10) days of the execution of this Agreement, Coverall determines that Franchisee has, in fact, been arrested or convicted of a crime other than a traffic misdemeanor, Coverall reserves the right to terminate or rescind this Agreement. In such event, Coverall will return the Initial Franchise Fee, without interest, less $1,000 as liquidated damages, not as a penalty, but as an estimate of actual damages in light of the difficulty in determining with certainty the precise extent of actual damages. Nothing in this paragraph shall affect Coverall's rights under Paragraph 17 of this Agreement.

12. RESTRICTION ON USE OF CONFIDENTIAL INFORMATION.

Franchisee agrees to use and permit the use of the Confidential Information (as defined below) solely in connection with the operation of the Franchise and during the Term. Franchisee must only divulge such Confidential Information to Franchisee's operational personnel as is necessary for each to perform his/her functions and then only on a "need to know" basis. Franchisee agrees to take all necessary precautions to insure that these individuals maintain the Confidential Information in confidence and comply with the confidentiality provisions of this Agreement. Franchisee shall never (whether during the Term, or any time after the Agreement expires, transfers or terminates) divulge or use any of the Coverall System or Confidential Information for the benefit of Franchised Business, Franchisee's owners or any third party (including any person, business entity or enterprise of any type or nature), and shall not directly or indirectly aid any such third party to imitate, duplicate or "reverse engineer" any of the Confidential Information. Except as authorized in this Agreement, Franchisee agrees never to copy, duplicate, record or otherwise reproduce any of the Confidential Information or portion or aspect of the Coverall System, in whole or in part; otherwise share it with any other third party individual or entity; store it in a computer or other electronic format; or, otherwise make it available to any third party by any other means whatsoever. Upon the expiration or termination of this Agreement, Franchisee agrees to return to Coverall such Confidential Information as Coverall requests (including customer lists and records; all training materials and other instructional content; financial and non-financial books and records; the

© 2024 Coverall Service Company

_____/_____
Initial Initial

Manuals; and, computer databases, software and manuals) which is then in Franchisee's possession or, upon Coverall's request, destroy all or certain such Confidential Information and certify such destruction to Coverall. It is specifically understood that all customer lists or information adduced by Franchise is Coverall's property, not Franchisee's property, and you shall never contend otherwise.

"Confidential Information" means all information, knowledge, trade secrets or know-how utilized or embraced by the Coverall System or which otherwise concerns Franchised Business's or Coverall's systems of operation, programs, services, products, customers, practices, materials, books, records, manuals, computer files, databases or software. Confidential Information includes (without limitation): all elements of the Coverall System and all products, services, equipment, technologies, policies, standards, requirements, criteria and procedures that now or in the future are a part of the Coverall System; the Manuals; all specifications, sources of supply, all procedures, systems, techniques and activities employed by Coverall or by the Franchised Business in the offer and sale of products and/or services at or from the Franchise; all pricing paradigms established by Coverall or by the Franchised Business; all of Coverall's or Franchised Business's sources (or prospective sources) of supply and all information pertaining to same (including wholesale pricing structures, the contents of sourcing agreements and the identity of suppliers); all information pertaining to Coverall advertising, marketing, promotion and merchandising campaigns, activities, materials, specifications and procedures; all customer lists and records generated and/or otherwise maintained by the Franchised Business; Coverall's training and other instructional programs and materials; all elements of Coverall's recommended staffing, staff training and staff certification policies and procedures; all communications between the parties (including the financial and other reports submit to Coverall under this Agreement); all other systems and methods of operations which Coverall employs now or in the future; and, all other information, knowledge and know-how which either Coverall or its affiliates, now or in the future, designate as confidential.

13. 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 or any of Coverall's property or business. Franchisee hereby acknowledges that it has no authority to sign on behalf of Coverall any checks, drafts, leases, bonds, mortgages, documents, bills, contracts, bills of sale or any other instruments in writing.

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 obtain all applicable business licenses and/or registrations from all local or state agencies having jurisdiction over Franchisee's business, as required. Franchisee shall furnish Coverall proof that Franchisee obtained the applicable business licenses and registrations. Coverall requires Franchisee to establish a business checking account for use in connection with Franchisee's business.

Franchisee acknowledges and agrees that Franchisee, its owners and its employees are **not** employees of Coverall; that Franchisee intended to buy a Franchised business; and that Franchisee does not intend that it or its owners or employees are to become employees of Coverall. Franchisee hereby further irrevocably affirms, attests and covenants its understanding that Franchisee's employees are employed exclusively by Franchisee and in no fashion is any such employee either employed, jointly employed or co-employed by Coverall. Franchisee further affirms and attests that each of its employees is under the exclusive dominion and control of Franchisee and never under the direct or indirect control of Coverall in any fashion whatsoever. Franchisee alone hires each of its employees; sets their schedules; establishes their compensation rates; and, pays all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/Affordable Care Act contributions/unemployment insurance premiums). Franchisee alone has the ability to discipline or terminate its employees to the exclusion of Coverall, which has no such authority or ability. Franchisee also affirms and attests that any recommendations it may receive from Coverall regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist it to efficiently

© 2024 Coverall Service Company

_____/_____
Initial Initial

operate its Franchised Business, and that Franchisee is entirely free to disregard Coverall's recommendations regarding such employee compensation. Moreover, Franchisee affirms and attests that any training provided by Coverall for Franchisee's employees is geared to impart to those employees, with ultimate authority, the various procedures, protocols, systems and operations of a Franchise and in no fashion reflects any employment relationship between Coverall and such employees. Finally, should it ever be asserted that Coverall is the employer, joint employer or co-employer of Franchise or any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agrees to assist Coverall in defending said allegation, including (if necessary) appearing at any venue requested by Coverall to testify on Coverall's behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that Coverall is the employer, joint employer or co-employer of Franchisee or any of Franchisee's employees). To the extent Coverall is the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of Franchisee, then should any such appearance by Franchisee be required or requested by Coverall will recompense Franchisee the reasonable costs associated with Franchisee appearing at any such venue (including travel, lodging, meals and *per diem* salary).

Franchisee is a business owner 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 determination by a state or federal agency or court that Franchisee is an employee of Coverall.

14. INSURANCE.

Franchisee shall be responsible for and shall indemnify and hold Coverall harmless for all losses, damages to property, or injuries to persons arising out of or connected with the performance or non-performance of Franchisee's business and services to customers, including any claimed damages for breach of security and claims or demands for damages resulting therefrom of whatever nature. Franchisee will obtain janitorial bonding in an amount not less than $100,000. Franchisee further agrees to maintain 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; as well as comprehensive automobile liability, including personal injury and property damage insurance, in the minimum amount of $50,000, or the amount required by state law, whichever is higher; which policy: i) shall identify the Franchisee's business name as the named insured on the policy; ii) shall name Coverall as an additional insured on a primary and non-contributory basis and include a waiver of subrogation; iii) may not contain an exclusion for property in Franchisee's care, custody, and control; iv) is strongly recommended that you obtain an endorsement that provides coverage for bodily injury, property damage, loss and personal injury resulting from building, cleaning and maintenance operation in a limit no less than the CGL required policy limits written on an occurrence basis; and v) umbrella shall follow form. In addition to the above, if any account serviced by Franchisee requires higher insurance coverage or a type of insurance not specified herein, Franchisee will, at Franchisee's expense, obtain such insurance. Failure to do so will result in loss of that account. Franchisee agrees to submit a full copy of all insurance policies to Coverall (not a binder cover page) evidencing its compliance with the above mentioned insurance requirements prior to servicing any customer and prior to expiration or cancellation of any policy.

Franchisee shall obtain workers' compensation insurance for itself and its employees in the amounts specified in the Policies and Procedures Manual, as modified or revised from time to time, or the statutory limits, whichever are greater. Franchisee will also obtain employer's liability insurance in an amount of no less than $100,000.00 each accident for itself and all of its employees, and shall comply with all state and federal laws to maintain a proper unemployment insurance account.

© 2024 Coverall Service Company

Coverall reserves the right from time to time to increase or decrease the minimum insurance limits. Changes shall be reflected in the Policies and Procedures Manual as it may be modified or revised and/or by providing Franchisee with a written notice stating the changes.

Franchisee further agrees that all such insurance policies maintained by Franchisee shall be written by an insurance company (companies) in good standing and in compliance with all state and federal insurance laws and insurance regulatory agencies. Franchisee shall provide Coverall with thirty (30) days' written notice prior to the cancellation or termination of any insurance policy as defined herein. All insurance policies shall name Coverall as an additional insured.

Franchisee shall provide Coverall with proof (comprising copies of entire policies and not binder cover pages) of the above coverages and bond prior to the Franchisee commencing work on any customer account. 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 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, as provided in Paragraph 6C hereof. Types and amounts of insurance required to be procured by Franchisee limits may be modified, and the policy limits may be changed, from time to time by Coverall, in its sole discretion, by written notice to Franchisee through modification of policies and procedures, in the Policies and Procedures Manual, as it may be amended from time to time, or other reasonable manner.

Coverall may allow Franchisee to participate in a group insurance plan which provides the above required comprehensive liability insurance and bonding to Coverall and its participating franchisees through an insurance company that names Coverall and Franchisee as insureds. The cost of this liability insurance and janitorial bonding provided through Coverall's Business Protection Plan will include, in addition to the premium, an administrative fee, and service charge as determined by Coverall, which shall be paid to Coverall. Coverall may also allow Franchisee to participate in an insurance plan which provides workers' compensation insurance for Franchisee and/or Franchisee's employees, although such insurance is not currently available in all states in which we do business. Premiums for the above plans may vary in different states and may change from year to year. The plans are subject to change, modification, and/or cancellation. Future changes in premiums, coverages, etc. will be set forth in the Policies and Procedures Manual. The premiums paid by Franchisee to participate in the Coverall Business Protection Plan and for workers' compensation insurance may exceed the cost to Coverall. These excess funds are retained by Coverall and inure solely to the benefit of Coverall. Franchisee may be able to obtain the required insurance on its own for less than the cost of participating in the Coverall Business Protection Plan.

15. INDEMNIFICATION.

Franchisee Business 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, defend and hold harmless Coverall and its parent companies, subsidiaries, and affiliates, and the stockholders, owners, directors, officers, agents, and employees of each, and all other Coverall Franchised businesses (collectively, "Coverall Indemnitees") from any and 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) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to any element of Franchisee's establishment and operation of the Franchise, including (without limitation) any personal injury, death or property damage suffered by any customer, visitor, operator, employee or guest of the Franchise; any failure to comply with or violation of any laws, rules and regulations; any claims that Coverall is the employer, joint-employer or co-employer of Franchisee or Franchisee's owners, directors, managers, shareholders, members, agents or employees; any crimes committed on or near any of the premises, facilities of the Franchised Business or vehicles used by the Franchised Business; all acts, errors, neglects or omissions engaged in by Franchisee, the owners, officers, directors, management, employees, agent,

© 2024 Coverall Service Company

_____/_____
Initial Initial

servants, contractors, partners, proprietors, affiliates or representatives of Franchisee (or any third party acting on Franchisee's behalf or at Franchisee's direction), whether in connection with the Franchised Business or otherwise, including (without limitation) any property damage, injury or death suffered or caused by any vehicle serving the Franchised Business; and, any action by any customer of Franchisee or any other facility of the Franchised Business. For avoidance of doubt, Franchisee's indemnification obligation applies to suits, proceedings, claims, losses, damages, liabilities, or actions brought by Franchisee itself or any of its owners, directors, managers, shareholders, members, agents or employees.

Franchisee agrees to give Coverall written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Coverall Indemnitee within three (3) days of Franchisee's actual or constructive knowledge of it. At Franchisee's expense and risk, Coverall may elect to assume (but under no circumstance will Coverall be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. However, Coverall will seek Franchisee's advice and counsel and keep Franchisee informed with regard to the defense or contemplated settlements. Coverall's undertaking of defense and/or settlement will in no way diminish Franchisee's obligation to indemnify Coverall and the other Coverall Indemnitees and to hold Coverall and them harmless.

Coverall will have the right, at any time Coverall considers appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions Coverall considers expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in Coverall's sole judgment, there are reasonable grounds to do so. Under no circumstance will Coverall or the other Indemnitees be required to seek recovery from third parties or otherwise mitigate our or their losses to maintain a claim against Franchisee. Franchisee agrees that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by Coverall or the other Coverall Indemnitees from Franchisee. The indemnification obligations of this Section will survive the expiration or sooner termination of this Agreement.

16. ASSIGNMENT.

A. Coverall's Right to Assign the Franchise Agreement. Coverall may, without the consent of the 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. Specifically, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Coverall or CNA, as applicable, may sell its assets, the Marks, or the System outright to a third party; may engage in a private placement or public offering; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments, and dispositions, Franchisee expressly and specifically waives any claims, demands, or damages arising from or 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 or CNA's exercise of any rights granted by this Paragraph 16A.

B. Franchisee's Right to Assign the Franchise Agreement.

(1) An assignment is defined as a voluntary or involuntary, direct or indirect, assignment, transfer, sale, gift, or other disposition by the Franchisee or any of its owners of any interest in this Agreement, the ownership of the Franchisee entity, or the Franchised Business, which assignment includes, without limitation: (i) assignment of ownership of stock, partnership or membership interest; (ii) adding a member to the limited liability company that owns the Franchised Business; (iii) merger or consolidation or issuance of securities representing an ownership interest in the franchisee business of more than 5% of the stock; (iv) assignment in a divorce, insolvency, partnership, or corporate dissolution proceeding or otherwise by operation of law; (v) assignment in the event of disability of the Franchisee or the owner of Franchisee; and (vi) assignment in the event

© 2024 Coverall Service Company

of death of the Franchisee or an owner of Franchisee, by will, declaration of or transfer in trust, or under the laws of intestate succession (collectively, "Assignment").

(2) Franchisee may, with the written consent of Coverall obtained after thirty (30) days prior written notice to Coverall, which consent will not be unreasonably withheld, transfer or assign all or part of its interest in this Agreement or the Franchised Business, or its ownership interest in the Franchisee, provided: (i) Franchisee provides Coverall a copy of any written agreements relating to the proposed Assignment or transfer, and any additional information which Coverall may require in order to determine whether it will grant its consent to the proposed assignment or transfer, including but not limited to, background investigations of the assignee(s); (ii) if an Assignment is of 100% of Franchisee's interest in the Franchised Business or this Agreement, the assignee enters into the 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; (iv) 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, and its principals, executes confidentiality and non-competition agreements in assignee's favor and in Coverall's favor with terms and conditions the same as the non-competition covenants in Paragraphs 12 and 19 of 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; however, if the Franchisee is a resident of the State of Maryland, the general release will not apply to any liability under the Maryland Franchise Registration and Disclosure law; and (viii) the shareholders of any corporate entity, members of any limited liability company or partners of any partnership assignee comply with the guaranty provisions of Paragraph 33 of this Agreement and execute the Confidentiality Agreements.

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

(4) 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 amount of time after the assignee successfully completes the Initial Training Program, provided in Paragraphs 6 and 9.

(5) If at the time of an assignment of this Agreement, Franchisee is performing cleaning services ("services") on any accounts which will be transferred to assignee, the assignee shall, within forty-five (45) days from the date of the assignment, complete, to Coverall's satisfaction, the Initial Training Program, as provided in Paragraphs 6 and 9. Until assignee completes the initial training to Coverall's satisfaction, the assignor shall supervise the cleaning of the assignee's 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 dollar volume of business 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 fails to satisfy the requirements of Paragraph 10, or otherwise breaches the terms of the Franchise Agreement.

(6) Franchisee understands, acknowledges and agrees that Coverall is an intended third-party beneficiary of all Service Agreements that Franchisee enters into and Coverall and its affiliates have the absolute right to enforce all of the terms and provisions of the Service Agreements should Franchisee fail or otherwise refuse to do so. Notwithstanding the fact that Coverall is a third party-beneficiary to such Service Agreements as described above, Coverall is not a party to such Service Agreements and Coverall is not responsible for any of the duties, obligations or requirements imposed on Franchisee by such Service Agreements or any liabilities of Franchisee associated with such Service Agreements, and as a consequence, Franchisee and the customer must covenant never to commence any

© 2024 Coverall Service Company

_____/_____
Initial Initial

action or proceeding against Coverall, file any complaint with any regulatory authority concerning Coverall or otherwise assert any claim against Coverall or in any way seek to hold Coverall liable for any performance or non-performance under such Service Agreement.

C. Franchisee's Right to Transfer Customers. Franchisee must obtain Coverall's written consent before transferring customers to another franchisee, which consent will not be unreasonably withheld. Any such assignee must be a Coverall franchise owner (who must be in good standing with Coverall). A transfer fee, equal to ten percent (10%) of the regular monthly service volume under the applicable account, not to exceed $100.00 per account assigned, may be assessed by Coverall.

D. Coverall reserves the right to approve any individual or entity that Franchisee intends to add as a partner, shareholder or member, which approval shall not be unreasonably withheld. The proposed partner, shareholder or member may be required by Coverall to submit to a background investigation, the cost of which shall be paid by the Franchisee.

17. DEFAULT AND TERMINATION.

A. Coverall may terminate this Agreement, effective upon delivery of written notice of termination to Franchised Business, if:

(i) Franchised Business (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) Franchised Business becomes insolvent, admits in writing the inability to pay Franchised Business's monetary obligations as they mature, is adjudicated 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) Franchised Business makes an unauthorized assignment of this Agreement or the Franchise;

(iv) Franchised Business (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 the death or disability of all of Franchised Business's owners, this Agreement or ownership interest in the Franchise has not been assigned in accordance with the provisions of Paragraph 21 of this Agreement; or

(vi) Franchised Business 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 Franchised Business and Coverall, or any Service Agreement, whether or not it corrects the failure after receipt of written notice.

(vii) Franchised Business fails to pay any taxes due and owing by Franchised Business (including employee taxes) when due.

(viii) Franchised Business does not use the Marks solely in the manner and for the purposes directed by Coverall in this Agreement, the Manuals or otherwise.

(ix) Franchised Business does not indemnify Coverall as required by this Agreement.

© 2024 Coverall Service Company

_____/_____
Initial Initial

(x) By act or omission, Franchised Business permits a continued violation in connection with the operation of the Franchised Business of any law, ordinance, rule or regulation of a governmental agency, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief.

(xi) Franchised Business fails to obtain or maintain any required permit, certificate or other governmental approval required either by this Agreement or applicable law, rule or regulation, or fails to operate as a business entity and maintain such business entity in good standing at all times throughout the term of this Agreement.

(xii) Franchised Business employs any individual who is not eligible for employment in the United States under any federal, state, local or other law, rule or regulation.

(xiii) Franchised Business or any owner, member, shareholder, director or manager (as applicable) of Franchised Business is convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which Coverall reasonably believes is related to Franchised Business's operation of the Franchise, or is likely to have an adverse effect on the System, the Marks, the goodwill associated with the Marks or Coverall's interest in the System or Marks.

(xiv) Franchised Business or any owner or principal of Franchised Business purports to transfer any rights or obligations under this Agreement, any interest in Franchised Business or the Franchise to any third party in violation of the terms of this Agreement.

(xv) Franchised Business does not comply with the covenant not to compete during the term of this Agreement; violate the restrictions pertaining to the use of Confidential Information contained in this Agreement; or, does not obtain the execution of the additional covenants required by this Agreement.

(xvi) Franchised Business takes, withholds, misdirects or appropriates for its own use any funds withheld from its employees' wages which should have been set aside for the Franchise's employee taxes, FICA, insurance or benefits; wrongfully take or appropriate for Franchised Business's own use Coverall's property or funds; systemically fail to deal fairly and honestly with Franchised Business's employees, customers or suppliers; or knowingly permits or, having discovered the facts, fails to take any action against or to discharge any agent, servant or employee who has embezzled Coverall's funds or property or that of any customers or others.

(xvii) Franchised Business makes a willful misrepresentation or does not make a material disclosure required by any governmental authority regarding any matter involving or affecting the operations of the Franchise.

(xviii) Franchised Business interferes or attempts to interfere with Coverall's contractual relations with other franchisees, customers, employees, advertising agencies or any third parties.

(xix) Franchised Business operates its Franchise in a fashion that, in Coverall's sole judgment, in any way jeopardizes the life, health or safety of the general public, Franchised Business's customers and/or Franchised Business's employees. If Franchised Business does so, then not only may Coverall terminate this Agreement upon notice, but Franchised Business agrees that Coverall may either beforehand or concurrently direct Franchised Business to immediately cease operations of its Franchise; Franchised Business shall immediately comply with such direction (which may be given orally or in writing); and, Franchised Business shall hold Coverall and the Coverall Indemnitees harmless from and against any claims whatsoever relating to our direction to cease operations of the Franchise.

© 2024 Coverall Service Company

_____/_____
Initial Initial

(xx) Franchised Business makes any use of Coverall's Confidential Information and/or Marks not specifically authorized by this Agreement or Manuals, or Franchised Business directly or indirectly utilizes or devotes same for the benefit of any individual or entity other than Franchise.

(xxi) Franchised Business interferes or attempts to interfere with Franchised Business's ability or right to franchise or license others to use and employ the System and/or Marks.

(xxii) Franchised Business engages in any act or conduct, or fail to engage in any act or conduct, which under this Agreement specifically authorizes Coverall to terminate this Agreement immediately upon notice to Franchised Business.

(xxiii) Franchised Business fails a background check.

(xxiv) Franchisee's monthly billings are below Five Hundred Dollars ($500.00) for two (2) consecutive month or for each of any three (3) months in a six (6) month period and Franchisee fails to increase monthly billings to meet or exceed this minimum within sixty (60) days after delivery of written notice from Coverall.

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

(i) Franchised Business breaches this Agreement, any other agreement between Franchised Business and Coverall, or any Service Agreement; or

(ii) Franchised Business abandons the Franchised Business by failing to actively operate the Franchised Business for a period of ninety (90) consecutive days.

C. Coverall may terminate this Agreement, effective thirty (30) days after delivery of written notice of termination to Franchised Business (unless emergent circumstances make a shorter notice period necessary in Coverall's reasonable business judgment), in the event there is a change in applicable law that, in Coverall's reasonable business judgment, results or threatens to result in Coverall being deemed the employer, joint employer, co-employer or to have an employment (rather than independent contractor) relationship with Franchised Business or its employees. For the avoidance of doubt, if Coverall exercises this right, Coverall shall be entitled to terminate this Agreement without penalty or payment of compensation or damages and without the need to obtain the authorization of any third party of any arbitral, judicial or administrative resolution.

D. Any continuance of business relations between Franchised Business and Coverall after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, extension or continuation of this Agreement unless Franchised Business and an authorized officer of Coverall agree in writing to any such renewal, extension or continuation.

E. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits Coverall's rights to terminate this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by such laws and regulations. Coverall will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

F. Franchised Business's failure to timely cure any breach of its obligation to make payments of Royalties, Support Fees or any other monies due and owing to Coverall or Coverall's affiliates under this Agreement, or to timely cure any other material breach of this Agreement committed by Franchised Business, in either instance following our notice to Franchised Business that Franchised Business has committed a breach of this

© 2024 Coverall Service Company

_____/_____
Initial Initial

Agreement and granting Franchised Business an opportunity to cure said breach, will be irrevocably deemed to constitute Franchised Business's unilateral rejection and termination of this Agreement and all related agreements between Franchised Business and Coverall or Coverall's affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from Coverall, and Franchised Business shall never contend or complain otherwise.

18. PROCEDURES AFTER TERMINATION.

Upon expiration, termination, or assignment of this Agreement for any reason, 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 and shall remain an ongoing obligation of Franchisee:

A. Immediately pay to Coverall all monies due to the date of termination and cease doing business in accordance with the provisions of Paragraph 19. Any amounts due Coverall at or after Franchisee's termination may be offset against any amounts collected by Coverall for services rendered by Franchisee.

B. Immediately and permanently discontinue the use of 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 the Coverall® organization.

C. Promptly surrender to Coverall all stationery, letterheads, forms, manuals, printed matter, films, books, cassettes, videotapes, and advertising containing Coverall Marks, including, but not limited to, the proprietary mark "Coverall," or any similar names or marks or designation indicating or tending to indicate that Franchisee is or was an authorized Coverall franchisee and promptly return to Coverall any equipment leased to Franchisee.

D. Immediately and permanently discontinue all advertising as a Coverall franchisee.

E. Immediately and forever cease and desist from using the Coverall System, including, but not limited to; Operating, Training, and Technical Manuals and aids, online training, videotapes, cassettes, books, advertising and promotional materials, and all trade secret and confidential and proprietary material delivered to Franchisee pursuant to this Agreement.

F. Return the Coverall Janitorial Franchisee Policies and Procedures Manual; Operating, Training, and Technical Manuals, and any other Manual, and videotapes which contain Coverall Marks or which are part of the Coverall System. Upon termination or immediately upon Franchisee abandoning Franchisee's Franchised Business, Coverall will terminate Franchisee's access to Coverall's online training program, and any other password only Coverall websites to which Franchisee may have had access.

G. Return any and all equipment and/or supplies which Franchisee is leasing from Coverall.

H. Refrain from doing anything which would indicate that Franchisee is or ever was an authorized Coverall franchisee.

I. Maintain all books, records, and reports required by Coverall pursuant to Paragraph 9 hereof for a period of not less than three (3) years after the termination of this Agreement and allow Coverall to make final inspection and audit of Franchisee's books and records during normal business hours within the three (3) year period for the purpose of verifying that all required fees have been paid.

J. 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 such career apparel bearing a Coverall Mark.

© 2024 Coverall Service Company

_____/_____
Initial Initial

K. Franchisee acknowledges and agrees that during the term of this Agreement, as well as after its termination, expiration, or transfer, Franchisee's name, home address, and home telephone number will be disclosed in Coverall's franchise offering circular.

L. All obligations of the parties which survive the expiration or termination of this Agreement shall continue in full force and effect.

M. Coverall may, in its sole discretion, purchase some or all of Franchisee's customers or Business Owed upon Franchisee's termination or the expiration of this Agreement. Customers for whom Franchisee has not paid in full are not eligible for purchase; such customers shall revert to Coverall. The price at which Coverall may purchase such customers or Business Owed is set forth in the Policies and Procedures Manual. The amount due 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 be paid to the Franchisee, in Coverall's sole discretion, in two (2) or more installments. As a condition precedent to Franchisee's receipt of payment from Coverall, Franchisee will be required to execute an agreement, which shall contain, among other provisions, a general release in favor of Coverall; however, if Franchisee is a resident of the State of Maryland, the general release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

N. If Coverall declines to purchase all of Franchisee's customers or Business Owed, Franchisee may with Coverall's consent, which consent shall not be unreasonably withheld, sell its customers and/or Business Owed to another Coverall franchisee. Customers and Business Owed that Franchisee has not paid for in full are not eligible for sale to another Franchisee; such customers shall revert to 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; provided, however, if Franchisee is a resident of the State of Maryland, such general release shall not apply to any liability under the Maryland Franchisee Registration and Disclosure Law. Any customers not sold by Franchisee shall automatically revert to Coverall upon expiration or termination of this Agreement.

19. COVENANTS AND RESTRICTIONS.

Franchisee agrees and covenants as follows:

A. In-Term Restrictions. During the Term of this Agreement and any Successor 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 cleaning, Special Services, or related 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 prior written consent.

B. Post-Term Restrictions. In the event this Agreement is assigned, terminated, or expires, for any reason whatsoever, Franchise shall not solicit, directly or indirectly, without the prior written consent of Coverall any customer repurchased by Coverall or by another Coverall franchised business for a period of eighteen (18) months from the date of repurchase.

Should a customer serviced by Franchisee's Franchised Business 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. Lesser Included Covenants Enforceable at Law. If all or any portion of the restrictive covenants set forth in this Section are held unreasonable, void, vague or illegal by any court or agency with

© 2024 Coverall Service Company

_____/_____
Initial Initial

competent jurisdiction over the parties and subject matter, the court or agency is hereby empowered to revise and/or construe the covenants to fall within permissible legal limits, and should not by necessity invalidate the entire covenants. Franchisee expressly agrees to be bound by any lesser covenants subsumed within the terms of this Section as if the resulting covenants were separately stated in and made a part of this Agreement.

D. 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 in accordance with and during the Term of this Agreement. In all instances Franchisee's use of the Marks must comply with Coverall's directions, limitations, specifications and authorized prescribed uses. Franchisee will assert and will in the future assert no claim to any goodwill, reputation or ownership of the Marks by virtue of Franchisee's licensed use of the Marks, or for any other reason.

Franchisee has no right, title or interest in or to CNA's or Coverall's goodwill. Goodwill inures solely to the benefit of CNA and Coverall. Franchisee agrees that it will not do or permit any act or thing to be done in derogation of any of CNA's or Coverall's rights in connection with the Marks, either during or after the term of this Agreement. Further, Franchisee agrees: (i) not to apply for or obtain any trademark or service mark registration of any of the Marks or any confusingly similar marks in Franchisee's own name; (ii) to use the Marks only for the uses and in the manner licensed under this Agreement and as provided in this Agreement; (iii) under no circumstance will Franchisee incorporate any of the Marks, any portion thereof or any name or mark derivative of or similar to the Marks, in Franchisee's entity's name; (iv) it may never use the Marks in connection with any other business except for the Franchise; (v) it will not, during or after the term of this Agreement, impair the goodwill associated with the Marks or in any way dispute or impugn the validity of the Marks, CNA's or Coverall's or their affilaites' rights to the Marks, or the rights of other Coverall franchisees or other third parties to whom Coverall may have licensed the Marks.

Franchisee acknowledges that CNA's and Coverall's rights in the Marks are not limited to the specific presentation or configuration of any of them, but rather extend to all combinations and displays of the words and/or design elements thereof and extend to all translations of them in any language, and agrees that CNA's and Coverall's rights in and to the Marks are not limited to such rights as may be conferred by registrations thereof or by applications for registrations but, instead, include extensive common law and other rights in the Marks vested in us as a result of their use by CNA, Coverall or their affiliates and other authorized parties.

If Franchisee receives notice, is informed or learns of any claim, suit or demand against Franchisee or the Franchise Business on account of any alleged infringement, unfair competition, or similar matter relating to the use of the Marks or any of CNA's copyrights (each, a "claim"), or of unauthorized use of or claims of rights to a service mark identical to or confusingly similar to any Mark Coverall licenses to Franchised Business, Franchisee must promptly notify Coverall. CNA and/or overall reserves the sole right to institute administrative proceedings and/or litigation regarding the Marks. Neither CN nor Coverall is obligated to protect Franchisee's rights to use the Marks, or to protect Franchisee against claims of infringement or unfair competition regarding such use. CNA or Coverall may in its sole discretion choose to defend or prosecute an action related to its Marks but CNA and Coverall do not agree to protect Franchisee against claims of infringement or unfair competition arising out of Franchisee's use of the Marks. Neither CNA nor Coverall are obligated to participate in Franchisee's defense or to indemnify Franchisee in the event that a third party sues Franchisee because of its use of the Marks. However, CNA or Coverall may in its sole discretion choose to do so.

Franchisee must never identify itself as an agent or an employee of Coverall. Franchisee must conspicuously identify itself and the Franchised Business it operates in all dealings with customers, contractors, suppliers, public officials and members of the public, and in all advertising, promotion and marketing related to its Franchise, as Coverall's independently owned and operated franchisee.

© 2024 Coverall Service Company

_____/_____
Initial Initial

20. INFORMAL DISPUTE RESOLUTION.

A. Mediation. Except as is otherwise provided in Paragraph 20B, if a dispute arises out of or relates to this Agreement or any other agreement between Coverall (or its affiliates) and Franchisee, or to the relationship of the parties hereunder and thereunder, and if the dispute cannot be resolved or settled through negotiation, the parties 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, or as otherwise agreed upon in writing by the parties. The mediation shall take place in Columbia, Maryland, and shall be administered by a neutral mediator agreed upon by the parties. In the event the parties are unable to agree upon a mediator within fifteen (15) days of the date on which either party requests mediation of a matter, the mediator shall be designated by JAMS (formally "Judicial Arbitration Mediation Services"). The costs of the mediation shall be shared equally by the parties unless otherwise agreed in writing.

B. Notwithstanding anything to the contrary in Paragraph 20A, if Franchisee's Coverall Franchise Agreement has expired or been terminated, or if Franchisee has abandoned or failed to operate the Franchise for more than thirty (30) days, Coverall shall not be required to avail itself of non-binding mediation in matters dealing with (i) the collection, by Coverall, of royalties or administrative fees claimed to be owing to Coverall by Franchisee; or (ii) the collection, by Coverall, of amounts claimed to be owing to Coverall by Franchisee under any promissory note~~s~~, equipment purchases, or lines of credit.

21. DISPUTE RESOLUTION.

A. Arbitration. Except as otherwise provided in this Agreement, all controversies, disputes or claims between Coverall, its owners, officers, directors, agents and/or employees in their respective capacities (each, a "Coverall Party") and Franchisee (Franchisee's owners, officers, directors, agents and/or employees and/or any guarantors of this Agreement (the "Franchised Party," collectively with the Coverall Party, the "arbitration Parties") 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 is to be determined by an arbitrator, not a court), any related agreement between the Arbitration Parties or the validity thereof, the relationship of the Arbitration Parties hereunder or under any related agreement between the Arbitration 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 20, shall be submitted promptly for binding arbitration. The arbitration shall take place in the state of Florida at the JAMS site closest to Tampa, Florida. 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, shall be adjudicated by a neutral appointed JAMS. The arbitration shall take place pursuant to the then current JAMS comprehensive arbitration rules, or as the Arbitration Parties may mutually agree in writing. Pursuant to JAMS Comprehensive Arbitration Rule 34, the Arbitration Parties hereby agree to the JAMS Optional Arbitration Appeal Procedure.

B. The Arbitration Parties agree that arbitration shall be conducted on an individual and not on a class wide or collective basis, that only Coverall Parties and Franchised Parties may be parties to any arbitration proceeding described in this Paragraph 21.B, and that no such arbitration between the Arbitration Parties 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 21.B is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Paragraph, then the Arbitration Parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding. For clarity, this Paragraph is intended to be a class preclusion clause within the meaning of JAMS Class Action Procedures Rule 1(a).

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. A decision by an arbitrator (including any finding of fact and/or conclusion of law) against either Arbitration

© 2024 Coverall Service Company

_____/_____
Initial Initial

Party shall be confidential unless otherwise required to be disclosed by law and may not be collaterally used against either of them in existing or subsequent litigation or arbitration involving any third party. The Arbitration 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 Arbitration Parties agree that discovery may be conducted in accordance with the provisions of the Federal Rules of Civil Procedure; provided, however, that neither Arbitration 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. The Arbitration Parties waive to the fullest extent permitted by law any right or claim for any punitive, exemplary, incidental, indirect, special, consequential or other similar damages in any action or proceeding whatsoever between the parties to this Agreement and/or any of their affiliates. The costs of the arbitration shall, subject to the provisions of Paragraph 21.G of this Agreement, be shared equally between the Arbitration Parties unless governing law requires otherwise. Either Arbitration Party, in their sole and exclusive discretion, may choose to assume responsibility for the other party's arbitration costs. If one Arbitration Party claims it cannot afford the costs of arbitration, the arbitrator shall determine the maximum costs the party can afford. The arbitrator will apportion costs more than that amount to the opposing party. Any Arbitration Party that, due to such an apportionment, pays more than one half of the total arbitration costs shall, if it prevails in the arbitration, recover the excess costs pursuant to the award. Any Arbitration Party seeking to reapportion costs in this manner must submit to the arbitrator for consideration and to the opposing party for inspection complete and unredacted copies of his or her tax returns for the preceding two years. For the avoidance of doubt, the entirety of this Paragraph 21.D is subject to the provisions of Paragraph 21.G below, and it shall not be interpreted to require or permit an award of any costs, fees or expenses against any Arbitration Party if such recovery is prohibited under Applicable Law.

E. Injunction and Specific Performance. Notwithstanding anything in Paragraphs 20 and 21 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 in any such action 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. Final Award. Notwithstanding any arbitration rule to the contrary, no award shall become final until 45 days after the award issues, or, if a JAMS appeal is filed, 45 days after the appellate decision is issued. If the non-prevailing Arbitration Party pays the full amount of the award to the prevailing Arbitration Party within that 45-day period, the award shall not become final and, notwithstanding any arbitration rule to the contrary (including JAMS Comprehensive Arbitration Rule 25), no judgement of a court may be entered upon the award under 9 U.S.C. §9 or any other statute.

G. Attorneys' Fees. Should either Arbitration 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.

H. Survival. The parties agree that the provisions of this Paragraph 21 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.

I. WAIVER OF JURY TRIAL. 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.

© 2024 Coverall Service Company

_____/_____
Initial Initial

22. TIME TO ASSERT CLAIMS.

Franchisee agrees to give Coverall immediate written notice of any alleged breach or violation of this Agreement after Franchisee has constructive or actual knowledge of, believe, determine or are of the opinion that there has been an alleged breach of this Agreement by Coverall, including any acts of misfeasance or nonfeasance 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 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. Any claim or action arising under the Maryland Franchise Registration and Disclosure Law shall be brought within three (3) years after the grant of the franchise.

23. GOVERNING LAW/VENUE**.**

This Agreement shall be interpreted and governed by the laws of the State of Florida without recourse to the state's choice of law or conflicts of law principles. Subject to Paragraphs 20 and 21 above, the parties agree that any action brought by the Franchisee or Coverall against the other in any court, whether federal or state, shall be brought within the State of Florida. If however, any provision of this Agreement is enforceable under the laws of Florida and if Franchisee is located outside of Florida, and this provision would be enforceable under the laws of the state in which Franchisee is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Paragraph is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity, antitrust, unfair competition, fiduciary or other doctrine of law of Florida that would not otherwise apply by its terms jurisdictionally or otherwise to Franchisee but for the within designation of governing law. This Paragraph shall not be construed as preventing either party from removing an action from state to federal court; provided, however, that venue shall be as set forth above. Franchisee hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, or class action.

24. 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.* The foregoing provisions are not intended in any way as a disclaimer of any representation made by Coverall in the Franchise Disclosure Document provided to Franchisee in connection with the purchase by Franchisee of the franchise which is the subject of this Agreement; provided, however, that the foregoing does not prevent a prospective franchisee from voluntarily waiving specific contract terms and conditions set forth in his or her disclosure document during the course of franchise sale negotiations.

25. AMENDMENT.

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

26. WAIVERS AND DELAY.

Waiver or delay by Coverall of its enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by Coverall of such breach or any preceding or succeeding breach,

© 2024 Coverall Service Company

_____/_____
Initial Initial

or any other term, covenant or condition of this Agreement; 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.

27. 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.

28. 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.

29. 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 U.S. mail, postage prepaid or by email at the email addresses provided by the Parties to one another. 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.

30. 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.

31. 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 such expiration or termination.

32. 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.

33. GUARANTY.

The partners of any partnership, the members of any limited liability company, and the shareholders of any business entity constituting the Franchisee, and the partners of any partnership, the members of any limited liability company, or shareholders of any corporate entity that may own the shares of the partnership, limited liability company, or corporate entity which is the Franchisee, (the names of such partners, members, or shareholders are listed on page 1), do by signing this Agreement, jointly and severally: (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 1B, 12, 19, 20 and 21 of

© 2024 Coverall Service Company

_____/_____
Initial Initial

this Agreement. The partners, members or shareholders shall also, at the time of the execution of this Agreement, execute the current form Guaranty to the Coverall Franchise Agreement. The partners, members or shareholders also agree to execute all Promissory Notes executed by Franchisee.

This provision shall be equally binding upon the current shareholders, partners or members, as the case may be, of the corporate, partnership or limited liability company entity which is the Franchisee hereunder, and upon any additional shareholders, partners or members, as the case may be, who may subsequently obtain an ownership interest in the Franchisee. If Franchisee is a corporation, partnership or limited liability company, Franchisee specifically agrees that within ten (10) days prior to any additional shareholder(s), partner(s) or member(s), as the case may be, obtaining an ownership interest in Franchisee, that Franchisee shall notify Coverall in writing of this fact. At that time, Coverall will give Franchisee its then current Franchisee guaranty form. The form is to be executed by the additional shareholder(s), partner(s) or member(s), as the case may be, concurrently with their obtaining an ownership interest in Franchisee.

34. CERTIFICATION.

The Franchisee certifies that it and its owner(s) are not, nor to its best knowledge has it been designated, a terrorist and/or a suspected terrorist, nor is it 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.

The authorized person signing on behalf of the Franchisee certifies that, to the Franchisee's best knowledge, neither the Franchisee, such person, and/or any owners, officers, board members, similar individuals and/or affiliates/associates of the Franchisee are, or have been designated, a terrorist and/or a suspected terrorist, nor is the 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 the Franchisee in each case as designated by Coverall and/or as required by applicable law.

35. COVERALL's Business Judgment.

Whenever this Agreement or any related agreement grants, confers or reserves to Coverall the right to take action, refrain from taking action, grant or withhold our consent or grant or withhold Coverall's approval, unless the provision specifically states otherwise, Coverall will have the right to engage in such activity at Coverall's option taking into consideration Coverall's assessment of the long term interests of the Coverall System overall. Franchised Business and Coverall recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by Coverall's business judgment, neither said court, said judge nor any other person reviewing those activities or decisions will substitute his, her or its judgment for Coverall's judgment. When the terms of this Agreement specifically require that Coverall not unreasonably withhold its approval or consent, if Franchised Business is in default or breach under this Agreement, any withholding of Coverall's approval or consent will be considered reasonable.

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

© 2024 Coverall Service Company

_____/_____
Initial Initial

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written above (see Page 1 of this Agreement).

(If Franchisee is a limited liability company, this Agreement must be signed by each member. If Franchisee is a corporation, this Agreement must be signed by a duly authorized officer.)

THIS AGREEMENT SHALL NOT BE VALID UNLESS SIGNED BY (i) FRANCHISEE; AND (ii) AN AUTHORIZED REPRESENTATIVE OF COVERALL.

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

By: _____
Date Signed

By: _____
Date Signed

By: _____
Date Signed

N.G.T. CORPORATION

d/b/a COVERALL SERVICE COMPANY

By: _____
Date Signed

Title _____

© 2024 Coverall Service Company

_____/_____
Initial Initial

EXHIBIT A TO EXHIBIT A.1
COVERALL FRANCHISE AGREEMENT

INITIAL EQUIPMENT AND SUPPLY PACKAGE LIST
PACKAGE 1

	Description	Quantity
1.	FLAT MOP BUCKET	1 EACH
2.	MICROFIBER COLOR-CODED WET MOP PADS	15 EACH
3.	MICROFIBER COLOR-CODED DRY MOP PADS	15 EACH
4.	MICROFIBER TOWEL - YELLOW	10 EACH
5.	MICROFIBER TOWEL - RED	5 EACH
6.	MICROFIBER TOWEL - BLUE	15 EACH
7.	MICROFIBER TOWEL - GREEN	10 EACH
8.	MICROFIBER PAD HOLDER 18	1 EACH
9.	68OZ PRESSURE SPRAYER	1 EACH
10.	ERGO HANDLE W/ AC	1 EACH
11.	12” SQUEEGEE	1 EACH
12.	HANDHELD FRAME	1 EACH
13.	WET FLOOR SIGN	2 EACH
14.	ACRILON BOWL BRUSH	1 EACH
15.	24 OZ BOTTLES	6 EACH
16.	8" TRIGGER SPRAYERS	6 EACH
17.	NITRILE GLOVES	1 BOX
18.	TOY BROOM & LOBBY PAN	1 EACH
19.	MICROFIBER DUSTER KIT	1 EACH
20.	DEODORIZER	1 QUART
21.	CARPET SPOTTER	1 QUART
22.	NEUTRAL FLOOR CLEANER	1 GALLON
23.	HOSPITAL GRADE DISINFECTING MULTI-SURFACE AND BOWL CLEANER	1 GALLON
24.	SCOURING CRÈME CLEANSER	1 QUART
25.	FIRST RESPONDER’S KIT	1 EACH
26.	FRANCHISE OWNER TRAINING MANUALS (VOL. 1 & 2)	1 EACH
27.	POLICY AND PROCEDURES MANUAL	1 EACH
28.	COVERALL TEE SHIRTS	2 EACH
29.	COVERALL POLO	1 EACH
30.	BUSINESS CARDS	500 EACH
31.	NAME TAG WITH BADGE REEL	1 EACH
32.	HEPA FILTER BACK PACK VACUUM	1 EACH
33.	GLASS AND MIRROR CLEANER	1 GALLON
34.	STAINLESS STEEL CLEANER	1 EACH
35.	YELLOW NYLON BAG	1 EACH
36.	PROTECTIVE EYE WEAR	1 EACH
37.	DOLLY FOR BRUTE CAN	1 EACH
38.	BRUTE CAN	1 EACH
39.	DOOR CHOCK	1 EACH

*Elements of the Package may vary depending upon availability. Franchise Business Owners are free to purchase the Initial Equipment and Supply Package from other sources, subject to Coverall’s review and approval that the items are equivalent to or exceed Coverall’s requirements.

© 2024 Coverall Service Company

_____/_____
Initial Initial

EXHIBIT A TO EXHIBIT A.1
COVERALL FRANCHISE AGREEMENT

INITIAL EQUIPMENT AND SUPPLY PACKAGE LIST
PACKAGE 2

Description	Quantity
1. FLAT MOP BUCKET	1 EACH
2. MICROFIBER COLOR-CODED WET MOP PADS	15 EACH
3. MICROFIBER COLOR-CODED DRY MOP PADS	15 EACH
4. MICROFIBER TOWEL - YELLOW	10 EACH
5. MICROFIBER TOWEL - RED	5 EACH
6. MICROFIBER TOWEL - BLUE	15 EACH
7. MICROFIBER TOWEL - GREEN	10 EACH
8. MICROFIBER PAD HOLDER 18	1 EACH
9. 68 OZ PRESSURIZED SPRAYER	1 EACH
10. ERGO HANDLE W/ AC	1 EACH
11. 12” SQUEEGEE	1 EACH
12. HANDHELD FRAME	1 EACH
13. WET FLOOR SIGN	2 EACH
14. ACRILON BOWL BRUSH	2 EACH
15. 24 OZ BOTTLES	6 EACH
16. 8" TRIGGER SPRAYERS	6 EACH
17. NITRILE GLOVES	1 BOX
18. TOY BROOM & LOBBY PAN	1 EACH
19. MICROFIBER DUSTER KIT	1 EACH
20. DEODORIZER	1 QUART
21. CARPET SPOTTER	1 QUART
22. NEUTRAL FLOOR CLEANER	1 GALLON
23. HOSPITAL GRADE DISINFECTING MULTI-SURFACE AND BOWL CLEANER	1 GALLON
24. SCOURING CRÈME CLEANSER	1 QUART
25. FIRST RESPONDER’S KIT	1 EACH
26. FRANCHISE OWNER TRAINING MANUALS (VOL. 1 & 2)	1 EACH
27. POLICY AND PROCEDURES MANUAL	1 EACH
28. COVERALL TEE SHIRTS	2 EACH
29. COVERALL POLO	1 EACH
30. BUSINESS CARDS	500 EACH
31. NAME TAG WITH BADGE REEL	1 EACH
32. HEPA FILTER BACK PACK VACUUM	2 EACH
33. GLASS AND MIRROR CLEANER	1 GALLON
34. STAINLESS STEEL CLEANER	1 EACH
35. YELLOW NYLON BAG	1 EACH
36. PROTECTIVE EYE WEAR	1 EACH
37. DOLLY FOR BRUTE CAN	1 EACH
38. BRUTE CAN	1 EACH
39. 20” FLOOR MACHINE WITH PAD DRIVER	1 EACH
40. DOOR CHOCK	1 EACH

© 2024 Coverall Service Company

_____/_____
Initial Initial

Exhibit B to Exhibit A.1
Coverall Franchise Agreement

PROMISSORY NOTE

$_____ (U.S.) _____, 20__

The undersigned, _____("Borrower"), whose addresses are respectively (or is), _____ (collectively, the "Borrower"), unconditionally and jointly and severally promise to pay to the order of N.G.T. Corp., Inc., a Maryland corporation trading as Coverall Service Company (the "Holder"), at its offices located at 410 S. Ware Blvd., Ste. 406, Tampa, FL 33619, the sum of _____ Dollars ($_____) (the "Loan"), together with interest from the date above on the unpaid principal balance thereof at the rate of _____ percent (_____%) per annum. Interest shall be computed on the basis of a three hundred sixty (360) day year and charged for actual days elapsed. Any principal not paid when due (whether as originally scheduled, by acceleration, by demand or otherwise), shall bear interest at the rate provided above until paid in full.

Commencing on _____, 20__ and on the _____ day of each month thereafter until and including _____, 20__ (each, an "Installment Payment Date"), Borrower promises to pay principal and interest owing under this Note in monthly installments of _____ Dollars ($_____) each (the "Monthly Installments"). On _____, 200__ (the "Maturity Date"), Borrower shall pay to the Holder an amount equal to the entire principal balance then outstanding and all accrued interest then unpaid.

If any payment of principal or interest is not paid within five (5) days after the date on which such payment is due, Borrower shall pay to the Holder a late charge equal to five percent (5%) of the amount of such late payment. A late charge in the same amount shall be imposed on each successive Installment Payment Date on which any payment remains delinquent. Any amounts payable hereunder may be prepaid by Borrower in whole or in part without penalty.

All amounts now or hereafter payable hereunder and under any renewals, extensions and modifications hereof, together with all other existing and future obligations of Borrower to the Holder of any nature whatsoever, whether absolute or contingent, whether or not now contemplated, and out of whatever transactions arising are hereinafter collectively referred to as the "Indebtedness."

Borrower shall be in default hereunder upon the occurrence of any of the following events: (a) the non-payment when due of any installment of principal and interest or of any amount payable on any Indebtedness, or the failure to perform any agreement or covenant of Borrower contained herein or contained in any other instrument or writing between Borrower and the Holder, (b) any warranty, representation, or statement made or furnished to the Holder by or on behalf of any obligor proving to have been incorrect or incomplete in any respect when made or furnished; (c) the existence of any uncured event of default under the terms of any instrument or writing evidencing or securing a debt to someone other than the Holder including but not limited to any personal guarantees; (d) any obligor's failure to pay or perform any obligation now or hereafter due to the Holder; (e) any condition which, in the good faith determination of the Holder, would materially impair the timely repayment of the Loan; (f) the dissolution, merger, consolidation, liquidation or reorganization of any obligor which is a corporation, partnership or other legal or commercial entity; (g) the death of any obligor who is a natural person; (h) an event of default by Borrower under any other agreement executed by Borrower and any lender of Borrower (whether or not such lender actually calls a default and commences the exercise of any of its rights or remedies as a result thereof); (i) an event of default by _____ under its franchise agreement with the Holder, dated _____, 20__ (the "Franchise Agreement"); and (j) the failure by Borrower to execute, as earlier described herein, any documents which Coverall deems necessary to convert Borrower's obligation hereunder to

© 2024 Coverall Service Company

another form of financing. Additionally, a default by Borrower hereunder shall be deemed a material breach by Borrower of the Franchise Agreement. For the purposes of this paragraph, the term "obligor" includes Borrower, each and every person or entity comprising Borrower, and all endorsers, guarantors, and sureties of this Note or any other portion of the Indebtedness. Upon the occurrence of any event or condition of default hereunder, or at any time thereafter, the Holder at its action may declare all of the Indebtedness or any portion thereof to be immediately due and payable without notice, presentation, demand of payment, or protest, which are hereby expressly waived by every obligor. BORROWER HEREBY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR IT, AND AFTER ONE OR MORE DECLARATIONS FILED, CONFESS JUDGMENT AGAINST IT AT ANY TIME AFTER DEFAULT HEREUNDER FOR ALL AMOUNTS DUE AND PAYABLE AS A RESULT OF SUCH DEFAULT AS PROVIDED HEREIN, PLUS ALL COSTS AND EXPENSES INCURRED BY THE HOLDER IN CONNECTION WITH THE COLLECTION OF THE INDEBTEDNESS, INCLUDING (BUT NOT LIMITED TO AND BY WAY OF ILLUSTRATION ONLY) ALL COURT COSTS AND ATTORNEY'S FEES IN AN AMOUNT EQUAL TO 15% OF THE THEN OUTSTANDING BALANCE PAYABLE HEREUNDER. THE RIGHTS AND REMEDIES OF THE HOLDER HEREUNDER ARE CUMULATIVE, AND RECOURSE TO ONE OR MORE RIGHT OR REMEDY SHALL NOT CONSTITUTE A WAIVER OF THE OTHERS.

All payments received by the Holder on account of the Indebtedness may be applied by the Holder to the Indebtedness (or to any installments due and payable on account of the Indebtedness) as the Holder may determine in its sole discretion, without notice to or consent of Borrower. Borrower hereby expressly waives (to the extent permitted by law) all rights to make or manifest any binding instruction upon the Holder as to application of such payments other than as herein provided. Acceptance by the Holder of partial payment(s) shall not be construed as a waiver of any default nor shall same affect or impair the rights and remedies of the Holder hereunder, nor shall any failure or delay on the part of the Holder in exercising any right, power or remedy operate as a waiver thereof.

Notwithstanding anything to the contrary in this Promissory Note or in any document previously executed by Borrower and the Holder, in the event the services performed by Borrower for any Coverall customer account(s) are discontinued in accordance with the provisions of Paragraph 10C of Borrower's Coverall Franchise Agreement, the Holder shall have the right to apply to the balance due on this Promissory Note the entire amount of all funds of the Borrower received by or in the Holder's possession, at the time of the discontinuance of services or at any time thereafter. The application of such funds shall not be construed to release the Borrower from any obligation to pay any amounts remaining due to Holder (principal or interest).

Borrower represents that the loan proceeds will be or have been used for business or commercial (excluding agricultural) purposes. This Note is made in and shall be governed by the laws of the State of Maryland.

© 2024 Coverall Service Company

_____/_____
Initial Initial

IN WITNESS WHEREOF, Borrower has caused this Promissory Note to be executed under seal by its duly authorized representatives on the date above written.

Franchisee (Corporation or Partnership Name)	Franchisee (individually)

By: _____
Officer or Partner of Franchise

Shareholders/Partners/Guarantors of Franchisee

_____

_____

_____

Witness:

_____

_____

_____

_____

© 2024 Coverall Service Company

Exhibit C to Exhibit A.1
Coverall Franchise Agreement

For Transfers

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

==========

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:

_____

_____

_____

© 2024 Coverall Service Company

_____/_____
Initial Initial

Exhibit D to Exhibit A.1
Coverall Franchise Agreement

For Renewals

1. Customers Being Serviced | RS | Guarantee Remaining (# 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:

© 2024 Coverall Service Company

_____/_____
Initial Initial

EXHIBIT A.2

GUARANTY TO COVERALL FRANCHISE AGREEMENT

© 2024 Coverall Service Company

_____/_____
Initial Initial

EXHIBIT A.2
GUARANTY TO
COVERALL FRANCHISE AGREEMENT

In consideration of, and as an inducement to N.G.T. Corporation, d/b/a Coverall Service Company ("Coverall"), entering into a Coverall Franchise Agreement (the "Agreement") dated _____, 20__, with _____ ("Franchisee"), the undersigned ("the Guarantor(s)") does hereby unconditionally guarantee, personally, the obligations of the Franchisee under the Agreement, as follows:

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

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

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

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

© 2024 Coverall Service Company

_____/_____
Initial Initial

Guarantor(s) assumes and incurs hereunder, and agrees that Coverall shall have no duty to advise Guarantor(s) of information known to it regarding those circumstances or risks.

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

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

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

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

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

[SIGNATURES REQUIRED ON NEXT PAGE]

© 2024 Coverall Service Company

_____/_____
Initial Initial

IN WITNESS WHEREOF, the undersigned Guarantor(s) has this _____ day of _____, 20___ executed this Guarantee in the City of _____, State of _____.

GUARANTOR(S)

_____ _____

Signature Address

_____

Print Name

_____ _____

Signature Address

_____

Print Name

_____ _____

Signature Address

_____

Print Name

© 2024 Coverall Service Company

EXHIBIT A.3

CONFIDENTIALITY/NON-SOLICITATION AGREEMENT

© 2024 Coverall Service Company

EXHIBIT A.3

CONFIDENTIALITY/NON-SOLICITATION AGREEMENT

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

Recitals

A. Employer Franchisee is an independently owned and operated Coverall® commercial cleaning franchised business operating under a license from N.G.T. Corporation d/b/a Coverall Service Company ("Franchisor").

B. Employer Franchisee has purchased a Franchised Business and has the right to use the Coverall System, a proprietary system for the ongoing development and operation of a commercial cleaning franchised 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 Employee is likely to become familiar with the Coverall® System.

D. Franchisor shall provide the Employer Franchisee with the Coverall System upon Signatory Employee's consent to the restriction set forth in this Agreement.

Terms

In consideration of Franchisor's disclosure of confidential and proprietary information, the Signatory Employee 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 Employee acknowledges that Signatory Employee 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 Employer Franchisee's customers, the names and duties of key personnel of Employer Franchisee's customers, approved supplier lists, criteria for approval of supplies and equipment, Employer Franchisee's customer contracts, and information regarding the operation of the Coverall System, all of which would not be available to Signatory Employee except for Signatory Employee's relationship with Employer Franchisee. Signatory Employee 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 Employer Franchisee's business.
3. Signatory Employee 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 Employer Franchisee's Franchised 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.
    a. Signatory Employee 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 Coverall Franchise Agreement (the "CFA') or by Franchisor in writing. Upon the expiration or other termination of Signatory Employee's relationship with Employer Franchisee, Signatory Employee shall return to

© 2024 Coverall Service Company

Franchisor all such confidential information including, but not limited to, all Coverall Manuals and other confidential proprietary documents, which are in Signatory Employee's possession, custody, or control, and shall delete all electronic data files that contain Franchisor's confidential information.

4. In-Term Restrictions. During the Term of the CFA, and any Successor Term, and for so long that during the Term the Signatory Employee is employed by or has an ownership interest in the Employer Franchisee, Signatory Employee 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 cleaning and related services, or engages in the franchising of commercial cleaning businesses, or any related business anywhere in the Area defined in the CFA. Signatory Employee shall not divert any customers of the Employer Franchisee to another entity, whether or not that entity is directly or indirectly controlled by Employer Franchisee unless Franchisee obtains Franchisor's written consent.
5. Post-Term Non-Solicitation of Franchisees, Customers, and Employees. Signatory Employee expressly agrees that Signatory Employee shall not, directly or indirectly, solicit any customer repurchased by Franchisor or another Franchisor franchisee for a period of eighteen (18) months from the date of repurchase.
6. Remedy. Signatory Employee acknowledges that the restrictions set forth in Paragraphs 3 and 4 are reasonable and necessary for Franchisor's protection. Signatory Employee hereby agrees that in the event of a violation by Signatory Employee 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.
7. 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.
8. Third-Party Beneficiary. The parties acknowledge and agree that Franchisor is an intended third party beneficiary of this Agreement, and accordingly, Franchisor, as well as Employer Franchisee, shall have the right to enforce the provisions of this Agreement against Signatory Employee. Neither this Nondisclosure and Non-Solicitation Agreement between Employer Franchisee and Signatory Employee, nor this Paragraph 7, which makes Franchisor an intended third-party beneficiary, constitutes control by Franchisor over the Signatory Employee's conditions of employment, or creates an employee or joint employee relationship between Franchisor and Signatory Employee.
9. 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 Employee from full performance of Signatory Employee's obligations hereunder. No waiver of any right or remedy shall be effective unless in writing and signed by an authorized representative of Franchisor.

© 2024 Coverall Service Company

Executed on the date first written above.

EMPLOYER FRANCHISEE

By:_____
Its Authorized Representative

SIGNATORY EMPLOYEE

_____
Individually

_____
Address

_____
Phone Number

© 2024 Coverall Service Company

EXHIBIT A.4

EQUIPMENT PURCHASE AGREEMENT

© 2024 Coverall Service Company

_____/_____
Initial Initial

EXHIBIT A.4

EQUIPMENT PURCHASE AGREEMENT

CONTRACT NUMBER _____ FRANCHISEE NUMBER _____

SELLER:

N.G.T. Corporation d/b/a Coverall Service Company

410 Ware Blvd., Ste. 406
Address

Tampa, FL 33619
City, State, Zip Code

PURCHASER:

_____
Corporate 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 Service Company

By: _____

Purchaser

_____
Individually

Date: _____

© 2024 Coverall Service Company

_____/_____
Initial Initial

EQUIPMENT
PROMISSORY NOTE

FOR VALUE RECEIVED, the Franchise Owner, whose signature appears on this Equipment Purchase Agreement (the "Agreement") agrees to pay to the order of N.G.T. Corporation d/b/a Coverall Service Company ("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 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 twenty-one percent (21%) 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, 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 Account(s) are discontinued in accordance with the provisions of Paragraph 10C of Franchise Owner's Coverall 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 funds of the Franchise Owner received by or in Coverall's possession at the time of discontinuance of services or at any time thereafter. Application of payments received from the Customer Accounts being serviced by the Franchise Owner shall be in addition to any remaining payment(s) due from the Franchise Owner under this Agreement and Promissory Note.

In the event an attorney is employed by Coverall to enforce any of these terms, Franchise Owner shall pay Coverall's reasonable attorneys' fees and costs, which amount(s) shall be secured by this Promissory Note.

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.

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.

© 2024 Coverall Service Company

_____/_____
Initial Initial

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.

© 2024 Coverall Service Company

_____/_____
Initial Initial

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 Franchised 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.

© 2024 Coverall Service Company

_____/_____
Initial Initial

Franchise Owner: _____FO#: _____

EQUIPMENT SCHEDULE

EQUIPMENT

EQUIPMENT PURCHASED NO.	EQUIPMENT MFGR.	EQUIPMENT

COST: =
$_____

TAX (LOCAL RATE: ____%): = $
_____

FREIGHT: =
$_____

GRAND TOTAL: =
$_____

DOWN PAYMENT: =
$_____

MONTHLY PAYMENTS:
$_____
Includes principal plus interest at 18% per annum

NO. OF MONTHS:_____

4826-3081-4100, v. 1

© 2024 Coverall Service Company

_____/_____
Initial Initial

EXHIBIT A.5

APPLICATION

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

PERSONAL

Mr.___ Mrs.___ Ms.___ Male __ Female__

First:_____ Middle Initial:____ Last:_____

Address:_____

City:_____ State:____ Zip:_____ Phone:_____

Home;___ Own:___ Rent:___ How Long at present address?_____

Email address: _____

Previous Address:_____

City:_____ State:____ Zip:_____ How Long:_____

Previous Address:_____

City:_____ State:____ Zip:_____ How Long:_____

Single:__ Married:__ Number of children:_____

Your Birth Date:_____ Social Security Number:_____

Your Driver's License Number:_____ State:_____

Spouse's Birth Date:_____ Spouse's Social Security Number:_____

Spouse's Driver's License Number:_____ State:_____

Education: High School___ Some College:___ College Graduate:__

Has you (or your spouse) ever been arrested or convicted of a crime (except for a traffic misdemeanor)? Yes___ No__

If "yes", state particulars:_____

Are you active/retired military? Yes_____ No _____

What amount of money are you prepared to invest in starting your new business?_____

Where will you get these funds? _____

Where did you hear of Coverall? List name if referred: _____

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

BUSINESS

Present occupation (if self-employed, see below):_____

Name of employer:_____ Phone:_____

Business address:_____

CITY:_____ STATE:_____ ZIP:_____

Annual income:_____ How long at present job?____

List previous employer if at current employment less than 2 years _____

Spouse's occupation:_____ Spouse's Annual income_____

If self-employed:

Part-time__ Full-time____ Title:_____

Name of business:_____ Phone:_____

Address:_____

City:_____ State:_____ Zip:_____

Number of people in organization:_____

How long has business been in operation?_____

Brief description of business:_____

Are you, or any member(s) of your family, currently involved in any janitorial business, as a franchisee, worker or beneficial owner? Yes__ No__ If "yes", then which company?_____

Have you, or any member(s) of your family, ever been involved in any janitorial business, as a franchisee, worker or beneficial owner? Yes__ No__ If "yes", then which company?_____

*******THE PORTION BELOW IS INFORMATION FOR WHEN YOU SIGN AS A COVERALL*******
*******FRANCHISE OWNER*******

When you sign as a Coverall franchise owner, a non-refundable $125.00 application fee for each applicant will be due to conduct background and financial investigations. Additional charges may apply if you have multiple last names or addresses.

Enclosed with my application, upon signing the franchise agreement, is a non-refundable application fee in the amount of $125.00. I understand that this is not a contract and completion of this form incurs no obligation on either party. I certify that the above information is complete and correct to the best of my knowledge. I authorize Coverall to conduct background and financial investigations on the Application and Co-Applicant.

Applicant's Signature _____Date:_____

Co- Applicant's Signature: _____ Date:_____

Co-Applicant must complete separate Application.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

EXHIBIT A.6

FORM OF MUTUAL RELEASE

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between N.G.T. Corporation d/b/a Coverall Service Company ("Coverall") and _____ ("Franchisee").

RECITALS

Franchisee entered into a Coverall Janitorial Franchise Agreement ("the Franchise Agreement") with Coverall on _____, 20__ under which Franchisee was authorized to operate a Coverall janitorial franchise within the State of _____.

Pursuant to the Franchise Agreement, Franchisee paid Coverall an initial franchise fee of $_____, of which $_____ was paid in cash. The balance was represented by a promissory note in the amount of $_____, of which there remains owing a principal balance of $_____.

The parties have agreed to terminate the Franchise Agreement and the obligations of the parties thereunder.

AGREEMENT

NOW THEREFORE in consideration of the foregoing recitals, which are incorporated herein as though fully set forth, and the covenants, conditions and consideration recited herein, the parties covenant and agree as follows:

1. Effective upon the execution hereof, the Franchise Agreement shall be deemed canceled and terminated, and the parties shall be released from any and all obligation and liability thereunder.

2. Upon the execution hereof, Coverall will cancel the balance of the above promissory note. Cancellation by Coverall shall be in full settlement, as hereinafter provided, of any and all claims which Franchisee may have against Coverall. Simultaneously with the execution hereof, Franchisee will deliver to Coverall the unused portion of the initial equipment and supply package ("Starter Kit") if purchased from Coverall, as well as any and all other cleaning equipment and/or supplies which were purchased by Franchisee from Coverall.

3. Franchisee for himself and his respective past and present employees, agents, affiliates, accountants, insurers, indemnitors, attorneys, heirs, representatives, predecessors, successors and assigns (collectively "the Franchisee and Associates"), does hereby release and forever discharge Coverall and its respective past and present officers, directors, shareholders, employees, agents, affiliates, partners, subsidiaries, accountants, insurers, indemnitors, attorneys, heirs, representatives, predecessors, successors and assigns (collectively "Coverall and Associates"), individually and as officers, directors or shareholders of any corporation or partners of any partnership, from any and all causes of action, suits, claims, demands, damages, judgments, losses, penalties, expenses (including,

© 2024 Coverall Service Company

_____/_____
Initial Initial

but not limited to, reasonable attorneys' fees), costs, settlements and liabilities whatsoever, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, whether at law or in equity, which Franchisee has had, or now have, or may in the future have, against Coverall and Associates, for, upon, or by reason of any matter, fact or thing whatsoever, from the beginning of time to the date of this Agreement including, but not limited to disputes arising out of the Franchise Agreement or any other oral or written agreement between the parties, or any alleged breach thereof, or any alleged violations of the United States Federal Trade Commission's Trade Regulation Rule 436 relating to Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures, "mini" FTC laws, deceptive or unfair trade practices laws, federal or state franchise laws or securities laws, including any other local, municipal, state, federal, commonwealth, and/or other laws, statutes, rules or regulations of the United States, or of any state or other governmental subdivision or agency. In no event, however does this Release apply to any liability of Franchisor under the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. § 14-201 et seq. (2010 Repl. Vol. & Supp. 2012), to any liability or obligations of Franchisor under New York Business Law, Article 33, Sections 680 through 695, and the regulations promulgated thereunder, or under the laws of any other state which may supersede the terms of this Agreement.

For the purpose of implementing a full and complete release and discharge of Coverall and Associates, Franchisee expressly acknowledges that this Settlement Agreement is intended to include and does include in its effect, without limitation, all claims which Franchisee does not know or suspect to exist in their favor against Coverall, and that this Settlement Agreement expressly contemplates the extinguishment of all such claims. Furthermore, if Franchisee hereafter institutes any legal action against Coverall and Associates (except to enforce the specific provisions of this Settlement Agreement), Coverall shall be entitled to payment from Franchisee of all costs, expenses, and attorney's fees incurred as a result of or in defense of such legal action.

4. Franchisee shall immediately upon the execution hereof cease use of Coverall's Marks; deliver and surrender up to Coverall each and every promotional item and physical object bearing or containing any of said Marks; and immediately cease use of any of Coverall's trade secrets, processes, methods of operation, confidential and proprietary information or goodwill, all of which Franchisee acknowledges shall remain vested solely in Coverall. Franchisee shall also, immediately upon execution hereof, deliver and surrender up to Coverall all Coverall operations and other manuals which he has at any time received from Coverall. Franchisee shall not, after the execution of this Agreement, directly or indirectly, operate or do business under any name or in any manner, whether as individuals, partners, agents, shareholders, officers or directors, that might tend to give the public the impression that Franchisee is operating a business operated, owned, licensed by or affiliated with the Franchisor.

5. For a period of 18 months from the execution hereof, Franchisee shall not, as provided in Paragraph 19B of the Franchise Agreement, solicit, either directly or indirectly, any customer serviced at any time by Franchisee during the term of the Franchise Agreement

© 2024 Coverall Service Company

_____/_____
Initial Initial

for the purpose of providing, either directly or indirectly, any type of cleaning or related services, any current employee of Coverall, or any franchisee of Coverall. Should a customer serviced by Franchisee prior to the date hereof initiate contact with Franchisee for the purpose of engaging Franchisee to provide cleaning or related services to customer, Franchisee shall decline to provide such services until such time as the term of this non-solicitation covenant has expired.

6. Each of the Parties represents and warrants that:

   (a) Each has present authority to execute this document and to bind such respective party.

   (b) Except as stated herein, they have not initiated any other actions, claims or lawsuits relating to the matters herein.

   (c) No actions, claims, rights or lawsuits have been sold, pledged, transferred or assigned by them.

   (d) They are aware that they have the right to be represented by counsel of their choosing and have had the opportunity to read this Agreement.

   (e) There are no liens or encumbrances affecting this Agreement, including liens of attorneys, employers, lenders, insurers, workers' compensation carriers or otherwise.

7. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof. Any previous agreements or understandings between the parties regarding the subject matter hereof are merged into and superseded by this Agreement.

8. The parties agree that this Agreement is a compromise of their disputes, and further agree that the terms of this Settlement Agreement are not to be construed as an admission of any fault or liability with respect to any claim, obligation or liability released.

9. The parties agree that this Agreement is a confidential document the terms and conditions of which are not to be revealed by any party to anyone other than his or its respective spouse, attorneys and accountants, except as may be required by law.

© 2024 Coverall Service Company

_____/_____
Initial Initial

IN WITNESS WHEREOF, the parties have respectively signed this Agreement, effective as of the day and year first above written.

N.G.T. Corporation dba Coverall Service Company	FRANCHISEE
By: _____	By: _____
Its: _____	Its: _____

© 2024 Coverall Service Company

_____/_____
Initial Initial

EXHIBIT A.7

STATE ADDENDA

Some administrators of franchise registration states may require us to enter into an addendum to the Franchise Disclosure Document and franchise agreement describing certain state laws or regulations which may supersede the Franchise Disclosure Document or franchise agreement. If you are in a registration state which requires an addendum, it will be in this Exhibit A.7.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

_____/_____
Initial Initial

AMENDMENT TO N.G.T. CORPORATION'S

COVERALL FRANCHISE AGREEMENT

FOR THE STATE OF INDIANA

[Applies only to Coverall Franchisees which are under the jurisdiction of the laws of the State of Indiana.]

For good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by each of the undersigned, the Janitorial Franchise Agreement (the "Agreement") between _____ ("Franchisee") and N.G.T. Corporation, d/b/a Coverall Service Company ("Franchisor"), dated _____, 20__ (the "Agreement"), is hereby amended by the addition of the following language (the "Amendment"), which shall be considered an integral part of the Agreement:

INDIANA LAW MODIFICATIONS

1. In recognition of the Deceptive Franchise Practices Act of the State of Indiana, as amended from time to time (the "Act"), to the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended as follows:

a. The Act provides rights to Franchisee concerning nonrenewal and termination of the Agreement. To the extent that the Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. Indiana law prohibits requiring the Franchisee to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability to be imposed by the Act or requiring any controversy between the Franchisee and the Franchisor to be referred to any person, if referral would be binding on the Franchisee. This subdivision does not apply to arbitration before an independent arbitrator. To the extent the Agreement contains a provision that it is inconsistent with the Act, the provisions of the Agreement are modified accordingly.

c. The Act provides that substantial modifications of the Agreement by Franchisor require written consent by Franchisee. If the Agreement contains any provision that is inconsistent with this requirement, the Act will control.

d. If the Agreement requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Act. If the Agreement contains any further limitations on litigation for breach of the Franchise Agreement, the Act will control.

e. If the Agreement requires that it be governed by a state's law other than the law of the State of Indiana, to the extent that such law conflicts with the Act, the Act will control.

© 2024 Coverall Service Company

_____/_____
Initial Initial

f. Any provision in the Agreement which requires the Franchisee to participate in any advertising campaign or contest, promotional campaign, promotional materials, or to display decorations or materials, shall be unenforceable, to the extent prohibited by the Act.

g. Any provision in the Agreement which permits the Franchisor, during the term of the Agreement, to compete unfairly with the Franchisee within a reasonable area of where the Franchisee conducts its franchised business is unenforceable, to the extent prohibited by the Act.

2. Each provision of the Amendment shall be effective only to the extent that the jurisdictional requirements of the Act applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment ____ day of _____, 20___.

WITNESS/ATTEST

FRANCHISOR:
N.G.T. CORPORATION

_____ By: _____

Dated: _____, 20___

FRANCHISEE:

_____

_____ By: _____
Name:_____
Title: _____
Date: _____, 20___

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

_____/_____
Initial Initial

EXHIBIT B

FINANCIAL STATEMENTS

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

EXHIBIT B.1

N.G.T. CORPORATION d/b/a COVERALL SERVICE COMPANY

FINANCIAL STATEMENTS

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

N.G.T. CORPORATION
AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT AS OF DECEMBER 31, 2023 AND 2022 AND FOR EACH OF THE THREE YEARS IN THE PERIOD ENDED DECEMBER 31, 2023

N.G.T. CORPORATION AND SUBSIDIARY
TABLE OF CONTENTS

	PAGE
INDEPENDENT AUDITOR'S REPORT	1 - 2
CONSOLIDATED FINANCIAL STATEMENTS AS OF DECEMEBER 31, 2023 AND 2022 AND FOR EACH OF THE THREE YEARS IN THE PERIOD ENDED DECEMBER 31, 2023:	
Consolidated Balance Sheets	3 - 4
Consolidated Statements of Income	5
Consolidated Statements of Stockholder's Equity	6
Consolidated Statements of Cash Flows	7
Notes to Consolidated Financial Statements	8 - 15

LOMBARDO AYERS
& COMPANY, LLC

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS
CERTIFIED VALUATION ANALYSTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors, Stockholder and Members
N.G.T. Corporation and Subsidiary
Tampa, Florida

Opinion

We have audited the accompanying consolidated financial statements of N.G.T. Corporation and Subsidiary, which comprises the consolidated balance sheets as of December 31, 2023 and 2022 and the related consolidated statements of income and stockholder's equity and cash flows for the years ended December 31, 2023, 2022, and 2021 and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of N.G.T. Corporation and Subsidiary as of December 31, 2023 and 2022 and the results of its consolidated operations and retained earnings and its cash flows for the years ended December 31, 2023, 2022, and 2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of N.G.T. Corporation and Subsidiary and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about N.G.T. Corporation and Subsidiary's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

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

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

- Exercise professional judgement and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of N.G.T. Corporation and Subsidiary's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.

- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about N.G.T. Corporation and Subsidiary's ability to continue as a going concern for a reasonable period of time.

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

Lombardo Ayers & Company, LLC

Annapolis, Maryland
March 25, 2024

N.G.T. CORPORATION AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
AS OF DECEMBER 31, 2023 AND 2022

	2023	2022
ASSETS		
CURRENT ASSETS:		
Cash	$ 2,645,153	$ 2,476,874
Franchisees' accounts receivable (net of allowance for doubtful accounts of $79,299 in 2023 and $23,863 in 2022) (Note A)	2,687,164	2,386,551
Due from stockholder	-	64
Other current assets	39,131	54,648
Current portion of notes receivable - franchisees (net of allowance for doubtful accounts of $136,636 in 2023) (Note B)	1,317,485	1,852,131
TOTAL CURRENT ASSETS	6,688,933	6,770,268
FIXED ASSETS:		
Office furniture and equipment	384,504	400,434
Vehicles	238,280	198,600
Computer software	42,369	42,326
Leasehold improvements	78,793	29,878
	743,946	671,238
Accumulated depreciation	(487,038)	(441,047)
	256,908	230,191
OTHER ASSETS:		
Notes receivable - franchisees (net of allowance for doubtful notes of $61,473 in 2023) (Note B)	592,815	665,798
Operating lease right-of-use assets (Note E)	1,096,792	723,131
Lease deposits	32,715	24,213
Franchise rights (Note F)	16,110	17,777
Goodwill	156,279	179,748
	1,894,711	1,610,667
	$ 8,840,552	$ 8,611,126

(continued on next page)

N.G.T. CORPORATION AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS - CONTINUED
AS OF DECEMBER 31, 2023 AND 2022

	2023	2022
LIABILITIES AND STOCKHOLDER'S EQUITY		
CURRENT LIABILITIES:		
Due to franchisees	$ 3,923,960	$ 3,611,706
Accounts payable and accrued expenses	1,043,365	915,112
Sales taxes payable	141,612	171,708
Current portion of lease liability (Note E)	385,693	395,652
TOTAL CURRENT LIABILITIES	5,494,630	5,094,178
LEASE LIABILITY (NOTE E)	707,924	326,579
DEFERRED FRANCHISE SALES REVENUE	2,004,225	2,593,827
TOTAL LIABILITIES	8,206,779	8,014,584
COMMITMENTS AND CONTINGENCIES (NOTES D and E)		
STOCKHOLDER'S EQUITY:		
Common stock - $1 par value; 5,000 shares authorized;		
1,000 shares issued and outstanding	1,000	1,000
Additional paid-in-capital	23,000	23,000
Retained earnings		
Controlling interest	609,773	572,542
Non-controlling interest (Note A)	-	-
	609,773	572,542
	633,773	596,542
	$ 8,840,552	$ 8,611,126

N.G.T. CORPORATION AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

	2023	2022	2021
REVENUES:			
Royalty and support fees	$ 9,889,270	$ 8,951,083	$ 7,738,386
Franchise sales	3,869,801	3,953,529	3,153,922
Other franchise revenue	3,155,256	2,955,311	2,575,405
Forgiveness of PPP loan	-	-	950,400
Other revenue	734,809	660,760	520,899
Interest income	377,653	268,962	219,653
	18,026,789	16,789,645	15,158,665
EXPENSES:			
Selling, general and administrative expenses	14,454,495	13,337,360	11,753,625
Costs of other franchise revenue	2,000,200	1,925,145	1,652,736
Royalties and business development fees (Note C)	1,383,456	1,302,633	1,166,541
Depreciation and amortization (Note A)	115,310	116,534	106,705
Loss on disposition of fixed assets	106	-	1,157
Interest expense	191	19	(6,241)
	17,953,758	16,681,691	14,674,523
NET INCOME BEFORE INCOME TAXES	73,031	107,954	484,142
INCOME TAX EXPENSE	24,486	12,424	23,917
NET INCOME	48,545	95,530	460,225
Net income allocable to non-controlling interest (Note A)	-	-	-
Net income allocable to controlling interest	$ 48,545	$ 95,530	$ 460,225

N.G.T. CORPORATION AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF STOCKHOLDER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

			Retained Earnings		
	Common Stock	Additional Paid In Capital	Controlling Interest	Non-Controlling Interest in TDELJ, LLC	Total
BALANCE, December 31, 2021	$ 1,000	$ 23,000	$ 543,812	$ -	$ 543,812
Net income	-	-	95,530	-	95,530
Distributions to stockholder	-	-	(66,800)	-	(66,800)
BALANCE, December 31, 2022	$ 1,000	$ 23,000	$ 572,542	$ -	$ 572,542
Net income	-	-	48,545	-	48,545
Distributions to stockholder	-	-	(11,314)	-	(11,314)
BALANCE, December 31, 2023	$ 1,000	$ 23,000	$ 609,773	$ -	$ 609,773

N.G.T. CORPORATION AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

	2023	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	$ 48,545	$ 95,530	$ 460,225
Adjustments to reconcile net income			
to net cash provided by operating activities:			
Depreciation and amortization	115,310	116,534	106,705
Net Adjustment ASC 842	(2,274)	(900)	-
Forgiveness of SBA PPP loan	-	-	(950,400)
Loss on disposal of fixed assets	106	-	1,157
(Increase) decrease in:			
Franchisees' accounts receivable	(300,613)	(481,066)	460,387
Due from stockholder	64	1,225	(1,289)
Other current assets	15,517	(18,390)	(3,980)
Notes receivable - franchisees	607,629	(292,172)	(294,816)
Increase (decrease) in:			
Due to franchisees	312,254	418,668	470,898
Accounts payable and accrued expenses	128,253	28,617	189,922
Sales taxes payable	(30,096)	26,571	2,683
Deferred franchise sales revenue	(589,602)	318,214	261,652
NET CASH PROVIDED BY OPERATING ACTIVITIES	305,093	212,831	703,144
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of fixed assets	(116,998)	(27,634)	(151,012)
Lease deposits paid	(8,502)	-	(2,824)
Proceeds from refunded lease deposits	-	-	250
NET CASH USED BY INVESTING ACTIVITIES	(125,500)	(27,634)	(153,586)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Payments received from stockholder on note receivable	-	77,651	86,562
Principal payment on long-term debt	-	(50,000)	(50,000)
Distributions to stockholder	(11,314)	(66,800)	(271,349)
NET CASH (USED) BY FINANCING ACTIVITIES	(11,314)	(39,149)	(234,787)
NET INCREASE IN CASH	168,279	146,048	314,771
CASH AT BEGINNING OF PERIOD	2,476,874	2,330,826	2,016,055
CASH AT END OF PERIOD	$ 2,645,153	$ 2,476,874	$ 2,330,826

SUPPLEMENTAL CASH FLOW INFORMATION

	2023	2022	2021
Interest paid	$ 191	$ 19	$ 113
Income taxes paid	$ 24,486	$ 12,424	$ 23,917

NOTE A – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

The Company is a regional service franchise of Coverall of North America, Inc. The Company's licensed territories consist of Baltimore, Maryland; Central Pennsylvania; Buffalo and Rochester, New York; Pensacola, Florida; Mobile, Alabama; Louisville and Lexington, Kentucky; and the Indianapolis, Indiana metropolitan areas.

The Company trades under the name Coverall Service Company.

The Company sells janitorial franchises and provides financing to franchisees in the form of individual franchise agreements. The Company enters into janitorial service contracts with customers and assigns the contracts to its franchisees subject to the terms and conditions of the Janitorial Franchise Agreement and subject to payment in full of franchise fees and financed portions of additional business.

PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include the accounts of N.G.T. Corporation as well as the accounts of its 80% owned subsidiary, TDELJ, LLC, which was formed to acquire the regional service franchise and certain other assets of Lelin, Inc. in Indianapolis, Indiana.

N.G.T. Corporation owns 80% of TDELJ, LLC but shares in 100% of the net income and losses of the subsidiary. Collectively, these entities are referred to as "The Company." All significant intercompany transactions and balances have been eliminated in consolidation.

BASIS OF ACCOUNTING

The consolidated financial statements are prepared on the accrual basis of accounting. Revenues are recognized in the period which they are earned. Expenses are recognized in the period in which they are incurred. The accompanying consolidated financial statements have been prepared under the standards of accounting principles generally accepted in the United States of America (U.S. GAAP).

VARIABLE INTEREST ENTITY

Financial Accounting Standards Board (FASB) Accounting Standards Codification, on Consolidation, requires the "primary beneficiary" of a variable interest entity ("VIE") to include the VIE's assets, liabilities and operating results in its consolidated financial statements. The primary beneficiary of a VIE is an entity that has a variable interest or a combination of variable interests that provide that entity with a controlling financial interest in the VIE. An entity is deemed to have a controlling interest in a VIE if it has both of the following characteristics: (a) the power to direct the activities of the VIE that most significantly impact the VIE's economic performance, and (b) the obligation to absorb losses of the VIE that could potentially be significant to the VIE or the right to receive benefits for the VIE that could potentially be significant to the VIE.

VARIABLE INTEREST ENTITY (continued)

The Companies included in these statements are separate legal entities but are related through common ownership. Management has determined that the Company has a variable interest in TDELJ, LLC and is the "primary beneficiary" of the VIE. Therefore, the Company has been consolidated with TDELJ, LLC in these financial statements and are collectively referred to as the "Company". All significant intercompany accounts and transactions have been eliminated in these consolidated financial statements.

REVENUE RECOGNITION

The Company recognizes revenue in accordance with ASC Topic 606, *Revenue from Contracts with Customers*.

Royalty and Support Fees

The janitorial franchise pays the company royalty fees of 5% of customer service billings and support fees (primarily for customer billing and collection services) of 10% of customer service billings. Revenues from these fees are recognized by the Company as the janitorial franchise earns the underlying customer service fees.

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. Outstanding performance obligations on initial franchise sales under the Janitorial franchise agreement are included in deferred revenue. After having met these obligations, the Company recognizes note revenue from the sale of franchises and additional business under the installment method and defers these amounts from revenue. They are subsequently recognized when the Company receives payment.

The initial franchise fee covers the initial business package, introductory training, as well as providing the franchise rights, which gives the franchisee the right to use the Company's symbolic intellectual property ("IP"). Under ASC 606, two or more goods or services (e.g. initial business package, training, and the franchise rights sold to the franchisee) are distinct from each other, and therefore separate performance obligations, when they are not in effect inputs to a single combined item that is the output of the contract. In adopting the new revenue standard, the Company has determined that the initial business package and training services provided, are the defined separate performance obligations. The portion of the initial franchise fee attributable to the symbolic intellectual property is de minimis.

Deferred revenues were established for introductory training not yet completed and initial janitorial revenue not yet offered. The Company has evaluated the value of training, based on the cost inputs, which included wages, equipment, content, and materials, and determined that they equate to the remainder of the total initial franchise fee after considering the value of the customer base sold.

The Company had deferred $2,004,225 and 2,593,827 in individual franchise sales and training revenue as of December 31, 2023 and 2022 respectively.

REVENUE RECOGNITION (continued)

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 and recognizes revenue from these programs in the period of coverage. Participation in these programs is optional.

Other Revenues

Customers, at their discretion, may purchase janitorial supplies from the Company. Revenues from goods sold to customers by the Company are recognized when goods are shipped.

DEPRECIATION

For financial reporting purposes, depreciation of fixed assets is computed using the straight-line method over the estimated useful lives of the assets. Depreciation expense was $90,174, $91,398, and $81,569 for the years ending December 31, 2023, 2022 and 2021 respectively.

VALUATION OF LONG-LIVED ASSETS

The Company accounts for the valuation of long-lived assets under the Impairment or Disposal of Long-Lived Assets topic of the FASB Accounting Standards Codification. Long-lived assets, such as property and equipment and purchased intangibles subject to depreciation and amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable and are evaluated at least annually. Recoverability of assets to be held and used is measured by comparing the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. Assets to be disposed of would be separately presented in the consolidated balance sheets and reported at the lower of the carrying amount or fair value less costs to sell and are no longer depreciated or amortized. The assets and liabilities of a disposed group classified as held for sale would be presented separately in the appropriate asset and liability sections of the consolidated balance sheets. Management believes the value of long-lived assets exceed their carrying value as of December 31, 2023 and 2022.

GOODWILL

Consideration paid in excess of the fair market value of assets acquired has been recorded as goodwill. In 2018, the Company adopted the accounting alternative available under ASC 250-20, *Accounting for Goodwill and Other Intangible Assets.* The accounting alternative was applied prospectively, and as a result, beginning January 1, 2018, goodwill is amortized on a straight-line basis over ten years. With the adoption of the new guidance, an annual impairment test is no longer required. Goodwill is now considered for impairment if a triggering event, as defined, exists. As of December 31, 2023 and 2022, no write-down of goodwill has been recorded.

Amortization expense was $23,469 for each of the years ending December 31, 2023, 2022 and 2021 respectively.

INCOME TAXES

The Company, with the consent of its shareholder, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporate income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for Federal or state income taxes has been included in these consolidated financial statements.

The Company does business in Pennsylvania, New York, Kentucky, Indiana, Alabama and Mississippi which taxes the Company as a Corporation. Accordingly, an expense or benefit for such income taxes is reflected in the Company's consolidated financial statements.

ACCOUNTING FOR UNCERTAIN INCOME TAXES

The Company applies the Accounting for Uncertainty in Income Taxes standard of the FASB Accounting Standards Codification. The standard requires the recognition and measurement of uncertain tax positions taken or expected to be taken by the Company in the preparation of its tax returns. The Company determines whether it is more-likely-than-not that a certain tax position will be sustained upon examination by a taxing authority. If an uncertain tax position is less-likely-than-not to be sustained, an estimate of the potential effect is recognized in the consolidated financial statements and the uncertain tax position is required to be disclosed. Per the Company's evaluation as of December 31, 2023, including all prior tax years subject to examination, it was determined that no material adjustments were required in the consolidated financial statements for tax positions less-likely-than-not to be sustained upon examination by a taxing authority. The Company believes it is no longer subject to income tax examinations for years prior to 2020.

CONCENTRATIONS OF CREDIT RISK

The Company maintains cash balances at a financial institution headquartered in Pennsylvania. The Company's accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $250,000 as of December 31, 2023 and 2022. The Company had $2,465,755 and $2,352,434 as of uninsured cash balances as of December 31, 2023 and 2022 respectively.

The Company performs ongoing credit evaluations of its franchisees' customers' financial condition and requires no collateral from these customers. Outstanding credit to the franchisee's customers was $2,766,463 and $2,410,414 as of December 31, 2023 and 2022 respectively.

The Company performs ongoing credit evaluations of its franchisees' financial condition. Notes receivable from franchisees are personally guaranteed and are collateralized by the franchisee rights sold (Note B). Outstanding credit to franchisees (notes receivable) was $2,108,409 and $2,517,929 as of December 31, 2023 and 2022 respectively.

USE OF ESTIMATES

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

FRANCHISEES' ACCOUNTS RECEIVABLE

The Company extends unsecured credit to customers on behalf of the franchisees in the ordinary course of business and mitigates the associated credit risk by performing ongoing credit evaluations of customers. After completion of the Company's performance obligations, the Company has an unconditional right to consideration as outlined in its arrangement with franchisees. The Franchisee's accounts receivables are generally due in 10 days. Management determines past due accounts based on customer experience and other relevant factors. Billed amounts represent invoices that have been prepared and sent to the customer.

The franchisee's accounts receivable are periodically written off by utilizing the direct write-off method when the Company determines that an account is uncollectible. The Company also computes an allowance for doubtful accounts, which is derived from both historical data and a prospective analysis of each franchisee's accounts receivable, and considers reasonable and supportable forecasts of economic conditions that could impact collectability of the franchisee's accounts receivable. The Company recognized an allowance for doubtful accounts of $79,299 as of December 31, 2023.

Prior to January 1, 2023, the Company computed an allowance for doubtful accounts which was derived only from historical data. The allowance for doubtful accounts was $23,863 as of December 31, 2022.

ADVERTISING

Non-direct-response advertising costs of $194,507, $177,679, and $175,737 for the years ending December 31, 2023, 2022 and 2021 respectively were expensed as incurred.

PRESENTATION OF SALES TAX

The states, cities and counties in which the Company operates impose sales tax at varying rates on the Company's sales to franchises and nonexempt customers. The Company collects these sales taxes from franchises and customers and then remits those amounts to the appropriate states, counties and cities. The Company's accounting policy is to exclude the tax collected and remitted from revenues and cost of sales.

SUBSEQUENT EVENTS

The Company's management has evaluated subsequent events through March 25, 2024, the date the consolidated financial statements were available to be issued. The Company did not have any material recognizable subsequent events during this period. Management has determined no events occurred that would require recognition or disclosure in the consolidated financial statements.

CHANGE IN ACCOUNTING PRINCIPLE

Accounting Standards Update No. 2016-02 Topic 842 (ASC 842)

The Company has adopted ASC 842, *Leases* and related amendments for the accounting period beginning January 1, 2022 by utilizing the adoption date transition method.

Lease activity on the consolidated financial statements for years ending December 31, 2021 and prior are presented under the previous standard, ASC 840. Accordingly, adoption of ASC 842 resulted in no changes to prior year net income or retained earnings.

CHANGE IN ACCOUNTING PRINCIPLE (continued)

Accounting Standards Update No. 2016-03 Topic 326 (ASC 326)

The Company has adopted ASC 326, *Measurement of Credit Losses on Financial Instruments* for the accounting period beginning January 1, 2023. ASC 326 requires financial assets measured at amortized cost to be presented at the net amount expected to be collected, through an allowance for credit losses that are expected to incur over the remaining life of the asset, rather than incurred losses. Estimated credit losses for years ending December 31, 2022 and prior are presented under the previous standard, ASC 310. Accordingly, adoption of ASC 326 resulted in no changes to prior year net income or retained earnings.

NOTE B – NOTES RECEIVABLE, FRANCHISEES

Notes receivable represent Company-offered financing of the initial and business upgrade franchise fees and equipment purchases. The individual franchisee notes receivable are due primarily over 3 to 36 month terms with interest at 12%. Individual franchisee notes are secured by the franchise purchased and guaranteed by the franchisee. A portion of the initial fee is subject to refund if the Company does not satisfy its obligation under the franchise agreement.

Estimated principal maturities on notes receivable from franchisees are as follows:

Year Ending December 31,	Principal Maturities
2024	$ 1,454,121
2025	453,021
2026	198,107
2027	3,160
	$ 2,108,409
Less: Current Portion	(1,454,121)
	$ 654,288

Notes receivable from franchisees are periodically written off utilizing the direct write-off method when the Company determines that the note is uncollectible. The Company also computes an allowance for doubtful notes, which is derived from both historical data and a prospective analysis of each franchisee with a note balance, and considers reasonable and supportable forecasts of economic conditions that could impact collectability of notes receivable from franchisees. The Company's allowance for doubtful notes was $198,109 for the year ending December 31, 2023.

Notes Receivable (Current)	$ 1,454,121
Less: allowance for doubtful notes (Current)	(136,636)
	$ 1,317,485
Notes Receivable (Non-current)	$ 654,288
Less: allowance for doubtful notes (Non-current)	(61,473)
	$ 592,185

NOTE C – ROYALTIES AND BUSINESS DEVELOPMENT FEES

The service franchise agreement requires that the Company pay a monthly business development fee of 1.5% of monthly gross revenues. The agreement also requires that the Company pay a monthly royalty fee of 1 – 4% based on volume of monthly gross revenues.

NOTE D – RETIREMENT PLAN

The Company sponsors a 401(k) plan (the Plan) which covers all eligible employees. An employee becomes eligible to participate in the Plan at 90 days following their date of hire. The Company matches up to 4% of an eligible employee's compensation for the Plan year. The Company's matching contribution is made under a safe harbor election and is immediately vested to the employee.

In December 2023, the Company began migration of the Plan from its previous administrator to a new one. A resulting blackout period was imposed by the new Plan administrator which began on January 3, 2024. All Plan assets and participant records were successfully transferred to the new administrator, and the Plan exited blackout on February 14, 2024. Migration of the Plan had no material impact to the Company's or the Plan's financial statements. The Company's matching contribution to the Plan was $189,816, $184,227, and $149,937 in the years ending December 31, 2023, 2022 and 2021 respectively.

NOTE E – LEASING ARRANGEMENTS

The Company leases office facilities under agreements accounted for as operating leases. These leases contain renewal options and escalation provisions that expire on various dates through March 2029. Lease expense is recognized on a straight-line basis over the lease term.

The Company reports a Lease Liability for payments due over the collective lease terms. The Company's outstanding lease obligations as of December 31, 2023 totaled:

Operating Lease Liabilities	$	1,093,617
Less: current portion		(385,693)
	$	707,924

Undiscounted lease liabilities on operating leases are scheduled to mature as follows:

Year Ending December 31	Maturity of Lease Liability	
2024	$	385,693
2025		284,361
2026		191,479
2027		108,568
2028 and later		123,515
		1,093,617
Less: Current Portion		(385,693)
	$	707,924

NOTE E – LEASING ARRANGEMENTS (continued)

The Company also records an asset for its Right-Of-Use at these facilities. As of January 1, 2022, the adoption date of ASC 842 (Note A), total Right-Of-Use assets recorded by the Company were $836,579. The Company recorded an additional $316,045 in Right-Of-Use assets for certain office leases that were renewed in the year ending December 31, 2022. Right-Of-Use assets totaled $1,096,792 and $723,131 as of December 31, 2023 and 2022 respectively.

The weighted average remaining lease term and weighted average discount rate of the Company's operating leases respectively were 3.58 years and 4.17% as of December 31, 2023, and 2.18 years and 2.40% as of December 31, 2022.

Rent expense for office facilities in which the Company recognizes a Lease Liability and corresponding Right-Of-Use asset was $531,769, $479,351, and $466,640 for the years ending December 31, 2023, 2022 and 2021, respectively.

The Company also leases an office facility and certain office equipment with an initial term of twelve months or less. These leases are not recorded on the balance sheet. Rent expense for such leases was $30,857, $29,099, and $27,691 for the years ending December 31, 2023, 2022 and 2021 respectively.

NOTE F – FRANCHISE RIGHTS

Purchased franchise rights are carried at cost less accumulated amortization computed using the straight-line method over a 15-year period. Amortization expense related to franchise rights was $1,667 for each of the years ending December 31, 2023, 2022 and 2021 respectively. Franchise rights consist of the following:

	As of December 31,	
	2023	2022
Cost	$ 548,134	$ 548,134
Less: Accumulated Amortization	(532,024)	(530,357)
	$ 16,110	$ 17,777

NOTE G – GUARANTEED PAYMENTS TO LELIN INC.

TDELJ, LLC was formed on August 21, 2018. Members of the LLC consist of N.G.T. Corporation and Lelin, Inc. dba Coverall of Indianapolis (Note A). Lelin, Inc. owned the regional service franchise of Coverall of North America, Inc. for the Indianapolis, Indiana territory (the Indianapolis Territory).

On September 1, 2018, TDELJ, LLC purchased the Indianapolis Territory and certain other assets owned by Lelin, Inc. for $250,000 which consisted of a $50,000 cash down payment and a $200,000 note payable which the Company paid off in September 2023.

The agreement also provided for guaranteed monthly payments of $4,166.67 which became due to Lelin, Inc. starting on September 30, 2023 and continues until such a time where TDELJ, LLC or the Indianapolis Territory is sold or otherwise disposed of.

Guaranteed payments to Lelin Inc. totaled $16,667 for the year ending December 31, 2023.

*****

EXHIBIT B.2

COVERALL ACQUISITION, LLC AND SUBSIDIARIES
FINANCIAL STATEMENTS

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Coverall Acquisition, LLC and Subsidiaries

Consolidated Financial Report
December 31, 2023

Contents

Independent auditor's report	1-2
Financial statements	
Consolidated balance sheets	3
Consolidated statements of income	4
Consolidated statements of changes in equity	5
Consolidated statements of cash flows	6-7
Notes to consolidated financial statements	8-31

RSM US LLP

Independent Auditor's Report

Board of Directors
Coverall Acquisition, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of Coverall Acquisition, LLC and Subsidiaries (Successor Company), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, the related consolidated statements of income, changes in equity and cash flows for the years ended December 31, 2023 and 2022 and the period from July 1, 2021 through December 31, 2021 (Successor Period), and the related notes to the consolidated financial statements. We have also audited the consolidated financial statements of CNA Holding Corporation and Subsidiaries (Predecessor Company), which comprise the consolidated statements of income, changes in equity, and cash flows for the period from January 1, 2021 through June 30, 2021 (Predecessor Period), and the related notes to the consolidated financial statements. The consolidated financial statements of the Predecessor Company and the Successor Company and the related notes to the consolidated financial statements are collectively referred to herein as the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Coverall Acquisition, LLC and Subsidiaries as of December 31, 2023 and 2022, and the results of their operations and their cash flows for the years ended December 31, 2023 and 2022 and the Successor Period, and the results of CNA Holding Corporation and Subsidiaries operations and their cash flows for the Predecessor Period, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter

As discussed in Note 2 to the financial statements, on June 30, 2021, the Successor Company entered into a Stock Purchase Agreement, which resulted in the purchase of 100% of the equity interests of the Predecessor Company leading to predecessor/successor financial reporting. As a result of these different bases of accounting, these periods are not comparable to one another as they are effectively different accounting entities. Our opinion is not modified with respect to this matter.

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

Responsibilities of Management for the Financial Statements
Management of both the Successor Company and Predecessor Company are responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, both the Successor and the Predecessor Company's management are required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Successor Company and the Predecessor Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by Successor Company and Predecessor Company management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Successor Company and Predecessor Company's ability to continue as a going concern for a reasonable period of time.

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

RSM US LLP

Fort Lauderdale
March 26, 2024

Coverall Acquisition, LLC and Subsidiaries

Consolidated Balance Sheets
December 31, 2023 and 2022

	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	**$ 14,543,000**	$ 14,466,000
Restricted cash	**426,000**	426,000
Franchisees' accounts receivable, net of allowance for credit losses of $597,000 and $201,000 in 2023 and 2022, respectively	**23,922,000**	21,047,000
Inventories	**610,000**	568,000
Current maturities of notes receivable from franchisees, net of allowance for credit losses of $1,631,000 and $1,897,000 in 2023 and 2022, respectively	**5,546,000**	5,913,000
Prepaid expenses and other current assets	**2,610,000**	3,930,000
Total current assets	**47,657,000**	46,350,000
Notes receivable from franchisees, less current maturities, net of allowance for credit losses of $440,000 and $517,000 in 2023 and 2022, respectively	**1,426,000**	1,614,000
Equipment and leasehold improvements, net	**3,949,000**	2,854,000
Intangible assets, net	**79,006,000**	91,269,000
Goodwill	**98,946,000**	95,861,000
Operating lease right of use assets, net	**6,946,000**	6,398,000
Other assets	**760,000**	988,000
Total assets	**$ 238,690,000**	$ 245,334,000
Liabilities and Equity		
Current liabilities:		
Outstanding checks in excess of cash balances	**$ 1,332,000**	$ 1,068,000
Accounts payable	**31,123,000**	32,171,000
Accrued expenses	**8,097,000**	8,449,000
Self-insurance reserves	**1,069,000**	760,000
Deferred revenue	**3,317,000**	3,549,000
Current maturities of operating lease liabilities	**2,800,000**	2,219,000
Current maturities of long-term debt	**4,249,000**	5,640,000
Total current liabilities	**51,987,000**	53,856,000
Deferred tax liabilities, net	**15,414,000**	20,668,000
Operating lease liabilities, less current maturities	**4,378,000**	4,292,000
Long-term debt, net less current maturities	**95,385,000**	97,341,000
Total liabilities	**167,164,000**	176,157,000
Commitments and contingencies		
Total equity	**71,526,000**	69,177,000
Total liabilities and equity	**$ 238,690,000**	$ 245,334,000

See notes to consolidated financial statements.

Coverall Acquisition, LLC and Subsidiaries

Consolidated Statements of Income

	Year Ended December 31, 2023	Year Ended December 31, 2022	Period From July 1, 2021 Through December 31, 2021 (Successor)	Period From January 1, 2021 Through June 30, 2021 (Predecessor)
Revenues:				
Royalty and support fees	**$ 52,641,000**	$ 50,121,000	$ 22,683,000	$ 22,100,000
Franchise fees	**20,177,000**	19,110,000	9,227,000	8,770,000
Other franchise revenue	**19,733,000**	19,221,000	8,721,000	9,030,000
Interest income	**908,000**	956,000	470,000	445,000
Total revenues	**93,459,000**	89,408,000	41,101,000	40,345,000
Operating expenses:				
Selling, general and administrative expenses	**59,562,000**	60,082,000	26,889,000	26,775,000
Costs of other franchise revenue	**6,347,000**	5,618,000	2,748,000	3,134,000
Depreciation and amortization	**12,841,000**	13,044,000	6,480,000	2,536,000
Total operating expenses	**78,750,000**	78,744,000	36,117,000	32,445,000
Operating income	**14,709,000**	10,664,000	4,984,000	7,900,000
Interest expense, net	**12,505,000**	9,712,000	4,186,000	791,000
Income before income taxes	**2,204,000**	952,000	798,000	7,109,000
Income tax expense (benefit)	**141,000**	339,000	(952,000)	960,000
Net income	**$ 2,063,000**	$ 613,000	$ 1,750,000	$ 6,149,000

See notes to consolidated financial statements.

Coverall Acquisition, LLC and Subsidiaries

Consolidated Statements of Changes in Equity

	Common Stock		Additional Paid-In	Retained	
	Shares	Amount	Capital	Earnings	Total
Balance, December 31, 2020	18,000,000	$ 180,000	$ 39,382,000	$ 17,064,000	$ 56,626,000
Net income	-	-	-	6,149,000	6,149,000
Balance, June 30, 2021 (Predecessor)	18,000,000	$ 180,000	$ 39,382,000	$ 23,213,000	$ 62,775,000

	Total Equity (Deficit)
Balance, July 1, 2021 (Successor)	$ (4,683,000)
Capital contribution	71,253,000
Share-based compensation	77,000
Net income	1,750,000
Balance, December 31, 2021	68,397,000
Share-based compensation	167,000
Net income	613,000
Balance, December 31, 2022	69,177,000
Capital contribution	120,000
Share-based compensation	174,000
Repurchase of profit interest units	(8,000)
Net income	2,063,000
Balance, December 31, 2023	**$ 71,526,000**

Coverall Acquisition, LLC and Subsidiaries

Consolidated Statements of Cash Flows

	Year Ended December 31, 2023	Year Ended December 31, 2022	Period From July 1, 2021 Through December 31, 2021 (Successor)	Period From January 1, 2021 Through June 30, 2021 (Predecessor)
Cash flows from operating activities:				
Net income	**$ 2,063,000**	$ 613,000	$ 1,750,000	$ 6,149,000
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation and amortization	**577,000**	791,000	416,000	461,000
Amortization of debt issuance costs	**568,000**	568,000	240,000	-
Amortization of intangibles	**12,263,000**	12,253,000	6,063,000	2,076,000
Deferred income taxes	**(5,254,000)**	(3,496,000)	(2,182,000)	(1,517,000)
Share-based compensation	**174,000**	167,000	77,000	-
Loss on disposal of equipment and leasehold improvements	**-**	5,000	-	10,000
Change in operating lease of right of use assets	**3,111,000**	2,215,000	-	-
Changes in operating assets and liabilities:				
(Increase) decrease in:				
Accounts receivable	**(2,381,000)**	(3,285,000)	216,000	(176,000)
Inventories	**(38,000)**	11,000	(15,000)	7,000
Notes receivable	**713,000**	606,000	1,056,000	(688,000)
Prepaid expenses and other assets	**1,345,000**	(55,000)	(1,127,000)	(776,000)
Other assets	**244,000**	134,000	9,000	(180,000)
Increase (decrease) in:				
Accounts payable	**(1,548,000)**	7,339,000	95,000	232,000
Accrued expenses	**(411,000)**	244,000	(3,947,000)	629,000
Deferred revenue	**(232,000)**	(376,000)	(2,119,000)	340,000
Self-insurance reserves	**309,000**	(325,000)	(67,000)	(124,000)
Operating lease liabilities	**(2,992,000)**	(2,148,000)	-	-
Net cash provided by operating activities	**8,511,000**	15,261,000	465,000	6,443,000
Cash flows from investing activities:				
Purchases of equipment and leasehold improvements	**(1,672,000)**	(2,403,000)	(275,000)	(154,000)
Acquisitions, net of cash acquired and net working capital	**(3,223,000)**	(10,708,000)	(159,182,000)	(64,000)
Net cash used in investing activities	**(4,895,000)**	(13,111,000)	(159,457,000)	(218,000)
Cash flows from financing activities:				
Increase (decrease) in outstanding checks in excess of cash balances	**264,000**	(1,209,000)	(483,000)	(421,000)
Proceeds from long-term debt borrowings	**1,560,000**	8,580,000	100,000,000	-
Payment on debt issuance costs	**-**	-	(2,844,000)	-
Principal payments on long-term debt	**(5,475,000)**	(3,188,000)	(375,000)	(6,080,000)
Net repayments on line of credit	**-**	-	-	(2,000,000)
Capital contributions	**120,000**	-	71,253,000	-
Repurchase of profit interest units	**(8,000)**	-	-	-
Net cash (used in) provided by financing activities	**(3,539,000)**	4,183,000	167,551,000	(8,501,000)
Net increase (decrease) in cash, cash equivalents and restricted cash	**77,000**	6,333,000	8,559,000	(2,276,000)
Cash, cash equivalents and restricted cash:				
Beginning	**14,892,000**	8,559,000	-	6,820,000
Ending	**$ 14,969,000**	$ 14,892,000	$ 8,559,000	$ 4,544,000

(Continued)

Coverall Acquisition, LLC and Subsidiaries

Consolidated Statements of Cash Flows (Continued)

	Year Ended December 31, 2023	Year Ended December 31, 2022	Period From July 1, 2021 Through December 31, 2021 (Successor)	Period From January 1, 2021 Through June 30, 2021 (Predecessor)
Supplemental disclosures of cash flow information:				
Cash paid for interest	**$ 9,882,000**	$ 6,390,000	$ 1,995,000	$ 845,000
Cash paid for taxes	**$ 3,928,000**	$ 4,384,000	$ 2,022,000	$ 1,692,000
Supplemental disclosures of noncash operating and financing activities:				
Right of use asset and operating lease liabilities recorded on the adoption on ASC 842	**$ -**	$ 7,025,000	$ -	$ -
Right of use assets obtained in exchange for new operating lease liabilities	**$ 3,659,000**	$ 1,136,000	$ -	$ -

See notes to consolidated financial statements.

Note 1. Nature of Business and Significant Accounting Policies

Nature of business: Coverall Acquisition, LLC (the Company or Coverall Acquisition) was formed as a limited liability company in the State of Delaware on June 4, 2021. The Company began operations on June 30, 2021, through its acquisition of CNA Acquisition, LLC and its wholly owned subsidiaries (the Sellers or CNA).

The Company 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 selling franchises, equipment, supplies, and procuring commercial cleaning customers. 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: selling, training and supporting Janitorial franchises, and procuring customer accounts. 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 and Asia.

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

On January 31, 2022, the Company, acquired all the outstanding equity interest of Warjon, Inc. (Warjon) for total consideration of approximately $10,798,000 as more fully discussed in Note 2.

On May 31, 2023, the Company, acquired all the outstanding equity interest of R. & B. Services, Inc. (R&B) for total consideration of approximately $3,223,000 as more fully discussed in Note 2.

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

Basis of presentation: As further discussed in Note 2, on June 30, 2021, the Company entered into a Stock Purchase Agreement, which resulted in the purchase of 100% of the equity interests of the Sellers. The consolidated statements present the consolidated results of operations of Coverall Acquisition and its wholly owned subsidiaries (hereinafter referred to collectively as the Company) for the years ended December 31, 2023 and 2022 and for the period from July 1, 2021 through December 31, 2021 (Successor Period), and the consolidated results of operations of CNA for the period from January 1, 2021 through June 30, 2021 (Predecessor Period). As a result of these different bases of accounting, these periods are not comparable to one another as they are effectively different accounting entities.

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

The significant differences to the consolidated statements of income and cash flows include depreciation and amortization of certain tangible and intangible assets recorded at fair value as of June 30, 2021, certain expenses related to the transaction and interest expense from acquisition debt. The significant differences to the consolidated balance sheet include adjustments to certain assets and liabilities, which were adjusted to fair value as of June 30, 2021, and adjustments to debt and equity associated with the post-acquisition capital structure.

Principles of consolidation: The accompanying consolidated financial statements include the accounts of Coverall Acquisition, LLC and its wholly owned Subsidiaries: CNA Acquisition, LLC, CNA Holding Corporation, Coverall North America, Inc. and Melton Franchise Systems, Inc. All material intercompany accounts and transactions have been eliminated in consolidation. In March 2022, the operations of Melton Franchise Systems, Inc. were merged with Coverall North America, Inc.

Use of estimates: The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. 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 consolidated 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: The Company recognizes revenue in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations in the contract
- Recognize revenue when or as performance obligations are satisfied

The core principle of the standard is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In addition, the standard requires disclosure of the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers.

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.

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

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.

The Initial Franchise Fee covers the initial business package, introductory training, as well as providing the franchise right, which gives the franchisee the right to use the Company's symbolic intellectual property (IP). Under ASC 606, two or more goods or services (e.g. initial business package, training and the franchise right sold to the franchisee) are distinct from each other, and therefore, separate performance obligations, when they are not in effect inputs to a single combined item that is the output of the contract. The Company has determined that the initial business package and training services provided, are the defined separate performance obligations. The portion of the initial franchise fee attributable to the symbolic intellectual property is de minimis.

Deferred revenues were established for initial training not yet completed. The Company has evaluated the value of training, based on the cost inputs, which include wages, equipment, content, materials, and travel costs, and has determined that they equate to the remainder of total Initial Franchisee fee after considering the value of the customer base sold.

***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.

Sales commission: Incremental costs of obtaining a contract should be capitalized as assets at inception of the contract. The Company capitalized the commission for initial franchise sales and amortized over the average tenure of a Franchisee.

Cash and cash equivalents: Cash and cash equivalents include all highly liquid instruments purchased with original maturity of three months or less. 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 8.

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

Cash, cash equivalents and restricted cash consists of the following at December 31, 2023 and 2022:

	2023	2022
Cash and cash equivalents	$ 14,543,000	$ 14,466,000
Restricted cash	426,000	426,000
	$ 14,969,000	$ 14,892,000

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.

Changes in the Company's allowance for credit losses are as follows for the year ended December 31, 2023:

	2023	2022	Successor Period	Predecessor Period	2020
Balance at beginning of period	$ 201,000	$ 56,000	$ -	$ 825,000	$ 453,000
Bad debt expense (recovery)	396,000	145,000	56,000	(108,000)	372,000
Balance at end of period	$ 597,000	$ 201,000	$ 56,000	$ 717,000	$ 825,000

Notes receivable from franchisees: U.S. 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, consisting primarily of cleaning supplies and equipment, are stated at the lower of cost and net realizable value using the first in first out (FIFO) cost method. Net realizable value is defined as estimated selling price in the ordinary course of business, less disposal and transportation. The Company determines inventory reserves by regularly reviewing and evaluating individual inventory items and their movement history. Inventory is reserved when deemed obsolete or unsellable. As of December 31, 2023 and 2022, the Company determined that there was no reserve needed for slow-moving inventory.

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

Equipment and leasehold improvements: Purchases of equipment and leasehold improvements are stated at cost, net of accumulated depreciation. Major improvements that substantially extend an asset's useful life are capitalized. Repairs, maintenance, and minor improvements are charged to operations as incurred. Leasehold costs and improvements are amortized over the lesser of the estimated useful lives or the remaining lease terms. Equipment and leasehold improvements acquired through business combination transactions were recorded at fair value on the date of the acquisition. Depreciation is charged to expense over the estimated useful lives of the related assets and is computed using the straight-line method, which range from two to five years.

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. Debt issuance costs related to the delayed draw term loan, and revolving lines of credit are being amortized using the straight-line method over the term of the related debt agreement. Debt issuance costs related to the term loan 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, 2023 and 2022, debt issuance costs being recorded as a discount on related debt amounted to approximately $1,467,000 and $2,036,000, respectively, net of accumulated amortization. Interest expense related to the amortization of debt issuance costs for the years ended December 31, 2023 and 2022 and for the successor and predecessor periods was approximately $568,000, $568,000, $240,000, and $0, respectively.

Advertising: The Company expenses advertising and promotion costs as incurred. Advertising expense totaled approximately $40,000, $75,000, $24,000, and $63,000, for the years ended December 31, 2023 and 2022 and for the successor and predecessor periods, respectively. These costs are included within selling, general and administrative expenses in the accompanying consolidated statements of income.

Share-based compensation: The Company accounts for share-based compensation pursuant to accounting guidance that requires the measurement and recognition of compensation expense at the fair value of the share-based awards as of the grant date. Compensation expense for share-based awards to key employees and managers are recognized on a straight-line basis over the requisite service period. For the years ended December 31, 2023 and 2022, and the successor and predecessor periods, the Company recorded approximately $174,000, $167,000, $77,000, and $0, respectively, of noncash compensation expenses for units awarded and vested. The Company accounts for forfeitures as they occur.

Business combinations: Identifiable assets acquired and liabilities assumed in a business combination are recorded at fair value at the acquisition date. Management, in consultation with an independent third-party valuation expert, estimated fair values based on assumptions they believe to be reasonable and representative of those from the perspective of a market participant. These estimates are based on historical experience and information obtained from the management of the acquired entities. The Company accounts for revenue contracts acquired in a business combination in accordance with ASC 606. Acquisition-related costs are expensed as operating expenses when incurred and when the related services have been received and are included within selling, general, and administrative expenses on the accompanying consolidated statements of income.

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

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the business combination occurs, the Company reports provisional amounts for the items for which the accounting is incomplete. During the measurement period, which does not exceed one year, the Company retrospectively adjusts the provisional amounts recognized at the acquisition date or recognizes additional assets or liabilities to reflect new information obtained about facts and circumstances that existed as of the acquisition date and, if known, would have affected the measurement of the amounts recognized as of that date.

Goodwill: Goodwill represents the excess of the purchase price over the value assigned to identifiable assets acquired and liabilities assumed in a business combination.

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 during the years ended December 31, 2023 and 2022 and the successor and predecessor periods.

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 9 to 15 years.

Impairment of long-lived assets: The Company evaluates the recoverability of its 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 during the years ended December 31, 2023 and 2022 and the successor and predecessor periods.

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 consolidated 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.

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

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: The Company is a single-member limited liability company which is disregarded for federal and state income tax purposes. All income tax liabilities and/or benefits associated with the Company's operations are passed through to the member. However, a wholly owned subsidiary of the Company is a taxable entity and as such accounts for income taxes in accordance with the FASB ASC 740, 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. All deferred income tax assets and liabilities are presented as noncurrent for all periods presented in the consolidated financial statements.

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 consolidated financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions. Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefit that is more than 50% likely of being realized upon settlement with the applicable taxing authority. The portion of the benefits associated with tax positions that exceeds the amount measured as described above (if any) would be reflected as a liability for unrecognized tax benefits in the accompanying consolidated balance sheets.

In the event the Company were to recognize interest and penalties related to uncertain tax positions, it would be recognized in the consolidated financial statements as income tax expense. The Company did not have any uncertain tax positions that would affect the consolidated results of operations and financial position for the years ended December 31, 2023 and 2022 and the successor and predecessor periods.

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

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 consolidated balance sheets in accrued expenses and prepaid expenses as of December 31, 2023 and 2022. As of December 31, 2023 and 2022, there are approximately $0 and $28,000, respectively, of loss contingencies in accrued expenses and no prepaid assets for indemnified cases. There were no loss contingencies as of December 31, 2023.

Leases: The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company recognizes most leases on its balance sheets as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Leases are classified as either finance leases or operating leases based on certain criteria. Classification of the lease affects the pattern of expense recognition in the income statement.

The Company made an accounting policy election available not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease (or January 1, 2022, for existing leases upon the adoption of ASC Topic 842, Leases). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives received. To determine the present value of lease payments, the Company made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of Topic 842).

Future lease payments may include fixed-rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes of an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Residual value guarantees or payments for terminating the lease are included in the lease payments only when it is probable they will be incurred.

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

The Company has made an accounting policy election to account for lease and nonlease components in its contracts as a single lease component for its real estate, vehicle and equipment asset classes. The nonlease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

Accounting pronouncements adopted: In April 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2020-04, *Reference Rate Reform (Topic 848)*. The FASB issued ASU 2020-04 to provide optional expedients and exceptions for applying U.S. GAAP to contract modifications, hedging relationships and other transactions affected by the anticipated transition away from London Interbank Offered Rate (LIBOR). The Company adopted ASU 2020-04 effective January 1, 2023. The adoption of this standard did not have a material impact on the accompanying financial statements.

In June 2016, the FASB issued guidance (FASB ASC 326) which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the company that are subject to the guidance in FASB ASC 326 were trade accounts receivable and notes receivable. The Company adopted the standard effective January 1, 2023. The impact of the adoption was not considered material to the financial statements due to the short duration of customers' trade receivables and notes receivable. The Company does not have any available-for-sale debt securities.

Subsequent events: Management has evaluated subsequent events through March 26, 2024, which is the date the consolidated financial statements were available to be issued.

Note 2. Business Combinations

R & B

On May 31, 2023, the Company acquired 100% all the outstanding equity interests of R & B for total consideration of approximately $3,223,000. The transaction was primarily funded through $2,500,000 in long-term debt borrowings and cash of approximately $500,000, net of aggregate transaction costs, and working capital adjustment amounting to approximately $223,000.

The business combination was accounted for under the acquisition method of accounting. Under the acquisition method of accounting, the results of operations of the acquired business are included in the accompanying consolidated financial statements from the date of acquisition. The net assets acquired were adjusted to their estimated fair values as of the date of acquisition.

The components of the preliminary purchase price allocation are summarized in the following table, based on the information available to management through the issuance date of the consolidated financial statements:

Franchisees' accounts receivable	$	494,000
Notes receivable from franchisees		158,000
Prepaid expenses and other current assets		25,000
Inventory		4,000
Other assets		16,000
Goodwill		3,085,000
Total assets acquired		3,782,000
Accounts payable		500,000
Accrued expenses		59,000
Total liabilities assumed		559,000
Net assets acquired	$	3,223,000

The business combination described was accounted for under the acquisition method of accounting. Under the acquisition method of accounting the results of operations of the acquired business are included in the accompanying consolidated financial statements from the date of acquisition forward. The total purchase price has been allocated to assets acquired and liabilities assumed in connection with the acquisition based on their estimated fair values.

The purchase price of $3,223,000 exceeded the fair value of net assets acquired. Accordingly, the Company recognized the excess of purchase price over the fair value of the net assets of acquired $3,085,000 as goodwill. The goodwill arises from the cumulative processes, procedures and knowledge of the Company's workforce. None of the goodwill is expected to be deductible for income tax purposes. The fair value of the remaining assets acquired and liabilities assumed were not significantly different from their carrying value.

Acquired notes receivable, of approximately $158,000, consists of gross contractual receivables with no reduction for contractual cash flows as management deemed all receivables to be collectible. Acquired franchisees' accounts receivable, of approximately $494,000, consists of gross contractual receivables of with no reduction for contractual cash flows as management deemed all receivables to be collectible.

In connection with the acquisition, the Company incurred transaction costs of approximately $36,000 which were expensed as incurred, and included in selling, general and administrative expenses in the accompanying consolidated statements of income for the year ended December 31, 2023.

Note 2. Business Combinations (Continued)

Warjon

On January 31,2022, the Company acquired 100% all the outstanding equity interests of Warjon for total consideration of approximately $10,798,000. The transaction was primarily funded through $8,580,000 in long-term debt borrowings and cash of approximately $1,918,000, net of aggregate transaction costs, and working capital adjustment amounting to approximately $300,000.

The business combination was accounted for under the acquisition method of accounting. Under the acquisition method of accounting, the results of operations of the acquired business are included in the accompanying consolidated financial statements from the date of acquisition. The net assets acquired were adjusted to their estimated fair values as of the date of acquisition.

The components of the preliminary purchase price allocation are summarized in the following table, based on the information available to management through the issuance date of the consolidated financial statements:

Cash	$ 90,000
Franchisees' accounts receivable	1,283,000
Notes receivable from franchisees	827,000
Prepaid expenses and other current assets	23,000
Other assets	106,000
Equipment and leasehold improvements	56,000
Operating right of use assets	498,000
Goodwill	10,046,000
Total assets acquired	12,929,000
Accounts payable	1,310,000
Accrued expenses	323,000
Operating lease liabilities	498,000
Total liabilities assumed	2,131,000
Net assets acquired	$ 10,798,000

The business combination described was accounted for under the acquisition method of accounting. Under the acquisition method of accounting the results of operations of the acquired business are included in the accompanying consolidated financial statements from the date of acquisition forward. The total purchase price has been allocated to assets acquired and liabilities assumed in connection with the acquisition based on their estimated fair values.

Acquired notes receivable, of approximately $827,000, consists of gross contractual receivables of approximately $877,000 after reduction for approximately $50,000 for contractual cash flows that are estimated to be uncollectible. Acquired franchisees' accounts receivable, of approximately $1,283,000, consists of gross contractual receivables of approximately $1,292,000 after reduction for $9,000 of contractual cash flows that are estimated to be uncollectible.

The purchase price of $10,798,000 exceeded the fair value of net assets acquired. Accordingly, the Company recognized the excess of purchase price over the fair value of the net assets of acquired $10,046,000 as goodwill. The goodwill arises from the cumulative processes, procedures and knowledge of the Company's workforce. None of the goodwill is expected to be deductible for income tax purposes. The fair value of the remaining assets acquired and liabilities assumed were not significantly different from their carrying value.

Note 2. Business Combinations (Continued)

In connection with the acquisition, the Company incurred transaction costs of approximately $40,000, which were expensed as incurred, and included in selling, general and administrative expenses in the accompanying consolidated statements of income for the year ended December 31, 2022.

CNA Acquisition, LLC

On June 30, 2021, by the effects of an Asset Purchase Agreement, the Company, purchased all the outstanding equity of CNA Acquisition, LLC, in exchange for total consideration of $163,726,000, after working capital adjustments. The consideration transferred was funded through capital contributions of approximately $71,253,000 and debt with a third-party lender of approximately $92,473,000, net of transaction expenses and deferred financing costs of $4,683,000 and $2,844,000, respectively.

The business combination was accounted for under the acquisition method of accounting. Under the acquisition method of accounting, the results of operations of the acquired business are included in the accompanying consolidated financial statements from the date of acquisition. The net assets acquired were adjusted to their estimated fair values as of the date of acquisition.

The components of the preliminary purchase price allocation are summarized in the following table, based on the information available to management through the issuance date of the consolidated financial statements:

Cash	$ 4,037,000
Restricted cash	507,000
Franchisees' accounts receivable	16,695,000
Inventories	564,000
Prepaid expenses and other current assets	2,725,000
Notes receivable from franchisees	8,362,000
Equipment and leasehold improvements	1,332,000
Intangible assets	109,585,000
Goodwill	84,485,000
Other assets	1,025,000
Total assets acquired	229,317,000
Outstanding checks in excess of cash balances	2,760,000
Accounts payable	23,427,000
Accrued expenses	7,192,000
Self-insurance reserves	1,152,000
Deferred revenue	6,044,000
Deferred tax-liabilities, net	25,016,000
Total liabilities assumed	65,591,000
Net assets acquired	$ 163,726,000

Acquired notes receivable, of approximately $8,362,000, consists of gross contractual receivables of approximately $12,161,000 after reduction for approximately $3,712,000 in fair value adjustments and approximately $87,000 for contractual cash flows that are estimated to be uncollectible. Acquired franchisees' accounts receivable, of approximately $16,695,000, consists of gross contractual receivables of approximately $17,424,000 after reduction for $729,000 of contractual cash flows that are estimated to be uncollectible.

Note 2. Business Combinations (Continued)

The fair values of the intangible assets acquired, consisted of $5,110,000 in trademark assets, $80,700,000 in janitorial franchise relationships and $23,775,000 in master franchise relationships, which were estimated by applying discounted cash flow models. The fair value measurements were based on significant inputs that are not observable (Level 3). 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 of 19.1%, an estimated average growth rate of 3%, an estimated attrition rate for franchisee relationships of 14% and a royalty rate of 1.0%.

The purchase price of $163,726,000 exceeded the preliminary fair value of the net assets acquired. Accordingly, the Company recognized the excess of purchase price over the fair value of the net assets of $84,485,000 as goodwill. The goodwill arises 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.

In connection with the acquisition, the Company incurred transaction costs of $4,683,000, which were expensed as incurred and included in the accompanying consolidated statements of changes in equity as opening equity as of July 1, 2021.

The carrying value of goodwill as of December 31, 2023 and 2022, is as follows:

Goodwill at December 31, 2020	$ 59,085,000
Measurement period adjustment	64,000
Goodwill at June 30, 2021	$ 59,149,000

Goodwill at July 1, 2021	$ 84,485,000
Change in carrying amount	-
Goodwill at December 31, 2021	84,485,000
Measurement period adjustment	1,330,000
Goodwill recognized in acquisition of Warjon	10,046,000
Goodwill at December 31, 2022	95,861,000
Goodwill recognized in acquisition of R&B	3,085,000
Goodwill at December 31, 2023	$ 98,946,000

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, 2023 and 2022, are as follows:

	2023	2022
Notes receivable	$ 9,043,000	$ 9,941,000
Less allowance for credit losses	2,071,000	2,414,000
	6,972,000	7,527,000
Less current maturities	5,546,000	5,913,000
Notes receivable, long-term	$ 1,426,000	$ 1,614,000

Notes receivable as of December 31, 2023, are scheduled to be repaid as follows:

Years ending December 31:	
2024	$ 7,105,000
2025	1,804,000
2026	134,000
	$ 9,043,000

An aging analysis of past due financing receivables as of December 31, 2023 and 2022, is as follows:

	2023	2022
Current	$ 8,490,000	$ 9,174,000
30-60 days past due	362,000	327,000
61-90 days past due	74,000	164,000
Greater than 90 days	117,000	276,000
	$ 9,043,000	$ 9,941,000

The Company provides an allowance for credit losses accounts based upon the anticipated collectability of each specific account. A summary of the changes in the allowance for credit losses for the years ended December 31, 2023 and 2022, and for the successor and predecessor periods is as follows:

	2023	2022	Successor Period	Predecessor Period
Balance at beginning of period	$ 2,414,000	$ 178,000	$ -	$ 3,176,000
Write-offs	(750,000)	(129,000)	-	(180,000)
Provisions	407,000	2,365,000	178,000	136,000
Balance at end of period	$ 2,071,000	$ 2,414,000	$ 178,000	$ 3,132,000

Note 4. Equipment and Leasehold Improvements

Equipment and leasehold improvements consist of the following as of December 31, 2023 and 2022:

	2023	2022
Equipment	$ 413,000	$ 1,351,000
Furniture and fixtures	252,000	170,000
Leasehold improvements	84,000	78,000
Internally developed software	139,000	365,000
Construction in progress	3,256,000	2,015,000
	4,144,000	3,979,000
Less accumulated depreciation	195,000	1,125,000
	$ 3,949,000	$ 2,854,000

Depreciation expense related to equipment and leasehold improvements was approximately $577,000, $791,000, $416,000, and $461,000 for years ended December 31, 2023 and 2022, and for the successor and predecessor periods, respectively.

Note 5. Intangible Assets

The gross carrying amount of the definite lived intangible assets and related accumulated amortization as of December 31, 2023 and 2022, is summarized as follows:

	2023			
	Weighted Average Useful Life (Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchise relationships	9	$ 104,475,000	$ 29,727,000	$ 74,748,000
Trademark	15	5,110,000	852,000	4,258,000
		$ 109,585,000	$ 30,579,000	$ 79,006,000

	2022			
	Weighted Average Useful Life (Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchise relationships	9	$ 104,475,000	$ 17,805,000	$ 86,670,000
Trademark	15	5,110,000	511,000	4,599,000
		$ 109,585,000	$ 18,316,000	$ 91,269,000

Note 5. Intangible Assets (Continued)

Amortization expense for the years ended December 31, 2023 and 2022, and the successor and predecessor periods, amounted to approximately $12,263,000, $12,253,000, $6,063,000, and $2,076,000, respectively. During the year ended December 31, 2021, the Company wrote off $1,163,000 of fully amortized intangibles for the master relationship related to the purchase of the stock of Plymouth Ridge, Inc., d/b/a Coverall of Twin Cities, and recorded $707,000 of intangible assets for the acquired franchisee relationships.

Future expected amortization expense as of December 31, 2023, is as follows:

Years ending December 31:	
2024	$ 12,263,000
2025	12,263,000
2026	12,263,000
2027	12,263,000
2028	12,263,000
Thereafter	17,691,000
	$ 79,006,000

Note 6. Long-Term Debt and Revolving Line of Credit

In connection with the 2021 business combination described in Note 2, the Company entered into a credit facility agreement with a financial institution that contains a revolving line of credit with an aggregate principal amount not to exceed $7,500,000, a delayed draw term loan in the aggregate principal amount of $15,000,000, and a term loan in an aggregate principal amount of $100,000,000.

Long-term debt consists of the following as of December 31, 2023 and 2022:

	2023	2022
Unsecured promissory notes (a)	$ 1,639,000	$ 1,806,000
Delayed draw term loan (b)	5,976,000	6,319,000
Term loan (c)	93,486,000	96,892,000
	101,101,000	105,017,000
Less debt issuance costs	1,467,000	2,036,000
Less current maturities	4,249,000	5,640,000
	$ 95,385,000	$ 97,341,000

Note 6. Long-Term Debt and Revolving Line of Credit (Continued)

The future maturities of long-term debt as of December 31, 2023, are as follows:

Years ending December 31:	
2024	$ 4,249,000
2025	1,755,000
2026	93,882,000
2027	878,000
2028	337,000
	$ 101,101,000

(a) The Company issued various unsecured promissory notes amounting to approximately $1,639,000 and $2,080,000, as of December 31, 2023 and 2022, respectively, bearing interest ranging from 5-6% per annum. The notes are payable in quarterly installments commencing on June 30, 2022, and maturing on May 31, 2028.

(b) The outstanding borrowings of the delayed draw term loan bear interest at the Secured Overnight Financing Rate (SOFR) plus 6.50%, provided that at no time SOFR shall be less than 1.00% (11.27% as of December 31, 2023). The outstanding borrowings of the delayed draw term loan are payable quarterly installments, calculated as 0.375% times the original principal amount of any funded delayed draw term loan, with a final balloon principal payment equaling any unpaid borrowings due and payable on June 30, 2026. As of December 31, 2023 and 2022, there were no amounts available to be drawn on the delayed draw term loan as the availability for additional funding on the credit facility expired on December 31, 2022.

(c) The outstanding principal of the term loan is payable in quarterly installments of $375,000, commencing on October 1, 2021, with a final balloon principal payment equaling any unpaid borrowings due and payable on June 30, 2026. Outstanding borrowings bear interest at the SOFR plus 6.50%. provided that at no time LIBOR shall be less than 1.00% (11.27% as of December 31, 2023).

The credit facilities include a mandatory prepayment in the event the Company has excess cash flows, as defined in the agreement. As of December 31, 2023 and 2022, there were approximately $2,000,000 and $3,217,000, respectively, in prepayments required to be made as a result of an excess cash flow, which are included in current maturities of long-term debt in the accompanying balance sheets. 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.

Revolving lines of credit: The outstanding principal of any revolving loans are due and payable on June 30, 2026. Outstanding borrowings bear interest at the SOFR rate plus 6.50%, provided that at no time SOFR shall be less than 1.00% (11.27% as of December 31, 2023). There are no outstanding borrowings of under the revolving line of credit as of December 31, 2023 and 2022.

Note 7. Income Taxes

Net deferred tax assets and liabilities consist of the following components as of December 31, 2023 and 2022:

	2023	2022
Deferred tax assets:		
Transaction costs	$ 1,016,000	$ 1,118,000
Accrued expenses	746,000	451,000
Allowance for doubtful accounts	757,000	246,000
Deferred revenue	864,000	941,000
Self-insurance reserves	278,000	202,000
Business interest limitation	1,685,000	1,145,000
Other	409,000	241,000
Total deferred tax assets	5,755,000	4,344,000
Deferred tax liabilities:		
Equipment and leasehold improvements	(39,000)	(97,000)
Intangible assets	(20,640,000)	(24,504,000)
Prepaid expenses	(490,000)	(411,000)
Total deferred tax liabilities	(21,169,000)	(25,012,000)
Net deferred tax liabilities	$ (15,414,000)	$ (20,668,000)

The components of the provision for (benefit from) income taxes for the years ended December 31, 2023 and 2022, and for the successor and predecessor periods are as follows:

	2023	2022	Successor Period	Predecessor Period	2020
Current	$ 5,395,000	$ 3,835,000	$ 1,230,000	$ 2,477,000	$ 3,558,000
Deferred	(5,254,000)	(3,496,000)	(2,182,000)	(1,517,000)	(1,378,000)
Total income tax expense (benefit)	$ 141,000	$ 339,000	$ (952,000)	$ 960,000	$ 2,180,000

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security (CARES) Act was signed into law. Due to the CARES Act, all employers can defer for up to two years the deposit and payment of their share of the social security tax on employees' wages. Amounts normally due between March 27, 2020 and December 31, 2020, can be deferred with 50% required to be paid by December 31, 2021, and the remaining 50% by December 31, 2022. The Company's remaining deferral of approximately $1,242,000 as of December 31, 2021, was included in accrued expenses on the accompanying consolidated balance sheets. During the year ended December 31, 2022, the Company paid the remaining deferral of social security tax on employee's wages.

Note 8. 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 September 2027. The components of lease expense are as follows for the year ended December 31, 2023 and 2022:

	2023	2022
Operating lease cost	$ 3,111,000	$ 2,215,000
Short-term and variable lease cost	1,103,000	1,708,000
Total lease cost	$ 4,214,000	$ 3,923,000

Rent expense, under operating leases totaled approximately $4,214,000, $3,923,000, $1,798,000, and $1,747,000, respectively, for the years ended December 31, 2023 and 2022 and for the successor and predecessor periods.

Future undiscounted cash flows for each of the next five years and thereafter and a reconciliation to the lease liabilities recognized on the consolidated balance sheets are as follows as of December 31, 2023:

2024	2,939,000
2025	1,915,000
2026	1,385,000
2027	1,043,000
2028	191,000
Total lease payments	7,473,000
Less imputed interest	(295,000)
Total present value of lease liabilities	$ 7,178,000

Supplemental consolidated balance sheet information related to leases is as follows as of December 31, 2023 and 2022:

	2023	2022
Operating leases:		
Operating lease right-of-use assets	$ 6,946,000	$ 6,398,000
Operating lease liabilities, current	$ 2,800,000	$ 2,219,000
Operating lease liabilities, non-current	4,378,000	4,292,000
Total operating lease liabilities	$ 7,178,000	$ 6,511,000
Weighted-average remaining lease term—operating leases	3.16 years	3.33 years
Weighted-average discount rate—operating leases	1.95%	1.26%

Self-insurance programs: Effective March 1, 2005, the Company became self-insured for its general liability insurance; in which claims are subject to a $150,000 Company self-retention amount. Under this program, the estimated liability on claims incurred and claims incurred but not reported as of December 31, 2023 and 2022, was approximately $869,000 and $578,000, respectively.

Effective April 1 2022, the Company became self-insured for its health plan insurance; in which claims are subject to a $100,000 per plan participant, per year Company self-retention amount. Under this program, the estimated liability on claims incurred and claims incurred but not reported as of December 31, 2023 and 2022, was approximately $200,000 and $182,000, respectively.

Note 8. Commitments and Contingencies (Continued)

Litigation: In November 2016, a franchisee in California filed a complaint against the Company, both individually and on behalf of all others similarly situated, claiming that he is an employee, not an independent contractor, and that the Company committed certain wage and hour violations against him and others. The complaint attempts to assert claims against the Company for various violations under the state's labor code and unfair competition laws. The plaintiff seeks, among other things, certification of a class, an unspecified amount of compensatory damages, civil penalties, attorney's fees, costs, interest and injunctive relief ordering the Company to comply with the labor code. The court granted the Company's motion to compel arbitration on April 17, 2017. The plaintiff appealed to the federal appeals court, and also filed an 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 his portion of the AAA fees. In 2019, the appeals court dismissed the appeal for lack of jurisdiction. The plaintiff then petitioned the trial court to re-open the matter, and the court denied the petition. The plaintiff appealed the denial to the 9th Circuit Court of Appeals. The 9th Circuit remanded the case to the trial court to reconsider its decision in light of a specific case. The matter has been briefed with the trial court and it is considering whether to hold a hearing. This 9th Circuit heard Oral argument on July 7, 2020. On October 21, 2020, the 9th Circuit remanded the matter to the District Court to reconsider its decision on plaintiff's motion to reopen the case in light of new 9th Circuit case authority. Both sides completed briefing to the District Court regarding the new authority, and on December 8, 2022 the District Court denied the plaintiff's renewed motion to reopen the case. On December 18, 2022, Gonzalez appealed that decision to the 9th Circuit. The appeal was heard on February 22, 2024, and the 9th Circuit has not yet issued a decision on the appeal. The Company disputes these claims and is vigorously defending this action.

A franchisee in California filed an arbitration with the AAA on February 6, 2018, claiming that the Company violated various sections of the California Labor Code. The arbitration asserted claims under the California Private Attorney General Act (PAGA) on the franchisee's behalf and on behalf of similarly situated aggrieved Coverall franchisees. The AAA closed the matter when the franchisee did not pay its fees, and the franchisee then filed a claim in federal court. 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 various alleged California Labor Code violations. The franchisee also seeks all applicable penalties pursuant to PAGA, including those due to the following alleged conduct: (i) charging "cleaning workers" for their jobs and failing 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 and the franchisee unsuccessfully attempted to mediate the claim twice. Settlement discussions from the 2nd mediation are continuing. The Company moved to dismiss the action. The court ruled to dismiss part of the claim but gave the claimant the right to revise the complaint and re-file, which he did. Plaintiff filed a motion for summary judgment. On November 18, 2019, the Company filed motion to compel arbitration based on then-recent law issued by the U.S. Supreme Court. On January 21, 2020, the court denied a motion by the Company to move the matter to arbitration. On February 7, 2020, the Company filed a notice of appeal of that denial to the 9th Circuit Court of Appeals. The 9th Circuit ruled that the PAGA matter was not subject to arbitration and remanded to the trial court. The Company filed a petition for Re-Hearing *en Banc*, which the 9th Circuit denied. The Company petitioned the U.S. Supreme Court for a writ of certiorari regarding whether the plaintiff could be compelled to arbitrate in the context of a PAGA claim.

Note 8. Commitments and Contingencies (Continued)

On October 19, 2021, the Supreme Court asked the plaintiff's counsel to respond to the Company's petition. In December 2021, the Supreme Court agreed to hear a companion case regarding the same PAGA arbitration issue, and ultimately issued a decision holding that PAGA representative claims could be arbitrated individually and that a PAGA claim must be dismissed once an individual's PAGA claim is sent to arbitration. The Supreme Court then granted the Company's petition, reversed the 9th Circuit, and remanded the matter to the 9th Circuit for further proceedings.

On September 21, 2022, the 9th Circuit remanded the matter to the District Court, which, on November 28, 2022, compelled arbitration of Rivas' individual claims and dismissed Rivas' non-individual claims. On December 18, 2022, Rivas appealed that decision to the 9th Circuit. The appeal was heard on February 22, 2024, and the 9th Circuit has not yet issued a decision on the appeal. 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 January 2019, two franchisees of the Company's Master in Connecticut filed a putative class action in federal court in Connecticut against the Company claiming to be employees and asserting violations of Connecticut employment law. The Master franchise owner owns the exclusive rights for the state of Connecticut to operate a Coverall business, and the Company does not have operations in the state. The Company filed a motion to dismiss or in the alternative to send the matter to arbitration on March 20, 2019. After a hearing on March 6, 2020, the court denied the motion to dismiss and granted the motion to stay and compel arbitration of the claims. One of the claimants settled in 2023 and is no longer a party to this lawsuit. The Company arbitrated with the other claimant, and on February 1, 2022, the arbitrator issued an interim decision in favor of the claimant. The parties stipulated to damages of approximately $56,000 and The Company paid this amount in July 2022. Plaintiff then brought a motion with the district court seeking to confirm the already-paid award and make the award public. The district court granted that motion and Coverall subsequently appealed that decision. The appeal has been stayed pending the resolution of a petition for writ of certiorari in an unrelated case that has a similar question of fact. The Company contends that Plaintiff is wrong in their arguments and is vigorously defending its position. The Company feel the likelihood of an unfavorable ruling is unlikely but as this matter is more procedural than damage related (i.e. the unsealing of an arbitration that has already been paid), any damage exposure is minimal.

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

Note 9. Related-Party Transactions

On June 30, 2021, the Company entered into a five-year renewable management services agreement with Wellspring Capital Management, an entity related to the Company's member, to render management, consulting and advisory services. The agreement requires the Company to pay a yearly monitoring fee of $500,000, payable quarterly in installments of $125,000, plus any other allowable reimbursable expenses. Monitoring fees for the years ended December 31, 2023 and 2022, and the successor period were approximately $500,000, $500,000 and $250,000, respectively, are included in selling, general and administrative expenses in the accompanying consolidated statements of income.

Note 9. Related-Party Transactions (Continued)

On November 2, 2015, the CNA entered into a management agreement with ICV Capital Partners, an entity formerly related to CNA, for management and consulting services. During the predecessor period, the Company incurred $517,000 in management and consulting fees which are included on the accompanying consolidated statements of income in selling, general and administrative expenses. In connection with the 2021 business combination transaction described in Note 2, this agreement was terminated.

Note 10. Equity Compensation

On June 30, 2021, WCP Coverall TopCo, LLC, the Company's Parent, adopted an equity incentive plan (the Plan) to provide an incentive to attract, retain and reward eligible employees and consultants and to motivate such persons to contribute to the growth and profitability of the Company. The profits interests units are granted with no exercise price or payment by the employee (grantee) and have no voting rights. At December 31, 2023 and 2022, there were an aggregate 79,302 units available under the plan. The awarded profit interest units vest in separate tranches as follows: one-third of the awarded units will vest over time (Time-Based Units) and two-thirds of the Awarded Units will vest subject to the satisfaction of certain performance conditions (Performance-Based Units).

The fair value of each award is estimated on the date of grant using the Black-Scholes option-pricing model that uses the assumptions noted in the following table. The Company uses historical volatility data of comparable public companies for expected volatility and estimates the expected term of its incentive units based on the historical life of the Company's equity. The expected term represents an estimate of the term the units are expected to remain outstanding. The risk-free rate for periods within the contractual life of the option is based on the U.S. treasury yield curve in effect at the time of grant.

Expected volatility	56.0%
Risk-free rate of return	0.83%
Expected option term (years)	5
Discount for lack of marketability	25%
Dividends	None

Time-Based Units: The Time-Based Units generally vest ratably over a five-year period (as defined in Plan) and are subject to the grantee'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 (as defined in the Plan), Time-Based Units awarded under the Plan will be deemed fully vested, subject to the grantee continuous employment through the change in control.

Performance-Based Units: Subject to the grantee continuous employment with the Company, the Performance-Based Units vest in two separate tranches:

- 50% of the Performance-Based Units vest upon a change in control, as defined in the agreement, and if the return of the invested capital is equal to at least two times the amount of the invested capital and the investors realize a 15% rate of return on invested capital per annum, as defined in the agreement.

- 50% of the Performance-Based Units vest upon a change in control, as defined in the agreement, and if the return of the invested capital is equal to at least three times the amount of the invested capital and the investors realize a 15% rate of return on invested capital per annum, as defined in the agreement.

Note 10. Equity Compensation (Continued)

A summary of the profits interest units outstanding as of December 31, 2023 and 2022, are presented below:

	Time-Based Units	Performance-Based Units	Weighted Average Grant Date Fair Value	Weighted Average Remaining Contractual Term (Years)
Outstanding at July 1, 2021	-	-	$ -	-
Issued	21,681	43,362	12.91	
Exercised	-	-	-	
Forfeited	-	-	-	
Outstanding at December 31, 2021	21,681	43,362	12.91	4.72
Issued	4,760	9,520	17.45	
Exercised	-	-	-	
Forfeited	(2,513)	(5,026)	12.91	
Outstanding at December 31, 2022	23,928	47,856	13.81	4.25
Issued	631	1,260	17.47	-
Exercised	-	-	-	-
Forfeited	(397)	(794)	12.90	-
Outstanding at December 31, 2023	23,928	47,856	$ 13.81	3.02

The fair value of the profits interest was estimated using the fair value of the Company's Parent 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 $33,000, $249,000 and $839,000, for all profits interests granted during the years ended December 31, 2023 and 2022 and the successor period, respectively.

During the years ended December 31, 2023 and 2022, and the successor period, no profits interest vested and compensation costs related to the Time-Based Units amounting to approximately $174,000, $167,000 and $77,000, respectively, were charged to operations. As of December 31, 2023, unrecognized compensation amounted to approximately $635,000 and $112,000 for the Time and Performance-Based Units. The compensation expense related to the Time-Based Units is expected to be recognized over an average remaining period of 3.02 years.

2016 equity incentive plan

In April 2016, the Company's subsidiary, 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 provided for the issuance of profits interests of up to 4,209,722 common units of CNA. The profits interests were granted with no exercise price or payment by the employee (grantee) and had no voting rights. The profits interest units generally vested ratably over a three to five-year period (as defined in the equity incentive plan) and were subject to the employee's continuous employment with the Company. Any portion not vested as of the grantee termination date were immediately forfeited. In connection with the June 30, 2021 change in control, stocks awarded under the 2016 Equity Incentive Plan were deemed fully vested and exercised.

Note 10. Equity Compensation (Continued)

The fair value of the profits interest was estimated using the fair value of the Company utilizing a market approach. The fair value measurements were based on significant inputs that are not observable, and are considered a Level 3 item under the fair value hierarchy. There were no profit interests granted during the year ended December 31, 2020. During the predecessor period and the year ended December 31, 2020, compensation costs of approximately $0 and $107,000, respectively, were charged to operations.

EXHIBIT C

LIST OF ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

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

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
INDIANA	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204 (317) 232-6681	Securities Commissioner Securities Division 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681
MARYLAND *	Maryland Securities Commissioner Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-7042
NEW YORK	Secretary of State of the State of New York 99 Washington Avenue Albany, NY 12231	Assistant Attorney General Investor Protection Bureau New York State Department of Law 28 Liberty St., 21st Floor New York, NY 10005 (212) 416-8285

* Also authorized to receive Service of Process in Maryland for N.G.T. Corporation:

Thomas I. Gilliland
N.G.T. Corporation d/b/a Coverall Services Company
410 S. Ware Blvd., Ste. 406
Tampa, FL 33619

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

EXHIBIT D

LIST OF COVERALL'S CURRENT FRANCHISEES

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

N.G.T. CORPORATION

OPERATING FRANCHISE OWNERS AS OF DECEMBER 31, 2023

Company	Address	City	ST	Zip	Phone
	BALTIMORE SUPPORT CENTER				
1 Stop AAA Cleaning LLC	118 Quarry Road	Delta	PA	17314	(443)677-8132
1st Place Cleaning, LLC	9 Skylark Court Apartment D	Parkville	MD	21234	(443)500-4536
3D Cleaning Service, LLC	9512 Winands Road	Owings Mills	MD	21117	(410)456-3736
A & D Cleaning LLC	130 South Augusta Avenue	Baltimore	MD	21229	(443)536-9130
A Touch of Genius Cleaning, LLC	3819 Cedar Drive	Gwynn Oak	MD	21207	(443)889-8634
Ahrayah's Janitorial Services, LLC	6320 Orchard Club Drive #202	Elkridge	MD	21075	(443)766-2249
Aint Eazy Cleaning Srvc, LLC	4390 Crest Heights ROad	Baltimore	MD	21215	(443)829-0999
All Cleaned UP, LLC	1622 East Lamley St	Baltimore	MD	21231	(443)365-8815
Always Striving, LLC	9805 Southall Road	Randallstown	MD	21133	(410)517-4233
Angies Cleaning Service LLC	3706 W Forest Park Ave	Baltimore	MD	21216	(443)253-0340
Arundel Cleaning Services, LLC	7762 Monaghan Road	Glen Burnie	MD	21060	(443)398-0873
Best Choice Commercial Cleaning Corp	4620 York Road - Storefront	Baltimore	MD	21212	(443)983-8325
Bethea Deep Sweep Cleaners LLC	4367 Sheldon Avenue	Baltimore	MD	21206	(410)689-8634
Betts Enterprises LLC	9318 Tulsemere Road	Randallstown	MD	21133	(443)250-5454
Blessed 64, LLC	22 Gwynnswood Road	Garrison	MD	21117	(804)519-7797
BLLM, LLC	10594 Twin Rivers Rd #01	Columbia	MD	21044	(405)886-8082
Busy Bee Commerical Cleaning, LLC	3404 Rockdale Court	Baltimore	MD	21244	(443)780-6929
C&M Company	116 Red Bud Road	Edgewood	MD	21040	(410)258-7778
CACV Hann Cleaning Inc	1209 Farmview Road	Lake Shore	MD	21122	(410)317-5861
Capital Clean, Inc	1601 Northgate Road	Baltimore	MD	21218	(410)435-1896
CCINO Enterprises	4908 Black Foot Road	College Park	MD	20740	(202)494-0595
Changing Time Cleaning Service, LLC	7842 Hillsway Avenue	Parkville	MD	21234	(443)570-4331
Charles Cleaning Service, LLC	2427 Golders Green Court	Baltimore	MD	21244	(443)838-9313
Clean As A Button Cleaning Services., LLC	7517 Stonecuter Court Apartment D	Rosedale	MD	21237	(443)939-9655
Clean Supreme, LLC	9057 Allenswood Road	Randallstown	MD	21133	(443)557-8618
Clean To The Core, LLC	2201 Cedar Circle Drive	Catonsville	MD	21228	(443)506-0126
Cleaning Solutions LLC	346 Green Mountain Court	Pasadena	MD	21122	(443)799-5997
CNN Ecosystems Cleaning, LLC	9723 Watts Road	Owings Mills	MD	21117	(410)599-0737
Confident Cleaning Services, LLC	18 Barbican Way	Baltimore	MD	21208	(410)428-0430
Counterpoint, LLC	6 Planted Garden Court	Granite	MD	21163	(202)378-4864
Daniel Miller's Cleaning Service, LLC	3385 Seaman Road	Preston	MD	21655	(410)476-1013
DD&G Cleaning Service, LLC	6210 Pilgrim Road	Baltimore	MD	21214	(410)409-8792
Demby's Janitorial Service, LLC	8113 Salt Lake Drive	Windsor Mill	MD	21244	(443)657-3169
E & A Commercial Cleaning, LLC	7789 Arundel Mills Blvd Apartment 134	Hanover	MD	21076	(717)592-1743
E & J Cleaning Services, LLC	490 Victoria Court	Millersville	MD	21108	(301)312-9971
Elkridge Cleaning LLC	6730 Pinch Way	Elkridge	MD	21075	(443)518-9095
Emediong Enterprises, LLC	8408 Snowden Loop Court	Laurel	MD	20708	(240)486-0049
Extra Services, LLC	PO Box 342	Owings Mills	MD	21117	(443)600-0441
Extreme Comfort Cleaning, LLC	1703 Meadowood Court	Edgewood	MD	21040	(410)776-8598
Fact Janitorial Service, LLC	770 South Woodington Road	Baltimore	MD	21229	(443)226-2453
Family Sunshine Cleaning, LLC	1309 Howard Road	Glen Burnie	MD	21060	(410)768-8103
Finch Cleaning Services, LLC	6012 Belle Vista Avenue	Baltimore	MD	21206	(443)319-2154
First Choice Cleaning Service of Maryland	709 Cloudyfold Drive	Pikesville	MD	21208	(410)908-7385
Forbes Janitorial Services, LLC	1001 Mulholland Court	Bel	MD	21014	(443)763-6238
G Martin Pro Cleaning Service LLC	9504 Axe Court	Randallstown	MD	21133	(443)657-3471
Get It Done Cleaning, LLC	2 Rockingham CT APT J	Parkville	MD	21234	(443)839-9549
Glen Quick Cleaning Service, LLC	31 Rosewood Lane	Owings Mills	MD	21117	(443)839-7306
Golden Charm Cleaning Service, LLC	7515 Westfield Road	Dundalk	MD	21222	(443)707-5459

Golden Cleaners, LLC	5082 Clifton Avenue	Baltimore	MD	21207	(410)865-0574
Gomez Cleaning Services	1412 Chapel Hill Drive	Rosedale	MD	21237	(410)814-9359
Harrington Janitorial,LLC	9614 Orpin Road Apartment 104	Randallstown	MD	21133	(410)868-1001
Hicks Janitorial LLC	112 Bridgewater Drive	Annapolis	MD	21401	(443)624-3970
High Grade Cleaning, LLC	4980 Walking Stick Road	Ellicott	MD	21043	(240)346-5303
Hines Professional Cleaning LLC	868 Lowe Road	Middle River	MD	21220	(410)300-8209
His & Hers Cleaning LLC	3067 Shaws Road	Sparrows Point	MD	21219	(443)522-5054
IMAD EL LLC	14 Farmington Court	Windsor Mill	MD	21244	(443)374-7584
IMI Enterprise	24 North Kresson Street	Baltimore	MD	21224	(443)324-4526
Impressive 1 Cleaning Services	207 Church Lane	Pikesville	MD	21208	(443)805-8118
J & C Janitorial Inc.	630 Laucabaugh Mill Road	Westminster	MD	21157	(410)861-7916
JSG Cleaning Services, LLC	1815 Sparrow Court	Severn	MD	21144	(443)816-3677
K&M Janitorial, LLC	15 Walden Cedar Court	Baltimore	MD	21207	(443)743-8740
K. Curtisy Cleaning, LLC	10204 Marriotsville Road	Randallstown	MD	21133	(443)226-2687
Kahan Cleaning Service, LLC	3108 Oakford Avenue	Baltimore	MD	21215	(410)578-0151
Kidi Commecial Cleaning Service, LLC	13112 Hutchinson Way	Silver	MD	20906	(240)565-8966
King Cross 2, LLC	8453 Arbor Station Way Apartment J	Baltimore	MD	21234	(443)478-0163
Kleen Krafters Janitorial LLC	2408 E.Fayette Street	Baltimore	MD	21224	(443)681-0582
L & P Cleaning Limited Liability Company	P.O. Box 291	Edgewood	MD	21040	(443)504-8008
Lady T S Cleaning Services Inc	8 Lennings Knoll Court	Baltimore	MD	21237	(443)324-7282
Level Up Cleaning Service, LLC	113 Foxtrap Drive	Glen Burnie	MD	21061	(443)404-9533
Linton Janitorial Services, LLC	1420 My Lady Drive	Abingdon	MD	21009	(443)643-8270
Lovell's Cleaning and Transport Service, LLC	8 Gilmer Street	Annapolis	MD	21401	(443)979-2640
LSB Cleaning Services, LLC	3146 Cornwall Road	Baltimore	MD	21222	(443)529-6735
M & J Janitorial LLC	332 Bishop Court	Westminster	MD	21157	(443)713-0753
M.B. Anderson and Son LLC	6101 Loch Raven Apartment 103	Baltimore	MD	21239	(443)707-6404
Mace Cleaning Service, LLC	402 Torner Lane	Essex	MD	21221	(410)258-1616
MADEINYOURLIGHT, LLC	4613 Marx Avenue	Baltimore	MD	21206	(443)509-5500
Morningstar Cleaning	13913 Flint Rock Road	Rockville	MD	20853	(240)676-0498
Nu Direction Quality Cleaning Service, LLC	6321 Seton Ridge Road	Gwynn Oak	MD	21207	(443)621-3573
Our Family Tree, Inc	1203 Lakeside Avenue	Baltimore	MD	21218	(443)447-2333
Pacific Cleaning Service, LLC	5940 Hilltop Avenue	Gwynn Oak	MD	21207	(443)657-3961
Pamelas Cleaning Company, LLC	1263 S Marlyn Avenue	Essex	MD	21221	(443)356-5330
Paradise Commercial Cleaning, LLC	946 Pirates Court	Edgewood	MD	21040	(443)600-9585
Precision Cleaning, LLC	1906 E Belvedere Avenue	Baltimore	MD	21239	(347)476-3997
Prepare Cleaning Service, LLC	5911 Yorkwood Rd	Baltimore	MD	21239	(443)326-6864
Quinntessential Building Service, LLC	3343 Old Line Avenue	Laurel	MD	20724	(410)579-4647
Rae Enterprises Inc dba Terrific Cleaning Service	PO Box 67736	Baltimore	MD	21215	(443)677-1835
Ramona Michele LLC	1373 Limit Avenue	Baltimore	MD	21239	(443)537-0947
RC Cleaning Services, LLC	2826 W Mulberry Street	Baltimore	MD	21223	(443)668-0119
Redd's OCD Cleaning, LLC	7044 Conley Street	Baltimore	MD	21224	(443)226-0419
Reliable Cleaning Service, LLC	6508 Mt Vernon Avenue	Baltimore	MD	21215	(410)977-0077
Richmond Keene Contract Cleaning Services, LLC	222 Denison Street	Baltimore	MD	21229	(443)310-8465
RML Professional Limited Liability Company	1621 N Broadway	Baltimore	MD	21213	(443)977-9035
Roswell Braye DBA In Christ Enterprises	63 Edward Lane	Lothian	MD	20711	(410)741-9041
S & A Commercial Cleaning Service, LLC	19 Aventura Court	Randallstown	MD	21133	(410)878-2410
S & A Janitorial, LLC	2 Fallridge Court Apt A	Windsor Mill	MD	21244	(443)985-7249
SBM Consulting Group, LLC	9180 Hitching Post Lane Apt E	Laurel	MD	20723	(240)755-5083
Sali Cleaning Service, LLC	8327 Windsor Mill Road	Windsor Mill	MD	21244	(443)985-2026
Scrub Right Cleaning Services, LLC	2113 Meadowview Drive	Baltimore	MD	21207	(443)834-3494
SewBusyTracey, LLC	2826 Beechland Avenue	Baltimore	MD	21214	(410)245-1934
Shine Forth Commercial Cleaning Service, LLC	9743 Whiskey Run	Laurel	MD	20723	(301)875-5039
SKS Janitorial Services, LLC	8606 Pleasant Plains Road	Towson	MD	21286	(443)909-0622

Spotless Precise Perfections, LLC	5421 Remmell Avenue	Baltimore	MD	21206	(443)621-2669
Superior Cleaning Professionals LLC	5500 Wesley Ave	Baltimore	MD	21207	(443)413-8211
Swiped Clean LLC	2431 Golders Green Court	Baltimore	MD	21244	(443)739-2681
The Cleanup Crew, LLC	9820 Southall Road	Randallstown	MD	21133	(443)703-9356
The FEASTER Group, Inc.	10 Adams Ridge Court	Baltimore	MD	21244	(443)463-2925
Tip-Top Cleaning Services LLC	P.O. Box 371	Owings	MD	21117	(443)204-1628
TNC Commercial Services, LLC	3301 White Ave	Baltimore	MD	21214	(410)960-0669
T&L Cleaning Services,LLC	6 Fernsell Court	Rosedale	MD	21237	(443) 793-5439
TNL Cleaning LLC	112 Governors Court Apt C	Glen Burnie	MD	21061	(443)858-1584
Tolbert C&R Cleaning, LLC	1529 Charlestown Drive	Edgewood	MD	21040	(443)629-0531
Trinclean Cleaning Services, LLC	59 Chins Court	Owings Mills	MD	21117	(410)458-5566
Undeniable Cleaning, LLC	1619 Feldbrook Rd	Towson	MD	21286	(410)307-4114
Vanedna, LLC	9 Breezy Hill Court, Apt. M	Cockeysville	MD	21030	(443)642-0541
Veterans Commercial Cleaning	1011 Lake Front Drive	Edgewood	MD	21040	(410)274-1521
Walal Cleaning Services, LLC	9900 Washington Blvd #508	Laurel	MD	20723	(202)486-3787
Watkins Specialized Services, LLC	P.O. Box 70119	Baltimore	MD	21237	(410)615-3805
Xtreme Clean	1006 Floretty Court	Severn	MD	21144	(443)336-7087
Yared & Hana LLC	3615 Morningside Lane	Bowie	MD	20715	(301)379-7240
Zion Cleaning Services, LLC	3114 Bancroft Road #E	Baltimore	MD	21215	(443)600-5614

LOUISVILLE SUPPORT CENTER

4 Ace Management, LLC	8007 Northern Spy Drive	Louisville	KY	40228	(502)435-9301
4 Ds Cleaning Company, LLC	1602 Cedar Street	Louisville	KY	40203	(502)744-5575
Best Cleaning, LLC	3308 River Chase Court	Louisville	KY	40218	(502)930-7744
Blanca's Cleaning Services LLC	4409 Landside Drive Apartment 4	Louisville	KY	40220	(502)656-9745
Blue Diamond Cleaning Services, LLC	5507 Hames Trace Road Unit 481	Louisville	KY	40291	(786)343-6701
Bright Diamond Cleaning, LLC	8912 Brown Auston Road	Fairdale	KY	40118	(502)759-8949
C & A Cleaning Services, LLC	11101 Pebble Trce	Louisville	KY	40229	(502)298-8260
Caffey Automated Medical Services, Inc	3913 San Marcos Drive	Louisville	KY	40299	(502)338-6249
Campos Cleaning Services, LLC	8708 Kings Lynn Ln.	Louisville	KY	40220	(502)299-0279
Castro Cleaning,LLC	1300 Moonstone Way	Louisville	KY	40222	(502) 999-6507
Chamizo Comercial Business, LLC	1412 Delmar Lane	Louisville	KY	40216	(502)202-5703
Clean & Touch, LLC	4712 Braves Lane	Louisville	KY	40272	(502)439-8544
Cleaning & Beyond, LLC	3712 Nobitt Drive #4	Louisville	KY	40218	(502)539-9258
Cleaning ASAP, LLC	3809 Shepardsville Road	Louisville	KY	40218	(502)718-4378
Cleaning Break, LLC	6112 Bay Pine Drive	Louisville	KY	40219	(502)299-9406
Cleaning Solutions LLC	7205 Billie Lane	Louisville	KY	40219	(502)417-7837
Cleaning Multisolutions	6201 Sheila Road	Louisville	KY	40219	(502)298-3943
CLS Services LLC	9102 Wendell Court	Louisville	KY	40299	(502)909-8264
Crystal Clear Clean,LLC	13611 Kinross Blvd	Louisville	KY	40272	(502)338-5128
D & M Cleaning, LLC	4408 Sunflower Avenue	Louisville	KY	40216	(502)298-6548
D&J Cleaning Services LLC	9800 Eli Court	Louisville	KY	40291	(502)558-5021
D.L. Prunty	4308 Park A Place	Louisville	KY	40216	(502)475-9351
D-A-D Commercial Services, LLC	10000 McCrea Lane	Louisville	KY	40229	(502)291-9254
Diamond Cleaning Services,LLC	6093 Penn Creek Court	Louisville	KY	40229	(786)383-9236
Diamond Shine Mo, LLC	5601 Rdondo Circle	Louisville	KY	40218	(502)295-7538
DLR Commercial Clean, LLC	146 Harrison Court	Mount Washington	KY	40047	(502)428-7283
Dortiz Cleaning Service Specialist, Inc	7815 Lariat Road	Louisville	KY	40219	(502)235-8025
Dory Cleaning Services, LLC	1113 Hennepin Dr.	Louisville	KY	40214	(502)408-8141
DWAG Cleaning Service, LLC	3305 Indian Creek Court Apartment 1	Louisville	KY	40218	(502)930-4210
Easy Way Cleaning LLC	5110 Graston Court	Louisville	KY	40216	(502)291-2270
Ebenezer Cleaning, LLC	283 Cozy Acres Dr	Elizabethtown	KY	42701	(270)370-7976
ES Super Cleaning LLC	7313 Wood Rock Road	Louisville	KY	40291	(308)383-9077

Fresh & Cleaning Services LLC	6910 Sparky Way	Louisville	KY	40228	(786)226-6752
Genesis Cleaning Services, LLC	6810 Yazoo Street #208	Louisville	KY	40258	(786)560-4177
Genesis Cleaning, LLC	919 Hampshire Dr	Louisville	KY	40207	(502)389-2608
Gerards Cleaning, LLC	514 Dorsey Way	Anchorage	KY	40223	(502)724-0231
GY Cleaning Services, LLC	3312 Moulton Lane	Louisville	KY	40218	(502)751-0290
Hygienic Precision Cleaning Inc.	2318 Peaslee Rd	Louisville	KY	40216	(502)210-2634
Imperial Cleaning Services, LLC	7903 Moss Creek Dr Apt 104	Louisville	KY	40258	(404)944-0719
In A Snap Cleaning Services, Inc	2231 Bradford Drive	Louisville	KY	40218	(502)310-7130
Infinity Cleaning, LLC	5004 Dreamers Way	Louisville	KY	40219	(502)762-4567
J&Y Cleaning Service LLC	7102 Sun Valley Drive	Louisville	KY	40272	(786)487-7291
J&R Cleaning LLC	8500 Braeburn Ridge Drive	Louisville	KY	40228	(502)938-6094
JA Cleaning Service, LLC	9407 Black Powder Court	Louisville	KY	40228	(305)979-3781
JNY Cleaning Services, LLC	8809 Eli Drive	Louisville	KY	40291	(786)310-9821
KRB Cleaning Services, LLC	1839 Cypress Street	Louisville	KY	40210	(502)681-2457
Lawrence Henton Darynell MayesCleaning, LLC	3641 Greenwood Ave	Louisville	KY	40211	(502)742-3175
Liriano's Cleaning LLC	3201 Silver Springs Dr #57	Louisville	KY	40220	(786)694-9599
Lopez Cleaning Service, LLC	9415 Tallridge Court	Louisville	KY	40229	(786)488-9517
Lord Commercial Cleaning Services, LLC	14403 Signature Point Drive	Louisville	KY	40299	(502)777-1453
Made Cleaning LLC	11818 Beacon Court	Louisville	KY	47130	(502)999-8690
Martin Builders of Indiana, LLC dba MBS Commercial Cleaning	3149 Red Barn Loop	Jeffersonville	IN	47130	(720)732-9374
Martinez Cleaning, LLC	4606 South 6th Street #4	Louisville	KY	40214	(502)795-6477
MAX CLEANER LLC	7614 Aluma Lane	Louisville	KY	40214	(502)295-5524
Melody Cleaning Services LLC	7502 Yorktown Rd	Louisville	KY	40214	(786)334-9880
MennAlv Clening LLC	9302 Fernhill Dr	Louisville	KY	40291	(786)260-5598
MIKEDEL, LTD Co	6936 Norlynn Drive	Louisville	KY	40228	(845)337-7142
MJM Cleaning, LLC	5908 Bannon Crossings Drive	Louisville	KY	40228	(502)271-8998
Nela Cleaning Services, LLC	2602 meadow drive	Louisville	KY	40220	(502)526-3638
No Limit Cleaning Solutions, LLC	P O Box 2382	Louisville	KY	40201	(502)594-3008
ODESSA Cleaning Company	3608 Little John Court	Louisville	KY	40219	(502)953-2051
Onroute Cleaning Service, LLC	4201 Buxton Drive	Louisville	KY	40218	(502)773-8873
PR Janitorial Services, LLC	7512 Westmont Drive	Sellersburg	IN	47172	(812)697-4806
Royal Cleaning LLC	8500 Braeburn Ridge Drive	Louisville	KY	40228	(502)931-1733
Sebastian Cleaning LLC	4706 Rossmoor Drive	Louisville	KY	40219	(502)551-4157
Shine Cleaning Services, Inc	4202 Quiet Way	Louisville	KY	40219	(502)525-6035
Sparkling Shine, LLC	6844 Bardstown Road #121	Louisville	KY	40291	(502)299-0283
Sparkling Solution LLC	6412 Southside Dr.	Lousville	KY	40214	(502)341-9597
Supreme Painting LLC dba Supreme Clean Services	10313 Arbor Oak Drive	Louisville	KY	40229	(502)618-9345
Tellez Cleaning LLC	Greenviewl Drive	Louisville	KY	40216	(502)277-7194
Top 2 Bottom Janitorial Services, LLC	4410 Vaneto Drive	Shively	KY	40216	(502)650-1788
Top Notch Cleaning, LLC	6101 Carr Circle	Jeffersonville	IN	47130	(502)523-3760
Torres Cleaning LLC	7626 Manslick Road	Louisville	KY	40214	(502)202-5049
Tsquared Services LLC	463 Roberts Avenue	Louisville	KY	40214	(502)681-4031
Warren's Cleaning, LLC	116 Oak Run Drive	Mount Washington	KY	40047	(502)416-5735
Xpress360 Cleaning Services, LLC	5167 Jefferson Blvd. Unit 204	Louisville	KY	40219	(502)767-8676
YAM Cleaning, LLC	10713 Sparrow Circle Unit 101	Fairdale	KY	40118	(502)416-7846

GULF COAST SUPPORT CENTER

4n 1 Family Kleaning Service, LLC	6131 Bradshaw Street	Pensacola	FL	32526	(850)293-5393
A Little Investment Group, LLC	PO Box 10801	Pensacola	FL	32524	(850)791-8508
Abraham Professional Cleaning Service, LLC	5136 Lake Drive S.	Crestview	FL	32539	(786)616-4242
Ahead of Time Cleaning, LLC	809 N MLK Drive	Pensacola	FL	32501	(850)776-5629
Allen's Janitorial and Handyman Services, LLC	288 E. Olive Road Apartment 4B	Pensacola	FL	32514	(850)465-6392
Austin Exclusive Janitor Service, LLC	3741 Idlewood Drive	Pensacola	FL	32505	(850)532-5709

Beach Life Enterprise Group, LLC	385 Blue Angel Parkway Suite 407	Pensacola	FL	32506	(850)207-3301
Big Willie's Commercial Cleaning Service, LLC	102 Topaz Ave	Pensacola	FL	32505	(850)554-3308
Carmichael Cleaning Service, LLC	7404 Stiller Lake Road	Pensacola	FL	32526	(850)530-8353
C-Max Cleaning Service, LLC	8401 Carl Dean Street	Pensacola	FL	32514	(850)426-6853
CNG Cleaning Services, LLC	10919 Chippewa Way	Pensacola	FL	32534	(850)207-4800
Colonial Building Maintenance, LLC	125 W 1st Ave APT# 24	Crestview	FL	32536	(850)217-6128
Commercial Cleaning Systems Concepts, LLC	3340 Wasatch Range Loop	Pensacola	FL	32526	(850)525-1565
Core Commercial Cleaning LLC	3314 Marcus Drive	Pensacola	FL	32503	(850)977-4132
D.O.N.E. Cleaning Services, LLC	2314 Tall Oak Drive	Cantonment	FL	32533	(850)418-7615
Diamond Shine Kleaning Concepts, LLC	3795 Weatherstone Circle	Pensacola	FL	32507	(850)943-2612
Dirt Hunters, LLC	6822 Chuckwagon Lane	Milton	FL	32570	(850)861-9079
DuLac Commercial Cleaning Company, LLC	1482 Dunhurst Drive	Pensacola	FL	32534	(850)776-8162
E T Clean, LLC	7204 Lake Suzzanne Lane	Panama City	FL	32404	(850)691-9747
Eco Sparkle Cleaning Services, Inc	312 Twisted Oak Drive	Cantonment	FL	32533	(850)418-0106
Empire Cleaning, LLC	7591 US 98 Apartment 3B	Pensacola	FL	32506	(850)525-1650
Fudail Cleaning Services, LLC	820 South Madison Dr.	Pensacola	FL	32505	(850)368-7561
Goldsmith Enterprises LLC	7948 Huntington Creek Lane	Pensacola	FL	32526	(850)281-8853
Guevmar Cleaning LLC	618 Gap Creek Drive Apartment #17	Fort Walton Beach	FL	32547	(850)812-2735
Henry Johnson & Sons, LLC	172 Booker Lane	Cantonment	FL	32533	(850)375-0785
HJS Cleaning Service, LLC	813 Bloodworth Lane Apartment 601	Pensacola	FL	32504	(850)316-5388
Iconic Cleaning, LLC	4771 Fairoaks Drive	Pace	FL	32571	(850)346-5230
JJ&E Janitorial Services, LLC	6139 Pam Avenue	Pensacola	FL	32526	(678)939-0334
KB Cleaning Services, LLC	2502 Jeter Rd	Cantonment	FL	32533	(850)549-7114
Kedra Key Janitorial Services, LLC	681 Teleran Street	Pensacola	FL	32534	(850)454-0368
KJ's Efficient Cleaning, LLC	8202 Emperor Road	Pensacola	FL	32514	(850)485-0908
KP Commercial Cleaning, LLC	2401 North 7th Avenue	Pensacola	FL	32503	(850)292-6689
Legend's Professional Cleaning Services, LLC	2478 Redford Drive	Cantonment	FL	32533	(850)495-0234
LJ & RJ Cleaning Services, LLC	4508 Charmonte Way	Pensacola	FL	32505	(850)602-5700
Magic Moppers Professional Cleaning Service	6096 Toulouse Drive	Pensacola	FL	32505	(850)377-4476
Millender Generations Cleaning Services, LLC	2304 Silversides Loops	Pensacola	FL	32526	(850)375-4322
Morning Star Custodial, LLC	6406 Hampton Rd	Pensacola	FL	32505	(850)264-1151
Neat Freakz LLC	907 N. S Street	Pensacola	FL	32505	(850)791-0646
P.U.C.C. Services, LLC	3340 Wasatch Range Loop	Pensacola	FL	32526	(850)276-6306
Prestigious Warrior Commercial Cleaning, LLC	PO BOX 2745	Pensacola	FL	32513	(850)261-4265
R Martin Services, LLC	5525 Prowie Dr	Pensacola	FL	32504	(254)291-8340
Solutions Cleaning Service, LLC	1812 Shay Lin Ct	Niceville	FL	32578	(850)470-5091
T-N-T Cleaning Service, LLC	401 Action Street	Pensacola	FL	32514	(850)449-8683
Top Notch Professional Cleaning Services LLC	1515 Galvin Avenue	Pensacola	FL	32526	(850)261-8271
Total Business Solutions of NWFL LL	3333 Marcus Drive	Pensacola	FL	32503	(850)437-1741
Tressie L Wimbush Enterprises, LLC	520 Frisco Road	Pensacola	FL	32507	(850)723-8715
Tyron's Janitorial Service, LLC	4337 Glen Forest Dr	Milton	FL	32583	(850)226-1241
V.E.C.L.A Inc	2970 Vermont St.	San Bernardino	CA	92407	(850)304-3197
Walter Lowe	1272 Bolivia Street	Pensacola	FL	32534	(850)485-8275

ROCHESTER SUPPORT CENTER

A. P. Cleaning, Inc	154 Mareeta Road	Rochester	NY	14624	(585)953-2940
All Power Services, Inc	151 Kinmont Drive	Rochester	NY	14612	(585)967-3266
BQCC Incorporated	510 Augustine Street	Rochester	NY	14613	(585)260-5367
C4J Cleaning LLC	146 Cornwall Lane	Rochester	NY	14617	(585)410-7250
Crystal Clean Services,LLC	181 Fox Chapel Road	Henrietta	NY	14467	(585)474-0494
Family Works Cleaning, LLC	215 McNaughton Street	Rochester	NY	14606	(585)967-1541
FAMIPRO Cleaning Services, LLC	130 Cheltenham Road	Rochester	NY	14612	(585)471-9611
G.S. Safety Cleaning, LLC	12 Mirtlewood Drive Apartment B	Henrietta	NY	14467	(585)532-1059

H&H Commercial Cleaning Services, LLC	125 Baneberry Way	Hilton	NY	14468	(585)331-0457
Harris Cleaning Services, LLC	455 Fronst Avenue	Rochester	NY	14611	(585)851-6562
Jalyssa's Cleaning Service, LLC	96 Clifton Street	Rochester	NY	14611	(585)269-2263
J's Detail Cleaning Services, LLC	38 Loden Lane	Rochester	NY	14623	(954)663-4630
King Royalty Cleaning LLC	152 Susan Lane	Rochester	NY	14616	(585)214-9969
Magic Squad Cleaning Service, LLC	172 Auburn Avenue	Rochester	NY	14606	(585)775-8262
Magidi Cleaning Service, LLC	6 Wheat Hill	Rochester	NY	14624	(585)415-4422
Mitaccs Cleaning, Inc	110 B Pennwood Drive	Rochester	NY	14625	(585)448-7800
Nehemas Cleaning Services, LLC	34 Webster Manor Dr	Webster	NY	14580	(585)709-9015
Perfect Professional Cleaning Service, Inc	48 Mayflower Street	Rochester	NY	14615	(585)752-7828
Pinnacle Office Services	320 N. Washington Street Suite 122	Rochester	NY	14625	(585)230-0426
Prestige Janitorial, LLC	128 McNaughton Street	Rochester	NY	14606	(585)733-3245
Pro Vision Cleaning Inc.	1504 Scottsville Rd.	Rochester	NY	14623	(585)820-4376
Speckless Cleaning, LLC	99 Olde Harbour Trial	Rochester	NY	14612	(585)281-7798
Wonde, Inc	7 Nuthatch Drive	West Henrietta	NY	14586	(585)309-9516

BUFFALO SUPPORT CENTER

3 Generations Adventures, LLC	39 Fredo Street Suite 200	Buffalo	NY	14206	(716)800-7072
AlphaOmega Janitorial, Inc	5253 Paddock Lane	Lewiston	NY	14092	(716)531-2718
Austin's Quick N Tidy Cleaning Services, Inc	3317 South Park Avenue	Lackawanna	NY	14218	(716)253-9725
Bro's Elite Cleaning LLC	14 Meaford Road	Cheektowaga	NY	14215	(716)553-2286
BSC Janitorial, LLC	8501 Munson Avenue	Niagara Falls	NY	14304	(716)308-2395
Buffalo Brown Cleaning Services, LLC	4 Slate Creek Drive Apartment 4	Cheektowaga	NY	14227	(716)598-0329
Buffalo Cleaning, LLC	34 Slate Creek Drive Apartment 10	Cheektowaga	NY	14227	(716)598-3877
CamRon Always Bright, LLC	98 Chadduck Avenue	Buffalo	NY	14207	(716)931-1759
Carr Care Givers LLC	PO Box 1121	Buffalo	NY	14215	(716)808-0399
Class Act Cleaning Services LLC	39 Hartwell Road	Buffalo	NY	14216	(716)603-3685
CleanLife Cleaning Services LLC	308 Benzinger St	Buffalo	NY	14206	(716)578-2452
Cold City Cleaning, LLC	130 Cambridge Avenue	Buffalo	NY	14215	(980)939-2029
Collins Commercial Cleaning, LLC	111 Greenfield Street	Buffalo	NY	14214	(716)308-1383
Corensic Cleaning LLC	156 Seymour Street	Buffalo	NY	14210	(716)559-6578
D. C. Pristine Services, LLC	185 Woodlawn Avenue	Buffalo	NY	14208	(716)913-7836
Divine Cleaning Services, LLC	999 Wehrle Drive	Williamsville	NY	14221	(716)424-4142
Donnas Cleaning Service	60 West Melcourt Drive	Buffalo	NY	14225	(716)895-2671
Double L Cleaning Services, LLC	P.O. Box 438	Buffalo	NY	14212	(716)482-2464
DP Spotless Cleaning LLC	193 Landon Street	Buffalo	NY	14208	(704)293-1343
DSA Pristine Cleaning Corp	462 Winspear Avenue	Buffalo	NY	14215	(716)380-0577
Elite Cleaning Solutions, LLC	12 Milton Drive	Lancaster	NY	14086	(716)468-3479
Empire State Custom Cleaning, LLC	114 Humason Avenue	Buffalo	NY	14211	(716)290-9723
Entity Business Group, LLC	83 Hamilton Blvd	Kenmore	NY	14217	(716)247-9702
EZ Cleaning Incorporated	543 Riley St	Buffalo	NY	14208	(716)578-2729
Faithful Cleaning Service, LLC	31 Eggert Road	Buffalo	NY	14215	(716)579-0001
First Source Maintenance Inc	107 Avon Road	Tonawanda	NY	14150	(716)983-3939
French's Cleaning, Inc	65 Weston Avenue	Buffalo	NY	14215	(716)398-3474
G&C Commercial Cleaning, Inc	111 Freund Street	Buffalo	NY	14215	(716)480-3265
Hall Cleaning Services, LLC	95 North Drive	Amherst	NY	14226	(716)316-1600
Harris-Janitorial Inc	128 Drexel Road	Buffalo	NY	14214	(716)601-4435
HLT Cleaning, LLC	14 Schauf Avenue	Buffalo	NY	14211	(716)830-8476
J.J.M. Commercial Cleaning, LLC	36 Brunswick Blvd	Buffalo	NY	14208	(716)364-2025
Jadas Cleaning Service & More, LLC	42 Humason Avenue	Buffalo	NY	14211	(716-228-6904
K.D. Smith & The Clean Team, LLC	89 Mercer Avenue	Buffalo	NY	14214	(716)436-1643
K.I.T. Commercial Cleaning, LLC	450 Cambridge Avenue	Buffalo	NY	14215	(716)335-5807
KAB-Cleaning Services, LLC	333 Reiman Street Upper	Buffalo	NY	14212	(716)420-8940

KOB Cleaning Service, LLC	2965 McKoon Avenue	Niagara Falls	NY	14305	(716)417-7008
KV Cleaning LLC	11 Essex Lane	Buffalo	NY	14204	(716)536-6283
M.R.S. Cleaning Services, LLC	800 Humboldt Parkway	Buffalo	NY	14211	(716)444-2188
Mack, Inc	34 Wright Avenue	Buffalo	NY	14214	(716)313-8924
Maria's Angelic Cleaning Service LLC	896 Richmond Avenue	Buffalo	NY	14222	(716)705-7048
Mart Kirkland LLC	235 Townsend Street	Buffalo	NY	14212	(716)464-8779
McMillan Cleaning Services, Inc	351 Hastings Avenue	Buffalo	NY	14215	(716)812-3419
Mellerson Cleaning, Inc	320 Hewitt Avenue	Buffalo	NY	14215	(716)308-7491
Mootry Commercial Cleaning, LLC	952 Northland Avenue	Buffalo	NY	14215	(716)507-2010
Mr. EZ Commercial Cleaning	171 Victoria Blvd	Kenmore	NY	14217	(716)812-1065
N S J Services, Inc	191 Waverly Ave	Kenmore	NY	14217	(716)930-2378
P.R.M. Cleaning, LLC	86 Summit Avenue	West Seneca	NY	14224	(716)783-2425
Penny Wright Cleaning, LLC	87 Grove Street	Arcade	NY	14009	(585)492-0275
PFS Professional Services, Inc	153 Hollywood Avenue	Buffalo	NY	14220	(716)587-2764
Primes Prude Cleaning , LLC	182 Masten Avenue	Buffalo	NY	14209	(716)939-5349
Pro Image Cleaning Services, LLC	P.O. Box 1465	Buffalo	NY	14215	(716)936-4424
Purple Infinity Cleaning LLC	1445 Losson Road	Depew	NY	14043	(716)348-9440
R & B Cleaning, Inc	PO Box 438	Buffalo	NY	14212	(716)812-6783
R&R Cleaning Solutions, LLC	52 Sussex Street	Buffalo	NY	14215	(716)935-0564
Rite Touch Cleaning, Inc	248 Dartmouth Avenue	Buffalo	NY	14215	(716)310-9778
RTW Cleaning Services, LLC	124 Leonard Street	Buffalo	NY	14215	(716)465-0894
Sterling Janitorial Services, Inc	23 Scheu Park	Buffalo	NY	14211	(716)335-5773
TC's Janitorial Service, Inc.	3164 Dell Drive	Niagara Falls	NY	14304	(716)280-9885
TKP Cleaning, Inc	128 Hewitt Avenue	Buffalo	NY	14215	(716)536-1027
TMT Custom Cleaning, LLC	134 Gaulbert Street	Cheektowaga	NY	14211	(716)548-7090
VFresh Cleaning Services LLC	159 Hamlin Rd	Buffalo	NY	14208	(716)348-2882
Western New York Janitorial, LLC	9200 Sandrock Road	Eden	NY	14057	(716)602-9009
White Glove Superior Cleaning Service Inc	861 Beach Road	Cheektowaga	NY	14225	(716)417-5060
Wolfpac Cleaner LLC	111 Freund Street	Buffalo	NY	14215	(716)398-8301

HARRISBURG SUPPORT CENTER

2Seventeen Cleaning Services LLC	587 Highland Street	Harrisburg	PA	17113	(717)916-0035
A & T Cleaning Service, Inc.	P. O. Box 168	Marysville	PA	17053	(717)577-2837
A Ladyz Empowering Clean LLC	2724 Lewisberry Road	York	PA	17404	(717)495-7388
A Littles Cleaning Company	821 Lemar Ave	Harrisburg	PA	17112	(717)551-1585
A.B. Contracts, LLC	401 Eden Road Apt.R3	Lancaster	PA	17601	(717)288-2308
A-1 Professional Cleaning, LLC	4121 Beaufort Hunt Drive	Harrisburg	PA	17110	(717)736-5714
Abel & Kersen, Inc	436 West Vine Street	Lancaster	PA	17603	(717)693-9040
All Points Covered , LLC	2428 Market Street	Harrisburg	PA	17103	(717)213-9743
Amazinglee Clean LLC	921 Roherstown	Lancaster	PA	17601	(717)344-1873
Aubrees Cleaning Incorporated	6293 Mifflin Ave	Harrisburg	PA	17111	(717)649-5157
B&G Cleaning Incorporated	2164 Bentley Lane	York	PA	17404	(717)683-6809
Banks & Company LLC	401 Piedmont Circle	York	PA	17404	(717)640-4441
BCS Solutions LLC	205 Oley St. Apt1	Reading	PA	19601	(240)906-0927
Blacks Janitorial Services, Inc.	254 Seneca Street	Harrisburg	PA	17110	(717)230-8655
Blesski, LLC	8706 Creedmoor Lane	New Port Richey	FL	34654	(727)303-8700
Bopeto Service Corporation	170 Westpoint Drive	Carlisle	PA	17013	(717)839-7412
Bright Star Cleaning Services, LLC	7681 Clearfield Street	Harrisburg	PA	17111	(717)839-7412
Bro Cleanz, LLC	22 Hilldale Drive	Ephrata	PA	17522	(717)466-4747
Candy Bells Cleaning Service by A&T LLC	543 Herman Ave	Lemoyne	PA	17043	(717)980-4111
Clean Technician Janitorial Services LLC	1638 Naudain Street	Harrisburg	PA	17104	(717)379-9112
CleaningMax, LLC	22 Hilldale Drive	Ephrata	PA	17522	(717)466-4747
Clear Reflection Cleaning LLC	1526 Swarr Run Road Apt.	Lancaster	PA	17601	(717)271-6207

ClearVyew Cleaning, LLC	1709 Susquehanna Street	Harrisburg	PA	17102	(717)614-9008
Cranks Professional Cleaning Services	519 Sandstone Lane	York	PA	17404	(717)701-6506
Dream Team Janitorial, LLC	5807 Hidden Lake Drive Apartment	Harrisburg	PA	17111	(717)557-3738
Dual Commercial Cleaning, LLC	85 Hidden Lake Drive Apt.	Harrisburg	PA	17111	(717) 557-3738
Dynasty Janitorial Services, LLC	1520 Pelham Rd.	Harrisburg	PA	17110	(717) 421-2150
E&J Cleaning Services, LLC	1734 Bradley Drive	Harrisburg	PA	17110	(717)888-0410
Enhanced Cleaning, LLC	6430 Creekbend Drive	Mechanicsburg	PA	17050	(717)623-1557
Elohim Services LLC	804 Kingsway Drive	Lancaster	PA	17601	(717)992-8414
Ethavon, LLC	27 Theodore Avenue	Middletown	PA	17022	(717)669-4533
FADWA LLC	27 Theodore Avenue	Middletown	PA	17057	(717)379-4748
First Take Cleaning, LLC	105 S Market St. Apt. 201	Elizabethtown	PA	17372	(717) 490-0935
Flawless Cleaning Co., LLC	3947 Elmerton Avenue	Harrisburg	PA	17109	(717)999-3740
Fletcher KM Cleaning and Janitorial Services LLC	664 Radnor St	Harrisburg	PA	17110	(717)681-4078
Flex Cleaning Services, LLC	114 Ashley Drive	Ephrata	PA	17522	(484)334-5904
Flores Cleaning, LLC	560 White Church Drive	York Springs	PA	17372	(717)412-8079
Fox's Commercial Cleaning LLC	216 S. Madison Street	Harrisburg	PA	17109	(717)980-4119
Fresh Tekniques	16 Glenview Circle	Dillsburg	PA	17019	(717)836-4232
G Patterson Cleaning Company	3902 Smarty Jones Drive	Harrisburg	PA	17112	(717)265-6502
Ghost Duster Cleaning, LLC	390 Fresno Drive	Harrisburg	PA	17112	(717)877-8644
Glo Cleaning Services	7056 Woodsman Drive	Harrisburg	PA	17111	(302) 399-8546
Goal Commercial Cleaning II, LLC	212 Kelso Street	Harrisburg	PA	17111	(717)580-8967
God's Time LLC	254Brenneman Rd	Lancaster	PA	17603	(717)617-3196
Good Evening Cleaning Services, LLC	3070 Ferree Hill Rd	York Springs	PA	17403	(717)495-0286
Gordon Cleaning Service, LLC	2600 Rudy Road	Harrisburg	PA	17104	(717)943-5713
Green Bros Cleaning, LLC	3276 Vesta Lane	Harrisburg	PA	17110	(717)623-6224
Griers Cleaning Company	225 N. 15th Street	Harrisburg	PA	17103	(717)678-5697
GRYND Cleaning Services, LLC	2716 Linglestown Rd	Harrisburg	PA	17110	(717)903-9043
Hancock Cleaning Services, LLC	542 West 2nd Avenue	Lititz	PA	17543	(717)940-4235
International Cleaning Company	623 Erford Road	Camp Hill	PA	17011	(717)443-8099
IVHRR Services, LLC	611 E. Chestnut Street	Lancaster	PA	17602	(717)413-5917
J & A Cleaning, LLC	1620 Mendenhall Drive Apt. 238	Mechanicsburg	PA	17050	(717)975-2000
J & H Precision Janitorial, LLC	1349 Glen Moore Circle	Lancaster	PA	17601	(717)327-8698
J & K Cleaning Crew, LLC	11 South 2nd Street	Lemoyne	PA	17601	(717)557-7941
J&A LLC	27 Carter Place	Carlisle	PA	17013	(717)753-9488
J&J Cleaning Solutions LLC	2515 Alessandro Blvd	Harrisburg	PA	17013	(717)753-9488
J&R Cleaning Service LLC	205 N. Timber Drive	Harrisburg	PA	17110	(717)608-1904
Jackson Services, LLC	1923 Bellevue Road	Harrisburg	PA	17104	(717)608-1904
Jennings Commercial Cleaning Services, LLC	2468 Ruby Road	Harrisburg	PA	17104	(717)379-7161
Jireh Cleaning, LLC	606 Mayer Place	Lancaster	PA	17601	(717)271-2277
Johnson Cleaning Services, LLC	1009 N. 16th Street	Harrisburg	PA	17103	(717)236-0000
Johnson's Cleaning Solutions, LLC	2535 Brownstone Court	Dover	PA	17315	(717)712-8197
Jonsi Effect, LLC	2222 Berryhill Street	Harrisburg	PA	17104	(717)701-1771
JT Precise Cleaning LLC	480 Abbey Drive	Mount Wolf	PA	17347	(717)257-0971
K.A.L. Commercial Cleaning, LLC	595 Cardinal Drive	Harrisburg	PA	17111	(717)773-3825
King & Queen Services, LLC	196 N.Laurel St	Manheim	PA	17545	(717)773-3825
Kleansly Kleaners LLC	1 Cottonwood Building	Middletown	PA	17057	(717)443-4225
KMPESINO, Inc	5079 Pajabon Drive Apt. 51	Harrisburg	PA	17111	(347)667-9473
L.O.L. Cleaning Services, LLC	3841 Wyatt Road	Harrisburg	PA	17104	(717)805-1991
M & M's All In One Cleaning, LLC	1143 Amber Lane	Harrisburg	PA	17111	(717)342-8123
Maria Bonilla	41 Agape Drive	Ephrata	PA	17522	(717)278-2310
M-E Cleaning LLC	1428 1st Avenue	York	PA	17403	(347)604-3262
Melenciano Corp	5071 Stacey Drive Apartment 130	Harrisburg	PA	17111	(646)714-8588
Mihalo Cleaning Services, LLC	6237 Spring Knoll Drive	Harrisburg	PA	17403	(717)471-4011

Millennium Touch Cleaning, LLC	993 Pinetree Way	Lancaster	PA	17601	(717)471-4011
MLR Services, LLC	1 Codorus Creek Court	Carlisle	PA	17013	(717)713-713-9443
Mr. Calvin Clean, LLC	406 Heister Rd	Harrisburg	PA	17110	(717)877-0706
N&K Commercial Cleaning, LLC	201 Clinton Road	Harrisburg	PA	17109	(717)576-6908
N&K Professional Services, LLC	3903 Donna Jane Court Apt.	Harrisburg	PA	17109	(717)979-1421
ODAA Commercial Cleaning, LLC	701 Euclid Avenue	Lancaster	PA	17603	(717)207-0248
Parson's Cleaning, LLC	307 Woodland View Court	Harrisburg	PA	17110	(717)350-4296
Pombo Perfect Cleaning, LLC	4400 Linglestown Road Suite 211	Harrisburg	PA	17112	(717)510-02222
PRO Cleanse, LLC	430 Hykes Mill Road	Manchester	PA	17345	(717)309-3012
QJ Services, LLC	3309 Ridgeway Rd	Harrisburg	PA	17109	(717)579-8474
R & D Cleaning Service, LLC	810 Fairview Rd	Carlisle	PA	17013	(717)448-8115
R & D Top Quality, LLC	2718 Equestrian Drive	York	PA	17402	(717)542-3033
Rag-Tag Team, LLC	348 B Friendship Ave	Hellam	PA	17402	(717)333-3964
Rason Cleaning Company, LLC	1404 W. King Street	York	PA	17404	(347)581-7960
RBS Cleaning & Moving, LLC	891 Orchard Street	Akron	PA	17501	(717)368-0427
Red's Commercial Cleaning Services, LLC	2605 Alessandro Blvd	Harrisburg	PA	17110	(717)300-9321
S B Commercial Cleaning, LLC	1710 Fort Patton Drive	Harrisburg	PA	17112	(717)379-4915
Salgados, LLC	1336 W. Philadelphia Street #1	York	PA	17404	(787)646-1840
Shirley Cleaning Service, LLC	255 Sadleridge Drive	Harrisburg	PA	17110	717)599-8552
Simply Spotless Commercial Cleaning, LLC	2134 Swatara St.	Harrisburg	PA	17104	(717)554-1385
Skye's The Limit Cleaning Group, LLC	2320 Magnolia Terrace	Harrisburg	PA	17110	(717)562-8994
Sofia Cleaning LLC	3255 Taunton Drive	York	PA	17402	(717)562-8994
Sonya Cleaning Service, LLC	510 Spring Ave	Lititz	PA	17543	(717)615-1961
Sparkle and Shine Commercial Cleaning Services, LLC	2100 Market Street	Middletown	PA	17057	(717)982-3360
Stumps Clean Team, LLC	1648 Cedar Cliff Drive	Camp Hill	PA	17011	(717)695-6388
Surface Clean Janitorial Services	533 Park Terrace	Harrisburg	PA	17111	(717)599-8005
T & K Janitorial Services, LLC	352 Worcester Avenue	Harrisburg	PA	17111	(717)564-2425
Taylored Cleaning Solutions, LLC	2021 A Whitehall Street	Harrisburg	PA	17103	(717)557-9796
The Cleaning Company Inc.	P.O. Box 7423	Lancaster	PA	17604	(717)330-5716
The Kleen Pro Inc	4155 Woodlyn Terrace	York	PA	17402	(717)840-9613
Timeless Kreations, LLC	37 Charles Street Apt B	Highspire	PA	17034	(717)602-1496
TLS & Family, LLC	1847 North Street	Harrisburg	PA	17103	(717)623-1788
Trogers Janitorial, LLC	1813 Whitehall Street	Harrisburg	PA	17103	(717)975-7848
Unforgettable Cleaning, LLC	1078 Apt O Rockledge Drive	Carlisle	PA	17015	(717)585-7905
Unik Cleaning Service, LLC	42 Lepore Drive	Lancaster	PA	17602	(717) 538-3813
Universal Service Enterprise, Inc.	130 Carlisle Street Suite 2	Hanover	PA	17331	(717)342-3624
Uranus Services Corporation	24 Winifred Drive	Hanover	PA	17331	(717)342-3624
Wagley Cleaning Corporation	2162 Canterbury Drive	Mechanicsburg	PA	17055	(315)480-8427
Wax On Wax Off Cleaning Services, LLC	2651 Walnut Street	Harrisburg	PA	17103	(717)954-4088
WC&M Cleaning LLC	4701 Berkley Street	Harrisburg	PA	17109	(717)649-7680
Wrights Cleaning Services, LLC	245 Riverview Drive	Ephrata	PA	17109	(717)333-8188
Zamika Corporation	3322 Jonagold Drive	Harrisburg	PA	17110	(717)480-6034

ALABAMA SUPPORT CENTER

A Touch of Magic, LLC	11999 Jericho Dr	Daphne	AL	36526	(850)375-3886
B&W All in 1 Service LLC	810 Cleveland Road	Saraland	AL	36571	(251)607-8429
Blu Magic Cleaning Services, LLC	1253 Madar Street	Mobile	AL	36603	(251)721-4663
C&J Janitorial Service, LLC	2266 Fernwood Loop W	Semmes	AL	36575	(251)533-9820
Clean Sweep of the South, LLC	520 3rd Avenue	Saraland	AL	36571	(251)377-9743
D&V Cleaning, LLC	1693 Wofford Place	Mobile	AL	36613	(251)442-6242
DeFour Enterprises, LLC	4126 College Parkway	Eight Mile	AL	36613	(205)292-0853
Ella Mae Willilams, LLC	454 Lott Street	Mobile	AL	36604	(251)288-9951
Extra Point Cleaning Services, LLC	4115 Palmdale Drive	Mobile	AL	36609	(251)404-7802

Grandmas LLC	966 Delmar Drive	Mobile	AL	36606	(251)786-2207
Green's All Purpose Services, LLC	4433 Bent Tree Road	Eight Mile	AL	36613	(251)423-7681
JAG Commercial Cleaning, LLC	312 Schillinger Road S	Mobile	AL	36608	(251)706-9293
Just Right Cleaning SVC, LLC	7570 Clairmont Dr N	Semmes	AL	36575	(251)554-5157
K & D Professional Touch Cleaning Service, LLC	1700 Boykin Blvd	Mobile	AL	36605	(251)635-6428
K3 Cleaning Service LLC	1200 Somerby Drive	Mobile	AL	36695	(251)786-3489
L & Q Cleaning Services, LLC	2420 St. Stephens Road	Mobile	AL	36617	(251)635-2761
Legit Cleaning Services, LLC	5718 Ramada Drive S	Mobile	AL	36693	(251)307-6300
LY Professional Cleaning Service, LLC	863 Montfort Road W	Mobile	AL	36608	(251)422-6170
Majestic Services Comm LLC	6590 Tung Ave. W.	Theodore	AL	36582	(251)442-5364
Norris Q Turner , Jr, LLC	2455 McLaughlin Drive	Mobile	AL	36605	(251)243-1103
Peridot Cleaning, LLC	413 Donald Street	Mobile	AL	36617	(251)622-4198
Popcorn Cleaning Service LLC	1125 Wallen Drive	Mobile	AL	36608	(251)533-0298
Real Guy Cleaning Service, LLC	7561 Avery Lane	Daphne	AL	36526	(251)767-4377
RoseStrong Cleaning LLC	8131 Woodstone Drive	Semmes	AL	36575	(251)545-1948
So Fresh So Clean, LLC	2433 Linwood Drive	Gautier	MS	39553	(228)934-6062
SS Cleaning Service LLC	3919 Driftwood Drive E	Mobile	AL	36605	(251)458-7264

LEXINGTON SUPPORT CENTER

3 Angels Janitorial LLC	1019 Champion Court	Frankfort	KY	40601	(502)319-3269
5S Crew, LLC	151 S. Locust Hill Drive Apartment 707	Lexington	KY	40517	(609)356-9294
Agape Cleaning, LLC	140 Leatherwood Lane	Lexington	KY	40511	(859)536-2472
Amazing Grace Cleaners, LLC	2854 Hanna Place	Lexington	KY	40509	(240)640-2396
Bamak, LLC	113 Jeremy Drive	Frankfort	KY	40601	(502)319-9070
Barnie Cleaning Services, LLC	604 Morgan Hills Drive	Lexington	KY	40509	(859)303-6929
Carmen Janitorial Cleaning, LLC	2312 Rocky Point Court #A	Lexington	KY	40504	(859)227-8414
Eddy Boat Janitorial Frankfort, LLC	117 Palmer Drive	Frankfort	KY	40601	(502)320-0637
Garcia's Cleaning Services, LLC	2584 Michelle Park	Lexington	KY	40511	(859)447-6365
Holy Light Cleaning Service	628 Vonbryan Trace	Lexington	KY	40509	(301) 549-9164
Indomitable Cleaning, LLC	2521 Langstane Lane	Lexington	KY	40511	(859)537-6545
J Carter Solutions, LLC	523 Monticello Blvd.	Lexington	KY	40503	(859)296-9108
J.M. Cleaning Services, LLC	2825 Cherry Blossom Way	Lexington	KY	40511	(859)312-7481
Jayzhon's Cleaning, LLC	218 Green Street	Nicholasville	KY	40356	(859)999-9999
Joanna's Janitorial Service	552 Bell Castle Road	Lexington	KY	40505	(859)270-7172
Jones Janitorial Services, Inc	116 Fairfiled Drive	Mount Sterling	KY	40353	(859)285-7985
Kemdjo Care Cleaning Services, LLC	1825 Liberty Road #127	Lexington	KY	40505	(859)797-9387
Kingdarkuse Cleaning, LLC	1825 Liberty Road #224	Lexington	KY	40505	(270)317-7769
Kitabu Cleanings LLC	1777 Russell Cave Rd	Lexington	KY	40505	(859)327-7148
KVP LLC	481 Chelsea Woods Drive	Lexington	KY	40509	(859)270-8369
Mabika Cleaning LLC	219 Patchen Drive #608	Lexington	KY	40517	(859)402-5449
Mejia Cleaning LLC	65 Bon Haven Avenue	Winchester	KY	40391	(859)684-2340
Mikeaiden Cleaning and Janitorial Services, LLC	2831 Our Tibbs Trail	Lexington	KY	40511	(859)536-7853
MM Cleaning LLC	112 Yamacraw Place	Lexington	KY	40511	(207)766-8271
Momba Cleaning LLC	112 Yamacraw Place	Lexington	KY	40511	(207)347-9316
Narkroy Janitorial Services	440 Woodview Drive	Lexington	KY	40515	(859)351-3270
Nestas Cleaning Service, LLC	4026 Palmetto Drive	Lexington	KY	40505	(859)536-0207
Noman Solutions, LLC	1032 Applecross Drive	Lexington	KY	40511	(502)337-4217
Paradoxe Cleaning LLC	534 Hollow Creek Road	Lexington	KY	40511	(207)409-2986
Pentecost Janitorial Services, LLC	902 Tierra Linda Drive #11	Frankfort	KY	40601	(502)320-6048
Sam Pro Cleaning	3565 Tates Creek	Lexington	KY	40511	(859) 519-9969
Shakana Solutions, LLC	388 McConells Trace	Lexington	KY	40511	(502)234-8099
Sifa Janitorial LLC	3513 Sundart Drive	Lexington	KY	40517	(859)285-8758
SK Cleaning, LLC	101 Paige Drive	Nicholasville	KY	40356	(701)541-3566

Valuable African Women of Lexington	4508 Turtle Creek Way	Lexington	KY	40509	(859)230-8134
Vericlean LLC	1528 Leestown Rd PO Box 130-268	Lexington	KY	40511	(859)382-5557
Yasbeth Care Cleaning LLC	3303 Morhan Way	Lexington	KY	40517	(859)447-6365

EXHIBIT E

OPERATING FRANCHISES OF COVERALL NORTH AMERICA, INC. AND OF OTHER SERVICE FRANCHISEES

(Limited to states in which N.G.T. Corporation does business)
Unless and otherwise indicated, all lists are effective as of 12/31/23

© 2024 Coverall Service Company

Operating Franchisee	Street Address	City	State	Zip	Phone
Cooks Comercial Cleaning	238 87th Place S.	BIRMINGHAM	AL	35206	(205) 864-2001
RT	843 Vanderbit	Birmingham	AL	35206	(205) 965-0426
Guys and Brooms Cleaner	469 37th Terrace West	BIRMINGHAM	AL	35207	(205) 337-1441
QSC Janitorial	2876 41st Court North	Birmingham	AL	35207	(205) 215-0318
Greenie Greens Cleaning LLC	305 16 th Court NW	BIRMINGHAM	AL	35215	(412) 537-5953
Golden Wings Courier	4125 51St Ave North	BIRMINGHAM	AL	35217	(205) 223-3329
TNT Cleaning LLC	529 Spring Garden Trail	BIRMINGHAM	AL	35217	(334) 737-1585
Claritas Cleaning Service	17 5th Street	BIRMINGHAM	AL	35217	(205) 842-2418
True cleaning	200 Spring Garden Circle	BIRMINGHAM	AL	35217	(205) 885-4401
Lawson Commercial Cleaning	1301 Edwards Lake Road	BIRMINGHAM	AL	35235	(205) 815-1563
TJ'S Janitorial Cleaning Service	617 Tupelo Road	Center Point	AL	35215	(205) 815-3962
Sherrod Janitorial	572 Jefferson Street	COURTLAND	AL	35618	(256) 341-7311
A Touch of Magic, LLC	11999 Jericho Dr	DAPHNE	AL	36526	(850) 860-5756
Real Guy Cleaning Service, LLC	7561 Avery Lane	DAPHNE	AL	36526	(251) 767-4377
CC Cleaners	706 Lafayette St NW	DECATUR	AL	35601	(256) 309-8218
AC Cleaning	2321 Selma St. SW	DECATUR	AL	35603	(256) 345-1571
DeFour Enterprises, LLC	4126 College Parkway	EIGHT MILE	AL	36613	(205) 723-9646
Green's All Purpose Services, LLC	4433 Bent Tree Road	EIGHT MILE	AL	36613	(251) 423-7681
C & C BUSINESS GROUP LLC	5 RIVERSIDE DRIVE	Fort Mitchell	AL	36856	(706) 593-3994
Nooks & Crannies Cleaning Service LLC	257 Lockhart Rd.	HARVEST	AL	35749	(256) 655-4776
Inter Services and Supplies	5412 Park Side Circle	HOOVER	AL	35244	(205) 209-6105
Pristine Cleaning Company Inc	136 Luna Rd	HORTON	AL	35980	(256) 960-2273
Whitlow Services LLC	13 Weybosset St. NW	HUNTSVILLE	AL	35806	(405) 816-1172
Bell Glo Cleaning Services	108 Cottonwood Trail	Madison	AL	35758	(256) 464-3591
Reliable Cleaning LLC	7040 Summerdale Drive	MCCALLA	AL	35111	(21) 688-8449
Blu Magic Cleaning Services, LLC	1253 Madar Street	MOBILE	AL	36603	(251) 721-4663
Norris Q Turner , Jr, LLC	2455 McLaughlin Drive	MOBILE	AL	36605	(251) 243-1103
K & D Professional Touch Cleaning Service, LLC	1700 Boykin Blvd	MOBILE	AL	36605	(251) 654-9866
SS Cleaning Service LLC	3919 Driftwood Drive E	MOBILE	AL	36605	(251) 901-6039
Grandmas LLC	966 Delmar Drive	MOBILE	AL	36606	(251) 786-2207
Ella Mae Willilams, LLC	10802 Paget Drive North	MOBILE	AL	36608	(251) 288-9951
JAG Commercial Cleaning, LLC	312 Schillinger Road S	MOBILE	AL	36608	(251) 706-9293
LY Professional Cleaning Service, LLC	863 Montfort Road W	MOBILE	AL	36608	(251) 422-6170
Popcorn Cleaning Service LLC	1125 Wallen Drive	MOBILE	AL	36608	(251) 533-0298
Extra Point Cleaning Services, LLC	4115 Palmdale Drive	MOBILE	AL	36609	(251) 609-0141
D&V Cleaning, LLC	1693 Wofford Place	MOBILE	AL	36613	(251) 767-7803
L & Q Cleaning Services, LLC	2420 St. Stephens Road	MOBILE	AL	36617	(251) 635-2761
Peridot Cleaning, LLC	413 Donald Street	MOBILE	AL	36617	(251) 404-5959
Legit Cleaning Services, LLC	5718 Ramada Drive S	MOBILE	AL	36693	(251) 307-6300
K3 Cleaning Service LLC	2541 Hedgerow Drive	MOBILE	AL	36695	(251) 786-3489
Elite Touch LLC	2750 Clara St	MONTGOMERY	AL	36107	(480) 386-2272
A + Commercial Cleaning and Janitorial Service	444 Twain Curve	MONTGOMERY	AL	36117	(334) 391-4601
Palacio Cleaning Service	3590-B Highway 31 S.	PELHAM	AL	35124	(205) 451-2915
Clean Sweep of the South, LLC	520 3rd Avenue	SARALAND	AL	36571	(251) 377-9743
B&W All in 1 Service LLC	810 Cleveland Road	SARALAND	AL	36571	(251) 607-8429

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Just Right Cleaning SVC, LLC	7570 Clairmont Dr N	SEMMES	AL	36575	(251) 398-1190
C&J Janitorial Service, LLC	2266 Fernwood Loop W	SEMMES	AL	36575	(251) 508-1925
RoseStrong Cleaning LLC	8131 Woodstone Drive	SEMMES	AL	36575	(251) 545-1948
Berry Clean Janitorial LLC	3780 Wilson Chapel Rd	SNEAD	AL	35952	(256) 505-1758
C&D Janitorial	50 Clubhouse Road	SPRINGVILLE	AL	35146	(205) 471-9210
Majestic Services Comm LLC	6590 Tung Ave W	THEODORE	AL	36582	(251) 509-8467
A-Plus Pro Commercial Janitorial Services LLC	337 Country Rd 1153	TROY	AL	36079	(334) 538-2071
Margia Maids Cleaning LLC	300 Shoppingway Blvd. Apt#44	WEST MEMPHIS	AR	72301	(901) 606-3054
Robert Smith	PO Box 283	West Memphis	AR	72301	(901) 359-1927
Waxi Commercial Cleaning	8517 S 229th Lane	BUCKEYE	AZ	85326	(602) 399-6107
Wil-Mor Family Services LLC	994 S 223rd Ln	BUCKEYE	AZ	85326	(614) 352-3920
MRM BAILEY CLEANING SERVICES	875 S Nebraska St	CHANDLER	AZ	85225	(216) 258-8200
Loly's Cleaning	800 W Willis Rd	CHANDLER	AZ	85286	(480) 558-6272
Omega Supreme Clean LLC	1411 S. Moccasin Trl	GILBERT	AZ	85296	(414) 309-3405
Family Cleaning Mix Service	8328 N 55th Ave	GLENDALE	AZ	85302	(602) 487-3637
Evelias Cleaning Service	8401 North 67th Avenue #58	Glendale	AZ	85302	(602) 349-2914
AZ Cleaning Service and Solutions	5043 W. Desert Cove Avenue	Glendale	AZ	85304	(602) 521-2095
Eagles Cleaning Services LLC	10310 W Colter St	GLENDALE	AZ	85307	(602) 448-7540
Clean Dream Team LLC	16160 W Durango St	GOODYEAR	AZ	85338	(785) 492-7939
A & B PROFESSIONAL SERVICES OF ARIZONA LLC	18205 S Copper Point Dr	GREEN VALLEY	AZ	85614	(520) 596-8860
Luzaleide Cleaning Services, LLC	13387 N Lon Adams Rd	MARANA	AZ	85653	(520) 685-0320
NMAA LLC	739 W Second Pl	MESA	AZ	85201	(480) 295-9919
Mateo Cleaning	431 N Ashland Ave	MESA	AZ	85203	(480) 593-0867
Alvarez Cleaning Concepts LLC	10727 E Enid Ave	MESA	AZ	85208	(480) 577-2513
Tray Cleaning	7411 West Shangri La Rd	PEORIA	AZ	85345	(623) 703-8620
Marines' Cleaning Service	2821 W Glenrosa Ave	PHOENIX	AZ	85017	(602) 218-1836
Lujan Cleaning Services LLC	9838 N 10th St	PHOENIX	AZ	85020	(309) 532-5062
ADVANCED CLEANING OF AZ LLC	110 E Greenway Pkwy	PHOENIX	AZ	85022	(623) 225-5182
JF CLEANING SERVICES LLC	3235 N 43rd Ave	PHOENIX	AZ	85031	(480) 823-8211
Alderete's Cleaning Company	7420 W Hazelwood St	PHOENIX	AZ	85033	(623) 206-0110
MAGIC MOPS LLC	7713 W Mariposa Dr	PHOENIX	AZ	85033	(602) 600-9855
Twin Brothers Cleaning Service	7501 W. Devonshire Ave	Phoenix	AZ	85033	(623) 340-6872
Super Max Cleaning LLC	9001 W Osborn Rd	PHOENIX	AZ	85037	(60) 246-1009
Gonzalez Cleaning Services LLC	2217 W. Saint Anne Ave.	PHOENIX	AZ	85041	(602) 218-2354
BRLOGISTICS, LLC	7032 W Polk St	PHOENIX	AZ	85043	(623) 742-5552
Family Cleaning Services LLC	3216 W Lane Ave	PHOENIX	AZ	85051	(602) 754-3494
TF Cleaning	3947 W. Frier Dr.	Phoenix	AZ	85051	(602) 486-1053
Trellys Cleaning Fairies	3217 W Angela Dr	PHOENIX	AZ	85053	(414) 530-3661
Smiley's Cleaning Service	1727 E Omega Drive	QUEEN CREEK	AZ	85143	(480) 593-7126
Arbelaez, Inc	10421 Silvertree Dr	SUN LAKES	AZ	85248	(619) 948-3440
ARBELAEZ LLC	10421 E Silver Tree Dr	SUN LAKES	AZ	85248	(619) 948-3440
IFFA WOLKABA CLEANING CONCEPTS, LLC	9310 W Odeum Ln	TOLLESON	AZ	85353	(602) 330-2203
Desert Rain Finishings LLC	4439 N Old Romero Rd	TUCSON	AZ	85705	(520) 248-9762
Shine-Pros Solutions & More LLC	1432 E Mossman #29	TUCSON	AZ	85706	(520) 278-1781
Luis Fernando Cleaning Services	1442 E Ganley Terrace Dr	TUCSON	AZ	85706	(520) 328-5824

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
JANEGI LLC	1007 Rodman Road	WILMINGTON	DE	19809	(302) 444-7579
Queen Kunti's Cleaning LLC	16302 NW 141st St	ALACHUA	FL	32615	(352) 871-7522
Julian's Cleaning Service	568 Turkey Creek	ALACHUA	FL	32615	(352) 316-0689
J&L Special Touch Cleaning Services LLC	555 Northlake Blvd Apt 57	ALTAMONTE SPRINGS	FL	32701	(321) 443-0701
Sonz of Thunder SVC, LLC	858 Grand Regency Pointe Unit 204	ALTAMONTE SPRINGS	FL	32714	(407) 461-6039
AXION10 LLC	671 Jamestown Blvd	ALTAMONTE SPRINGS	FL	32714	(321) 527-8967
LCG Solutions LLC	710 Jamestown Blvd Apt#2290	ALTAMONTE SPRINGS	FL	32714	(321) 527-8926
MBC USA LLC	540 Yew Court	ALTAMONTE SPRINGS	FL	32714	(407) 620-8367
RJ COMMERCIAL BIZ, LLC	2115 Jackson Ave	ALVA	FL	33920	(786) 397-1439
Advanced Custom Cleaning LLC	1229 Hillcrest View Loop	APOPKA	FL	32703	(407) 714-7220
Santisa USA LLC	2082 Wintworth Circle	APOPKA	FL	32703	(407) 860-3435
VKA Cleaning Services LLC	1020 Bear Lake Road	APOPKA	FL	32703	(407) 435-6638
Claston Esterine	1444 Dusty Pine Drive	APOPKA	FL	32703	(407) 748-4843
J & P Cleaning Services LLC	440 Vicks Landing Drive	APOPKA	FL	32712	(407) 619-3693
Cleanforce	12404 SW 31st Avenue	Archer	FL	32618	(352) 682-2048
Unique Cleaning	16878 SW 143rd Ave	ARCHER	FL	32618	(352) 214-0868
PIKIS CLEANING SERVICES LLC	1215 West Pleasant Street	AVON PARK	FL	33825	(863) 257-2892
P&J COMMERCIAL CLEANING SERVICES LLC	2120 SW 17th Pl	BELL	FL	32619	(352) 219-7840
AJC Solution Group LLC	5432 New Haven Court	BELLE ISLE	FL	32812	(954) 294-8559
Larson's Commercial Cleaning Inc	7050 SE 124th St	BELLEVIEW	FL	34420	(352) 425-4411
Loumar Professional Enterprises LLC	22047 Caldera Avenue	BOCA RATON	FL	33428	(561) 729-5163
IJ BLUE CLEAN LLC	9480 Boca Cove Circle APT # 405	BOCA RATON	FL	33428	(954) 297-8903
Bermatt LLC	201 NE 28th Road	BOCA RATON	FL	33431	(561) 289-1402
Palomares Professional Cleaning LLC	PO Box 880654	BOCA RATON	FL	33433	(954) 871-7510
Sdenisa Cleaning Service LLC	18320 - 181st Circle S	BOCA RATON	FL	33498	(954) 913-5050
Yoel Commercial and Residential Maintenance Inc	202 Riviera Circle	BONAVENTURE	FL	33326	(954) 305-4850
Victoria Torres Cleaning Incorporated	10650 Wilson Street	BONITA SPRINGS	FL	34135	(239) 200-2256
Klement's Kleaning LLC	28029 Captiva Shell Loop	BONITA SPRINGS	FL	34135	(239) 734-0168
JM Multiservices, LLC	707 Key West St	BOYNTON BEACH	FL	33426	(754) 610-7919
Intercity USA, LLC	4927 Gateway Garden Dr.	BOYNTON BEACH	FL	33436	(561) 301-2079
Tita's Maid Services LLC	4780 Concordian Lane	BOYNTON BEACH	FL	33436	(561) 843-2470
HHIR SERIVCE'S LLC	9960 Pineapple Tree Dr Apt 111	BOYNTON BEACH	FL	33436	(561) 685-6041
Earthly Cleaning LLC	8961 Lawrence Rd.	BOYNTON BEACH	FL	33436	(561) 502-7438
Suze Cleaning Services LLC	9673 63rd Trail S	BOYNTON BEACH	FL	33437	(561) 809-1575
Gems Professional Cleaning Services LLC	1675 55th Ave Circle East	BRADENTON	FL	34203	(941) 242-3042
LIMPATUDO BR LLC	1680 55th Avenue Circle East	BRADENTON	FL	34203	(941) 201-7758
Arimely 8398 Cleaning LLC	5803 19th St W	BRADENTON	FL	34207	(941) 899-3237
Terry's Touch Cleaning LLC	3614 62nd Street West	Bradenton	FL	34209	(941) 705-0199
JRC CLEANING SOLUTIONS LLC	1301 Rustling Oaks Dr	BRANDON	FL	33510	(813) 516-4322
CDA ENTERPRISES LLC	606 Limona Road	Brandon	FL	33510	(813) 781-6671
Rodriguez & Lucas Cleaning Service LLC	2712 Brian Manor Dr	BRANDON	FL	33511	(502) 876-2023
O & M Professional Cleaning LLC	415 Providence Rd	BRANDON	FL	33511	(229) 393-7397
Eco Sparkle Cleaning Services, Inc	312 Twisted Oak Drive	CANTONMENT	FL	32533	(850) 418-0106
Henry Johnson & Sons, LLC	172 Booker Lane	CANTONMENT	FL	32533	(850) 375-0785
Legend's Professional Cleaning Services, LLC	2478 Redford Drive	CANTONMENT	FL	32533	(850) 377-4072

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
D.O.N.E. Cleaning Services, LLC	2314 Tall Oak Drive	CANTONMENT	FL	32533	(850) 418-7615
KB Cleaning Services, LLC	2502 Jeter Rd	CANTONMENT	FL	32533	(850) 549-7114
TRISTCAROL LLC	2628 NE 7th Ave	CAPE CORAL	FL	33909	(239) 699-4072
D & Y Cleaning Team LLC	328 Tropicana Pkwy E.	CAPE CORAL	FL	33909	(239) 529-7248
Tracibel Cleaning LLC	3716 NE 14th Pl	CAPE CORAL	FL	33909	(801) 719-4546
SWF PRO CLEANING SERVICES LLC	1713 SW 33rd St.	CAPE CORAL	FL	33914	(786) 862-5192
Albarosa Rogue dba AR Cleaning Services	3043 SW 23rd Pl.	CAPE CORAL	FL	33914	(239) 990-4513
Maggie Commercial Cleaning LLC	3006 SW 2nd Avenue	CAPE CORAL	FL	33914	(239) 895-4628
For Fresh Cleaning Company LLC	625 SE Van Loon Terrace	CAPE CORAL	FL	33990	(239) 440-4270
Special Touchz Inc	125 SE 23rd Terrace	CAPE CORAL	FL	33990	(239) 565-3393
Garcia Cabrales Cleaning Corp.	502 SW 15th Terrace	CAPE CORAL	FL	33991	(239) 233-3160
SE Professional Cleaning LLC	2129 Trafalgar Pkwy	CAPE CORAL	FL	33991	(305) 590-7398
Tyde-Bright Cleaning LLC	224 SW 22nd Street	CAPE CORAL	FL	33991	(786) 259-4272
LE & DY 15 Corp	1900 SW 3rd St.	CAPE CORAL	FL	33991	(786) 339-2841
Fabulous & Luxurious Cleaning LLC	1100 NW 15th Terrace	CAPE CORAL	FL	33993	(239) 257-9772
Cleaning Pro Max LLC	228 NW 4th Ave	CAPE CORAL	FL	33993	(602) 359-6576
Mr.MikeCleaning LLC	2819 NW 4th Place	CAPE CORAL	FL	33993	(786) 383-8495
HREC Commercial Cleaning LLC	1216 Santa Barbara Blvd N.	CAPE CORAL	FL	33993	(239) 440-7441
Orquidea's Cleaning Service LLC	927 Santa Barbara Blvd N	CAPE CORAL	FL	33993	(239) 288-8654
VAGA Janitorial Services c/o Victor Gutierrez	499 Rocky Brook Court	CASSELBERRY	FL	32707	(407) 756-4944
Pro Clean Properties Inc.	2384 Willow Drop Way	Chuluota	FL	32766	(321) 279-3954
Zbignuew Koleczek	2585 Countryside Blvd.	CLEARWATER	FL	33761	(813) 814-0089
Yireh Excellent Cleaning Services Corp	2567 Oak Trail No.	CLEARWATER	FL	33764	(727) 614-2250
Rainbow River of Florida LLC	2136 Grove Place	CLEARWATER	FL	33764	(727) 281-0100
NRS Cleaning LLC	1043 Princeton Drive	CLERMONT	FL	34711	(917) 346-7572
Pristine Cleaning Group LLC	16009 Champlain St.	CLERMONT	FL	34714	(352) 436-5010
Divine Cleaning of Florida LLC	2343 NW 34th Way	COCONUT CREEK	FL	33066	(954) 501-5428
KLEANMORE SERVICES LLC	1101 NW 40th Ave	COCONUT CREEK	FL	33066	(201) 320-4146
WOW CLEANING COMMERCIAL SERVICES LLC	2343 NW 34th Way	COCONUT CREEK	FL	33066	(954) 588-0690
Hebert Enterprises Corp	2625 Solano Avenue # 103	COOPER CITY	FL	33024	(954) 839-0319
Herinet Corp	11446 Royal Palm Blvd	CORAL SPRINGS	FL	33065	(954) 588-2543
Celio Rodrigues Da Costa	11732 Royal Palm Blvd.	CORAL SPRINGS	FL	33065	(954) 575-6103
Premium Beverage Services and Wholesalers, LLC	1326 NW 113 Terrace	CORAL SPRINGS	FL	33071	(954) 829-4795
Cleaning Revolution GA LLC	11721 W Atlantic Blvd Apt 21	CORAL SPRINGS	FL	33071	(281) 846-9152
AVG Cleaning LLC	315 Lakeview Dr.	CORAL SPRINGS	FL	33071	(954) 225-9093
G & V Expert Team LLC	555 Lakeview Drive # 315	CORAL SPRINGS	FL	33071	(954) 865-4967
Fiamarex Corp	1613 NW 102nd Way	CORAL SPRINGS	FL	33071	(954) 610-3966
Colonial Building Maintenance, LLC	125 W 1st Ave APT# 24	CRESTVIEW	FL	32536	(850) 217-6128
Abraham Professional Cleaning Service, LLC	5136 Lake Drive S	CRESTVIEW	FL	32539	(786) 616-4242
Jet Works Clean LLC	11499 SW 185th Street	CUTLER RIDGE	FL	33157	(786) 253-0006
Cuba Pelusa Cleaning LLC	9950 Montego Bay Drive	CUTLER RIDGE	FL	33189	(305) 748-5910
Tiges Supreme Cleaning Service LLC	38497 Honeysuckle Dr	DADE CITY	FL	33525	(334) 547-5766
VRA Professional Cleaning LLC	634 Preserve Pointe Blvd	DAVENPORT	FL	33837	(352) 809-9448
C&L Property Services	2053 Lake Side Avenue	DAVENPORT	FL	33837	(863) 256-9573
Luis A. Reyes Rivera	5642 Loma Vista Ct.	DAVENPORT	FL	33896	(407) 414-8353

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Cruz Control Cleaning LLC	244 Bella Verano Way	DAVENPORT	FL	33897	(352) 665-2015
Pro Executive Cleaners Inc	11034 SW16th Mnr	DAVIE	FL	33324	(786) 624-7187
A Plus Cleaning of Broward, Inc.	12275 Vaquero Trails Dr	DAVIE	FL	33325	(954) 615-8630
Dirt Busterss LLC	13900 Oak Ridge Dr	DAVIE	FL	33325	(954) 588-6643
J.C.B.R. SERVICES INC	1597 Derbyshire Rd	DAYTONA BEACH	FL	32117	(386) 872-1096
Elizabeth R. Noble	880 Spring Circle Apt. 102	DEERFIELD BEACH	FL	33441	(954) 579-5708
Ntegrity Cleaning Care LLC	777 Rich Dr #203	DEERFIELD BEACH	FL	33441	(630) 362-2982
God's Choice Cleaning LLC	1320 SW 11th Ave Apt 2	DEERFIELD BEACH	FL	33441	(954) 708-3052
Alpha 1 Cleaning and Management Services LLC	605 Jefferson Dr Unit 114	DEERFIELD BEACH	FL	33442	(561) 287-1271
Zely Souza	4363 SW 10th PL Apt. 203	DEERFIELD BEACH	FL	33442	(754) 368-1537
M & E Cleaning	132 Los Arbor Drive	DELAND	FL	32724	(386) 848-4556
Z&A COMMERCIAL RESIDENTIAL CLEANING SERVI	230 SE 10th St 105B	DELRAY BEACH	FL	33483	(561) 764-8989
ABZ Superior Services Corp	16416 Melon Way	DELRAY BEACH	FL	33484	(561) 674-3667
Cladds Professional Services LLC	147 Piedmont	DELRAY BEACH	FL	33484	(954) 643-0430
Jiminy Clean LLC	1178 Azora Drive	DELTONA	FL	32725	(407) 467-2761
LB Professional Services LLC	2153 N Normandy Blvd	DELTONA	FL	32725	(407) 340-8475
General Complete Service, LLC	2976 Estill Street	Deltona	FL	32738	(407) 592-6634
J & L Janitorial Service	1751 Catalina Boulevard	DELTONA	FL	32738	(407) 952-6352
AMA LEGACY ENTERPRISES LLC	8031 Lake Drive	Doral	FL	33166	(971) 222-6895
Gator Bay Janitorial LLC	6008 36th Ct E	ELLENTON	FL	34222	(727) 742-5626
Ultra Commercial Cleaning Services LLC	4706 Halls Mill Crossing	ELLENTON	FL	34222	(941) 447-8262
Joly Janitorial Services LLC	P.O. Box 994	EUSTIS	FL	32727	(352) 321-0386
Chacon Chang Cleaning Services LLC	3030 NW 68th Street #201	FORT LAUDERDALE	FL	33309	(954) 258-2551
AMS Majestic Cleaning LLC	1309 NW 31st Way	FORT LAUDERDALE	FL	33311	(954) 916-7135
King Solomon's Cleaning LLC	1761 NW 27th Terr	FORT LAUDERDALE	FL	33311	(786) 339-5392
Faithworks Pressure Cleaning And Auto Detailing LLC	727 NW 19th St.	FORT LAUDERDALE	FL	33311	(954) 701-7411
AAR SOLUTIONS LLC	800 SW 22nd Avenue	FORT LAUDERDALE	FL	33312	(954) 756-5507
Alain Leon Ricardo dba Roma Cleaners	4821 SW 12th CT	FORT LAUDERDALE	FL	33317	(786) 521-1941
JP Janitorial Services Inc	4801 NW 34th St. Apt 603	FORT LAUDERDALE	FL	33319	(954) 380-1317
Green Cleaning Solutions & Remediation Services LLC	5164 NE 4th Terrace	FORT LAUDERDALE	FL	33334	(954) 465-0138
Read Cleaning Inc.	2322 Willard Street	FORT MYERS	FL	33901	(239) 745-9942
Wonderful World Cleaning LLC	4554 Seminole St.	FORT MYERS	FL	33905	(239) 841-2717
LN Natural Cleaning Service LLC	227 Avacado Ct	FORT MYERS	FL	33905	(239) 707-1104
Southwest Classic Cleaning Service LLC	P.O. Box 61296	Fort Myers	FL	33906	(239) 458-7807
Empire Of The Pharaoh Corp.	5632 6th Ave	FORT MYERS	FL	33907	(239) 321-2822
Two Angel Cleaning LLC	726 Fargo Drive	FORT MYERS	FL	33913	(786) 356-0060
Mary Ann Hallock	458 Buffalo Way	Fort Myers	FL	33917	(239) 810-6003
Julia Oquendo	6340 Brant Bay Blvd #103	FORT MYERS	FL	33917	(239) 231-0402
Sur Cleaning Services, Inc.	1647 S Fountainhead Rd.	FORT MYERS	FL	33919	(239) 333-5584
AL & M Commercial Cleaning Services, LLC	1806 S. 27th St	FORT PIERCE	FL	34947	(772) 333-6272
Beky's Cleaning LLC	304 Deerwood Lane	FORT PIERCE	FL	34947	(772) 353-8528
Savages Detailing and Cleaning Services LLC	2005 Avenue O	FORT PIERCE	FL	34950	(772) 618-5568
Guevmar Cleaning LLC	618 Gap Creek Drive	FORT WALTON BEACH	FL	32547	(850) 812-2735
Kia's Kleaning	104 SE 13th Lane	Gainesville	FL	32601	(352) 339-5536
A&AF Magic Hands and Cleaning Services LLC	2801 NW 23rd Blvd. Apt. C19	GAINESVILLE	FL	32605	(352) 562-9818

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Cesar's Cleaning Service	4939 NW 20th Drive	GAINESVILLE	FL	32605	(352) 870-0425
Guillermo Araujo, Inc.	2052 NW 50th Place	GAINESVILLE	FL	32605	(352) 371-2886
Familia Alvarado	4946 NW 20th Terrace	Gainesville	FL	32605	(352) 514-9481
MU Total Services LLC	5431 NW 33rd Place	GAINESVILLE	FL	32606	(352) 888-1647
ULTRA EXCEPTIONAL CLEANING LLC	7511 NW 40th Ave	GAINESVILLE	FL	32606	(352) 316-1944
G PATRICIA'S CLEANING LLC	10008 NW 22nd Road	Gainesville	FL	32606	(352) 727-8313
ViFer Cleaning Company	205 SW 75th Street	GAINESVILLE	FL	32607	(352) 246-6601
Molrod Cleaning	3741 SW 17th Place	GAINESVILLE	FL	32607	(352) 870-7408
K&A QUALITY CLEANING LLC	2625 SW 75th Street	GAINESVILLE	FL	32608	(352) 872-2770
Vene Clean	9929 SW 84th Avenue	Gainesville	FL	32608	(352) 575-4114
GATOR CLEANING & JANITORIAL LLC	3031 NE 14th St	GAINESVILLE	FL	32609	(352) 658-5120
GARVIN PROFESSIONAL CLEANING LLC	7745 NW 20th Way	GAINESVILLE	FL	32609	(352) 682-3496
GATOR DUST BUSTERS LLC	PO Box 143172	GAINESVILLE	FL	32614	(352) 441-6370
Sara Paris	6709 Stonecreek Street	GREENACRES	FL	33413	(561) 242-9910
A.V.C. Cleaning Services, LLC	337 Island Shore Drive	GREENACRES	FL	33413	(561) 275-4885
Almany Company LLC	209 Foxtail Drive Apt B1	GREENACRES	FL	33415	(561) 800-5179
Alpha Green Cleaners, LLC	416 - 4th Lane	GREENACRES	FL	33463	(561) 729-4696
Active Clean LLC	3676 S. 57th Avenue	GREENACRES	FL	33463	(561) 720-3003
W G T M FAMILY COMPANY LLC	6604 Dockside Cir	GREENACRES	FL	33463	(561) 993-0881
Roman Cleaning Services LLC	2231 Nighthawk Drive	HAINES CITY	FL	33844	(863) 458-2400
PG Cleaning Services, Inc.	2117 Lemon Street	HAINES CITY	FL	33844	(863) 521-3052
V&L Royal Service Corporation	125 SW 4 Ave	Hallandale	FL	33009	(954) 458-5563
Roche Family Services LLC	341 E 9th St. Apt. 102	HIALEAH	FL	33010	(786) 387-3880
YPINA Business, Inc	642 W 37th ST.	HIALEAH	FL	33012	(786) 597-8601
Chougarcia Cleaning System Corp	1475 W 46th St APT 516 B	HIALEAH	FL	33012	(954) 743-8487
KAI CLEANER SERVICES LLC	1725 W 60 St. Apt F201	HIALEAH	FL	33012	(786) 556-2650
Riveros Cleaning Service LLC	1225 W 35th Street	HIALEAH	FL	33012	(786) 585-5597
L & H Cleaning Services LLc	1870 E 6th Ave	HIALEAH	FL	33013	(786) 704-1700
Amanecer Corp	268 East 37th St.	HIALEAH	FL	33013	(786) 484-3137
EF SIMPLY PROFESSIONAL CORP	321 E. 52nd Street	HIALEAH	FL	33013	(786) 458-5409
LAFFITA CLEANING SERVICES LLC	454 E 45th Street	HIALEAH	FL	33013	(281) 662-6719
ADONAI CLEANING SERVICES LLC	19721 NW 84th Avenue	HIALEAH	FL	33015	(786) 657-4049
DAZA CLEANING SERVICE CORP	2750 W 76th St APT 101	HIALEAH	FL	33016	(786) 521-6921
A TOUCH OF PRECISION LLC	PO BOX 1262	HOBE SOUND	FL	33475	(772) 324-0362
Arlyn Services Star Corp.	1925 Monroe Street	HOLLYWOOD	FL	33020	(754) 816-0957
M & W CARBALLOSA, INC	5110 Harrison St.	HOLLYWOOD	FL	33021	(786) 314-2463
Bright Look Cleaning LLC	3501 Jackson Street	HOLLYWOOD	FL	33021	(786) 738-2885
Pedro Anchante	601 N 63rd Ave	HOLLYWOOD	FL	33024	(954) 549-8369
Sparklin Maids LLC	6830 Cody Street	HOLLYWOOD	FL	33024	(305) 803-7165
Limpieza De Oficinas Inc	13445 SW 263 Terr.	HOMESTEAD	FL	33032	(786) 908-3566
L & N Cleaning Group Corp	23931 SW 117th Ct	HOMESTEAD	FL	33032	(786) 253-0541
Tanilan Services Inc	25118 SW 107 Ave	HOMESTEAD	FL	33032	(305) 450-4511
Finest Cleaning Services, Inc.	12785 SW 256th Terrace	Homestead	FL	33032	(305) 546-4356
Steel Cleaning Services Corp.	4187 NE 11 ST	HOMESTEAD	FL	33033	(786) 439-6534
Multipro Cleaning Services Corp	28501 SW 152nd Ave Lot 83	HOMESTEAD	FL	33033	(305) 244-2557

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
PERFECTEAM CLEANING SERVICES LLC	4183 NE 11th St	HOMESTEAD	FL	33033	(305) 340-8020
Costa South Cleaning LLC	29225 SW 144th Ct.	HOMESTEAD	FL	33033	(786) 305-9797
Bello Commercial Services, LLC	13642 Arden Dr.	HUDSON	FL	34667	(727) 277-5763
Ismael Roman	157 Yacht Club Way	HYPOLUXO	FL	33462	(561) 843-3822
YCM CLEANING LLC	8007 Ambach Way	HYPOLUXO	FL	33462	(561) 718-9246
A Nice Day Cleaning Service LLC	PO Box 2411	JACKSONVILLE	FL	32203	(904) 885-8115
Super Cleaning	5625 Sheri Lane	JACKSONVILLE	FL	32207	(904) 465-6627
Hilton's Cleaning Service LLC	2306 Second Avenue	JACKSONVILLE	FL	32208	(904) 486-0351
SPOTLESS PRIDE SERVICES LLC	6854 Cartier Circle	JACKSONVILLE	FL	32208	(904) 365-3435
G&J Cleaning Service, Inc.	8027 Ramsgate Road	Jacksonville	FL	32208	(904) 487-6367
BERILLAS CLEANING SERVICES LLC	2076 Morehouse Rd	JACKSONVILLE	FL	32209	(904) 861-7779
H&M Cleaning Service and Enterprise of Florida, Inc	1416 Manotak Avenue	Jacksonville	FL	32210	(904) 234-9069
Ovakleen Cleaning Service	7033 Mayapple Rd	JACKSONVILLE	FL	32211	(904) 294-7473
PERRY'S CLEANERS LLC	7130 Bowden Rd	JACKSONVILLE	FL	32216	(904) 208-0455
DELIVERING SOLUTIONS LLC	1207 Squirrel Lane North	JACKSONVILLE	FL	32218	(904) 314-6786
Inez Cleaning LLC	3461 Natalie Dr South	JACKSONVILLE	FL	32218	(904) 716-3767
Nylah Cleaning Services LLC	9801 Trout Tide Blvd	JACKSONVILLE	FL	32219	(470) 457-3606
BYNES CLEANING SERVICES	1318 Sinclair Ln	JACKSONVILLE	FL	32221	(904) 945-4570
Walk-West Cleaning Services	10274 Hamlet Glen Drive	JACKSONVILLE	FL	32221	(904) 962-7195
YOUNG COMMERCIAL ENTERPRISES, LLC	6654 Autumn Bluff Ln	JACKSONVILLE	FL	32222	(904) 338-1112
PTY SERVICES LLC	3708 Golden Reeds Ln	JACKSONVILLE	FL	32224	(904) 382-0614
All Bright of JAX, Inc	11555 Central Parkway	JACKSONVILLE	FL	32224	(904) 233-6368
K&ROSES CLEANING SERVICES LLC	3332 Yucatan Place	JACKSONVILLE	FL	32225	(904) 624-8969
PTY LADIES 507 CLEANING SERVICE LLC	4339 Gate Lane	JACKSONVILLE	FL	32226	(904) 888-3878
Finish Touch Janitorial Services LLC	PO Box 15104	JACKSONVILLE	FL	32239	(904) 885-6755
Mendi United Services Solution	8330 Quail Run Drive	JACKSONVILLE	FL	32244	(904) 378-6027
Finishing Touch Cleaning Services Inc.	7303 Ortega Hills Drive	Jacksonville	FL	32244	(904) 566-8878
Precision Commercial Service LLC	1955 Sunrise Dr	JACKSONVILLE	FL	32246	(551) 263-5701
JUPITER REMODELING PLUS CORP	9760 Jupiter Court S	JACKSONVILLE	FL	32246	(904) 554-0529
RIGGINS CLEANING SERVICE LLC	3150 W 16th Street	JACKSONVILLE	FL	32254	(904) 418-3048
Richelles Coverall's Cleaning LLC	9748 Kevin Rd	JACKSONVILLE	FL	32257	(904) 416-4051
Ninas Cleaning Service	12280 Autumnbrook Trail W.	Jacksonville	FL	32258	(904) 755-4880
K&H COMMERCIAL CLEANING LLC	497 Walnut Dr	JACKSONVILLE	FL	32259	(717) 317-7808
ROWLAND CLEANING SERVICES LLC	2955 Fruitwood Ln	JACKSONVILLE	FL	32277	(904) 487-9167
DF Chicas Cleaning Inc	3339 Linda Dr	JENSEN BEACH	FL	34957	(772) 206-5379
Fred Cleaning Inc	13441 SW 62nd St # 1	KENDALL	FL	33183	(305) 244-3758
H&L Cleaning Service Specialist LLC	1235 Welson Rd	KISSIMMEE	FL	32837	(561) 524-6934
GEO Cleaning LLC	4187 Corsair Ave	KISSIMMEE	FL	34741	(407) 301-8020
The World of Shopping LLC	2203 Key West Court, Apt# 414	KISSIMMEE	FL	34741	(407) 592-7376
W&G Cleaning Service Specialist LLC	11305 Isle of Waterbridge	KISSIMMEE	FL	34741	(407) 785-8535
Pierre Louis Julien	140 Merida Drive	KISSIMMEE	FL	34743	(407) 394-0185
Jorge J. Rivera (George)	190 Hidden Springs Circle	Kissimmee	FL	34743	(321) 231-1608
Siclean, Inc.	132 Tuxpan Lane	KISSIMMEE	FL	34743	(407) 694-8876
Glad Waters Corp	997 Marisa Ln	KISSIMMEE	FL	34744	(917) 330-9452
RCP USA Services Corp	176 Owenshire Circle	KISSIMMEE	FL	34744	(407) 738-5809

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Mari N Liz Cleaning Services LLC	1787 Blissful Drive	KISSIMMEE	FL	34744	(321) 594-1909
G&G 7 Multiservices LLC	3535 Boggy Creek Road	KISSIMMEE	FL	34744	(732) 927-0430
BHT Cleaning Concepts Inc	2925 Colleen Circle	Kissimmee	FL	34744	(321) 437-4591
Queens Cleaning Services LLC	674 Eagle Pointe S	KISSIMMEE	FL	34746	(631) 223-6634
Imperial Janitorial Services LLC	1827 Coriander Drive	KISSIMMEE	FL	34759	(863) 521-7696
Lesley Sparkly Cleaning Service LLC	610 Caribou Court	KISSIMMEE	FL	34759	(347) 220-9556
Rafayna Cleaning Services LLC	818 Tomlinson Terrace	LAKE MARY	FL	32746	(407) 613-4877
Laprisee Williams and Victor Benjamin	520 Pickfair Terrace	LAKE MARY	FL	32746	(407) 492-6765
Sparkman Services LLC	1716 2nd Avenue North #3	LAKE WORTH	FL	33460	(561) 293-9373
Shiny World Services, Inc.	4363 Violet Circle	LAKE WORTH	FL	33461	(561) 667-8021
Son's Cleaning Corp	4097 Gardenia Ave	LAKE WORTH	FL	33461	(561) 584-2156
Gablis Service's , LLC	220 Henthorne Drive	LAKE WORTH	FL	33461	(561) 907-0761
Patricia Cruz	5632 Priscilla Lane	LAKE WORTH	FL	33463	(561) 345-8088
LC & VH Investments LLC	4491 Luxemburg Court	LAKE WORTH	FL	33467	(561) 756-4848
Pierre's Professional Cleaning Services LLC	7948 Audrey Court	LAKE WORTH	FL	33467	(561) 995-3657
Johnson Lee, LLC	6790 Hatteras Drive	LAKE WORTH	FL	33467	(202) 903-1173
Palm Clean Services, Inc	4467 Danielson Dr.	LAKE WORTH	FL	33467	(561) 714-6034
E & M Professional Cleaning LLC	1823 Sanchez Avenue	LAKELAND	FL	33801	(863) 274-0174
YTD Professional Cleaning LLC	2216 Buttercup Court	LAKELAND	FL	33801	(786) 391-9007
Uliser Professional Cleaning LLC	940 Lowry Ave	LAKELAND	FL	33801	(863) 617-5047
Clean Sweep Professional Cleaning LLC	3694 Hampton Hills Drive	LAKELAND	FL	33801	(813) 412-9060
Florida GST Enterprizes, Inc.	1412 E Lemon St	LAKELAND	FL	33801	(863) 816-3969
MGY Professional Cleaning LLC	205 Hunter Street	LAKELAND	FL	33803	(863) 837-7283
Shine Bright Cleaning Service, LLC	P. O. Box 91504	LAKELAND	FL	33804	(863) 274-0102
Olga Jaramillo	PO Box 93185	LAKELAND	FL	33804	(813) 569-9326
R & R Xpress LLC	2187 Geneva Drive	LAKELAND	FL	33805	(863) 393-8441
DNM Service Needs LLC	1659 Fruitwood Drive	LAKELAND	FL	33805	(813) 900-0131
Landy Commercial Cleaning, Inc	1404 Alameda Dr. N	LAKELAND	FL	33805	(863) 808-8819
Motherly Touch Cleaning Services LLC	247 Padgett Place South	LAKELAND	FL	33809	(863) 640-4489
Team Harrison Cleaning LLC	1820 Cambridge Cove	LAKELAND	FL	33810	(863) 210-3236
Sherell Williams	3807 Rolling Ford Circle	LAKELAND	FL	33810	(863) 589-3720
J.W.U Cleaning Services, LLC	4022 Grove Place	LAKELAND	FL	33810	(863) 521-0456
Quintana Professional Cleaning LLC	2207 Ivey Lane	LAKELAND	FL	33815	(305) 930-5020
Clean Haven Professional Cleaning LLC	4751 Emprise Way	LAND O LAKES	FL	34638	(813) 850-3245
Sturkey's Cleaning Services LLC	15835 Cedar Elm Terrace	LAND O LAKES	FL	34638	(813) 270-1581
KAORII CLEANING SERVICES LLC	2995 Torrey Pine Lane	LANTANA	FL	33462	(561) 774-6777
JEM Cleaning INC	1831 Patlin Cir N	LARGO	FL	33770	(615) 691-2000
Sisi Cleaning Inc	11113 102nd Lane	LARGO	FL	33773	(786) 317-0876
Eamee's Magic Cleaning LLC	3413 NW 44 St Apt 103	LAUDERDALE LAKES	FL	33309	(754) 244-3697
THE BAM FAMILY CLEANING LLC	3479 NW 13 Street	LAUDERHILL	FL	33311	(786) 300-9116
HANDS OF WONDERS LLC	3531 Inverrary Dr. Apt 308H	LAUDERHILL	FL	33319	(407) 340-1734
Serenity Nights Cleaning Services LLC	2591 Summer Star Way	LEESBURG	FL	34748	(321) 594-0019
New Sunshine Cleaning Corp.	5011 Lee Circle N	LEHIGH ACRES	FL	33971	(239) 745-2097
LINNET.DAG ENTERPRISE LLC	3110 35th St W	LEHIGH ACRES	FL	33971	(239) 772-1964
Yola's Cleaning Services, LLC	2629 Sunniland Blvd	LEHIGH ACRES	FL	33971	(786) 803-9089

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
L & C Kidd Cleaning LLC	3201 6th Street W.	LEHIGH ACRES	FL	33971	(239) 834-3803
Professional Cleaning SWFL LLC	3902 20th St. W	LEHIGH ACRES	FL	33971	(239) 200-9425
KenDo Cleaning Services LLC	11042 River Trent Ct.	LEHIGH ACRES	FL	33971	(786) 795-1950
Caribbean Commercial Cleaning	3718 7th Street West	LEHIGH ACRES	FL	33971	(239) 645-7026
Yaima Cleaning Services, Inc.	4809 6th St West	LEHIGH ACRES	FL	33971	(239) 634-1852
GCLS Cleaning Incorporated	1120 Moore Ave	LEHIGH ACRES	FL	33972	(239) 672-5370
Omega Commercial Cleaning Services, LLC	1108 N Cleveland Ave	LEHIGH ACRES	FL	33972	(239) 940-1081
Full Cleaning FL Corp	608 Tarapin Ave	LEHIGH ACRES	FL	33974	(201) 952-3844
M&R Cleaning Masters	823 Bently St E	LEHIGH ACRES	FL	33974	(239) 244-6894
E & W Cleaning Services, Inc.	737 Carbon Street E	LEHIGH ACRES	FL	33974	(347) 525-3300
Kribis N Corner Cleaning Services, LLC	656 Chattman Street E	LEHIGH ACRES	FL	33974	(239) 938-4916
GJ's Professional Cleaning LLC	4117 4th St SW	LEHIGH ACRES	FL	33976	(239) 989-4229
Mercicleaning Services Inc	4007 11th St SW	LEHIGH ACRES	FL	33976	(239) 878-7510
Barahona Cleaning LLC	2912 33rd St. SW	LEHIGH ACRES	FL	33976	(239) 321-3104
Paradise Touch Cleaning Services, LLC	3213 9th Street SW	LEHIGH ACRES	FL	33976	(239) 333-7163
GAMASU SERVICE, LLC	15199 Gold Spar Ct.	LOXAHATCHEE	FL	33470	(561) 860-5489
JPS Commercial Cleaning Corp	19539 Broad Shore Walk	LOXAHATCHEE	FL	33470	(561) 929-7471
BLY PRESTIGE CLEANING LLC	7453 Hall Blvd	LOXAHATCHEE	FL	33470	(786) 759-5014
Palomino Cleaning, LLC	19131 Cherry Rose Cr.	LUTZ	FL	33558	(813) 749-0042
Be Well Commercial Cleaning LLC	PO Box 941112	MAITLAND	FL	32794	(321) 474-1515
GOODCLEANERS GA LLC	1605 NW 80th Ave Unit 1 Bldg 24	MARGATE	FL	33063	(346) 216-7173
RICHARDS SOLUTION LLC	6193 Mohawk Terr	MARGATE	FL	33063	(201) 688-5330
Francine's Fabulous Cleaning Services LLC	911 Grainger St SE	MELBOURNE	FL	32910	(224) 650-1403
Bizzy BZ Cleaning Services LLC	4501 NW 171 Terr	MIAMI	FL	33055	(305) 330-0067
Bernal Master Cleaning LLC	1229 NW 6th St. #5	MIAMI	FL	33125	(786) 306-1402
DUQUES COMPANY INC	4700 NW 3rd Street	MIAMI	FL	33126	(786) 301-4435
CELINE'S CLEANING CORP	5201 NW 7 Street # 317	MIAMI	FL	33126	(786) 585-5281
Four Seasons Cleaners Inc	5599 NW 5th Street	MIAMI	FL	33126	(305) 748-1383
Real Empire Services LLC	1137 NW 5th St	MIAMI	FL	33128	(786) 354-6422
Anays Cleaning Services Limited Liability Company	955 SW 2nd Avenue #1105	MIAMI	FL	33130	(786) 354-3127
Manzana Cleaning LLC	2185 SW 25th Terrace	MIAMI	FL	33133	(786) 991-4999
Someyda Barillas dba Barillas Services	1360 NW 46th Street	MIAMI	FL	33142	(786) 273-6120
Saiz Cleaning Services, LLC	7747 SW 86 Street	MIAMI	FL	33143	(786) 768-4058
Tamarindo Cleaning Services Corp	7221 SW 7th St	MIAMI	FL	33144	(551) 208-5936
Loisa Cleaning Corp	421 SW 77th Ave	MIAMI	FL	33144	(201) 657-2050
Osly Cleaning Rescue LLC	1510 SW 22nd Ave	MIAMI	FL	33145	(305) 926-9251
Arcaya Cleaning Services LLC	8400 NW 25th Ave	MIAMI	FL	33147	(786) 296-4610
A & B Cleanup Service Commercial Cleaning LLC	6920 NW 3rd Ave	MIAMI	FL	33150	(561) 303-8845
MABA&ALCIDES LLC	7430 SW 22ND ST	MIAMI	FL	33155	(786) 538-2577
ELAN CLEANING CORP	6630 SW 43rd St	MIAMI	FL	33155	(786) 490-3779
CAMPOS M INC	15711 SW 102 Ave	MIAMI	FL	33157	(305) 632-5686
BBO Cleaning Services Corp.	10830 SW 170 TERR	MIAMI	FL	33157	(786) 382-9999
YYHV LLC	5300 SW 114th Ct.	MIAMI	FL	33165	(786) 608-2791
BRILANTE LIMITED LIABILITY COMPANY	4250 NW 79th Avenue #1A	MIAMI	FL	33166	(305) 590-7004
Carol General Inc	12595 NW 27th Ave	MIAMI	FL	33167	(786) 712-9407

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
ROBE CLEANING SERVICES LLC	12805 NW 27th Avenue	MIAMI	FL	33167	(786) 682-9053
MMC CLEANING SERVICE, LLC	19950 SW 216th Street	MIAMI	FL	33170	(305) 812-4184
Blessed Cleaning Solutions LLC	1022 NW 87th Ave Apt 206	MIAMI	FL	33172	(305) 934-7812
Betty Perfect Cleaner Corp.	6970 SW 87 Ave - Apt #104	MIAMI	FL	33173	(786) 582-7864
Lezcano's 5 Cleaners LLC	9337 SW 5th Ln	MIAMI	FL	33174	(786) 484-8305
L. P Cleaning 4 You LLC	11105 SW 5th Street	MIAMI	FL	33174	(786) 343-2264
Quick Eagle Cleaning LLC	8866 W Flagler St. Apt #101	MIAMI	FL	33174	(305) 305-7995
Wall Cleaning Services Corp.	11960 SW 18th Terrace	MIAMI	FL	33175	(786) 227-3776
ABEQUESOTOLLC	13848 SW 153rd Ter	MIAMI	FL	33177	(786) 804-8151
LM Shine Services LLC	21300 San Simeon Way - Apt# 04	MIAMI	FL	33179	(305) 781-7707
CANGE LOGISTIC, LLC	19790 W. Dixie Hwy	MIAMI	FL	33180	(305) 873-4574
OMEGACLEAN SOLUTIONS LLC	12616 NW 7th Lane	MIAMI	FL	33182	(702) 673-0161
KW CASTELLUM LLC	12616 NW 7th Lane	MIAMI	FL	33182	(702) 764-7109
L.E. Professional Corp	755 NW 135th Court	MIAMI	FL	33182	(786) 512-1679
MVA Star Cleaning Services LLC	1224 SW 138th PL	MIAMI	FL	33184	(305) 910-8896
Imperial Cleanse & Maintenance Services Corp.	13451 SW 2nd St	MIAMI	FL	33184	(305) 608-8705
DFL Courage Inc.	13451 SW 2nd St.	MIAMI	FL	33184	(786) 493-9063
Premier Cleaning Solutions 10, Corp.	11722 SW 142nd Place	MIAMI	FL	33186	(786) 678-8153
All Purpose Cleaning Solutions1, LLC	14543 SW 125 PL.	MIAMI	FL	33186	(305) 282-9988
NNNCM HEALTH CARE CORP	14500 SW 110 Street	MIAMI	FL	33186	(786) 523-4880
COS Cleaning Services LLC	9330 SW 220th Street	MIAMI	FL	33190	(786) 527-0734
Nesty Cleaning LLC	8671 SW 158th Pl	MIAMI	FL	33193	(786) 237-7840
Figueroa Cleaning Services, LLC	17073 SW 93 St	MIAMI	FL	33196	(786) 380-2581
Rosany Fernanda Lusquinhos Machado	1801 S. Treasure Dr.	Miami Beach	FL	33141	(786) 942-3508
DI CLEAN SERVICES LLC	4503 NW 203rd Ter	MIAMI GARDENS	FL	33055	(786) 227-7938
Clean By Pineda Corp	3370 NW 176th St	MIAMI GARDENS	FL	33056	(305) 316-0856
Diamond Shine USA Inc	3551 NW 202nd St.	MIAMI GARDENS	FL	33056	(786) 246-4711
Severe Janiitorial Services Inc	1511 NW 179th St	Miami Gardens	FL	33169	(305) 968-2180
Hazel Eyes Cleaning Services LLC	19110 NW 10th Place	Miami Gardens	FL	33169	(850) 778-6639
A4DABLE SERVICES, LLC	4491 Song Sparrow Dr	MIDDLEBURG	FL	32068	(904) 234-0541
KLC CLEANING SERVICES LLC	3200 Twilight Ct	MIDDLEBURG	FL	32068	(904) 760-2619
Dirt Hunters, LLC	6822 Chuckwagon Lane	MILTON	FL	32570	(850) 356-6551
Orde Herdandez dba Hernandez General Services	7844 Biltmore Blvd	MIRAMAR	FL	33023	(786) 357-9937
Tika Express Service LLC	2433 SW 99th Way	MIRAMAR	FL	33025	(754) 610-8870
Genesis Cleaning Solutions LLC	10314 SW 19th St	MIRAMAR	FL	33025	(954) 665-4714
Universal Space Cleaning Services LLC	7510 Shalimar St.	MIRAMAR	FL	33025	(786) 413-7551
SJE Holdings Corp.	8634 Long Acre Drive	MIRAMAR	FL	33025	(954) 699-4952
Ground Zero Commercial Cleaning LLC	3732 TigerEye Court	MULBERRY	FL	33860	(251) 222-0133
Heyvard & Trellis Haygood	2275 2nd St.	Mulberry	FL	33860	(863) 425-0436
XVYB Cleaning Services LLC	1314 Wildwood Lakes Blvd	NAPLES	FL	34104	(239) 285-7704
Stone Cleaning Services LLC	200 Turtle Lake Ct. #303	NAPLES	FL	34105	(917) 806-9125
Naples Commercial and Residential Cleaning Corp.	585 92nd Ave. N.	NAPLES	FL	34108	(239) 537-4833
ST2CLEAN LLC	5595 Jonquil Circle Apt 104	NAPLES	FL	34109	(239) 287-1238
Ramon Vivas LLC	172 Cypress E. Way	NAPLES	FL	34110	(305) 244-2679
Vivi's Cleaning Services Of Naples, Inc	8 Appletree LN	NAPLES	FL	34112	(239) 692-5343

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
R & S Professional Cleaning Services LLC	3739 Milano Lakes Circle Apt #304	NAPLES	FL	34114	(239) 595-2061
Great Cleaning Services, LLC	13699 Legacy Lane	NAPLES	FL	34114	(239) 537-0352
O & Y Sunshine Cleaning Company LLC	3048 54TH ST SW	NAPLES	FL	34116	(239) 682-5677
Betty Perez	4865 23 Ave SW	NAPLES	FL	34116	(239) 404-9058
Martha G. Hernandez dba Clean & Ready	2121 50th Street SW	NAPLES	FL	34116	(239) 431-1590
MG Commercial Cleaning, LLC	5311 18th Ave SW	NAPLES	FL	34116	(239) 784-5332
Sarjan's Cleaning LLC	4710 Whistler's Circle Apt 4	NAPLES	FL	34116	(239) 692-1734
Ifonia Romeus	5459 32nd Ave. SW	NAPLES	FL	34116	(239) 529-7648
Lexander Medina	1081 11th St. SW	NAPLES	FL	34117	(239) 384-0584
GESI CLEANING LLC	7925 Preserve Cir	NAPLES	FL	34119	(239) 778-3394
Dexy Cleaning LLC	4210 58th Ave NE	NAPLES	FL	34120	(239) 601-7951
Cleaning Services By Yilian, Inc	2381 18th Ave NE	NAPLES	FL	34120	(239) 269-7392
K & A Excellent Cleaning Inc	2985 31st Ave NE	NAPLES	FL	34120	(239) 601-7094
Mainor Cleaning Service Inc	3241 6th Ave NE	NAPLES	FL	34120	(786) 562-8561
SRAM Commercial Cleaning, LLC	7034 Lake Magnolia Dr	NEW PORT RICHEY	FL	34653	(727) 252-8922
HC (High Cleaning Standards) LLC	7038 Woodhall Ave	NEW PORT RICHEY	FL	34653	(727) 271-0429
Blesski, LLC	8706 Creedmoor Lane	NEW PORT RICHEY	FL	34654	(727) 303-8700
Clean Again, LLC	7541 Salamander Dr	NEW PORT RICHEY	FL	34655	(727) 505-9387
KJAB CLEANING LLC	684 NW 243rd Terr	NEWBERRY	FL	32669	(352) 745-4202
Solutions Cleaning Service, LLC	1812 Shay Lin Ct	NICEVILLE	FL	32578	(850) 470-5091
Rossana A Freitas	331 Sacramento St	North Fort Myers	FL	33903	(239) 878-1239
N & T 88, Corp.	15900 Jones Rd	NORTH FORT MYERS	FL	33917	(305) 794-1414
Ana Total Cleaning, Inc	1405 SW 74th Ave	NORTH LAUDERDALE	FL	33068	(954) 625-9537
Clive G Douglas	831 E.Palm Run Dr	NORTH LAUDERDALE	FL	33068	(954) 401-6768
DAISI & REGLA COMMERCIAL CLEANING SERVICES	595 NW 139th Terrace	NORTH MIAMI	FL	33168	(786) 380-9204
Lucky 9 Cleaning Company LLC	1498 NE 182nd St	NORTH MIAMI BEACH	FL	33162	(786) 262-7401
Mountain Power Cleaning LLC	1580 NE 154th Street	NORTH MIAMI BEACH	FL	33162	(615) 526-7337
North Port Cleaning LLC	2635 Vedado St	NORTH PORT	FL	34286	(941) 376-2301
Star Cleaning Group, Inc.	3721 Eldron Ave	North Port	FL	34286	(941) 249-0881
Topper B & M Cleaning Services Limited Liability Company	2738 Orchard Circle	NORTH PORT	FL	34288	(941) 237-1185
J & Y Services LLC	1200 Foliage Ct.	NORTH PORT	FL	34288	(239) 675-8575
Johnny Avery	572 NW 40th Court	OAKLAND PARK	FL	33309	(954) 288-5585
THIS AND THAT CLEANING SERVICE LLC	171 NE 51 Street	OAKLAND PARK	FL	33334	(954) 937-6008
WILSON'S COMMERCIAL CLEANING LLC	2130 NE 10th Street	OCALA	FL	34470	(347) 633-6754
Kalex Cleaning Services LLC	2612 NE 3rd Avenue	Ocala	FL	34470	(305) 216-1176
Mikes Cleaning Service	2701 NE Tenth St	OCALA	FL	34470	(352) 286-7915
Lurie Enterprises LLC	1850 SE 18th Avenue Apt 1505	OCALA	FL	34471	(352) 547-0602
NC-CLEANING SERVICES LLC	1532 SE 25th St	OCALA	FL	34471	(787) 477-2625
C & C Janitorial Services	37 Hickory Track Way	OCALA	FL	34472	(352) 533-1248
TREISA SOFT-TOUCH CLEANING SERVICES, LLC	7059 Hemlock Road	OCALA	FL	34472	(352) 581-0309
C&S PRO CLEAN LLC	Eight Locust Trak	OCALA	FL	34472	(304) 741-1617
La Pinarena Cleaning Services LLC	6893 SW 128th Street Road	OCALA	FL	34473	(786) 231-9074
Intrinsic Cleaning LLC	4351 SW 132nd Place	OCALA	FL	34473	(347) 935-5861
I & J CLEANING 4 U	14931 SW 46th Circle	OCALA	FL	34473	(917) 500-7492
GR PRIORITY SERVICES LLC	6043 SW 155th Street Road	OCALA	FL	34473	(352) 362-6218

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Clean and Amazing Inc.	16899 SW 29th Avenue Road	OCALA	FL	34473	(352) 342-0077
EDDY'S MACU CLEANING LLC	5850 SW 61st Pl	OCALA	FL	34474	(352) 208-4707
Tecnaran Services	7433 SW 106th Street	OCALA	FL	34474	(352) 470-5640
Linda Hicks Cleaning Company	2141 NW Third Ave	OCALA	FL	34475	(352) 270-4858
Essie McCall Cleaning	6325 NW 14th Avenue	OCALA	FL	34475	(352) 239-5919
A Sparkle Above	2625 NW First Ave	OCALA	FL	34475	(352) 497-4917
S.A.A. Coverall Cleaning LLC	8645 NW Ninth Avenue	Ocala	FL	34475	(352) 460-3361
L&C Kleaning Services LLC	3936 SW 102nd Lane Road	OCALA	FL	34476	(954) 736-0073
LIMA CLEANING SERVICES, LLC	7899 SW 62nd Court	OCALA	FL	34476	(954) 803-7495
E & E COASTAL CLEANING, INC.	10848 SW 69th Ct	OCALA	FL	34476	(352) 229-4545
Absolutely Profound Cleaning LLC	9650 SW 42nd Ave	OCALA	FL	34476	(352) 304-3713
KAMEO EXECUTIVE CLEANING AGENCY LLC	3859 SW 100th St	OCALA	FL	34476	(352) 512-7527
A Genesis General Services LLC	5515 SW 88th Place	Ocala	FL	34476	(352) 362-5301
Optimal Cleaning Company LLC	10202 SW 41st Terrace	OCALA	FL	34476	(352) 414-9193
McCabe's Coverall Health-Based Clean LLC	5640 SE Second St	OCALA	FL	34480	(352) 502-6512
Better Trust Cleaning Services LLC	2454 Andre Court	OCOEE	FL	34761	(407) 902-6806
Touchable Services LLC	449 W. Silver Star Rd	OCOEE	FL	34761	(407) 879-8918
HANNAH LLC	7024 Sawmill Blvd	OCOEE	FL	34761	(407) 288-3349
Hernandez & Garcia The Cleansers Company LLC	16819 Taylow Way	ODESSA	FL	33556	(813) 481-2423
AA CLEANING CONCEPTS, INC.	101 Woodlands Court	OLDSMAR	FL	34677	(727) 741-3597
L & N Family Cleaning Inc	3171 NW 132 Terrace	OPA LOCKA	FL	33054	(786) 300-7283
Advance Health-Base Cleaning Company	651 Placid Run Road	ORANGE CITY	FL	32763	(386) 216-5414
TOP NOTCH CLEANING SYSTEM LLC	1809 Mound St	ORANGE PARK	FL	32073	(904) 514-5766
Stone's Empire LLC	462 North Terry Ave	ORLANDO	FL	32801	(786) 647-5543
MDM Golden Clean LLC	618 East South Street	ORLANDO	FL	32801	(844) 882-1528
UNIK Cleaning and Sanitation Services LLC	915 Boardman St	ORLANDO	FL	32804	(407) 230-9051
De Sousa Service USA LLC	2501 N Orange Blossom Trail Apt 173	ORLANDO	FL	32804	(407) 777-7058
VJM Cleaning Services LLC	2966 S. Rio Grande Ave	ORLANDO	FL	32805	(407) 341-0978
Alebe Cleaning Service LLC	2825 Moss Grove Blvd	ORLANDO	FL	32807	(407) 868-4689
Soluciones Y Mas Inc.	5958 Wallace Drive	ORLANDO	FL	32807	(407) 470-2002
Blanca Kleaners LLC	5514 Britan Drive	ORLANDO	FL	32808	(407) 223-3047
Dave A. Rowe	4586 Frisco Circle	ORLANDO	FL	32808	(407) 591-6132
Samuel F. McMillan	5289 Merimont Court	Orlando	FL	32808	(407) 730-1910
Blangel Services Inc.	6804 Cherry Grove Circle	ORLANDO	FL	32809	(407) 590-9148
Kamal Mangal	6115 Tomoka Drive	Orlando	FL	32809	(407) 857-9625
Majorca Eco Services, Inc.	5141 The Oaks Circle	Orlando	FL	32809	(407) 480-1856
Janey Cleaning Services LLC	1940 Aaron Avenue	ORLANDO	FL	32811	(407) 285-7398
Paz Services USA LLC	3337 S Kirkman Road Apt 620	ORLANDO	FL	32811	(407) 652-8515
Arnikka's Fine Cleaning Service LLC	702 Willie Mays Parkway	ORLANDO	FL	32811	(407) 556-1689
A&A Cleaning Solutions of Central FL LLC	1820 Rouse Lake Road	ORLANDO	FL	32817	(321) 297-9297
Lady Like Cleaning Services LLC	2548 Summer Glen Drive	ORLANDO	FL	32818	(321) 460-3879
JYV Cleaning LLC	7511 Solstice Cir Unit I - 216	ORLANDO	FL	32821	(407) 883-6330
Alea Cleaning Services LLC	7562 Rio Pinar Lakes Blvd	ORLANDO	FL	32822	(407) 914-1014
B&M Janitorial Services LLC	7119 Tripoli Way	ORLANDO	FL	32822	(321) 987-5149
Blangel Services Inc.	4107 Gulfstream Bay Court	ORLANDO	FL	32822	(407) 590-9148

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Top Shelf Family Cleaning, LLC	12459 Northover Loop	ORLANDO	FL	32824	(407) 690-6158
VW Cleanning Services Inc LLC	1479 Portofino Meadows Blvd	ORLANDO	FL	32824	(786) 759-4218
All Set Cleaning Services LLC	13881 Rushing Creek Run	ORLANDO	FL	32824	(203) 864-1427
DNB Cleaning Services LLC	14963 Braywood Trail	ORLANDO	FL	32824	(407) 963-2794
Deep Cleaning USA, LLC	969 Pebble Creek Circle	ORLANDO	FL	32824	(352) 575-6542
Juny Cleaning Services LLC	2241 Mountleigh Tr	ORLANDO	FL	32824	(352) 321-0539
Crystal Klean Services LLC c/o Maria Ramalho	410 Lytton Circle	ORLANDO	FL	32824	(407) 452-7040
Amanda Cleaning Services, Inc. c/o Jose Dominguez	13124 Greenpointe Drive	ORLANDO	FL	32824	(917) 549-4938
Blanca Sanchez	11843 Hatcher Circle	Orlando	FL	32824	(347) 335-4836
Outstrip Cleaning Services, LLC.	13881 Rushing Creek Run	ORLANDO	FL	32824	(203) 707-3048
Moses Alicea Cleaning Service LLC	12128 Shadowbrook Lane	Orlando	FL	32828	(407) 929-1666
Diane Ortiz	7760 Bay Cedar Drive	ORLANDO	FL	32835	(407) 968-6582
Dodera Cleaning Services LLC	2738 Lone Feather Drive	ORLANDO	FL	32837	(917) 257-0807
Vish Cleaning Services of Orlando LLC	12700 Rolling Broak Ct.	ORLANDO	FL	32837	(321) 217-5354
PRS Cleaning Concepts LLC	1148 Courtney Chase Circle	ORLANDO	FL	32837	(407) 739-1044
Clean By Bea LLC	3005 Rollman Road	ORLANDO	FL	32837	(407) 624-2294
Celebration Janitorial Inc	5436 San Gabriel Way	Orlando	FL	32837	(321) 662-1018
Maria Taborda	3956 Town Center Blvd #132	ORLANDO	FL	32837	(407) 516-4253
Luciana Cleaning LLC	5136 Aventura Blvd	ORLANDO	FL	32839	(407) 451-6853
Denaud Cleaning Service LLC	1946 Ole Heritage Drive	ORLANDO	FL	32839	(407) 556-4967
Darkno Services Inc	1722 36th Street	ORLANDO	FL	32839	(407) 936-5915
SOEIVAN Services, Inc.	P.O. Box 592391	ORLANDO	FL	32859	(407) 272-2577
Kubanichi's Cleaning LLC	PO Box 678387	ORLANDO	FL	32867	(321) 200-8650
Maria L Solano	2200 N County Road 426	OVIEDO	FL	32765	(321) 274-2594
Iconic Cleaning, LLC	4771 Fairoaks Drive	PACE	FL	32571	(850) 346-5230
MST JANITIORIAL SERVICES LLC	256 Gladiola Rd NE	PALM BAY	FL	32907	(860) 893-4164
Office Cleaners LLC	549 Hillsdale Ave NW	PALM BAY	FL	32907	(321) 987-0574
ANSU Platinum Services LLC	890 Degroodt Rd. SW	PALM BAY	FL	32908	(321) 482-1593
Cofield Cleaning LLC	170 Aquarius Ave SE	PALM BAY	FL	32909	(914) 349-1114
Southernbend Janitorial Services LLC	1134 SE Wesberry St	PALM BAY	FL	32909	(954) 687-2783
Sals Spotless Cleaning Services LLC	911 Grainger St SE	PALM BAY	FL	32910	(321) 536-9584
Novoa and Sons Cleaning Services LLC	104 1st Lane	PALM BEACH GARDEN	FL	33418	(561) 389-8911
MDQ Quality Services LLC	12 Buffalo View Lane	PALM COAST	FL	32137	(386) 576-4637
ESCOPER CLEANING SERVICE LLC	17 Whitcock Ln	PALM COAST	FL	32164	(813) 580-2366
Danilo Bueno	3858 Nighthawk Dr	PALM HARBOR	FL	34684	(727) 423-1364
JACK M.Q. CLEANING CORP	1954 Shadetree Way	PALM SPRINGS	FL	33406	(561) 907-9885
Gianelly Cleaning Service LLC	270 Wood Land Road	PALM SPRINGS	FL	33461	(561) 507-3391
ISIYULECABEZA LLC	255 Lake Arbor Drive	PALM SPRINGS	FL	33461	(786) 259-4037
1 Diamond Company LLC	38 Andros Rd	PALM SPRINGS	FL	33461	(561) 567-1372
Lakewood Ranch Professional Cleaning LLC	10549 Oakside Dr	PALMETTO	FL	34221	(941) 504-0203
Cindy Sykes	7204 Lake Suzzanne Lane	PANAMA CITY	FL	32404	(850) 814-4564
Gertrudes Helena Querales	680 NW 79 Terr #204	PEMBROKE PINES	FL	33024	(786) 230-9782
Sobe Commercial Cleaning, LLC	11415 NW 10 St.	PEMBROKE PINES	FL	33026	(305) 984-7452
Eco Green Valley Corp	11409 NW 10th Street	PEMBROKE PINES	FL	33026	(954) 479-8102
LH Special Services Corp	112 SW 169th Ave.	PEMBROKE PINES	FL	33027	(954) 347-7429

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Ahead of Time Cleaning, LLC	809 N MLK Drive	PENSACOLA	FL	32501	(850) 525-6434
Tyron's Janitorial Service, LLC	3009 Torres Avenue	PENSACOLA	FL	32503	(850) 266-1241
KP Commercial Cleaning, LLC	2401 North 7th Avenue	PENSACOLA	FL	32503	(850) 292-6689
Core Commercial Cleaning LLC	3314 Marcus Drive	PENSACOLA	FL	32503	(850) 824-0372
Total Business Solutions of NWFL LL	3333 Marcus Drive	PENSACOLA	FL	32503	(850) 602-3727
R Martin Services, LLC	5525 Prowie Dr	PENSACOLA	FL	32504	(254) 291-8340
HJS Cleaning Service, LLC	813 Bloodworth Lane	PENSACOLA	FL	32504	(850) 316-5388
Magic Moppers Professional Cleaning Service	6096 Toulouse Drive	PENSACOLA	FL	32505	(850) 377-4476
Big Willie's Commercial Cleaning Service, LLC	102 Topaz Ave	PENSACOLA	FL	32505	(850) 554-3308
Fudail Cleaning Services, LLC	820 South Madison Dr.	PENSACOLA	FL	32505	(850) 368-7561
Austin Exclusive Janitor Service, LLC	3741 Idlewood Drive	PENSACOLA	FL	32505	(850) 532-5709
Morning Star Custodial, LLC	6406 Hampton Rd	PENSACOLA	FL	32505	(850) 341-2760
LJ & RJ Cleaning Services, LLC	4508 Charmonte Way	PENSACOLA	FL	32505	(850) 602-5700
Neat Freakz LLC	907 N. S Street	PENSACOLA	FL	32505	(850) 791-0646
Empire Cleaning, LLC	7591 US 98	PENSACOLA	FL	32506	(850) 525-1650
Beach Life Enterprise Group, LLC	385 Blue Angel Parkway	PENSACOLA	FL	32506	(850) 748-4345
Tressie L Wimbush Enterprises, LLC	520 Frisco Road	PENSACOLA	FL	32507	(850) 221-2250
Diamond Shine Kleaning Concepts, LLC	3795 Weatherstone Circle	PENSACOLA	FL	32507	(850) 943-2621
Prestigious Warrior Commercial Cleaning, LLC	PO BOX 2745	PENSACOLA	FL	32513	(850) 261-4265
KJ's Efficient Cleaning, LLC	8202 Emperor Road	PENSACOLA	FL	32514	(850) 485-0908
Allen's Janitorial and Handyman Services, LLC	288 E. Olive Road	PENSACOLA	FL	32514	(850) 418-0092
T-N-T Cleaning Service, LLC	401 Action Street	PENSACOLA	FL	32514	(850) 449-8683
C-Max Cleaning Service, LLC	8401 Carl Dean Street	PENSACOLA	FL	32514	(850) 426-6853
A Little Investment Group, LLC	PO Box 10801	PENSACOLA	FL	32524	(850) 791-8508
Carmichael Cleaning Service, LLC	7404 Stiller Lake Road	PENSACOLA	FL	32526	(850) 586-2166
4n 1 Family Kleaning Service, LLC	6131 Bradshaw Street	PENSACOLA	FL	32526	(850) 449-7860
JJ&E Janitorial Services, LLC	6139 Pam Avenue	PENSACOLA	FL	32526	(678) 939-0334
Millender Generations Cleaning Services, LLC	2304 Silversides Loops	PENSACOLA	FL	32526	(850) 375-4322
Goldsmith Enterprises LLC	7948 Huntington Creek Lane	PENSACOLA	FL	32526	(850) 375-9024
P.U.C.C. Services, LLC	3340 Wasatch Range Loop	PENSACOLA	FL	32526	(850) 276-6306
Top Notch Professional Cleaning Services LLC	1515 Galvin Avenue	PENSACOLA	FL	32526	(850) 261-8271
Commercial Cleaning Systems Concepts, LLC	3340 Wasatch Range Loop	Pensacola	FL	32526	(850) 525-1565
DuLac Commercial Cleaning Company, LLC	1482 Dunhurst Drive	PENSACOLA	FL	32534	(850) 776-8162
Kedra Key Janitorial Services, LLC	681 Teleran Street	PENSACOLA	FL	32534	(850) 454-0368
CNG Cleaning Services, LLC	10919 Chippewa Way	PENSACOLA	FL	32534	(850) 287-4800
Walter Lowe	1272 Bolivia Street	Pensacola	FL	32534	(850) 485-8275
Rostran Professional Cleaning LLC	5836 62nd Ave N	PINELLAS PARK	FL	33781	(786) 597-7648
V.R. Home Solutions LLC	6540 51st Way North	PINELLAS PARK	FL	33781	(727) 543-6168
Rubi's Ultimate Cleaning Inc.	4851 85th Avenue	PINELLAS PARK	FL	33781	(727) 308-8729
All General Cleaning Inc.	6981 80th Terrace N.	PINELLAS PARK	FL	33781	(727) 458-5392
3 American Cleaning Service LLC	6093 109th Ave North	PINELLAS PARK	FL	33782	(727) 902-7006
Omar Professional Cleaning Services LLC	5560 96th Avenue North	PINELLAS PARK	FL	33782	(727) 900-3572
Gabe's and Cata Pro Services, Inc.	5815 114th Terrace North	PINELLAS PARK	FL	33782	(727) 417-2868
Aryana's Commercial Cleaning LLC	1308 E Frances Ave	PLANT CITY	FL	33563	(813) 863-4081
Small Town Solutions LLC	2104 Shoofly Lane	PLANT CITY	FL	33566	(813) 380-3616

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Pedro Valdez Dba Pedros Cleaning Service	5557 Luckasavage Rd	PLANT CITY	FL	33567	(813) 365-6470
Skifton Cleaning LLC	7001 NW 16th St #403	PLANTATION	FL	33313	(954) 683-4471
Green Collectiive Inc	201 NW 75TH TERR	PLANTATION	FL	33317	(754) 249-5800
UNION CLEANING SERVICES LLC	12343 NW 19th Street	PLANTATION	FL	33323	(754) 302-8315
JC & DA Services LLC	835 NW 82 Avenue	PLANTATION	FL	33324	(305) 903-0795
Jope Investments LLC	457 Vista Isle Drive #2111	PLANTATION	FL	33325	(954) 618-3628
SURGICLEANERS LLC	2670 NE 19th Street	POMPANO BEACH	FL	33062	(954) 684-0660
Mark Measel LLC	2589 NE 15th Avenue	Pompano Beach	FL	33064	(954) 245-7174
ENDURES 4 EVER LOVE CLEANERS INC	4124 Conway Blvd	PORT CHARLOTTE	FL	33952	(941) 218-9083
Monica E. Santiago	9241 Rainbow Lane	PORT RICHEY	FL	34668	(813) 588-2119
JOYCE CLEANING SERVICE LLC	2426 SE CAMARIN ST	PORT SAINT LUCIE	FL	34952	(772) 265-2290
CR Professional Cleaning Service, Inc.	2338 SW Ranch Ave.	PORT SAINT LUCIE	FL	34953	(772) 475-3674
Bocicot Cleaning Service LLC	462 SW Port St. Lucie Blvd	PORT SAINT LUCIE	FL	34953	(772) 812-0160
Salinas Cleaning Service LLC	104 SW Exora Terrace	PORT SAINT LUCIE	FL	34953	(772) 418-1793
Spotless Cleaning System & More LLC	4681 SW Scanavino St	PORT SAINT LUCIE	FL	34953	(561) 503-9415
Honesty Shine Cleaning Multi Services & More LLC	1673 SW Merchant Lane	PORT SAINT LUCIE	FL	34953	(561) 284-1322
LELEKA CLEANING COMPANY LLC	1079 SW Payne Ave	PORT SAINT LUCIE	FL	34953	(772) 359-9386
ABOVE GREATNESS CLEANING LLC	268 SW PANTHER TRACE	PORT SAINT LUCIE	FL	34953	(904) 520-1697
Global DS Services Enterprises Inc	2865 SW Ortega Street	PORT SAINT LUCIE	FL	34953	(772) 834-7974
Matgic Enterprises Inc	341 SW Lucero Drive	PORT SAINT LUCIE	FL	34983	(772) 486-6071
Select Cleaning Services, Inc.	1725 SE Anece Street	PORT SAINT LUCIE	FL	34983	(772) 530-1695
V & F Unlimited Inc	231 SW Fairchild Avenue	PORT SAINT LUCIE	FL	34984	(561) 309-8749
Precise Commercial Cleaning of Palm Bch Corp.	104 NW Pleasant Grove Way	PORT SAINT LUCIE	FL	34986	(561) 543-8469
JDSILVA, LLC	5262 NW Gamma Street	PORT SAINT LUCIE	FL	34986	(772) 233-7966
Daniel O. Etheridge	2732 SW Attamira Avenue	PORT SAINT LUCIE	FL	34987	(772) 370-4221
Poochies Cleaning, LLC	12423 Adventure Drive	RIVERVIEW	FL	33569	(631) 204-7942
Kleen-KingMaintenance Services LLC	5336 Watson Rd	RIVERVIEW	FL	33578	(813) 679-5208
2LovePeople Cleaning LLC	12403 Tree Pointe Cort	RIVERVIEW	FL	33578	(813) 418-9427
Caba Elite	10502 Cardera Dr	RIVERVIEW	FL	33578	(973) 460-4764
Wkalissa Cleaning LLC	12765 Lemon Pepper Dr	RIVERVIEW	FL	33578	(813) 300-4841
Seybest Commercial Cleaning LLC	12592 Shining Willow St	RIVERVIEW	FL	33579	(813) 635-6938
Bay Area Superior Cleaning, LLC	11734 Winterset Cove Dr	RIVERVIEW	FL	33579	(813) 407-6057
Stable Production Inc	12226 Fairlawn Dr	RIVERVIEW	FL	33579	(813) 380-3282
Luke & Sheree Enterprises, LLC	1020 Indian Trace Circle #5 Unit 103	RIVIERA BEACH	FL	33407	(561) 572-6774
E H Z ENTERPRISES INC	1426 Ryan Lane	ROYAL PALM BEACH	FL	33411	(561) 618-2739
CMLD CLEANING SERVICES LLC	1327 ISLEWORTH CT	ROYAL PALM BEACH	FL	33411	(561) 352-7051
Al Star Cleaning Services, Inc.	224 Cordoba Circle	ROYAL PALM BEACH	FL	33411	(561) 932-8121
SMITH & SON LLC	560 Christina Dr.	Royal Palm Beach	FL	33414	(732) 580-4811
Creative Matrix, LLC	P.O BOX 213176	ROYAL PALM BEACH	FL	33421	(561) 670-8248
Dolavic Enterprises Inc	1232 Harbour Blue St	RUSKIN	FL	33570	(813) 895-6416
LF Luxury Services, LLC	128 Riachuelo Lane	SAINT AUGUSTINE	FL	32095	(407) 406-7655
Ivan Singh	1978 Stillwood Way	SAINT CLOUD	FL	34771	(407) 488-5877
Ernie L. Williams	2330 SW Naomi Avenue	SAINT LUCIE WEST	FL	34953	(561) 644-4962
M & F Cleaning Corporation	202 60th Avenue	SAINT PETE BEACH	FL	33706	(727) 667-2172
C&M Cleaning and Janitorial Services	3868 Neptune Drive SE	SAINT PETERSBURG	FL	33705	(727) 333-1049

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Sharon Gulley	2430 16th Street South	SAINT PETERSBURG	FL	33705	-
Asencio Cleaning Services LLC	5011 47th Ave N	SAINT PETERSBURG	FL	33709	(849) 472-6521
Losada Commercial Cleaning LLC	1980 57th St N	SAINT PETERSBURG	FL	33710	(727) 953-5528
Kirk Trtan	3476 9th Ave	SAINT PETERSBURG	FL	33713	(618) 670-8830
Michael Ulrich LLC	3476 9th Ave N	SAINT PETERSBURG	FL	33713	(813) 260-5588
Derrell L. Pattain	1462 Star Gazer Terrace	SANFORD	FL	32771	(612) 749-3439
Belmont Cleaning Services LLC	105 Yorktown Place	SANFORD	FL	32771	(407) 729-6874
Beacon Services USA, LLC	105 Yorktown Place	SANFORD	FL	32771	(407) 729-6874
Alicia's Commercial Cleaning LLC	362 Golf Cove Court	SANFORD	FL	32773	(407) 314-3662
Goza Cleaning Services Inc	5466 Winewood Dr.	SARASOTA	FL	34232	(941) 536-6279
West Florida Supershine, Inc	4779 Ancient Marble Dr	SARASOTA	FL	34240	(941) 586-9386
SAM's Professional Cleaning	209 Mouring Dove Road	SATSUMA	FL	32189	(386) 546-4903
Sam's Professional Cleaning Services Inc.	209 Mourning Dove Road	Satsuma	FL	32189	(386) 546-4903
Sergyalmy Cleaning Services LLC	1019 Citroen Dr	SEBRING	FL	33872	(561) 507-3079
Stylish Cleaning Services LLC	3021 Ripplewood Drive	SEFFNER	FL	33584	(813) 853-8703
Nuby's Cleaning Service LLC	4594 Essex Lane	SPRING HILL	FL	34606	(757) 880-9377
LD Arroyo Cleaning Corp.	7212 Toucan Trail	SPRING HILL	FL	34606	(352) 592-9680
Chang Ventures, Inc	10109 Elgin Blvd	Spring Hill	FL	34608	(201) 522-1718
Risley Commercial Cleaning LLC	13435 Banyan Road	SPRING HILL	FL	34609	(813) 585-0551
Carmichael Management LLC	P O Box 5103	SPRING HILL	FL	34611	(727) 808-9303
A & C Luxury Cleaning Services Inc	4987 SE Mariner Garden Circle	STUART	FL	34997	(772) 634-7140
M & V Commercial Cleaning LLC	7038 King Creek Drive	SUN CITY CENTER	FL	33573	(570) 442-7385
Ligia Garzon	2551 NW 103rd Ave. Apt. # 402	SUNRISE	FL	33322	(954) 638-7703
CHACLEANING SERVICES LLC	2922 NW 130th Avenue	SUNRISE	FL	33323	(786) 210-7325
Eduardo Polo dba BYO Clean Services	576 Lakeside Circle	SUNRISE	FL	33326	(954) 740-2217
AGS Cleaning LLC	2124 Bullocks Run Road	TALLAHASSEE	FL	32303	(850) 692-1392
A&C Solutions Services LLC	7407 NW 75th St	TAMARAC	FL	33321	(954) 234-3715
R J Always Clean Corp	8601 W McNab Rd	TAMARAC	FL	33321	(786) 745-2580
Camacho Leasing & Renovati	8004 Lago De Campo Blvd. # 105C	TAMARAC	FL	33321	(754) 214-4387
Dexter Wilson	8060 NW 96th Terr.	TAMARAC	FL	33321	(754) 366-4470
Abraham Family Cleaning Services LLC	8717 N Edison Ave	TAMPA	FL	33604	(787) 671-8881
Florishine Cleaning Enterprise LLC	2609 Marconi St.	TAMPA	FL	33605	(813) 900-4620
Alvarez Cleaning Services, LLC	2704 W Kathleen St	TAMPA	FL	33607	(813) 300-9274
Swift & Tidy Complete Clean LLC	1515 East Hanna Ave	TAMPA	FL	33610	(727) 426-4500
Adriano Janitorial LLC	14011 N Nebraska Ave	TAMPA	FL	33613	(813) 504-6051
Castillo Professional Cleaning Services LLC	1253 Four Seasons Blvd	TAMPA	FL	33613	(813) 495-9444
Franqui CLeaning Plus LLC	4814 N Gomez Ave	TAMPA	FL	33614	(727) 272-4795
Ana Maria Cleaning Plus LLC	4733 West Waters Ave Apt 1613	TAMPA	FL	33614	(813) 483-9960
Madelaine's Professional Cleaning LLC	2703 W Kirby St	TAMPA	FL	33614	(305) 927-8327
Pedro's Commercial Cleaning Services LLC	4711 West Waters Avenue	TAMPA	FL	33614	(813) 567-9962
White Dragon Cleaning Company, Inc.	8870 N Himes Ave	TAMPA	FL	33614	(813) 293-6061
Jaser Commercial Cleaning LLC	7710 West Henry Avenue	TAMPA	FL	33615	(813) 624-9383
Reyde Ricardo Cruz	8219 Pinehurst Circle	TAMPA	FL	33615	(954) 258-7856
James & Jaila Cleaning Services LLC	4426 W. Pintor Place	TAMPA	FL	33616	(813) 965-7192
Shurley Spotless Commercial Cleaning, LLC	5923 Jenny Dr	TAMPA	FL	33617	(412) 606-2485

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
YRB Cleaning LLC	10421 Oakbrook Drive	TAMPA	FL	33618	(813) 298-8456
Davila Cleaning Services, LLC	3450 Palencia Dr	TAMPA	FL	33618	(813) 406-2064
MAX BRILLIANT CLEANING LLC	8524 Blue Ridge Dr	TAMPA	FL	33619	(813) 716-9103
Simon Cleaning Solutions LLC	12361 Witheridge Dr	TAMPA	FL	33624	(813) 445-9503
E.N.C. Shine Plus LLC	15302 Winterwind Dr	TAMPA	FL	33624	(813) 843-8878
Ortiz Commercial Cleaning LLC	12708 Worchester Ave	TAMPA	FL	33624	(813) 775-8943
Chavi Cleaning Plus LLC	12503 Trail Blazer Loop	TAMPA	FL	33625	(813) 640-7148
Tru-Shine Cleaning Services LLC	10903 Airview Dr	TAMPA	FL	33625	(813) 481-2764
Ponce's Professional Cleaning LLC	6441 Eden Lane	TAMPA	FL	33634	(813) 551-9520
RRAA Professional Cleaning LLC	6414 Golden Drive	TAMPA	FL	33634	(863) 254-2455
Ancaro LLC	7503 Willow Ct.	Tampa	FL	33634	(813) 841-5532
Beatriz Hidalgo dba Betty Cleaning Services & Plus	8802 Briar Hollow Ct	TAMPA	FL	33634	(813) 481-3291
Holguin Tires Plus, LLC	7306 Nova Circle	TAMPA	FL	33634	(813) 506-0926
H & A Enterprise, LLC	1555 - 14th Avenue	VERO BEACH	FL	32960	(772) 501-2585
Fulmore All Covered LLC	2554 2nd St SW	VERO BEACH	FL	32962	(772) 646-3221
Carbajal's Cleaning Service	16517 NE 95th Ave	WALDO	FL	32694	(352) 415-5703
PJEAN CLEANER & REPAIR LLC	12097 Sunset Point Dr	WELLINGTON	FL	33414	(561) 358-6007
Iris's Sparkling Cleaning LLC	708 Palm Beach Lakes Blvd	WEST PALM BEACH	FL	33401	(561) 531-7044
Ever-Clear Services Inc	437 El Prado	WEST PALM BEACH	FL	33405	(561) 670-0061
BIG BUBBLES CLEANING LLC	825 Bradley Street	WEST PALM BEACH	FL	33405	(561) 332-9423
MOISES PROFESSIONAL CLEANING LLC	732 44th St Apt A	WEST PALM BEACH	FL	33407	(561) 215-5706
Tameka James	4000 Shelley Road South	WEST PALM BEACH	FL	33407	(561) 222-9007
Marte's Cleaning Services	2332 Redwood Rd	WEST PALM BEACH	FL	33409	(561) 370-4671
Enol's Cleaning Service, LLC	608 Putter Place	WEST PALM BEACH	FL	33409	(561) 317-9064
GM Spot Cleaning Services LLC	4655 Portofino Way	WEST PALM BEACH	FL	33409	(561) 729-8953
Tutto's LLC	1522 Lake Crystal Drive	WEST PALM BEACH	FL	33411	(561) 293-0182
Esterbina Herrera Cleaning Services Inc.	561 Toccoa Rd	WEST PALM BEACH	FL	33413	(561) 294-1959
Master Cleaning 24/7, LLC	5921 Belvedere Rd	WEST PALM BEACH	FL	33413	(561) 909-5896
Leonor Martinez dba NH Cleaning Services	1659 Woodland Ave	WEST PALM BEACH	FL	33415	(786) 303-9214
Sandra Maura dba Gloss Enterprise	1599 60 terrace South	WEST PALM BEACH	FL	33415	(561) 818-3641
Girls Power Cleaning LLC	1523 Maypop Rd	WEST PALM BEACH	FL	33415	(561) 386-6602
Abreu Commercial Cleaning Services LLC	861 Arlington Dr.	WEST PALM BEACH	FL	33415	(561) 329-8919
Sunshine Master Cleaners, LLC	4978 Pimlico Court	WEST PALM BEACH	FL	33415	(561) 598-0357
Monroe-Sparkman Pro Services LLC	4898 Sand Stone Ln Apt 303	WEST PALM BEACH	FL	33417	(561) 506-6256
DOA Cleaning Service Corp.	4880 Alder Drive #B	WEST PALM BEACH	FL	33417	(561) 312-8005
Glad Cleaning Services Llc	201 Racquet Club Rd.	WESTON	FL	33326	(954) 381-9599
SUHR CLEANING LIMITED LIABLILTY COMPANY	912 Tangelwood CIrcle	WESTON	FL	33327	(510) 367-3832
Nory Cleaning Services LLC	15644 Jungle Aly	WINTER GARDEN	FL	34787	(407) 810-2951
SOFI Cleaning Services LLC	830 Hayley Circle	WINTER GARDEN	FL	34787	(407) 272-4120
Pixie Shine Commercial Cleaning LLC	14804 Avenue Of The Groves	WINTER GARDEN	FL	34787	(407) 715-3245
RIDEES, LLC	8013 Atlantic Puffin Street	WINTER GARDEN	FL	34787	(321) 947-9677
A Plus Professional Cleaning Services	1294 Crow Way	WINTER PARK	FL	32707	(407) 813-3412
Ataterra LLC	7502 Savannah Grand Avenue 2104	WINTER PARK	FL	32792	(407) 722-9435
SQUARED AWAY COMMERCIAL CLEANING LLC	1834 Whitney Way	WINTER PARK	FL	32792	(407) 451-6874
Dominguez Cleaning Svcs LLC c/o Juana V. Dominguez	780 Night Owl Lane	WINTER SPRINGS	FL	32708	(407) 405-5789

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
KIMGLASKE INC	P.O. Box 196235	Winter Springs	FL	32719	(407) 545-0400
Alex Beugre	2240 Catalonia Ln, NW	ACWORTH	GA	30101	(770) 433-8799
BGH Cleaning Service LLC	110 Reunion PL	ACWORTH	GA	30102	(404) 519-7942
Pristine Endeavors, LLC	3000 Old Alabama Rd, Ste119	ALPHARETTA	GA	30022	(412) 297-6470
Taneka Lopes-Daniel	10675 Bridgemor Drive	ALPHARETTA	GA	30022	(678) 393-9157
DGA Pro Cleaning Svc LLC	1800 MILLSTREAM HOLLOW	ATLANTA	GA	30012	(678) 308-5930
First Choice Cleaning LLC	2564 Bonny Brook Drive SW	ATLANTA	GA	30311	(770) 655-1105
Pretty Darn Clean 2, LLC	29 Boulder Crest Lane	Atlanta	GA	30316	(678) 468-5291
Perfection Plus + Cleaning, LLC	2887 Baker Ridge Drive NW	ATLANTA	GA	30318	(404) 964-3718
Technique Cleaning Service, LLC	836 N. Evelyn Place NW	ATLANTA	GA	30318	(678) 368-6716
Totally Pristine Cleaning Service, LLC	1090 Hollywood Rd	ATLANTA	GA	30318	(470) 457-4413
Marjenel Group Inc.	2411 Paul Avenue NW	Atlanta	GA	30318	(404) 606-3509
Felicia Hines	624 Church Street N.W.	Atlanta	GA	30318	(470) 437-5765
Creative Works Group, LLC	925 Canterbury Rd NE	Atlanta	GA	30324	(770) 871-5787
QP. Cleaning, LLC	3825 Village Dr. SW	ATLANTA	GA	30331	(678) 963-8298
R. Owens & Assoc. Inc.	172 Winthrop St.	ATLANTA	GA	30331	(404) 944-9327
We Clean Clean, LLC	2417 St. Andrews Rdg	ATLANTA	GA	30337	(404) 969-9943
Kleen Streak, LLC	4200 Paces Station Close	ATLANTA	GA	30339	(770) 549-6154
Bankole Cleaning Services, LLC	113 Parkway Circle S	ATLANTA	GA	30340	(401) 572-1252
ProGroup Enterprises, LLC	5255 Peachtree Blvd.	Atlanta	GA	30341	(678) 576-2989
Arloes Health Based Commercial Cleaning Services, LLC	2200 Parklake Dr NE	ATLANTA	GA	30345	(475) 256-9064
Thompson Janitorial Services Inc.	PO Box 490521	ATLANTA	GA	30349	(404) 210-8001
T & D Purity Cleaning LLC	1059 Flamingo Dr	AUSTELL	GA	30168	(404) 358-7489
The Executive Touch Cleaning Service, LLC	2260 Rockwell Dr	BUFORD	GA	30519	(404) 921-4603
Barnett Cleaning Services, LLC	3511 Castbend Way	BUFORD	GA	30519	(678) 600-9004
My Big Sister, LLC	217 Forest Hill Circle Southwest APT 217	CALHOUN	GA	30701	(678) 614-2541
Clark Cleaners, LLC	3827 Parklane Dr	CLARKSTON	GA	30021	(404) 857-8916
East Coast Commercial Logistics, LLC	2847 Old Farm Rd.	COLLEGE PARK	GA	30349	(678) 656-1166
Larry Harris dba P & L Cleaning Concepts	1353 Bunker Ridge Lane	COLUMBUS	GA	31905	(443) 691-7360
K&J Cleaning Services LLC	1421 Denison Court	CONYERS	GA	30012	(404) 974-6613
Totallyclean NLW, LLC	1452 Eastmont Drive	CONYERS	GA	30012	(484) 855-9853
Dappa Logistics, LLC	2637 Santa Fe Ct, SE	CONYERS	GA	30013	(770) 771-2809
Shanquella Bowene	3125 Avondale Drive SE	CONYERS	GA	30013	(678) 570-5803
Blind Nights, LLC	2562 Lennox Rd SE	CONYERS	GA	30094	(678) 449-7842
R & J Cleaning Alternative, LLC	6110 Avery Street SW	COVINGTON	GA	30014	(678) 760-2431
Fortune Commercial Cleaning Services, LLC	10 Alcovy Way	COVINGTON	GA	30014	(404) 749-0070
Samuel A. Bankole	280 Valleybrook Dr.	COVINGTON	GA	30016	(203) 556-8922
DH & R Enterprise, LLC	115 Trevers Lake Drive	COVINGTON	GA	30016	(917) 942-0820
Antidote Janitorial Services, LLC	4920 Haysboro Way	CUMMING	GA	30040	(716) 280-9318
Enviro Clean Services, LLC	3017 Holden Spring Ct	DACULA	GA	30019	(770) 912-9416
SGH Janitorial and Maintenance Services, LLC	2735 Daniel Park Run	DACULA	GA	30019	(770) 820-4412
Heptra Services, LLC	90 Woodland Place	DALLAS	GA	30132	(678) 368-9516
Charis Cleaning Services Company	109 Ivy Crest Drive	DALLAS	GA	30157	(470) 553-8522
J & P Janitorial Services, LLC	3954 pinehurst plc	DECATUR	GA	30034	(404) 879-8520
Royal Ones Cleaning Service, LLC	3459 Albatross Court	DECATUR	GA	30034	(404) 246-6299

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Super Mom's Cleaning Service LLC	1400 Martin Court	PLAINFIELD	IL	60586	(815) 793-9924
Sheffield Ollins Services Co.	22845 Lawndale	RICHTON PARK	IL	60471	(773) 965-0566
Reyes Cleaning Management Company	2732 West Street	RIVER GROVE	IL	60171	(708) 906-7973
The Davis Group Janitorial Service Inc.	PO BOX 277830	RIVERDALE	IL	60827	(773) 386-0808
Ju-Dah Tribe Company	14501 S. Normal Avenue	RIVERDALE	IL	60827	(708) 220-6358
Grown Together Cleaning Corp.	380 Lexington Drive	ROMEOVILLE	IL	60446	(630) 544-0719
Fresh Start Cleaning Corporation	1881 Shoreline Ct	ROMEOVILLE	IL	60446	(630) 903-0604
CACT INCORPORATED	615 Haley Meadows Dr.	ROMEOVILLE	IL	60446	(630) 890-1105
Nice & Clean Service, LLC	1014 San Mateo Dr	ROMEOVILLE	IL	60446	(708) 567-6918
C & JE CLEANNING CO.	713 S. Shannon Drive	ROMEOVILLE	IL	60446	(312) 286-9225
ROSY'S SONS CLEANING SERVICES LLC	1932 Whitmore Drive	ROMEOVILLE	IL	60446	(773) 540-2229
AS Unlimited Cleaning, Inc.	562 N. Maggie Lane	ROMEOVILLE	IL	60446	(630) 201-2953
C & C Maintenance Services Corp.	725 Woodside Drive	ROSELLE	IL	60172	(630) 550-7015
Ellie's Spotless Cleaning, Inc.	321 W. Olmsted Lane	ROUND LAKE	IL	60073	(847) 529-4212
Mati's Cleaning Services Inc.	1498 West Sand Bar Court	ROUND LAKE BEACH	IL	60073	(847) 431-0896
RMS Commercial Cleaning Service LLC	405 Fairlawn Dr.	ROUND LAKE PARK	IL	60073	(224) 730-9633
New Clean Vision Co.	1320 Norwell Ct	SCHAUMBURG	IL	60193	(224) 600-6588
Belmar Cleaning MB Corporation	1019 Ridge Rd.	SHOREWOOD	IL	60404	(630) 803-0719
White Glove Corporation	810 Westerfield Way	SOUTH BELOIT	IL	61080	(608) 208-5353
White Glove Corporation dba D'Marr's Cleaning Company	810 Westerfield Way	SOUTH BELOIT	IL	61080	(608) 208-5353
TS Cleaners Company	390 Ann St. Apt. 1	SOUTH ELGIN	IL	60177	(224) 268-2134
JB Davis LLC	16406 Prairie Ave	SOUTH HOLLAND	IL	60473	(872) 301-7515
Precision One Solutions Inc.	1801 N. 37th Ave	STONE PARK	IL	60165	(708) 407-0971
Vico's Cleaning Corporation	404 Holly Drive	STREAMWOOD	IL	60107	(331) 220-6481
BUILDING VISIONARIES LLC dba PYRAMID CLEANIN	15941 Harlem Ave	TINLEY PARK	IL	60477	(470) 318-0692
Masoud Amra	9028 State Rd. 162	Troy	IL	62294	(618) 497-4140
Quality Work Property Management Co.	608 Hickok Ave	University Park	IL	60484	(708) 767-6501
Bella Janitorial LLC	391 Pierce Court	VERNON HILLS	IL	60061	(847) 521-2088
Green & Brite Cleaning Inc	1S289 Ingersoll Lane	VILLA PARK	IL	60181	(312) 405-8679
HONDU CLEANING LLC	234 S. Jackson Street	WAUKEGAN	IL	60085	(224) 368-0880
AB General Painting Services Inc.	618 Lorraine Aven.	WAUKEGAN	IL	60085	(224) 436-6391
Pure Lily LLC	65 W 59th Street Apt 101	WESTMONT	IL	60559	(708) 369-0273
White Star Corp.	520 Meyerson Way	WHEELING	IL	60090	(847) 431-4852
Galgar Cleaning Service, Inc.	PO BOX 612	WOODSTOCK	IL	60098	(815) 334-9108
Genesis Cleaning Company	551 Prairie Ridge Drive	WOODSTOCK	IL	60098	(815) 814-1582
Guaranteed Master Care, LLC	905 W. 144th Street Apt 1	EAST CHICAGO	IN	46312	(708) 724-4125
P & P Cleaning Services, LLC	13420 Allegiance Drive	FISHERS	IN	46037	(463) 999-5122
American Care, Inc	10139 Brushfield Lane	FISHERS	IN	46037	(317) 658-5619
KLEENTEAM, LLC	12267 Blue Sky Drive	FISHERS	IN	46037	(317) 766-4465
Clean Pro LLC	9781 Fortune Drive	FISHERS	IN	46037	(317) 966-6378
K + B Networx, LLC	11943 Copper Mines Way	FISHERS	IN	46038	(317) 696-2989
Arivene Group, LLC	9743 Alzada Drive	FORTVILLE	IN	46040	(470) 315-3998
Scrub This Cleaning LLC	700 Roosevelt St	GARY	IN	46404	(219) 455-3503
Cleaning King Service LLC	4743 Van Buren Street	GARY	IN	46408	(219) 293-9572
LJam Cleaning Services, Inc.	7522 Van Buren Ave.	HAMMOND	IN	46324	(630) 408-3150

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Trusted Trucking LLC	5015 E. Minnesota Street	INDIANAPOLIS	IN	46203	(463) 253-1175
SUI Cleaning Service LLC	7714 Lake Vista Lane	INDIANAPOLIS	IN	46217	(317) 728-0781
Jose Enrique Ibarra Alvarado LLC	3415 Coffey Street	INDIANAPOLIS	IN	46217	(317) 529-2538
RT Operations, LLC	5815 E. 38th Street	INDIANAPOLIS	IN	46218	(317) 418-3349
Performance Plus Services, Inc.	3632 N. Wallace Avenue	Indianapolis	IN	46218	(317) 217-8814
Q & VS Cleaning Services, LC	3041 Midvale Drive	INDIANAPOLIS	IN	46222	(317) 675-6932
Ronald E. Carey	3608 Beasley Drive	Indianapolis	IN	46222	(317) 833-6972
M&A Cleaning Solutions LLC	3276 Lupine Drive	INDIANAPOLIS	IN	46224	(317) 560-2525
Rock of Ages Cleaning & Maintenance Enterprise Inc	3208 Norwich Lane	INDIANAPOLIS	IN	46224	(317) 290-8942
A New Vision, LLC	5332 Channing Road	INDIANAPOLIS	IN	46226	(317) 833-6130
Simmons & Simmons Cleaning	5265 Roxbury Road	INDIANAPOLIS	IN	46226	(317) 602-9988
Campbell & Campbell Cleaning LLC	6161 E. 43rd Street	INDIANAPOLIS	IN	46226	(317) 531-2929
Rainbow Cleaning, LLC	3732 Mechanicsburg Drive	INDIANAPOLIS	IN	46227	(317) 918-0781
Zathang Cleaning Services	7758 Hollybrook Lane	INDIANAPOLIS	IN	46227	(317) 746-9339
Clean Break Pro Cleaning Solutions LLC	3426 E 52nd Street	INDIANAPOLIS	IN	46228	(404) 268-7176
All That Cleaning Services LLC	11826 Brocken Way	INDIANAPOLIS	IN	46229	(317) 250-5360
Brooks Janitorial Service, LLC	4065 Congaree Drive	INDIANAPOLIS	IN	46235	(317) 809-1137
G&I Logistics	4031 Benecia Court	INDIANAPOLIS	IN	46235	(317) 828-8893
Cleaning Seasons Janitorial LLC	4065 Congaree Drive	INDIANAPOLIS	IN	46235	(317) 260-0546
By Caro Cleaning Services LLC	3717 Bearwood Drive	INDIANAPOLIS	IN	46235	(646) 228-9350
Bawitha Cleaning LLC	7345 S Sherman Drive	INDIANAPOLIS	IN	46237	(317) 772-2855
Elite Commercial Cleaning Services, LLC	6529 Stonepoint Way	INDIANAPOLIS	IN	46237	(260) 312-4678
Keep It Fresh Cleaning Services LLC	1746 Irish Lake Lane	INDIANAPOLIS	IN	46239	(317) 728-0414
Blakely Logistics LLC	3203 Danube Way	INDIANAPOLIS	IN	46239	(317) 552-4592
P&P Professional Cleaning Services LLC	3417 Crickwood Drive	INDIANAPOLIS	IN	46268	(561) 294-7998
Frankies Solutions LLC	2989 W 71st Street	INDIANAPOLIS	IN	46268	(317) 628-4600
DXL Transportation, Inc	7004 Antelope Blvd	INDIANAPOLIS	IN	46278	(317) 603-4294
Martin Builders of Indiana, LLC dba MBS Commercial Clear	3149 Red Barn Loop	JEFFERSONVILLE	IN	47130	(812) 219-9490
Top Notch Cleaning, LLC	6101 Carr Circle	Jeffersonville	IN	47130	(502) 523-3760
M.S & B Services LLC	6410 Marshall Street	MERRILLVILLE	IN	46410	(219) 333-6074
Squeaky Clean LLC	422 1/2 Hoyt St.	MICHIGAN CITY	IN	46360	(219) 308-3681
Clean Fresh, LLC	5300 Veranda Drive	NOBLESVILLE	IN	46062	(317) 376-7505
Melmacleaning, LLC	9740 Oakgrove Drive	PENDLETON	IN	46064	(317) 601-5853
Swiftee Cleaning ETC. , LLC	337 Country Lane	PLAINFIELD	IN	46168	(317) 385-0892
PR Janitorial Services, LLC	7512 Westmont Drive	SELLERSBURG	IN	47172	(812) 697-4806
Premium Cleaning LLC	991 Hamilton Way	WESTFIELD	IN	46074	(773) 554-7922
KYAW Cleaning Services LLC	254 Halldale Drive	WHITELAND	IN	46184	(317) 332-3139
M and Z Cleaning LLC	748 Meadowbrook Street	GARDNER	KS	66030	(913) 424-0056
Jacinto Juarez Avalos Holding Company	208 N. 13th Streer	KANSAS CITY	KS	66102	(913) 944-3705
Astro Janitorial Services LLC	1501 N.23rd Street	KANSAS CITY	KS	66102	(516) 902-2085
Lorena Revuelta-Torres Cleaning Concepts	1300 North 28th Street	KANSAS CITY	KS	66102	(913) 748-9569
Jafet Guzman	3027 South 8th Terrace	Kansas City	KS	66103	(913) 568-9205
Nemo's Cleaning and Maintenance LLC	3518 Farrow Avenue	KANSAS CITY	KS	66104	(816) 500-7897
Martez Nelson	5044 Yecker Avenue	Kansas City	KS	66104	(913) 634-2564
Presidential Cleaning LLC	7246 Cleveland Avenue	KANSAS CITY	KS	66109	(913) 907-0681

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Lepe Services LLC	7328 Greeley Ave	Kansas City	KS	66109	(913) 486-2669
Alioune Kane	2604 Knollbrook Court	LAWRENCE	KS	66046	(785) 312-0219
Georgina Hayford	9417 Switzer	LENEXA	KS	66214	(913) 602-0679
Emmabeth Cleaning Concept LLC	9525 Monrovia Road	LENEXA	KS	66215	(816) 786-5564
Elizabeth Andoh	9525 Monrovia Road	LENEXA	KS	66215	(816) 786-5564
Reliant Services	23417 West 87th Terr #24	LENEXA	KS	66227	(913) 957-2542
Jaime E. Aguero-Martinez	4301 Greenhaven	OAKLAWN	KS	67216	(316) 516-5531
Miguel Juarez	88 Sierra Circle	OLATHE	KS	66061	(913) 605-2121
Habtamu Dibaba	977 North Iowa Street	OLATHE	KS	66061	(913) 375-7774
Total Maintenance LLC	1324 N Anne Shirley Drive	OLATHE	KS	66061	(913) 337-1590
Abebe Zeleke	718 N. Clinton Street	OLATHE	KS	66061	(913) 406-1630
Georgia Hollinshed	15912 West 123rd Street	OLATHE	KS	66062	(913) 593-6487
5 Buckets LLC	12233 South Sycamore Street	OLATHE	KS	66062	(913) 999-7009
Sergio Canton	16160 S. Matt CT.	Olathe	KS	66062	(913) 908-2454
Mop N Go LLC	PO Box 4502	OLATHE	KS	66204	(913) 605-0646
Elite Cleaning Services LLC	10312 Benson	OVERLAND PARK	KS	66212	(816) 517-5586
Brenumax LLC	7575 West 106th Street	OVERLAND PARK	KS	66212	(913) 701-2454
Jaime Jasso	4702 Skyline Drive	ROELAND PARK	KS	66205	(913) 544-6354
Jardins Commercial Cleaning Services LLC	6562 Charles Street	SHAWNEE	KS	66216	(913) 406-4771
Eugene Jablonlowski	7804 England Drive #103	Shawnee Mission	KS	66212	(913) 385-0606
Torres Cleaning LLC	209 N. Frank Street	SPRING HILL	KS	66083	(913) 488-6202
Triplett Cleaning Solutions LLC	520 SE Locust Street	TOPEKA	KS	66607	(785) 213-9191
Allen Spivey	1424 SW Clontarf Street	TOPEKA	KS	66611	(785) 845-2437
Geronima Nufio	11642 West Ryan Place	WICHITA	KS	67205	(316) 304-5131
Miriam Herrera	12617 E. Killarney Court	WICHITA	KS	67206	(316) 300-7440
Reina R. Hernendez	7412 East Norfolk Drive	Wichita	KS	67206	(316) 250-4103
Socorro Sabas	7615 East 17th Street North	WICHITA	KS	67206	(316) 461-1224
Gerards Cleaning, LLC	514 Dorsey Way	ANCHORAGE	KY	40223	(502) 724-0231
K & T Spotless Cleaning LLC	6003 Murnan Rd	COLD SPRING	KY	41076	(859) 640-7415
Ebenezer Cleaning, LLC	283 Cozy Acres Dr	ELIZABETHTOWN	KY	42701	(270) 370-7976
K & M Janitorial Services, LLC	454 Ripple Creek Dr.	ELSMERE	KY	41018	(859) 982-7258
YAM Cleaning, LLC	10713 Sparrow Circle	FAIRDALE	KY	40118	(502) 416-7846
DBH Cleaning, LLC	10713 Sparrow Circle	FAIRDALE	KY	40118	(502) 594-6035
Bright Diamond CLeaning, LLC	8912 Brown Auston Road	FAIRDALE	KY	40118	(502) 759-8949
J & K Cleaning	8540 Evergreen Drive	FLORENCE	KY	41042	(859) 802-3819
D & S Commercial Cleaning LLC	8404 Pleasant Valley Rd.	FLORENCE	KY	41042	(859) 652-1989
AA Rose Commercial Janitorial Svcs, LLC	4915 Steel Loop #B	FORT CAMPBELL	KY	42223	(321) 230-4414
Eddy Boat Janitorial Frankfort, LLC	117 Palmer Drive	Frankfort	KY	40601	(502) 320-0637
Pentecost Janitorial Services	902 Tierra Linda Drive	Frankfort	KY	40601	(502) 320-6048
Bamak, LLC	113 Jeremy Drive	FRANKFORT	KY	40601	(502) 319-9070
3 Angels Janitorial LLC	1019 Champion Court	FRANKFORT	KY	40601	(502) 319-3269
J Carter Solutions, LLC	523 Monticello Blvd.	Lexington	KY	40503	(859) 296-9108
Carmen Janitorial Cleaning, LLC	2312 Rocky Point Court	LEXINGTON	KY	40504	(859) 227-8414
Nestas Cleaning Service LLC	4026 Palmetto Drive	LEXINGTON	KY	40505	(859) 536-0207
Kemdjo Care Cleaning Services, LLC	1825 Liberty Road	LEXINGTON	KY	40505	(859) 797-9387

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Kitabu Cleanings LLC	1777 Russell Cave Road	LEXINGTON	KY	40505	(859) 327-7148
Joanna's Janitorial Service	552 Bell Castle Road	LEXINGTON	KY	40505	(859) 270-7172
Barnie Cleaning Services, LLC	604 Morgan Hills Drive	Lexington	KY	40509	(859) 303-6929
Amazing Grace Cleaners, LLC	2854 Hanna Place	LEXINGTON	KY	40509	(240) 640-2396
KVP LLC	481 Chelsea Woods Drive	LEXINGTON	KY	40509	(859) 270-8369
Valuable African Women of Lexington	4508 Turtle Creek Way	LEXINGTON	KY	40509	(859) 230-8134
Holy Light Cleaning Service	628 Vonbryan Trace	LEXINGTON	KY	40509	(301) 549-9134
J.M. Cleaning Services, LLC	2825 Cherry Blossom Way	LEXINGTON	KY	40511	(859) 312-7481
Mikeaiden Cleaning and Janitorial Services, LLC	2831 Our Tibbs Trail	LEXINGTON	KY	40511	(859) 536-7853
Shakana Solutions, LLC	388 McConells Trace	LEXINGTON	KY	40511	(502) 234-8099
Noman Solutions, LLC	1032 Applecross Drive	LEXINGTON	KY	40511	(502) 337-4217
Garcia's Cleaning Services	2584 Michelle Park	LEXINGTON	KY	40511	(859) 382-3549
Agape Cleaning, LLC	140 Leatherwood Lane	LEXINGTON	KY	40511	(59) 536-2472
Vericlean LLC	1528 Leestown Rd	LEXINGTON	KY	40511	(849) 285-4796
Indomitable Cleaning, LLC	2521 Langstane Lane	LEXINGTON	KY	40511	(859) 537-1009
MM Cleaning LLC	112 Yamacraw Place	LEXINGTON	KY	40511	(207) 766-8271
Momba Cleaning LLC	112 Yamacraw Place	LEXINGTON	KY	40511	(207) 347-9316
Paradoxe Cleaning LLC	534 Hollow Creek Road	LEXINGTON	KY	40511	(207) 409-2986
Narkroy Janitorial Services	440 Woodview Drive	LEXINGTON	KY	40515	(859) 351-3270
Mabika Cleaning LLC	219 Patchen Drive	LEXINGTON	KY	40517	(859) 402-5449
Kingdarkuse Cleaning, LLC	249 East Reynolds ROad	LEXINGTON	KY	40517	(270) 317-7769
Sifa Janitorial LLC	3513 Sundart Drive	LEXINGTON	KY	40517	(859) 285-8758
Yasbeth Care Cleaning LLC	3303 Morhan Way	LEXINGTON	KY	40517	(859) 447-6365
Sam Pro Cleaning	3565 Tates Creek Road	LEXINGTON	KY	40517	(859) 519-9969
5S Crew, LLC	151 S Locust Hill Drive	LEXINGTON	KY	40517	(609) 356-9294
No Limit Cleaning Solutions, LLC	P O Box 2382	LOUISVILLE	KY	40201	(502) 712-7612
Ds Cleaning Company LLC	1602 Cedar Street	LOUISVILLE	KY	40203	(502) 744-5575
Genesis Cleaning, LLC	919 Hampshire Dr	LOUISVILLE	KY	40207	(502) 907-8663
KRB Cleaning Services, LLC	1839 Cypress Street	LOUISVILLE	KY	40210	(502) 807-8252
Lawrence Henton Darynell Mayes Cleaning LLC	3641 Greenwood Ave	LOUISVILLE	KY	40211	(502) 742-3175
Martinez Cleaning, LLC	4606 South 6th Street	LOUISVILLE	KY	40214	(502) 795-6477
MAXCLEANER LLC	7614 Aluma Lane	LOUISVILLE	KY	40214	(502) 299-4558
Dory Cleaning Services, LLC	1113 Hennepin Dr.	LOUISVILLE	KY	40214	(502) 408-8141
Torres Cleaning LLC	7626 Manslick Road	LOUISVILLE	KY	40214	(502) 202-5049
Sparkling Solution LLC	6412 Southside Drive	LOUISVILLE	KY	40214	(502) 341-9597
Melody Cleaning Services, LLC	7502 Yorktown Road	LOUISVILLE	KY	40214	(786) 334-9880
Tsquared Services LLC	463 Roberts Avenue	LOUISVILLE	KY	40214	(502) 681-4031
Chamizo Comercial Business, LLC	1412 Delmar Lane	LOUISVILLE	KY	40216	(502) 299-4150
Easy Way Cleaning LLC	5110 Graston Court	LOUISVILLE	KY	40216	(502) 291-2270
D & M Cleaning, LLC	4408 Sunflower Avenue	LOUISVILLE	KY	40216	(502) 298-6548
Hygienic Precision Cleaning, LLC	2318 Peaslee Road	LOUISVILLE	KY	40216	(502) 210-2634
Tellez Cleaning LLC	6211 Greenview Drive	LOUISVILLE	KY	40216	(502) 277-7194
D.L. Prunty	4308 Park A Place	LOUISVILLE	KY	40216	(502) 475-9351
In A Snap Cleaning, Inc	2231 Bradford Drive	LOUISVILLE	KY	40218	(502) 310-7130
GY Cleaning Services, LLC	3312 Moulton Lane	LOUISVILLE	KY	40218	(502) 751-0290

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Diamond Shine Mo, LLC	5601 Rdondo Circle	LOUISVILLE	KY	40218	(502) 295-7538
Cleaning ASAP, LLC	3809 Shepardsville Road	LOUISVILLE	KY	40218	(786) 728-1302
Cleaning & Beyond, LLC	3712 Nobitt Drive	LOUISVILLE	KY	40218	(502) 539-9178
DWAG Cleaning Service, LLC	3305 Indian Creek Court	LOUISVILLE	KY	40218	(502) 930-4210
Best Cleaning, LLC	3308 River Chase Court	LOUISVILLE	KY	40218	(502) 930-7744
Onroute Cleaning Service, LLC	4201 Buxton Drive	Louisville	KY	40218	(502) 773-8873
Dortiz Cleaning Service Specialist, Inc.	7815 Lariat Road	LOUISVILLE	KY	40219	(502) 235-8025
Xpress 360 Cleaning Services, LLC	5167 Jefferson Blvd.	LOUISVILLE	KY	40219	(502) 641-0572
ODESSA Cleaning Company	3608 Little John Court	LOUISVILLE	KY	40219	(502) 953-2051
Cleaning Break, LLC	6112 Bay Pine Drive	LOUISVILLE	KY	40219	502-345-95
Shine Cleaning Services, In	4202 Quiet Way	LOUISVILLE	KY	40219	(502) 525-6035
Infinity Cleaning, LLC	5004 Dreamers Way	LOUISVILLE	KY	40219	(502) 762-4567
Cleaning Solutions LLC	7205 Billie Lane	LOUISVILLE	KY	40219	(502) 417-7837
Sebastian Cleaning LLC	4706 Rossmoor Drive	LOUISVILLE	KY	40219	(502) 551-4157
Campos Cleaning Services, LLC	8708 Kings Lynn Ln.	LOUISVILLE	KY	40220	(502) 299-0279
Nela Cleaning Services, LLC	2602 meadow drive	LOUISVILLE	KY	40220	(502) 526-3638
Blanca's Cleaning Services LLC	4409 Landside Drive	LOUISVILLE	KY	40220	(502) 656-9745
Liriano's Cleaning LLC	3201 Silver Springs Drive	LOUISVILLE	KY	40220	(786) 694-9599
Castro Cleaning LLC	1300 Moonstone Way	LOUISVILLE	KY	40222	(502) 999-6507
JA Cleaning Service, LLC	9407 Black Powder Court	LOUISVILLE	KY	40228	(305) 979-3781
4 Ace Management, LLC	8007 Northern Spy Drive	LOUISVILLE	KY	40228	(502) 435-9301
Fresh & Cleaning Services LLC	6910 Sparky Way	LOUISVILLE	KY	40228	(786) 226-6752
MIKEDEL, LTD Co	6936 Norlynn Drive	LOUISVILLE	KY	40228	(502) 644-2606
J&R Cleaning LLC	8500 Braeburn Ridge Drive	LOUISVILLE	KY	40228	(502) 938-6094
Royal Cleaning LLC	8500 Braeburn Ridge Road	LOUISVILLE	KY	40228	(502) 931-1733
MJM Cleaning, LLC	5908 Bannon Crossings Drive	Louisville	KY	40228	(502) 271-8998
C & A Cleaning Services, LLC	11101 Pebble Trce	LOUISVILLE	KY	40229	(502) 298-8260
D-A-D Commercial Services, LLC	10000 McCrea Lane	LOUISVILLE	KY	40229	(502) 295-9483
Supreme Printing LLC dba Supreme Clean Services	10313 Arbor Oak Drive	LOUISVILLE	KY	40229	(502) 708-7172
Lopez Cleaning Service, LLC	9415 Tallridge Court	LOUISVILLE	KY	40229	(786) 488-9517
Diamond Cleaning Services, LLC	6903 Penn Creek Court	LOUISVILLE	KY	40229	(786) 383-9236
Imperial Cleaning Service	7903 Moss Creek Dr	LOUISVILLE	KY	40258	(404) 944-0719
Genesis Cleaning Service LLC	6810 Yazoo Street	LOUISVILLE	KY	40258	(502) 915-6437
Clean & Touch, LLC	4712 Braves Lane	LOUISVILLE	KY	40272	(502) 439-8544
J & Y Cleaning Service LLC	7102 Sun Valley Drive	LOUISVILLE	KY	40272	(786) 487-7291
Crystal Clear Clean LLC	13611 Kinross Blvd	LOUISVILLE	KY	40272	(502) 631-6224
Sparkling Shine, LLC	6844 Bardstown Road	LOUISVILLE	KY	40291	(502) 299-0283
JNY Cleaning Services, LLC	8809 Eli Drive	LOUISVILLE	KY	40291	(786) 310-9821
Blue Diamond Cleaning Services, LLC	5507 Hames Trace Road	LOUISVILLE	KY	40291	(786) 554-2968
Vazquez Limited Liability Company	9509 Candywood Lane	LOUISVILLE	KY	40291	(502) 975-9361
ES Super Cleaning LLC	7313 Wood Rock Road	LOUISVILLE	KY	40291	(308) 383-9077
MennAlv Cleaning LLC	9302 Fernhill Drive	LOUISVILLE	KY	40291	(786) 260-5598
D&J Cleaning Services, LLC	9800 Eli Court	Louisville	KY	40291	(502) 558-7470
Made Cleaning LLC	11818 Beacon Court	LOUISVILLE	KY	40299	(502) 615-2115
Chaffey Automated Medical Services LLC	3913 San Marcos Drive	Louisville	KY	40299	(502) 338-6249

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
CLS Services LLC	9102 Wendell Court	Louisville	KY	40299	(502) 909-8264
Lord Commercial Cleaning Services	14403 Signature Point Drive	LOUISVILLE	KY	40299	(502) 777-1453
Jones Janitorial Services, Inc	116 Fairfiled Drive	MOUNT STERLING	KY	40353	(859) 285-7985
Warren's Cleaning, LLC	116 Oak Run Drive	MOUNT WASHINGTON	KY	40047	(502) 416-5735
DLR Commercial, LLC	146 Harrison Court	Mount Washington	KY	40047	(502) 428-7283
Jayzhon's Cleaning, LLC	218 Green Street	NICHOLASVILLE	KY	40356	(859) 999-9999
SK Cleaning, LLC	101 Paige Drive	NICHOLASVILLE	KY	40356	(701) 541-3566
Top 2 Bottom Janitorial Services, LLC	4410 Vaneto Drive	SHIVELY	KY	40216	(502) 650-1788
Greg Pfaff LLC	1395 Hands Pike	SOUTH FORT MITCHEL	KY	41017	(859) 445-6614
Mejia Cleaning LLC	65 Bon Haven Avenue	WINCHESTER	KY	40391	(859) 684-2340
Versatile Cleaning LLC	12941 Wynell Drive	BAKER	LA	70714	(225) 718-0026
Evans Cleaning Service LLC	9556 Millerwood Creek Ct	BATON ROUGE	LA	70791	(225) 802-4988
Jay&Kay Janitorial LLC	1216 Timberside Drive	BATON ROUGE	LA	70806	(225) 229-5458
You Ring We Clean, LLC	11777 Nicholson Dr. Apt#418	BATON ROUGE	LA	70810	(225) 407-3457
Benny Stephens Enterprise LLC	6036 Mourning Dove Dr	BATON ROUGE	LA	70817	(225) 335-5201
U C Cleaning, LLC	30966 Creek Bend Ave.	DENHAM SPRINGS	LA	70726	(337) 578-5701
S&D Quality Cleaning Service LLC	12799 Catalpa Ave	DENHAM SPRINGS	LA	70726	(225) 588-9310
Alvin Daigs	109 Big Tree Blvd	GARYVILLE	LA	70051	(504) 331-2886
Kimball Services LLC	P.O. Box 3384	GRETNA	LA	70054	(504) 234-2631
Geaux CleanUp LLC	24288 South Ashland Pl S.	GRETNA	LA	70056	(504) 439-1784
Premier Prestige Janitorial Service LLC	17019 Jade Court	HAMMOND	LA	70403	(985) 687-5834
Premier Prestige Janitorial Service, LLC	17019 Jade Court, Apt. A	HAMMOND	LA	70403	(985) 687-5834
CKE Janitorial Sevice, LLC	4044 Post Drive	HARVEY	LA	70058	(504) 432-9237
S&A Family Cleaning Services LLC	1469 Dogwood Drive	HARVEY	LA	70058	(504) 266-8842
Jireh Cleaning Services, LLC	1930th 20th	KENNER	LA	70062	(832) 286-6697
Accurate Cleaning Solutions, LLC	PO Box 2239	KENNER	LA	70065	(504) 232-3335
Double L of LA, LLC	2223 E. Canterbury Dr.	LA PLACE	LA	70068	(504) 559-5533
Forever Services, LLC	359 South Pass Drive	LA PLACE	LA	70068	(504) 919-6104
Queen of Clean Cleaning Services, LLC	1531 Grant Drive Laplace	LA PLACE	LA	70068	(504) 217-4420
T & K Gary Enterprise, LLC	216 Gouaux Rd.	LAFAYETTE	LA	70507	(337) 714-9181
Vision Professional Cleaning Service, LLC	100 Wade Street Apt.#1	LULING	LA	70070	(504) 240-8613
GMC Cleaning, LLC	1205 Garden Rd.	MARRERO	LA	70072	(504) 563-2404
H&M Commercial Cleaning, LLC	2100 Bonnie Ann Drive	MARRERO	LA	70072	(504) 564-8538
M & J Cleaning Service, LLC	1632 Elizardi Boulevard	NEW ORLEANS	LA	70114	(504) 505-9567
W & M Enterprises, LLC	4636 Rosalia Dr.	NEW ORLEANS	LA	70127	(504) 607-2073
Vonderricks, LLC	9962 East Rockton Circle	NEW ORLEANS	LA	70127	(504) 952-3148
AMH Janitorial Services, LLC	900 1st Street	NEW ORLEANS	LA	70130	(504) 875-8881
Krimson and Kream Facility Services, LLC	3433 Timber Ridge Ct.	NEW ORLEANS	LA	70131	(504) 261-7643
Consistent Cleaning, LLC	3245 Hyman Place	NEW ORLEANS	LA	70131	(504) 441-8710
Chewy's Complete Cleaning LLC	1094 Andrew Dr.	PARKS	LA	70582	(337) 940-0154
D&S Janitorial LLC	PO Box 2472	RESERVE	LA	70084	(601) 341-2372
Gales Cleaning Services, LLC	1895 Rollingwood Drive	SAINT GABRIEL	LA	70776	(225) 246-5564
Platinum Plus LLC	1410 Bur Oak Drive	SAINT GABRIEL	LA	70776	(225) 776-8234
MCV Enterprise, LLC	134 Chantilly Lane	SLIDELL	LA	70458	(985) 640-1466
Jet Clean Enterprises, LLC	1202 Kings Row	SLIDELL	LA	70461	(985) 290-2832

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Aserius Cleaning Part II LLC	259 Emerling Dr.	SAINT LOUIS	MO	63121	(314) 363-1754
Bosnia Cleaning LLC	4278 Kay Lane Apt 1	SAINT LOUIS	MO	63123	(314) 585-9737
ILIA KOCI	833 Hi Crest Dr	SAINT LOUIS	MO	63125	(314) 445-4469
W R Home Improvement LLC	1111 Buckley Rd	SAINT LOUIS	MO	63128	(314) 974-6292
JUS Cleaning LLC	1074 Mona Dr	SAINT LOUIS	MO	63130	(314) 687-9798
All A's 4.0 Cleaning LLC	6104 Emerald	SAINT LOUIS	MO	63135	(314) 337-0109
CJ CLEANING LLC	230 Harrison ave	SAINT LOUIS	MO	63135	(314) 504-1631
A and L Cleaning LLC	630 Chambers Road	SAINT LOUIS	MO	63135	(314) 482-6371
GoCleen Cleaning Company LLC	9916 Hobbits Glen Court, Apt. B	SAINT LOUIS	MO	63136	(314) 585-0808
Clean Rod LLC	5548 Acme Ave	Saint Louis	MO	63136	(314) 354-4680
Simpson Cleaning Service LLC	1736 Crowly Dr	SAINT LOUIS	MO	63136	(314) 265-2503
Uniphied LLC	11145 Majorca Dr. Apt 3	SAINT LOUIS	MO	63137	(314) 685-5019
MICHELLE MARKS	1221 Forest Home Dr	SAINT LOUIS	MO	63137	(314) 702-3334
Live and Let Live Cleaning Company LLC	1525 Crossett Drive	SAINT LOUIS	MO	63138	(314) 850-8667
Superior Sista's Cleaning Services LLC	1119 Rhea Ave	SAINT LOUIS	MO	63138	(314) 255-6915
Aneisha's Cleaning Services, LLC	2062 Victory Way Lane	SAINT LOUIS	MO	63138	(314) 701-2167
Hunt Group LLC.	3282 January Ave Apt 5	SAINT LOUIS	MO	63139	(314) 441-2380
MKClean LLC	PO Box 20564	SAINT LOUIS	MO	63139	(314) 398-1812
Operations Cleaning LLC	5 Shagbark Court	Saint Peters	MO	63376	(314) 723-2611
Dirtless Cleaning LLC	8537 Kempland Place	UNIVERSITY CITY	MO	63132	(314) 363-3620
The Kleening Krew LLC	268 Wynstay Ave	VALLEY PARK	MO	63088	(314) 680-5511
So Fresh So Clean, LLC	2433 Linwood Drive	GAUTIER	MS	39553	(662) 816-2197
Dennis Cleaning Service LLC	3419 Wheeler Road	HERNANDO	MS	38632	(901) 244-9040
Henry Ashby	835 Lock Station Road	Marks	MS	38646	(662) 934-6644
Scales 9-24 Services LLC	7901 Alexander Crossing Drive	OLIVE BRANCH	MS	38654	(901) 736-7251
Kiera Medlock	10629 Oak Leaf Drive	OLIVE BRANCH	MS	38654	(901) 265-9299
Tony Hall	9317 Gee Gee	Olive Branch	MS	38654	(662) 420-2216
Arnold's Cleaning Service LLC	4744 WE Ross Parkway	SOUTHAVEN	MS	38671	(901) 436-9622
BRITT & ASSOCIATES LLC	180 Gray Squirrel Dr	ANGIER	NC	27501	(919) 417-1153
GOOD TO GO CLEANING SERVICES , LLC	165 Old Grove Lane	APEX	NC	27502	(919) 593-8016
CC COMMERCIAL CLEANING AND MAINTENANCE LI	320 Quiet Rock Drive	APEX	NC	27523	(954) 297-1606
H. DOREZ THOMAS	5980 Brittan Drive	BELEWS CREEK	NC	27009	(336) 462-7557
Lupis Cleaning Service, LLC	2545 Tryon Courthouse Rd	BESSEMER CITY	NC	28016	(704) 473-4192
Silver Swan Services, LLC	299 Meadwood Lane	BURNSVILLE	NC	28714	(828) 206-3906
Sharie's Cleaning Services LLC	806 East D. St	CHAPEL HILL	NC	27509	(919) 672-2653
Foster's Cleaning Service, LLC	500 West Trade Street	CHARLOTTE	NC	28202	(864) 384-8382
R.F.C Solutions, LLC	1039 Manston Place SW	CHARLOTTE	NC	28205	(803) 556-3572
Maring Maintenance Company, LLC	345 Sundial Lane, Apt E	CHARLOTTE	NC	28206	(980) 729-4260
Goshen International Business, LLC	2523 Daisy Moore Lane	CHARLOTTE	NC	28206	(980) 636-4966
A Touch of Royalty Kleening Services, LLC	2813 Lake Ave	CHARLOTTE	NC	28208	(704) 517-2867
The Gold Standard Cleaning Co.,LLC	1144 Skyview Rd.	CHARLOTTE	NC	28208	(704) 430-1892
Ross Commercial Services LLC	3135 Morning Dr.	CHARLOTTE	NC	28208	(704) 376-3872
YAD Enterprise, LLC	5816 Crossing King Drive	CHARLOTTE	NC	28212	(203) 909-9464
GSD Cleaning Services, LLC	5824 Crossing King Drive	CHARLOTTE	NC	28212	(704) 449-8182
JM Group, LLC	8836 Challenger Drive	CHARLOTTE	NC	28213	(704) 575-9816

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Ramesh Prasad	5807 N. Denver Avenue	Portland	OR	97217	(503) 806-5541
Juana Martinez dba Martinez Cleaning Service	5420 N. Missouri Ave	PORTLAND	OR	97217	(971) 409-3442
Sanzom LLC	11410 SW Greenburg Rd	Portland	OR	97223	(503) 410-2861
M & V Janitorial Services LLC	14218 SW 112th Ave	Portland	OR	97224	(503) 544-4958
JNP Janitorial LLC	12288 SW Fuji Ct	PORTLAND	OR	97224	(971) 344-9389
Joses Best Janitorial Services LLC	13685 NW Mill Creek Dr	PORTLAND	OR	97229	(503) 270-0380
J & M Janitorial LLC	13685 NW Mill Creek Drive	Portland	OR	97229	(503) 816-3206
Asentic Cleaning Services LLC	1616 NW 143rd Ave	Portland	OR	97229	(503) 367-4200
Forever Green Cleaning LLC	8366 SE Brooklyn St	PORTLAND	OR	97266	(503) 913-8107
Clean Hands LLC	1250 17th Street	SALEM	OR	97301	(503) 884-3586
J & A Cleaning Services LLC	1184 Norway St NE	SALEM	OR	97301	(503) 383-8586
Ortiz Janitorial Services, Inc.	2104 Woodhill Street NW	SALEM	OR	97304	(971) 239-6263
Lolas Cleaning Service LLC	5115 Lone Tree Court NE	SALEM	OR	97305	(503) 602-6460
Espinoza Cleaning Services LLC	4155 Lancaster Dr NE SPC 32	SALEM	OR	97305	(503) 990-0914
Best Option Cleaning Services LLC	685 Elma Avenue SE	SALEM	OR	97317	(503) 559-3866
Strong Hand Janitorial Building Services LLC	11757 SW Tiedeman Ave	TIGARD	OR	97223	(503) 964-8315
K&C Cleaning #1011	8870 SW Coral St	TIGARD	OR	97223	(503) 969-7168
Martin Service Janitorial LLC	9270 SW Maplewood Dr. Apt. T207	TIGARD	OR	97223	(503) 442-8137
DAMAC & ASSOCIATES CLEAN LLC	14670 SW Peak Court	TIGARD	OR	97224	(503) 933-9533
Juan Olguin	20012 SW Tillamook Ct	TUALATIN	OR	97062	(503) 544-2057
The Solution Professional Cleaners LLC	1086 Marylynn Way	WOODBURN	OR	97071	(503) 569-2411
Ruffin Preston dba The R.T. Preston Group	1429 White Owl Road	ABINGTON	PA	19001	(215) 298-2014
Cems EZ Cleaning, LLC	163 Gates Rd	ADAH	PA	15410	(724) 557-1326
RBS Cleaning & Moving, LLC c/o Ron Buitrago	891 Orchard Street	AKRON	PA	17501	(717) 368-0427
Bertell Cleaning Solutions	1603 Pinewind Drive	ALBURTIS	PA	18011	(484) 793-3280
Tyson's Cleaning L.L.C	412 Main Ave	ALIQUIPPA	PA	15001	(724) 498-5458
JJT Cleaning LLC	37 N 11th Street	ALLENTOWN	PA	18101	(973) 930-8123
4A Cleaner LLC	1042 W Tilghman Street	ALLENTOWN	PA	18102	(484) 719-8832
TWS Services LLC	2318 W Allen St	ALLENTOWN	PA	18104	(347) 206-5556
Ulloa Cleaning LLC	516 S. Ellsworth Street	ALLENTOWN	PA	18109	(646) 399-8594
MJB Cleaning Company	516 S. Ellsworth Street	ALLENTOWN	PA	18109	(484) 379-2780
Tyhi Foskey	121 Maplewood Ave	AMBRIDGE	PA	15003	(412) 377-8367
Donie Taylor Enterprise, LLC	1030 24th St.	BEAVER FALLS	PA	15010	(878) 313-8341
Rich & Clean, LLC	1110 4th Ave	BEAVER FALLS	PA	15010	(724) 614-4444
Kei Kleen LLC	2303 11th Avenue	Beaver Falls	PA	15010	(724) 846-6216
IKF CLEANING SOLUTIONS LLC	3812 Dresher Rd	BENSALEM	PA	19020	(215) 501-6058
Randi Beattie-Carter	5448 Elm Street	BETHEL PARK	PA	15102	(412) 491-3344
Memmu Clean Corp	3745 Fire Lane	BETHLEHEM	PA	18015	(484) 522-2558
Eco Helpers LLC	519 N Clewell St	BETHLEHEM	PA	18015	(484) 830-9508
All Around Building Maintenance LLC	2673 Nottiingham Road	BETHLEHEM	PA	18017	(484) 661-3350
N N&Y LLC	548 North Circle	BETHLEHEM	PA	18018	(484) 553-1026
JC Commercial Cleaning, LLC	5127 Coral Street	BLOOMFIELD	PA	15224	(412) 980-2998
Fresh Jeanie, LLC	520 Seddon Avenue	BRADDOCK	PA	15104	(412) 608-3255
Zeus Cleaners LLC	128 Amos Circle	BUSHKILL	PA	18324	(272) 200-8803
International Cleaning Company	623 Erford Road	CAMP HILL	PA	17011	(717) 317-6235

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Stumps Clean Team, LLC	1648 Cedar Cliff Drive	CAMP HILL	PA	17011	(717) 695-6388
R & D Cleaning Service, LLC	810 Fairview Road	CARLISLE	PA	17013	(717) 448-8115
MLR Services, LLC	1 Codorus Creek Court	CARLISLE	PA	17013	(717) 713-9443
Bopeto Service Corporation	170 Westpoint Drive	CARLISLE	PA	17013	(717) 839-7412
J&A LLC	27 Carter Place	CARLISLE	PA	17013	(717) 753-9488
Unforgettable Cleaning, LLC	1078 Apt O Rockledge Drive	Carlisle	PA	17015	(717) 585-7905
T & T Cleaning Services, LLC	8 Johns Road	CHELTENHAM	PA	19012	(267) 844-6564
K & T Cleaning LLC	111 West 21st Street	CHESTER	PA	19013	(856) 449-6679
All Elite Commercial Cleaning LLC	623 Newton Sq	CORAOPOLIS	PA	15108	(412) 657-9224
Chrissy Bs Custom Brands, LLC	411 Cedar Drive	CORAOPOLIS	PA	15108	(570) 280-5435
E. Murphy Enterprises LLC	318 Highland Ave	DARBY	PA	19023	(215) 516-9828
KMK Cleaning Solutions LLC	526 Cannelton Road	Darlington	PA	16115	(724) 371-7067
1 Stop AAA Cleaning LLC	118 Quarry Road	Delta	PA	17314	(717) 456-7240
Bro Cleanz, LLC	1339 Crestview Drive	DENVER	PA	17517	(717) 847-9788
Jani's Spotless Cleaning Service LLC	376 Avon Rd	DEVON	PA	19333	(610) 905-5915
Fresh Tekniques c/o Sharon Andrews	16 Glenview Circle	DILLSBURG	PA	17019	(717) 836-4232
PTAH Family Services LLC	535 McKean Ave	DONORA	PA	15033	(412) 689-0463
Johnson's Cleaning Solutions, LLC	2535 Brownstone Court	DOVER	PA	17315	(717) 712-8197
Wes's Property Management, LLC	1117 Kennedy Av	DUQUESNE	PA	15110	(412) 606-4396
First Class Cleaners, LLC	1308 Kennedy Ave	DUQUESNE	PA	15110	(412) 448-9126
Quality Essential Cleaning Solutions LLC	103 S 6th Street	DUQUESNE	PA	15110	(412) 818-4940
JC Family Enterprises, LLC	1118 Burn Av	DUQUESNE	PA	15110	(214) 924-1542
Wonderful World Cleaning LLC	562 Green St	DURYEA	PA	18642	(570) 407-2535
Martins Cleaning Enterprise, LLC	PO BOX #267	EAST BRADY	PA	16028	(724) 841-7984
Steel Shining Services, LLC	505 Franklin Street	EAST PITTSBURGH	PA	15112	(412) 414-3071
Desiree Lopez	1092 Bear Swamp Road	EAST STROUDSBURG	PA	18302	(347) 462-3517
Muniz Cleaning, LLC	41 C Skyview Drive	EAST STROUDSBURG	PA	18302	(570) 269-8972
Certified Office Cleaning, LlC	344 Cedar Park Blvd.	EASTON	PA	18042	(917) 687-0580
Cory Hicks	1345 Brian Ln	EFFORT	PA	18330	(484) 546-1464
Mclay's Cleaning Service LLC	637 W Newton Rd	ELIZABETH	PA	15037	(724) 309-0109
Emerald Cleaning Service, LLC	133 Ellsworth Ave	ELIZABETH	PA	15037	(412) 439-2347
First Take Cleaning, LLC	105 S Market St	ELIZABETHTOWN	PA	17022	(223) 281-5569
Dual Commercial Cleaning, LLC c/o Leonardo Montoya	85 Talon Drive	EPHRATA	PA	17522	(717) 419-6680
CleaningMax, LLC	22 Hilldale Drive	EPHRATA	PA	17522	(717) 466-4747
Flex Cleaning Services, LLC	114 Ashley Drive	EPHRATA	PA	17522	(717) 666-9409
Wrights Cleaning Services, LLC	245 Riverview Drive	EPHRATA	PA	17522	(717) 333-8188
Maria Bonilla	41 Agape Drive	EPHRATA	PA	17522	(717) 278-2310
C And J Commercial Cleaning LLC	9 Greeley Ave	ETNA	PA	15223	(412) 880-7441
L&M Elite Cleaning, Inc.	5042 Sequoia Ct	EXPORT	PA	15632	(412) 294-7054
Noel Cani	135 Trenton Road	FAIRLESS HILLS	PA	19030	(267) 888-1771
Reyna Cleaners, LLC	4890 Wunder Ave	FEASTERVILLE	PA	19053	(267) 343-2296
American Cleaning Service	3718 Northfield Drive	Gibsonia	PA	15044	(724) 444-8313
The Nartey Faith Cleaning Services LLC	216 Stratford Road	GLENOLDEN	PA	19036	(484) 424-2776
Fresh Clean Start LLC	110 Winslow Road	GREENSBURG	PA	15601	(412) 657-4242
T & K Cleaning Co.	157 Janyce Drive	Greensburg	PA	15601	(724) 836-7242

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Universal Service Enterprise, Inc.	130 Carlisle Street	Hanover	PA	17331	(717) 646-8080
Uranus Services Corporation	24 Winifred Drive	HANOVER	PA	17331	(717) 342-3624
Clear Vyew Cleaning LLC	1709 Susquehanna St	HARRISBURG	PA	17102	(717) 614-9008
All Points Covered , LLC	2428 Market Street	HARRISBURG	PA	17103	(717) 213-9743
Taylored Cleaning Solutions, LLC	2021 A Whitehall Street	HARRISBURG	PA	17103	(717) 557-9796
Wax on Wax Off Cleaning Services, LLC	2651 Walnut Street	HARRISBURG	PA	17103	(717) 954-4088
Griers Cleaning Company	225 N. 15th Street	HARRISBURG	PA	17103	(717) 678-5697
TLS & Family LLC	1847 North Street	HARRISBURG	PA	17103	(717) 623-1788
Trogers Janitorial LLC	1813 Whitehall Street	HARRISBURG	PA	17103	(717) 975-7848
Johnson Cleaning Services, LLC	1009 N 16th Street	Harrisburg	PA	17103	(717) 236-0000
Jackson Services LLC	1923 Bellevue Road	Harrisburg	PA	17104	(717) 608-1904
Jennings Commercial Cleaning Services, LLC	2468 Rudy Road	Harrisburg	PA	17104	(717) 379-7161
Gordon Cleaning Service, LLC	2600 Rudy Road	HARRISBURG	PA	17104	(717) 943-5713
L.O.L. Cleaning Services, LLC	3841 Wyatt Road	HARRISBURG	PA	17104	(717) 805-1991
Simply Spotless Commercial Cleaning, LLC	2134 Swatara St	HARRISBURG	PA	17104	(717) 554-1385
Clean Technician Janitorial Services LLC	1638 Naudain Street	HARRISBURG	PA	17104	(717) 379-9112
Jonsi Effect, LLC	2222 Berryhill Street	HARRISBURG	PA	17104	(717) 701-1771
QJ Services, LLC	3309 Ridgeway Rd	HARRISBURG	PA	17109	(717) 579-8474
N & K Commercial Cleaning, LLC	201 Clinton Road	Harrisburg	PA	17109	(717) 576-6908
W&M Cleaning LLC	4701 Berkley Street	HARRISBURG	PA	17109	(717) 649-7680
N&K Professional Services, LLC	3903 Donna Jane Court	HARRISBURG	PA	17109	(717) 571-5725
Flawless Cleaning Co., LLC	3947 Elmerton Avenue	HARRISBURG	PA	17109	(717) 999-3740
Fox's Commercial Cleaning LLC	216 S. Madison Street	HARRISBURG	PA	17109	(717) 980-4119
Blacks Janitorial Services, Inc.	254 Seneca Street	Harrisburg	PA	17110	(717) 230-8655
Green Bros Cleaning, LLC	3276 Vesta Lane	HARRISBURG	PA	17110	(717) 623-6224
Mr. Calvin Clean, LLC	406 Heister Rd	HARRISBURG	PA	17110	(717) 877-0706
GRYND Cleaning Services, LLC	2716 Linglestown Rd	HARRISBURG	PA	17110	(717) 903-9043
Skye's The Limit Cleaning Group, LLC	2320 Magnolia Terrace	HARRISBURG	PA	17110	(717) 562-8994
Dynasty Janitorial Services, LLC	1520 Pelham Rd	HARRISBURG	PA	17110	(717) 421-2150
Zamika Corportaion	3322 Jonagold Drive	HARRISBURG	PA	17110	(717) 421-9747
A-1 Professional Cleaning, LLC	4121 Beaufort Hunt Drive	HARRISBURG	PA	17110	(717) 736-5714
E&J Cleaning Services, LLC	1734 Bradley Drive	HARRISBURG	PA	17110	(717) 888-0410
J&J Cleaning Solutions LLC	2515 Alessandro Blvd	HARRISBURG	PA	17110	(717) 623-0768
Red's Commercial Cleaning Services, LLC	2605 Alessandro Blvd	HARRISBURG	PA	17110	(717) 300-9321
Fletcher KM Cleaning and Janitorial Services LLC	664 Radnor St	HARRISBURG	PA	17110	(717) 681-4078
Parsons All Purpose Cleaning Service Inc	307 Woodland View Court	HARRISBURG	PA	17110	(717) 350-4296
J & R Cleaning Service LLC	205 N Timber Drive	HARRISBURG	PA	17110	(717) 979-3385
Shirley Cleaning Service LLC	255 Sadleridge Drive	HARRISBURG	PA	17110	(717) 599-8552
T & K Janitorial	352 Worcester Avenue	Harrisburg	PA	17111	(717) 564-2425
Dream Team Janitorial, LLC	5807 Hidden Lake Drive	HARRISBURG	PA	17111	(717) 557-3738
K.A.L. Commercial Cleaning, LLC	595 Cardinal Drive	HARRISBURG	PA	17111	(717) 773-3825
Mihalo Cleaning Service, LLC	6237 Spring Knoll Drive	HARRISBURG	PA	17111	(717) 571-4542
Glo Cleaning Services c/o Katherine Saulters	7056 Woodsman Drive	HARRISBURG	PA	17111	(302) 399-8546
Goal Commercial Cleaning II, LLC	212 Kelso Street	HARRISBURG	PA	17111	(717) 580-5967
M & M's All In One Cleaning, LLC	1143 Amber Lane	HARRISBURG	PA	17111	(717) 342-8123

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Melenciano Corp	5071 Stacey Drive	HARRISBURG	PA	17111	(646) 714-8588
KMPESINO, Inc	5079 Pajabon Drive	HARRISBURG	PA	17111	(347) 667-9473
Aubrees Cleaning LLC	6293 Mifflin Avenue	HARRISBURG	PA	17111	(717) 649-5157
Bright Star Cleanings LLC	7681 Clearfield Street	HARRISBURG	PA	17111	(717) 425-1923
Surface Clean Janitorial Svc c/o Clarence Woods	533 Park Terrace	HARRISBURG	PA	17111	(717) 599-8005
S B Commercial Cleaning, LLC	1710 Fort Patton Drive	Harrisburg	PA	17112	(717) 379-4915
G Patterson Cleaning Co c/o George Patterson	3902 Smarty Jones Drive	HARRISBURG	PA	17112	(717) 265-6502
Ghost Duster Cleaning, LLC	390 Fresno Dr	HARRISBURG	PA	17112	(717) 877-8644
A Littles Cleaning Company	621 Lemar Ave	HARRISBURG	PA	17112	(717) 551-1585
Pombo Perfect Cleaning, LLC	4400 Linglestown Road	HARRISBURG	PA	17112	(717) 510-0222
2Seventeen Cleaning Services LLC	587 Highland Street	HARRISBURG	PA	17113	(717) 916-0035
Rag-Tag Team, LLC	348 B Friendship Ave	HELLAM	PA	17406	(233) 667-1946
Timeless Kreations LLC	37 Charles Street	HIGHSPIRE	PA	17034	(717) 602-1496
Fawah Cleaning LLC	2636 Armstrong Ave	HOLMES	PA	19043	(267) 961-8783
Dolores Fuller	237 W HAZEL WAY	HOMESTEAD	PA	15120	(412) 737-5387
Mena Bueno Group, LLC	3855 Blair Mill Rd	HORSHAM	PA	19044	(267) 266-7745
M&A Services Group LLC	3855 Blair Mill Road Apt 226-A	HORSHAM	PA	19044	(267) 367-1345
Spic and Span Cleaning Services, LLC	301 Pine Valley Drive	IMPERIAL	PA	15126	(412) 537-9616
D AND D Cleaning Solutions, LLC	912 Ellsworth Ave	JEANNETTE	PA	15644	(412) 588-0238
Keepen It Clean, LLC	729 Sherman Street	JOHNSTOWN	PA	15901	(814) 475-9101
David Saloka	1427 Linwood Avenue	JOHNSTOWN	PA	15902	(814) 269-4959
Rachael Sibilly	251 W. Dekalb	KING OF PRUSSIA	PA	19406	(267) 993-7860
J & H Precision Janitorial, LLC	1349 Glen Moore Circle	LANCASTER	PA	17601	(717) 327-8698
A.B.Contracts, LLC	401 Eden Road	LANCASTER	PA	17601	(717) 288-2308
Jireh Cleaning, LLC	606 Mayer Place	LANCASTER	PA	17601	(717) 917-1467
Amazinglee Clean LLC	921 Roherstown Road	LANCASTER	PA	17601	(717) 344-1873
Clear Reflection Cleaning LLC	1526 Swarr Run Road	LANCASTER	PA	17601	(717) 271-6207
Millennium Touch Cleaning, LLC	993 Pinetree Way	LANCASTER	PA	17601	(717) 471-4011
IVHRR Services, LLC	611 E. Chestnut Street	LANCASTER	PA	17602	(717) 413-5917
Unik Cleaning Service, LLC	42 Lepore Drive	LANCASTER	PA	17602	(717) 681-7000
ODAA Commercial Cleaning, LLC	701 Euclid Avenue	Lancaster	PA	17603	(717) 207-0248
Abel & Kersen, Inc	436 West Vine Street	LANCASTER	PA	17603	(717) 693-9040
God's Time LLC	254 Brenneman Rd	LANCASTER	PA	17603	(717) 617-3196
The Cleaning Company Inc.	P.O. Box 7423	Lancaster	PA	17604	(717) 330-5716
J & K Cleaning Crew, LLC	11 South 2nd Street	LEMOYNE	PA	17043	(717) 557-7941
Candy Bells Cleaning Service by A&T LLC	543 Herman Avenue	LEMOYNE	PA	17043	(717) 980-4111
SP's SUPERB CLEANING LLC	930 Marion Ct	LEVITTOWN	PA	19055	(267) 266-9438
Isaiah61 LLC	70 Junewood Drive	LEVITTOWN	PA	19055	(267) 393-2113
Vonny Enterprise Inc.	1970 Veterans Highway	LEVITTOWN	PA	19056	(215) 870-9452
Immaculate Touch Cleaning Services LLC	79 Gridiron Rd	LEVITTOWN	PA	19057	(610) 809-5385
Hancock Cleaning Services, LLC	542 West 2nd Avenue	LITITZ	PA	17543	(717) 940-4235
Sonya Cleaning Service, LLC	510 Spring Avenue	LITITZ	PA	17543	(717) 615-1961
Laruso Cleaning Services LLC	1606 Ivy Hill Rd	LYNNEWOOD GARDEN	PA	19150	(484) 862-6498
PRO Cleanse, LLC	430 Hykes Mill Road	MANCHESTER	PA	17345	(717) 309-3012
King & Queen Services, LLC	196 N. Laurel St..	MANHEIM	PA	17545	(717) 278-5439

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
A & T Cleaning Service	P. O. Box 168	MARYSVILLE	PA	17053	(717) 577-2837
MKW Commercial Cleaning, LLC	5 Bench Drive	MCKEES ROCKS	PA	15136	(412) 482-8937
Armani Cleaning, LLC	122 9th St	MCKEES ROCKS	PA	15136	(412) 641-0991
Junior Kardor dba QJuku Cleaning Service	1140 RACE STREET	MCKEES ROCKS	PA	15136	(412) 330-8227
Yahnays, LLC	2015 Duquesne Ave	MCKEESPORT	PA	15132	(412) 894-6454
Enhanced Cleaning, LLC	6430 Creekbend Drive	MECHANICSBURG	PA	17050	(717) 623-1557
J&A Cleaning, LLC	1620 Mendenhall Drive	Mechanicsburg	PA	17050	(717) 975-2036
Wagley Cleaning Corporation	2162 Canterbury Drive	MECHANICSBURG	PA	17055	(315) 480-8427
Sparkle and Shine Commercial Cleaning Services, LLC	2100 Market Street	MIDDLETOWN	PA	17057	(717) 982-3360
Kleansly Kleaners LLC	1 Cottonwood Building	MIDDLETOWN	PA	17057	(717) 589-5887
FADWA LLC	27 Theodore Avenue	MIDDLETOWN	PA	17057	(717) 379-4748
Right Way Cleaning Services, LLC	335 Shady Av	MONESSEN	PA	15062	(724) 518-0309
Tru Perfection Commercial Cleaning Services, LLC	113 ARALIA DRIVE	MONROEVILLE	PA	15146	(412) 224-0844
JTS Cleaning LLC	519 Sunnyfield Street	MONROEVILLE	PA	15146	(412) 980-4193
JT Precise Cleaning LLC	480 Abbey Drive	MOUNT WOLF	PA	17347	(717) 257-0971
MJB Cleaners, LLC	127 West Virginia Ave	MUNHALL	PA	15120	(412) 696-2513
23 Cleaning, LLC	707 E 13th Ave	MUNHALL	PA	15120	(412) 716-6890
AJ & M Pro Cleaning, LLC	169 Gardlock Ct	NEW KENSINGTON	PA	15068	(412) 867-0194
Shad Lewis Henderson	404 Lynn Ann Drive	NEW KENSINGTON	PA	15068	(412) 657-8532
Elips 2022 LLC	1 Radnor Drive	NEWTOWN SQUARE	PA	19073	(484) 475-5143
E-Tran Associates, LLC	700 Astor Street	NORRISTOWN	PA	19401	(484) 995-6323
Webb Janitorial Services LLC	617 E. Elm Street	NORRISTOWN	PA	19401	(610) 457-2628
Darlene Saunders	14 Lincoln Avenue	NORRISTOWN	PA	19401	(484) 751-2564
Calvin Glover Janitorial Services, Inc	59 Centre Ave	NORRISTOWN	PA	19403	(610) 716-1998
HR Quality Cleaning, LLC	319 Arlington Av	NORTH VERSAILLES	PA	15137	(412) 721-7965
COO Enterprises LLC	921 West Bury Road	North Versailles	PA	15137	(412) 427-5212
The New White Glove Cleaning, LLC	213 Cheswick Dr	NORTH WALES	PA	19454	(267) 235-7346
2 R Perfection Commercial Cleaning LLC	120 Wilder Way	NORTH WALES	PA	19454	(267) 949-7030
Wingo Cleaning Service LLC	129 S Main Street #6	NORTH WALES	PA	19454	(267) 680-6091
Mobiltize LLC	604 Durton Dr	PENN HILLS	PA	15235	(412) 853-7808
Leave It Up 2 Us Cleaning LLC	3966 Wyalusing Avenue	PHILADELPHIA	PA	19104	(267) 257-4275
Elijah's Cleaning Solution LLC	639 Fanshawe Street	PHILADELPHIA	PA	19111	(215) 715-7368
Down & Dirty Cleaning Experts LLC	2201 Tremont Street	PHILADELPHIA	PA	19115	(835) 204-6591
Enea Qirici	401 Maple Avenue	PHILADELPHIA	PA	19116	(267) 475-9578
Vangjel Shore	1023 Gorman Street	PHILADELPHIA	PA	19116	(215) 342-8076
George's Cleaning, LLC	14018 Erwin St.	PHILADELPHIA	PA	19116	(267) 339-4428
J&K Top To Bottom Cleaner Inc	13451 Philmont Ave Apt B33	PHILADELPHIA	PA	19116	(267) 516-8723
Chores Cleaning Company	7800 Senton Ave Apt 204	PHILADELPHIA	PA	19118	(267) 394-5207
Cleaning the Wright Way LLC	229 E Walnut Park Dr	PHILADELPHIA	PA	19120	(215) 668-9450
Kat's Quality Cleaning Service LLC	4549 Tampa Street	PHILADELPHIA	PA	19120	(215) 964-0027
Clean Aroma LLC	5218 D street	PHILADELPHIA	PA	19120	(267) 270-9049
Prestige Service Group LLC	4648 Ella Street	PHILADELPHIA	PA	19120	(267) 665-9793
Shine Services Group LLC	4941 Rosehill Street	PHILADELPHIA	PA	19120	(215) 416-5035
J.R. Premium Cleaning LLC	324 E Albanus St	PHILADELPHIA	PA	19120	(215) 869-0718
KSB40, LLC	2338 W.Turner St.	PHILADELPHIA	PA	19121	(215) 303-8815

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
So So Clean LLC	1812 West Thompson Street	PHILADELPHIA	PA	19121	(215) 300-6618
Mary J Cleaning Company	1712 N 16th Street	PHILADELPHIA	PA	19121	(267) 624-5988
S & N Cleaning Service, LLC	5313 Sylvester St	PHILADELPHIA	PA	19124	(267) 338-7034
KAK Just Like New Cleaning Crew LLC	927 E Sanger Street	PHILADELPHIA	PA	19124	(215) 964-8745
Double R Cleaning Service LLC	956 Anchor St	PHILADELPHIA	PA	19124	(267) 241-4539
GS Commercial Services Group LLC	3938 J St	PHILADELPHIA	PA	19124	(215) 776-6871
Let Gaddy Clean it L.L.C.	1808 73rd Avenue	PHILADELPHIA	PA	19126	(267) 872-3088
Tibby Cleaning LLC	300 Parker Ave,	PHILADELPHIA	PA	19128	(484) 681-0209
Magnificent Cleaning Service LLC	847 Perkiomen Street	PHILADELPHIA	PA	19130	(267) 738-9427
Maurice Blackston	2128 W. Cambria Street	Philadelphia	PA	19132	(215) 294-0427
O&C Cleaning Company	7123 Edmund Street	PHILADELPHIA	PA	19135	(267) 694-2757
Turtle on the move, LLC	4423 Disston St	PHILADELPHIA	PA	19135	(215) 776-3775
American Cleaning Consultants LLC	3427 Tudor St	PHILADELPHIA	PA	19136	(215) 980-1595
Big Dog Cleaning Company	7229 Forrest Avenue	PHILADELPHIA	PA	19138	(215) 594-9856
Davis & Bilal's Cleaning Service LLC	6327 N 21st Street	PHILADELPHIA	PA	19138	(215) 800-6361
B W Janitorial LLC	6552 N Uber Street	PHILADELPHIA	PA	19139	(267) 972-3976
Top Priority Solutions LLC	4041 Old York Rd	PHILADELPHIA	PA	19140	(215) 987-9713
Ihsanul Pervez, LLC	1050 Wagner Ave.	PHILADELPHIA	PA	19141	(267) 467-8887
Nelson's Cleaning, LLC	6144 N. Warnock St.	PHILADELPHIA	PA	19141	(267) 650-6227
Abu Enterprise LLC	1547 Champlost Ave	PHILADELPHIA	PA	19141	(267) 226-9978
BROWNS CLEANING SERVICE GROUP LLC	4828 N. Camac Street	PHILADELPHIA	PA	19141	(267) 979-2522
NRS Cleaning, LLC	1921 South 69th Street	PHILADELPHIA	PA	19142	(215) 724-5945
L & R Cleaning LLC	5228 Delancey Street	PHILADELPHIA	PA	19143	(215) 789-5047
Flawless Cleaning Services LLC	4927 Walton Ave	PHILADELPHIA	PA	19143	(267) 226-4538
S & K Royal Cleaning Services LLC	5555 Angora Terr	PHILADELPHIA	PA	19143	(267) 216-6651
Clean Well By Boswell LLC	5910 Walton Ave	PHILADELPHIA	PA	19143	(267) 206-3905
Shelley's Cleaning Services LLC	5829 Windsor Avenue	PHILADELPHIA	PA	19143	(215) 724-1199
Ultimate Cleaning LLC	760 South 51st Street	Philadelphia	PA	19143	(267) 466-9521
Keen Eye LLC	1340 S. Ringgold Street	PHILADELPHIA	PA	19146	(267) 266-7018
Philadelphia Independent Enterprise, Inc.	933 E. Dorset Street	PHILADELPHIA	PA	19150	(267) 283-5575
SetRealty LLC	925 E McPherson Street	PHILADELPHIA	PA	19150	(267) 977-6294
Eric Johnson	6354 Haverford Avenue	PHILADELPHIA	PA	19151	(215) 474-3643
Cherieo LLC	832 Kenmore Road	PHILADELPHIA	PA	19151	(773) 527-8298
Superb Cleaning Solutions LLC	7443 Brockton Rd	PHILADELPHIA	PA	19151	(215) 221-4222
AAR Cleaning, LLC	2833 Welsh Rd	PHILADELPHIA	PA	19152	(267) 968-9316
X-Clean Inc.	8169 Lister St	PHILADELPHIA	PA	19152	(215) 868-7292
Clean World Cleaning Company	8513 Algon Avenue	PHILADELPHIA	PA	19152	(267) 518-7381
M. Williams Enterprises LLC	8414 Gibbs Place	PHILADELPHIA	PA	19153	(215) 715-2128
Queen Lane Cleaning LLC	12036 Alberta Drive	PHILADELPHIA	PA	19154	(267) 269-3386
Fresh Cleaning Solutions, LLC	428 Springwood Drive	PITTSBURGH	PA	15147	(412) 607-2434
Z.I.G. Enterprises, LLC	103 Elena Court	PITTSBURGH	PA	15201	(412) 436-6432
DMT Restoration, LLC	833 Jackman Ave	PITTSBURGH	PA	15202	(412) 538-8869
In & Out Super Cleaners, LLC	65 N Jackson Avenue	PITTSBURGH	PA	15202	(412) 872-7892
Lamont T Joiner Jr.	3 Afton Street	Pittsburgh	PA	15205	(412) 482-8329
DCLs Cleaning LLC	1432 Oberlin Street	PITTSBURGH	PA	15206	(412) 584-2340

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
JET Cleaning, LLC	6457 Stanton Avenue	Pittsburgh	PA	15206	(412) 363-5537
Datz Turner LLC	6965 Frankstown Ave	PITTSBURGH	PA	15208	(412) 499-0995
Clean Carina , LLC	176 Martha Ave	PITTSBURGH	PA	15209	(412) 519-5334
Totally Immaculate, LLC	21 Minooka Street	PITTSBURGH	PA	15210	(412) 439-5611
Mars Cleaning Services, LLC	305 Wilbur St.	PITTSBURGH	PA	15210	(412) 583-0044
DM Ultimate Solutions LLC	460 Norton Street	PITTSBURGH	PA	15211	(412) 377-9311
MSW Cleaning Service, LLC	2700 Shadeland Avenue Apt. 1	PITTSBURGH	PA	15212	(412) 515-4021
All Things Clean Commercial and Residential, LLC	1405 Beckham St	PITTSBURGH	PA	15212	(412) 865-8320
D1 Cleaning, LLC	3538 Caalifornia Avenue	PITTSBURGH	PA	15212	(412) 498-2161
Cavan A Jones dba The Joneson Cleaning Company	1009 Grand Avenue	PITTSBURGH	PA	15212	(412) 818-6329
MMG Cleaning Services, LLC	305 Elsdon Street	PITTSBURGH	PA	15214	(412) 377-8277
CIDS LLC	112 Lafayette Ave	PITTSBURGH	PA	15214	(412) 712-2770
ML Maintenance LLC	203 Perryview Ave	Pittsburgh	PA	15214	(412) 916-7991
Tennysons Solutions, LLC	2226 Hawthorne Ave.	PITTSBURGH	PA	15218	(412) 628-7314
Aramat Cleaning,LLC	2444 Woodstock Ave	PITTSBURGH	PA	15218	(412) 915-5192
Certified JNS LLC	910 Cherokee St	PITTSBURGH	PA	15219	(412) 683-9383
CAS Superior Services, LLC	2269 Bedford Ave	PITTSBURGH	PA	15219	(412) 509-7416
Lewis & Gold, LLC	803 Finland Street	PITTSBURGH	PA	15219	(412) 680-0039
Lecole Enterprises, LLC	614 Francis Ct	PITTSBURGH	PA	15219	(412) 758-0354
Steel Vikings LLC	605 Wandless Street	PITTSBURGH	PA	15219	(412) 944-3766
Emma Mae Cleaning Service LLC	1333 Laketon Rd	PITTSBURGH	PA	15221	(412) 371-6156
Fresh One Enterprises, LLC	8220 Perchment St.	PITTSBURGH	PA	15221	(412) 969-7437
Worthy Cleaning Services, LLC	1422 Elm Street	PITTSBURGH	PA	15221	(412) 708-1564
Giants Services, LLC	1136 South Av	PITTSBURGH	PA	15221	(412) 703-8147
Fresh Operations, LLC	555 Shelbourne Ave	PITTSBURGH	PA	15221	(412) 518-7476
Mason and Mason Commercial Cleaning Company	545 Ardmore	PITTSBURGH	PA	15221	(412) 932-5123
TLW Cleaning Solutions, LLC	1345 Marlboro Ave	PITTSBURGH	PA	15221	(412) 596-2740
T's Cleaning Service, LLC	927 Stevendale Drive	PITTSBURGH	PA	15221	(412) 371-0279
Spears Enterprise LLC	555 Shelbourne Ave	PITTSBURGH	PA	15221	(412) 773-4786
Rays Commercial Cleaning LLC	741 Singer Place	Pittsburgh	PA	15221	(412) 496-9316
KKTH Cleaning Co., LLC	1317 Woodlawn Street	Pittsburgh	PA	15221	(412) 537-4274
Shay Anthony Quality Painting and Handyman Service, LLC	741 Fordham Ave	PITTSBURGH	PA	15226	(412) 320-1220
Gold Star Cleaning Solutions LLC	2333 Glenarm Ave	PITTSBURGH	PA	15226	(412) 475-3382
Mike Ackaoui, Inc.	2342 Birtley Avenue	PITTSBURGH	PA	15226	(412) 327-5967
D&T and Co. LLC	1610 Loretta Dr	PITTSBURGH	PA	15235	(412) 294-7488
Mayne Cleaning, LLC	67 Rushmore Drive	PITTSBURGH	PA	15235	(412) 378-3163
A & A Turner Enterprise, LLC	247 Idlewood Road	PITTSBURGH	PA	15235	(412) 513-3756
LWWY Enterprise, LLC	1737 Williamsburg Pl.	PITTSBURGH	PA	15235	(412) 855-6891
Hardeman Enterprises, LLC	311 LENNOX DRIVE	PITTSBURGH	PA	15235	(412) 853-7979
PSD Elite Cleaning Services, LLC	3137 Hebron Dr.	PITTSBURGH	PA	15235	(412) 853-7010
Dee and Nee Cleaning, LLC	159 Saylong Dr.	PITTSBURGH	PA	15235	(412) 580-4619
G Tower Cleaning, LLC	200 Knickerbocker Avenue	PITTSBURGH	PA	15235	(412) 999-7986
Odessa Enterprises LLC	413 Guylyn Drive	PITTSBURGH	PA	15235	(412) 808-8760
A N A Cleaning Associates, LLC	1400 Universal Road	PITTSBURGH	PA	15235	(412) 625-3739
DBD Cleaning Solutions, LLC	267 Universal Rd	PITTSBURGH	PA	15235	(412) 923-9675

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Mel & More's Management LLC	8905 Frankstown Avenue	PITTSBURGH	PA	15235	(412) 304-5414
Tuckers Professional Cleaning LLC	911 Cimarron Dr	PITTSBURGH	PA	15235	(412) 657-8952
Properties By DRL, LLC	196 Colonial Village Drive	PITTSBURGH	PA	15235	(412) 537-4989
Gwendolyn Lipford	342 Bryant dr	PITTSBURGH	PA	15235	(412) 403-2877
N and E Enterprise, Inc.	402 Collins Drive	PITTSBURGH	PA	15235	(412) 607-1154
Nate's Cleaning Service, LLC	3714 Henley Drive	PITTSBURGH	PA	15235	(412) 377-3832
JJ & PJ Services LLC	8 Frankwood Rd	PITTSBURGH	PA	15235	(412) 592-2438
Jami & Dul's Cleaning Service, LLC	207 Richland Dr	PITTSBURGH	PA	15235	(412) 515-4660
Al Bagnato Enterprise, LLC	210 Mc Farlane Drive	Pittsburgh	PA	15235	(412) 242-0046
MABF Cleaning LLC	440 Long Road	PITTSBURGH	PA	15235	(412) 377-1018
Erin Potter	329 Whittier Drive	Pittsburgh	PA	15235	(412) 951-5916
Keith A. Pelmon Jr.	420 Guylyn Drive	Pittsburgh	PA	15235	(412) 897-9574
Lamar R. Jones	511 Cresthaven Drive	Pittsburgh	PA	15239	(412) 609-3308
Gracelyn Cleaning Services LLC	149 Elm Street	READING	PA	19601	(484) 855-9541
BCS Solutions LLC	205 Oley St	READING	PA	19601	(240) 906-0927
Blue Swan Commercial Cleaning, LLC	2260 Alsace Road	READING	PA	19604	(267) 574-6307
Ethavon, LLC	825 Victoria Drive	RED LION	PA	17356	(717) 940-6049
Raymond Toborkey	110 Wanda Way	Sarver	PA	16055	(724) 272-6097
ROSA Services LLC	1435 Elizabeth St	SCRANTON	PA	18504	(570) 998-1234
Natewulu Cleaning Services LLC	83 Frances Avenue	SHARON HILL	PA	19079	(267) 973-3966
Benedicat Cleaning LLC	230 Nicole Way	SINKING SPRING	PA	19608	(484) 797-9009
Bus and Virge Cleaning , LLC	1819 Renee Dr	SOUTH PARK	PA	15129	(412) 452-0514
Triple S Spray and Cleaning LLC	205 Becca Lane	STROUDSBURG	PA	18360	(646) 338-0872
Environmental Touch, LLC	7337 Burton Street	SWISSVALE	PA	15218	(412) 251-1997
Komplete Commercial and Residential Kleaning LLC	1627 Nevada Street	SWISSVALE	PA	15218	(412) 670-2469
Tony Dow, Sr.	1373 Kilmer Road	TOBYHANNA	PA	18466	(570) 894-5267
DIAMOND A-1 SERVICES, LLC	223 Adrian Ave	TRAFFORD	PA	15085	(412) 712-6155
EM Environmental Services, LLC	913 Locust St	TURTLE CREEK	PA	15145	(412) 908-9821
Starr Cleaning Services LLC	212 Kenyon St, Apt. 212	TURTLE CREEK	PA	15145	(412) 965-5552
Robin L. Phillips	1316 Center Street	TURTLE CREEK	PA	15145	(412) 223-6581
B&V Maintenance LLC	262 Wembly Road	UPPER DARBY	PA	19082	(215) 688-7858
Evans Commercial Cleaning LLC	6926A Ruskin Lane	UPPER DARBY	PA	19082	(610) 597-5731
Done with a Smile Services, LLC	1300 Village Dr	UPPER SAINT CLAIR	PA	15241	(412) 295-6228
LTT Cleaning Services, LLC	5736 Brinley Drive	VERONA	PA	15147	(412) 841-6750
Moez Cleaning Service, LLC	464 South Ave	VERONA	PA	15147	(412) 996-5339
Fresh Finish LLC	120 Selvin Drive	VERONA	PA	15147	(412) 243-2486
Durham Commercial Cleaning LLC	302 Arbor Lane	Verona	PA	15147	(412) 623-9838
Quick N Clean Maintenance & Sanitation LLC	1 Madison Ave	WARMINSTER	PA	18974	(267) 980-8921
Edgard Hermes dba Hermes Cleaning Service	1403 Cotswald Court	WEST CHESTER	PA	19382	(610) 356-1589
DLR Environmental Services, LLC	1 Smiths Lane	WEST MIFFLIN	PA	15122	(412) 733-8283
City Wide Janitorial Services, LLC	704 School Street	WEST MIFFLIN	PA	15122	(412) 901-4724
M & G Innovations, LLC	467 Diller Ave	WEST MIFFLIN	PA	15122	(412) 327-7351
J & J Cleaning Service LLC	1710 Macarthur Rd Suite 136	WHITEHALL	PA	18052	(973) 932-2179
Top Notch Cleaning Crew, Inc.	1408 Robert Street	Whitehall	PA	18052	(610) 633-7389
F4 Cleaning Service, LLC	341 Marguerite Ave	WILMERDING	PA	15148	(412) 980-5014

© 2024 Coverall North America, Inc.

Operating Franchisee	Street Address	City	State	Zip	Phone
Dantzler & Associates Cleaning Services LLC	1672 E. Thistle Dr.	WYOMISSING	PA	19610	(484) 769-3082
Cranks Professional Cleaning Services	18 South George Street	YORK	PA	17401	(717) 701-6506
The Kleen Pro	4155 Woodlyn Terrace	YORK	PA	17402	(717) 840-9613
Sofia Cleaning Service	3255 Taunton Drive	York	PA	17402	(717) 840-8697
R & D Top Quality, LLC	2718 Equestrian Drive	YORK	PA	17402	(717) 542-3033
M-E Cleaning LLC	1428 1st Avenue	YORK	PA	17403	(347) 604-3262
Good Evening Cleaning Services, :LLC	3070 Ferree Hill Rd	YORK	PA	17403	(717) 495-0286
B & G Cleaning, Inc	2164 Bentley Lane	YORK	PA	17404	(717) 683-6809
Rason Cleaning Company, LLC	1404 W. King Street	YORK	PA	17404	(347) 581-7960
Salgados LLC	1336 W. Philadelphia Street	YORK	PA	17404	(787) 646-1840
Banks and Company LLC	401 Piedmont Circle	YORK	PA	17404	(717) 781-0080
A ladyz Empowering Clean LLC	2724 Lewisberry Road	YORK	PA	17404	(717) 495-7388
Flores Cleaning, LLC	560 White Church Rd	YORK SPRINGS	PA	17372	(717) 412-8079
Correia LLC.	365 Hunt Street	CENTRAL FALLS	RI	02863	(401) 744-7605
Flourish Cleaning LLC	21 Phoenix Street	CENTRAL FALLS	RI	02863	(401) 855-1949
Clinton Trading and Services Inc.	50 Beachmont Avenue	CRANSTON	RI	02905	(401) 935-1921
IV Cleaning, LLC.	317 Northrup Street	Cranston	RI	02905	(401) 965-6285
Kiriaki Enterprises LLC.	PO Box 8478	CRANSTON	RI	02920	(401) 225-6889
New England Cleaning Inc.	53 North Hull Street	EAST PROVIDENCE	RI	02914	(401) 919-0082
Gloria Angulo LLC.	148 Woodward Avenue	EAST PROVIDENCE	RI	02914	(401) 288-7370
Jbc, LLC.	60 Cahoone Road	GREENE	RI	02827	(401) 203-6409
P.F. Cleaning Services, LLC.	1650 Douglas Avenue Apt. 1305	NORTH PROVIDENCE	RI	02904	(401) 286-5926
Royal Cleaning Concepts, LLC.	1 Tanglewood Lane	North Providence	RI	02904	(401) 258-0463
Jack & Trude Expert Cleaners LLC.	47 West Cole Street	PAWTUCKET	RI	02860	(401) 288-7076
Shining Star Cleaning Company, LLC.	5 Larch Street	Pawtucket	RI	02860	(401) 301-2407
Joaquim Pinto	100 Hobson Avenue	PAWTUCKET	RI	02860	(401) 359-2484
Ko-an Super Services, LLC.	PO Box 3085	Pawtucket	RI	02861	(401) 663-3511
Sea Star Janitorial Service Inc.	47 Mount Vernon Blvd.	PAWTUCKET	RI	02861	(401) 823-8770
W & F Construction Company, LLC	19 Algonquin Street	PROVIDENCE	RI	02907	(401) 572-1863
Musset Cleaning LLC	31 Cumerford Street	PROVIDENCE	RI	02909	(401) 277-0527
Charlys Cleaning Services LLC.	276 Killingly Street	PROVIDENCE	RI	02909	(401) 658-6316
Vascianna American Cleaner LLC	27 Salmon Street Apt 4	PROVIDENCE	RI	02909	(860) 461-2649
Marvins Cleaning Service, LLC.	PO Box 40727	Providence	RI	02940	(401) 533-9544
DaRosa Cleaning LLC	80 Lakeside Street	RIVERSIDE	RI	02915	(401) 536-2396
J & P Cleaning, LLC.	12 Fairway Drive	TIVERTON	RI	02878	(774) 488-7279
JS Building Systems Inc.	222 Jefferson Boulevard	WARWICK	RI	02888	(774) 955-7865
M.P. Cleaning Co. Inc.	15 Ponderosa Drive	WEST WARWICK	RI	02893	(401) 615-1757
Drummond Services LLC	340 Stonewood Crossing Dr	BOILING SPRINGS	SC	29316	(864) 340-9338
Hall's Cleaning Service LLC	1509 Lowry's Highway	CHESTER	SC	29706	(803) 374-9400
Longa Services, LLC	1023 Wylie Springs Circle	CLOVER	SC	29710	(781) 401-0969
Hammond Cleaning Services	821 Tremont Avenue	COLUMBIA	SC	29203	(803) 691-9603
Provision Facility Management Services, LLC	36 Cleyera Court	COLUMBIA	SC	29229	(803) 736-8304
Americlean Cleaning Specialist, LLC	355 High Falls Drive	CONWAY	SC	29526	(864) 245-2889
KTZ Services, Corp	1173 Avent Drive	Fort Mill	SC	29708	(704) 252-4911
Roman Empire Cleaning, LLC	215 Duncan Chapel Rd	GREENVILLE	SC	29617	(860) 374-8615

© 2024 Coverall North America, Inc.

EXHIBIT F

LIST OF CEASED-OPERATING FRANCHISEES

THE NAME AND LAST KNOWN HOME ADDRESS AND TELEPHONE NUMBER OF EVERY FRANCHISEE WHO HAS HAD A FRANCHISE TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT DURING THE FISCAL YEAR ENDED DECEMBER 31, 2023 OR WHO HAS NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE DISCLOSURE DOCUMENT ISSUANCE DATE.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

N.G.T. CORPORATION
FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELLED, NOT RENEWED OR OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS
FROM JANUARY 1, 2023 TO DECEMBER 31, 2023

Company	Address	City	State	Zip	Phone
BALTIMORE SUPPORT CENTER					
Alpine Cleaning Services, Inc.	1631 Northwick Road	Baltimore	MD	21218	(410)218-7825
Adam Ben,LLC	10004 Hillgreen Circle Apt.L	Cockeysville	MD	21030	(443)709-7711
Bio Star Cleaning Solutions,LLC	1311 North Point Lane	Laurel	MD	20708	(301)523-3509
Brave New World Cleaning Services LLC	2527 Edmondson Avenue	Baltimore	MD	21223	(804)244-4641
Brooklyn Dirty Works, LLC	9000 Forest Mill Ct #303	Owings Mills	MD	21117	(347)418-2606
C & E LLC	2025 E Baltimore Street Apt 1 B	Baltimore	MD	21231	(410)493-0457
Christian's Commercial & Residential Cleaning LL	5066 Kemsely Court	Rosedale	MD	21237	(443)722-2732
Crystal Clean Cleaning, LLC	2920 Golden Fleece Drive	Pasadena	MD	2112	(410)353-0276
General Office Cleaners, LLC	2648 Rainy Spring Court	Odenton	MD	21113	(410)707-3900
Heaven Sent Me Cleaning Service LLC	213 Upper Gate Ct.	Owings Mills	MD	21117	(410)501-0352
N&N Cleaning Service, LLC	266 Keith Court	Millersville	MD	21108	(443)454-3454
Trusting the Process Commercial Cleaning LLC	2003 Hillside Road	Gwynn Oak	MD	21207	(410)907-6554
PMS Janitorial, LLC	5608 Gwynndale Avenue	Baltimore	MD	21207	(410)598-2353
LOUISVILLE SUPPORT CENTER					
Appealing Sparklean, LLC	9600 Polaris Dr	Louisville	KY	40229	(502)804-6141
Bright Star Cleaning Services, LLC	5611 Red Crested Way	Louisville	KY	40218	(502)295-1068
Brillante Services Group, LLC	6215 Lynnchester Dr	Louisville	KY	40219	(502)645-4668
Carmens Cleaning Service, LLC	514 Dorsey Way	Louisville	KY	40223	(502)553-5364
CFandG LLC	126 Karen Court	Shelbyville	KY	40065	(502)321-3406
Dawson Floor Service	255 Clover Cove	Shepherdsville	KY	40165	(502)724-3909
Freddy's Cleaning Services, LLC	3815 Grandview Ave.	Louisville	KY	40207	(502)644-2418
KAE LEE Cleaning Solutions LLC	3119 Middle Road #9	Jeffersonville	IN	47130	(502)974-7393
M&T Janitorial LLC	2458 Lindbergh Dr	Louisville	KY	40208	(502)741-5999
Purity Janitorial Services, Inc	1788 Wathen Lane	Louisville	KY	40216	(502)712-8309
The Shield Cleaning Service, LLC	199 Clifton Hall Court	Shepherdsville	KY	40165	(502)802-2929
GULF COAST SUPPORT CENTER					
Bravo Cola, LLC	7150 Pearson Road	Pensacola	FL	32526	(850)287-9879
Field Day Janitorial Services, LLC	5388 Red Shoulder Road	Pace	FL	32571	(239)336-9095
Hooks Cleaning Company	6211 Glenwood Drive	Milton	FL	32583	(850)530-2028
Marias Touch Commercial Cleaning, LLC	6844 Fields Lane	Pensacola	FL	32505	(850)287-7669
TJ&A Cleaning Services, LLC	27 Arthur Lane	Pensacola	FL	32503	(850)525-9199
BUFFALO SUPPORT CENTER					
Adams & Alexander Janitorial LLC	611 Wyoming Ave	Buffalo	NY	14215	(716)563-1990
G&R Janitorial Services, Inc	PO Box 1341	Buffalo	NY	14215	(716)578-4432
Fresh Start Super Cleaning, Inc	330 Davidson Avenue	Buffalo	NY	14215	(716)578-2729
High Maintenance Cleaning, LLC	21 Allison Drive	Cheektowaga	NY	14225	(716)768-9232
Intuitive Cleaning Solutions, Inc	PO Box 254	Buffalo	NY	14220	(716)907-1007
Moe's Custodian, LLC	410 Goodyear Ave # 2	Buffalo	NY	14211	(716)603-9009
WNY Cleaning Service, LLC	999 Wehrle Drive	Buffalo	NY	14221	(716)486-8323
HARRISBURG SUPPORT CENTER					
Premier Cleaning LLC	56 Rollins Lane	Willow Street	PA	17584	(717)406-2050
ALABAMA SUPPORT CENTER					
Fresh and Clean LLC	6190 Girby Road Apartment 1512	Mobile	AL	36693	(251)385-1446
Katherine's Cleaning Service LLC	7330 Vickers Lane	Mobile	AL	36695	(251)525-6765
Moppin Momi & Marqez, LLC	2909 Halls Mill Road	Mobile	AL	36606	(251)447-5144
P & D Cleaning Service, LLC	S. Shelton Beach Road	Eight Mile	AL	36613	(251)472-7541
WYD Service, LLC	P.O. Box 501	Citronelle	AL	36522	(251)776-2355
LEXINGTON SUPPORT CENTER					
Jabus Investments,LLC	4302 Chase Circle	Lexington	KY	40515	(859)457-3350
Mako Cleaning,LLC	309 Darenia Lane	Lexington	KY	40511	(502)542-2188
PMC Cleaning Services,LLC	2477 Crescenzio Way	Lexington	KY	40511	(859)477-5779
ROCHESTER SUPPORT CENTER					
Cassioppeia,LLC	47 Federal Street	Rochseter	NY	14609	(585)219-7295
Jack&Sylvial Halstead	3867 Route 245	Stanley	NY	14561	(585)554-3225
PJ&JZ Cleaning Company,LLC	923 Summitville Drive	Webster	NY	14580	(585)899-9625

N.G.T. CORPORATION
FRANCHISES WHO TRANSFERRED OUT OF THE SYSTEM
FROM JANUARY 1, 2023 TO DECEMBER 31, 2023

LOUISVILLE SUPPORT CENTER

Company	Address	City	State	Zip	Phone
Vazquez Limited Liability Company	9509 Candywood Lane	Louisville	KY	40291	(502) 975-9361

EXHIBIT G

TABLE OF CONTENTS OF MANUALS

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

VOLUME 1:

FRANCHISED BUSINESS TRAINING WORKBOOK

COVERALL®

© 2019 Coverall North America, Inc.
FB-FBTW-VOL1_1218

COVERALL®

VOLUME 1:
BUSINESS TRAINING

FRANCHISED BUSINESS TRAINING WORKBOOK

© 2019 Coverall North America, Inc. Confidential information.
TRAINING WORKBOOK VOLUME 1 - BUSINESS TRAINING
FB-FBTW-VOL1_1218

TABLE OF CONTENTS

Introduction **5**

Class 1: Orientation **7**

Welcome to the Coverall® System 9

The Coverall® Brand 11

Training Overview 15

Introduction to Coverall Franchised Business Ownership 21

Class 2: Running Your Business **31**

Budgeting and Tracking Finances 33

Record Keeping and Compliance 55

Class 3: Growing and Maintaining Your Business **63**

5 Ways to Grow your Business 65

Introduction to Selling 73

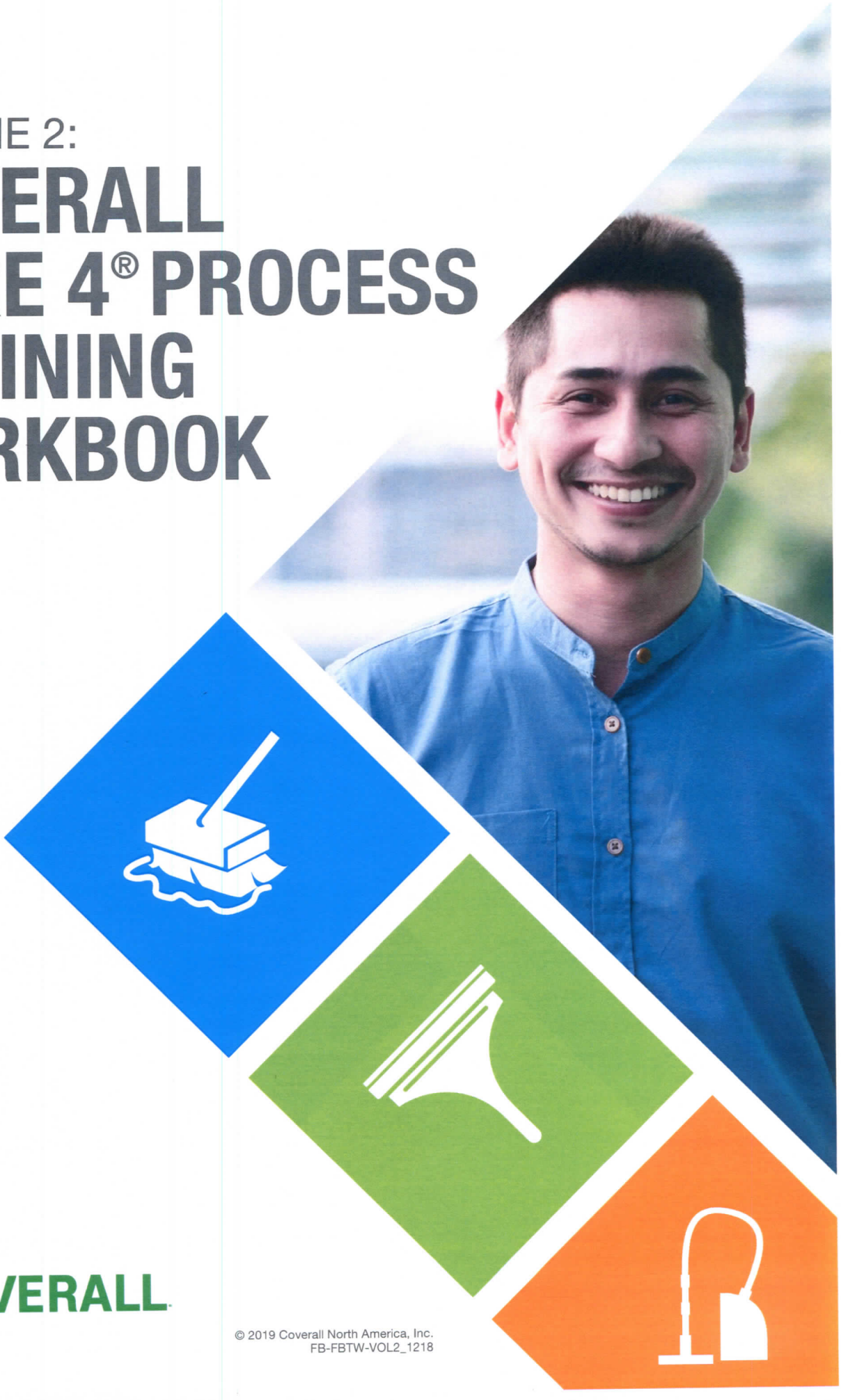
Introduction to Bidding 87

Hiring and Managing Employees 99

© 2019 Coverall North America, Inc. Confidential information.

VOLUME 2:

COVERALL CORE 4® PROCESS TRAINING WORKBOOK



COVERALL

© 2019 Coverall North America, Inc.
FB-FBTW-VOL2_1218

COVERALL®

VOLUME 2:
CORE 4® PROCESS TRAINING

FRANCHISED BUSINESS TRAINING WORKBOOK

© 2019 Coverall North America, Inc. Confidential information.
TRAINING WORKBOOK VOLUME 2 – CORE 4® PROCESS TRAINING
FB-FBTW-VOL2_1218

TABLE OF CONTENTS

Introduction 7

Class 4: Safety and Security 9

Regulatory Compliance 11

Germs in the Workplace 13

Safety 19

Security 39

Class 5: Coverall Core 4® Process, Products, Tools and Cleaning Tasks ... 45

Introduction to the Core 4® Process 47

Hospital-Grade Disinfectants 51

Color-Coded Microfiber 63

No-Dip Microfiber Flat Mopping System 71

HEPA Backpack Vacuum 81

Cleaning Tasks and Coverall Service Plans 91

Carpet and Floor Care Tasks 103

Trash Removal 109

Other Cleaning Equipment in Starter Kit 115

Class 6: Restroom Cleaning 117

8 Steps to Restroom Cleaning 119

Class 7: Hands On: Restroom Cleaning 129

Practice Exercises 131

© 2019 Coverall North America, Inc. Confidential information.

Class 8: Introduction to Vertical Markets 135

Commercial Cleaning Industry Overview 137

Coverall Value Proposition 141

Facilities, Pain Points and Special Concerns 145

Class 9: General Office and Team Cleaning 169

Plan the Service 171

4 Steps for General Office Cleaning 173

Service Quality Check 178

Team Cleaning 181

Class 10: Introduction to Special Services 191

Overview 193

Carpet Care 202

Hard Floor Care 221

Window Cleaning 234

Selling Special Services 235

Class 11: Customer Service and Communication 243

What Your Customers Want 245

Customers for Life® Program 251

Talking with Customers – C.A.L.M 267

Brand Protection and Quality Assurance 275

If the Situation is Not Working Out 281

Class 12: Introduction to Healthcare 285

Healthcare Customers and their Concerns 287

Cleaning Considerations in Healthcare Environments 295

Introduction to Terminal Cleaning 301

Glossary 309

© 2019 Coverall North America, Inc. Confidential information.

TABLE OF CONTENTS

PREFACE

Chapter 1: The Coverall® System

Coverall North America, Inc. 3
Support Centers 4
Janitorial Franchise Owners 4
Commercial Cleaning Customers 5
National Account Customers 5
Professional Associations 6

Chapter 2: Coverall Support

General Policy 9
Adherence to Policies and Procedures 9
Modification to the System 9
Compliance with the Law 10
Independent Contractor 10
Confidentiality 10
Restrictions/Non-Solicitation 11
Insurance and Bonding 12
Indemnification 13
Insurance Requirements 14

Transfers (Assignments) 16
Transferring Your Franchise 16
Transfer Procedures 16
Transferring Customers or Business Owed 17

Accounting 18
Cash Flow Protection Program 18

Copyright ©2015 Coverall North America, Inc.

COVERALL®

Monthly Franchise Owner Statement 19
Service Type (Detail Codes) 19
Royalty and Support Fees 20
Notes Payable 20
Customer Accounts Receivable Aging 21
Charge Back (Risk of Loss) 22
Pay Back 22
Franchised Business Purchases 22
Net Remittance on Each Service 23
Understand and Review Your Statement 23
Collections 24
Audits 25
Debt Liability 25
Income Tax Information 25
Separate Business Records 26
Garnishments 26

Chapter 3: Operations

Training 30
Initial Training 30
Retraining 31
Initial and Additional Business and Guarantee 31
Customers 31
Limited Customer Guarantee 32
Replacement Customers 34
Package Fulfillment of Initial Business 34
Acceptance or Rejection of Customers 35
Specialty Accounts 36
Sales and Marketing Fee for Additional Business 37

Copyright ©2015 Coverall North America, Inc.

COVERALL

TABLE OF CONTENTS (continued)

Refunds 38
Customer Buy Back 38
Business Owed 38

Customer Service 40
Introduction to Customer Service 40
Coverall® Program Requirement 40
Starter Kits & Equipment Support 42
Communication Devices 44
The Goodwill of the System 44
Walk-Throughs 45
Starting a Customer 45
Contacting Customers 46
Resolving Customer Service Issues 46
Log Books 46

Operating Your Business 47
Approved Equipment and Supplies 47
Safety Data Sheets 47
Licenses and Permits 47
Keys 48
Security 49
Background Screening 50
Individuals Allowed on Customer Premises 50
Approved Apparel and Identification Badges 50
Alcohol and Drug Policy 51
Smoking 51
Safety Equipment 51
Customer Satisfaction Surveys 51
Customer Cancellation 52
Special Services 52

Copyright ©2015 Coverall North America, Inc.

Moving Your Franchised Business to Another Coverall Location 52

Litigation and Bankruptcy Reporting 53

Employee Considerations 53

Franchise Renewal 54

Procedures After Termination or Assignment 55

Chapter 4: Selling, Marketing and Advertising

Selling your own Customers 59

Creating a Proposal 59

Closing the Sale 59

Fees for Selling to Customers 60

Use of the Coverall® Brand 61

General Guidelines 61

The Coverall Logo 62

Coverall Company Description 66

Coverall Colors 68

Coverall Type Font 68

Coverall Taglines 69

Your Business Name 70

Advertising and Promotion 71

Coverall Website 71

Social Media 74

Advertising Guidelines 76

Business Cards 77

Marketing Materials 78

Coverall-Branded Apparel 78

Vehicle Advertising 79

Copyright ©2015 Coverall North America, Inc.

COVERALL®

EXHIBIT H

FRANCHISE OWNER ACCEPTANCE FORM

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

Business Owed Customer Acceptance Form

ASSIGNABLE

DATE: _____

CUSTOMER NO. _____

RS: $ _____

CUSTOMER: _____

ADDRESS: _____ **CITY:** _____ **STATE:** ____ **ZIP:** _____

TRANSFER	VOLUME ACCEPTED	REFUSAL
PRIOR FO: _____	Dollar Volume: _____	Reason _____
Last Day of Service ____/____/____	- Business Owed: _____	_____
NEW FO: _____	= Balance _____	_____
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. **Conditional Assignment:** Coverall hereby assigns the Service Agreement to Franchise Owner subject to the terms and conditions of the Janitorial Franchise Agreement and payment in full of the Franchise Fee and the financed portion of purchases of Additional Business.

C. **Compliance with Coverall® Program:**
❑ Franchise Owner shall comply with Coverall processes and procedures in providing the services required by the Service Agreement, including but not limited to prescribed equipment, chemicals and supplies. _____(*Initials*)

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 plus any additional penalties per the franchise agreement.

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 and scope of work. _____(*Initials*)
4. The contract price stated above and in the Service Agreement is fair and reasonable.
5. Should you lose this Customer, you shall remain liable for any balance due for the fee.
6. All Fees paid pursuant to this Form are non-refundable.

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.

G. **Guarantee Period:** (if applicable) _____ months. Account Guarantee has been explained to and understood by Franchise Owner pursuant to Franchise Owner's Janitorial Agreement. _____(*Initials*)

ACCEPTED AND AGREED:

FRANCHISED BUSINESS OWNER

_____
Franchised Business Name

By: _____
Signature

Print Name: _____

Title: _____

FO #: _____ Date: _____

NGT CORPORATION dba Coverall Service Company

By: _____
Signature

Print Name: _____

Title: _____

Date: _____

NON-ASSIGNABLE

Additional Business Customer Acceptance Form

DATE: _____

CUSTOMER NO. _____

RS: $ _____

CUSTOMER: _____

ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TRANSFER	CUSTOMER PURCHASE	REFUSAL
PRIOR FO: _____	Dollar Volume: _____	Reason_____
Last Day of Service ____/____/____	- Business Owed: _____	_____
NEW FO: _____	= Balance _____	_____
First Day of Service ____/____/____	x_____ Multiplier = _____ Total	_____

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 ❑ Obtained by Franchise Owner

B. **Compliance with Coverall® Program:**
❑ Franchise Owner shall comply with Coverall processes and procedures in providing the services required by the Service Agreement, including but not limited to prescribed equipment, chemicals and supplies. _____(*Initials*)

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 plus any additional penalties per the franchise agreement.

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 _____(statement 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 _____ (statement date), and will continue until the balance is paid in full.
❑ **Premium Account:** Coverall will deduct 10% of monthly RS for life of account.
❑ **Value Account:** Coverall will deduct 15% of the monthly RS for the first year and 5% of the monthly RS after the first year for the term of the agreement.

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 and scope of work. _____(*Initials*)
4. The contract price stated above and in the Service Agreement is fair and reasonable.
5. Should you lose this Customer, you shall remain liable for any balance due for the fee.
6. All Fees paid pursuant to this Form are non-refundable.

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.

G. **Guarantee Period:** (if applicable) _____ months.
Account Guarantee has been explained to and understood by Franchise Owner pursuant to Franchise Owner's Janitorial Agreement. _____(*Initials*)

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 NGT Corporation dba Coverall Service Company and its franchisor, Coverall North America, Inc. and their 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 that it 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 its favor, and that this release expressly contemplates the extinguishment of all such claims. In no event, however does this Release apply to any liability of Franchisor under the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. § 14-201 et seq. (2010 Repl. Vol. & Supp. 2012), to any liability or obligations of Franchisor under New York Business Law, Article 33, Sections 680 through 695, and the regulations promulgated thereunder, or under the laws of any other state which may supersede the terms of this Agreement.

ACCEPTED AND AGREED:
FRANCHISED BUSINESS OWNER

_____
Franchised Business Name

By:_____
Signature

Print Name:_____

Title: _____

FO #:_____ Date: _____

NGT CORPORATION d/b/a COVERALL SERVICE COMPANY

By:_____
Signature

Print Name:_____

Title: _____

Date: _____

FOR VALUE RECEIVED, the Franchise Owner, whose signature appears on this Customer Acceptance Form (the "Acceptance Form") agrees to pay to the order of NGT CORPORATION d/b/a COVERALL SERVICE COMPANY ("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 (principle 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.

BORROWER HEREBY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR IT, AND AFTER ONE OR MORE DECLARATIONS FILED, CONFESS JUDGEMENT AGAINST IT AT ANY TIME AFTER DEFAULT HEREUNDER FOR ALL AMOUNTS DUE AND PAYABLE AS A RESULT OF SUCH DEFAULT AS PROVIDED HEREIN, PLUS ALL COSTS AND EXPENSES INCURRED BY THE HOLDER IN CONNECTION WITH THE COLLECTION OF THE INDEBTEDNESS INCLUDING (BUT NOT LIMITED TO AND BY WAY OF ILLUSTRATION ONLY) ALL COURT COSTS AND ATTORNEY'S FEES IN ANY AMOUNT EQUAL TO 15% OF THE THEN OUTSTANDING BALANCE PAYABLE HEREUNDER. THE RIGHTS AND REMEDIES OF THE HOLDER HEREUNDER ARE CUMULATIVE, AND RECOURSE TO ONE OR MORE RIGHT OR REMEDY SHALL NOT CONSTITUTE A WAIVER OF OTHERS.

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.

COVERALL

Additional Business Customer Acceptance Form

ASSIGNABLE

DATE: _____

CUSTOMER NO. _____

RS: $ _____

CUSTOMER: _____

ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TRANSFER	CUSTOMER PURCHASE	REFUSAL
PRIOR FO: _____	Dollar Volume: _____	Reason_____
Last Day of Service ____/____/____	- Business Owed: _____	_____
NEW FO: _____	= Balance _____	_____
First Day of Service ____/____/____	x_____ Multiplier = _____ Total	_____

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 ❑ Obtained by Franchise Owner

B. **Conditional Assignment:** Coverall hereby assigns the Service Agreement to Franchise Owner subject to the terms and conditions of the Janitorial Franchise Agreement and payment in full of the Franchise Fee and the financed portion of purchases of Additional Business.

C. **Compliance with Coverall® Program:**
❑ Franchise Owner shall comply with Coverall processes and procedures in providing the services required by the Service Agreement, including but not limited to prescribed equipment, chemicals and supplies. _____(*Initials*)

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 plus any additional penalties per the franchise agreement.

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 _____(statement 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 _____ (statement date), and will continue until the balance is paid in full.
❑ **Premium Account:** Coverall will deduct 10% of monthly RS for life of account.
❑ **Value Account:** Coverall will deduct 15% of the monthly RS for the first year and 5% of the monthly RS after the first year for the term of the agreement.

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 or National Account term sheet was provided.
3. The Franchise Owner has reviewed the terms and conditions of the Service Agreement and scope of work. _____(*Initials*)
4. The contract price stated above and in the Service Agreement is fair and reasonable.
5. Should you lose this Customer, you shall remain liable for any balance due for the fee.
6. All Fees paid pursuant to this Form are non-refundable.

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.

H. **Guarantee Period:** (if applicable) _____ months.
Account Guarantee has been explained to and understood by Franchise Owner pursuant to Franchise Owner's Janitorial Agreement. _____(*Initials*)

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 NGT Corporation dba Coverall Service Company and its franchisor, Coverall North America, Inc. and their 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 that it 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 its favor, and that this release expressly contemplates the extinguishment of all such claims. In no event, however does this Release apply to any liability of Franchisor under the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. § 14-201 et seq. (2010 Repl. Vol. & Supp. 2012), to any liability or obligations of Franchisor under New York Business Law, Article 33, Sections 680 through 695, and the regulations promulgated thereunder, or under the laws of any other state which may supersede the terms of this Agreement.

ACCEPTED AND AGREED:
FRANCHISED BUSINESS OWNER

_____
Franchised Business Name

By:_____
Signature

Print Name:_____

Title: _____

FO #:_____ Date: _____

NGT CORPORATION d/b/a COVERALL SERVICE COMPANY

By:_____
Signature

Print Name:_____

Title: _____

Date: _____

FOR VALUE RECEIVED, the Franchise Owner, whose signature appears on this Customer Acceptance Form (the "Acceptance Form") agrees to pay to the order of NGT CORPORATION d/b/a COVERALL SERVICE COMPANY ("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 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 (principle 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.

BORROWER HEREBY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR IT, AND AFTER ONE OR MORE DECLARATIONS FILED, CONFESS JUDGEMENT AGAINST IT AT ANY TIME AFTER DEFAULT HEREUNDER FOR ALL AMOUNTS DUE AND PAYABLE AS A RESULT OF SUCH DEFAULT AS PROVIDED HEREIN, PLUS ALL COSTS AND EXPENSES INCURRED BY THE HOLDER IN CONNECTION WITH THE COLLECTION OF THE INDEBTEDNESS INCLUDING (BUT NOT LIMITED TO AND BY WAY OF ILLUSTRATION ONLY) ALL COURT COSTS AND ATTORNEY'S FEES IN ANY AMOUNT EQUAL TO 15% OF THE THEN OUTSTANDING BALANCE PAYABLE HEREUNDER. THE RIGHTS AND REMEDIES OF THE HOLDER HEREUNDER ARE CUMULATIVE, AND RECOURSE TO ONE OR MORE RIGHT OR REMEDY SHALL NOT CONSTITUTE A WAIVER OF OTHERS.

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.

NON-ASSIGNABLE

Additional Business Customer Acceptance Form

DATE: _____

CUSTOMER NO. _____

RS: $ _____

CUSTOMER: _____

ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TRANSFER	CUSTOMER PURCHASE	REFUSAL
PRIOR FO: _____	Dollar Volume: _____	Reason_____
Last Day of Service ____/____/____	- Business Owed: _____	_____
NEW FO: _____	= Balance _____	_____
First Day of Service ____/____/____	x_____ Multiplier = _____ Total	_____

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 ❑ Obtained by Franchise Owner

B. **Compliance with Coverall® Program:**
❑ Franchise Owner shall comply with Coverall processes and procedures in providing the services required by the Service Agreement, including but not limited to prescribed equipment, chemicals and supplies. _____(*Initials*)

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 plus any additional penalties per the franchise agreement.

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 _____(statement 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 _____ (statement date), and will continue until the balance is paid in full.
❑ **Premium Account:** Coverall will deduct 10% of monthly RS for life of account.
❑ **Value Account:** Coverall will deduct 15% of the monthly RS for the first year and 5% of the monthly RS after the first year for the term of the agreement.

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 and scope of work. _____(*Initials*)
4. The contract price stated above and in the Service Agreement is fair and reasonable.
5. Should you lose this Customer, you shall remain liable for any balance due for the fee.
6. All Fees paid pursuant to this Form are non-refundable.

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.

G. **Guarantee Period:** (if applicable) _____ months.
Account Guarantee has been explained to and understood by Franchise Owner pursuant to Franchise Owner's Janitorial Agreement. _____(*Initials*)

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 NGT Corporation dba Coverall Service Company and its franchisor, Coverall North America, Inc. and their 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 that it 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 its favor, and that this release expressly contemplates the extinguishment of all such claims. In no event, however does this Release apply to any liability of Franchisor under the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. § 14-201 et seq. (2010 Repl. Vol. & Supp. 2012), to any liability or obligations of Franchisor under New York Business Law, Article 33, Sections 680 through 695, and the regulations promulgated thereunder, or under the laws of any other state which may supersede the terms of this Agreement.

ACCEPTED AND AGREED:
FRANCHISED BUSINESS OWNER

_____
Franchised Business Name

By:_____
Signature

Print Name:_____

Title: _____

FO #:_____ Date: _____

NGT CORPORATION d/b/a COVERALL SERVICE COMPANY

By:_____
Signature

Print Name:_____

Title: _____

Date: _____

FOR VALUE RECEIVED, the Franchise Owner, whose signature appears on this Customer Acceptance Form (the "Acceptance Form") agrees to pay to the order of NGT CORPORATION d/b/a COVERALL SERVICE COMPANY ("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 (principle 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.

BORROWER HEREBY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR IT, AND AFTER ONE OR MORE DECLARATIONS FILED, CONFESS JUDGEMENT AGAINST IT AT ANY TIME AFTER DEFAULT HEREUNDER FOR ALL AMOUNTS DUE AND PAYABLE AS A RESULT OF SUCH DEFAULT AS PROVIDED HEREIN, PLUS ALL COSTS AND EXPENSES INCURRED BY THE HOLDER IN CONNECTION WITH THE COLLECTION OF THE INDEBTEDNESS INCLUDING (BUT NOT LIMITED TO AND BY WAY OF ILLUSTRATION ONLY) ALL COURT COSTS AND ATTORNEY'S FEES IN ANY AMOUNT EQUAL TO 15% OF THE THEN OUTSTANDING BALANCE PAYABLE HEREUNDER. THE RIGHTS AND REMEDIES OF THE HOLDER HEREUNDER ARE CUMULATIVE, AND RECOURSE TO ONE OR MORE RIGHT OR REMEDY SHALL NOT CONSTITUTE A WAIVER OF OTHERS.

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.

EXHIBIT I

AGREEMENT TO PURCHASE CUSTOMERS

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

AGREEMENT TO PURCHASE CUSTOMERS

This Agreement is entered into this ____ day of _____ 20____, by and between _____ _____, #_____ ("Franchise Owner") and NGT Corporation d/b/a Coverall Service Company ("Coverall").

Recitals

☐ The Customer identified below requested removal of the Franchise Owner from its account.

-or-

☐ Franchise Owner desires to sell janitorial cleaning contracts ("Customers") to Coverall.

Coverall intends to compensate Franchise Owner for the Customer if Customer successfully transitions to another Franchise Owner.

Agreement

NOW, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The above recitals shall be deemed a part of this Agreement.

2. Coverall will pay to Franchise Owner the sum of $_____ for the purchase of the following Customers, and the Purchase Price will first be applied towards any remaining balance owed to Coverall by Franchise Owner:

Description

Customer Name	No.	Recurring Services (RS)	Multiple	Purchase Price
			1.0	$_____
			1.0	$_____
			1.0	$_____
			1.0	$_____
			1.0	$_____
			1.0	$_____
			1.0	$_____

Total Purchase Price: $

Coverall agrees to pay Franchise Owner $_____, subject to adjustments as provided in this Agreement, for the Customers listed above. The Purchase Price, payable pursuant to ¶3, is subject to adjustment to reflect the RS on the date payment becomes due. Payment will be applied to any outstanding balance owed by Franchisee to Coverall with any amount over what is owed being paid to Franchisee upon completion of the warranty period outlined in ¶4.

3. **Payment Terms.** The Purchase Price will be paid to Franchise Owner upon expiration of the Guarantee Periods pursuant to ¶4.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

4. **Franchise Owner's Warranties.** Franchise Owner hereby guarantees for a minimum of one hundred-eighty (180) days after execution of this Agreement (the "Guarantee Period") that the Customers purchased will not be canceled or terminated (excluding termination for poor service by Coverall's Franchise Owner). Accordingly, if, for any reason during the Guarantee Period:

   A. A Customer is canceled or terminated for any reason; or

   B. The RS of a Customer is reduced for any reason; or

   C. A Customer delivers to Coverall a notice of intent to cancel the cleaning contract for any reason or reduce any portion of its RS.

   Then, the amount remaining due to Franchise Owner shall be adjusted downward to reflect the loss of Customers' RS.

5. **Reaffirmation of Franchise Agreement**. Franchise Owner reaffirms the Franchise Agreement.

6. **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 Agreement, 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 Agreement has been negotiated and agreed on that it 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 its favor, and that this release expressly contemplates the extinguishment of all such claims.

Executed as of the date first written above:

NGT Corporation
dba Coverall Service Company

By: _____
Its Authorized Representative

FRANCHISE OWNER:

_____
Individually

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

EXHIBIT J

AGREEMENT TO SELL CUSTOMERS FOR PAYMENT OF FRANCHISE FEE

© 2024 Coverall Service Company
AL/FL/IN/KY/MS/PA

AGREEMENT TO SELL CUSTOMERS
FOR PAYMENT OF INITIAL FRANCHISE FEE

This Agreement is entered into this ____ day of _____ 20____, by and between _____ _____ ("Franchisee") and NGT Corporation d/b/a Coverall Service Company ("Coverall").

Recitals

WHEREAS, Franchisee is simultaneously with the execution of this Agreement entering into a Franchise Agreement with Coverall.

WHEREAS, Franchisee has prior to this date owned and operated its own independent commercial cleaning business and has existing commercial cleaning customers.

WHEREAS, Coverall and Franchisee have agreed that Franchisee will sell and Coverall will purchase Franchisee's existing customers identified below, and the purchase price to be paid by Coverall to Franchisee hereunder will be applied to the initial franchise fee due to Coverall by Franchisee under the Franchise Agreement.

Agreement

NOW, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The above recitals shall be deemed a part of this Agreement.

3. Coverall will pay to Franchisee the Total Purchase Price set forth below, up to the total initial franchise fee due to Coverall by Franchisee, for the purchase of the following Customers who were customers of Franchisee prior to the date of this Agreement.

Description

Customer Name	No.	Gross Monthly Billings for Recurring Services	Multiple	Purchase Price
				$_____
				$_____
				$_____
				$_____
				$_____
				$_____
				$_____

Total Purchase Price: $

3. Subject to the terms of Paragraph 4 below, the parties agree that the Total Purchase Price shown above shall be applied to the initial franchise fee of $_____ owed to Coverall by Franchisee under the Franchise Agreement. If the Total Purchase Price does not cover the initial franchise fee due, Franchisee shall be required to pay the balance due to Coverall in cash.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

4. The parties acknowledge and agree that Franchisee will continue to provide services to the customers listed in Paragraph 2 above as customers of Coverall under Coverall cleaning contracts

5. **Subcontractor's Warranties; Adjustment to Purchase Price.** In connection with this purchase of customers, Franchisee hereby guarantees for a minimum of three hundred sixty-five (365) days after execution of this Agreement (the "Guarantee Period") that the Customers purchased will not be canceled or terminated. Accordingly, there will be an adjustment to the Purchase Price paid if, for any reason during the Guarantee Period:

D. A Customer is canceled or terminated for any reason; or

E. The gross monthly billing of a Customer is reduced for any reason; or

F. A Customer delivers to Coverall a notice of intent to cancel the cleaning contract for any reason or reduce any portion of its gross monthly billing.

In any such event, the total Purchase Price shall be reduced by the difference in the purchase price for the customer lost or the gross monthly billings reduction as calculated in Paragraph 2 above. The adjustment in Purchase Price shall be due to Coverall upon delivery of an invoice to Franchisee.

Executed as of the date first written above:

Coverall: NGT Corporation dba Coverall Service Company	Franchisee: _____
By: _____ Its Authorized Representative	By: _____ Name: _____ Title: _____

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

EXHIBIT K

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Not registered
Hawaii	Not registered
Illinois	Not registered
Indiana	
Maryland	
Michigan	Not registered
Minnesota	Not registered
New York	
North Dakota	Not registered
Rhode Island	Not registered
South Dakota	Not registered
Virginia	Not registered
Washington	Not registered
Wisconsin	Not registered

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

EXHIBIT L

RECEIPTS

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

EXHIBIT L-1

RECEIPT
(RETURN THIS COPY TO US)

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 calendar days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. New York Residents: Under New York law, Coverall must provide this Disclosure Document to you at the earlier of the first personal meeting, 10 business days before the execution of the Franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

If Coverall does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of Federal and State Law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the securities commissioner of your state. See Exhibit C.

The Franchisor is N.G.T. Corporation, located at 410 S. Ware Blvd., Ste. 406, Tampa, FL 33619 (813) 776-2091. We are a subfranchisor of Coverall North America, Inc. ("CNA"). CNA is located at 350 SW 12th Avenue, Deerfield Beach, Florida 33442, (866) 396-8944. We authorize the state agencies identified on Exhibit C to receive service of process for us in your State.

Issuance Date: April 29, 2024

The Franchise Seller for this offering is: Name: _____ Address: _____ Tel. No. _____.

I received a Disclosure Document dated April 29, 2024 that included the following Exhibits:

A.1	Janitorial Franchise Agreement (with alternate 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	Equipment Purchase Agreement
A.5	Application
A.6	General Release
A.7	State Addenda
B.1	Financial Statements of N.G.T. Corporation d/b/a Coverall Service Company
B.2	Consolidated Financial Statements of Coverall Acquisition, LLC and Subsidiaries
C	List of Administrators and Agents for Service of Process
D	List of Current Franchisees
E.	List of Additional Current Franchisees within Coverall System
F	List of Ceased-Operating Franchisees
G	Table of Contents Manual
H	Franchise Owner Customer Acceptance Forms
I	Agreement to Purchase Customers
J	Agreement to Sell Customers for Payment of Franchise Fee
K	State Effective Dates

_____
Date

_____
Prospective Franchisee's Signature

_____
Printed Name

_____
Address

_____
Phone Number

This Receipt does not obligate you to buy a franchise or Coverall to sell you a franchise.

© 2024 Coverall Service Company
AL/FL/KY/IN/MS/PA

EXHIBIT L-2

RECEIPT
(KEEP FOR YOUR RECORDS)

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 calendar days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. New York Residents: Under New York law, Coverall must provide this Disclosure Document to you at the earlier of the first personal meeting, 10 business days before the execution of the Franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

If Coverall does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of Federal and State Law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the securities commissioner of your state. See Exhibit C.

The Franchisor is N.G.T. Corporation, located at 410 S. Ware Blvd., Ste. 406, Tampa, FL, (813) 776-2091. We are a subfranchisor of Coverall North America, Inc. ("CNA"). CNA is located at 350 SW 12th Avenue, Deerfield Beach, Florida 33442, (866) 296-8944. We authorize the state agencies identified on Exhibit C to receive service of process for us in your State.

Issuance Date: April 29, 2024

The Franchise Seller for this offering is: Name: _____ Address: _____ Tel. No. _____.

I received a Disclosure Document dated April 29, 2024 that included the following Exhibits:

A.1	Janitorial Franchise Agreement (with alternate 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	Equipment Purchase Agreement
A.5	Application
A.6	General Release
A.7	State Addenda
B.1	Financial Statements of N.G.T. Corporation d/b/a Coverall Service Company
B.2	Consolidated Financial Statements of Coverall Acquisition, LLC and Subsidiaries
C	List of Administrators and Agents for Service of Process
D	List of Current Franchisees
E	List of Additional Current Franchisees within Coverall System
F	List of Ceased-Operating Franchisees
G	Table of Contents Manual
H	Franchise Owner Customer Acceptance Forms
I	Agreement to Purchase Customers
J	Agreement to Sell Customers for Payment of Franchise Fee
K	State Effective Dates

_____
Date

_____
Prospective Franchisee's Signature

_____
Printed Name

_____
Address

_____
Phone Number

This Receipt does not obligate you to buy a franchise or Coverall to sell you a franchise.

© 2024 Coverall Service Company