FRANCHISE DISCLOSURE DOCUMENT

FW Fleet Clean, LLC
Delaware limited liability company
478 N. Babcock Street
Melbourne, FL 32935
1-877-477-WASH (9274)
www.FleetCleanUSA.com

FW Fleet Clean, LLC offers franchises for mobile, on-site, commercial vehicle cleaning and related services business under the mark Fleet Clean® and other related marks. The total investment is $158,375 to $746,375. This includes $76,625 to $560,125 that must be paid to franchisor or its affiliate(s). Under a Development Agreement, you must agree to open at least two franchises. You must pay us a development fee equal to 50% of the initial franchise fee for each additional franchise that you are to establish under the Development Agreement. The total investment for two to five Franchises under the Development Agreement is $173,375 to $1,746,375. This includes $91,625 to $1,135,125 that must be paid to franchisor or its affiliate(s).

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, please contact Scott Marr at 478 N. Babcock Street, Melbourne, Florida 32935, telephone (877) 477-9274.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise¸" which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., 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: January 1, 2019, as amended on April 22, 2019.

STATE COVER PAGE

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

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

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

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

1. THE AGREEMENTS REQUIRE YOU TO RESOLVE ALL DISPUTES WITH US BY ARBITRATION IN FLORIDA. ANY ARBITRATION MUST TAKE PLACE AT THE AMERICAN ARBITRATION ASSOCIATION OFFICE LOCATED NEAREST TO OUR PRINCIPAL PLACE OF BUSINESS (CURRENTLY, MELBOURNE, FLORIDA). OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN FLORIDA THAN IN YOUR HOME STATE..

2. THE AGREEMENTS STATE THAT FLORIDA LAW GOVERNS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise. Effective Date: See next page for state effective dates

STATE EFFECTIVE DATES RIDER

The following states require that the Franchise Disclosure Document be registered or filed with the state or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

State	Effective Date
California	Not applicable
Hawaii	Not applicable
Illinois	Not applicable
Indiana	January 29, 2019
Maryland	Not applicable
Michigan	January 23, 2019
Minnesota	Not applicable
New York	Not applicable
North Dakota	Not applicable
Rhode Island	Not applicable
South Dakota	January 4, 2019
Virginia	Not applicable
Washington	Not applicable
Wisconsin	Not applicable

The following states require a notice of exemption from the registration or filing requirements of the state's business opportunity laws with respect to the offering described in this disclosure document:

State	Effective Date
Connecticut	January 31, 2019
Florida	January 23, 2019
Kentucky*	January 29, 2019
Nebraska*	January 23, 2019
Texas*	January 23, 2019
Utah	January 28, 2019

*One-time filing

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

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

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

2. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

3. A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(a) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(b) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(c) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(d) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in Section 3.

9. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa St.
P.O. Box 30212
Lansing, MI 48909
(517) 373-7117

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EXHIBITS

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT L.

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

General

To simplify the language in this Disclosure Document, the word **"Company"** or **"we"** or **"us"** means FW Fleet Clean, LLC (dba Fleet Clean USA). The word **"you"** means the person who buys the franchise, whether you are a person, a sole proprietorship or entity. We are a Delaware limited liability company formed on October 24, 2018. Our principal place of business is 478 N. Babcock Street, Melbourne, Florida 32935. We do business under our corporate name, FW Fleet Clean, LLC, the name "Fleet Clean" and "Fleet Clean USA".

We began offering Fleet Clean franchises under the Fleet Clean mark, associated logos, commercial symbols and other trade names, service marks and trademarks as now or are later designated as a part of the System (collectively, the "**Marks**") on the issuance date of this Disclosure Document.

Fleet Clean franchises are mobile, on-site, commercial vehicle cleaning businesses that feature and operate under the Marks ("**Franchises**"). The distinguishing characteristics of our system (the **"System"**) include, without limitation, distinctive business formats; procedures; the Manual ("**Manual**"); the Fleet Clean Vehicles (as defined below); procedures for operations, accounting, collections, management and inventory control; training and assistance; and advertising and promotional programs. We may change the System periodically.

We license the proprietary software, myFC, to our franchisees. Our franchisees may also purchase certain parts, equipment and services from us including the Fleet Clean proprietary wash box to be installed by us on approved chassis truck beds (the box and the chassis together are the **"Fleet Clean Vehicle"**). We may also sell chassis truck beds to our franchisees from time to time. In addition, we provide certain financing for qualified franchisees.

Except as set forth above, we engage in no activities other than offering, selling and supporting Franchises, and we do not operate a business of the type being franchised, however, our parent, FW, owns and operates mobile truck washing businesses as described below. We have not offered, and do not offer, franchises in any other line of business.

Agents for Service of Process

To the extent that we have appointed an agent for service of process in a specific state, it is listed on **Exhibit A**. Our agent for service of process in the State of Florida is Scott Marr, and his principal place of business is 478 N. Babcock Street, Melbourne, Florida 32935.

Parents, Predecessors and Affiliates

Our predecessor is Fleet Clean Systems, Inc., a Delaware corporation (**"FCS"**). We acquired the Marks and System from FCS on November 1, 2018. FCS's principal place of business is 478 N. Babcock Street, Melbourne, Florida 32935. FCS offered franchises under the Marks from July 2013 to November 1, 2018. During that time, FCS sold 28 franchises.

Except as set forth above, FCS engaged in no activities other than offering, selling and supporting Franchises, and did not operate a business of the type being franchised, however, its affiliate, Sam Wash, Inc. (**"Sam Wash"**) owned and operates mobile truck washing businesses under the Marks. FCS and its affiliates did not offer franchises in any other line of business.

Our parent is Fleetwash, Inc., a New Jersey corporation (**"FW"**). FW's principal place of business is 26 Law Drive, Fairfield, New Jersey 07004. FW is the largest on-site truck washing company in the United States, and has been providing mobile truck washing services under the "Fleetwash" mark since 1973. In addition to supporting Fleetwash operations across the United States, all Fleet Clean corporate locations (which were formerly owned by Sam Wash) are owned and operated by FW.

Except as set forth above, FW engages in no activities, does not provide products or services to franchisees, and has not offered franchises in any line of business.

None of our affiliates or predecessors have offered franchises in any line of business, except our predecessor FCS offered franchises under the Marks for approximately five years as described above. None of our affiliates provide products or services to our franchisees. We and our predecessors and affiliates do not offer franchises in any other line of business.

<u>The Franchise Rights Offered</u>

Franchise Agreement

We enter into franchise agreements (**"Franchise Agreements"**) with qualified entities that wish to establish and operate a Franchise under the System using the Marks. The form of Franchise Agreement is attached to this Disclosure Document as **Exhibit B**.

Under a Franchise Agreement, we grant you the right (and you accept the obligation) to operate one Franchise within a geographic area specified in the Franchise Agreement (the **"Territory"**). We may require that you establish a brick-and-mortar or physical location at any time within the Territory depending upon the size and demographics of your Territory and the volume (or anticipated volume) of your market. If we choose to exercise this right, you must lease, sublease, or acquire a location for the Franchise, subject to our approval (the **"Franchise Location"**). We do not anticipate that most of Fleet Clean franchisees will be required to have a Franchise Location.

Each franchisee must appoint an individual owner as its **"Operating Principal"** who must own at least a 20% interest in the entity-franchisee, must have authority over all business decisions related to the Franchise, and must have the power to bind the franchisee in all dealings with us. Each franchisee must also appoint a manager to manage the day-to-day business of the Franchise (the **"Manager"**). Your Operating Principal may serve as your Manager, unless we believe that he or she does not have sufficient experience. You must provide us with written notice of your Operating Principal and Manager at least 60 days' prior to opening the Franchise.

Development Agreement

We offer qualified parties ("**you**" or the "**Developer**") who have entered into a Franchise Agreement, and wish to have the right to develop additional Franchises in one or more additional geographic areas (each, a **"Development Area"**; collectively, the **"Development Areas"**) the ability to enter into a Development Agreement with us. The form of Development Agreement is attached to this Disclosure Document as **Exhibit C**. If you sign a Development Agreement, you must agree to open more than one Franchise in the Development Area according to the schedule described in the Development Agreement (the “**Development Schedule**”). For each additional franchise unit that a Developer establishes he/she/it may be required to enter into a Franchise Agreement that is different from the Franchise Agreement attached to this Disclosure Document.

The Development Schedule will be mutually determined by you and us, based on a variety of factors, including demographics and economic factors related to the Development Areas, expected demand for Franchises, your desire and ability to develop and operate the Franchises, and other factors. During the term of the Development Agreement, you must operate and maintain Franchises in each Development Area according to the terms of the Development Schedule.

General Market and Competition

The general market for Franchises consists of any commercial business with trucks and other large vehicles that wish to purchase services of an outside vendor to provide for the cleaning of such vehicles. Franchises compete with other national, regional and local businesses offering and selling commercial vehicle cleaning and related services, at times, in well-developed markets. You may also encounter competition from company-owned locations operated by us, our affiliates, or other franchisees offering products from Fleet Clean Vehicles or at traditional retail locations. In addition, FW offers mobile truck washing services across the United States. Some of these competitors may be in close proximity to your Franchise, and may have greater financial resources, larger advertising budgets, and more national (or local) recognition than the Fleet Clean brand.

Various factors can affect the success of your Franchise including inflation, competing businesses, your abilities as an operator, availability of an adequate number of qualified employees, the availability and cost of your Franchise Location (if applicable), interest rates, insurance rates and increases in labor and energy costs.

Special Industry Regulation

You must comply with the local, state and federal laws, rules, regulations and ordinances which may apply to the operation of your Franchise, including those which: (a) set standards pertaining to employee health and safety; and (b) regulate the proper use, storage and disposal of waste, insecticides, and other hazardous materials. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Franchise, and should consider both their effect and cost of compliance.

You are required to purchase certain chemicals, products and supplies from us or approved vendors, and we have not determined whether these items comply with the laws of your jurisdiction. Compliance with all laws, including, among others, laws regulating the chemicals, products and other supplies that you use in your Franchise is your responsibility. We strongly recommend that you consult with legal counsel to determine the impact of local laws on your ability to use these items. The Franchise Agreement requires you to do so, and also requires that you notify us in writing immediately if any approved or required chemical, product or supply is subject to laws in your jurisdiction.

There are many federal, state and local regulations specific to the operation of commercial vehicle cleaning businesses, including laws promulgated by the United States Environmental Protection Agency. You will also be subject to federal, state and local licensing laws, codes and regulations, particularly as they relate to water usage, wash water recovery and safety regulations.

Additionally, you should consider zoning regulations in your place of business and other laws to determine where you can park and store your Fleet Clean Vehicle(s).

ITEM 2
BUSINESS EXPERIENCE

Chairman of the Board **Vito DiGiovanni**

Vito DiGiovanni has served as our Chairman of the Board since November 2018. He is also the Chairman of the Board of FW, a position he has held since 1973. He holds these positions from Fairfield, New Jersey.

Chief Executive Officer **Anthony J. DiGiovanni**

Anthony DiGiovanni has been our Chief Executive Officer since November 2018. He is also Chief Executive Officer of FW, a position he has held since 1997. He holds these positions from Fairfield, New Jersey.

President **Jerry DiGiovanni**

Jerry DiGiovanni has been our President since November 2018. He is also the President of FW, a position he has held since 1999. He holds these positions from Fairfield, New Jersey.

Chief Financial Officer **Robert MacDonald**

Robert MacDonald has been our Chief Financial Officer since November 2018. He is also the Chief Financial Officer of FW, a position he has held since 1995. He holds these positions from Fairfield, New Jersey.

Vice President of Mergers and Acquisitions and New Operations **Philip V. DeStefano**

Philip DeStefano has served as our Vice President of Mergers and Acquisitions and New Operations since November 2018. He is also the Vice President of Mergers and Acquisitions and New Operations of FW, a position he has held since 1980. He holds these positions from Fairfield, New Jersey.

Chief Environmental Compliance Officer and Safety Director **James DiCarlo, Jr.**

James DiCarlo has been our Chief Environmental Compliance Officer and Safety Director since November 2018. He is also Chief Environmental Compliance Officer and Safety Director of FW, a position he has held since 1973. He holds these positions from Fairfield, New Jersey.

Chief Administrative Officer **Lorraine Matarazzo**

Lorraine Matarazzo has been our Chief Administrative Officer since November 2018. She is also the Chief Administrative Officer of FW, a position she has held since 1990. She holds these positions from Fairfield, New Jersey.

Operational Manager **Scott Marr**

Scott Marr has been our Operational Manager since November 2018. Prior to that, he served as the Chief Executive Officer, Director, President and Treasurer of our predecessor, FCS, from July 2013 to November 2018. He also served as Chief Executive Officer of Fleet Clean Capital Holdings, LLC from September 2015 to November 2018, Managing Member of Heritage Equipment, LLC from September 2013 to November 2018, Managing Member of Paxo Ventures, LLC from April 2014 to November 2018, Managing Member of Pure Blue Software, LLC from April 2014 to November 2018 and Managing Member of SAM Wash from June 2014 to November 2018. He holds these positions from Melbourne, Florida and Big Pine Key, Florida.

Director of Corporate Operations — Joseph G. Ginther

Joseph Ginther has been our Director of Corporate Operations since November 2018 in Melbourne, Florida. Prior to that, he was the Director of Corporate Operations for Sam Wash from February 2018 to November 2018 in Melbourne, Florida, the owner of Gregory Mitchell, LLC from December 2016 to February 2018 in Roanoke, Virginia, the Field Operations Supervisor for Sam Wash from April 2016 to December 2016 in Roanoke, Virginia, and the Department Supervisor for PlyGem Windows from November 2011 to April 2016 in Rocky Mount, Virginia.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

The initial franchise fee is $30,000 to $500,000 (the **"Initial Franchise Fee"**). All franchisees do not pay the same Initial Franchise Fee. The formula will vary according to the density of the population related to the total area and other demographic considerations in the Territory. You must pay the Initial Franchise Fee in full at the time you sign the Franchise Agreement.

If we conclude that the Operating Principal or Manager is unable to complete any phase of our initial training program to our satisfaction, we may terminate the Franchise Agreement, in which case we will refund the Initial Franchise Fee (subject to your execution of a release), less $5,000 plus our costs and expenses. Otherwise, the Initial Franchise Fee is not refundable under any circumstances.

Our predecessor, FCS, charged Initial Franchise Fees ranging from $70,000 to $75,000 during the past fiscal year. We did not sell any Franchises during fiscal year 2018.

Development Fee

If you sign a Development Agreement, you must agree to open more than one franchise and pay us a non-refundable development fee (the "**Development Fee**") equal to 50% of the Initial Franchise Fee required for each additional Franchise (after the first Franchise) to be established under the Development Agreement.

All Developers will have entered into a Franchise Agreement for the first Franchise and paid the applicable Initial Franchise Fee for the first Franchise concurrently with the signing of the Development Agreement.

If you remain in full compliance with the Development Schedule, and you are not otherwise in default under any provisions of the Development Agreement, or any other Franchise Agreement, then for each Initial Franchise Fee you pay under a Franchise Agreement (issued under the Development Agreement), we will credit back to you a portion of the Development Fee paid to us under the Development Agreement as specified in the Development Agreement. The formula used to calculate Development Fees is uniformly applied to all Developers.

Other Initial Fees

Below are other fees that are payable to us or our affiliates prior to opening the Franchise:

myFC Software License. You are required to enter into a Software License Agreement with us when you sign the Franchise Agreement in the form attached as **Exhibit H**. Under the Software License Agreement, you will pay us an annual fee (currently $1,500 per location) and a monthly support and access fee (currently $125 per month per device). We do not currently charge this fee. These fees are uniform and are not refundable. These fees do not include the cost of the device, which is currently an iPhone 8, or the service charges by the telecommunications provider.

Site Evaluation Fee. If you obtain a site and we perform an on-site site evaluation, we charge an evaluation fee of $1,500 plus our costs and expenses. We will perform an on-site evaluation if you are required to obtain a site, and we are unable to gather sufficient data regarding such site without being physically present at the site.

Equipment Sales Agreement. You are required to enter into an Equipment Sales Agreement in the form of attached **Exhibit G**. The proprietary wash box and installation will cost between $41,500 and $50,000, and this amount must be paid to us under the terms of the Equipment Sales Agreement. The cab and chassis may be purchased from any supplier as long as they meet our specifications.

Parts and Chemicals. You must purchase an inventory of specified replacement parts for the Fleet Clean Vehicle and chemicals including all required chemicals as specified in the Operations Manual prior to commencing operations. These items must be purchased from us and the cost for an initial supply of these items ranges from $2,000 to $7,000.

Amounts charged for software, site selection assistance, equipment, and parts and chemicals are uniform and are not refundable.

ITEM 6
OTHER FEES

Type of Fee (**Note 1**)	Amount	Due Date	Remarks
Royalty Fee	8.5% of your Gross Revenue (**Note 2)**	We will invoice your customers on a weekly basis, and we will pay you the net amount collected within 10 business days after payment by your customers. See **Note 2**	See **Note 2** for the definition of Gross Revenue.
Advertising Obligations	Currently, 2.5% of your Gross Revenue (**Notes 3 and 4**)	If paid to us, same as Royalty Fee	
Advertising and Promotional Materials	$250 to $2,500	As billed	If we provide you with advertising and promotional materials to use in your Franchise, we charge a reasonable amount for these materials.

Type of Fee (Note 1)	**Amount**	**Due Date**	**Remarks**
Additional Opening Assistance	Our service fee as specified in the Manuals (which is currently $200 per day); plus our expenses and costs	Time of assistance	If you request assistance or training, in addition to the pre-opening and opening training that we provide, we charge you for this additional assistance. If the Franchise is your first Franchise, we will provide one or more representatives to be present at the Franchise for opening assistance and consultations for five days free of charge.
Additional Initial Training	Our then-current Certification Program Fee (currently $1,895 if the certification program is at our headquarters, and $2,895, plus our expenses and costs, if we provide the program at your Franchise)	Upon demand	We provide initial training for two individuals at no charge. We require any new Operating Principal or replacement Manager to complete our training program, and we charge a fee for such training. We also charge a fee for training for any individuals that we train beyond the two individuals that we train at no charge.
Refresher Training/On-Site Training	All expenses incurred by your representatives in attending refresher training are your responsibility; for additional on-site training, you must pay us our then-current per diem charges and out-of-pocket expenses	Upon demand	We require that your Operating Principal, Manager and other employees attend and successfully complete refresher training programs or seminars to be conducted at such location as we designate.
Site Evaluation	Our reasonable travel expenses. We also charge a site evaluation fee for each on-site evaluation. Currently, the evaluation fee is $1,500	Upon demand	If we require you to have a Franchise Location, and we are unable to gather sufficient data regarding the proposed site without being physically present we may provide an on-site assessment. If we elect to provide an on-site assessment, we charge these fees.

Type of Fee (**Note 1**)	Amount	Due Date	Remarks
National Accounts Support Fee	Up to 5% of National Account Revenue (currently, 5%)	Same as Royalty Fee	National Account Revenue is Gross Revenue derived from a national account customer. We will provide you with 30 days advance written notice of any adjustment to the National Accounts Support Fee.
Software License and Support Fees	Under the Software License Agreement, you will pay us a reasonable annual fee (currently, $1,500 per Franchise Location) and a monthly support and access fee of $125 per month per device. (currently not charged)	The annual fee and the access fee for the first month is due upon signing the Franchise Agreement	We may increase the monthly support and access fee once during every 12 month period in an amount that reflects the percentage increase during the past 12 month period in the Consumer Price Index (Urban) published by the U.S. Bureau of Statistics.
Billing Processing and Service Fees	Actual amount of charges incurred, plus a reasonable administrative charge (currently, $40 per hour)	Upon demand	Payable if your customer requires us to use an alternate billing process, or if we incur additional out of pocket expenses of any kind in providing billing services, such as bank or credit card fees or other service fees.
Billing Administrative Fee	Up to 10% of Gross Revenue for unpaid customer invoices	Upon demand	If we are unable to collect amounts due to you under customer invoices for a period of 90 days or more, we may charge you up to 10% of Gross Revenue on the unpaid invoice(s).
Collection Fee	Our out-of-pocket costs plus a reasonable administrative fee	Upon demand	See **Note 5**.
Late Payment/late report charge; Interest on Overdue Amounts	$250 per month; 1.5% per month on the underpayment (**Note 6**)	Upon demand	Only due if you don't pay us the amounts you owe us, or do not submit the required reports, on time. Interest will be charged only on overdue amounts and will start to accrue on the date when the payment was originally due.

Type of Fee (**Note 1**)	Amount	Due Date	Remarks
Failure to Comply with Operational Standards	A reasonable charge (currently, a $100 per diem charge per violation)	Upon demand	Only due if you fail to comply with certain operational standards and specifications as specified in the Manuals and after a cure period of 10 days.
Dues and Assessments Imposed by the Franchisee Advisory Council or Association	As the franchisee advisory council or association determines	At the times required by a franchisee advisory council or association	If you are required to become a member of the Franchisee Advisory Council, you must pay the fees and assessments (if any) imposed by the council or association. *Currently no such Council has been formed.*
Audit Costs	Up to $3,500 per calendar quarter	Upon demand	We require you to pay all costs and expenses associated with any audit if we audit the Franchise because you did not timely submit sales statements, or, if we find that you underreported your sales or underpay your Royalties by 2% or more. (You will also have to pay interest and late fees on the underpayment (see "Late Payment/late report charge; Interest on Overdue Amounts" above and **Note 6**)).
Supplier Testing	Will vary	Upon demand, if incurred	If you propose a new product or supplier of products, and we inspect the supplier or test the supplier's products, we charge you or the supplier for our costs in conducting those inspections or running those tests.
Inspection Fee	Our reasonable expenses	Upon demand	We require you to reimburse our reasonable expenses for any inspection including reinspections that we may undertake to ensure that deficiencies are corrected. Additionally, if you fail to correct the deficiencies within a reasonable time, we may (but need not) correct the deficiencies, and will charge you for our actual expenses in taking such actions.

Type of Fee (**Note 1**)	**Amount**	**Due Date**	**Remarks**
Transfer Fee	$12,500	Half is due at time of transfer approval request; balance at time of transfer	Payable if you request a transfer and/or if you make a transfer (as defined in the Franchise Agreement), which includes the sale of your Franchise, your company, or a controlling interest in your company. (See **Note 7**)
Securities Offering	Our reasonable costs and expenses to review a proposed offering	Upon demand	If you propose to make an offering of any securities, we require you to reimburse us for our reasonable costs (including attorney's and accounting fees) in evaluating your proposed offering.
Renewal Fee	The greater of 25% of the Initial Franchise Fee paid by you or $10,000	Before renewal	Payable if you choose to renew the term of the Franchise Agreement for an additional term of 5 years.
Insurance procurement	Our cost to obtain insurance coverage if you fail to do so	Upon demand, if incurred	Payable only if you fail to maintain required coverage and we elect to obtain coverage for you.
Costs and Attorneys' Fees	Will vary under circumstances	Upon demand	Only if you are in default under the Franchise Agreement, in which case, we will require you to reimburse us for the expenses we incur (including reasonable attorneys' fees) as a result of your default and to enforce and terminate the agreement.
Liquidated Damages	Average of monthly Royalties and Advertising Fund Contributions for the past 12 months (or shorter period of time the Franchise has been open if less) multiplied by 36 months (or remaining months in term), discounted to present value	Upon demand	Only if the Franchise Agreement is terminated by us due to your default, or if you terminate the Franchise Agreement in violation of its terms.

Type of Fee (**Note 1**)	Amount	Due Date	Remarks
Indemnity	Will vary under circumstances	As incurred	You must indemnify us, and reimburse us for our costs (including our attorneys' fees and costs) if we are sued or held liable in any action having anything to do with your Franchise.
Development Schedule Extension Fee	$10,000 for each deadline stated in the Development Schedule to be extended	When you request an extension of any deadline under the Development Schedule	You have one extension, of up to six months, of the deadlines set in the Development Schedule, if you are in compliance with the Development Agreement, give us written notice at least 60 days prior to your next development deadline, and pay the extension fee.

Notes

1. All of the above fees are imposed by and are payable to us or our affiliate unless otherwise noted. Any fees paid to us are nonrefundable unless otherwise noted. Fees paid to a third party may be refundable depending on your agreement with third parties. All fees are uniformly applied to new System franchisees. These fees may have been waived or modified for a particular franchisee in the past based on the particular circumstances, and we may do so in the future if we deem appropriate.

2. As used in this chart, the term "**Gross Revenue**" means amounts derived from all products or services sold from or through your Franchise, including any sale of products or services made for cash or credit, or partly for cash and partly for credit, less refunds. **"Gross Revenue"** also includes the fair market value of any services or products received by you in barter or in exchange for services and products.

   We will invoice your customer on a weekly basis (unless we consider a different interval appropriate) based on sales reports we receive from you. Within ten business days after the date of payment by your customer, we will pay you the net amount collected from your customer's after deducting Royalty Fees and other amounts due to us as well as any bank, credit card or service charges.

3. **We currently require that you expend 2.5% of Gross Revenue for the purpose of advertising.** Under the Franchise Agreement, we may require that each month you contribute and/or spend up to 4.5% of Gross Revenue for the purpose of advertising. We will designate from time to time in writing how, and in what proportions, your advertising obligations will be allocated among the following two categories:

   a. Contributions to an Advertising Fund (the "**Advertising Fund Contribution**"); and/or

   b. Contributions to a **"Market Cooperative"** (see **Note 4** below) (which will not be more than 2% of your Gross Revenue for the prior month); these contributions are subject to increase by a majority vote of your Marketing Cooperative (the "**Market Cooperative Contribution**").

We will give you 60 days advance notice of any changes. We will not increase your Advertising Obligations by more than 1% in any 365-day period.

4. We may require you to join and contribute to the regional advertising and marketing cooperative (a "**Market Cooperative**") if one has been formed for the area in which the Franchise is located. We and affiliates will not contribute to any Market Cooperative, and will not have voting rights for company-owned locations.

5. If a customer fails to make payment in a timely manner, we will send a letter demanding payment within 90 days after the due date of the payment. With the exception of this letter, we have no obligation to take any other actions to collect and enforce payment of your customer accounts. However, if we do engage in such additional collection efforts, you must pay our out-of-pocket costs (including, attorney's fees, court costs and all other costs and expenses) incurred to collect and enforce payments due to you, along with a reasonable administrative fee.

6. Interest starts to accrue when your payment was initially due. Interest rates will not exceed any maximum rate that may be imposed under applicable law.

7. The balance is paid upon the closing of the transfer. However, if a proposed transfer is not consummated or closed, for any reason, except if we disapprove the transfer, you or the proposed transferee must reimburse us for all of our costs and expenses incurred in connection with our evaluation of the proposed transfer, including, for example, attorneys' and accountants' fees, background checks, site evaluation, and training, if applicable (to the extent the portion of the transfer fee paid when the transfer approval request was made does not cover those expenses).

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure (1)	Amount (low)	Amount (high)	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee (2)	$30,000	$500,000	Check or wire transfer	Upon signing the Franchise Agreement	Us
Office/Warehouse Lease (3)	$0	$12,500	As arranged	As arranged	Landlord
Signage (4)	$0	$1,000	As arranged	As arranged	Approved suppliers
Utilities (5)	$0	$3,000	As arranged	As arranged	Telephone and utility providers

Type of Expenditure (1)	Amount (low)	Amount (high)	Method of Payment	When Due	To Whom Payment Is To Be Made
Chassis (6)	$35,000	$50,000	As arranged	As arranged	Vehicle dealership
Fleet Clean Proprietary Wash Box and Installation (6)	$41,500	$50,000	As arranged	As arranged	Us
Initial Chemicals and Supplies (7)	$2,000	7,000	As arranged	As arranged	Us
Insurance (8)	$1,500	$7,000	As arranged	As arranged	Insurance carrier
Travel and Living Expenses (Training) (9)	$4,500	$7,500	As arranged	As arranged	Transportation lines, hotels and restaurants
Wages for the Operating Principal and Manager while training	$5,000	$10,000	As arranged	As arranged	Operating Principal and Manager
Employee Salaries (3 months)	$10,000	$35,000	As arranged	As arranged	Employees
iPhone 8/Computer Equipment (10)	$1000	$3,000	As arranged	As arranged	Approved suppliers
myFC Software (11)	$1,875	$1,875	ACH	See Note 11	Us
Permits, Licenses and Fees (12)	$500	$2,500	Lump sum	Before opening	Government agencies
Professional Fees (13)	$500	$6,000	Lump sum	As incurred	Third parties
Additional Funds (– 3 Months) (14)	$25,000	$50,000	As arranged	First 3 Months of Operations	Varies
TOTAL (15)	**$158,375 to $746,375**				

Under a Development Agreement, you must agree to open at least two Franchises.

Notes

(1) General. Amounts that you pay to us are not refundable unless otherwise noted. Amounts paid to a third party may or may not be refundable, depending on the terms offered by the third party.

(2) Initial Franchise Fee. The amount calculated is the total amount, except for any applicable sales tax, which is payable by you (sales tax is computed in accordance with national,

state and local law as required). If we conclude that the Operating Principal or Manager is unable to complete any phase of our initial training program to our satisfaction, a portion of the Initial Franchise Fee is refundable as described in **Item 5**. If you sign a Development Agreement, you must pay us a non-refundable development fee equal to 50% of the Initial Franchise Fee required for each additional Franchise (after the first Franchise) scheduled to be established under the Development Agreement.

(3) Office/Warehouse Lease. Franchisees do not need to have a brick-and-mortar location, and may operate from a home office (depending on local requirements including restrictions on where the Fleet Clean Vehicle(s) may be parked/stored), except we reserve the right to require that you obtain a Franchise Location at any time during the term of the Franchise Agreement depending upon the size of your Territory, demographics and other factors. If we require you to obtain a Franchise Location, or if you would like to obtain a Franchise Location, if you do not already own property that is suitable for the operation of the Franchise, you may have to purchase or lease land and a building for the Franchise. Whether or not we require you to acquire a brick-and-mortar location will depend upon factors such as the size of your Territory, the success of your business in your Territory, the number and needs of your customers and changes in the brand and the brand's marketing and service/product offerings. The rental cost of commercial property varies considerably depending upon numerous factors, including the location and condition of the property, size, as well as economic factors affecting the local market for commercial property. We estimate that a typical size of the Franchise Location is 300 to 6,000 square feet, and that monthly rent for leased space will range from $400 to $2,500 per month. Security deposits should not exceed an average of two months' rent on the property. In our experience, the rental market usually allows for some rent-free period.

The costs to purchase land and construct your site will vary considerably from location to location, and, therefore, we cannot estimate these costs.

(4) Signage. You are required to obtain approved decals, graphics and other decoration for the Fleet Clean Vehicle(s) and Manager vehicles.

(5) Utilities. If you have a Franchise Location, you will be required to pay deposits before the installation or start of service of telephone, gas, electric and other utilities. These amounts will vary depending upon your credit and your suppliers.

(6) Chassis and Fleet Clean Proprietary Wash Box and Installation. These two estimates together include one fully-equipped Fleet Clean Vehicle, which consists of the Fleet Clean proprietary wash box to be installed by us on an approved chassis truck bed. The chassis truck bed may be purchased from any supplier as long as it meets our specifications. We estimate the cost of the chassis truck bed will be between $35,000 and $50,000. The proprietary wash box and installation services will cost between $41,500 and $50,000, and this amount must be paid to us under the terms of the Equipment Sales Agreement. We may also offer you chassis truck beds for purchase, although we are not obligated to do so. We have the right to require you to purchase more than one Fleet Clean Vehicle depending on the size of your Territory, which must be outfitted in accordance with our specifications by us. In general, however, a Franchise will require one Fleet Clean Vehicle. These amounts are uniform and are not refundable.

(7) Initial Chemicals and Supplies. The estimate represents a three-month supply of cleaning chemicals and supplies.

(8) Insurance. You must obtain insurance coverage with the required limits as described in the Franchise Agreement. The estimate represents the approximate quarterly premium. Your costs will vary based on risks associated with your business and your location. The cost of Worker's Compensation insurance will vary based upon an assigned percentage of your total payroll dollars.

(9) Training. This estimate includes transportation, meals and lodging incurred by your Operating Principal and the Manager (two people total) during the initial training program. The amount expended will depend on the distance these individuals must travel and the type of accommodations you choose. In addition, you are responsible for compensating any of your owners or employees who attend the training program.

(10) iPhone/Computer Equipment. This includes the cost of one computer and one iPhone 8.

(11) Software License Fees. This estimate includes the annual fee and three months of support and access for the myFC software. You are required to enter into a Software License Agreement with us when you sign the Franchise Agreement. Under the Software License Agreement, you will pay an annual fee of $1,500 per Franchise Location and a monthly support and access fee of $125 per month per device (subject to adjustment). These fees do not include the cost of the device, which is currently an iPhone 8, or the service charges by the telecommunications provider. *This fee is not currently charged.*

(12) Permits, Licenses and Fees. Local, municipal, county and state regulations vary depending on what licenses and permits are required by you to operate a Franchise. For example, you may need city and county business and occupational licenses. Such fees are paid to governmental authorities, as incurred, before beginning business.

(13) Professional Fees. Estimated professional fees include fees for legal, accounting, architectural, engineering, time and project management consulting and other professional and consulting services you will need to assist you in matters relating to the development and operation of your Franchise.

(14) Additional Funds/Working Capital. New businesses often generate a negative cash flow. The estimated amounts in the chart are the minimum recommended levels to cover additional operating expenses for three months. However, such an amount might not be sufficient. Additional working capital may be required if sales are low and/or fixed costs are high.

(15) Total. The amount given in the chart above represents our best estimate of your total investment for one Franchise.

Type of Expenditure	**Amount (low)**	**Amount (high)**	**Method of Payment**	**When Due**	**To Whom Payment Is To Be Made**
Total Initial Investment for First Franchise (1)	$158,375	$746,375	Varies (see above chart)	Varies (see above chart)	Varies (see above chart)

Development Fees	$15,000	$1,000,000	Check or wire	Upon signing	Us
TOTAL (3)	**$173,375 to $1,746,375**				

(1) Total Initial Investment. This information corresponds to the first chart above; this chart includes information for the development of two to five Franchises under a Development Agreement. You must agree to develop a minimum of two Franchises under a Development Agreement.

(2) Development Fee. If you sign a Development Agreement, you must pay us a non-refundable development fee equal to 50% of the Initial Franchise Fee required for each additional Franchise (after the first Franchise) scheduled to be established under the Development Agreement. The Initial Franchise Fee ranges from $30,000 to $500,000 per Franchise. The low end of the Development Fee assumes you will develop two Franchises at an initial franchise fee of $30,000 per Franchise. The high end of the Development Fee assumes that you will develop five Franchises at an Initial Franchise Fee of $500,000 per Franchise. The Development Fee must be paid upon signing the Development Agreement, however, this amount is credited towards the Initial Franchise Fee for each Franchise.

(3) Total. The amount given in the chart above represents our best estimate of your total investment for two to five Franchises opened under a Development Agreement.

In compiling these charts, we relied upon our predecessor's experience in operating affiliate-owned locations. The amounts shown are estimates only and may vary for many reasons including the size and location of your Territory, the capabilities of your management team, and your business experience and acumen. For planning purposes, please note that most costs and expenses listed in this Item 7 are not within our control, and are affected by general economic conditions and, therefore, may vary. You should review these estimates carefully with a business advisor or accountant before making any decision to buy a Franchise. Except as described in Item 11, we do not finance any part of the initial investment.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General

To insure that the highest degree of quality and service is maintained, you must operate the Franchise in strict conformity with the methods, standards, and specifications we may periodically prescribe in the Manuals or otherwise in writing.

At all times during the term of the Franchise Agreement, you must:

- offer for sale only those products and services for which we have given our written approval;
- sell or offer for sale all of the products and services that we require;

- offer and sell products and services in accordance with any minimum, maximum, and/or specific prices that we may determine from time to time (except to the extent that the determination of prices is limited or prohibited by applicable law);
- not deviate from our standards and specifications, unless you have received our prior written consent; and
- stop selling and offering for sale any products or services that we have later disapproved.

We estimate that approximately 90% to 100% of your expenditures for leases and purchases in establishing your Franchise and approximately 90% to 100% for leases and purchases on an ongoing basis will be for products and services which are subject to sourcing restrictions (that is, for which suppliers must be approved by us, or which must meet our standards or specifications).

We do not provide or withhold material benefits to you (such as renewal rights or the right to open additional businesses) based on whether or not you purchase through the sources we designate or approve. However, purchases of unapproved products or from unapproved vendors in violation of the Franchise Agreement will entitle us, among other things, to terminate your Franchise Agreement.

Specifications and Approved Supplies

We require that all services, products, supplies, equipment, materials, and other products and services that you will use or offer for sale at the Franchise: (a) meet the specifications that we establish from time to time; (b) be purchased only from suppliers (including manufacturers, distributors, and other sources) that meet our specifications in the Manuals and/or that we have approved in writing; and (c) be purchased from a single source (which may be us or our affiliates).

We will provide you with a list ("**Approved Suppliers List**") of approved manufacturers, suppliers and distributors authorized for the Franchise ("**Approved Suppliers**") and a list (**"Approved Supplies List"**) of approved inventory, products, fixtures, furniture, equipment, signs, merchandise, supplies and other items or services necessary to operate the Franchise.

Any item used in the Franchise which is not specifically required to be purchased in accordance with the Approved Suppliers List or the Approved Supplies List must conform to our established standards and specifications. Our specifications and standards for purchasing are in the Manuals, which we may modify periodically.

Specific Obligations:

The following are our current specific obligations for purchases and leases of products and services:

1. *Advertising*

   You may only use advertising that has been approved by us. You must participate in all promotional programs and comply with all requirements of us or any third-party service provider designated by us to carry out such programs, including, without limitation, payment of any fees, purchase and use of additional equipment and services, which may include, without limitation, software, interface connection, and electronic funds transfer.

See Item 11 for more information regarding advertising.

2. *Real Estate*

We may require that you obtain a brick-and-mortar location for the Franchise. If we do, you must lease, sublease, or acquire a location that meets our specifications, or is otherwise approved as a location for a Franchise. Our approval of any lease is conditioned upon inclusion in the lease of the "Lease Rider," attached to the Franchise Agreement. You must provide all security, guarantees and other assurances required by the owner of the approved location.

3. *Insurance*

Under the Franchise Agreement, you must obtain and maintain the insurance coverages and policies that we prescribe in the Manuals. Each insurance policy must be issued by an issuer acceptable to us, who must have a rating of at least "A-7" in the most recent Key Rating Guide published by the A.M. Best Company (or another rating that we reasonably designate if A.M. Best Company no longer publishes the Key Rating Guide), and must be licensed to do business in the state in which the Franchise is located.

4. *Technology*

We specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by, between, or among the Franchises, including without limitation: (a) back office and point of sale systems, data, audio, video, and phone, voice storage, retrieval, and transmission systems for use at the Franchise, between or among Fleet Clean franchisees, the company-owned units and us; (b) physical, electronic, and other security systems; (c) printers and other peripheral devices; (d) archival back-up systems; (e) communication systems (including without limitation email and phone systems); and (f) Internet access mode and speed (collectively, the "**Technology System**").

We also designate: (i) software programs that you must use ("**Required Software**"); (ii) updates, supplements, modifications, or enhancements to the Required Software; (iii) the tangible media upon which you must store data; (iv) the database file structure of the Technology System; and (v) additional Technology Systems that must be used.

Currently, you must purchase at least one iPhone 8 per Fleet Clean Vehicle and license the Fleet Clean proprietary software, myFC, from us. We are the only approved supplier of the proprietary software. Our current requirements are described in **Item 11.**

5. *Fleet Clean Vehicles*

You must obtain the number of Fleet Clean Vehicles that we require from time to time. You may purchase chassis truck beds from any supplier, however, the chassis truck beds must meet our specifications, and each chassis truck bed must be approved by us prior to purchase. You are required to enter into an Equipment Sales Agreement with us under which you will purchase certain proprietary equipment and installation services for the approved chassis truck bed that you purchase. We are the only approved supplier of the proprietary equipment and installation services. We are also a supplier of chassis truck beds, but we may not have one available that meets your needs and, therefore, you may need to purchase a chassis truck bed from a third party.

We may provide financing to you in connection with your purchase of a Fleet Clean Vehicle. You are not required to use us for financing.

You must maintain all Fleet Clean Vehicles in a high degree of repair and condition, and make such repairs and replacements to the Fleet Clean Vehicle (and no others without our permission) that are required for that purpose, including, without limitation, such periodic repainting or replacement of equipment and parts as we may reasonably direct.

6. *Parts and Chemicals.*

You must purchase an inventory of specified replacement parts for the Fleet Clean Vehicle and chemicals prior to commencing operations. We are the only approved supplier of these chemicals and replacement parts. We have not determined whether these chemicals comply with applicable laws in your Territory. You must investigate whether there are any laws or regulations, which restrict or otherwise regulate the use and disposal of chemicals. The Franchise Agreement requires you to notify us in writing immediately if any approved or required chemical, product or supply is subject to laws in your Territory.

Except as described above, as of the date of this Disclosure Document, neither we nor our affiliates are approved suppliers or distributors of any products or services, nor are we or our affiliate the exclusive supplier of any products or services.

<u>Strategic Alliances and Preferred Vendor Programs</u>

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products or services to some or all of the Franchises in our System. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that refusal would be in the best interests of the System or the network of Franchises.

<u>Alternative Suppliers</u>

You may not buy any inventory, products, fixtures, furniture, equipment, signs, merchandise, supplies and other items or services necessary to operate the Franchise for which we have identified an Approved Supplier from any supplier that we have not approved in writing, and you must stop buying from any supplier who we approve, but later disapprove. We have the right to designate only one manufacturer, distributor, reseller and/or vendor for any particular item or service.

When considering whether to approve a supplier proposed by a franchisee, we will consider (among others) the following factors: whether the supplier can demonstrate, to our reasonable satisfaction, the ability to meet our then current standards and specifications; whether the supplier has adequate quality controls and capacity to supply and deliver the System's needs promptly and reliably; proximity to Franchises to ensure timely deliveries; and whether the supplier's approval would enable the System, in our sole opinion, to take advantage of marketplace efficiencies.

If you want to buy any item that does not meet our specifications or if you want to make a purchase of any item or service for which we have identified an Approved Supplier from an unapproved supplier, you first must submit to us a written request asking for our approval to do so. You may not purchase any unapproved item or make purchases from any proposed alternate supplier until we have reviewed and approved in writing the proposed item and/or new supplier. Among other things, we will have the right to require that our representatives be permitted to inspect the proposed supplier's facilities, and that samples from that supplier be delivered either to us or to an independent laboratory that we designate for testing. You are required to pay us a charge for such testing and evaluation.

We will provide you with approval or disapproval of the supplier or item within 30 days from our receipt of your request and all requested samples and information. If you do not receive approval within that time period, your request is deemed disapproved. We also may require that the proposed new supplier comply with certain other requirements that we may deem appropriate, including, for example, payment of reasonable continuing inspection/evaluation fees and administrative costs.

Criteria for suppliers will be made available to you upon request. We reserve the right, at our option, to periodically re-inspect the facilities and products of any approved supplier and to revoke our approval if the item or supplier does not continue to meet any of our then current criteria.

Purchasing Arrangements

There are no other purchasing arrangements or purchasing cooperatives in existence as of the date of this Disclosure Document.

Payments to Us Based on Franchisee Purchases

We collect and retain certain manufacturing allowances, marketing allowances, rebates, credits, monies, payments and benefits (collectively, **"Allowances"**) offered to us or to our affiliates by manufacturers, suppliers and distributors based upon your purchases of products and other products and services.

Revenue Based on Franchise Purchases

We will derive revenue from the required purchases and leases by you and other franchisees.

We acquired the Marks and System from our predecessor, FCS, on November 1, 2018. In the 2018 fiscal year, FCS' revenue from all required purchases and leases of products and services was $710,771.72, which is 82.3% of its total revenue of $863,524 for fiscal year 2018.

We received no revenue from required purchases and leases of products and services during our 2018 fiscal year, although we expect to in 2019.

Other than these amounts, neither our predecessor, nor we nor our affiliates derived revenue from required purchases in the last fiscal year.

Suppliers in Which an Officer Owns an Interest.

None of our officers owns an interest in any supplier from which our franchisees are required to make purchases.

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 the Disclosure Document.

	Obligation	Section In Agreements	Disclosure Document Item
a.	Site selection and acquisition/ lease	§ 5.1, 5.4 and 5.5 in Franchise Agreement	Items 6 and 11
b.	Pre-opening purchases/leases	§ 5.1-5.6, 5.9 and 5.11 in Franchise Agreement	Items 7 and 8
c.	Site development and other pre-opening requirements	§§ 3.3 and 5.1 through 5.6 in Franchise Agreement; § 1 in Development Agreement	Items 6, 7 and 11
d.	Initial and ongoing training	§§ 3.2, 3.4, 5.5.4, 5.6, and 12.4.8 in Franchise Agreement	Items 6 and 11
e.	Opening	§ 5.5 in Franchise Agreement	Item 11
f.	Fees	§§ 2.2.7, 3.1, 3.2, 3.4.2, 3.8, 4, 5.1.3.5, 5.6, 5.11.1, 5.13, 5.16, 5.21, 10.2, 10.3, 10.4, 12.4.9 in Franchise Agreement; § 1.1.1, 1.5, 2.1, and **Exhibit A** in Development Agreement	Items 5, 6, 7,11 and 17
g.	Compliance with standards and policies/Operating Manual	§§ 1.3, 3.5, 5, 7, and 9 in Franchise Agreement; § 4 in Development Agreement	Items 1, 8, 15 and 16
h.	Trademarks and proprietary information	§§ 1.1 and 6 in Franchise Agreement; §§ 1.2, 1.3, 1.6 and 1.7 in Development Agreement	Items 13 and 14
i.	Restrictions on products/services offered	§§ 1.3, 5.2, 5.3, 5.9, 5.10 and 5.11 in Franchise Agreement	Items 8 and 16

	Obligation	Section In Agreements	Disclosure Document Item
j.	Warranty and customer service requirements	§ 5.3 and 5.9 in Franchise Agreement	Not applicable
k.	Territorial development and sales quotas	§§ 1.1 in Franchise Agreement; § 1 in Development Agreement	Item 12
l.	Ongoing product/service purchases	§ 5 in Franchise Agreement	Items 8 and 11
m.	Maintenance, appearance and remodeling requirements	§§ 2.2.3, 5, and 12.4.5 in Franchise Agreement	Items 6 and 17
n.	Insurance	§ 11 in Franchise Agreement	Items 6 and 7
o.	Advertising	§§ 1.2, 5.15, and 10 in Franchise Agreement	Items 6 and 11
p.	Indemnification	§ 5.18, 17.4 and Exhibit C in Franchise Agreement; § 4.2, 10.4 and Exhibit B in Development Agreement	Item 6
q.	Owner's participation/management/ staffing	§§ 5.6, 5.7, 5.20 and 15.1 in Franchise Agreement	Item 15
r.	Records and reports	§§ 4.2, 5.3, and 9 in Franchise Agreement	Item 11
s.	Inspections and audits	§ 5.12, 9 in Franchise Agreement	Items 6, 11 and 13
t.	Transfer	§ 12 in Franchise Agreement; § 6 in Development Agreement	Items 6 and 17
u.	Renewal	§ 2.2 in Franchise Agreement	Item 17
v.	Post-termination obligations	§ 14 in Franchise Agreement; § 5.4 in Development Agreement	Item 17
w.	Non-competition covenants	§ 15 in Franchise Agreement; § 7 in Development Agreement	Item 17
x.	Dispute resolution	§ 23 in Franchise Agreement; § 14 in Development Agreement	Item 17

ITEM 10
FINANCING

We may offer financing to qualified franchisees as described in this Item 10.

Under the terms of the Commercial Finance Agreement (**Exhibit I**), we currently provide financing to our franchisees for up to 80% of the purchase price for Fleet Clean Vehicles and to finance the acquisition of company-owned Fleet Clean businesses at a rate of 5 to 10% interest. We may charge a loan origination fee of 1%, and may charge a Private Business Loan Risk Fee of 0 to 2.5% of the loan amount. There are no other financing charges. The rate of interest could be different depending on when financing is given, and will vary due to our cost of funds when loan is given, and also your creditworthiness and the size of the loan.

The term of the financing is 48 to 120 months, and the loan is payable with 48 to 120 monthly payments.

You must grant us a blanket lien on your Franchise including your Fleet Clean Vehicle and accounts receivable, plus any other assets owned by you (the **"Secured Assets"**).

Prepayments of principal may be made by you at any time, however, any prepayment will not reduce the total interest that you owe to us under the original terms of the Commercial Finance Agreement.

Payments are made on the first day of the month by check payable to us. We are also authorized to deduct payments owed under the Commercial Finance Agreement from payments from your customers or by electronic funds transfer from a designated bank account.

A default under the Franchise Agreement is a default under the Commercial Finance Agreement. A complete description of defaults under the Commercial Finance Agreement is contained in Section 5 of the Commercial Finance Agreement.

A failure to make any payment under the Commercial Finance Agreement when due or other violation of the Commercial Finance Agreement is also a default under the Franchise Agreement for which we may terminate the Franchise Agreement. Upon default of the Commercial Finance Agreement, all amounts owed are due and payable immediately at our option and the default interest rate of 18% will apply. We may take possession of the Secured Assets if you default. If we or our agent or assignee seeks to enforce the Commercial Loan Agreement in an arbitration or a judicial or other proceeding, we (or our agent or assignee) are entitled to recover reasonable costs and expenses incurred in connection with such judicial or other proceeding. The assignment terms, including whether we will remain primarily obligated to provide the financed products or services may vary. The franchisee may lose all its defenses against the lender as a result of the sale or assignment.

You are required to release all prior claims against us and our affiliates under the terms of the Commercial Finance Agreement, and you waive presentment for payment, demand, and all other demands and notices. If we assign the loan, you must execute all documents we require. If you do not, the loan becomes immediately due and payable. No other loans are permitted unless we provide written consent. No loans by your owners may be taken or repaid until the loan is paid in full. Disputes must be heard in Brevard County, Florida.

All of your owners must personally sign the Commercial Finance Agreement, making them personally liable for all amounts owed.

Except as described above, the Commercial Finance Agreement does not require that you waive any defenses or other legal rights.

We have no practice or intent to sell, assign or discount to a third party all or part of any of your financing arrangements.

We do not know whether you will be able to obtain financing from third parties for all or part of your investment and, if so, the terms of the financing. We will receive direct or indirect payments for placing financing.

Other than as described in this disclosure document, neither we nor our affiliates offer direct or indirect financing to you or guarantees any of your notes, leases or obligations.

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

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

Pre-Opening Obligations

We are required by the Franchise Agreement to provide certain assistance and services to you.

Before you open your Franchise:

1. We will provide initial training for up to two individuals (including your Operating Principal and your Manager) at our headquarters or at a location we designate. (Franchise Agreement, Section 3.2)

2. If we require you to have a location for the Franchise, we will provide such site selection counseling and assistance as we deem advisable. We may perform a site evaluation if we deem that such an evaluation is necessary, although you must reimburse us for our reasonable costs and the site evaluation fee. We may also perform an on-site evaluation to confirm that its construction and specifications meet the quality standards of the System. (Franchise Agreement, Sections 1.1 and 3.3)

3. If the Franchise is your first Franchise, at our expense, we will require one or more representative(s) to be present for assistance and consultation for opening assistance and consultations for five days after opening. Such representatives will assist you in establishing and standardizing procedures and techniques for the operation of the Franchise and in training Franchise personnel. (Franchise Agreement, Section 3.4.1)

4. If you request additional assistance to facilitate the opening of the Franchise, and we deem it necessary, feasible and appropriate, we will provide such additional opening assistance. You must reimburse us for the expenses we incur in providing such assistance, and we have the right to charge a service fee. (Franchise Agreement, Section 3.4.2)

5. We will lend you, for the term of the Franchise Agreement, one copy of the Manuals. (Franchise Agreement, Section 3.5) The Table of Contents of the Manuals as of the date of this Disclosure Document is attached to this Disclosure Document as **Exhibit E**, and is 248 pages total.

We are not required by the Franchise Agreement to furnish any other service or assistance to you before the opening of your Franchise. We are not required to furnish any services or assistance to you before the opening of a Franchise under the Development Agreement.

We will provide you with names of suppliers for fixtures, equipment, signs, opening inventory, or supplies. For specific obligations please refer to Item 8 of the Disclosure Document.

Continuing Obligations

We are required by the Franchise Agreement to provide certain assistance and service to you. During the operation of your Franchise:

1. We will make available additional training programs, as we deem appropriate. (Franchise Agreement, Sections 3.2 and 5.6)

2. We will review and approve or disapprove all promotional materials and advertising that you propose to use. (Franchise Agreement, Section 3.6)

3. We will administer the Advertising Fund as stated in the Franchise Agreement and as described below in this Item 11. (Franchise Agreement, Section 3.7)

4. We will invoice your customers on a weekly basis (unless we consider a different interval appropriate). We will process payments received from your customers, and deduct and pay ourselves Royalty Fees and other amounts due to us, and pay you the balance within 10 business days after the date of payment. If a customer fails to make payment in a timely manner, we will send a letter demanding payment within 90 days after the due date of the payment. (Franchise Agreement, Section 3.8)

5. We will provide periodic assistance in the marketing, management, and operation of the Franchise, at the times and in the manner that we determine. (Franchise Agreement, Section 3.10)

Neither the Franchise Agreement, nor any other agreement, requires us to provide any other assistance or services for you during the operation of the Franchise. We are not required to furnish any services or assistance to you after the opening of a Franchise under the Development Agreement.

Site Evaluation

Under the terms of the Franchise Agreement, we may require that you locate and construct a Franchise Location. If we require you to have a Franchise Location or if you desire to operate your Franchise from a Franchise Location, you must locate the premises within the Territory at a location that is suitable for the operation of the Franchise. If we require you to obtain a Franchise Location, you must lease, sublease, or acquire a site for the Franchise Location, at your expense, within four months after the date on which we notify you in writing that you must obtain a Franchise

Location, and you must have the Franchise Location open for operations within six months after we notify you of such requirement. (Franchise Agreement, Section 5.1)

We require that you submit to us, in the form specified by us, such site approval forms and data that we may specify, which may include a copy of the site plan, financial information, and such other information or materials as we may reasonably require, together with an option contract, letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining any proposed site. We have 15 days within which to evaluate a proposed site. A site will be deemed disapproved if you have not received our written approval of the site at the end of such period. (Franchise Agreement, Section 5.1.1)

When considering a site for a Franchise, we consider factors such as population-based trends and area demographics, traffic patterns and counts, site visibility and accessibility, available parking and the general, overall suitability of facility and surrounding area, and potential lease terms. We may make our site-selection criteria available to you upon request.

If you do not find a suitable site and lease and acquire the approved site within four months of our request, you will be in default and we may terminate the Franchise Agreement. (Franchise Agreement, Sections 5.1 and 13.2.1)

Typical Length of Time Before Operation

We estimate that the typical length of time between the signing of the Franchise Agreement, or the first payment of any consideration for the Franchise, and the opening of a Franchise is three to six months. Factors affecting this length of time include making financing arrangements, obtaining permits and licenses, scheduling initial training, and the delivery and installation of equipment and hiring staff.

For a single unit Franchise (i.e., no Development Agreement signed), you must open your Franchise not later than four months after signing the Franchise Agreement if we do not require you to obtain Franchise Location, and not later than six months if we do require you to obtain a Franchise Location. (Franchise Agreement, Section 5.5) If you sign a Development Agreement, time frames and time limits described in the Development Schedule, and not those in the Franchise Agreement, will apply to the opening of your Franchise under the Development Agreement.

Training

We will provide the initial training (instruction and required materials, only) for up to two individuals. (Franchise Agreement, Section 3.2) We have the right to charge a fee for additional individuals who attend training. Travel, room and board and salaries and other benefits for your attendees are exclusively at your expense.

Before your Franchise opens, the Manager and the Operating Principal must attend and successfully complete, to our satisfaction, the initial training program. We reserve the exclusive right to determine whether the Manager and Operating Principal have satisfactorily completed the initial training. (Franchise Agreement, Section 5.5.4)

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job-Training	Location of Training
Orientation	.5	0	Currently, Melbourne, Florida
Licensing and Permitting	.5	0	Currently, Melbourne, Florida
Tax Requirements	.5	0	Currently, Melbourne, Florida
Insurance Requirements	.5	0	Currently, Melbourne, Florida
Employee Search and Hiring	1.5	0	Currently, Melbourne, Florida
Bookkeeping and Recordkeeping	2.5	0	Currently, Melbourne, Florida
Accounting and Reporting	2.5	0	Currently, Melbourne, Florida
Sales, Marketing and Development	2.5	0	Currently, Melbourne, Florida
Operations Management	4	0	Currently, Melbourne, Florida
Environmental Management	1	0	Currently, Melbourne, Florida
Waste Generation and Disposal	1	0	Currently, Melbourne, Florida
Waste Documentation and Reporting	1	0	Currently, Melbourne, Florida
Logistics and Dispatching	1.5	0	Currently, Melbourne, Florida
Vehicle and Equipment Operation	2.5	0	Currently, Melbourne, Florida
Vehicle and Equipment Maintenance	2.5	0	Currently, Melbourne, Florida
Cost Controls	1.5	0	Currently, Melbourne, Florida

Subject	Hours of Classroom Training	Hours of On-the-Job-Training	Location of Training
Quality and Performance Standards	2.5	0	Currently, Melbourne, Florida
Safety Requirements	1.5	0	Currently, Melbourne, Florida
DOT Requirements	1.5	0	Currently, Melbourne, Florida
Training Requirements	2	0	Currently, Melbourne, Florida
Security Requirements	1.5	0	Currently, Melbourne, Florida
Customer Relations and Communications	2	0	Currently, Melbourne, Florida
Problem Identification and Resolution	2	0	Currently, Melbourne, Florida
Intermediate and Final Tests and Evaluation	1.5	0	Currently, Melbourne, Florida
Segment – Safety			
Module - Driving	0	.5	Franchise Location
Module - PPE	0	.5	Franchise Location
Module - Jobsite Safety	0	.5	Franchise Location
Module - Equipment Safety	0	.5	Franchise Location
Module - Chemicals Safety	0	.5	Franchise Location
Module - In Case of Injury	0	.5	Franchise Location
Segment - The Fleet Clean Rig			
Module - Fueling	0	.25	Franchise Location
Module - Starting	0	.25	Franchise Location
Module - Checking Oil	0	.25	Franchise Location
Module - Checking Transmission Fluid	0	.25	Franchise Location
Module - Checking Power Steering Fluid	0	.25	Franchise Location

Subject	Hours of Classroom Training	Hours of On-the-Job-Training	Location of Training
Module - Checking Brake Fluid	0	.25	Franchise Location
Module - Checking Tire Pressure	0	.5	Franchise Location
Module - Troubleshooting	0	.5	Franchise Location
Segment – Equipment Use			
Module - Water Tanks – Hydrant Fill	0	.5	Franchise Location
Module - Water Tanks – Hose Fill	0	.25	Franchise Location
Module - Hoses & Hose Reels	0	.25	Franchise Location
Module - Pressure Washers	0	.5	Franchise Location
Module - Spray Nozzle Tips	0	.25	Franchise Location
Module - Generator	0	.5	Franchise Location
Module - Water Reclamation	0	1	Franchise Location
Segment – Equipment Maintenance and Troubleshooting			
Module - Pressure Washer Oil Change	0	.5	Franchise Location
Module - Pressure Washer Troubleshoot	0	.5	Franchise Location
Module - Pump Fluid Oil Change	0	.5	Franchise Location
Module - Generator Oil Change	0	.5	Franchise Location
Module - Generator Troubleshooting	0	.5	Franchise Location
Module - Water Reclaim Cleaning	0	.5	Franchise Location

Subject	Hours of Classroom Training	Hours of On-the-Job-Training	Location of Training
Module - Water Reclaim Troubleshooting	0	.5	Franchise Location
Module - High Pressure Hose Change	0	.5	Franchise Location
Module - Filing Hose Ends	0	.25	Franchise Location
Module - Fitting Changes	0	.5	Franchise Location
Module - O-Ring Changes	0	.25	Franchise Location
Module - Unloader Valve Changing	0	.5	Franchise Location
Module - Injector Changes	0	.5	Franchise Location
Module - Injector Rebuild	0	.5	Franchise Location
Segment – Soaps and Chemicals			
Module - Blue Soap			Franchise Location
Mixing	0	.5	Franchise Location
Using	0	.5	Franchise Location
Module - Aluma-Brite			Franchise Location
Mixing	0	.5	Franchise Location
Using	0	1	Franchise Location
Module - Degreaser			Franchise Location
Mixing	0	.5	Franchise Location
Other Uses	0	1	Franchise Location
Segment – Fleet Washing			
Module - Vehicle Types			Franchise Location
Tractors	0	.25	Franchise Location
Trailers	0	.25	Franchise Location

Subject	Hours of Classroom Training	Hours of On-the-Job-Training	Location of Training
Tankers	0	.25	Franchise Location
Module - Sequence	0	3	Franchise Location
Where to Start On Yard	0	.5	Franchise Location
Where to Start on Vehicle	0	.25	Franchise Location
Roles	0		Franchise Location
Wand	0	3	Franchise Location
Upper Brush	0	3	Franchise Location
Lower Brush	0	3	Franchise Location
Module - Wheel Washing	0	1	Franchise Location
Module - Washing Trailers/Boxes	0	3	Franchise Location
Module - Washing Tankers	0	2	Franchise Location
Module - Washing Cabs	0	3	Franchise Location
Module - Trailer/Box Washouts	0	2	Franchise Location
Module - Engine Degreasing	0	2	Franchise Location
Module - Interior Cleaning	0	2	Franchise Location
Segment – Concrete Cleaning	0	2	Franchise Location
TOTALS:	40	53.25	

We conduct the initial training program on an as-needed basis at our headquarters and such other places as we may designate.

The training program will be supervised by Joey Ginther. Joey is our Director of Operations, and his background is described in Item 2. He has supervised the training of System franchisees since 2018 and has operated Fleet Clean locations since April 2016.

The training materials consist of the Manual and related written materials.

If the Manager ceases active management of the Franchise or if the Operating Principal is changed or is no longer an equity owner, you must hire a new Manager or appoint a new Operating Principal (as the case may be), who must be approved in writing by us. The new Manager or Operating Principal must undergo a certification training program that is prescribed by us which may include training at your Franchise, another Franchise or such other place as we designate. All expenses incurred by us and the new Manager or Operating Principal in attending such program including, without limitation, travel costs, room and board expenses and salaries and other benefits, are your responsibility. In addition, you must pay our then-current certification fees and out of pocket expenses, including without limitation, reasonable travel and room and board expenses. (Franchise Agreement, Section 5.6.1)

We also provide and require that your Operating Principal, Manager and other employees attend and successfully complete refresher training programs or seminars to be conducted at such location as we may designate. All expenses incurred by your representatives in attending such program including, without limitation, travel costs, room and board expenses and salaries and benefits, are your responsibility. (Franchise Agreement, Section 5.6.2)

If you ask that we provide additional on-site training, and we are able to do so, then you will pay us our then-current per diem charges and out-of-pocket expenses. (Franchise Agreement, Section 5.6.3)

Advertising and Marketing

For each month during the term of the Franchise Agreement, you will be required to: (a) contribute monies to the Advertising Fund; and/or (b) contribute monies to a Market Cooperative (which is described below). We may periodically change the amounts that you are required to contribute or spend, but your Advertising Obligations (i.e., Advertising Fund Contributions and Market Cooperative Contributions) will not, collectively, exceed 4.5% of your Gross Revenue. (Franchise Agreement, Section 10.2)

We currently require that you contribute 2.5% of your Gross Revenue to the Advertising Fund. We do not require that you spend any amount on local advertising, although we may require that you contribute to a Market Cooperative (up to the 4.5% maximum).

We are not required to spend any amount on advertising in your area.

Advertising Fund

We have established a fund for System-wide advertising (the **"Advertising Fund"**). The Advertising Fund is maintained and administered by us or by our designee as follows:

1. We or a designee have the right to direct all advertising programs, as well as all aspects of the advertising program, including the concept, materials, and media used in the programs and the placement and allocation of the programs. The Advertising Fund is intended to maximize general public recognition, acceptance, and use of the System; and we and our designee are not obligated, in administering the Advertising Fund, to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures within their trade area, by the Advertising Fund.

We are not required to spend any amount of the Advertising Fund in your trade area. (Franchise Agreement, Section 10.3.1)

2. The Advertising Fund, and all contributions to and earnings from, the Advertising Fund, will be used only (except as otherwise provided below) to meet any and all costs of maintaining, administering, directing, conducting, creating, and/or otherwise preparing advertising, marketing, public relations and promotional programs and materials, and any other activities that we believe will enhance the image of the System. This includes, among other things, the costs of preparing and/or conducting: media advertising campaigns; direct mail advertising; marketing surveys and other public relations activities; employing advertising and/or public relations agencies; purchasing promotional items; developing new or modified trade dress and marks; point-of-purchase (POP) materials; design and photographs; conducting and administering visual merchandising, and other merchandising programs; purchasing media space or time (including all associated fees and expenses); administering regional and multi-regional marketing and advertising programs; market research and customer satisfaction surveys; developing and implementing customer loyalty and gift card programs; the creative development of, and actual production associated with, premium items, give-aways, promotions, contests, public relation events, and charitable or non-profit events; developing and maintaining our website; developing, implementing and maintaining an electronic commerce website and/or related strategies; maintaining and developing one or more websites devoted to the System, the Marks and/or the "Fleet Clean" brand; providing promotional and other marketing materials and services to the Franchises operated under the System; and the salaries of our employees to the extent such employees provide services in conjunction with System marketing activities. The Advertising Fund may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved in advance by us, which products, services, or improvements we will have the right to determine, that we believe will promote general public awareness and favorably support for the System. We will have the sole right to decide how the Advertising Fund creates, places, and pays for marketing. As noted above, we may allocate a reasonable amount of the Advertising Fund toward the cost of our website's maintenance and further development. The website may have a section relating to our franchise opportunity, and all advertising and promotional materials may reflect the availability of Franchises. Otherwise, we do not use Advertising Fund monies for advertising that is principally a solicitation for the sale of franchises. As used in the Franchise Agreement, the term "website" means an interactive electronic document contained in a network of computers linked by communications software. The term website includes the Internet and World Wide Web home pages. (Franchise Agreement, Section 10.3.2)

3. You must contribute to the Advertising Fund in the manner we specify. All sums you pay to the Advertising Fund will be maintained in an account separate from our other monies. (Franchise Agreement, Section 10.3.3)

No portion of the Advertising Funds was expended on the franchise sales portion of our website in our fiscal year 2018.

4. The Advertising Fund will not be used to defray our general operating expenses, provided, however, that we will have the right to charge the Advertising Fund for the reasonable administrative costs and overhead that we incur in activities reasonably related to the direction and implementation of the Advertising Fund and marketing programs for you and the System (for example, costs of personnel for creating and implementing, associated overhead, advertising, merchandising, promotional and marketing programs, and accounting services reasonably related to the operation and functions of the Advertising Fund). The Advertising Fund and its

earnings will not otherwise inure to our direct benefit. We or our designee will maintain separate bookkeeping accounts for the Advertising Fund. (Franchise Agreement, Section 10.3.3)

5. The Advertising Fund is not a trust. We do not assume any fiduciary obligation to you or any other franchisee for maintaining, directing, or administering the Advertising Fund or for any other reason. An unaudited statement of the operations of the Advertising Fund as shown on the books of the Advertising Fund is prepared annually by us, and will be made available to you on an annual basis, upon request. The Advertising Fund is not audited. (Franchise Agreement, Section 10.3.4)

6. Although the Advertising Fund is intended to be of perpetual duration, we maintain the right to terminate the Advertising Fund. The Advertising Fund will not be terminated, however, until all monies in the Advertising Fund have been spent for marketing or promotional purposes. (Franchise Agreement, Section 10.3.5)

During our fiscal year ended December 31, 2018, we have not spent any Advertising Fund contributions. We purchased the Marks and System in October 2018. During the fiscal year ended December 31, 2018, our predecessor, FCS, used the Advertising Fund contributions as follows:

Item	**% Spent**
Call Center Staff	65%
Online Marketing	32%
Print Marketing/Sponsorships	2%
Office Expense	1%
Total	**100%**

We contribute to the Advertising Fund on the same basis as is required of our franchisees with respect to company-owned locations. Locations owned by FW will not contribute to the Advertising Fund.

<u>Advertising Councils</u>.

There are no advertising councils presently in place or anticipated in the immediate future, although we reserve the right to establish advertising councils.

<u>Market Cooperatives</u>

The purpose of a Market Cooperative is to conduct marketing campaigns for the Fleet Clean Businesses located in a particular region. We currently have no Market Cooperatives. If a Market Cooperative covering your Territory is established, we may require that you join the new Market Cooperative within 30 days after it is established. You will not be required to be a member of more than one Market Cooperative. The following provisions will apply to each Market Cooperative:

1. Market Cooperatives are established, formed and governed in the form and manner that we have approved in advance. Unless we specify otherwise, the activities carried on by each Market Cooperative will be decided by a majority vote of its members. Any company-owned locations in the region or area in which a Market Cooperative has been established will have the same voting rights as those Franchises owned by franchisees. Each Franchise owner

or franchisee will be entitled to cast one vote for each Franchise owned. Any disputes arising among or between you, other members of the Market Cooperative, and/or the Market Cooperative, will be resolved according to the rules and procedures stated in the Market Cooperative's governing documents. (Franchise Agreement, Section 10.4.1)

2. Market Cooperatives are formed exclusively for the purpose of administering regional marketing programs and developing (subject to our approval) standardized promotional materials for use by the members in local advertising and promotion. (Franchise Agreement, Section 10.4.2)

3. Market Cooperatives may not use marketing, promotional plans, or materials without our prior written approval, as described below. (Franchise Agreement, Section 10.4.3)

4. You must submit your required contribution to the Market Cooperative at the same time as payments are required for Royalties and the Advertising Fund Contribution, together with the statements and reports that may be required by us or by the Market Cooperative, with our written approval. (Franchise Agreement, Section 10.4.4)

Each Market Cooperative will prepare an unaudited statement of contributions and expenditures of the Market Cooperative, and make it available within 60 days after the end of the Market Cooperative's fiscal year end. A majority of the members may authorize an audit of their Market Cooperative's financial statements at the close of any accounting year. A copy of the report will be provided to each member.

If requested by us in writing, you must submit your payments and reports for the Market Cooperative directly to us, and we will distribute the money and reports to the Market Cooperative. If we incur administrative expenses in support of the Market Cooperative, these expenses may be paid to us from the funds of the Market Cooperative.

5. Although a Market Cooperative is intended to be of perpetual duration, we maintain the right to terminate any Market Cooperative. A Market Cooperative will not be terminated, however, until all monies in that Market Cooperative have been expended for marketing or promotional purposes. (Franchise Agreement, Section 10.4.5)

As of the date of this Disclosure Document, we have not established any Market Cooperatives.

Websites and Other E-Commerce

You may not offer or promote or sell any products or services or make any use of the Marks, through the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce (as defined below) and co-branding arrangements without our prior written approval. (Franchise Agreement, Section 10.8)

We currently require that any franchisee Internet presence be through our website for the System. Each franchisee will have its location listed on our website. You must follow our intranet and Internet usage rules, policies and requirements. We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements.

Technology Systems

We have the right to require that you purchase and maintain a Technology System, including: (a) back office and point of sale systems, data, audio, video, and phone, voice storage, retrieval, and transmission systems for use at the Franchise, between or among Fleet Clean franchisees, the corporate units and us; (b) physical, electronic, and other security systems; (c) printers and other peripheral devices; (d) archival back-up systems; (e) communication systems (including without limitation email and phone systems); and (f) Internet access mode and speed. (Franchise Agreement, Sections 3.9 and 5.13)

We may also develop, have developed, or license computer programs and other services and systems related to the technology matters. You must comply with our standards and specifications regarding the Technology System, which may require that you enter into licenses or agreements and pay fees to us or approved suppliers. These fees may include expenses and fees for development of programs and services, licensing fees to obtain the rights to use the Technology System, and maintenance and/or support fees.

Currently, we require that you to have one personal computer, and to license myFC software from us.

The License Fee for this software is currently $1,500 per year per Franchise location. There is also a Support Fee which is currently $125 per month, per device, which provides you with telephone support for the application as well as a method for us to access the information and reports necessary to evaluate your Franchise and generate invoices to send to your clients on your behalf. These fees also include updates as we generate them. These fees do not include the cost of the device, which is currently an iPhone 8, or the necessary service charges by the telecommunications provider which will be your responsibility.

You must also license Excel®, Quickbooks®, Word® and Powerpoint®.

Finally, we require that you purchase one iPhone 8 per Fleet Clean Vehicle.

We estimate that these systems will cost between $1,000 and $3,000 to purchase.

We may require you to upgrade and/or change any hardware component or software program at any time during the term of the Franchise Agreement. There are no contractual limits on the frequency or cost of your obligations to obtain these upgrades and changes.

It is your responsibility to comply with all data protection, privacy and security laws and standards imposed or implemented with respect to your Technology System.

We will have independent access to all information stored on your Technology System, which includes all customer and sales data. There are no contractual limitations on our right to access your computer information.

We will provide maintenance, support, and updates for the myFC software. Other than that, we are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We currently do not require that you enter into a maintenance contract.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $0 to $0.

ITEM 12
TERRITORY

Franchise Agreement

Your Franchise is not for a specific location and will be operated from a home office and your Fleet Clean Vehicle(s) within a specified Territory, unless we require that you have a Franchise Location.

Your Territory will be negotiated by you and us before you sign the Franchise Agreement and specifically described in the Franchise Agreement. In negotiating the Territory, we may examine population, median household income, traffic flow, presence of businesses, location of competitors, demographic, and other market conditions. The minimum area for a Territory is approximately the size of one county.

You may provide mobile, commercial vehicle cleaning services and related services to customers using the Fleet Clean Vehicle(s) in the Territory. You may not provide these services for customers outside of your Territory without our prior written consent, and you may not provide these services by any other means other than a Fleet Clean Vehicle.

If you are required to have a Franchise Location, or if you desire to operate your Franchise from a Franchise Location, we have the right to approve the site. You may not relocate your Franchise Location unless you receive our prior written approval. You will be able to relocate the premises if the lease for the site expires or terminates and it is not your fault, or if the site is destroyed, condemned or otherwise rendered unusable, or if otherwise agreed to. Any relocation will be at your expense, and we will have the right to charge you for all reasonable costs and expenses we incur to approve and implement the relocation.

Under the Franchise Agreement, you are not granted an *exclusive* territory. You could face competition from other franchisees, from Fleet Clean Franchises and company-owned locations we or our parent or affiliates own, or from other channels of distribution or competitive brands that we or our parent or affiliates control.

You may solicit customers and advertise your Franchise anywhere you choose. There are no restrictions on you, any of our other franchisees, or us to prevent any soliciting or advertising in someone else's territory. No party is obligated to pay compensation to any other party for soliciting customers from the other franchisee's territory. However, you may only service customers within your Territory unless we otherwise agree.

FW acquired the Marks and System on November 1, 2018. FW operates a business under the name "Fleetwash" that offers mobile truck washing services throughout the United States, and may offer these services in your Territory. Except for FW, neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark that sells or will sell products or services similar to those you will offer. However, the Franchise Agreement does not prohibit us from doing so.

We may establish other franchised or company-owned locations in your Territory that may compete with your Franchise.

We have the right to engage in any other activities not expressly prohibited in the Franchise Agreement.

We will not reduce the size of your Territory even if the population in it increases. Likewise, we will not expand the size of your Territory if the population in it decreases. We cannot alter your Territory unless you give us your written consent. Any rights that are not specifically granted to you under the Franchise Agreement are retained by us.

The Franchise Agreement does not contain any provisions under which you might receive any options, rights of first refusal or similar rights to acquire additional Franchises. You may apply for the right to operate additional Franchises under separate Franchise Agreements or under a Development Agreement, as described below.

There is no minimum sales quota under Franchise Agreements or requirement regarding market penetration or other contingency.

Development Agreement

If you sign a Development Agreement, you will receive the right to develop additional Franchises in one or more Development Areas. The size of the Development Area will be mutually determined, and will depend on the demographics and economic factors related to the Development Areas and other factors.

If you are in compliance with your obligations under the Development Agreement and all Franchise Agreements between you and us, then we will not establish, nor license anyone other than you the right to establish, a Franchise in your Development Area until the earlier of (a) the termination or expiration of the Development Agreement; or (b) the last date specified in the Development Schedule.

Under the Development Agreement, you are not granted an *exclusive* territory. You may face competition from other franchisees, from Fleet Clean Franchises and company-owned locations we or our affiliates own, or from other channels of distribution or competitive brands that we control.

However, you are granted certain rights in your Development Areas as explained below.

We and our affiliates reserve the right (a) to operate and permit franchisees or others to establish and operate Franchises at any location outside of the Development Area; (b) to sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, within or outside of the Development Area, products and services bearing the Marks through channels of distribution other than mobile, on-site, commercial vehicle cleaning and related service businesses within the Development Area including, without limitation, the internet, catalogs, or fixed-location (i.e., not mobile) commercial vehicle cleaning businesses; (c) to sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, within or outside of the Development Area, products and services bearing similar marks including, without limitation, businesses that offer mobile, on-site, commercial vehicle cleaning services under the mark “Fleetwash”; and (d) to acquire, be acquired by, or merge with other businesses and to convert them to the Marks or any other name at any location.

Under the Development Agreement, we grant additional rights to develop additional Franchises subject to compliance with the Development Agreement. Otherwise, the Development Agreement does not contain any provisions under which you might receive any options, rights of first refusal or similar rights to acquire additional franchises.

Your territorial protection in the Development Area is dependent on your compliance with the Development Schedule, and is not dependent upon your achievement of a certain sales volume, market penetration or other contingency. If you fail to adhere to the Development Schedule, we may reduce or terminate the Development Agreement. We otherwise will not otherwise change the size of your Development Area.

ITEM 13
TRADEMARKS

We grant you the right to operate a Franchise under the trademark "Fleet Clean" and other Marks we may authorize you to use.

We own the following registered trademarks on file with the United States Patent and Trademark Office (**"USPTO"**) on the Principal Register:

Mark	Registration Number	Registration Date
FLEET CLEAN	4,153,464	6/05/2012
FLEET CLEAN (words only)	5,600,172	11/6/2018
FLEET CLEAN USA	5,600,174	11/6/2018

We have filed all required affidavits, and none of these trademarks have yet been renewed.

There are no agreements currently in effect which significantly limit our rights to use or license the use of the trademarks, service marks, trade names, logotypes or other commercial symbols in any manner material to the Franchise.

There are no currently effective determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, trademark administrator of any state, or any court, nor any pending interference, opposition or cancellation proceeding, nor any pending material litigation involving the Marks that is relevant to their use by you.

We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks.

Your usage of the Marks and any goodwill established from their use will benefit us. You will not receive any interest in the Marks. You may not at any time contest the validity or ownership of the Marks, including any Marks we authorize or license to you after you sign the Franchise Agreement.

You must not use any Mark or part of any Mark as part of any corporate or trade name, in any modified form, in connection with the sale of any unauthorized product or service or in any other manner we do not authorize in writing. You must give notices of trademark and service mark registrations as we specify and obtain fictitious or assumed name registrations as may be required under applicable law.

You must not use any merchandising, advertising or promotional practice which is unethical or may be injurious to our business, other Franchises or the goodwill associated with the Marks.

We and our agents will have the right to enter and inspect your Franchise to make sure you are complying with our standards.

You must use the designation ®, TM, SM or other trademark registration notice where applicable or otherwise indicate in your advertising that "Fleet Clean" and all other Marks are our trade names, trademarks and service marks.

You must promptly notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, and our right to use and to license others to use, or your right to use, the Marks. We have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks.

The Franchise Agreement does not contain any provisions under which we are required to defend or indemnify you against any claims of infringement or unfair competition arising out of your use of the Marks. You must promptly notify us of any claim asserted or litigation instituted by any person, entity, or governmental agency involving the Marks.

If we undertake the defense or prosecution of any litigation concerning the Marks, you must sign any documents and agree to do the things as may, in our counsel's opinion, be necessary to carry out that defense or prosecution, such as becoming a nominal party to any legal action. Unless the litigation is the result of your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your out of pocket costs in doing these things (although you will still be responsible for the salary costs of your employees) and we will bear the costs of any judgment or settlement. However, if the litigation results from your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement, then you will have to reimburse us for the cost of the litigation, including attorneys' fees, as well as the cost of any judgment or settlement.

If it becomes advisable at any time in our sole judgment for you to modify or discontinue using any Mark or for you and the Franchise to use one or more additional or substitute trade or service marks, you will have to immediately comply with our directions. We have no obligation to reimburse you for any expenditures you make because of any discontinuance or modification.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

No patents are material to the operation of your Franchise.

Copyrights

We claim copyright protection covering various materials used in our business and the development and operation of Franchise, including the trade dress, the Manuals, advertising and promotional materials, and similar materials (discussed below). We have not registered these materials with the United States Registrar of Copyrights, but we are not required to do so. We may register one or more of these items or copyrightable materials in the future.

There are no currently effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits our rights to use or allow franchisees to use the copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your use of the copyrighted materials. No agreement requires us to protect or defend our copyrights or to indemnify you for any expenses or damages you incur in any judicial or administrative proceedings involving the copyrighted materials. No provision in the Franchise Agreement requires you to notify us of claims by others of rights to, or infringements of, the copyrighted materials. If we require, you must immediately modify or discontinue using the copyrighted materials. We have no obligation to reimburse you for any expenditures you make because of any discontinuance or modification.

Confidential Information

Except for the purpose of operating the Franchise under the Franchise Agreement, you may never (during Franchise Agreement's term or later) communicate, disclose, or use for any person's benefit any of the confidential information, knowledge, or know how concerning the operation of the Franchise that may be communicated to you or that you may learn by virtue of your operation of the Franchise or your operations under the Franchise Agreement. You may divulge confidential information only to those of your employees who must have access to it in order to operate the Franchise. Any and all information, knowledge, know how, and techniques that we designate as confidential will be deemed confidential for purposes of the Franchise Agreement, including any information gathered through the Technology System. However, this will not include information that you can show came to your attention before we disclosed it to you; or that at any time became a part of the public domain, through publication or communication by others having the right to do so.

In addition, we may require you, your Manager, and any employee who may have access to any confidential information to sign non-disclosure and non-competition covenants. Every one of these covenants must provide that the person signing will maintain the confidentiality of information that they receive in their employment or affiliation with you or the Franchise. These agreements must be in a form that we find satisfactory, and must include, among other things, specific identification of us as a third party beneficiary with the independent right to enforce the covenants.

Confidential Manuals

In order to protect our reputation and goodwill and to maintain high standards of operation under our Marks, you must conduct your business according to the Manuals. We will lend you one set of our Manuals for the term of the Franchise Agreement. The Manuals may be multiple volumes with printed text, video, and/or audiotapes and files, computer disks, and other electronically stored data. We may provide a portion or all of the Manuals (including updates and amendments) and other instructional information and materials in, or via, electronic media, including through the Internet.

You must always treat in a confidential manner the Manuals, any other Manual we create (or that we approve) for use with the Franchise, and the information contained in the Manuals. You must use best efforts to maintain this information as secret and confidential, protect it from being viewed by others, and treat the Manuals with the same degree of care as you would treat your most highly confidential documents. You may not copy, duplicate, record, or otherwise reproduce the Manuals and the related materials, or any portion of the Manuals (except for the parts of the Manuals that are meant for you to copy, which we will clearly mark as such), nor may you otherwise let any unauthorized person have access to these materials. The Manuals are our sole property. You must always keep the Manuals in a secure place at the Franchise.

We may periodically revise the contents of the Manuals, and you must make corresponding revisions to your copy of the Manuals, and comply with each new or changed standard immediately upon receipt of the revision. If there is ever a dispute as to the contents of the Manuals, our master copy of the Manuals (maintained at our home office) will be controlling.

You must disclose to us all ideas, concepts, methods, techniques and products that you conceive or develop during the term of the Franchise Agreement relating to the development and/or operation of Franchises. You will grant to us and procure from your affiliates, owners, agents, or employees a perpetual, non-exclusive, and worldwide right for us (and our affiliates, franchisees and other licensees) to use any such ideas, concepts, methods, techniques and products. You will do so in consideration of the grant of the Franchise, and without the payment by us of additional consideration.

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

You must appoint an individual owner as your Operating Principal who owns at least a 20% interest in the entity who must have authority over all business decisions related to the Franchise, and must have the power to bind you in all dealings with us. You must also appoint a Manager to manage the day-to-day business of the Franchise, who may be your Operating Principal, unless we believe that he or she does not have sufficient experience. You must provide us with written notice of your Operating Principal and Manager at least 60 days prior to opening the Franchise. Your Operating Principal and Manager must attend and successfully complete the required training program.

Your Manager must be approved by us, but need not have an equity interest in the franchising entity. Our approval of a Manager will be based on whether the proposed Manager has a good business reputation, appears to have the business and interpersonal skills and acumen to manage this type of business, is not a competitor of ours, and whether such Manager has completed our training program. There are no other limits on whom you can hire as your Manager.

Any replacement Operating Principal or new Manager must attend and successfully complete the required training and certification.

If you and your affiliates operate three or more Franchises, you may be required to hire a district manager. Any such district managers are required to attend and successfully complete the required training.

We require your Manager, any new Manager, other highly trained personnel and each equity owner of the franchisee entity to sign a non-disclosure and non-competition agreement, the current form of which is attached to the Franchise Agreement.

Each present and future equity owner of a franchisee entity must jointly and severally guarantee your performance of each and every provision of the Franchise Agreement by executing the Guarantee, Indemnification and Acknowledgement in the form attached to the Franchise Agreement and/or the Development Agreement. We may also require guarantees from the family of an entity owner, including spouse or domestic partner, and any entities controlled in the aggregate by any of these individuals. Our current policy is that we generally will not require a guarantee from a spouse (or domestic partner) at the time of signing the Franchise Agreement or Development Agreement if the individual franchisee, or the individual owner of the franchisee that is signing the Guarantee, Indemnification and Acknowledgment has a net worth of at least one million dollars. We may revise our policy from time to time.

You must maintain a competent, conscientious, trained staff in numbers sufficient to promptly service customers. You also must take any steps as are necessary to ensure that all Franchise employees preserve good customer relations, adhere to our performance guidelines in the Manuals, and comply with all applicable state and/or local board laws, regulations and guidelines.

Other than as described above, we do not impose any other restrictions on your Managers.

You must prominently display, by posting a sign within public view on or in the premises, a statement that clearly indicates that the Franchise is independently owned and operated as a Fleet Clean franchisee and not as our agent.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only products and services that we have approved, which includes mobile, on-site, commercial vehicle cleaning services that feature and operate under the Marks. You must all must offer for sale all products and services that we require. We have the right to change the types of authorized products or services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all services must be performed within your Territory unless we otherwise consent as specified below.

You may not perform Services using equipment other than a Fleet Clean Vehicle that meets Franchisor's specifications and standards, and you may not perform Services in the territory of another Fleet Clean franchisee. You may perform services for customers that are located outside of the Territory provided (a) you have submitted to us a written request to provide Services for such customer giving the name of the customer and its location; and (b) we have approved such request in writing. We may revoke our approval at any time.

We can change, supplement, improve, or modify the System at any time, as we deem appropriate. These changes may include, among others, the adoption or use of new or different products, services, equipment and furnishings for Franchise; development of new techniques and methods for the promotion and sale of products and services at Franchises; and the use of new marks or copyrights. You must, upon reasonable notice, accept, adopt, implement, use, and display any change to the System we may make, at your expense.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Franchise Agreement

Provision	Section in Franchise Agreement	Summary
a. Length of the Franchise Term	§ 2.1	10 years
b. Renewal or extension of the Term	§ 2.2	If you have complied with all of the provisions in the Franchise Agreement, you may renew the Franchise for two additional terms of 5 years each, subject to certain contractual requirements described in "c" below.
c. Requirements for you to renew or extend	§ 2.2	Notice, update Fleet Clean Vehicles and Franchise Location (if applicable), satisfaction of monetary obligations, compliance with Franchise Agreement, release us, sign new Franchise Agreement, pay renewal fee, and others; see §§ 2.2.1 - 2.2.9 in Franchise Agreement. The new agreement that you must sign at renewal may contain terms and conditions that are materially different than the original contract.
d. Termination by you	Not Applicable	Not applicable
e. Termination by us without cause	Not Applicable	Not applicable

Provision	Section in Franchise Agreement	Summary
f. Termination by us with cause	§ 13	Default under Franchise Agreement, bankruptcy, abandonment, and other grounds; see § 13 of the Franchise Agreement. Under the U.S. Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcy filing.
g. "Cause" defined – curable defaults	§ 13.3	All other defaults not specified in §§ 13.1 and 13.2 of the Franchise Agreement
h. "Cause" defined - non-curable defaults	§§ 13.1 and 13.2	Bankruptcy, abandonment, conviction of felony, failure to locate site (if applicable), failure to complete training, violation of covenants, maintaining false books or records, three or more defaults in 12 months, default under other agreements, transfer in violation of Franchise Agreement and others; see § 13.2 of the Franchise Agreement. Under the U.S. Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcy filing.
i. Your obligations on termination/ nonrenewal	§ 14	Cease operating Franchise, cease use of Marks, assign lease/modify premises, cancel assumed names, payment of amounts due, return Manual and others; see §§ 14.1 – 14.13 of the Franchise Agreement.
j. Assignment of contract by us	§ 12.1	There are no limits on our right to assign the Franchise Agreement.
k. "Transfer" by you – defined	§§ 12.3.1 - 12.3.4	Includes transfer of any interest.
l. Our approval of transfer by you	§ 12.4	We have the right to approve transfers.
m. Conditions for our approval of transfer	§ 12.4	Release us, sign new Franchise Agreement, payment of transfer fee, upgrade Franchise, transferee complete training and others; see §§ 12.4.1 - 12.4.11 of the Franchise Agreement.
n. Our right of first refusal to acquire your business	§ 12.5	We have a right of first refusal. If you or any of your owners wants to accept an offer to purchase you, any material asset or any direct or indirect interest in you, you and/or the owner must first offer the assets or interest to us under the same terms and conditions. If we do not wish to acquire the assets or interest, you and/or the owner may then transfer them to the third party.
o. Our option to purchase your business	§ § 14.10	We have the option to purchase your furnishings, equipment, material, or inventory at the lesser of fair market value or your book value, free of all liens and encumbrances. To exercise this option, we must notify you of our election within 30 days of expiration or termination, and must complete the purchase within 60 days after our notice to you.

Provision	Section in Franchise Agreement	Summary
p. Your death or disability	§§ 12.6, 12.7 and 12.8	Your estate must transfer your interest in the Franchise to a third party we have approved, within a year after death or six months after the onset of disability.
q. Non-competition covenants during the term of the franchise	§ 15.2	Includes prohibition on engaging in any **"Competitive Business,"** which shall mean a business which offers commercial vehicle cleaning and related services (see § 15.2 of the Franchise Agreement).
r. Non-competition covenants after the franchise is terminated or expires	§ 15.3	Includes a two year prohibition similar to "q" (above), (a) at the Approved Location, (b) within a 100 mile radius of the Territory, or (c) within a 100 mile radius of the territory of any other Franchises then-operating under the System.
s. Modification of the agreement	§ 21	Must be in writing signed by both parties.
t. Integration/ merger clause	§ 21	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. *However, no claim made in any Franchise Agreement is intended to disclaim the express representations made in this Disclosure Document.*
u. Dispute resolution by arbitration or mediation	§ 23.2	All disputes will be resolved by arbitration at the American Arbitration Association office located nearest our principal place of business (currently, Melbourne, Florida), subject to applicable state law (except for injunctive relief). (See Note below).
v. Choice of forum	§§ 23.2 and 23.3	The parties consent to venue in the federal or state courts in the county in which our principal place of business is located (currently, Brevard County in Florida), subject to applicable state law. (See Note below).
w. Choice of law	§ 23.1	The laws of Florida shall govern, subject to applicable state law. (See Note below).

Development Agreement

Provision	Section in Development Agreement	Summary
a. Length of the franchise term	§ 3	The end of the Development Schedule.
b. Renewal or extension of the term	Not Applicable, but see § 1.5	You may have one extension, of up to six months, of the time periods in the Development Schedule.

Provision	Section in Development Agreement	Summary
c. Requirements for you to renew or extend	Not Applicable	You must be in compliance with the Development Agreement, give us written notice at least 60 days prior to your next development deadline, and pay us a non-refundable extension fee equal to $10,000 for each Franchise for which the deadline, as set in the Development Schedule, will be extended.
d. Termination by you	Not Applicable	Not Applicable
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	§ 5.1 and 5.2	Bankruptcy, insolvency, and other grounds; and failure to meet Development Schedule. Under the U.S. Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcy filing.
g. "Cause" defined – curable defaults	§ 5.2.5	Any other defaults not specified in §§ 5.1 or 5.2, such as a material failure to comply with the Development Agreement and the terms of other agreements.
h. "Cause" defined - non-curable defaults	§§ 5.1 and 5.2	Bankruptcy, insolvency, and others; failure to meet Development Schedule; termination of a Franchise Agreement. Under the U.S. Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcy filing.
i. Your obligations on termination/ nonrenewal	§ 5.4	Cease operating or developing new Franchises; see also § 5.3 (actions in lieu of termination).
j. Assignment of contract by us	Not applicable	
k. "Transfer" by you – defined	§ 6	Includes transfer of any interest.
l. Our approval of transfer by you	§ 6	We are not required to approve a transfer.
m. Conditions for our approval of transfer	§ 6	Prior written approval
n. Our right of first refusal to acquire your business	Not applicable	Not Applicable
o. Our option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	§ 7.1	Includes prohibition on engaging in any Competitive Business (see q. above under the Franchise Agreement).
r. Non-competition covenants after the franchise is terminated or expires	§ 7.2	Includes a two year prohibition similar to "q" (above): (i) within the Development Area; (ii) within a 100 mile radius of the Development Area or any other Franchise under construction or operating at the time of termination or expiration.

Provision	Section in Development Agreement	Summary
s. Modification of the agreement	§ 12	Must be in writing signed by both parties.
t. Integration/ merger clause	§12	Only the terms of the Development Agreement are binding. Any representations or promises made outside the Disclosure Document and Development Agreement may not be enforceable. *However, no claim made in any Franchise Agreement is intended to disclaim the express representations made in this Disclosure Document.*
u. Dispute resolution by arbitration or mediation	§ 14.2	All disputes will be resolved by arbitration at the American Arbitration Association office located nearest our principal place of business (currently, Melbourne, Florida), subject to applicable state law (except for injunctive relief). (See Note below).
v. Choice of forum	§ 14.3	The parties consent to venue in the federal or state courts in the county in which our principal place of business is located (currently, Brevard County in Florida), subject to applicable state law. (See Note below).
w. Choice of law	§ 14.1	Florida laws shall govern, subject to applicable state law. (See Note below)

Please refer to the disclosure addenda and contractual amendments appended to this disclosure document for additional terms that may be required under applicable state law. These additional disclosures, if any, appear in an addendum or rider in **Exhibit L.**

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in this Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet a franchisee is 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 do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a company or affiliate-owned location or Franchise, except as stated below.

The following tables show the historical reported average, median, high and low annual FY 2018 Gross Revenue for the franchised and affiliate or company-owned units that were open and operating for the entire FY 2018 (the **"Reporting Period"**), and that were open for at least 18 months at January 1, 2018 (the **"Criteria"**).

There were a total of 30 units (consisting of franchised units and affiliate or company owned units) that operated the entire Reporting Period, and a total of 31 units open as of December 31, 2018 (as two franchised units opened during 2018 and one affiliate or company owned unit closed during 2018). Of these 31 units, there were 28 units that were open the entire Reporting Period and otherwise met the Criteria (i.e., they were open for at least 18 months at January 1, 2018).

Note that "franchised and affiliate or company-owned units" include franchised units and that are owned and operated by FW as of the date of our acquisition of the Marks and System on November 1, 2018.

Prior to November 1, 2018, franchised units were supported by our predecessor, FCS, and affiliated or company-owned units were owned and operated by FCS' affiliate, Sam Wash.

This Item 19 includes information for the following categories:

- units located within territories with a population of 3,500,000 to 10,000,000 million are **"Larger Units"**;
- units within territories with a population of 500,000 to 3.499,999 are **"Medium Units"**; and
- units within territories with a population of 10,000 to 499,000 are **"Smaller Units"**.

In addition, seven franchised units were reacquired by our predecessor or us during the past fiscal year. These units are all included as part of the company or affiliate owned units for purposes of this Item.

FY 2018 refers to the period from January 1, 2018 to December 31, 2018.

We prepared the information below from our information and from information provided by our predecessor, FCS and its affiliate, Sam Wash, and our franchisees. These reported results are not audited, and we have not independently verified data provided by FCS, Sam Wash and our franchisees, although we believe it to be accurate.

100% of the sample achieved or surpassed the lowest stated result.

"Gross Revenue" as used in this Item 19 includes all revenue but excludes (i) sales taxes or similar taxes that, by law, are chargeable to customers and payable to a taxing authority; and (ii) refunds, chargebacks, credits and allowances given to customers.

Characteristics of these businesses may differ substantially from your business depending on your previous business and management experience, how much you pay your principals and your management team, competition in your area, the size of your market, your debt service obligations, the length of time that the included businesses have operated compared to your business, and the services sold at your business compared to the included businesses. The sales and expenses of an individual franchisee may vary greatly depending on these and a wide variety of other factors, including the location, population and demographics in your market area, economic and market conditions, labor and product costs, etc.

Part A. <u>GROSS REVENUE TABLES FOR COMPANY OR AFFILIATE OWNED UNITS</u>

Larger Company or Affiliate/Company-Owned Unit Gross Revenue Analysis FY 2018			
	Gross Revenue	**Number of Sample that Achieved or Surpassed Stated Result**	**Percent of Sample that Achieved or Surpassed Stated Result**
Median	$278,662	1	50%
Average	$278,662	1	50%
Highest	$389,697	1	50%
Lowest	$167,627	2	100%

Medium Company or Affiliate/Company-Owned Units Gross Revenue Analysis FY 2018			
	Gross Revenue	**Number of Sample that Achieved or Surpassed Stated Result**	**Percent of Sample that Achieved or Surpassed Stated Result**
Median	$181,301	2	50%
Average	$166,984	2	50%
Highest	$209,007	1	25%
Lowest	$96,327	4	100%

Smaller Company or Affiliate/Company-Owned Units Unit Gross Revenue Analysis FY 2018			
	Gross Revenue	**Number of Sample that Achieved or Surpassed Stated Result**	**Percent of Sample that Achieved or Surpassed Stated Result**

Median	$204,437	3	50%
Average	$207,713	3	50%
Highest	$285,254	1	16.7%
Lowest	$118,283	6	100%

Part B. GROSS REVENUE TABLES FOR FRANCHISED UNITS

Larger Units Operated by Franchisees Unit Gross Revenue Analysis FY 2018			
	Gross Revenue	**Number of Sample that Achieved or Surpassed Stated Result**	**Percent of Sample that Achieved or Surpassed Stated Result**
Median	$1,315,253	2	66.7%
Average	$1,052,540	2	66.7%
Highest	$1,728,469	1	33.3%
Lowest	$113,897	3	100%

Medium Units Operated by Franchisees Unit Gross Revenue Analysis FY 2018			
	Gross Revenue	**Number of Sample that Achieved or Surpassed Stated Result**	**Percent of Sample that Achieved or Surpassed Stated Result**
Median	$213,118	6	54.5%
Average	$205,656	6	54.5%
Highest	$437,730	1	9.1%
Lowest	$51,088	11	100%

Smaller Units Operated by Franchisees Unit Gross Revenue Analysis FY 2018			
	Gross Revenue	**Number of Sample that Achieved or Surpassed Stated Result**	**Percent of Sample that Achieved or Surpassed Stated Result**

Median	$202,348	1	50%
Average	$202,348	1	50%
Highest	$218,390	1	50%
Lowest	$186,307	2	100%

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

Some outlets have earned this amount. Your individual results may differ. There is no assurance you'll earn as much.

As stated above, the information provided herein is based on historic revenue. The information presented is not a forecast of future potential performance.

We recommend that you make your own independent investigation to determine whether or not the Franchise may be profitable and that you consult with an attorney and other advisors prior to executing the Franchise Agreement.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing unit, however we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income you should report it to our management by contacting Scott Marr at 478 N. Babcock Street, Melbourne, Florida 32935, (877) 477-9274, the Federal Trade Commission and the appropriate state agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1 -- Systemwide Outlet Summary for Years 2016, 2017 and 2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	9	17	+8
	2017	17	23	+6
	2018	23	19	-4
Company-Owned	2016	6	5	-1
	2017	5	6	+1
	2018	6	12	+6

Total Outlets	2016	**15**	**23**	**+8**
	2017	**23**	**26**	**+3**
	2018	**26**	**31**	**+5**

Table No. 2 -- Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) for Years 2016, 2017 and 2018

State	Year	Number of Transfers
Georgia	2016	1
	2017	0
	2018	2
Idaho	2016	0
	2017	0
	2018	1
Tennessee	2016	0
	2017	1
	2018	0
Total	**2016**	**1**
	2017	**1**
	2018	**3**

Table No. 3 – Status of Franchised Outlets for Years 2016, 2017 and 2018

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations (other reasons)	Outlets at End of the Year
Arizona	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	1	0	0
Colorado	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
Florida	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
Georgia	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Idaho	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Louisiana	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	1	0	0
	2018	0	0	0	0	0	0	0
Missouri	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Nevada	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Ohio	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	1	0	0
Oklahoma	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1

	2018	1	0	0	0	0	0	1
Oregon	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
South Carolina	2016	1	1	0	0	0	0	2
	2017	2	1	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Tennessee	2016	0	3	0	0	0	0	3
	2017	3	1	0	0	0	0	4
	2018	4	0	0	0	2	0	2
Texas	2016	2	1	0	0	1	0	2
	2017	2	3	0	0	0	0	5
	2018	5	1	0	0	1	0	4
Virginia	2016	0	1	0	0	0	0	1
	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	2	0	0
TOTALS:	2016	**9**	**9**	**0**	**0**	**1**	**0**	**17**
	2017	**17**	**7**	**0**	**0**	**1**	**0**	**23**
	2018	**23**	**3**	**0**	**0**	**7**	**0**	**19**

Table No. 4 – Status of Company-Owned Outlets for Years 2016, 2017 and 2018

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
Arizona	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	1	0	0	1
Florida	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	1	0
Kansas	2016	1	0	0	1	0	0

	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
New Mexico	2016	2	0	0	0	0	2
	2017	2	0	0	0	0	2
	2018	2	0	0	0	0	2
Ohio	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	1	0	0	1
Tennessee	2016	0	3	0	0	3	0
	2017	0	0	0	0	0	0
	2018	0	0	2	0	0	2
Texas	2018	2	0	0	0	0	2
	2017	2	0	0	0	0	2
	2018	2	0	1	0	0	3
Virginia	2016	0	1	0	0	1	0
	2017	0	0	0	0	0	0
	2018	0	0	2	0	0	2
Louisiana	2016	0	0	0	0	0	0
	2017	0	0	1	0	0	1
	2018	1	0	0	0	0	1
Total	**2016**	**6**	**4**	**0**	**1**	**4**	**5**
	2017	**5**	**0**	**1**	**0**	**0**	**6**
	2018	**6**	**0**	**7**	**0**	**1**	**13**

Table No. 5 – Projected Openings as of December 31, 2018 for 2019

STATE	FRANCHISE AGREEMENTS SIGNED BUT FRANCHISE NOT OPEN	PROJECTED NEW FRANCHISES IN NEXT FISCAL YEAR	PROJECTED NEW AFFILIATE - OWNED FRANCHISES IN NEXT FISCAL YEAR
Florida	0	1	0
Utah	0	1	0
Tennessee	0	1	0
Texas	1	1	0
Total	1	4	0

The addresses and contact information of our franchised Fleet Clean Businesses at the end of our 2018 fiscal year are listed on **Exhibit J-1.**

The addresses and contact information of our franchisees that had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year are provided in **Exhibit J-2.**

If you buy a Franchise, your contact information may be disclosed to other buyers when you leave the System.

We have no trademark specific franchisee associations that we sponsor or that have requested to be included in this Disclosure Document.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. During the three year period ended December 31, 2018, one former franchisee signed such a confidentiality clause.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as **Exhibit D** is our audited opening balance sheet dated as of November 1, 2018. Our fiscal year ends on December 31. We have not been in business for 3 years or more and, therefore, cannot include all financial statements required in paragraphs (u)(i)(i) and (ii) of the FTC Franchise Rule.

ITEM 22
CONTRACTS

Copies of the following contracts are attached to this Disclosure Document

1. Franchise Agreement – **Exhibit B**
2. Development Agreement – **Exhibit C**
3. Equipment Sale Agreement – **Exhibit G**
4. Software License Agreement **– Exhibit H**
5. Commercial Finance Agreement – **Exhibit I**
6. Release – **Exhibit K**
7. State Specific Addenda and Riders– **Exhibit L**

There are no other contracts or agreements that we provide to be signed by you.

ITEM 23
RECEIPT

The Receipt pages are attached as the last two pages of this disclosure document.

EXHIBIT A
STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible or the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Department of Business Oversight *Los Angeles* 320 West 4th Street Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 *Sacramento* 1515 K Street Suite 200 Sacramento, CA 95814-4052 (916) 445-7205 *San Diego* 1350 Front Street, Room 2034 San Diego, CA 92101-3697 (619) 525-4233 *San Francisco* One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, Hawaii 96810 (808) 586-2744	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, Indiana 46204 (317) 232-6681	
Maryland	Maryland Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-7042	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, Maryland 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Market Assurance Division 85 7th Place East, Suite 500 St. Paul, Minnesota 55101-2198 (651) 296-6328	
New York	Office of the New York State Attorney General Investor Protection Bureau Franchise Section 120 Broadway, 23rd Floor New York, NY 10271-0332 (212) 416-8236 Phone (212) 416-6042 Fax	New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 Attention: New York Secretary of State (518) 473-2492
North Dakota	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Securities 445 East Capitol Avenue Pierre, SD 57501-3185 (605) 773-4823	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760	
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, Wisconsin 53701 (608) 266-2801	

EXHIBIT B
FORM OF FRANCHISE AGREEMENT

FW FLEET CLEAN, LLC

FRANCHISE AGREEMENT

____
Franchisee Name

____
Date of Agreement

SUMMARY PAGE

1. **Effective Date:** ____________________________

2. **Franchisee's Name:** ____________________________

3. **Franchisee's State of Organization** *(if applicable):* ____________________________

4. **Ownership of Franchisee:** ____________________________

   If the franchisee is an entity, the following persons constitute all of the owners of a legal and/or beneficial interest in the franchisee:

Name	Percentage Ownership
________________________________	______%
________________________________	______%
________________________________	______%

5. **Territory (Section 1.1):** [attach map if necessary]____________________________

____

6. **Initial Franchise Fee (Section 4.1):** $______________

7. **Operating Principal (Section 5.6):** ____________________________

8. **Franchisee's Address for Notices (Section 20):** ____________________________

____

____

9. **Additional Terms *(if any)*:** ____________________________

____

____

Initials: ____________(FW FLEET CLEAN, LLC) _______(Franchisee)

<u>Exhibits</u>:

A Trademarks
B Lease Rider
C Guarantee, Indemnification and Acknowledgment
D Non-Disclosure and Non-Competition Agreement

FRANCHISE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into as of the date (the **"Effective Date"**) set forth on the Summary Page, which appears after the cover page of this Agreement (the **"Summary Page"**) (the Summary Page and all appendices and schedules attached to this Agreement are hereby incorporated by this reference), by and between **FW FLEET CLEAN, LLC,** a Delaware limited liability company with its principal place of business at 478 N. Babcock Street, Melbourne, Florida 32935 ("**Franchisor**" or **"we"**), and the entity identified on the Summary Page as the franchisee (**"Franchisee"** or **"you"**) with its principal place of business as set forth on the Summary Page.

BACKGROUND:

A. Franchisor owns a format and system (the "**System**") relating to the establishment, development and operation of franchises (**"Franchises"**) that offer and provide mobile, on-site, commercial vehicle cleaning and related services that operate under the Marks (as defined below) using specially equipped Fleet Clean service vehicles (**"Fleet Clean Vehicles"**).

B. The distinguishing characteristics of the System include, without limitation, distinctive business formats; procedures; the Manual (as defined in **Section 3.5**); the Fleet Clean Vehicles; procedures for operations, accounting, collections, management and inventory control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor from time to time;

C. Franchisor identifies the System by mark FLEET CLEAN and associated logos, commercial symbols and such other trade names, service marks and trademarks as are now, or in the future, designated by Franchisor as an integral part of the System ("**Marks**") including but not limited to the currently registered Marks identified on **Exhibit A**;

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

E. Franchisee desires to operate a Franchise under the System and using the Marks, and wishes to obtain a license from Franchisor for that purpose, as well as to receive the training and other assistance provided by Franchisor in connection therewith;

NOW, THEREFORE, the parties agree as follows:

1. GRANT

1.1. Grant of Rights; No Exclusivity Territory. Upon the terms and conditions set forth in this Agreement, Franchisor hereby grants to Franchisee a non-exclusive license (the **"License"**) to operate a business that specializes in providing mobile, on-site, commercial vehicle cleaning and related services (the **"Services"**) within the geographic area described on the Summary Page (the **"Territory"**). Franchisee hereby accepts such License, and undertakes the obligation to operate a Franchise in accordance with this Agreement during the entire initial term of the License (as specified in **Section 2.1**). Franchisee acknowledges and agrees that this Agreement is non-exclusive and does not grant any territorial rights, radius restrictions, or protected area. This means that Franchisor and its affiliates have the right to conduct any business activities, under any name, in any geographic area, and at any location, without any liability to Franchisee regardless of the proximity to or effect on the Franchise. By way of illustration, and without limiting the foregoing, Franchisor and its affiliates have the right:

1.1.1. to operate and permit franchisees or others to establish and operate Franchises at any location within or outside the Territory notwithstanding their actual or threatened impact on sales of the Franchise;

1.1.2. to operate or permit franchisees or others to establish and operate businesses at any location under other systems or other Marks, including businesses that may offer or sell products or services that are the same or similar to the products or services offered from the Franchise, within or outside the Territory and notwithstanding their proximity to the Territory or their threatened or actual impact on sales of the Franchise;

1.1.3. to sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, within or outside of the Territory, products and services bearing the Marks or similar marks through other channels of distribution including, without limitation, the internet, catalogs, or fixed-location (i.e., not mobile) commercial vehicle cleaning businesses; and

1.1.4. to acquire, be acquired by, or merge with other businesses and to convert them to the Marks or any other name at any location.

Franchisee acknowledges that the activities described in **Section 1.1.1** through **1.1.4** are only examples, and do not limit the business activities that Franchisor and its affiliates may undertake. Franchisee also acknowledges that Franchisor has made no other representations concerning Franchisee's rights in any geographic territory.

1.2. Advertising and Promotional Materials. Franchisor and Franchisee acknowledge that advertising and promotional materials created, placed, and/or distributed by Franchisor, other franchisees operating under the System, or other entities authorized by Franchisor, may appear in media distributed in, or may be directed to prospective customers located within, trade areas or market areas nearby or encompassing the Territory, including on Franchisor's website or any related website. Neither Franchisee, nor any other franchisee, is restricted from offering or promoting products or services to any customers regardless of where they reside; provided, however, Franchisee may not perform Services outside of the Territory, except as expressly provided herein.

1.3. Sale of Products and Services. Unless otherwise permitted by Franchisor, Franchisee shall offer and sell only products and services previously authorized by Franchisor using Fleet Clean Vehicles, and only within the Territory, only in accordance with the requirements of this Agreement and the procedures set forth in the Manuals as they may be developed and/or modified from time to time. Franchisee may not perform Services using equipment other than a Fleet Clean Vehicle that meets Franchisor's specifications and standards. Franchisee understands and acknowledges that certain former Fleet Clean franchisees were granted protected territories, and shall not perform Services in the protected territory of another Fleet Clean franchisee. Franchisee may perform Services for customers that are located outside of the Territory provided (a) Franchisee has submitted to Franchisor a written request to provide Services for such customer giving the name of the customer and its location; and (b) Franchisor has approved such request in writing. Franchisor may at any time revoke its approval effective upon giving written notice of the same to Franchisee.

2. TERM AND RENEWAL

2.1. Term. Except as otherwise provided herein and unless sooner terminated in accordance with the provisions hereof, the initial term of the License commences on the Effective Date and continues until that date which is 10 years after the Effective Date.

2.2. Renewal. Franchisee may, at its option, request to renew Franchisee's right to operate the Franchise for two additional terms of five years each. Franchisee's option of renewal is subject to the following conditions, each of which must be met prior to the renewal:

2.2.1. If Franchisee operates the Franchise from a "brick and mortar location" or physical structure (the **"Franchise Location"**), Franchisee shall present evidence to Franchisor that Franchisee has the right to remain in possession of the Franchise Location for the duration of the renewal term, or shall obtain approval by Franchisor of a new location for the Franchise for the duration of the renewal term;

2.2.2. Franchisee shall give Franchisor written notice of Franchisee's election to renew no fewer than six months, nor more than 12 months, prior to the end of the initial term;

2.2.3. Franchisee shall update, refurbish, or replace the Franchise Location (if applicable) and its Fleet Clean Vehicle(s) to comply, as determined solely by Franchisor, with Franchisor's then-current standards;

2.2.4. From the time of Franchisee's election to renew through the expiration of the original term, Franchisee and its affiliates shall not have been in default of any provision of this Agreement, any amendment to this Agreement, any successor to this Agreement, or any other agreement between Franchisee (and its affiliates) and Franchisor (and its affiliates); and, as determined in the sole discretion of Franchisor, Franchisee and its affiliates shall have complied with all the terms and conditions of this Agreement, such other agreements, as well as the Operating Standards (as defined in **Section 5.9**) prescribed by Franchisor during the term of this Agreement;

2.2.5. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates, and shall have timely met those obligations throughout the term of this Agreement;

2.2.6. Franchisee shall execute Franchisor's then current form of franchise agreement, which agreement shall supersede this Agreement in all respects (except the renewal franchise agreement with not require payment of an initial franchise fee). Franchisee acknowledges that the terms, conditions, and provisions of the renewal franchise agreement, and the obligations of the parties thereto, may differ substantially from the terms, conditions, provisions and obligations in this Agreement, including, without limitation, a higher percentage royalty fee and advertising contribution;

2.2.7. Franchisee shall pay, in lieu of an initial franchise fee, a renewal fee equal to 25% of the Initial Franchise Fee or $10,000, whichever is greater;

2.2.8. Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its affiliates, and their respective officers, directors, agents, and employees; and

2.2.9. Franchisee and its personnel shall comply with Franchisor's then current qualification and training requirements, prior to commencement of operations under the renewal form of franchise agreement.

3. FRANCHISOR'S DUTIES

3.1. Site Evaluation Services. Franchisor may require that Franchisee have a Franchise Location at which to operate the Franchise and park and store the Fleet Clean Vehicle(s). If Franchisor requires Franchisee to have a Franchise Location, Franchisor shall furnish to Franchisee such site selection counseling and assistance as Franchisor may deem advisable. Franchisor may perform an on-site evaluation of a proposed site for the Franchise Location if Franchisor deems such on-site evaluation necessary and appropriate in its sole discretion; provided, however, Franchisee shall reimburse Franchisor for Franchisor's reasonable expenses incurred in connection with any on-site evaluation(s), including, without limitation, the cost of travel, lodging and meals, and Franchisor may assess Franchisee its then-current site review fee, regardless of whether the site visit was made on Franchisor's own initiative or at Franchisee's request.

3.2. Initial and On-Going Training. Franchisor shall provide for Franchisee's Operating Principal (as defined in **Section 5.6**) and Manager (as defined in **Section 5.6**), such initial training programs as Franchisor may designate, to be conducted at such time(s) and location(s) designated by Franchisor. Franchisor may charge a reasonable fee for additional individuals who attend training. Franchisor shall also provide such ongoing training as it may, from time to time, deem appropriate. Franchisor shall be responsible for the cost of instruction and materials, subject to **Section 5.6**.

3.3. Development of the Franchise. If Franchisor requires Franchisee to have a Franchise Location, Franchisor may perform an on-site evaluation of the location to confirm that its construction and specifications meet the quality standards of the System. Franchisor reserves the right to approve or disapprove the construction or specifications of the location and may require Franchisee to alter the location at its own expense. Franchisee acknowledges that compliance with any federal, state or local law, code or regulation (including without limitation those concerning the Americans with Disabilities Act (the **"ADA"**) or similar rules governing public accommodations of commercial facilities for persons with disabilities), shall be Franchisee's responsibility and at Franchisee's expense.

3.4. Opening Assistance and Training.

3.4.1. In addition to the initial training described in **Section 3.2**, if the Franchise is Franchisee's first Franchise, Franchisor shall provide one or more representatives to be present at the Franchise for opening assistance and consultation for five days. During opening assistance, such representative(s) shall also assist Franchisee in establishing and standardizing procedures and techniques for the operation of the Franchise according to Franchisor's standards, and shall assist Franchisee in training Franchisee's personnel.

3.4.2. In addition to the initial training described in **Section 3.2** and the opening assistance provided under **Section 3.4.1**, should Franchisee request additional assistance from Franchisor to facilitate the opening of the Franchise and should Franchisor, in its discretion, deem it necessary, feasible and appropriate to comply with the request, Franchisee shall reimburse Franchisor for the expenses of Franchisor providing such additional assistance, which may include Franchisor's then-current service fee, as set forth in the Manuals or otherwise communicated to Franchisee in writing from time to time. Franchisor will provide such additional on-site pre-opening and opening supervision and assistance as Franchisor deems advisable.

3.5. Manuals. Franchisor shall provide Franchisee access to the confidential operations manuals (which may include technical bulletins, and other written materials (collectively the "**Manuals**"), as more fully described in **Section 7**.

3.6. Advertising and Promotion. Franchisor shall review, and shall have the right to approve or disapprove, all advertising and promotional materials that Franchisee proposes to use pursuant to **Section 10.6**. In addition, during the term of this Agreement, Franchisor shall provide Franchisee with such other advertising assistance, sales advice, or related materials as Franchisor deems advisable.

3.7. System Advertising Fund. Franchisor may establish and administer a System-wide advertising, marketing, promotional, and creative fund, which is referred to as the "**Advertising Fund**", or such other name as Franchisor may designate, in the manner set forth in **Section 10.3.**

3.8. Invoicing, Payment Processing and Collection Services.

3.8.1. Franchisor shall invoice Franchisee's customers' Gross Revenue (as defined in **Section 4.2**) on a weekly basis (unless Franchisor considers a different interval appropriate) based on Sales Reports it receives from Franchisee regarding its Gross Revenue under **Section 4.2.1.**

3.8.2. Franchisor shall process payments received from Franchisee's customers and deduct, and pay itself, Royalty Fees (as defined in **Section 4.2**) and any other amount due and payable to Franchisor hereunder, as well as any bank, credit card or service charges. Franchisor shall pay Franchisee the balance within ten business days after the date of payment by Franchisee's customer.

3.8.3. If a customer fails to make payment in a timely manner, Franchisor will send a letter demanding payment within 90 days after the due date of the payment. With the exception of this letter, Franchisor has no obligation to engage attorneys, commence litigation, or take any other actions to collect and enforce payment of Franchisee's customer accounts. However, if Franchisor does engage in such additional collection efforts, Franchisee shall pay to Franchisor its out-of-pocket costs (including, attorney's fees, court costs and all other costs and expenses) incurred to collect and enforce payments due under Franchisee's customer accounts, along with a reasonable administrative fee. Franchisor shall have no obligation to make payment of any amount to Franchisee if Franchisee's customers do not pay Franchisor amounts invoiced pursuant to this **Section 3.8.**

3.8.4. The billing and processing services that Franchisor provides hereunder contemplate that Franchisee's customers will be billed according to Franchisor's standard billing policies and procedures. If Franchisor must incur additional fees, charges or out-of-pocket costs of any kind for processing payments on behalf of

Franchisee for any reason, these amounts will be deducted from payments received from Franchisee's customers, along with a reasonable administrative fee for additional time spent handling a customer's bill processing requirements. If any customer invoices remains unpaid for 90 days or more, Franchisor will impose an additional billing administrative fee of 10% of the amount of the unpaid invoice, and this amount will be deduced from payments received from Franchisee's customers.

3.8.5. Franchisee expressly acknowledges and agrees that it shall not engage in invoicing and billing activities with respect to its customer accounts, and that Franchisor shall have exclusive responsibility to submit invoices to and bill Franchisee's customers, unless otherwise agreed in writing by Franchisor. Any violation of this provision is a material breach of this Agreement.

3.9. Technology System. Franchisor shall specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by, between, or among the Franchises, including without limitation: (a) back office and point of sale systems, data, audio, video, and phone, voice storage, retrieval, and transmission systems for use at the Franchise, between or among Fleet Clean franchisees, the corporate units and Franchisor; (b) physical, electronic, and other security systems; (c) printers and other peripheral devices; (d) archival back-up systems; (e) communication systems (including without limitation email and phone systems); and (f) Internet access mode and speed (collectively, the "**Technology System**"). Franchisor may also designate: (i) software programs that Franchisee must use in connection with the Technology System ("**Required Software**"), which Franchisee shall install; (ii) updates, supplements, modifications, or enhancements to the Required Software, which Franchisee shall install; (iii) the tangible media upon which such Franchisee shall record data; (iv) the database file structure of the Technology System; and (v) additional Technology Systems that must be used. Currently, Franchisee must purchase at least one iPhone per Fleet Clean Vehicle and license the myFC proprietary software pursuant to the Software License Agreement with us (the **"Software License Agreement"**).

3.10. On-Going Assistance. Franchisor shall provide periodic assistance to Franchisee in the marketing, management, and operation of the Franchise as Franchisor determines at the time(s) and in the manner determined by Franchisor.

4. ROYALTY FEES; SALES REPORTING

4.1. Initial Franchise Fee. Franchisee shall pay Franchisor an initial franchise fee that is specified on the Summary Page (the "**Initial Franchise Fee**"), which must be paid in full prior to or upon execution of this Agreement. The Initial Franchise Fee is not refundable under any circumstances, except if Franchisee's Operating Principal or Manager fails to successfully complete initial training in accordance with the requirements of **Section 5.6**. If Franchisor terminates this Agreement due to any failure to successfully complete initial training pursuant to **Section 5.6**, Franchisor will refund the Initial Franchise Fee, less an amount equal to $5,000 plus its costs and expenses, subject to Franchisee' and its owners' execution of a general release.

4.2. Royalty Fees. Franchisee shall pay Franchisor a continuing royalty fee in an amount equal to 8.5% of Gross Revenue of the Franchise ("**Royalty Fees**") at such time, for such periods, and in such manner as specified herein, or as otherwise specified in writing by Franchisor. The term "**Gross Revenue**" means amounts derived from all products or services sold from or through the Franchise, including any sale of products or services made for cash or credit, or partly for cash and partly for credit, less refunds. **"Gross Revenue"** also includes the fair market value of any services or products received by the Franchisee in barter or in exchange for Franchisee's services and products.

4.2.1. Franchisee shall deliver to Franchisor any and all reports, statements and/or other information regarding its Gross Revenue at the time(s) and in the format(s) reasonably requested by Franchisor from time to time (**"Sales Reports"**). *As of the date of this Agreement, Franchisee must use the Fleet Clean proprietary software for the purposes of providing Sales Reports in compliance with this **Section 4.2.1.***

4.2.2. All payments required by this Agreement to Franchisor, its affiliates, and/or the Advertising Fund must be made by the method or methods that Franchisor specifies from time to time, which may include, without limitation, payment by deduction as specified in **Section 3.8.2**, payment via wire transfer or electronic debit to Franchisee's bank account. Franchisee must furnish Franchisor and Franchisee's bank with all authorizations necessary to effect payment by the methods Franchisor specifies.

4.2.3. Franchisee expressly acknowledges and agrees that Franchisee's obligations for the full and timely payment of Royalty Fees, Advertising Fund Contributions (as defined in **Section 10.2**) and/or Market Cooperative Contributions (as defined in **Section 10.2**), if any, and all other amounts provided for in this Agreement, shall be absolute and unconditional. Franchisee shall not for any reason delay or withhold the payment of all or any part of those or any other payments due hereunder, put the same in escrow or setoff the same against any claims or alleged claims Franchisee may allege against Franchisor, the Advertising Fund, a Market Cooperative or others. Franchisee shall not, on grounds of any alleged nonperformance by Franchisor or others, withhold payment of any fee, including without limitation Royalty Fees, Advertising Fund Contributions or Market Cooperative Contributions, nor withhold or delay submission of any reports due hereunder.

4.3. Overdue Payments. Any payment or report not actually received by Franchisor on or before the date such payment or report is due shall be deemed overdue. If any payment or required report is overdue, Franchisee shall pay Franchisor, in addition to the overdue amount, a late payment/late report charge of $250 for each month (or part thereof) that the payment or report is late, and interest on such amount from the date it was due until paid, at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less. Entitlement to such late fee and interest shall be in addition to any other remedies Franchisor may have.

4.4. Payments on Behalf of Franchisee. Franchisee shall pay to Franchisor, within 15 days after any written request by Franchisor which is accompanied by reasonable substantiating material, any monies which Franchisor has paid, or has become obligated to pay, on behalf of Franchisee, by consent or otherwise under this Agreement.

5. FRANCHISEE'S DUTIES

5.1. Franchise Location. Franchisor has the right, at any time during the term of this Agreement, to require Franchisee to locate and construct a Franchise Location from which the Franchise will operate. If Franchisor requires Franchisee to have a Franchise Location or if Franchisee desires to operate the Franchise from a Franchise Location, Franchisee must locate the premises within the Territory at a location that is suitable for the operation of the Franchise. If Franchisor requires Franchisee to obtain a Franchise Location, Franchisee shall lease, sublease, or acquire a site for the Franchise Location, at Franchisee's expense, within four months after the date on which Franchisor notifies Franchisee in writing that it is required to obtain a Franchise Location, and shall have the Franchise Location open for operations within six months after Franchisor notifies Franchisee in writing of such requirement. Franchisee acknowledges that Franchisor may refuse to accept a proposed site for any reason. A site is not approved until Franchisee has received Franchisor's approval in writing. If Franchisor requires Franchisee to have a Franchise Location or if Franchisee decides to operate the Franchise from a Franchise Location, then the following provisions shall apply:

5.1.1. Franchisee shall submit to Franchisor, in the form specified by Franchisor, such site approval forms and data that Franchisor may reasonably require, together with an option contract, letter of intent or other evidence satisfactory to Franchisor which confirms Franchisee's favorable prospects for obtaining the site. Franchisee shall submit such site approval forms and data to Franchisor in sufficient time to permit Franchisor to evaluate the plans, and, if necessary (as determined in Franchisor's sole discretion), visit the proposed site, so that Franchisor may approve or disapprove the site by, and so that Franchisee may, if necessary, locate an alternate site and have it approved by Franchisor, and secure the approved site, by the end of the four month period described in **Section 5.1**. Franchisor shall have 15 days after receipt of a complete site selection package, request for approval, and such information and materials as Franchisor may request, to approve or disapprove, in its sole discretion, the proposed site as the Franchise Location. If Franchisor does not approve a proposed site by written notice to Franchisee within said 15 days, such site shall be deemed disapproved by Franchisor. Approval by Franchisor of the site indicates only that Franchisor believes the site complies with acceptable minimum criteria established by Franchisor solely for its purposes as of the time of the evaluation. Franchisee further acknowledges and agrees that its acceptance of the site is based on its own independent investigation of the suitability of the site. It is solely Franchisee's responsibility to select a Franchise Location. **FRANCHISEE ACKNOWLEDGES AND AGREES THAT FRANCHISOR'S APPROVAL OF A PROPOSED SITE IS NOT A WARRANTY OR REPRESENTATION OF ANY KIND AS TO THE POTENTIAL SUCCESS OR PROFITABILITY OF THE FRANCHISE.**

5.1.2. Before Franchisee makes a binding commitment to lease, sublease or purchase a site, Franchisor must approve the location in writing and approve in writing the proposed lease for the location (the "**Lease**") or purchase agreement or any letter of intent between Franchisee and the third-party seller or lessor. If Franchisee leases the approved Franchise Location, unless Franchisor waives the requirement in writing, Franchisee must arrange for the execution of the Lease Rider in the form of **Exhibit B** by Franchisee and its landlord in connection with any Lease for the approved Franchise Location and any other provisions that Franchisor may reasonably require. Franchisee must deliver to Franchisor the completely executed purchase agreement or Lease and Lease Rider within 10 days after execution of the Lease or purchase agreement. Franchisee must comply with the terms and conditions of the Lease for the approved Franchise Location. Franchisor is not obligated to execute Franchisee's Lease or guarantee a Lease for Franchisee.

5.1.3. Before commencing construction of the Franchise Location, Franchisee, at its expense, shall comply, to Franchisor's satisfaction, with all of the following requirements:

5.1.3.1. Franchisee shall comply, at Franchisee's expense, with all federal, state and local laws, codes and regulations, including, without limitation, the applicable provisions of the American with Disabilities Act (as amended, the **"ADA"**) regarding the construction and design of the Franchise Location.

5.1.3.2. If so requested by Franchisor, Franchisee shall submit to Franchisor, for Franchisor's approval, final plans for construction based upon the preliminary plans and specifications. Franchisor shall not review, nor shall any approval be deemed to include, approval or acceptance of Franchisee's compliance with federal, state, or local laws and regulations, including the ADA. Once approved by Franchisor, such final plans shall not thereafter be changed or modified without the prior written permission of Franchisor.

5.1.3.3. Franchisee shall obtain all permits and certifications required for the lawful construction of the Franchise Location. Franchisee shall be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances, or regulations or which may be necessary or advisable owing to any restrictive covenants relating to the Franchise Location.

5.1.3.4. Franchisee shall employ a qualified licensed general contractor who is acceptable to Franchisor to construct the Franchise Location and to complete all improvements. Franchisee shall obtain and maintain in force during the entire period of construction the insurance required under **Article 11**. Franchisee shall deliver to Franchisor such proof of such insurance as Franchisor shall require.

5.1.3.5. During the construction of the Franchise Location, Franchisee will permit Franchisor to make such on-site inspections of the Franchise Location as Franchisor determines appropriate to evaluate the construction or remodeling of the Franchise Location for compliance with Franchisor's requirements. Prior to opening for business, Franchisee shall comply with all preopening requirements set forth in this Agreement, the Manuals, and/or elsewhere in writing by Franchisor.

5.1.3.6. Within 30 days after the opening of the Franchise Location, Franchisee shall provide to Franchisor a full breakdown of all costs associated with the development and construction of the Franchise Location if so requested by Franchisor.

5.1.4. Franchisee shall use the Franchise Location solely for the operation of the Franchise; shall keep the Franchise open and in normal operation for such hours and days as Franchisor may from time to time specify in the Manuals or as Franchisor may otherwise approve in writing; and shall refrain from using or permitting the use of the Franchise Location for any other purpose or activity at any time. As used in this Section, the term Franchise Location shall include the grounds surrounding the Franchise.

5.1.5. Franchisee shall at all times maintain the Franchise Location in a high degree of sanitation, repair, and condition, and in connection therewith shall make such additions, alterations, repairs, and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment, and decor as Franchisor may reasonably direct. If at any time in Franchisor's judgment the general state of repair or the appearance of the Franchise Location or its equipment, fixtures, signs or decor does not meet Franchisor's quality control and standards therefor, Franchisor shall so notify Franchisee, specifying the action to be taken by Franchisee to correct such deficiency. If Franchisee fails or refuses to initiate, within 30 days after receipt of such notice, and thereafter diligently continue a bona fide program to complete any required maintenance, Franchisor shall have the right, in addition to all other remedies, to enter upon the Franchise Location and effect such repairs, painting, maintenance or replacements of equipment, fixtures or signs on behalf of Franchisee, and Franchisee shall pay the entire costs thereof on demand.

5.1.6. In addition to the maintenance obligations set forth in above, Franchisee shall, at its expense, undertake such periodic and ongoing remodeling and upgrading of the Franchise Location, and the furniture, fixtures, equipment, décor, signage and trade dress of the Franchise Location, as required by Franchisor to cause the Franchise Location building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, and presentation of the Marks to be consistent with the then-current standards. Such remodeling and refurbishment may include structural changes, installation of new equipment and signs, remodeling, redecoration, and modifications to existing improvements, and, shall be completed to Franchisor's satisfaction pursuant to such standards, specifications, and deadlines as Franchisor may specify.

5.1.7. Franchisee may not relocate its Franchise Location unless it receives Franchisee's prior written approval. Franchisee's relocation will be at its expense and Franchisor has the right to charge Franchisee for all reasonable costs and expenses it incurs to approve and implement the relocation.

5.2. Fleet Clean Vehicles.

5.2.1. Franchisee shall obtain that number of Fleet Clean Vehicles prescribed by Franchisor from time to time, and ensure that its Fleet Clean Vehicles are in proper working order.

5.2.2. Each Fleet Clean Vehicle shall consist of a flat-bed chassis and certain proprietary equipment, including a wash box and other items (the **"Fleet Clean Proprietary Box and Equipment"**) installed in accordance with Franchisor's standards and requirements pursuant to the terms of an Equipment Sale Agreement. Franchisee acknowledges and agrees that Franchisor is the only approved supplier of such equipment and installation services.

5.2.3. Prior to Franchisee purchasing the flat-bed chassis, Franchisee shall submit to Franchisor, in a form specified by Franchisor, information regarding the specifications and conditions of the flat-bed chassis as Franchisor may reasonably require. Franchisee may not purchase any flat-bed chassis to be used as a Fleet Clean Vehicle unless and until it has received Franchisor's prior approval.

5.2.4. If the Franchise is not operated from a Franchise Location, Franchisee will make arrangements to store the Fleet Clean Vehicle(s) used in the operation of the Franchise in compliance with all applicable state and local laws and other restrictions.

5.2.5. Franchisee shall at all times maintain the Fleet Clean Vehicles in a high degree of repair and condition, and in connection therewith shall make such repairs, replacements and refurbishment thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting, replacement of equipment and parts or installation or refurbishment of signage as Franchisor may reasonably direct and pursuant to such standards, specifications and deadlines as Franchisor may specify.

5.3. System Standards. Franchisee understands and acknowledges that every detail of the Franchise is important to Franchisee, Franchisor, and other franchisees to develop and maintain high operating standards, to increase the demand for the Services sold by all franchisees, and to protect Franchisor's reputation and goodwill.

5.4. <u>Pre-Opening Obligations</u>. Before commencing operations, Franchisee, at its expense, shall comply, to Franchisor's satisfaction, with all of the following requirements:

5.4.1. Franchisee shall comply, at Franchisee's expense, with all federal, state and local laws, codes and regulations.

5.4.2. Franchisee shall obtain all licenses, permits, and certifications required for the operation of the Franchise within the Territory and the parking and/or storage of Fleet Clean Vehicles in the Territory.

5.5. <u>Opening</u>. Franchisee shall open the Franchise within four months after the Effective Date if a Franchise Location is not required at the time this Agreement is signed, or within six months after the Effective Date if a Franchise Location is required at the time this Agreement is signed. Prior to opening for business, Franchisee shall comply with all preopening requirements set forth in this Agreement, the Manuals, and/or elsewhere in writing by Franchisor. In addition, in connection with the opening of the Franchise:

5.5.1. Franchisee shall provide at least 14 days' prior notice to Franchisor of the date on which Franchisee proposes to first open the Franchise for business.

5.5.2. If the Franchise will operate from a Franchise Location, Franchisee shall not open the Franchise until Franchisor has determined that all construction has been substantially completed, and that such construction conforms to Franchisor's standards, and Franchisor has given Franchisee written approval to open, which approval shall not be unreasonably withheld.

5.5.3. Franchisee shall not open the Franchise until Franchisor has determined that Franchisee has obtained a sufficient number of Fleet Clean Vehicles to Franchisor's standards in compliance with **Section 5.2**.

5.5.4. Franchisee shall not open the Franchise until the Operating Principal and Manager have successfully completed all initial training required by Franchisor, and Franchisee has hired and trained, to Franchisor's standards, a sufficient number of employees to service the anticipated level of the Franchise's customers.

5.6. <u>Management and Training</u>. Franchisee must appoint an individual owner as its **"Operating Principal"** who has at least a 20% equity interest in Franchisee, must have authority over all business decisions related to the Franchise, and must have the power to bind Franchisee in all dealings with Franchisor. The Operating Principal is specified on the Summary Page. Franchisee must also appoint a manager to manage the day-to-day business of the Franchise (the **"Manager"**). Franchisee's Operating Principal may serve as its Manager, unless Franchisor believes that he or she does not have sufficient experience. Franchisee must provide Franchisor with written notice of its Manager at least 14 days prior to initial training. Prior to the opening of the Franchise, the Manager and the

Operating Principal must attend and successfully complete, to Franchisor's satisfaction, the initial training program offered by Franchisor, pursuant to **Section 3.2**. If Franchisor determines, in its sole discretion, that the Operating Principal or Manager is unable to satisfactorily complete any phase of the training program, Franchisor shall have the right to: (i) require the Operating Principal or Manager, as the case may be, to attend such additional training as Franchisor may require, at Franchisee's expense; or (ii) terminate this Agreement, in which event neither Franchisor nor Franchisee shall have any further rights or obligations hereunder. If Franchisor terminates this Agreement pursuant to the prior sentence, Franchisor shall refund a portion of the Initial Franchise Fee as provided in **Section 4.1.** The daily operations of the Franchise are at all times required to be supervised under the active full-time management of the Manager who has successfully completed Franchisor's initial training program.

5.6.1. If the Manager ceases active management of the Franchise or in the event the Operating Principal is changed or is no longer a 20% equity owner of the Franchisee, Franchisee must hire a new Manager or appoint a new Operating Principal (as the case may be), who must be approved in writing by Franchisor. The new Manager or Operating Principal must undergo a certification training program that is prescribed by Franchisor, which may include training at the Franchise, another Franchise or such other place as Franchisor shall designate. All expenses incurred by the new Manager or Operating Principal in attending such program including, without limitation, travel costs, room and board expenses and salaries and other benefits, shall be the sole responsibility of Franchisee. In addition, Franchisee shall: (a) pay Franchisor's then-current certification program fees; and (b) reimburse Franchisor for its out of pocket expenses, including without limitation, reasonable travel and room and board expenses. If Franchisor determines, in its sole discretion, that the new Manager or Operating Principal is unable to satisfactorily complete the certification program, Franchisor shall have the right to: (i) require the new Manager or Operating Principal, as applicable, to attend such additional training, at Franchisee's expense, so as to demonstrate his or her ability to operate the Franchise to Franchisor's satisfaction; or (ii) require Franchisee to promptly hire a replacement New Manager or appoint a new Operating Principal among its equity owners (who must have at least 20% equity ownership) who shall be required to undergo the training and certification programs contemplated by this Section.

5.6.2. Franchisor from time to time may provide and, if it does, may require that the Operating Principal, Manager and/or other employee attend and successfully complete refresher training programs or seminars to be conducted at such location as may be designated by Franchisor. All expenses incurred by Franchisee and its employees in attending such program including, without limitation, travel costs, room and board expenses and salaries and benefits, shall be the sole responsibility of Franchisee.

5.6.3. If Franchisee requests that Franchisor provide on-site training in addition to the opening assistance described in **Section 3.4**, and Franchisor is able to do so, then Franchisee agrees that it shall pay Franchisor's then-current per diem charges and out-of-pocket expenses, which shall be as set forth in the Manuals or otherwise in writing.

5.7. Personnel. Franchisee agrees to maintain a competent, conscientious and trained staff in numbers sufficient to promptly provide the Services and to take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Franchisor may prescribe. If Franchisee (and/or an affiliate of Franchisee) operates three or more Franchises, then Franchisor may require Franchisee to employ one or more multi-unit managers (who shall be individuals reasonably acceptable to Franchisor) to supervise the operations of the Franchise. Any such district managers shall be required to attend and successfully complete the training courses specified in **Section 5.6**.

5.8. Equipment Upgrades. Franchisee shall make, from time to time, such upgrades and other changes to the electronic equipment utilized in the Franchise, the Technology System and Required Software as Franchisor may request in writing (collectively, "**Equipment Upgrades**"). Franchisor shall have the right to require any Equipment Upgrades it deems necessary for the Franchise.

5.9. Standards and Specifications. To insure that the highest degree of quality and service is maintained, Franchisee shall operate the Franchise in strict conformity with such methods, standards, and specifications as Franchisor may from time to time prescribe in the Manuals or otherwise in writing (as used in this Agreement, Franchisor's **"standards"**, **"requirements"**, **"specifications"** or **"Operating Standards"**). At a minimum, the Operating Standards shall include:

5.9.1. offering and selling at all times such services that conform to Franchisor's written standards and specifications, and refraining from deviating therefrom by the use or offer of any nonconforming services without Franchisor's specific prior written consent

5.9.2. maintaining in sufficient supply, using, offering and selling at all times only such products, supplies, materials, and goods that conform to Franchisor's written standards and specifications, and refraining from deviating therefrom by the use or offer of any nonconforming products without Franchisor's specific prior written consent.

5.9.3. offering and selling only such products as have been expressly approved for sale in writing by Franchisor; offering all products and services as Franchisor may specify from time to time as required offerings at the Franchise; offering all products authorized for sale as specified by Franchisor; refraining from any deviation from Franchisor's standards, without Franchisor's prior written consent; and discontinuing the sale of any products which Franchisor has disapproved, in writing, at any time. If Franchisee deviates or proposes to deviate from Franchisor's standards, whether or not such deviation is approved by Franchisor, such deviation shall become the property of Franchisor.

5.9.4. operating the Franchise to fully comply with all applicable laws and regulations.

5.9.5. offering and selling the services and products in accordance with any minimum, maximum, and/or specific prices that Franchisor may determine from time to time (except to the extent determination of prices by Franchisor is limited or prohibited by applicable law).

5.10. Non-Compliance. If Franchisee violates an Operating Standard, and fails to bring the Franchise into compliance with such Operating Standard within 10 days after Franchisor has delivered to Franchisee written notice of the violation, Franchisee shall pay to Franchisor upon demand $100 for each day that Franchisee is not in compliance with the relevant Operating Standard. Franchisor's right to charge these amounts is in addition to any other remedy provided under this Agreement, including under **Section 13**. Franchisor's damages from Franchisee's failure to comply with this Section may include loss of good will and other damages, and are difficult to measure and quantify; such amount is, therefore, a reasonable approximation of damages, and not a penalty.

5.11. Suppliers and Sourcing Requirements. Franchisor has the right to require that services and products offered by Franchisee, and services, products and equipment used by Franchisee in the establishment and operation of the Franchise: (a) meet specifications that Franchisor establishes from time to time; and/or (b) be purchased only from manufacturers, vendors, distributors, and other suppliers that Franchisor has expressly approved; and/or (c) be purchased only from a single source (which may include Franchisor or its affiliates). To the extent that Franchisor establishes specifications, requires approval of suppliers, or designates specific suppliers for particular items, Franchisor will notify Franchisee via the Manuals or otherwise in writing. In determining whether Franchisor will approve any particular supplier, Franchisor shall consider various factors, including a supplier who can demonstrate, to Franchisor's continuing reasonable satisfaction, the ability to meet Franchisor's then current standards and specifications for such items; who possesses adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; who would enable the System, in Franchisor's sole opinion, to take advantage of marketplace efficiencies; and who has been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier, and have not thereafter been disapproved. For the purpose of this Agreement, the term **"supplier"** shall include, but not be limited to, manufacturers, distributors, resellers, and other vendors. Franchisee recognizes that Franchisor shall have the right to appoint only one supplier for any particular item, and that Franchisor may so designate itself or its affiliate.

5.11.1. If Franchisee wishes to purchase any services, products, equipment or any items that Franchisor has not approved or to purchase from an unapproved supplier, Franchisee shall first submit to Franchisor a written request for such approval. Franchisee shall not purchase any products or services or make purchases from any supplier until, and unless, such item or supplier has been approved in writing by Franchisor. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, either to Franchisor or to an independent laboratory designated by Franchisor for testing or evaluation. Franchisor may require that Franchisee or supplier pay a reasonable fee charge for such testing or evaluation. Franchisor may also require that the supplier comply with such other requirements as Franchisor may deem appropriate, including payment of reasonable continuing inspection/evaluation fees and administrative costs. Franchisor reserves the right, at its option, to reinspect from time to time the facilities and products or equipment of any such approved supplier and to revoke its approval of any item or supplier upon the item's or supplier's failure to continue to meet any of Franchisor's then current criteria.

5.11.2. Franchisee acknowledges and agrees that Franchisor shall have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments or benefits (collectively, "**Allowances**") offered by suppliers to Franchisee or to Franchisor or its affiliates based upon Franchisee's purchases of products, equipment and other goods and services. These Allowances are based on System-wide purchases of products, merchandise and other items. Franchisee assigns to Franchisor or its designee all of Franchisee's right, title and interest in and to any and all such Allowances and authorizes Franchisor or its designee to collect and retain any or all such Allowances without restriction (unless otherwise instructed by the supplier). Franchisor may in its sole discretion utilize some or all of the Allowances for System-wide marketing, other brand enhancement activities or specific required or local area marketing, and such Allowance monies may be deposited into the Advertising Fund for future use and expenditures by the Advertising Fund.

5.11.3. Compliance with laws regarding the chemicals, products and other supplies that Franchisee uses in its Franchise is Franchisee's sole responsibility. Franchisor makes no warranty or representation that chemicals, products and other supplies that it recommends, approves or requires comply with applicable laws in Franchisee's jurisdiction. Franchisee must notify Franchisor in writing immediately if any recommended, approved or required chemical, product or supply is subject to regulation or laws in Franchisee's jurisdiction. Franchisor will cooperate with Franchisee in identifying substitute chemicals, products or supplies as appropriate.

5.12. Inspections. Franchisee grants Franchisor and its agents the right to enter upon the Franchise premises (if applicable) or attend and monitor Franchisee while performing services for customers at any time for the purpose of conducting inspections, for among other purposes, preserving the validity of the Marks, and verifying Franchisee's compliance with this Agreement and the Operating Standards and policies and procedures outlined in the Manuals. Franchisee shall cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Agreement, Franchisee shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Franchisee shall reimburse Franchisor for the travel expenses and room and board of Franchisor's representatives for all inspections including subsequent inspections to ensure all deficiencies have been corrected. Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time as determined by Franchisor, Franchisor shall have the right, but not the obligation, to correct any deficiencies which may be susceptible to correction by Franchisor and to charge Franchisee for Franchisor's actual expenses in taking such actions, payable by Franchisee upon demand. The foregoing shall be in addition to such other remedies Franchisor may have.

5.13. Technology System. At Franchisor's request, Franchisee shall purchase or lease, and thereafter maintain, the Technology System and Required Software, and Franchisee shall enter into all licenses or agreements and pay such licensing fees as necessary for Franchisee to obtain the rights to use the Technology System and Required Software. Franchisor shall have the right at any time to retrieve and use such data and information from Franchisee's Technology System that Franchisor deems necessary or desirable, including, without limitation, the uses identified in **Section 9.5**, and Franchisee agrees to do all things necessary to provide such access. Franchisee expressly agrees that it shall strictly comply with Franchisor's standards and specifications for all item(s) associated with Franchisee's Technology System, and will otherwise operate its Technology System in accordance with Franchisor's standards and specifications. Franchisee agrees it shall keep its Technology System in good maintenance and repair, at its expense, and shall promptly install such additions, changes, modifications, substitutions and/or replacement to the Technology System and the Required Software as Franchisor directs periodically in writing. Franchisee shall provide to Franchisor, upon Franchisor's request, all email lists and customer lists used or maintained by Franchisee on the Technology System, the Required Software or elsewhere. Franchisee must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that Franchisor or the licensor of the Required Software require. Franchisee must comply with all laws and payment card provider standards relating to the security of the

Technology System, including, without limitation, the Payment Card Industry Data Security Standards. Franchisee may not use any other cash registers or computer systems in the Franchise. *Franchisor currently requires that Franchisee enter into the Software License Agreement with Franchisor.*

5.14. Uniform Attire. To promote a uniform System image, Franchisee shall require all of its personnel to dress during business hours in the attire specified in the Manuals.

5.15. Participation in Promotions and Incentive Programs. Franchisee shall participate in promotional programs developed by Franchisor for the System, in the manner directed by Franchisor in the Manuals or otherwise in writing.

5.16. Franchisee Advisory Council. Franchisor may establish an advisory council comprised of Franchisees for the purpose of fostering communication among and between franchisees and Franchisor, as well as to establish, modify or discuss various policies applicable to Franchise businesses operating under the System (the **"Franchisee Advisory Council"**). If Franchisor establishes the Franchisee Advisory Council, Franchisee may be required to become a member of the Franchisee Advisory Council, and participate in Franchisee Advisory Council meetings and programs as Franchisor shall designate. Franchisor will not assess fees or dues for participation in or on the Franchisee Advisory Council, but Franchisee may be required to pay dues to the Franchisee Advisory Council if the Franchisee Advisory Council, which is controlled by franchisees, determines that fees shall be assessed. Franchisee may be required to pay all costs and expenses incurred in connection with participation in the Franchisee Advisory Council including, without limitation, the costs of transportation, lodging, and meals.

5.17. Franchisee Structure.

5.17.1. Except as otherwise approved in writing by Franchisor, if Franchisee is a corporation, it shall: (i) confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to operating the Franchise; (ii) furnish Franchisor with a copy of its articles or certificates of incorporation and bylaws, as well as such other documents as Franchisor may reasonably request, and any amendment thereto; (iii) maintain stop transfer instructions on its records against the transfer of any equity securities and shall only issue securities upon the face of which a legend, in a form satisfactory to Franchisor, appears which references the transfer restrictions imposed by this Agreement; (iv) not issue any voting securities or securities convertible into voting securities; and (v) maintain a current list of all owners of record and all beneficial owners of any class of voting stock of Franchisee and furnish the list to Franchisor upon request, which list shall be amended to reflect changes in ownership, as permitted under this Agreement.

5.17.2. If Franchisee is a partnership or limited liability partnership it shall: (i) confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to operating the Franchise; (ii) furnish Franchisor with its partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto; (iii) prepare and furnish to Franchisor, upon request, a current list of all general and limited partners in Franchisee, which list shall be amended to reflect changes in ownership, as permitted under this Agreement; and (iv) maintain stop transfer instructions on its records and in its partnership agreement against the transfer of partnership interests and equity securities, and shall only issue securities or partnership interests with documentation which bears a notice or legend, in a form satisfactory to Franchisor, which references the transfer restrictions imposed by this Agreement.

5.17.3. If a Franchisee is a limited liability company, Franchisee shall: (i) confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to operating the Franchise; (ii) furnish Franchisor with a copy of its articles of organization and operating agreement, as well as such other documents as Franchisor may reasonably request, and any amendments thereto; (iii) prepare and furnish to Franchisor, upon request, a current list of all members and managers in Franchisee, which list shall be amended to reflect changes in ownership, as permitted under this Agreement; and (iv) maintain stop transfer instructions on its records against the transfer of equity securities and shall only issue securities upon the face of which bear a legend, in a form satisfactory to Franchisor, which references the transfer restrictions imposed by this Agreement.

5.18. Guarantee of Performance. Each present and future: (i) shareholder of a corporate Franchisee; (ii) member of a limited liability company Franchisee; (iii) partner of a partnership Franchisee; or (iv) partner of a limited liability partnership Franchisee; shall jointly and severally guarantee Franchisee's performance of each and every provision of this Agreement by executing the Guarantee, Indemnification and Acknowledgment in the form attached to this Agreement as **Exhibit C**. In addition, Franchisor may require that the spouse (or domestic partner or other immediate family member) of an owner of Franchisee sign the Guarantee, Indemnification and Acknowledgment.

5.19. System Modifications. Franchisee acknowledges and agrees that from time to time hereafter Franchisor may change or modify the System as Franchisor deems appropriate, including, without limitation, to reflect the changing market and/or to meet new and changing consumer demands, and that variations and additions to the System may be required from time to time to preserve and enhance the public image of the System and operations of Franchises. Franchisor's changes to the System may include, without limitation, the adoption and use of new or modified products, services, equipment and furnishings and new techniques and methodologies relating to the sale, promotion and marketing of products and services, and new trademarks, service marks and copyrighted materials. Franchisee shall, upon reasonable notice, accept, implement, use and display in the operation of the Franchise any such changes in the System, as if they were part of this Agreement at the time of execution hereof, at Franchisee's sole expense. Additionally, Franchisor reserves the right, in its sole discretion, to vary the standards throughout the System, as well as the services and assistance that Franchisor may provide to some franchisees based upon the peculiarities of a particular site or circumstance, existing business practices, or other factors that Franchisor deems to be important to the operation of any Franchise or the System.

5.20. Third-Party Management. The Franchise shall be operated under the control and supervision of Franchisee (or if an entity, the Operating Principal) or its Manager. Franchisee shall not, without the prior written approval of Franchisor, which may be denied for any reason or no reason at all, hire or retain a management company, manager (other than an employee manager trained and approved by Franchisor), or third party to undertake any of the management or operational functions of the Franchise.

5.21. National Accounts. Franchisor reserves the exclusive right to solicit, negotiate, and enter into agreements for accounts ("**National Accounts**") with National Account Customers. A **"National Account Customer"**) includes a customer that (a) is operated from two or more offices or facilities ("**National Account Facilities**") that are not exclusively located within a single Fleet Clean location's territory, and (b) enters an agreement with Franchisor, or its affiliate, for Services to be performed at one or more of those National Account Facilities. An account with a customer who is not a National Account Customer on the Effective Date may become a National Account if the customer subsequently satisfies the definition of a National Account Customer. Further, once a customer is considered a National Account Customer, no change in the location or number of its offices or facilities alters its status as a National Account Customer.

5.21.1. Franchisor alone may negotiate and establish the terms and pricing for National Account Customers. If a National Account Customer has National Account Facilities in the Territory (each such facility, an "**In-Territory Facility**"), Franchisor may require, at Franchisor's option, that Franchisee perform Services for the In-Territory Facility, or may perform such Services itself or designate another franchisee or third party to perform such Services on its behalf. If Franchisor elects to require that Franchisee performs Services for an In-Territory Facility, such Services shall be provided on the terms and pricing that Franchisor establishes from time to time with the National Account Customer.

5.21.2. Franchisor alone may invoice and collect fees and payments due from National Account Customers, and Franchisee agrees that it will not engage in any of these activities.

5.21.3. When Franchisor collects National Account Revenue arising from Franchisee performing Services for an In-Territory Facility, Franchisor may deduct therefrom, and pay itself, a "**National Accounts Support Fee**" that is up to 5% of the aggregate of all National Account Revenue (as defined) earned by Franchisee in exchange for performing Services. Franchisor may increase the amount charged by providing at least 30 days advance written notice to Franchisee of the same.

5.21.4. All National Accounts are, and during and after the term of this Agreement remain, Franchisor's exclusive property. Franchisor's relationships with National Account Customers are among Franchisor's most valuable assets. Accordingly, any interference with those relationships by Franchisee constitutes tortious interference with a commercial relationship.

5.21.5. "**National Account Revenue**" means Gross Revenue earned by Franchisee in exchange for performing Services for In-Territory Facilities.

6. PROPRIETARY MARKS

6.1. Ownership of the Marks. Franchisor represents that it is the owner of all right, title and interest in and to the Marks.

6.2. Use of the Marks. With respect to Franchisee's use of the Marks, Franchisee agrees that:

6.2.1. Franchisee shall use only the Marks designated by Franchisor, and shall use them only in the manner authorized and permitted by Franchisor; all items bearing the Marks shall bear the then-current logo.

6.2.2. Franchisee shall use the Marks only for the operation of the business franchised hereunder and only at the location authorized hereunder, or in Franchisor approved advertising for the business conducted at or from that location.

6.2.3. Unless Franchisor otherwise directs Franchisee, in writing to do so, Franchisee shall operate and advertise the Franchise only under the name "Fleet Clean," or the name listed on the Summary Page to this Agreement.

6.2.4. During the term of this Agreement and any renewal of this Agreement, Franchisee shall identify itself to the public (in a manner reasonably acceptable to Franchisor) as an independent contractor operating the Franchise under a license from Franchisor, and to post a notice to that effect, and as Franchisor directs, in Franchisee's advertising, contracts, forms, stationery and promotional materials.

6.2.5. Franchisee's right to use the Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights.

6.2.6. Franchisee shall not use the Marks to incur any obligation or indebtedness on behalf of Franchisor.

6.2.7. Franchisee shall not use the Marks or any variant thereof as part of its corporate or other legal name, or as part of any e-mail address, domain name, or other identification of Franchisee in any electronic medium.

6.2.8. Franchisee shall execute any documents deemed necessary by Franchisor to obtain protection for the Marks or to maintain their continued validity and enforceability.

6.2.9. With respect to litigation involving the Marks, the parties agree that:

6.2.9.1.Franchisee shall promptly notify Franchisor of any suspected infringement of the Marks, any known challenge to the validity of the Marks, or any known challenge to Franchisor's ownership of, or Franchisee's right to use, the Marks licensed hereunder. Franchisee acknowledges that Franchisor shall have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. Franchisor shall also have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks.

6.2.9.2.If Franchisor undertakes the defense or prosecution of any litigation relating to the Marks, Franchisee shall execute any and all documents and do such acts and things as may, in the opinion of counsel for Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action.

6.3. Franchisee Acknowledgments. Franchisee expressly understands and acknowledges that:

6.3.1. The Marks are valid, owned by Franchisor, and serve to identify the System and those who are authorized to operate under the System.

6.3.2. Neither Franchisee nor any owner of Franchisee shall directly or indirectly contest the validity of Franchisor's ownership of the Marks, nor shall Franchisee, directly or indirectly, seek to register the Marks with any government agency, except with Franchisor's express prior written consent.

6.3.3. Franchisee's use of the Marks does not give Franchisee any ownership interest or other interest in or to the Marks, beyond the limited non-exclusive License granted by this Agreement.

6.3.4. Any and all goodwill arising from Franchisee's use of the Marks shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement and the License herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Marks.

6.3.5. The License of the Marks is nonexclusive, and Franchisor thus has and retains the rights, among others:

6.3.5.1. To use the Marks itself in connection with selling products and services;

6.3.5.2. To grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees or other licensees authorized to operate using the Marks;

6.3.5.3. To develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to Franchisee.

6.3.6. Franchisor reserves the right to substitute different proprietary marks for use in identifying the System and the businesses operating thereunder if the Marks no longer can be used, or if Franchisor, exercising its right to do so, determines that substitution of different proprietary marks will be beneficial to the System. In such circumstances, Franchisee shall implement, at Franchisee's expense, such substituted proprietary marks in such ways as Franchisor may direct, and the use of the substituted proprietary marks shall be governed by the terms of this Agreement.

7. CONFIDENTIAL OPERATING MANUALS

7.1. Manuals. In order to protect the reputation and goodwill of Franchisor and to maintain high standards of operation under Franchisor's Marks, Franchisee shall conduct its business in accordance with the Manuals, one or more copies of which, or access to, Franchisee acknowledges having received on loan from Franchisor for the term of this Agreement. The Manuals may consist of multiple volumes of printed text, video and/or audio tapes and files, computer disks, and other electronically stored data, and Franchisee acknowledges and agrees that Franchisor may provide a portion or all of the Manuals (including updates and amendments), and other instructional information and materials in, or via, electronic media, including without limitation, through the Internet.

7.2. Confidentiality of the Manuals. Franchisee shall at all times treat the Manuals, any other manuals created for or approved for use in the operation of the Franchise, and the information contained therein, as confidential, and shall use best efforts to maintain such information as secret and confidential, protect it from viewing by others, and treat the Manuals with the same degree of care as it would treat its most highly confidential documents. Franchisee shall not at any time download, print, copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

7.3. Protection of the Manuals. The Manuals shall at all times remain the sole property of Franchisor and shall at all times be kept in a secure manner at the Franchise premises. Franchisee shall ensure that the Manuals are kept current and up to date; and, in the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Franchisor at Franchisor's home office shall be controlling.

7.4. Revisions to the Manuals. Franchisor may from time to time revise the contents of the Manuals, and Franchisee expressly agrees to make corresponding revisions to its copy (to the extent Franchisor permits Franchisee to maintain a written copy) of the Manuals and to comply with each new or changed standard immediately upon receipt of such revision.

8. CONFIDENTIAL INFORMATION

8.1. Confidential Information. Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person or entity any confidential information, knowledge, or knowhow concerning the methods of operation of the business franchised hereunder which may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation under the terms of this Agreement. Franchisee shall divulge such confidential information only to such of its employees as must have access to it in order to operate the Franchise. Any and all information, knowledge, knowhow, and techniques which Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate came to its attention prior to disclosure thereof by Franchisor; or which, at or after the time of disclosure by Franchisor to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others. Any employee who may have access to any confidential information regarding the Franchise shall execute a covenant that s/he will maintain the confidentiality of information they receive in connection with their association with Franchisee. Such covenants shall be on a form provided by Franchisor, which form shall, among other things, designate Franchisor as a third party beneficiary of such covenants with the independent right to enforce them.

8.2. Irreparable Injury. Franchisee acknowledges that any failure to comply with the requirements of this **Section 8** will cause Franchisor irreparable injury, and Franchisee agrees to pay all court costs and reasonable attorney's fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this **Section 8**.

8.3. Information Exchange. Franchisee agrees to disclose to Franchisor all ideas, concepts, methods, techniques, services, and products conceived or developed by Franchisee, its affiliates, owners, agents, or employees during the term of this Agreement relating to the development and/or operation of the Franchise. Franchisee hereby grants to Franchisor and agrees to procure from its affiliates, owners, agents, or employees a perpetual, nonexclusive, and worldwide right to use any such ideas, concepts, methods, techniques, services and products. Franchisor shall have no obligation to make any payments to Franchisee with respect to any such ideas, concepts, methods, techniques or products. Franchisee agrees that Franchisee will not use or allow any other person or entity to use any such concept, method, technique or product without obtaining Franchisor's prior written approval.

9. ACCOUNTING AND RECORDS

9.1. Records. With respect to the operation and financial condition of Franchisee and the Franchise, Franchisee shall adopt, until otherwise specified by Franchisor, a fiscal year and fiscal accounting periods which coincide with Franchisor's then-current fiscal year, as specified by Franchisor. Franchisee shall maintain for a period of not less than three years during the term of this Agreement, and, for not less than three years following the termination, expiration, or non-renewal of this Agreement, full, complete, and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manuals or otherwise in writing.

9.2. Periodic Reports. In addition to the record keeping requirements of **Section 9.1**:

9.2.1. If requested by Franchisor, Franchisee shall, at its expense, provide to Franchisor, in a format specified by Franchisor, a complete annual financial statement (prepared according to generally accepted accounting principles, that includes a fiscal year-end balance sheet, an income statement of the Franchise for such fiscal year reflecting all year-end adjustments, and a statement of changes in cash flow of Franchisee), on a review basis, prepared by an independent certified public accountant satisfactory to Franchisor, no later than April 15 of each year for the preceding fiscal year of the Franchise, showing the results of operations of the Franchise during the most recently completed fiscal year. Franchisee shall also provide Franchisor with a copy of Franchisee's federal and state tax returns, not more than 30 days following Franchisee's submission of the same to governmental authorities.

9.2.2. Within 45 days following the end of each calendar quarter during the term of this Agreement, after the opening of the Franchise, Franchisee shall submit to Franchisor, in a format acceptable to (or, at Franchisor's election, specified by) Franchisor, as amended from time to time: (i) a fiscal quarter and fiscal year to date profit and loss statement and a quarterly balance sheet (which may be unaudited) for the Franchise; (ii) reports of those income and expense items of the Franchise which Franchisor specifies from time to time for use in any revenue, earnings, and/or cost summary it chooses to furnish to prospective franchisees and/or developers; and (iii) copies of all state sales tax returns for the Franchise. If required by Franchisor, Franchisee shall use on-line or other electronic accounting and reporting systems as Franchisor may specify periodically.

9.3. Reporting Requirements. Franchisee shall also submit to Franchisor in addition to the Sales Reports required pursuant to **Section 4.2**, for review or auditing, such other forms, reports, records, information, and data as and when Franchisor may reasonably designate, in the form and format, and at the times and places reasonably required by Franchisor, upon request and as specified from time to time in the Manuals or otherwise in writing, including, without limitation, via computer diskette, or otherwise in electronic format, and/or restated in accordance with Franchisor's financial reporting periods, consistent with Franchisor's then current financial reporting periods and accounting practices and standards. The reporting requirements of this **Section 9.3** shall be in addition to, and not in lieu of, the electronic reporting that may be required in connection with the use of the required Technology System under **Section 5.13**.

9.4. Audit. Franchisor or its designated agents shall have the right at all reasonable times to examine, copy, and/or personally review or audit, at Franchisor's expense, all books, records, and sales and income tax returns of Franchisee. Franchisor shall also have the right, at any time, to have an independent audit made of the books of Franchisee and Franchisee agrees that it shall pay Franchisor the costs of one audit each calendar quarter during the term of this Agreement, which costs will not exceed $3,500; provided, however, if an audit is necessitated because Franchisee fails to timely provide Sales Reports or if an audit discloses an understatement in any report by Franchisee of 2% or more, Franchisee shall, reimburse Franchisor for all costs and expenses connected with the audit (including, without limitation, travel, room and board and salaries and other benefits, and reasonable accounting and legal costs). If an inspection should reveal that any payments have been understated in any report to Franchisor, then Franchisee shall immediately pay Franchisor the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

9.5. Data. Franchisor may, from time-to-time, specify in the Manuals or otherwise in writing the information that Franchisee shall collect and maintain on the Technology System installed at the Franchise, and Franchisee shall provide to Franchisor such reports as Franchisor may reasonably request from the data so collected and maintained. All data provided by Franchisee in any form, and whether required by this **Section 9.5** or any other requirement under the System or in the Manuals, including data uploaded to Franchisor's computer system from the Franchisee's Technology System, and/or downloaded from the Franchisee's Technology System to Franchisor's computer system, is and will be owned exclusively by Franchisor, including without limitation, customer lists and email lists, and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. In addition, all other data created or collected by Franchisee in connection with the System, or in connection with Franchisee's operation of the business (including but not limited to consumer and transaction data), is and will be owned exclusively by Franchisor during the term of, and following termination or expiration of, this Agreement. Copies and/or originals of such data must be provided to Franchisor upon Franchisor's request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the business franchised under this Agreement. Franchisor may use all such information, data, and reports in any manner, including, without limitation, providing financial and operating reports to franchisees and developers operating under the System.

10. ADVERTISING

Recognizing the value of advertising, and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

10.1. Advertising Funds and Cooperatives. Franchisor shall have the right to establish, at any time, the Advertising Fund and/or a Market Cooperative, as described in this **Section 10**.

10.2. Advertising Contributions and Expenditures. Franchisor reserves the right to require that Franchisee, during each calendar month, spend and/or contribute on advertising and promotion amounts, which, in the aggregate, of up to 4.5% of Franchisee's

Gross Revenue to advertise and to promote the Franchise (together, "**Advertising Obligations**"). Advertising Obligations shall be in any or all of the following forms, and Franchisor shall have the right to designate in writing from time to time how, and in what proportions, Franchisee is to allocate its Advertising Obligations among the following two categories: (i) contributions paid to the Advertising Fund ("**Advertising Fund Contributions**") as may be established pursuant to **Section 10.3** and (ii) contributions paid to any Market Cooperative ("**Market Cooperative Contributions**"), as may be established pursuant to **Section 10.4**.

10.2.1. Franchisor shall provide Franchisee with not less than 60 days prior written notice of any change in the required Advertising Obligations (which will not exceed 4.5% of Gross Revenue), including any change in the manner in which Advertising Obligations are allocated among Advertising Fund Contributions and the Market Cooperative Contributions. Franchisor shall not increase Advertising Obligations by more than 1% in any 365 day period.

10.2.2. Franchisee shall pay required Advertising Fund Contributions and Market Cooperative Contributions in the manner required under **Section 4** (or as otherwise provided in this **Section 10**).

10.2.3. For all company-owned Franchises, Franchisor shall contribute to the Advertising Fund and Market Cooperatives on the same basis as franchisees.

10.2.4. Advertising Obligations shall be in addition to any advertising, marketing, or promotional payments, contributions, or actions required under the Lease for the Franchise.

10.3. Advertising Fund. Although it is under no obligation to do so, Franchisor may at any time establish an Advertising Fund, as follows:

10.3.1. Franchisor or its designee shall have the right to direct all advertising programs, as well as all aspects thereof, including without limitation, the concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Advertising Fund is intended to maximize general public recognition, acceptance, perception of, and use of the System; and that Franchisor and its designee are not obligated, in administering the Advertising Fund, to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Advertising Fund.

10.3.2. The Advertising Fund, all contributions thereto, and any earnings thereon, shall be used exclusively (except as otherwise provided in this **Section 10.3**) to meet any and all costs of maintaining, administering, directing, conducting, creating and/or otherwise preparing advertising, marketing, public relations and/or promotional programs and materials, research and design relating to branding and implementation of re-branding programs and strategies, and any other activities which Franchisor believes will enhance the image of the System, including, without limitation, the costs of: preparing and/or conducting media advertising campaigns; marketing surveys and other public relations activities; employing advertising and/or public relations agencies; purchasing promotional items; developing new or modified trade dress and marks; point-of-purchase (POP) materials; design and photographs; purchasing media space or time (including all associated fees and expenses); administering regional and multi-regional marketing and advertising programs; market research; developing and implementing customer loyalty programs; the creative development of, and actual production associated with, premium items, give-aways, promotions, contests, public relation events, and charitable or non-profit events; developing, implementing and maintaining an electronic commerce website and/or related strategies; maintaining and developing one or more websites devoted to the System, the Marks and/or the "Fleet Clean" brand; providing promotional and other marketing materials and services to the Franchises operated under the System; and the salaries of Franchisor's employees to the extent such employees provide services in conjunction with System marketing activities. The Advertising Fund may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved in advance by Franchisor, which products, services, or improvements Franchisor shall have the right to determine will promote general public awareness and favorable support for the System.

10.3.3. Franchisee shall contribute to the Advertising Fund in the manner specified by Franchisor. All sums paid by Franchisee to the Advertising Fund shall be maintained in an account separate from Franchisor's other monies. The Advertising Fund will not be used to defray the general operating expenses of Franchisor except that Franchisor shall have the right to charge the Advertising Fund for such reasonable administrative costs and overhead as Franchisor may incur in activities reasonably related to the direction and implementation of the Advertising Fund and advertising programs for franchisees and the System. The Advertising Fund and its earnings shall not otherwise inure to the benefit of Franchisor.

10.3.4. The Advertising Fund is not intended to be, nor will it be deemed to be a trust, and Franchisor does not assume any fiduciary obligation to Franchisee for maintaining, directing or administering the Advertising Fund or for any other reason. A statement of the operations of the Advertising Fund as shown on the books of Franchisor shall be prepared annually by Franchisor, and shall be made available to Franchisee on an annual basis upon Franchisee's written request.

10.3.5. Although the Advertising Fund is intended to be of perpetual duration, Franchisor maintains the right to terminate the Advertising Fund. The Advertising Fund shall not be terminated, however, until all monies in the Advertising Fund have been expended for advertising and/or promotional purposes.

10.4. Market Cooperative. Franchisor shall have the right to designate any geographical area for purposes of establishing a market advertising and promotional cooperative fund ("**Market Cooperative**"). If a Market Cooperative for the geographic area in which the Franchise is located has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative, unless otherwise permitted by Franchisor. If a Market Cooperative for the geographic area in which the Franchise is located is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days after the date on which the Market Cooperative commences operation, unless otherwise permitted by Franchisor. In no event shall Franchisee be required to be a member of more than one Market Cooperative. The following provisions shall apply to each such Market Cooperative:

10.4.1. Each Market Cooperative shall be organized (including but not limited to bylaws and other organic documents) and governed in a form and manner, and shall commence operations on a date, approved in advance by Franchisor in writing. Unless otherwise specified by Franchisor, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. Any Fleet Clean business that Franchisor operates in the region shall have the same voting rights as those owned by its franchisees. Each Franchise owner shall be entitled to cast one vote for each Franchise owned.

10.4.2. Each Market Cooperative shall be organized for the exclusive purpose of administering regional advertising programs and developing, subject to Franchisor's approval, standardized promotional materials for use by the members in local advertising and promotion.

10.4.3. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of Franchisor, pursuant to the procedures and terms set forth in **Section 10.6**.

10.4.4. Each Market Cooperative may require its members to spend and/or contribute on advertising and promotion amounts of up to 2% of Franchisee's Gross Revenue as determined by the Market Cooperative, subject to Franchisor's approval. Franchisee shall submit its required Market Cooperative Contributions to the Market Cooperative at the time specified by Franchisor, together with such statements or reports as may be required by Franchisor or by the Market Cooperative with Franchisor's prior written approval. If so requested by Franchisor in writing, Franchisee shall submit its payments and reports to the Market Cooperative directly to Franchisor for distribution to the Market Cooperative.

10.4.5. Although once established, each Market Cooperative is intended to be of perpetual duration, Franchisor maintains the right to terminate any Market Cooperative. A Market Cooperative shall not be terminated, however, until all monies in that Market Cooperative have been expended for advertising and/or promotional purposes.

10.5. Promotional Materials and Marketing Assistance. Franchisor shall make available to Franchisee from time to time, at Franchisee's expense, advertising plans and promotional materials, including newspaper mats, coupons, merchandising materials, sales aids, point of purchase materials, special promotions, direct mail materials, community relations programs, and similar advertising and promotional materials for use in advertising and promotion. Franchisor may provide periodic marketing assistance to Franchisee.

10.6. Approvals. For all proposed advertising, marketing, and promotional plans, Franchisee shall submit samples of such plans and materials to Franchisor (by means described in **Section 20**), for Franchisor's review and prior written approval (except with respect to prices to be charged by Franchisee). If written approval is not received by Franchisee from Franchisor within 30 days of the date of receipt by Franchisor of such samples or materials, Franchisor shall be deemed to have disapproved them. Franchisee acknowledges and agrees that any and all copyright in and to advertising and promotional materials developed by or on behalf of Franchisee shall be the sole property of Franchisor, and Franchisee agrees to execute such documents (and, if necessary, require its independent contractors to execute such documents) as may be deemed reasonably necessary by Franchisor to give effect to this provision.

10.7. Minimum Requirements Only. Franchisee understands and acknowledges that the required Advertising Obligations are minimum requirements only, and that Franchisee may, and is encouraged by Franchisor to expend additional funds for local advertising and promotion of a local nature which will focus on disseminating advertising directly related to the Franchise.

10.8. Websites; Internet Use. Franchisee shall not, without Franchisor's prior written approval, offer, promote, or sell any products or services, or make any use of the Marks, through the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce (as defined below) and co-branding arrangements. Any website shall be deemed "advertising" under this Agreement, and will be subject to (among other things) Franchisor's approval under **Section 10.6**. Franchisor has the right to control or designate the manner of Franchisee's use of all URLs, domain names, website addresses, metatags, links, key words, e-mail addresses and any other means of electronic identification or origin ("**e-names**"). Franchisor also has the right to designate, approve, control or limit all aspects of Franchisee's use of the Internet, Intranet, World Wide Web, wireless technology, digital cable, use of e-names, e-mail, home pages, bulletin boards, chat rooms, social networking sites, linking, framing, online purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software or hardware (collectively, "**e-commerce**"). Franchisee agrees to follow all of Franchisor's policies and procedures related to the use and regulation of e-commerce. Franchisee agrees to be bound by any terms of use, privacy policy and copyright notice and takedown policies and the like that Franchisor establishes from time to time. Franchisor may require Franchisee, at Franchisee's expense, to coordinate its e-commerce activities with Franchisor, other Franchises, suppliers and/or affiliates. Other than any e-mail or any similar account provided to Franchisee by Franchisor, if any, Franchisee shall not establish any e-mail account using the Marks or similar names or marks. Franchisee agrees to use any e-mail or any similar account provided to Franchisee by Franchisor solely for business purposes. Franchisee shall be required to follow Franchisor's intranet and Internet usage rules, policies and requirements. Franchisor retains the sole right to approve any linking to, or other use of, the Fleet Clean Website. Franchisee may not establish or participate in any Fleet Clean related blog or other discussion forum. Franchisee recognizes and agrees that Franchisor and its affiliates own all rights, title and interest in and to any and all websites and e-names that Franchisor commissions or utilizes, or requires or permits Franchisee to utilize, in connection with the System, which bear the Marks or any derivative of the Marks. Franchisee also recognizes and agrees that Franchisor and/or its affiliates own all rights, title and interest in and to any and all data or other information collected via e-commerce related to the System or the Marks, including any customer data, click-stream data, cookies, user data, hits and the like. Such data or other information also constitutes Franchisor's confidential information subject to **Article 8.**

10.9. Limitations on Associations with the Marks. Franchisee acknowledges and agrees that certain associations between Franchisee and/or the Franchise, and/or the Marks and/or the System, and/or businesses operating under or products sold under the Marks or the Fleet Clean brand names on the one hand, and certain political, religious, cultural or other types of groups, organizations, causes, or activities, on the other, however well-intentioned and/or legal, may create an unwelcome, unfair, or unpopular association with, and/or an adverse effect on, the reputation of Franchisor, the System, the Fleet Clean brand, or the good will associated with the Marks. Accordingly, Franchisee shall not, without the prior written approval of Franchisor, engage in any activities with, or donate any money, products, services, goods, or other items to, any charitable, political or religious organization, group, or activity, if such action is taken, or may be perceived by the public to be taken, in the name of, in connection with, or in association with Franchisee, the Marks, the Franchise, the Franchisor, or the System.

11. INSURANCE

11.1. Insurance Requirements. Prior to the commencement of any activities or operations pursuant to this Agreement, Franchisee shall procure and maintain in full force and effect during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement), at Franchisee's expense, the following insurance policy or policies in connection with the Franchise or other facilities on the premises, or by reason of the construction, operation, or occupancy of the Franchise or other facilities on premises. Such policy or policies shall be written by an insurance company or companies acceptable to Franchisor, having a rating of at least "A-7" in the most recent Key Rating Guide published by the A.M. Best Company (or another rating that Franchisor reasonably designates if A.M. Best Company no longer publishes the Key Rating Guide) and licensed to do business in the state in which the Franchise is located. Such policy or policies shall be in accordance with standards and specifications set forth in the Manuals or otherwise in writing and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified for all franchisees from time to time by Franchisor in the Manuals or otherwise in writing to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances), the following:

11.1.1. Comprehensive general liability insurance, written on an occurrence basis, extended to include contractual liability, products and completed operations, and personal and advertising injury, with a combined bodily injury and property damage limit of not less than $1,000,000 per occurrence.

11.1.2. If any vehicles are used for business purposes, business automobile liability insurance, including a combined single bodily injury and property damage coverage for all owned, nonowned, and hired vehicles, with limits of liability not less than $1,000,000 per occurrence for both bodily injury and property damage.

11.1.3. Statutory workers' compensation insurance and employer's liability insurance for a minimum limit of at least $1,000,000, as well as such other disability benefits type insurance as may be required by statute or rule of the state in which the Franchise is located.

11.1.4. Commercial umbrella liability insurance with limits which bring the total of all primary underlying coverages to not less than $2,000,000 total limit of liability.

11.1.5. Property insurance providing coverage for direct physical loss or damage to real and personal property for allrisk perils, including the perils of flood and earthquake.

11.1.6. Any other insurance coverage that is required by federal, state, or municipal law.

11.2. Referenced in Manuals. All policies listed in **Section 11.1** (unless otherwise noted below) shall contain such endorsements as shall, from time to time, be provided in the Manuals.

11.3. Policy Cancellation. In the event of cancellation, material change, or nonrenewal of any policy, 60 days' advance written notice must be provided to Franchisor in the manner provided in **Article 20**. Franchisee shall arrange for a copy of such notification to be sent to Franchisor by the insurance company.

11.4. Construction and Remodeling Insurance. In connection with all significant construction, reconstruction, or remodeling of the Franchise during the term of this Agreement, Franchisee will cause the general contractor, its subcontractors, and any other contractor, to effect and maintain at general contractor's and all other contractor's own expense, such insurance policies and bonds with such endorsements as are set forth in the Manuals, all written by insurance or bonding companies approved by Franchisor, having a rating as set forth in **Section 11.1**.

11.5. No Waiver of Obligations. Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in **Section 17.4.**

11.6. Franchisor to be Additional Insured. All insurance policies shall list Franchisor and its affiliates, officers, directors, employees, and agents as additional insureds.

11.7. Certificates of Insurance. At least 30 days prior to the time any insurance is first required to be carried by Franchisee, and thereafter at least 30 days prior to the expiration of any such policy, Franchisee shall deliver to Franchisor, certificates of insurance evidencing the proper coverage with limits not less than those required hereunder. All certificates shall expressly provide that no less than 30 days' prior written notice shall be given Franchisor in the event of material alteration to, cancellation, or nonrenewal of the coverages evidenced by such certificates. Further certificates evidencing the insurance required by **Section 11.1** shall name Franchisor, and each of its affiliates, directors, agents, and employees as additional insureds, and shall expressly provide that any interest of same therein shall not be affected by any breach by Franchisee of any policy provisions for which such certificates evidence coverage. In the event that Franchisee fails to provide evidence reasonably satisfactory to Franchisor of the insurance policies required by this **Article 11**, Franchisor may, but is not required to, obtain such required policies on Franchisee's behalf, and Franchisee agrees that it will promptly reimburse Franchisor for all costs related to obtaining such policies upon notice from Franchisor.

11.8. Proof of Insurance. In addition to its obligations under **Section 11.7**, on the first anniversary of the Effective Date, and on each subsequent anniversary thereof during the term of this Agreement and any renewal hereof, Franchisee shall provide Franchisor with proof of insurance evidencing the proper coverage with limits not less than those required hereunder, in such form as Franchisor may reasonably require.

11.9. Policy Limit Changes. Franchisor shall have the right, from time to time, to make such changes in minimum policy limits and endorsements as it may determine; provided, however, all changes shall apply, generally, to all franchisees of Franchisor who are similarly situated.

12. TRANSFER OF INTEREST

12.1. Franchisor Transfers. Franchisor shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations under this Agreement, or any interests in the assets of Franchisor, or any ownership or equity interests in Franchisor, to any person or entity, and any assignee of Franchisor shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment.

12.2. Principals. If Franchisee is an entity, each person or entity that is an owner of, or has an ownership interest in, Franchisee (each, a "**Principal**"), and the interest of each Principal in Franchisee, is identified on the Summary Page. Franchisee represents and warrants that its owners are as set forth on the Summary Page attached to this Agreement, and covenants that it will not permit the identity of such owners, or their respective interests in Franchisee, to change without complying with this Agreement. Franchisor shall have the right to designate any person or entity which owns a direct or indirect interest in Franchisee as a Principal, and the Summary Page shall be so amended automatically upon notice thereof to Franchisee.

12.3. Franchisee Transfers. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and its Principals, and that Franchisor has granted this License in reliance on Franchisee's or Franchisee's Principals' business skill, financial capacity, and personal character. Accordingly:

12.3.1. Franchisee shall not, without the prior written consent of Franchisor, transfer, pledge or otherwise encumber: (a) this Agreement or any of the rights and obligations of Franchisee under this Agreement; or (b) any material asset of Franchisee or the Franchise; provided, however, that Franchisee may grant a security interest in, or otherwise encumber certain assets of the Franchise, excluding the Franchise Agreement, in connection with Franchisee obtaining financing for the development and/or operation of the Franchise or equipment leasing, if such financing satisfies the requirements of Franchisor, which may include, without limitation, execution of agreements by Franchisor, Franchisee, and/or such Principal, and any secured creditor of Franchisee, in a form satisfactory to Franchisor, acknowledging such creditor's obligations to be bound by the terms of this **Article 12**.

12.3.2. If Franchisee is a corporation or limited liability company, Franchisee shall not, without the prior written consent of Franchisor, issue any voting securities or securities convertible into voting securities, and the recipient of any such securities shall become a Principal under this Agreement, if so designated by Franchisor.

12.3.3. If Franchisee is a partnership or limited partnership, the partners of the partnership shall not, without the prior written consent of Franchisor, admit additional general partners, remove a general partner, or otherwise materially alter the powers of any general partner. Each general partner shall automatically be deemed a Principal of Franchisee.

12.3.4. A Principal shall not, without the prior written consent of Franchisor, transfer, pledge or otherwise encumber any interest of a Principal in Franchisee.

12.4. Conditions for Approval. Franchisor shall not unreasonably withhold any consent required by **Section 12.3**; provided, that if Franchisee proposes to transfer its obligations hereunder or any interest in any material asset, or if a Principal proposes to transfer any direct or indirect interest in Franchisee, or if Franchisee or any Principal proposes to undertake any transfer that is subject to **Section 12.3**, Franchisor shall have the right to require any or all of the following as conditions of its approval (except as provided in **Section 12.9**):

12.4.1. The transferor shall have executed a general release (which shall include a release from the transferor, Franchisee, Principals, and guarantors of Franchisee), in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, successors, and assigns, and their respective directors, officers, owners, members, managers, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between Franchisee and Franchisor or its affiliates, and federal, state, and local laws and rules.

12.4.2. The transferee of a Principal shall be designated as a Principal and each transferee who is designated a Principal shall enter into a written agreement, in a form satisfactory to Franchisor, agreeing to be bound as a Principal under the terms of this Agreement as long as such person or entity owns any interest in Franchisee; and, the Principal shall guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor.

12.4.3. Prior to, and after the transfer, Franchisee's new Principals shall meet Franchisor's educational, managerial, and business standards; each shall possess a good moral character, business reputation, and credit rating; have the aptitude and ability to operate the Franchise, as may be evidenced by prior related business experience or otherwise; and have adequate financial resources and capital to operate the Franchise.

12.4.4. If a proposed transfer would result in a change in control of Franchisee, at Franchisor's option, Franchisee (or transferee) shall execute, for a term ending on the expiration date of this Agreement the form of franchise agreement then being offered to new System franchisees, and such other ancillary agreements required by Franchisor for the business franchised hereunder, which agreements shall supersede this Agreement and its ancillary documents in all respects, and the terms of which may differ from the terms of this Agreement including, without limitation, higher royalty and advertising fees.

12.4.5. If a proposed transfer would result in a change in control of Franchisee, and if so requested by Franchisor, Franchisee, at its expense, shall upgrade the Franchise to conform to the thencurrent standards and specifications of new Franchises then being established in the System, and shall complete the upgrading and other requirements set forth in **Sections 5.1.6** and **5.2.5** within the time period specified by Franchisor.

12.4.6. All monetary obligations of Franchisee hereunder shall be paid in full on a current basis, and Franchisee must not be otherwise in default of any of its obligations hereunder including, without limitation, its reporting obligations.

12.4.7. The transferor shall remain liable for all of the obligations to Franchisor in connection with the Franchise that arose prior to the effective date of the transfer, and any covenants that survive the termination or expiration of this Agreement, and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability.

12.4.8. At Franchisee's expense, the transferee's Manager and other employees designated by Franchisor shall successfully complete (to Franchisor's satisfaction) all training programs required by Franchisor upon such terms and conditions as Franchisor may reasonably require (and while Franchisor will not charge a fee for attendance at such training programs, the transferee shall be responsible for the salary and all expenses of the person who attends training).

12.4.9. If a proposed transfer would result in a change in control of Franchisee, and to compensate Franchisor for Franchisor's legal, accounting, training, and other expenses incurred in connection with the transfer, Franchisee shall pay Franchisor a non-refundable transfer fee in an amount equal to $12,500. One-half of the transfer fee shall be paid at the time Franchisee submits its request to Franchisor for consideration of the proposed transfer, and such amount shall be non-refundable. The balance of the transfer fee shall be paid at the time the transfer is consummated or closes. In addition, in the event a proposed transfer is not consummated or closed, for any reason except for disapproval by Franchisor, Franchisee or the proposed transferee shall reimburse Franchisor for all of its costs and expenses incurred in connection with its evaluation of the proposed transfer, including, without limitation, attorneys' and accountants' fees, background checks, site evaluation, and training, if applicable, to the extent the portion of the transfer fee paid when the transfer approval request was made does not cover those costs and expenses.

12.4.10. If the proposed transfer will result in a change in control of Franchisee, the terms of the proposed transfer will not adversely impact the continued operations of the Franchise, as determined in Franchisor's sole discretion.

12.4.11. The transferor must acknowledge and agree that the transferor shall remain bound by the covenants contained in **Sections 15.2** and **15.3**.

12.5. Right of First Refusal.

12.5.1. If Franchisee or any Principal desires to accept any *bona fide* offer from a third party to purchase Franchisee, any material assets of Franchisee, or any direct or indirect interest in Franchisee, Franchisee or such Principal shall promptly notify Franchisor of such offer and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor shall have the right and option, exercisable within 30 days after receipt of all such information, to send written notice (the "**Exercise Notice**") to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, the contract to purchase the Franchise (or interests or assets) shall be executed within 60 days after the Exercise Notice and the closing shall occur at the principal offices of Franchisor; provided, however, that in no event shall the closing occur later than 90 days following the execution of the definitive purchase agreement.

12.5.2. Any material change in the terms of the *bona fide* offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the third party's initial offer. Additionally, if Franchisor elects not to exercise its purchase right and Franchisee fails to complete the proposed sale within six months from the date Franchisor notifies Franchisee that Franchisor will not make the purchase, Franchisor shall again have the right of first refusal described in this **Section 12.5.** Failure of Franchisor to exercise the option afforded by this **Section 12.5** shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this **Section 12**, with respect to a proposed transfer, or a waiver of any subsequent offer.

12.5.3. In the event the consideration, terms, and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, they must attempt to appoint a mutually-acceptable independent appraiser to make a binding determination. If the parties are unable to agree upon one independent appraiser, then an independent appraiser shall be promptly designated by Franchisor and another independent appraiser shall be promptly designated by Franchisee, which two appraisers shall, in turn, promptly designate a third appraiser; all three appraisers shall promptly confer and reach a single determination, which determination shall be binding upon Franchisor and Franchisee. The cost of any such appraisal shall be shared equally by Franchisor and Franchisee. If Franchisor elects to exercise its right under this **Section 12.5**, Franchisor shall have the right to set off all amounts due from Franchisee, and one-half of the cost of the appraisal, if any, against any payment to the seller.

12.6. Transfer Upon Death. Upon the death of a Principal, the deceased's executor, administrator, or other personal representative shall transfer the deceased's interest to a third party approved by Franchisor within 12 months after the death. If the distributee is not approved by Franchisor, then the distributee shall transfer the deceased's interest to a third party approved by Franchisor within 12 months after the deceased's death.

12.7. Transfer Upon Permanent Disability. Upon the permanent disability of any Principal with a controlling interest in Franchisee, Franchisor shall have the right to require such interest to be transferred to a third party in accordance with the conditions described in this **Section 12** within six months after notice to Franchisee, provided that no transfer fee shall be due for a transfer pursuant to this **Section 12.7.** "**Permanent Disability**" shall mean any physical, emotional, or mental injury, illness, or incapacity that would prevent a person from performing the obligations set forth in this Agreement for at least six consecutive months, and from which condition recovery within six consecutive months from the date of determination of disability is unlikely. Permanent disability shall be determined by a licensed practicing physician upon examination of such person or, if such person refuses to be examined, then such person shall automatically be deemed permanently disabled for the purposes of this **Section 12.7** as of the date of refusal. The licensed practicing physician making such determination shall be chosen by the mutual agreement of a doctor selected by Franchisor and a doctor selected by Franchisee. Franchisor shall pay the cost of the required examination.

12.8. Notification Upon Death or Permanent Disability. Upon the death or permanent disability any Principal of Franchisee, such person or his representative shall promptly notify Franchisor of such death or claim of permanent disability. Any transfer upon death or permanent disability shall be subject to the same terms and conditions as any *inter vivos* transfer.

12.9. Exceptions for Entity Formed Convenience of Ownership. Notwithstanding anything to the contrary in this **Section 12**, if Franchisee is an individual and seeks to transfer this Agreement to an entity formed for the convenience of ownership, the conditions of **Sections 12.4.4** (signing a new franchise agreement), **12.4.5** (upgrading the Franchise), **12.4.8** (initial training of new Manager), and **12.4.9** (transfer fee) shall not apply; provided however, that in lieu of a transfer fee, Franchisee shall reimburse Franchisor for its legal, accounting and other professional fees and other costs incurred in connection with the transfer, and Franchisee may undertake such transfer, provided that Franchisee owns 100% of the equity interest in the transferee entity, and the Franchisee personally guarantees, in a written guaranty satisfactory to Franchisor, the performance of the obligations of Franchisee under this Agreement.

12.10. No Waiver of Claims. Franchisor's consent to a transfer which is the subject of this **Section 12** shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

12.11. Insolvency. If Franchisee or any person holding any interest (direct or indirect) in Franchisee becomes a debtor in a proceeding under the U.S. Bankruptcy Code or any similar law in the U.S. or elsewhere, it is the parties' understanding and agreement that any transfer of Franchisee, Franchisee's obligations and/or rights hereunder, any material assets of Franchisee, or any indirect or direct interest in Franchisee shall be subject to all of the terms of this **Section 12**.

12.12. Securities Offerings. All materials for an offering of stock or partnership interests in Franchisee or any affiliate of Franchisee which are required by federal or state law shall be submitted to Franchisor for review as described below before such materials are filed with any government agency. Any materials to be used in any exempt offering shall be submitted to Franchisor for such review prior to their use. No offering by Franchisee or any affiliate of Franchisee shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance, or offering of the securities of Franchisee or Franchisee's affiliates; and Franchisor's review of any offering shall be limited solely to the relationship between Franchisor and Franchisee and affiliates, if applicable, and shall not constitute any opinion as to any legal requirement. Franchisor may, at its option, require the offering materials to contain a written statement prescribed by Franchisor concerning the limitations stated in the preceding sentence. Franchisee (and the offeror if not Franchisee), the Principals, and all other participants in the offering must fully indemnify Franchisor, its affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in connection with the offering and shall execute any and all documents required by Franchisor to endorse such indemnification. For each proposed offering, Franchisee shall pay Franchisor an amount as is necessary to reimburse Franchisor for its reasonable costs and expenses (including legal and accounting fees) for reviewing the proposed offering. Franchisee shall give Franchisor written notice at least 30 days before the date that any offering or other transaction described in this **Section 12.12** commences. Any such offering shall be subject to all of the other provisions of this **Article 12**; and further, without limiting the foregoing, it is agreed that any such offering shall be subject to Franchisor's approval as to the structure and voting control of the offeror (and Franchisee, if Franchisee is not the offeror) after the financing is completed.

13. DEFAULT AND TERMINATION

13.1. Automatic Termination. Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by Franchisee or such a petition is filed against and not opposed by Franchisee; or if Franchisee is adjudicated as bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment remains unsatisfied or of record for 30 days or longer (unless unappealed or a supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against the Franchise premises or equipment is instituted against Franchisee and not dismissed within 30 days; or if the real or personal property of Franchisee's Franchise shall be sold after levy thereupon by any sheriff, marshal, or constable.

13.2. Termination Upon Notice Without Opportunity to Cure. Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon the delivery of written notice to Franchisee by Franchisor (in the manner set forth under **Article 20**), upon the occurrence of any of the following events:

13.2.1. If Franchisee fails to l open the Franchise as provided in **Section 5.5**;

13.2.2. If Franchisee or other designated employee fails to complete the initial training program pursuant to **Sections 3.2** and **5.6** of this Agreement;

13.2.3. If Franchisee at any time ceases to operate or otherwise abandons the Franchise for three consecutive business days, or loses the right to possession of the Franchise Location, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchise is located;

13.2.4. If Franchisee or any Principal is convicted of a felony or engages in any other activity that Franchisor believes is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interest therein;

13.2.5. If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchise;

13.2.6. If Franchisee or any Principal purports to transfer any rights or obligations under this Agreement or any interest to any third party in a manner that is contrary to the terms of **Article 12**;

13.2.7. If Franchisee or any Principal fails to comply with the covenants in **Section 15.2**;

13.2.8. If, contrary to the terms of **Articles 7** or **8**, Franchisee discloses or divulges confidential information provided to Franchisee by Franchisor;

13.2.9. If Franchisee knowingly maintains false books or records, or submits any false reports (including, but not limited to, information provided as part of Franchisee's application for this franchise) to Franchisor, underreports Gross Revenue by more than 5% or more for any period or greater or engages in billing and invoicing activities in violation of **Section 3.8.4**;

13.2.10. If Franchisee commits three or more defaults under this Agreement in any 12 month period, whether or not each such default has been cured after notice;

13.2.11. If Franchisee or any Principal makes any unauthorized or improper use of the Marks or contests the validity of Franchisor's ownership of the Marks or its right to use and to license others to use the Marks; and/or

13.2.12. If any other Franchise Agreement, Area Development Agreement or other agreement between Franchisor (or its affiliates), on the one hand, and Franchisee, any Principal of Franchisee or any of Franchisee's affiliates, on the other hand is terminated as a result of a default.

13.3. Termination With Opportunity to Cure. Except as otherwise provided in **Sections 13.1** and **13.2**, upon any other default by Franchisee of its obligations hereunder, Franchisor may terminate this Agreement only by giving written notice of termination (in the manner set forth under **Article 20**) setting forth the nature of such default to Franchisee at least 30 days prior to the effective date of termination (or, with respect to monetary defaults, five days); provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof thereof to Franchisor, all within the 30 day period (or five day period with respect to monetary defaults). If any such default is not cured within the specified time, this Agreement may, upon Franchisor's election, be terminated without further notice to Franchisee effective immediately upon the expiration of the 30 day period (or five day period with respect to monetary defaults) or such longer period as applicable law may require.

13.4. Extended Notice of Termination. If any law applicable to this **Article 13**, requires a longer notice period prior to termination of this Agreement, or prior to a refusal to enter into a successor or renewal franchise, than is required hereunder, a different standard of "good cause", or the taking of some other action not required hereunder, the prior notice, "good cause" standard, and/or other action required by such law shall be substituted for the comparable provisions hereof.

13.5. Assignment Upon Bankruptcy. If, for any reason, this Agreement is not terminated pursuant to this **Article 13**, and this Agreement is assumed, or assignment of the same to any person or entity who has made a *bona fide* offer to accept an assignment of this Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth: (i) the name and address of the proposed assignee; and (ii) all of the terms and conditions of the proposed assignment and assumption, shall be given to Franchisor within 20 days after receipt of such proposed assignee's offer to accept assignment of this Agreement, and, in any event, within 10 days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Franchisor shall thereupon have the prior right and option, to be exercised by notice given at any time prior to the effective date of such proposed assignment and assumption, to accept an assignment of this Agreement to Franchisor itself upon the same terms and conditions and for the same consideration, if any, as in the *bona fide* offer made by the proposed assignee, less any brokerage commissions which may be payable by Franchisee out of the consideration to be paid by such assignee for the assignment of this Agreement. In the event Franchisor does not elect to exercise the options described in this **Section 13.5**, any transfer or assignment pursuant to the United States Bankruptcy Code shall be subject to the same terms and conditions of any other transfer or assignment set forth in **Article 12**.

13.6. Damages. In addition to any other claims Franchisor may have (other than claims for lost future Royalty Fees and Advertising Fund Contributions), if Franchisor terminates this Agreement based on Franchisee's default or if Franchisee terminates this Agreement in violation of its terms, Franchisee must pay Franchisor liquidated damages calculated as follows: (a) the average of Franchisee's monthly Royalty Fees and Advertising Fund Contributions due for the last 12 months (or for such shorter period of time that the Franchise has been in operation) before termination, (b) multiplied by the lesser of 36 or the number of months remaining in the then-current term under **Section 2.1**, (c) discounted to present value using the then-current prime rate of interest quoted by Franchisor's principal commercial bank. The parties hereto agree that calculation of damages if Franchisor terminates due to default or if Franchisee terminates this Agreement in violation of its terms will be difficult to measure and quantify, and the damages described in this **Section 13.6** are a reasonable approximation of such damages, and are not a penalty.

14. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall forthwith terminate, and:

14.1. Cease Operations. Franchisee shall immediately cease to operate the Franchise, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

14.2. Cease Use of Marks. Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System, the mark "Fleet Clean" and all other Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Franchisee shall cease to use, without limitation, the Fleet Clean Vehicle, all signs, advertising materials, displays, stationery, forms, and any other articles that display the Marks.

14.3. Cancellation of Assumed Names. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "Fleet Clean" and all other Marks, and/or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five days after termination or expiration of this Agreement.

14.4. Assign Lease; Modification of Premises. Franchisor, or any affiliate of Franchisor, shall have the right and option, but not the obligation, in Franchisor's sole discretion, to acquire the Lease, or otherwise acquire the right to occupy the Franchise Location (if applicable). Franchisor may assign or delegate this right or option to any affiliate or designee of Franchisor, without notice to, or request for approval from, the landlord or lessor of the Franchise Location. If Franchisor or its assignee or delegatee does not elect or is unable to exercise any option it may have to acquire the Lease, or otherwise acquire the right to occupy the Franchise Location, Franchisee shall make such modifications or alterations to the Franchise Location operated hereunder immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of said premises from that of other Franchises, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose. If Franchisee fails or refuses to comply with the requirements of this **Section 14.4**, Franchisor (or its designee) shall have the right to enter upon the premises of the Franchise, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand.

14.5. Telephone, Etc. Franchisee shall cease use of, and if Franchisor requests, shall transfer to Franchisor, all telephone numbers, customer lists, and any domain names, websites, email addresses, and any other identifiers, whether or not authorized by Franchisor, used by Franchisee while operating the Franchise.

14.6. No Confusion. Franchisee agrees, if it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit copy, or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's rights in and to the Marks, and further agrees not to utilize any designation of origin, description, trademark, service mark, or representation which suggests or represents a present or past association or connection with Franchisor, the System, or the Marks.

14.7. Pay Monies Owed. Franchisee shall promptly pay all sums owing to Franchisor and its subsidiaries and affiliates (regardless of whether those obligations arise under this Agreement or otherwise). In the event of termination for any default of Franchisee, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default.

14.8. Damages and Costs. Franchisee shall pay Franchisor all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this **Section 14**.

14.9. Return of Manuals. Franchisee shall immediately deliver to Franchisor the Manuals and all other manuals, records, and instructions containing confidential information (including without limitation any copies thereof, even if such copies were made in violation of this Agreement), all of which are acknowledged to be the property of Franchisor.

14.10. Option to Purchase Furnishings and Equipment. Franchisor shall have the option to purchase from Franchisee any or all of the Fleet Clean Vehicles and other vehicles, furnishings, equipment, signs, fixtures, supplies, or inventory of Franchisee related to the operation of the Franchise, at the lesser of the fair market value or Franchisee's book value. Franchisor shall have 30 days from the expiration or termination of this Agreement to notify Franchisee that Franchisor will exercise its option under this **Section 14.10**, and another 60 days from such notice to complete such purchase. The book value of any such item shall be determined based upon a five year straightline depreciation of original costs. For equipment that is five or more years old, the parties agree that fair market value shall be deemed to be 10% of the equipment's original cost. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from Franchisee as well as all amounts due to Franchisor's affiliates from Franchisee. Franchisee shall take all actions as necessary to ensure that any items purchased by Franchisor shall be free of all liens or other encumbrances at the time Franchisee sells such items to Franchisor.

14.11. Right to Enter and Operate. In order to preserve the goodwill of the System following termination, Franchisor (or its designee) shall have the right to enter the Franchise Location (if applicable) (without liability to Franchisee, Franchisee's Principals, or otherwise) or to take possession of the Fleet Clean Vehicle(s) used by Franchisee for the purpose of continuing the Franchise's operation and maintaining the goodwill of the business.

14.12. Close Vendor Accounts. Franchisee must close all accounts with vendors which were opened in connection with the opening and operation of the Franchise. Franchisor has the right to notify Franchisee's vendors that this Agreement has expired or been terminated and to require them to close Franchisee's accounts, if Franchisee fails to do so.

14.13. Security Interest. For the purpose of securing its obligations under this Agreement, Franchisee hereby grants Franchisor a security interest in all personal property related to the operation of the Franchise of any nature now owned or hereinafter acquired by Franchisee, including, but not limited to, all signs, logos bearing any of the Marks, inventory, equipment, Fleet Clean Vehicles(s), trade fixtures, furnishings and accounts, together with the proceeds therefrom (the **"Security Agreement"**). Any event of default by Franchisee under this Agreement shall be deemed a breach of the Security Agreement. Franchisee covenants to execute and deliver to Franchisor any and all instruments Franchisor may reasonably request from time to time in order to perfect the security interest granted herein, including, without limitation, the appropriate UCC-1 Financing Statements.

15. COVENANTS

15.1. Full Time and Best Efforts. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee (or its Operating Principal of Franchisee is an entity) (or a Manager who will assume primary responsibility for the franchise operations and shall have been previously approved in writing by Franchisor) shall devote full time, energy, and best efforts to the management and operation of the Franchise.

15.2. In-Term Covenants. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or entity:

15.2.1. Divert or attempt to divert any business or customer of the Franchise or of any Franchise using the System to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Franchisor's Marks and the System.

15.2.2. Unless released in writing by the employer, (a) employ or seek to employ any person who (i) is at that time employed by Franchisor, or (ii) who was, within six months prior to his/her employ by Franchisee, or any person acting for, on behalf of, or at the directions of Franchisee or employed by Franchisor, or (b) otherwise directly or indirectly induce such person to leave his or her employment.

15.2.3. Except as otherwise approved in writing by Franchisor, own, maintain, operate, engage in, or have any interest in any "**Competitive Business**" in any location, which shall mean a business which offers commercial vehicle cleaning and related services.

15.3. Post-Term Covenants. Franchisee covenants that, except as otherwise approved in writing by Franchisor, it shall not, for a continuous uninterrupted period of two years from the date of: (a) a transfer permitted under **Section 12**; (b) expiration or termination of this Agreement (regardless of the cause for termination); or (c) a final order of a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this **Section 15.3**; either directly or indirectly (through, on behalf of, or in conjunction with any persons or entity), own, maintain, operate, engage in, or have any interest in any Competitive Business which is, or is intended to be, located: (a) at the Approved Location; (b) within a 100 mile radius of the Territory; or (c) within a 100 mile radius of the territory of any other Franchises or company or affiliate-owned Fleet Clean business in operation as of the time that the obligations under this **Section 15.3** commence.

15.4. Publicly-Held Corporations. **Section 15.3** shall not apply to ownership by Franchisee of less than 5% beneficial interest in the outstanding equity securities of any PubliclyHeld Corporation. As used in this Agreement, the term "**PubliclyHeld Corporation**" shall be deemed to refer to a corporation which has securities that have been registered under the Securities Exchange Act of 1934.

15.5. Individual Covenants. Franchisee shall require and obtain execution of covenants similar to those set forth in **Section 8 and** this **Article 15** (as modified to apply to an individual) from any or all of Franchisee's Principals, the Manager, any replacement Manager and other highly trained personnel as designated by Franchisor. The covenants required by this **Section 15.5** shall be in the form provided in **Exhibit D** to this Agreement.

15.6. Severability. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this **Section 15** is held to be unenforceable or unreasonable by any court, it is the intent of the parties that the court modify such restriction to extent reasonably necessary to protect the legitimate business interests of Franchisor.

15.7. Scope of Covenants. Franchisee understands and acknowledges that Franchisor shall have the right to reduce the scope of any covenant set forth in **Sections 15.2** and **15.3** in this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified.

15.8. Enforcement of Claims. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this **Section 15**. Franchisee agrees to pay all costs and expenses (including without limitation reasonable attorneys' fees and all other costs) incurred by Franchisor in connection with the enforcement of this **Section 15**.

15.9. Irreparable Injury. Franchisee acknowledges that Franchisee's violation of the terms of this **Article 15** would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee accordingly consents to the issuance of an injunction prohibiting any conduct by Franchisee in violation of the terms of this **Article 15**.

16. TAXES, PERMITS, AND INDEBTEDNESS

16.1. Taxes. Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, income, unemployment, and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the business franchised under this Agreement. Franchisee shall pay Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by Franchisor.

16.2. Tax Disputes. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchise, or any improvements thereon.

16.3. Compliance With Laws. Franchisee shall comply with all federal, state, and local laws, rules, and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the business franchised under this Agreement, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, and fire clearances.

16.4. Notification of Claims. Franchisee shall notify Franchisor in writing within three days of receipt of notice of any health or safety violation, the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, or within three days occurrence of any accident or injury which may adversely affect the operation of the Franchise or the financial condition of Franchisee, or give rise to liability or a claim against Franchisee or Franchisor.

17. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

17.1. Independent Contractors. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them; that Franchisee shall be an independent contractor; and, that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

17.2. Identification as Independent Contractor. At all times during the term of this Agreement and any extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a franchise from Franchisor.

17.3. No Agency. It is understood and agreed that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Franchisor be liable by reason of any act or omission of Franchisee in its conduct of the Franchise or for any claim or judgment arising therefrom against Franchisee or Franchisor.

17.4. Indemnification. Franchisee shall indemnify and hold Franchisor and its affiliates, and their respective officers, directors, members, managers, employees, and agents harmless against any and all claims, obligations, and damages (as well as the costs, including attorneys' fees, of defending against them) arising directly or indirectly from, as a result of, or in connection with Franchisee's operation of the Franchise or Franchisee's breach of this Agreement, including, without limitation, those alleged to be caused by Franchisor's negligence, but not including those claims, obligations, and damages that are determined to be caused solely by Franchisor's gross negligence or willful misconduct according to a final, unappealable ruling issued by a court with competent jurisdiction. If Franchisor incurs any costs or expenses, including, without limitation, legal fees, travel expenses, and other charges, in connection with any proceeding involving Franchisee in which Franchisor is not a party, Franchisee shall reimburse Franchisor for all such costs and expenses promptly upon presentation of invoices. Franchisee acknowledges and agrees that Franchisee's indemnification and hold harmless obligations under this **Section 17.4** shall survive the termination or expiration of this Agreement.

18. FORCE MAJEURE

Neither party shall be responsible to the other for non-performance or delay in performance occasioned by causes beyond its control, including without limiting the generality of the foregoing: (a) acts of God; (b) acts of war, terrorism, or insurrection; (c) strikes, lockouts, labor actions, boycotts, floods, fires, hurricanes, tornadoes, and/or other casualties; (d) the inability of Franchisor and/or its affiliates or suppliers to manufacture, purchase, and/or cause delivery of any products used in the operation of the Franchise; and (e) legislative changes and/or governmental orders affecting the sale of the products from Franchises. The inability of either party to obtain and/or remit funds shall be considered within control of such party.

19. APPROVALS AND WAIVERS

19.1. Approvals. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent must be obtained in writing.

19.2. No Warranties. Franchisee acknowledges and agrees that Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

19.3. Waivers. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee or any other franchisee under any of the terms, provisions, covenants, or conditions of this Agreement, and no custom or practice by the parties at variance with the terms of this Agreement, shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against Franchisee, or as to subsequent breach or default by Franchisee. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding or succeeding breach by Franchisee of any terms, provisions, covenants, or conditions of this Agreement.

20. NOTICES

All notices and other communications required or permitted under this Agreement will be in writing and will be given by one of the following methods of delivery: (i) personally; (ii) by certified or registered mail, postage prepaid; or (iii) by overnight delivery service. Notices to Franchisee will be sent to the address set forth on the Summary Page. Notices to Franchisor must be sent to:

FW Fleet Clean, LLC
478 N. Babcock Street
Melbourne, FL 32935
Attention: Chief Executive Officer

Either party may change its mailing address by giving notice to the other party. Notices will be deemed received the same day when delivered personally or upon actual or attempted delivery when sent by registered or certified mail or overnight delivery service.

21. ENTIRE AGREEMENT AND AMENDMENT

This Agreement and the exhibits referred to herein constitute the entire, full, and complete Agreement between us and you concerning the subject matter hereof, and supersede any and all prior or contemporaneous negotiations, discussions, understandings and agreements. No other representations have induced you to execute this Agreement. There are no other oral or written understandings or agreements between us and you, or oral representations by us, or written representations by us (other than those set forth in our Franchise Disclosure Document that we provided to you), relating to the subject matter of this Agreement, the franchise relationship, or the Franchise (and any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement). Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

22. SEVERABILITY AND CONSTRUCTION

22.1. Severability. If any of the provisions of this Agreement may be construed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against any party. In the event any court or other government authority shall determine any provision in this Agreement is not enforceable as written, the parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect. If any provision in this Agreement is held invalid or otherwise unenforceable by any court or other government authority or in any arbitration proceeding, such findings shall not invalidate the remainder of this Agreement unless in the reasonable opinion of Franchisor the effect of such determination has the effect of frustrating the purpose of this Agreement, whereupon Franchisor shall have the right by notice in writing to the other party to immediately terminate this Agreement.

22.2. No Other Rights. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or entity other than Franchisee, Franchisor, and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, permitted by **Article 12**), any rights or remedies under or by reason of this Agreement.

22.3. Enforceability of Covenants. Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

22.4. Construction. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

22.5. Importance of Timely Performance. Time is of the essence in this Agreement.

22.6. Survival of Provisions. All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, shall so survive the expiration and/or termination of this Agreement.

22.7. Additional Terms; Inconsistent Terms. The parties may provide additional terms by including the terms on the Summary Page. To the extent that any provisions of the Summary Page are in direct conflict with the provisions of this Agreement, the provisions of the Summary Page shall control.

23. APPLICABLE LAW AND DISPUTE RESOLUTION

23.1. Governing Law. This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed exclusively under the laws of the State of Florida, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Florida choice-of-law rules). Nothing in this **Section 23.1** is intended by the parties to subject this Agreement to any franchise, business opportunity, consumer protection, or similar law, rule, or regulation of the State of Florida to which this Agreement would not otherwise be subject.

23.2. Arbitration.

23.2.1. Disputes Subject to Arbitration. Except as expressly provided to the contrary in this Agreement, any controversy or claim arising out of or relating to this Agreement or the relationship of the parties shall be settled by arbitration administered by the American Arbitration Association (the **"AAA"**) in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Any dispute as to whether this arbitration clause applies or whether any particular claim is subject to arbitration shall be decided by arbitration in accordance with this Article 23.

23.2.2. Arbitration Claims. The parties agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. The parties further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is waived and forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either party. The parties agree that arbitration will be conducted on an individual basis, that neither party shall pursue class claims nor multi-plaintiff actions, and that an arbitration proceeding between Franchisor and its affiliates, or any of them, on the one hand, and Franchisee and its affiliates and any of their respective officers, directors, managers, agents, representatives, employees, successors and assigns, on the other hand, may not be consolidated with any other arbitration proceeding to which Franchisor and/or its affiliates are a party. Notwithstanding the foregoing, if any court determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section, then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding. For purposes of this Section, Franchisor and its affiliates includes their respective shareholders, partners, members and other owners, officers, directors, managers, agents, representatives, employees, successors and assigns.

23.2.3. Location. The place of arbitration shall be the AAA office located nearest to Franchisor's principal place of business on the date the arbitration action is filed.

23.2.4. Confidentiality. All documents, information, and results pertaining to any arbitration will be confidential, except as required by law or as required for Franchisor to comply with laws and regulations applicable to the sale of franchises.

23.2.5. Performance During Arbitration. Franchisor and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration process.

23.3. Venue. For any matter which is not subject to the arbitration provisions of **Section 23.2**, each party hereto consents to personal jurisdiction in the federal or state courts located in the county in which Franchisor's principal place of business is located at the time that the action commences. Franchisee and its Principals hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

23.4. No Exclusive Remedies. No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

23.5. Injunctive Relief. Notwithstanding anything contained herein, Franchisor reserves the right to seek and obtain temporary restraining orders or other emergency temporary or preliminary equitable injunctive relief and file actions to collect royalties and other amounts owed by Franchisee to Franchisor (collection actions) from federal or state courts located in the state in which the Franchise is located. The parties acknowledge and agree that the rights of Franchisor under this Agreement with respect to the use of the Marks and the System and the enforcement of the in-term and post-term noncompetition covenants of Franchisor are of a specialized and unique nature and that immediate and irreparable damage will result to Franchisor if Franchisee fails or refuses to perform obligations under this Agreement, and, notwithstanding any election by Franchisor to claim damages from Franchisee as a result of such failure or refusal, Franchisor may, in addition to any other remedies and damages available, seek an injunction in any court of competent jurisdiction to restrain such failure or refusal.

23.6. Waiver of Jury Trial. Franchisor and Franchisee irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding.

23.7. Limitation of Actions. Any and all claims and actions arising out of or relating to this agreement, the relationship of Franchisee and franchisor, or Franchisee's operation of the Franchise (including any defenses or any claims of set-off or recoupment) must be brought or asserted before the expiration of the earlier of (a) the time period for bringing an action under any applicable state or federal statute of limitations; (b) one year after the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; or (c) two years after the first act or omission giving rise to an alleged claim; or it is expressly acknowledged and agreed by all parties that such claims or actions shall be irrevocably barred. Claims of franchisor attributable to underreporting of sales, and claims of the parties for failure to pay monies owed and/or indemnification shall be subject only to the applicable state or federal statute of limitations.

23.8. Limitation on Damages. Franchisor and Franchisee hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other, and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it. In any action arising out of or relating to this Agreement or the relationship of the parties, in no event shall Franchisor be liable to Developer for more than the total Initial Franchise Fee.

23.9. Costs and Attorneys' Fees. If either Franchisor or Franchisee seeks to enforce this Agreement in an arbitration or a judicial or other proceeding, the prevailing party shall be entitled to recover its reasonable costs and expenses (including attorneys' fees, attorneys' assistants' fees, accountants' fees, expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel, room and board, salaries and benefits of those employees participating in such proceeding) incurred in connection with such judicial or other proceeding.

24. ACKNOWLEDGMENTS

24.1. Acknowledgments. Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder, recognizes that the business venture contemplated by this Agreement involves business risks, and that its success will be largely dependent upon the ability of Franchisee and, if an entity, its owners as independent businesspersons. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received from Franchisor or any employee, representative or other party purporting to act on Franchisee's behalf, any warranty, promise or guarantee, express or implied, as to the potential sales volume, profits, or success of the business venture contemplated by this Agreement.

24.2. Receipt of Documents. Franchisee acknowledges that it received a copy of this Agreement, the exhibit(s) hereto, and agreements relating hereto, if any, with all of the blank lines therein filled in, prior to the date on which this Agreement was executed, and with sufficient time within which to review this Agreement, with advisors of its choosing. Franchisee further acknowledges that it received the franchise disclosure document required by the Federal Trade Commission's Franchise Rule at least 14 days prior to the date on which this Agreement was executed.

24.3. Representations and Warranties. Franchisee and its Principals represent and warrant to Franchisor that: (a) neither Franchisee nor any of its Principals have made any untrue statement of any material fact nor omitted to state any material fact in obtaining the rights granted herein; (b) neither Franchisee nor any of its Principals have any direct or indirect legal or beneficial interest in any business that may be deemed a Competitive Business, except as otherwise completely and accurately disclosed in its franchise application materials; and (c) Franchisee and its Principals have a legal right to own and operate the Franchise. Franchisee recognizes that Franchisor approved Franchisee in reliance on all of the statements Franchisee and its Principals have made in connection therewith, and that Franchisee has a continuing obligation to advise Franchisor of any material changes in these statements and representations made to Franchisor in this Agreement or in the franchise application.

24.4. Compliance with Executive Order 13224. Under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (**"Order"**), Franchisor is prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Order. Accordingly, Franchisee represents and warrants to us that, as of the date of this Agreement, neither Franchisee nor any person holding any ownership interest in you, controlled by you, or under common control with Franchisee is designated under the Order as a person with whom business may not be transacted by Franchisor, and that Franchisee: (a) does not, and hereafter will not, engage in any terrorist activity; (b) are not affiliated with and do not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and (c) are not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

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

24.6. No Other Representations. Franchisee acknowledges Franchisor has not (and shall not be deemed to have) given any representation, promise, or guarantee of Franchisee's success.

24.7. Business Judgment. Franchisee understands and agrees that Franchisor may operate and change the System and its business in any manner that is not expressly and specifically prohibited by this Agreement. Whenever Franchisor has expressly reserved in this Agreement or is deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant Franchisee a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, Franchisor may make such decision or exercise its right and/or discretion on the basis of Franchisor's judgment of what is in Franchisor's best interests, including without limitation Franchisor's judgment of what is in the best interests of the franchise network, at the time Franchisor's decision is made or its right or discretion is exercised, without regard to whether: (a) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by Franchisor; (b) Franchisor's decision or the action taken promotes Franchisor's financial or other individual interest; (c) Franchisor's decision or the action it takes applies differently to Franchisee and one or more other franchisees or Franchisor's company-owned or affiliate-owned operations; or (d) Franchisor's decision or the exercise of its right or discretion is adverse to Franchisee's interests. In the absence of an applicable statute, Franchisor will have no liability to Franchisee for any such decision or action. Franchisor and Franchisee intend that the exercise of Franchisor's right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, Franchisor and Franchisee agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants Franchisor the right to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations hereunder.

24.8. Consultation. Franchisee acknowledges that it has read and understands this Agreement, the exhibits hereto, and agreements relating thereto, if any, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors (including attorneys) of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement on the day and year first above written.

FW FLEET CLEAN, LLC

By:______________________________
Name:____________________________
Title:_____________________________

IF YOU ARE A CORPORATION OR LIMITED LIABILITY COMPANY: THE OPERATING PRINCIPAL MUST SIGN THIS AGREEMENT ON BEHALF OF THE CORPORATION OR LLC.

____
[INSERT YOUR CORPORATE NAME]

By:______________________________
Name: ___________________________
Title:_____________________________

IF YOU ARE A PARTNERSHIP: ALL PARTNERS MUST SIGN THIS AGREEMENT.

____
[INSERT YOUR PARTNERSHIP NAME]

By:____________________________________
Name:_________________________________
Title:__________________________________

By:____________________________________
Name:_________________________________
Title:__________________________________

EXHIBIT A
TO THE
FRANCHISE AGREEMENT

TRADEMARKS

Mark	Registration Number	Registration Date
FLEET CLEAN	4,153,464	6/05/2012
FLEET CLEAN (words only)	5,600,172	11/6/2018
FLEET CLEAN USA	5,600,174	11/6/2018

EXHIBIT B
TO THE
FRANCHISE AGREEMENT

LEASE RIDER TO LEASE AGREEMENT DATED ___________________

BY AND BETWEEN

_____________________________________, AS "LANDLORD"

AND

____, AS "TENANT" FOR THE DEMISED PREMISES ("PREMISES") DESCRIBED THEREIN

This Rider and the provisions hereof are hereby incorporated into the body of the lease to which this Rider is attached (the "Lease"), and the provisions hereof shall be cumulative of those set forth in the Lease, but to the extent of any conflict between any provisions of this Rider and the provisions of the Lease, this Rider shall govern and control.

1. Consent to Collateral Assignment to Franchisor. If Franchisor takes possession of the Premises and confirms to Landlord that Franchisor has assumed the Lease as tenant thereunder, Landlord will recognize Franchisor as tenant under the Lease. Landlord agrees that in such event Franchisor may further assign the Lease to or enter into a sublease with a person or entity who agrees to assume the tenant's obligations under the Lease and is reasonably acceptable to Landlord and that, upon that assignment, Franchisor will have no further liability or obligation under the Lease as assignee, tenant or otherwise, other than to certify that the additional assignee or sublessee operates the Premises as a Franchise.

2. Use of Premises. Without limitation of uses permitted under the Lease, but in expansion thereof, the Premises may be used for the purpose of commercial vehicle cleaning and related services.

3. Compliance of Premises With Applicable Law. Landlord represents and warrants that as of the date hereof the Premises are in compliance with all applicable law.

4. Notice and Cure Rights to Franchisor. Prior to exercising any remedies under the Lease (except in the event of imminent danger to the Premises), Landlord shall give Franchisor written notice of any default thereunder by Tenant, and commencing upon receipt thereof by Franchisor, Franchisor shall have the same length cure period as is given to Tenant under the Lease for such default, provided that in no event shall Franchisor have a cure period of less than (i) 10 days after Franchisor's receipt of such notice as to monetary defaults or (ii) 30 days after Franchisor's receipt of such notice as to non-monetary defaults. Landlord agrees to accept cure tendered by Franchisor as if the same was tendered by Tenant, but Franchisor has no obligation to cure such default. The initial address for notices to Franchisor is as follows:

FW Fleet Clean, LLC
478 N. Babcock Street
Melbourne, FL 32935
Attention: Chief Executive Officer

5. Non-disturbance from Mortgage Lenders. It is a condition of the Lease being subordinated to any mortgage, deed of trust, deed to secure debt or similar encumbrance on the Premises that the holder of such encumbrance agree not to disturb Tenant's rights under the Lease or Tenant's possession of the Premises, so long as Tenant is not in default of its obligations under the Lease beyond any applicable grace or cure period provided therein.

CHECK THE FOLLOWING PARAGRAPH THAT APPLIES. CHECK ONLY ONE. IF NONE IS CHECKED, THEN CLAUSE a) BELOW WILL BE APPLICABLE, AND CLAUSE b) BELOW WILL BE DEEMED DELETED

a) ☐ Landlord represents and warrants that on the date hereof no mortgage, deed of trust, deed to secure debt or similar encumbrance encumbers the Premises.

b) ☐ A mortgage, deed of trust or deed to secure debt currently encumbers the Premises. It is a condition precedent to Tenant's obligations under the Lease that the holder of such encumbrance enter into a written recordable form subordination and non-disturbance agreement with Tenant, in a form reasonably acceptable to Tenant, as described above.

6. Third Party Beneficiary. For so long as Franchisor holds a collateral assignment of the Lease, Franchisor is a third party beneficiary of the Lease.

7. Franchisor Right to Enter. Upon the expiration or earlier termination of the Lease or the Franchise Agreement, Franchisor or its designee may enter upon the Premises for the purpose of removing all signs and other material bearing the Fleet Clean name or trademarks, service marks or other commercial symbols of Franchisor.

AGREED and executed and delivered under seal by the parties hereto as of the day and year of the Lease.

LANDLORD: ____________________	**TENANT**: ______________________
By: ________________________	By:________________________
Name: _____________________	Name: _____________________
Title: ______________________	Title: ______________________

EXHIBIT C
TO THE
FRANCHISE AGREEMENT

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

As an inducement to FW FLEET CLEAN, LLC, a Delaware limited liability company ("**Franchisor**") to execute the Franchise Agreement between Franchisor and _______________, a _____________ ("**Franchisee**"), dated _________, 20__ (the "**Agreement**"), the undersigned, jointly and severally, hereby unconditionally guarantee to Franchisor and Franchisor's successors and assigns that all of Franchisee's monetary and other obligations under the Agreement will be punctually paid and performed.
Each of the undersigned has had the opportunity to review the Agreement, and understands his or her obligations hereunder and thereunder.

Upon demand by Franchisor, the undersigned each hereby jointly and severally agree to immediately make each payment required of Franchisee under the Agreement and waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; or (d) give notice of demand for payment by Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement. The undersigned each hereby jointly and severally agree to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of financial and other investigation, court costs, and fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

The undersigned each hereby jointly and severally acknowledge and expressly agree to be individually bound by all of the covenants contained in **Sections 8, 12, 14, 15** and **17.4** of the Agreement, and acknowledge and agree that this Guarantee does not grant the undersigned any right to use the "Fleet Clean" marks or system licensed to Franchisee under the Agreement. Each of the undersigned represents that he or she has received a copy of the Franchise Agreement and understands his or her obligations hereunder and thereunder.

Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

If Franchisor is required to enforce this Guarantee in a judicial or arbitration proceeding, and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, travel and room and board expenses, salaries and benefits of those of Franchisor's employee's participating in such proceeding, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guarantee, the undersigned shall reimburse Franchisor for any of the above-listed costs and expenses Franchisor incurs.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with **Sections 22** and **23** of the Agreement. This Guarantee shall be interpreted and construed under the laws of the State of Florida. In the event of any conflict of law, the laws of the State of Florida shall prevail (without regard to, and without giving effect to, the application of Florida conflict of law rules). Jurisdiction and venue shall be in the state or federal courts located nearest Franchisor's principal place of business at the time that the action is commenced, and the undersigned hereby waives any objection to such jurisdiction and venue. The arbitration provisions of **Section 23** of the Agreement shall apply to this Guaranty.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

GUARANTOR(S)

Signed:_________________________ (In his/her individual capacity)

Name:__________________________
Address:________________________
____

Signed:_________________________ (In his/her individual capacity)

Name:__________________________
Address:________________________
____

EXHIBIT D
TO THE
FRANCHISE AGREEMENT

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made this _____ day of _________, 20___, by and between ___________________________ (the “**Franchisee**”), and ___________________________, who is a principal, manager, supervisor, member, partner, or a person in a managerial position with, Franchisee (the “**Member**”).

BACKGROUND:

A. FW Fleet Clean, LLC, a Delaware limited liability company (“**Franchisor**”) owns a format and system (the “**System**”) relating to the establishment, development and operation of a commercial vehicle cleaning and related services business that operate under the name “Fleet Clean” (or other names designated by Franchisor, the “**Marks**”) and such additional or alternate services and/or products as Franchisor may designate from time to time (each a “**Franchise**”).

B. Franchisor and Franchisee have executed a Franchise Agreement (“**Franchise Agreement**”) granting Franchisee the right to operate a Franchise (the “**Franchise**”) and to produce and distribute products and services approved by Franchisor and use the Marks in connection therewith under the terms and conditions of the Franchise Agreement;

C. The Member, by virtue of his or her position with Franchisee, will gain access to certain of Franchisor’s Confidential Information, as defined herein, and must therefore be bound by the same confidentiality and non-competition agreement that Franchisee is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information. Member shall not, during the term of the Franchise Agreement or thereafter, communicate, divulge, or use for the benefit of any other person or entity, persons, partnership, entity, association, or corporation any confidential information, knowledge, or knowhow concerning the methods of operation of the business franchised thereunder which may be communicated to Member or of which Member may be apprised by virtue of Franchisee’s operation under the terms of the Franchise Agreement. Any and all information, knowledge, knowhow, and techniques which Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate came to its attention prior to disclosure thereof by Franchisor; or which, at or after the time of disclosure by Franchisor to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others.

2. Covenants Not to Compete.

(a) Member specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of its position with Franchisee, Member will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System.

(b) Member covenants and agrees that during the term of Member's employment with, or ownership interest in, Franchisee, and except as otherwise approved in writing by Franchisor, Member shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity:

(i) Divert or attempt to divert any business or customer of the Franchise or of any other System franchisee or unit operated by Franchisor (or an affiliate of Franchisor) to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and/or the System;

(ii) Employ or seek to employ any person who is at that time employed by Franchisor or Franchisee, or otherwise directly or indirectly induce such person to leave his or her employment; or

(iii) Own, maintain, operate, engage in, be employed by, or have any interest in any business which offers commercial vehicle cleaning and related services.

(c) Member covenants and agrees that during the Post-Term Period (defined below), except as otherwise approved in writing by Franchisor, Member shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity, own, maintain, operate, engage in, or have any interest in any business which offers commercial vehicle cleaning and related services and which business is, or is intended to be, located: (a) at the Franchise location or within a 100 mile radius of the Territory of the Franchise, which Territory includes ________________________; or (b) within a 100 mile radius of the territory any other System franchisee or Fleet Clean business owned by Franchisor or its affiliate at the time that the obligations under this **Section 2(c)** commence;

(d) As used in this Agreement, the term **"Post-Term Period"** shall mean a continuous uninterrupted period of two years from the date of: (a) a transfer permitted under **Section 12** of the Franchise Agreement with respect to Member; and/or (b) termination of Member's employment with, and/or ownership interest in, Franchisee.

3. Injunctive Relief. Member acknowledges that any failure to comply with the requirements of this Agreement will cause Franchisor irreparable injury, and Member agrees to pay all court costs and reasonable attorney's fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

4. Severability. All agreements and covenants contained herein are severable. If all or any portion of the covenants in this Agreement is held to be unenforceable or unreasonable by any court, then it is the intent of the parties that the court modify such restriction to extent reasonably necessary to protect the legitimate business interests of Franchisor.

5. Delay. No delay or failure by Franchisor or the Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement shall be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

6. Third-Party Beneficiary. Member hereby acknowledges and agrees that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

IN WITNESS WHEREOF, Franchisee and the Member attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on this ____ day of ____________, 20___.

FRANCHISEE:	**MEMBER:**
______________________________	______________________________
By:___________________________	By:___________________________
Name:_________________________	Name:_________________________
Title:________________________	Title:________________________

EXHIBIT C
FORM OF DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into on this ___ day of _____________, 20___ ("**Effective Date**") by and between **FW FLEET CLEAN, LLC**, a Delaware limited liability company, whose principal place of business is 478 N. Babcock Street, Melbourne, Florida 32935 ("**Franchisor**", **"we"**, or "**us**"); and ________________ individual/partnership/corporation/limited liability company whose principal place of business is ______________________________________("**Developer**" or "**you**").

BACKGROUND:

A. Franchisor owns a format and system (the "**System**") relating to the establishment, development and operation of businesses that operate under the Marks (as defined below) and which specialize in mobile, on-site, commercial vehicle cleaning and related services (each, a "**Franchise**");

B. The distinguishing characteristics of the System include, without limitation, distinctive business formats; procedures; the Fleet Clean® confidential operations manual; procedures for operations, management and inventory control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor from time to time;

C. Franchisor is the owner of the right, title and interest, together with all the goodwill connected thereto, in and to the trade name, service mark and trademark **"FLEET CLEAN"** and associated logos, commercial symbols and such other trade names, service marks and trademarks as are now, or in the future, designated by Franchisor as an integral part of the System (the "**Marks**");

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

E. Franchisor grants to qualified persons licenses to own and operate Franchises;

F. Developer has entered into a Franchise Agreement (the **"First Franchise Agreement"**) under which it has obtained the right to operate a Franchise in a specified geographic area, and wishes to have the right to develop additional Franchises in one or more additional geographic areas that are specified in Paragraph 1 of Exhibit A attached hereto (each, a **"Development Territory"**; collectively, the **"Development Territories"**); and

G. Developer and Franchisor wish to enter into this Agreement to reflect the understandings and agreements that they have reached with respect to the foregoing points and the other matters that are addressed herein.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

1 GRANT

1.1 Grant. Subject to the terms and conditions of this Agreement, Franchisor hereby grants to Developer the right to establish and operate Franchises in the corresponding Development Territories set forth in the chart in Paragraph 1 of Exhibit A (each right to establish and operate a Franchise in a Development Territory is a **"Development Right"**).

1.1.1 Developer must exercise each Development Right by delivering to Franchisor a signed Franchise Agreement and paying the **"Balance of the Initial Franchise Fee"** by the **"Development Deadline"** corresponding to the relevant Development Right as stated in the chart in Paragraph 2 of Exhibit A.

1.1.2 In addition, Developer must commence operations of the Franchise by the **"Franchise Opening Deadline"** specified in the chart in Paragraph 2 of Exhibit A.

1.1.3 If, at any time during the term of this Agreement, Developer fails to exercise any Development Right by a Development Deadline, if any Franchise does not open by the Franchise Opening Deadline, or if any Franchise opened pursuant to this Agreement ceases operations for any reason, Franchisor shall have the right, but not the obligation, to exercise Franchisor's termination rights, and other rights, pursuant to **Section 5**.

The deadlines and time frames with respect to each Development Right provided in Paragraph 2 of Exhibit A are referred to herein is the **"Development Schedule"**.

1.2 Restrictions on Development by Franchisor. If Developer (or its affiliate, as applicable) is in compliance with its obligations under this Agreement and each Franchise Agreement between Developer (including any affiliate of Developer) and Franchisor, then Franchisor shall not establish, nor license anyone other than Developer (or its designee) the right to establish, a Franchise in a Development Territory under the Marks until the earlier of (a) the termination or expiration of this Agreement; or (b) the last Franchise Opening Deadline specified in the Development Schedule, except as otherwise provided under **Section 1.3** below.

1.3 Reservation of Rights. Except as otherwise specifically provided under **Section 1.2** above, Franchisor retains all rights with respect to the Marks in each Development Territory, including, without limitation, the right to:

1.3.1 operate and permit Developers or others to establish and operate Franchises at any location outside of the Development Territories;

1.3.2 sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, within or outside of the Development Territories, products and services bearing the Marks through channels of distribution other than mobile, on-site, commercial vehicle cleaning and related service businesses within the Development Territories including, without limitation, the internet, catalogs, or fixed-location (i.e., not mobile) commercial vehicle cleaning businesses;

1.3.3 sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, within or outside of the Development Territories, products and services bearing similar marks including, without limitation, the mark "Fleetwash"; and

1.3.4 to acquire, be acquired by, or merge with other businesses and to convert them to the Marks or any other name at any location within or outside of the Development Territories.

1.4 Franchise Agreements. Franchisor, in its sole discretion, may permit one or more Franchise Agreements to be executed by entities other than Developer; provided that (a) Developer owns a controlling ownership interest in the Developer entity; (b) Franchisor approves the ownership structure of, and each owner in, the Developer entity; and (c) each owner of the Developer entity executes a guarantee, guaranteeing to Franchisor the timely payment and performance of the Developer's obligations under the Franchise Agreement. The First Franchise Agreement and the franchise agreement for each additional Franchise developed hereunder will be in the form of franchise agreement being offered generally by Franchisor at the time each such Franchise Agreement is executed; except that for each franchise agreement executed, Developer shall be credited the portion of the Development Fee paid to Franchisor for such Franchise pursuant to **Section 2.1** of this Agreement. If Developer is in full compliance with this Agreement and all other franchise agreements with Franchisor, then, notwithstanding anything to the contrary in any of the franchise agreements, for each franchise agreement for a Franchise established hereunder, the initial franchise fee and royalty fee shall be as set forth in the First Franchise Agreement.

1.5 Extension. Time is of the essence with respect to the Development Schedule. Developer acknowledges and agrees that the time limits and time frames set forth in the Development Schedule, and not those in the Franchise Agreement, shall govern Developer's obligations with respect to the Franchise Agreements issued hereunder. Notwithstanding the foregoing, and provided that Developer is in compliance with this Agreement, Developer has the right to extend any of the time periods set forth in the Development Schedule for one or more Franchises; provided, however, that (a) such extension may be exercised only one time during the term of this Agreement; (b) the extension may not be longer than six months; (c) Developer provides Franchisor with written notice at least 60 days prior to a deadline; and (d) Developer pays Franchisor a non-refundable extension fee equal to $10,000 for each Franchise for which the time period set forth in the Development Schedule is to be extended.

1.6 No Rights in Marks. This Agreement is not a franchise agreement, and does not grant to Developer any right to use in any manner the Marks or System.

1.7 No Sublicensing. Developer shall have no right under this Agreement to license others to use in any manner the Marks or System.

2 FEES

2.1 Development Fee. Developer has already made payment in full of the initial franchise fee owed under the First Franchise Agreement. In consideration of the Development Rights granted herein, Developer shall pay to Franchisor a development fee equal to 50% of the initial franchise fees required for all franchise agreements subsequent to the First Franchise Agreement (the "**Development Fee**"). The total Development Fee is specified in Exhibit A, and such Development Fee shall be paid to Franchisor on or before the date of this Agreement. At such times as Developer executes each franchise agreement pursuant to this Agreement, the portion of the Development Fee that is applicable to each Franchise will be credited toward the initial franchise fee due for such Franchise, and the **"Balance of the Initial Franchise Fee"** set forth on **Exhibit A** shall be due on or prior to the date of execution of the relevant Franchise Agreement.

2.2 Non-Refundability. The Development Fee is fully earned when received by Franchisor, and is non-refundable in consideration of administrative and other expenses incurred by Franchisor and for the development opportunities lost or deferred as a result of the rights granted Developer herein.

3 **TERM**.

The term of this Agreement and all rights granted hereunder shall expire on the last Franchise Opening Deadline specified in Paragraph 2 of Exhibit A, unless this Agreement is earlier terminated in accordance with this Agreement. Developer has no rights to renew this Agreement, and no rights to extend this Agreement, except for the limited right to a one-time extension of the Development Schedule described in **Section 1.5**.

4 **DUTIES OF THE PARTIES**

4.1 Developer's Obligations. Developer accepts the following obligations:

4.1.1 Developer shall at all times preserve in confidence any and all materials and information furnished or disclosed to Developer by Franchisor, and shall disclose such information or materials only to such of Developer's employees or agents who must have access to it in connection with their employment or otherwise in furtherance of the Franchise. Developer shall not at any time, without Franchisor's prior written consent, copy, duplicate, record, or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person.

4.1.2 Developer shall comply with all requirements of federal, state, and local laws, rules, and regulations. To the extent that the requirements of said laws are in conflict with the terms of this Agreement or other instructions of Franchisor, Developer shall: (a) comply with said laws; and (b) immediately provide written notice describing the nature of such conflict to Franchisor.

4.2 Developer Structure. Except as otherwise approved in writing by Franchisor, if Developer is an entity, it shall: (i) furnish Franchisor with a copy of its formation documents (including its operating agreement if Developer is a limited liability company), as well as such other documents as Franchisor may reasonably request, and any amendment thereto; and (ii) prepare and maintain, a current list of all Owners of record and all beneficial owners of any class of voting stock, or partnership, or member interest, of or in Developer and furnish the list to Franchisor upon request, which list shall be amended to reflect changes in ownership, as permitted under this Agreement. In addition, all of the legal and beneficial owners of Developer (the **"Owners"**) as designated by Franchisor shall execute an Indemnification and Acknowledgement in the form attached hereto as Exhibit B.

5 DEFAULT

5.1 Automatic Termination. Developer shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Developer, if Developer shall become insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by Developer or such a petition is filed against and not opposed by Developer; or if Developer is adjudicated bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver of Developer or other custodian for Developer's business or assets is filed and consented to by Developer; or if a receiver or other custodian (permanent or temporary) of Developer's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Developer; or if a final judgment remains unsatisfied or of record for 30 days or longer (unless appealed or a supersedeas bond is filed); or if Developer is dissolved; or if execution is levied against Developer's business or property; or if suit to foreclose any lien or mortgage against the premises or equipment of any Franchise developed hereunder is instituted against Developer and not dismissed within 30 days; or if the real or personal property of Developer shall be sold after levy thereupon by any sheriff, marshal, or constable.

5.2 Termination Upon Notice. Upon the occurrence of any of the following events of default, Franchisor may, at its option, terminate this Agreement and all rights granted hereunder or take any of the actions described in **Section 5.3** below, without affording Developer any opportunity to cure the default, effective immediately upon the provision of written notice to Developer:

5.2.1 If Developer fails to meet its obligations under **Sections 1.1.1** through **1.1.3**;

5.2.2 If the Franchise Agreement for any Franchise operated by Developer (or an Owner or entity affiliated with Developer) is terminated;

5.2.3 Franchise or any Owner violates **Section 6** or **Section 7**;

5.2.4 Developer does not provide executed non-competition covenants in accordance with **Section 7.4** within 14 day after Franchisor's request; and

5.2.5 Any other violation of this Agreement by Developer that is not cured within 30 days after Franchisor has given Developer written notice of the same.

5.3 Actions in Lieu of Termination. If Franchisor is entitled to terminate this Agreement in accordance with **Sections 5.1** or **5.2** above, Franchisor shall have the right to undertake any one or more of the following actions instead of terminating this Agreement:

5.3.1 Franchisor may terminate or modify any rights that Developer may have with respect to "exclusivity" or protection in the Development Territories, as granted under **Section 1.2** above, effective ten days after delivery of written notice thereof to Developer; and/or

5.3.2 Franchisor may modify the boundaries of the Development Territories or eliminate any specific Development Territory; and

5.3.3 Franchisor may reduce or eliminate the number of Franchises that Developer may establish and operate under this Agreement.

5.3.4 If any of such rights, Development Rights, arrangements, or areas are terminated or modified in accordance with this **Section 5.3**, such action shall be without prejudice to Franchisor's right to terminate this Agreement in accordance with **Sections 5.1** or **5.2** above, and Franchisor shall have the right to retain all Development Fees paid by Developer, and/or to terminate any other rights, Development Rights or arrangements under this Agreement at any time thereafter for the same default or as a result of any additional defaults of the terms of this Agreement.

5.4 Post-Termination Rights. Upon termination or expiration of this Agreement, Developer shall have no right to establish or operate any Franchises for which a Franchise Agreement has not been executed by Franchisor at the time of termination. Thereafter, Franchisor shall be entitled to establish, and to license others to establish, Franchises in the Development Territory (except as may be otherwise provided under any Franchise Agreement that has been executed between Franchisor and Developer).

5.5 Cross-Default. No default relating to Developer's failure to meet the Development Schedule hereunder shall constitute a default under any Franchise Agreement between the parties hereto.

5.6 No Exclusive Remedy. No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy provided or permitted by law or equity.

6 TRANSFERS

Developer and each of its Owners understands and acknowledges (a) that the rights and duties set forth in this Agreement are personal to Developer and its Owners; (b) that Franchisor has granted the rights described in this Agreement in reliance on Developer's and/or its Owners' business skill, financial capacity, and personal character; and (c) that Franchisor has granted the rights herein with the expectation, and based on the representations of Developer, that Developer and no other persons or entities, will develop, own or operate Franchises in the Development Territories. Accordingly, Developer shall not transfer, pledge, or otherwise encumber: (a) the rights and obligations of the Developer under this Agreement; or (b) any material asset of Developer or any Franchise; provided, however, that Developer may grant a security interest in, or otherwise encumber certain assets of any Franchise, excluding this Agreement and the Franchise Agreement, in connection with Developer obtaining general financing for the development and/or operation of the Franchise or equipment leasing, if such financing satisfies the requirements of Franchisor, which may include, without limitation, execution of agreements by Franchisor, Developer, and/or the Owners, and any secured creditor of Developer, in a form satisfactory to Franchisor. If Developer or any Owner is an entity, Developer or the Owner, as applicable, shall not: (a) issue any voting securities or securities convertible into voting securities; (b) permit the transfer, sale, pledge, or any assignment of such securities; or (c) otherwise enter into any agreement under which an additional person or persons would become or becomes a legal or equitable owner of Developer or any Owner. No Owner may transfer, pledge or otherwise encumber any interest of the Owner in Developer without the prior written approval of Franchisor.

7 COVENANTS

7.1 In-Term Covenants. Developer specifically acknowledges that, pursuant to this Agreement, Developer will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Developer covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Developer shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or entity:

7.1.1 Divert or attempt to divert any business or customer of any Franchise using the System to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

7.1.2 Unless released in writing by the employer, employ or seek to employ any person who is at that time employed by Franchisor or otherwise directly or indirectly induce such person to leave his or her employment.

7.1.3 Except as otherwise approved in writing by Franchisor, own, maintain, operate, engage in, or have any interest in any "**Competitive Business**" in any location, which means a business which offers commercial vehicle cleaning and related services.

7.2 Post-Term Covenants. Developer covenants that, except as otherwise approved in writing by Franchisor, Developer shall not, for a continuous uninterrupted period of two years from the date of: (a) expiration, transfer or termination of this Agreement (regardless of the cause for termination); or (b) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section; either directly or indirectly (through, on behalf of, or in conjunction with any person or entity), own, maintain, operate, engage in, or have any interest in any Competitive Business which is, or is intended to be, located: (i) within any Development Territory; (iii) within a 100 mile radius of the Development Territories or the territory of any other Franchise or company or affiliate-owned Fleet Clean business operating at the time that the obligations under this **Section 7.2** commence.

7.3 Publicly-Held Corporations. **Section 7.2** above shall not apply to ownership by Developer of less than 5% beneficial interest in the outstanding equity securities of any Publicly-Held Corporation. As used in this Agreement, the term "**Publicly-Held Corporation**" shall be deemed to refer to a corporation which has securities that have been registered under the federal Securities Act of 1933, as amended.

7.4 Individual Covenants. At Franchisor's request, Developer shall require and obtain execution of covenants similar to those set forth in **Sections 6** and **7** (as modified to apply to an individual) from Developer's Owners and designated management employees.

7.5 Severability. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this **Section 7** are held to be unenforceable or unreasonable by any court or agency having valid jurisdiction to which Franchisor is a party, then it is the intent of the parties that the court or agency, as applicable, modify such restriction to extent reasonably necessary to protect the legitimate business interests of Franchisor.

7.6 Enforcement of Claims. Developer expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this **Section 7**. Developer agrees to pay all costs and expenses (including without limitation reasonable attorneys' fees and all other costs) incurred by Franchisor in connection with the enforcement of this **Section 7.**

7.7 Irreparable Injury. Developer acknowledges that Developer's violation of the terms of this **Section 7** would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Developer accordingly consents to the issuance of an injunction prohibiting any conduct by Developer in violation of the terms of this **Section 7**.

8 NOTICES

All notices and other communications required or permitted under this Agreement will be in writing and will be given by one of the following methods of delivery: (i) personally; (ii) by certified or registered mail, postage prepaid; or (iii) by overnight delivery service. Notices to Developer will be sent to the address set forth on the signature page. Notices to Franchisor must be sent to:

FW Fleet Clean, LLC
478 N. Babcock Street
Melbourne, Florida 32935
Attention: Chief Executive Officer

With a copy to:
Kathryn B. Shipe, Esq.
Kilpatrick Townsend & Stockton LLP
Suite 2800, 1100 Peachtree St.
Atlanta, Georgia 30309-4528

Either party may change its mailing address or facsimile number by giving notice to the other party. Notices will be deemed received the same day when delivered personally or upon actual or attempted delivery when sent by registered or certified mail or overnight delivery service.

9 COMPLIANCE WITH LAWS

Developer shall comply with all federal, state, and local laws, rules, and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the business contemplated under this Agreement.

10 INDEPENDENT CONTRACTOR AND INDEMNIFICATION

10.1 Independent Contractors. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Developer shall be an independent contractor, and that nothing in this Agreement is intended to cause either party to be deemed an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other party for any purpose whatsoever.

10.2 Identification as Independent Contractor. At all times during the term of this Agreement, Developer shall hold itself out to the public as an independent contractor operating pursuant to this Agreement. Developer agrees to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place in the Developer's offices, the content of which Franchisor reserves the right to specify.

10.3 No Agency. It is understood and agreed that nothing in this Agreement authorizes Developer to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Franchisor be liable by reason of any act or omission of Developer in Developer's operations hereunder, or for any claim or judgment arising therefrom against Developer or Franchisor.

10.4 Indemnification. Developer shall indemnify and hold Franchisor, Franchisor's owners and affiliates, and their respective officers, directors, employees, and agents, harmless against any and all claims arising directly or indirectly from, as a result of, or in connection with Developer's operation of the business conducted under this Agreement, or Developer's breach of this Agreement, including, without limitation, those alleged to be caused by Franchisor's negligence, unless (and then only to the extent that) the claims, obligations, and damages are determined to be caused solely by Franchisor's gross negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction, as well as the costs, including attorneys' fees, of defending against them. In the event Franchisor incurs any costs or expenses, including, without limitation, legal fees, travel expenses, and other charges, in connection with any proceeding involving Developer in which Franchisor is not a party, Developer shall reimburse Franchisor for all such costs and expenses promptly upon presentation of invoices. Developer acknowledges and agrees that Developer's indemnification and hold harmless obligations under this **Section 10.4** shall survive the termination or expiration of this Agreement.

11 APPROVALS AND WAIVERS

11.1 Approvals. Whenever this Agreement requires Franchisor's prior approval or consent, Developer shall make a timely written request to Franchisor therefor, and such approval or consent must be obtained in writing.

11.2 No Warranties. Developer acknowledges and agrees that Franchisor makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer, by providing any waiver, approval, consent, or suggestion to Developer in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

11.3 Waivers. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Developer under any of the terms, provisions, covenants, or conditions of this Agreement, shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against Developer, or as to subsequent breach or default by Developer. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Developer of any terms, provisions, covenants, or conditions of this Agreement.

12 ENTIRE AGREEMENT AND AMENDMENT

This Agreement and the exhibits referred to herein constitute the entire agreement between the parties concerning the subject matter hereof, and supersede any and all prior or contemporaneous negotiations, discussions, understandings and agreements, no other representations having induced Developer to execute this Agreement. Nothing in this Agreement is intended to disclaim any representations made by Franchisor in the Franchise Disclosure Document that Franchisor furnished to Franchisee. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing, except as otherwise expressly provided hereunder.

13 SEVERABILITY AND CONSTRUCTION

13.1 Severability. If any of the provisions of this Agreement may be construed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against any party. In the event any court or other government authority shall determine any provision in this Agreement is not enforceable as written, the parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect. If any provision in this Agreement is held invalid or otherwise unenforceable by any court or other government authority or in any arbitration proceeding, such findings shall not invalidate the remainder of this Agreement unless, in the reasonable opinion of Franchisor, the effect of such determination has the effect of frustrating the purpose of this Agreement, whereupon Franchisor shall have the right by notice in writing to the other party to immediately terminate this Agreement.

13.2 No Other Rights. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Developer, Franchisor, and such of Franchisor's respective successors and assigns, any rights or remedies under or by reason of this Agreement.

13.3 Enforceability of Contract. Developer expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

13.4 Construction; Captions. All capitalized terms not defined herein shall have the meaning ascribed to them in the Franchise Agreement. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

13.5 Survival of Provisions. All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, shall so survive the expiration and/or termination of this Agreement.

14 APPLICABLE LAW

14.1 Governing Law. This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed exclusively under the laws of the state of Florida, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Florida choice-of-law rules). Nothing in this **Section 14.1** is intended by the parties to subject this Agreement to any franchise, business opportunity, consumer protection, or similar law, rule, or regulation of Florida to which this Agreement would not otherwise be subject.

14.2 Arbitration.

14.2.1 Disputes Subject to Arbitration. Except as expressly provided to the contrary in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (**"AAA"**) in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

14.2.2 Location. The place of arbitration shall be the AAA located closest to Franchisor's principal place of business at the time the proceeding is commenced.

14.2.3 Confidentiality. All documents, information, and results pertaining to any arbitration will be confidential, except as required by law or as required for Franchisor to comply with laws and regulations applicable to the sale of franchises.

14.2.4 Performance During Arbitration. Franchisor and Developer will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration process.

14.3 Venue. For any matter which is not subject to the arbitration provisions of **Section 14.2,** each party hereto consents to personal jurisdiction in the federal or state courts located in the county of Franchisor's principal place of business at the time the action is commenced. Developer and each of its Owners hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

14.4 No Exclusive Remedies. No right or remedy conferred upon or reserved to Franchisor or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

14.5 Injunctive Relief. Nothing herein contained shall bar Franchisor's right to obtain, in an appropriate court of law, injunctive relief against threatened conduct that may cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

14.6 Limitations on Actions. Any and all claims and actions arising out of or relating to this Agreement, the relationship of Developer and Franchisor, or Developer's operation of the business contemplated hereunder, any arbitration proceeding, or any claim in arbitration (including any defenses or any claims of set-off or recoupment) must be brought or asserted before the expiration of the earlier of (a) the time period for bringing an action under any applicable state or federal statute of limitations; (b) one year after the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; or (c) two years after the first act or omission giving rise to an alleged claim; or it is expressly acknowledged and agreed by all parties that such claims or actions shall be irrevocably barred. Notwithstanding the foregoing, claims of Franchisor attributable to underreporting of sales, and claims of the parties for failure to pay monies owed and/or indemnification shall be subject only to the applicable state or federal statute of limitations.

14.7 Class Actions. No action arising out of or relating to this Agreement, the relationship of Developer and Franchisor, or Developer's operation of the business may be brought on a class-wide basis, nor joined with any third-party claim.

14.8 Limitation on Damages. Franchisor and Developer hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other, and agree that in the event of a dispute between them, each shall be limited to the recovery of any actual damages sustained by it. In any action arising out of or relating to this Agreement or the relationship of the parties, in no event shall Franchisor be liable to Developer for more than the total Development Fee.

14.9 Costs and Attorneys' Fees. Developer agrees to reimburse Franchisor for all expenses Franchisor reasonably incurs (including attorneys' fees and costs): (i) to enforce the terms of this Agreement or any obligation owed to Franchisor by Developer and/or the Owners; and (ii) in the defense of any claim Developer and/or the Owners assert against Franchisor on which Franchisor substantially prevails in court or other formal legal proceedings.

15 ACKNOWLEDGMENTS

15.1 Acknowledgments. Developer acknowledges that it has conducted an independent investigation of the business contemplated hereunder, recognizes that the business venture contemplated by this Agreement involves business risks, and that its success will be largely dependent upon the ability of Developer and if an entity, its Owners as independent businesspersons. Franchisor expressly disclaims the making of, and Developer acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

15.2 Receipt of Documents. Developer acknowledges that it received a complete copy of this Agreement and the exhibits hereto, with all of the blank lines herein filled in, prior to the date on which this Agreement was executed, and with sufficient time within which to review the Agreement with advisors of its choosing. Developer further acknowledges that it received the Franchise Disclosure Document required by the Federal Trade Commission's Franchise Rule, 16 C.F.R. Part 436, at least 14 days prior to the date on which this Agreement was executed.

15.3 Representations and Warranties. Developer and its Owners represent and warrant to Franchisor that: (a) neither Developer nor any of its Owners have made any untrue statement of any material fact nor omitted to state any material fact in obtaining the rights granted herein; (b) neither Developer nor any of its Owners have any direct or indirect legal or beneficial interest in any business that is a Competitive Business or may be deemed competitive, except as otherwise completely and accurately disclosed in its application materials; and (c) neither Developer nor its Owners have been designated as suspected terrorists under U.S. Executive Order 13244. Developer recognizes that Franchisor approved Developer in reliance on all of the statements Developer and its Owners have made in connection therewith, and that Developer has a continuing obligation to advise Franchisor of any material changes in these statements and representations made to Franchisor in this Agreement or in the application materials.

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

15.5 Other Acknowledgments. Developer acknowledges that Franchisor has not given any representation, promise, or guarantee of Developer's success in the Development Territories; and that Developer shall be solely responsible for its own success in the Development Territories. Franchisor does not make any representation or warranty express or implied as to the potential success of the business venture contemplated hereby, and Developer acknowledges that it has not received nor relied upon, any such representation or warranty.

15.6 Consultation. Developer acknowledges that it has read and understood this Agreement, the exhibits hereto, and agreements relating thereto, if any, and that Franchisor has accorded Developer ample time and opportunity to consult with advisors of Developer's own choosing about the potential benefits and risks of entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement in duplicate on the day and year first above written.

FW FLEET CLEAN, LLC

By:______________________________
Name:____________________________
Title:_____________________________

IF FRANCHISEE IS AN INDIVIDUAL: PLEASE SIGN BELOW.

____
[INSERT NAME OF DEVELOPER]

Address for Notices: __________________
____
____
Attn: ____________________________

IF FRANCHISEE IS A CORPORATION OR LIMITED LIABILITY COMPANY:

____
[INSERT YOUR ENTITY NAME]

By:______________________________
Name: ____________________________
Title:_____________________________

Address for Notices: __________________
____
____
Attn: ____________________________

IF FRANCHISEE IS A PARTNERSHIP: ALL PARTNERS MUST SIGN THIS AGREEMENT.

____
[INSERT YOUR PARTNERSHIP NAME]

By:__________________________________
Name:_______________________________
Title:________________________________

By:__________________________________
Name:_______________________________
Title:________________________________

Address for Notices: ____________________
____
____
Attn: ________________________________

FW FLEET CLEAN, LLC
DEVELOPMENT AGREEMENT
EXHIBIT A
DEVELOPMENT TERRITORIES AND DEVELOPMENT SCHEDULE

1. Development Right Areas and Fees.

Development Right #	**Development Territory** *[attach map(s) as necessary]*	**Development Fee***
1		
2		
3		
4		
5		
6		
7		
		TOTAL:

*This amount will be credited against the initial franchise fees specified below in paragraph 2.

2. Development Schedule and Initial Franchise Fees. Developer must have entered into a Franchise Agreement with Franchisor and have paid the balance of the initial franchise fee by the **"Development Deadline"** that corresponds to each Development Right set forth below. In addition, Developer must have commenced operations of a Franchise in the corresponding Development Territory by the Franchise Opening Deadline specified below:

Development Right No.	**Development Deadline**	**Balance of Initial Franchise Fee (Amount)**	**Franchise Opening Deadline**
1			
2			
3			
4			
5			
6			
7			

Initials: __________(FW FLEET CLEAN, LLC) ________(Developer)

FW FLEET CLEAN, LLC
DEVELOPMENT AGREEMENT
EXHIBIT B
INDEMNIFICATION AND ACKNOWLEDGMENT

As an inducement to FW FLEET CLEAN, LLC ("**Franchisor**") to execute the Fleet Clean Development Agreement between Franchisor and ________________________ ("**Developer**"), dated _________, 20__ (the "**Agreement**"), the undersigned, jointly and severally, hereby unconditionally acknowledge and agree to those terms, conditions and obligations under the Agreement that apply to individual Owners of Developer, as set forth below.

The undersigned each hereby jointly and severally agree to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of financial and other investigation, court costs, and fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Developer to perform any obligation of Developer under the Agreement, any amendment thereto, or any other agreement executed by Developer referred to therein.

The undersigned each hereby jointly and severally acknowledge the provisions of **Section 15** of the Agreement and expressly agree to be individually bound by **Sections 6** and **7** of the Agreement, and acknowledge and agree that this Indemnification and Acknowledgment does not grant the undersigned any right to use the "Fleet Clean" marks or system.

This Indemnification and Acknowledgment shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual signatory, the estate of such signatory shall be bound by this Indemnification and Acknowledgment, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other signatory will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Indemnification and Acknowledgment shall have the same meanings as in the Agreement, and shall be interpreted and construed in accordance with **Article 13** of the Agreement. This Indemnification and Acknowledgment shall be interpreted and construed under the laws of the State of Florida. In the event of any conflict of law, the laws of the State of Florida shall prevail (without regard to, and without giving effect to, the application of Florida conflict of law rules). The provisions of **Article 14** of the Agreement shall apply to this Indemnification and Acknowledgement. The undersigned hereby acknowledges that the Agreement requires certain claims to be brought before either the American Arbitration Association or the State or Federal Courts located in Florida. The undersigned hereby waives any objection to the jurisdiction and venue provisions of the Agreement.

IN WITNESS WHEREOF, each of the undersigned has reviewed the Agreement, understands his, her or its obligations thereunder, and has signed this Indemnification and Acknowledgment as of the date of the Agreement.

SIGNATORIES

Signed:______________________________
(In his/her individual capacity)

Name:______________________________
Address:______________________________
____

Signed:______________________________
(In his/her individual capacity)

Name:______________________________
Address:______________________________
____

Signed:______________________________
(In his/her individual capacity)

Name:______________________________
Address:______________________________
____

EXHIBIT D
FINANCIAL STATEMENTS

Financial Statements
as of the period ended November 1, 2018

Prepared for:

FW Fleet Clean LLC
478 N. Babcock St
Melbourne FL, 32935

Prepared by:

HENDRICKSON & ASSOCIATES, LLC

Certified Public Accountants

6000 Shakerag Hill, Suite 110

Peachtree City, Georgia 30269

Telephone: 678-489-8823 **Fax: 678-866-2494** **www.CPApeachtreecity.com**

CONTENTS

HENDRICKSON & ASSOCIATES, LLC

Certified Public Accountants
6000 Shakerag Hill, Suite 110
Peachtree City, Georgia 30269

Independent Auditor's Report

January 1, 2019

To the Board of Directors
FW Fleet Clean LLC
478 N. Babcock St
Melbourne FL, 32935

We have audited the accompanying Balance Sheet as of November 1, 2018 for FW Fleet Clean LLC, a franchisor entity. The financial statement is the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statement based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statement referred to above, present fairly, in all material respects, the financial position of FW Fleet Clean LLC as of November 1, 2018 in conformity with accounting principles generally accepted in the United States of America.

Sincerely,

Lana S. Hendrickson, CPA

Lana S. Hendrickson, CPA

Telephone: 678-489-8823 **www.CPApeachtreecity.com** **Fax: 678-866-2494**

HENDRICKSON & ASSOCIATES, LLC

Certified Public Accountants
6000 Shakerag Hill, Suite 110
Peachtree City, Georgia 30269

Independent Auditor's Report

January 1, 2019

To the Board of Directors
FW Fleet Clean LLC
478 N. Babcock St
Melbourne FL, 32935

We have audited the accompanying financial statement of FW Fleet Clean LLC, which comprise the balance sheet as of November 1, 2018, and the related notes to the financial statements.

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

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

Telephone: 678-489-8823 **www.CPApeachtreecity.com** **Fax: 678-866-2494**

January 1, 2019

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

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

Opinion

In our opinion, the financial statement referred to above present fairly, in all material respects, the financial position of FW Fleet Clean LLC as of November 1, 2018, in accordance with accounting principles generally accepted in the United States of America.

Sincerely,

Lana S. Hendrickson, CPA

Lana S. Hendrickson, CPA

Hendrickson & Associates, LLC
6000 Shakerag Hill Suite 110
Peachtree City, GA 30269

FW FLEET CLEAN LLC
BALANCE SHEET
AS OF THE PERIOD ENDED NOVEMBER 1, 2018

	Total	
ASSETS		
Current Assets		
Bank Accounts		
101 JP Morgan Chase		250,000.00
Total Bank Accounts	$	250,000.00
Other Current Assets		
130 Inventory Asset		297,610.00
Total Other Current Assets	$	297,610.00
Total Current Assets	$	547,610.00
Fixed Assets		
161 Furniture and Equipment		7,900.00
163 Vehicles		0.00
165 Software		50,000.00
Total Fixed Assets	$	57,900.00
Other Assets		
188 Trade Name		910,000.00
192 Restrictive Covenants		215,000.00
194 Royalty Rights		3,400,000.00
195 Goodwill		2,917,100.00
Total Other Assets	$	7,442,100.00
TOTAL ASSETS	$	8,047,610.00
LIABILITIES AND EQUITY		
Liabilities		
Total Liabilities		
Equity		
283 Opening Balance Equity		8,047,610.00
Retained Earnings		
Net Income		
Total Equity	$	8,047,610.00
TOTAL LIABILITIES AND EQUITY	$	8,047,610.00

(See Independent Auditor's Report and accompanying Notes to Financial Statements)

FW FLEET CLEAN LLC
NOTES TO FINANCIAL STATEMENTS
AS OF THE PERIOD ENDED NOVEMBER 1, 2018

NOTE 1: **ORGANIZATION**

FW Fleet Clean LLC serves as the primary holding and operational entity for franchise sales and support and other services related to franchise operations under the Fleet Clean brand. The Company also provides selling services on behalf of franchisees to secure both local clients and national accounts. The Company provides services to franchisees, prospective franchisees, their staff members as well as their clients. The Company was formed in 2018 and serves to forward the mission of providing the highest quality services to a national audience by partnering with franchisees by giving them the necessary tools for success.

NOTE 2 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

The Company's financial instruments include cash, contract receivables, other assets, notes payable and accounts payable. The Company's value of these financial instruments approximates fair value due to the short-term nature.

Financial instruments that potentially subject the Company to credit risk include cash and contract receivables. The Company maintains its demand deposits in commercial banks with Federal Deposit Insurance Corporation limits. The Company may apply a mechanic's lien against any unpaid contract receivables in accordance with state law.

Balance Sheet Classification

The Company includes in current assets and liabilities amounts for certain receivables and payables, which may extend beyond one year. A one-year time period is used as the basis for classifying all other current assets and liabilities. As of November 1, 2018, the Company has no liabilities.

Accounts Receivable

The Company reports all receivables as gross amounts due from customers. On a continuing (i.e. weekly) basis Management contacts customers to determine status / update on payment of aging accounts. Management analyzes delinquent receivables and, if these receivables are determined to be uncollectible, they are written off through a charge against earnings.

The Company grants credit to customers in the normal course of operations. Contract receivables are based on management's evaluation of outstanding receivables at year end. Uncollectible accounts are expensed in the period such amounts are deemed uncollectible.

NOTE 2 Continued:

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed primarily using the straight-line method over the estimated useful lives of the assets, which range from 5 to 7 years. Leasehold improvements are amortized over the shorter of the useful life of the related assets or the lease term. Expenditures for repairs and maintenance are charged to expense as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any related gain or loss is reflected in income for the period.

Income Taxes

The Company has elected to be treated as S corporations under applicable Federal and State income tax laws. No provision or liability for Federal or State income taxes has been included in the financial statements. As of November 1, 2018, the Company had no uncertain tax positions, or interest and penalties, that qualify for either recognition or disclosure in the financial statements.

NOTE 3 **Financing Activities**

Line of Credit. The Company does not have a line of credit agreement with a bank at November 1, 2018. The Company utilizes a Credit Card which bears interest at the bank's credit card lending rate.

NOTE 4 **Contingencies**

There are no pending significant legal proceedings to which the Company is a party for which management believes the ultimate outcome would have a material adverse effect on the Company's financial position.

NOTE 5 **Transactions with Related Parties**

No related parties were identified.

EXHIBIT E
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EXHIBIT F
FRANCHISEE DISCLOSURE QUESTIONNAIRE

FW Fleet Clean, LLC ("we", "us", or "our") and you are preparing to enter into a franchise agreement for the operation of a Fleet Clean Franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading and to be certain that you understand the limitations on legal claims you may make by reason of the purchase and operation of your franchise. Please review each of the following questions carefully and provide honest responses to each question.

1. Do you understand all the information in our Disclosure Document and the Franchise Agreement?	Yes	No
2. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?	Yes	No
3. Is it true that no person speaking on our behalf made any statement or promise regarding the costs involved in operating a Franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document?	Yes	No
4. Is it true that no person speaking on our behalf made any claim or representation to you, orally, visually, or in writing, that contradicted the information in this Disclosure Document?	Yes	No
5. Is it true that no person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document?	Yes	No
6. Do you understand that the Franchise Agreement contains the entire agreement between us and you concerning the Franchise, which means that any oral or written statements not set out in the Franchise Agreement will not be binding?	Yes	No

Explain any negative responses (refer to question number):

Do not sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document. Sign and date this Questionnaire the same day you sign the Franchise Agreement and pay your franchise fee.

FRANCHISEE:

Signature: ___________________________________
Print Name: __________________________________
Date: _______________________________________

SPECIAL NOTE FOR RESIDENTS OF THE STATE OF MARYLAND AND FRANCHISED BUSINESSES LOCATED IN MARYLAND: Nothing in this Questionnaire will act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

EXHIBIT G
EQUIPMENT SALES AGREEMENT

EQUIPMENT SALES AGREEMENT

THIS EQUIPMENT SALES AGREEMENT is made on [DATE], by FW Fleet Clean, LLC, a Delaware Limited Liability Company (hereinafter known as "Seller") and [FRANCHISEE], a [STATE] [ENT.FORMAT] of [ADDRESS] (hereinafter known as "Buyer"). Buyer and Seller shall collectively be known herein as "the Parties".

BACKGROUND

WHEREAS, Seller desires to sell the equipment described below, known herein as the "Acquired equipment", under the terms and conditions set forth below;

WHEREAS, Buyer desires to purchase the Acquired Equipment offered for sale by Seller under the terms and conditions set forth below; and, therefore,

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and other valuable consideration exchanged by the Parties as set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

A. Description of Acquired Equipment.

1.______________________________

2._____________________________

3._____________________________

B. **Consideration.**

1. Purchase Price. The total purchase price to be paid by Buyer to Seller for the Acquired Equipment is [PRICE.WORDS] ($[PRICE.NUM]) (U.S.) (hereinafter "Purchase Price") consisting of the following components:

i. _______________________________

ii. Any remaining amount must be paid in full prior to delivery.

Payment is to be made by Buyer to Seller in cash, by certified funds, or through another instrument acceptable to Seller. Buyer must receive permission in advance from Seller for use of a non-certified check in payment of the Purchase Price.

C. **Delivery of Acquired Equipment and Conveyance of Title**

1. Delivery of Acquired Vehicle. Seller shall deliver the Acquired Equipment, and Buyer shall take possession of same, at Seller's premises or other premises as designated by Seller (either in person or through a third party) on or before [DELIV.DATE] ("Delivery Date"). If delivery is to be made at a date after the execution of this contract, it is Seller's duty to ensure that the Acquired Equipment is delivered in the same condition as when last inspected by the Buyer (or, if no Buyer inspection, the execution date of this agreement). It is Buyer's duty, either in person or through a third party to appear at Seller's premises during standard business hours on or before the Delivery Date to remove the Acquired Equipment from Seller's premises. However, if Buyer fails to appear at Seller's premises on or before the Delivery Date to accept possession of the Acquired Equipment, then risk of loss passes to the Buyer on the Delivery Date.

2. Conveyance of Title. Seller shall convey title to Buyer upon delivery of the equipment to Buyer, which shall not occur until payment is made in full. Seller agrees and covenants to execute all documents presented by Buyer which are necessary to finalize transfer of title and registration upon the Acquired Equipment to Buyer.

4. **Representations, Warranties, and Disclosures**
    1. Warranties.

       THIS EQUIPMENT IS SOLD "AS IS", AND SELLER DOES NOT IN ANY WAY, OTHER THAN PARAGRAPH A §§ 1-7 ABOVE, EXPRESSLY OR IMPLIEDLY, GIVE ANY WARRANTIES TO BUYER. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

       ____________ Initial

       ____________ Initial

    2. Odometer Declaration. Seller hereby states that the odometer in the Acquired Equipment now reads as indicated above and, to the best of Seller's knowledge, it reflects the actual mileage of the equipment described herein.
    3. **Buyer Representation**. The individual signing this agreement on behalf of Buyer hereby represents to Seller that he or she has the power and authority to do so on behalf of Buyer.

5. **Buyer's Responsibility – Insurance, Tags and Inspections**. Buyer acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by Seller on the Acquired Equipment shall be canceled upon delivery of the Acquired Equipment to, and the acceptance of, by Buyer. **Buyer shall inspect and test all equipment and vehicles delivered under this agreement including the inspection of all workmanship performed by installation contractors, vehicle outfitters and other parties that performed any work on the conveyed equipment and vehicle. <u>Buyer accepts full responsibility for the condition, effectiveness, appropriateness, and use of the conveyed equipment and vehicle.</u> Buyer must inform Seller of any discovered problems or inspection failure prior to taking delivery of vehicle, and provide Seller at least 7 days to cure any flaw, at Seller's own expense. Upon acceptance of delivery, Buyer acknowledges compliance with these requirements and waives all rights of claim against Seller and agrees to indemnify Seller against all claims resulting from the ownership or use of conveyed equipment and vehicles. <u>Buyer agrees to ensure through due diligence and through its own inspection, assisted by professionals as it sees fit, that all equipment and vehicles comply with all applicable laws, regulations and rules including any weight and engineering requirements.</u>**

____________ Initial

____________ Initial

6. **Continuation of Representations and Warranties**. All representations and warranties contained in this Agreement (if any) shall continue in full force and effect after execution of this agreement. If either party later learns that a warranty or representation that it made is untrue, it is under a duty to promptly disclose this information to the other party in writing. No representation or warranty contained herein shall be deemed to have been waived or impaired by any investigation made by or knowledge of the other party to this Agreement.

7. **Indemnification of Attorneys Fees and out-of-pocket costs.** Should any party materially breach this agreement (including representations and warranties made to the other side), the non-breaching party shall be indemnified by the breaching party for its reasonable attorneys fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this contract (including the breach of representations or warranties). This provision shall not limit in any way the remedies either party may have otherwise possessed in law or equity relative to a breach of this contract. The term "out-of-pocket costs", as used in this contract, shall not include lost profits.
8. **Severability**. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
9. **Modification**. Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
11. **Acknowledgements**. Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.
12. **Exclusive Jurisdiction for Suit in Case of Breach**. The Parties, by entering into this agreement, submit to jurisdiction in Melbourne, Florida for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts which have jurisdiction over Melbourne, Florida shall have **exclusive** jurisdiction over any disputes between the parties relative to this agreement, whether said disputes sound in contract, tort, or other areas of the law.

M. **State Law**. This Agreement shall be interpreted under, and governed by, the laws of the state of Florida.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, Seller and Buyer affix their signatures hereto.

SELLER

Sign: _______________________________

Print: ____________________ , Authorized Officer for Seller.

Dated: _____________ ____, 20__

BUYER

Sign: ___________________________________ Dated: _____________ ____, 20__

[F.PRIN.1], [F.PRIN.1.TITLE] – On Behalf of [FRANCHISEE].

Sign: ___________________________________ Dated: _____________ ____, 20__

[F.PRIN.2], [F.PRIN.2.TITLE] – On Behalf of [FRANCHISEE].

EXHIBIT H
SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT made as of _____________ 20___ (the **"Effective Date"**), by and between **FW FLEET CLEAN, LLC**, a Delaware limited liability company having its principal place of business at 478 N. Babcock Street, Melbourne, FL 32935 (**"Franchisor"**), on the one hand, and __________________, having its principal place of business at ______________ (**"Franchisee"**), on the other hand, with reference to the following facts:

A. Franchisor and Franchisee have entered into a Franchise Agreement (the **"Franchise Agreement"**) under which Franchisor has granted Franchisee a license to use the methods, procedures and products developed by Franchisor (the **"System"**) to operate a business that provides mobile, on-site, commercial vehicle cleaning and related services (the **"Franchise"**).

B. Franchisor and Franchisee desire to enter into this Agreement to grant Franchisee a license to use the package of computer programs, data and related materials known as "myFC" (the **"Software"**) for tracking and managing data related to the System and the Franchise (the **"License"**) on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. <u>GRANT OF SOFTWARE LICENSE</u>

Franchisor grants to Franchisee, upon the terms and conditions contained in this Agreement, a non-exclusive right to use the Software only in connection with Franchisee's operation of the Franchise.

2. <u>TERM OF AGREEMENT</u>

The term of this Agreement shall commence on the Effective Date and shall expire upon the expiration or termination of the Franchise Agreement, whichever shall first occur, unless sooner terminated under the terms of this Agreement.

3. <u>LICENSE AND MAINTENANCE FEES</u>

Franchisee shall pay Franchisor a reasonable annual fee (as of the date of this Agreement, $1,500 per location) as a license fee for the Software (the "**License Fee**") plus a monthly support and access fee of $125 per device for device assistance (the "**Support Fee**"). The Support Fee may be adjusted on an annual basis based on the percentage increase in the CPI (published by the U.S. Bureau of Statistics) for the prior 12-month period. Franchisee shall pay Franchisor the License Fee and Support Fee either by check, or by direct debit by Franchisor against a bank account maintained by Franchisee, as Franchisor shall determine, in Franchisor's sole and absolute discretion, and any failure by Franchisee to do so shall be deemed to be a breach of this Agreement. Franchisee hereby authorizes Franchisor to initiate debit entries and/or credit collection entries to Franchisee's designated primary business operating checking or savings account for the payment of the License Fee and Support Fee. Franchisee shall not be entitled to set-off the payments of the License Fee and Support Fee against any monetary claim Franchisee may have against Franchisor.

4. <u>OWNERSHIP OF SOFTWARE</u>

Franchisor shall have sole and exclusive ownership of all right, title and interest in and to the Software, all modifications and enhancements of the Software, including all trade secrets and copyrights pertaining thereto, and all rights of every kind and character whatsoever, whether or not those rights are now existing or come into existence hereafter, and whether or not the rights are now known, recognized or contemplated, subject only to the rights granted to Franchisee under this Agreement. Franchisee represents with respect to the Software that:

4.1 Franchisee shall use only the Software in the manner authorized and permitted by this Agreement.

4.2 Franchisee shall use the Software only in connection with the operation of the Franchise and any unauthorized use thereof shall constitute an infringement. Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use the Software for the benefit of anyone else.

4.3 During the term of this Agreement and after its expiration or termination, Franchisee shall not directly or indirectly contest the validity of, or Franchisor’s ownership of, the Software, nor take any other action which may tend to jeopardize Franchisor’s interest therein, or Franchisor's right to use, and to license others to use, the Software.

4.4 Franchisee's use of the Software pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Software other than the License granted by this Agreement.

4.5 The License granted under this Agreement to Franchisee is non-exclusive.

5. <u>TERMINATION OR EXPIRATION</u>

Upon termination or expiration of this Agreement, all rights granted under this Agreement to Franchisee shall forthwith terminate and Franchisee shall immediately and permanently cease to use the Software. Any default by Franchisee under the terms and conditions of the Franchise Agreement or any other agreement between Franchisor, or its affiliates (including among others, Franchisor), and Franchisee, shall be deemed to be a default of this Agreement. In the event of the termination or expiration of the Franchise Agreement, this Agreement shall automatically terminate. The termination of this Agreement shall be without prejudice to any other remedy or cause of action which Franchisor may have against Franchisee to recover damages for any breach hereof. Upon termination or the expiration of this Agreement, Franchisee shall immediately deliver to Franchisor all components of the Software and any confidential information relating to the Software which are in Franchisee's possession, and all copies thereof.

6. <u>ASSIGNMENT</u>

Franchisee shall not sell, encumber, assign, transfer, convey, pledge, merge, license or give away any direct or indirect interest in this Agreement, the Software or the License. Any purported assignment or transfer shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may immediately terminate this Agreement.

7. <u>INJUNCTIVE RELIEF</u>

Franchisee acknowledges that failure to comply with the terms of this Agreement will result in irreparable injury to Franchisor and Franchisor for which no adequate remedy at law may be available, and Franchisee consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by either Franchisor or Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to the requirements of this Agreement.

8. <u>WARRANTIES; LIMITATION OF LIABILITY</u>

Franchisor does not provide any warranties, expressed or implied, including any warrantee of merchantability or fitness for a particular purpose. Franchisor shall not be liable for any loss of profit, loss of business or other financial loss which may be caused by, directly or indirectly, the inadequacy of the Software for any purpose or any use thereof or by any defect or deficiency therein. Franchisee acknowledges and agrees that Franchisor's liability for damages, if any, shall not exceed the charges paid to Franchisor by Franchisee under this Agreement. Franchisor and Franchisee, and their respective directors, officers, shareholders and guarantors, as applicable, each hereby waive to the fullest extent permitted by law, any right to, or claim for, punitive or exemplary damages against the other and agree that, in the event of a dispute between them, each is limited to recovering only the actual damages proven to have been sustained by it subject to the limitations contained in this **Section 8**.

9. RECORDKEEPING

Franchisee shall prepare and preserve, for a period of at least seven years from the date of the transaction, and in hard copy and recoverable electronic form, records of all of Franchisee's customer transactions containing a minimum of the following (a) transaction date; (b) services rendered and/or products sold; (c) customer name and address; and (d) amount of the transaction.

10. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

10.1 Franchisee is an independent contractor; and nothing in this Agreement is intended to constitute or appoint either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

10.2 Franchisee shall indemnify and hold harmless to the fullest extent by law, Franchisor, its affiliates and their respective directors, officers, employees, shareholders, and agents, (collectively the **"Indemnitees"**) from any and all losses and expenses (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with Franchisee's breach or failure to perform any of its representations, warranties, covenants or agreements set forth in this Agreement or with Franchisee's use of the Software (collectively an **"event"**). For the purpose of this **Section 10.2**, the term **"losses and expenses"** shall be deemed to include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to Franchisor's reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. Franchisee shall give Franchisor prompt notice of any event of which it is aware, for which indemnification is required, and, at the expense and risk of Franchisee, Franchisor may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that Franchisor will seek the advice and counsel of Franchisee. Any assumption of Franchisor shall not modify Franchisee's indemnification obligation. Franchisor may, in its sole judgment, take such actions as it seems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in Franchisor's sole judgment, necessary for the protection of the indemnities or the System. Franchisee shall defend Franchisor and each of its affiliates, officers, directors, shareholders, agents, and employees named in any lawsuit based on such loss or expenses and shall pay all costs and reasonable attorney' fees associated with such defense.

11. WAIVERS

No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants thereof, and no custom or practice by the parties at variance with the terms of this Agreement, shall constitute a waiver by Franchisor to enforce any such right, option, or power as against Franchisee, or as to a subsequent breach or default by Franchisee. Subsequent acceptance by Franchisor of any payments due to it under this Agreement shall not be deemed to be a waiver by Franchisor of any preceding or succeeding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

12. ENTIRE AGREEMENT, SEVERABILITY AND CONSTRUCTION

12.1 Entire Agreement. This Agreement, any attachments hereto, and any ancillary agreements between Franchisee and Franchisor or any affiliate which are executed contemporaneously with this Agreement, constitute the entire and complete Agreement between Franchisor (and, if applicable, any affiliate) and Franchisee concerning the subject matter thereof, and supersede all prior agreements. No amendment, change, or variation from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

12.2 Severability and Construction. Except as expressly provided to the contrary herein, each section, paragraph, part, term, and provision of this Agreement shall be considered severable; and if, for any reason, any section, paragraph, part, term, provision, and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, paragraphs, parts, terms, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and the invalid portions, sections, paragraphs, parts, terms, provisions, and/or covenants shall be deemed not to be a part of this Agreement. Neither this Agreement or any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. On the contrary, this Agreement has been review by all parties and shall be construed and interpreted according to the ordinary meaning of the words used to fairly accomplish the purposes and intentions of all parties to this Agreement. Franchisor and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable.

12.3 Survival of Obligations after Expiration or Termination of Agreement. 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.

12.4 Survival of Modified Provisions. Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement any portion or portions which a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

12.5 Captions. All captions in this Agreement are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

12.6. Counterparts. This Agreement may be executed by the parties in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

13. DISPUTES

13.1 Governing Law. This Agreement shall be interpreted and construed exclusively under the laws of the State of Florida, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Florida choice-of-law rules).

13.2 Arbitration.

13.2.1 Disputes Subject to Arbitration. Except as expressly provided to the contrary in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

13.2.2 Location. The place of arbitration shall be Florida.

13.2.3 Confidentiality. All documents, information, and results pertaining to any arbitration will be confidential, except as required by law.

13.2.4 Performance During Arbitration. The parties will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration process.

13.2.5 Venue. For any matter which is not subject to the arbitration provisions of this Section 13.2, each party hereto consents to personal jurisdiction in the federal or state courts located in Florida. Franchisee hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

13.2.6 No Exclusive Remedies. No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

13.2.7 Injunctive Relief. Notwithstanding anything contained herein, Franchisor reserves the right to seek and obtain temporary restraining orders or other emergency temporary or preliminary equitable injunctive relief from federal or state courts located in the state in which the Franchise is located. These arbitration provisions shall not apply in connection with any action by Franchisor to collect monies owed hereunder notwithstanding anything to the contrary contained herein. The parties acknowledge and agree that the rights of Franchisor under this Agreement with respect to the use of the Software of a specialized and unique nature and that immediate and irreparable damage will result to Franchisor if Franchisee fails or refuses to perform obligations under this Agreement, and, notwithstanding any election by Franchisor to claim damages from Franchisee as a result of such failure or refusal, Franchisor may, in addition to any other remedies and damages available, seek an injunction in any court of competent jurisdiction to restrain such failure or refusal.

13.2.8 Waiver of Jury Trial. Franchisor and Franchisee irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding.

13.2.9 Limitation of Actions. Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and franchisor, or Franchisee's operation of the Franchise (including any defenses or any claims of set-off or recoupment) must be brought or asserted before the expiration of the earlier of (a) the time period for bringing an action under any applicable state or federal statute of limitations; (b) one year after the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; or (c) two years after the first act or omission giving rise to an alleged claim; or it is expressly acknowledged and agreed by all parties that such claims or actions shall be irrevocably barred. Claims of Franchisor attributable to failure to pay monies owed and/or indemnification shall be subject only to the applicable state or federal statute of limitations.

13.2.10 Costs and Attorneys' Fees. If either Franchisor or Franchisee seeks to enforce this Agreement in an arbitration or a judicial or other proceeding, the prevailing party shall be entitled to recover its reasonable costs and expenses (including attorneys' fees, attorneys' assistants' fees, accountants' fees, expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel, room and board, salaries and benefits of those employees participating in such proceeding) incurred in connection with such judicial or other proceeding.

[Signatures appear on the following page]

[Signature page to Software License Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first shown above.

FW FLEET CLEAN, LLC.	[INSERT LEGAL NAME]
By: ______________________________	By: ______________________________
Name:______________________________	Name: ______________________________
Title:______________________________	Title: ______________________________

EXHIBIT I

COMMERCIAL FINANCE AGREEMENT

This Loan Agreement is made on [DATE] by the undersigned borrower (the "Borrower") and FW Fleet Clean, LLC, a Delaware company (the "Lender").

Background Statement: Lender is also the franchisor of the Fleet Clean brand ("Franchisor"). Borrower is a franchisee pursuant to a franchise agreement with the Franchisor (the "Franchise Agreement"). Borrower desires to borrow funds from the Lender to purchase assets described herein.

1. Principal and Purpose. The Lender hereby agrees to advance [FULLAMOUNT] to the Borrower as purchase money to finance the acquisition of the _________ Franchise of Fleet Clean from an existing Franchisee on the following terms and conditions, each of which are material. The loan will be collateralized and secured by the assets described on Schedule 1. This advancement of these funds and payment to necessary parties is hereby acknowledged by Borrower.

2. Interest. The principal and all other amounts due under this Loan Agreement bear interest at rate equal to [RATE] per annum. This interest is pre-computed as [TOTALINT/12] per month for a total amount of [TOTALINT]. Interest for the full term of the loan is due without discount for prepayment.

3. Repayment. The Borrower shall repay the principal, interest and fees listed herein in [TERM.MONTHS] equal monthly installments of [PAYMENT]. This payment includes a Private Business Loan Risk Fee of [RISKFEE] per month which shall be due for each of the [TERM.MONTHS] months without discount for prepayment. Each payment shall be due and payable without waiver or discount for pre-payment beginning on [START.DATE] and on the 1st day of each month until all payments have been made. This repayment schedule may only be altered through events of default as discussed herein or by written agreement between the parties.

4. Manner of Payment. The Borrower shall make payments under this Loan Agreement in the same manner as the Borrower makes payments to the Franchisor under the Franchise Agreement. The Borrower hereby confirms that the Franchisor is authorized to withdraw funds for payments under this Loan Agreement from the Borrower's designated bank account by electronic funds transfer as set forth in the Franchise Agreement and to forward those amounts to Lender. If the Borrower fails to make any payment when due, the Borrower authorizes the Franchisor to make payments on the Borrower's behalf under this Loan Agreement from any funds which the Franchisor has collected on the Borrower's behalf, or which are otherwise accessible to the Franchisor including but not limited to accounts receivable. The Lender may change the manner of required payment at any time with notice to Borrower. Borrower may prepay the debt at any time, in whole or in part.

5. Default. Any violation of the following special terms constitutes a default under this agreement and any cross-defaultable agreements (an "Event of Default"):

   (i) the Borrower fails to make any payment under this Loan Agreement when due;
   (ii) the Borrower uses the funds for any purpose other than as described in Section 1 or violates any other provision of this Loan Agreement;
   (iii) the Borrower (or any affiliate/subsidiary of the Borrower) defaults under the Franchise Agreement or any other agreement with the Franchisor, the Lender, or any affiliate of the Lender, regardless of whether the Borrower has the right to cure such default; or
   (iv) the Borrower defaults under any other loan or extension of credit with any lender or creditor, regardless of whether the Borrower has the right to cure such default.
   (v) the Borrower fails to comply with the following conditions of this agreement at any time and

without regard to the right to cure or cure in fact of violations of the following terms, each of which are material:

(a) Borrower will maintain a minimum of a 2x debt service coverage ratio based on a rolling 12 month period and based on earnings before interest, taxes, depreciation, and amortization(“EBITDA”). (calculated as EBITDA divided by total debt service for all loans)

(b) Any material adverse change in the Borrower’s business is an event of default.

(c) Borrower must subordinate any and all shareholder or other debts to this loan.

(d) Borrower may borrow no additional funds or make any additional encumbrances without written consent of Lender.

(e) No management fees, distributions, shareholder loans or other forms of officer compensation unless all terms of this agreement are in compliance.

(f) No change of ownership, including sale of shares is permitted without written consent of the Lender which will at a minimum require that the new owner or part owner be added as a personal guarantor. Lender may withhold approval for any reason or no reason and demand full and immediate payment of all unpaid payments through the end of the term of this agreement.

(g) Borrower will provide Lender with tax returns on an annual basis and company prepared financial statements on a quarterly basis in addition to any other information reasonably requested.

(h) All existing and future shareholder / member loans or related party loans, may not be repaid while there is a balance outstanding under this agreement unless written permission of Lender is obtained in advance of such repayment.

6. Remedies For Default. If an Event of Default occurs then the Lender may exercise any one or more of the following remedies: (i) the Lender may declare the entire unpaid balance of the Debt to be immediately due and payable, (ii) the Debt shall automatically bear interest at a rate equal to 1.5% per month from the date of the Event of Default, (iii) the Lender may repossess the assets financed hereunder, and (iv) the Lender may exercise and any all remedies available to a creditor upon default as provided in this Loan Agreement or at law.

7. Cross-Default. The Borrower agrees that a failure to make any payment under this Loan Agreement when due, or any other violation of this Loan Agreement by the Borrower, constitutes a default under the Franchise Agreement for which the Franchisor is not required to permit a cure period.

8. Grant of Security Interest. To secure the payment of the Debt and the payment and performance of all other obligations of the Borrower to the Lender under this Loan Agreement (the “Secured Obligations”), the Borrower grants to the Lender a first priority security interest in the collateral listed in Schedule 1, plus any other assets owned or controlled by Borrower or Guarantor and all proceeds thereof. The Borrower agrees, at the Borrower’s expense, to take any actions requested by the Lender to further the attachment, perfection and first priority of, and the ability of the Lender to enforce, the Lender’s security interest in the collateral.

9. Release of Prior Claims. By executing this Loan Agreement, the Borrower forever releases and discharges the Lender, the Franchisor, and their affiliates, and their respective owners, directors, officers, employees, agents, and representatives, from any and all claims relating to or arising under any franchise agreement or any other agreement between the parties executed prior to the date hereof, including, but not limited to, any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any state or territory thereof.

10. Waiver. The Borrower hereby waives presentment for payment, demand, protest and all other demands and notices.

11. Assignment. The Lender may assign and transfer this Loan Agreement to a successor lender at any time in the Lender’s discretion. Borrower agrees to execute any documents required to

transfer this loan to another lender, which may include signing all new loan documents with different terms than those herein. In the event that Borrower elects not to agree to terms demanded by a prospective assignee, the Lender may declare the entire unpaid balance of the Debt to be immediately due and payable.

12. Provisions Incorporated. The provisions of the Franchise Agreement regarding governing law, jurisdiction, venue, waiver of jury trial, specific performance and injunctive relief, and notices are hereby incorporated into this Loan Agreement as if set forth in full in this Loan Agreement.

13. Amendment. This Loan Agreement may be changed or modified only by an agreement in writing executed by the Borrower and the Lender. No delay in enforcement, acceptance of past due amount, or course of dealing shall constitute a waiver of any right or remedy of the Lender.

14. Joint and Several Liability. If more than one person or entity executes this Loan Agreement as the Borrower, then the word "Borrower" shall include all such persons and entities collectively, and each signatory shall be jointly and severally liable hereunder.

15. Venue & Dispute Resolution. For any matter involving this agreement, each party hereto consents to personal jurisdiction in the federal or state courts located in the county in which Lender's principal place of business is located at the time that the action commences. Presently, that location is Brevard County, Florida which may be updated from time to time by notice to Borrower. No right or remedy conferred upon or reserved to Lender by this agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. If Lender or its agent or assignee seeks to enforce this agreement in an arbitration or a judicial or other proceeding, Lender shall be entitled to recover its reasonable costs and expenses (including attorneys' fees, attorneys' assistants' fees, accountants' fees, expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel, room and board, salaries and benefits of those employees participating in such proceeding) incurred in connection with such judicial or other proceeding.

16. Miscellaneous. Borrower has had an opportunity to consult with legal counsel or other counsel as it deems necessary prior to signing this agreement. If any provision of this agreement is deemed unenforceable the remaining provisions shall remain in effect and the unenforceable provision modified to comply with applicable law while providing maximum protection and benefit to the Lender. Any ambiguity shall be construed against Borrower as drafter of this agreement.

SCHEDULE 1: VEHICLE / BUSINESS / EQUIPMENT

[LIST.SECURED.COLLATERAL]

Including without limitation any additions to the above or hereafter acquired assets used in or associated with the assets listed above or the Borrower's business operations.

This Loan Agreement is executed by:

LENDER:
FW FLEET CLEAN, LLC

By: ______________________________
Name: ___________________________
Title:______________________________

BORROWER:

____
By: [BORROWER.ENT]
Name: [BORROWER.PRINC.1]
Title: _______________________

NOTARY:

GUARANTOR:
The undersigned Guarantor accepts joint and several, personal liability under this agreement and agrees that all liabilities of the Borrower under this Loan Agreement are guaranteed by the undersigned Guarantor pursuant to the Guarantor's Guarantee, Indemnification and Acknowledgment Agreement as if such liabilities arose from the Franchise Agreement.

________________________, INDIVIDUALLY
Name: [BORROWER.PRINC.1]

BORROWER:

____
By: [BORROWER.ENT]
Name: [BORROWER.PRINC.2]
Title: _______________________

NOTARY:

GUARANTOR:
The undersigned Guarantor accepts joint and several, personal liability under this agreement and agrees that all liabilities of the Borrower under this Loan Agreement are guaranteed by the undersigned Guarantor pursuant to the Guarantor's Guarantee, Indemnification and Acknowledgment Agreement as if such liabilities arose from the Franchise Agreement.

________________________, INDIVIDUALLY

Name: [BORROWER.PRINC.

EXHIBIT J-1

FRANCHISED FLEET CLEAN BUSINESSES

December 31, 2018

COLORADO

Denver, Colorado
Amethyst Rock Enterprises, Inc.
4020 Lazy K Drive
Castle Rock, CO 80104

FLORIDA

Orlando, Florida
WOW MOM, INC.
12656 Victoria Place Circle #1302
Orlando, Florida 32828
Attention: W. Whit Robinson
407-601-2382

Miami, Florida
South Florida Fleet Washing, LLC
1405 NE 4th Place
Ft. Lauderdale, FL. 33301
Attention: Matt McIntosh
612-221-4501

GEORGIA

Atlanta, Georgia
Connemara Coast, LLC
PO Box 767487
Roswell, Georgia 30076
Attention: David Kelley or Chris Caffrey
404-671-9216

Savannah, Georgia
ALDAR Enterprises, LLC
358 Kitchens Road, SW
Haddock, Georgia 31033
Attention: Darlene Gillies
478-297-1506

Macon, Georgia
ALDAR Enterprises, LLC
358 Kitchens Rd. SW
Haddock, GA 31033
Attention: Darlene Gillies
478-297-1506

IDAHO

Boise, Idaho
Snake River Fleet Services, LLC
1834 W. Airport Way
Boise, Idaho 83705
Attention: Ryan or Riley Segar
208-810-0495

MISSOURI

St Louis, Missouri
StL FC, LLC
5737 Milentz Ave
St. Louis, MO63109
Attention: Greg Penland
574-265-4228

NEVADA

Reno, Nevada
Northern Nevada Billiards
221 Shady Grove Lane
Dayton, NV 89403
Attention: Seth Allison
775-443-8844

OKLAHOMA

Oklahoma City, Oklahoma
DELTA 4 Enterprises, Inc.
1400 Abberly Circle
Arcadia, Oklahoma 7007
Attention: Bruce Dawson
405-696-3306

OREGON

Portland, Oregon
PDX FC, LLC
2890 Cottage St. SE
Corvallis, Oregon
Attention: Aaron Ricci or Bryan Clark
Aaron Ricci: 808-960-7266
Bryan Clark: 214-224-0801

SOUTH CAROLINA

Charleston, South Carolina
Tri State Commercial Services
3419 Heyward St.
Columbia, SC 29205
Attention: Will Summerall
803-457-4555

Greenville, South Carolina
Tri State Commercial Services
3419 Heyward St.
Columbia, SC 29205
Attention: Will Summerall
803-457-4555

Columbia, South Carolina
Tri State Commercial Services
3419 Heyward St.
Columbia, SC 29205
Attention: Will Summerall
803-457-4555

TENNESSEE

Nashville, Tennessee
Music City Fleet Services, LLC
832B Clayton Avenue
Nashville, TN 37204
Attention: Eric or Rachel Olsen
615-933-8840

Chattanooga, Tennessee
Music City Fleet Services, LLC
832B Clayton Avenue
Nashville, TN 37204
Attention: Eric or Rachel Olsen
615-933-8840

TEXAS

Fort Worth, Texas
DFC Systems, LLC
4343 Congress Ave. #366
Dallas, TX 75219
Attention: Bryan Clark
214-224-0801

Austin, Texas
Vista Mesas Investments, Inc.
PO BOX 4701
Lago Vista, TX 78645
Attention: Scott Riggs
512-839-5660

Dallas, Texas
DFC Systems, LLC
4343 Congress Ave. #366
Dallas, TX 75219
Attention: Bryan Clark
214-224-0801

San Antonio, Texas
Detail Pros, LLC
17418 Rancho Drive
San Antonio, TX 78255
Attention: Mike and Alice Wagner
707-330-6330

EXHIBIT J-2

FRANCHISED FLEET CLEAN BUSINESSES THAT LEFT THE SYSTEM FOR ANY REASON FROM JANUARY 1, 2018 TO ISSUANCE

Arizona Fleet Systems, LLC
358 Kitchens Rd. SW
Haddock, GA 31033
Attention: Alvin Gillies
478-319-6448
(Owner of Arizona location that was reacquired in 2018)

Ranger Holding, LLC
PO Box 162424
Atlanta, GA 30321
Attention: Rob or Lindsay Margeton
404-671-9216
(Owner of Georgia franchise that was transferred in 2018)

Riverside Enterprise, LLC
23 Old Sawmill Drive
Bluffton, SC 29910
Attention: Andrew Owens
843-505-0523
(Owner of Georgia location that was transferred in 2018)

Idaho Wash Systems, LLC
3443 N. Triple Ridge Place
Eagle, Idaho 83616
Attention: Barry Ford
(Owner of Idaho location that was transferred in 2018)

OHIO FC, LLC
88 Cherry Street NW
North Canton, OH 44720
Attention: Vicki Kennedy
330-284-1019
(Owner of Ohio location that was reacquired in 2018. We acquired the full operating interest of the Cleveland OH business in 2018. Prior to it was a joint venture between Ohio FC, LLC and SAM Wash, LLC.)

Gregory Mitchell, LLC
1515 North Ave. NE
Roanoke, VA 24012
Attention: Joey Ginther, John Payne
434-509-3358
(Owner of 2 Tennessee locations and 2 Virginia locations reacquired in 2018)

Apicem Fleet Services, LLC.
680 W Sam Houston Pkwy S., #213
Houston, TX 77042
806-626-7855
(Owner of 1 Texas location reacquired in 2018

EXHIBIT K
FORM OF RELEASE

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you sign this General Release.*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of FW Fleet Clean, LLC, a Delaware limited liability company ("Franchisor").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties") hereby release Franchisor, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owners of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Franchisor reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

Executed by: ______________________________

Name: ______________________________

Date: ______________________________

EXHIBIT L
STATE SPECIFIC ADDENDA AND RIDERS

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
FW FLEET CLEAN, LLC
STATE OF ILLINOIS

The following is added at the end of Item 17:

The conditions under which your franchise can be terminated and your rights upon non-renewal of a franchise agreement are found in Illinois law, 815 ILCS 705/19 and 20.

The Illinois law governs the agreements between the parties to this franchise.

Section 4 of Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

RIDER TO
FW FLEET CLEAN, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER (the "**Rider**") is effective as of ___________________________, 20____ (the "**Agreement Date**"), and amends the Franchise Agreement dated ___________________________, 20_____ (the "**Agreement**"), between **FW FLEET CLEAN, LLC** ("**Franchisor**") and **_________________________________** (" "**Franchisee**").

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Termination**. The following is added to Section 13 of the Agreement:

The conditions under which this franchise can be terminated and the parties' rights on termination may be affected by Illinois law, 815 ILCS 705/1-44.

3. The conditions under which your franchise can be terminated and your rights upon non-renewal of a franchise agreement are found in Illinois law, 815 ILCS 705/19 and 20.

4. The Illinois law governs the agreements between the parties to this franchise.

Section 4 of Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

5. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

6. **Waiver of Jury Trial**. Section 23.6 of the Agreement is deleted in its entirety.

7. **Enforcement**. Add 24.9 of the Agreement to read as follows:

> Any condition, stipulation, or provision contained in the Agreement purporting to waive compliance with any provision of the Illinois Act or any other Illinois law is void.

8. Be advised that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of Illinois is void. No person may be prevented from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Illinois Franchise Disclosure Act, nor shall arbitration of any claim pursuant to the provisions of Title 9 of the United States Code be prevented.

Intending to be bound, the parties sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

Franchisor:	**Franchisee:**
	______________________________
By: ______________________________	By: ______________________________
Name:______________________________	Name:______________________________
Title:______________________________	Title:______________________________
Date:______________________________	Date:______________________________

RIDER TO
FW FLEET CLEAN, LLC
DEVELOPMENT AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER (the "**Rider**") is effective as of ___________________________, 20____ (the "**Agreement Date**"), and amends the Development Agreement dated __________________________, 20_____ (the "**Agreement**"), between **FW FLEET CLEAN, LLC** ("**Franchisor**") and ________________________________ ("**you**," "**your**" or the "**Developer**").

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. The conditions under which your franchise can be terminated and your rights upon non-renewal of a franchise agreement are found in Illinois law, 815 ILCS 705/19 and 20.

3. The Illinois law governs the agreements between the parties to this franchise.

Section 4 of Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

4. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Intending to be bound, the parties sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

Franchisor:	**Franchisee:**
	________________________________
By: ________________________________	By: ________________________________
Name:________________________________	Name:________________________________
Title:________________________________	Title:________________________________
Date:________________________________	Date:________________________________

ADDENDUM
TO FW FLEET CLEAN, LLC
STATE OF MARYLAND

THIS ADDENDUM (the "**Addendum**") amends the Franchise Disclosure Document of **FW FLEET CLEAN, LLC**

Sections (c) and (m) of Item 17 are amended by adding the following language:

> Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment or transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Item 17 is amended by adding the following language after the table:

> You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.
>
> The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq.)

MARYLAND RIDER TO
FW FLEET CLEAN, LLC
FRANCHISE AGREEMENT

THIS RIDER (the "**Rider**") is effective as of __________________________, 20____ (the "**Agreement Date**"), and amends the Franchise Agreement dated _________________________, 20_____ (the "**Agreement**"), between **FW FLEET CLEAN, LLC** ("**we**," "**us**," "**our**" or the "**Franchisor**") and ______________________________ ("**you**," "**your**" or the "**Franchisee**").

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **General Release.** Pursuant to COMAR 02.02.08.16L, the general release otherwise required by the Agreement as a condition of renewal, sale and/or assignment/transfer does not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. **Limitation of Claims.** Any limitations of claims provisions will not act to reduce the three year statute of limitations afforded you for bringing a claim arising under Maryland Franchise Registration and Disclosure Law. All claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise to you.

4. **Jurisdiction and Venue.** You may bring a lawsuit against us in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **No Waiver.** Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law, including, but not limited to, any acknowledgments or representations made by you which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law.

6. **Effective Date.** This Rider is effective on the Agreement Date regardless of the actual date of signature.

Us:	**You:**
FW FLEET CLEAN, LLC	______________________________
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
FW FLEET CLEAN, LLC
STATE OF MINNESOTA

Additional Disclosures:

1. MINNESOTA LAW PROVIDES YOU WITH CERTAIN TERMINATION AND NON-RENEWAL RIGHTS. MINN. STAT. §80C.14 SUBD. 3, 4 AND 5 REQUIRE, EXCEPT IN CERTAIN CASE, THAT YOU BE GIVEN 90 DAYS' NOTICE OF TERMINATION (WITH 60 DAYS TO CURE) AND 180 DAYS' NOTICE FOR NONRENEWAL OF THE FRANCHISE AGREEMENT.

2. MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

4. Item 17 is amended by adding the following:

   You and your owners must execute general releases, in form and substance satisfactory to us, of any and all claims against us, and our affiliates, officers, directors, employees, agents, successors and assigns, except for matters coming under the Minnesota Franchise law.

5. Item 17, summary column for (f) is amended to add the following:

   With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement and that consent to transfer of the franchise will not be unreasonably withheld.

6. Item 17, summary column for (m) is amended to add the following:

   Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

7. Item 17, summary columns for (v) and (w) are amended to add the following:

   Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statues, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

MINNESOTA RIDER TO THE
FW FLEET CLEAN, LLC
FRANCHISE AGREEMENT

THIS RIDER (the "**Rider**") is effective as of __________________________, 20____ (the "**Agreement Date**"), and amends the Franchise Agreement dated __________________________, 20_____ (the "**Agreement**"), between **FW FLEET CLEAN, LLC** ("**we**," "**us**," "**our**" or the "**Franchisor**") and ______________________________ ("**you**," "**your**" or the "**Franchisee**").

1. **Background**. You and we are parties to that certain Franchise Agreement dated ___________________________, 20___ (the "**Franchise Agreement**") that has been signed concurrently with the signature of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because the _____________ Business to be operated by you pursuant to the Franchise Agreement will be located in the State of Minnesota and/or because you are a resident of the State of Minnesota.

2. **Release**. The general release otherwise required by the Agreement as a condition of renewal, sale and/or assignment/transfer does not apply to any liability under the Minnesota Franchise Act.

3. **Default and Termination**. The following is added to Section 13 of the Agreement:

   Minnesota Law provides you with certain termination and non-renewal rights. Minn. Stat. §80C.14 Subd. 3, 4 and 5 require, except in certain case, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

4. **Governing Law**. The following sentence is added at the end of Section 23.

   MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

5. **Waiver of Jury Trial**. Section 23.6 is deleted in its entirety.

Intending to be bound, the parties sign and deliver this Rider to each other as shown below:

Us:	**You:**
FW FLEET CLEAN, LLC	______________________________
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
FW FLEET CLEAN, LLC
STATE OF NEW YORK

1. Item 3 is amended by added the following at the beginning of the Item.

Other than those actions listed below, neither the franchisor, its predecessor, a person identified in item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. Has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations or pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

B Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. Item 4 is amended in entirety to state the following:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular:

A. Filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code;

B. Obtained a discharge of its debts under the bankruptcy code; or

C. Was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

3. Item 17(d) of the Franchise Agreement Summary is amended to add the

following sentence: The franchisee may terminate the agreement on any grounds available by law.

4. Item 17 (j) of the Franchise Agreement Summary is amended to add the following sentence: "However, no assignment will be made except to an assignee who, in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement."

5. Item 17(w) of the Franchise Agreement Summary is amended to add the following sentence: "The forgoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business law of the state of New York."

6. Item 17(d) of the Development Agreement Summary is amended to add the following sentence: "The area developer may terminate the agreement on any grounds available by law."

7. Item 17 (j) of the Development Agreement Summary is amended to add the following sentence: "However, no assignment will be made except to an assignee who, in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the development agreement."

8. Item 17(w) of the Development Agreement Summary is amended to add the following sentence: "The forgoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business law of the state of New York."

NEW YORK RIDER TO
FW FLEET CLEAN, LLC
FRANCHISE AGREEMENT

THIS RIDER (the "**Rider**") is effective as of ___________________________, 20____ (the "**Agreement Date**"), and amends the Franchise Agreement dated __________________________, 20_____ (the "**Agreement**"), between **FW FLEET CLEAN, LLC** ("**Franchisor**") and _____________________________________ ("**Franchisee**").

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Assignment.** The following sentence is added as the last sentence of Section 12.1. "However, no assignment will be made except to an assignee who, in good faith and judgment of the Franchisor, is willing and financially able to assume the Franchisor's obligations under this Agreement."

3. **Termination by Franchisee.** New Section 13.7 is added to Article 13, which states. "Franchisee may terminate this Agreement on any grounds available by law."

4. **Applicable Law.** The following sentence is added as the last sentence of Section 23.1 "The forgoing choice of law should not be considered a waiver of any right conferred upon Franchisor or Franchisee by Article 33 of the General Business law of the state of New York."

Intending to be bound, Franchisor and Franchisee sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

FW FLEET CLEAN, LLC	________________________________
By: ________________________________	By: ________________________________
Name: ________________________________	Name: ________________________________
Title: ________________________________	Title: ________________________________
Date: ________________________________	Date: ________________________________

NEW YORK RIDER TO
FW FLEET CLEAN, LLC
DEVELOPMENT AGREEMENT

THIS RIDER (the "**Rider**") is effective as of __________________________, 20____ (the "**Agreement Date**"), and amends the Development Agreement dated _________________________, 20_____ (the "**Agreement**"), between **FW FLEET CLEAN, LLC** (" "**Franchisor**") and ____________________________________ ("**Developer**").

1. **<u>Precedence and Defined Terms</u>**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **<u>Termination by Developer</u>** New Section 5.7 is added to Article 5, which states. "5.7 Developer may terminate this Agreement on any grounds available by law."

3. **<u>Transfers</u>.** The following sentence is added at the end of Article 6. "However, no assignment will be made except to an assignee who, in good faith and judgment of the Franchisor, is willing and financially able to assume the Franchisor's obligations under this Agreement."

4. **<u>Applicable Law.</u>** The following sentence is added as the last sentence of Section 14.1 "The forgoing choice of law should not be considered a waiver of any right conferred upon Franchisor or Franchisee by Article 33 of the General Business law of the state of New York."

Intending to be bound, Franchisor and Franchisee sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

FW FLEET CLEAN, LLC	________________________________
By: ________________________________	By: ________________________________
Name: ________________________________	Name: ________________________________
Title: ________________________________	Title: ________________________________
Date: ________________________________	Date: ________________________________

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
FW FLEET CLEAN, LLC
STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act (the "**Act**"), the FW Fleet Clean, LLC Franchise Disclosure Document for use in the Commonwealth of Virginia is amended as follows:

> Pursuant to Section 13.1-564 of the Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Act or the Laws of Virginia, that provision may not be enforceable.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
FW FLEET CLEAN, LLC
STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the "Act"), Chapter 19.100 RCW, prevails.

Section RCW 19.100.180 of the Act, may supersede the Franchise Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us including the area of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site will either be in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

A release or waiver of rights signed by you will not include rights under the Act except when signed pursuant to a negotiated settlement after the agreement(s) are in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.

WASHINGTON RIDER TO
FW FLEET CLEAN, LLC
FRANCHISE AGREEMENT

THIS RIDER (the "**Rider**") is effective as of _________________________, 20____ (the "**Agreement Date**"), and amends the Franchise Agreement dated _________________________, 20_____ (the "**Agreement**"), between **FW FLEET CLEAN, LLC** ("**we**," "**us**," "**our**" or the "**Franchisor**") and ___________________________________ ("**you**," "**your**" or the "**Franchisee**").

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Washington Franchise Investment Protection Act**. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the "**Act**"), Chapter 19.100 RCW, prevail.

3. **Relationship**. Section RCW 19.100.180 of the Act may supersede this Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede this Agreement in your relationship with us including the area of termination and renewal of your franchise.

4. **Arbitration**. In any arbitration involving a franchise purchased in Washington, the arbitration site will either be in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

5. **Waiver of Rights**. A release or waiver of rights signed by you will not include rights under the Act except when signed pursuant to a negotiated settlement after the agreement(s) are in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

6. **Transfer Fees**. Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

Us:	**You:**
FW FLEET CLEAN, LLC	______________________________
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	**Title:** ______________________________
Date: ______________________________	Date: ______________________________

Receipt

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If FW Fleet Clean, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If FW Fleet Clean, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A). The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Scott Marr	478 N. Babcock Street Melbourne, FL 32935	1-877-477-WASH (9274)

FW Fleet Clean, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in that particular state. Issuance Date: January 1, 2019, as amended on April 22, 2019. I received a Disclosure Document dated January 1, 2019, as amended on April 22, 2019, that included the following Exhibits:

A. LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
B. FRANCHISE AGREEMENT
C. DEVELOPMENT AGREEMENT
D. FINANCIAL STATEMENTS
E. TABLE OF CONTENTS OF THE MANUAL
F. FRANCHISEE DISCLOSURE QUESTIONNAIRE
G. EQUIPMENT SALES AGREEMENT
H. SOFTWARE LICENSE AGREEMENT
I. COMMERCIAL FINANCE AGREEMENT
J-1. FLEET CLEAN FRANCHISED BUSINESSES
J-2. FLEET CLEAN FORMER FRANCHISEES
K. RELEASE
L. STATE SPECIFIC ADDENDA AND RIDERS

Signature: ____________________________
Date Received: ________________________

Signature: ____________________________
Date Received: ________________________

Keep this copy for your records

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Receipt

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If FW Fleet Clean, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If FW Fleet Clean, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A). The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Scott Marr	478 N. Babcock Street Melbourne, FL 32935	1-877-477-WASH (9274)

FW Fleet Clean, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in that particular state. Issuance Date: January 1, 2019, as amended on April 22, 2019. I received a Disclosure Document dated January 1, 2019, as amended on April 22, 2019, that included the following Exhibits, that included the following Exhibits:

A. LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
B. FRANCHISE AGREEMENT
C. DEVELOPMENT AGREEMENT
D. FINANCIAL STATEMENTS
E. TABLE OF CONTENTS OF THE MANUAL
F. FRANCHISEE DISCLOSURE QUESTIONNAIRE
G. EQUIPMENT SALES AGREEMENT
H. SOFTWARE LICENSE AGREEMENT
I. COMMERCIAL FINANCE AGREEMENT
J-1. FLEET CLEAN FRANCHISED BUSINESSES
J-2. FLEET CLEAN FORMER FRANCHISEES
K. RELEASE
L. STATE SPECIFIC ADDENDA AND RIDERS

Signature: ____________________________ Signature: ____________________________
Date Received: ________________________ Date Received: ________________________

Return this copy to us at by email to scott@FleetCleanUSA.com