2021

FRANCHISE

DISCLOSURE DOCUMENT

FOR

(C & M Cleaning Services, Inc. d/b/a GenCorp Cleaning Services)

C & M Cleaning Services, Inc.
d/b/a GENCORP CLEANING SERVICES
FRANCHISE DISCLOSURE DOCUMENT

C & M CLEANING SERVICES, INC.
a California Corporation
d/b/a GenCorp Cleaning Services
14420 Elsworth St., Suite 105
Moreno Valley, California 92553
Phone: (714) 695-1060
Fax: (714) 695-1061
william@gencorpclean.com
www.gencorpclean.com

C & M Cleaning Services, Inc. (d/b/a GenCorp Cleaning Services) ("GenCorp") offers franchises to operate a business for providing a unique system for operating a commercial cleaning and janitorial service designed by GenCorp under the trade name GenCorp Cleaning Services.

The total investment necessary to begin operation is $13,850 to $45,000. This includes between $8,500 to $27,500 that must be paid to the franchisor or its affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the 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 government agency has verified the information contained in this document**.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact William Salvador, at 14420 Elsworth St., Suite 105, Moreno Valley, California 92553; and (714) 695-1060.

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

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

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

Issuance Date: April 15, 2021

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

2. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

3. The size, number, and location of accounts offered to you are solely within the franchisor's discretion. If you reject an account that the franchisor offers you, the franchisor is under no obligation to replace that account.

4. You may have to accept and service more than one account at a time even though the accounts may be located far apart from each other or from you. You may lose any accounts you can't properly service and the franchisor is under no obligation to replace them.

5. Once the franchisor's contractual obligation to offer your initial business has been fulfilled, the franchisor is under no contractual obligation to expand your business with additional accounts, even if you are willing to pay for them.

6. The franchisor performs billing and collection for all services that you provide your accounts, whether you obtain the account or the franchisor provides that account to you. If accounts you service do not pay, you suffer the loss of nonpayment. If the franchisor takes action to enforce account payments, it does so solely at your expense

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

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

To simplify the language in this Franchise Disclosure Document, “we”, “us”, “GenCorp Cleaning Services”, “GenCorp” means C & M Cleaning Services, Inc. (d/b/a GenCorp Cleaning Services), the Franchisor. “You” means the person who buys the franchise, the franchisee. If the initial franchisee is an individual(s) that subsequently assigns his, her or their interest to a corporation, limited liability Company, partnership or other entity, then "You" will include the entity’s owners by virtue of our requirement that all of the entity owners must personally guarantee, and be personally bound by, your obligations under the Franchise Agreement and the other agreements described in this Disclosure Document. To fully understand all of your and our respective rights and obligations, you must still carefully review the actual agreements you must execute. These agreements will control if there is any dispute between us.

The Franchisor:

C & M Cleaning Services, Inc. was incorporated under the laws of California on January 11, 2006. C & M Cleaning Services, Inc. does business under the trade name “GenCorp Cleaning Services” and no other name. Our principal business address is 14420 Elsworth St., Suite 105, Moreno Valley, California, 92553. GenCorp’s agent for service of process is disclosed in Exhibit D to this Franchise Disclosure Document.

Parents, Predecessors and Affiliates:

C & M Cleaning Services, Inc. has no parent companies. We have no predecessors or affiliates.

Prior Business Experience:

From January 2006 until January 2010, C & M Cleaning Services (William Salvador) was a Regional Master Franchise for OctoClean Franchising Systems, Inc. As the Regional Master Franchise, C & M Cleaning Services, Inc. sold approximately 27 franchises in California, some of which converted to GenCorp franchises in April 2010, or voluntarily closed. Other than this, we have never offered franchises in this or any other line of business.

We have operated one (1) GenCorp Cleaning Services Outlet which is similar to the franchise offered in this Disclosure Document since January 2006 located at 14420 Elsworth St., Suite 105, Moreno Valley, California, 92553.

We are not engaged in any other type of business activity.

Description of the Franchise

We offer franchises for the operation of a business providing commercial cleaning, janitorial and maintenance services to businesses, medical offices, and dental offices, industrial and educational establishments under the GenCorp trademarks, trade names, service marks, and logos (“Marks”). You must offer emergency service and meet our standards for timely communication and response to customers. In addition to basic services, you must offer and become qualified to provide floor and carpet cleaning and maintenance, power washing and window washing. If your client requests these additional services, you must inform GenCorp's sales team, so they may provide a quote. We may provide the service to the client or offer the opportunity to you to provide the requested service to the client at the price we have established. The franchise is operated under a business format in accordance with a unique system, including our valuable know how, information, trade secrets, methods, Manual, standards, designs, methods of trademark usage, copyrightable works, sources and specifications, software, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of the Business (collectively, the "System") owned and developed by us and known as GenCorp Cleaning Services ("Business"). We are designed to support you in your ongoing business efforts. We reserve the right to change or otherwise modify the System and add, modify, or delete any of our designs, processes, or services at any time in our sole discretion.

You must operate your Franchise in accordance with our standard business operating practices and sign our standard franchise agreement ("Franchise Agreement"), which is attached to this Disclosure Document as Exhibit B. We have been offering GenCorp franchises since February 2010.

The Market and Competition

The franchise targets its services to the commercial and industrial businesses. You will be offering services and possibly supplies to property and business owners and managers. We will supply accounts to you initially based on the Business Package you choose. You may obtain additional accounts on your own or purchase additional or replacement customers from us at our discretion and as available. You may have to compete with other businesses including franchised operations, national chains, and independently owned companies offering similar services to customers. The market for a commercial cleaning and janitorial service business is well developed and competitive. You will also face other normal business risks that could have an adverse effect on your Franchise. These may include industry developments, such as pricing policies of competitors, and supply and demand.

Regulations

As a franchisee, you may be subject to general business, employment and other laws and regulations. You should consult with your attorney and local, state and federal government agencies before buying your GenCorp Franchise or any business to determine all legal requirements and consider their effects on you and cost of compliance. It is your sole responsibility, to investigate, satisfy and remain in compliance with all local, state and federal laws, since they vary from place to place and can change over time.

Many states and local jurisdictions have enacted laws, rules, regulations and ordinances that may apply to the operation of your business. Your Outlet may also be required to comply with various health standards and regulations. You must also comply with laws that apply generally to all businesses. You should investigate these laws.

You must comply with employment, health and safety, workers' compensation, insurance, licensing, and similar laws and regulations. The laws in your state or municipality may be more or less stringent. You should examine these laws before purchasing a Franchise from us.

General

This Disclosure Document sets forth the terms on which we currently offer GenCorp Franchises. We may have offered GenCorp Franchises individually or under multi-unit Agreements in the past, or may currently offer GenCorp Franchises in other states or countries, on economic and/or other terms which differ from those offered by this Disclosure Document and there may be instances where we have varied, or will vary, the terms on which we offer Franchises to suit the circumstances of a particular transaction. We strongly urge you to carefully review all documents with independent advisors who can provide legal, business and/or economic guidance, such as a lawyer and/or accountant.

We retain the right, in our Business Judgment, to award, or not award, a GenCorp Franchise to you, regardless of the stage of the franchise award process, costs expended by you or otherwise.

You should understand that every detail of your GenCorp Franchise will be important not only to you, but to us and to all GenCorp Franchisees in order to: (a) maintain high and uniform operating standards based on the GenCorp core operating values, including the use of approved cleaning chemicals, equipment and supplies; (b) increase the demand for the products and services sold by GenCorp Franchises: and (c) maintain a reputation for offering uniform and high quality products and services, ethical business practices and integrity. A fundamental requirement of your joining and remaining part of the GenCorp System will be your commitment to the operation of your GenCorp Franchise consistent with the then-current GenCorp System Standards. During the term of the Franchise, you must, at all times, develop and operate your GenCorp Franchise in compliance with all GenCorp System Standards, as we may modify in the future.

ITEM 2
BUSINESS EXPERIENCE

CEO: William Salvador

Mr. Salvador has been President and CEO of C & M Cleaning Services, Inc. since inception in January 2006, located in Orange County, California

Vice President: Kathy A. Salvador

Ms. Salvador has been Vice President of C & M Cleaning Services, Inc. since inception in January 2006 located in Orange County, California.

Director of Operations/Sales: Elizabeth Hernandez

From January 2008 to the present, Ms. Hernandez has been employed by GenCorp in various capacities. Beginning in 2008, Ms. Hernandez was our receptionist. In 2010, Ms. Hernandez was promoted to Director of Operations/Sales. She is based in Orange County, California.

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 ranges between $8,500 and $27,500 depending on which Business Package you choose. Business Packages are based on the monthly volume of the accounts. (See chart below). The Initial Franchise Fee is due when you sign the Franchise Agreement unless you choose, and we agree to finance a portion of your Franchise Fee. Except as described below, the Initial Franchise Fee is fully earned upon payment, and there are no refunds under any circumstances. This fee will go into our general operating fund to be used to defray our costs of recruiting and qualifying new Franchises, as well as other operating expenses associated with our business.

IN THE STATE OF CALIFORNIA, YOU MUST PAY TO US THE INITIAL FRANCHISE FEE WHEN WE HAVE FULFILLED ALL OF OUR INITIAL OBLIGATIONS TO YOU AND YOU ARE OPEN FOR BUSINESS

In the event that the GenCorp determines that you and your manager cannot satisfactorily complete the Initial Training Program, the GenCorp may declare this Agreement to be terminated, subject to the survival of the post termination obligations and the terms and conditions of the confidentiality agreement, and you will be refunded any amounts paid less training instructor cost of up to $1,500.

Business Packages:

Packages	Initial Monthly Business	Initial Fee Amount	Down Payment	Amount Financed	Terms/ Month	Monthly Payment + 10 % Interest	Total Amount Paid
Option 1	$1,000	$8,500	$1,800	$6,700	24	$309.17	$9,220.08
					30	$253.34	$9,400.20
					36	$216.19	$9,582.84
Option 2	$1,500	$10,000	$3,000	$7,000	24	$323.01	$10,752.24
					30	$264.68	$10,940.40
					36	$225.87	$11,131.32
Option 3	$2,000	$11,000	$2,500	$8,500	24	$392.23	$11,913.52
					30	$321.40	$12,142.00
					36	$274.27	$12,373.72
Option 4	$3,000	$13,000	$7,500	$5,500	24	$253.80	$13,591.20
					30	$207.96	$13,738.80
					36	$177.47	$13,888.92
Option 5	$4,000	$15,500	$9,000	$6,500	24	$299.94	$16,198.56
					30	$245.77	$16,373.10
					36	$209.74	$16,550.64
Option 6	$5,000	$17,500	$10,500	$7,000	24	$323.01	$18,252.24
					30	$264.68	$18,440.40
					36	$225.87	$18,631.32
Option 7	$6,000	$19,500	$12,000	$7,500	24	$346.09	$20,306.06
					30	$283.59	$20,507.70
					36	$242.00	$20,712.00
Option 8	$7,000	$21,500	$13,500	$8,000	24	$369.16	$22,359.84
					30	$302.49	$22,574.40
					36	$258.14	$22,793.04
Option 9	$8,000	$23,500	$15,000	$8,500	24	$392.23	$24,413.52
					30	$321.40	$24,642.00
					36	$274.27	$24,873.72
Option 10	$9,000	$25,500	$16,500	$9,000	24	$415.30	$26,467.20
					30	$340.30	$26,709.00
					36	$290.40	$26,954.40
Option 11	$10,000	$27,500	$18,000	$9,500	24	$438.38	$28,521.12
					30	$359.21	$28,776.30
					36	$306.54	$29,035.44

Note: All Options Include a janitorial start up kit.

You pay us or our affiliates no other fees or payments for services or goods before your business opens. Your initial Cleaning Supplies inventory is included in the Franchise Fee.

ITEM 6
OTHER FEES

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	5% of amount billed and collected from customer for services and products you provide. Gross Revenue (Note 1, 2)	Deducted Monthly on the last day of each month.	Required of all Franchisees. We perform all billing and collection services for the services and supplies you provide to your customers. We make monthly payments to you after deducting all fees due us. See Item 11 of the Disclosure Document and Section 4.02 of the franchise agreement.
Administrative Fee	10% of amount billed and collected from customer for services and products you provide. (Note 1, 2)	Deducted Monthly on the last day of each month.	Required of all Franchisees. We perform all billing and collection services for the services and supplies you provide to your customers. We make monthly payments to you after deducting all fees due us. See Item 11 of the Disclosure Document and Section 4.02 of the franchise agreement.
Fees for additional accounts purchased from us – Sales and Marketing Fees	Amount equal to3 months of the contractual amount billed to the customer (note 10)	Deducted Monthly on the last day of each month.	You may purchase accounts from us at our discretion and as available.
National Marketing Fund	2% of Gross Revenue (Note 2)	Due on the 10th of each month	Not currently in effect, but in the future, 2% of Gross Revenues may be required of all Franchisees.
Additional Assistance at Your Franchise	$500 per day (two day minimum) plus travel and living expenses (Note 4)	As incurred	Additional charges only incurred for at-franchise assistance beyond the initial training.
Inventory/Cleaning Supplies	Prices to vary based on usage. Estimated at $100 per order	As incurred	Us
Penalty for employee no-show for Initial Training	$25.00 (Note 3)	As incurred	Us. Payable in the same manner as the Royalty Fee
Penalty for non-return of client property (Note 7)	$250 per day	As incurred	Us. Payable in the same manner as the Royalty Fee
Penalty for non-compliance (Note 8)	$50 per occurrence	As incurred	Us. Payable in the same manner as the Royalty Fee
Penalty for Failure to service client (Note 9)	$175 minimum	As incurred	Us. Payable in the same manner as the Royalty Fee
Transfer Fee	$0 - 1,000. (Note 5)	Prior to acceptance of transfer	Payable before you sell your franchise.
Training of Transferee	$500	Prior to acceptance of transfer	Payable before you sell your franchise.

Type of Fee	Amount	Due Date	Remarks
Liquidated Damages	Will vary under circumstances	Within 15 days of termination	If we terminate your Franchise Agreement for cause, you must pay us within 15 days after the effective date of termination liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is higher.
Costs and Attorneys' Fees	Will vary under circumstances	On demand	If you default under your agreement, you must reimburse us for the expenses we incur (such as attorneys' fees) in enforcing or terminating the agreement.
Indemnification	Will vary under circumstances	On demand	You must reimburse us for the costs we incur if we are sued or held liable for claims that arise from your operation of the Franchised Business or for costs associated with defending claims that you used the Proprietary Marks in an unauthorized manner.
Audit	Cost of audit plus 1.5% interest per month on understatement. Varies but can range from $0 to $500	30 days after billing	We pay all audit costs unless the audit shows an understatement of at least 1% of Gross Revenue for any month. Also payable for failure to submit required reports.
Fees for Lost Manual	Actual replacement cost	Upon ordering	You must replace any Manual that is lost, stolen or destroyed. The Manual remains our property.
Insufficient Funds Service Charge	$100 per occurrence	On demand, if incurred	Payable if there are insufficient funds in your account to pay fees due to us. If you incur three insufficient funds service charges in any 12-month period, we have the right to terminate your Franchise Agreement. Unpaid amounts will also accrue interest.
Interest	1.5% per month	30 days after due date	Franchisees must pay interest on late payments in the amount of 1.5% per month, or the maximum interest rate allowed by applicable law, whichever is less.
Franchise Renewal Fee	Currently $2,000	30 days prior to renewal	Initial franchise term is 5 years. The renewal term is 5 years.
Computer and Communications Equipment Upgrades and Maintenance	Varies but can range from $0 to a maximum of $1,000 per year	As incurred or as agreed	You must purchase upgrades and pay for maintenance for your computer and communications equipment, including upgrades for any required proprietary software, when we require you to do so.

Notes:

(1) Except where otherwise specified, we or our affiliates impose all the fees in this table, you pay them to us or our affiliate, and we (or our affiliate) do not refund them. We perform all billing and collection services for the services and supplies you provide to your customers. We make monthly payments to you after deducting all fees due us. See Item 11 of the Disclosure Document and Section 5.03 of the Franchise Agreement.

(2) "Gross Revenues" means the total of all receipts derived from gross revenue receipts, whether the receipts are evidenced by cash, credit, checks, services, property, or other means of exchange. Gross Revenue excludes only sales tax receipts that you must by law collect from customers and that you actually pay to the government, promotional or discount coupons to the extent that Franchisee realizes no revenue, and employee receipt of services, if free, or any portion not paid for by an employee.

(3) Training for you and your Manager and all employees is included in the Initial Franchise Fee. You will, however, be required to pay a penalty of $25.00 per person for each person scheduled to attend training that does not show up.

(4) Ongoing assistance by telephone is included. We will charge you the Additional Assistance fee only if you require additional assistance at your franchise. Fees for additional assistance can be increased or decreased by us at any time in our discretion.

(5) No Transfer Fee is required if you transfer your Outlet to a corporation in which you are the majority stockholder, or if you transfer the Outlet to your child, parent, sibling, or spouse. In all other cases, you must pay a Transfer Fee of $1,000.

(6) If you lose a client or account, you must return the keys and all other property of the client within that same business day of losing the account. Failure to return the clients property before close of business that day will incur a Fee of $250 per day

(7) You are required to return all phone calls from corporate within 30 minutes, always be in uniform, and always wear your ID badge. Failure to comply with these rules will result in a Penalty Fee of $50.00 per occurrence.

(8) If you fail to provide service to a client for any reason (other than death) you will be charged a $100 fee for failure to provide service as well as $75 per hour for each hour the replacement cleaning crew is on your client's location. Failure to provide service can also result in loss of client, or termination of your Franchise Agreement. See ITEM 11 for more detailed information.

(9) You may purchase new or replacement accounts from us at our discretion and as available. The cost for these purchases will be an amount equal to 3 months of the contractual billing of the client.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount (Low)	Amount (High)	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (Note 1)	$8,500	$27,500	Lump sum or as agreed	Upon signing of a Franchise Agreement	Us
Travel and Living Expenses	$500	$1,500	As incurred	During training	Airlines, Hotels, Restaurants, etc.
Rent or Real Estate (Note 2)	$0	$1,500	As determined by Lessor	Prior to opening	Lessor

Type of Expenditure	Amount (Low)	Amount (High)	Method of payment	When due	To whom payment is to be made
Furniture & Fixtures	$2,000	$5,000	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Signage	$500	$1,000	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Miscellaneous Opening Costs (Note 3)	$300	$1,000	As incurred	Prior to opening	Suppliers, Utilities, etc.
Initial Inventory (Note 4)	$0	$0	As incurred, First supplies included in the Initial Franchise Fee	Prior to opening	Approved Suppliers, Us,
Advertising/Marketing (3 months)	$0	$2,000	As incurred	Prior to opening and during first three months	Distribution Service and Media
Insurance (Yearly basis) (Note 5)	$50	$500	As determined by Insurance Company	Prior to opening or as arranged with Insurance Company/Agent	Insurance Company/Agent
Computer Equipment and Proprietary Software (Note 6)	$1,000	$2,000	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Additional Funds for Initial three (3) Months (Note 7)	$1,000	$3,000	As incurred	As incurred	Suppliers, Utilities
TOTALS (Note 8)	**$13,850**	**$45,000**			

Notes:

(1) GenCorp will approve or decline your application within 45 days of our receipt of your completed application. Your Franchise Fee will be due upon signing the Franchise Agreement and is fully earned upon payment. We will not refund the Initial Franchise Fee under any circumstances. Should you qualify, and we agree, at our sole discretion we may finance a portion of your Initial Franchise Fee. Financing options are explained more fully in ITEM 10. In the event that the GenCorp determines that you and your manager cannot satisfactorily complete the Initial Training Program, the GenCorp may declare this Agreement to be terminated, subject to the survival of the post termination obligations and the terms and conditions of the confidentiality agreement, and you will be refunded any amounts paid less training instructor cost of up to $1,500.

(2) Rent/Real Estate**:** This is a home-based business and a commercial location is not required.

(3) Includes other deposits, utility costs, telephone, Internet, and communications costs and incorporation fees.

(4) The initial cleaning supplies inventory is included in the Franchise Fee. GenCorp requires that only approved and proper cleaning chemicals, equipment and supplies be used in the operation of your franchise, some of which must be purchased from Us.

(5) You must maintain insurance policies in amounts as specified by us periodically in the Manual and as described in Item 8. You are required, at your sole expense, to maintain an insurance policy or

policies naming us as an additional insured on the face of each policy in minimum amounts as follows: Workers' compensation and employees liability insurance as prescribed by state law; public liability insurance covering property damage, loss and personal injury in amounts not less than $1,000,000 in aggregate, containing no exclusion for property in your care; motor vehicle liability insurance covering every vehicle operated by or on behalf of your business to at least $300,000; and janitorial bonding in an amount not less than $10,000.00. We may adjust coverage requirements and limits each year. You must at all times carry this insurance with liability limits no less than shall be required by applicable laws and government regulations, and it is your responsibility to know and comply with the law.

(6) While we do not require any specific vendors for computer, Internet, and communications equipment, we require that you meet certain minimum standards established periodically in the Manual. You may be required to purchase or lease certain software for the operation of your franchise.

(7) This estimates your initial startup expenses for an initial three-month period, not including payroll costs, and does not include any revenue generated by the operation of your Business. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Business. Your expenses will depend on factors such as: how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions (e.g., the local market for commercial cleaning and janitorial service), the prevailing wage rate, competition and the sales level reached during the initial period.

(8) The total investment depends mainly on how many established accounts are purchased (see Item 5). We relied on a combined 56 years of experience in the commercial cleaning service business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. If you obtain financing from us or others to pay for some of the expenditures necessary to establish and operate the franchise, the cost of financing will depend on your creditworthiness, collateral, lending policies, financial condition of the lender, regulatory environment, and other factors.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We require that you establish and operate your franchised Franchise in compliance with your Franchise Agreement. You must strictly follow our specifications as set forth in the operations manual we provide to you or other written materials from us (collectively, the "Manual"), which we may modify from time to time, and which may be in print or electronic format. We reserve the right to require you to use an electronic version of the Manual and to require you to access the document using the Internet or an intranet created and supported by us. Our standards and specifications have been prescribed in order to maintain a uniform standard of high quality, value, advertising support and availability to be furnished to the public in connection with our Marks. In operating the Franchise, all cleaning chemicals, equipment, supplies and Outlet designs must conform to our standards and specifications and GenCorp requires that only approved and proper cleaning chemicals, equipment and supplies be used in the operation of your franchise. In the future, we may modify our cleaning chemicals, equipment, supplies and Outlet design specifications.

In order to maintain our high standards of customer service and quality products offered, you must purchase the cleaning supplies only from Us and you may not purchase these from any other supplier. Any equipment used in the operation of the franchise must be purchased from our approved suppliers, or from suppliers that meet our specifications and as approved by Us. At the present time, GenCorp is an approved or designated supplier of these items and the only approved supplier of cleaning supplies.

GenCorp estimates that the cost of the cleaning supplies and equipment that must be purchased from Us and/or designated or approved suppliers or in accordance with GenCorp's specifications will represent approximately 0% of your total purchases in connection with the establishment of your business (initial cleaning supplies included in Franchise Fee) and will represent from 1% to 2% of your ongoing expenses.

We expect to derive some income from Franchisees' required purchases from designated and approved suppliers in the next and following fiscal years through a program of rebates from some of our designated or approved suppliers. These rebates serve to partially reimburse us for our costs in the initial sourcing, approval and ongoing monitoring of compliance with our quality standards by our suppliers, but we may receive rebates in excess of our cost to source, approve and monitor suppliers. In the fiscal year ended December 31, 2020, neither we nor our affiliates derived revenue from purchases or leases made by our Franchisees.

Other than Us, there are no approved suppliers in which any of our officers owns an interest.

If you would like to purchase these items from another supplier, you may request our "Supplier Approval Criteria and Request Form." Based on the information and samples you supply to us, we will test the items supplied and review the proposed supplier's business reputation, delivery performance, credit rating and other information. We expect to complete our review and advise you of our decision within 30 days after you submit the required information. The specifications and standards for these required purchases are in the Manual. We reserve the right to disapprove any vendor that does not meet our standards or revoke approval of previously approved vendors whose performance falls below our standards. We will make any approvals of new vendors or revoke approval of vendors in writing based on the vendor's credit worthiness, delivery standards, and cost and will incorporate our decision in the Manual. Once you have received written notification of our approval or revocation, you must begin or cease using the vendor immediately. The specifications and standards for these required purchases are in the Manual.

We do not have any purchasing or distribution cooperatives as of the date of this Disclosure Document. We may negotiate purchase arrangements with other suppliers and distributors for the benefit of our Franchisees in the future and we may receive rebates or volume discounts from our purchase of equipment and supplies that we resell to you. We do not provide material benefits, such as renewing or granting additional franchises, to Franchisees based on their use of designated or approved suppliers.

Leases

This Franchise is primarily home based; therefore, we have no lease or rental requirements.

Insurance

You must, at all times and at your sole expense, maintain insurance with liability limits no less than shall be required by applicable laws and government regulations, and it is your responsibility to know and comply with these laws. The current insurance requirements, which must name GenCorp as an additional insured on the face of each policy, are as follows:

A. If you have employees, workers' compensation and employer's liability insurance in amounts prescribed by law in your territory;

B. Fire and lightening, extended coverage, theft, vandalism and malicious mischief, flood (if the Franchise is in a Designated Flood Hazard Area), and sprinkler leakage insurance on the Franchise and all fixtures, equipment, supplies and other property used in the operation of the Franchise, for not less than 100% of the replacement value of the same, except that an appropriate deductible clause will be permitted;

C. Comprehensive general liability insurance and product liability insurance coverage in such amounts and upon such terms as may from time to time be customary for a commercial cleaning and janitorial service business located in your Territory, but not less than $1,000,000 in aggregate, insuring both you and GenCorp against all claims, suits, obligations, liabilities and damage, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage relating to the use or condition of the Franchise and must contain no exclusions for property in your care; and

D. Janitorial bonding in an amount no less than $10,000; and

E. Motor Vehicle insurance covering every vehicle owned and/or operated on behalf of your franchise in an amount of at least $300,000; and

F. Such additional insurance as may be required by the terms of any lease or mortgage for the Franchise.

G. We may adjust coverage requirements and limits each year, or as required by law.

Computer Requirements

We do not currently require you to purchase any particular computer hardware brand to establish or operate the Business, but we do specify the standards for computer and communication equipment and Internet access. You may be required to purchase software to use in the operation of your Franchise. We reserve the right to require you to specify computer hardware or software, and other communications equipment, and to specify other computer-related and communications standards in the future.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Franchise Agreement	ITEM in Disclosure Document
A	Site selection and acquisition/lease if any	Sections 8.02 & 10.02	Not Applicable
B	Pre-opening purchases/leases	Sections 10.02 & 12.06	ITEM 11
C	Site development and other pre-opening requirements	Sections 10 & 12	ITEM 11
D	Initial and ongoing training	Sections 8.04 & 8.05	ITEM 11
E	Opening	Section 8.06	Not Applicable
F	Fees	Section 5	ITEM 5, 6, & 7
G	Compliance with standards and policies/Manual	Section 7.04, 12.02, 12.03	ITEM 11
H	Trademarks and proprietary information	Section 6 & 7	ITEM 13 & 14
I	Restrictions on and services offered	Sections 8.03, 12.06	ITEM 8 & 16
J	Warranty and customer service requirements	Section 12	ITEM 1, 8 & 11
K	Territorial development and sales quotas	Section 4 and Attachment I	ITEM 11 & 12
L	Ongoing Product and service purchases	Section 12	ITEM 8 & 16
M	Maintenance, appearance and remodeling requirements	Sections 10.01, 10.04 12.02, 12.03	ITEM 11
N	Insurance	Section 12.08	ITEM 8
O	Advertising	Section 9	ITEM 11
P	Indemnification	Section 12.14	Not Applicable
Q	Owner's participation/management staffing	Sections 12.04	ITEM 15
R	Records and reports	Section 7	Not Applicable
S	Inspection and audits	Section 11	Not Applicable
T	Transfer	Section 14	ITEM 17
U	Renewal	Section 3	ITEM 17
V	Post-termination obligations	Sections 13.03, 13.04	ITEM 17
W	Non-competition covenants	Sections 7.05, 15.01, Attachment VII	ITEM 17
X	Dispute resolution	Section 16	ITEM 17
Y	Other	Not Applicable	Not Applicable

ITEM 10
FINANCING

Except as stated below, neither GenCorp, nor any agent or affiliate of ours offers direct financing. Other than described below, we do not guarantee your note, lease, or obligation. Except as described below we do not currently place financing with anyone and do not receive any payment or other benefit for placement of financing. We do not have any past or present practice to sell, assign or discount to any third party, in whole or in part, any financing arrangements. We reserve the right to offer further financing or assist Franchisees in obtaining financing in the future.

At our sole discretion and if you qualify, we may offer you financing for your initial franchise fee through us or a third party. The following table summarizes the financing we may offer you for your initial franchise fee if you qualify:

SUMMARY OF FINANCING OFFERED

ITEM FINANCED (SOURCE)	AMOUNT FINANCED	DOWN PAYMENT	TERM (MONTHS)	APR %	MONTHLY PAYMENT	PREPAY PENALTY	SECURITY REQUIRED	LIABILITY UPON DEFAULT	LOSS OF LEGAL RIGHT ON DEFAULT
Part of the total Initial franchise fee (Us) (1)	$6,700 to $9,500 (1)	$1,000 to $16,500 (1)	24, 30 or 36 Months (1)	10% See Note (5) below	24, 30 or 36 equal monthly installments	None	Partner or Shareholder and Personal Guarantee and Pledge of the Franchise (2)	Late Penalty; Acceleration of Amounts Due; Fees, Loss of Franchise, (3)	Waiver of Trial by Jury and Right to Interpose Any Defense, Set-Off or Counterclaim of Any Nature or Description (4)

At our discretion and if you choose, we may offer you the option to finance a portion of your Initial Franchise Fee. We may finance between $6,700 and $9,500 of your Franchise Fee as described in the chart below. The Note is paid in 24, 30 or 36 equal monthly installments at an interest rate of 10%. A copy of the Promissory Note is attached as Attachment VI to the Franchise Agreement.

Packages	Initial Monthly Business	Initial Fee Amount	Down Payment	Amount Financed	Terms/ Month	Monthly Payment + 10 % Interest	Total Amount Paid
Option 1	$1,000	$8,500	$1,800	$6,700	24	$309.17	$9,220.08
					30	$253.34	$9,400.20
					36	$216.19	$9,582.84
Option 2	$1,500	$10,000	$3,000	$7,000	24	$323.01	$10,752.24
					30	$264.68	$10,940.40
					36	$225.87	$11,131.32
Option 3	$2,000	$11,000	$2,500	$8,500	24	$392.23	$11,913.52
					30	$321.40	$12,142.00

Packages	Initial Monthly Business	Initial Fee Amount	Down Payment	Amount Financed	Terms/ Month	Monthly Payment + 10 % Interest	Total Amount Paid
					36	$274.27	$12,373.72
Option 4	$3,000	$13,000	$7,500	$5,500	24	$253.80	$13,591.20
					30	$207.96	$13,738.80
					36	$177.47	$13,888.92
Option 5	$4,000	$15,500	$9,000	$6,500	24	$299.94	$16,198.56
					30	$245.77	$16,373.10
					36	$209.74	$16,550.64
Option 6	$5,000	$17,500	$10,500	$7,000	24	$323.01	$18,252.24
					30	$264.68	$18,440.40
					36	$225.87	$18,631.32
Option 7	$6,000	$19,500	$12,000	$7,500	24	$346.09	$20,306.06
					30	$283.59	$20,507.70
					36	$242.00	$20,712.00
Option 8	$7,000	$21,500	$13,500	$8,000	24	$369.16	$22,359.84
					30	$302.49	$22,574.40
					36	$258.14	$22,793.04
Option 9	$8,000	$23,500	$15,000	$8,500	24	$392.23	$24,413.52
					30	$321.40	$24,642.00
					36	$274.27	$24,873.72
Option 10	$9,000	$25,500	$16,500	$9,000	24	$415.30	$26,467.20
					30	$340.30	$26,709.00
					36	$290.40	$26,954.40
Option 11	$10,000	$27,500	$18,000	$9,500	24	$438.38	$28,521.12
					30	$359.21	$28,776.30
					36	$306.54	$29,035.44

GenCorp Cleaning Services financing documents are attached as Attachment VI to the Franchise Agreement. You must meet our minimum finance standards.

NOTES:
(1) The Initial Franchise Fee varies from $8,500 Dollars to $27,500. The financed amount is evidenced by the Promissory Note for the Initial Franchise Fee (the "Promissory Note") and is payable in 24, 30 or 36 equal monthly installments based on the Business Packages you choose. The monthly installment will be deducted from our monthly payment to you in the same manner as the Royalty and Administrative Fees. A Security Agreement secures the Promissory Note and the holder of the Promissory Note is entitled to the benefits of the security described in this document. We reserve the right to change the terms, interest rate, and amounts financed. (A copy of our Promissory Note and our Security Agreement for the Initial Franchise Investment appear in the Franchise Agreement as Attachment VI.

(2) If your business is a partnership, corporation or other recognized legal entity, the Promissory Note must be guaranteed individually by all partners or shareholders (See Attachment VI to the Franchise Agreement). The Promissory Note must be secured by your franchise.

(3) If you do not pay on time, we can charge a late penalty. In the case of nonpayment or other default under the Promissory Note, we can require immediate payment of all amounts due us, and/or terminate the franchise, and we can also collect our reasonable attorneys' fees and all costs and expenses of collection. (See Attachment VI to the Franchise Agreement).

(4) The Maker of the Promissory Note, in any litigation arising out of or relating to the Promissory Note in which a holder of the Promissory Note is an adverse party, waives trial by jury and the right to interpose any defense, set-off or counterclaim of any nature or description. (See Attachment VI to the Franchise Agreement).

(5) There is interest charged on the initial term of 2, 2.5 or 3 years. The interest rate for all Business Packages is 10% (See Attachment VI to the Franchise Agreement).

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

Before you begin your Business, we will:

1. Within 90 days after completion of the Initial Training, we will provide you with the names and addresses of the janitorial accounts based on the Initial Business Package you purchased. You may reject the Initial Business Package; however, GenCorp will then be entitled to an additional 90 days to offer another Initial Business Package. (See Sections 4.02 and Attachment 1 to Franchise Agreement).

2. Loan you a copy of our confidential operating Manual, which contains mandatory and suggested specifications, standards, operating procedures and rules. The Manual is confidential and remains our property. We may modify the Manual from time to time, but the modification will not alter your status and rights under the Franchise Agreement. (See Section 7.04 of the Franchise Agreement). We have included a copy of the Table of Contents of our Manual as Exhibit F to this Franchise Disclosure Document.

3. Provide you with the equipment and supplies that are included in the Initial Business package you purchased Your initial supplies and equipment are included in the franchise fee; however, we will provide you a list of the names of approved suppliers from whom you may purchase in the future. Upon request, we will provide written specifications for these items (See Section 4.04 of the Franchise Agreement).

4. You should be able to open your Business within 90 to 180 days of completion of Initial Training. The factors that affect this time are the ability to obtain general business permits, training, or financing and your acceptance of the Initial Business Package. If you do not make reasonable efforts to open your franchise by the end of six months, including acceptance of your

Initial Business Package as described above, we may terminate the Franchise Agreement and retain all monies received. (See Section 10 of the Franchise Agreement).

During the operation of the franchised business, GenCorp will:

1. Research new equipment, supplies, services and methods of doing business and provide you with information concerning developments of this research. (See Sections 8.08 and 8.09 of the Franchise Agreement).

2. Offer you a reasonable amount of continuing advisory services by telephone during normal business hours. We may also provide to you visits by our field representative, but any additional on-site consultation or advisory services you request may incur a fee. (See Sections 8.04, 8.05 and 8.06 of the Franchise Agreement).

3. Provide periodic, surprise quality assurance inspections to your customer's location to ensure that our high standards of customer service and quality are being met by you. Our business depends completely on the quality and timeliness in which you provide services. Should you be unable, refuse, or cease to provide service, or should you fail to correct a deficiency, GenCorp will provide service to the customer directly either by sending another GenCorp Franchisee, corporate employee, or subcontractor. GenCorp will impose a penalty to you of $100 plus $75 per hour for each hour the replacement cleaning crew sent by us is at the customers' location. (See Sections 5.05 and 12.05 of the Franchise Agreement).

4. Consult with you regarding operational or customer issues or problems. (Section 8.06 of Franchise Agreement).

5. Provide to you the Initial Business Program within 90 days of completion of the Initial Training. (Franchise Agreement Section 4.02). Replacement of lost accounts will only occur if the client declares bankruptcy, moves out of our service area or state, or obtains another cleaning service that is charging less. Clients will not be replaced if they cancel due to poor service, any issue where the franchisee is at fault, or if you have serviced the client for more than one (1) year. (See Section 4.02 of the Franchise Agreement).

6. Provide for purchase as available and at our discretion, additional or replacement customers. The cost of the additional or replacement customers will be in the amount of Three (3) times the first months' service fee. If any customer provided and purchased from us terminates within the first twelve months through reasons other than work quality or timeliness, we will provide you with new janitorial accounts that equal the same billing amount. (See Sections 5.08 of the Franchise Agreement).

7. Provide replacement of lost accounts only if the client declares bankruptcy, moves out of our service area or state, or obtains another cleaning service that is charging less. Clients will not be replaced if they cancel due to poor service, any issue where the franchisee is at fault, or if you have serviced the client for more than one (1) year. (See Sections 4.02 of the Franchise Agreement).

8. Provide you with billing and collection services. We will invoice your customers for your services and costs of goods sold. We will pay you monthly, on the last day of each month,

for your portion of the revenues collected. From your portion, we will deduct the monthly 5% Royalty Fee, 10% Administrative Fee, any costs for the purchase of new customers from us (sales and marketing), any notes due and any other fees or payments due to us at the time of deduction. (Section 4.03 of the Franchise Agreement).

9. We may but are not obligated to offer you from time to time additional services requested by the clients, including, carpet and floor cleaning and maintenance, power washing services and window washing services. We will offer these services at the price established with the client minus any administrative fees described in section 8 above. (Section 4.03 of the Franchise Agreement).

10. We will include information about your Franchise on our Web site. (See Section 8.11 of the Franchise Agreement).

11. We may provide to you a toll-free support line. While we currently do not charge a fee, we reserve the right to charge an additional fee for this service. (See Section 8.06 of the Franchise Agreement).

12. We may implement a centralized purchasing system for you and negotiate prices and terms with suppliers. We may receive rebates from the suppliers for these purchases. We reserve the right to use these funds in our sole discretion. (See Section 8.10 of the Franchise Agreement).

13. We may hold periodic regional or national conferences to discuss on-going changes in the industry, operational techniques, developments, personnel training, bookkeeping, accounting, advertising programs and new service procedures. You are required to attend these conferences. When we hold mandatory conferences, you will not be required to pay a conference fee, but you must pay all of the travel and living expenses for you and any other employees who attend. These conferences will be held at our corporate headquarters or at another franchise chosen by us. We may provide other conferences from time to time, and you may be required to pay a conference fee for these additional conferences based upon the direct costs to us of retaining speakers and other direct expenses associated with the conference. We will not receive any net income from these conferences. (See Section 8.05 of the Franchise Agreement).

14. Provide marketing, promotional materials, and services to you. Materials provided may include video and audiotapes, copy-ready print marketing materials, posters, banners and miscellaneous items. You will receive one sample of each at no charge. If you want additional copies you must pay duplication costs. We may use both outside advertising and marketing agencies and internal staff to create advertising. You may develop marketing materials for your own use, at your own cost. We must approve the marketing materials in advance and in writing within fifteen days from receipt. We reserve the right to utilize marketing developed by you for the use of all Franchisees without any payment or other compensation to you. (See Section 9.03 of the Franchise Agreement).

15. There are no restrictions on your marketing; except that you may not advertise independently on the World Wide Web and that your advertising must be approved by us. (See Section 9 of the Franchise Agreement).

Training Programs

Within 60 days of your signing the Franchise Agreement, or any other time as may be mutually agreed upon, train you and your designated Manager as follows:

Training Program

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Orientation	Minimum of 1 Hour	None	Moreno Valley, California
Safety and Insurance	Minimum of 4 Hours	None	Moreno Valley, California
Cleaning & Maintenance Procedures	Minimum of 5 Hours	Minimum of 5 Hours	Moreno Valley, California
Basic Management	Minimum of 2 Hours	None	Moreno Valley, California
Operation	Minimum of 12 Hours	Minimum of 4 Hours	Moreno Valley, California
TOTALS	**Minimum of 24 Hours**	**Minimum of 9 hours**	

Our training staff consists of William Salvador and Kathy A. Salvador who have had more than 30 years combined and individually have 15 years' experience in various operational capacities relating to the operation of a GenCorp Cleaning Services business. In addition, each trainer has more than 17 years' individual experience and 34 years combined experience in the Cleaning Service industry. Training materials will consist of classroom and video training utilizing handouts, flyers, the Operations Manual and hands on training.

You and your designated Manager and all employees must attend our scheduled training, but we do not charge an additional fee for this training or service. You will, however, be required to pay the travel and living expenses for you, your designated Manager, and your employee(s). You must also pay a penalty of $25.00 for any employee scheduled to attend training that does not show up. All training, except any on-site training, will be held at our corporate headquarters in Moreno Valley, California, or at another designated franchise. You must complete this training to our satisfaction or repeat this training, at no cost. After satisfactorily completing this initial training, there is no mandatory training requirement provided there are no customer complaints, or GenCorp has determined that the quality of service provided by you is unacceptable. In this case, additional training will be mandatory but will be at no charge.

In the event that the GenCorp determines that you and your manager cannot satisfactorily complete the Initial Training Program, the GenCorp may declare this Agreement to be terminated, subject to the survival of the post termination obligations and the terms and conditions of the confidentiality agreement, and you will be refunded any amounts paid less training instructor fees of up to $1,500. (See Section 8.04 of the Franchise Agreement).

We may also provide to you on-site initial training at your janitorial customer's location and assistance with respect to operating activities within the first four weeks of the operation of your Franchise at no additional cost to you. (See Section 8.05 of the Franchise Agreement)/

Marketing Programs

Local

At the present time, you are not required to market on a local basis as an individual Franchise. (See Sections 9.02 of the Franchise Agreement).

National Marketing Fund

The National Marketing Fund is not in effect as of this Disclosure Document. However, in the future, you may be required to participate in multi-area marketing programs and national advertising. You may be required to pay to us a contribution to the Marketing Fund ("National Marketing Fund") in an amount equal to 2% of your Gross Revenue at the same time and manner as the Royalty Fee. We will hold the National Marketing Fund in a separate bank account and will be administered by GenCorp's marketing and accounting staff. All company-owned GenCorp Cleaning Services will be required to contribute to the National Marketing Fund on the same basis as Franchisees. We will use the National Marketing Fund for local, regional, national, or international advertising or marketing, development, and maintenance of any Internet or e-commerce programs, related expenses, and any media or agency costs. GenCorp will not derive income from the fund, but we may reimburse our administrative expenses incurred in administering the National Marketing Fund. We may also use the funds to offset or partially rebate the franchisee local media and printing expenses. Advertising expenditures may or may not be proportionate to your contributions or provide direct benefit to you or any other Franchisee. We will spend the National Marketing Fund in our discretion, and we have no fiduciary duty to you regarding the National Marketing Fund. We may accumulate these funds, and the balance may be carried over to subsequent years. If the National Marketing Fund operates at a deficit or requires additional funds at any time, we reserve the right to loan such funds to the National Marketing Fund on any terms we determine. An unaudited annual financial statement of the National Marketing Fund will be prepared within 120 days of the close of our fiscal year and will be available to any Franchisee upon request. (See Sections 9.04 of the Franchise Agreement).

Any advertising funds not spent in the fiscal year in which they accrue will be carried over to the next year. The fund will not be used to solicit the sale of franchises.

In the last fiscal year ending December 31, 2020, the Advertising Fund was not in effect; therefore, no funds have been spent on production, media placement, administrative expenses or other uses.

Other Advertising Information

There is no advertising council composed of franchisees that advises the franchisor on advertising policies. The Franchise Agreement does not give us the power to form, change or dissolve an advertising council.

Schedule for Opening

It is estimated that the length of time between completion of Initial Training and the opening of your Business will usually be about 90 to 180 days. Factors affecting this length of time include financing arrangements, scheduling and completion of the training program, accepting the Initial

Business Program and obtaining permits and licenses. (See Sections 5.08 of the Franchise Agreement).

Computer Systems, Proprietary Software, and Internet Access

We do not currently require you to purchase any particular brand of computer hardware to establish or operate the Business, but we do specify the standards for computer and communication equipment and Internet access You are required to purchase a computer system to facilitate day-to-day operations, which include e-mail access, record and file keeping capabilities as well as word processing for letters and other documents. The minimum requirement to run the software is a Windows 10 System based PC or laptop with 16 GB of RAM and 500 GB Hard Drive. You will need to purchase business software for accounting and bookkeeping. We do not currently specify which software you must utilize. We do not have independent access to your computer(s). This hardware and software may be obtained from any computer reseller such as Office Depot or Best Buy and will cost from $1,000 to $2,000. We reserve the right to specify computer hardware or software and to specify other computer-related standards in the future. You must have access to the Internet, have an electronic mail address and periodically check your electronic mailbox and the portion of our Web site devoted to franchise owners. We reserve the right to market and sell, over the Internet.
You may be required to upgrade your hardware and/or software in order to utilize the computerized system as technological advances require. We are not responsible for any maintenance, repairs, updates and upgrades to your computerized system. You will be responsible for any maintenance, repairs, updates and upgrades as well as the associated costs. You will not be required to upgrade your hardware or software more often than once a year, at a maximum cost of $1,000.

You are solely responsible for protecting yourself from viruses, computer hackers, and other communications and computer-related problems, and you may not sue us for any harm caused by such computer-related problems. You must also take reasonable steps to verify that any person or entity upon whom you rely is reasonably protected. This may include establishing firewalls, access code protection, anti-virus systems, and use of backup systems. (See Section 12 of the Franchise Agreement).

ITEM 12
TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control. Currently, we do not own or control any unit franchises or outlets that provide competitive services to janitorial accounts or any competitive brands but could do so in the future.

The franchise is not granted for a specific location You will be assigned to an Area designated in Attachment 1 to your Franchise Agreement. The Area is usually a designated Standard Metropolitan Statistical Area as derived from U.S. Census Bureau statistics but could be defined as a city or cities or a county or counties. The Area is not exclusive, and we may grant other franchises in the Area in our sole discretion and may license others to operate, under the Marks or other brands and sell any product or service in the Area. You will receive the names of certain accounts in the Area that you may continue to service as long as you perform your obligations to the customer's satisfaction. Should a customer provide a complaint to the Franchise, and you fail to correct the complaint to our satisfaction, you may lose that customer account, or face termination of your franchise.

The Franchise may be operated from a home-based location and the home address will be the Franchise address. We do not assist with site selection should you choose to operate from a different location. You should be able to open your Business within 90 to 180 days after completion of the Initial Training. Within 90 days after completion of the Initial Training, we will provide you with the names and addresses of the janitorial accounts based on the Initial Business Package you purchased. You may reject the Initial Business Package; however, GenCorp will then be entitled to an additional 90 days to offer another Initial Business Package. If you do not make reasonable efforts to open your franchise by the end of six months, including acceptance of your Initial Business Package as described above, we may terminate the Franchise Agreement and retain all monies received.

You may only operate the Service and solicit customers within your Area. You may not solicit or market your business to existing GenCorp clients or any account Franchisor is bidding on. Any account secured by Franchisee will be under contract with and administered by Franchisor.

If you are in good standing under the Franchise Agreement and otherwise meet the qualifications necessary to operate with additional volume/accounts, you may request to purchase additional volume/accounts. GenCorp may decline to sell you additional volume/accounts if it concludes there are insufficient accounts available or if you do not meet GenCorp's qualifications.

We do not operate or franchise, and have no current plans to operate, license or franchise, a competitive cleaning service or related business under our current or another a different trade name or trademark in your Area.

You must continue to service all accounts to the customer's satisfaction. GenCorp may solicit another franchisee to service the account if there is a customer complaint and you do not immediately resolve the complaint to the customer's satisfaction. There is no provision for compensating you in that case. GenCorp may also bid for jobs from your accounts that you cannot adequately service due to lack of equipment or the size of the account. You would receive no compensation if GenCorp obtained that business.

Continuation of your accounts is not dependent on the achievement of a certain sales volume or market penetration. However, GenCorp may terminate the franchise if you fail to perform the janitorial services to our quality standards or fail to immediately cure any customer complaint. We may also terminate the franchise agreement for theft, if you are careless with your customers' security, if you fail to pay your employee's or contractor's, or you misrepresent GenCorp.

ITEM 13
TRADEMARKS

We grant you the right to operate a business under our Marks, including the name "GenCorp Cleaning Services." You may also use our other current or future Marks as we may designate to operate your Business. You must indicate, as required in the Franchise Agreement and specified in the Manual, that you are an independent operator of the Franchise and shall use the appropriate trademark and copyright marks as indicated by us.

The following is a description of the principal Trademarks which we will license to you:

Description of Mark	Registration Date	Registration Number	Principal or Supplemental Register of the United States Patent and Trademark Office
Design Mark:	February 10, 2015	4684104	Principal
Word Mark: GENCORP CLEANING SERVICES	December 16, 2014	4656298	Principal

You must follow our rules when you use any of the Marks. You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate name or in any form on the Internet, including, but not limited to URLs, domain names, email addresses, locators, links, metatags or search techniques except as we license to you. You may not use any of the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized by us in writing. Guidelines regarding proper trademark use and notices are set forth in the Manual and will be updated from time to time in our discretion.

There is no currently effective determination of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, or any pending interference, opposition or cancellation proceeding, or any pending material litigation involving the Marks which are relevant to your use of these Marks. All required affidavits have been filed.

No currently effective litigation affects our use or ownership rights in a trademark. There are no currently effective agreements that significantly limit our rights to use or license the use of the Trademarks listed in this section in a manner material to the franchise.

We have the right to control and administrative proceedings or litigation involving a trademark licensed by us to you. You must notify us within three days of when you learn about an infringement of or challenge to your use of our Marks. We will take the action necessary, in our sole and absolute discretion, to protect the unauthorized use of our Marks, which may include payment of reasonable costs associated with the action. We will indemnify you for any claims of infringement or challenges from use of Marks, and will be solely for the defense and the cost thereof.

You must modify or discontinue the use of a Mark if we modify or discontinue use. If this happens, we will reimburse you for your tangible cost of compliance (for example, changing signs). You must not directly or indirectly contest our right to our Marks, trade secrets or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of our Marks. You should understand that there could be other businesses using trademarks, trade names, or other commercial symbols similar to our Marks with superior rights to our rights. Before starting your Franchise, you should research this possibility, using telephone directories, trade directories, Internet directories, or otherwise in order to avoid the possibility of having to change your Franchise name.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights:

We hold no patents. We have registered no copyright with the United States Copyright Office. However, we claim copyrights on certain forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in the GenCorp's Confidential Operating Manual.

There are no agreements currently in effect which significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the USPTO, the U.S. Copyright Office (Library of Congress) or any court pertaining to or affecting any of our copyrights discussed above. As of the date of this disclosure document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights which could materially affect your use of them in any state.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for Trademarks described in Item 13 of this disclosure document.

Confidential Information:

You may never - during the Initial Term, any Renewal Term, or after the Franchise Agreement expires or is terminated - reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our confidential information or give it to a third party except as we authorize.

Our confidential information will include services, technologies and procedures relating to the operation of a GenCorp Cleaning Services; systems of operation, services, programs, products, procedures, policies, standards, techniques, requirements and specifications which are part of the GenCorp System; the Manual: methods of advertising and promotion: instructional materials; and other matters.

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

You or a fully trained and qualified manager ("Manager"), both of whom have completed our training program, must directly supervise and participate in the actual day-to-day operation the Franchise on a full-time basis. Neither you nor your Manager may have an interest or business relationship with any of our business competitor(s).

If you are an entity, we do not require that your designated Manager own an equity interest in such entity. However, your designated Manager and each of your officers, directors, partners, shareholders or members, as applicable, must execute our standard Confidentiality and Covenant Not To Compete Agreement, a copy of which is attached to the Franchise Agreement as Attachment V. Other than the above, we make no other recommendations and have no other requirements regarding employment or other written agreements between you and your employees.

If your interest is subsequently assigned to a business entity, each of the entity's officers, directors, shareholders, partners, and members, plus any individual who owns, directly or indirectly, a 5% or greater interest in the entity must also assume and agree to discharge all of your obligations and comply with all restrictions under the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only products and services which are part of the GenCorp Cleaning Services system, and all services and products we incorporate into the GenCorp Cleaning Services system in the future, including cleaning chemicals, equipment and supplies. You must offer and sell all products and services that we designate as required for all Franchisees within your market area. GenCorp reserves the right, in our sole discretion, to change the types of authorized services upon reasonable notice to you. There are no contractual limits on GenCorp's right to make changes, but GenCorp will not make changes lightly. We also reserve the right to set maximum prices for use with multi-area marketing and special price promotions.

Currently, you must purchase and use only cleaning chemicals, supplies and equipment from us or our designated companies. We reserve the right in the future to designate alternate vendors from whom you will purchase cleaning supplies and equipment. You are not restricted as to individuals to whom you may offer services to.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

	Provision	Section in Franchise Agreement	Summary For Franchise Agreement
A	Length of the franchise term	Section 3	5 years.
B	Renewal or extension of term	Section 3	If you are in good standing you can additional terms of 5 years.
C	Requirements for franchisee to renew or extend	Section 3	Sign new agreement, be current in payments, pay the Renewal Fee. You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original contract, but the Continuing Royalty and Administrative Fee on renewal will be no greater than Royalties or Administrative Fees that we impose on similarly-situated renewing franchisees.
D	Termination by franchisee	Section 13.01	Default by us.
E	Termination by Franchisor without cause	Not Applicable	Not Applicable
F	Termination by Franchisor with cause	Section 13.02	We can terminate if you commit any one of several violations with a written 90 days notice.
G	"Cause" defined - curable defaults	Section 13.01(a)	You have 30 days to cure, including failure to comply with the System, non-payment of fees and other obligations, failure to comply with federal, state or local laws or regulations.
H	"Cause" defined - non-curable defaults	Section 13.01(b)	Non-curable defaults include misrepresentation by you, failure to complete initial training, bankruptcy, insolvency, or appointment of receiver, abandonment, trademark misuses and unapproved transfers. (Termination upon bankruptcy may not be enforceable under U.S. Bankruptcy Law.)
I	Franchisee's obligations on termination/nonrenewal	Sections 13.03, 13.04	Obligations include complete de-identification, non-competition and payment of amounts due.
J	Assignment of contract by Franchisor	Section 14	No restriction on our right to assign.
K	"Transfer" by franchisee - definition	Section 14.03	Includes transfer of contract or assets or ownership change.

	Provision	Section in Franchise Agreement	Summary For Franchise Agreement
L	Franchisor's approval of transfer by Franchisee	Section 14.04-14.06	We have the right to approve all transfers but will not unreasonably withhold approval.
M	Conditions of approval of transfer	Section 14.04	New Franchisee qualifies, Transfer Fee paid, purchase agreement approved, training by Franchisor arranged and paid, release signed by you, and current agreement signed by new Franchisee.
N	Franchisor's right of first refusal to acquire your Business.	Section 14.07	We can match any offer for your Business.
O	Franchisor's option to purchase your Business	Section 14.07	We may purchase Business if Franchise is terminated for any reason by Right of First Refusal.
P	Death or disability of Franchisee	Section 14.06	Franchise must be assigned by estate to approved transferee within 120 days.
Q	Non-competition covenants during the term of franchise	Section 15.01	No involvement in competing business anywhere in U.S.
R	Non-competition covenants after the franchise is terminated or expires	Section 15.01	No competing business for 2 years within 50 miles from another GenCorp Cleaning Services franchise, company-owned Franchise, or on the Internet (including after assignment).
S	Modification of agreement	Sections 7.04, 8.09, 18.02	No modifications generally but Manual subject to change.
T	Integration/merger clause	Section 18.01	Only the terms of the Franchise Agreement are binding (subject to state law). All representations and promises made outside the disclosure document and franchise agreement may not be enforceable. Nothing in this agreement or in any related agreement is intended to disclaim any of the representations made in the disclosure document.
U	Dispute resolution by arbitration or mediation	Section 16	Except for certain claims, all disputes must be arbitrated.
V	Choice of forum	Section 16.06	Arbitration and actions for injunctive relief, claims based on the Marks, or on covenants not to compete must be in the State of California.
W	Choice of law	Section 16.06	California law applies.

The provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy, law (11 U.S.C. Section 101 et seq.)

See the state addenda attached as Exhibit E to the Franchise Agreement and disclosure document for special state disclosures.

ITEM 18
PUBLIC FIGURES

We do not use any public figure 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 franchisee and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying: or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We have based the claims upon the business records and monthly billings to the franchisee's customers and have compiled the claims to the extent possible in a manner consistent with generally accepted accounting principles consistently applied. Written substantiation for the financial performance representation will be made available to you upon reasonable request.

The products and services offered by each franchisee, although essentially the same may vary slightly based on market conditions, demand for specific services and the cleaning requirements of customers. The gross annual sales attained by each franchisee will depend on a wide range of factors including, but not limited to, geographic differences, competition within the immediate market area, the quality of the service provided to customers by the franchisee and its employees and consumer demand for our products and services. The profitability of individual franchisees will depend on a number of factors which may vary due to the individual characteristics of each franchise. Factors affecting the net profits may include, but are not limited to, the costs of labor, insurance, supplies, and compliance with state and local laws regulating the provision of cleaning services, including any state-specific licensing requirements.

These projected income figures are derived from the Monthly Business Packages sold to GenCorp Franchises. As of December 31, 2020, there were 16 GenCorp Franchises, all of which had been in operation for the entire fiscal year. All 16 Franchises, or 100%, have achieved these figures during the period of January 1, 2020 through December 31, 2020. These 16 Franchisees each purchased one of the Estimated Monthly Business Packages described below, and were in operation for the entire fiscal year ended December 31, 2020. These income figures are only an estimate of what we think you can earn. There is no assurance that you'll do as well. If you rely upon these figures, you must accept the risk of not doing as well.

Other than the information set forth below, we do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, income or profits of a GenCorp Cleaning Business.

Some outlets have earned this amount. There is no assurance that you'll do as well. If you rely upon our figures, you must accept the risk of not doing as well.

We estimate that your annual gross sales will be between $12,000 and $120,000 based on the Monthly Business Package you select as listed below.

Packages	Monthly Business	Estimated Annual Gross Sales
Option 1	$1,000	$12,000
Option 2	$1,500	$18,000
Option 3	$2,000	$24,000
Option 4	$3,000	$36,000
Option 5	$4,000	$48,000
Option 6	$5,000	$60,000
Option 7	$6,000	$72,000
Option 8	$7,000	$84,000
Option 9	$8,000	$96,000
Option 10	$9,000	$108,000
Option 11	$10,000	$120,000

Assumptions

The Estimated Annual Gross Sales is based on the Monthly Business Package purchased by the Franchisees and their ability to maintain their customers. These numbers reflect amounts billed to clients during the period January 1, 2020 through December 31, 2020, but do not reflect actual collections during that period. The numbers in this category reflect the Annual Gross Sales achieved by all 16-franchisee owned GenCorp Cleaning Businesses which were in operation during that period.

The above projection assumes that you maintain all customer accounts that you purchase in your Initial Monthly Business Package. Customer accounts can be lost due to your inability to perform the required cleaning services, employee theft, customer complaints, or a variety of other reasons.

The above projection also assumes a steady supply of replacement accounts if a customer account cancels service for reasons other than franchisee performance.

This chart does not include expenses you will incur in operating a GenCorp Franchise. Examples of excluded expenses include cleaning supplies, insurance, basic business supplies, interest, travel, and other expenses.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2018 to 2020 (As of December 31 of each year)

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2018	15	15	0
	2019	15	16	+1
	2020	16	16	0
Company-owned	2018	1	1	0
	2019	1	1	0
	2020	1	1	0
Total Outlets	2018	16	16	0
	2019	16	17	+1
	2020	17	17	0

Table No. 2
Transfers of outlets from Franchisees to New Owners (other than the Franchisor)
For years 2018 to 2020

STATE	YEAR	NUMBER OF TRANSFERS
California	2018	**0**
	2019	**0**
	2020	**0**
Total Outlets	2018	**0**
	2019	**0**
	2020	**0**

Table No. 3
Status of Franchised Outlets
For years 2018 to 2020

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
California	2018	**15**	**0**	**0**	**0**	**0**	**0**	**15**
	2019	**15**	**1**	**0**	**0**	**0**	**0**	**16**
	2020	**16**	**0**	**0**	**0**	**0**	**0**	**16**
Total Outlets	2018	**15**	**0**	**0**	**0**	**0**	**0**	**15**
	2019	**15**	**1**	**0**	**0**	**0**	**0**	**16**
	2020	**16**	**0**	**0**	**0**	**0**	**0**	**16**

Table No. 4

Status of Company-Owned Outlets
For years 2019 to 2020

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF THE YEAR
California	2018	**1**	**0**	**0**	**0**	**0**	**1**
	2019	**1**	**0**	**0**	**0**	**0**	**1**
	2020	**1**	**0**	**0**	**0**	**0**	**1**
Total Outlets	2018	**1**	**0**	**0**	**0**	**0**	**1**
	2019	**1**	**0**	**0**	**0**	**0**	**1**
	2020	**1**	**0**	**0**	**0**	**0**	**1**

TABLE NO. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2021

State	Franchise Agreements Signed But Franchises Not Open	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company Owned Outlets In the Current Fiscal Year
California	0	2	0
TOTALS	**0**	**2**	**0**

Lists of Current and Former Franchises:

Below lists the names of all current franchises and the addresses and telephone numbers of their outlets as of December 2020.

Name	Street Address	City	State	Phone
Angelica de Santiago	2001 N. Rancho Ave. D37	Colton	CA	(909)283-8599
Fidel Nava	760 Balsam Ln.	Corona	CA	(949) 795-6578
Cruz Valenzuela	9271 Sultana Ave.	Fontana	CA	(909)770-9196
Susana Garcia	11557 Oakwood Dr.	Fontana	CA	(909) 561-1627
Juan Dorantes	15432 Duke Circle	Huntington Beach	CA	(714)717-7021
Rose Rivas	260 E. Graham Ave	Lake Elsinore	CA	(951)591-2344
Martha Solis	2139 E 4th #7	Ontario	CA	(909)935-7088
Johanna Agquiera	1402 E. Elma Court, Apt A	Ontario	CA	(909) 2513280
Meise Aumua	4432 E Palm Avenue	Orange	CA	(714) 997-5758
Luis Ramos	577 Shark St.	Perris	CA	(323)321-6932
Francisco Camacho	4211 Torrey Pine St.	Riverside	CA	(714) 561-4135
Micaela Guzman	1850 Mira Court	Riverside	CA	(714) 553-4605
Maria Jimenez	8714 Greenpoint Ave	Riverside	CA	(323)320-3948

Name	Street Address	City	State	Phone
Oscar Perez	2156 Lerona Ave.	Rowland Heights	CA	(626)322-5704
Danny C Balcarcel	1389 W. Evans ST	San Bernadino	CA	
Marcelo Barbosa	1003 Richland Ave	Santa Ana	CA	(714) 486-8765

Below lists the names of the Company Outlet and the addresses and telephone numbers of their outlets as of December 2020

Name	Street Address	City	State	Phone
Gen Corp Cleaning Services	14420 Elsworth St., Suite 105	Moreno Valley	CA	(714) 695-1060

Below lists the Franchises that had an outlet terminated, canceled or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.
None

Confidentiality Agreements:

During the last three fiscal years, we have not signed any confidentiality clauses with current or former franchisees.

Associations and/or Organizations:

There are no trademark-specific franchisee organizations associated with the franchise system being offered which we have created, sponsored or endorsed.

There are no independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached to the Disclosure Document as Exhibit A are our audited financial statements as of December 31, 2020, December 31, 2019 and December 31, 2018.

Attached to the Disclosure Document as Exhibit A-1 are our unaudited financial statements as of March 31, 2021. These financial statements in Exhibit A-1 are prepared without an audit. Prospective Franchisees or Sellers of Franchises should be advised that no certified public accountant had audited these figures or expressed his/her opinion with regard to the content or form.

Our fiscal year end is December 31st

ITEM 22
CONTRACTS

Attached to this Disclosure Document are the following contracts:

Exhibit B Franchise Agreement
- Attachment I Territory Addendum
- Attachment II Electronic Payment Authorization
- Attachment III Proposed Trade Name and Delegation of Authority
- Attachment IV Guaranty of Obligations
- Attachment V Confidentiality and Covenant Not To Compete Agreement
- Attachment VI Full and Final Mutual Release
- Attachment VII Promissory Note and Personal Guarantee

Exhibit C Compliance Questionnaire

ITEM 23
RECEIPT

Included as the last document of this Disclosure Document is a detachable Receipt to be signed by you.

EXHIBIT A

GENCORP
CLEANING SERVICES

FINANCIAL STATEMENTS

EXHIBIT A

C & M Cleaning Services, Inc.

AUDITED FINANCIAL REPORT

December 31, 2020, December 31, 2019, December 31, 2018

C&M Cleaning Services, Inc.

Financial Statements
For The Year ended December, 2020

Kevin Norton, P.A
Certified Public Accountant.
1451 W. Cypress Creek Road
Ft. Lauderdale, Fl 33309

C&M Cleaning Services, Inc.

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<u>*Kevin Norton, P.A.*</u>

Certified Public Accountant

1451 W. Cypress Creek Road, Suite 300

Ft. Lauderdale, Florida 33309

(954) 822-1223

Feb. 19, 2021

C&M Cleaning Services, Inc.

<u>*Independent Auditor's Report*</u>

To The Members

Report on the Financial Statements

We have audited the accompanying financial statements of C & M Cleaning Services, Inc which comprise the balance sheets as of December 31, 20120, 2019 and 2018 and the related statements of income, comprehensive income, changes in members' equity and cash flows for the years then ended, 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 statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our 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 statements are free from material misstatement.

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

Opinion

In our opinion, the financial statements referred to above, present fairly, in all material respects, the financial position of C & M Cleaning Services, Inc. as of December 31, 2020, 2019 and 2018 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Respectfully submitted,

Kevin Norton, C.P.A.

<u>*Serving the South Florida community since 1986*</u>

C & M Cleaning Services, Inc.
BALANCE SHEET
For the year ended December 31, 2020

	2020	2019	2018
ASSETS			
CURRENT ASSETS:			
Cash	$ 46,288	$ 6,238	$ 2,545
Accounts Receivable - (net of allowance $12,837)	29,494	25,564	26,419
Sales & Marketing Receivable	1,723	-	-
Inventory	20,715	17,810	12,997
Total Current Assets	98,220	49,612	41,961
FIXED ASSETS			
Property, Plant & Equipment	36,780	36,780	36,780
Less: accumulated depreciation	(29,828)	(28,393)	(28,393)
Net Fixed Assets	6,952	8,387	8,387
OTHER ASSETS			
Intangible Assets	50,000	50,000	50,000
Security Deposit	1,375	1,375	1,375
Franchise Loans Receivable	65,902	70,700	75,322
	117,277	122,075	126,697
Total Assets	$ 222,449	$ 180,074	$ 177,045
LIABILITIES AND SHAREHOLDERS EQUITY (LOSS)			
LIABILITIES:			
Accounts payable	$ 729	$ 6,418	$ 11,663
Loans from Shareholders	52,651	72,651	52,651
Loan from Wells Fargo	-	-	11,086
Taxes Payable	-	173	2,791
Total Liabilities	53,380	79,242	78,191
SHAREHOLDERS' EQUITY:			
Common Stock	20,000	20,000	20,000
Additional Paid In Capital	48,179	48,179	48,257
Retained Earnings (Loss)	100,890	32,653	30,597
Shareholders Equity (Loss)	169,069	100,832	98,854
Total Liabilities and Shareholders Equity (Loss)	$ 222,449	$ 180,074	$ 177,045

See accompanying Auditor's Report
The Notes are an integral part of these financial statements.

C & M Cleaning Services, Inc.

STATEMENT OF INCOME AND SHAREHOLDERS EQUITY (LOSS)

For the year ended December 31, 2020

	2020	2019	2018
REVENUE:			
Revenues	$ 427,015	$ 376,844	$ 406,924
Total Revenues	427,015	376,844	406,924
Cost of Sales	288,184	285,962	330,781
Gross Profit	138,831	90,882	76,143
EXPENSES:			
Credit Card Processing	-	83	408
Gifts	525	848	298
Contract Labor	8,550	630	4,580
Bad Debt	-	-	-
Computer Supplies	1,741	883	1,609
Advertising		460	542
Auto Expenses	10,793	7,685	9,970
Bank charges	10	527	-
Contributions	200	1,100	1,957
Depreciation	1,435	1,435	5,740
Insurance	7,048	8,323	8,517
Licenses & Permits	-	450	619
Meals & Entertainment	1,376	1,641	886
Supplies	8,717	9,873	10,838
Office Expenses, Printing & Postage	5,786	9,348	6,985
Payroll	4,394	35,238	35,925
Accounting	-	4,000	-
Professional Fees	750	750	3,250
Rent	-	-	-
Repairs	-	263	-
Taxes	3,068	2,820	1,690
Telephone	584	915	4,017
Travel	1,131	5,664	4,050
Utilities	2,444	1,889	2,199
Total Expenses	$ 58,552	$ 94,825	$ 104,080
Income from Operations	$ 80,279	$ (3,943)	$ (27,937)
Interest / Finance Expense	$ -	$ -	$ -
Net Income	$ 80,279	$ (3,943)	$ (27,937)
Shareholders Equity (Loss) - beginning of year	$ 32,653	$ 30,597	$ 54,334
Net Income	$ 80,279	$ (3,943)	$ (27,937)
Distributions / Prior Period adjustments	$ (12,042)	$ 5,999	$ 4,200
Shareholders Equity (Loss) - end of year	$ 100,890	$ 32,653	$ 30,597

See accompanying Auditor's Report

The Notes are an integral part of these financial statements.

C & M Cleaning Services, Inc.
STATEMENT OF CASH FLOWS
For the year ended December 31, 2020

	2020	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES			
Net Income	$ 80,279	$ (3,943)	$ (27,937)
Depreciation and amortization	1,435	1,435	5,740
Increase / decrease in accounts receivable	(3,930)	855	7,832
Increase / decrease with sales & marketing receivables	(1,723)	-	-
Increase / decrease in Inventory	(2,905)	(4,813)	(182)
Increase / decrease with Advances	-	-	-
Increase / decrease in other assets	-	-	-
Increase /decrease in accounts payable	(5,689)	(5,245)	1,072
Increase / decrease) in advances from shareholders	(20,000)	20,000	-
Increase / decrease in Loan Wells Fargo	-	(11,086)	11,086
Increase / decrease in sales tax payable	(173)	(2,618)	309
Cash Received from Operating Activities	47,294	-5,415	-2,080
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of Fixed Assets	-	-	-
Distributions & Prior Period Adjustments	(12,042)	5,999	4,200
Franchise Loans Receivable	4,798	4,622	3,426
	(7,244)	10,621	7,626
CASH FLOWS FROM FINANCING ACTIVITIES			
Additional Paid In Capital	-	(78)	-
Miscellaneous (depreciation adjustment)		(1,435)	(4,305)
	-	(1,513)	(4,305)
INCREASE IN CASH	40,050	3,693	1,241
CASH - Beginning of the year	6,238	2,545	1,304
CASH - End of the year	$ 46,288	$ 6,238	$ 2,545
Cash Paid for Interest	$ -	$ -	$ -

See accompanying Auditor's Report
The Notes are an integral part of these financial statements.

C&M Cleaning Services, Inc.
Notes to Financial Statements
December 31, 2020

NOTE 1
DESCRIPTION OF BUSINESS AND ORGANIZATION

Nature of Operations
C & M Cleaning Services, Inc. is a privately owned California corporation established January 11, 2006. The Company sells franchises to independent contractors to perform janitorial services for customers of the Company. This includes the sale and distribution of related supplies and equipment.

NOTE 2
SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting
The accompanying financial statements have been prepared on the accrual basis of accounting, and in accordance with generally accepted accounting principles.

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Franchise Agreements
The franchisee purchases a franchise from the Company. The company typically receives an initial deposit and carries a note for the balance of the purchase price. Franchises are available with several purchase options. The term of the franchise agreement is 20 years. Under the terms of the franchise agreement, the company solicits customers for cleaning services and then provides franchises with the opportunity to service the customers' needs. The franchisees are required to maintain appropriate licenses, permits and insurance. The company maintains the right of first refusal to repurchase the franchise.

Recognition of Revenue
In accordance with SFAS No. 45, Accounting for Franchise Fee Revenue, the Company will recognize revenue from the sale of franchises to independent contractors (franchises), net of an allowance for uncollectible amounts, when all material services or conditions related to the initial sale have been substantially performed or satisfied. For the first ninety days of operation for the new franchise, cleaning service revenue and expenses are recognized when services are performed by the franchisees. The company also recognizes royalties and other fees related to these services provided to the franchisees. ASC Topic 606 regarding revenue recognition has been discussed with management and determined to be "de minimus" and of no material effect on the financial statements and its understanding by the reader of these financial statements.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements
Fair value is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, the authoritative guidance establishes a three-tier value hierarchy, which prioritizes the inputs used in measuring fair value as follows: (Level 1) observable inputs such as quoted prices in active markets; (Level 2) inputs other than the quoted prices in active markets that are observable either directly or indirectly; and (Level 3) unobservable inputs in which there is little or no market data, which require us to develop our own assumptions. This hierarchy requires companies to use observable market data, when available, and to minimize the use of unobservable inputs when determining fair value. On a recurring basis, the Company measures certain financial assets and liabilities at fair value, which includes marketable securities, such as options and futures contracts.

The Company's cash equivalents and trading account are classified within Level 1 and Level 2 of the fair value hierarchy because they are valued using quoted market prices, broker-dealer quotations, or alternative pricing sources with reasonable levels of price transparency. The types of instruments valued based on quoted market prices in active markets include most U.S. government and agency securities, and money market securities. Such instruments are generally classified within Level 1 of the fair value hierarchy. The types of instruments valued based on other observable inputs include investment-grade corporate bonds, mortgage-backed and asset-backed products, commercial paper, and state, municipal and provincial obligations. Such instruments are generally classified within Level 2 of the fair value hierarchy.

Accounts Receivable
Accounts receivable represents amounts billed for janitorial services and supplies on behalf of the franchisees. Receivables are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the industry, and the financial stability of its customers.

Sales and Marketing Receivable
Sales and marketing notes receivables arise from the sale of additional customers to franchisees. Franchisees have the option to finance the purchase of additional customers. These notes have a term of 11 months with an interest rate of 10% per annum.

C&M Cleaning Services, Inc.
Notes to Financial Statements
December 31, 2020

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Inventory
Inventory consists of finished goods stated at the lower of cost, as determined by average costing methods of accounting or market.

Property, Equipment and Improvements
Property and equipment are stated at cost, if purchased, or estimated fair market value when received. The company capitalizes all expenditures for equipment and furnishings in excess of $500. Depreciation is calculated on the straight-line method over the estimated useful lives of the assets for financial statement purposes. Expenditures for maintenance and repairs are charged to expense as incurred.

Concentrations and Risk
The Company is subject to certain geographic and business risks that may affect operations. The Company and its customers operate exclusively in Orange County, California.

Income Taxes
The Company has elected to be taxed as an S Corporation, for Federal and California state income tax purposes. Income and expenses for the company pass through directly to the stockholders and are reported on their individual income tax returns. California taxes were immaterial.

NOTE 3
NOTE RECEIVABLE – FRANCHISES
The Company provides the franchisees with optional financing of the initial franchise fee. A down payment is required and the balance is financed over 48 months or less with interest at 10% per annum.

NOTE 4
FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company immediately adopted FASB Accounting Standards Codification No. 820 (SFAS 157), *Fair Value Measurements*. ASC 820 relates to financial assets and financial liabilities. At December 31, 2018, the Company calculated the fair value of its assets and liabilities for disclosure purposes only.

Valuation Hierarchy
ASC 820 establishes a three-level valuation hierarchy for the use of fair value measurements based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date:

• Level 1 - Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

• Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability (e.g., interest rates); and inputs that are derived principally from or corroborated by observable market data by correlation or other means.

• Level 3 - Inputs that are both significant to the fair value measurement and unobservable. These inputs rely on management's own assumptions about the assumptions that market participants would use in pricing the asset or liability. (The unobservable inputs are developed based on the best information available in the circumstances and may include the Company's own data.)

All financial assets & liabilities in 2020 were level 1 (fair value identical to balance sheet).

NOTE 5
ADVANCES FROM STOCKHOLDERS
The stockholders provide advances to the Company under a line of credit agreement. These advances are subordinated to all other debt of the Company, non interest bearing and due on demand. The stockholders have signed affidavits that they will not call notes / advances during the franchise registration period.

NOTE 6
OPERATING LEASE
The Company has an operating lease that calls for monthly payments of rent, common area maintenance, insurance and property taxes. Future minimum payments by year due under the operating lease agreement are immaterial:

NOTE 7
CONTINGENCIES
The Company has certain contingent liabilities with respect to litigation, claims, taxes, government regulations and contractual agreements arising from the ordinary course of business. While there are always risks inherent in resolution of any contingency, it is the opinion of management that such contingent liabilities will not result in any loss which would have an adverse material effect on the Company's financial position.

See accompanying Auditor's Report

EXHIBIT A-1

C & M Cleaning Services, Inc.

UNAUDITED FINANCIAL REPORT

March 31, 2021

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04/13/21
Accrual Basis

GENCORP CLEANING SERVICES
Balance Sheet
As of March 31, 2021

		Mar 31, 21
ASSETS		
Current Assets		
Checking/Savings		
GUARANTY BANK		(4,974.24)
WELL FARGO		52,367.82
WELLS FARGO-Savings		3,221.21
wells fargo For Secured Line		1,456.68
Total Checking/Savings		52,071.47
Accounts Receivable		
Accounts Receivable		50,461.22
Total Accounts Receivable		50,461.22
Other Current Assets		
Allowance for Doubtful Accounts		(12,836.75)
Employee Advances		(249.65)
Inventory Asset		21,072.83
Payroll Clearing		43.66
Sales & Marketing Receivable		1,723.31
Total Other Current Assets		9,753.40
Total Current Assets		112,286.09
Fixed Assets		
Fixed Assets		
Accum Depreciation & Amort	(22,653.05)	
Computers	10,433.99	
Furniture & Equipment	26,345.86	
Total Fixed Assets		14,126.80
Total Fixed Assets		14,126.80
Other Assets		
Franchisee Loan Receivable		65,257.56
Purchase OCNOC		50,000.00
Security Deposit		1,375.00
Total Other Assets		116,632.56
TOTAL ASSETS		**243,045.45**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable		1,358.23
Total Accounts Payable		1,358.23
Credit Cards		
AMERICA EXPRESS		(3,651.56)
Total Credit Cards		(3,651.56)
Other Current Liabilities		
Loans to/ From Shareholder		52,651.46
Payroll Liabilities		(4,967.05)
Sales Tax Payable		6,434.89
Total Other Current Liabilities		54,119.30
Total Current Liabilities		51,825.97
Total Liabilities		51,825.97

GENCORP CLEANING SERVICES
Balance Sheet
As of March 31, 2021

	Mar 31, 21
Equity	
Common Stock	20,000.00
Opening Bal Equity	389.56
Owners' Draw	48,131.94
Retained Earnings	100,941.13
Net Income	21,756.85
Total Equity	191,219.48
TOTAL LIABILITIES & EQUITY	243,045.45

11:01 AM

04/13/21

Accrual Basis

GENCORP CLEANING SERVICES
Profit & Loss
January through March 2021

		Jan - Mar 21
Ordinary Income/Expense		
Income		
10% Admin Fee		3,834.20
5% Royalty Fee		2,022.10
Add'l Admin Fee		2,442.92
Franchisee Loan Interest Income		117.34
Product Sales		1,852.67
Sales & Marketing Loan Interest		53.03
Sales & Marketing Revenue		1,171.99
Service Sales		22,530.00
Services		61,034.00
Total Income		95,058.25
Cost of Goods Sold		
Cost of Goods Sold		
Janitorial Supplies Expenses	1,397.15	
Total Cost of Goods Sold		1,397.15
Total COGS		1,397.15
Gross Profit		93,661.10
Expense		
Bank Service Charges		0.00
Insurance		
Work Comp	2,078.25	
Total Insurance		2,078.25
Office Supplies		600.00
Professional Fees		
Accounting	2,000.00	
Total Professional Fees		2,000.00
Revenue to Franchises		67,226.00
Total Expense		71,904.25
Net Ordinary Income		21,756.85
Net Income		**21,756.85**

EXHIBIT B
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

Name of Franchisee: ______________________________
Date : ______________________________

TABLE OF CONTENTS

ATTACHMENTS

FRANCHISE AGREEMENT

This Franchise Agreement (the "Agreement") is entered into and effective this ____ day of ____________, 20__, between C & M Cleaning Services, Inc., a California Corporation, located at 14420 Elsworth St., Suite 105, Moreno Valley, California 92553 ("Franchisor"), and ____, ("Franchisee"), residing at ____ In consideration of the mutual promises in this Agreement, the parties agree as follows:

1. DEFINITIONS

1.01 "Assets" means the franchised Business, including all inventories, supplies, furnishings, equipment, fixtures, land, buildings and improvements, and other tangible items.

1.02 "Business" means the right which is granted to Franchisee to operate a Franchise as set forth in this Agreement.

1.03 "Business Records" means evidence of each business transaction, and all financial, marketing, and other operating aspects of the Business, and all evidence and records with respect to customers, clients, employees, and other service professionals relating the Business including, without limitation, all databases in print, electronic or other form, including all names, addresses, phone numbers, e-mail addresses, customer/client records, and all other records contained in the database, and all other records created and maintained by Franchisee in operation of the Business.

1.04 "Confidential Information" means all methods for establishing, operating and promoting the Business pursuant to the Franchisor's distinctive business format, plans, methods, data, processes, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, Marks and information and know-how of the Franchisor and such other information as may be further developed periodically by the Franchisor.

1.05 "Gross Revenue" means the total of all receipts derived from gross revenue receipts, whether the receipts are evidenced by cash, credit, checks, services, property, or other means of exchange. "Gross Revenue" shall exclude only sales tax receipts that Franchisee must by law collect from customers and that Franchisee pays to the government, promotional or discount coupons to the extent that Franchisee realizes no revenue, and employee receipt of services, if free, or any portion not paid for by an employee.

1.06 "Franchise" means the GenCorp Cleaning Services which Franchisee is granted the right to operate in conformity with the requirements of this Agreement.

1.07 "Manual" means Franchisor's operations manual and other written materials, including information posted on Franchisor's Web site and information sent to or accessed by Franchisee in print or electronic form, manuals, written procedures, memoranda and their supplements loaned to Franchisee by Franchisor.

1.08 "National Marketing Fund" means the separate bank account used by Franchisor for the purposes specified in this Franchise Agreement. The Marketing Fund is not a trust or escrow account, and is managed by Franchisor in its sole discretion.

1.09 "Marks" means Franchisor's trade names, trademarks, service marks, logos, decor, trade dress, lay out, and commercial symbols, and similar and related words or symbols, now or in the future associated with Franchisor, the System or the franchised Business, whether or not they are registered, including, but not limited to, "GenCorp Cleaning Services."

1.10 "Multi-Area Marketing Programs" means regional, national, or international programs designed to increase business, such as marketing to multi-area customers, Internet, shows, events, yellow pages, directories, affinity marketing, vendor programs, and co-branding programs. Such programs may require Franchisee's cooperation and participation, including refraining from certain channels of marketing and distribution, and payment of commissions or referral fees. Franchisee must also adhere to maximum pricing to the extent permitted by law. All such programs are Trade Secrets of Franchisor.

1.11 "Premises" means the one Franchise location and as described in Attachment I at which Franchisee may operate the franchised Business using the System.

1.12 "System" means, collectively, Franchisor's valuable know how, information, trade secrets, methods, Manuals, standards, designs, methods of trademark usage, copyrightable works, sources and specifications, software, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of the franchised Business, as modified by Franchisor at any time.

1.13 "Trade Secret" is the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures, and improvements regarding the System that is valuable and secret in the sense that it is not generally known to competitors of Franchisor.

1.14 "Transfer" means to voluntarily or involuntarily transfer, assign, sell, or encumber any interest in or ownership or control of, the franchised Business, substantial assets of the franchised Business, or of this Agreement.

2. GRANT OF FRANCHISE

2.01 Grant of License. Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee an exclusive license to operate a Franchise as designated in Attachment I to this Agreement and described in Section 4, using the System and the Marks for the term of this Agreement. Franchisee may use the Marks and System only in accordance with the terms and conditions of this Agreement.

2.02 Modification of System. Franchisor reserves the right to periodically change, improve, or further develop the System, or any part of the System. Franchisee must promptly accept and comply with any change to the System and make any reasonable expenditure as necessary to comply. Franchisor will not alter these basic rights and obligations of the parties arising under this Agreement through changes in the Manual.

2.03 Ownership and Principal Contact of Franchisee. If Franchisee assigns this Agreement to a business entity, each of the officers, directors, and/or members of the entity, plus any individual who owns, directly or indirectly, a 5% or greater interest in the entity must also sign the Confidentiality and Covenant Not to Compete Agreement (Attachment V).
Franchisee shall also provide to Franchisor a resolution signed by all members, directors or partners, as appropriate, designating the principal contact for the Business. This principal contact must be a managing member, general partner or controlling shareholder. Such representative shall have the sole authority to speak for and bind Franchisee in all matters pertaining to this Agreement, and all matters relating to the Business.

2.04 Franchisor obtains customer accounts and delegates these accounts and services to its franchisees at its sole discretion and as available.

3. TERM AND RENEWALS

3.01 Term of Agreement. This Agreement begins on the date executed by both parties, and will continue for a period of five (5) years, unless earlier terminated as provided under this Agreement.

3.02 Rights upon Expiration. At the end of the term of this Agreement, Franchisee may renew its license for one successive period of five (5) years, provided Franchisor does not exercise its rights of refusal as set forth below.

3.03 Right of Refusal to Renew. Franchisor may refuse, in Franchisor's sole discretion, to renew Franchisee's license if Franchisee:

(a) fails to remedy, in the time frame set forth in this Agreement, any breach of this Agreement specified by Franchisor in a written notice;

(b) has committed two (2) or more material breaches of this Agreement in the preceding twenty-four (24) months prior to expiration;

(c) fails to give notice of Franchisee's intent to renew at least six (6) months, but no more than twelve (12) months, prior to the expiration of this Agreement. Failure to give timely notice will be considered an election not to renew this Agreement; or

(d) is not current in payment obligations to Franchisor or its subsidiaries and affiliates and to trade creditors, landlords, or mortgage holders at the time Franchisee delivers its notice of renewal or on the date this Agreement is scheduled to expire.

If Franchisor intends not to renew Franchisee's license, Franchisor shall give Franchisee at least one-hundred fifty (150) days notice of non-renewal prior to expiration of the term.

3.04 Renewal Agreement. Franchisee must execute a renewal franchise agreement and all other legal agreements in Franchisor's then-current form for new franchisees. These agreements may vary in material aspects from this Agreement, including, but not limited to, higher royalty and advertising fees. Franchisee must also make capital expenditures that are reasonably required for the renovation and modernization of the Franchise, signs, or any other required equipment to reflect the then-current image of Franchisor.

3.05 Renewal Fee. Upon signing a renewal franchise agreement, Franchisee will not be required to pay another Initial Franchise Fee but will be required to pay the then-current renewal fee of $2,000.

4. TERRITORY, CUSTOMER ACCOUNTS AND BILLING

4.01 Protected Territory. During the term of this Agreement and any extensions, no protected territory is granted.

4.02 Customer Accounts. Within 90 Days after completion of Initial Training, Franchisor shall furnish to Franchisee the names of certain janitorial customer accounts (Initial Business Program) amounting to $_________ gross revenues per month, according to the amount included in the business package selected by Franchisee as set forth on Attachment 1 to this Agreement. If Franchisor fails to provide the janitorial customer account(s) as specified on Attachment 1 (the "Business Package Accounts") within the applicable Fulfillment Period, the Franchisee's only right or remedy is to obtain a refund, if any, for any non-fulfilled accounts. Franchisee may refuse the Initial Business Program, in which case the Franchisor will have an additional 90 days to furnish the Franchisee a different Initial Business Program.

(a) We will replace an account only in the event that your customer declares bankruptcy, moves out of state, or obtains service from another provider at a lower cost.

(b) An account will not be replaced if the customer cancels the account on the grounds of Franchisee's faulty workmanship, lack of trustworthiness, poor quality of work performed, or other claimed Franchisee defaults on the part of the Franchisee, as claimed by the customer.

(c) Should a customer provide a complaint to the Franchise, and you fail to correct the complaint to our satisfaction, you may lose that customer account, or face termination of your franchise. We may also terminate the franchise agreement for theft, if you fail to pay your employee's or contractor's, if you are careless with your customer's security, or you misrepresent GenCorp.

4.03 Billing and Collections. Franchisor will, on a monthly basis, bill all Franchisee's accounts for any services rendered by Franchisee. From the amount collected by Franchisor in the Franchisee's behalf, Franchisor will deduct all amounts due Franchisor. Such amounts may include, but not limited to:

(a) Royalty Fees
(b) Administrative Fees
(c) Promissory Note Payments
(d) Monthly Installment for any additional volume purchased
(e) Any Amounts for Special Services
(f) Any Amounts for Penalties
(g) Any Insurance/Bond Payments

After deducting these amounts, Franchisor will remit to Franchisee, by the last day of each month, any balance remaining.

4.04 For the Initial Business Program purchased, Franchisor will provide Franchisee with the supplies and equipment specified on Attachment 1 upon completion of training.

5. FEES AND ROYALTIES

5.01 Payment of Fees and Royalties. All payments required under this Section are imposed by and payable to Franchisor, and are non-refundable except as expressly provided below. Franchisor will invoice each customer and collect payment and will deduct the Royalty Fee of 5%, Administrative Fee of 10%, and any other amounts due Franchisor, and release the balance to you at the end of each month for the prior month. Customer payments will be paid to the Franchisee in the month following payment receipt by the Franchisor. All payments to Franchisor and dollar amounts stated in this Agreement are in U.S. dollars unless otherwise expressed.

5.02 Initial Franchise Fee. Franchisee must pay an initial franchise fee ("Initial Franchise Fee") upon the signing of this Agreement as set forth in Attachment I. The Initial Franchise Fee ranges between $8,500 and $27,500 depending on the Business Packages you choose (see chart below). Except as described below, the Initial Franchise Fee is fully earned upon payment, and is non-refundable under any circumstances.

IN THE STATE OF CALIFORNIA, YOU MUST PAY TO US THE INITIAL FRANCHISE FEE IN A LUMP SUM WHEN WE HAVE FULFILLED ALL OF OUR INITIAL OBLIGATIONS TO YOU

In the event that the GenCorp determines that you and your manager cannot satisfactorily completed the Initial Training Program, then GenCorp may declare this Agreement to be terminated, subject to the survival of the post termination obligations and the terms and conditions of the confidentiality agreement, and you will be refunded any amounts paid less training instructor fees of up to $1,500.

If you qualify and at our discretion, we may offer to you a financing agreement. You must execute the Promissory Note and Personal Guarantee attached to this Agreement as Attachment VI.

Packages	Initial Monthly Business	Initial Fee Amount	Down Payment	Amount Financed	Terms/ Month	Monthly Payment + 10 % Interest	Total Amount Paid
Option 1	$1,000	$8,500	$1,800	$6,700	24	$309.17	$9,220.08
					30	$253.34	$9,400.20
					36	$216.19	$9,582.84
Option 2	$1,500	$10,000	$3,000	$7,000	24	$323.01	$10,752.24
					30	$264.68	$10,940.40
					36	$225.87	$11,131.32
Option 3	$2,000	$11,000	$2,500	$8,500	24	$392.23	$11,913.52
					30	$321.40	$12,142.00
					36	$274.27	$12,373.72
Option 4	$3,000	$13,000	$7,500	$5,500	24	$253.80	$13,591.20
					30	$207.96	$13,738.80
					36	$177.47	$13,888.92
Option 5	$4,000	$15,500	$9,000	$6,500	24	$299.94	$16,198.56
					30	$245.77	$16,373.10
					36	$209.74	$16,550.64
Option 6	$5,000	$17,500	$10,500	$7,000	24	$323.01	$18,252.24
					30	$264.68	$18,440.40
					36	$225.87	$18,631.32
Option 7	$6,000	$19,500	$12,000	$7,500	24	$346.09	$20,306.06
					30	$283.59	$20,507.70
					36	$242.00	$20,712.00
Option 8	$7,000	$21,500	$13,500	$8,000	24	$369.16	$22,359.84
					30	$302.49	$22,574.40
					36	$258.14	$22,793.04
Option 9	$8,000	$23,500	$15,000	$8,500	24	$392.23	$24,413.52
					30	$321.40	$24,642.00
					36	$274.27	$24,873.72

Packages	Initial Monthly Business	Initial Fee Amount	Down Payment	Amount Financed	Terms/ Month	Monthly Payment + 10 % Interest	Total Amount Paid
Option 10	$9,000	$25,500	$16,500	$9,000	24	$415.30	$26,467.20
					30	$340.30	$26,709.00
					36	$290.40	$26,954.40
Option 11	$10,000	$27,500	$18,000	$9,500	24	$438.38	$28,521.12
					30	$359.21	$28,776.30
					36	$306.54	$29,035.44

Note: All Options Include a janitorial start up kit

5.03 Royalties. Franchise must pay to Franchisor a monthly royalty in the amount of 5% of any and all amounts the franchisor bills and collects from the customer for any services provided or products sold (see Section 5.04) for the preceding calendar month ("Royalty Fee"). The Royalty Fee is due to Franchisor, without notice from Franchisor, on the last day of each month for the preceding month and will be deducted from the franchisees monthly collections and credited to Franchisee's account as described in Section 4.03.

5.04 National Marketing Fund Once implemented and in addition to the Royalty Fee described in Section 5.03 above, you agree to pay to us a National Marketing Fee (NMF) in an amount equal to two percent (2%) of the Franchised Business' Gross Sales once the NMF is established. Such amount shall be contributed to an NMF maintained by us, as described in Section 9. below. The brand development fee is payable to us at the same time and in the same manner as the Royalty Fee.

5.05 Administrative Fees. Franchise must pay to the Franchisor a monthly Administrative fee in the amount of 10% of any and all amounts the franchisor bills and collects from the customer for any services provided or products sold for the preceding calendar month. The Administrative Fee is due to the Franchisor, without notice from Franchisor, by the end of each month for the preceding month and will be deducted from the franchisees monthly collections and credited to Franchisee's account. All fees collected on Franchisees behalf will be deposited into the Franchisors general account for distribution to the Franchisee at the end of each month. Royalty Fees, Administrative Fees, Promissory Note payments and any other Fees due the Franchisor will be deducted from the distribution to the Franchisee as described in Section 4.03. Payment to the Franchisee is based on the amount collected from the customer, not the amount billed.

5.06 Penalties. The Franchisor will impose and the Franchisee must pay Penalties for the following deficiencies in service or non-compliance with our standards.

(a) If you lose a client or account, you must return the keys and all other property of the client within that same business day of losing the account. Failure to return the clients property before close of business that day will incur a Fee of $250 per day

(b) You are required to return all phone calls from corporate within 30 minutes, always be in uniform, and always wear your ID badge. Failure to comply with these rules will result in a Penalty Fee of $50.00 per occurrence.

(c) If you fail to provide service to a client for any reason (other than death) you will be charged a $100 fee for failure to provide service as well as $75 per hour for each hour the replacement cleaning crew is on your client's location. Failure to provide service can also result in loss of customer, or termination of the Franchise Agreement.

(d) If any persons/employees/contractors designated to attend Initial Training fail to show, Franchisee agrees to pay a penalty of $25 per person who does not show.

5.07 Insufficient Funds Service Charge. If there are not sufficient funds in your account to permit us to debit the account for the payments you owe us, you will pay to us an insufficient funds service charge equal to One Hundred Dollars ($100). This fee is in addition to interest on any overdue amount, as described in Section 5.08 below, and any fees charged by your bank. If you incur three (3) insufficient funds service charges within any twelve (12) month period, we may terminate this Agreement without providing you the opportunity to cure the default

5.08 Late Charges and Other Fees. Unless otherwise stated, Franchisee must pay interest at the rate of one and one half percent (1.5%) per month for any late payments due under this Agreement, or the maximum interest rate allowed by applicable law, whichever is less. Franchisee must pay any damages, expenses through appeal, collection costs, and reasonable attorneys' fees Franchisor incurs in connection with Franchisee's failure to make any required payments.

5.09 Taxes and Debts. Franchisee will promptly pay when due all taxes, fees, debts, expenses, and assessments of the franchised Business, including payroll taxes. Franchisee will not permit a tax sale, seizure, levy, execution, bankruptcy, assignment of assets for or by creditors, or similar action to occur.

5.10 Liquidated Damages: Franchisee will promptly pay us within 15 days after the effective date of termination liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (i) 24 (being the number of months in two full years), or (ii) the number of months remaining in the Agreement had it not been terminated, whichever is higher.

5.11 Additional/Replacement Customers. Franchisor will provide for purchase as available and at our discretion, additional or replacement customers. The cost of the additional or replacement customers will be in the amount of Three (3) times the first months' service fee. If any customer provided and purchased from us terminates within the first twelve months through reasons other than work quality or timeliness, we will provide you with new janitorial accounts that equal the same billing amount.

6. MARKS

6.01 Marks. Franchisee must only use the Marks in the conduct of the Business as specified in this Agreement. Any unauthorized use of the Marks by Franchisee will constitute a breach of this Agreement and an infringement on Franchisor's rights in and to the Marks. As between Franchisor and Franchisee, Franchisor has a prior and superior claim to the Marks, and Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement.

6.02 Authorized Marks. Franchisee shall use no trademarks other than "GenCorp Cleaning Services" or any other Marks that Franchisor may specify for use in the identification, marketing, promotion, or operation of the Business. If Franchisee cannot lawfully use the Marks in the Protected Territory, Franchisee must obtain Franchisor's written approval to use other marks. Franchisee must also follow the copyright guidelines as specified by Franchisor in the Manual and which approval may not be unreasonably withheld, conditioned or delayed. Franchisor will indemnify Franchisee for any claims against misuse or infringement of Marks.

6.03 Change of Marks. Franchisor may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time of receiving written notification of any change, Franchisee must comply with the change, at Franchisee's sole expense unless Franchisor does not control the Marks in which case Franchisor shall bear cost of the Franchisee changing of the Marks.

6.04 Limitations on Franchisee's Use of the Marks. Franchisee must use the Marks as the sole identification of the Business but must also identify itself as the independent owner of the Business in the manner prescribed by Franchisor. All Marks must be displayed in the manner prescribed by the Franchisor. Franchisee may not use the Marks, or any words or symbols similar to the Marks, alone or with any prefix, suffix, modifying words, terms, designs, or symbols:

(a) as part of any entity or business name;

(b) in conjunction with any documents, contracts, licenses, permits and other official documents. Any reference to the Marks in any document must state that Franchisee's use of the Marks is limited by this Agreement;

(c) in any form on the Internet, including, but not limited to, addresses, domain names, links, metatags, locators, and search techniques;

(d) in connection with the performance or sale of any unauthorized services or products; or

(e) in any other manner not expressly authorized by Franchisor.

6.05 Marks on the Internet. Franchisor retains the sole right to use the Marks and market on the Internet, including all use of Web sites, domain names; URL's, linking, advertising, and co-branding arrangements. Franchisee may not establish a presence on the Internet except as we may specify, and only with our prior written consent. Franchisee will provide Franchisor with content for Franchisor's Internet marketing, and Franchisee must sign the Internet and intranet usage agreements when developed by Franchisor. Franchisor retains the right to approve any linking to or other use of GenCorp's Web site.

6.06 Marks in Advertising. Subject to Section 9.03, Franchisee must obtain Franchisor's prior written approval for any use of any item of printed, audio, visual, Internet, electronic media, or multimedia material of any kind bearing any of the Marks, unless supplied by Franchisor. Franchisee must indicate that it is "independently owned and operated."

6.07 Goodwill. All usage of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill that might be deemed to have arisen through Franchisee's operation of the Business or other activities will inure to the exclusive benefit of Franchisor.

6.08 Infringement. Franchisee must notify Franchisor in writing within three (3) days of obtaining knowledge of any possible infringement or illegal use by others of a trademark which is the same as or confusingly similar to the Marks. Franchisor may, in its sole discretion, commence or join any claim against the infringing party, and bear the reasonable costs associated with the action.

6.09 Signage. As specified by Franchisor, Franchisee must display signage bearing the Marks and identifying the Premises as a Franchise, and signage indicating that the Business is independently owned and operated as a franchised Business. All signage must remain current with the System's standards as Franchisor may modify periodically.

7. MANUAL AND CONFIDENTIAL INFORMATION

7.01 Confidential Information. The System, the Manual, and other Confidential Information are proprietary, involve Trade Secrets of Franchisor, and are disclosed to Franchisee solely on the express condition that Franchisee agrees, and Franchisee does hereby agree to:

(a) fully and strictly adhere to all security procedures prescribed by Franchisor, in its sole discretion, for maintaining the Confidential Information as confidential;

(b) disclose such information to its employees only to the extent necessary to market and for the operation of the Business in accordance with this Agreement;

(c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor; and

(d) exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the term of this Agreement, and follow Franchisor's security procedures, which include the execution of approved nondisclosure agreements, and intranet, extranet and Internet usage agreements when developed by Franchisor, by Franchisee and any employee or agent who is allowed access.

7.02 Standards and Authorized Use. Franchisee must maintain strict compliance with the Manual as presently set forth and as subsequently amended and revised.

7.03 Unauthorized Use. Franchisee must not copy or otherwise reproduce any Confidential Information and must establish procedures to prevent unauthorized use by any other person. Unauthorized use of the Manual or the System will constitute a breach of this Agreement and an infringement of our proprietary rights, including trade secrets and copyrights. You must promptly report any unauthorized use of the Manual or other Confidential Information.

7.04 Manual. Franchisor will loan to Franchisee during the term of the franchise one (1) copy of Franchisor's confidential operating Manual, which may be in print, on an access code-protected company intranet or extranet, or through other media. Franchisor reserves the right to require Franchisee to use the Manual in only an electronic format. The Manual will at all times remain the property of Franchisor, and Franchisee must immediately return the Manual to Franchisor upon expiration, termination, or Transfer of this Agreement. Franchisor may periodically update and revise the Manual. Franchisee acknowledges that its entire knowledge of the operation of the System is and shall be derived from information disclosed to Franchisee by Franchisor and that certain of such information is Confidential Information of Franchisor. Franchisee shall maintain the absolute confidentiality of all such Trade Secrets during and after the term of this Agreement and shall not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor. Franchisee is bound by the standards for maintaining the privacy of the Manual in the same manner as all other Confidential Information as provided in this Agreement.

7.05 Nondisclosure and Noncompetition Agreements. Franchisee and, in the event of a subsequent transfer to an entity, the entity, its owners, members, managers, partners or shareholders, officers, directors, agents, beneficial owners, and principal employees, as applicable shall execute Franchisor's standard Confidentiality and Covenant Not to Compete Agreement (Attachment V) before performing any work at the Business or otherwise having access to Franchisor's Confidential Information. A copy of all such signed agreements shall be delivered to Franchisor within one week of their execution.

7.06 Ownership of Customer Contracts and Business Records. Franchisee acknowledges and agrees that the Franchisor retains ownership of all customer contracts and all Business Records with respect to customers, clients, employees, and other service professionals of, and related to, the franchised Franchise including, without limitation, all databases (whether in print, electronic or other form), including all names, addresses, phone numbers, e-mail addresses, customer records, and all other records contained in the database, and all other Business Records created and maintained by Franchisee for evaluation and research purposes only. Franchisee further acknowledges and agrees that, at all times during and after the termination, expiration or cancellation of this Agreement, Franchisor may access such Business Records, and may utilize, transfer, or analyze such Business Records as Franchisor determines to be in the best interest of the System, in Franchisor's sole discretion. This will in no way cause harm to Franchisee's business.

8. FRANCHISOR'S DUTIES

8.01 Services Provided by Franchisor. Franchisor will provide initial and continuing services as it deems necessary or advisable in furthering Franchisee's Business and the business of the System as a whole and in connection with protecting the Marks and goodwill of Franchisor. Provision of services by Franchisor, either initial or continuing, is independent from the payment the Initial Franchise Fee or the continuing Royalty Fees. Notwithstanding the foregoing, Franchisor will provide the services listed below on a continuing basis.

8.02 Initial Start Up Kit. Franchisor will provide the following supplies and equipment at no additional charge:

START UP KIT

QTY	U/M	Product Description
1	QRT/EA	WINDOW CLEANER
1	QRT/EA	ACID BOWL CLNR QT
1	QRT/EA	NON-ACID RESTRM CLNR
1	EA	PUMIE SCOURING STICK
1	QRT/EA	CARPET SPOT CLEANER
1	EA	BOWL BRUSH
1	CAN/EA	WOOD POLISH
1	EA	FEATHER DUSTER
1	EA	30-59"LAMBSWOOL DUSTER
1	QRT/EA	ALL PURPOSE CLEANER
1	GL/EA	NEUTRAL FLOOR CLEANER
1	EA	MEDIUM DUTY SCRUBBING SPONGE
1	EA	BACK PACK VAC W/ATTACHMT KIT
1	EA	BLUE JANITOR MOP
1	EA	BREAK A WAY MOP HANDLE
1	ST	CM YELLOW 26QT COMBO BUCKET/SIDEPRESS
1	EA	BLACK ROUND HUSKEE DOLLY
1	EA	CADDY BAG
1	EA	44GL ROUND HUSKEE CAN
1	EA	STAINLESS STEEL CLEANER
1	DZ	MICROFIBER CLEANING CLOTH 12/CS BLUE
1	DZ	MICROFIBER DUSTING CLOTH 12/CS GREEN

START UP KIT		
QTY	U/M	Product Description
1	EA	SAFETY GOGGLES
1	BX	POWDERED LATEX EXAM GLOVES LARGE
2	EA	22-32 OZ TRIGGER SPRAYERS
2	EA	32OZ SPRAY BOTTLE

It is further agreed that any additional supplies and equipment ordered or consumed after this Initial Start-up Kit will be at purchased only from the Franchisor at the Franchisee's own expense.

8.03 Equipment, Inventory, Advertising and Services. Franchisor will specify or approve certain equipment and supplies used in the Business, as provided elsewhere in this Agreement. Franchisor may negotiate marketing programs with suppliers and obtain advertising allowances or rebates for doing so and may utilize such allowances or rebates in any manner in which Franchisor elects, in its sole discretion.

8.04 Initial Training. Franchisor will provide initial and ongoing training and assistance, as Franchisor may reasonably determine to be appropriate, within sixty (60) days of signing this Agreement. Franchisor will provide the initial training program at its corporate headquarters, or at another location designated by Franchisor, to Franchisee, it's designated Manager or other employee and any employees/contractors that are on board at the time of Initial Training. Franchisee and a designated manager and all employees/contractors must attend and satisfactorily complete the initial training program. The training program lasts for approximately 33 hours and will consist of classroom and video training including a discussion of the System, techniques, procedures, and methods of operation, ordering, accounting, support procedures and instructions on quality standards and practical, hands-on experience in the operation of the Franchise. Franchisee is responsible for personal travel, accommodation, and other costs of its employees while attending training. Additional training may be required in the Franchisors sole discretion due to customer complaints or poor service quality. There will be no charge for this additional mandatory training except for travel and living expenses. Franchisee will be charged a penalty of $25.00 for each employee/contractor scheduled for training that does not attend.

8.05 Ongoing Training. Franchisor reserves the right to hold and require Franchisee to attend annual conferences to discuss on-going changes in the industry, sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, and advertising programs. If the conference is mandatory, Franchisee will not be required to pay a conference fee but must pay all personal travel and living expenses for all of its employees attending the conference. Conferences will be held at Franchisor's corporate headquarters or at an alternate franchise chosen by Franchisor.

8.06 Opening and Continuing Assistance. Franchisor may provide on-site assistance in connection with initial training during the opening of the Franchise. Franchisor will provide reasonable ongoing assistance by telephone, email, or other form of communication to Franchisee during normal business hours. If Franchisee requires additional on-site assistance, Franchisee will be charged Franchisor's then-current additional assistance fee per day, plus travel and living expenses for Franchisor's representative.

8.07 Advertising and Promotional Programs. Franchisor will provide advertising and promotional programs as set forth in Section 9.

8.08 Development of Programs. Franchisor may develop new designs and service methods, as Franchisor deems beneficial to the System. Franchisor will offer such new design and service methods to Franchisee on terms reasonably determined by Franchisor.

8.09 Modification of System. Franchisor will periodically continue to improve, modify, and revise the Manual and the specifications, standards, and operating procedures and rules of the System, as set forth in Sections 2.02 and 7.04.

8.10 Central Purchasing. Franchisor reserves the right to implement a centralized purchasing system for franchisees and negotiate prices and terms with suppliers and to receive rebates from such purchases by Franchisees. Franchisor may utilize such rebated funds in any manner it chooses in Franchisor's sole discretion.

8.11 Web Site. Franchisor will provide information regarding Franchisee's Business on its Web site, as set forth in Section 9.02.

9. SOLICITATION AND ADVERTISING

9.01 Solicitation. You may not solicit or market your business to existing GenCorp clients or any account Franchisor is bidding on. Any account secured by Franchisee will be under contract with and administered by Franchisor.

9.02 Franchisee Advertising. At this time, Franchisee is not required to spend any amount of Franchisee's Gross Revenue on advertising and promotion.

In no event will Franchisee's expense in any Multi-Area Marketing Program and the National Advertising Fund exceed 2% of Gross Revenues. Franchisee may also be required to participate, at Franchisee's expense, in any Multi-Area Marketing Programs as determined by Franchisor. All expenditures will be reported to Franchisor at such times and in such manner as Franchisor specifies, including by electronic means. All Internet marketing is a part of Multi-Area Marketing Programs and must be coordinated through and approved by Franchisor. You may not market independently on the Internet or acquire an independent Internet domain name or Web site, but Franchisor will include Franchisee's Franchise on its Web site.

9.03 Advertising and Marketing Materials. Franchisor will provide Franchisee with reasonable amounts of advertising and marketing materials which may include, but are not limited to, video and audiotapes, multimedia, print-ready advertising materials, posters, banners, and other items. Franchisee must purchase any additional copies of advertising and marketing materials. Franchisee may develop and produce additional advertising and marketing materials, at Franchisee's own expense, but any advertising and marketing materials must be approved in writing by Franchisor in advance of Franchisee's use of such materials. Franchisor will approve or disapprove of materials submitted by Franchisee within fifteen (15) days of receipt. Franchisor also reserves the option of utilizing the advertising, without cost, developed by Franchisee and providing the advertising to other franchisees.

9.04 National Marketing Fund. In the future, Franchisee may be required to pay a fee into the National Marketing Fund to advertise the System on a regional, national, or international level. Franchisee may be required to pay a National Marketing Fund contribution equal to 2% of Franchisee's Gross Revenue at the same time and in the same manner as the Royalty Fee. Franchisor will hold the National Marketing Fund contributions in a separate bank account. Franchisor will use the National Marketing Fund for local, regional, national, Internet, or international advertising or marketing, development and maintenance of any Internet or e-commerce programs, related expenses, and any media or agency costs. Franchisor may also use the National Marketing Fund to attend franchise trade shows and other events. Franchisor may also use the funds to offset or partially rebate the franchisee local media and printing expenses. Franchisee acknowledges and agrees that expenditures from the National Marketing Fund may or may not be proportionate to contributions made by Franchisee or provide a direct or any benefit to Franchisee. The National Marketing Fund will be spent for the purposes set forth above at Franchisor's sole discretion, and Franchisor has no fiduciary duty with regard to the National Marketing Fund. Franchisor may accumulate these funds, and the balance may be carried over to subsequent years and used for the purposes stated in this Agreement. If the National Marketing Fund operates at a deficit or requires additional funds at any time, Franchisor reserves the right to loan such funds to the National Marketing Fund on any terms Franchisor determines. Franchisor may also utilize the National Marketing Fund to reimburse itself for administrative expenses incurred in administering the National Marketing Fund. An unaudited annual financial statement of the National Marketing Fund will be prepared within one hundred twenty (120) days of the close of Franchisor's fiscal year and will be available to Franchisee upon request.

10. FRANCHISE LOCATION AND OPENING

10.01 The Franchise may be operated from a home-based location and the home address will be the Franchise address. (Attachment I). We do not assist with site selection should you choose to operate from a different location. You should be able to open your Business within 90 to 180 days after completion of the Initial Training. Within 90 days after completion of the Initial Training, we will provide you with the names and addresses of the janitorial accounts based on the Initial Business Package you purchased. You may reject the Initial Business Package; however, GenCorp will then be entitled to an additional 90 days to offer another Initial Business Package. If you do not make reasonable efforts to open your franchise by the end of six months, including acceptance of your Initial Business Package as described above, we may terminate the Franchise Agreement and retain all monies received.

11. RECORDS AND REPORTS

11.01 Records. Franchisee must keep and transmit complete and accurate Business Records on a current basis relating to the Business in the form, time, and manner that Franchisor prescribes. Franchisee must provide Franchisor with all hard copies, and access to electronic reports, as reasonably prescribed. Franchisee must maintain records, which accurately reflect all operational aspects of the Franchise including customer service reports as may be required by Franchisor.

11.02 Franchisee agrees that all records remain the property of the Franchisor, including all customer data bases. Customers remain the sole property of Franchisor.

12. FRANCHISEE'S DUTIES

12.01 Compliance with Applicable Laws. Franchisee agrees to (i) comply with all applicable laws, ordinances and regulations or rulings, or licensing requirements, of every nature whatsoever which in any way regulate or affect the operation of its Business, (ii) pay promptly all taxes and business expenses, and (iii) comply with all laws covering occupational hazards, accommodations for the disabled, including without limitation, the Americans with Disabilities Act, if applicable, health, workers' compensation insurance and unemployment insurance. Franchisee agrees, at its expense, to modify its Franchise, if necessary, to comply with any such applicable laws or regulations. Franchisee shall not engage in any activity or practice that result, or may reasonably be anticipated to result, in any public criticism of the System or any part thereof.

12.02 System Compliance. Franchisee must comply with the System, the Manual, and all systems, procedures and forms, as in effect from time to time. All mandatory specifications, standards, and operating procedures prescribed by Franchisor in the Manual, or otherwise communicated to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth herein. Accordingly, all references in this Agreement to Franchisee's obligations under this Agreement, including to the Franchise, equipment, procedures shall include such mandatory specifications, standards, and operating procedures. Franchisor may require Franchisee to add additional concepts to the Business in the future; however, these concepts will be complementary.

All franchised services will be provided and/or supervised by Franchisee and performed in a manner satisfactory to the customer. Franchisee must resolve all customer complaints to the satisfaction of the customer. Failure to do so can result in the Franchisee's loss of the account or termination of the Franchise Agreement. We may also terminate the franchise agreement for theft, failure to pay employee's or contractor's, if you are careless with your customers' security, or you misrepresent GenCorp.

12.03 Uniformity and Image. In order to maintain uniform standards of quality, appearance, and marketing, it is essential that Franchisee conform to Franchisor's standards and specifications set forth in the Manual and the System. While Franchisee will manage its own operations and employees, Franchisee must agree and conform to all the requirements of this Section, including compliance with employee uniforms and ID badges, use of approved and proper cleaning chemicals, equipment and supplies.

12.04 Operations. Franchisee must operate the Business in accordance with the System and Manual, as amended by us in our discretion. Franchisee or a fully trained and qualified manager ("Manager") approved by Franchisor must participate personally and full-time in the Business.

12.05 Right of Entry and Inspection. Franchisee must permit Franchisor or its authorized agent or representative to enter the Premises during normal business hours and to reasonably inspect the operations of the franchised Business. Without any liability to Franchisee, Franchisor may confiscate any materials which Franchisor, in its reasonable judgment, determines to be either illegal or in violation of this Agreement. Franchisor shall have the right to observe Franchisee and its customers/clients rendering services, to confer with Franchisee's employees and customers/clients and to generally review the Business operations for compliance with the standards and procedures set forth in the Manual. Franchisee also acknowledges that the Franchisor may perform unannounced or surprise inspections for quality of service at any customer's location at any time.

12.06 Restrictions on Services and Products. Franchisee is prohibited from offering for sale any products and services including cleaning chemicals, equipment and supplies, not authorized by Franchisor as being a part of the System. Franchisee shall purchase cleaning chemicals, supplies and equipment required for the operation of the Business from suppliers designated or approved by Franchisor. Franchisor is currently the only approved supplier of certain chemicals and supplies. However, if Franchisee proposes to offer, conduct or utilize any services, products, materials, forms, items, supplies or services for use in connection with the Business which are not previously approved by Franchisor as meeting its specifications, Franchisee shall first request approval in writing from

Franchisor. Franchisor may, in its sole discretion, for any reason whatsoever, elect to withhold such approval; however, in order to make such determination, Franchisor may require submission of outlet design specifications, information of such equipment and supplies. Franchisor will advise Franchisee within a reasonable time whether such equipment and supplies meet its specifications. Approved equipment descriptions and supplier contact information are prescribed in the Manual. If there is no designated or approved supplier for particular items, Franchisee may purchase from suppliers approved in advance by Franchisor who meet all of Franchisor's specifications and standards as to quality, composition, finish, appearance and service, and who shall adequately demonstrate their capacity and facilities to supply Franchisee's needs in the quantities, at the times, and with the reliability requisite to an efficient operation of the Business. Franchisor reserves the right to revoke approval from any supplier or vendor in its sole discretion, that does not meet Franchisor's specifications. Written notification will be provided to the Franchisee, and Franchisee will discontinue use of the product or supply upon receipt of the notification.

12.07 Limitations on Supply Obligations. Nothing in this Agreement shall be construed to be a promise or guarantee by Franchisor as to the continued existence of a particular product, nor shall any provision herein imply or establish an obligation on the part of Franchisor to sell equipment and supplies to Franchisee if Franchisee is in arrears on any payment to Franchisor or otherwise in default under this Agreement. If Franchisee fails to pay in advance in full for each shipment of equipment and supplies purchased, Franchisor shall not be obligated to sell equipment and supplies to Franchisee. In addition, Franchisor may impose interest on any late payments on the terms described in Section 5.04.

12.08 Insurance. Franchisee must keep in force insurance policies as prescribed by Franchisor in the Manual by an insurance company acceptable to Franchisor at all times during the term of this Agreement and any renewals. Insurance coverage must include motor vehicle liability, janitorial bonding, public liability, employee liability, general liability, combined single limit, bodily injury and property damage insurance for premises operations, products liability and all other occurrences against claims of any person, employee, customer, and agent or otherwise in an amount per occurrence of not less than such amount set forth in the Manual and adjusted by Franchisor from time to time. Insurance policies must insure both Franchisee and Franchisor, its officers and directors, as additional named insured against any liability which may accrue against them by reason of the ownership, maintenance or operation by Franchisee of the Business. The policies must also stipulate that Franchisor shall receive a thirty (30) day prior written notice of cancellation. Original or duplicate copies of all insurance policies, certificates of insurance or other proof of insurance acceptable to Franchisor shall be furnished to Franchisor together with proof of payment within thirty (30) days of issuance thereof. In the event Franchisee fails to obtain the required insurance and keep the same in full force and effect, Franchisee shall pay Franchisor upon demand the premium cost thereof, which Franchisor shall then forward to the insurance carrier. Notwithstanding the foregoing, failure of Franchisee to obtain insurance constitutes a material breach of this Agreement entitling Franchisor to terminate this Agreement pursuant to the provisions of this Agreement. Franchisee will also procure and pay for all other insurance required by state or federal law, including, without limitation, workers' compensation and unemployment insurance.

12.09 Appearance and Customer Service. Franchisee and its employees shall (i) maintain a clean and attractive appearance, (ii) give prompt, courteous and efficient service to the public, and (iii) otherwise operate the Business in strict compliance with the policies, practices and procedures contained in the Manual so as to preserve, maintain and enhance the reputation and goodwill of the

System. Franchisee may not alter, change, or modify the System, including the Franchise, in any way without the prior written consent and approval of Franchisor.

12.10 You must also make available 24 hour customer emergency service and maintain adequate customer response times for customers.

12.11 Training. Franchisee, its designated Manager and all employees must complete Franchisor's initial training program described in Section 8.04 above. Franchisor shall train Franchisee's employees according to standards and procedures established by Franchisor.

12.12 Correction of Defects. Should Franchisor notify Franchisee at any time of defects, deficiencies or unsatisfactory conditions in the appearance or conduct of the Business, Franchisee shall correct within a reasonable time, any such items. Franchisee shall establish and maintain an image and reputation for the Business consistent with the standards set forth in this Agreement, the Manual, or as otherwise specified by Franchisor. Franchisee shall keep its Franchise clean and in good order and repair at all times.

12.13 Indemnification. Franchisee agrees to indemnify, defend and hold harmless Franchisor, its parent corporation, its subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, successors and assignees against all claims and liabilities directly or indirectly arising out of the operation of the Business or arising out of the use of the Marks and System in any manner not in accordance with this Agreement. For purposes of this indemnification, claims shall mean and include all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim, including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. Franchisor shall have the right to defend any such claim against it. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Franchisee shall not however, be liable for claims arising as a result of Franchisor's intentional or fraudulent acts, omissions or negligence.

12.14 Computer Systems. Franchisee must acquire, maintain, and upgrade computer, information processing and communication systems, including all applicable hardware, software, and Internet and other network access providers, and Web site vendors, as prescribed in the Manual. Franchisee must comply with any separate software or other license agreement that Franchisor or its designee uses in connection with providing these services.

12.15 Employees and Contractors. Franchisee will promptly pay when due all payments to independent contractors and employees who provide services to the Franchisee. Failure to pay wages or contracts when due will result in the removal of the Franchisee from the customer account(s) in which the contractor or employee worked. Franchisor may re-sell the customer account(s) in its sole discretion. Failure to pay wages or contracts will also be considered a material breach of the Franchise Agreement and may result in termination. Franchisor will not be held liable for Franchisees failure to pay wages or contracts.

13. DEFAULT AND TERMINATION

13.01 Termination by Franchisee. Franchisee may terminate this Agreement if Franchisor violates a material provision of this Agreement and fails to remedy or to make substantial progress toward curing the violation within ninety (90) days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective ten (10) days after Franchisor receives written notice of termination. If Franchisee terminates this Agreement under this provision, Franchisee must follow the termination procedures as set forth in Section 13.03.

13.02 Termination by Franchisor. Subject to applicable law to the contrary, Franchisor may, at its option, terminate this Agreement before its expiration as set forth below:

(a) With Notice of 30 Days. This Agreement will terminate thirty (30) days after Franchisor gives written notice to Franchisee and Franchisee fails to cure the defect within the 30-day period, in the event that:

(i) Franchisee fails or refuses to maintain and operate the Business in compliance with this Agreement, the System, or the Manual;

(ii) Franchisee fails to pay Franchisor or suppliers for obligations under this Agreement;

(iii) If Franchise Owner intentionally under-reports Franchise Owner's gross billings or sales in any amount, or, regardless of intent, under-reports such sales in excess of three percent (3%) in any calendar quarter or year;

(iv) Franchisee fails to comply with any material federal, state, or local law or regulation applicable to the operation of the Business; or

(v) Franchisee is in breach of any other term, condition, or provision of this Agreement.

(b) Without Notice. This Agreement and license will immediately terminate without notice in the event that:

(i) Franchisee misrepresented or omitted material facts which induced Franchisor to enter into this Agreement or engages in conduct which reflects materially and unfavorably upon the operation and/or reputation of the franchised Business or the GenCorp System;

(ii) "Conduct reflecting materially and unfavorably upon the operation and/or reputation of the franchised Business or the GenCorp System" may include many things, of which the following are merely examples: theft by Franchise Owner or Franchise Owner's employees; carelessness with customer security; failing repeatedly to correct deficiencies pointed out by a customer or by Unit Franchisor; disparaging Unit Franchisor or the GenCorp System; cheating on royalties; violating the non-compete provisions of this Agreement; using illegal drugs or alcohol, or being inebriated, on the job; discontinuing service to a customer for any reason without Unit Franchisor's consent; misusing any of the Marks; Failure to pay when due any employee wages or contractor earnings; etc.

(iii) Franchisee fails to complete the required initial training.;

(iv) A permanent or temporary receiver or trustee for the Franchise or all or substantially all of Franchisee's property is appointed by any court, or any such appointment is consented to or not opposed through legal action by Franchisee, or Franchisee makes a general assignment for the benefit of Franchisee's creditors or Franchisee makes a written statement to the effect that Franchisee is unable to pay its debts as they become due, or a levy or execution is made on the license, or an attachment or lien remains on the Franchise for thirty (30) days unless the attachment or lien is being duly contested in good faith by Franchisee and Franchisor is advised in writing;

(v) Franchisee loses possession or the right of possession of all or a significant part of the Franchise through casualty, numerous customer complaints; or

(vi) Franchisee contests the validity of, or Franchisor's ownership of, any of the Marks in any court or proceeding; or

(vii) Franchisee makes an unauthorized Transfer; or

(viii) If Franchise Owner fails, for a period of ten (10) days after notification of noncompliance, to comply with any federal, state, or local law or regulation applicable to the operation of the Business; or

(ix) Franchisee is a business entity and any action is taken which purports to merge, consolidate, dissolve or liquidate the entity without Franchisor's prior written consent; or

(x) Franchisee voluntarily abandons or ceases operation of the Business for more than five (5) consecutive days during which Franchise Owner is required by this Agreement to operate the Business, or for any period of less than five (5) days after which it is not unreasonable under the facts and circumstances for Unit Franchisor to conclude that Franchise Owner does not intend to continue to operate the Business, unless such failure is due to fire, flood, earthquake, or other force majeure. [In fact, your customers likely will abandon you faster than that.]; or

(xi) If Unit Franchisor makes a reasonable determination that continued operation of the franchised Business by Franchise Owner will result in an imminent danger to public health or safety; or

(xii) If the parties agree in writing to terminate this Agreement; or

(xiii) If Franchise Owner, after curing any failure in accordance with California Business & Professions Code § 20020, engages in the same noncompliance whether or not such noncompliance is corrected after notice; or

(xiv) The Franchisee or any owner of greater than five percent (5%) of the Franchisee entity or operator is charged or convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of the Franchisor, to materially and unfavorably affect the GenCorp System, Marks, goodwill or reputation.

13.03 Effect of Termination. Upon any termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, and indemnity, will remain in effect, and Franchisee must immediately:

(a) pay us within 15 days after the effective date of termination liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (i) 24 (being the number of months in two full years), or (ii) the number of months remaining in the Agreement had it not been terminated, whichever is higher;

(b) return to Franchisor all copies of the Manual, customer lists, records, files, instructions, brochures, advertising materials, agreements, Confidential Information and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items;

(c) cancel or assign within five (5) days all registrations relating to its use of any of the Marks, in Franchisor's sole and absolute discretion. Franchisee must notify the telephone, Internet, email, electronic network, directory, and listing entities of the termination or expiration of the Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and must authorize their transfer to the Franchisor or any new franchisee as may be directed by the Franchisor. The Franchisee acknowledges as between the Franchisor and the Franchisee, the Franchisor has the sole rights to, and interest in, all numbers, addresses, domain names, locators, directories and listings used by Franchisee to promote the System. The Franchisee hereby irrevocably appoints the Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. Such appointment is evidenced by Attachment III;

(d) cease doing business under any of the Marks, cancel any assumed name registration that includes any of the Marks, assign all domain names and Internet directory listings that contain the Marks to Franchisor, and refrain from identifying itself as a GenCorp franchisee;

(e) allow Franchisor or representatives access to the Business and the computer systems to verify and secure Franchisee's compliance with the obligations under this Agreement;

(f) allow Franchisor to make a final inspection and audit of your computer system, books, records and accounts; and

(g) abide by the terms of the required noncompetition covenant.

In the event that Franchisee terminates this Agreement for cause as set forth in Section 13.01, Franchisee is not required to abide by the noncompetition covenants.

13.04 Failure to Cease or Remove Identification. If, within thirty (30) days after termination of this Agreement by Franchisor, Franchisee fails to remove all displays of the Marks from the Franchise which are identified or associated with the System, Franchisor may enter the Franchise to effect removal. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any displays or materials. If, within thirty (30) days after termination Franchisee has not taken all steps necessary to amend or terminate any registration or filing of any fictitious name or any other registration or filing containing the Marks, Franchisee hereby irrevocably appoints Franchisor as Franchisee's true and lawful attorney for Franchisee, for the purpose of amending or terminating all registrations and filings, this appointment being coupled with an interest to enable Franchisor to protect the System.

13.05 Other Claims. Termination of this Agreement will not affect, modify or discharge any claims, rights, causes of action or remedies, which Franchisor may have against Franchisee, whether such claims or rights arise before or after termination.

14. TRANSFER.

14.01 Prohibited Acts. Any unauthorized Transfer or other conveyance, by operation of law or otherwise, or any attempt to do so, shall be deemed void, a breach of this Agreement, and grounds for termination of this Agreement by Franchisor.

14.02 Transfer by Franchisor. Franchisor's obligations under this Agreement are not personal, and Franchisor can unconditionally assign and transfer, in its sole and absolute discretion, this Agreement to another person or business entity at any time. Franchisor does not need permission of Franchisee for the transfer, and may transfer free of any responsibility or liability whatsoever to the Franchisee, provided the transferee assumes the Franchisor's material obligations. Franchisor may also:

(a) sell or issue its stock, other ownership interests, or assets, whether privately or publicly;

(b) merge with, acquire, or be acquired by another entity, including an entity that competes directly with Franchisee; or

(c) undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring.

14.03 Transfer by Franchisee. Franchisee's obligations under this Agreement are personal and may not be voluntarily or involuntarily sold, pledged, assigned, transferred, shared, subdivided, sub franchised, encumbered or transferred in any way without the prior express written approval of Franchisor. Franchisor will not unreasonably withhold, delay or condition its consent to any proposed transfer or assignment by Franchisee which requires Franchisor's consent under Section 14.03 of the Franchise Agreement.

14.04 Conditions for Transfer or Assignment. No Transfer of this Agreement will be approved by Franchisor or be effective unless and until:

(a) Franchisee is under no default in the performance or observance of any of its obligations under this Agreement or any other agreement with Franchisor at the time Franchisee requests permission to assign this Agreement or at the time of the assignment;

(b) Franchisee has settled all outstanding accounts with Franchisor, and Franchisee, and every principal of Franchisee's entity, have executed a general release (Exhibit G) of Franchisor and all principals of Franchisor from all claims that may be brought by you or any principal;

(c) the proposed transferee pays Franchisor a fee to transfer the Business (the "Transfer Fee") in the amount of $1,000.00 unless the transferee is:

(i) a corporation of which Franchisee is the majority stockholder, or a child, parent, sibling or spouse of Franchisee, in which case no Transfer Fee will be required.

(d) the proposed transferee executes a separate franchise agreement with Franchisor, using the then-current form of franchise agreement;

(e) the proposed transferee pays $500 for, attends, and satisfactorily completes the training program for new franchisees unless:

(i) the transferee is a current franchisee in good standing in the System, or

(ii) the transferee is and has been a Manager for a period of one year or more of a Franchise in good standing;

(f) the individual proposed transferee, or the stockholders, partners, members, or trustees and beneficiaries of a proposed entity transferee, each execute a personal guarantee, jointly and severally guaranteeing the performance of the proposed transferee's obligations;

(g) the proposed transferee demonstrates to Franchisor's satisfaction that it, in all respects, meets Franchisor's standards applicable to new franchisees regarding experience, personal and financial reputation and stability, willingness and ability to devote his or her full time and best efforts to the operation of the franchised Business, and any other conditions as Franchisor may reasonably apply in evaluating new franchisees. Franchisor must be provided all information about the proposed transferee as it may reasonably require. Because of the confidential information available to a franchisee, no assignment to a competitor of the System will be permitted;

14.05 Transfer to an Entity. Notwithstanding the preceding section, Franchisee may Transfer its rights and obligations under this Agreement without Franchisor's consent, to an entity in which Franchisee owns one hundred percent (100%) of the outstanding stock, provided:

(a) Franchisee remains on the Agreement as a party and the entity is added as a co-party;

(b) Franchisee, or Franchisee's operational partner or Manager approved by Franchisor, continues to devote full time and best efforts to manage the daily operations of the Business;

(c) the entity's activities are confined exclusively to operating the franchised Business; and

(d) the entity assumes joint and several liability with Franchisee.

14.06 Death of Franchisee. Upon the death of an individual Franchisee, the rights granted by this Agreement may pass (without payment of any Transfer Fee) to the next of kin or legatees, provided that Franchisee's legal representatives will within one hundred twenty (120) calendar days of Franchisee's death apply in writing to Franchisor for the right to transfer to the next of kin or legatee Franchisee's rights under this Agreement. Franchisor will not unreasonably withhold permission so long as the proposed transferees meet each of the then-current requirements of franchisees.

14.07 Right of First Refusal. Franchisee grants Franchisor the right to purchase the Business on the same terms and conditions specified in a bona fide written offer from a qualified third party. Within seven (7) days after receipt of the bona fide offer acceptable to Franchisee to transfer all or part of the Business, Franchisee must forward a signed copy of the written offer to Franchisor. Franchisor will then have access to all Franchisee's Business Records in order to evaluate the offer, and may purchase the Business upon notification to Franchisee within thirty (30) days and 60 additional days to close the transaction.

14.08 Election of Right / Set Offs. If Franchisor elects to exercise its option to purchase under this Agreement, Franchisor will have the right to set off against any payment all amounts due from Franchisee under this Agreement and the cost of the appraisal, if any.

14.09 Rights After Refusal. If Franchisor does not exercise its right to purchase within the required timeframe, Franchisee may transfer the Business to the third party, but not at a lower price or on more favorable terms than disclosed to Franchisor in writing. Such transfer remains subject to Franchisor's prior written approval and other conditions specified in this Agreement. If Franchisor does not transfer the franchised Business to the transferee on the same terms offered to Franchisor, then Franchisee must again extend the right of first refusal to Franchisor in the manner described above, before another desired transfer.

15. GENERAL PROVISIONS

15.01 Covenants Not to Compete. During the term of this Agreement and for two (2) years after termination, transfer, or expiration of this Agreement for any reason, neither Franchisee, nor persons associated with Franchisee, including owners, managers, employees or agents, may participate directly or indirectly or serve in any capacity in any business engaged in the commercial cleaning and janitorial service the same as, similar to, or competitive with the System. This covenant not to compete applies: (i) during the term of the Agreement, within any state in which Franchisor, or franchisees do business; and after termination within a fifty (50) mile radius from the boundary of Franchisee's Protected Territory, and from any franchised, Franchisor-owned or affiliated company-owned premises; (ii) on the Internet; and (iii) on any other Multi-Area Marketing channels used by Franchisor.

This covenant not to compete is given in part in consideration for training and access to Franchisor's Trade Secrets, and which, if used in a competitive business without paying royalties and other payments, would give Franchisee an unfair advantage over Franchisor and Franchisor's franchisees. The unenforceability of all or part of this covenant not to compete in any jurisdiction will not affect the enforceability of this covenant not to compete in other jurisdictions, or the enforceability of the remainder of this Agreement.

15.02 Stock Ownership. Nothing in this Section will prevent any active officer of Franchisee or member of Franchisee's family either individually or collectively, from owning not more than a total of five percent (5%) of the stock of any company, which is subject to the reporting requirements of Sections 11 or Subsection 14(d) of the Securities and Exchange Act of 1934.

16. DISPUTE RESOLUTION

16.01 Negotiation. The parties will first attempt to resolve any dispute relating to or arising out of this Agreement by negotiation. Franchisor will provide a procedure for internal dispute resolution as set forth in the Manual, and this procedure may be revised periodically in Franchisor's discretion.

16.02 Right to Relief. To protect from violations that would cause immediate loss and damages, Franchisor and Franchisee each have the right to seek from a court of competent jurisdiction:

(a) injunctive relief and any related incidental damages;
(b) an action for disputes or claims related to or based on the Marks; and
(c) enforcement of a covenant not to compete.

16.03 Arbitration. Except as specifically provided under this Agreement, any dispute or claim relating to or arising out of this Agreement must be resolved exclusively by mandatory arbitration by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") or another arbitration service agreed to by the parties. Arbitration will be conducted solely on an individual, not a class-wide, basis, unless all parties so agree. No award in arbitration involving Franchisor will have any effect of preclusion or collateral estoppel in any other adjudication or arbitration. A single arbitrator shall be selected in accordance with standard AAA procedure, and the proceedings will be conducted at its Moreno Valley, California, office. Each party shall bear all of its own costs and attorneys' fees and one-half of the arbitrator's expenses. The decision of the arbitrator shall be final and binding.

16.04 Applicability. This dispute resolution section applies to claims by and against all parties and their successors, owners, managers, officers, directors, employees, agents, and representatives, as to claims arising out of or relating to this Agreement, except as stated above. This dispute resolution clause shall survive the termination or expiration of this Agreement.

16.05 Governing Arbitration Law. Notwithstanding any choice of law provision of this Agreement, all issues relating to arbitration or the enforcement of the agreement to arbitrate contained in this Agreement are governed by the U.S. Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the U.S. federal common law of arbitration. This federal act preempts any state rules on arbitration, including those relating to the site of arbitration. Judgment on an arbitration award, or on any award for interim relief, may be entered in any court having jurisdiction, and will be binding.

16.06 Governing Law/Consent to Venue and Jurisdiction. Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq*.) or other federal law, this Agreement shall be interpreted under the laws of the state of California and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the state of California, which laws shall prevail in the event of any conflict of law. Franchisee and Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving Franchisee, its officers, directors, managers or partners (collectively, "Franchisee Affiliates") and Franchisor, its parent, subsidiaries or affiliates and their respective officers, directors and sales employees (collectively, "Franchisor Affiliates") the parties agree that the exclusive venue for disputes between them shall be in the state and federal courts of California or the Moreno Valley, California office of the AAA and each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of California or the Moreno Valley, California office of the AAA. Franchisor, Franchisor Affiliates, Franchisee and Franchisee Affiliates each waive their rights to a trial by jury.

16.07 Limitations on Actions. Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or arbitration proceeding brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of two (2) years from the date of discovery of the conduct or event that forms the basis of the legal action or proceeding.

17. RELATIONSHIP OF THE PARTIES

17.01 Independent Contractor. Franchisee is an independent contractor and is not an agent, partner, joint venturer, or beneficiary of Franchisor, nor is Franchisor a fiduciary of Franchisee. Neither party will be bound or obligated by the other, except as set forth in this Agreement. Franchisee may not act as an agent in the Franchisor's name or on behalf of the Franchisor for any purpose whatsoever.

17.02 Operations and Identification. Franchisee must conspicuously identify itself in all dealings with the public as "independently owned and operated" separate from Franchisor. Franchisee's employees are employees of the Franchisee alone and are not, for any purpose, considered employees under the control of Franchisor. Franchisor and Franchisee must file separate tax, regulatory, and payroll reports for each party's own operations, and must indemnify the other for any liability arising from the other's reports.

18. MISCELLANEOUS

18.01 Entire Agreement. This Agreement, together with all written related agreements, exhibits and attachments, constitutes the entire understanding of the parties and supersedes all prior negotiations, commitments, and representations. Nothing in the Agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document.

18.02 Modification. No modifications of the terms of this Agreement shall be valid unless made in writing and executed by both Franchisor and Franchisee. However, the Manual may be periodically modified by Franchisor and shall be fully enforceable against Franchisee.

18.03 Waiver. Franchisor's waiver of any particular right by Franchisee will not affect or impair Franchisor's rights as to any subsequent exercise of that right of the same or a different kind; nor will any delay, forbearance or omission by Franchisor to execute any rights affect or impair Franchisor's rights as to any future exercise of those rights.

18.04 Severability. If any part of this Agreement, for any reason, is declared invalid by an arbitrator or court, the declaration will not affect the validity of any remaining portion. The remaining portion will remain in force and effect as if this Agreement were executed with the invalid portion eliminated or curtailed. All partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

18.05 Conflict with Local Law. If any provision of this Agreement is inconsistent with a valid applicable law, the provision will be deemed amended to conform to the minimum standards required. The parties may execute an Addendum setting forth certain of these amendments applicable in certain jurisdictions, which will apply only so long as and to the extent that then applicable laws referred to in the addendum remain validly in effect.

18.06 Section Headings. Titles of articles and sections are used for convenience of reference only and are not part of the text, nor are they to be construed as limiting or affecting the construction of the provisions.

18.07 Legal Costs. If either party institutes a legal proceeding, including court proceeding and arbitration, and prevails entirely or in part in any action at law or in equity against the other party based entirely or in part on the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any judgment, reasonable attorneys' fees, court costs and all of the prevailing party's expenses in connection with any action at law.

18.08 Obligations. Franchisor has no liability for Franchisee's obligations to any third party whatsoever.

18.09 Continuation of Agreement. The provisions of this Agreement, which by their terms or by reasonable implication require performance by Franchisee after assignment, expiration or termination, remain enforceable notwithstanding the assignment, expiration or termination of this Agreement, including those pertaining to non-competition, intellectual property protection, confidentiality and indemnity. This Agreement inures to the benefit of and is binding on the respective heirs, legal representatives, successors, and permitted assigns of the parties.

18.10 Delivery. All notices and other communications required by this Agreement must be in writing and must be delivered in person, sent by Federal Express or U.S. Mail overnight delivery, or by registered or certified mail, return receipt requested, or in any other manner Franchisor may designate. Communications sent to Franchisor must be sent to the attention of the Chief Executive Officer at Franchisor's address or at any other address Franchisor designates in writing. Communications to Franchisee will be sent to Franchisee at Franchisee's last known business address, or at any other address Franchisee designates in writing. Any notice is considered given and received, when delivered in person, or on the third business day following the mailing, if mailed.

18.11 Joint and Several Liability. If two or more persons or entities or any combination sign this Agreement, each will have joint and several liability. All owners and controllers of an entity or association which comprise the Franchisee are jointly and severally liable for the obligations of the Franchisee under this Agreement.

18.12 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.13 Set Off. Franchisee may not set off any amounts owed to Franchisor under this Agreement nor may Franchisee withhold any amounts owed to Franchisor due to any alleged non-performance by Franchisor under this Agreement. Franchisee waives any right to set off.

18.14 Completion of Agreement. The parties agree to acknowledge, execute and deliver all further documents, instruments or assurances and to perform all further acts or deeds as may be reasonably required to carry out this Agreement.

19. ACKNOWLEDGEMENT

BY SIGNING THIS AGREEMENT, FRANCHISEE ACKNOWLEDGES THAT:

(a) **FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE GENCORP SYSTEM AND RECOGNIZES THAT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISK AND WILL LARGELY DEPEND UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS PERSON; AND**

(b) **FRANCHISOR HAS NOT GIVEN AND FRANCHISEE HAS NOT RECEIVED ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTY REGARDING POTENTIAL VOLUME, PROFITS, OR SUCCESS OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT, OTHER THAN THE FIGURES PROVIDED IN THE ITEM 19 OF THE DISCLOSURE DOCUMENT; AND**

(c) **FRANCHISEE IS NOT A PARTY TO OR SUBJECT TO AGREEMENTS THAT MIGHT CONFLICT WITH THE TERMS OF THIS AGREEMENT AND AGREES NOT TO ENTER INTO ANY CONFLICTING AGREEMENTS DURING THE TERM OR ANY RENEWAL TERMS;**

(d) **FRANCHISEE HAS RECEIVED THE FRANCHISE DISCLOSURE DOCUMENT DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION WITH APPLICABLE EXHIBITS AT LEAST FOURTEEN (14) CALENDAR DAYS BEFORE THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED, AND HAS RECEIVED A COPY OF THE COMPLETE GENCORP FRANCHISE AGREEMENT AT LEAST SEVEN (7) CALENDAR DAYS BEFORE THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED**

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement in two (2) or more counterparts on the day and year first above written.

FRANCHISOR: **FRANCHISEE:**

C & M Cleaning Services, Inc.

By:

____
(Name) (Title)

Date Signed: ________________________

____
Signature

____
Printed Name
Date Signed: __________________

____
Signature

____
Printed Name
Date Signed: __________________

ATTACHMENT I
TO FRANCHISE AGREEMENT
ADDENDUM

THIS ADDENDUM to the C & M Cleaning Services, Inc. Franchise Agreement ("Agreement") dated ______________, 20___ between C & M Cleaning Services, Inc. ("Franchisor") and ___________________________________ ("Franchisee"), is made effective as of the date of the Franchise Agreement..

1. **Principal Business Address.** Franchisee's Principal Business Address is:
____
____

2. **Initial Franchise Fee.** The Franchisee shall pay $_______________ (Amount of Franchise Fee) as an Initial Franchise Fee pursuant to Section 5.02 of the Agreement.

3. **Customer Accounts Purchased.** Franchisee hereby selects the following Business Package:

Volume $__________ Monthly Payment $___________ Term_________

Fully executed this _____ day of __________________, 20___.

C & M Cleaning Services, Inc.

By:___________________________________

____
[Printed name]

____
Date signed

FRANCHISEE:

____
Signature

____
[Printed name]

____
Date Signed

____
Signature

____
[Printed name]

____

ATTACHMENT II
TO FRANCHISE AGREEMENT

AUTHORIZATION AGREEMENT
FOR PREAUTHORIZED PAYMENT SERVICE

ELECTRONIC PAYMENT AUTHORIZATION

I (or We if there are joint owners of the account referenced later in this agreement) authorize and request C & M Cleaning Services, Inc. (the "Company") to obtain payment for all royalty amounts I (we) owe to the Company pursuant to the Franchise Agreement between the Company and me (us), as these amounts become due by initiating a payment entry to my (our) account. The account number, name of financial institution, payment amount, and date on or immediately after which payment should be deducted from the account are identified below. In addition, I (we) authorize and request the financial institution, now referred to as the Bank, to accept the payment entries presented to the Bank and to deduct them from my (our) account without responsibility for the correctness of these payments.

I also agree to maintain the designated account(s) as open to prevent rejected or returned entries. I understand that items returned by the bank or rejected by the credit card company will be subject to additional fees as stated in the Franchise Agreement.

FRANCHISE: ____

BUSINESS CHECKING ACCOUNT

Bank or other Financial Institution: ______________________________

Account Number: ______________________ Routing Number: __________

Please attach a check marked 'void' for this business checking account.

CREDIT CARD OPTION

If you would prefer to use a credit card to pay the funds electronically, please complete the following and please update the card information as applicable (Expiration Date, etc.).

Name on Card and Card Number: ____ ______________________________

Expires: ____________________ Code: ______________

Billing Address: ____

A 3% (or amount as determined by current rates) charge will apply to all payments made by credit card.

Your Name(s): ____
(please print)

Signature(s): ______________________ ______________

Date Signed: ________________

ATTACHMENT III
TO FRANCHISE AGREEMENT

PROPOSED TRADE NAME and DELEGATION OF AUTHORITY

1. Franchisee may not commence operation of the franchise, unless and until the Franchisor approves the trade name / assumed name under which Franchisee will operate the business.

Franchisee's Proposed Trade Name: ____

The above Proposed Trade Name is approved by the Franchisor:

C & M Cleaning Services, Inc.

By: ___________________________

____
Date approved

2. If the franchisee is comprised of more than one individual, please provide the name of the *one individual* that has final and ultimate authority to represent and make binding decisions on behalf of the franchisee:

We hereby designate ______________________________ as the sole individual who has authority to act on our behalf

____
Date

____
Signature

____
[Print Name]

ATTACHMENT IV
TO FRANCHISE AGREEMENT

ASSIGNMENT OF AGREEMENT TO AN ENTITY

The Franchisee(s), named below, as Assignor, hereby assigns that certain Franchise Agreement dated __________, 20___ between C & M Cleaning Services, Inc. ("Franchisor") to the entity named below (Assignee). This assignment shall be effective as of the dated executed by the Franchisor, below.

WHEREAS, the Franchise Agreement was executed by Franchisee (whether comprised of one or more individuals); and, *WHEREAS,* Franchisee desires to assign all of Franchisee's rights under the Agreement(s) to a corporation or limited liability company, wholly owned and/or controlled by said Franchisee, *NOW THEREFORE*, Franchisee (Assignor) and the officer(s), director(s), owner(s) or the member(s) of the respective entity (Assignee), who together with Franchisee constitute all of the shareholders of corporation, or the members of the limited liability company, and who in order to induce Franchisor to consent to the assignment of the Franchise Agreement to the entity in accordance with the provisions of Article 14.03 of the Franchise Agreement, said individuals hereby agree as follows:

1. The undersigned Franchisee shall remain personally liable in all respects under the Franchise Agreement. All of the undersigned officers, directors and shareholders of the corporation, or the members of the limited liability company, intending to be fully legally bound hereby agree, jointly and severally, to be personally bound by the provisions of the Franchise Agreement including the restrictive covenants contained in Article 15 of the Franchise Agreement thereof, to the same extent as if each of them were the Franchisee set forth in the Franchise Agreement and they hereby jointly and severally personally guarantee all of the Franchisee's obligations set forth in said Franchise Agreement.

2. The undersigned officer(s), director(s) and owner(s) of a majority of the issued and outstanding voting stock of the corporation hereby agree not to transfer any stock in the corporation or, as appropriate, the member(s) of the limited liability company hereby agree not to transfer any interest in the company without the prior written approval of the Franchisor and further agree that all stock certificates representing shares in the corporation, or all certificates representing membership interests in the company shall bear the appropriate legend:

> "The shares of stock represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated _____________, 20___ between Franchisee and C & M Cleaning Services, Inc.".

Or

> "The ownership interests represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated __________, 20___ between Franchisee and C & M Cleaning Services, Inc.".

3.a. The initial Franchisee(s), whether one or more, hereby consent to the assignment:

___________________________ _______________________________ _____________

Signed in his, her, their individual capacity Date

3.b. The Assignee Entity (Corporation or Limited Liability Company): ____________________ _____________, organized in the state of ________________, hereby consents to the Assignment.

_________________________________ ____________________

Signed by the entity's authorized representative Title

3.c. The following individuals, being all of the officers, directors and shareholders of the corporation or, as appropriate, the members of the limited liability company, hereby execute this Assignment, to be effective as of the dated signed by the Franchisor, below:

Signed Date	Signed Date
Printed Name	Printed Name
Signed Date	Signed Date
Printed Name	Printed Name

3.d. In consideration of the execution of the above Agreement by the named individuals and entity, C & M Cleaning Services, Inc. hereby consents to the above assignment on this ___________day of ________________, 20___.

C & M Cleaning Services, Inc.:

By: __________________________

____

Printed name

____

Title

ATTACHMENT V
TO FRANCHISE AGREEMENT

CONFIDENTIALITY and COVENANT NOT TO COMPETE AGREEMENT

Instructions:

This "Confidentiality and Covenant Not to Compete Agreement" must be completed and signed by the spouse of the Franchisee, every manager of the Franchisee, each Guarantor of the Franchisee, and each key employee having access to the Franchisor's confidential information. *<u>This is an ongoing requirement that continues beyond the execution of the Franchise Agreement.</u>* *The signed original(s) of this Agreement must be delivered to the Franchisor by the Franchise no later than 10 days following execution of the Franchise Agreement or no later than 10 days following the commencement of the relationship with the Affiliate.*

This Agreement is made and entered into between ______________________ ("Franchisee"), and ________________________ ("Franchisee Affiliate") and is intended to benefit both the Franchisee and C & M Cleaning Services, Inc. ("Franchisor"),

Recitals

Whereas, Franchisor has granted to Franchisee the limited right to develop an GENCORP Business using the System, the Licensed Marks and the Trade Secrets, pursuant to a Franchise Agreement ("Franchise Agreement"), by and between Franchisor and Franchisee; and,

Whereas, the System includes, but is not limited to, certain trade names, service marks, trademarks, logos, emblems and indicia of origin ("Licensed Marks"), including, but not limited to, the Marks and other trade names, service marks, trademarks, logos, insignia, slogans, emblems, designs and commercial symbols as Franchisor may develop in the future to identify for the public the source of services and products marketed under such marks and under the System and representing the System's high standards of quality, appearance and service and distinctive marketing, uniform standards, specifications and procedures for performing services, merchandising, management and financial control; operations; quality and uniformity of services offered; training and assistance; and advertising, marketing and promotional programs; all of which may be changed, improved and further developed by Franchisor from time to time and are used by Franchisor in connection with the operation of the System ("Trade Secrets"); and,

Whereas, the Licensed Marks and Trade Secrets provide economic advantages to Franchisor and are not generally known to, and are not readily ascertainable by proper means by, Franchisor's competitors who could obtain economic value from knowledge and use of the Trade Secrets; and,

Whereas, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets; and,

Whereas, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of the System of restricting the use, access and dissemination of the Trade Secrets; and, *Whereas*, It will be necessary for employees, agents and independent contractors of Franchisee, or any entity having an interest in Franchisee ("Franchisee Affiliates") to have access to and to use some or all of the Trade Secrets in the management and operation of Franchisee's GENCORP" Business using the System; and,

Whereas, Franchisee has agreed to obtain from those Franchisee Affiliates written agreements protecting the Trade Secrets and the System against unfair competition; and,

Whereas, Franchisee Affiliate desires or will become associated with or be employed by Franchisee; to remain in such employment, or is or will become involved with the Company in the capacity of an officer, partner, director, agent, employee, principal, or as a beneficial owner of the person or entity that has acquired the right to operate a Business of the Company ("Franchisee"), or as an immediate family member of the Franchisee and will become privileged as to certain Confidential Information; and,

Whereas, Franchisee Affiliate desires and needs to receive and use the Trade Secrets in the course of his employment or association in order to effectively perform the services for Franchisee; and,

Whereas, Franchisee Affiliate acknowledges that receipt of and the right to use the Trade Secrets constitutes independent valuable consideration for the representations, promises and covenants made by Franchisee Affiliate herein;

Now Therefore, in consideration of the mutual covenant and obligations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

CONFIDENTIALITY AGREEMENT

1. Franchisor and/or Franchisee may disclose to Franchisee Affiliate some or all of the Trade Secrets relating to the System. All information and materials, including, without limitation, manuals, drawings, marketing techniques, specifications, techniques and compilations of data that Franchisor provides to Franchisee and/or Franchisee Affiliate shall be deemed confidential Trade Secrets for the purposes of this Agreement.

2. Franchisee Affiliate shall receive the Trade Secrets in confidence and shall, at all times, maintain them in confidence, and use them only in the course of his employment or association with a Franchisee and then only in connection with the development and/or operation by Franchisee of an GENCORP Business for so long as Franchisee is licensed by Franchisor to use the System.

3. Franchisee Affiliate shall not at any time make copies of any documents or compilations containing some or all of the Trade Secrets without Franchisor's express written permission.

4. Franchisee Affiliate shall not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the development or operation of an GENCORP Business.

5. Franchisee Affiliate shall surrender any material containing some or all of the Trade Secrets to Franchisee or Franchisor, upon request, or upon termination of employment by Franchisee, or upon conclusion of the use for which such information or material may have been furnished to Franchisee Affiliate.

6. Franchisee Affiliate shall not at any time, directly or indirectly, do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Licensed Marks, the Trade Secrets or the System.

7. All manuals are loaned by Franchisor to Franchisee for limited purposes only and remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

COVENANTS NOT TO COMPETE

1. In order to protect the goodwill and unique qualities of the System and the confidentiality and value of the Trade Secrets, and in consideration for the disclosure to Franchisee Affiliate of the Trade Secrets, Franchisee Affiliate further agrees and covenants that Franchisee Affiliate will not without the prior written consent of Franchisor:

a. Have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business, except with Franchisor's approval;

b. Perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business wherever operating except with Franchisor's approval;

c. Employ, or seek to employ, any person who is at the time or was within the preceding 180 days employed by Franchisor, any of its affiliates or any of its franchisees, or otherwise directly or indirectly induce such person to leave that person's employment; or

d. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the GENCORP Business to any competitor;

c. Make any disparaging remarks, or otherwise take any action or do anything that could reasonably be anticipated to cause loss or damage to the business or business opportunities, affairs, reputation and goodwill of, or otherwise negatively reflect upon, Franchisor, the System or the Licensed Marks; and

The term "Competitive Business" as used in this Agreement means any business (other than an GENCORP operated under a franchise agreement with Franchisor) the primary activity of which is a residential and commercial cleaning service operated under the GENCORP trademarks, trade names, service marks, and logos (“Marks”) or the offering of any product or service offered by Franchisor or by Franchisor's approved vendors.

2. This Covenant Not to Compete shall apply:

(a) during the term of Franchisee Affiliate’s relationship, association with or employment by Franchisee anywhere within the United States; and,

(b) for the two years following the termination of Franchisee Affiliate’s association with or employment by Franchisee:

(1) within Franchisee's Protected Territory or any area serviced by Franchisee;
(2) within counties adjacent to Franchisee's Protected Territory or within a Territory then operated by or under development by Franchisor or another franchisee of Franchisor;
(3) within a fifty mile radius from the boundary of Franchisees Protected Territory or from any other franchised or company-owned C & M Cleaning Services, Inc. , or
(4) on the Internet or on any other Multi-Area Marketing channels used by Franchisor.

The restrictions of this Section will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent five percent (5%) or less of the number of shares of that class of securities issued and outstanding. Franchisee Affiliate, Franchisee, and its officers, directors, shareholders, managers, members and partners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living.

MISCELLANEOUS

1. Franchisee shall make all commercially reasonable efforts to ensure that Franchisee Affiliate acts as required by this Agreement.

2. Franchisee and Franchisee Affiliate agree that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and/or a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. Franchisee and Franchisee Affiliate agree that Franchisee's and/or Franchisee Affiliate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Franchisee and by Franchisee Affiliate.

3. Franchisee Affiliate agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

4. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by Franchisee Affiliate shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Franchisee Affiliate.

5. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. FRANCHISEE AFFILIATE HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURTS OF RIVERSIDE COUNTY, CALIFORNIA OR THE U. S. DISTRICT COURT FOR THE DISTRICT OF CALIFORNIA. FRANCHISEE AFFILIATE HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. FRANCHISEE AFFILIATE HEREBY AGREES THAT SERVICE OF PROCESS MAY

BE MADE UPON HIM IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY CALIFORNIA OR FEDERAL LAW. FRANCHISEE AFFILIATE FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE IN RIVERSIDE COUNTY, CALIFORNIA; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

6. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. 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 a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a part, Franchisee Affiliate expressly agrees to be bound by any lesser covenant embraced within the terms of such covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement which shall otherwise remain in full force and effect.

7. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

8. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successor and assigns. The respective obligations of Franchisee and Franchisee Affiliate hereunder may not be assigned by Franchisee or Franchisee Affiliate without the prior written consent of Franchisor.

9. The waiver by Franchisor of any breach of any provision of this Agreement by Franchisee or Franchisee Affiliate shall not operate or be construed as a waiver of any subsequent breach thereof.

10. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.

11. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile, telegram or telex (provided that the sender confirms the facsimile, telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery service within three business days after transmission), to the respective parties at the following

addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice shall be addressed to:

C & M Cleaning Services, Inc.
14420 Elsworth St., Suite 105,
Moreno Valley, California 92553

Attention: William Salvador________________
Email: william@gencorpclean.com______________________

If directed to Franchisee, the notice shall be addressed to:

____
____
____

Attention: __________________________
Email: __________________________

If directed to Franchisee Affiliate, the notice shall be addressed to:

____
____
____

Attention: __________________________
Email: __________________________

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving 15 days' written notice of such change to the other parties. A “business day” for the purpose of this Agreement excludes Saturday, Sunday and national holidays.

The effective date of Agreement shall be the ______ day of ___________, 20 __.

FRANCHISEE: _________________________
Signature

____
Printed Name

FRANCHISEE AFFILIATE: ________________________________
Signature

____
Printed Name

Relationship of Franchisee Affiliate to the Franchisee:____________________________________

ATTACHMENT VI
TO FRANCHISE AGREEMENT

(To be used at time of Transfer of Franchise and for other Designated Purposes)
(Should not be signed at time of award of Initial Franchise)

FULL AND FINAL MUTUAL RELEASE

FOR AND IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree and covenant as follows:

1. C & M Cleaning Services, Inc. ("the Franchisor"), does hereby release and forever discharge ____________________ ("the Franchisee"), its officers, directors, successors, shareholders, agents, assigns, employees, representatives, and any and all other persons, firms and corporations whatsoever, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, arising out of, related to or in any way connected with the Franchise Agreement dated ____________and specifically including but not limited to, any and all claims or demands which may have been alleged or any other future claims related to the above Franchise Agreement.

2. The undersigned ________________ (the "Franchisee") and its shareholders, officers, and directors does hereby release and forever discharge C & M Cleaning Services, Inc. ("the Franchisor"), its, successors, agents, assigns, officers, directors, shareholders, employees, representatives, and any and all other persons, firms and corporations whatsoever, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, breach of contract, defamation, and any claims whatsoever. This Full, Final and Absolute Mutual Release (the "Release") shall apply to all agreements or contracts existing or entered into by and between ______________ ("the Franchisee") and C & M Cleaning Services, Inc.

3. It is understood and agreed that the settlement evidenced by this Release is a compromise of all claims herein specified, whether past, present or future, that such claims are doubtful and disputed, and that execution of this Release is not to be construed as an admission of liability on the part of any party. Rather, liability is expressly denied.

4. The consideration expressly mentioned herein is the only consideration paid or to be paid by said parties hereby released. No representations as to damages or liability have been made. The parties acknowledge that no other party, or agent, or attorney of any other party, has made any promise, or representation or warranty to induce this Release, not herein expressly set forth, and no such promises, representations or warranties are relied upon as a consideration for this Release, or otherwise, but any and all of the parties' respective claims, of whatever nature are hereby fully and forever released, compromised and settled. Full and complete compromise, settlement, and accord and satisfaction are hereby acknowledged, and it is expressly agreed by the undersigned parties never to sue any of the

other parties hereby released on any alleged promise, representation or warranty for this Release not herein expressly set forth.

5. This Agreement contains the entire agreement and understanding between the parties as to the matters specified herein and supersedes and replaces all prior negotiations or proposed agreements on this subject matter, whether written or oral. The terms contained herein may not be modified or amended except in writing signed by the parties. The terms of this Release are contractual and not a mere recital. Since the purpose of this Release is to end this matter forever, should it develop that there are any errors, mistakes or any omissions in this instrument, whether legal or factual and whether mutual or unilateral, which would cause the release of the parties herein released to be defective or less than complete, then the undersigned will sign any and all documents and do any and all things necessary to effectuate a full, final and absolute release of said party.

6. The undersigned further state that they have carefully read the foregoing instrument; that they know the contents thereof; that they understand and agree to each and every term and condition contained herein; that they signed the same as their own free act and deed; and that they have not assigned any rights released hereunder to any person or organization, private or governmental.

7. The terms of this Release arose from negotiations and discussions between the parties. Accordingly, no claimed ambiguity in this Release shall be construed against any party claimed to have drafted or proposed the language in question.

8. This Release shall be governed by and construed pursuant to the laws of the State of [state].

9. This Release may be executed in two copies, each of which shall be deemed an original.

WITNESS OUR SIGNATURES, this the ____ day of ___________, 20____.

By:

____
PRESIDENT
C & M Cleaning Services, Inc.
(By our Signature above, we attest to this Agreement for stockholders, corporate and individually)

____
By:

____
PRESIDENT, ___________________
(By our Signature above, we attest to this Agreement for stockholders, corporate and individually)

ATTACHMENT VII
TO FRANCHISE AGREEMENT

PROMISSORY NOTE AND PERSONAL GUARANTEE

PROMISSORY NOTE FOR INITIAL FRANCHISE FEE

(Amount Financed)____________________ __________, 20___

1. FOR VALUE RECEIVED:

Franchisee Name:____

Franchisee Address:____

(each "Maker") promises to pay to the order of C & M Cleaning Services, Inc., (d/b/a GenCorp Cleaning Services), a California corporation having its principal place of business at 14420 Elsworth St., Suite 105, Moreno Valley, CA 92553 (the "Payee), the principal sum of (Amount Financed)________________________________ Dollars on (Last Payment Date) ________________, on which date the entire balance of principal unpaid shall be due and payable. The payment schedule attached hereto as Schedule "1" shall control.

2. Each installment, when paid, shall be credited first on interest then due, if any, and the remainder on principal, and interest shall thereupon cease upon the principal so credited.

3. The acceptance of the Payee, after any default hereunder, shall not operate to extend the time of payment of any amounts then remaining unpaid hereunder or constitute a waiver of any of the other rights of the Payee hereunder.

4. This note and all other obligations, direct or contingent, of the Maker or endorser hereof, to Payee shall become due and payable immediately, at the option of the holder of this note, without demand or notice, upon the happening to or by the Maker of any of the following events:

4.1. Calling of a meeting of creditors;

4.2. Voluntary or involuntary application for, or appointment of a receiver, issuance of a warrant of attachment or for distraint, or of a notice of tax lien entry of judgment;

4.3. Failure to pay, withhold, collect or remit any tax or tax deficiency when assessed or due;

4.4. Death or dissolution;

4.5. Making a bulk sale or giving notice of intent to do so;

4.6. Suspension, liquidation or termination of any GenCorp Cleaning Services, Inc. business owned wholly or partially by the Maker;

4.7. Transfer or attempted transfer of the GenCorp Cleaning Services, Inc. business purchased in connection with the execution of this note;

4.8. Failure, after demand, to furnish financial information or to permit inspection of any books or records, default in payment or performance of this note or any contractual or other obligation to, or acquired in any manner by the Payee; or

4.9. If at any time, in the sole opinion of the Payee, financial responsibility shall become impaired or unsatisfactory to the Payee; or

5. If the Maker defaults on any payment of this note, the Maker agrees to pay all costs and expenses of collection, including reasonable attorney's fees.

6. Whenever any one of the installments, the maturity of which has not been accelerated, is not paid on the date agreed to above, the undersigned individuals, jointly and severally, promise to pay to the holder hereof a penalty of 10% on any past due amount that has become due and remains unpaid for a period in excess of five (5) calendar days, provided that the aggregate of such fees collected in connection with this note shall not exceed the maximum amount allowed by law. The Payee may assess penalties at its discretion.

7. The undersigned shall all be deemed a Maker and will be jointly, severally and individually liable as a Maker. The undersigned individuals personally guarantee payment of this Note.

8. The Maker, in any litigation arising out of or relating to this note in which a holder of the note is an adverse party, waives trial by jury and the right to interpose any defense, set-off or counterclaim of any nature or description.

9. This note is secured by a security agreement made between Maker and Payee and the holder is entitled to the benefits of the security described in this document. Under certain conditions stated in the security agreement the entire principal of this note may become payable prior to the maturity stated in this document. Maker shall do and sign whatever Payee reasonably requires to perfect Payee's security interest.

10. This note shall be construed in accordance with California law.

MAKER: _________________________ _________________________

Franchisee Signature Franchisee Print Name

MAKER: _________________________ _________________________

Franchisee Signature Franchisee Print Name

SCHEDULE TO PROMISSORY NOTE FOR INITIAL FRANCHISE FEE

Payment Number	Due Date	Payment Amount	Remaining Balance
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			

SECURITY AGREEMENT AND PERSONAL GUARANTEE FOR INITIAL FRANCHISE FEE

Franchise Name:____

Number and Street:____

City or Town _______________County _________ State _______ Zip Code

(the "Debtor") does hereby grant, for valuable consideration, receipt of which is hereby acknowledged, unto C & M Cleaning Services, Inc. (d/b/a GenCorp Cleaning Services), a California corporation having its principal place of business at 14420 Elsworth St., Suite 105, Moreno Valley, CA 92553 (the "Secured Party") a security interest in the GenCorp Cleaning Services, Inc. franchise identified in the franchise agreement between the Secured Party and the Debtor, dated (Date of Franchise Agreement) ___________________, 20_____, and described in attached Schedule "A" and any and all accessions thereto (the "Collateral").

1. This security interest is granted as security for payment to the Secured Party, at its principal place of business, of indebtedness of (Amount Financed) ________________ ______________ ($__________) Dollars as provided in the note or notes of even date herewith and also any and all liabilities now existing or hereafter arising, including all costs and expenses incurred in the collection of the indebtedness and all future advances made by the Secured Party for taxes levied, insurance and repairs to or maintenance of the Collateral.

2. The Debtor warrants and agrees that:

A. The Debtor will use the Collateral solely for business purposes. The Debtor will give the Secured Party access to the Collateral at all times.

B. The Debtor will use the Collateral in accordance with the law, and will not permit removal of any of the Collateral from the state of California;

C. Except for the security interest granted in this document, the Debtor is the owner of the Collateral free from any prior lien, security interest or encumbrance and the Debtor will defend the Collateral against all claims and demands of any and all persons at any time claiming the same or any interest in this document;

D. The Debtor will not sell, exchange, lease or otherwise dispose of any interest in the Collateral without the written consent of the Secured Party and will not permit lien, security interest, or encumbrance to attach to the Collateral;

E. No financing statement covering the Collateral is on file in any public office and at the request of the Secured Party, the Debtor will join with the Secured Party in executing one or more financial statements pursuant to the Uniform Commercial Code of the state in which the Collateral will be possessed by the Debtor in form satisfactory to the Secured Party and the Debtor will pay the cost of filing in all public offices wherever filing is deemed necessary by the Secured Party;

F. The Debtor will maintain the Collateral in good condition and repair; will maintain insurance on the Collateral against fire, theft, and such other hazards and in such form and amount as the Secured Party may require and for the benefit of the Debtor and the Secured Party as their interest shall appear; and will pay and discharge all taxes imposed on the Collateral. The Debtor assigns to the Secured Party and authorizes the Secured Party to indorse any draft of the proceeds. Such policy or policies shall be delivered to the Secured Party and shall be with a company or companies satisfactory to the Secured Party; and

G. At its option, the Secured Party may discharge taxes, liens or other encumbrances at any time levied or placed on the Collateral, pay for insurance on the Collateral, and pay for the maintenance and preservation of the Collateral should the Debtor fail to do so. The Debtor agrees to reimburse the Secured Party on demand for any payments so made and until such reimbursement, the amount so paid by the Secured Party shall be added to the principal amount of the indebtedness.

3. Debtor will be in default upon the happening of any of the following events or conditions:

A. Default in the payment or performance of any of the obligations or of any covenant or liability contained or referred to in any note or notes evidencing any of the obligations secured hereunder, or in any other written agreements with the Secured Party;

B. Loss, theft, destruction, sale or encumbrance of or to the Collateral;

C. Death, dissolution, termination of existence, insolvency, business failure of the Debtor;

D. Appointment of a receiver of any part of the property of, assignment for the benefit of creditors by or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Debtor;

E. Termination, transfer or an attempt to transfer any of the rights of the Debtor under the GenCorp Cleaning Services, Inc. Franchise Agreement between the Secured Party and the Debtor.

F. Any levy or seizure against the Debtor or any of the Collateral.

4. If the Debtor is in default of this Agreement or if the Secured Party otherwise deems itself insecure the Secured Party may, at its election, declare the entire amount of the indebtedness then outstanding due and payable at once and the Secured Party shall have all rights and remedies given by law including the right to enter any premises of the Debtor, without legal process and take possession of and remove the Collateral.

5. The Debtor agrees upon the request of the Secured Party, to assemble the Collateral, and to make it available at the place designated by the Secured Party.

6. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is mailed to the address of the Debtor shown in this agreement at least ten (10) calendar days before the time of such disposition. Sales for cash or on credit to C & M Cleaning

Services, Inc. Franchise Business owners, or at a public or private auction are all commercially reasonable means of disposition.

7. Discharge of any Debtor except for full payment, or any extension, forbearance, change of rate of interest, or acceptance, release or substitution of collateral or any impairment or suspension of the Secured Party's rights against a Debtor, or any transfer of the Debtor's interest to another, shall not affect the right of any other Debtor.

8. No waiver by the Secured Party shall be effective unless in writing, nor shall any such waiver operate as a waiver of any other default or of the same default on a subsequent occasion.

9. All rights of the Secured Party hereunder shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Debtor.

10. If there is more than one Debtor, their obligations hereunder shall be joint and several.

11. Each of the undersigned hereby personally and unconditionally (a) guarantees to Secured party, its successors and assigns, for the term of the Agreement that Debtor shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

12. This Agreement constitutes the entire agreement between the parties concerning the subject matter here of Debtor:

Executed this _______ day of _________, 20_____, individually and as an officer of __________________________, a __________ (State of Incorporation) corporation or LLC.

______________________________	______________________________
Signature - Individually	Signature as Corporate Officer
______________________________	______________________________
Signature - Individually	Signature as Corporate Officer

Secured Party:

Executed and accepted as of the _______ day of ___________, 20_______,

By: ____________________________________

Signature of C&M Officer

SCHEDULE TO SECURITY AGREEMENT FOR INITIAL FRANCHISE FEE

COLLATERAL

A security interest is granted in the following described franchise and any and all accessions thereto:

Legal Name of Franchise:____

Address of Franchise:____

Date of Franchise Agreement:_____________________________________

Prospective Franchisee:

____
Signature of Franchisee

Date____________________________________

C & M Cleaning Services, Inc.

____
Signature of C&M Officer

Date____________________________________

ATTACHMENT VIII
TO FRANCHISE AGREEMENT

INITIAL START UP KIT

INITIAL START UP KIT		
QTY	U/M	Product Description
1	QRT/EA	WINDOW CLEANER
1	QRT/EA	ACID BOWL CLNR QT
1	QRT/EA	NON-ACID RESTRM CLNR
1	EA	PUMIE SCOURING STICK
1	QRT/EA	CARPET SPOT CLEANER
1	EA	BOWL BRUSH
1	CAN/EA	WOOD POLISH
1	EA	FEATHER DUSTER
1	EA	WHITE UTILITY PAIL 6QT
1	QRT/EA	ALL PURPOSE CLEANER
1	GL/EA	NEUTRAL FLOOR CLEANER
1	EA	MEDIUM DUTY SCRUBBING SPONGE
1	EA	BACK PACK VAC W/ATTACHMT KIT
1	EA	BLUE JANITOR MOP
1	EA	BREAK A WAY MOP HANDLE
1	ST	CM YELLOW 26QT COMBO BUCKET/SIDEPRESS
1	EA	BLACK ROUND HUSKEE DOLLY
1	EA	CADDY BAG
1	EA	44GL ROUND HUSKEE CAN
1	EA	STAINLESS STEEL CLEANER
1	DZ	MICROFIBER CLEANING CLOTH 12/CS BLUE
1	DZ	MICROFIBER DUSTING CLOTH 12/CS GREEN
1	EA	SAFETY GOGGLES
1	BX	POWDERED LATEX EXAM GLOVES LARGE
2	EA	22-32 OZ TRIGGER SPRAYERS
2	EA	32OZ SPRAY BOTTLE

EXHIBIT C

COMPLIANCE QUESTIONNAIRE

EXHIBIT C
C & M Cleaning Services, Inc.

COMPLIANCE QUESTIONNAIRE

You, as a prospective Franchisee of C & M Cleaning Services, Inc., doing business as GENCORP CLEANING SERVICES, are preparing to enter into a Franchise Agreement for the purchase and operation of a GENCORP CLEANING SERVICES franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that C & M Cleaning Services, Inc. did not authorize or that may be untrue, inaccurate or misleading. In addition, this Questionnaire may be used to ensure and evidence compliance with applicable state laws and regulations which apply to and regulate the sale of franchises. Please review each of the following questions carefully and please print complete and honest responses to each question.

1. Full Name(s) of prospective Franchisee: ____

2. Current Address: ____
(Street, City, State, Zip Code)

3. Please state the date that the GENCORP CLEANING SERVICES 's Franchise Disclosure Document was received and by whom?

   Date Received: ____________________ Recipient: ______________________________

4. Have you received and carefully reviewed the GENCORP CLEANING SERVICES 's Franchise Disclosure Document and its exhibits, including the GENCORP CLEANING SERVICES 's Franchise Agreement and its attachments?

   _ ___Yes ____No

5. Do you understand all information contained in the GENCORP CLEANING SERVICES 's Franchise Disclosure Document and its exhibits, including the GENCORP CLEANING SERVICES 's Franchise Agreement and its attachments?

   ____Yes ____No

   * If you answered "No" to this question, please explain which sentences, paragraphs or sections of the GENCORP CLEANING SERVICES 's Franchise Disclosure Document and its exhibits you do not understand? (Attach additional pages, if necessary).

   ____

6. Have you discussed the benefits and risks of operating a GENCORP CLEANING SERVICES 's franchise with an attorney, accountant or any other professional advisor of your choice?

   ____Yes ____ No

7. Do you understand the benefits and risks referred to in Question 6? ____Yes ____ No

8. Please indicate the date and location of the first face-to-face meeting between you and a representative of C & M Cleaning Services, Inc.

   Date: __________________ Place: __________________

9. Have you asked any GENCORP CLEANING SERVICES representative any question(s) concerning the GENCORP CLEANING SERVICES 's Franchise Disclosure Document that were not satisfactorily answered?

____Yes ____No

* If you answered "Yes" to Question 10, please explain. (Add additional pages, if necessary)

____

10. Do you understand that the success or failure of your business will depend in large part upon your skills, abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms, as well as other economic and business factors? ____Yes ____ No

11. Has any GENCORP CLEANING SERVICES employee or any person speaking on its behalf made any statement or promise concerning a franchised business that is different from the information contained within the GENCORP CLEANING SERVICES's Franchise Disclosure Document? ____Yes ____No

* If you answered "Yes" to Question 11, please explain in detail. (Attach additional pages, if necessary)

____

____

12. Other than the information contained in Item 19 of the GENCORP CLEANING SERVICES 's Franchise Disclosure Document, has any GENCORP CLEANING SERVICES employee or person speaking on behalf of GENCORP CLEANING SERVICES made any statement regarding the potential sales, profits or earnings that could be anticipated at any future GENCORP CLEANING SERVICES 's location?

_____Yes ____ No

* If you answered "Yes" to Question 12, please explain in detail. (Attach additional pages, if necessary)

____

13. Has any GENCORP CLEANING SERVICES employee or any person speaking on its behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance GENCORP CLEANING SERVICES will furnish to you which is different from the information in the GENCORP CLEANING SERVICES 's Franchise Disclosure Document?

____Yes ____ No

* If you answered "Yes" to Question 14, please explain in detail. (Attach additional pages, if necessary)

____

14. Did you contact any GENCORP CLEANING SERVICES franchisee(s) to discuss your possible purchase of a GENCORP CLEANING SERVICES 's franchise?

_____Yes ____ No

* If you answered “Yes” to Question 15, please identify each Franchisee. (Attach additional pages, if necessary)

____

____

15. Do you fully understand the franchise fee is nonrefundable? ____ Yes ____ No

By signing this GENCORP CLEANING SERVICES Franchise Disclosure and Compliance Questionnaire, I (or We) stipulate that I have answered truthfully all of the above questions. I understand that GENCORP CLEANING SERVICES is acting in reliance upon the truthfulness and thoroughness of my responses to the questions above.

I (or We) acknowledge and agree that in the event that any legal dispute arises, this Questionnaire will be admissible evidence in any such dispute, including mediation or arbitration proceedings. Accordingly, I (or We) waive, to the fullest extent permissible under the law, any objections to this Questionnaire and my answers thereto.

____
Name of Franchisee/Applicant

Date: __________________, 20_____

____
Name of Franchisee/Applicant

Date: __________________, 20_____

EXHIBIT D

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

EXHIBIT D
C & M Cleaning Services, Inc.

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	California Department of Financial Protection and Innovation (DFPI) One Sansome Street, Suite 600 San Francisco, CA 94105 (415) 972-8559 www.dbo.ca.gov	Commissioner of Financial Protection and Innovation 2101 Arena Blvd Sacramento, CA 95834 1-866-275-2677 www.dfpi.ca.gov
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06106 (203) 240-8299	Connecticut Banking Commissioner Same Address
FLORIDA	Department of Agriculture & Consumer Services P.O. Box 6700 Tallahassee, FL 32314-6700 (904) 922-2770	Same
GEORGIA	Office of Consumer Affairs 2 Martin Luther King Drive, S.E. Plaza Level, East Tower Atlanta, GA 30334 (404) 656-3790	Same
HAWAII	State of Hawaii Business Registration Division Department of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant St., Room 203 Honolulu, HI 96810 (808) 586-2744	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant St., Room 203 Honolulu, HI 96813
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Same Address
INDIANA	Securities Commissioner Indiana Securities Division Room E 111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
IOWA	Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, IA 50319 (515) 281-4441	Same
KENTUCKY	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Outlet Drive Frankfort, KY 40602 (502) 573-2200	Same
LOUISIANA	Department of Urban & Community Affairs Consumer Protection Office 301 Main Street, 6th Floor One America Place Baton Rouge, LA 70801 (504) 342-7013 (gen. info.) (504) 342-7900	Same
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 (207) 298-3671	Same
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau Same Address
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101 (651) 296-4026	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Department of Banking and Finance The Atrium Street, Suite 311 (P.O. Box 95006) Lincoln, NE 68509-5006 (402) 471-3445	Director of the Department of Banking and Finance

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEW HAMPSHIRE	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301 (603) 271-3641	Same
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	Secretary of State of New York 99 Washington Avenue Albany, New York 12231
NORTH CAROLINA	Secretary of State's Office Securities Division Legislative Annex Building 300 Salisbury Street Raleigh, NC 27602 (919) 733-3924	Secretary of State Secretary of State's Office 300 Salisbury Street Raleigh, NC 27602
NORTH DAKOTA	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505 (701) 328-4712	North Dakota Securities Commissioner Same Address
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 15th Floor 30 East Broad Street Columbus, OH 43215 (614) 466-8831 or (800) 282-0515	Same
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 (405) 521-2451	Same
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 96310 (503) 378-4387	Director Department of Insurance and Finance Same Address
RHODE ISLAND	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Ave., Building 69-1 Cranston, RI 02910 (401) 462-9587	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Ave., Building 69-1 Cranston, RI 02910 (401) 462-9587

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 (803) 734-2166	Same
SOUTH DAKOTA	Department of Revenue and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-4013	Director of South Dakota Division of Securities Same Address
TEXAS	Attorney General's Office Consumer Protection Division P.O. Box 12548 Austin, TX 78711 (512) 463-2070	Same
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South P.O. Box 45804 Salt Lake City, UT 84145-0804 (801) 530-6001	Same
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, Ninth Floor Richmond, VA 23219 (804) 786-7751	Clerk of the State Corporation Commission State Corporation Commission 1300 E. Main Street Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Same
WISCONSIN	Commission of Securities P.O. Box 1768 Madison, WI 53701-1768 (608) 266-1365	Wisconsin Commissioner of Securities Same Address

EXHIBIT E

MULTI-STATE LAW ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

EXHIBIT E
C & M Cleaning Services, Inc.

MULTI-STATE LAW ADDENDA TO
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the C & M Cleaning Services, Inc. Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement and Franchise Disclosure Document April 15, 2021.

CALIFORNIA

1. ITEM 5 & 7 OF THE FRANCHISE DISCLOSURE DOCUMENT AND SECTION 5.02 OF THE FRANCHISE AGREEMENT ARE AMENDED TO STATE: IN THE STATE OF CALIFORNIA, YOU MUST PAY TO US THE INITIAL FRANCHISE FEE WHEN WE HAVE FULFILLED ALL OF OUR INITIAL OBLIGATIONS TO YOU AND YOU ARE OPEN FOR BUSINESS.

2. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.

3. Neither the franchisor, nor any person or franchise broker in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

4. California Business and Professions Code 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

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

6. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

7. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

8. The franchise agreement requires binding arbitration. The arbitration will occur in California with the costs being borne by both parties.

9. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

10. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

11. “The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.”

12. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL INNOVATION AND PROTECTION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL INNOVATION AND PROTECTION, COMMISSIONER OF FINANCIAL INNOVATION AND PROTECTION at www.dFPI.ca.gov.

13. Under Current California Law, the highest interest rate allowed is 10% per annum. Item 6 of the Franchise Disclosure Document and Section 5.05 of the Franchise Agreement are amended accordingly.

14. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

C & M CLEANING SERVICES, INC.	**FRANCHISEE:**
By:________________________	________________________ Signature
________________________ [Printed name]	________________________ [Printed name]
Title:________________________	
	________________________ Signature
	________________________ [Printed Name]

ILLINOIS

Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside the State of Illinois will not be enforceable and is amended to the extent required by Illinois law.

The governing law or choice of law clause described in the Disclosure Document and contained in the Franchise Agreement will not be enforceable under Illinois law. This governing law clause shall not be construed to negate the application of the Illinois Franchise Disclosure Act in all situations to which it is applicable.

Section 5(2) of the Illinois Franchise Disclosure Act requires 14 calendar days' disclosure prior to the signing of a binding agreement or the payment of any fees to us. Item 23 of the Disclosure Document is amended accordingly, to the extent required by Illinois law.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

C & M CLEANING SERVICES, INC.	**FRANCHISEE:**
By:________________________	________________________ Signature
________________________ [Printed name]	________________________ [Printed name]
Title:________________________	
	________________________ Signature
	________________________ [Printed Name]

INDIANA

It is unlawful for any franchise agreement between any franchisor and a franchisee who is a resident of Indiana or a non-resident who is to operate the franchise in Indiana to contain a provision that requires a franchisee not to compete with the franchisor in an area greater than the exclusive territory granted in the franchise agreement or, if no exclusive territory is granted, in an area of more than reasonable size, upon Termination of a franchise agreement. (Ind. Code § 23-2-2.7-1(9)). Accordingly, both the Franchise Agreement and Item 17 of the Disclosure Document are amended to apply to the area within a 50-mile radius of the C & M Cleaning Services.

The Franchise Agreement requires binding arbitration. The arbitration will occur in a state other than Indiana, with costs being borne by the non-prevailing party. The provision concerning the place where arbitration will occur is deleted from the Franchise Agreement.

The Franchise Agreement requires application of the laws of another state. This provision is deleted from the Indiana Franchise Agreement.

Item 17 of the Disclosure Document, Sections (u), (v), and (w), is amended to omit any reference to selection of an out-of-Indiana forum or choice of law.

The franchise agreement requires you to sign a general release of claims as a condition of renewing or reselling the franchise. Under the law of Indiana any provision that purports to bind a person acquiring a franchise to waive compliance with the franchise laws of Indiana is void. The Franchise Agreement and Item 17 of the Disclosure Document, Sections (b) (renewal) and (k) (transfer) are amended to omit the requirement that an Indiana Franchisee sign a general release of claims as a condition of renewal or resale. This will not prevent Franchisor from requiring you to sign a general release of claims as part of a settlement of a dispute.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

C & M CLEANING SERVICES, INC.	**FRANCHISEE:**
By:____________________	____________________ Signature
____________________ [Printed name]	____________________ [Printed name]
Title:____________________	
	____________________ Signature
	____________________ [Printed Name]

MARYLAND

The following amends Item 17 of the FDD and Franchise Agreement:

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.). Item 17H of the FDD and Section 5.05 of the Franchise Agreement are amended to add this provision.

The Franchise Agreement says that GenCorp may require you to sign a general release of claims as a condition of renewal or resale of your franchise. Under Maryland law, COMAR 02.02.08.16L(1), this condition will not apply to any liability under the Maryland Franchise Registration and Disclosure Law, therefore Item 17M and Exhibit G of the FDD and Section 14.04(b) of the Franchise Agreement is amended accordingly.

Section 4-216 (c) (25) of the Maryland Franchise Registration and Disclosure Law requires a franchisor to file an irrevocable consent to be sued in Maryland.

The Maryland Franchise Registration and Disclosure Law requires the franchisor to sign an irrevocable consent to be sued in Maryland, therefore, Section 16.06 of the Franchise Agreement is amended to permit a franchisee to bring suit 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 franchise is granted.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

C & M CLEANING SERVICES, INC.	**FRANCHISEE:**
By:______________________________	______________________________ Signature
______________________________ [Printed name]	______________________________ [Printed name]
Title:______________________________	
	______________________________ Signature
	______________________________ [Printed Name]

MICHIGAN

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:

(e) A prohibition on your right to join an association of franchisees.

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

(g) A provision that permits us to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include your failure 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.

(h) A provision that permits us to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applied only if: (i) the term of the franchise is less than 5 years and (ii) you are 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 you do not receive at least 6 months advance notice of our intent not to renew the franchise.

(i) A provision that permits us 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.

(j) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a franchise outside this state.

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

(i) The failure of the proposed transferee to meet our then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of us or our subfranchisor.

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

(iv) Your or proposed transferee's failure to pay any sums owing to us or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(l) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(m) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

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.

ESCROW REQUIREMENTS (IF ANY): NONE____________________________

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

C & M CLEANING SERVICES, INC.	**FRANCHISEE:**
By:____________________________	____________________________ Signature
____________________________ [Printed name]	____________________________ [Printed name]
Title:____________________________	
	____________________________ Signature
	____________________________ [Printed Name]

MINNESOTA

We will comply with Minnesota Statute 80C.14 subdivisions 3, 4, and 5, which require except in certain specific cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise 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.

In accordance with Minnesota Rule 2860.4400J, to the extent required by law, the Disclosure Document and Franchise Agreement are modified so that we cannot require you to waive your rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause.

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a general release. The Disclosure Document and Franchise Agreement are modified accordingly, to the extent required by Minnesota law.

Pursuant to Minn. Stat. Sec. 80C.12, Subd. 1(g), to the extent required by law, the Franchise Agreement and Item 13 of the Disclosure Document are amended to state that we will protect your right to use the primary trademark, service mark, trade name, logotype or other commercial symbol or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of our primary trade name.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

C & M CLEANING SERVICES, INC.	**FRANCHISEE:**
By:____________________________	____________________________ Signature
____________________________ [Printed name]	____________________________ [Printed name]
Title:____________________________	
	____________________________ Signature
	____________________________ [Printed Name]

NEW YORK

The cover page of the Disclosure Document will be supplemented with the following, inserted at the bottom of the cover page:

WE MAY, IF WE CHOOSE, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, WE CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON YOU TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

Add to Item 3 of the Franchise Disclosure Document as follows, as the last paragraph:

(A) Except as described above, neither we, our predecessors, a person identified in Item 2, nor an affiliate offering franchises under our principal trademark 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 any 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) Except as described above, neither we, our predecessors, a person identified in Item 2, nor an affiliate offering franchises under our principal trademark 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) Except as described above, neither we, our predecessor, a person identified in Item 2, nor an affiliate offering franchises under our principal trademark 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.

Add the following language to Item 4 of the Franchise Disclosure Document, the last paragraph:

A. Except as described above, neither we, our affiliates, predecessors nor officers during the ten-year period immediately before the date of the Disclosure

Document: (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 held this position in the company or partnership.

Add at the end of the first paragraph of Item 5 of the Disclosure Document:

The purpose of the initial fee is to pay for our training, sales, legal compliance, salary, and general administrative expenses, and profit.

The first paragraph of Item 17 of the Disclosure Document is modified to read as follows:

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

Add in Item 17d of the Disclosure Document:

You may terminate the agreement on any grounds available by law.

Add at the end of the choice of law clause in the Franchise Agreement and in Item 17w of the Disclosure Document:

The foregoing choice of law should not be considered a waiver of any right conferred upon either you or us by the General Business Law of the State of New York, Article 33.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

C & M CLEANING SERVICES, INC.	**FRANCHISEE:**
By:____________________	____________________ Signature
____________________ [Printed name]	____________________ [Printed name]
Title:____________________	
	____________________ Signature
	____________________ [Printed Name]

NORTH DAKOTA

Item 17(c) Disclosure Document and Section 1.2 of the Franchise Agreement requiring you to sign a general release upon renewal of the franchise may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(i) of the Disclosure Document and Section 16.2 of the Franchise Agreement requiring you to consent to termination or liquidated damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the Disclosure Document and Section 16.2 of the Franchise Agreement restricting competition are generally considered unenforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(u) of the Disclosure Document and Section 18.06 of the Franchise Agreement requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law. The site of arbitration or mediation must be agreeable to all parties.

Item 17(w) of the Disclosure Document and Section 18.06 of the Franchise Agreement relating to choice of law, may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Disclosure Document and Section 18.16 of the Franchise Agreement requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Disclosure Document and Sections 17 and 18.16 of the Franchise Agreement requiring the franchisee to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Disclosure Document and Section 18.16 of the Franchise Agreement requiring the franchisee to consent to a limitation of claims within one year may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Section 18.16 of the Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by the franchisor in enforcing the agreement, which may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law. The prevailing party in any enforcement action is entitled to recover costs and expenses including attorney’s fees.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

C & M CLEANING SERVICES, INC.	**FRANCHISEE:**
By:____________________	____________________ Signature
____________________ [Printed name]	____________________ [Printed name]
Title:____________________	
	____________________ Signature
	____________________ [Printed Name]

RHODE ISLAND

The Rhode Island Securities Division requires the following specific disclosures to be made to prospective Rhode Island franchisees:

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act."

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

C & M CLEANING SERVICES, INC.	**FRANCHISEE:**
By:____________________	____________________ Signature
____________________ [Printed name]	____________________ [Printed name]
Title:____________________	
	____________________ Signature
	____________________ [Printed Name]

VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for C & M Cleaning Services, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 11 regarding Training.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

Pursuant to subsections D and E of new Rule 21 VAC 5-110-55, to conform certain language to terms in the Va. Retail Franchising Act, a modified FTC Cover page and a modified Item 23 Receipt page is required. These pages are modified to add the words “or grant” following the word “sale” in the statements required by Instruction (e)(2) of the FTC Cover Page and Instruction (1) of the Item 23 Receipt page.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

C & M CLEANING SERVICES, INC.	**FRANCHISEE:**
By:______________________________	______________________________
	Signature
______________________________	______________________________
[Printed name]	[Printed name]
Title:______________________________	
	______________________________
	Signature
	______________________________
	[Printed Name]

WASHINGTON

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in Washington, in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator, to the extent required by Washington law.

A release or waiver of rights executed by you shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is 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 and are amended to the extent required by law.

Transfer fees are collectible to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer, to the extent required by Washington law.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

C & M CLEANING SERVICES, INC.	**FRANCHISEE:**
By:____________________	____________________ Signature
____________________ [Printed name]	____________________ [Printed name]
Title:____________________	
	____________________ Signature
	____________________ [Printed Name]

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated April 15, 2021, and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _______ day of ____________________, 20__.

FRANCHISOR:
C & M CLEANING SERVICES, INC.

By:________________________________

____
[Printed name]

Title:______________________________

FRANCHISEE:

____
Signature

____
[Printed name]

____
Signature

____

EXHIBIT F

OPERATIONS MANUAL TABLE OF CONTENTS

EXHIBIT F
C & M Cleaning Services, Inc.

OPERATIONS MANUAL TABLE OF CONTENTS AS OF

December 31, 2020

EXHIBIT G
C & M Cleaning Services, Inc.

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below

STATE	EFFECTIVE DATE	AMENDMENT DATE
California	June 26, 2020	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT (FRANCHISEE COPY)

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 C & M Cleaning Services, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

In the States of New York and Rhode Island, the delivery of the Disclosure Document is to be received at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration to us or an affiliate in connection with the proposed franchise sale.

Michigan requires the delivery of the Disclosure Document at least 10 business days before the execution of the franchise or other agreement, or the payment of any consideration, whichever comes first

If C & M Cleaning Services, Inc. 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 Commissioner, Washington. D.C. 20580 and the state agency listed on Exhibit D for your state.

Date of Issuance: April 15, 2021

The franchise sellers for this offering are William Salvador, CEO; Kathy Salvador, Vice President, C & M Cleaning Services, Inc., 14420 Elsworth St, Suite 105, Moreno Valley, California 92553; and Phone: (714) 695-1060.

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

I have received a disclosure document dated April 15, 2021 on ___________, 20__ that included the following Exhibits:

A Financial Statements
B Franchise Agreement
Attachment I Territory Addendum
Attachment II Electronic Payment Authorization
Attachment III Proposed Trade Name and Delegation of Authority
Attachment IV Guaranty of Obligations
Attachment V Confidentiality and Covenant Not To Compete Agreement
Attachment VI Full and Final Mutual Release
Attachment VII Promissory Note and Personal Guarantee
Attachment VIII Start Up Inventory List
C Compliance Questionnaire
D State Administrators and Agents for Service of Process
E Multi-State Law Addendum to the Franchise Disclosure Document and Franchise Agreement
F Operations Manual Table of Contents
G. State Effective Dates
Receipt

Dated: ___________________

PROSPECTIVE FRANCHISEE:

____
(Print Name of Franchisee)

By:______________________
(Signature of Franchisee)

Please sign this copy of the receipt, date your signature, and retain it for your records.

RECEIPT (FRANCHISOR COPY)

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 C & M Cleaning Services, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

In the States of New York and Rhode Island, the delivery of the Disclosure Document is to be received at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration to us or an affiliate in connection with the proposed franchise sale.

Michigan requires the delivery of the Disclosure Document at least 10 business days before the execution of the franchise or other agreement, or the payment of any consideration, whichever comes first

If C & M Cleaning Services, Inc. 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 Commissioner, Washington. D.C. 20580 and the state agency listed on Exhibit D.

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E	Multi-State Law Addendum to the Franchise Disclosure Document and Franchise Agreement	
F	Operations Manual Table of Contents	
G.	State Effective Dates	
Receipt		

Dated: __________________

PROSPECTIVE FRANCHISEE:

____
(Print Name of Franchisee
By:______________________
Signature of Franchisee

Please sign this copy of the receipt, date your signature, and return it to C & M Cleaning Services, Inc.