FRANCHISE DISCLOSURE DOCUMENT

Tesla, LLC
A Florida Limited Liability Company
9825 NE 2nd Ave #530461
Miami Shores, Florida 33153
Phone: 877-753-6243
franchise@maidgreen.com / www.maidgreenfranchise.com

As a franchisee, you will operate a Maid Green Made Clean Since 2006® Cleaning Services Unit that offers an eco-friendly cleaning business that benefits our natural environment using eco-safe products to clean residential homes and apartments; vacation rentals, offices and light commercial; and new construction. We also provide chemical-free carpet cleaning, window cleaning and pressure cleaning.

Eco-One: The total investment necessary to begin operation of a Maid Green Made Clean Since 2006® Eco-One franchised business is from $42,998 to $74,368. This includes $16,795 that must be paid to Franchisor or its affiliates.

Executive: The total investment necessary to begin operation of a Maid Green Made Clean Since 2006® Executive franchised business is from $84,348 to $125,348. This includes $38,545 that must be paid to Franchisor or its affiliates.

Conversion: The total investment necessary to begin operation of a Maid Green Made Clean Since 2006® Conversion franchised business is from $42,998 to $122,198. This includes $16,795 to $38,545 that must be paid to Franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, 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 the Franchise Administration Department of Tesla, LLC, 9825 NE 2nd Ave, #530461, Miami Shores, Florida 33153, at 877-753-6243 or franchise@maidgreen.com.

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, DC 20580. You can also visit the FTC's home page at

www.ftc.gov for additional information on franchising. 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 12, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C 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 Maid **Green Made Clean Since 2006® 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 Maid Green Made Clean Since 2006® franchisee?	Item 20 or Exhibit E 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 A.

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 arbitration only in Florida. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate with the franchisor in Florida than in your own state.

2. **Governing Law.** The franchise agreement provides that Florida law governs the agreement, and this law may not provide the same protection and benefits as local law. You may want to compare these laws.

3. **Personal Guaranty.** Your spouse must sign a document that makes your spouse liable for your financial obligations under the franchise agreement, even though your spouse has no ownership interest in the business. This personal guaranty will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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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APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT, AND/OR ADDENDUM TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES AND ADDENDA, IF ANY, ARE INCLUDED IN EXHIBIT F.

Item 1

FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

Franchisor

The Franchisor, Tesla, LLC, is referred to as "**Franchisor**," "**We**," "**Us**," or "**Our**." "**Franchisee**," "**You**" or "**Your**" means or refers to the person or business entity to whom we sell a franchise. If you are a corporation, partnership, Limited Liability Company, or other entity, your principals and their spouses must sign a "**Personal Guaranty and Assumption of Obligations**," in the form attached to the Franchise Agreement as Exhibit 1, which means that all of the provisions of the Franchise Agreement (Exhibit B) will also apply to your principals and spouses. (See Item 15) If you are a corporation, a partnership, a limited liability company, or other entity, "**Franchisee**," "**You**" or "**Your**" includes your principals and spouses.

We are a limited liability company, formed in the State of Florida on July 15, 2013. Our principal address is 7701 NE 1st Ave, Unit F2, Miami, FL 33138; our principal mailing address is 9825 NE 2nd Ave #530461, Miami Shores, Florida 33153. We operate under our corporate name Tesla, LLC and the Maid Green Made Clean Since 2006® trademarks described in Item 13 (the "**Marks**"). We do not do business or intend to do business under any other names. We currently have no predecessors or affiliates required to be included in this Item (except as provided below).

We do not currently operate businesses of the type offered by this disclosure document.

We have not offered franchises in any other lines of business.

Predecessors and Parents

We have no Predecessors or Parents that are required to be included in this Item.

Our Affiliate

We currently have one (1) affiliate:

- MGM Fox Valley, LLC, an Illinois Limited Liability Company formed on March 12, 2019, whose principal business address is 143 South Lincolnway, Suite B, North Aurora, Illinois 60542. Our affiliate, MGM Fox Valley, LLC, is operating a franchise in North Aurora, IL. This affiliate does not provide any goods or services to franchisees.

  Our affiliate has not offered franchises in any line of business.

Agents for Service of Process

If we have an agent for service of process, we disclose those agents in Exhibit A.

The Franchise

We grant franchises for a business (the "**Franchise**," "**Maid Green Made Clean Since 2006®**," "**MGM**," "**Cleaning Services**," "**Unit**," or "**Business**") operating under the Maid Green Made Clean Since 2006® trademark and other Marks. MGM Cleaning Services Units offer an eco-friendly cleaning

business that benefits our natural environment using eco-safe products to clean residential homes and apartments; rentals: vacation, short-term, and long-term; offices and light commercial; and new construction. We also provide chemical-free carpet cleaning, window cleaning, and pressure cleaning.

A copy of the Franchise Agreement is attached as Exhibit B.

We began offering franchises for MGM Cleaning Services Units in Florida, Michigan, Illinois and other states. We do not operate any MGM Cleaning Services Units, although we may do so in the future. As of December 2023, we have sold six (6) Franchises: three (3) Eco-One; one (1) Eco-One Plus; one (1) Executive; and one (1) Executive plus additional territories.

Services are sold by an MGM Cleaning Services Business according to specified procedures. If you acquire a franchise, you must operate your Cleaning Services Unit according to our business formats, methods, procedures, designs, layouts, standards, and specifications, as detailed in our Manual.

We and our affiliate provide the following items, service, equipment, and products to our franchisees when they purchase an MGM Cleaning Services Unit: Utilization of Maid Green Made Clean Since 2006® proprietary products; utilization of the Maid Green Made Clean Since 2006® website; a supplied opening inventory of four (4) vacuum cleaners, set of four (4) mop kits, fifty (50) microfiber mops, one hundred (100) microfiber cleaning cloths, four (4) apron kits (includes aprons), sixteen (16) logo-emblazoned shirts, and a proprietary cleaning kit; availability of products, vendors and supplies; marketing; training and supervision; and use of the trademark.

Laws and Regulations

You must obtain a business license. You must also comply with all laws and regulations that apply generally to businesses where your Cleaning Services Unit is located, and you should investigate these laws and regulations.

Specifically, some states, counties and/or municipalities may require you to obtain a housekeeping/cleaning license, or their equivalents, which may include a background investigation, and may require annual renewal(s). You must comply with laws and regulations that apply to the cleaning services industry where your Business is located, and you should investigate these laws and regulations.

We require you, your manager(s), supervisor(s) and trainers to have the Maid Green Cleaning Certification (MCC), or its equivalent. This certification must be completed within six (6) months of signing the Franchise Agreement and must be obtained from Maid Green U (MGU). All managers, supervisors and trainers must complete the Maid Green Cleaning Certification (MCC) within sixty (60) days of accepting the position and must be obtained from Maid Green U (MGU). Cleaning Technicians must complete the appropriate Cleaning Technician CT) training within the first two (2) weeks of hire. Certification for Cleaning Technicians is available; however, it is optional at this time. You and/or all managers and supervisors are required to be current with this certification and comply with its related rules and regulations. You must have current manager/supervisor certifications on file at all times.

Specifically, if you use a company vehicle, some states, counties and/or municipalities may generally require you to obtain a commercial driver's license or its equivalent, which may require renewal(s), vehicle permit, and/or commercial driving insurance. You should investigate these laws and regulations. All drivers' licenses and insurance must always be up-to-date and in good standing.

Optional Federal, State or Local Municipality Health Regulations:

It may be required by federal, state or local municipality laws and regulations to engage in additional health precautionary measures. You must investigate these laws and regulations.

Payment Card Data Security

Managed Firewall: You are required to comply with Payment Card Industry Data Security Standards ("**PCIDSS**"). As part of your compliance, you must install and use a managed firewall between the Internet Service Provider ("**ISP**") equipment and the Computer System in the office (including POS System, BOH computer, camera equipment, etc.) and utilize our designated managed firewall provider. The initial and ongoing costs for managed firewall services are described in Item 7 and Exhibit H – Schedule A.

Competition

Your Cleaning Services Unit will offer and provide cleaning services to the general public and businesses throughout the year and compete with other cleaning services or janitorial businesses, which may be franchised by other companies, or independent operations. The market for your type of services generally is developed and very competitive. Despite this competition, we believe that Maid Green Made Clean Since 2006® Cleaning Services Units appeal to consumers because of the cleaning services provided using eco-friendly products, our business practices, and the service quality. Because of the cleaning services you are offering, sales may vary based on the day of the week, holidays, and time of year, with spring and fall being the busier times of the year.

Item 2

BUSINESS EXPERIENCE

Petter K. Nahed

March 2019 to present: Mr. Petter Nahed is the President and Director of Operations of MGM Fox Valley, LLC, an Illinois Limited Liability Company, in North Aurora, Illinois since its formation on March 12, 2019.

April 2006 to September 2021: Mr. Petter Nahed was the co-founder and was the President and Director of Operations of Maid Green, Inc., a Florida corporation, in Miami, Florida from its formation on April 25, 2006 to its closure on September 24, 2021.

November 23, 2015 to December 16, 2019: Mr. Petter Nahed was a non-working Partner and partial owner of MI2MI, LLC, a Michigan limited liability company, in Walled Lake, MI since its formation on November 23, 2015. His interest was bought out on December 16, 2019 by his partner.

July 2013 to present: Mr. Petter Nahed is the Managing Partner and Corporate Trainer of Tesla, LLC, a Florida Limited Liability Company, in Miami, Florida since its formation on July 15, 2013.

Claudia G. Nahed

July 2013 to present: Ms. Claudia Nahed is the Vice President of Tesla, LLC, a Florida Limited Liability Company, in Miami, Florida since its formation on July 15, 2013.

Teresa Nahed

March 2019 to present: Ms. Teresa Nahed is the Office Manager and Corporate Trainer of MGM Fox Valley, LLC, an Illinois Limited Liability Company, in Glenview, Illinois since its formation on March 12, 2019.

July 2013 to present: Ms. Teresa Nahed is the Office Manager and Corporate Trainer of Tesla, LLC, a Florida Limited Liability Company, in Miami, Florida since its formation on July 15, 2013.

May 2010 to September 2021: Ms. Teresa Nahed was the Administrative Manager and Corporate Trainer of Maid Green, Inc., a Florida corporation, in Miami, Florida.

Item 3

LITIGATION

No litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5
INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee (the "**Initial Franchise Fee**") in a lump sum when you sign the Franchise Agreement.

Definition: A Qualified Household ("**QHH**") is defined as a household that shows a combined minimum annual household income of $60,000.

INITIAL FRANCHISE FEE:

Eco-One Unit: The Initial Franchise Fee is $15,750 for one (1) Eco-One Franchised Cleaning Services Unit Territory consisting of 37,000 QHHs.

Executive Unit: The Initial Franchise Fee is $37,500 for an Executive Franchised Cleaning Services Unit, consisting of 125,000 QHHs.

Conversion Unit: The Initial Franchise Fee is $15,750 - $37,500 for a Conversion Franchised Cleaning Services Unit, based on the number of QHHs within the current service area.

Additional: Additional QHHs may be acquired for a cost of $0.19 per QHH. The additional acquired QHHs need not be purchased simultaneously; but must be located contiguous to your initial franchise territories.

Discounts: U.S. Armed Forces Veterans or Military Veterans of Allied Countries with a General Discharge under Honorable Conditions; and/or active, former or retired law enforcement officers, firefighters and other First Responders will receive a fifteen percent (15%) discount of the Initial Franchise Fee on the purchase of the first Franchised Territory. Discount may not be combined with other discounted offers.

This amount includes the right to use the trademark Maid Green Made Clean Since 2006® and Training in connection with the operation of your Cleaning Services Unit.

The Initial Franchise Fee is fully earned when paid and is not refundable under any circumstances, except if we determine that you (or your managing owner) cannot complete the initial training program to our satisfaction, we may terminate the Franchise Agreement, in which event we will keep two-thirds (2/3) of the Initial Franchise Fee and return the other one-third (1/3) to you, provided that you sign our required form of release of claims. Also, if you are unable to get the necessary business permits or licenses, excluding the Maid Green Manager Certification (MCC), or its equivalent, through no fault of your own, within forty-five (45) days, either one of us can terminate the Franchise Agreement, and we will keep two-thirds (2/3) of the Initial Franchise Fee and return the other one-third (1/3) to you, provided that you sign our required form of release of claims. Upon Franchisee's written request, Franchisor may grant Franchisee one thirty (30) day extension within which to open the Business. Franchisee must submit documentation of the status of the application(s) ten (10) days prior to the date of the thirty (30) day extension request. Upon the grant of such extension(s) by Franchisor, the Opening Date will be commensurately extended.

Micro-Site and Database Set-Up

We provide you with a micro-site and the initial set-up of your database during the initial training program. You pay Us or our Affiliate a $500 non-refundable fee for these items at least fifteen (15) days before you begin training.

Micro-Site: Monthly User Fee, Webhosting

You must pay Us or our Affiliate a monthly fee of $15 for user fee and webhosting.

Technology Fee

You must pay Us or our Affiliate a $500 annual technology fee.

Training Fee (for more than two (2) trainees):

We provide initial training and training materials, at no additional charge, for up to two (2) trainees per each Franchise business purchased, provided that both trainees are trained at the same time.

If you send more than two (2) trainees to initial training, we will charge you a $125 per day training fee for each additional trainee (maximum of six (6)) attending training together with the first two (2) trainees. Training fees, if applicable, are payable before the initial training begins, and are uniform and non-refundable. You must also pay all of your trainees' travel, meal and lodging expense, along with their hourly wage/salary (if applicable) while at training. See Item 11 for more information on training.

Except for the limited circumstance described in this Item 5, all initial fees are uniform and are fully earned when paid; and are not refundable under any circumstances.

Item 6

OTHER FEES AND COSTS

Type of Fee [1]	Amount	Due Date	Remarks
Royalty	6% - 5% of monthly Gross Income against a minimum, whichever is greater [2]	The 15th of each month, based on the Gross Income of the previous month [3]	Royalty is on a descending scale based on Gross Income. "**Gross Income**" means all of your revenue from operating the Business, but excluding taxes collected from clients and paid to any taxing authority, gratuities, and reduced by the amount of any documented refunds, credits, allowances, and charge-backs given in good faith to clients.
Transfer Fee	$5,000 Eco-One $7,500 Executive	Before transfer completed	No charge if Franchise Agreement is transferred to an entity you control.
Renewal Fee	$750	Before renewal completed	If you are in full compliance to all terms and conditions you may acquire two (2) successor franchise terms of seven (7) years each.
National Advertising and Brand Development Fund	Up to 1% of monthly Gross Income	Monthly, as incurred, by the 15th day of each month, based on Gross Income of the previous month [3]	Payable to Us and/or our affiliate if we establish a National Advertising and Brand Development Fund. See Item 11 for a detailed discussion about this Fund.
Regional Advertising Program [4]	Up to 1½% of monthly Gross Income	As directed by the Regional Program	Payable if we establish a Regional Advertising Program for your area, your contributions to a Regional Advertising Program will be credited against the weekly minimum amount

Type of Fee [1]	Amount	Due Date	Remarks
			that you are required to spend on local advertising. See Item 11 for a detailed discussion about the Regional Advertising Program.
Additional Training or Assistance at corporate or other designated location	$750 per person for a five-day training session, or a daily rate of $300 per person [5, 6]	One (1) week before training or assistance begins, and is non-refundable	Payable to Us and/or our Affiliates
Your Location: Additional Training or Assistance at your location	$450 per day, per trainer [6]	One (1) week before training or assistance begins, and is non-refundable	Payable to Us and/or our Affiliates. At our option, should it be necessary, based on availability.
Management Service Fee – In person	$250 per person per day [7]	Upon your receipt of our invoice	Payable to Us and/or our affiliate and/or a third party, based on availability.
Management Service Fee – Virtual	$500 package [7]	Upon your receipt of our invoice	Payable to Us and/or our affiliate, based on availability.
Products and Service Purchases	The price of the products and services that you must purchase and utilize	As Incurred	You must buy certain proprietary products and services from us, our affiliates, and designated or approved vendors whose items meet our standards and specifications, which are detailed in our Manual. We may also permit you to buy from other suppliers to the industry upon review and approval.
Computer Systems, Maintenance, and Support	Cost of Service	As Incurred	We, our Affiliate, or a third party may charge you a fee for any proprietary software or technology that we, our affiliates or an approved third party have provided by license to you and for other maintenance and support services that we or an approved third party might provide in the future.
Micro-Site: Monthly User Fee, Webhosting	$15 per month (monthly cost may increase annually)	As Agreed	Us or our Affiliate

Type of Fee [1]	Amount	Due Date	Remarks
Technology Fee	$500 per year	As Agreed	Payable to Us, our affiliates, or designated or approved vendors; this may include: INTRANET, Scheduling Software, up to 5 email addresses, and other services.
Maid Green Cleaning Certification (MCC)	MCC Course fee: $275 per person	As Agreed	You and/or your managers, supervisors and/or trainers must complete training within the first six (6) months after signing the franchise agreement. All new managers, supervisors & trainers must complete within sixty (60) days of accepting the position.
Maid Green Team Leader Training w/o Certification	Team Leader Course Fee: $100 per person	As Agreed	Team Leaders must complete training within two (2) weeks of hire. Pre-requisite: Technician Certification
Maid Green Cleaning Technician Virtual Training w/o Certification	Technician Course Fee: $25 per person	As Agreed	Cleaning Technicians must complete training within two (2) weeks of hire; complete certification within 30 days of satisfactory completion of state required new hire probationary period. Certification is available but is optional at this time.
Fee for Failure to comply with Maid Green Management and Trainer Training	$100 per week	As Incurred	If your manager(s), supervisor(s) and/or trainers have not completed training within the specified timeframe, a $100 per week fee will be assessed for failure to comply.
Fee for Failure to comply with Maid Green Cleaning Certification (MCC)	$100 per week	As Incurred	If your manager(s), trainers and/or supervisor(s) have not completed certification within the specified timeframe, a $100 per week fee will be assessed for failure to comply.
Fee for Failure to comply with Maid Green Cleaning Technician Training	$25 per technician per week	As Incurred	If you have not provided the training for the Cleaning Technicians within the specified timeframe, a $25 per week fee will be assessed for failure to comply.

Type of Fee [1]	Amount	Due Date	Remarks
Testing New Products or Services	Actual Cost of Testing	Upon your receipt of our invoice.	Payable to Us and/or our affiliate. This covers the costs of testing new products or services; or inspecting new suppliers you propose.
Unapproved Product or Service Fee	$250 per day	Upon your receipt of our invoice.	Payable for each day that you offer or sell any unapproved product or service. This is in addition to other remedies available to us.
Non-Compliance Fee	$250 per day	Upon your receipt of our invoice	We may charge you if your business is not compliant with our system specifications or the Franchise Agreement and you fail to correct the non-compliance.
Manual Handling Fee	$5,000 per occurrence	Upon your receipt of our invoice	Payable to Us if you fail to keep the Operations Manual at your place of business.
Unreturned Materials Fee	$1,000 per person per incident	Upon your receipt of our invoice	Applies if Copyrighted materials or materials bearing our Marks fail to be returned.
Late Fee [8]	$100 per incident plus 1½% interest per month, or maximum allowed by law	Upon your receipt of our invoice	Payable to Us on any overdue or past due amounts of any fees or charges.
Insufficient Funds	$75 or maximum as permitted by local law	15 days upon your receipt of our invoice	Payable to Us if you have insufficient funds in your EDTA to cover a payment, or if you pay by check and a check is returned for insufficient funds or a closed account.
Audit	Actual Cost of audit	Upon your receipt of our invoice	Payable to Us if you do not provide us with reports, supporting records or other required information, on a timely basis, or if you understate required Royalty payments and/or Fund contributions by more than two percent (2%).
Maintenance and Refurbishing of Business	Our actual costs	Upon your receipt of our invoice	If, after we notify you, you do not undertake efforts to correct deficiencies in Business appearance, then we can undertake the repairs and you must reimburse us.

Type of Fee [1]	Amount	Due Date	Remarks
Insurance	Our actual costs	Upon your receipt of our invoice	If you fail to obtain insurance, as specified, we may obtain insurance for you and you must reimburse us.
Cost and Attorneys' Fees	Our actual costs	Upon your receipt of our invoice	Payable to Us if you do not comply with the Franchise Agreement.
Indemnification	Our actual costs and/or liability	Upon your receipt of our invoice	You must reimburse Us if we are held liable for claims arising from the operation of your Business.

1. Except for the product and service purchases described in Item 8, and except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to Us. All fees are non-refundable and are uniformly imposed. Regardless of what day of the month you open the Business the last day of the month will signify the end of the first month, subsequent months will begin on the first day of each month and end on the last day of each month.

2. Royalty: Your Royalty, paid monthly, is on a descending scale calculated as follows:

Royalty	Time frame
6.0% of monthly gross income or $0, whichever is greater	Months one (1) through three (3)
6.0% of monthly gross income or $300 minimum, whichever is greater	Months four (4) through thirty-six (36)
5½% of monthly gross income or $500 minimum, whichever is greater	Months thirty-seven (37) through sixty-five (65)
5% of monthly gross income or $650 minimum, whichever is greater	Months sixty-six (66) through one hundred twenty (120)

3. Before your Business opens, you must sign and deliver to us an "**Electronic Depository Transfer Account Document**" or "**EDTA**" (Exhibit G), which authorizes us to debit your business checking account automatically for the Royalty payments, Fund contributions, and other amounts due under the Franchise Agreement. We will debit the EDTA for these amounts on their due dates. Funds must be available in the EDTA for withdrawal. We may require payment other than by automatic debit, and you must comply with our payment instructions.

   If you do not report the Business's Gross Income, we may debit your EDTA for 120% of the last Royalty payment and Fund contribution that we debited. If the amounts we debit are less than the amounts you actually owe us, we will debit your EDTA for the balance on the day we specify. If the amounts we debit are greater than the amounts you actually owe us, we will credit the excess against the amounts that we otherwise would debit from your EDTA during the following month.

4. The MGM businesses that contribute to a Regional Advertising Program will include any MGM businesses operated in the Advertising Coverage Area by us or our Affiliate. Each MGM Cleaning Services Unit operating in the Advertising Coverage Area and contributing to the program will have one (1) vote, including our MGM Business and those owned by our affiliates.

5. We may charge you for additional, or special assistance, and/or training you need or request; for refresher training courses; and/or for training newly hired personnel.

6. For all training sessions and conferences, you must pay for your trainees' and representatives' salaries and benefits, and workers' compensation insurance, unemployment insurance, and disability insurance (if applicable), plus travel, meal and lodging expenses for each attendee.

   For all training sessions held at your location, in addition to the training fee, you must pay travel, meal and lodging expenses, reasonable daily charges for Franchisor's employees' time for each Trainer, and other related costs.

7. Management Fee is payable to Us and/or our Affiliate and/or a third party if:
   - You choose to engage management services during a planned absence; or
   - You choose to engage Virtual Management Service, which is a package of four (4) virtual management hours, to be used in one (1) hour increments over no more than a two (2) working week period.
   - We are required to manage your Business remotely after your or your managing owner's death, mental or physical incapacity, or
   - We are required to manage your Business after your default or abandonment of your Business.

8. Late Fee – If you fail to pay the Royalty, any advertising expenditure, website user and maintenance fee, equipment, supplies or other sums payable to us or our affiliate (if applicable), when due, you must pay us a late fee of $100 per incident plus 1½% interest per month on the unpaid balance, or the maximum permitted by law, whichever is higher.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
ECO-ONE UNIT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee [1]	$15,750	Lump Sum	On signing Franchise Agreement	Us
Real Estate [3]	Not Included	Not Included	Not Included	Not Included
Rent [3]	$1,500 - $3,600 [2]	As Agreed	Monthly	Landlord

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Lease Deposit [4]	$0 - $2,400	Lump Sum	Generally, a deposit is payable upon your execution of the lease	Landlord
Optional: Garage Rental Unit [5]	$0 - $450 [2]	As Agreed	Monthly	Landlord
Utility Deposits [6]	$0 - $150	As Arranged	As Incurred	Utility Companies
Leasehold Improvements [7]	$0 - $2,500	As Agreed	As Incurred	Outside Suppliers
Business Licenses and Permits [8]	$55 - $500 (varies by state and municipality)	Lump Sum	As Incurred	Outside Governing Organization(s)
Industry-Specific Licenses and/or Certifications [9]	$100 - $250 (As required by state and municipality)	Lump Sum	As Incurred	Outside Governing Agency(ies)
Membership Costs for Business Associations	$250 - $750	As Agreed	Upon Joining	Chamber of Commerce, BNI, ISSA-ARSI, etc.
Background Investigation of Employees [9]	$25 per person per year	As Agreed	As Incurred	Designated or Approved Suppliers
Computer System	$1,200 - $2,500	As Agreed	As Incurred (prior to opening)	Outside Supplier (See Item 11)
Micro-Site and Initial Setup of Database	$500	As Agreed	As Incurred (prior to opening)	Us/Affiliate (See Item 5)
QuickBooks Essentials Online	$180 [2]	As Agreed	As Incurred	Approved Suppliers
Micro-Site: Monthly User and Hosting	$45 [2]	As Agreed	As Incurred	Us/Affiliate
Technology Fee [10]	$500 Annual Fee	As Agreed	As Incurred	Us/Affiliate

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Payroll Service	$180 minimum [2]	As Agreed	As Incurred	Outside Suppliers
Internet Antivirus/Security Service; Virtual Data and Cloud Backup Service	$388 Minimum Annual Fee	As Agreed	As Agreed	Outside Supplier
iPhone and Landline Phone Monthly Service	$750 minimum [2]	As Agreed	As Incurred	Approved Suppliers
Office Furniture, Equipment, and Fixtures [11]	$550 - $750	As Agreed	As Incurred	Outside Suppliers
Optional Laundry Equipment [12]	$0 - $2,000	As Agreed	As Incurred	Designated or Approved Suppliers
Optional Large Equipment [13]	$0 - $3,500	As Agreed	As Incurred	Designated or Approved Suppliers
Small Equipment [14]	$775 - $1,150	As Agreed	As Incurred	Outside Suppliers
Optional: Company Vehicle Lease/Purchase [15]	$0 - $4,500	As Agreed	As Incurred (in the case of purchase) Monthly (in the case of lease)	Third Party
Opening Business Supplies [16]	$800 - $1,100 [2]	As Agreed	As Incurred	Designated or Approved Suppliers, or Us
Grand Opening Marketing and Advertising [17]	$3,000 minimum required	As Agreed	First Three (3) Months	Advertising Sources
Signage/Vehicle Signage [18]	$750 - $2,500	As Agreed	As Incurred	Designated Supplier
Training Expenses (out-of-pocket costs for two (2) people), includes travel, meals and lodging, etc. [19]	$2,750 - $3,450	As Agreed	As Incurred	Third Parties
Business Insurance [20]	$400 - $600 [2]	As Agreed	As Agreed	Insurance Company(ies)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Commercial Automobile Insurance [21]	$600 - $900 [2]	As Agreed	Generally payable for the full year, in advance	Insurance Company(ies)
Additional Funds [22]	$12,000 - $19,500 [2]	As Incurred	As Incurred	Employees, Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT [23]	$42,998 - $74,368			As specified above

All figures are based on the parameters in Explanatory Note 3.

None of the payments shown above are refundable except as agreed with providers and suppliers such as but not limited to real estate/storage rental deposits, utility deposits, insurance deposits, and/or vehicle lease deposits. We do not finance any part of the initial investment. The figures and footnotes listed in this Item 7 are estimates and we cannot guarantee that you will not have additional expenses starting your Maid Green Made Clean Since 2006® Cleaning Services Business. These estimates also do not include any compensation for the Franchise owner or personal living expenses. These numbers are based on average market rates at the time of this Franchise Disclosure Document and may fluctuate based on numerous variables. Actual costs will vary for each Franchise depending on a number of factors. Your costs depend on how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your services and products; the prevailing wage rate; competition; and the sales level reached during the initial period of operation of your Business. You should review these figures carefully with a business advisor before making any decision to purchase a Franchise.

Explanatory Notes

1. We describe the Initial Franchise Fee in Item 5 for one (1) Eco-One Franchised Cleaning Services Unit Territory, consisting of 37,000 QHH.

   Note: A Qualified Household (QHH) is defined as a combined minimum annual household income of $60,000, regardless of the number of inhabitants. Additional QHHs may be acquired for a cost of $0.19 per QHH.

2. Estimated expense for the first three (3) months.

3. A Maid Green Made Clean Since 2006® Cleaning Services Eco-One Unit occupies approximately 400 to 500 square feet of space, with a minimum of 200 square feet of office space and a minimum of 200 square feet of storage, which must include an access to an area with a sink and laundry capabilities.

   Rent varies by geographic location, size, local rental rates, businesses in the area, site profile, and other factors, and may be considerably higher in large metropolitan areas than in more suburban or small-town areas.

MGM Eco-One Cleaning Services Units can be located in a home office, in independent office buildings, light industrial parks and other venues in business park areas and in multi-use residential areas. Restrooms may be shared.

We anticipate that you will rent the Business premises, and the figures in the table include the first three months' rent. Whether this rent is refundable depends on your agreement with your landlord. It is possible, however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Business already is constructed or could be constructed. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. Because of the numerous variables that affect the value of a particular piece of real estate, this estimated initial investment table does not reflect the potential cost of the purchase of real estate.

4. Generally, one to two months' rent may be paid upon the execution of the lease as a deposit. The amount of the lease deposit depends on your lease agreement. Thereafter, rent is generally paid on a monthly basis. Whether this deposit is refundable depends on your agreement with your landlord.

5. Optional Garage rental unit cost, as detailed in the Manual. There may be a deposit required. These amounts do not include any security deposit required.

6. If you decide to operate your Business from leased premises, you may be required to pay deposits for utilities. The amount of these deposits will vary depending on the practices of the utility companies and whether any impact or hook-up fees are required. Whether this deposit is refundable depends on your agreement with your utility company.

7. Prior to Opening. Leasehold improvement costs, as detailed in the Manual, may include floor covering, wall treatment, ceilings, painting, window treatment, carpentry and similar work, depending on the site's condition, location, and size; the demand for the site among prospective lessees; and the site's previous use. The lower figure assumes no remodel or optional electrical and/or plumbing is necessary; the higher figure assumes basic remodel of a standard leased office space, including optional electrical and plumbing. The figures do not include a restroom facility within the leased space. The figures do not include labor charges, if any, as the rates will vary by location.

8. Prior to Opening. These amounts include possible business licensures and permits required by local, state or federal law, including, but not limited to business license, Certificate of Occupancy, remodeling permit, debris removal permit, signage permit, and plumbing, electrical and/or gas permit.

9. Prior to Opening. These amounts include industry-specific certifications required before opening, and the rules and regulations may vary by state, local and municipal law. You should investigate these requirements.

   We require you to complete background investigations on all managers, technicians and employees, as detailed in the Manual. This requires annual renewal for managers. These background investigations must be current and kept on file at all times.

   In addition, personnel utilizing company vehicles and/or utilizing their personal transportation to job sites need to possess a valid driver's license; regulations may vary by state, local and

municipal law. You should investigate these requirements. All drivers' licenses and insurance must always be up to date when driving your company vehicle(s) and/or on the way to the jobsite.

Industry-specific certifications may have one or two-year renewal. You should investigate these requirements.

10. This may include INTRANET, Scheduling Software, website maintenance, up to 5 email addresses, and other services.

11. Prior to Opening. This includes, but is not limited to, a computer desk and chair, a four-drawer locking filing cabinet, a multi-function printer/copier/scanner/fax, peripheral computer equipment, an iPhone, and landline telecommunication equipment. This figure also includes a folding card table with chairs and two reception chairs.

12. Prior to Opening. This includes but is not limited to: a full size washer & dryer (may be stackable). The lower figure assumes use of your personal washer & dryer. If you are operating from a home office, you may submit your personal washer & dryer for use in the Business.

13. Prior to Opening. These figures include the following optional large equipment: Commercial Wet/Dry Vacuum; Pressure Washer; Floor Polishing Machine; Pure Water Cleaning System; and a Tile, Grout and Carpet Cleaning Machine.

14. Prior to Opening. This includes but is not limited to: mops, brooms, dust pans, toilet brushes, spray bottles, air fresheners. A complete list is detailed in the Manual.

15. The higher figure assumes you lease or purchase one vehicle; the lower figure assumes you have submitted your vehicle for use, and your vehicle has been accepted. Vehicles must meet the specifications as detailed in the operations manual.

    Lease/Purchase: the higher figure represents the initial deposit and/or payments for that vehicle. Costs may vary substantially, especially if you elect to purchase a vehicle rather than lease one. You must purchase or lease vehicles that meet our specifications as defined in the operations manual.

    Your vehicle: the lower figure assumes use of your vehicle. You may submit your vehicle for use in the Business. The qualifications for submission include a maximum age, condition (Kelley Blue Book standards), as well as type of vehicle, which are identified in the operations manual. All submissions must be accepted prior to use.

    The vehicle must be able to accommodate the cleaning equipment. Only specified vehicle designs will be approved. The internal layout of your vehicle must also be approved by us and be lettered with signage as we may specify. The personal or purchased vehicle may be up to a maximum of six (6) years old and in very good condition (Kelley Blue Book standards), free of visible rust.

16. Prior to Opening. This includes, but is not limited to, paper products, printing supplies and general office supplies.

17. This is the minimum required amount you must spend on grand opening marketing and advertising for your Business. Your Grand Opening Marketing and Advertising campaign must include a virtual campaign, i.e. paid online ads - pay-per-click campaign.

18. Prior to Opening. These figures include the required vehicle signage that meets our specifications as defined in the Operations Manual, and the interior and exterior signage that you must purchase, as described in the Manual.

19. Prior to Opening. These amounts are based on $500/per person airfare; $300/night hotel double occupancy; meals, transportation, and miscellaneous, for 2 hands-on trainees.

20. You must obtain and maintain certain types and amounts of insurance. (See Item 8) Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, and number of employees, square footage, location, business contents, and other factors bearing on risk exposure. Payments may be made in installments; however, availability of installment plans will vary by company. The estimate includes insurance costs for the first three (3) months.

    Because of the numerous variables that affect the cost of workers' compensation, disability or unemployment insurance, this estimated initial investment table does not reflect the potential cost of this insurance.

21. Commercial Automobile Insurance: Rates will vary by individual. Because of the numerous variables that affect this cost, this is an estimated initial investment.

22. This item estimates your initial startup expenses for three (3) months. These expenses include but are not limited to:
    a) Payroll costs, but not include any draw or salary for you; and
    b) Standard initial operating expenses not listed above; and
    c) Once a job commences, you will need to purchase supplies accordingly; at this time, we are unable to estimate those expenditures; and
    d) Jobsite travel expenses/fuel.

    These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business.

    Your costs depend on how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your services and products; the prevailing wage rate; competition; and the sales level reached during the initial period of operation of your Business.

23. We relied on the experience of our affiliate, Maid Green, Inc.'s operation of a business similar to the Business for approximately eighteen (18) years to compile these estimates. You should review these figures carefully with a business advisor before deciding to acquire the Franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and your collateral, and lending policies of financial institutions from which you request a loan.

YOUR ESTIMATED INITIAL INVESTMENT
EXECUTIVE UNIT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee [1]	$37,500	Lump Sum	On signing Franchise Agreement	Us
Real Estate [3]	Not Included	Not Included	Not Included	Not Included
Rent [3]	$1,800 - $4,500 [2]	As Agreed	Monthly	Landlord
Lease Deposit [4]	$0 - $3,000	Lump Sum	Generally, a deposit is payable upon your execution of the lease	Landlord
Optional: Garage Rental Unit [5]	$0 - $450 [2]	As Agreed	Monthly	Landlord
Utility Deposits [6]	$0 - $150	As Arranged	As Incurred	Utility Companies
Leasehold Improvements [7]	$0 - $2,500	As Agreed	As Incurred	Outside Suppliers
Architectural Plans [8]	$0 - $1,500	As Agreed	As Incurred	Architect
Business Licenses and Permits [9]	$55 - $500 (varies by state and municipality)	Lump Sum	As Incurred	Outside Governing Organization(s)
Industry-Specific Licenses and/or Certifications [10]	$100 - $250 (Varies by state and municipality)	Lump Sum	As Incurred	Outside Governing Agency(ies)
Membership Costs for Business Associations	$250 - $750	As Agreed	Upon Joining	Chamber of Commerce, BNI, ISSA, ARSI, etc.
Background Investigation of Employees [10]	$25 per person per year	As Agreed	As Incurred	Designated or Approved Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Computer System	$1,200 - $2,500	As Agreed	As Incurred (prior to opening)	Outside Supplier (See Item 11)
Micro-Site and Initial Setup of Database	$500	As Agreed	As Incurred (prior to opening)	Us/Affiliate (See Item 5)
QuickBooks Essentials Online	$180 [2]	As Agreed	As Incurred	Designated or Approved Suppliers
Micro-Site: Monthly User and Hosting	$45 [2]	As Agreed	As Incurred	Us/Affiliate
Technology Fee [11]	$500 Annual Fee	As Agreed	Monthly	Us/Affiliate
Payroll Service	$180 - $360 minimum [2]	As Agreed	As Incurred	Designated or Approved Suppliers
Internet Antivirus/Security Service; Virtual Data and File Backup Service	$388 Annual Fee	As Agreed	As Agreed	Outside Supplier
iPhone and Landline Phone Monthly Service	$750 minimum [2]	As Agreed	As Incurred	Designated or Approved Suppliers
Office Furniture, Equipment, and Fixtures [12]	$750 - $2,500	As Agreed	As Incurred	Outside Suppliers
Large Equipment & Laundry [13]	$1,950 - $2,150	As Agreed	As Incurred	Designated or Approved Suppliers
Optional Large Equipment [14]	$0 - $7,550	As Agreed	As Incurred	Designated or Approved Suppliers
Small Equipment [15]	$775 - $1,150	As Agreed	As Incurred	Outside Suppliers
Optional Company Vehicle Lease/ Purchase [16]	$0 - $4,500	As Agreed	Monthly	Third Party

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Opening Business Supplies [17]	$1,300 - $1,600 [2]	As Agreed	As Incurred	Designated or Approved Suppliers, or Us
Grand Opening Marketing and Advertising [18]	$3,600 minimum required	As Agreed	First Three (3) Months	Advertising Sources
Signage & Vehicle Signage [19]	$750 - $3,000	As Agreed	As Incurred	Designated Supplier
Training Expenses (out-of-pocket costs for two (2) people), includes travel, meals and lodging, etc. [20]	$2,750 - $3,450	As Agreed	As Incurred	Third Parties
Business Insurance [21]	$400 - $600 [2]	As Agreed	As Agreed	Insurance Company(ies)
Commercial Automobile Insurance [22]	$600 - $900 [2]	As Agreed	Generally payable for the full year, in advance	Insurance Company(ies)
Additional Funds [23]	$28,000 - $38,000 [2]	As Incurred	As Incurred	Employees, Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT [24]	$84,348 - $125,348			As specified above

All figures are based on the parameters in Explanatory Note 3.

None of the payments shown above are refundable except as agreed with providers and suppliers such as but not limited to real estate/storage rental deposits, utility deposits, insurance deposits, and/or vehicle lease deposits. We do not finance any part of the initial investment. The figures and footnotes listed in this Item 7 are estimates and we cannot guarantee that you will not have additional expenses starting your Maid Green Made Clean Since 2006® Cleaning Services Business. These estimates also do not include any compensation for the Franchise owner or personal living expenses. These numbers are based on average market rates at the time of this Franchise Disclosure Document and may fluctuate based on numerous variables. Actual costs will vary for each Franchise depending on a number of factors. Your costs depend on how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your services and products; the prevailing wage rate; competition; and the sales level reached during the initial period of operation of your Business. You should review these figures carefully with a business advisor before making any decision to purchase a Franchise.

Explanatory Notes

1. We describe the Initial Franchise Fee in Item 5 for one Executive Franchised Cleaning Services Units Territory, consisting of 125,000 QHH.

   Note: A Qualified Household (QHH) is defined as a combined minimum annual household income of $60,000, regardless of population. Additional QHHs may be acquired for a cost of $0.19 per QHH.

2. Estimated expense for the first three (3) months.

3. Each Maid Green Made Clean Since 2006® Cleaning Services Executive Unit occupies approximately 750 to 1,250 square feet of space, with a minimum of 200 square feet of office space and a minimum of 550 square feet of storage, which must include an area with a sink, and laundry capabilities. Rent varies by geographic location, size, local rental rates, businesses in the area, site profile, and other factors, and may be considerably higher in large metropolitan areas than in more suburban or small-town areas. MGM Cleaning Services Units can be located in independent office buildings, light industrial parks and other venues in business park areas and in multi-use residential areas. Restrooms may be shared.

   We anticipate that you will rent the Business's unit premises, and the figures in the table include the first three months' rent. Whether this rent is refundable depends on your agreement with your landlord. It is possible, however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Business already is constructed or could be constructed. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. Because of the numerous variables that affect the value of a particular piece of real estate, this estimated initial investment table does not reflect the potential cost of the purchase of real estate.

4. Generally, one to two months' rent must be paid upon the execution of the lease as a deposit. The amount of the lease deposit depends on your lease agreement. Thereafter, rent is generally paid on a monthly basis. Whether this deposit is refundable depends on your agreement with your landlord.

5. Optional Garage rental unit cost, as detailed in the Manual. There may be a deposit required. These amounts do not include any security deposit required.

6. If you decide to operate your Business from leased premises, you may be required to pay deposits for utilities. The amount of these deposits will vary depending on the practices of the utility companies and whether any impact or hook-up fees are required. Whether this deposit is refundable depends on your agreement with your utility company.

7. Prior to Opening. Leasehold improvement costs, as detailed in the Manual, may include floor covering, wall treatment, ceilings, painting, window treatment, carpentry and similar work, depending on the site's condition, location, and size; the demand for the site among prospective lessees; and the site's previous use. The lower figure assumes no remodel is necessary; the higher figure assumes basic remodel of a standard leased office space. The figures do not include a restroom facility within the leased space. The figures do not include labor charges, if any, as the rates will vary by location.

8 Prior to Opening. An architect can provide architectural services relating to the Business building as needed and may provide services for states that have additional health department compliance requirements, if necessary.

9. Prior to Opening. These amounts include possible business licensures and permits required by local, state or federal law, including, but not limited to business license, Certificate of Occupancy, remodeling permit, debris removal permit, signage permit, and plumbing, electrical and/or gas permit.

10. Prior to Opening. These amounts include industry-specific certifications required before opening, and the rules and regulations may vary by state, local and municipal law. You should investigate these requirements.

    We require you to complete background investigations on all managers, technicians and employees upon hire, as detailed in the Manual. This requires annual renewal for managers. These background investigations must be current and kept on file at all times.

    In addition, personnel utilizing company vehicles and/or utilizing their personal transportation to job sites need to possess a valid driver's license; regulations may vary by state, local and municipal law. You should investigate these requirements. All drivers' licenses and insurance must always be up to date when driving your company vehicle(s) and/or on the way to the jobsite.

    Industry-specific certifications may have a one or two-year renewal. You should investigate these requirements.

11. This may include INTRANET, Scheduling Software, website maintenance, up to 5 email addresses, and other services.

12. Prior to Opening. This includes, but is not limited to, a computer desk and chair, a four-drawer locking filing cabinet, a multi-function printer/copier/scanner/fax, peripheral computer equipment, an iPhone, and landline telecommunication equipment. This figure also includes a folding card table with chairs and two reception chairs.

13. Prior to Opening. This includes but is not limited to: a full size washer & dryer (may be stackable), electrostatic disinfecting machine, and two canister vacuums.

14. Prior to Opening. These figures include the following optional large equipment: Commercial Wet/Dry Vacuum; Pressure Washer; Floor Polishing Machine; Professional Carpet Cleaning Machine; Pure Water Cleaning System; and a Tile, Grout and Carpet Cleaning Machine.

15. Prior to Opening. This includes, but is not limited to, uniforms, Microfiber cloths, buckets, cleaning caddies, Maid Green Cleaning Aprons, canister (hard floor) vacuums, carpet vacuums, mops, brooms, dust pans, toilet brushes, spray bottles, air fresheners. A complete list is detailed in the Manual.

16. The higher figure assumes you lease or purchase one new vehicle; the lower figure assumes you have submitted your vehicle(s) for use, and your vehicle(s) has been accepted. Vehicles must meet the specifications as detailed in the operations manual.

Lease/Purchase: the higher figure represents the initial lease and/or purchase amount due

at signing, and/or first two months payments for one (1) vehicle. Costs may vary substantially, especially if you elect to purchase a vehicle rather than lease one. You must purchase or lease a vehicle that meet our specifications as defined in the operations manual.

Your vehicle: the lower figure assumes use of your vehicle. You may submit your vehicle for use in the Business. The qualifications for submission include a maximum age, condition (Kelley Blue Book standards), as well as type of vehicle, which are identified in the operations manual. All submissions must be accepted prior to use.

The vehicle must be able to accommodate the cleaning equipment. Only specified vehicle designs will be approved. The internal layout of your vehicle must also be approved by us and be lettered with signage as we may specify. The personal or purchased vehicle may be up to a maximum of six (6) years old and in very good condition (Kelley Blue Book standards), free of visible rust.

17. Prior to Opening. This includes, but is not limited to, paper products, printing supplies and general office supplies.

18. This is the minimum required amount you must spend on grand opening marketing and advertising for your Business. Your Grand Opening Marketing and Advertising campaign must include a virtual campaign, i.e. paid online ads - pay-per-click campaign.

19. Prior to Opening. These figures include the required vehicle signage for one vehicle that meets our specifications as defined in the Operations Manual, and the interior and exterior signage that you must purchase, as described in the Manual.

20. Prior to Opening. These amounts are based on $500/per person airfare; $300/night hotel double occupancy; meals, transportation, and miscellaneous, for 2 hands-on attendees.

21. You must obtain and maintain certain types and amounts of insurance. (See Item 8) Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, and number of employees, square footage, location, business contents, and other factors bearing on risk exposure. Payments may be made in installments; however, availability of installment plans will vary by company. The estimate includes insurance costs for the first three (3) months.

    Because of the numerous variables that affect the cost of workers' compensation, disability or unemployment insurance, this estimated initial investment table does not reflect the potential cost of this insurance.

22. Commercial Automobile Insurance: Rates will vary by individual. Because of the numerous variables that affect this cost, this is an estimated initial investment.

23. This item estimates your initial startup expenses for three (3) months. These expenses include but are not limited to:
    a) Payroll costs, but not include any draw or salary for you; and
    b) Standard initial operating expenses not listed above; and
    c) Once a job commences, you will need to purchase supplies accordingly; at this time, we cannot estimate those expenditures; and
    d) Jobsite travel expenses/fuel.

These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business.

Your costs depend on how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your services and products; the prevailing wage rate; competition; and the sales level reached during the initial period of operation of your Business.

24. We relied on the experience of our affiliate, Maid Green, Inc.'s operation of a business similar to the Business for approximately eighteen (18) years to compile these estimates. You should review these figures carefully with a business advisor before deciding to acquire the Franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and your collateral, and lending policies of financial institutions from which you request a loan.

YOUR ESTIMATED INITIAL INVESTMENT
CONVERSION UNIT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee [1]	$15,750 - $37,500	Lump Sum	On signing Franchise Agreement	Us
Real Estate [3]	$0	Not Included/Not Applicable	Not Included/Not Applicable	Not Included/Not Applicable
Rent [3]	$1,500 - $4,500 [2]	As Agreed	Monthly	Landlord
Optional: Garage Rental Unit [4]	$0 - $450 [2]	As Agreed	As Agreed with Landlord	Landlord
Leasehold Improvements [5]	$0 - $2,500 (based on review of location)	As Agreed	As Incurred	Outside Suppliers
Optional: Architectural Plans [6]	$0 - $1,500	As Agreed	As Incurred	Architect
Business Licenses and Permits [7]	$55 - $500 (varies by state and municipality)	Lump Sum	As Incurred	Outside governing organization(s)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Industry-Specific Certifications [8]	$100 - $250	Lump Sum	As Incurred	Approved vendor(s).
Membership Costs for Business Associations	$250 - $750	As Agreed	Upon Joining	Chamber of Commerce, BNI. ISSA, ARSI, etc.
Background Investigation of Employees [8]	$25 per person per year	As Agreed	As Incurred	Designated or Approved Suppliers
Computer System	$1,200 - $2,500	As Agreed	As Incurred (prior to opening)	Outside Supplier (See Item 11)
Micro-Site and Initial Setup of Database	$500	As Agreed	As Incurred (prior to opening)	Us and/or Affiliate (See Item 5)
QuickBooks Essentials Online	$180 [2]	As Agreed	As Incurred	Approved Suppliers
Micro-Site: Monthly User Fee; Hosting	$45 [2]	As Agreed	As Incurred	Us/Affiliate
Technology Fee [9]	$500 Annual Fee	As Agreed	Monthly	Us/Affiliate
Payroll Service	$180 - $360 [2]	As Agreed	As Incurred	Outside Suppliers
Internet Antivirus/Security Service; Malware; Virtual Data and File Backup Service	$388 Annual Fee	As Agreed	As Agreed	Outside Supplier
iPhone and Landline Phone Monthly Service	$750 minimum [2]	As Agreed	As Incurred	Approved Suppliers
Office Furniture, Equipment and Fixtures [10]	$0 - $2,500	As Agreed	As Incurred	Outside Suppliers
Large Equipment & Laundry [11]	$0 - $2,150	As Agreed	As Incurred	Designated or Approved Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Optional Large Equipment [12]	$0 - $7,550	As Agreed	As Incurred	Designated or Approved Suppliers
Small Equipment [13]	$775 - $1,150	As Agreed	As Incurred	Outside Suppliers
Company Vehicle Lease/ Purchase [14]	$0 - $4,500	As Agreed	As Incurred (in the case of purchase) Monthly (in the case of lease)	Third Party
Opening Business Supplies [15]	$1,300 - $1,600	As Agreed	As Incurred	Designated or Approved Suppliers, or Us
Grand Re-Opening Marketing and Advertising [16]	$3,000 - $3,600	As Agreed	First Three (3) Months	Advertising Sources
Signage/Vehicle Signage [17]	$750 - $3,000	As Agreed	As Incurred	Us, our Affiliates, and/or Third-Party Vendors
Training Expenses (out-of-pocket costs for two (2) people), includes travel, meals and lodging, etc. [18]	$2,750 - $3,450	As Agreed	As Incurred	Third Party Vendors
Business Insurance [19]	$400 - $600 [2]	As Agreed	As Agreed	Insurance Company(ies)
Commercial Automobile Insurance [20]	$600 - $900 [2]	As Agreed	Generally payable for the full year, in advance	Insurance Company(ies)
Additional Funds – 3 months [21]	$10,950 - $38,000 [2]	As Incurred	As Incurred	Employees, Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT [22]	$42,998 - $122,198			As specified above

All figures are based on the parameters in Explanatory Note 3.

None of the payments shown above are refundable except as agreed with providers and suppliers such as but not limited to real estate/storage rental deposits, utility deposits, insurance deposits, and/or vehicle lease deposits. We do not finance any part of the initial investment. The figures and footnotes listed in this Item 7 are estimates and we cannot guarantee that you will not have additional expenses starting your Maid Green Made Clean Since 2006® Cleaning Services Business. These estimates also do not include any compensation for the Franchise owner or personal living expenses. These numbers are based on average market rates at the time of this Franchise Disclosure Document and may fluctuate based on numerous variables. Actual costs will vary for each Franchise depending on a number of factors. Your costs depend on how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your services and products; the prevailing wage rate; competition; and the sales level reached during the initial period of operation of your Business. You should review these figures carefully with a business advisor before making any decision to purchase a Franchise.

Explanatory Notes

1. We describe the Initial Franchise Fee in Item 5 for (1) one Conversion Franchised Cleaning Services Unit based on QHH within current service area.

   A Qualified Household (QHH) is defined as a combined minimum annual household income of $60,000, regardless of number of inhabitants. Additional QHHs may be acquired for a cost of $0.19 per QHH.

2. Estimated expenses for the first three (3) months.

3. Each Maid Green Made Clean Since 2006® Cleaning Services Conversion Unit occupies approximately 400 to 1,250 square feet of space, with a minimum of 200 square feet of office space and a minimum of 200 square feet of storage space in the same location, which must include an area with a sink, laundry capabilities; space will vary by type and/or territory size. Rent varies by geographic location, size, local rental rates, businesses in the area, site profile, and other factors, and may be considerably higher in large metropolitan areas than in more suburban or small-town areas. MGM Cleaning Services Units can be located in independent office buildings, light industrial parks and other venues in business park areas and in multi-use residential areas. Restrooms may be shared.

   We anticipate that you will rent the Business's unit premises, and the figures in the table include the first three months' rent. Whether this rent is refundable depends on your agreement with your landlord. It is possible, however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Business already is constructed or could be constructed. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. Because of the numerous variables that affect the value of a particular piece of real estate, this estimated initial investment table does not reflect the potential cost of the purchase of real estate.

4. Optional Garage rental unit cost, as detailed in the Manual. There may be a deposit required. These amounts do not include any security deposit required.

5. Prior to Opening. Leasehold improvement costs, as detailed in the Manual, may include floor covering, wall treatment, ceilings, painting, window treatment, carpentry and similar work, depending on the site's condition, location, and size; the demand for the site among prospective

lessees; and the site's previous use. The lower figure assumes no remodel is necessary; the higher figure assumes basic remodel of a standard leased office space. The figures do not include a restroom facility within the leased space. The figures do not include labor charges, if any, as the rates will vary by location.

6. Prior to Opening. An architect can provide architectural services relating to the Business building as needed and may provide services for states that have additional health department compliance requirements, if necessary.

7. Prior to Opening. These amounts include possible business licensures and permits required by local, state or federal law, including, but not limited to business license, Certificate of Occupancy, remodeling permit, debris removal permit, signage permit, and plumbing, electrical and/or gas permit. You may have the necessary business licensures and/or permits required; if so, your costs may be lower.

8. Prior to Opening. These amounts include industry-specific certifications required before opening, and the rules and regulations may vary by state, local and municipal law. You should investigate these requirements.

   We require you to complete background investigations on all managers, technicians and employees upon hire, as detailed in the Manual. This requires annual renewal for managers. These background investigations must be current and kept on file at all times.

   In addition, personnel utilizing company vehicles and/or utilizing their personal transportation to job sites need to possess a valid driver's license; regulations may vary by state, local and municipal law. You should investigate these requirements. All drivers' licenses and insurance must always be up to date when driving your company vehicle(s) and/or on the way to the jobsite.

   Industry-specific certifications may have one or two-year renewal. You should investigate these requirements.

9. This may include INTRANET, Scheduling Software, website maintenance, up to 5 email addresses, and other services.

10. Prior to Opening. This includes, but is not limited to, a computer desk and chair, a four-drawer locking filing cabinet, a multi-function printer/copier/scanner/fax, peripheral computer equipment, an iPhone, and landline telecommunication equipment. This figure also includes a folding card table with chairs and two reception chairs. You may submit current furniture, office equipment, and fixtures, etc. for review; if accepted, your costs may be less.

11. Prior to Opening. Depending on the size/type of the conversion unit, the range and equipment included will vary as described below. You may submit current equipment for review; if accepted, your costs may be less.

TYPE	RANGE	EQUIPMENT INCLUDED
Eco-One Conversion	$0 - $2,000	Full-size washer & dryer
Executive Conversion	$1,250 - $2,150	Full-size washer & dryer, electrostatic disinfecting machine, 2 cannister vacuums

12. Prior to Opening. These figures include the following optional large equipment: Commercial Wet/Dry Vacuum; Pressure Washer; Floor Polishing Machine; Professional Carpet Cleaning Machine; Pure Water Cleaning System; and a Tile, Grout and Carpet Cleaning Machine.

13. Prior to Opening. This includes, but is not limited to, uniforms, Microfiber cloths, buckets, cleaning caddies, Maid Green Cleaning Aprons, carpet vacuums, mops, brooms, dust pans, toilet brushes, spray bottles, air fresheners. A complete list is detailed in the Manual.

14. The higher figure assumes you lease or purchase one (1) new vehicle; the lower figure assumes you have submitted your vehicle(s) for use, and your vehicle(s) has been accepted. Vehicles must meet the specifications as detailed in the operations manual.

    Lease/Purchase: the higher figure represents the initial deposit and/or first three months payments for one (1) vehicle. Costs may vary substantially, especially if you elect to purchase a vehicle rather than lease one. You must purchase or lease vehicles that meet our specifications as defined in the operations manual.

    Your vehicle: the lower figure assumes use of your vehicle. You may submit your vehicle for use in the Business. The qualifications for submission include a maximum age, condition (Kelley Blue Book standards), as well as type of vehicle, which are identified in the operations manual. All submissions must be accepted prior to use.

    The vehicle must be able to accommodate the cleaning equipment. Only specified vehicle designs will be approved. The internal layout of your vehicle must also be approved by us and be lettered with signage as we may specify. The personal or purchased vehicle may be up to a maximum of six (6) years old and in very good condition (Kelley Blue Book standards), free of visible rust.

15. This includes, but is not limited to, paper products, printing supplies and general office supplies.

16. This is the minimum required amount you must spend on grand opening marketing and advertising for your Business. Your Grand Opening Marketing and Advertising campaign must include a virtual campaign, i.e. paid online ads - pay-per-click campaign.

17. Prior to Opening. These figures include the required vehicle signage for one (1) vehicle that meets our specifications as defined in the Operations Manual, and the interior and exterior signage that you must purchase, as described in the Manual.

18. Prior to Opening. These amounts are based on $500/per person airfare; $300/night hotel double occupancy; meals, transportation, and miscellaneous, for 2 hands-on attendees.

19. You must obtain and maintain certain types and amounts of insurance. (See Item 8) Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, and number of employees, square footage, location, business contents, and other factors bearing on risk exposure. Payments may be made in installments; however, availability of installment plans will vary by company. The estimate includes insurance costs for the first three (3) months.

Because of the numerous variables that affect the cost of workers' compensation, disability or unemployment insurance, this estimated initial investment table does not reflect the potential cost of this insurance.

20. Commercial Automobile Insurance: Rates will vary by individual. Because of the numerous variables that affect this cost, this is an estimated initial investment.

21. This item estimates your initial startup expenses for three (3) months. These expenses include but are not limited to:
    a) Payroll costs, but not include any draw or salary for you; and
    b) Standard initial operating expenses not listed above; and
    c) Once a job commences, you will need to purchase supplies accordingly; at this time, we cannot estimate those expenditures; and
    d) Jobsite travel expenses/fuel.

    These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. The range is dependent upon the size of the current service area.

    Your costs depend on how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your services and products; the prevailing wage rate; competition; and the sales level reached during the initial period of operation of your Business.

22. We relied on the experience of our affiliate, Maid Green, Inc.'s operation of a business similar to the Business for approximately sixteen (16) years to compile these estimates. You should review these figures carefully with a business advisor before deciding to acquire the Franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and your collateral, and lending policies of financial institutions from which you request a loan.

Item 8

RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

You must operate the Franchise according to our "**System Standards**." System Standards may regulate, among other things: the types, models, and brands of cleaning equipment, appliances, office furnishings, office equipment, and signs (collectively, "**Operating Assets**"); cleaning products and supplies you must use, and cleaning services you must provide in operating the Franchise; unauthorized and prohibited cleaning products and supplies you must not use, and cleaning services you may not provide; inventory requirements; and designated or approved suppliers of Operating Assets, any proprietary products ("**Trade Secret Products**"), and other items.

Purchase from Designated or Approved Suppliers

We have the absolute right to restrict all of the suppliers with whom you may deal for your MGM Business. We may, in our sole discretion, require that any products, supplies, and cleaning services, and other items used in connection with the operation of your MGM Business be purchased exclusively from us, our affiliate, or other approved or designated supplier(s), or distributor(s).

We restrict your suppliers in order to assure quality, assure a reliable service(s) and product(s) that meet our standards, achieve better terms of purchase and delivery service, control usage of the Marks by third parties, and monitor the processing, delivery service, manufacture (if applicable), and sale of cleaning services.

Suppliers of certain items may be limited to us, our affiliate, or other specified exclusive supplier(s), in which event you must buy such services and items from us, our affiliate or any such other specified approved or designated supplier at the prices exceeding our or their costs we or they decide to charge.

You must buy all Trade Secret Products, which currently consist of proprietary cleansers, window cleaning solutions, multi-purpose cleaning solutions, and air fresheners; and branded multi-surface cleansers and toilet bowl cleaner from us or our affiliate. You must currently buy all of your cleaning products, tools of the trade, paper product, software system, credit card processing service and other business services, as well as certain small and large cleaning equipment, office furnishings and office equipment (see Item 7), and the Computer System (see Item 11), from designated or approved suppliers. We will identify all designated or approved suppliers in the Manual or other written communications. Any purchases from us and our affiliate, whether required or voluntary, will be at prices exceeding our or their costs.

In addition to the above listed services, items and products, as a franchisee you must buy and use the additional patent pending processes and/or items, proprietary processes, formulae, services, products and items that are currently in various stages of production and/or development as they become available, from Us or our affiliates. There are no contractual limitations on the frequency and cost of this obligation.

If we have not instituted any type of restrictive sourcing program (which, as noted above, we already have done for Trade Secret Products, Computer System, and may do so for other items), and if you want to use any item or service that we have not yet evaluated or to buy or lease from a supplier that we have not yet approved or designated, you first must send us sufficient information, specifications, and samples so that we can determine whether the item or service complies with System Standards or the supplier meets approved supplier criteria. The criteria for our approving suppliers are made available to you in our Manual and other written communications. We may charge you or the supplier a reasonable fee for the evaluation (see Item 6) and will decide within a reasonable time (generally no more than 30 days). We periodically will establish procedures for your requests and may limit the number of approved items, services or suppliers, as we think best.

Supplier acceptance will depend on product quality, delivery frequency and reliability, service standards, financial capability, customer relations, concentration of purchases with limited number of suppliers to obtain better prices and service, and/or a supplier's willingness to pay us or our affiliate for the right to do business with our system. Supplier approval might be temporary until we evaluate the supplier in more detail. We may inspect a proposed supplier's facilities during and after the approval process to make sure that the supplier meets our standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve any request for a new supplier, product, or service. We may refuse to accept a product or supplier for any reason whatsoever or for no reason whatsoever, strictly at our discretion.

Purchases in Accordance with our Specifications

In addition, to maintain the quality of the goods and services that MGM businesses provide and the reputation of our System, we may require that certain products, supplies and services used in connection with the operation of the Business must meet our minimum standards and specifications. Such products, supplies, and services may be purchased from any suppliers, so long as they meet our minimum standards and specifications.

We will formulate and modify standards and specifications based on our affiliates' and our franchisees' experience in operating MGM businesses. Our standards and specifications may impose minimum requirements for production, performance, reputation, prices, quality, design, and appearance. Our standards and specifications are made available to you in our Manual and other written communications. We will also notify you of all approved suppliers.

None of our officers has an interest in any supplier, excluding Us and/or our Affiliate.

We and our affiliate have the right to receive payments from suppliers on account of their actual or prospective dealings with you and other franchisees and to use all amounts that we and our affiliate receive without restriction (unless we and our affiliate agree otherwise with the supplier) for any purposes we and our affiliate deem appropriate.

We estimate that the following purchases and leases of products and services will represent the following percentages of your total purchases and leases of products and services to establish and operate the franchised business:

	% of Total to Establish	% of Total to Operate
Collectively, purchases and leases from Us, our Affiliates, or designated or approved suppliers that must meet our specifications.	Approximately 95%	N/A
Collectively, purchases and leases under our specifications used in operating your Facility.	N/A	Approximately 25%

During fiscal year 2023, neither we, nor our affiliate, derived any revenue from offering cleaning services, and/or selling products or supplies to franchisees, nor did we or it receive any rebates from suppliers on account of purchases of required and approved items by franchisees. We and/or our affiliate reserve the right to receive such payments in the future.

There currently are no purchasing or distribution cooperatives; however, you may be required to participate in a local or regional advertising cooperative (see Item 11). We may negotiate purchase agreements with suppliers (including price terms), for the benefit of the System, however, we have not yet done so. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

We may also require you to participate in company-wide promotions as specified in our Manual.

Insurance

You must obtain and maintain, at your own expense, the insurance coverage that we periodically require and satisfy other insurance-related obligations. You currently must carry General Liability Insurance, which can include bodily injury liability (for injuries to other people in connection with your

business), property damage (for damage to the property of others), personal injury liability (for wrongful entry, libel, slander, false arrest), advertising liability (for publishing inaccurate information resulting in slander or libel, violation of privacy, wrongful copying and infringement), legal defense, product liability, products/completed operations, and contracts. Coverage may vary depending on space, size or location of your Business. You should establish requirements with landlord or property owner for the required minimums for your location, any coverage required by law, or by your lease. Premiums depend on the insurance carrier's charges, terms of payment, and your history. All insurance policies must name us and our affiliates as additional insured parties. The chart below cites minimum required coverage. Refer to the Manual for all required, suggested and optional insurance.

Type:	Minimum Coverage Amount	How Rated:
General Liability	$1,000,000	Per Occurrence
	$1,000,000	Damage to Rented Premises per Occurrence
	$2,000,000	In the Aggregate
Care, Custody and Control (Optional)	$ 2,000	Per Occurrence
Employee Practices Liability	$ 10,000	Per Occurrence
Products Comprehensive (Products Completed Operations)	$1,000,000	In the Aggregate
Bonding	$ 30,000	Per Employee
Workers' Compensation, Disability and Unemployment	As required by law	Per Employee
Personal and ADV Injury	$1,000,000	Per Person
Medical/Personal Injury Insurance	$ 10,000	Not less than per Occurrence
Business Interruption Insurance	$ 20,000	Not less than Per Month
Valuable Papers and/or Cyber Liability Insurance (Optional)	$ 100,000	In the Aggregate
Automobile Liability Insurance (If automobile is owned, non-owned, rented, scheduled or hired by the business)	$ 100,000	Per Person
	$ 20,000	Uninsured Motorist Per Accident
	$ 100,000	Per Combined Single Limit CSL (Both Bodily Image and Property Damage)
	$ 10,000	Uninsured Motorist per Person
	$ 100,000	Property Damage
Crime & Employee Dishonesty Insurance	$ 30,000 Minimum	Per Occurrence

Advertising Materials

Before you use any advertising, promotional, and marketing materials that we have not prepared or previously accepted, you must send us samples for review. If you do not receive written rejection within one (1) business day of us receiving a social media platform, i.e. self-serving social media ads and/or posts; three (3) business days of our receipt of time sensitive publications, such as newspaper and press releases, fourteen (14) days of our receipt of monthly publications and coupons, and thirty (30) days of our receipt of exterior signage and banners, they are deemed to be accepted. You may not use any advertising, promotional or marketing materials that we have not accepted or that we have rejected.

Franchised Business Site

The Franchised Business must be located at a site that we accept. We must also accept your lease or sublease for the site, and we have the right to reject a proposed lease or sublease, and/or to require that it include certain provisions (see Sections VIII.E, XII.X and XX.B of the Franchise Agreement), including our right to the occupancy of the Franchised Business premises if your Franchise is terminated or not renewed, or if you lose possession because of your default under the lease, pursuant to a Collateral Assignment of Lease in the form attached hereto as Exhibit I.

ECO-ONE: An Eco-One Cleaning Services Unit may be located in a home or commercial office site, with the provisions stated above.

EXECUTIVE: The Executive Franchised Business must be located in a commercial location and/or office site, with the provisions stated above.

CONVERSION: The Conversion Franchised Business may be located in a home or commercial location and/or office site, with the provisions stated above. The location will vary depending on the type of franchise.

Development of Franchised Business

You must develop the Franchised Business. We will give you mandatory and suggested specifications and layouts for an MGM business, including requirements for dimensions, trade dress, operating assets, and color scheme. These specifications and layouts might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act ("**ADA**") or similar rules governing public accommodations for person with disabilities. If applicable, you must prepare all required remodeling plans and specifications for the location of your Franchised Business, and make sure that they comply with the ADA and similar rules, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. We may review and approve all final specifications and plans before you begin remodeling the Franchised Business and all revised or "as built" specifications and plans during remodeling. Our review is only to ensure your compliance with our design requirements. We may inspect the Franchised Business at any time during its development.

Item 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement 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	Disclosure Document Item
(a)	Site selection and acquisition/lease	VIII.E, XII.X and XX.B	7, 8, 11 and 12
(b)	Pre-opening purchases/leases	VIII.E, XII.A, XII.K, XII.L, and XII.M	6, 7, 8 and 11
(c)	Site development and other pre-opening requirements; corporate name approval	VIII.F, XII.C, XII.F, XV.B.7, XX.B, XX.C and XX.D	7, 8, 11 and 13
(d)	Initial and ongoing training	XII.Z, XX.A, XX.E and XX.G	5, 6, 7 and 11
(e)	Opening	VIII.C	11
(f)	Fees	VIII, IX and X	5, 6 and 7
(g)	Compliance with standards and policies/Manual	XII.A, XII.J, XX.H, XXV.N and XXV.O	8 and 11
(h)	Trademark and proprietary information	XV and XVI	13 and 14
(i)	Restrictions on services/products offered	XII.A, XII.J and XII.K	8, 11, 12 and 16
(j)	Warranty and customer service requirements	XII.A.10, XII.G, XII.H, XII.N and XII.P	None
(k)	Territorial development and sales quotas	None	None
(l)	On-going service/product/supply purchases	XII.K	6, 8, 11 and 16
(m)	Maintenance, appearance and remodeling requirements	XII.E	6, 8, 11 and 17
(n)	Insurance	XIII	6, 7, 8 and 11
(o)	Advertising	IX.B, IX.C, IX.D and IX.E	6, 7, 8 and 11
(p)	Indemnification	XVIII	6
(q)	Owner's participation/ management/staffing	XII.F, XII.G and XII.H	11 and 15
(r)	Records and reports	XIV	6 and 11
(s)	Inspections and audits	XII.V, XIV.B, XIV.F, XIV.G and XX.A.12	6 and 11

Obligation		Section in Franchise Agreement	Disclosure Document Item
(t)	Transfer	XXII	6, 12 and 17
(u)	Renewal	VI.B	6, 12 and 17
(v)	Post-termination obligations	XXIV	17
(w)	Non-competition covenants	XIX.B	15 and 17
(x)	Dispute resolution	XXV.D	17
(y)	Other:		
	Confidential Information	XII.D, XV, XVI and XXIV	Items 11, 14 and 17
	Internet Web Sites and Listings	X.A, X.B, XII.T and XIV.I	Items 11, 13 and 14
	Personal Guaranty	XII.W, XXII.C and Personal Guaranty (Exhibit 1 to the Franchise Agreement)	Items 1 and 15
	Release, Estoppel, Covenant Not to Sue, and Indemnification	VI.B, XVIII AND XXII.A	Items 5 and 17

Item 10

FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.

Item 11

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

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

Before you open your Franchised Business, we will:

1. Accept or reject a location you propose within 15 business days after receiving your description of, and evidence confirming your favorable prospects for obtaining a lease or submitting a site selection form for a home office (Eco-One or Conversion (based on size)) and/or storage, for the proposed site. We will use reasonable efforts to help analyze your market area, to help determine site feasibility and to assist in designating the location, although we will not locate the site, conduct site selection activities for you, or negotiate the purchase or lease of the site for you. Neither we, nor our affiliate own any premises that we would lease to franchisees. The site must meet our criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; size; appearance; and other physical and commercial characteristics. (Franchise Agreement – Section XX.B)

2. Accept or reject your proposed lease:

A. Eco-One: If you choose a commercial site, you must sign a lease for and open an acceptable commercial office site for your Franchised Business Cleaning Services Unit that meets our requirements within 45 days after you have been accepted as a franchisee; and we may terminate the Franchise Agreement if you fail to do so. (Franchise Agreement – Sections VIII.C and VIII.E)

B. Executive: You must sign a lease for and open an acceptable commercial office site for your Franchised Business Cleaning Services Unit that meets our requirements within 45 days after you have been accepted as a franchisee; and we may terminate the Franchise Agreement if you fail to do so. (Franchise Agreement – Sections VIII.C and VIII.E)

C. Conversion: If you choose a commercial site, you must sign a lease within 45 days, or have an existing lease accepted by Us, for an acceptable commercial office site for your Franchised Business Cleaning Services Unit that meets our requirements; and we may terminate the Franchise Agreement if you fail to do so. (Franchise Agreement – Sections VIII.C and VIII.E)

"**Acceptance**" is the process of submitting a signed Franchise Agreement, clearance of the Initial Franchise Fee funds, the satisfactory completion of your application for the purchase of a Franchise, and our acceptance of your application. Upon Franchisee's written request, Franchisor may grant Franchisee one thirty (30) day extension within which to open the Business. Franchisee must submit documentation of the status of the application(s) ten (10) days prior to the date of the thirty (30) day extension request. Upon the grant of such extension(s) by Franchisor, the Opening Date will be commensurately extended.

3. Provide you with mandatory and suggested specifications and layouts for an MGM Cleaning Services Unit, including requirements for dimensions, trade dress, fixtures, cleaning services equipment and appliances, office equipment, signs, furnishings, and color scheme; and requirements for the configuration of your company vehicle. We will not assist you in the conforming of your premises to local ordinances, and/or building codes, obtaining any required permits, or constructing, remodeling or decorating the premises. (Franchise Agreement – Section XX.D)

4. Identify the operating assets, and other products, services, and supplies that you must use to develop and operate the Business, the minimum standards and specifications that you must satisfy, and the designated or approved suppliers from whom you must or may buy or lease these items (which may be limited to or include us, our affiliate, or other specified exclusive sources). We will also assist you in providing or obtaining the necessary cleaning services equipment and appliances, office equipment, signs, fixtures, opening inventory and supplies. As disclosed above, we provide written specifications for these items in the Manual. We will neither deliver nor install these items, unless we agree otherwise. (Franchise Agreement – Sections XII.A, XII.K, XII.L, XII.M, XIV.H, XXIB, XX.H, and XX.I)

5. Provide you with one copy of our manuals (the "**Manual**"), on loan, which may include DVDs, CDs, SD cards, memory sticks, PowerPoint® presentations, flash presentation, video, webinars, computer software, other electronic media, online/virtual means and/or written materials, for the term of the Franchise Agreement, and the current Table of Contents of which is in Exhibit D. As

of the date of this disclosure document, the Operations Manual contains 1,341 pages. (Franchise Agreement – Section XX.H.) The number of pages devoted to each subject is also shown on Exhibit D. The Manual contains mandatory and suggested specifications, standards, operating procedures, and rules ("**System Standards**") that we periodically require. These are the administrative, bookkeeping, accounting, and inventory control procedures you will need. We may modify the Manual periodically to reflect changes in System Standards and these modifications may require you to invest additional capital in the Business or incur higher operating costs. (Franchise Agreement – Sections XII.A, XX.G and XXV.N)

6. We reserve the right to advise you from time to time, concerning suggested retail prices**.** We reserve the right to require minimum pricing on promotions, services and/or products throughout the franchise. (Franchise Agreement – Sections XII.A, XX.I and XXV.N)

7. Advise you with respect to the launch marketing and advertising program. (Franchise Agreement – Section IX.E)

8. Train you (or your managing owner) and one manager-level employee. (Franchise Agreement – Sections XII.Z and XX.A) We will describe this training later in this Item.

9. Provide you with a Start-up Welcoming Packet within 15 days after you complete the initial training program that includes: four (4) polo shirts, ten (10) t-shirts, pens, brochures, and miscellaneous small promotional items. (Franchise Agreement – Section XX.K)

During your operation of the Franchised Business, we will:

1. Advise you regarding the Business's operation based on your reports and our inspections. We also will guide you on standards, specifications, and operating procedures and methods used by an MGM Cleaning Services Unit; purchasing required and authorized operating assets, Trade Secret Products, and other items, and arranging for their distribution to you; advertising and marketing materials and programs; employee training; and administrative, bookkeeping, accounting, and inventory control procedures. We will guide you in our Manual; bulletins and other written materials; by electronic media; by telephone consultation; and/or at our office or the Business. (Franchise Agreement – Sections XII.A and XII.J)

2. Give you, at your request (and our option), additional or special guidance, assistance, and training. (Franchise Agreement – Sections XX.F)

3. Continue to loan you one copy of the Manual, which could include DVDs, CDs, SD cards, memory sticks, PowerPoint® presentations, flash presentation, video, webinars, software, other electronic media, online/virtual means, and/or written materials. (Franchise Agreement – Sections XII.A, XX.G and XXV.N)

4. We reserve the right to advise you from time to time, concerning suggested retail prices**.** We reserve the right to require minimum pricing on promotions, products and /or services throughout the franchise system. (Franchise Agreement – Sections XII and XX.I)

5. Issue and modify System Standards, services and products for MGM Cleaning Services Units. We periodically may modify System Standards, which may accommodate regional or local variations, and these modifications may require you to invest additional capital in the Business or incur higher operating costs. (Franchise Agreement – Sections XII.A, XII.J and XII.P)

6. Inspect the Business from time to time and observe its operation to help you comply with the Franchise Agreement and all System Standards. We will also be available by phone to help resolve operating problems you may encounter. (Franchise Agreement – Sections XII.V and XIV.B) The industry software system and support vendor, along with the accounting and bookkeeping vendor, the payroll service vendor, and the payments system vendor are available by phone to help resolve operating problems you may encounter. This service is part of your monthly fee.

7. Let you use our confidential information. (Franchise Agreement – Section XVI)

8. Let you use our Marks. (Franchise Agreement – Section XV)

9. Offer refresher management training courses from time to time. At our discretion, you and your employees must attend these courses, in person or by virtual training sessions, as we may specify. We do not assist you in hiring your employees. (Franchise Agreement – Sections XII, XX.A and XX.F) (See Item 6.)

Training

If this is your first Maid Green Made Clean Since 2006® Business, then before the Business opens, we will train you (or your managing owner) and one of your manager-level employees on operating an MGM Business. We will provide approximately thirty hours of Administrative training, some of which may be virtual, in-person, and/or a combination; and approximately 50 hours of Hands-On training (the specific number of days depends on our opinion of your experience and needs) at our training facility in Michigan or another location we designate and/or at an operating MGM Cleaning Services Unit location. You (or your managing owner) and one of your manager-level employees must complete Maid Green Cleaning Certification (MCC) within the first six (6) months after signing the Franchise Agreement.

We will also provide approximately sixteen hours of Hands-On training (the specific number of days depends on our opinion of your experience and needs) at your location. If you (or your managing owner) and one of your manager-level employees cannot complete initial training to our satisfaction, we may terminate the Franchise Agreement. (Franchise Agreement – Sections XII.Z and XX)

We will include the first two (2) manager-level Maid Green Cleaning Certifications (MCC) within the Initial Training at no charge.

We provide initial management training for you (or your managing owner) and one of your manager-level employees at no additional charge per franchise purchased. If you wish to have additional persons (beyond the first two (2) attending training), up to a maximum of six (6) persons, attending training concurrently, you must pay our then-current training charge for each additional person. (See Item 6) You also must pay for all travel and living expenses that you and your employees incur and for your employees' hourly wages and/or salaries (if applicable), and workers' compensation insurance during training.

Training will occur after you have been accepted as a Franchisee and while you are developing the Business location. All required attendee(s) must complete training to our satisfaction before you may open your Business. We plan to be flexible in scheduling training to accommodate our personnel, you, and your personnel and, in all events, we will schedule the training in sufficient time in order to enable you to open your Business within 75 days from the date that you are accepted as a Franchisee.

As of the date of this Disclosure Document, we provide the following initial management training program:

INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
MODULE 1 Administrative			
Introduction/History/Philosophy of Franchise/Industry Overview	1.0		Virtual and/or Affiliate Location MI
Use of the Manuals	1.0		Virtual and/or Affiliate Location MI
Operations/General Overview	3.0		Affiliate Location MI
Computer System and Software	2.0		Affiliate Location MI
Customer Service	1.5		Virtual and/or Affiliate Location MI
Personnel/HR	1.5		Virtual and/or Affiliate Location MI
Industry Specific Rules/Regulations and Compliance Standards	1.5		Virtual and/or Affiliate Location MI
State/Federal Guidelines	1.0		Virtual and/or Affiliate Location MI
Proposals/Contracts	1.0		Affiliate Location MI
Accounting/Bookkeeping Transactions	3.0		Virtual and/or Affiliate Location MI
Advertising/Marketing/Customer Retention	2.0		Virtual and/or Affiliate Location MI
Video plus Exam	3.0		Virtual and/or Affiliate Location MI
MODULE 1 TOTAL	21.5		
MODULE 2 Administrative Hands-On			
Administrative Hands-On		8.5	
MODULE 2 TOTAL		8.5	Affiliate and/or Other Designated Location
MODULE 3 On-The Job			
On-The-Job Training		50	Affiliate and/or Other Designated Location
MODULE 3 TOTAL		50	
MODULE 4			
On-The-Job Training		16	Franchisee's Location

MODULE 4 TOTAL		16	
TRAINING TOTALS Modules 1, 2, 3 and 4	21.5	74.5	96.0 Hours

Petter K. Nahed and Teresa Nahed, our Directors of Training, conduct or personally oversee all training. They have operated multiple MGM Cleaning Units since 2006: they had an Executive unit with 5 territories in Miami from 2006 to 2018, and currently operate an Eco-One unit. Petter personally has over 18 years of experience in the cleaning industry, as well as many years in a variety of positions in the hospitality industry; Teresa focuses on the administrative side of the business, with over fourteen years of office management experience. The Operations Manual will be used as the principal instruction material.

Petter K. Nahed – President and Corporate Trainer

In addition to general training topics, Petter is in charge of training in the following topics: Customer service, back of the house including rules and regulations, systems management, sales, manual usage, in-the-field training, product usage & supplies, staff management, vehicle maintenance, implementation of cleaning procedures.

Teresa Nahed - Office Manager and Corporate Trainer

In addition to general training topics, Teresa is in charge of training in the following topics: Appointment scheduling, route scheduling, billing & collections, customer communication, customer service, interviewing of potential employees, quality control, sales.

Assistant trainers, as identified in the operations manual, may be present during training. Training classes are held on an as-needed basis, either at one of our affiliate's locations, or at our offices in Michigan, and training will be scheduled in order to enable you to open the Business within 75 days from the date that you are accepted as a Franchisee. The only expenses you will incur for training of up to two (2) persons are travel and living expenses, and wages (if applicable) while the training program occurs. All required attendees must successfully complete the initial management training. Additional training, which may be virtual or in-person, may be held prior to your opening or after you have opened the Business. Such training may be mandatory at our discretion.

When the Business is ready to open, we will, at our cost, send one of our representatives to your location for two (2) days to assist with the opening day and provide additional training.

You (or your managing owner), all supervisors and/or other previously trained and experienced employees must also attend and satisfactorily complete various training courses that we periodically provide at the times and locations we designate or by DVDs, CDs, SD cards, memory sticks, PowerPoint® presentations, flash presentations, video, webinars, computer software, other electronic media, online/virtual means, or written materials. We will not require attendance for more than a total of forty (40) hours during a calendar year. Besides attending these courses, you must attend an annual meeting, which may be virtual or in-person, of all franchisees at a location we designate, or by online/virtual methods. We will not require attendance at the annual meeting for more than three (3) days during any calendar year (See Item 6). You are responsible for all related travel and living expenses and hourly wages and/or salaries (if applicable) for all attendees.

We require you and/or your manager(s) to complete Maid Green Cleaning Certification (MCC) and comply with its related rules and regulations as detailed in the Manual. This must be completed

within the first six (6) months after signing the Franchise Agreement, and/or within sixty (60) days of a new hire and/or internal promotion. All managers, supervisors & trainers must complete Maid Green Cleaning Certification (MCC). This certification is designed for personnel who are responsible for training Cleaning Technicians (CT), and must be obtained from Maid Green U. This certification requires annual renewal; this renewal may be accomplished at the annual meeting. You must have current certifications and/or training completion dates on file at all times for everyone actively employed. (Franchise Agreement – Section XII.CC)

Newly hired Cleaning Technicians (CT) must complete the appropriate training within two (2) weeks of hire. Cleaning Technicians will be trained by a Franchisee's certified trainer. A Cleaning Technician (CT) certification is available, however, it is optional for cleaning technicians at this time.

We reserve the right to modify the certification requirements at any time with sixty (60) days' notice.

You are responsible for all related travel and living expenses, and hourly wages and/or salaries (if applicable) for all Maid Green U attendees.

Opening

ECO-ONE: We estimate that it will be 75 to 105 days after you sign the Franchise Agreement, and are accepted as a Franchisee, including extension, before you open the Business. The specific timetable for opening depends on the condition of the office; the extent to which you must upgrade or remodel the office location; the delivery schedule for equipment and supplies; completing training; and complying with local laws and regulations. If you choose a commercial office, you must sign a lease for and open an acceptable commercial office site for your Franchised Business Cleaning Services Unit that meets our requirements within 45 days after you have been accepted as a franchisee; and we may terminate the Franchise Agreement if you fail to do so. You may not open the Business until: (1) we notify you in writing that the Business premises meets our standards and specifications; (2) you complete the initial training program to our satisfaction; (3) you pay the Initial Franchise Fee and other amounts then due us; and (4) you supply us with copies of all certificates for all required insurance policies, copies of all required industry-specific certifications and/or licenses, and copies of appropriate government approvals, permits, and licenses. Subject to these conditions, you must open the Business within 75 days from the Acceptance of your franchise. Upon Franchisee's written request, Franchisor may grant Franchisee one thirty (30) day extension within which to open the Business. Franchisee must submit documentation of the status of the application(s) ten (10) days prior to the date of the thirty (30) day extension request. Upon the grant of such extension(s) by Franchisor, the Opening Date will be commensurately extended. (Franchise Agreement – Section XII.I)

EXECUTIVE: We estimate that it will be 75 to 105 days after you sign the Franchise Agreement, and are accepted as a Franchisee, before you open the Business. The specific timetable for opening depends on the condition of the office; the extent to which you must upgrade or remodel the office location; the delivery schedule for equipment and supplies; completing training; and complying with local laws and regulations. You must sign a lease for and open an acceptable commercial office site for your Franchised Business Cleaning Services Unit that meets our requirements within 45 days after you have been accepted as a franchisee; and we may terminate the Franchise Agreement if you fail to do so. You may not open the Business until: (1) we notify you in writing that the Business premises meets our standards and specifications; and (2) you supply us with copies of all certificates for all required insurance policies, copies of all required industry-specific certifications and/or licenses, and copies of appropriate government approvals, permits, and licenses. Subject to these conditions, you must open a commercial office for the operation of the business within 75 days after you are accepted as a Franchisee.

Upon Franchisee's written request, Franchisor may grant Franchisee one thirty (30) day extension within which to open the Business. Franchisee must submit documentation of the status of the application(s) ten (10) days prior to the date of the thirty (30) day extension request. Upon the grant of such extension(s) by Franchisor, the Opening Date will be commensurately extended. (Franchise Agreement – Section XII.I)

CONVERSION: We estimate that it will be 75 to 105 days after you sign the Franchise Agreement, and are accepted as a Franchisee, before you open the Business. The specific timetable for opening depends on the condition of the office; the extent to which you must upgrade or remodel the office location; the delivery schedule for equipment and supplies; completing training; and complying with local laws and regulations. You must sign a lease for, or have an existing lease accepted by Us, and open an acceptable commercial office site for your Franchised Business Cleaning Services Unit that meets our requirements within 45 days after you have been accepted as a franchisee; and we may terminate the Franchise Agreement if you fail to do so. You may not open the Business until: (1) we notify you in writing that the Business premises meets our standards and specifications; and (2) you supply us with copies of all certificates for all required insurance policies, copies of all required industry-specific certifications and/or licenses, and copies of appropriate government approvals, permits, and licenses. Subject to these conditions, you must open a commercial office for the operation of the business within 75 days after you are accepted as a Franchisee. Upon Franchisee's written request, Franchisor may grant Franchisee one thirty (30) day extension within which to open the Business. Franchisee must submit documentation of the status of the application(s) ten (10) days prior to the date of the thirty (30) day extension request. Upon the grant of such extension(s) by Franchisor, the Opening Date will be commensurately extended. (Franchise Agreement – Section XII.I)

National Advertising and Brand Development Fund

We may establish in the future a National Advertising and Brand Development Fund (the "**Fund**") for advertising, marketing, and public relations programs and materials we deem appropriate. As of the date of this Disclosure Document, we have not established a Fund. However, if and when we do, you must contribute to the Fund, on a monthly basis, up to one percent (1%) of your Gross Income, as we require (See Item 6). Media coverage may be local, regional or national. We have the authority to determine the composition of all geographic territories and market areas for the advertising and promotion programs. All formulation, development and production costs of advertising and promotion (including the proportionate compensation of our employees for advertising functions) will be paid from a separate fund administered by Franchisor and/or Affiliate. All MGM businesses that we or our affiliate own will contribute to the Fund on the same basis as franchisees. We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with MGM businesses and with whom we have agreed that we will so deposit these allowances.

We will direct all programs financed by the Fund, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. We reserve the option of using an in-house advertising department or a national or regional advertising agency. The Fund may pay for preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining an electronic commerce Website and/or related strategies; administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising; using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund may advertise locally, regionally, and/or nationally in printed materials, on radio or television, and/or on the Internet, whatever we think best. The Fund periodically will give you samples of advertising, marketing, and promotional

formats and materials at no cost. We will sell you multiple copies of these materials at our cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Fund separately from our other funds and not use the Fund for our general operating expenses. However, we may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, the Fund's other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs, including conducting market research; public relations; preparing advertising, promotion, and marketing materials; and collecting and accounting for Fund contributions. We may also use the Fund to pay for the creative and production costs for such items as billboard and/or signage design, radio, television and electronic media production, public relations campaigns, copy for newspaper, magazine advertisements, flyers, brochures, virtual advertisements, and other promotional material.

The Fund is not our asset. The Fund also is not a trust. We have a contractual obligation to hold all Fund contributions for the benefit of the contributors and to use contributions only for their permitted purposes (described above). We have no fiduciary obligation to you for administering the Fund. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. If not all of the advertising funds are spent in the year they accrue, we will carry the balance over into the next year. We will use interest earned on Fund contributions to pay costs before spending the Fund's other assets. We will not use Fund contributions for advertising that principally is a solicitation for the sale of franchises. We will prepare an annual, unaudited statement of Fund collections and expenses, and provide you with a copy upon your written request. We may also have the Fund audited annually, at the Fund's expense, by an independent certified public accountant, but we are not required to do so. We may incorporate the Fund or operate it through a separate entity as we think best. The successor entity will have all of the rights and duties described herein.

The purpose of the Fund is to maximize recognition of the Marks and patronage of Maid Green Made Clean Since 2006® businesses. Although we will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all MGM businesses, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by MGM businesses operating in that geographic area or that any MGM business benefits directly or in proportion to its Fund contributions from the development of advertising and marketing materials or the placement of advertising, or that any advertising is placed in your Territory. We may use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund.

We may at any time defer or reduce your Fund contributions and, upon thirty (30) days prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will distribute all unspent monies to franchisees, and to us and our affiliate(s), in proportion to their, and our, respective Fund contributions during the preceding 12-month period. (Franchise Agreement – Section IX.B)

During fiscal year 2023, there were no contributions to the Fund.

Regional Advertising Programs

We may designate an Advertising Coverage Area ("**ACA**") – local or regional – in a Designated Market Area (DMA) in which two (2) or more MGM businesses are located in order to seek to establish a regional advertising program ("**Regional Program**"). An ACA is the area covered by the particular advertising medium recognized in the industry. DMA is a recognized marketing medium by Nielsen. If your Business is located in an ACA you must participate. Each MGM business operating in the ACA will have one (1) vote, including each Business we or our affiliate operate.

If a Regional Program is established for your ACA, your Business and each other Business in the ACA (whether franchised or owned by us or an affiliate) must contribute up to one and one-half percent (1½%) of Gross Income to the Regional Program weekly, monthly, or as otherwise specified by 50% or more of the MGM businesses operating in the ACA. Any amounts you contribute to a Regional Program will count toward:

- the $300 weekly minimum for an Eco-One Unit; or
- the $500 weekly minimum for an Executive Unit, or
- the weekly minimum ($300 - $500) amount for a Conversion Unit

you are required to spend on local advertising.

We have the power to form, change, dissolve, or merge any Regional Program. Regional Programs will not operate from any written governing documents. We will make available for your review any records showing payments to and expenses of any Regional Program in which you participate. (Franchise Agreement – Section IX.C)

Your Local Advertising

In addition to your Fund contributions, if any, and your grand opening marketing and advertising obligations, beginning in Month Four (4), you must spend at least $300 per week for an Eco-One Unit, or at least $500 per week for an Executive Unit, to advertise and promote your Business (including the costs of virtual business advertising). The weekly minimum ($300 - $500) amount for a Conversion Unit, beginning in month four (4), to advertise and promote your Business (including the costs of virtual business advertising) will vary based on the size of the Unit.

By the 10th day of each month you must send us, in the manner we prescribe, an accounting of your expenditures for local advertising and promotion during the preceding month. Your local advertising and promotion must follow our guidelines. All advertising and promotional materials developed for your Business must contain notices of our Website's domain name in the manner we designate. You may not develop, maintain, or authorize any Website that mentions or describes you or the Business or displays any of the Marks.

All advertising, promotion, and marketing must be completely clear, factual, and not misleading, and must conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we periodically require. Before you use any advertising, promotional and marketing materials that we have not prepared or previously accepted, you must send us or our designated agency samples for review. If you do not receive written rejection within one (1) business day of us receiving a social media platform, i.e. self-serving social media ads and/or posts; three (3) business days

of our receipt of time sensitive publications, such as newspaper and press releases, fourteen (14) days of our receipt of monthly publications and coupons, and thirty (30) days of our receipt of exterior signage and banners, they are deemed to be accepted. You may not use any advertising, promotional, or marketing materials that we have not accepted or have rejected.

You must list and advertise the Business in at least one recommended virtual directory broadcast in designated business classifications (virtual Business Profiles as identified in the Manual) and use an approved form of virtual posting and/or advertisement. If other MGM Businesses are located within the directory's broadcast area, you must participate in a collective virtual directory advertisement with those Businesses and pay your share. (Franchise Agreement – Section IX.D)

Franchise Advisory Council

We do not currently have a franchisee advisory council that advises us on advertising policies.

The Operations Manual

The Table of Contents for the Operations Manual is shown in Exhibit D. As of the date of this Disclosure Document, the Operations Manual contains a total of 1,341 pages. The number of pages devoted to each subject is also shown in Exhibit D. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules ("**System Standards**").

Computer System

You must obtain and use a computer system in connection with the operations of the Cleaning Services Business (the "**Computer System**"). The principal components of the current Computer System are as follows:

Required Computer Hardware:

- One desktop or laptop − Mac preferred
- iPad

Supporting Office System Equipment Requirements:

- Surge protector(s)/battery backup (as needed)
- Monitor (if applicable and optional)
- Multi-port wireless router
- Mouse (if applicable and optional)
- Keyboard (if applicable and optional)
- 4-in-1 inkjet printer/copier/scanner/fax
- Cables, wires & adapters – as required for system
- Speakers (if applicable)

Required Software Office Software System Requirements:

- The Customer Factor
- QuickBooks Simple Start Online (latest version)
- Microsoft Office® Professional (latest version)

Paid Security and Backup Software

Minimum System Requirements for Business PC:

Operating System	Windows (current U.S. version in English)
Processor	Intel Core i7 or similar
Processor Speed	Minimum 3.40 GHz
Standard Memory	16 GB
Drive Capacity	1 TB
Solid State Drive	32 GB
Video Memory	Up to 2 GB
Cache Memory	8 MB
Recordable DVD Drive Speeds	Maximum write (DVD±R), rewrite (DVD±RW) and read (DVD-ROM) speeds of the DVD±RW drive.
Additionally:	Natively installed
Operating System Bit Version	Recommend 64-bit Processing

Minimum system requirements for Business MAC:

Operating System	Current Mac OS ver. 10.14 Mojave
Processor	Intel® 4th Generation
Processor Speed	2.7 GHz
Standard Memory	8 GB
Drive Capacity	1 TB
Solid State Drive	32 GB
Video Memory	Up to 2 GB
Cache Memory	8 MB
Recordable DVD Drive Speeds	Optional
Additionally:	Natively installed
Operating System Bit Version	Recommend 64-bit Processing

Minimum System Requirements for the Business iPad:

Operating System	Apple iOS
Drive Capacity	16 GB
Display	7.9" LED-backlist display
Camera	5.0MP iSight camera with 1080p HD video recording
Camera	FaceTime HD camera
Wireless Capability	Wi-Fi with service contract with a carrier

You will need at least one desktop or laptop, one iPad, an iPhone with email capabilities, and a hard (land) line with a designated business phone number as assigned by Franchisor with voicemail messaging. You must have high-speed Internet/Email with password protected Wi-Fi.

The Computer System will manage client data, and generate income and expense reports of the Business, and costs from $1,200 to $2,500, inclusive of all required hardware and software. You may obtain the Computer System from an approved and/or designated vendor so long as the Computer System meets our requirements as set forth above. You will be solely responsible for the acquisition, operation, maintenance, and upgrading of the Computer System. Neither we, nor any affiliate or third party, is obligated to provide ongoing maintenance, repairs, upgrades or updates for the Computer System. We

currently do not require that you purchase a maintenance, repair, upgrade, or update service contract for the Computer System, but we reserve the right to do so in the future. All technology specifications and costs are subject to change based on technology changes and/or system changes.

You will not be required to retain a computer expert to set up or operate your Computer System except in the event of any system malfunction. We reserve the right to change the Computer System requirements at any time. There are no contractual limitations on the frequency and cost of this obligation, and we will not reimburse you for any of these costs.

We have the right to independent, unlimited access to the computer data and equipment containing the information, records and reports required by the Franchise Agreement. (Franchise Agreement – Article XIV)

You must also have a functioning email address so that we can send you notice and otherwise communicate with you by Internet. Franchisee's personal information is not to be stored on any business-dedicated electronic device.

Our affiliates have been using the current System(s) since June 2013.

If we or an affiliate should develop any proprietary software or technology for use by the System, we may condition your use of such software or technology on your signing the Software License Agreement or similar document that we or our affiliate prescribes to regulate your use of, and our and your respective rights and responsibilities concerning the software or technology. We or our affiliate may charge you a monthly or other fee for any proprietary software or technology that we or our affiliate license to you and for any maintenance and support services that we or our affiliate provide during the franchise term.

We require you to complete background investigations on all managers and employees. This will require annual renewal for managers. These background investigations must be current and kept on file at all times.

Item 12

TERRITORY

You will receive not receive an exclusive territory. You will receive a defined territory (the "**Territory**"). Although you will receive a defined territory, you may face competition from other Maid Green Made Clean Since 2006® Cleaning Services Units that we or our affiliate franchise or own, and that operate from sites outside your Territory. You may also face competition from other outlets that we franchise or own, or from other channels of distribution or competitive brands that we or our affiliate control. We will describe the Territory in your Franchise Agreement (Exhibit 2 to the Franchise Agreement) before you sign it and, except as disclosed herein, we do not have the right to alter the Territory.

You will locate and operate the Franchise business at a specific location within the Territory that we first must approve. You may operate the Franchise business only from the approved location and may not relocate it without our approval. We will allow a relocation of your Business to another location

within the Territory, provided that it does not encroach upon the territorial rights of either another franchisee or an affiliate.

We will determine the size and boundaries of the Territory in our discretion, based on factors such as population density, character of neighborhood, location and number of competing businesses and other factors. Your Territory may be defined by 1 or more 5-digit ZIP Codes, county or city boundaries, or fixed geographical boundaries such as rivers, streets or highways, or may be identified by a map (Exhibit MAP to the Franchise Agreement). When determining the Territory, we generally use demographic statistics provided by the U.S. Census Bureau.

DEFINITION: A Qualified Household (**QHH**) is defined as a household that shows a combined minimum annual household income of $60,000.

ECO-ONE: You will receive a defined territory ("**Territory**") consisting of 37,000 QHHs.

EXECUTIVE: You will receive a defined territory ("**Territory**") consisting of 125,000 QHHs.

CONVERSION: You will receive a defined territory ("**Territory**") based on the number of QHHs within your current service area.

We will not, so long as the Franchise Agreement is in force and effect, and you remain in full compliance with all of the terms of the Franchise Agreement, license or establish another Maid Green Made Clean Since 2006® Cleaning Services Unit to conduct business at a location within the Territory.

You must operate the Business from a single base location, with Unit Designation(s) as identified in Exhibit 3 to the Franchise Agreement, and conducting business outside of the Territory will be considered a material default under the Franchise Agreement; however, you have the right to use any channels of distribution (other than the Internet) to make sales.

You do not receive the right to obtain additional franchisees in the Territory.

You may not engage in any cleaning services or janitorial businesses other than the Maid Green Made Clean Since 2006® cleaning services business without our written prior consent, and you may not be engaged in any other business whatsoever within your Territory.

Except as expressly disclosed above, and provided that you are in full compliance with the Franchise Agreement, we and our affiliate will not operate or grant a franchise for the operation of another Maid Green Made Clean Since 2006® business at a location within your territory during the term of the Franchise Agreement. Except as expressly limited by the previous sentence, we and our affiliate retain all rights with respect to the Maid Green Made Clean Since 2006® business, the Marks, the sale of similar or dissimilar services, including proprietary services, and any other activities we deem appropriate whenever and wherever we desire, including but not limited to:

(1) **the right to** provide, offer and sell, and to grant others the right to provide, offer and sell services and products that are identical or similar to and/or competitive with those provided at Maid Green Made Clean Since 2006® Cleaning Services Units, whether identified by the Marks or other trademarks or service marks, through dissimilar channels of distribution (including the Internet, or similar electronic media) both inside and outside your territory and on any terms and conditions we deem appropriate;

(2) **the right to** establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar services and products, both inside and outside your territory under the Marks, and on any terms and conditions we deem appropriate;

(3) **the right to** operate, and to grant others the right to operate Maid Green Made Clean Since 2006® Cleaning Services Units located anywhere outside your territory, under any terms and conditions we deem appropriate and regardless of proximity to the Business;

(4) **the right to** acquire the assets or ownership interests of one or more businesses providing services and products similar to those provided at Maid Green Made Clean Since 2006® Cleaning Services Units, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the Franchisees or licensees of these businesses) are located or operating (including in your territory);

(5) **the right to** be acquired (whether through acquisition of assets, ownership interests or otherwise regardless of the form of transaction), by a business providing services and products similar to those provided at Maid Green Made Clean Since 2006® Cleaning Services Units, or by another business, even if such business operates, franchises and/or licenses competitive businesses in your territory; and

(6) **the right to** use the licensed Marks and System, and to license others to use the licensed Marks & System, to engage in all other activities not expressly prohibited by the Franchise Agreement.

We are not obligated to pay you if we exercise any of the rights specified above.

You have no options, rights of first refusal, or similar rights to acquire additional franchises.

Although we and our affiliate have the right to do so (as described above), we and our affiliate have not operated or franchised, and presently have no plans to operate or franchise, other businesses selling or leasing similar products or services under different names than Maid Green Made Clean Since 2006®.

Renewal or Transfer

On renewal or transfer of a franchise, the Territory may be modified. Depending on the then-current demographics of the Territory, and on our then-current Franchise Agreement, specifically relating to the standards for territories, if your defined Territory is larger than our then-current standards for territories, we may require you or the transferee to accept a franchise agreement with a reduced-sized territory then you had been previously awarded.

Continuation of your franchise or territorial rights does not depend on your achieving a certain sales volume, market penetration, or other contingency. However, if you want to renew your franchise at the end of the initial term, you must attain, during the last twelve (12) months of the term, Gross Income not less than 75% of the chain median (including both company or affiliate owned and franchised outlets)

over the same period; and receive an average score of at least 85% on audits and mystery clients over the last three (3) years of the term, as permitted by state and or local laws and regulations.

Item 13

TRADEMARKS

Under the Franchise Agreement, we grant you the non-exclusive right to use the Marks in operating the Business. The principal Marks are:

MARK	FEDERAL REGISTRATION NUMBER	FEDERAL REGISTRATION DATE	FEDERAL INTERNATIONAL CLASS OF GOODS
	4652329	December 9, 2014	IC 037. US 100 103 106 G&S

MARK	STATE OF FLORIDA REGISTRATION NUMBER	STATE OF FLORIDA REGISTRATION DATE	STATE OF FLORIDA CLASS OF GOODS
	T24000000709	June 24, 2024	SM-00370000

Petter K. Nahed d/b/a Maid Green Made Clean Since 2006® owns the Federal Mark. Petter K. Nahed d/b/a Maid Green Made Clean Since 2006® has registered the Mark listed above on the Principal Register of the United States Patent and Trademark Office (USPTO), with the Registration Number shown above. All necessary affidavits or renewal filings due in connection with the registration have been filed.

Under a license agreement ("**License Agreement A**"), dated December 12, 2014, Petter K. Nahed d/b/a Maid Green Made Clean Since 2006® has licensed us the right to use the Federal Marks and to sublicense it to our franchisees for use in connection with the operation of Maid Green Made Clean Since 2006® Cleaning Services Unit. The License Agreement is perpetual, but either we or Petter K. Nahed d/b/a Maid Green Made Clean Since 2006® may terminate it with 30 days' notice to the other. However, termination of the License Agreement will not affect existing franchise agreements. No other agreement limits our right to use or license the Mark.

Petter K. Nahed d/b/a Maid Green Made Clean Since 2006® has registered and owns the Florida Mark listed above on the Register of the State of Florida office with the number T24000000709 shown above. No affidavits or renewal filings are yet due in connection with the registration.

Under a license agreement ("**License Agreement B**"), dated June 26, 2024, Petter K. Nahed d/b/a Maid Green Made Clean Since 2006® has licensed us the right to use the Florida Mark and to sublicense it to our franchisees for use in connection with the operation of Maid Green Made Clean Since 2006® Cleaning Services Unit. The License Agreement is perpetual, but either we or Petter K. Nahed d/b/a Maid Green Made Clean Since 2006® may terminate it with 30 days' notice to the other. However, termination of the License Agreement will not affect existing franchise agreements. No other agreement limits our right to use or license the Mark.

Your usage of the Marks and any goodwill you establish is to our and our affiliates' exclusive benefit and you retain no right in the Marks when the Franchise Agreement terminates or expires. You must follow our rules when you use the Marks, including giving proper notices of trademarks and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use the Marks in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, or otherwise in connection with a Website.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Mark and there are no agreements that may limit your use of the Marks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Mark in any state.

We are the lawful and exclusive owner of the domain names including, but not limited to: www.maidgreen.com, www.sustainclean.net, www.cleaningtechnician.com, www.maidgreen.co, www.maidgreen.tv, and www.maidgreen.us. You cannot register any of the Marks now or henceforth owned by us, or any abbreviation, acronym or variation of the Marks, or any other name that could be regarded as confusingly similar, as Internet domain names. We preserve the exclusive right to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue using a website using the Marks. You may access our website through your assigned Cleaning Services Unit webpage. You cannot set up your own independent Facebook or other social media page; you will have a "child" site linked to our "parent" site. Except as we may authorize in writing in advance, you cannot: (a) link or frame our website; (b) conduct any business or offer to sell or advertise any services or products on the worldwide web; or (c) create or register any Internet domain name in connection with your franchise.

We or our affiliate will protect your right to use the Marks and will indemnify and hold your harmless against claims of infringement or unfair competition resulting from your use of the Marks, provided that you are in full compliance with the Franchise Agreement.

You must notify us immediately of any apparent infringement or challenge to your use of the Marks, or of any trademark claim of any rights in the Marks, and you may not communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. You must assist us in protecting and maintaining our interests in any litigation or PTO or other proceeding. We will reimburse you for your costs of taking any action that we asked you to take.

If it becomes advisable at any time for us and/or you to modify or discontinue using the Marks and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct

expenses of changing the Business's signs, for any loss of revenue due to modification or discontinuance of the Marks, or for your expenses of promoting a modified or substitute trademark(s) or service mark(s).

We will reimburse you for all damages and expenses that you incur in any trademark infringement or unfair competition proceeding disputing your authorized use of the Marks, Maid Green Made Clean Since 2006® Registration Number 4652329 and Florida Registration Number T24000000709 under the Franchise Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding, and if you are in compliance with the Franchise Agreement. At our option, we may defend and/or control the defense of any proceeding arising from your use of the Marks.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the Franchise at this time.

We claim copyrights in the Manual (which contains our trade secrets), intranet, advertising and marketing materials, cleaning services, and similar items used in operating Maid Green Made Clean Since 2006® businesses, including proprietary items. We have not registered these copyrights with the United States Registrar of Copyrights but need not do so at this time to protect them. You may use these items only as we specify while operating your Business (and must stop using them if we so direct you).

There currently are no effective adverse determinations of the U. S. Copyright Office (Library of Congress), or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the system's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

Our Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes site selection criteria; cleaning services; training and operations materials; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Maid Green Made Clean Since 2006® Cleaning Services Units; marketing and advertising programs for Maid Green Made Clean Since 2006® Cleaning Services Units; any computer software or similar technology that is proprietary to us or the system; knowledge of specifications for and suppliers of Operating Assets, Trade Secret Products, and other products and supplies; knowledge of the operating results and financial performance of Maid Green Made Clean Since 2006® Cleaning Services Units other than your Cleaning Services Unit; and graphic designs and related intellectual property.

All ideas, concepts, techniques or materials concerning a Maid Green Made Clean Since 2006® Cleaning Services Unit, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the system, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you assign ownership of that item, and all related rights to that

item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent improper disclosure to others and use non-disclosure and non-competition agreements with those having access. We may regulate the form of agreement that you use, and we must be a third-party beneficiary of that agreement with independent enforcement rights.

We will disclose to you all parts of the confidential information as are required for the operation of the Cleaning Services Unit during Initial Training, in the Manuals, and in guidance and assistance furnished to you during your operation of the Franchised Business, and you may learn additional confidential information during your operation of the Franchise. You must disclose the confidential information to your employees only to the extent reasonably necessary. During and after the term of your Franchise Agreement, you, (or your managing owner), and staff must: (a) not use the confidential information in any other business or capacity, including any derivative or offshoot of the System; (b) maintain absolute discretion and confidentiality of the confidential information at all times; (c) not make unauthorized copies of any portion of the confidential information disclosed or recorded on portable storage devices, PowerPoint® presentations, flash presentation, video, webinars, computer software, other electronic media, online/virtual means, and/or written materials; and (d) adopt and implement all procedures that we prescribe to prevent unauthorized use or disclosure of, or access to, the confidential information.

All persons whom you authorize to have access to the Manuals, or any other confidential information, must first sign our form of Nondisclosure and Confidentiality Agreement and you must provide us with a copy of each signed Nondisclosure and Confidentiality Agreement. Nothing contained in the Franchise Agreement will be construed to prohibit you from using the confidential information in the operation of your Cleaning Services Unit.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You (or, if you are an entity, your managing owner) must act as the general manager of the Business with responsibility for direct, on-premises supervision of the Business. You (or your managing owner) must devote full time and efforts to the management and supervision of the Business. You must at all times faithfully, honestly, and diligently perform your contractual obligations and use best efforts to promote and enhance the Business. System Standards may regulate the Business's staffing levels, identify the Business's personnel and employee qualifications, training, dress, and appearance. If you are a legal entity, you must appoint a shareholder, member, or partner (as applicable) to be your managing owner, responsible for overseeing and supervising the Business's operation.

You are required to belong to certain local business and networking groups, as detailed in the Manual (see Item 6 and Item 7).

You are required to belong to certain social media, as detailed in the Manual.

You must keep us informed via email at all times of the identity and personal contact information of any and all supervisory employees acting as managers or assistant managers of the Business. Your

managers and/or assistant managers need not have an equity interest in the Business; but must agree in writing to preserve confidential information to which they have access and not to compete with you, us, and other franchisees. We may regulate the form of agreement that you use and be a third-party beneficiary of that agreement with independent enforcement rights.

If you are a corporation, limited liability company, or partnership, the principal stockholders or partners must personally guaranty your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete. This "**Personal Guaranty and Assumption of Obligations**" is included as Exhibit 1 of the Franchise Agreement.

Item 16

RESTRICTIONS ON WHAT FRANCHISEE MAY SELL

You must offer, sell and perform all approved cleaning services and use all approved products and items that we periodically require for a Maid Green Made Clean Since 2006® Cleaning Services Unit, as specified in the Manual. You may not offer, sell or perform any cleaning services, or use any products or items that we have not authorized or approved. (See Item 8) Our System Standards may regulate required and/or authorized Items, Trade Secret Products, and cleaning services; unauthorized and prohibited cleaning services, products and items; purchase, storage, preparation, handling, and cleaning techniques; and inventory requirements for Trade Secret Products, and other products and supplies so that your Business operates at full capacity. We have the right to add additional approved cleaning services, and products or items. There are no limits on our right to do so. (See Item 8)

We do not impose any restrictions or conditions that limit your access to clients; however, you may not offer, sell or provide any cleaning services or use any products or items, or use any proprietary items other than within your Business territory.

Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(a) Length of the franchise term	VI.A	Ten (10) years from the effective date of the Franchise Agreement.
(b) Renewal or extension of the term	VI.B	If you are in full compliance with all terms and conditions, and are eligible for renewal, you may acquire two (2) successor franchise terms of seven (7)

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		years each (for a total of fourteen (14) additional years).
(c) Requirements for franchisee to renew or extend	VI.B	Give us a minimum of 180 days' notice; maintain possession of Business premises or find acceptable substitute premises; remodel Business according to our then-current standards (regardless of cost); and sign our then-current franchise agreement, which may contain terms and provisions that are materially different from the Franchise Agreement, such as different fee requirements and territorial rights, a release (subject to applicable state law), and other documents we use to grant franchises. In addition, you must attain, during the last twelve (12) months of the then-current term of the Franchise Agreement, Gross Income of not less than 75% of the chain median (including both company or affiliate owned and franchised outlets) over the same period; and receive an average score of at least 85% on audits and mystery clients over the prior three (3) year period, as permitted by state and/or local laws and regulations. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.
(d) Termination by franchisee	XXIII.D	If we breach the Franchise Agreement and an arbitrator determines that we did not cure the breach default after receipt of notice from you.
(e) Termination by franchisor without cause	None	None
(f) Termination by franchisor with cause	XXIII.B	We may terminate your franchise only if you or your owners commit one of several violations.
(g) "**Cause**" defined – curable defaults	XXIII.B	You have 72 hours upon receipt of notification to cure health, safety, or sanitation law violations or as directed by governing body; 72 hours upon receipt of notification to cure state, local, and/or federal telecommunications violations; 5 days upon receipt of notification to cure monetary defaults and failure to

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		maintain required insurance; 30 days to cure operational defaults and other defaults not listed in (h) below; and 30 days to relocate to a new site if you lose possession of the premises. NOTE: Local law supersedes these deadlines if there is a conflict.
(h) "**Cause**" defined – non-curable defaults	XXIII.C	Non-curable defaults include: misrepresentation in acquiring the franchise; failure to secure a commercial Business site within forty-five (45) days after the Franchise Agreement's effective date (Executive or Conversion (if necessary)); failure to complete training; abandonment; unapproved transfers; conviction of a felony; dishonest or unethical conduct; unauthorized use or disclosure of the Manual or other confidential information; failure to pay taxes; understating Gross Income; repeated defaults (even if cured); an assignment for the benefit of creditors; appointment of a trustee or receiver; and violation of any anti-terrorism law.
(i) Franchisee's obligations on termination/ nonrenewal	XXIV	Obligations include paying outstanding amounts; complete de-identification; assigning telephone and other numbers; and returning confidential information (also see (o) and (r) below). Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
(j) Assignment of contract by franchisor	XXII.B	No restriction on our right to assign; we may assign without your approval.
(k) "**Transfer**" by franchisee–definition	XXII.A	Includes transfer of Franchise Agreement, the Business (or its profits, losses or capital appreciation), or the Business's assets, and ownership change in you or your owners.
(l) Franchisor approval of transfer by franchisee	XXII.A	No transfer without our prior written consent.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(m) Conditions for franchisor approval of transfer	XXII.A	Transferee qualifies; you pay us, our affiliate, and third party vendors all amounts due and submit all required reports; no default during 60-day period before transfer request or during period between request and transfer's proposed effective date; transferee (and its owners and affiliates) are not in a competitive business; training completed; lease transferred; you or transferee signs our then-current franchise agreement, which may contain terms and provisions that are materially different from the Franchise Agreement, and other documents; transfer fee paid; you sign release (subject to applicable state law); we approve material terms; you subordinate amounts due to you; you de-identify; you correct existing Business deficiencies of which we notify you on punch list; and transferee agrees to upgrade and remodel Business within specified timeframe after transfer (also see (r) below). In conformance with Section 41 of the Illinois Franchise Disclosure Act, any provision, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.
(n) Franchisor's right of first refusal to acquire franchisee's business	XXII.E	We may match any offer for your Business or an ownership interest in you.
(o) Franchisor's option to purchase franchisee's business assets	XXIV.G	We may purchase the cleaning equipment and any or all of the assets of your Business at the then-current book value after the Franchise Agreement is terminated or expires (without renewal).
(p) Mental or physical incapacity or death of franchisee	XXII.D	Assignment of franchise or an ownership interest in you to approved party within six (6) months of mental or physical incapacity, or within nine (9) months of death; we may manage Business if there is no qualified manager.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(q) Non-competition covenants during the term of the franchise	XIX.B; XIX.D	No diverting business; no ownership interest in or performing services for a competitive business anywhere ("**competitive business**" means any business that derives more than 5% of its revenue from selling cleaning services, or any business granting franchises or licenses to others to operate such a business); no interference with our or our franchisees' employees.
(r) Non-competition covenants after the term of the franchise	XIX.B; XIX.D; XIX.E	No diverting business; no ownership interest in or performing services for a competitive business for two (2) years at the Business premises or within 25 miles of your business premises or any other Maid Green Made Clean Since 2006® Cleaning Services Business existing or under construction as of date the Franchise Agreement expires or is terminated (same restrictions apply after transfer).
(s) Modification of the agreement	XXV.N	No modifications of Franchise Agreement generally, but we may change the Operations Manual and System Standards.
(t) Integration/merger clause	XXV.L; XXV.M; XXV.N; XXV.O	Only the terms of Franchise Agreement (including System Standards in the Operations Manual) are binding (subject to state law), although nothing contained in the Agreement is intended to disclaim the representation made by us in this disclosure document. Any representations or promises outside of the Franchise Agreement or this disclosure document should not be relied upon and may not be enforceable.
(u) Dispute resolution by arbitration or mediation	XXV.D	All disputes must be resolved by arbitration in Miami-Dade County, Florida (subject to applicable state law).
(v) Choice of forum	XXV.E	Disputes will be arbitrated under the auspices of the American Arbitration Association in Miami-Dade County, Florida (subject to applicable state law). Subject to the arbitration requirement; litigation generally must be in the courts in Miami-Dade County, Florida (subject to applicable state law). In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		franchise agreement may provide for arbitration to take place outside of Illinois.
(w) Choice of Law	XXV.C	Except for the Federal Arbitration Act and other federal law, Florida law governs (subject to applicable state law). Illinois law governs the Franchise Agreement(s).

Termination on Bankruptcy

A provision in your franchise agreement that terminates the franchise on your bankruptcy may not be Enforceable under Title 11, United States Code Section 101 et seq.

Reinstatements and Extensions

If any termination or expiration of the term of the franchise agreement would violate any applicable law, we may reinstate or extend the term for the purpose of complying with the law.

Restrictions on Termination or Non-Renewal under State Laws

These and other states have laws that may supersede the franchise agreement and related agreements in your relationship with us, including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code Sections 2551-2556], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/1-44], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1-523H17 and 537A.10], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-11], RHODE ISLAND [Gen. Laws 19-28.1-14], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions that may supersede the franchise agreement and related agreements in your relationship with us, including the areas of termination and renewal of your franchise.

Restrictions on our Post-Termination Rights

These and other states have laws that may limit our ability to restrict your activity after the franchise expires, is not renewed or has been terminated: California Business and Professions Code Section 16,600, Florida Statutes Section 542.33, Michigan Compiled Laws Section 445.772 et seq., Montana Codes Section 30-14-201, North Dakota Century Code Section 9-08-06, Oklahoma Statutes Section 15-217-19, and Washington Code Section 19.86.030.

In addition to the provisions noted in the chart above, the Franchise Agreement contains a number of provisions that may affect your legal rights, including a waiver of a right to a jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. (Franchise Agreement –

Sections XXII and XXIII) We recommend that you carefully review all of these provisions, and each of the agreements attached to this disclosure document in their entirety, with a lawyer. Applicable state law might require additional disclosures related to the information contained in this Item 17. These additional disclosures, if any, appear in Exhibit F.

Item 18

PUBLIC FIGURES

We do not use any public figure to promote the Franchise.

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in 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 do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make such representations either orally or in writing, and we do not furnish or authorize our salespersons (including officer and directors) to furnish any oral, written or visual representation that states, expressly or by implication, a specific level or range of actual or potential sales, income, gross profits or net profits of a Maid Green Made Clean Since 2006® Cleaning Services Business. If you are purchasing an existing Cleaning Services Unit Business, however, we may provide you with the actual records of that Business. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting us at Administration Department of Tesla, LLC, 11380 Prosperity Farms Rd., Suite 204, Palm Beach Gardens, Florida 33410 at 877-753-6243 or franchise@maidgreen.com, the Federal Trade Commission, and any appropriate state regulatory agencies.

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Item 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2021 TO 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	4	4	0
	2022	4	4	0
	2023	4	5	1
Company-owned*	2021	1	1	0
	2022	1	1	0
	2023	1	1	0
Total Outlets	2021	5	5	0
	2022	5	5	0
	2023	5	6	1

*We do not own or operate any company-owned outlets; our affiliate, MGM Fox Valley, LLC, is being treated as a company-owned unit.

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO
NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE)
FOR YEARS 2021 TO 2023

State	Year	Number of Transfers
Illinois	2021	0
	2022	1
	2023	0
Michigan	2021	0
	2022	0
	2023	1
All Other States	2021	0
	2022	0
	2023	0
Total	2021	0
	2022	1
	2023	1

TABLE NO. 3

STATUS OF FRANCHISED OUTLETS
FOR YEARS 2021 TO 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Florida	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Michigan	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Illinois	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
All Other States	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Total	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	1	0	0	0	0	5

[Remainder of this page intentionally left blank]

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2021 TO 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold To Franchisees	Outlets at End of Year
Florida	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Michigan	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Illinois*	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
All other States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1

*We do not own or operate any company-owned outlets, but our affiliate, MGM Fox Valley, LLC, is being treated as a company-owned unit.

TABLE NO. 5

PROJECTED OPENINGS
AS OF DECEMBER 31, 2023

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Current Fiscal Year 2024	Projected New Company-Owned Outlets in the Current Fiscal Year 2024
Michigan	1	1	0
Illinois	0	1	0
Florida	0	1	0
Total	1	3	0

Exhibit E-1 lists the names of all of our operating franchisees and the addresses and telephone numbers of their Businesses as of December 31, 2023. Exhibit E-2 lists the Franchisees who have signed Franchise Agreements for Cleaning Services Units which were not yet operational as of December 31, 2023. Exhibit E-3 lists the name, city and state, and business telephone number (or, if unknown, the last

known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within ten (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.

During the last three (3) fiscal years, we have not signed any confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us.

At this time, Maid Green Made Clean Since 2006® does not have an Advisory Council. If and when an advisory council is formed, we will sponsor it, but its members will be elected by franchisees. The contact information will be provided at that time.

Item 21

FINANCIAL STATEMENTS

Attached as Exhibit C are our audited financial statements for the years ending December 31, 2021, December 31, 2022, and December 31, 2023.

Item 22

CONTRACTS

The following agreements are Exhibits:

Franchise Agreement – Exhibit B

Personal Guaranty – Exhibit 1 to the Franchise Agreement

Nondisclosure and Confidentiality Agreement – Exhibit 4 to the Franchise Agreement

Collateral Assignment of Equipment Lease – Exhibit 5 to the Franchise Agreement

State Disclosure Supplements and Franchise Agreement Riders Addenda – Exhibit F

Electronic Depository Transfer Account - Exhibit G

Collateral Assignment of Lease – Exhibit I

Assignment of Telephone Numbers, Domain Names and Email Addresses – Exhibit J

Confidentiality Agreement – Exhibit K

Release – Exhibit L

Item 23

RECEIPTS

Exhibit M contains detachable documents acknowledging your receipt of this disclosure document.

EXHIBIT A

STATE AGENCIES - AGENTS FOR SERVICE OF PROCESS

Directory of Franchise Regulators

FEDERAL:

FEDERAL TRADE COMMISSION
Division of Marketing Practices Seventh and Pennsylvania Avenues N.W. Room 238 Washington, D.C. 20580 202-326-2970

STATE:

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

Agent for Service of Process in All Other States:

Petter K. Nahed, Tesla, LLC
7701 NE 1st Ave, Unit F2
Miami, Florida 33138

Directory of State Franchise Regulators		**Agents Authorized to Receive Process**
CALIFORNIA Department of Financial Protection and Innovation 2101 Arena Blvd., Suite 269 Sacramento, CA 95834 (916) 327-7585 (866) 275-2677		**CALIFORNIA** Commissioner of the Department of Financial Protection and Innovation 2101 Arena Blvd., Suite 269 Sacramento, CA 95834
FLORIDA State Department of Agriculture and Consumer Services P.O. Box 6700 Tallahassee, FL 32314-6700 (850) 410-3754		

HAWAII Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HA 96813 (808) 586-2744		**HAWAII** Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HA 96813
ILLINOIS Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465		**ILLINOIS** Office of the Attorney General Franchise Division 500 South Second Street Springfield, Illinois 62706
INDIANA Office of Secretary of State Franchise Division 302 W. Washington St., Rm. E111 Indianapolis, IN 46204 (317) 232-6681		**INDIANA** Office of Secretary of State Franchise Division 302 West Washington St., Room E111 Indianapolis, Indiana 46204
MARYLAND Office of the Attorney General Division of Securities 200 St Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360		**MARYLAND** Maryland Securities Commissioner 200 St Paul Place Baltimore, MD 21202-2020
MICHIGAN Consumer Protection Division Franchise Section PO Box 30213 Lansing MI 48909 (517) 373-7117		**MICHIGAN** Corporations Division Bureau of Commercial Services Department of Labor & Economic Growth P.O. Box 30054 Lansing, MI 48909
MINNESOTA Minnesota Department of Commerce Securities Section 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1638		**MINNESOTA** Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101
NEW YORK NYS Department of Law		**NEW YORK** New York Department of State

Investor Protection Bureau 28 Liberty Street, 21st Floor New York NY 10005 (212) 416-8222		99 Washington Avenue, 6th Floor Albany, NY 12231
NORTH DAKOTA Franchise Division Securities Department 600 East Boulevard - 5th Floor, Dept. 414 Bismarck, ND 58505 (701) 328-4712		**NORTH DAKOTA** Securities Commissioner 600 East Boulevard - 5th Floor Bismarck, ND 58505
RHODE ISLAND Franchise Office Division of Securities 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9527		**RHODE ISLAND** Department of Business Regulation Securities Division 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920
SOUTH DAKOTA Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563		**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501
TEXAS Secretary of State P.O. Box 12887 Austin, TX 78711-2887 (512) 463-5701		
VIRGINIA State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main St. 9th Floor Richmond, VA 23219 (804) 371-9051		**VIRGINIA** Clerk for the State Corporation Commission 1300 E. Main St. Richmond, VA 23219
WASHINGTON Director of Dept. of Financial Institutions Securities Division PO Box 41200 Olympia, WA 98504-1200 (360) 902-8760		**WASHINGTON** The Department of Financial Institutions 150 Israel St SW Tumwater, WA 98501

WISCONSIN Department of Financial Institutions Division of Securities 201 West Washington Ave., Suite 300 PO Box 1768 Madison, WI 53701-1768 (608) 266-1064		**WISCONSIN** Department of Financial Institutions 201 West Washington Ave., Suite 300 Madison, WI 53703
CANADA Director of Franchises Alberta Securities Commission Agency 21st Floor 10025 Jasper Avenue Edmonton, Alberta T5J 3Z5		

EXHIBIT B
FRANCHISE AGREEMENT

BETWEEN

Tesla, LLC
A Florida Limited Liability Company
Mailing Address: 9825 NE 2nd Ave #530461
Miami Shores, Florida 33153
Phone: 877-753-6243
franchise@maidgreen.com
www.maidgreenfranchise.com

AND

_____

_____

_____

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Exhibit 3 – Unit Designation(s)

Exhibit 4 – Nondisclosure and Confidentiality Agreement

Exhibit 5 – Collateral Assignment of Equipment Lease

Tesla, LLC
FRANCHISE AGREEMENT

PARTIES

THIS AGREEMENT is made, as of the date of the signature page, by and between Tesla, LLC, a Florida limited liability company, (hereinafter referred to as "**Franchisor**," "**We**," "**Our**," or "**Us**") and the person(s) or entity signing as Franchisee (referred to herein individually or collectively as "**Franchisee**," "**You**," or "**Your**") to evidence the agreement and understanding between the parties as follows:

RECITALS

WHEREAS, Franchisor has developed, operates and has the right to license a system or business program, including expertise for conducting and operating a business under the mark Maid Green Made Clean Since 2006® (hereinafter may be referred to as "**Maid Green Made Clean Since 2006®**" or "**MGM**") that offers: an eco-friendly cleaning business that benefits our natural environment using eco-safe products to clean residential homes and apartments; vacation rentals, offices and light commercial; and new construction. We also provide chemical-free carpet cleaning, window cleaning and pressure cleaning; and

WHEREAS, Franchisor has entered into exclusive licenses with the owners of the Trademark Maid Green Made Clean Since 2006®, dated December 12, 2014 ("**License Agreement A**"), and June 26, 2024 ("**License Agreement B**") to license us the right to use the Federal and State Marks; and to use certain trade names, trademark, logos, service marks, and other property in connection with the operation of business and has developed expertise (including confidential information) and a unique, distinctive and comprehensive system (the "**System**") for the establishment and operation of a franchised business offering Maid Green Made Clean Since 2006® for the promotion and identification of the mark, Trademark and stylized logo for the sale of services and products at Maid Green Made Clean Since 2006® locations and other locations at the discretion of the licensee Maid Green Made Clean Since 2006® (hereinafter referred to as a "**Franchise Location**" or "**Business**"); and

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, trade dress and other indicia of origin, including, but not limited to the mark Maid Green Made Clean Since 2006® and such, other trade names, service marks, trademark and trade dress as are now designated (and may be hereafter be designated by Franchisor in writing) for use in connections with its System (the "**Names and Marks**"); and

WHEREAS, Franchisor has devised a uniform system for the establishment and operation of Maid Green Made Clean Since 2006® cleaning services units, including a distinctive exterior and interior design, trade dress, décor and color scheme; uniform standards, specifications, and procedures for operations; procedures for quality control; training and ongoing operational assistance; advertising and promotional programs; and other related benefits for use of Franchisee under the Names and Marks, all of which may be changed, improved, and further developed by Franchisor from time to time; and

WHEREAS, Franchisor continues to develop, use, and control the use of such Names and Marks to identify for the public the source of services and products marketed there under and under its System, and to represent the System's high standards of consistent quality, appearance, and service.

WHEREAS, Franchisor has established substantial goodwill and business value in its Names and Marks, expertise and System; and

WHEREAS, Franchisee desires to obtain a franchise from Franchisor for the right to use the Names and Marks and the expertise for operating a Maid Green Made Clean Since 2006® Cleaning Services Unit and to obtain the benefits and knowledge of Franchisor's System including, but without limitation, as detailed in our Manual; business design, operating methods, product preparation, advertising, sales techniques and materials, signs, personnel management, control systems, bookkeeping and accounting methods, and in general a style, method and procedure of business operation utilizing the Names and Marks as a Franchisee of Franchisor; and

WHEREAS, Franchisee recognizes the benefits to be derived from being identified with and licensed by Franchisor, and Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, cleanliness, appearance, and service and the necessity of operating the Business in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

I. FRANCHISEE'S ACKNOWLEDGEMENT OF BUSINESS RISK AND ABSENCE OF GUARANTEE

Franchisee (and each partner or shareholder of Franchisee, if Franchisee is a partnership or Corporation or LLC) hereby represents that he or she has conducted an independent investigation of the Franchisor's business and System and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will depend upon Franchisee's abilities as an independent businessperson.

II. FRANCHISEE'S ACKNOWLEDGEMENTS CONCERNING RECEIPT AND THOROUGH EVALUATION OF AGREEMENT

Franchisee acknowledges having received, read, and understood this Agreement, including the Franchise Disclosure Document and attachments thereto. Franchisee further acknowledges that Franchisor has accorded Franchisee ample time and opportunity to consult with independent legal counsel and other advisors of its own choosing concerning the potential benefits and risks of entering into this Agreement. Franchisee further acknowledges that it has received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission, entitled, "Information for Prospective Franchisees Required by The Federal Trade Commission", at least fourteen (14) days prior to the date on which this Agreement was executed. Franchisee acknowledges that it has received a completed copy of this Agreement, attachments referred to herein and agreements relating hereto, if any, at least seven (7) days prior to the date on which this Agreement was executed if the document has been modified in favor of the Franchisor after initial disclosure. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Franchisee acknowledges that any statements, oral or written, by Franchisor or its agents preceding the execution of this Agreement were for informational purposes only and do not constitute any representation or warranty by Franchisor.

Franchisee acknowledges that Franchisor will not provide or designate locations for Franchisee, will not provide any financial assistance to Franchisee, and has made no representation that it will buy back from Franchisee any products, supplies or equipment purchased by Franchisee in connection with your Maid Green Made Clean Since 2006® Franchised Business.

III. RELATIONSHIP / INDEPENDENT CONTRACTOR

A. Franchisee is an Independent Contractor

During the term of this Agreement, and any renewals or extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating its business pursuant to a franchise from Franchisor. This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venturer, partner, employee, servant or independent contractor of Franchisor or any Affiliate for any purpose whatsoever. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor or any Affiliate, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor or any Affiliate, or to create any obligation, express or implied, on behalf of Franchisor or any Affiliate. Franchisee agrees to take such affirmative action as may be necessary, including, without limitation, exhibiting multiple public notices of that fact, the content and display of which Franchisor shall have the right to specify. For example, such notices shall be provided on letterhead, business cards, bank account names, bank checks, and signs at the place of business.

B. Franchisor is Not in a Fiduciary Relationship with Franchisee

It is understood and agreed by the parties hereto that this Agreement does not establish a fiduciary relationship between them, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever.

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

C. Standard of Care

Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain the written consent of Franchisor or any Affiliate or permits Franchisee to take any action or refrain from taking any action, Franchisor or its Affiliate (as applicable) is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting the right of Franchisor or any Affiliate, except as may be provided by statute or regulation.

D. Ethics

Franchisee agrees to conduct his/her business in a manner that complies with the terms and intent of this Agreement, with national, state and local laws, regulations and ordinances, and with the Franchisor's Code of Ethics (if and when adopted and published by Franchisor). Franchisee hereby authorizes any federal, local or state body regulating or supervising the Franchised Business to release to Franchisor information related to complaints and to any disciplinary actions taken based upon Franchisee's practices Franchisee agrees to notify Franchisor within five (5) business days of any such complaints or disciplinary actions Franchisee also agrees to maintain all permits, certificates and licenses (necessary for his/her franchise operation) in good standing and in accordance with applicable laws and regulations.

IV. FRANCHISE GRANT

Franchisor hereby grants to Franchisee, upon the terms and conditions herein contained and with the Unit Designation(s) as identified in Exhibit 3, and subject to the License Agreements, the right, license, and privilege, and Franchisee hereby accepts a franchise (the "**Franchise**") under the terms and conditions set forth herein for the right to operate (indicate number of each here):

_____ **Eco-One** _____ **Executive**

_____ **Conversion** (INITIAL HERE) _____

at the Location set forth in Section V.A (the "**Accepted Location**"), with the non-exclusive right to use solely in connection therewith Franchisor's Names and Marks, advertising and merchandising methods, and System, as they may be changed, improved and further developed from time to time only at the Accepted Location as set forth in Section V., and provided Franchisee adheres to all of the terms and conditions hereof. It is understood and agreed that, except as expressly provided herein, this Franchise is non-exclusive and includes no right of Franchisee to sub-franchise.

V. DEFINED TERRITORY; ACCEPTED LOCATION

A. Defined Territory

Your defined territory ("**Territory**") is described on Exhibit 2 and Exhibit Map. So long as this Agreement is in force and effect and you remain in full compliance with the terms thereof, we will not license or establish another Maid Green Made Clean Since 2006® Cleaning Services Unit to conduct business from a location located within the area described above.

B. Accepted Location

1. The Business shall be located within the State of _____ in the county(s) of _____, and in the Designated Marketing Area, as specified by Nielsen, of _____.

2. The exact address of the Accepted Location is:

_____.

3. If the Accepted Location has not been determined prior to the signing of

this Agreement, by the parties, then it shall be entered at a later date, under the terms of this Agreement.
_____ _____ _____ (Initial Here)

4. Franchisee shall not relocate the business without the express prior written consent of Franchisor.

5. During the term of this Agreement, the Accepted Location shall be used exclusively for the purpose of operating a franchised Maid Green Made Clean Since 2006® Cleaning Services Unit.

VI. TERM AND RENEWAL OF AGREEMENT

A. Term

The Franchise herein granted shall be for a term of ten (10) years from the date of execution and acceptance (the "**Effective Date**") of this Franchise Agreement (the "**Agreement**") by Franchisor and subject to earlier termination as herein provided.

B. Renewal

Provided that Franchisee has complied with all the terms and conditions of this Agreement during the term of this Agreement, is in full compliance with the provisions of this Agreement and has attained, during the last twelve (12) months of the initial or then current renewal term of this Agreement, as applicable, Gross Income of not less than 75% of the chain median (including both company or affiliate owned and franchised outlets) over the same period, as permitted by state and/or local laws and regulations, Franchisee may renew the Franchise granted by this Agreement for two (2) additional periods of seven (7) years each, if Franchisor is still offering franchises at that time subject to the following conditions, all of which must be met prior to renewal:

1. Franchisee shall give Franchisor written notice of its election to renew not less than one hundred eighty (180) days prior to the end of the then-current term;

2. Franchisee must not be in default under any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisor and Franchisee, and Franchisee shall have complied with all the terms and conditions of all such agreements during the terms thereof;

3. Franchisee shall complete to Franchisor's satisfaction such maintenance and renovation of the Business as Franchisor may require in writing;

4. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliate, and shall have timely met these obligations throughout the current term;

5. Franchisee shall execute, before the renewal term, Franchisor's then-current form of Agreement, which agreement shall supersede this Agreement in all respects, and the terms of which may materially differ from the terms of this Agreement.

6. Franchisee shall pay Franchisor a renewal fee of ten percent (10%) of the then-current Initial Franchise Fee for the franchised territory at the time of renewal.

7. Franchisee shall comply with Franchisor's then-current qualification and training requirements; and

8. Franchisee must execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its affiliate, and their respective officers, directors, agents and employees, provided that such release is not in conflict with any applicable local, state or federal laws.

C. Non-Renewal by You

You will be deemed to have declined to renew the Franchise as to your Maid Green Made Clean Since 2006® Business, and the option to renew the Franchise set forth in this article VI.B.1 of this Agreement will expire automatically and without notice as to your Maid Green Made Clean Since 2006® Business, if you do not deliver to us all items required for renewal, including, without limitation, the Renewal Fee (if applicable), the executed Renewal Franchise Agreement, and the executed Renewal Form, to us within 30 days of the election to renew after we deliver the Renewal Franchise Agreement and Renewal Form to you for execution per this Article VI.B.5.

VII. FRANCHISEE'S INITIAL INVESTMENT

Franchisee's initial investment will vary depending upon the size of the Business, its geographical location, leasehold improvements required, the number of Businesses to be opened selected by Franchisee, and other factors.

Franchisee hereby certifies that he, she or it has reviewed the above-estimated start-up costs as detailed in the franchise disclosure document and has sufficient cash resources available to meet said expenses. These start-up costs are in addition to the initial franchise fee.

VIII. INITIAL FRANCHISE FEE; TIME LIMIT FOR APPROVING FRANCHISEE; TIME LIMIT FOR STARTING BUSINESS; COOPERATION; LEASE; USE OF PREMISES

A. Initial Franchise Fee (strike inapplicable paragraph(s))

DEFINITION: A Qualified Household (QHH) is defined as a household that shows a combined minimum annual household income of sixty thousand dollars ($60,000).

1. Eco-One Franchised Cleaning Services Unit: Franchisee shall pay an Initial Franchise Fee in the amount of fifteen thousand seven hundred and fifty dollars ($15,750) (the "**Initial Franchise Fee**") upon execution of this Agreement for one (1) Eco-One Maid Green Made Clean Since 2006® Franchise consisting of thirty-seven thousand (37,000) QHHs, and receipt of which is hereby acknowledged by Tesla, LLC. Additional QHHs may be acquired for a cost of nineteen cents ($0.19) per QHH. The additional acquired QHHs need not be purchased simultaneously; but must be located contiguous to your initial franchise territory(ies).

2. Executive Franchised Cleaning Services Unit: Franchisee shall pay an Initial Franchisee Fee in the amount of thirty-seven thousand five hundred dollars ($37,500) (the "**Initial Franchise Fee**") upon execution of this Agreement for an Executive Maid Green Made Clean Since 2006® Franchise consisting of one hundred twenty-five thousand (125,000) QHHs, and receipt of which is hereby acknowledged by Tesla, LLC. Additional QHHs may be acquired for a cost of nineteen cents

($0.19) per QHH. The additional acquired QHHs need not be purchased simultaneously; but must be located contiguous to your initial franchise territories.

3. Conversion Franchised Cleaning Services Unit**:** Franchisee shall pay an Initial Franchise Fee in the amount of fifteen thousand seven hundred fifty to thirty-seven thousand five hundred dollars ($15,750 - $37,500) upon execution of this Agreement for a Conversion Maid Green Made Clean Since 2006® Franchise, based on the number of QHHs within the current service area. Additional QHHs may be acquired for a cost of $0.19 per QHH. The additional acquired QHHs need not be purchased simultaneously; but must be located contiguous to your initial franchise territory(ies).

The Initial Franchise Fee shall be paid in a lump sum in U.S. funds and shall be deemed fully earned and nonrefundable in consideration of administrative and other expenses incurred by Franchisor in granting this franchise and for Franchisor's lost or deferred opportunity to franchise others, except as described below in Section VIII.B.

B. Time Limit for Approving Franchisee

Within thirty (30) days following payment of the Initial Franchise Fee provided for in Section VIII.A above, Franchisor will approve or disapprove Franchisee's application for a Franchise. If Franchisee's application is not approved, the Initial Franchise Fee will be refunded in full.

C. Time Limit for Starting Business

Franchisee shall complete the construction or remodel of the Business at the Accepted Location in accordance with the provisions and requirements of Section XII hereof (the "**Construction**") and shall obtain all necessary business permits and licenses required, and shall obtain all required industry-specific licenses and/or certifications and open the Franchise for business within seventy-five (75) days of the date of acceptance of this Franchise Agreement (the "**Opening Date**") provided, however, that Franchisee shall have the right to substitute a different site, if such different site is acceptable to Franchisor, within thirty (30) days of execution of this Agreement, or if Franchisee is unable to obtain all necessary business permits and licenses and obtain industry-specific licenses and/or certifications for the Accepted Location as a result of causes beyond the reasonable control of Franchisee. Franchisor may grant Franchisee one thirty (30) day extension within which to open the Business. Franchisee must submit a written request and documentation of the status of the application(s) ten (10) days prior to the date of the thirty (30) day extension request. Upon the grant of such extension(s) by Franchisor the Opening Date will be commensurately extended.

Should Franchisee be unable to obtain all necessary business permits and licenses, all required management background investigations, and all required industry-specific licenses and/or certifications, excluding the Maid Green Cleaning Certification (MCC), or its equivalent, during the stated period and extension time period or periods as a result of causes beyond the reasonable control of Franchisee (unless the requirement for the issuance of such permits, licenses and/or certifications is waived in writing by Franchisor), this Agreement shall be deemed terminated upon written notice from either Franchisee or Franchisor to the other, without the necessity of further action by either party or further documentation. Upon such termination, Franchisor shall retain two-thirds (⅔) of the Franchise Fee as a Termination Fee; one-third (⅓) of the Franchise Fee will be refunded to Franchisee within thirty (30) days of the notice by Franchisor of the termination of this Agreement.

D. Cooperation Required

Franchisee shall cooperate reasonably with Franchisor to ensure that the various actions occur which are necessary to obtain acceptance by Franchisor of the Business location. In particular, Franchisee shall furnish any pertinent information as may be reasonably requested by Franchisor regarding Franchisee's business and finances.

E. Lease

The lease for the Accepted Location must include all provisions required by Franchisor, including Franchisor's right to the occupancy of the Business site if the Franchise is terminated or not renewed, or if Franchisee loses possession because of its default under the Lease.

F. Development of Accepted Location

Franchisor shall make available to Franchisee, at no charge to Franchisee, specifications for the Franchised Business: business layout, industry equipment and fixtures, service vehicle(s), all signage including vehicle signage, supplies, inventory and equipment necessary for the development of a Maid Green Business. Franchisee shall cause the Franchised Business Office to be developed, equipped and improved in accordance with such specifications within seventy-five (75) days after the Effective Date. In connection with the development of the Franchised Business Office, Franchisee shall:

1. obtain all permits and licenses required for operation of the Franchised Business, including any permits or licenses required to operate the Franchised Business Office out of Franchisee's or its Designated Manager's principal residence (Eco-One or Conversion only), and certify in writing that all such permits and licenses have been obtained;

2. purchase any equipment and supplies necessary for the operation of the Franchised Business;

3. purchase or lease a vehicle that meets Franchisor's specifications and shall cause the vehicle to be wrapped in signage and lettering using such vendor as Franchisor may specify or approve;

4. purchase and install all office computer and peripheral equipment including any software, filing cabinet(s) and other furniture, required by Franchisor for the operation of the Franchised Business; and

5. establish broadband or high-speed Internet access and obtain at least one (1) telephone number and one (1) facsimile number solely dedicated to the Franchised Business.

G. Use of Premises

During the term of this Agreement, the Approved Location shall be used exclusively for the purpose of operating the Business.

H. Failure to Develop and/or Open Accepted Location

Should Franchisee fail to develop the Accepted Location and/or the vehicle and/or fail to commence operations for the Franchised Business within identified timeframes after the Effective Date, Franchisor has the right to terminate this Agreement.

I. Relocation

Franchisee shall not relocate the Franchised Business Office without the prior written consent of Franchisor.

IX. OTHER FEES: ROYALTIES, ADVERTISING, TECHNOLOGY

A. Royalty Fee

In addition to the Initial Franchise Fee described in Section VIII above, Franchisee shall pay Franchisor a descending monthly Royalty in an amount equal to:

Royalty	Time frame
Six percent (6%) of monthly gross income or zero dollars ($0), whichever is greater	Months one (1) through three (3)
Six percent (6%) of monthly gross income or three hundred dollars ($300), whichever is greater	Months four (4) through thirty-six (36)
Five and one-half percent (5½%) of monthly gross income or five hundred dollars ($500), whichever is greater	Months thirty-seven (37) through sixty-five (65)
Five percent (5%) of monthly gross income or six hundred fifty dollars ($650), whichever is greater	Months sixty-six (66) through one hundred twenty (120)

Regardless of what day of the month you open the Business the last day of the month will signify the end of the first month, subsequent months will begin on the first day of each month and end on the last day of each month.

As used in this Agreement, "**Gross Income**" shall include all revenue earned and/or received from the performance of all services and sale of all products in, at, upon, about, through or from the Business and every kind and nature related to the Business, whether for cash or credit and regardless of collection in the case of credit, including insurance proceeds and/or condemnation awards for loss of sales, profits or business; provided, however, that "**Gross Income**" shall not include revenues from any sales taxes or other add on taxes collected from clients by Franchisee for transmittal to the appropriate taxing authority, (the retail value of any complimentary services or trade-outs or credit card discounts from Gross Income up to a maximum of two percent (2%) of Gross Income in the aggregate), and the amount of cash refunds to, and coupons used by clients, provided such amounts have been included in gross income. The sale and delivery of products and services from any location other than the Business premises shall be by written approval of Franchisor only. Should Franchisor agree to allow such sales in writing, these sales will be included in computing Gross Income.

The Royalty shall be payable by Franchisee and must be actually received by the Franchisor by the 15th day of each month, based upon the Gross Income of the prior calendar month. Each monthly payment shall be based upon the Gross Income actually received by Franchisee during the prior month. Franchisee's obligations under this Section IX.A shall survive the expiration or any termination of this Agreement for so long as Franchisee continues to receive Gross Income earned during the term of this Agreement.

Any payment or report not actually received by Franchisor on or before the specified date shall be deemed overdue. If any payment is overdue, in addition to the right to exercise all rights and remedies available to Franchisor under this Agreement, Franchisee shall pay Franchisor, in addition to the overdue amount, interest on such amount from the date it was due until paid at the greater of the rate of one hundred dollars ($100) per incident plus one and one-half percent (1½%) interest per month, on such amount from the date it was due until paid, or the maximum rate allowed by the laws of the State in which Franchisee's business is located until paid in full (the "**Default Rate**").

B. National Advertising and Brand Development Fund

In the event that Franchisor establishes a national advertising program ("**Program**") as Franchisor, in its sole discretion, may deem appropriate, to promote the mark Maid Green Made Clean Since 2006® (the "**Fund**"), Franchisee shall contribute up to one percent (1%) of Gross Income to the Fund, as required by Franchisor, on a monthly basis. The monthly contributions are payable by Franchisee and must be actually received by Franchisor by the 15th day of each month, based upon the Gross Income of the prior calendar month. Franchisor will direct all such Programs, and will have sole discretion over the creative concepts, materials, and endorsements and media used in such Programs, and the placement or allocation of such programs. Franchisor shall also determine in its sole discretion, the composition of all geographic territories and market areas for the implementation and development of such Programs. Franchisee acknowledges and agrees that Franchisor undertakes no obligation in administering the Advertising Funds to make expenditures for Franchisee which are equivalent or are proportionate to its contribution, or to ensure that Franchisee benefits directly or pro-rata from advertising or promotion conducted under the Fund, or to place any advertising in the Territory.

C. Regional Advertising Plan

In the event Franchisor establishes a Regional Advertising and Development Plan (Advertising Coverage Area (ACA)) within Franchisee's or Designated Market Area (DMA) (as defined by Nielsen, or such other entity as shall be designated by Franchisor, from time to time), Franchisee shall contribute a up to one and one-half percent (1½%) of Gross Income to the Plan each month, or as otherwise as specified by fifty percent (50%) or more of the Maid Green Made Clean Since 2006® businesses operating in the ACA. The contributions are payable by Franchisee and must be actually received by the Plan as directed by the Regional Program, as specified above, based upon the Gross Income of the prior calendar month. Any amounts Franchisee contributes to a Regional Advertising and Development Plan, beginning month four (4), will count toward:

- the $300 weekly minimum for an Eco-One Unit; or
- the $500 weekly minimum for an Executive Unit, or
- the $300 - $500 weekly minimum (as determined by size) for a Conversion Unit,

that Franchisee is required to spend on local advertising pursuant to Section IX.D of this Agreement.

D. Local Advertising Plan and Expenditures

During the term of this Agreement, beginning in month four (4), Franchisee must spend at least $300 per week for an Eco-One Unit, or at least $500 per week for an Executive Unit, on local advertising and promotion each month; provided, however, that Franchisor shall have the right to accept or reject any advertising proposed by Franchisee, and all Internet marketing and/or advertising of the Business shall be conducted by Franchisor or at Franchisor's direction. The required weekly minimum amount ($300 - $500) for a Conversion Unit, beginning in month four (4) on local advertising and promotion each month, will vary based on the size of the Unit, and is subject to the same terms and conditions as for Eco-One or Executive Units. Franchisee shall submit to Franchisor an accounting of local advertising and promotional expenditures as described above by the 10th day of each month.

Franchisee shall not advertise the Business in connection with any other business, except with Franchisor's prior written approval, and Franchisee shall not utilize Internet marketing or advertising without Franchisor's prior written approval. Franchisee shall obtain Franchisor's prior acceptance of all advertising and promotional plans and materials that Franchisee desires to use within one (1) business day of us receiving a social media platform, i.e. self-serving media ads and/or posts; three (3) business days of our receipt of time sensitive publications, such as newspaper, and press releases; fourteen (14) days of our receipt of monthly publications and coupons; and thirty (30) days of our receipt of exterior signage and banners before the start of such plans. Franchisee shall submit such proposed plans and materials to Franchisor (by personal delivery or through the mail, return receipt requested). Franchisee shall not use such plans or materials until they have been accepted by Franchisor and shall promptly discontinue use of any advertising or promotional plans and material upon the request of Franchisor. Any plans or materials submitted by Franchisee to Franchisor which have not been accepted or rejected in writing within one (1) business day of us receiving a social media platform, i.e. self-serving media ads and/or posts; three business (3) days of us receiving time sensitive publications, such as newspaper, and press releases; fourteen (14) days of us receiving monthly publications and coupons; and thirty (30) days of us receiving exterior signage and banners, shall be deemed accepted. You may not use any advertising, promotional, or marketing materials that we have not accepted or have rejected.

E. Grand Opening/Re-Opening Marketing and Advertising Expenditures

Franchisee shall expend a minimum of three thousand dollars ($3,000) for Eco-One, or thirty-six hundred ($3,600) for Executive, or three thousand to thirty-six hundred dollars ($3,000 - $3,600) for a Conversion, depending on size, for advertising and promotion of cleaning services prior to or during the first three months of operation of the Business as described in the Manual. Franchisor may advise Franchisee regarding the preparation and placement of such advertising and promotion of cleaning services. Your Grand Opening Marketing and Advertising campaign must include a virtual campaign, i.e. paid online ads – Pay-Per-Click campaign, as described in the Pre-Opening Manual. Franchisee shall hold at least a (1) one-day "open house" for clients to visit the Business and for additional training of staff. Franchisee shall submit to Franchisor an accounting of its expenditures for advertising and promotion of cleaning services as described above within ten (10) days from the end of the third month.

X. ADVERTISING

A. Domain Names, Social Media and Email Addresses

We are the lawful and exclusive owner of the domain names, including, but not limited to: www.maidgreen.com, www.sustainclean.net, www.cleaningtechnician.com, www.maidgreen.co,

www.maidgreen.tv, www.maidgreen.us, www.maidgreenmiami.com, www.maidgreenfranchise.com, www.maidgreenglenview.com; www.maidgreennovi.com; www.maidgreenlivonia.com; www.maidgreenbloomfield.com; and www.maidgreenfoxvalley.com. You cannot register any of the Marks now or henceforth owned by us, or any abbreviation, acronym, or variation of the Marks, any corporate or affiliate names or words collectively or individually, or any other name that could be regarded as confusingly similar, as Internet domain names, homepage, electronic address, email address, or otherwise in connection with a website or social media platform. You may access our website through your assigned web page. You cannot set up your own independent Facebook or other social media page; you will have a "child" site linked to our "parent" site.

B. Internet Advertising

Franchisee may not establish a presence on, or market using, the Internet in connection with the Franchised Business without Franchisor's prior written consent. Franchisor has established and maintains an Internet website with a Uniform Resource Locator (URL) that provides information about the System and the services and products that Franchisor and its franchisees provide. Franchisor may (but is not required to) include at the Maid Green Made Clean Since 2006® Business website an intranet section or an interior page containing information about the Franchised Business. Franchisee may be requested to provide content for Franchisor's Internet marketing and shall be required to follow Franchisor's intranet and Internet usage rules, policies and requirements. Franchisor retains the sole right to approve any linking to, or other use of, the Maid Green Made Clean Since 2006® Business website.

C. Telephone/Online Directory Advertising

Franchisee must list and advertise the Business in at least one recommended virtual directory broadcast in designated business classifications (virtual Business Profiles as identified in the Manual) and use an approved form of virtual posting and/or advertisement. Directory advertising expenditures are in addition to Franchisee's Local Advertising obligations.

XI. FINANCING ARRANGEMENTS

Franchisee hereby acknowledges that financing is the Franchisee's sole responsibility. Franchisor does not finance or guarantee the obligations of Franchisee. The Initial Franchise Fee is due and payable upon execution of this Agreement and as set forth in Section VIII.A of this Agreement.

XII. GENERAL OBLIGATIONS OF FRANCHISEE

A. Follow Operations Manual and Directives of Franchisor

Franchisee agrees that use of Franchisor's System and adherence to the Operations Manual (the "**Manual**"), and to Franchisor's standardized design and specifications for décor of the Business and uniformity of equipment, trade dress, and other incidents of the Business, are essential to the image and goodwill of the System. Franchisee shall cooperate and assist Franchisor with any client or marketing research program which Franchisor may institute from time to time. Franchisee's cooperation and assistance shall include, but not be limited to, the distribution, display and collection of client comment cards, questionnaires, and similar items. In order to further protect the System and the goodwill associated therewith, Franchisee shall:

1. Operate the Business and use the Manual solely in the manner prescribed by Franchisor;

2. Keep the Manual at its place of business at all times;

3. Comply with such requirements respecting any service mark, trade name, trademark, or copyright protection and fictitious name registrations as Franchisor may, from time to time, direct;

4. Follow the methods of preparation, service, and presentation so as to conform to the specifications and standards of Franchisor in effect from time to time;

5. Use only such supplies, equipment, and products so as to conform to Franchisor's specifications in effect from time to time;

6. Sell from the Business all cleaning services and products specified by Franchisor and not sell or offer for sale any other cleaning services and products of any kind or character without first obtaining the express approval of Franchisor, which shall be at the full discretion of Franchisor who shall have the sole right of decision in regards to all cleaning services and products to be sold in the Franchise Business. Franchisor shall have the right to not approve any cleaning service and/or product for any reason whatsoever or for no reason whatsoever.

7. Discontinue selling or offering for sale any cleaning services or using any products Franchisor may, in its absolute discretion, delete from its standards and specifications for any reason whatsoever or for no reason whatsoever.

8. Maintain in sufficient supply, and use at all times, only such products, materials, supplies, ingredients, methods of cleaning services, weight and dimensions of cleaning products used, standards of cleanliness, health and sanitization methods as conform to Franchisor's standards and specifications; and to refrain from deviating there from by using non-conforming items or methods without Franchisor's prior written consent.

9. Purchase such equipment, supplies, or products as may be required by Franchisor, for the appropriate handling and selling of any services and/or products that become approved for offering in the System.

10. Require clean appropriate attire for management staff and technicians, as described in the Manual, conforming to such specifications as to color, design, etc. as Franchisor may designate, from time to time, to be worn by all of Franchisee's employees at all times while in attendance at the Business, and to cause all employees to present a clean, neat appearance and render competent and courteous service to clients, as may be further detailed in the Manual.

11. Permit Franchisor or its agents, at any reasonable time, to remove from the Business samples of item without payment therefore, in amounts reasonably necessary for testing by Franchisor or an independent laboratory to determine whether said samples meet Franchisor's then-current standards and specifications. In addition to any other remedies it may have under this Agreement, Franchisor requires Franchisee to bear the cost of such testing if the supplier of the item has not previously been approved by Franchisor, or if the sample fails to conform to Franchisor's specifications.

12. Not install or permit to be installed on or about the Business premises, without Franchisor's prior written consent, any fixtures, furnishings, cleaning services equipment and appliances, office equipment, signage, or other improvements not previously approved as meeting

Franchisor's standards and specifications.

13. Employ a sufficient number of employees and maintain sufficient inventories as necessary to operate the Business at its maximum capacity as prescribed or approved by Franchisor and to comply with all applicable Laws with respect to such employees.

14. Not engage in any trade practice or other activity or sell any product or literature which Franchisor determines to be harmful to the goodwill or to reflect unfavorably on the reputation of Franchisee, the Business, or the products sold thereat, or which constitutes deceptive or unfair competition, or otherwise is in violation of any applicable laws. The above limitations are closely related to the business image, purpose and marketing strategy of the System and, therefore, any change there from would fundamentally change the nature of the business.

15. Franchisee must at all times maintain such working capital as may be reasonably necessary to enable Franchisee to properly and fully carry out and perform all of Franchisee's duties.

B. Operate Franchised Business Only

Franchisee shall use the System and the Names and Marks provided to Franchisee by Franchisor for the operation of the Business and shall not use them in connection with any other line of business or any other activity. Neither Franchisee, nor any of its employees, may conduct any business at the Business other than that authorized pursuant to this Agreement, without the prior written approval of Franchisor. Neither Franchisee, nor any of its employees, may conduct any activity at the Business or in connection therewith which is illegal, or which could result in damage to the Names and/or Marks or the reputation and goodwill of Franchisor.

C. Comply with Laws

Franchisee shall comply with all federal, state and local laws and regulations, and shall obtain and at all times maintain any and all permits, certificates, or licenses necessary for full and proper operation of the Business franchised under this Agreement. Franchisor's standards may exceed any and all of the requirements of said laws.

D. Maintain Confidentiality of Proprietary Information

Neither Franchisee nor any of its partners, officers, directors, agents, or employees shall, except as required in the performance of the duties contemplated by this Agreement, disclose or use at any time, whether during the terms of this Agreement or thereafter, any information disclosed to or known by Franchisee or any such person as a result of this Agreement. Such information includes, but shall not be limited to, information conceived, originated, discovered, or developed by Franchisee or by any employee of Franchisee which is not generally known in the trade or industry about Franchisor's products, services, or licenses, including information relating to discoveries, ideas, manufacturing, purchasing, accounting, engineering, marketing, merchandising or selling.

The Confidential Operations Manual contains Trade Secrets and other Confidential Information of Franchisor and its contents shall be kept confidential by Franchisee both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. Franchisee shall at all times ensure that its copy of the Confidential Operations Manual is available at the Approved Location in a current and up-to-date manner. Franchisee shall only grant authorized personnel,

as defined in the Confidential Operations Manual, access to the Confidential Operations Manual or any key, combination or passwords needed for access to the Confidential Operations Manual. Franchisee shall not disclose, duplicate or otherwise use any portion of the Confidential Operations Manual in an unauthorized manner.

E. Maintain and Renovate Business

Franchisee shall at all times maintain the Business location in a clean, orderly condition and in first class repair and condition in accordance with all maintenance and operating standards set forth in the Manual. Franchisee shall make, at Franchisee's expense, all additions, repairs, replacements improvements and alterations that may be determined by Franchisor to be necessary so that the facilities which are viewed by the public will conform to the System's image, as may be prescribed by Franchisor from time to time. Franchisee shall undertake and complete such additions, repairs, replacements, improvements and alterations within the time and under the terms and conditions which may be reasonably specified by Franchisor.

At Franchisor's request, which shall not be more often than once every five (5) years, Franchisee shall refurbish the Business at its expense, to conform to the commercial office and vehicle design, trade dress, color schemes, and presentation of trademarks and service marks consistent with Franchisor's designated image, including, without limitation, remodeling, redecoration, and modifications to existing improvements.

Franchisee's company vehicle, whether purchased or leased, must conform at all times to our specifications, as detailed in the Manual. Franchisee's company vehicle must meet our specifications as defined in the Manual at the time of Acceptance, be in very good condition (Kelley Blue Book standards), free of rust, and have vehicle signage/wrap we specify.

F. Ownership and Management

The Franchised Business shall, at all times, be under the direct supervision of Franchisee. The Designated Manager shall devote sufficient efforts to the management of the day-to-day operation of the Franchised Business, but not less than thirty-five (35) hours per week, excluding vacation, sick leave and similar absences. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Designated Manager. Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement.

G. Full-Time Manager Required

Franchisee agrees to maintain at least one (1) fully trained, full-time Manager (which may be you), who has completed Maid Green Cleaning Certification (MCC), and to take such steps as are necessary to ensure that its employees preserve good client relations. Franchisee must conduct background checks and their renewals as detailed in the Manual.

You must keep us informed via email at all times of the identity and personal contact information of any and all supervisory employees acting as managers or assistant managers of the Business. Your managers and assistant managers need not have an equity interest in the Business or you; but must agree in writing to preserve confidential information to which they have access and not to compete with you, Us, and other franchisees. We may regulate the form of agreement that you use and be a third-party beneficiary of that agreement with independent enforcement rights.

H. Maintain Competent Staff

Franchisee shall maintain a fully trained competent staff capable of rendering courteous quality service in a manner in keeping with the standards set by Franchisor. Franchisee shall train or cause the training of all personnel as and when required by prudent business practices, System standards or this Agreement. Franchisee must conduct background checks as detailed in the Manual.

I. Open Business within Time Limit

Eco-One Business Unit: If you choose a commercial office site, you must sign a lease for and open an acceptable commercial office site that meets our requirements within forty-five (45) days after the effective date of the Franchise Agreement; and we may terminate the Franchise Agreement if you fail to do so.

Executive or larger Business Unit: You must sign a lease for and open an acceptable commercial office site for your Franchised Business Cleaning Services Unit that meets our requirements within forty-five (45) days after you have been accepted as a franchisee; and we may terminate the Franchise Agreement if you fail to do so.

Conversion Business Unit: If you choose a commercial office site, you must sign a lease for, or have an existing lease accepted by Us, and open an acceptable commercial office site for your Franchised Business Cleaning Services Unit that meets our requirements within forty-five (45) days after you have been accepted as a franchisee; and we may terminate the Franchise Agreement if you fail to do so.

You shall open the Business and commence operations within seventy-five (75) days after execution of this Agreement. Time is of the essence. Prior to opening, Franchisee shall complete to Franchisor's satisfaction all preparations of the Business, in accordance with specifications set forth in the Manual, and as required by local governmental agencies, including the installation of fixtures, furnishings, cleaning equipment, office equipment, and the acquisition of supplies and inventory.

Upon Franchisee's written request, Franchisor may grant Franchisee one thirty (30) day extension within which to open the Business. Franchisee must submit documentation of the status of the application ten (10) days prior to the date of the thirty (30) day extension request. Upon the grant of such extension by Franchisor, the Opening Date will be commensurately extended.

J. Operate Business in Strict Conformity to Requirements

Franchisee shall operate the Business in strict conformity with such standards, techniques, and procedures as Franchisor may from time to time prescribe in the Manual, or otherwise in writing, and shall not deviate there from without Franchisor's prior written consent. Franchisee further agrees to offer its clients all services and products which Franchisor may, from time to time, prescribe, to offer its clients only those services and products which meet Franchisor's standards of quality and which Franchisor has approved in writing to be offered in connection with the Business's operations, and to discontinue offering any services or products which Franchisor may, in its sole discretion, disapprove in writing at any time.

K. Use Approved Services, Products and Supplies

1. Franchisee shall use in connection with the operation of the Business and offer, sell, and/or provide only such services, products and supplies which may, from time to time, be specified in writing, designated, and approved for sale by Franchisor.

2. To ensure the consistent high quality and uniformity of cleaning services and products provided by Maid Green Made Clean Since 2006® Cleaning Services Units, Franchisee shall purchase all equipment, inventory, and other supplies, products, and materials used in the operation of Maid Green Made Clean Since 2006® Cleaning Services Units as Franchisor may specify from time to time, solely from suppliers designated or approved by Franchisor. All suppliers must be designated or approved by Franchisor in writing and not thereafter disapproved. Unless Franchisor has designated an exclusive supplier for any item(s) or service(s), if Franchisee desires to purchase the items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval. In approving any supplier, Franchisor may consider factors such as the supplier's financial strength, quality control, and capacity to supply Franchisee's needs promptly and reliably. Franchisor shall have the right to require, as a condition of its approval and review, that its representatives be permitted to research the proposed supplier and that the proposed service or product be delivered to Franchisor or its designee for review and testing. The cost of such review and testing shall be paid by Franchisee or supplier, and Franchisor shall not be liable for damage to or for the return of any sample. Franchisor reserves the right to re-review the supplier and to retest the service or product of any approved supplier and to revoke any approval if the supplier fails to continue to meet Franchisor's high standards. Notwithstanding anything contained herein to the contrary, Franchisor may, in its sole discretion, require that any services, products, supplies, and other items used in connection with the operation of the Business be purchased exclusively from Franchisor, its affiliate or designated suppliers or distributors.

L. Use Approved Equipment

In operating the Business, Franchisee shall install and maintain any and all: cleaning equipment, office equipment, signage, supplies, furnishings, fixtures and company vehicle in accordance with the standards and specifications as recommended by Franchisor or that will continue to be recommended by Franchisor.

M. Use Approved Signs

Franchisee shall purchase or lease, subject to local building codes and regulations, such signs that provide maximum displays of the Names and Marks of Franchisor. Upon renewal of this Agreement, Franchisee shall be totally responsible for obtaining and equipping the Business with the signage that is approved for use by Franchisor at the time of the renewal of this Agreement. The color, size, design and location of said signs shall be as specified and/or approved by Franchisor. Franchisee shall not place additional signs, posters or other décor items in, on or about the Accepted Location without the prior written consent of Franchisor.

N. Wear Appropriate Attire for Management Staff and Technicians

Franchisee requires its employees to wear appropriate attire for management staff and technicians, as described in the Manual, while working at or for the Business and such required attire shall be of such design and color as Franchisor may prescribe from time to time, as set forth in the Manual.

O. Maintain Regular Business Hours

Franchisee shall keep the Business open and in normal operation during normal business hours for its geographical region, for six (6) days per week, fifty-two (52) weeks per year, with minimum office hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, and with minimum hours to clean of 9:00 a.m. to 6:00 p.m. Monday through Friday, and 9:00 a.m. to 3:00 p.m. Saturday, except New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, unless otherwise authorized in writing by Franchisor (subject to local ordinances or lease restrictions, if any). Such minimum hours and days of operation may be changed as Franchisor may from time to time specify in the Manual.

P. Maintain Uniform Operating Standards

Franchisee understands and acknowledges that every detail of the design and operation of the Business is important to Franchisee, Franchisor and other franchisees in order to develop and maintain uniform operating standards, to increase the demand for the cleaning services and products sold by the Business under the System, and to protect Franchisor's reputation and goodwill.

Q. No Vending Machines Without Franchisor Approval

Newspaper racks, beverage, gum, candy, or other vending machines may not be installed in or at the Business without the express written consent of Franchisor and only then in such manner as prescribed by Franchisor for all of its Franchisees.

R. Telephone Number of Business

Franchisee understands and agrees that the assigned telephone number(s) for the Business constitute a part of the System and is subject to the restrictions of this Agreement. Accordingly, Franchisee shall not change the telephone number(s) for the Business. Franchisee shall advertise and publicize the telephone number(s) for the Business in the manner prescribed by Franchisor.

S. Electronic Mail Address

Franchisee acknowledges and agrees that it will utilize the electronic mail address that Franchisor will create and provide for Franchisee for the operation of its Franchised Business. Franchisee further acknowledges and agrees that such electronic mail address will be the main address Franchisor utilizes for electronic mail correspondence with Franchisee, and that Franchisor reserves the right to unlimited monitoring of such electronic mail address and communication and information distributed and disclosed among users of such electronic mail address.

T. Electronic Media

Restrictions on Franchisee's Use of Electronic Media: MGM restricts your right to use all electronic media including the internet in operating your Unit. You cannot conduct business over the internet or create your own website with which to conduct business without our express written consent. You must comply with MGM's policies and restrictions respecting the use of social media or related social networking applications in connection with the operation of your Unit.

U. Disclose Discoveries and Ideas to Franchisor

Franchisee shall promptly disclose to Franchisor all discoveries, inventions or ideas, whether patent able or not, relating to Franchisor's business, which are conceived or made by Franchisee or any partner, officer, director, agent, or employee of Franchisee solely or jointly with others, during the term of this Agreement, whether or not Franchisor's facilities, materials, or personnel are utilized in the conception or making of such discoveries or ideas. Franchisee hereby acknowledges and agrees that all such discoveries, inventions or ideas are the exclusive property of Franchisor, and that Franchisor shall have no obligation to Franchisee with respect thereto. The purpose of this clause is to ensure that ideas for improvements to the System that may be generated by franchisees within the System will be distributed to the other franchisees as a benefit of belonging to the System.

V. Permit Franchisor to Enter Business

Franchisee shall permit Franchisor and its agents or representatives to enter the Business at any reasonable time for the purpose of conducting inspections, shall cooperate fully with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request, and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, shall take such steps as may be deemed necessary to immediately correct any deficiencies detected during such inspections. In the event Franchisee fails or refuses to correct immediately any deficiency detected during such inspection, Franchisor shall have the right to make or cause to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand. The foregoing shall be in addition to any other remedies Franchisor may have pursuant to this Agreement.

W. Additional Requirements for Corporate Franchisee

If Franchisee is or becomes a corporation, limited or general partnership or other organization or entity, the following requirements shall apply:

1. Franchisee shall confine its activities to the establishment and operation of the Business.

2. Franchisee's Certificate or Articles of Incorporation and Bylaws (or comparable governing documents) shall at all times provide that its activities are confined exclusively to operation of the Business and that the issuance, redemption, purchase for cancellation and transfer of voting stock, or other ownership interest therein, is restricted by the terms of this Agreement. Franchisee shall furnish Franchisor promptly upon request copies of Franchisee's Articles of Incorporation, Bylaws, and other governing documents, and any other documents Franchisor may reasonably request, and any amendments thereto, from time to time.

3. Franchisee shall maintain a current list of all owners of record and beneficial owners of any class of voting stock of Franchisee and shall furnish such list to Franchisor upon request.

4. Franchisee shall maintain stop transfer instructions against the transfer on its record of any equity securities (voting or otherwise) except in accordance with the provisions of Article XV. All securities issued by Franchisee shall bear the following legend, which shall be printed legibly and conspicuously on each stock certificate or other evidence of ownership interest:

THE TRANSFER OF THESE SECURITIES IS SUBJECT TO THE TERMS AND CONDITIONS OF A FRANCHISE AGREEMENT WITH TESLA LLC, DATED_____. REFERENCE IS MADE TO SAID AGREEMENT AND TO THE RESTRICTIVE PROVISIONS OF THE ARTICLES AND BYLAWS OF THIS LLC.

5. All shareholders of Franchisee shall jointly and severally guaranty Franchisee's performance hereunder and shall bind themselves to the terms of this Agreement, provided, however, that the requirements of this Section XII.W shall not apply to any corporation or limited liability company registered under the Securities Exchange Act of 1934 (hereinafter known as a "**Publicly-Held Corporation or LLC**").

6. If Franchisee is or becomes a partnership, Franchisee shall furnish Franchisor promptly upon request a copy of its partnership agreement and any other documents Franchisor may request, and any amendments thereto, from time to time.

7. Franchisee shall maintain a current list of all general and limited partners, shareholders or member, and all owners of record and all beneficial owners of any class of voting stock of Franchisee and shall furnish the list to Franchisor promptly upon request, from time to time.

8. Each individual who or entity which holds a ten percent (10%) or greater ownership or beneficial ownership interest in Franchisee, directly or indirectly, (including each individual holding a fifty (50%) or greater interest in any partnership or corporation which has a ten percent (10%) or greater interest in Franchisee) shall enter into a continuing guaranty agreement under seal, in the form attached hereto as Exhibit A, as such form may be amended or modified by Franchisor, from time to time (if such guaranty agreement is to be executed subsequent to the date hereof in accordance with the terms of this Franchise Agreement).

X. Site Selection and Acceptance

Franchisee has the responsibility for selecting a site location. Franchisor shall then review and accept or reject Franchisee's site selection and lease agreement, based on an analysis of local competing businesses, population density and other demographics, visibility and accessibility, traffic patterns, the neighborhood, suitability of the premises to be leased and other factors more fully described in Franchisor's Manual. The suitability of a site is determined on a case-by-case basis. Franchisor's acceptance of a site does not constitute a guarantee by Franchisor that the Business will be profitable at that site.

Eco-One: The Franchisee may operate from a home office, or an acceptable commercial office site.

Executive: The Franchisee must operate from an acceptable commercial office site.

Conversion: The Franchisee may operate from a home office, or an acceptable commercial office site, depending on the size of the size and type of territory.

Franchisee assumes all costs, liability, expense, and responsibility for locating, obtaining, and developing a site for the Business to be established under the Franchise Agreement and for constructing and equipping the Business at such site. Franchisee shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to the Accepted Location for the Business

unless such Accepted Location is accepted in accordance with the procedure herein set forth and which provides, without limitation, for (a) thirty (30) days prior written notice of any default there under specifying such default and the right (but with no obligation) of Franchisor to cure any such default within said period, and (b) approval of the Franchisor as an assignee of Franchisee's interest there under.

Franchisee acknowledges that franchisor's acceptance of a prospective site and rendering of assistance in the selection of a site does not constitute a representation, promise, warranty, or guarantee by franchisor that a Maid Green Made Clean Since 2006® Cleaning Services Unit operated at that site will be profitable or otherwise successful.

Before commencing the Remodel of the Business, if necessary, Franchisee, at its expense, shall comply, to Franchisor's satisfaction, with all of the following requirements:

1. Franchisee shall submit a floor plan to Franchisor, and Franchisee, at its option, may use any architect or engineer to prepare detailed plans and specifications for the Remodel of the Business;

2. Franchisee shall use a qualified general contractor or construction supervisor to oversee the Remodel of the Business and completion of all improvements, and Franchisee shall submit to Franchisor a statement identifying the general contractor or construction supervisor; and

3. Franchisee shall obtain all licenses, permits and certifications required for lawful remodeling, and operation of the Business including, without limitation, building, zoning, access, parking, driveway access, sign permits and licenses, and shall certify in writing to Franchisor that all such permits, licenses and certifications have been obtained. Franchisee shall obtain all health, life safety, and other permits and licenses required for operation of the Business and shall certify that all such permits and licenses have been obtained prior to the Opening Date.

4. Franchisee shall cause such Remodel to be performed only in accordance with the floor plan, and plans and specifications, approved by Franchisor, and no changes will be made to said approved plans and specifications, or the design thereof, or any of the materials used therein, or trade dress, without the express written consent of Franchisor.

Y. Vehicle Selection and Acceptance

Franchisee is solely responsibility for selecting a prospective vehicle for the Business and submitting it to Franchisor for its acceptance. Franchisor may accept your personal vehicle or accept your lease or purchase agreement of a new or used vehicle or vehicles that meets our specifications, as detailed in the Manual; and we have the right to reject your personal vehicle and/or a proposed vehicle lease and/or purchase agreement.

Franchisee acknowledges that Franchisor's acceptance of a prospective vehicle and the rendering of assistance in the selection and/or modification of a vehicle does not constitute a representation, promise, warranty, or guarantee by Franchisor that a Maid Green Made Clean Since 2006® Cleaning Services Unit utilizing the vehicle will be profitable or otherwise successful.

Z. <u>Training</u>

Prior to Franchisee's opening of the Business to the public, Franchisee and/or up to two (2) manager-level employees of Franchisee, per unit purchase, (or, if Franchisee is a corporation or

limited liability company or partnership, a principal of Franchisee) shall complete, to Franchisor's satisfaction the Administrative training offered by Franchisor, which may be virtual, in-person, and/or a combination; and Hands-On training.

At Franchisor's option, key personnel subsequently employed by Franchisee shall also complete to Franchisor's satisfaction, the Management and Trainer training program within sixty (60) days of hire and/or internal promotion.

Team Leaders and Cleaning Technicians must complete the appropriate training within two (2) weeks of hire.

If training is not completed within the above-stated timeframes, a fee for failure to comply will be assessed for each week as specified in the Manual.

Franchisor may, at its discretion, make available additional training programs or seminars, as well as refresher courses to Franchisee and/or Franchisee's designated individual(s), from time to time. Franchisor may, at any time, discontinue management training and decline to certify Franchisee and/or Franchisee's designated individual(s), who fail to demonstrate an understanding of the management training acceptable to Franchisor. If Franchisee or Franchisee's designated individual's management training is discontinued by Franchisor, Franchisee shall have thirty (30) days to present an alternative acceptable candidate for management training to Franchisor. If Franchisee's new candidate does not adequately complete the management training, then Franchisor shall have the option of terminating this Agreement. Franchisor shall provide instructors and training materials for all required training programs; and Franchisee or its employees shall be responsible for all other expenses incurred by Franchisee or its employees in connection with any training programs, including, without limitation, the cost of transportation, lodging, meals, and wages.

Franchisor offers training resources, as described below, to assist franchisees at their business location; however, fees will apply. All Franchisor's opening trainer(s) shall not be deemed employees of the Franchisee during the period(s) of service to the Franchisee, as herein provided:

Franchisee shall give Franchisor not less than fifteen (15) days' notice of when training should begin. In order for training to begin, Franchisee shall have received a Certificate of Occupancy for the Business premises, and all cleaning equipment, office equipment, furniture and fixtures shall be in place and functioning.

Pre-Opening Training

Prior to the opening of Franchised Unit Franchisor shall furnish 2 days of on-site training upon not less than fifteen (15) days prior written notice received by Franchisor from Franchisee:

Pre-Opening Trainer Supplied by Franchisor

An opening trainer may be one of the following:

1. Petter K. Nahed: Owner and Corporate Trainer
2. Teresa Nahed: Office Manager and Corporate Trainer
3. Assistant Corporate Trainer, as identified in the Operating Manuals

The trainer will assist in the setup and opening of the Franchised Business and their total cost of travel, food and lodging will be paid by the Franchisor.

AA. Fire or Casualty

In the event the leased Business premises and/or building shall be damaged or destroyed by fire or other casualty, or be required to be repaired or reconstructed by any governmental authority, Franchisee shall either a) commence the required repair or reconstruction of the leased Business premises within thirty (30) days from the date of such casualty or notice of such governmental requirement (or such lesser period as shall be designated by such governmental requirement), and shall complete all required repair or reconstruction as soon as possible thereafter, in continuity, but in no event later than sixty (60) days from the date of such casualty or requirement of such governmental notice; or b) relocate to another location within thirty (30) days from the date of such casualty or requirement of such governmental notice. The minimum acceptable appearance for the restored or relocated leased Business premises will be that which existed just prior to the casualty; however, every effort should be made to have the restored or relocated leased Business premise include the then-current image, design and specifications of Franchisor.

If the building is substantially destroyed by fire or other casualty during the last two years of the Franchise Agreement/Term, Franchisee may, with Franchisor's agreement and upon payment of an amount equal to twenty-five percent (25%) of all insurance proceeds as a consequence of such casualty to the Franchisor as a royalty, terminate this Agreement in lieu of Franchisee's reconstructing the leased business premises.

BB. Miscellaneous

Franchisee shall give Franchisor advance written notice of Franchisee's intent to institute legal action against Franchisor, specifying the basis for such proposed action, and shall grant Franchisor thirty (30) days from receipt of said notice to cure the alleged act upon which such legal action is to be based.

CC. Maid Green Cleaning Certification (MCC)

We require you and/or your manager(s) to have the Maid Green Cleaning Certification (MCC), or its equivalent, and comply with its related rules and regulations. This certification must be completed within six (6) months of signing the Franchise Agreement; and must be obtained from Maid Green U (MGU). All managers, supervisors & trainers must complete the certification within sixty (60) days of accepting the position. You must have manager, supervisor & trainer certifications on file at all times. This Certification requires annual renewal.

There is a certification available for Cleaning Technicians, however, it is optional at this time.

Failure to comply with the above-stated timeframes will be assessed a fee as specified in the Manual.

XIII. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO INSURANCE

A. Overall Coverage Required

Franchisee shall procure, prior to opening the Business, and shall maintain in full force and effect during the term of this Agreement at Franchisee's expense, an insurance policy or policies protecting Franchisor, and the officers, directors, partners, and employees of both Franchisor and

Franchisee against any loss, liability, personal injury, death, property damage, or expense whatsoever arising or occurring upon or in connection with operating the Business. Franchisor and its affiliates shall be named as additional insured parties on all such policies.

Prior to the opening of the Business and thereafter at least thirty (30) days prior to the expiration of any such policy or policies, Franchisee shall deliver to Franchisor certificates of insurance evidencing the proper coverage with limits not less than those required hereunder. All certificates shall expressly provide that not less than thirty (30) days prior written notice shall be given to Franchisor in the event of material alteration to termination, non-renewal, or cancellation of, the coverage's evidenced by such certificates.

B. Insurance Carrier Must be Approved by Franchisor

Such policy or policies shall be written by an insurance company rated A-minus or better, in Class 10 or higher, by Best Insurance Ratings Service and satisfactory to Franchisor in accordance with standards and specifications set forth in the Manual or otherwise in writing, from time to time, and shall include, at a minimum (except as additional coverage's and higher policy limits may be specified by Franchisor from time to time), the following initial minimum coverage in the chart below. Refer to the Manual for all required, suggested, and optional insurance.

Type:	Minimum Coverage Amount	How Rated:
General Liability	$1,000,000	Per Occurrence
	$1,000,000	Damage to Rented Premises per Occurrence
	$2,000,000	In the Aggregate
Care, Custody and Control (Optional)	$ 2,000	Per Occurrence
Employee Practices Liability	$ 10,000	Per Occurrence
Products Comprehensive (Products Completed Operations)	$1,000,000	In the Aggregate
Bonding	$ 30,000	Per Employee
Workers' Compensation, Disability and Unemployment	As required by law	Per Employee
Personal and ADV Injury	$1,000,000	Per Person
Medical/Personal Injury Insurance	$ 10,000	Not less than per Occurrence
Business Interruption Insurance	$ 20,000	Not less than Per Month
Valuable Papers and/or Cyber Liability Insurance (Optional)	$ 100,000	In the Aggregate
Automobile Liability Insurance (If automobile is owned, non-owned, rented, scheduled or hired by the business)	$ 100,000	Per Person
	$ 20,000	Uninsured Motorist Per Accident
	$ 100,000	Per Combined Single Limit CSL (Both Bodily Image and Property Damage)
	$ 10,000	Uninsured Motorist per Person
	$ 100,000	Property Damage
Crime & Employee Dishonesty Insurance	$ 30,000	Per Occurrence

1. Commercial General Liability Insurance, including coverage for products-completed operations, contractual liability, personal and advertising injury, fire damage, medical expenses, having a combined single limit for bodily injury and property damage as defined in the above chart. All such coverages shall be on an occurrence basis and shall provide for waivers of subrogation.

2. Franchisee may also maintain comprehensive crime and blanket employee dishonesty insurance in an amount of not less than thirty thousand dollars ($30,000).

3. All-risk property insurance, including theft and flood coverage (when applicable), written at replacement cost value covering the leased Business premises, improvements, furniture, fixtures, equipment and inventory. Coverage shall be written in a value which will cover not less than eighty percent (80%) of the replacement cost of the leased Business premises and one hundred percent (100%) of the replacement cost of the contents of the leased Business premises.

4. Employer's Liability, Worker's Compensation, Unemployment Insurance and Disability Insurance, as required by state law.

5. Business interruption insurance of not less than twenty thousand dollars ($20,000) per month for loss of income and other expenses with a limit of not less than six (6) months of coverage.

Franchisee's obligation to obtain and maintain, or cause to be obtained and maintained, the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section XVII of this Agreement.

C. Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes

D. No Limitations on Coverage

Franchisee's obligations to obtain and maintain the foregoing insurance policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in this Agreement. Franchisee may maintain such additional insurance as it may consider advisable.

E. Franchisee Must Provide Evidence of Coverage to Franchisor

Upon obtaining the insurance required by this Agreement and on each policy renewal date thereafter, Franchisee shall promptly submit evidence of satisfactory insurance and proof of payment to Franchisor, together with, upon request, copies of all policies and policy amendments and endorsements. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be cancelled or materially altered without giving at least thirty (30) days' prior written notice to Franchisor.

F. Franchisor May Procure Insurance Coverage

Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as described from time to time by the Manual or otherwise in writing, Franchisor shall have the right and authority (but no obligation) to procure such insurance and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice from Franchisor.

XIV. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO ACCOUNTING AND RECORDS

A. Bookkeeping, Accounting and Records

Franchisee shall maintain during the term of this Agreement and shall preserve for a minimum of three (3) years, full, complete accurate records of sales, closeout sheets, payroll, and accounts payable in accordance with the standard accounting system described by Franchisor in the Manual or otherwise specified in writing.

B. Franchisor's Right to Audit

Franchisor or its designated agents shall have the right, at all reasonable times, to examine and copy, at Franchisor expense, the books, records, and tax returns of Franchisee and the Business. Franchisor shall also have the right, at any time, to have an independent audit made of the books of the Business. If an inspection should reveal that any payments to Franchisor have been understated in any report to Franchisor, then Franchisee shall immediately pay to Franchisor the amount understated upon demand, in addition to interest on such amount from the date such amount was due until paid, at the Default Rate, calculated on a daily basis. If an inspection discloses an understatement in any payment to Franchisor of two percent (2%) or more, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses relating to the inspection (including, without limitation, travel, lodging, meals and wage expenses and reasonable accounting and legal costs), and, at Franchisor's discretion, submit audited financial statements prepared, at Franchisee's expense, by an independent certified public accountant satisfactory to Franchisor. If an inspection discloses an understatement in any payment to Franchisor of four percent (4%) or more, such act or omission shall constitute grounds for immediate termination of this Agreement, as set forth in Section XXIV hereof. The foregoing remedies shall be in addition to any other remedies Franchisor may have pursuant to this Agreement and as provided at law and in equity.

C. Reporting of Gross Income

Franchisee shall submit to Franchisor during the term of this Agreement, after the opening of the Business, (a) a royalty report, on a one (1) month accounting period (the "**Accounting Period**") basis in the form prescribed by Franchisor from time to time, accurately reflecting all Gross Income during each preceding Accounting Period, and such other data or information as Franchisor may require, from time to time, said report to be received by Franchisor within ten (10) days from the end of each such Accounting Period; and (b) profit and loss statements, balance sheets and trial balances prepared in accordance with generally accepted accounting principles, consistently applied, for each accounting period, to be received by Franchisor within fifteen (15) days after the date of expiration of each period covered by the report, (c) copies of all tax returns relating to sales at the Business to be received by Franchisor within ten (10) days of the end of the state sales tax reporting period, and (d) such other data or information as Franchisor may require, from time to time.

D. Submission of Financial Statements

Franchisee shall, at its expense, submit to Franchisor, within thirty (30) days of the end of each calendar quarter during the term of this Agreement, on forms prescribed by Franchisor, a financial statement, which may be unaudited, for the preceding quarter, including both an income statement and balance sheet. Each financial statement shall be signed by Franchisee or by Franchisee's Treasurer or Chief Financial Officer, attesting that the statement is true and correct. Franchisee shall also, at its expense, submit to Franchisor within sixty (60) days of the end of each fiscal year of Franchisee during the terms of this Agreement, a complete financial statement for said fiscal year, including, without limitation, both an income statement and balance sheet, which may be unaudited, together with such other information in such form as Franchisor may require. Franchisee shall also submit to Franchisor the current financial statement and other forms, records, reports, information, and data as Franchisor may designate, in the form, and at the times and the places required by Franchisor, upon request, and as specified from time to time in the Manual or otherwise in writing.

E. Disclosure of Financial Statements

Franchisee hereby grants permission to Franchisor to release to Franchisee's landlord, lenders or prospective landlords or lenders, any financial and operational information relating to Franchisee and/or the Business; however, Franchisor has no obligation to do so.

F. Release of Records

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting and legal professionals, to release to Franchisor (or its designee) all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Sales, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor (or its designee) on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor (or its designee).

G. Customer Data Files

Franchisee shall follow Franchisor's instructions with respect to the collection, disposition, treatment, transmission and handling of customer data and similar information ("Customer Data"). Franchisee agrees that Customer Data is Franchisor's sole and exclusive property. Franchisee's use of Customer Data (even if Franchisee initially collected such data) shall be by virtue of this limited license from Franchisor only. Franchisee's license to use the Customer Data is limited to his/her use of the Customer Data solely in connection with Franchisee's Maid Green Made Clean Since 2006® business during the term of this Agreement. Upon expiration or termination of this Agreement, Franchisee shall destroy or, at Franchisor's instruction, transmit to Franchisor, all Customer Data and copies thereof. Franchisor may regularly capture data from Franchisee's system for the purpose of preserving Customer Data files. Customer Data is included in "Confidential Information" as defined in Section XVII below.

H. Computer System

Franchisee shall follow and adhere to the daily accounting and reporting procedures, operation procedures and telecommunication procedures as required by Franchisor, from time to time, and shall purchase accounting and reporting equipment, operations equipment and telecommunication equipment, including, but not limited to, the Computer System as required by Franchisor. The Computer System to be used in the Business shall possess several important features in order to facilitate the operation and internal accounting control of the Business. The hardware and software of the Computer System shall include the following, without limitation:

Required Computer Hardware:

- One desktop or laptop − Mac preferred
- iPad

Supporting Office System Equipment Requirements:

- Surge protector(s)/battery backup (as needed)
- Mouse (if applicable and optional)
- Monitor (if applicable and optional)
- Multi-port wireless router
- Keyboard (if applicable and optional)
- 4-in-1 inkjet printer/copier/scanner/fax
- Cables, wires & adapters – as required for system
- Speakers (if applicable)

Required Software Office Software System Requirements:

- The Customer Factor
- QuickBooks Plus Online (latest version)
- Microsoft Office® Professional (latest version)

Paid Security and Backup Software

Minimum System Requirements for Business PC:

Operating System	Windows (current U.S. version in English)
Processor	Intel Core i7 or similar
Processor Speed	Minimum 3.40 GHz
Standard Memory	16 GB
Drive Capacity	1 TB
Solid State Drive	32 GB
Video Memory	Up to 2 GB
Cache Memory	8 MB
Recordable DVD Drive Speeds	Maximum write (DVD±R), rewrite (DVD±RW) and read (DVD-ROM) speeds of the DVD±RW drive.
Additionally	Natively installed
Operating System Bit Version	Recommend 64-bit Processing

Minimum system requirements for Business MAC:

Operating System	Current Mac OS ver. 10.14 Mojave
Processor	Intel® 4th Generation
Processor Speed	2.7 GHz
Standard Memory	8 GB
Drive Capacity	1 TB
Solid State Drive	32 GB
Video Memory	Up to 2 GB
Cache Memory	8 MB
Recordable DVD Drive Speeds	Optional
Additionally	Natively installed
Operating System Bit Version	Recommend 64-bit Processing

Minimum System Requirements for the Business iPad:

Operating System	Apple iOS
Drive Capacity	16 GB
Display	7.9" LED-backlist display
Camera	5.0MP iSight camera with 1080p HD video recording
Camera	FaceTime HD camera
Wireless Capability	Wi-Fi with service contract with a carrier

You will need at least one desktop or laptop, one iPad, an iPhone with email capabilities, and a hard (land) line with a designated business phone number as assigned by Franchisor, with voicemail messaging. You must have high-speed Internet/Email with password protected Wi-Fi.

Additionally, the software of the Computer System shall include the following, without limitation:

1. Detailed client tracking ability.

2. Communication or polling ability for all sales information to be retrieved by Franchisee or Franchisor.

I. Webpage and Database Set-Up

We provide you with a webpage and the initial set-up of your database during the initial training program. You pay Us or our Affiliate a $900 non-refundable fee for these items at least fifteen (15) days before you begin training.

XV. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO USES OF NAMES AND MARKS

A. Names and Marks are Licensed by Franchisor

Franchisor warrants with respect to the proprietary Names and Marks that:

1. Pursuant to a license agreement originally dated December 12, 2014 between Petter Nahed d/b/a Maid Green Made Clean Since 2006®, the owner of the Federal Mark, Maid Green Made Clean Since 2006®, and Tesla LLC, a Florida limited liability company, Franchisor has the

right to use the Names and Marks to establish Maid Green Made Clean Since 2006® in the United States and Canada.

2. Pursuant to a license agreement originally dated May 1, 2014 between Petter Nahed d/b/a Maid Green Made Clean Since 2006®, the owner of the Florida Mark, Maid Green Made Clean Since 2006®, and Tesla LLC, a Florida limited liability company, Franchisor has the right to use the Names and Marks to establish Maid Green Made Clean Since 2006® in the United States and Canada.

3. Franchisor or its affiliate is taking and will take such steps as are reasonably necessary to preserve and protect the ownership and validity of such Names and Marks; and

4. Franchisor will use and permit Franchisee and other franchisees to use the Names and Marks with the System and standards attendant thereto, which underlie the goodwill associated with and symbolized by the Names and Marks.

B. Franchisee is Licensed to Use Names and Marks

With respect to Franchisee's franchised use of the Names and Marks pursuant to this Agreement, Franchisee agrees that:

1. Franchisee shall use only the Names and Marks as are approved in writing by Franchisor for Franchisee's use, and shall use them only in the manner authorized and permitted by Franchisor and that in any use whatsoever of the Names and Marks of Franchisor that the Names and Marks are identified as being registered to or owned by Franchisor;

2. Franchisee shall use the Names and Marks only in connection with the operation of the Business and in advertising for the Business conducted at or from the Accepted Location;

3. Franchisee shall use and display, as Franchisor may require in the operation of the Business, a notice in the form approved by Franchisor indicating that Franchisee is a "**Franchised Operator**" under the System and that the Names and Marks are used by Franchisee under such Franchise;

4. Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Business under the Name and Mark "**Maid Green Made Clean Since 2006®**;"

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

6. Franchisee shall not use the Names and Marks to incur any obligations or indebtedness on behalf of Franchisor;

7. Franchisee shall not use the Names and Marks or any part thereof as part of its corporate or other legal name;

8. Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registration, and shall execute any documents

deemed necessary by Franchisor or its counsel to obtain protection for the Names and Marks or to maintain their continued validity and enforceability; and

9. In the event any litigation involving the Names and Marks is instituted or threatened against Franchisee, Franchisee shall promptly notify Franchisor and shall cooperate fully with Franchisor in defending such litigation.

10. During the term of this Agreement and any renewal hereof, Franchisee shall identify itself as the owner of the Business in conjunction with any use of the Names and Marks, including, but not limited to, on invoices, order forms, receipts, and contracts, as well as at such conspicuous locations on the premises of the Business as Franchisor may designate in writing. The form and content of such identification shall comply with standards set forth in the Manual.

C. Sub-franchising/Agents

Franchisee shall not sublicense the use of the System or Marks to any person or entity. Except as may be permitted pursuant to Section XXII, Franchisee shall not grant any person or entity the right to perform any part of Franchisee's rights or obligations licensed hereunder.

D. Franchisee Will Not Challenge Franchisor's Rights in Its Names and Marks

Franchisee expressly understands and acknowledges that:

1. As between the parties hereto, Franchisor is the owner of all right, title, and interest in and to the Names and Marks and the goodwill associated with and symbolized by them;

2. The Names and Marks are valid and serve to identify the System and those who are franchised under the System;

3. Franchisee shall not directly or indirectly contest the validity or Franchisor's affiliate's ownership of the Names and Marks;

4. Franchisee's use of the Names and Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Names and Marks, except the non-exclusive Franchise granted herein;

5. Any goodwill arising from Franchisee's use of the Names and Marks in its Business under the System shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement and the Franchise herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Names and Marks;

6. Franchisor reserves the right to substitute different Names and Marks for use in identifying the System, the Business and other franchised businesses operating there under; and

7. Franchisee hereby agrees not to register or attempt to register the Names and Marks in Franchisee's name or that of any other firm, person or corporation.

8. The right and license of the Names and Marks granted hereunder to Franchisee is nonexclusive, and Franchisor thus has and retains the rights, among others:

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

b. To grant other licenses for the Names and Marks, in addition to those licenses already granted to existing franchisees; and

c. To develop and establish other systems using similar names and marks, or any other proprietary marks, and to grant licenses or franchises thereto at any location(s) whatsoever without providing any rights therein to Franchisee.

9. Franchisee understands and acknowledges that Franchisor has the unrestricted right to engage, directly or indirectly, through its or their employees, representatives, licensees, assigns, agents and others, at wholesale, retail and otherwise, in the production, distribution and sale of cleaning services and products bearing the Names and Marks licensed hereunder or other names or mark(s), including without limitation, cleaning services and products included as part of the System. Franchisee shall not under any circumstances engage in any wholesale trade or sale of System cleaning services and products for resale.

XVI. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO CONFIDENTIALITY OF PROPRIETARY INFORMATION

A. Confidentiality of Trade Secrets and Other Confidential Information

Franchisee acknowledges that Franchisor and its Affiliates shall disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Confidential Operations Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to use it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges that the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition that Franchisee (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the professional staff of Franchisee): (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor and its Affiliates to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section as to its employees, agents and representatives and shall be liable to Franchisor and its Affiliates for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them.

B. Franchisee Will Learn Proprietary Matters

Franchisee acknowledges that he or she will obtain knowledge of proprietary matters, techniques and business procedures or Franchisor that are necessary and essential to the operation of the Business, without which information Franchisee could not effectively and efficiently operate such

business, including, without limitation, knowledge regarding the System, the layout of the Business and the Manual. Franchisee further acknowledges that such proprietary information was not known to Franchisee prior to execution of this Agreement and that the methods of Franchisor are unique and novel to the System. As used herein, "**Proprietary Information**" shall mean confidential information concerning:

1. Persons, corporations or other entities which are, have been or will become Franchisees of the System and any investors therein;

2. Persons, corporations or other entities which are, have been or will become clients of the Business;

3. The terms of and negotiations relating to past or current Franchise Agreements with respect to the System;

4. The operating procedures of the System, including without limitation: distinctive management; bookkeeping and accounting systems and procedures; advertising, promotional and marketing methods; personnel hiring and training procedures; handling and storage of cleaning products and cleaning techniques; the manufacturers, suppliers and uses of equipment; and lists of vendors and suppliers;

5. The economic and financial characteristics of the System and Franchisees, including without limitation: pricing policies and schedules, profitability, earnings and losses, and capital and debt structures;

6. The services and products offered to clients of Businesses, including, without limitation, the scope of services performed and services refused; and

7. All documentation of the information listed in Sections XVI.B.1 through XVI.B.7 hereof, including, without limitation, the Manual. During the term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement, Franchisee agrees not to divulge, directly or indirectly, any Proprietary Information, without the prior written consent of Franchisor. Nothing contained herein shall be construed so as to require Franchisor to divulge any secret processes, formulas, or the like.

C. Additional Developments

All ideas, concepts, techniques or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor or its designated Affiliate and works made-for-hire for Franchisor or its designated Affiliate, and no compensation shall be due to Franchisee or its owners or employees, and Franchisee hereby agrees to assign to Franchisor or its designated Affiliate all right, title and interest in any intellectual property so developed. Franchisor or its designated Affiliate has the right to incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor or its designated Affiliate, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor or its designated Affiliate and shall sign any assignment or other document as Franchisor or its designated Affiliate requests to assist Franchisor or its designated Affiliate in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee

concepts and developments of other franchisees that are made part of the System. As Franchisor or its designated Affiliate may reasonably request, Franchisee shall take all actions to assist Franchisor's or its designated Affiliate's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

D. Exclusive Relationship

Franchisee acknowledges that Franchisor and its Affiliates would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Maid Green Made Clean Since 2006® franchisees if owners of Maid Green Made Clean Since 2006® Businesses and members of their immediate families or households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee (or any member of their immediate families or households), nor any officer, director, executive, manager or member of the professional staff of Franchisee, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

1. Divert or attempt to divert any business or customer of the Franchised Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

2. Own an interest in, manage, operate, or perform services for any Competitive Business wherever located.

E. Franchisee's Employees Will Not Disclose Proprietary Information

Franchisee may disclose Proprietary Information only to such of its employees, agents and representatives as must have access to it in order to operate the Business. Franchisee shall obtain from each such employee, representative or agent, an agreement that such person shall not during the course of his employment, representation, or agency with Franchisee, or for a period of five (5) years thereafter, use, divulge, disclose or communicate, directly or indirectly, in any form or manner, to any person, firm or corporation, any of the Proprietary Information of Franchisor.

F. Nondisclosure and Non-Competition Agreements with Certain Individuals

Franchisor has the right to require any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff of Franchisee to execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Upon Franchisor's request, Franchisee shall provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to this Section. Such agreements shall remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor and its Affiliates shall be third party beneficiaries with the right to enforce covenants contained in such agreements.

G. Reasonableness of Restrictions

Franchisee acknowledges that the restrictive covenants contained in this Section are essential elements of this Agreement and that without their inclusion, Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, its Affiliates, the System and the Marks and Franchisee waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable.

H. Injunctive Relief is Available to Franchisor

Franchisee acknowledges that any failure to comply with the requirements of this Section XVII will cause Franchisor irreparable injury, and Franchisor shall be entitled to obtain specific performance of, or an injunction against any violation of, such requirements; Franchisee waives any requirements for the posting of any bond(s) relating thereto. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against, violation of requirements of this Section XVI. The foregoing remedies shall be in addition to any other legal or equitable remedies which Franchisor may have.

I. Franchisor's Patent Rights and Copyrights

Franchisor has copyright protection for the Manual and certain marketing, sales, and operations literature. Furthermore, Franchisor claims rights to certain trade secrets and confidential information as discussed above.

J. Ownership of Operations Manuals

The Manual shall at all times remain the sole property of the Franchisor and shall be returned to the Franchisor immediately upon expiration or termination of this Agreement. If you fail to keep the Operations Manual at your place of business or fail to return at the end of the contract, transfer, sale and/or termination, penalties will apply.

XVII. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO TAXES, PERMITS AND LAWSUITS

A. Franchisee Must Notify Franchisor of Lawsuits

Franchisee shall notify Franchisor in writing within five (5) days of notice of the commencement of any action, suit, or proceeding against Franchisee, and of the issuance of any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which arises out of, concerns, or may affect the operation or financial condition of the Business, including, without limitation, any criminal action or proceedings brought by Franchisee against its employees, clients, or other persons.

B. Franchisee Must Comply with Laws

Franchisee shall, at Franchisee's expense, comply with all federal, state and local laws, rules, regulations and ordinances and shall timely obtain and shall keep in force as required throughout the term of this Agreement all permits, certificates and licenses necessary for the full and proper conduct of the Business, including, without limitation, any required permits, licenses to do business, industry-

specific certifications and/or licenses, fictitious name registrations, sales tax permits, and fire clearances. Copies of the above aforementioned should be sent to Franchisor upon all renewals and issuances.

C. Franchisee Must Pay Taxes Promptly

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

D. Franchisee May Contest Tax Assessments

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

XVIII. SPECIFIC OBLIGATION OF FRANCHISEE RELATING TO INDEMNIFICATION

A. Indemnification

Franchisee shall hold harmless and indemnify Franchisor, its Affiliates, all holders of a legal or beneficial interest in Franchisor and its Affiliates and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns thereof (collectively "Franchisor Indemnitees") from and against all losses, damages, fines, costs, expenses or liability (including reasonable attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon Franchisee's (a) ownership or operation of the Franchised Business; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (c) breach of any representation, warranty, covenant, or provision of this Agreement, the Membership Agreement, or any other agreement between Franchisee and Franchisor (or an Affiliate); (d) breach of the lease for the premises of the Franchised Business (if any); (e) defamation of Franchisor, any Affiliate or the System; (f) acts, errors or omissions committed or incurred in connection with the Franchised Business, including any negligent or intentional acts; or (g) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or other Confidential Information. The obligations of this Section XVIII shall expressly survive the termination of this Agreement.

B. Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnitee. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding.

In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor and its Affiliates have the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding

if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred.

If the exercise by Franchisor or its Affiliates of their rights under this Section to take remedial or corrective action, causes any of Franchisee's insurers to refuse to pay a third party claim, all causes of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor or its Affiliates (as applicable) without the need for any further action on either party's part.

Under no circumstances shall Franchisor or any Affiliate be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor or its Affiliates from Franchisee.

XIX. MISCELLANEOUS COVENANTS OF FRANCHISEE

A. Covenants are Independent

The parties agree that each covenant herein shall be construed to be independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Agreement is held to be unenforceable or unreasonable by a court or agency having competent jurisdiction in any final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resultant covenant were separately stated in and made a part of this Agreement.

B. Franchisee Will Not Compete Against Franchisor

Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational procedures, cleaning techniques and services, sales, promotional and marketing methods and techniques of Franchisor and the System. Franchisee covenants that, during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person, persons, or legal entity, own, maintain, operate engage in, be employed by, or have any interest in any business that is engaged in the same business as the Business, or a similar business, or employ or seek to employ any person who is at that time employed by Franchisor or by any other franchisee or affiliate of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment.

Franchisee further covenants that, except as otherwise approved in writing by Franchisor, Franchisee shall not, during the term of this Agreement and for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly for itself, or through, on behalf of, or in conjunction with, any person, persons, or legal entity, own, maintain, operate, engage in, be employed by, or have any interest in any business similar to the Business or that is engaged in the same business as the Business within the Territory or a twenty-five (25) mile radius of the Accepted Location designated hereunder, or any other Maid Green Made Clean Since 2006® Cleaning Services Unit in existence or planned as of the time of termination or expiration of this Agreement. For purposes of this Agreement, a business that provides any cleaning services or janitorial services and/or manufacturing of cleaning products will be deemed to be a business similar to the Business and shall be deemed a "Competitive Business."

C. Exception to Covenant Not to Compete

Section XIX.B hereof shall not apply to ownership by Franchisee of less than a five percent (5%) beneficial interest in the outstanding equity securities of any Publicly Held Corporation.

D. Franchisee Will Not Divert Business

During the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement, Franchisee covenants that it will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity:

1. Divert or attempt to divert business or clients or prospective clients of the Business with which or whom Franchisee has had contact during the term of this Agreement to any business or competitor by direct or indirect inducement or otherwise; or

2. Do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Names and Marks or the System or both; or

3. Induce, directly or indirectly, any person who is at that time employed by Franchisor to leave his or her employment. The provisions of this Section XIX.D shall apply only in the geographical area lying within the exclusive territory of the Business.

E. Post-Termination Covenant Not to Compete

1. Franchisee acknowledges that the restrictive covenants contained in this Section and in Section XVI are fair and reasonable and are justifiably required for purposes including, but not limited to, the following:

a. To protect the Trade Secrets and other Confidential Information and goodwill of Franchisor and its Affiliates;

b. To induce Franchisor to grant a Franchise to Franchisee; and

c. To protect Franchisor and its Affiliates against their costs in training Franchisee and its officers, directors, executives, professional staff and Designated Managers.

2. Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager or member of the professional staff of Franchisee, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity:

a. Own an interest in, manage, operate or provide services to any Competitive Business within twenty-five (25) miles of the location of any other Maid Green Made Clean Since 2006® Business in existence or under construction at the time of termination or expiration; or

b. Solicit or otherwise attempt to induce or influence any customer, employee or other business associate of Franchisor or any Affiliate to terminate or modify his, her or its business relationship with Franchisor or any Affiliate or to compete against Franchisor or any Affiliate.

c. In furtherance of this Section, Franchisor has the right to require certain individuals to execute standard form nondisclosure or non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2.

F. Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Confidential Operations Manuals or Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that suggests or represents a current association or connection with Franchisor. This Section is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Sections XIX or XXIV.

G. Franchisor Is Entitled to Injunctive Relief

Franchisee acknowledges that any failure to comply with the requirements of this Section XIX will cause Franchisor irreparable injury for which no adequate remedy at law may be available, and Franchisee hereby accordingly consents to the issuance by a court of competent jurisdiction of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section XIX and waives any requirement for the posting of any bond(s) relating thereto. Franchisor may further avail itself of any legal or equitable rights and remedies which it may have under the Agreement or otherwise.

H. Covenants Are Enforceable Independent of Claims

Franchisee expressly agrees that the existence of any claim it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants of this Section XIX. Franchisee further agrees that Franchisor shall be entitled to set off any amounts owed by Franchisor to Franchisee against any loss or damage to Franchisor resulting from Franchisee's breach of this Section XIX.

I. No Right of Set-Off

Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section XIX. Franchisee agrees to pay all damages, costs and expenses (including reasonable attorney's fees) incurred by Franchisor in connection with the enforcement of this Section XIX.

XX. OBLIGATIONS OF FRANCHISOR: SUPERVISION, ASSISTANCE OR SERVICES

Franchisor shall provide Franchisee with the following assistance and services:

A. Initial Training Program

1. Franchisor will provide an initial training program concerning the operation of the Business consisting of approximately thirty (30) hours of Administrative training, some of which may be virtual, in-person and/or a combination; and approximately fifty (50) hours of Hands-On training (the specific number of hours depends on our opinion of your experience and needs) at our training facility in Michigan or another location to be designated by Franchisor and/or at an operating MGM Cleaning Services Unit location.

Franchisor will also provide approximately sixteen (16) hours of Hands-On training (the specific number of hours depends on our opinion of your experience and needs) at your location. The first two (2) manager-level Maid Green Cleaning Certifications (MCC) certifications are included within Initial Training at no charge. The training session will begin approximately fifteen (15) days or more before the opening of the Business. The exact days will be mutually selected by Franchisor and Franchisee. Franchisee and/or his, her or its designated representative shall attend such training program at no charge to Franchisee. Franchisee shall be responsible for any travel, lodging, meal or other costs for the attendee(s) of the training program at Franchisor's Home Office. Franchisee must have at least one fully trained, full-time Manager operating the Business during the entire term of the Agreement. Either the Franchisee or Franchisee's Manager must attend the training sessions. Any person subsequently employed as a full-time manager, supervisor & trainers of the Business may be required by Franchisor to complete the initial training program. Satisfactory completion of all mandatory training sessions is required. Failure to do so shall constitute a material breach of this Agreement.

2. Franchisor shall also offer additional training resources, at a cost to Franchisee to be determined by Franchisor, to assist franchisee at their business location for hourly employees.

3. Franchisor shall provide such continuing advisory assistance to Franchisee in the operation, advertising and promotion of the Business as Franchisor deems advisable. Franchisor shall also provide refresher training programs for Franchisee and to Franchisee's employees as Franchisor deems appropriate.

4. Franchisor may, from time to time, provide to Franchisee, at Franchisee's expense, such advertising and promotional plans and materials for local advertising as described in Section XXI.J of this Agreement and may direct the discontinuance of such plans and materials, from time to time. All other advertising and promotional materials which Franchisee proposes to use must be reviewed and approved by Franchisor, pursuant to Section IX.D hereof.

5. Franchisor may conduct additional virtual or hands-on seminars, or other training programs for the benefit of Franchisee, and Franchisee (and/or Franchisee's employees) may attend any such seminar or program. Franchisor may charge a reasonable fee for such seminar or program if it is deemed appropriate. Any and all traveling, living and other expenses incurred by anyone attending training shall be paid by Franchisee.

6. Franchisee may make reasonable requests for training in addition to that specified above, and Franchisor shall provide such training, at Franchisee's expense, including without

limitation, any travel, lodging, meals, reasonable daily charges for Franchisor employees' time, and other related costs.

7. Franchisee shall complete and/or shall cause its employees to complete, to Franchisor's satisfaction, such other additional training as Franchisor may reasonably require from time to time.

8. Franchisor may provide Franchisee, from time to time, as Franchisor deems appropriate, such merchandising, marketing and other data and advice as may from time to time be developed by Franchisor and deemed by Franchisor to be helpful in the managing and operation of the Business.

9. Franchisor may provide such periodic individual or group advice, consultation and assistance, rendered by a personal visit, any type of virtual communication(s), telephone, or by video, newsletter or bulletins made available from time to time to all Maid Green Made Clean Since 2006® Cleaning Services franchisees, as Franchisor may deem necessary or appropriate.

10. Franchisor may provide such bulletins, brochures, manuals and reports, if any, as may from time to time be published by or on behalf of Franchisor regarding its plans, policies, developments and activities. In addition, Franchisor may provide such communication concerning new developments, techniques and improvements management which Franchisor feels are relevant to the operation of the Business.

11. Franchisor shall provide the requirements for a standardized system for accounting, cost control and inventory control.

12. Franchisor shall seek to maintain the high standards of quality, appearance, and service of the System, and to that end shall conduct, as it deems advisable, inspections of the Business franchised hereunder, and evaluations of the products sold and services rendered therein.

13. Franchisor is obligated to take any appropriate action to preserve the Names and Marks against unauthorized operations which infringe on such Names and Marks.

14. All obligations of Franchisor under this Agreement shall benefit only Franchisee, and no other party is entitled to rely on, enforce, benefit from or obtain relief for breach of such obligations, either directly or by subrogation.

B. <u>Site Selection and Acceptance</u>

Franchisee has the responsibility for selecting a site for the Business. Franchisor shall then review and accept or reject Franchisee's site selection and lease agreement, based on an analysis of local competing businesses, population density and other demographics, visibility and accessibility, traffic patterns, the neighborhood, suitability of the premises to be leased and other factors more fully described in Franchisor's Manual. The suitability of a site is determined on a case-by-case basis. Franchisor's acceptance of a site does not constitute a guarantee by Franchisor that the Business will be profitable at that site.

C. Vehicle Selection and Acceptance

Franchisee has the responsibility for selecting the vehicle(s) for the Business. Franchisor must also either accept your personal vehicle or accept your lease or purchase agreement of a new or used vehicle that meets our specifications, as detailed in the Manual, and we have the right to reject your personal vehicle, a proposed vehicle lease or purchase agreement.

D. Business-Layout and Design

If Franchisee leases an existing space in an existing building, Franchisor will assist the Franchisee with the layout and design of the Business within two weeks following the lease of the premises and delivery of the floor plan to Franchisor. The costs of leasehold improvements, signs, all equipment, furniture and fixtures for finishing out a Business are the responsibility of Franchisee.

Franchisor will provide mandatory and suggested specifications and layouts for vehicle interior; and vehicle wrap and/or exterior signage.

E. Electronic Mail (Email) Address of Franchisee

Franchisor shall create a custom electronic mail ("email") address for Franchisee consistent with the electronic mail addresses it creates for all Maid Green Made Clean Since 2006® franchisees. Franchisor will maintain, store, and update Franchisee's electronic mail information as needed in conjunction with the Franchised Business. Franchisor reserves the right to monitor Franchisee's electronic mail under such address for the purpose of evaluating its use with the Franchised Business. Franchisee agrees to use the email address solely in connection with the Franchised Business and to ensure Franchisor has unlimited access to the electronic mail address and communication and information distributed and disclosed among users of the electronic mail address.

F. Post-Training Assistance

In addition to the assistance rendered to Franchisee prior to opening, Franchisor will provide continuing consultation and advice regarding business, financial, operational, technical, pricing, legal, sales and advertising matters, products, management of supplies, styles and type of service, operation of the Business, and development of personnel policies. Franchisor will provide such assistance by any type of virtual communication(s), telephone, newsletter or bulletin, or, if the situation warrants, through on-site assistance of appropriate Franchisor personnel.

G. Operations Manual

In order to protect the reputation and goodwill of Maid Green Made Clean Since 2006® and to maintain high standards of operation under Maid Green Made Clean Since 2006® Proprietary Marks, Franchisee shall conduct its business in accordance with this Agreement and the Manual, which may include portable storage devices, PowerPoint® presentations, flash presentations, video, webinars, computer software, other electronic media or online/virtual means, and/or written materials, or other written directives which Franchisor may issue to Franchisee from time to time whether or not such directives are made part of the Manual, and any other materials created or approved for use in the operation of the Business by Franchisor, from time to time.

Franchisee shall at all times treat the Manual, any written directives of Franchisor, any business plans and specifications, and any other manuals created for or approved for use in the operation

of the Business, and any supplements thereto, and the information contained therein, in trust and as confidential information, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

The Manual, written directives, other manuals and materials, and any other confidential communications provided or approved by Franchisor, shall at all times remain the sole property of Franchisor and shall at all times be kept and maintained in a secure place on the Business premises.

Franchisor from time to time revise the contents of the Manual and the contents of any other manuals and materials created or approved for use in the operation of the Business, and Franchisee expressly agrees that each new or changed standard shall be deemed effective upon receipt by Franchisee or as specified in such standard.

Franchisee shall at all times insure that its copy of the Manual is kept current and up-to-date; and, in the event of any dispute as to the contents of the Manual, the master copy of the Manual maintained by Franchisor at Franchisor headquarters shall be controlling.

Any suggestions Franchisee may have concerning the improvement of products, equipment, uniforms, business facilities, service format and advertising are encouraged and shall be considered by Franchisor when adopting or modifying the standards, specifications and procedures for the System.

H. Suppliers

Franchisor shall provide Franchisee a list of designated and approved suppliers of necessary products, services and supplies.

I. Recommended Price Schedules

Franchisor reserves the right to advise Franchisees from time to time, concerning suggested retail prices. Franchisor also reserves the right to require minimum pricing on promotions, products and /or services throughout the franchise system.

J. Advertising and Promotion

Franchisor shall develop and provide creative materials for local and regional advertising and make such advertising materials available to its Franchisees for publication or distribution in the Franchisee's market area at Franchisee's own expense. Franchisor may be reimbursed for the creative and production costs for such items as billboard and/or signage design, radio, television and electronic media production, public relations campaigns, copy for newspaper, magazine advertisements, flyers, brochures, virtual advertisements, and other promotional material. Franchisor shall provide specific guidelines for advertising initiated by individual Franchisees and shall reserve the right to disapprove any advertising which, in Franchisor's opinion, is not in accordance with these guidelines. However, no approval shall be unreasonably withheld or denied. Immediately upon notification to do so, Franchisee shall discontinue any advertising that would, in Franchisor's opinion, be detrimental.

K. Start-up Welcoming Packet

Franchisor will provide you with a Start-up Welcoming Packet, within 15 days after you complete the initial training program that includes: four (4) polo shirts, ten (10) t-shirts, pens, brochures, and miscellaneous small promotional items.

XXI. FRANCHISE SYSTEMS / VARYING STANDARDS

A. Uniformity

Franchisee shall strictly comply and shall cause the Franchised Business and its employees to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Confidential Operations Manual or other communications supplied to Franchisee by Franchisor and its Affiliates.

B. Modification of the System

1. Franchisee understands and agrees that the System must not remain static if it is to meet (without limitation) presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other market place variables, and if it is to best serve the interests of Franchisor, Franchisee, and the network of all other franchisees. Accordingly, Franchisee expressly understands and agrees that Franchisor may from time to time change the components of the System, including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System, abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons, adding to, deleting from or modifying those products, programs and services which Franchisee's Franchised Business is authorized and required to offer, modifying or substituting equipment, signage, trade dress, decor, color schemes and uniform specifications and operation attributes which Franchisee is required to observe hereunder, and changing, improving, modifying or substituting the Proprietary Properties. Franchisee expressly agrees to comply with any such modifications, changes, additions, deletions, substitutions and alterations, provided, however, that such changes shall not materially and unreasonably increase Franchisee's obligations hereunder. Franchisee shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed.

2. Except as provided herein, Franchisor shall not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any of the modifications contemplated hereby. Franchisee hereby covenants not to commence or join in any litigation or other proceeding against Franchisor or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. Finally, Franchisee expressly waives any claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

C. Variance

Because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole and absolute discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of

population, business potential, population or trade area, existing business practices, or any other condition which Franchisor deems to be of importance to the successful operation of such Franchisee's business. Franchisee shall not have any right to complain about a variation from standard specifications and practices granted to any other Franchisee and shall not be entitled to require Franchisor to grant to Franchisee a like or similar variation.

XXII. SALE OF FRANCHISE

A. Assignment by Franchisee

This Agreement restricts Franchisee's right to assign the Agreement to a third party. Neither this Agreement, nor any of Franchisee's rights or privileges, shall be assigned, transferred, shared, redeemed or divided by operation of law or otherwise, in any manner, without the prior written consent of Franchisor, which consent will not be withheld or delayed unreasonably. In granting any such consent, Franchisor may impose reasonable conditions, including, without limitation, the following:

1. Franchisee must be in full compliance with the terms of this Franchise Agreement, including being paid in full on all fees due and payable to us or our affiliate;

2. The proposed assignee (or its partners, managers, directors, officers, or controlling shareholders, if it is a corporation or partnership) must meet the then-applicable standards of Franchisor;

3. The proposed assignee must not operate a franchise, license or other business offering services similar to those offered by the Business;

4. The assignee must execute and agree to be bound by the then current Franchise Agreement offered by Franchisor, which may contain terms and provisions that are materially different from the terms and provision from this Agreement or which materially alter the rights or obligations of Franchisee under this Agreement;

5. Franchisor shall not charge such assignee an Initial Franchise Fee for the Franchise but will charge a transfer fee of five thousand five hundred dollars ($5,500). There is no charge if the Franchise Agreement is transferred to an entity you control. If Franchisor determines that training is required, assignee will attend training at Franchisor's Home Office as required under the then current Franchise Agreement. Franchisor shall have the right to require Franchisee and its owners to execute a general release of Franchisor in a form satisfactory to Franchisor's counsel as a condition to its approval of assignment or other transfer of the Franchise;

6. Franchisee shall have substantially complied with all of the terms and provisions of this Agreement, any amendment hereof or successor hereto, or any other agreements between the Franchisee and Franchisor, its subsidiaries or affiliate and, at the time of transfer, shall not be in default thereof;

7. The transferor shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances;

8. The transferee (and, if the transferee is other than an individual, such principals and/or owners of a beneficial interest in the transferee as Franchisor may request) shall enter into a written assumption agreement, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement and/or any new franchise agreement, as hereinafter provided;

9. The transferee shall demonstrate to Franchisor's satisfaction that the transferee meets Franchisor educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the Business (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Business.

10. The transferee (and, if the transferee is other than an individual, such principals and/or owners of a beneficial interest in the transferee as Franchisor may request) shall execute, for a term ending on the expiration date of this Agreement and with such renewal term, if any, as may be provided by this Agreement, the standard form franchise agreement then being offered to new System franchisees and such other ancillary agreements as Franchisor may require for the Business, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty rate, advertising contribution, and service charge for goods; provided; however, that the transferee shall not be required to pay an initial franchise fee;

11. The transferee, at its expense, shall upgrade the Business to conform to the then-current standards and specifications of the new entry System and shall complete the upgrading and other requirements within the time specified by Franchisor;

12. Franchisee shall remain liable for all of the obligations to Franchisor in connection with the Business prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

13. Franchisee shall agree to remain obligated under the covenants against competition of this Agreement as if this Agreement had been terminated on the date of the transfer;

14. At the transferee's expense, the transferee and, if applicable, the transferee's designated individual manager shall complete any training programs then in effect for franchisees upon such terms and conditions as Franchisor may reasonably require, and franchisee to pay for all travel expenses, including, but not limited to: airfare, lodging, meals and entertainment;

15. The transferee shall agree to a sublease or to a transfer and assignment, and assumption of the lease of the Business site from the original franchisee and shall obtain the landlord's approval if required prior to any transfer or sublease, if applicable.

B. Assignment by Franchisor

Franchisor has an unrestricted right to transfer or assign all or part of its rights or obligations under this Agreement to any assignee or other legal successor to the interests of Franchisor.

C. Transfer to a Controlled Entity

1. If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Franchisee ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

a. The Controlled Entity is newly organized, and its charter or articles of formation provides that its activities are confined exclusively to the operation of the Franchised Business;

b. Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

c. All obligations of Franchisee to Franchisor and its Affiliates are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section XXII.A.5;

d. The Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

e. All holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guarantying the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

f. Each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

g. Copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

2. The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

3. Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims Franchisor or its Affiliates may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's or any Affiliate's right to demand compliance with the terms of this Agreement.

D. Transfer Upon Death, Mental or Physical Incapacity

Upon the death, mental or physical incapacity of any person with an interest in the Business, the executor, administrator, or personal representative of that person must transfer his interest to a third party approved by Franchisor within six (6) months of mental or physical incapacity, or within nine (9) months of death. These transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same restrictions and conditions as any *inter vivos* transfer. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the conditions of this Agreement, the personal representative of the deceased Franchisee shall have a reasonable time to dispose of the deceased's interest in the Business, which disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement.

Pending assignment, upon the death of the Principal, or in the event of any temporary or permanent mental or physical disability of the Principal, a manager shall be employed for the operation of the Business who has successfully completed Franchisor's training courses to operate the Business for the account of Franchisee. If after the death or disability of the Principal, the Business is not being managed by such trained manager, Franchisor is authorized to appoint a manager to maintain the operation of the Business until an approved assignee will be able to assume the management and operation of the Business, but in no event for a period exceeding one (1) year without the approval of the personal representative of the Principal; such manager shall be deemed an employee of Franchisee. All funds from the operation of the Business during the period of management by such appointed or approved manager shall be kept in a separate fund and all expenses of the Business, including compensation of such manager, other costs and travel and living expenses of such appointed or approved manager (the "**Management Expenses**"), shall be charged to such fund. As compensation for the management services provided, in addition to the Fees due hereunder, Franchisor shall charge such fund the full amount of the direct expenses incurred by Franchisor during such period of management for and on behalf of Franchisee, provided that Franchisor shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee, the Principal or personal representative of the Principal, the Entity or any person or entity having an interest therein for any debts, losses or obligations incurred by the Business, or to any creditor of Franchisee or the Principal during any period in which it is managed by a Franchisor - appointed or approved manager.

E. Sale of Franchised Business

If Franchisee (or its owners) desires to sell the Business, or part or all of the ownership of the Business, then Franchisor will reasonably assist Franchisee (or its owners) in connection therewith. If Franchisee (or its owners) shall obtain a bona fide written offer to purchase the Business, or such ownership, such offer shall be submitted promptly to Franchisor. For a period of thirty (30) days from the date of Franchisor's receipt of such offer, Franchisor shall have the right, exercisable by written notice to Franchisee (or its owners), to purchase the Business, or such ownership, for the price and on the same terms and conditions contained in such offer, provided that Franchisor may substitute cash for any form of payment proposed in such offer. If Franchisor does not exercise its right of first refusal, the bona fide written offer may be accepted by Franchisee or its owners, subject to the prior written approval of Franchisor. To enable Franchisor to determine whether it will exercise its option, Franchisee and the seller shall provide such information and documentation, including financial statements, as Franchisor may require. In the event that Franchisor elects to purchase said interest, closing on such purchase must occur within ninety (90) days from the date of notice to the seller of the election to purchase said Interest by Franchisor. Failure of Franchisor to exercise the option afforded by this Section XXII.E shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this

Section XXII, with respect to a proposed transfer of any Interest. Any subsequent change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer.

F. Sales or Transfers to Family Excepted

If Franchisee, or any of its owners, proposes to sell or otherwise transfer the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder to a member of Franchisee's (or its owners') family, then the terms and conditions of this Section XXII shall be inapplicable. Nothing in this Section XXII.F shall be construed to relieve Franchisee from full compliance with the terms and conditions of Section XXII.A prior to a sale or transfer to family pursuant to this Section.

XXIII. TERMINATION OF FRANCHISE

A. Impact of Statutes Upon Franchise Agreement

Nothing contained in this Agreement is intended to, nor shall it have the impact of negating any rights relating to franchise termination under the law of Franchisee's state.

Termination or modification of a lease or contract upon the bankruptcy of one of the parties may be unenforceable under the Bankruptcy Abuse Prevention and Consumer Protection Act (BAPCPA) of 2005, Title 11, U.S. Code, as amended.

B. By Franchisor with Right to Cure

Franchisee acknowledges that the strict performance of all the terms of this Agreement is necessary not only for protection of Franchisor, but also the protection of Franchisee and other franchisees of Franchisor. As a result, Franchisee therefore acknowledges and agrees that strict and exact performance by Franchisee of each of the covenants and conditions contained herein is a condition precedent to the continuation of this Agreement. If Franchisee shall breach any material provision of this Agreement, then Franchisor shall notify Franchisee in writing of such breach, specifying its nature and giving Franchisee five (5) days, or such longer period as applicable law may require, in which to remedy same. Notwithstanding the foregoing, Franchisee shall cure violations of health, safety or sanitation laws within 72 hours' notice. If Franchisee shall fail to remedy such breach, then Franchisor can terminate this Agreement and the Franchise effective five (5) days, or such longer period as applicable law may require, after delivery of notice of termination to Franchisee.

C. Termination by Franchisor without Right to Cure

Notwithstanding the foregoing, Franchisee shall be deemed to be in breach and Franchisor, at its option, may terminate this Agreement and all rights granted under it, without affording Franchisee any opportunity to cure the breach, effective immediately upon Franchisor notifying Franchisee in writing of such breach, if Franchisee does any of the following:

1. Abandons, surrenders, or transfers control of the operation of the Business or fails to continuously and actively operate the Business, unless precluded from doing so by damage to the premises of the Business due to war, act of God, civil disturbance, natural disaster, labor dispute or other events beyond Franchisee's reasonable control;

2. Fails to secure the Business site within 45 days after Franchise Agreement's effective date; however, Franchisor may grant one thirty (30) day extension within which to open the business, upon Franchisee's written request and documentation of the status of the application(s) ten (10) days prior to the date of the thirty (30) day extension request;

3 Consistently fails or refuses to submit when due any financial statement, tax return or schedule, or to pay when due the Base Royalty Fees, or any other payments due Franchisor or its affiliate;

4. Operates the Business in a manner that violates any federal, state, or local law, rule, regulation or ordinance;

5. Has made a material misrepresentation or omission on the application for the Franchise;

6. Transfers, assigns, or sub-franchises this Agreement without having the prior written consent of Franchisor, as set forth herein;

7. Discloses or divulges the contents of the Manual or any other Proprietary Information provided to Franchisee by Franchisor;

8. Repeatedly fails to substantially comply with any of the requirements imposed by this Agreement, whether or not cured after notice;

9. Engages in any activity or commits a breach of this Agreement which may have a material adverse effect on Franchisor or the Names and Marks;

10. Fails or refuses to comply with any provision of this Agreement or any other agreement between Franchisor and Franchisee relating to the Business or the Franchise, and does not correct such failure or refusal within thirty (30) days after written notice of such failure or refusal to comply is delivered to Franchisee;

11. Is convicted of a felony or has pleaded *nolo contendere* to a felony;

12. Engages in dishonest or unethical conduct or other conduct which may have a materially adverse impact on the Marks or the reputation of Franchisor or the System.;

13. Fails to promptly discharge any valid lien placed against the property of the business;

14. Makes an assignment for the benefit of creditors or an admission of Franchisee's inability to pay its obligations as they become due;

15. Files a voluntary petition in bankruptcy or any pleading seeking any reorganization, arrangement, disposition, adjustment, liquidation, dissolution or similar release under any law, or admitting or failing to contest the material allegations of any such pleading filed against him, or is adjudicated bankrupt or insolvent, or a receiver is appointed for a substantial part of the assets of Franchisee or the Business, or the claims of creditors of Franchisee or the Business are abated or subject to a moratorium under any laws;

16. Becomes insolvent or makes a general assignment for the benefit of creditors;

17. If a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee;

18. If a receiver or other custodian (permanent or temporary) of the Business, Franchisee, or Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction or by private instrument or otherwise;

19. If proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee;

20. If a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved or is wound up;

21. If execution is levied against Franchisee's business or property or against any ownership interest in Franchisee;

22. If any real or personal property of Franchisee's Business shall be sold after levy thereupon by any sheriff, marshal, or constable;

23. If, in violation of the terms of Sections XII, XIV and/or XVI hereof, Franchisee, its principals, representatives, agents or employees disclose or divulge the contents of the Manual or other confidential information provided to Franchisee by Franchisor, or if Franchisee maintains false books or records, or submits any false reports to Franchisor;

24. If any inspection of Franchisee's records discloses an understatement of payments due Franchisor of four percent (4%) or more.

25. If Franchisee's alternate candidate for management training shall not adequately complete such management training program, after either Franchisee or Franchisee's designated individual previously failed to complete adequately the management training.

D. By Franchisee

If Franchisee is in compliance with this Agreement and Franchisor breaches this Agreement and fails to cure such breach within thirty (30) days after written notice thereof is delivered to Franchisor, then Franchisee may terminate this Agreement and the franchise effective thirty (30) days after delivery to Franchisor of notice thereof.

XXIV. FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION

A. Franchisee Shall Cease Operating Business

Franchisee shall immediately cease to operate the Business under this Agreement, and shall not thereafter, directly or indirectly, represent itself to the public or hold itself out as a present or former Franchisee of Franchisor. In the event that Franchisor elects to exercise its right to assume the lease for the Approved Location, Franchisee shall tender possession of the premises to Franchisor upon demand.

B. Franchisee Shall Cease Using Names and Marks

Franchisee further agrees that, upon termination or expiration of this Agreement, Franchisee shall immediately and permanently cease to use, by advertising, or any manner whatsoever, any confidential methods, procedures, descriptions of products, and techniques associated with Franchisor and the Names and Marks and any proprietary marks and distinctive forms, slogans, symbols, signs, logos or devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, stationery, forms, and any other articles which display the Names and Marks. Franchisee shall comply with the covenant not to compete and the agreement to maintain the confidentiality of proprietary information.

C. Franchisee Shall Cease Using Confidential Information

Cease to use the Trade Secrets, Confidential Information, the System and the Marks including, without limitation, all signs, slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks;

D. Franchisee May Not Adopt Confusingly Similar Names and Marks

Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Names and Marks, either in connection with such other business or in the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's exclusive rights in and to the Names and Marks, and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor or a former association or connection with Franchisor.

E. Franchisee Shall Cancel Assumed Names and Transfer Phone Numbers

Franchisee further agrees that upon termination or expiration of this Agreement, it will take such action that may be required to cancel all assumed names or equivalent registrations relating to its use of any Names or Marks and to notify the telephone company and listing agencies of the termination or expiration of Franchisee's right to use any telephone number in any classified ad and any other telephone directory listings associated with the Names and Marks or with the Business and to authorize transfer of same to Franchisor. Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole rights to and interest in all telephone number and directory listings associated with any Names or Marks of the Business. Franchisee further authorizes Franchisor, and hereby appoints Franchisor as its attorney in fact, to direct the telephone company and all listing agencies to transfer same to Franchisor, should Franchisee fail or refuse to do so, and the telephone company and all listing agencies may accept such direction in this Agreement as conclusive evidence of the exclusive rights of Franchisor in such telephone numbers and directory listings and its authority to direct their transfer.

F. Franchisee Must Return Manual and Other Materials

Franchisee further agrees that upon termination or expiration of this Agreement, it will immediately return to Franchisor all copies of the Manual, training aids and any other materials which have been loaned to it by Franchisor. Franchisee further agrees to turn over to Franchisor any other manuals, computer programs, software, client lists, records, files, instructions, correspondence and

brochures, and any and all other confidential and proprietary materials relating to the operation of the Business in Franchisee's possession, custody, or control, and all copies thereof (all of which are acknowledged to be Franchisor's property), and only Franchisee's copy of this Agreement and any correspondence between the parties, and any other document copies which Franchisee reasonably needs for compliance with any provision of law may be retained by Franchisee. The failure to comply within the stated time period will result in the imposition of a Manual Handling Fee, plus interest if applicable.

G. Franchisor May Purchase Franchisee's Assets and/or Equipment

Franchisor shall have the right (but not the obligation), to be exercised by notice of intent within thirty (30) days after termination or expiration, to purchase any or all of the Franchisee's inventory, equipment, supplies, signs, advertising materials and/or items bearing Franchisor's Names and Marks, and/or used in connection with the operation of the Business, at fair market value (less the amount of any outstanding liens or encumbrances and any amounts owed to Franchisor). If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by Franchisor, and determination of such appraiser shall be binding. If Franchisor elects to exercise any option to purchase as herein provided, it shall have the right to set off all amounts due from Franchisee, and the cost for the appraisal, if any, against any payment therefore.

H. Franchisee Must Pay Monies Owed to Franchisor

Franchisee shall pay to Franchisor, within fifteen (15) days after the effective date of termination or expiration of this Agreement, such Royalties, National Fund contributions, payments for inventory, equipment or merchandise, or any other sums owed to Franchisor by Franchisee, which are then unpaid. Thereafter, Franchisee shall continue to pay Franchisor a Royalty for any and all Gross Income earned during the term of this Agreement and received by Franchisee after the effective date of termination or expiration of this Agreement within fifteen (15) days after receipt. Franchisee shall pay to Franchisor all damages, costs, and expenses, including reasonable attorney's fees, incurred by Franchisor in obtaining injunctive or other relief for the enforcement of any provisions of Section XIX.

I. Liquidated Damages

Upon termination of this Agreement according to its terms and conditions, and as a result of a material breach of this Agreement by Franchisee, Franchisee agrees to pay to Franchisor within fifteen (15) days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the average value of the Royalties Franchisee paid during the twelve (12) months of operation preceding the effective date of termination multiplied by (a) a minimum of twenty-four (24), being the numbers of months in two (2) full years, or (b) the numbers of months remaining in the Agreement had it not been terminated, whichever is less.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages Franchisor would incur from this Agreement's termination and the loss of cash flow from Royalties due to, among other things, the complications of determining what costs, if any, Franchisor might have saved and how much the Royalties would have grown over what would have been this Agreement's remaining term. The parties hereto consider the liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers Franchisor's damages from the loss of cash flow from the Royalties. It does not cover any other damages, including damages to its reputation with the public and landlords and damages arising from a violation of any provision of this Agreement

other than the Royalty section. Franchisee and each or its owners agree that the liquidated damages provision does not give Franchisor an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty section.

J. Comply with All Other Applicable Provisions

Franchisee shall comply with all other applicable provisions of this Agreement.

XXV. ENFORCEMENT

A. Franchisee May Not Withhold Payments Due Franchisor

Franchisee agrees that he, she or it will not withhold payments of any Base Royalty Fees or any other amounts of money owed to Franchisor for any reason, on grounds of alleged nonperformance by Franchisor of any obligation hereunder. All such claims by Franchisee shall, if not otherwise resolved by Franchisor and Franchisee, be submitted to arbitration as provided in this Agreement.

B. Severability and Substitution of Valid Provisions

All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable law or rule requires a greater prior notice of the termination of this Agreement than is required hereunder or requires the taking of some other action not required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof.

Notwithstanding the above, each of the covenants contained within this Agreement shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or other Confidential Information or on competition to the maximum extent provided or permitted by law.

C. Applicable Law

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), the Federal Arbitration Act, or other federal law, this Agreement will be interpreted under the laws of the State of Florida (the "**State**"), and any dispute between the parties will be governed by and determined in accordance with the substantive internal laws of the State, which laws shall prevail in the event of any conflict of law.

D. Dispute Resolution

1. Except for actions that are related to or based on the Names or Marks, which, at Franchisor's sole discretion, may be submitted to binding arbitration or to a court of competent jurisdiction in the State, all disputes, claims or controversies (collectively "**Claims**") between Franchisor, its subsidiaries and affiliated companies or their shareholders, officers, directors, limited liability company members or managers, partners, agents and employees, as applicable (collectively "**Franchisor Parties**"), and Franchisee or its employees, officers, directors, limited liability company members or managers, partners, guarantors, or Principal Operators, as applicable (collectively "**Franchisee Parties**") arising out of or related to this Agreement or the System, will be submitted for arbitration to the office of the American Arbitration Association ("**AAA**") closest to the Franchisor, on demand of either party. The

term "**Claim**" shall have the broadest reasonable meaning, including initial claims, counterclaims, crossclaims and third-party claims. The term "**Claim**" shall include any dispute about the validity, enforceability, arbitrability or scope of this arbitration provision. However, any dispute that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court to decide. Notwithstanding the language above, if the action is based on a separate agreement or instrument between Franchisor and Franchisee (such as a promissory note or lease), the dispute resolution provision in that agreement or instrument will control rather than this Section. Arbitration proceedings will be conducted in Miami-Dade County, Florida and will be heard by a single arbitrator in accordance with the then-current Rules of the AAA that apply to commercial arbitration. The Arbitrator must have a minimum of five (5) years of experience in franchise and distribution law; be a Certified AAA Arbitrator; and the arbitration shall be conducted in English. The parties agree that, in connection with any arbitration proceeding, each will file any compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within 30 days after the date of the filing of the claim to which it relates. This Section D.1 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

2. Arbitration will be conducted on an individual basis only. Neither party shall commence any arbitration with a third party against the other or join with any third party in any arbitration involving Franchisor and Franchisee. Further, neither Franchisor nor Franchisee shall attempt to consolidate or otherwise combine in any manner an arbitration proceeding involving any Franchisor Party and any Franchisee Party with another arbitration of any kind, nor shall Franchisor or Franchisee attempt to certify a class or participate as a party in a class action against the other. Notwithstanding the foregoing, if Franchisee controls, is controlled by, or is in active concert with another franchisee of Franchisor, or if there is a guarantor of some or all of the Franchisee's obligations to Franchisor, then the joinder of those parties to any arbitration between Franchisor and Franchisee shall be permitted; and in all events, the joinder of an owner, director, officer, limited liability company member or manager, partner or other representative or agent of Franchisor or Franchisee shall be permitted.

3. As any breach by Franchisee of any of the restrictions contained herein would result in irreparable injury to Franchisor and its Affiliates, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, notwithstanding anything to the contrary contained in this Agreement Franchisor and Franchisee will each have the right in a proper case to obtain injunctive relief (whether a restraining order, preliminary injunction or a permanent injunction) from a court of competent jurisdiction. Each party agrees that the other party may have such temporary or preliminary injunctive relief, without bond, but upon due notice, and with the sole remedy in the event of the entry of such injunctive relief being the dissolution of such injunctive relief, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of such injunction being expressly waived by each party). Franchisor's and its Affiliates' rights herein shall include pursuing injunctive relief through arbitration or in state or federal court.

4. The arbitrator will have the right to award or include in the award any relief with he/she deems proper in the circumstances, including without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, in accordance with this provision; provided that the arbitrator will not award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award.

5. Any party may apply to the arbitrator for reasonable discovery from the other. The arbitrator shall have the right to impose sanctions against a party that fails or refuses to

respond to discovery allowed by the arbitrator, including but not limited to an award in favor of the party requesting the discovery.

E. Consent to Jurisdiction

If a claim is asserted in any legal proceeding involving any Franchisee Party and any Franchisor Party which is not subject to mandatory arbitration, as specified in Section D.1 above, the parties agree that the exclusive venue for disputes between them will be in the state and federal courts of Miami-Dade County, Florida, and each waives any objection either may have to the personal jurisdiction of or venue in the state and federal courts in and for Florida. Each of the Franchisor Parties and the Franchisee Parties waives its right to a trial by jury.

F. Dispute Resolution Expenses

The prevailing party in any action arising out of or related to this Agreement (including an action to compel arbitration) is entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees and costs of collecting monies owed, in addition to all amounts and damages awarded. If both parties are awarded a judgment in any dollar amount, the court or arbitrator, as applicable, shall determine the prevailing party taking into consideration the merits of the claims asserted by each party, the amount of the judgment received by each party and the relative equities between the parties.

G. Limitation of Claims

Any claim concerning the Franchised Business or this Agreement or any related agreement will be barred unless an action for a claim is commenced within one (1) year from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

H. Interest on Default

Upon a default concerning money owed by Franchisee to Franchisor, Franchisor is entitled to recover interest on the past due amount at the rate of the lesser of 18% per annum or the highest rated permitted by applicable law, accruing from the date of default until fully paid.

I. Modifications by an Arbitrator or Court

Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that results from a court or arbitrator of competent jurisdiction striking from any of the provisions hereof any portion or portions held to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from a court or arbitrator of competent jurisdiction reducing the scope of any promise or covenant. If any court or arbitrator of competent jurisdiction declares any provision(s) or covenant(s) (including but not limited to, any covenant not to compete) of this Agreement unenforceable because of unreasonableness or being overly broad or any other reason, the Franchisee agrees to be bound to Franchisor under the terms and conditions of such provision or covenant to the maximum extent allowed by law. The remaining provisions of this Agreement shall not be affected by such modification.

J. Rights of Parties Are Cumulative

The rights of Franchisor and Franchisee are cumulative, and the exercise or enforcement by Franchisor or Franchisee of any right or remedy shall not preclude the exercise or enforcement by Franchisor or Franchisee of any other right or remedy hereunder which Franchisor or Franchisee is entitled by law to enforce by the provisions of this Agreement or of the Manual.

K. Judicial Enforcement, Injunction and Specific Performance

Franchisor shall have the right to enforce by judicial process its right to terminate this Agreement for the causes enumerated in Section XXIII of this Agreement, to collect any amounts owed to Franchisor for any unpaid Base Royalty Fees, or other unpaid charges due hereunder, arising out of the business conducted by Franchisee pursuant hereto, and to pursue any rights it may have under any leases, subleases, sales, purchases, or security agreements or other agreements with Franchisee. Franchisor shall be entitled, without bond, to the entry of temporary or permanent injunctions and orders of specific performance enforcing any of the provisions of this Agreement. If Franchisor secures any such injunction or orders of specific performance, Franchisee agrees to pay to Franchisor an amount equal to the aggregate costs of obtaining such relief, including, without limitation, reasonable attorneys' fees, costs of investigation, court costs, and other litigation expenses, travel and living expenses, and any damages incurred by Franchisor as a result of the breach of any provision of this Agreement.

L. Construction

Any other agreements or instruments referred to herein or which relate to the purchase or lease by Franchisee from Franchisor of any furniture, fixtures, signs, equipment, merchandise, or the like, constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between Franchisor or Franchisee relating to the subject matter of this Agreement. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit, or construe the contents of those sections or paragraphs. The term "**Franchisee**" as used herein is applicable to one or more persons, a corporation or partnership, as the case may be, the singular usage includes the plural, and the masculine and neuter usages include the other and the feminine. References to "**Franchisee**" applicable to an individual or individuals shall mean the principal owner or owners of the equity or operating control of Franchisee if Franchisee is a corporation or partnership.

M. Binding Effect

This Agreement is binding upon the parties hereto and their respective permitted assigns and successors in interest.

N. There Are No Unwritten Agreements; Operations Manual is Subject to Change

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless a subsequent modification in writing is signed by the parties hereto. The Manual may be amended at any time by Franchisor, however, and Franchisee shall adapt its methods or procedures to comply with the requirements thereof.

O. Entire Agreement

This Agreement, the documents referred to herein, and the attachments hereto, if any, constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede all prior agreements. Except for those acts permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Regardless of anything contained herein to the contrary, nothing contained in this Agreement or any related agreement is intended to disclaim the representation made by Franchisor in the Franchise Disclosure Document.

P. Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement. Franchisor's Affiliates are hereby named as third-party beneficiaries as to any rights conferred upon them in this Agreement, whether they be expressly stated or implied.

Q. Third-Party Beneficiaries

Except as otherwise indicated in this Agreement, with regard to Franchisor's Affiliates, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

R. Force Majeure

Except for monetary obligations hereunder, or as otherwise specifically provided in this Franchise Agreement, if either party to this Agreement shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other causes beyond the reasonable control of the party required to perform such work or act under the terms of this Agreement not the fault of such party, then performance of such act shall be excused for the period of the delay, but in no event to exceed ninety (90) days from the stated time periods as set forth in Article I of this Franchise Agreement.

XXVI. APPROVALS AND WAIVERS

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

Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee or in connection with any consent, or by reason of any neglect, delay, or denial of any request therefore.

No failure of Franchisor to exercise any power reserved to it by this Agreement or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or

practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. Waiver by Franchisor of any particular default or breach by Franchisee shall not affect or impair Franchisor's rights with respect to any subsequent default or breach of the same, similar or different nature, nor shall any delay, forbearance, or omission, breach or default by Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

XXVII. AUTHORITY

Franchisee or, if Franchisee is a corporation, limited liability company or partnership, the individuals executing this Agreement on behalf of such corporation, limited liability company or partnership, warrant to Franchisor, both individually and in their capacities as partners, members or officers, that all shareholders of the corporation, members of the limited liability company or all the partners in the partnership , as the case may be, have read and approved this Agreement, including the restrictions which this Agreement places upon their right to transfer their respective interests in the corporation, limited liability company or partnership, as set forth in Section XXII herein.

XXVIII. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified, registered or express mail, return receipt requested, or by overnight delivery service, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party.

Notices to:
Tesla, LLC
9825 NE 2nd Ave. #530461
Miami Shores, FL 33153
Attention: Franchise Department

Notices to Franchisee:

_____
Name of Franchisee

_____

_____
Address of Franchisee

Any notice by certified, registered or express mail, or overnight delivery service, shall be deemed to have been given at the earlier of the date and time of receipt or refusal of receipt or, if by mail, three (3) business days after being deposited in the United States mail.

[Signatures contained on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement on this date _____/_____2024.

Tesla, LLC

By: _____
Petter K. Nahed
President and Managing Partner

Franchisee

By: _____
Individually and as _____

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

EXHIBIT 1 TO FRANCHISE AGREEMENT

PERSONAL GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS PERSONAL GUARANTY AND ASSUMPTION OF OBLIGATIONS ("***Guaranty***") is given this _____ day of _____ 202__, by each person (and his or her spouse) who, directly or indirectly, owns an equity interest in _____ d/b/a _____ _____ or its affiliate company(ies) ("***Franchisee***").

In consideration of, and as an inducement to, the execution of the Franchise Agreement of even date (the "***Franchise Agreement***") by Tesla, LLC (the "***Company***"), each of the undersigned hereby personally and unconditionally (1) guaranties to the Company and its successors and assigns, for the term of the Franchise Agreement and thereafter as provided in the Franchise Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant included in the Franchise Agreement; and (2) shall be personally bound by, and personally liable for the breach of each and every provision in the Franchise Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

Each of the undersigned waives: acceptance and notice of acceptance by the Company of the foregoing undertakings; notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guarantied; protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guarantied; any right if may have to require that an action be brought against Franchisee or any other person as a condition of liability; and any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (1) its direct and immediate liability hereunder shall be joint and several; (2) he or she shall render any payment or performance require under the Franchise Agreement upon demand if Franchisee fails or refuse punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by the Company of any remedies against Franchisee or any other person; and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence, which the Company may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Franchise Agreement.

The undersigned agrees to pay all expenses paid or incurred by the Company in enforcing the Franchise Agreement and this Guaranty against Franchisee and against the undersigned and in collecting or attempting to collect any amounts due thereunder and hereunder, including reasonable attorneys' fees if such enforcement or collections is by or through an attorney-at-law. Any waiver, extension of time or other indulgence granted from time to time by the Company, its agents, its successors or assigns, with respect to the Franchise Agreement, shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

This Guaranty is personal to each of the undersigned and the obligations and duties imposed herein may not be delegated or assigned; provided, however, that this Guaranty shall be binding upon the successors, assigns, and personal representatives of each of the undersigned. This Guaranty shall inure to the benefit of the Company, its affiliates, successors and assigns.

If any one or more provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Guaranty shall be construed to bind the undersigned to the maximum extent permitted by law that is subsumed within the terms of such provision as though it were separately articulated herein.

The Guaranty shall be interpreted and construed under the laws of the State of Florida, which laws shall prevail in the event of any conflict of law. The undersigned agree that any action, suit or proceeding to enforce this Guaranty or arising hereunder of concerning the interpretation of this Guaranty shall be subject to arbitration to the same extent as provided in Section XXV of this Franchise Agreement.

Each of the undersigned hereby acknowledges that (i) it is a condition to the granting of the Franchise Agreement to Franchisee the each of the undersigned shall execute and deliver this Guaranty to the Company, (ii) that the Company has entered into the Franchise Agreement in reliance upon the agreement of the undersigned to do so, and (iii) that, as owners of Franchisee, the undersigned have received adequate consideration to support their execution of this Guaranty. This Guaranty does not grant or create in the undersigned any interests, rights or privileges in the Franchise or the Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature as of the same day and year as the Franchise Agreement was executed.

GUARANTOR(S) (INCLUDING ALL SPOUSES)	PERCENTAGE OF OWNERSHIP IN FRANCHISEE
_____ Print Name: _____	_____%
_____ Print Name: _____	_____%

EXHIBIT 2 TO FRANCHISE AGREEMENT

DEFINED TERRITORY

Type of Territory: _____

Defined Territory: _____

_____

_____

_____

The exact address of the Location and/or CenterPoint is: _____

_____

EXHIBIT MAP TO FRANCHISE AGREEMENT

DEFINED TERRITORY MAP

EXHIBIT 3 TO FRANCHISE AGREEMENT

Maid Green Made Clean Since 2006® UNIT DESIGNATION(S)

Check to indicate which option(s) is/are being purchased:

Check All that apply	**MGM**	**Initial Franchise Fee**
	Eco-One Unit	
	Executive Unit	
	Conversion Unit	
	Other:	
	Other:	
	Other:	
	Other:	
	Other:	
TOTAL Initial Franchise Fee		$

IN WITNESS WHEREOF, the parties have caused this Selection to be signed by their duly authorized representatives.

Tesla, LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE

By: _____
Name: _____
Title: _____
Date: _____

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

EXHIBIT 4 TO FRANCHISE AGREEMENT

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

BETWEEN FRANCHISEE AND INDIVIDUAL (I.E. EMPLOYEES)

This "**Agreement**" made as of the ____ day of _____, 20____, (the "**Effective Date**") is by and between Tesla, LLC ("**Franchisor**") and _____ ("**Franchisee**"), and _____ _____ ("**Individual**").

W I T N E S S E T H:

WHEREAS, Franchisee is a party to that certain Maid Green Made Clean Since 2006® Business Franchise Agreement ("**Franchise Agreement**") by and between Franchisee and Franchisor; and

WHEREAS, Franchisee desires Individual to have access to or to review certain Trade Secrets and other Confidential Information of the Franchisor, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to Franchisor's Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such Trade Secrets or other Confidential Information to compete against Franchisor, Franchisee or any other franchisee of Franchisor now or in the future.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Recitals

The above preamble and recitals are true and correct and incorporated into this Agreement.

2. Trade Secrets

Individual understands Franchisee possesses and will possess the Franchisor's Trade Secrets, which is important to its business. For purposes of this Agreement, "**Trade Secrets**" is information, without regard to form including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, pro-formas, strategic plans, product plans, lists of actual or potential customers or suppliers which are not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Individual understands Franchisee's providing of access to the Trade Secrets creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets.

3. Confidential Information

For purposes of this Agreement, "**Confidential Information**" means technical and non-technical information used in or related to the Maid Green Made Clean Since 2006® Franchised business and not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified as confidential when delivered by the Franchisor. Confidential Information shall not include, however, any information established by documentary evidence that: (a) is now or subsequently becomes generally available to the public through no fault of the Individual; (b) the Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

4. Confidentiality/Non-Disclosure

a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any of the Franchisor's Trade Secrets or other Confidential Information.

b) Individual's obligations under paragraph 2(a) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee as an officer, director, executive or manager of Franchisee or a holder of a legal or beneficial interest in Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Individual shall (and Franchisee is entitled to) communicate Individual's obligations under this Agreement to any future customer or employer of Individual to the extent deemed necessary by Franchisee for protection of Franchisee's rights and obligations herein.

5. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

b) The Franchisor reserves the right to reduce the scope of the obligations under the covenants contained in Articles XVI.B and XVI.E of the Franchise Agreement unilaterally and without the consent of any other person or entities effective upon giving notice thereof.

c) If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

d) This Agreement shall be effective as of the Effective Date and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns.

e) Individual shall reimburse Franchisee for any and all costs and attorney fees incurred by Franchisee in the enforcement of the terms of this Agreement.

f) The failure of either party to insist in any one or more instances upon performance of any terms and conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) The Franchisor shall be a third-party beneficiary of this Agreement.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY; AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

IN WITNESS WHEREOF, Franchisee has caused this Agreement to be executed by its duly authorized officer and Individual has executed this Agreement, as of the Effective Date.

WITNESS:

_____

_____
Printed Name

WITNESS:

_____

_____
Printed Name

WITNESS:

_____

_____
Printed Name

INDIVIDUAL:

_____

_____
Printed Name

FRANCHISEE:

_____

By: _____

Its: _____

FRANCHISOR:
Tesla, LLC

By: _____

Its: _____

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

EXHIBIT C

FINANCIAL STATEMENTS

TESLA, LLC

INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS

FOR THE THREE-YEAR PERIOD ENDED DECEMBER 31, 2023

EXHIBIT C
FINANCIAL STATEMENTS

Attached as Exhibit C are our financial statements for Tesla, LLC for the three-year period ended December 31, 2023.

TESLA, LLC

Financial Statements

Three Years Ended December 31, 2023

Daryle W Yergler CPA, LLC
Certified Public Accountant
1395 S Marietta Pkwy
Bldg 100 Suite 112
Marietta, GA 30067

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Daryle W Yergler CPA, LLC
1395 S Marietta Pkwy
Bldg 100 Suite 112
Marietta, GA 30067

Independent Auditor's Report

To the Members of:
Tesla, LLC
Miami, FL

Report on the Audit of the Financial Statements

Opinion
We have audited the financial statements of Tesla, LLC, which comprise the balance sheets as of December 31, 2023, 2022 and 2021 and the related statements of income, changes in members' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes to the financial statements. In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Tesla, LLC as of December 31, 2023, 2022 and 2021 and the results of its operations and its cash flows for the three years in the period ended December 31, 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Tesla, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Tesla, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute

assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Tesla, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Tesla, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Daryle W. Yergler CPA LLC
April 12, 2024

TESLA, LLC
BALANCE SHEETS

	Dec 31, 2023	Dec 31, 2022	Dec 31, 2021
ASSETS			
Current Assets:			
Cash	$ 9,019	$ 17,564	$ 30,087
Accounts Receivable - net	3,084	16,688	12,401
Total Current Assets	12,103	34,252	42,488
NonCurrent Assets:			
Fixed Assets - Net	-	240	439
Other Assets	-	-	-
Total Other Assets	-	240	439
Total Assets	$ 12,103	$ 34,492	$ 42,927
LIABILITIES AND MEMBERS' EQUITY			
Current Liabilities:			
Accounts Payable	$ 3,888	$ 2,884	$ 989
Total Current Liabilities	3,888	2,884	989
Members' Equity	8,215	31,608	41,938
Total Liabilities and Members' Equity	$ 12,103	$ 34,492	$ 42,927

See accompanying notes to the financial statements

TESLA, LLC
STATEMENTS OF INCOME

	2023	2022	2021
Revenues			
Royalties and Franchise Fees	$ 93,377	$ 96,282	$ 71,446
Total Revenues	93,377	96,282	71,446
Operating Expenses			
Advertising	6,187	9,884	5,326
Janitorial Supplies	-	384	-
Payroll & Related Costs	53,218	43,836	-
General & Administrative Costs	31,129	35,819	20,116
Depreciation	240	199	278
Professional Fees	14,547	13,200	12,792
Total Operating Expenses	105,321	103,322	38,512
Income (Loss) from Operations	(11,944)	(7,040)	32,934
Other Income (Expense):			
Interest Expense	-	-	-
Penalties	(310)	(100)	-
Total Other Income (Expense)	(310)	(100)	-
Net Income (Loss)	$ (12,254)	$ (7,140)	$ 32,934

See accompanying notes to the financial statements

TESLA, LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY

	2023	2022	2021
Members' Equity, Beginning of Year	$ 31,608	$ 41,938	$ 28,315
Member Contributions (Distributions)	(11,139)	(3,190)	(19,311)
Net Income (Loss)	(12,254)	(7,140)	32,934
Members' Equity, End of Year	$ 8,215	$ 31,608	$ 41,938

See accompanying notes to the financial statements

TESLA, LLC
STATEMENTS OF CASH FLOWS

	2023	2022	2021
Cash Flows from Operations:			
Net Income (Loss)	$ (12,014)	$ (7,140)	$ 32,934
Reconciliation of net income (loss) to net cash provided by (used in) operating activities:			
Depreciation & Amortization	240	199	278
Write-off of Receivable	-	-	-
Net Change in Operating Assets/Liabilities	14,368	(2,392)	(2,159)
Net Cash Provided by (Used in) Operating Activities	2,594	(9,333)	31,053
Cash Flows from Investing Activities:			
Purchases of Fixed Assets	-	-	-
Net (Increase) Decrease in Other Assets	-	-	-
Net Cash Provided by (Used in) Investing Activities	-	-	-
Cash Flows from Financing Activities:			
Member Contributions	-	-	-
Member Distributions	(11,139)	(3,190)	(19,311)
Net Cash Provided by (Used in) Financing Activities	(11,139)	(3,190)	(19,311)
Net Increase (Decrease) in Cash	(8,545)	(12,523)	11,742
Cash at the beginning of the year	17,564	30,087	18,345
Cash at the end of the year	$ 9,019	$ 17,564	$ 30,087

See accompanying notes to the financial statements

TESLA, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. **Nature of Operations**: Tesla, LLC (the Company) is a limited liability company organized under the laws of the State of Florida on July 25, 2013. The Company was organized to engage in business as a franchisor. The Company's franchisees operate under the "Maid Green Made Clean Since 2006" trademark and offer professional eco-friendly cleaning services throughout the United States of America.

B. **Basis of Accounting**: For financial reporting purposes, the Company uses the accrual basis of accounting, which recognizes revenues when earned and expenses when incurred.

C. **Revenue Recognition**: Franchise fees and royalties include revenues the Company earns in the form of initial and recurring fees and royalties. The Company's franchise agreements provide for an initial franchise fee and continuing royalty payments based upon net sales. Initial franchise fees are not recognized as income until all material services or conditions relating to the sale have been substantially performed and satisfied. Royalty revenue is recognized as earned. Fees for other services provided to the franchisees are billed separately, as services are performed. The initial franchise fees are generally not refundable, except under specific circumstances.

D. **Concentrations of Credit Risk:** The Company deposits its cash in high quality financial institutions. Its deposits have not exceeded federally insured limits.

E. **Use of Estimates**: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

F. **Fixed Assets**: Expenditures for equipment are carried at cost less accumulated depreciation. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets, generally ranging from 3-5 years.

G. **Income Taxes**: The financial statements do not include a provision for income taxes or liabilities because the Company does not incur federal or state income taxes. Instead, its earnings, losses and tax credits are included in the members' income tax returns.

H. **Fair Value Measurements**: All assets and liabilities of the Company are carried at cost, which approximates their fair value. Fair value is the amount that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The Company uses a three-level hierarchy for fair value measurements based upon the transparency of inputs to the valuation of the asset or liability as of the measurement date. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as defined below:

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT)

- Level 1 – Valuation is based upon quoted prices for identical instruments traded in active markets.
- Level 2- Valuation is based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and model-based valuation techniques for which all significant assumptions are observable in the market.
- Level 3- Valuation is generated from model-based techniques that use significant assumptions not observable in the market. These unobservable assumptions reflect the reporting entity's own estimates of assumptions market participants would use in pricing the asset or liability.

NOTE 2 – FIXED ASSETS, NET

Fixed assets, net consisted of the following:

	As of December 31,		
	2023	2022	2021
Computers and related equipment	$ 1,389	$ 1,389	$ 1,389
Less: Accumulated Depreciation	1,389	1,149	950
Fixed Assets, net	$ 0	$ 240	$ 439

NOTE 3 - RELATED PARTY TRANSACTIONS

In 2019, an owner of the Company opened a new franchise which pays the Company royalties. Such payments totaled $15,895, $15,506, and $11,680 in 2023, 2022 and 2021, respectively. Those amounts are included in Royalties and Franchise Fees income on the accompanying Statements of Income.

NOTE 4 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 12, 2024, the date the financial statements were available to be issued.

Form F – Consent of Accountant

CONSENT

Daryle W Yergler CPA, LLC consents to the use in the Franchise Disclosure Document issued by Tesla, LLC ("Franchisor") on April 12, 2024, as it may be amended, of our report dated April 12, 2024, relating to the financial statements of the Franchisor as of December 31, 2023, 2022 and 2021 and for each of the three years then ended.

Daryle W Yergler CPA, LLC

EXHIBIT C
FINANCIAL STATEMENTS

Attached as Exhibit C are our financial statements for Tesla, LLC for the six-month period ended June 30, 2024.

TESLA, LLC.

Financial Statements (Unaudited)

As of June 30, 2024 and for the
Six Month Period Then Ended

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TESLA, LLC
BALANCE SHEET
UNAUDITED

	As of June 30, 2024
ASSETS	
Current Assets:	
Cash	$ 7,132
Accounts Receivable - net	8,072
Total Current Assets	15,203
Noncurrent Assets:	
Furniture & Equipment	1,389
Less: Accumulated Depreciation	(1,389)
Net Fixed Assets	(0)
Total Assets	$ 15,203
LIABILITIES AND MEMBERS' EQUITY	
Current Liabilities:	
Accounts Payable	$ 2,957
Total Current Liabilities	2,957
Members' Equity:	12,247
Total Liabilities and Members' Equity	$ 15,203

See accompanying notes to the financial statements

TESLA, LLC
STATEMENT OF INCOME
UNAUDITED

	Six Month Period Ended June 30, 2024
Revenues	
Royalties and Franchise Fees	$ 54,663
Total Revenues	54,663
Operating Expenses	
Advertising	4,044
Professional Fees	7,065
Payroll & Related Costs	23,272
General & Admin Costs	15,925
Total Operating Expenses	50,306
Operating Income (Loss)	4,357
Other Income (Expenses)	-
Net Income (Loss)	$ 4,357

See accompanying notes to the financial statements

TESLA, LLC.
STATEMENT OF CHANGES IN MEMBERS' EQUITY
UNAUDITED

	Six Month Period Ended June 30, 2024
Members' Equity, Beginning of Period	$ 8,215
Member Contributions (Distributions)	(325)
Net Income	4,357
Members' Equity, End of Period	$ 12,247

See accompanying notes to the financial statements

TESLA, LLC.
STATEMENT OF CASH FLOWS
UNAUDITED

	Six Month Period Ended June 30, 2024
Cash Flows from Operations:	
Net Income (loss)	$ 4,357
Reconciliation of net income (loss) to net cash provided by (used in) operating activities:	
Change in Operating Assets/Liabilities	(5,919)
Net Cash Used In Operating Activities	(1,562)
Cash Flows from Investing Activities:	
Net receipts (payments) from investing activities	-
Net Cash Provided by (Used In) Investing Activities	-
Cash Flows from Financing Activities:	
Member Distributions	(325)
Net Cash Provided by (Used in) Financing Activities	(325)
Net Decrease in Cash	(1,887)
Cash at the beginning of the period	9,019
Cash at the end of the period	$ 7,132

See accompanying notes to the financial statements

TESLA, LLC.
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. **Nature of Operations**: Tesla, LLC (the Company) is a limited liability company organized under the laws of the State of Florida on July 25, 2013. The Company was organized to engage in business as a franchisor. The Company's franchisees operate under the "Maid Green Made Clean Since 2006" trademark and offer professional eco-friendly cleaning services throughout the United States of America.

B. **Basis of Accounting**: For financial reporting purposes, the Company uses the accrual basis of accounting.

C. **Revenue Recognition**: The Company earns revenues in the form of initial and recurring franchise fees and royalties, and therefore recognizes such revenues in accordance with Statement of Financial Accounting Standards ASC 606. Initial franchise fees are recognized as revenue when all material services and conditions have been substantially completed or satisfied and no other material conditions or obligations related to the determination of substantial performance exist, provided such fees are distinct from the franchise license. Franchise fees related to licenses are deferred over the life of the agreement. Royalty fees and any other fees charged in accordance with the agreements are recognized as revenues when earned.

D. **Concentrations of Credit Risk**: The Company cash balances have not exceeded federally insured limits.

E. **Use of Estimates**: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the balance sheet, which management considered in formulating its estimate could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from estimates.

F. **Income Taxes**: The financial statements do not include a provision for income taxes and tax assets or liabilities because the Company does not incur federal or state income taxes. Instead, its earnings, losses and tax credits are included in the members' income tax returns.

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT)

G. **Fair Value Measurements**: The Company follows ASC 820-10, "Fair Value Measurements". ASC 820-10 provides a definition of fair value, establishes a framework for measuring fair value under Generally Accepted Accounting Principles ("GAAP") and requires expanded disclosure about fair value measurements. The standard applies when GAAP requires or allows assets or liabilities to be measured at fair value and, therefore, does not expand the use of fair value in any new circumstance. The fair value of financial instruments to be classified as assets or liabilities approximate their carrying value, principally because of the short maturity of those items.

NOTE 2 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through August 2, 2024, the date the financial statements were available to be issued.

EXHIBIT D

OPERATIONS MANUAL TABLE OF CONTENTS

Table of Contents for Maid Green Made Clean Since 2006®

Total Pages = 1,341*

Article Number	*Article Heading*	
Pre-Opening Manual		Total Pages—176*
Article I	Welcome to Maid Green Made Clean Since 2006®	6
Article II	Franchisor Management Listings	5
Article III	Franchisee Obligations	19
Article IV	Set-Up Timeline	4
Article V	Business Setup Guidelines	55
Article VI	Getting Started	25
Article VII	Vendors, Equipment & Inventory	16
Article VIII	Advertising	37
Article IX	Miscellaneous Information	4
Article X	Remodeling & Improvement Reference	2
Human Resource Guide		Total Pages—337*
Article I	Introduction to the Human Resource Guide	5
Article II	Suggested New Hire Process	39
Article III	Suggested Interview Follow-Up	9
Article IV	Suggested Post Hiring Procedures	23
Article V	Engaging an Independent Contractor	10
Article VI	Suggested Payroll Practices	31
Article VII	Suggestions to Avoid Employee Lawsuits	7
Article VII	Suggested Employee Policies	24
Article IX	Suggested Discipline Practices	13
Article X	Suggested General Human Resource Policies	47
Article XI	Job Description—All Positions	35
Article XII	Orientation, Training & Development—All Positions	37
Article XII	Federal Employment Rules and Regulations	50
Article XIV	Updates	1
Article XIV	Support Materials	1
General Operations Manual		Total Pages—531*
Article I	Welcome to Maid Green Made Clean Since 2006®	6
Article II	Franchisor Management Listings	5
Article III	Franchisee Obligations	19
Article IV	Our Basic Principles	7

Article V	Menu of Services Offered	5
Article VI	Customer Service Standards	29
Article VII	Office Workflow & Procedures	68
Article VIII	General Procedures	34
Article IX	Office Manager/Administrative Assistant	24
Article X	Sales & Marketing	27
Article XI	General Cleaning Procedures & Information	37
Article XII	Office Manager/Field Technician Helper	7
Article XIII	Field Technician & Cleaning Technician	17
Article XIV	Team Leader/Janitorial Supervisor	14
Article XV	Industry Laws & Regulations	30
Article XVI	In-House Sanitation	27
Article XVII	Management	38
Article XVIII	Legal & Safety Requirements	48
Article XIX	Administrative	13
Article XX	Standards Enforcement/ Supervisor Field Inspections	6
Article XXI	Financial Reporting Requirements & Format	19
Article XXII	Forms	29
Article XXIII	Specialty Glossaries	17
Article XXIV	Support Material	1

Advertising Manual Total Pages—68*

Article I	Advertising Basics	14
Article II	Building Connections	5
Article III	Exterior Advertising	5
Article IV	Virtual Advertising	10
Article V	Traditional Advertising	15
Article VI	Press Release	9
Article VII	Employment−Job Advertising	4
Article VIII	FDD References	3

Business Reference Guide Total Pages—229*

Article I	Introduction to the Business Reference Guide	3
Article II	Business Information References	32
Article III	Department of Labor References	76
Article IV	FLSA References	37
Article V	Glossaries	78

*Includes title pages and the following pages to be signed by the Franchisee: Confidentiality, Disclaimer and Acknowledgement of Receipt.

EXHIBIT E-1

FRANCHISEES
AS OF 12/31/2023

GLENVIEW
Sezuo Daudu & Smart Daudu
dba Maid Green Glenview
SMVRTCleaning, LLC 1245 Milwaukee Ave.,
Suite 203
Glenview, IL 60025
872-228-6243

FOX VALLEY
Petter Nahed,
dba MGM Fox Valley, LLC
143 S Lincolnway, Suite B
North Aurora, IL 60542
630-552-6243

MIAMI
Evie and Roy Weddle
dba Maid Green Miami
EVRO Green, LLC
941 NE 79th St
Miami, FL 33138
305-757-0575

BLOOMFIELD
Thomas Barron and Nelson M. Ayala
dba Maid Green Bloomfield
2851 Orchard Lake Rd.
Keego Harbor, MI 48320
810-688-6243

NOVI
Jawwad Sayed
dba Maid Green Novi
AJ Alliance, LLC
305 N Pontiac Trail, Suite F
Walled Lake, MI 48390
313-389-6243

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EXHIBIT E-2

BUSINESSES NOT YET OPEN
AS OF 12/31/2023

Nelson M. Ayala,
dba Maid Green Livonia
MI2MI, LLC
305 N Pontiac Trail, Suite F
Walled Lake, MI 48390
734-648-6243

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EXHIBIT E-3

FORMER FRANCHISEES

Emin Hatam 13 Indale Ave. Staten Island, NY 10309 646-897-5773	

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EXHIBIT F

STATE SPECIFIC DISCLOSURE SUPPLEMENTS AND FRANCHISE AGREEMENT ADDENDA

STATE ADDENDA

Following this page are Disclosure Supplements and/or Addenda to the Franchise Agreement for the following states:

1. Illinois

You must sign the signature page for this exhibit if:
(1) you are an individual resident of any of these states; or
(2) you are an entity formed in any of these states; or
(3) you are an entity with your principal place of business in any of these states; or
(4) your Territory will be in any of these states.

If none of these conditions applies, then this exhibit is not applicable to you.

ILLINOIS

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Illinois:

1. To the extent that the Agreement would otherwise violate Illinois law, these sections are amended by providing that all litigation by or between you and us, arising directly or indirectly from the franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

2. The Illinois Franchise Disclosure Act, as amended, applies to this transaction and supersedes any conflicting provisions of the Agreement or State of Incorporation law.

3. Any provision in the Agreement that would require you to waive any right granted by the Illinois Franchise Disclosure Act is deleted from Agreement.

IN WITNESS WHEREOF, the parties hereto have duly signed this document as of the Effective Date of the Franchise Agreement between the parties.

Franchisor:

By: _____ Date: _____

_____
(printed name)

Franchise Applicant:

By: _____ Date: _____

_____
(printed name)

By: _____ Date: _____

_____
(printed name)

EXHIBIT G

ELECTRONIC DEPOSITORY TRANSFER ACCOUNT AGREEMENT

AUTHORIZATION AGREEMENT FOR DIRECT WITHDRAWALS (ACH DEBITS)

I (we) hereby authorize Tesla, LLC, hereinafter called COMPANY, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any credit entries in error to my (our) Checking account at the depository financial institution, hereinafter called DEPOSITORY, and to credit the same to such account. I (we) understand that we will receive notification of such debits to our account if we provide a direct fax number or e-mail address below, or otherwise it shall be by ordinary mail. I (we) agree to reimburse the COMPANY for all costs or expenses it may incur if we do not have sufficient funds in the account on the date of the scheduled debit or on any future attempted debit of that amount. I (we) understand that our failure to have such necessary funds in the account on the scheduled due date is evidence of non-payment, and that the COMPANY may proceed to take any action it deems necessary to collect a debt due to our failure to pay or to have such sufficient funds on account for payment of the debt.

DEPOSITORY NAME _____

CITY _____ STATE _____

ROUTING NO. _____ ACCOUNT NO. _____

☐ Withdraw total first week of month ☐ Withdraw weekly on Fridays

☐ Withdraw on 5th and 25th of month ☐ Withdraw on 15th of month

☐ Other – please specify: _____

**Attach a voided check for verification.

I understand that this is a continuing authorization for the COMPANY to initiate debit transactions to my account listed above upon my written or verbal authorization. This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Franchise Company Name _____

Authorized Signer(s):

_____ _____

Signer 1 Signer 2

_____ _____

Printed Name Printed Name

Date _____ Fax No. _____

E-mail Address _____

EXHIBIT H

SCHEDULE A

ONGOING FEES PAID TO THIRD PARTIES

Type of Fee	Amount	Due Date	Remarks
Transfer involving a broker	Actual broker's fee	Before transfer	If a broker is involved in a transfer, you or the buyer must pay the broker's fee.
Local Advertising [1]	Weekly minimum beginning month four (4)	Monthly as agreed with Franchisor and third-party suppliers	You must spend this amount on local advertising, as detailed in the Manual. A report must be submitted to us by the 10th day of the month.
Rent [2]	As Agreed	As Incurred	Payable to landlord.
Utilities and/or Common Area Maintenance (CAM) [2]	Cost of Service	As Agreed with Third Party Sources	You must pay utility costs of electric, water and gas, and/or CAM. Costs will vary depending on location and type of service needed.
Alarm / Security Surveillance System	Minimum of $40 per month	As Agreed with Third Party Source	You must subscribe to a security surveillance system from a designated or approved vendor whose services meet our standards and specifications, as detailed in our Manual.
iPhone and Landline Phone Monthly Service	Minimum $250 per month (cost per month will vary by carrier); (cost may increase and vary by provider)	As Agreed with Third Party Source	You must have an iPhone and landline phone service provider from a designated or approved vendor whose services meet our standards and specifications. Costs will vary depending on optional services.
Computer Systems, Maintenance, and Support	Cost of Service	As Incurred	We, our Affiliate, or a third party may charge you a fee for any proprietary software or technology that we, our affiliates or an approved third party have provided by license to you and for other maintenance and support services that we or an approved third party might provide in the future.
Internet Antivirus, Internet Security, Virtual Data and File Backup Storage Services	$388 per year (cost may increase)	As Incurred	If you choose a PC based system, you must subscribe to an Internet antivirus and security service system, and a virtual data and file back-up storage service from a designated or approved vendor whose services meet our standards and specifications, as detailed in the Manual.

Type of Fee	Amount	Due Date	Remarks
Managed Firewall Fee	Minimum of $100 per month	As Agreed	You must use a designated service provider for the required managed firewall for PCI compliance,
Technology Fee	$500 per year	As Agreed	Payable to Us, our affiliates, or designated or approved vendors; this may include: INTRANET, Scheduling Software, up to 5 email addresses, and other services.
QuickBooks/Intuit Bookkeeping System	$30 per month, minimum	As incurred	You must subscribe to a bookkeeping system from a designated and approved vendor whose services meet our standards and specifications.
Payroll Service	Cost of service	As Incurred	You must subscribe to a professional payroll service from a designated or approved vendor whose services meet our standards and specifications, as detailed in the Manual. Costs will vary depending on number of staff and level of services.
Payment Card Processing Service Fee, plus Monthly Fees	$20 per month minimum, plus percentage and/or fee for each transaction processed	As Agreed with Third Party Source	You must use a secure payment card processing service from a designated or approved vendor whose services meet our standards and specifications, as detailed in the Manual. Processing costs will vary by provider and by number of transactions processed, and other variables.
Background Investigation of Employees	$25 per employee per year	Prior to Initial Employment (all employees) and Annually Thereafter (Managers)	You are required by Us to have and remain current on background investigations per employee.
Optional Staffing Resource	$0 - $300	As Incurred	You may subscribe to an optional staffing resource with a designated or approved vendor.
Company Vehicle Maintenance	Cost of Service	As Incurred	You must keep your company vehicle clean with car washes and interior cleaning as needed and maintained monthly and/or yearly as necessary with oil changes, tire rotation, and other basic routine vehicle and/or trailer services to maintain the standards and specifications of Franchisor, as detailed in the Manual.

Type of Fee	Amount	Due Date	Remarks
Fuel [2]	Cost of Service	As Incurred	Cost of fuel will vary monthly depending upon distance traveled, location of the businesses and homes you service, and other variables.
Optional: Garage Rental Unit [2]	Cost of Service	As Agreed	Depending on your residential office space or commercial office location, it is optional you secure a garage rental unit, as determined by Franchisor.
Sanitation/Recycling Service	As contracted	As Agreed	You must utilize an approved sanitation service provider for garbage hauling and recycling services, whose services meet our standards and specifications.
Memberships	Up to $1,000 per year	Upon Joining and Annual Renewal (as incurred)	Chamber of Commerce and Business Network International (BNI). Membership fees will vary by location.
Products and Service Purchases	The price of the products and services that you must purchase and utilize	As Incurred	You must buy certain proprietary products and services from us, our affiliates, and designated or approved vendors whose items meet our standards and specifications, which are detailed in our Manual. We may also permit you to buy from other suppliers to the industry upon review and approval.

Explanatory Notes

1. Local Advertising - Weekly beginning month four (4):

Type of Unit	Weekly Minimum
Eco-One	$300
Executive	$500
Conversion	$300 - $500 (Dependent upon size)

2. Rent and other costs may vary by geographic location, size, local market rates, businesses in the area, site profile, and other factors, and may be considerably higher in large metropolitan areas than in more suburban or small-town areas. Utilities and/or CAM may be included in your rent.

EXHIBIT I

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE is made, as of the last date below written, by and between _____ (the "**Assignor**") and Tesla, LLC (the "**Assignee**").

WHEREAS, the Assignor and the Assignee have entered into that certain Franchise Agreement, dated _____, 201_ (the "**Franchise Agreement**"), wherein Assignee granted Assignor a franchise to operate a Maid Green Made Clean Since 2006® franchised business at _____; and

WHEREAS, the Assignor is a party to that certain Lease Agreement, dated _____, 201_ (the "**Lease**"), between the Assignor, as lessee, and _____, as lessor (the "**Lessor**"), wherein the Assignor agreed to lease from the Lessor, and the Lessor agreed to lease to the Assignor, he premises more fully described therein, pursuant to the terms and provisions of the Lease; and

WHEREAS, in order to induce the Assignee to enter into the Franchise Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in, to and under the Lease, with the right to reassign, pursuant to this instrument, as security for the Assignor's obligations and the Assignee's rights under the Franchise Agreement.

NOW THEREFORE, in consideration for the foregoing premises and the mutual promises contained in the Franchise Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor and conclusively established, and in order to further secure the Assignor's obligations and the Assignee's rights under the Franchise Agreement, the Assignor does hereby assign, transfer and set over unto the Assignee, with the right to reassign, all of the Assignor's right, title and interest in, to and under the Lease; it being nevertheless expressly understood and agreed that this assignment is made upon the following terms, covenants, limitations and conditions:

(i) The Assignor shall retain all of its rights under the Lease, in accordance with the terms and conditions thereof, until the termination of the Franchise Agreement by either Assignee or Assignor.

(ii) In the event of the termination of the Franchise Agreement by either Assignee or Assignor, the Assignee may, at its option, upon written notice to the Assignor and the Lessor, assume the Lease and all of the Assignor's rights and obligations thereunder. Upon exercise of this option, the Assignee shall be deemed to be substituted as a party to the Equipment Lease (see *Exhibit 5 to the Franchise Agreement – Collateral Assignment of Equipment Lease*), in the place and stead of the Assignor, and shall be deemed to have assumed expressly all of the terms, covenants and obligations of the Lease theretofore applicable to the Assignor and shall likewise be entitled to enjoy all of the rights and privileges granted to the Assignor under the terms and conditions of the Lease. Notwithstanding the foregoing, Assignor shall in all events remain fully obligated for all of its obligations under the Lease with respect to the period through and including the date that Assignee exercises its rights under this Paragraph 2 (the "**Exercise Date**"). Following exercise of this option, Assignee may further assign this lease to a qualified franchisee of Assignee, subject to Landlord's determination that the franchisee meets Landlord's credit standards for tenancy.

(iii) So long as the Assignee shall not have exercised its option to assume Assignor's rights and obligations under the Lease under the foregoing provisions, the Assignee shall not be liable for any of the Assignor's obligations under the Lease, and the Assignor shall remain solely liable for all such

obligations. Assignor shall reimburse Assignee, upon demand, for any payments made by Assignee under the Lease with respect to the period through and including the Exercise Date.

AND FURTHER, the Lessor unites in this assignment for the purpose of indicating its consent to the aforesaid assignment to the Assignee, with the right to reassign, and hereby agrees with the Assignor and the Assignee that, in the event of any default by the Assignor under the Lease, the Lessor will provide to Assignee the same notice and opportunity to cure with respect to such default as is currently provided to the Assignor under the Lease; and that, so long as the Assignee has not assumed the Lease, the Assignee shall not be liable for any other obligations of the Assignor thereunder, and the Assignor shall remain solely liable for all such obligations.

IN WITNESS WHEREOF, the parties hereto have executed this Collateral Assignment of Lease this ____ day of _____, 202__.

Assignee:

TESLA, LLC

By: _____
Name:
Title:

Assignor:

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Lessor:

By: _____
Name:
Title:

STATE OF :
: SS
COUNTY OF :

Personally appeared before me, a Notary Public in and for the jurisdiction aforesaid, _____ and _____, known or satisfactorily proven to me to be the and _____and _____, respectively, of the Assignor and who acknowledged the foregoing as the true act and deed of the said company this ___ day of _____, 202_.

_____
NOTARY PUBLIC

My Commission expires:

EXHIBIT J

ASSIGNMENT OF TELEPHONE NUMBERS, DOMAIN NAMES AND EMAIL ADDRESSES

This Assignment shall be effective as of the date of termination of the Franchise Agreement entered into between Tesla, LLC and _____ _____("Franchisee"). Franchisee hereby irrevocably assigns to Tesla, LLC or its designee the telephone number or numbers and listings, domain names and email addresses issued to Franchisee with respect to each and all of Franchisee's MGM business. Franchisee agrees to pay all amounts, whether due and payable or not, that any domain name registry ("Registry") or internet service provider ("ISP") may require in connection with such transfer. This assignment is for collateral purposes only and Tesla, LLC shall have no liability or obligation of any kind whatsoever arising from this assignment, unless Tesla, LLC desires to take possession and control over the telephone numbers, domain names and email addresses.

Tesla, LLC is hereby authorized and empowered upon termination of the Franchise Agreement that, and without any further notice to Franchisee, to notify the telephone company, as well as any other company that publishes telephone directories ("telephone companies"), the Registry and the ISP to transfer the telephone numbers, domain names and email addresses to Tesla, LLC or such other person or firm as is designated by Tesla, LLC. In furtherance thereof, Franchisee hereby grants an irrevocable power of attorney to Tesla, LLC and appoints it as its attorney-in-fact to take any necessary actions to assign the telephone numbers, domain names and email addresses including but not limited to, executing any forms that the telephone companies, the Registry or the ISP may require to effectuate the assignment. This assignment is also for the benefit of the telephone companies, the Registry and the ISP and the telephone companies, the Registry and the ISP may accept this assignment and Tesla, LLC's instructions as conclusive evidence of Tesla, LLC's rights in the telephone numbers, domain names and email addresses and Tesla, LLC's authority to direct the amendment, termination or transfer of the telephone numbers, domain names and email addresses as if they had originally been issued to Tesla, LLC. In addition, Franchisee agrees to hold the telephone companies, the Registry and the ISP harmless from any and all claims against them arising out of any actions or instructions by Tesla, LLC regarding the telephone numbers, domain names and email addresses.

TESLA, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

EXHIBIT K

CONFIDENTIALITY AGREEMENT

BETWEEN FRANCHISOR AND FRANCHISE CANDIDATE

This agreement is entered into this ____ day of _____, 20__ by _____ (hereinafter "**Applicant**") of _____ and Tesla, LLC (hereinafter "**Franchisor**") of Miami, Florida whereby the parties hereto agree to disclose information to each other for the purpose of enabling Applicant to obtain information to make a decision to purchase a Maid Green Made Clean Since 2006® franchise; and, Franchisor to determine Applicant's capabilities to purchase a Maid Green Made Clean Since 2006® franchise operation. Applicant agrees to keep "**Confidential**" (as provided herein) all information about the Maid Green Made Clean Since 2006® System of operations, site analysis and business administrative documentation learned while evaluating the Maid Green Made Clean Since 2006® franchise business opportunity. Franchisor agrees to keep "**Confidential**" any information about Applicant it learns while evaluating Applicant's capabilities to operate a Maid Green Made Clean Since 2006® franchise, except as provided herein below.

Parties hereto agree that all such information about the other party is proprietary and valuable to each other, and that sever harm to the other party may be done by unauthorized disclosure of such information. The remedy for such unauthorized disclosure may be established by law or a court of competent jurisdiction.

The time period for maintaining confidential all such information about the other party is forever and one day "**Confidential**" shall mean non-disclosure of any information to any other person or entity, except, that:

1. Applicant may provide any licensed attorney at law copies of any legal documents that Applicant may be asked to sign by Franchisor, provided the attorney agrees to keep such documents confidential. As professional standards dictate;

2. Applicant may provide any accountant or other financial advisor (including unlicensed financial advisors) any financial information Applicant obtains or develops relating to the proposed Maid Green Made Clean Since 2006® franchise opportunity or location, provided the accountant or financial advisor agrees to keep such information confidential, as ordinary standards of confidentiality dictate;

3. Applicant may provide any other business advisor any information about the Maid Green Made Clean Since 2006® franchise business opportunity, except relating to any Maid Green Made Clean Since 2006® product or operation specification, provided the business advisor agrees not to divulge such information to others without the prior written permission of Franchisor;

4. Upon Applicant's written approval, Franchisor may provide any financial information it obtains from Applicant to credit reporting agencies, banks, other lenders and/or other financial institutions, in order to obtain information to make a decision on Applicant's financial ability to purchase and operate a franchised Maid Green Made Clean Since 2006® operation. Franchisor may also provide such financial information to said financial institutions for purposes of obtaining credit on behalf of said Applicant.

In consideration of Franchisor allowing Applicant to undergo any operation orientation or training program as part of Applicant's analysis process to purchase a Maid Green Made Clean Since

2006® franchise, Applicant agrees to hold Franchisor harmless from any injury Applicant may incur in said orientation or training program.

Franchisor _____ Applicant _____

By _____ By _____
Authorized Officer Authorized Officer

EXHIBIT L

RELEASE

This **RELEASE** ("**Release**") is made as of the latest date set forth on the signature page hereof between Tesla, LLC d/b/a Maid Green Made Clean Since 2006® ("**Franchisor**"), and the undersigned person or entity ("**Franchisee**").

Background

A. Franchisor and Franchisee have entered into a Franchise Agreement dated _____ for a franchised business located at _____ (the "**Agreement**").

B. Franchisee desires to [transfer] [renew] it franchise rights and Franchisor agrees to consent to such [transfer] [renewal], subject to the conditions contained herein.

NOW THEREFORE, incorporating the foregoing Background herein by reference and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Termination of Agreement. Franchisor and Franchisee agree and acknowledge that the Agreement is hereby immediately terminated and shall be of no further force or effect.

2. Conditions. This Release is expressly contingent upon the execution [by the transferee] [by Franchisee], concurrently with the execution of this Release, of Franchisor's current form of franchise agreement for the operation of a franchised business at _____ [and such other documents as the Franchisee and transferee have agreed upon and Franchisor has approved in connection with such transfer]. The franchise agreement described in this paragraph includes any ancillary agreements contained in Franchisor's current franchise disclosure document.

3. Release.

(a) Franchisee, to the fullest extent permitted by law, hereby forever releases and discharges Franchisor and waives any and all rights or Claims it has, may have, had, or may have had against Franchisor, its affiliates and each of their officers, directors or employees from the beginning of time until the date of this Release, of any kind, whether known or unknown, including but not limited to, any Claims arising under or related to the Agreement.

(b) As used in this paragraph 3, "**Claims**" means any and all manner of actions, causes of action, suits, debts, dues, sums of money, account reckonings, bonds, bills, specialties, covenants, contracts, controversies, sanctions, costs, attorneys' fees, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, of whatever kind or nature, whether absolute or contingent, known or unknown, matured or un matured, at law, in equity, or in any other proceeding.

(c) Nothing contained in this paragraph 3 is intended to affect the rights and responsibilities of the parties under any of the agreements described in paragraph 2 or any agreements between the parties which may be executed concurrently herewith.

4. Representations and Warranties. Franchisee represents and warrants to the Franchisor as follows:

(a) The execution and delivery of this Release does not violate any law applicable to Franchisee, Franchisee's organizational documents, or any other agreement binding upon Franchisee.

(b) Franchisee has the power and authority to execute and deliver this Release and has taken all necessary action (corporate or otherwise) to authorize the execution and delivery of this Release.

5. Miscellaneous.

(a) This Release shall be construed in accordance with and governed by the laws of the State of Florida, without regard to its conflict of laws rules.

(b) This Release constitutes the sole agreement of the parties with respect to the subject matter hereof and thereof, and supersedes all oral negotiations and prior writings with respect to the subject matter hereof and thereof. No amendment of this Release, and no waiver of any one or more of the provisions hereof shall be effective unless set forth in writing and signed by the parties hereto.

(c) This Release shall be binding upon the parties hereto and, where applicable, their respective heirs, executors, administrators, successors and permitted assigns, and shall inure to the benefit of the parties hereto and, where applicable, their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Release to be signed by their duly authorized representatives.

Tesla, LLC d/b/a Maid Green Made Clean Since 2006®	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

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
Florida	November 29, 2023
Illinois	Pending
Kentucky (One-time filing)	January 27, 2021
Michigan	September 26, 2023
South Carolina (One-time filing)	May 5, 2021
Texas (One-time filing)	June 13, 2018

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.

EXHIBIT M

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Franchisor offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale. Under Illinois, Iowa, Maine, Maryland, Nebraska, Oklahoma, Rhode Island or South Dakota law, if applicable, we must provide this disclosure document to you at your first (1st) personal meeting to discuss the franchise. New York law requires that we provide this disclosure document to you at the earlier of your first (1st) personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Franchisor does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise: Petter K. Nahed and Claudia G. Nahed, Tesla, LLC, 9825 NE 2nd Ave #530461, Miami Shores, Florida 33153 at 877-753-6243 or franchise@maidgreen.com.

Issuance Date: April 12, 2024

See Exhibit A for our registered agents authorized to receive service or process.

I have received a disclosure document dated April 12, 2024 that included the following Exhibits:

A.	State Agencies/Agents for Service of Process
B.	Franchise Agreement
C.	Financial Statements
D.	Operations Manual Table of Contents
E-1	Franchisees [as of December 31, 2023]
E-2	Businesses Not Yet Open [as of December 31, 2023]
E-3	Former Franchisees
F.	State Specific Disclosure Supplements and Franchise Agreement Addenda
G.	Electronic Depository Transfer Account (EDTA) Document
H.	Schedule A: Ongoing Fees Paid to Third Parties
I.	Collateral Assignment of Lease
J.	Assignment of Telephone Numbers, Domain Names and Email Addresses
K.	Confidentiality Agreement

L. Release
M. Receipts

PROSPECTIVE FRANCHISEE:

DATE DISCLOSURE DOCUMENT RECEIVED: _____
(Do not leave blank)

If a business entity:

_____
Name of Business Entity
By: _____
Its: _____
(Print Name): _____

If an individual:

_____

(Print Name) _____

KEEP THIS COPY FOR YOUR RECORDS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Franchisor offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale. Under Illinois, Iowa, Maine, Maryland, Nebraska, Oklahoma, Rhode Island or South Dakota law, if applicable, we must provide this disclosure document to you at your first (1st) personal meeting to discuss the franchise. New York law requires that we provide this disclosure document to you at the earlier of your first (1st) personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Franchisor does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise: Petter K. Nahed and Claudia G. Nahed, Tesla, LLC, mailing address: 9825 NE 2nd Ave #530461, Miami Shores, Florida 33153 at 877-753-6243 or franchise@maidgreen.com.

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J.	Assignment of Telephone Numbers, Domain Names and Email Addresses
K.	Confidentiality Agreement

L. Release
M. Receipts

PROSPECTIVE FRANCHISEE:

DATE DISCLOSURE DOCUMENT RECEIVED: _____
(Do not leave blank)

If a business entity:

_____
Name of Business Entity

By: _____
Its: _____
(Print Name): _____

If an individual:

_____

(Print Name) _____