Redlined Copy

Maid to Perfection®

Franchise Disclosure Document

FRANCHISE DISCLOSURE DOCUMENT

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The franchisee will offer a variety of cleaning services to residential and commercial clients. Services offered by the franchisee may vary depending on the franchisee's aptitude and proficiency involving specialized areas of the cleaning field.

The total investment necessary to begin operation of a Maid to Perfection Franchise is between $57,030.00 and $62,635.00. The figures include approximately $26,885.00 that must be paid to the franchisor.

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

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

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

There may also be laws on franchising in your state. Ask your state agencies about them. If you live in the state of Washington, or your franchise will be located there, your franchise fee will be deferred until your office is opened for business.

Issuance Date: ~~February 28~~January 17, 201~~87~~

STATE COVER PAGE

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

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

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN WASHINGTON, DC, UNLESS THE PARTIES AGREE OTHERWISE. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN WASHINGTON, DC THAN IN YOUR OWN STATE.

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

3. YOU MAY LOSE YOUR EXCLUSIVE TERRITORY OR WE MAY TERMINATE YOUR FRANCHISE AGREEMENT IF YOU DO NOT ACHIEVE MINIMUM WEEKLY GROSS REVENUE OF $2,000, $3,000, $4,000, AND $5,000, DURING THE SECOND, THIRD, FOURTH AND FIFTH YEARS OF BUSINESS, RESPECTIVELY.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

See next page for state effective dates.

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	***Effective Date***
California	4~~2~~/~~20~~24/~~16~~17
Florida	~~23~~/~~63~~/17
Hawaii	
Illinois	3/~~21~~16/~~16~~17
Indiana	
Maryland	3/~~25~~24/~~16~~17
Michigan	2/~~6~~13/17
Minnesota	
New York	~~43~~/~~618~~/~~16~~17
North Dakota	~~42~~/~~30~~27/~~16~~17
Rhode Island	
South Dakota	
Utah	~~23~~/~~69~~/17
Virginia	~~42~~/~~13~~27/~~16~~17
Washington	
Wisconsin	

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A Franchise Agreement
B State Administrators and Agents for Service of Process
C Secured Promissory Note
D Operations Manual Table of Contents
E Corporate Assignment Agreement
F Maid to Perfection Franchisees
G Financial Statements
H State Addenda
I [Omitted]
J Credit Card Authorization Form
K Telephone Listing Agreement
L General Release
M Receipts

Item 1: The Franchisor and any Parents, Predecessors, and Affiliates

For ease of reference, we refer to the franchisee in this Franchise Disclosure Document as "you." If the franchisee is a corporation, partnership or other entity, "you" includes the franchisee's owners. We refer to Maid to Perfection Global, Inc., the Franchisor, as "MTP."

MTP is a Florida corporation that was incorporated on April 9, 2008. MTP's principal business address is 3111 Innovation Drive, St. Cloud, Florida 34769. Maid to Perfection Global, Inc., acquired substantially all Maid to Perfection Corp's assets for cash on January 1, 2009. MTP has no parents or affiliates who are required to be disclosed in this Item 1.

MTP has been offering and selling franchises since October 1990 since incorporated in Maryland as of September 25, 1990 under the name Maid to Perfection, Corp. MTP does business as "Maid to Perfection" and does not do business under any other name. The predecessor of MTP is Midy Tidy, Inc., a Maryland corporation, which was incorporated in 1983. Midy Tidy provided residential and commercial cleaning services in the Baltimore, Maryland Metropolitan Area from 1980 to 1992. On July 1, 1992, Midy Tidy, Inc. was merged into MTP. Therefore, MTP or its successors have been conducting a residential and commercial cleaning service of the type to be operated by you for over 30 years (Midy Tidy for 10 years and MTP for over 25 years). MTP's predecessor, Midy Tidy, did not offer franchises. Neither MTP nor its predecessor has ever engaged in, or offered franchises in, any other lines of business.

MTP offers and sells franchises for residential and commercial cleaning services. In providing support services for the operations of its franchisees, MTP sells cleaning supplies and cleaning equipment and may lease equipment to you and other franchisees and others engaged in the business of offering cleaning services. MTP may also provide cleaning services for its own account. MTP reserves the right to offer financing at its own discretion.

The MTP Franchise Agreement ("Franchise Agreement"), which is Exhibit A to this disclosure document, gives you the right to operate your franchise under the name and mark **Maid to Perfection** and other marks designated by MTP periodically (all referred to as "MTP's trademarks"). You must operate in accordance with the standards and procedures designated by MTP (collectively referred to as the "System"), within a specified territory (see Item 12, Territory).

See Exhibit B to this Franchise Disclosure Document for MTP's agents for service of process and their principal business addresses.

Market and Competition

Your franchise will compete with other cleaning service franchises and businesses as well as sole individuals offering cleaning services. The market for your franchise are households with a combined income of at least $75,000 with both husband and wife working, which MTP believes is a growing market for cleaning services. This market includes persons who live in single-family detached dwellings, as well as multifamily dwellings like apartments, condominiums, cooperatives, and town-houses.

Under the Franchise Agreement, MTP offers qualified purchasers the right to establish and operate a MTP franchise within a specified territory. The franchise is for a service business, which provides residential and commercial cleaning services for premises of up to 5,000 square feet. Cleaning services offered by you may include: light housekeeping, consisting of scrubbing floors, dusting,

vacuuming, moving light furniture, wall washing, window cleaning, carpet cleaning, and hardwood floor waxing and buffing. You may also be authorized to offer cleaning on a contract basis for office buildings or office suites of more than 5,000 square feet, provided that you successfully complete advanced training or demonstrate the necessary aptitude and proficiency to provide this specialized cleaning service.

Regulations

In addition to laws and regulations that apply to businesses generally, your franchise is subject to Federal, state and local occupational health and safety regulations, as well as licensing requirements for performing certain services. You should also be aware of federal, state and local labor regulations, including minimum-age and minimum wage laws. Many localities require cleaning services to be bonded and these requirements may apply to your franchise. The details of these requirements and restrictions vary from place to place.

Item 2: Business Experience

Dr. Michael James Katzenberger, Chief Executive Officer

Mr. Katzenberger has served as Chief Executive Officer since October 1990. He is responsible for the international marketing of franchises, Franchisee support, Regional Development Programs, and is one of MTP's training instructors.

Lori Katzenberger, Director, Senior Vice President, and Treasurer

Mrs. Katzenberger has served as Director, Senior Vice President, and Treasurer of MTP since October 1990. Her responsibilities include: field support for franchisees, pricing and estimating, chemical application and operational support.

Gina Reeves, Corporate Training Coordinator

Ms. Reeves has been a franchisee since 1996 and has served as MTP's Corporate Training Coordinator since June of 2005. Her responsibilities now also include new office preparation and field training.

Richard L. Bell, Computer Support Administrator

Mr. Bell has served as Computer Support Administrator since January of 1998. His responsibilities include: advertising design and support, applications management, web site design, and newsletter publication.

Item 3: Litigation

No litigation is required to be disclosed in this Item.

Item 4: Bankruptcy

No bankruptcies are required to be disclosed in this Item.

Item 5: Initial Fees

The Initial Franchise Fee for a MTP franchise is $15,000.00.

However, if you are unable to satisfactorily complete MTP's initial training program described below in Item 11, MTP will refund to you the Initial Franchise Fee less all reasonable expenses actually incurred by MTP in connection with the preparation of the Franchise Agreement and all related agreements executed by MTP. The Initial Franchise Fee is not refundable by MTP in whole or in part for any other reason. Under the laws of Maryland, Illinois and Minnesota, all fees payable by you to MTP before the Franchised Business opens, including the initial franchise fee and all payments for goods and services received from MTP or its affiliates before the business opens, will be deferred pending satisfaction of all of MTP's material pre-opening obligations to you.

The Initial Franchise Fee is uniform for all single franchises presently offered, although it may be changed in the future.

In addition to the Initial Franchise Fee, you must purchase the Equipment Package, Supply Package, On-site Set Up, and the Business Form Package from MTP and the Management Software Package from Insight Direct, Inc. prior to the opening of your franchise. These packages and their costs, which are not refundable, are described below.

The Initial Franchise Fee and all other initial fees described in this Item 5 are payable to MTP once the business opens and MTP has satisfied all of its material pre-opening obligations to you.

Equipment Package MTP offers an excellent Equipment Package containing high quality upright and canister vacuums to equip 2 teams of 2 people each. The Equipment Package has been designed to accommodate several aspects of the cleaning industry and includes basic items such as, buckets, high dusting poles, brooms, dust pans, scrub brushes, strip washer, window squeegee, rug rake, vacuum belts, mesh bags, and other items needed to operate your franchise. The cost for the Equipment Package is $2,075.00, plus freight.

Supply Package The Supply Package contains a concentrated chemical system yielding 30 gallons of window cleaner, 30 gallons of disinfectant cleaner, 30 gallons of degreasing cleaner, 10 gallons of tub and tile cleaner, and 1 case of liquid furniture polish. MTP uses environmentally safe products. The Supply Package contains all-purpose cleaners, cleansers, specialized cleaning chemicals and items needed to operate in several areas of the cleaning industry. The Supply Package costs $2,725.00, plus freight.

Business Form Package The Business Form Package is one of the most complete Business Form Packages in the industry. This comprehensive package contains color coded forms and items for customer service, employee relations, accounting, management, 10,000 door hangers and has been designed exclusively for MTP's franchisees. The cost for the Business Form Package is $2,535.00, plus freight.

On-site Office Set-up Package The On-site Office Set-up Package includes round trip airfare, rental car, hotel accommodations for 6 nights, labor and living expenses for the Franchisor's representative. Set-up includes estimating jobs, arranging files, interviewing and training employees, soliciting commercial clients, contacting vendors and daily operations. The cost of the On-site Office Set-up Package is $4,500.00.

Item 6: Other Fees

Type of Fee	Amount	Due Date	Remarks
Royalty Service	7% of total gross revenue up to $500,000 in annual Gross Revenue	By the 7th day of the following week.	See Note 1
	5% of total gross revenue over $500,000 in annual Gross Revenue	By the 7th day of the following week.	See Note 1
	2% - 4% of total gross revenue generated from large commercial accounts	By the 7th day of the following week.	See Note 1
Minimum Royalty	$140 per week	During the second year	
Minimum Royalty	$210 per week	During the third year	
Minimum Royalty	$280 per week	During the fourth year	
Minimum Royalty	$350 per week	During the fifth year	
Advertising Fund	Up to 4.5% of total gross revenue	Only due if you fail to meet the Local Advertising Requirement	See Note 3
Interest and Late Charge on Late Payments	10%	When payment is overdue	See Note 4
Audits	Actual cost of audit	At MTP's discretion	See Note 5
Renewal Fee	Not Applicable	Not Required	See Note 6
Transfer Fee	Not to exceed $10,000	Before transfer is effective	See Note 7
Early Termination Fee	Not less than $10,000	Due at time of Notice of early termination	See Note 8
Website Routing Service	$50/year	Prior to opening office and annually thereafter	Charge may vary based on the cost to maintain customer routing services to your website.

All of the fees listed below are uniformly imposed by and payable to MTP. Unless otherwise indicated in the table below, all fees are non-refundable. For a list of additional fees and costs associated with the opening and operation of your franchise, see Items 7, 8 and 9.

Note 1 You must pay to MTP an amount as Royalty and Service Fee equal to 7% of your Gross Revenue up to $500,000 in annual Gross Revenue. Gross Revenue is the actual gross receipts for all products and services purchased by, or provided to, your clients, for cash or on credit, excluding retail sales taxes imposed by any governmental authority. You must also pay a Royalty and Service fee equal

to 7% of the value of services rendered in any trade or similar agreement. Franchisee must pay to Franchisor (or any subsidiary, affiliate or designee) promptly and when due the amount of all sales tax, use tax, personal property tax and similar tax imposed upon, required to be collected, or paid by Franchisor on the account of services or goods furnished by Franchisor to Franchisee through sale, lease or otherwise, or on account of collection by Franchisor of the Initial Franchise Fee, the Initial Package Fee, Continuing or Minimum Royalties or any other payments to Franchisor called for by this Agreement.

You must execute Exhibit J, Credit Card Authorization Form and obtain a credit card having a $5,000 credit limit prior to starting the business, to support MTP's paper-less electronic environment. Upon reaching $500,000 in gross calendar year sales, all sales in excess of $500,000 will be subject to a reduced Royalty and Service Fee of 5%, for the remainder of the calendar year. The Franchisor reserves the right to discount royalties on large commercial accounts to not less than 2%, at its own discretion.

Note 2 [Omitted.]

Note 3 You are not required to submit to MTP or Regional Developer, any Advertising Fee unless you fail to meet the Local Advertising Requirement of at least 4.5% of your Gross Revenue each year. MTP may require you to provide quarterly reports showing proof of your advertising expenditures. The Advertising Fee, if applicable, will be in the amount equal to the difference between the amount spent by you on local advertising and the required amount of 4.5% of your total Gross Revenue. Upon reasonable request, you may obtain an accounting of expenditures related to the advertising fund from MTP or from the Area Developer responsible for your Region. Money spent by MTP, either individually or in conjunction with a group of franchisees, will not reduce your obligation to make weekly payments to the Advertising Fund, if required.

Note 4 If any fee or moneys due to MTP are not paid when due, late payments will be subject to interest at the rate of 2% above the lowest annual rate of interest quoted by MTP's bank to its most credit worthy borrowers for prime business loans at the time the payment becomes due, or the maximum legal rate of interest for your state, whichever is less. If any fee or moneys due to MTP are not paid when due, MTP may require you to pay a late charge equal to 10% of the payment to cover MTP's administrative and collection costs associated therewith. If your account is referred to a collection agency, you will also be financially responsible for their fee. Payments are deemed to be paid timely if deposited in the United States Mail and postmarked on or before the due date.

Note 5 MTP has the right to audit, or cause to be audited, your reports, financial statements and your tax returns. If an audit discloses an understatement of your Gross Revenue for any period or periods, you must pay MTP, within 15 days of MTP's demand, the Royalty and Service Fee and Advertising Fee due on the amount of this understatement together with interest and late charges assessed. If an audit is made necessary by your failure to furnish the required reports, financial statements, or tax returns, or if an understatement of Gross Revenue for any period is determined to be greater than 2%, you are obligated to reimburse MTP for the full cost of the audit. This cost will vary in amount depending upon factors including the extent and quality of your financial records, travel costs, and accountant's fees.

Note 6 Upon expiration of the Franchise Agreement, your franchise may be automatically renewed for an additional term of 10 years and you will not be charged an additional Initial Franchise Fee. At

MTP's election, you may be required to execute MTP's then current form of Franchise Agreement, which may vary from the present Franchise Agreement. There is no fee charged by MTP for renewal.

Note 7 You may assign the franchise under certain circumstances and conditions, including paying a Transfer Fee for MTP's efforts in performing the transfer. The Transfer Fee includes attorney's fees, MTP's administrative expenses, document preparation, operational support and the cost of corporate training for a new franchisee. The new transferee must also receive the On-Site Office Set-up package, cost to be paid by the Buyer or Seller, per Purchase Sale Agreement, directly to the Franchisor.

Note 8 Payment will be the greater of: (1) $10,000 or (2) a sum equal to the Franchisee's average Royalty for the 6 months preceding the notice of such termination multiplied by the number of months remaining in the Franchise Agreement were it not for the unilateral termination.

Item 7: Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee [1]	$15,000	Lump Sum	Upon opening	MTP
Real Property [2]	See Note 2	See Note 2	Monthly	Landlord
Equipment Package [3]	$2,075	Lump Sum	Prior to training	MTP
Supply Package [4]	$2,725	Lump Sum	Prior to training	MTP
Business Forms Package [5]	$2,535	Lump Sum	Prior to training	MTP
Computer & Software [6]	$2,200 to $3,200	Lump Sum	When ordered	Vendors
Initial Training [7]	$0 to $1,000	Lump Sum	Prior to opening	Vendors
Security Deposits [8]	$500 to $1,000	Lump Sum	Prior to opening	Landlord
Marketing Program [9]	$10,000.00	As Arranged	Trade terms	Printers & Media
On-Site Office Set-up [10]	$4,500	Lump Sum	Prior to opening	Franchisor
Licenses [11]	$0 to $200	Lump Sum	Prior to opening	Public authorities
Insurance [12]	$800 to $1,900	Lump Sum	Prior to opening	Insurer
Additional Funds (3 months) [13]	$16,695 to $18,500	As Incurred	As incurred	Employees & Suppliers
TOTAL (excluding real estate costs): $57,030.00 to $62,635.00				

This table estimates your initial investment for a Maid to Perfection franchise. Actual costs will vary for each franchisee and each location, depending upon many factors. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee.

NOTES:

1. If MTP provides financing of the entire Initial Franchise Fee, monthly payments would be $352.27, based upon the present interest rate of 6.00% (three points over prime interest rates)

and paid over 48 months. See Items 5 and 10 for additional information about the Initial Franchise Fee. If you live in Washington, Maryland or Minnesota, or your franchise will be located there, your franchise fee will be deferred until your office opens for business.

2. You will need to lease a suitable office location to operate your business. Rent is estimated to be between $6,000 and $9,000 per year, depending upon factors including the size, condition, and location of the leased premises. If you lease an office, you may incur some build-out expenses. You may also incur real estate broker fees, additional prepayments (e.g., last month's rent), "additional rent", common area maintenance charges, operating fees, and other costs, depending upon the terms of your lease.

3. See Item 5 for additional information about the Equipment Package and freight charges.

4. See Item 5 for additional information about the Supply Package and freight charges.

5. See Item 5 for additional information about the Business Forms Package and freight charges.

6. You must acquire an IBM-compatible computer and customized computer software for use in your franchise, as described in Item 11, paragraph 6. The cost shown in the table assumes that you purchase rather than lease these items. If the computer is leased, the estimated costs will be less, but the estimate for "Security Deposits" will be higher. You must use the Management Software for use in your franchise. MTP will refer you to a vendor who will furnish the then current software to you at a cost of $2,200.00, subject to price change.

7. The cost of the training program for two owners is included in the Initial Franchise Fee. However, you are responsible for payment of all living expenses, hotel accommodations and the cost of travel to St. Cloud, Florida, if these expenses are required to be incurred. Should MTP require you to complete a retraining program, or should your management staff change and require training, MTP will provide training at a reasonable cost (approximately $100). You are responsible for payment of all transportation, living costs and salaries for you and your employees. At no time will any of your employees be considered an employee of the Franchisor for any reason.

8. The estimate includes initial security deposits on your office lease. Generally, you will be required to pay for your telephone, electric, gas, water, and other utilities directly; however, some landlords cover some utility charges through common area maintenance fees or operating fees.

9. MTP does recommend that ample initial advertising be done to promote your franchise. The fees paid for the Marketing Program are paid by you directly to third party vendors.

10. The On-Site Office Set-Up is necessary. MTP assists in the set-up of your office after your training is complete. MTP believes that you will be able to open your office with the information received in the training program, but will provide you with extensive operational assistance, field training and estimating at your location.

11. Permits and licenses may be required by state and local authorities as a condition to your commencing business. You should consult your lawyer or your local county and state

authorities about the specific legal requirements for business licenses and related types of expenses in the area where your franchise is to be located.

12. Insurance costs may vary in different localities. The estimate is for 3 months of insurance of the types required by the Franchise Agreement.

13. This is an estimate only of the range of initial start-up expenses you may incur. The actual amount of additional funds you will need depends on a variety of factors, including the size of your territory, whether you extend credit terms to your customers, the time of year when you start your business, your own management skills, economic conditions, competition in your area, and other factors. The estimate of additional funds is based on an owner-operated franchise and does not include an allowance for your draw but does include payroll expenses. This estimate includes Yellow Page advertising and the required $50.00 annual Website Routing Fee. This estimate is for a 3 month period only. MTP estimates that you can expect to add additional cash into the business during at least the first 3 to 9 months and sometimes longer. MTP cannot estimate when you will achieve a positive cash flow. In addition, you are not required nor do you need to purchase or lease a company vehicle for your franchise as your employees can use their own vehicles for transportation to and from maid service job sites. These costs are included in your payroll expenses. MTP estimates the salary of an office manager to range from $1,500 to $1,700 per month for those franchisees electing to hire a manager to help run their office. You must attend, at your expense, the National Convention held each year.

MTP used historical cost data from the startup of other franchises to establish the above range amounts. Historical data was accumulated over the past 35 years and fairly represents the expenses incurred in your startup.

Item 8: Restrictions on Sources of Products and Services

Except for the initial Equipment Package, Supply Package, and Business Forms Package described in Items 5 and 7, which must be purchased from MTP prior to the opening of your franchise and MTP's Management Software referenced below, MTP has no designated or approved suppliers for goods, services or real estate relating to your franchise business.

You must use cleaning products and cleaning subcontractor services that meet MTP's standards and specifications. MTP's specifications for cleaning equipment and supplies include that they meet OSHA requirements, are UL listed, and be "environmentally friendly", as "environmentally friendly" is defined in the cleaning industry. These products and services may be purchased from MTP or other suppliers. If you do purchase these products and services from MTP, MTP will derive income from your purchase.

MTP does not charge a fee for you to obtain approval for your purchases from alternative suppliers. Approvals are granted by phone the next business day. The criteria for disapproval are that the product is not listed with OSHA, not UL listed, does not comply with industry labeling standards, is deemed unsafe, unsafe in its application or not having properly documented specifications. We will disapprove any such products by phone the next business day after your request for approval.

The Franchise Agreement requires that you, whenever reasonably possible, use only cleaners, equipment, uniforms, packaging, sales slips, receipts, notices, and other forms and materials imprinted

with MTP's registered Trademarks. When providing your services to customers, suppliers, and the public, you must adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct.

The Franchise Agreement requires you to procure and maintain in full force and effect throughout the term of the franchise certain minimum insurance coverage. This coverage includes the following:

Employer's Liability and Worker's Compensation as prescribed by law in the jurisdiction where the Franchise business is located. Insurance based on the generally accepted "all risk" Broad Form upon all personal property, leasehold improvements and tangible assets of every description and kind used in business in an amount of the full replacement value is required. Comprehensive general liability of an occurrence basis, with a limit of not less than $300,000.00 per occurrence (combined single limit for bodily injury and property damage) for premises/operations, products/completed operations, including contractual liability, products liability, fire damage, comprehensive lost key coverage and deletion of the standard "care custody and control" exclusion, with respect to the activities conducted by you or any employee or other person performing work on your behalf and comprehensive motor vehicle liability insurance with limits of not less than $300,000.00 per accident for all owned, hired and non-owned vehicles operated by you, your employees or any other person performing work on your behalf. Additional information regarding the required types and amounts of insurance is included in Section 6A of the Franchise Agreement.

MTP negotiates purchase arrangements with suppliers, but franchisees are not required to purchase supplies from these supplies. MTP does not derive any revenue if you purchase supplies from suppliers with which MTP has negotiated purchase arrangements. MTP does not provide material benefits to a franchisee based on its purchase of particular products or services or its use of particular suppliers.

In the year ending December 31, ~~2016~~2017, MTP's revenues from the sale of equipment, supplies and business forms to franchisees was ~~$4,962~~1,453 or ~~1.11~~.59% of MTP's total revenue of ~~$447,058~~247,453. Required purchases represent approximately 25% of the total investment needed for start up. The purchase of cleaning products and services represents less than approximately 5% of your overall purchases in operating your business. 0% of the total products sold in ~~2016~~2017, ~~$4,962~~1453 were for required packages needed to start new franchise units.

We have no purchasing or distribution cooperatives and no officer of MTP owns a financial interest in any supplier or distributor.

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 in this disclosure document.

	Obligation	Section in Agreement	Disclosure Document Item
A	Site selection and acquisition/lease	Section 3	Items 6 and 11
B	Pre-opening purchases/leases	Sections 3 and 4G	Item 8
C	Site development and other pre-opening requirements	Sections 3 and 4G	Item 6,7 and 11

D	Initial and ongoing training	Section 4	Item 11
E	Opening	Sections 3 and 4G	Item 11
F	Fees	Sections 4G, 8, 9, and 10A	Items 5 and 6
G	Compliance with standards and policies/Operating Manual	Sections 4E and 5	Item 11
H	Trademarks and proprietary information	Section 13	Items 13 and 14
I	Restrictions on products/services offered	Sections 5B and 5D	Item 16
J	Warranty and customer service requirements	Section 5D	Item 11
K	Territorial development and sales quotas	Section 2	Item 12
L	Ongoing product/service purchases	Sections 5B and 5C	Item 8
m	Maintenance, appearance, and remodeling requirements	Not Applicable	Not Applicable
n	Insurance	Section 6	Item 8
o	Advertising	Section 10	Items 6 and 11
p	Indemnification	Section 17	Item 6
q	Owner's participation/management/ staffing	Section 4	Items 11 and 15
r	Records and reports	Section 11	Item 6
s	Inspections and audits	Section 12	Items 6 and 11
t	Transfer	Section 16	Item 17
u	Renewal	Section 1B	Item 17
v	Post-termination obligations	Section 15	Item 17
w	Non-competition covenants	Section 15D	Item 17
x	Dispute resolution	Section 18A	Item 17

Item 10: Financing

Except in California, where financing is not offered, MTP reserves the right to offer direct or indirect financing for up to 100% of the Franchise Fee only. MTP does not guarantee your note, lease or obligation obtained from third parties and does not finance any other costs, including site acquisition, construction or remodeling, equipment or fixtures, or opening inventory or supplies. In the event MTP elects to finance all or part of the franchise fee, the current term of the fixed rate financing is 6.00% annual interest on the outstanding principal, payable in scheduled monthly payments for up to 48 months would be approximately $352.27 (three points over prime), including interest. MTP reserves the right to change the fixed rate of interest charged prior to the execution of the Secured Promissory Note and Security Agreement ("Secured Promissory Note") pledging the assets of the franchised business as collateral for the Secured Promissory Note.

A copy of the Secured Promissory Note is attached as Exhibit C. Each Secured Promissory Note must be signed by the franchisee and his/her spouse, or if unmarried, another family member of the individual franchisee; if a partnership, all partners must sign the Secured Promissory Note with guarantees by their spouses; if a limited liability company, all members must sign the Secured Promissory Note with guarantees by their spouses; and if a corporation, it must be guaranteed by the principals and their spouses. The indebtedness on the Secured Promissory Note may be prepaid at any time without penalty. Payment on the Secured Promissory Note is accelerated on default.

Payment may be required to be made by automatic pre-authorized bank draft. After maturity of the Secured Promissory Note in Exhibit C, Borrower waives legal rights by agreeing to a confession of judgment in the amount of the unpaid balance. The loan agreement does not make the Lender liable or prejudiced by failure to collect or for lack of due diligence in bringing suit on the Secured Promissory Note. If the Secured Promissory Note is forwarded to an attorney for collection after maturity (whether by acceleration, declaration, extension or otherwise), the franchisee is required to pay on demand all costs and expenses of collection, including reasonable attorneys' fees of 15% of the unpaid balance of the Principal Sum then remaining due and payable hereunder.

MTP may elect to assign franchise financing agreements to third parties and has made such assignments in the past. If MTP assigns the financing agreement to a third party, the franchisee may lose all its defenses against the lender as a result of the sale or assignment. In addition, MTP does not receive any consideration for placement of financing with a lender.

Item 11: Franchisor's Assistance, Advertising, Computer Systems and Training

Except as listed below, MTP is not required to provide you with any assistance.

Prior to the opening of your franchise, MTP is obligated under the Franchise Agreement to make available to you, or assist you with the following:

1. MTP will approve an area within which you may select a location site for your franchise within your Territory. MTP considers a number of factors when approving site locations, including the general location and neighborhood, the location within the relevant territory to be served, physical characteristics of existing buildings and lease terms. MTP does not generally own and lease the location where your franchise is to be located. MTP generally allows up to 3 months to approve a site for the franchise. If you and MTP cannot agree on a site within the 3 month period of time, then you will have the option of (1) canceling any remaining obligations you may have under the Franchise Agreement, or (2) working with MTP to identify an appropriate location for an additional three (3) month period or up to 6 months after you execute the Franchise Agreement. If you choose option 1 or are unable to agree on a location with MTP at the end of 1 year, your Franchise Agreement will be terminated and you will lose all of your Initial Franchise Fee. (Franchise Agreement, Paragraph 3.);

2. Provide you with the Supply Package, Equipment Package, Business Form Package, Marketing Program, Computer Software, and On-site Office Set-up Packages. (Franchise Agreement, Paragraph 4G.);

3. Provide you with an initial training program. Within 3 months of signing the Franchise Agreement and prior to the opening date of your franchise. (Franchise Agreement, Paragraph 4A.);

4. Provide you with advice on opening, managing, marketing and operating your franchise. (Franchise Agreement, Paragraph 4D.); and

5. Lend you one copy of the Maid to Perfection Operations Manual in hard copy and on CD and lend you one Video Library. (Franchise Agreement, Paragraph 4E.)

After the opening of your franchise, MTP is obligated under the Franchise Agreement to make available to you and assist you with the following:

1. Provide you with advice relating to:

   a. Suggested methods and procedures for the purchase and use of equipment, materials, forms, displays, and other items needed to conduct a Maid to Perfection franchise;

   b. Additional services and products approved by MTP to be offered by franchisees;

   c. Administrative, bookkeeping, accounting, and general operating procedures; and

   d. The operation of equipment, machinery, and specialized vehicles.

   (Franchise Agreement, Paragraph 4D.)

2. MTP will furnish, on loan, and at its discretion, updates and modifications to its Operations Manual and other confidential proprietary materials containing mandatory and suggested specifications, standards and operating procedures required by MTP. (Franchise Agreement, Paragraph 4E.)

3. The Franchise Agreement requires MTP to indemnify you during the term of your franchise for costs incurred as a direct result of: (1) your proper use of the Maid to Perfection Trademarks in accordance with the Agreement, provided that you have given MTP timely notice of any action or threatened action; (2) false representations and warranties made by MTP; and (3) MTP's negligent or willful actions. (Franchise Agreement, Paragraph 17A.)

4. MTP may periodically offer guidance to you concerning the pricing of your services, but these recommendations will not be binding. (Franchise Agreement, Paragraph 5E.)

5. If you want to use any item or advertisements in the operation of your franchise, which is not approved by MTP, MTP is obligated to consider, on request, the item proposed by you and advise you within a reasonable time whether or not it meets MTP's standards and specifications. You may not use any item or advertisement that has not been approved by MTP in advance. (Franchise Agreement, Paragraphs 5B and 10A.)

6. MTP may develop and implement advertising and promotional materials paid for by MTP. These advertisements may be disseminated on a regional basis through such mediums as print, radio and television. MTP's advertisements are created through a combination of in-house work and outside advertising agencies. Copies of advertising material developed and paid for by MTP will be made available to you for the cost of reproduction and shipping incurred. MTP may develop special advertising materials for specific franchisees. The costs associated with this development may be charged directly to you if you request these services. (Franchise Agreement, Paragraph 10B.) If there is a previously existing advertising campaign effective in your regional area that benefits your franchise territory and was in place prior to your purchase of your franchise, you must pay an evenly distributed percentage of the costs involved from the date you sign your Franchise Agreement, including costs for yellow page advertisements and local radio or television advertisements, based upon the number of franchisees involved in the

advertising campaign. The franchisees involved in such advertising campaign are responsible for its administration. See Items 6, 7, and 9 for the actual and estimated costs related to these obligations. MTP sets the advertising policies for franchisees and welcomes suggestions and comments from them, MTP does not presently have an active advisory council or cooperative composed of franchisees. MTP does not have the power to require cooperatives to be formed, changed, dissolved or merged.

Local Advertising You must spend at least 4-1/2% of your Gross Revenue on advertising and promotion of your business ("Local Advertising Requirement"). All advertising must be completely factual and comply with MTP's guidelines for advertising as specified in the Operations Manual. You must submit all advertising material to MTP for its approval or disapproval at least 60 days before publication. MTP will notify you of its approval or disapproval within 15 days of receipt. The local advertising generated with the funds mandated by the Local Advertising Requirement may either be placed individually by you or collectively by a group of franchisees located in the same trading area. You have the option to spend whatever amounts you deem appropriate, in your sole discretion, for advertising and promoting your business locally as long as the annual expenditures for local advertising fulfill the Local Advertising Requirement. MTP is not required to spend any amount on advertising in your territory.

Advertising Fund If you do not meet the Local Advertising Requirement, MTP may require you to contribute to an Advertising Fund an amount that is equal to or greater than the difference between the amount spent by you on local advertising and the required amount, as MTP determines, to the Advertising Fund. MTP has the right to establish an Advertising Fund but has never done so. If MTP does establish an Advertising Fund, no contributions to the Advertising Fund would be used to solicit new franchise sales.

MTP will direct all advertising, marketing, and promotional programs, and have sole discretion over all aspects of those programs, including concepts, materials, and media used, and placement and allocation. The Advertising Fund is intended to maximize general public recognition, acceptance, and use of the System, and MTP is not obligated, in administering the Advertising Fund, to make expenditures for you which are equivalent or proportionate to your contribution, if any, to make expenditures in Franchisee's geographical area, or to ensure that you benefit directly or on a pro rata basis from expenditures or activities of the Advertising Fund. The Advertising Fund will be used exclusively to meet the costs of maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which MTP believes will enhance the image of the System, including the costs of preparing and conducting radio, television, print, and Internet-based advertising campaigns; developing, maintaining, and updating a World Wide Web site on the Internet; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies to assist therein; purchasing promotional items; purchasing point-of-purchase materials; and providing promotional and other marketing materials and services to the businesses operating under the System. The Advertising Fund may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved in advance by Franchisor, which products, services, or improvements Franchisor shall have the right to determine which items will promote general public awareness and favorable support for the System. The Advertising Fund will be audited, and you may review the audit upon reasonable request.

Computer Systems Under the Franchise Agreement, you must obtain a computer system and use MTP's recommended management software program. The Franchisor does not require independent

access to your data. The Franchisor does reserve the right to inspect your computer system and retrieve customer account data, financial information and sales reports under Item 12 of the Franchise Agreement. The minimum required hardware and software versions are described in Item 8. The cost to purchase the computer system may vary depending on the computer model you elect to purchase or whether you lease the necessary equipment. MTP estimates that a new Computer System will cost approximately $1,480.00 and the management software will cost approximately $2,200.00.

MTP does not provide assistance to franchisees in connection with the maintenance, repair, upgrade or update to computer systems or software. Franchisees are not required to upgrade or update the computer system, provided that the computer system is sufficient to operate the required management software.

You are not permitted to build a Web Site or Home Page using MTP's registered marks.

MTP Confidential Operations Manual Upon request, MTP will allow you to view its Operations Manual at MTP's headquarters before you purchase the franchise. The Operations Manual contains approximately 1,012 pages. A copy of the Operations Manual table of contents is attached as Exhibit D to this disclosure document.

Selection of the Franchisee's Business Location Your franchise must be located at premises approved by MTP in the Operating Territory assigned by MTP in accordance with the criteria described under Item 12 below. Your franchise premises may be located in a professional setting. If you have two franchised territories in the same adjacent general trading area, you only need one business location in the two Operating Territories.

Time for Commencement of Your Franchise The length of time between the signing of the Franchise Agreement or the first payment of any consideration and the start of your franchise is estimated to range from 6 to 8 weeks, depending upon the scheduling of your training program and your successful completion of it. You agree to commence your business as soon as possible, but in any event not later than 30 days after completing the Franchisor's training program.

Approval of Management Personnel The employment of management personnel must be approved in writing by MTP before the management personnel assumes management responsibility. Criteria for approval may include satisfactory completion of MTP's training program and management personnel's execution of nondisclosure agreements and covenants not to compete similar to those applicable to you under Paragraphs 7 and 15D of the Franchise Agreement.

Training Programs Before the opening of your franchise, you must attend and complete, to MTP's satisfaction, the initial 3 day classroom training program offered by MTP in St. Cloud, Florida. MTP reserves the right to provide training at other locations in the future. MTP will provide instructors and training materials for the initial training program. Training materials generally include the Operations Manual, handouts and demonstrations. The training program is offered periodically as needed to train new franchisees. Field Training (5days) will be given at your office location. Field training must be completed within 1 month after you open your franchised business.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training Franchisee Office	Location*
Use and application of supplies & equipment	4 hours	6 hours	St. Cloud, Florida
Office Management	2 hours	2 hours	St. Cloud, Florida
Personnel Management	4 hours	8 hours	St. Cloud, Florida
Marketing	4 hours	2 hours	St. Cloud, Florida
Advertising	2 hours		St. Cloud, Florida
Computer	2 hours		St. Cloud, Florida
Estimating	2 hours	16 hours	St. Cloud, Florida
Customer Relations	2 hours	6 hours	St. Cloud, Florida
Financial Matters	2 hours		St. Cloud, Florida
TOTALS	24 hours	40 hours	

* On-The-Job Training is provided at the franchisee's office location.

The Maid to Perfection training instructors are: Michael James Katzenberger, MTP's CEO, Lori Katzenberger, President, Patrick Aaron, Corporate Training Instructor, Gina Reeves, Training Coordinators, and Rick Bell, IT. These trainers have had between 20 and 30 years prior experience in the operation of a business similar to your own, as described in Item 2 of this disclosure document.

MTP will provide optional training programs for your management personnel to be held in St. Cloud, Florida. MTP may also provide mandatory retraining programs, without charge, for franchisees whose performance in operating their franchise demonstrates a need. The retraining may last from 2 days to 2 weeks, depending upon their needs. All travel and living expenses will be borne by you. For both the initial training and any retraining programs, you will be responsible for any and all travel and living expenses incurred. There is a $100 fee for managers and additional persons attending the training program. In addition, MTP may provide training in specialized cleaning, with or without charge, subject to your payment of all travel and living expenses. You must train non-management personnel at your own expense. You must attend regional seminars held at a designated location by the Regional Developer or Franchisor and you must attend the annual convention.

Item 12: Territory

The Franchise Agreement provides that you may establish your franchise and solicit customers only within the Operating Territory specified in the Agreement. The Operating Territory will include a minimum of 20,000 households with an average household income of over $75,000, based upon statistics from the CACI Marketing Systems, Sourcebook of Zip Code Demographics, and/or Scan US computer software. In rural areas, the Operating Territory may be several counties in size. In more densely populated urban areas, the Operating Territory may be the entire town or city. In major cities, the Operating Territory may be restricted to only a portion of the city. The Operating Territory will be assigned before signing the Franchise Agreement and will be described by inserting a description and geographical boundaries of the territory in the Franchise Agreement or by attaching a map or other geographical description of the territory as an exhibit to the Franchise Agreement.

Franchisees may relocate the franchised business within the Territory only after receiving MTP's approval, provided that MTP does not permit franchisees to relocate the franchised business to a personal residence. MTP will approve any commercial location requiring less than a 5 year lease.

The Operating Territory is reserved exclusively for you, but only during your first year of operation and while you achieve a minimum Gross Revenue of $2,000 per week during the second year, $3,000 per week during the third year, $4,000 per week during the fourth, and $5,000.00 per week during the fifth year and subsequent years of the franchise. There is no minimum quota during the first year. If the quotas are met, MTP will not enfranchise anyone else to operate a similar business, nor will MTP itself operate a similar business, in the Operating Territory.

If the quotas are not met, MTP reserves the right to convert the Franchise to a non-exclusive Operating Territory, or terminate the Agreement. Under these circumstances, you will not have an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that MTP controls. If the exclusivity of the Operating Territory is lost, it cannot be regained without MTP's express written agreement, even if your sales increase substantially and quotas are subsequently met. Once the Operating Territory is no longer exclusively reserved for you, MTP will have the right to grant other franchises and to operate a Maid to Perfection franchise in the Operating Territory. As of the date of this disclosure document, MTP has not granted another franchise within an existing franchisee's Operating Territory. You do not have any rights to rescind or amend the terms of the Franchise Agreement.

MTP has the right to use other channels of distribution, including the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within any franchisee's territory using MTP's principal trademarks or different trademarks. You are not restricted from soliciting or accepting orders from consumers outside of the Operating Territory, but you may not make sales within or outside of the Operating Territory using other channels of distribution, including the Internet, catalog sales, telemarketing, or other direct marketing. Neither MTP nor other franchisees will have to compensate you for soliciting or accepting orders from inside the Operating Territory.

While not prohibited from doing so by the Franchise Agreement, MTP does not intend to operate, or franchise others to operate, any business in the United States offering services similar to those offered by you, under trade names or trademarks other than the "Maid to Perfection" Trademark, except that in Northern Virginia MTP may sell franchises that would use the "MAID PERFECT" Trademark instead of using the "Maid to Perfection" Trademark. MTP reserves the right to operate or franchise another business under a different trademark. There are no foreseen circumstances that permit the Franchisor to modify the franchisee's territorial rights.

Item 13: Trademarks

Under the Franchise Agreement, MTP grants you the right and license to operate a business under the name and trademark **Maid to Perfection**. You may also use the other current or future trademarks we license you to use to operate your business. By trademarks, MTP means trade names, trademarks, service marks and logos used to identify your business. You may not, directly or indirectly, contest MTP's ownership of or rights in MTP's trademarks.

MTP has registered the following trademarks on the U.S. Patent and Trademark Office ("PTO") principal register:

SERVICE MARK	REG. NUMBER	REG. DATE
Maid to Perfection	1,687,321	May 12, 1992
WE DON'T CLAIM WE'RE THE BEST, OUR CUSTOMERS DO!	1,689,643	May 26, 1992
Maid to Perfection CLEANING SERVICES. WE DON'T CLAIM WE'RE THE BEST, OUR CUSTOMERS DO & Design	1,782,228	July 13, 1993
Peace of Mind Assurance	2,466,661	July 3, 2001
Facilities to Perfection	2,954,453	May 24, 2005

MTP has filed all required affidavits and renewals.

As of the date of this Franchise Disclosure Document, there are no effective material determinations of the United States Patent and Trademark Office, The Trademark Trial and Appeal Board, the trademark administrator of this state or any court; nor is there any pending infringement, opposition, or cancellation proceeding; nor is there any pending material litigation involving the principal trademarks. As of the date of this Franchise Disclosure Document, there are no agreements currently in effect which limit MTP's right to use or license MTP's trademarks. We do not know of either superior prior rights or infringing uses that could materially affect your use of our Marks in any state.

You must follow our rules when you use these marks. You cannot use a name or mark as part of your corporate name or with modifying words, designs or symbols except for those which MTP licenses to you. You may not use MTP's registered name in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by MTP. You may not use MTP's registered name as an address for a Web Site or Home Page.

You must notify us of any suspected infringements, limitations, or suspected unauthorized use of the Marks, or any challenges to the validity, our ownership of, right to use and license others to use, or to your use of the Marks. The Franchise Agreement does not contain any provision which requires MTP to defend against any claims of infringement or unfair competition from your use of MTP's trademarks. If litigation involving MTP's trademarks is instituted or threatened against you, the Franchise Agreement requires you to notify MTP promptly and cooperate fully with MTP in defending or settling the litigation. The Franchise Agreement provides that MTP must, during the term of your franchise, indemnify and hold you harmless from, and reimburse you for, all damages for which you are held liable in any proceeding (including trademark infringement or unfair competition) from your use of the trademarks in compliance with the Franchise Agreement.

MTP has the right to require you to modify or discontinue your use of any of MTP's trademarks. If MTP exercises this right, MTP will provide advance notice to all franchisees and will reimburse you for your reasonable out-of-pocket costs of complying with this obligation.

Item 14: Patents, Copyrights and Proprietary Information

MTP does not own or claim any rights in any patents, which are material to the franchise. MTP does claim Federal and common law copyrights and ownership of the contents of the Operations Manual, training films and marketing materials. On December 3, 1992, Copyright Registration No.

TX3497761 was issued by the U.S. Copyright Office to MTP for a copyright in MTP's proprietary and promotional materials. To the extent permissible under law, MTP intends to renew this copyright.

If you know of any unauthorized disclosure or use of our proprietary information, you must notify us and we can take any action we believe appropriate. You must notify us of any apparent infringement of, or challenge to, your use of any copyrighted works, or of any person's claim of any rights in any copyrighted works; and you may not communicate with any person, other than us and our and your attorneys, regarding any challenge, infringement, or claim. We may take any action we choose and control any litigation or administrative proceeding from any challenge, infringement, or claim concerning any copyrighted work. You must assist us in protecting and maintaining our interests in the copyrighted works in any litigation or proceeding.

Under the Franchise Agreement, you must operate your franchise in accordance with the Operations Manual. You will receive one copy of the Operations Manual in hard copy and one copy on CD, on loan from MTP for the term of the Franchise Agreement. You must at all times treat the Operations Manual, any other manual created for or approved for use in the operation of your franchise, and the information contained therein, as confidential, and must use all reasonable efforts to maintain this information as secret and confidential. You must 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 Operations Manual will at all times remain the sole property of MTP and must at all times be kept in a secure place in your business premises. MTP may periodically revise the contents of the Operations Manual, and you expressly agree to comply with each new or changed standard. You must at all times insure that your copy of the Operations Manual is kept current and up to date. In the event of any dispute as to the contents of the Operations Manual, the terms of the master copy of the Operations Manual maintained by MTP at MTP's headquarters will be controlling.

You must at all times preserve in confidence any and all materials and information furnished or disclosed to you by MTP and may disclose this information or materials only to those employees or agents who must have access to it in connection with their employment. You must not at any time, without MTP's prior written consent, copy, duplicate, record, or otherwise reproduce these materials or information, in whole or in part, nor otherwise make the same available to any person unauthorized by MTP.

You must not, during the term of the Franchise Agreement or any time afterwards, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of your franchise which may be communicated to you or which you may know about by virtue of your operation under the terms of the Franchise Agreement. You may divulge this confidential information only to those employees requiring access to it in order to operate your franchise. Any and all information, knowledge, know-how, and techniques which MTP designates as confidential will be deemed confidential for purposes of the Franchise Agreement, except information which you can demonstrate came to your attention before disclosure by MTP; or which, at or after the time of disclosure by MTP, had become or later becomes a part of the public domain, through publication or communication by others.

Item 15: Obligation to Participate in the Actual Operation of the Franchise Business

The Franchise Agreement requires that your franchise be under your direct supervision at all times. There is no requirement in the Franchise Agreement that you hire a manager. The business must be directly supervised "on premise" by a manager who has successfully completed all training courses that may be designated by MTP. The on premises manager cannot have an interest or business relationship with any of MTP's business competitors. Except as MTP may otherwise expressly allow in writing, you or your manager must devote full time, energy, and best efforts to the management and operation of your franchise. Under Section 4C of the Franchise Agreement, all management personnel, including on premises managers, must execute a non-disclosure agreement to maintain the confidentiality of Franchisor's trade secrets, proprietary information, and Operations Manual, as well as an agreement not to compete with Franchisee/Franchisor for 2 years after termination of employment within the Operating Territory or within 25 miles of any Operating Territory of Franchisor or any Maid to Perfection Franchisee.

While not expressly set forth in the Franchise Agreement, it is MTP's practice and intention to grant franchises only to individuals. However, the Franchise Agreement may be assigned to a corporation which may not conduct business other than operating a Maid to Perfection franchise, provided that this corporation is actively managed by you and that you own and control the majority of the equity and voting power of this corporation. In those cases where the Franchise Agreement is assigned to a corporation, this assignment is accomplished by the execution of the Assignment Agreement in which you and your company agree to be bound, jointly and severally, by all provisions of the Franchise Agreement. A copy of the Assignment is attached as Exhibit E. This assignment will not, therefore, relieve you of your personal obligations to MTP under the Franchise Agreement. All issued and outstanding share certificates of the corporation must bear a legend stating that the shares may not be transferred, assigned or sold without MTP's approval.

Item 16: Restrictions on What the Franchisee May Sell

The Franchise Agreement provides that you must offer all goods and services required by MTP. The required services include cleaning services for residential and commercial clients. The equipment and supplies used by your franchise must be approved by MTP (see Item 8). MTP has the right to add additional services that your franchise is required to offer. There are no limits on this right except that such additional services will be related to cleaning services.

MTP also designates some optional services for qualified franchisees. If these services are offered, you will have to comply with other requirements, including training, marketing, and insurance, before MTP will allow you to offer these optional services. You are also prohibited from offering any goods or services not authorized by MTP. MTP does not impose any restrictions whereby the Franchisee is limited in the customers to whom services can be provided.

Item 17: Renewal, Termination, Transfer and Dispute Resolution

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

THE FRANCHISE RELATIONSHIP

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Section 1.A	Term is 10 years. However, if you live in California or your franchise will be located in California, California and Professions Code Sections 20000 through 20043 may provide you with additional rights relating to termination or non-renewal of your franchise.
b.	Renewal or extension of term	Section 1.B	You must be in good standing and the renewal term is 10 years. Automatic renewal for a term of ten years will be issued, unless MTP is properly notified of the franchisee's election not to renew.
c.	Requirements for franchisee to renew or extend	Section 1.B	Sign new agreement which may materially differ in terms and conditions from the original contract, at the election of MTP, be in compliance with all requirements of the Franchise Agreement, and sign a general release of MTP of any and all claims you may have against MTP, excluding only such claims as may have arisen against MTP under the Federal Trade Commission Act, as amended, and if you live in Washington or your franchise will be located there, as included in the Washington Franchise Investment Protection Act. Any general release required by MTP will not apply to any liability under the Maryland Franchise Registration and Disclosure Law if you live in Maryland or your franchise will be located there. If you live in New York or your franchise will be located there, all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the related regulations issued will remain in force; it being the intent of this provision that the non-waiver provisions of the GBL 687.4 and 687.5 be satisfied. If you live in North Dakota or your franchise will be located there, no release will be required.
d.	Termination by franchisee	Section 14.A	Non-compliance by MTP and no cure after written notice provided. Franchisee may terminate the agreement on any grounds available by law.
e.	Termination by MTP without cause	Not Applicable	Not Applicable
f.	Termination by MTP with cause	Sections 14.B & C	MTP can only terminate if you are in default of the Franchise Agreement
g.	"Cause" defined – curable defaults	Section 14.C	Includes offering non-approved goods or services, non-payment of fees, not submitting reports, and other defaults of the Franchise Agreement. If you live in

			Minnesota or your franchise will be located there, MTP will comply with Minnesota Statute Section 80C.14, Subdivisions 3, 4, and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.
h.	"Cause" defined – non-curable defaults	Section 14.C	Includes conviction of a felony, bankruptcy, and repeated defaults of the Franchise Agreement. (Note: The provision in the Franchise Agreement that provides for termination upon bankruptcy of Franchisee may not be enforceable under Federal bankruptcy law (11 U.S. § 101 *et seq.*))
i.	Franchisee's obligations on termination/ non-renewal	Section 15	Includes payment of all unpaid fees, return of MTP's proprietary materials, discontinuance of use of MTP's Trademarks, and not competing with MTP.
j.	Assignment of contract by MTP	Section 16.B	No restriction. However, no assignment will be made except to an assignee who is in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement.
k.	"Transfer" by franchisee - definition	Section 16.B	Includes transfer of assets, contracts, or ownership.
l.	MTP's approval of transfer by franchisee	Section 16.B	Subject to MTP's approval.
m.	Conditions for MTP's approval of transfer	Section 16.B	Includes payment of transfer fee and all unpaid fees, approval of the transferee, its successful completion of the training, payment of the On-Site Office Set-Up Package, and sign a general release of MTP of any and all claims you may have against MTP, excluding only such claims as may have arisen against MTP under the Federal Trade Commission Act, as amended, and if you live in Washington or your franchise will be located there, as included in the Washington Franchise Investment Protection Act; Washington law also only allows MTP to collect the transfer fee to the extent that it reflects MTP's reasonable estimated or actual costs in affecting the transfer. Any general release required by MTP will not apply to any liability under the Maryland Franchise Registration and Disclosure Law if you live in Maryland or your franchise will be located there. If you live in New York or your franchise will be located there, all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the related regulations issued there under will remain in force; it being the intent of this provision that the non-waiver provisions of the GBL 687.4 and 687.5 be satisfied.
n.	MTP's right of first refusal to acquire franchisee's business	Section 16.F	MTP can match any offer for the purchase of your franchise.

o.	MTP's option to purchase franchisee's business	Section 15.E	MTP has the right, but not the obligation, to purchase your business after the termination or expiration of your franchise.
p.	Death or disability of franchisee	Section 16.E	Franchise must be assigned by estate to an approved buyer.
q.	Non-competition covenants during the term of the franchise	Section 5.F	You are prohibited from competing with MTP during the term of the Agreement in the state where your operating territory is located or within 25 miles of your territory or any other MTP franchise.
r.	Non-competition covenants after the franchise is terminated or expires	Section 15.D	You are prohibited from competing with MTP for 2 years in the state where your operating territory is located or within 25 miles of your territory or any other MTP franchise. However, if you live in California or your franchise will be located there, this provision may not be enforceable under California law. If you live in Indiana, your area for not competing is limited to your operating area. Covenants not to compete such as those mentioned in Section 15.D are generally considered unenforceable in North Dakota.
s.	Modification of the agreement	Sections 5.D and 18.D	At MTP's reasonable discretion.
t.	Integration/merger clause	Section 18.J	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation.	Section 18.A	Disputes must be resolved by arbitration. MTP reserves the right to seek preliminary equitable relief, including, but not limited to, preliminary injunctions and restraining orders, from an appropriate court of law rather than an arbitrator. However, if you live in California or your franchise will be located there, this provision may not be enforceable. If you live in Minnesota or your franchise will be located there, this provision will not be construed to require you to waive your rights to a jury trial or rights to any procedure, forum, or remedies provided for by the laws of Minnesota. If you live in North Dakota or your franchise will be located there, the site of arbitration must be agreeable to both parties.
v.	Choice of forum	Section 18.A	Disputes will be arbitrated in Washington, DC or at such other location may be agreed by you and MTP. However, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, as long as those claims are brought within 3 years after the grant of the franchise. If you live in California or your franchise will be located there, this provision may not be enforceable under California law. If you live in Illinois or your franchise will be located there, the Illinois Franchise Disclosure Act will govern the construction of the Franchise Agreement. If you live in Washington or your franchise will be located there, the place of arbitration will be in Washington or as otherwise agreed.

w.	Choice of law	Section 18.Q	Florida law. However, if you live in California or your franchise will be located there, the application of the laws of Florida may not be enforceable under California law. If you live in Illinois or your franchise will be located there, the Illinois Franchise Disclosure Act will govern the construction of the Franchise Agreement. If you live in Minnesota or your franchise will be located there, Minnesota Statute Section 80C.21 and Minnesota Rule Parte 2860.4400J prohibit waiver of a jury trial and prohibit requiring a franchisee to consent to liquidated damages and termination penalties. Minn. Rule 2860.4400D prohibits a Franchisor from requiring a franchisee to assent to a general release. If you live in New York or your franchise will be located there, the choice of law provision should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the state of New York. If you live in North Dakota or your franchise is located there, the choice of law will be North Dakota.

Item 18: Public Figures

MTP does not use any public figure to promote its 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 representation about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Michael James Katzenberger at 3111 Innovation Drive, St. Cloud, Florida, 34769, (800) 648-6243, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20: Outlets and Franchisee Information

(Includes Data from Predecessor acquired franchise units)

Table No. 1
System-wide Outlet Summary
For years ~~2014~~2015 to 2017~~6~~

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Centers	~~2014~~2015	~~198~~204	204	~~+6~~0
	~~2015~~2016	204	~~204~~142	~~0~~-62
	~~2016~~2017	~~204~~142	~~138~~113	~~-66~~-29
Company-Owned Centers	2015~~2014~~	0	0	0
	2016~~2015~~	0	0	0
	2017~~2016~~	0	0	0
Total Centers	2015~~2014~~	~~198~~204	204	~~+6~~0
	2016~~2015~~	204	~~204~~142	~~0~~-62
	2017~~2016~~	~~204~~142	~~142~~113	~~-62~~-29

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years ~~2014~~2015 to ~~2016~~2017

State	Year	Number of Transfers
	2015~~2014~~	0
	2016~~2015~~	0
	2017~~2016~~	0
Total:	2015~~2014~~	0
	2016~~2015~~	0
	2017~~2016~~	0

Table No. 3
Status of Franchised Outlets
For Years ~~2014~~2015 to ~~2016~~2017

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-renewals	Reacquired by Franchisor	Ceased Operation – Other Reasons	Outlets at End of Year
Alabama	2015~~2014~~	4	0	0	0	0	0	4
	2016~~2015~~	4	0	0	0	0	0	4
	2017~~2016~~	4	0	0	0	0	0	4
Arizona	2015~~2014~~	6	0	0	0	0	0	6
	2016~~2015~~	6	0	0	0	0	0	6
	2017~~2016~~	6	0	0	0	0	0	6
Arkansas	2015~~2014~~	7	0	0	0	0	0	7
	2016~~2015~~	7	0	~~0~~7	0	0	0	~~7~~0
	2017~~2016~~	~~7~~0	0	~~7~~0	0	0	0	0
California	2015~~2014~~	2	0	0	0	0	0	2
	2016~~2015~~	2	0	0	0	0	0	2
	2017~~2016~~	2	0	0	0	0	0	2
Connecticut	2015~~2014~~	7	0	0	0	0	0	7
	2016~~2015~~	7	0	0	0	0	0	7
	2017~~2016~~	7	0	0	0	0	~~0~~3	~~7~~4

Table No. 3
Status of Franchised Outlets
For Years ~~2014~~2015 to ~~2016~~2017

Delaware	2015~~2014~~	5	0	0	0	0	0	5
	2016~~2015~~	5	0	~~0~~5	0	0	0	~~5~~0
	2017~~2016~~	~~5~~0	0	~~5~~0	0	0	0	0
Florida	2015~~2014~~	~~5~~11	~~6~~0	0	0	0	0	11
	2016~~2015~~	11	0	0	0	0	0	11
	2017~~2016~~	11	0	0	0	0	0	11
Georgia	2015~~2014~~	4	0	0	0	0	0	4
	2016~~2015~~	4	0	~~0~~0	0	0	0	~~4~~0
	2017~~2016~~	~~4~~0	0	~~4~~0	0	0	0	0
Illinois	2015~~2014~~	13	0	0	0	0	0	13
	2016~~2015~~	13	0	0	0	0	0	13
	2017~~2016~~	13	0	0	0	0	0	13
Indiana	2015~~2014~~	0	0	0	0	0	0	0
	2016~~2015~~	0	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0	0
Kansas	2015~~2014~~	13	0	0	0	0	0	13
	2016~~2015~~	13	0	~~0~~13	0	0	0	~~13~~0
	2017~~2016~~	~~13~~0	0	~~13~~0	0	0	0	0
Louisiana	2015~~2014~~	0	0	0	0	0	0	0
	2016~~2015~~	0	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0	0
Maryland	2015~~2014~~	22	0	0	0	0	0	22
	2016~~2015~~	22	0	0	0	0	0	22
	2017~~2016~~	22	0	0	0	0	~~0~~6	~~22~~16
Michigan	2015~~2014~~	0	0	0	0	0	0	0
	2016~~2015~~	0	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0	0
Missouri	2015~~2014~~	18	0	0	0	0	0	18
	2016~~2015~~	18	0	~~0~~18	0	0	0	~~18~~0
	2017~~2016~~	~~18~~0	0	~~18~~0	0	0	0	0
Nevada	2015~~2014~~	0	0	0	0	0	0	0
	2016~~2015~~	0	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0	0
New York	2015~~2014~~	11	0	0	0	0	0	11
	2016~~2015~~	11	0	0	0	0	0	11
	2017~~2016~~	11	0	0	0	0	~~0~~7	~~11~~4
North Carolina	2015~~2014~~	12	0	0	0	0	0	12
	2016~~2015~~	12	0	0	0	0	0	12
	2017~~2016~~	12	0	0	0	0	~~0~~8	~~12~~4
North Dakota	2015~~2014~~	7	0	0	0	0	0	7
	2016~~2015~~	7	0	0	0	0	0	7
	2017~~2016~~	7	0	0	0	0	~~0~~5	~~7~~2
Ohio	2015~~2014~~	0	0	0	0	0	0	0
	2016~~2015~~	0	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0	0
Oklahoma	2015~~2014~~	5	0	0	0	0	0	5
	2016~~2015~~	5	0	~~0~~5	0	0	0	~~5~~0
	2017~~2016~~	5	0	~~5~~0	0	0	0	0
Oregon	2015~~2014~~	0	0	0	0	0	0	0
	2016~~2015~~	0	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0	0
Pennsylvania	~~2014~~2015	38	0	0	0	0	0	38
	~~2015~~2016	38	0	0	0	0	0	38

Table No. 3
Status of Franchised Outlets
For Years ~~2014~~2015 to ~~2016~~2017

	~~2016~~2017	38	0	0	0	0	0	38
South Carolina	2015~~2014~~	0	0	0	0	0	0	0
	2016~~2015~~	0	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0	0
Tennessee	2015~~2014~~	0	0	0	0	0	0	0
	2016~~2015~~	0	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0	0
Texas	2015~~2014~~	0	0	0	0	0	0	0
	2016~~2015~~	0	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0	0
Virginia	2015~~2014~~	14	0	0	0	0	0	14
	2016~~2015~~	14	0	~~0~~10	0	0	0	~~14~~4
	2017~~2016~~	~~14~~	0	~~10~~0	0	0	0	4
Washington	2015~~2014~~	0	0	0	0	0	0	0
	2016~~2015~~	0	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0	0
West Virginia	2015~~2014~~	5	0	0	0	0	0	5
	2016~~2015~~	5	0	0	0	0	0	5
	2017~~2016~~	5	0	0	0	0	0	5
District of Columbia	2015~~2014~~	0	0	0	0	0	0	0
	2016~~2015~~	0	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0	0
Totals	2015~~2014~~	~~198~~20 4	~~6~~0	0	0	0	0	204
	2016~~2015~~	204	0	~~0~~62	0	0	0	~~204~~142
	2017~~2016~~	~~204~~14 2	0	~~62~~0	0	0	~~0~~29	~~142~~113

Table No. 4
Status of Company-Owned Outlets
For years ~~2014~~2015 to ~~2016~~2017

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida	2015~~2014~~	0	0	0	0	0	0
	2016~~2015~~	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0
Totals	2015~~2014~~	2	0	0	2	0	0
	2016~~2015~~	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0

Table No. 5
Projected Openings as of December 31, ~~2017~~2018

State	Franchise Agreements Signed but Outlet Not Open	Projected New Franchised Outlets in Next Fiscal Year	Projected New Company-owned Outlets in Next Fiscal Year
Alabama	0	1	0
Arizona	0	1	0
Arkansas	0	1	0
California	0	1	0

Table No. 5 Projected Openings as of December 31, ~~2017~~2018			
State	Franchise Agreements Signed but Outlet Not Open	Projected New Franchised Outlets in Next Fiscal Year	Projected New Company-owned Outlets in Next Fiscal Year
Colorado	0	1	0
Delaware	0	1	0
Florida	0	1	0
Georgia	0	1	0
Hawaii	0	1	0
Idaho	0	1	0
Illinois	0	1	0
Indiana	0	1	0
Kansas	0	1	0
Kentucky	0	1	0
Louisiana	0	1	0
Maine	0	1	0
Massachusetts	0	1	0
Michigan	0	1	0
Minnesota	0	1	0
Mississippi	0	1	0
Nebraska	0	1	0
Nevada	0	1	0
New Hampshire	0	1	0
New Jersey	0	1	0
New Mexico	0	1	0
New York	0	1	0
North Carolina	0	1	0
North Dakota	0	1	0
Ohio	0	1	0
Oregon	0	1	0
Pennsylvania	0	1	0
Rhode Island	0	1	0
Tennessee	0	1	0
Texas	0	1	0
Utah	0	1	0
Vermont	0	1	0
Virginia	0	1	0
Washington	0	1	0
Wisconsin	0	1	0
Total	0	39	0

Attached as Exhibit F to this disclosure document is a list of the names, addresses and telephone numbers of all franchisees, and the last known office address and telephone number of every franchisee who had an outlet terminated, canceled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the previous fiscal year, or who has not communicated with MTP within 10 weeks of the application 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 fiscal years, no franchisee has signed a confidentiality clause that restricts their ability to speak openly to prospective franchisees about their experience as a MTP franchisee. No trademark-specific franchise organization associates with the MTP system currently exists.

Item 21: Financial Statements

Attached as Exhibit G to this disclosure document is the audited financial statements for the fiscal years ended December 31, ~~2014~~2015, December 31, ~~2015~~ 2016 and December 31, ~~2016~~2017.

For the protection of prospective franchisees, we defer your requirement under the Franchise Agreement to pay us the initial franchise fee until we have completed our initial obligations to you as described under the headings "before opening" and "training program" in item 11 of the franchise disclosure document and your franchised business is open and operating. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

Item 22: Contracts

Attached are copies of the following agreements relating to the offer of the franchise:
Exhibit A – Franchise Agreement;
Exhibit C – Secured Promissory Note;
Exhibit E – Corporate Assignment Agreement;
Exhibit J – Authorization to Charge Credit Card Form;
Exhibit K – Telephone Listing Agreement;
Exhibit L – Sample General Release, and
Exhibit M – Receipts

Item 23: Receipts

The last pages of this disclosure document are detachable documents acknowledging receipt of this disclosure document. Please sign both receipt pages and return the one marked "Franchisor Copy" to MTP in the enclosed self-addressed, postage paid envelope. If this page or any other pages or exhibits are missing from your copy, please contact MTP at this address or telephone number: Maid to Perfection Global, Inc., 3111 Innovation Drive, St. Cloud, Florida 34769, (800) 648-6243.

EXHIBIT A

Maid to Perfection®
FRANCHISE DISCLOSURE DOCUMENT

Franchise Agreement

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Maid to Perfection FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 201_ by and between:

Maid to Perfection Global, Inc., a Florida corporation having its principal place of business at 3111 Innovation Drive, St. Cloud, Florida, 34769, (hereinafter "Franchisor"),

AND

_____

(NAME)

_____

(STREET ADDRESS)

_____

(CITY, STATE, ZIP)

_____

(PHONE NUMBER)

(hereinafter the "Franchisee")

WITNESSETH

WHEREAS, the Franchisor has certain rights to and has registered in certain jurisdictions the service mark, trade name, trademark, logo, commercial symbol, and style "Maid to Perfection" and slogan used therewith (hereinafter "Trademarks");

WHEREAS, the Franchisor conducts business under said Trademarks, owns valuable goodwill and has valuable expertise, trade secrets, confidential methods, procedures, techniques, and materials connected with the operation, promotion, and advertising of a retail business offering light household cleaning services (as more fully described in the "Operations Manual");

WHEREAS, the Franchisee desires to establish a household cleaning business using the Franchisor's Trademarks and Operations Manual and has applied to the Franchisor for such right;

NOW, THEREFORE, in consideration of the promises and the covenants herein contained, the parties agree as follows:

1. GRANT AND RENEWAL OF FRANCHISE

1A. GRANT OF FRANCHISE

Subject to all the terms and conditions of this Agreement, the Franchisor hereby grants to the Franchisee, and the Franchisee accepts, a conditionally exclusive franchise and right (hereinafter "Franchise") to use the Trademarks, Operations Manual, and the Franchisor's distinctive system and method of conducting business in the operation by the Franchisee of a Maid to Perfection business (hereinafter "Franchisee's Business") within, and only within, the area described in Schedule "A" attached hereto (hereinafter "Operating Territory"), for a term of ten (10) years (hereinafter "Term") commencing on the date of this Agreement. Termination or expiration of this Agreement shall constitute a termination or expiration of the Franchise.

1B. RENEWAL OF FRANCHISE

Subject to the provisions of this paragraph, this Agreement shall automatically renew for an additional term of ten (10) years unless the Franchisor or Franchisee provides a written notice of intent not to renew at least 180 days before expiration of the current term of the Agreement, or whatever longer period may be required by any applicable law. Upon renewal, the Franchisor may require the Franchisee to comply with the following:

(1) the Franchisee has been throughout the Term, and still is, in full compliance with this Agreement;

(2) upon election by the Franchisor, the Franchisee shall execute the Franchisor's then existing Franchise Agreement, which may vary significantly from this present Franchise Agreement and may contain different provisions regarding Royalty and Service Fees, Advertising Fees, Local Advertising Requirements, and Regional Owners Forum Assessment, Sales Quotas, and other terms;

(3) the Franchisee shall execute and deliver a general release of the Franchisor, its officers, directors and employees, excluding only such claims as the Franchisee may have that have arisen under the Federal Trade Commission Act, as amended, and if the Franchisee lives in Washington or the franchise will be located there, as included in the Washington Franchise Investment Protection Act. However, any release, estoppels, or waiver of liability is not intended to nor shall they act as a release, estoppels, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. If Franchisee lives in New York or its franchise will be located there, all rights enjoyed by the Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued there under shall remain in force; it being the intent of this provision that the non-waiver provisions of the GBL 687.4 and 687.5 be satisfied. If the Franchisee lives in or the franchise is located in North Dakota or Indiana, no release is required.

For the purposes hereof, if the Franchisor elects to have Franchisee sign a new Agreement, the Franchisee shall be deemed to have irrevocably declined to renew the Franchise and his/her right to do so shall terminate, if he/she fails to so execute and return to the Franchisor its then standard Franchise Agreement and Franchisor's other documents required for a renewal, within thirty (30) days after the Franchisor has delivered them to the Franchisee for signature. Provided however, if Franchisee lives in Illinois or the franchise will be located there, the conditions on which Franchisee's franchise can be non-renewed may be affected by Illinois law, Illinois Rev. Statute 1987, ch. 121 1/2, paragraphs 1719, and 1720.

2. EXCLUSIVITY OF OPERATING TERRITORY

2A. MINIMUM SALES QUOTAS

The Franchisor covenants not to operate itself, nor to enfranchise others to operate a Maid to Perfection Franchise within the Operating Territory, provided that the Franchisee meets or exceeds the sales quotas set forth below:

(i) an amount of two thousand dollars ($2,000.00) in Gross Revenue per week during the one year period commencing on the first (1st) Monday, and ending on the fifty second (52nd) Monday, after the Franchisee completes the first fiscal year of Business; and

(ii) an amount of three thousand dollars ($3,000.00) in Gross Revenue per week during the period commencing on the fifty third (53rd) Monday after the Franchisee completes the first fiscal year of Business and ending on the one hundred fifth (105th) Monday.

(iii) an amount of four thousand dollars ($4,000.00) in Gross Revenue per week during the period commencing on the one hundred sixth (106th) Monday after the Franchisee completes the first fiscal year of Business and ending on the one hundred fifty eighth (158th) Monday.

(iv) an amount of five thousand dollars ($5,000.00) in Gross Revenue per week during the period commencing on the one hundred fifty ninth (159th) Monday after the Franchisee completes the first fiscal year of Business and ending on the two hundred eleventh (211th) Monday.

If the Franchisee fails to achieve such quotas, the Operating Territory shall, at the Franchisor's election, convert the Operating Territory to a non-exclusive Territory, or terminate the Agreement. The Operating Territory shall no longer be reserved exclusively for the Franchisee and the Franchisor shall thereafter be entitled to grant other Franchises and to operate Maid to Perfection businesses within the Operating Territory. The Franchisee may not solicit business or provide any services licensed hereunder, outside the Operating Territory.

2B. RIGHTS RESERVED BY FRANCHISOR

Franchisor retains the rights, among others, on any terms and conditions Franchisor deems advisable, and without granting Franchisee any rights therein:

(1) to establish and operate, and license others to establish and operate, a Maid to Perfection franchised business under the System and the Proprietary Marks at any location outside the Franchisee's Operating Territory, notwithstanding their proximity to Franchisee's Operating Territory;

(2) to establish or acquire and operate any business of any kind under different proprietary marks, at any location whether located within or outside the Franchisee's Operating Territory and notwithstanding such business's proximity to Franchisee's Operating Territory, or its actual or threatened impact on sales at Franchisee's Business; and

(3) within and outside Franchisee's Operating Territory, and notwithstanding any other provision hereof, to acquire, merge with, or otherwise affiliate with, and thereafter own and operate, and franchise or license others to own and operate, any business of any kind, including, without limitation,

any business that offers products or services the same as or similar to those offered by Franchisee under the System and Proprietary Marks.

3. COMMENCEMENT OF BUSINESS

The Franchisee may commence his/her Business only after successfully completing the training program (see paragraph 4) and only if he/she is then in full compliance herewith. The Franchisee shall establish a business premises in a professional setting within the Operating Territory at a location pre-approved in writing by the Franchisor, provided that Franchisee may not locate its Business within a personal residence. The Franchisee agrees to commence his/her Business as soon as possible, but in any event not later than thirty (30) days after completing the Franchisor's training program (see paragraph 4B). This Agreement may be terminated for failure by the Franchisee to commence his/her Business as provided herein (see paragraph 14B).

4. TRAINING AND OPERATING ASSISTANCE

4A. TRAINING OF FRANCHISEE

Prior to the commencement of Business by the Franchisee, the Franchisor shall furnish, and the Franchisee shall enroll in, a classroom training program for providing general cleaning services and the operation of a Maid to Perfection Business. The training program shall last for a minimum of three (3) days at the Maid to Perfection training facility in St. Cloud, Florida, and at other field locations chosen by the Franchisor. The Franchisee shall be solely responsible for any and all travel and living expenses incurred in connection with the training program.

Franchisor shall also provide and Franchisee must participate in five (5) days of field training at Franchisee's Business. Unless otherwise approved in writing by Franchisor, Franchisee must complete such Field Training within one (1) month after it commences operations of its Business.

Franchisee agrees to attend, at his/her expense, the National Convention each year and complete such retraining or additional training programs as the Franchisor may prescribe periodically. If the Franchisee is subsequently authorized by the Franchisor to offer specialized cleaning services, as provided by paragraph 5A, the Franchisor will provide advanced training at a then current training location, without charge, subject to payment of all travel and living expenses by the Franchisee.

4B. COMPLETION OF TRAINING PROGRAM/TERMINATION

The Franchisee shall complete the training program to the satisfaction of the Franchisor before commencing the Business. If the Franchisor determines that the Franchisee is unable to satisfactorily complete the training program, the Franchisor may terminate this Agreement (see paragraph 14B).

4C. HIRING AND TRAINING OF EMPLOYEES BY FRANCHISEE

The Franchisee shall hire, and train at his/her expense, all employees of the business, and shall be exclusively responsible for the terms of their employment and compensation. The Franchisee shall not employ anyone who refuses, or fails, to complete such training program conducted by the Franchisee. All employees of the Franchise charged with management responsibility for the day-to-day operations of the Franchised Business must either be trained by the Franchisor at its location, or trained by the Franchisee to the satisfaction of the Franchisor. All management personnel must submit to the

Franchisor an executed Non-Disclosure agreement which contains provisions substantially the same as those contained in paragraphs 7 and 15D hereof, to insure their maintenance of the confidential nature of the Franchisor's trade secrets, proprietary information, and Operations Manual during and after the term of their employment. The Franchisee must inform the Franchisor in writing immediately upon the termination of employment of any such management personnel. At no time is any Franchisee or employee of the Franchisee considered an employee of the Franchisor.

4D. OPERATING ASSISTANCE

At no additional cost to the Franchisee, the Franchisor shall furnish to the Franchisee such advice and assistance in connection with the operation of the Franchisee's Business as is, periodically and reasonably required in the Franchisor's opinion. Operating assistance may consist of advice and guidance with respect to:

(1) methods and procedures for the purchase and use of equipment, materials, forms, displays, supplies, and other items needed to operate the Maid to Perfection Business;

(2) such additional services and products as the Franchisor may approve, periodically, to be offered by Franchisees;

(3) formulating and implementing advertising and promotional programs using such merchandising, marketing and advertising research data and advice as may, periodically, be developed by the Franchisor and deemed by Franchisor to be helpful in the operation of the Franchisee's Business;

(4) the establishment and implementation of administrative, bookkeeping, accounting, and general operating procedures for the proper operation of the Franchisee's Business;

(5) the operation of all equipment and machinery.

4E. OPERATIONS MANUAL

The Franchisor has developed and will loan to the Franchisee during the Term of the Franchise one serialized copy of the Maid to Perfection Operations Manual in hard copy and on CD, and a training video library. The Operations Manual contains mandatory specifications, standards, and operating procedures prescribed periodically by the Franchisor for all Franchisees, and contains information relative to other obligations of the Franchisee hereunder and to the operation of the Business.

The Franchisor shall have the right to add to and otherwise modify the Operations Manual periodically to reflect changes in authorized services, or the operation of the Business. All such specifications, standards, and operating procedures shall be reasonable and consistent herewith and with the obligations of the Franchisee under all applicable laws. Specifications, standards, and operating procedures prescribed periodically by the Franchisor in the Operations Manual or otherwise communicated to the Franchisee in writing shall constitute provisions of this Agreement as if fully set forth herein. The Franchisee shall keep his/her Operations Manual up to date with replacement pages and insertions as instructed by the Franchisor. The Operations Manual contains proprietary information of the Franchisor, and the Franchisee agrees to keep it and its contents confidential at all times and not to make any copies thereof.

The Franchisee shall operate the Business in accordance with the Operations Manual and shall return said manual and video library to the Franchisor at the end of the Term (expiration) or immediately upon termination of the Franchise for any reason.

4F. GROUP PURCHASING

The Franchisee shall have the right to participate, on the same basis as other Franchisees and any Maid to Perfection Businesses operated by the Franchisor, in group purchasing programs for all products, materials, equipment, insurance, and supplies which the Franchisor may periodically use, develop, sponsor, or provide.

4G. INITIAL INVENTORY

The Franchisee is required to purchase from the Equipment Package, Supply Package, On-site Office Set-up Package, and the Business Form Package from Franchisor and the Software Package from Franchisor's approved supplier, prior to the opening of the business. Listed prices include shipping and handling charges. The packages are described in-part below:

Equipment Package

The Franchisor offers an excellent Equipment Package containing high quality upright and canister vacuums to equip two teams of two people each. The Maid to Perfection Equipment Package has been designed to accommodate several aspects of the cleaning industry and includes, but is not limited to, buckets, high dusting poles, brooms, dust pans, scrub brushes, strip washer, window squeegee, rug rake, vacuum belts, mesh bags and other items needed to operate a Maid to Perfection business. The Equipment Package is required to be purchased prior to operation start and is priced at two thousand and seventy five dollars, ($2,075.00) plus freight.

Business Form Package

The Maid to Perfection Business Form Package is the most complete business form package in the industry. This comprehensive package contains color-coded forms for customer service, employee relations, accounting, advertising, and management and has been designed exclusively for Maid to Perfection. This initial package costs two thousand, five hundred and thirty five dollars ($2,535.00), plus freight, and is required to be purchased prior to the start of operations.

Supply Package

You must purchase the initial Supply Package prior to operation start. The comprehensive Supply Package contains a concentrated chemical system yielding 30 gallons of window cleaner, 30 gallons of disinfectant cleaner, 30 gallons degreasing cleaner, 20 gallons of tub and tile cleaner and 1 case of liquid furniture polish. Maid to Perfection uses environmentally safe products. The Supply Package contains all-purpose cleaners, cleansers, specialized cleaning chemicals and items needed to operate in several areas of the cleaning industry. The Supply Package costs two thousand, seven hundred and twenty five dollars ($2,725.00), plus freight, and is described in greater detail in the Operations Manual.

Marketing Program

The Franchisor has developed several types of advertising for use in marketing a Franchised cleaning service. This package is not required to be purchased but Franchisor recommends that the Franchisee use ample initial advertising to promote its new business. The value placed on this Package is ten thousand dollars ($10,000.00), $5,000.00 in the first month and $5,000.00 in the second month of start up, and is paid to third party vendors.

On-site Office Set-up

A Franchisee will have the Franchisor or its representative travel to the Franchisee's place of business to assist the Franchisee in the establishment and set-up of the Franchisee's new office. The Franchisor will provide additional field training and estimating at a cost of four thousand, eighty dollars ($4,500.00). Cost includes round trip air fare, rental car, hotel accommodations for five (5) to seven (7) nights, labor and living expenses for the Franchisor's representative.

Software Package

The Franchisor requires that the Franchisee acquire MTP'S management software, and have available an IBM compatible computer, with keyboard, printer and modem, at an estimated cost of three thousand, four hundred dollars ($3,400.00), for client scheduling, contacts and record keeping of the Franchised Business.

The Franchisee must purchase the recommended Maid to Perfection Management Software at a cost of twenty two hundred dollars ($2,200.00). The Franchisee may pay an annual maintenance fee, if applicable, of three hundred, ninety five dollars ($395.00) per year, or pay $3.00 per minute on an as needed basis, to the third party designer. MTP expects the time saving on paperwork processing to more than offset the cost.

5. OPERATING STANDARDS AND SERVICES

5A. SERVICES

The Franchisee agrees to provide to the public a complete, professional housekeeping service, which shall include all services, and only those services, authorized by the Franchisor periodically. Authorized services presently include but are not limited to individual or team cleaning services for residential customers and for commercial customers for premises of up to 5,000 square feet. Services for both residential and commercial customers include floor scrubbing, dusting, vacuuming, moving light furniture, wall washing, window cleaning, carpet cleaning, hardwood floor waxing and buffing, and other light housekeeping tasks.

The Franchisee may also be authorized by the Franchisor to offer cleaning on a contract basis for office buildings or office suites of more than 5,000 square feet, provided that the Franchisee successfully demonstrates the aptitude and proficiency to provide such specialized services.

5B. SUPPLIES AND MATERIALS

Franchisee shall use only equipment, materials, containers, uniforms, forms, and products specified and approved by the Franchisor as meeting Franchisor's standards and specifications. If the Franchisee proposes to use any item not specified and approved by the Franchisor, the Franchisee shall notify the Franchisor and shall submit to the Franchisor, upon its request, sufficient specifications, photographs and other information or samples for examination and testing to permit a determination by the Franchisor of whether such item or supplier of such item meets Franchisor's specifications, qualifications and standards, which determination shall be made reasonably and communicated to the Franchisee within a reasonable time. The Franchisee shall pay to the Franchisor, upon request, its full cost of such investigation, including but not limited to chemical testing and field-testing as deemed necessary by the Franchisor.

5C. USE OF MATERIALS IMPRINTED WITH NAMES AND MARKS

The Franchisee shall, whenever reasonably practicable, use only cleaners, equipment, uniforms, packaging, sales slips, receipts, notices, and other forms and materials imprinted with the Franchisor's registered Trademarks.

5D. STANDARDS OF SERVICE

The Franchisee and his/her employees shall at all times give prompt, courteous, and efficient service to customers. The Franchisee and his/her employees shall in all dealings with customers, suppliers, and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. All advertising and promotion by the Franchisee shall comply strictly with the standards established in the Operations Manual, be completely factual, and conform to the highest standards of ethical advertising.

The Franchisee agrees to refrain from any business or advertising practice, which may be injurious to the business of the Franchisor and to the goodwill associated with other Franchisees and with the Trademarks. The Franchisee agrees not to deviate from the standards set by the Franchisor for the operation of a Maid to Perfection Business. The Franchisee shall guarantee his/her services and shall respond promptly to all inquiries and complaints to achieve client satisfaction by re-cleaning or refunding fees. If in the Franchisor's opinion it is necessary, the Franchisor may enter the Franchisee's customer's premises to inspect or correct the Franchisee's work, and the cost of such inspection or work shall be paid by the Franchisee to the Franchisor promptly upon request.

Franchisee acknowledges that, during the Term, it may be necessary or desirable to change or modify the system and procedures used to conduct a Maid to Perfection Business, and that, upon notification from Franchisor, Franchisee shall accept and implement such changes and modifications solely at Franchisee's cost. Franchisee agrees to comply with all of Franchisor's specifications, standards, and operating procedures relating to the operation of its Business, including without limitation:

(1) methods and procedures concerning the supply of approved housekeeping services;

(2) the safety, maintenance, cleanliness, sanitation, function and appearance of the Franchisee's vehicles, equipment, accessories, and signs;

(3) uniforms or clothes to be worn by, and general appearance of the Franchisee and his/her employees;

(4) the use of the Trademarks;

(5) the hours during which the Franchisee will conduct the Business, subject to local laws and market conditions;

(6) the use of signs, posters, displays, brochures, flyers, forms, and similar items;

(7) the identification of the Franchisee as the owner of his/her Business and a licensed user of the Trademarks.

5E. PRICES TO BE DETERMINED BY FRANCHISEE

The Franchisor may periodically advise or offer guidance to the Franchisee concerning suggested prices to be charged by the Franchisee that, in the Franchisor's judgment, would constitute a good business

practice for the Franchisee. The Franchisee shall not be obligated to accept any such advice or guidance and shall have the sole right to determine the prices Franchisee charges. No such advice or guidance shall be deemed or construed to impose upon the Franchisee any obligation to charge any fixed, minimum, or maximum price for any product or service. Such advice or guidance concerning suggested prices may be contained in the order forms or packing slips which accompany products purchased by the Franchisee from the Franchisor, in instructional material or the Operations Manual, or in advertisements prepared or arranged by the Franchisor.

5F. MANAGEMENT/CONFLICTING AND COMPETING INTERESTS

The Business shall at all times be under the direct supervision of the Franchisee except for minor, temporary absences and reasonable vacations, during which the Business shall always be under the direct supervision of a fully - trained employee/manager. Franchisee agrees to keep full-time office hours, 5 days per week. The Franchisee agrees that he/she will at all times faithfully and diligently perform his/her obligations hereunder, that he/she will continuously exert his/her full-time attention, energy and best efforts to promote and enhance the Business, and that he/she will not engage in any business or other activity that will conflict with the obligations hereunder.

The Franchisee acknowledges that the operation of a Maid to Perfection Business is a full-time occupation and, therefore the Franchisee agrees that he/she will not, during the Term of the Franchise, have any interest as an owner (except as a passive investor in publicly traded securities), lender, director, officer, employee, consultant, representative or agent, or in any capacity, in any other business which offers similar services or is similar to the Business (except as the Franchisee of other Maid to Perfection Franchises) in the state in which the Operating Territory is located or within twenty-five (25) miles within any Operating Territory of Franchisor or any Maid to Perfection Franchisee, without the Franchisor's written approval. Any previous, current or future violation or default in this provision terminates this agreement with no notice, required from the Franchisor.

6. INSURANCE AND EMPLOYEE BOND

6A. INSURANCE

The Franchisee shall procure and maintain in full force and effect throughout the Term, at his/her sole cost, the following minimum insurance from an insurance company rated A or better by Best Insurance Ratings Service and approved by the Franchisor:

(1) employer's liability and worker's compensation as prescribed by law in the jurisdiction where the Franchised Business is located;

(2) insurance on the generally accepted "all risk" form upon all personal property, leasehold improvements, and tangible assets of every description and kind used in the Business in an amount of the full replacement value thereof;

(3) comprehensive general liability on an occurrence basis, with a limit of not less than $300,000 per occurrence (combined single limit for bodily injury and property damage) for premises/operations, products/completed operations, including contractual liability, products liability, fire damage, comprehensive lost key coverage, and a deletion of the standard "care custody and control"

exclusion, with respect to the activities conducted by the Franchisee and any employee or other person performing work on behalf of the Franchisee; and

(4) comprehensive motor vehicle liability with limits of not less than $300,000 per accident for all owned, hired and non owned vehicles operated by the Franchisee, its employees or any other person performing work on behalf of the Franchisee.

The Franchisee shall name Maid to Perfection Global, Inc., the Franchisor, and its officers, directors, and employees as co-insureds and shall furnish it with duplicate policies or certificates evidencing insurance in force, as required herein, prior to opening the Business. Each policy shall provide that evidence of payment of premiums shall be delivered to the Franchisor at least thirty (30) days prior to expiration.

If the Franchisee fails to acquire the required minimum insurance coverage, the Franchisor may, but is not obligated to, secure such required insurance on the Franchisee's behalf. In such event, the Franchisor shall have no obligation to assume any premium expense, and nothing in this Agreement shall be deemed, directly or indirectly, to constitute a guarantee by the Franchisor of any losses sustained by the Franchisee. If the Franchisor secures insurance under this paragraph, then the Franchisee immediately shall execute any applications or other instruments required by the insurance company and shall pay, or reimburse to the Franchisor, all costs of such insurance. The Franchisor may terminate such insurance coverage by giving ten (10) days' written notice to the Franchisee if the Franchisee fails to pay the premium when due.

The Franchisee's obligation to obtain and maintain required insurance will not be limited in any way by reason of any insurance which may be maintained by the Franchisor, and the Franchisee will not be relieved of the liability to indemnify the Franchisor, as provided by the Franchise Agreement, as the result of obtaining such insurance.

6B. EMPLOYEE BOND

The Franchisee shall obtain and maintain in effect a blanket fidelity bond satisfactory to the Franchisor in the amount of ten thousand dollars ($10,000.00) for each employee of the Franchisee and shall send to the Franchisor a copy thereof. Such bond shall provide that the Franchisor be given thirty (30) days prior notice of termination, cancellation or expiration.

7. PROPRIETARY INFORMATION

7A. TRADE SECRETS OF FRANCHISOR

The Franchisee acknowledges that his/her knowledge of the operation of a Maid to Perfection Business is derived from information disclosed to the Franchisee by the Franchisor pursuant to this Agreement, during the training course, and in the Operations Manual; that such information is confidential and solely the property of the Franchisor during and after the Term of the Franchise; and that Franchisee will not use any such information in any other business or in any manner not specifically authorized or approved in writing by the Franchisor.

7B. CLIENT NAMES

The Franchisee acknowledges that any and all client lists and their contents are the property of the Franchisor, whether supplied by the Franchisor or not. The Franchisor also claims interest in the client

funds due the Franchisee as a constructive trust and the Franchisee agrees that the Franchisor is authorized by the franchisee to receive payment directly from clients to protect the Franchisor's financial interest in client accounts or recover lost revenue incurred from termination or expiration of this agreement. The Franchisee hereby covenants not to use the client lists for any purpose other than in the Maid to Perfection Business. The Franchisee will, upon demand, promptly deliver to the Franchisor a complete list of his/her clients, including all information concerning such clients as requested by the Franchisor periodically.

8. INITIAL FRANCHISE FEE

The Franchisee shall pay in full to the Franchisor a nonrecurring and nonrefundable (except to the extent, and conditions stated in paragraph 14B) Initial Franchise Fee for the Franchise in the amount of Fifteen Thousand Dollars ($15,000.00). The Initial Franchise Fee is deferred and payable to the Franchisor once Franchisee's business opens and the Franchisor has satisfied all of its material pre-opening obligations to the Franchisee. The Initial Franchise Fee shall be deemed fully earned and non-refundable by the Franchisor when paid after the business opens.

9. ROYALTY AND SERVICE FEE

9A. AMOUNT AND PAYMENT OF ROYALTY AND SERVICE FEE

The Franchisee shall pay to the Franchisor a weekly sum in the amount of the greater of: (i) seven percent (7%) of the Franchisee's weekly Gross Revenue (hereinafter the "Royalty and Service Fee"), (upon reaching five hundred thousand dollars ($500,000) will be subject to a reduced Royalty and Service Fee of five percent (5%) for the remainder of that calendar year), which shall be due by the seventh (7th) day of the following week throughout the Term, based upon Gross Revenue for the preceding week or (ii) the minimum Royalty. The Minimum Royalty is defined as follows: (i) for the first year of the Term: no minimum Royalty; (ii) for the second year of the Term: the Minimum Royalty shall be $140 per week; (iii) for the third year of the Term, the Minimum Royalty shall be $210 per week; (iv) for the forth year of the Term, the Minimum Royalty shall be $280 per week; and (v) for the fifth year through the end of the Term, the Minimum Royalty shall be $350 per week. Failure by Franchisee to submit Gross Revenue reports weekly may result in the Franchisor automatically charging the Franchisee's credit card for an amount of Royalty equal to the previous week, or an estimated amount, with adjustments to actual amounts due made upon receipt of Gross Revenue reports from Franchisee.

MTP reserves the right to negotiate a reduced Royalty Fee for Government Contracts in excess of 1 Million dollars in gross annual sales. Said reduced Fee shall remain in force over the life of the Government Contract. Gross sales from said Government Contracts are highly confidential and shall not be credited toward the five hundred thousand dollar ($500,000) breakpoint sales figure generated from other types of service.

9B. DEFINITION OF GROSS REVENUE

As used in this Agreement, the term "Gross Revenue" shall mean and include the actual gross charges for all products and services purchased by, or provided to, the Franchisee's clients for cash or credit. Gross Revenue shall exclude the price of goods exchanged for goods, the sale of which has already been included in Gross Revenue, and the amount of any retail tax imposed by any Federal, State, Municipal or other governmental authority directly on sales and collected from customers at the point of sale by the Franchisee acting as agent for such authority.

10. ADVERTISING AND PROMOTION

10A. BY FRANCHISEE

The Franchisee shall spend in each fiscal or calendar year not less than four and one half percent (4-1/2%) of his/her Gross Revenue (hereinafter the "Local Advertising Requirement") for such fiscal or calendar year for advertising and promotion of his/her Business, in addition to other amounts paid pursuant to Paragraph 10B. All such advertising shall be completely factual and shall comply with the Franchisor's guidelines for advertising as specified in the Operations Manual. The Franchisee shall deliver to the Franchisor annually with the report described in paragraph 11B (5), or more frequently if demanded by the Franchisor, proof of such advertising expenditure.

You must submit all advertising material to Franchisor for its approval or disapproval at least sixty (60) days prior to publication. All proposed submissions must be sent via certified mail, return receipt requested. The Franchisor will notify the Franchisee of its approval or disapproval within fifteen (15) days of receipt. The Franchisee shall not publish, broadcast, display or in any way use any advertising whatsoever which the Franchisor has disapproved.

The local advertising generated with the funds mandated by the Local Advertising Requirement may either be placed individually by the Franchisee or collectively by a group of Franchisees located in the same trading area.

The Franchisee has the option to spend whatever amounts he/she deems appropriate, in his/her sole discretion, for advertising and promoting his/her Business locally as long as the annual expenditures for local advertising fulfill the Local Advertising Requirement of four and one half percent (4-1/2%) of Gross Revenues as described above.

10B. BY FRANCHISOR

If Franchisee does not meet the local advertising expenditure requirement set forth above in 10A, Franchisor, in its discretion, may direct Franchisee to contribute an amount that is equal to or greater than the difference between the amount spent by Franchisee on local advertising and the required amount, as determined by Franchisor, to a Maid to Perfection Advertising Fund ("Advertising Fund") for each year of the term of this Agreement. The establishment of an Advertising Fund shall be within Franchisor's sole discretion. Franchisee understands and acknowledges that Franchisor has the right to require Franchisee to contribute additional amounts or to decrease Franchisee's contribution to the Advertising Fund, as Franchisor determines in its sole discretion. An Advertising Fund established by Franchisor shall be maintained and administered by Franchisor as follows:

(1) Franchisor shall direct all advertising, marketing, and promotional programs, and have sole discretion over all aspects of such programs, including but not limited to concepts, materials, and media used in such programs, and the placement and allocation thereof. Franchisee agrees and acknowledges that the Advertising Fund is intended to maximize general public recognition, acceptance, and use of the System; and that Franchisor is not obligated, in administering the Advertising Fund, to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, to make expenditures in Franchisee's geographical area, or to ensure that Franchisee benefits directly or on a pro rata basis from expenditures or activities of the Advertising Fund;

(2) The Advertising Fund, all contributions thereto, and any earnings thereon, shall be used exclusively to meet any and all costs of maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which Franchisor believes will enhance the image of the System, including, but not limited to, the costs of preparing and conducting radio, television, print, and Internet-based advertising campaigns; developing, maintaining, and updating a World Wide Web site on the Internet; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies to assist therein; purchasing promotional items; purchasing point-of-purchase materials; and providing promotional and other marketing materials and services to the businesses operating under the System. The Advertising Fund may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved in advance by Franchisor, which products, services, or improvements Franchisor shall have the right to determine will promote general public awareness of, and favorable support for the System;

(3) Franchisee shall contribute to the Advertising Fund by delivering payment to Franchisor in the manner that Franchisor designates or approves in writing. All sums paid by Franchisee to the Advertising Fund shall be accounted for separately from the other monies of Franchisor and shall not be used to defray any of Franchisor's expenses, except for such reasonable costs and overhead, if any, as Franchisor may incur in activities reasonably related to the direction and implementation of the Advertising Fund and advertising programs for franchisees and the System, including, among other things, costs and salaries of personnel who create and implement advertising, promotional and marketing programs. The Advertising Fund and any earnings thereon shall not otherwise inure to the benefit of Franchisor. Franchisor shall maintain separate bookkeeping accounts for the Advertising Fund;

(4) Franchisee acknowledges that the Advertising Fund is not a trust or an asset of Franchisor and that Franchisor is not a fiduciary to Franchisee with respect to, or a trustee of, the Advertising Fund or the monies therein; and

(5) The Advertising Fund is intended to be of perpetual duration. However, Franchisor maintains the right to terminate the Advertising Fund. The Advertising Fund may not be terminated, however, until all monies in the Advertising Fund have been expended for advertising and/or promotional purposes or returned to its contributors on the basis of their respective contributions.

10C. FRANCHISEE'S NAME AND PHOTOGRAPH

The Franchisee hereby grants to the Franchisor the right, without compensation, to use the Franchisee's name, address, photograph, and biographical information in any publication, circular, or advertisement related to the Franchise or sale of other Franchises.

10D. TELEPHONE LISTING AND ANSWERING

The Franchisee shall arrange and pay for the placement of advertisements in all major white and yellow page telephone directories distributed in the Operating Territory, a listing for his/her Business in which the name "Maid to Perfection" or "Maid Perfect" is given prominent display. The Franchisee shall execute Exhibit K - Telephone Listing Agreement prior to placement of any listings. If other Maid to Perfection or Maid Perfect Franchises are served by the same directory, the Franchisor may arrange for such listing on the Franchisee's behalf. The costs of such listing shall be allocated equitably among such Franchisees and each such Franchisee shall pay his/her share thereof upon demand.

The Franchisee shall maintain a telephone exclusively for his/her Maid to Perfection Business, which shall be answered in the manner described in the Operations Manual. Franchisor shall direct all calls it receives on its 1-800 number from customers located within Franchisee's Territory to Franchisee. Franchisee shall pay to Franchisor an annual fee of fifty dollars ($50) for such telephone routing services, plus pay any third party fees for forwarding costs. Franchisor reserves the right to increase or decrease the annual telephone routing fee, according to Franchisor's cost to provide and maintain the routing services.

11. RECORDS AND REPORTING

11A. BOOKKEEPING, ACCOUNTING, AND RECORDS

The Franchisee shall employ a qualified bookkeeping service approved by the Franchisor to maintain a bookkeeping, accounting, and record keeping system for the Business, which shall conform to the requirements prescribed by the Franchisor, including without limitation, the use and retention of invoices, time cards, payroll records and returns, check stubs, bank deposit receipts, sales tax records, federal and state income tax returns, cash disbursements journals, and general ledgers. The Franchisee shall keep such documents at his/her Business premises throughout the Term, and thereafter shall keep the Franchisor advised of their location for the period stipulated by federal and state laws.

11B. REPORTS AND TAX RETURNS

The Franchisee shall furnish to the Franchisor in a form periodically prescribed by the Franchisor:

(1) by the seventh (7th) day of each week, a report of the Franchisee's Gross Revenue for the preceding week, as defined in Paragraph 9B above, and such report shall be verified by the Franchisee on forms to be supplied by the Franchisor;

(2) within thirty (30) days after such documents are filed, an exact copy of all returns, schedules and reports filed by the Franchisee for federal and state income, corporate, or sales tax purposes, and payroll reports;

(3) by the tenth (10th) day of each month, a complete list of clients (including name, address and telephone number) who have canceled the Franchisee's services during the month;

(4) within thirty (30) days after the end of June, an interim year-to-date profit and loss statement;

(5) within sixty (60) days after the end of each fiscal year of the Franchisee, an un-audited annual statement of profit and loss and the source and application of funds for that fiscal year together with a balance sheet as of the end of the fiscal year, prepared by an independent chartered or certified public accountant and verified as to the information furnished to such accountant by the Franchisee's signature; and,

(6) such other reports, sales slips, order forms and records as the Franchisor may, periodically, require. Failure by Franchisee to submit reports in a timely manner shall permit Franchisor to convert the Operating Territory to a non-exclusive Operating Territory with no notice given to Franchisee.

11C. IN-HOUSE COMPUTER

The Franchisor will provide on request of the Franchisee or as required by paragraph 4G, the Management Software for use in the operation of a Maid to Perfection Franchise. The Management Software runs on an IBM compatible computer in Windows and costs $2,200.00. The Franchisee is required to use such software in the operation of his/her business. The Franchisor, or third party designer will provide the Franchisee with periodic on-line training, at this time, at no additional cost.

11D. AUDITED FINANCIAL STATEMENTS

If the Franchisor determines on reasonable grounds that any report, financial statement or tax return or schedule furnished by the Franchisee understates the Franchisee's Gross Revenue, distorts any other information, or is incomplete, unclear, or misleading, the Franchisor shall have the right to require the Franchisee to furnish audited financial statements for any year during which Franchisor reasonably believes Franchisee has understated its Gross Revenues or other financial information.

12. INSPECTIONS AND AUDITS

12A. FRANCHISOR'S RIGHT TO INSPECT

To determine whether Franchisee is complying with this agreement, Franchisor shall have the right at any time during normal business hours, and without prior notice to Franchisee, to enter Franchisee's Business premises (or such other premises in which Franchisee is then keeping his/her business records) and inspect Franchisee's business records, which business records shall include, but not be limited to, bookkeeping and accounting records, invoices, payroll records, ledgers, sales reports, time-cards, check stubs, bank deposits, receipts, sales tax records and returns, inventory records, and other documents of Franchisee.

Franchisor shall have the further right to take or supervise a physical count of all inventory, materials, and supplies. Franchisee shall fully cooperate with Franchisor's representatives making, conducting, supervising, or observing any such inspection. Upon notification that Franchisee's bookkeeping and record keeping system is inadequate or that any materials or supplies do not meet the specifications, standards, and requirements of Franchisor, Franchisee, at Franchisee's sole expense, shall immediately correct such deficiency.

12B. FRANCHISOR'S RIGHT TO AUDIT

The Franchisor shall have the right at any time during normal business hours, and without prior notice to the Franchisee, to audit or cause to be audited, the reports, financial statements and tax returns that the Franchisee is required to submit to the Franchisor hereunder, in addition to the Franchisee's books and records and those of any corporation to which the Franchisee has assigned this Agreement. If the Franchisor should determine that an audit is necessary, the Franchisee will, upon notice, deliver to the Franchisor all required records and documents. If the Franchisee fails to comply with Franchisor's request, then the Franchisee grants Franchisor the right to reasonably enter upon the premises in which the Franchisee is then keeping such records and documents and conduct such audit.

The Franchisee shall fully cooperate with representatives of the Franchisor and independent accountants conducting any such audit. In the event that any audit discloses an understatement of Gross

Revenue for any period or periods, the Franchisee shall pay, within fifteen (15) days after receipt of the audit report, the amount due upon the amount of such understatement. Further, in the event such audit is made necessary by the failure of the Franchisee to furnish reports, financial statements, tax returns, or schedules as herein required, or if an understatement for such period disclosed by such audit is determined to be greater than two percent (2%), the Franchisee shall reimburse the Franchisor for the cost of such audit, including, without limitation, the charges of any independent accountant and the travel expenses, room, board and compensation of the Franchisor's employees or representatives.

12C. INFORMATION FROM OTHERS

The Franchisee hereby authorizes the Franchisor to make reasonable inquiries of the Franchisee's bank, suppliers and trade creditors concerning the Business and hereby directs such persons and companies to provide to the Franchisor such information and copies of any such documents as the Franchisor may request. Franchisee will execute any documents necessary to allow Franchisor access to Franchisee's documents.

13. OWNERSHIP OF TRADEMARKS

13A. OWNERSHIP OF NAMES AND MARKS

The Franchisee acknowledges that the Franchisor is the owner of the Trademarks, that the Franchisee's right to use them is derived solely from this Agreement, and that such right is limited to the operation of the Franchise in accordance with this Agreement and all standards, specifications and operating procedures prescribed periodically by the Franchisor. The Franchisee agrees that his/her usage of the Trademarks and any goodwill established thereby shall inure to the exclusive benefit of the Franchisor.

The Franchisee further agrees that after the termination or expiration of the Franchise, he/she will not directly or indirectly at any time or in any manner identify any premises or any other business as a Franchise, or himself as a Franchisee of, or otherwise associated with, the Franchisor; nor will he/she use in any manner or for any purpose any of the Trademarks or colorable imitations thereof.

13B. LIMITATIONS ON FRANCHISEE'S USE OF TRADEMARKS

The Franchisee agrees to use "Maid to Perfection" as the sole identification of this Business. All stationery and contracts issued or used by the Franchisee shall conform to the Franchisor's standards and specifications, but in any event, such items shall clearly indicate that the Franchisee is executing such document as an independent businessman and that the Franchisee is merely a licensed user of the Trademarks.

If local laws require that the Franchisee file an affidavit or other registration disclosing that he/she is conducting business under an assumed or trade name, the Franchisee shall make such filing prior to the opening of the Business and state in such filing or affidavit that he/she is the owner of the Franchised Business but that he/she is using such name as a Franchisee of the Franchisor. The Franchisee shall not use any of the Trademarks as part of any corporate name or with any other prefix, suffix, or other modifying words, terms, designs, or symbols (other than as required herein or with a logo licensed to the Franchisee hereunder), or in any modified form; nor may the Franchisee use any of the Trademarks in connection with the sale of any unauthorized product or service or in any other manner not explicitly authorized in writing

by the Franchisor. Upon written notice from the Franchisor, the Franchisee shall display such symbol as the Franchisor may require beside any or all of the Trademarks.

If it becomes advisable at any time in the opinion and sole discretion of the Franchisor to modify or discontinue use of any of the Trademarks, or use one or more additional or substitute Trademarks, the Franchisee agrees to do so. The sole obligation of the Franchisor in any such event shall be to reimburse the Franchisee his/her reasonable out-of-pocket costs of complying with this obligation. The Franchisee is not permitted to build a Web Site or Home Page under MTP'S registered marks.

13C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS

The Franchisee shall immediately notify the Franchisor of any apparent infringement of or challenge to, the Franchisee's use of any of the Trademarks, or claim by any person of any rights to any of the Trademarks. The Franchisee shall not communicate with any person other than the Franchisor and its counsel in connection with any such infringement, challenge, or claim. The Franchisor shall have the right to take such action as it deems appropriate and the exclusive right to control any litigation or administrative proceeding in the Trademark Office or any court of law arising out of any infringement of, or challenge or claim to, any of the Trademarks. Any damages or other benefits arising out of such infringement, challenge, claim, or proceeding shall accrue exclusively to the Franchisor.

14. TERMINATION OF FRANCHISE

14A. BY FRANCHISEE

If the Franchisee is in substantial compliance with this Agreement and the Franchisor breaches this Agreement and fails to correct such breach within thirty (30) days after written notice describing such breach is delivered, the Franchisee may terminate this Agreement effective ten (10) days after delivery to the Franchisor of notice of termination.

The Franchisee may unilaterally terminate the Franchise, the Franchise Agreement and any other agreement between the parties if the Franchisee is in compliance with the terms of this Franchise Agreement and has made timely payments of all sums due hereunder, provided that the Franchisee shall give the Franchisor not less than ninety (90) days written notice of its intent to unilaterally terminate and shall make payment to the Franchisor. Payment shall be the greater of: (1) Ten Thousand Dollars or (2) a sum equal to the Franchisee's average Royalty for the six (6) months preceding the notice of such termination multiplied by the number of months remaining in the Franchise Agreement were it not for the unilateral termination. The Franchisee must submit payment of such sum to the Franchisor together with the notice of the unilateral termination.

A termination of this Agreement by the Franchisee except in accordance with the foregoing shall be deemed to be a termination without cause and a breach hereof by the Franchisee.

14B. BY FRANCHISOR - PARTIAL RETURN OF INITIAL FEE

In the event that:

(1) the Franchisee fails to commence the Business as required in paragraph 3;

(2) the Franchisor, acting reasonably, determines that the Franchisee is unable to satisfactorily complete the initial training program as required in paragraph 4, then the Franchisor shall have the right to terminate this Agreement, effective immediately upon delivery to the Franchisee of written notice of termination. In the event of such termination and upon delivery to the Franchisor of all releases, waivers, and other instruments required by the Franchisor to end this Agreement and all other related agreements and to settle all purchases and other transactions, the Franchisor shall refund to the Franchisee the Initial Franchise Fee less all reasonable expenses actually incurred by the Franchisor in connection with the preparation of the agreements executed by the Franchisee, excluding only such claims as may have arisen against the Franchisor under the Federal Trade Commission Act, as amended, and if the Franchisee lives in Washington or the franchise will be located there, as included in the Washington Franchise Investment Protection Act. Provided however, that if the Franchisee lives in New York or its franchise will be located there, all rights enjoyed by the Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued there under shall remain in force; it being the intent of this provision that the non-waiver provisions of the GBL 687.4 and 687.5 be satisfied. Any release, estoppels, or waiver of liability is not intended to nor shall they act as a release, estoppels, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. Such expenses may include, but not be limited to, attorneys' fees and costs associated with the selection of the Operating Territory, the granting of the Franchise, and the training of the Franchisee.

14C. BY FRANCHISOR - NO REFUND OF INITIAL FRANCHISE FEE

This Agreement shall immediately terminate at the end of the Term unless renewed in accordance with paragraph 1 hereof. The Franchisor may terminate this Agreement effective immediately, without notice, without any refund of the Initial Franchise Fee, and without giving Franchisee an opportunity to cure, if the Franchisee or any corporation to which he/she has assigned this Agreement:

(1) commits an act of bankruptcy or becomes an insolvent person;

(2) files, or fails to contest within three (3) days of filing, any petition in bankruptcy;

(3) fails to contest, satisfy, lift, or vacate within ten (10) days any execution, seizure, foreclosure, levy, or distress against the assets of the Business;

(4) fails to contest and have removed, within ten (10) days, the appointment of a receiver or other custodian (either temporary or permanent) of the Business or any part of his/her assets;

(5) takes the benefit of any act or proceeding for winding up his/her affairs or compromising his/her debts; or

(6) makes a transfer of the Franchise or Business as defined in paragraphs 16B and 16C without first complying with the provisions of this Agreement, or diverts funds or client accounts to any individual or business for the purpose of avoiding the payment of Royalties.

The Franchisor may also terminate this Agreement effective immediately (unless otherwise specified herein or in the notice of termination) upon delivery of notice of termination to the Franchisee if the Franchisee or any corporation to which he/she has assigned this Agreement:

(1) abandons or surrenders or transfers control of the operation of his/her Business or fails to actively conduct his/her Business as required herein and such condition continues for two (2) days after notice of such default is given; except that, the Franchisor shall not terminate this Agreement solely as a result of the Franchisee abandoning the operation of the Business due to death or disability without giving ten (10) days prior written notice to the Franchisee's trustee, personal representative, executor, administrator or next of kin as shown in the Franchisor's files and thereafter giving such party the right to assign the Franchise as provided by paragraph 16E;

(2) submits on two (2) or more occasions at any time during the Term of the Franchise a report, financial statement, tax return, schedule or other information or supporting record which understates his/her Gross Revenue for any period by more than two percent (2%), unless the Franchisee demonstrates that such understatement resulted from an inadvertent error;

(3) fails or refuses to submit any report, financial statement, tax return, schedule or other information or supporting records required herein, or submits such reports more than five (5) days late on two (2) or more occasions during the Term;

(4) operates the Business in a manner that presents a health or safety hazard to the customers, employees, or the public and such manner of operation continues uncorrected for two (2) days after notice to correct same;

(5) fails or refuses to pay any amount owed to the Franchisor or any affiliated company for any debt whatsoever within ten (10) days after a demand for payment, or fails to honor on two (2) or more occasions during the Term, checks presented for payment, or repeatedly and consistently pays any amount due hereunder after its due date;

(6) sells or offers for sale any unauthorized product or service for more than three (3) days after notice to cease;

(7) fails to comply with any other provision of this Agreement or any other specification, standard, or operating procedure prescribed by the Franchisor and does not correct such failure within sixty (60) days after written notice of such failure to comply (which shall describe the action that the Franchisee must take in order to comply) is delivered to the Franchisee;

(8) violates any law, ordinance, rule, or regulation of any governmental agency in connection with the operation of the Business or involving moral turpitude, and does not correct such violation promptly after notification thereof from any source, unless there is a bona fide dispute as to the violation or status of such law, rule, or regulation, and the Franchisee promptly resorts to courts or forums of appropriate jurisdiction to contest such violation or status;

(9) receives two (2) or more notices of default hereunder during any twelve (12) consecutive months regardless of whether or not they relate to the same default;

(10) appears in the reasonable judgment of the Franchisor, applying generally accepted accounting practices and procedures, to be in danger of becoming an insolvent person unless within twenty (20) days after notice of default under this subparagraph the Franchisee demonstrates to the satisfaction of the Franchisor that he/she, in fact, is in no danger whatsoever of becoming insolvent, and that he/she is financially able to fulfill all of the obligations to his clients, the Franchisor, and all other creditors;

(11) dies or becomes permanently incapacitated (as described in paragraph 16E) and the Franchise and Business have not been assigned to a person acceptable to the Franchisor within sixty (60) days;

(12) fails to satisfy the complaints of five (5) or more of his clients received in any twelve (12) consecutive months.

If Franchisee lives in Illinois or its franchise will be located there, the conditions on which Franchisee's franchise can be terminated may be affected by Illinois law, 815 ILCS 705/19 AND 705/20. If Franchisee lives in Minnesota or its franchise will be located there, Franchisor will comply with Minnesota Statute Section 80C.14, Subdivisions 3, 4, and 5, which require, except in certain specified cases, that Franchisee be give ninety (90) days notice of termination (with sixty (60) days to cure) and one hundred and eighty days (180) notice for non-renewal of the franchise agreement.

15. FRANCHISEE'S RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION

15A. PAYMENTS OF AMOUNTS OWED

The Franchisee agrees to pay within five (5) days of the effective date of termination or expiration of the Franchise all amounts owed to the Franchisor and any affiliated company, and the Franchisee further agrees to pay the Franchisee's trade and other creditors, which are then unpaid. Franchisee shall also pay the Minimum Royalties owed for each week from the date of termination or expiration of the Franchise through the end of the Term. Franchisee shall pay to Franchisor (or any subsidiary, affiliate or designee) promptly and when due the amount of all sales tax, use tax, personal property tax and similar tax imposed upon, required to be collected, or paid by Franchisor on the account of services or goods furnished by Franchisor to Franchisee through sale, lease or otherwise, or on account of collection by Franchisor of the Initial Franchise Fee, the Initial Package Fee, Continuing or Minimum Royalties or any other payments to Franchisor called for by this Agreement.

15B. RETURN OF MANUALS AND RETENTION OF RECORDS

The Franchisee agrees that within five (5) days of the effective date of termination or expiration of the Franchise, he/she will return to the Franchisor all copies of the Operations Manual, training videos, and any other proprietary materials which have been loaned to the Franchise, and a complete list of the present clients, including their addresses and telephone numbers. The Franchisee shall retain all business records described above in paragraph 12 (including ledgers, sales reports, accounts and checks) for at least six (6) years after the termination or non renewal and shall keep the Franchisor advised of the location of such records. The Franchisee shall permit the Franchisor to inspect such records at any time during normal business hours.

15C. CANCELLATION OF ASSUMED NAMES/TRANSFER OF PHONE NUMBERS

The Franchisee agrees that upon termination or expiration of the Franchise, he/she will take such action as may be required to cancel all assumed name or equivalent registrations relating to the use of any of the Trademarks. He/she shall notify the telephone company and all listing agencies of the

termination or expiration of the Franchisee's right to use any telephone number or directory listings associated with the Trademarks and shall authorize the transfer of same to the Franchisor or its new Franchisee. The Franchisee acknowledges that as between the Franchisor and the Franchisee, the Franchisor has the sole right to, and interest in, all telephone numbers and directory listings associated with the Trademarks and client uncollected funds through a constructive trust. The Franchisee hereby appoints the Franchisor's Secretary as his/her attorney-in-fact to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. In the event of termination or expiration of this Agreement for any reason other than termination by the Franchisee as the result of the Franchisor's breach and failure to cure as described above in paragraph 14A, the Franchisee shall have no interest whatsoever in the goodwill developed during the Term of this Agreement in the Operating Territory.

15D. COVENANT NOT TO COMPETE

Upon termination or expiration of this Agreement, the Franchisee agrees that for a period of two (2) years, commencing on the effective date of any injunction or other court order against the Franchisee hereunder, or the date on which the Franchisee ceases to conduct the Business, whichever is earlier, he/she will not have any interest as owner (except as a passive investor in publicly held corporations), partner, director, officer, lender, employee, consultant, representative or agent, or in any other capacity, in any other house cleaning or janitorial service business within the state the Operating Territory is located or within twenty five (25) miles within any Operating Territory of Franchisor or any Maid to Perfection Franchisee, without the Franchisor's written approval. Nor will the Franchisee influence, or attempt to influence his/her former or existing clients to divert their business from the Franchisor or its Franchisees.

If all or any portion of a covenant in this paragraph is held unreasonable or unenforceable by a court, agency, or other tribunal having jurisdiction in a final decision to which the Franchisor is party and which has not been appealed, the Franchisee 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 paragraph. Furthermore, the Franchisee acknowledges and agrees that the Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant contained in this paragraph without the Franchisee's consent, effective immediately upon Franchisee's receipt of written notice; and the Franchisee agrees that he/she shall comply forthwith with any covenant so modified. Covenants not to compete such as, those mentioned above are generally considered unenforceable in the State of North Dakota. The area covered by the covenants not to compete in Indiana will be limited by the Operating Territory as set forth in the Franchise Agreement.

15E. FRANCHISOR'S RIGHT TO PURCHASE

In the event that the Franchise is terminated for any reason or is not renewed, the Franchisor shall have the right, but not the obligation, exercisable by written notice delivered to the Franchisee at any time after delivery of a notice of default hereunder or within thirty (30) days after the date of termination or expiration, to purchase all or part of the Franchisee's physical assets used in the Business. There shall be no compensation for goodwill, and the purchase price for said assets shall be equal to their fair market value. If the Franchisor and the Franchisee cannot agree on the purchase price for those assets which the Franchisor wishes to purchase pursuant to this paragraph within ten (10) days following the Franchisor's exercise of its option to buy, the said fair market value shall be determined by an independent appraiser that is mutually selected by both the Franchisee and the Franchisor. If the Franchisor and Franchise cannot agree upon an appraiser, then one appraiser shall be chosen by the Franchisee, one by the Franchisor and

the two appraisers chosen will select a third, and such appraiser's decision shall be final and binding, with no appeal there from. The closing of the purchase shall take place at a location and on a date chosen by the Franchisor, acting reasonably, and shall be completed in accordance with all applicable bulk sales and other laws. At closing, the Franchisee shall deliver to the Franchisor a bill of sale for the assets, in a form acceptable to the Franchisor. The Franchisor shall be entitled to set off against the purchase price any amounts then owed by the Franchisee, and to pay out of the purchase price any of the Franchisee's unpaid creditors.

15F. CONTINUING OBLIGATIONS

All obligations of the parties hereto which expressly or by their nature survive the expiration or termination of the Franchise shall continue in full force and effect notwithstanding such expiration or termination. In particular, but without limiting the generality of the foregoing, the provisions of paragraphs 7, 13, 15, and 17 hereof shall survive termination or expiration of the Franchise.

15G. SIGNS AND APPEARANCE OF FRANCHISEE'S BUSINESS PREMISES

Subsequent to the termination or expiration of the Franchise, the Franchisee agrees that he/she will immediately make such removals of or changes in signs and colors as the Franchisor shall reasonably request so as to distinguish effectively the Franchisee's Business premises and vehicles from those of any other Maid to Perfection business. If the Franchisee shall fail to make such changes, then the Franchisor may enter such premises or take possession of such vehicles and make such changes at the Franchisee's expense without such action constituting a trespass.

15H. ATTORNEYS' FEES

Should the Franchisee be terminated by the Franchisor, then, the Franchisee must pay to the Franchisor all damages, costs, and expenses, including reasonable attorneys' fees incurred by the Franchisor in obtaining injunctive or other relief for the enforcement of any of the provisions of the Franchise Agreement. It is extremely difficult to estimate what the damages, costs and attorneys' fees may be upon termination, as litigation costs can range from less than one thousand dollars ($1,000.00) to well in excess of thirty thousand dollars ($30,000.00) depending upon the reasonableness of the parties, the experience of their legal counsel, economic conditions and various other factors. Franchisor will make its best efforts to contain these costs as much as possible should termination be necessary. If you live in North Dakota, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

16. ASSIGNMENT, TRANSFER AND ENCUMBRANCE

16A. BY FRANCHISOR

This Agreement is fully assignable by the Franchisor in whole or in part, and shall inure to the benefit of and be binding upon any assignee or other legal successor to the Franchisor's interest herein, provided that, in respect to any assignment resulting in the subsequent performance by the assignee of the functions of the Franchisor, the assignee shall, at the time of such assignment, in the Franchisor's reasonable judgment, be economically capable of performing the obligations of the Franchisor hereunder, and the assignee shall expressly assume and agree to perform such obligations.

16B. BY FRANCHISEE

The Franchisee shall not pledge or encumber the Franchise or Franchised Business. The Franchise is personal to the Franchisee and neither this Agreement (except as provided in paragraph 16(C), nor any part of the ownership in the Franchise or Business may be voluntarily, involuntarily, directly or indirectly assigned, subdivided, sub-franchised or otherwise transferred by the Franchisee (including, without limiting the foregoing, in the event of the death of the Franchisee, by will, declaration of trust or the laws of intestate succession) without the prior written approval of the Franchisor, which approval may not be withheld unreasonably and arbitrarily. If such approval is granted, it shall be conditional upon at least the following:

(1) the Franchisee's payment of all unpaid accounts plus a Transfer Fee equal to the Franchisor's reasonable costs of completing such transfer, which shall include, but not be limited to, reasonable attorney's fees actually incurred, the cost of investigating, corporate training of the transferee, and the Franchisor's administrative expenses including employee salaries, travel costs, telephone charges and out-of-pocket costs properly attributable to the transfer. The Transfer Fee is currently $10,000.00 and may be increased in the future. If Franchisee lives in Washington or its franchise will be located there, the Transfer Fee is only collectable to the extent that it reflects Franchisor's reasonable estimated or actual costs in effecting the transfer; if Franchisee lives in Indiana, there will be no limitation to litigation for breach of the agreement, as set forth in 1C 23-2.7-1(10);

(2) the Franchisee paying to the Franchisor the cost of training the transferee, which shall include, but is not limited to, the training fees and any travel costs and accommodations not paid for by the transferee;

(3) the transferee executing the Franchisor's then current Franchise Agreement, which shall have a term equal to the remaining Term hereof and which may contain financial terms substantially different from those contained herein, and such other documents as are then customarily used by the Franchisor to grant Franchises;

(4) the Franchisee executing a general release of the Franchisor, its officers, directors and employee, excluding only such claims as may have arisen against the Franchisor under the Federal Trade Commission Act, as amended, and if Franchisee lives in Washington or the franchise will be located there, as included in the Washington Franchise Investment Protection Act. Any release, estoppels, or waiver of liability is not intended to nor shall they act as a release, estoppels, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. If Franchisee lives in New York or its franchise will be located there, all rights enjoyed by the Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued there under shall remain in force; it being the intent of this provision that the non-waiver provisions of the GBL 687.4 and 687.5 be satisfied. If Franchisee lives in Indiana or its franchise will be located there, such a release shall exclude liabilities arising under Ind. Code Section 23-2-2.7;

(5) the transferee purchasing all of the Franchisee's assets used in the Business and assuming all of the Franchisee's Business liabilities, including the payment of the On-Site Office Set-Up Package;

(6) the Franchisor's belief that the transferee has adequate financial resources;

(7) the transferee completing to the Franchisor's satisfaction the then standard Maid to Perfection training program for Franchisees and who the Franchisor believes to be capable of operating a Maid to Perfection business as a Franchisee.

16C. ASSIGNMENT TO CORPORATION

The Franchise may be assigned by the Franchisee without charge, once only, to a newly formed corporation which shall conduct no business other than the Business, which is actively managed by the Franchisee and in which the Franchisee owns and controls all of the equity and voting power. Such assignment shall not, however, relieve the Franchisee of the personal obligations to the Franchisor, and the Franchisee shall be jointly and severally liable with the corporation for performance of all of the Franchisee's financial and other obligations under this Agreement. The Franchisee and corporation shall execute an Assignment Agreement on the Franchisor's standard form. All certificates for stock of the corporation must be endorsed with a legend stating that they may not be transferred without the Franchisor's approval.

16D. TRANSFER AMONG FRANCHISEES

In the event that the Franchisee is comprised of two (2) or more individuals, the Franchisor shall not withhold its consent to a sale, assignment, or transfer of any kind (hereinafter called a "Transfer") of the interest of one Franchisee (hereinafter called the "Transferor") in the Franchise to the other Franchisee or Franchisees if, and only if:

(1) the Transferor transfers all of his/her interest in this Agreement;

(2) the Transfer shall not relieve the Transferor of his/her obligations hereunder to the Franchisor;

(3) the Transfer shall be completed in accordance with all applicable bulk sales and other laws;

(4) the Transferor shall have given the Franchisor at least thirty (30) days prior written notice of the proposed Transfer, together with all reasonable details thereof which the Franchisor may demand;

(5) the remaining Franchisee(s) is, in the discretion and opinion of the Franchisor, capable of operating the Business without the Transferor.

16E. DEATH OR INCAPACITY OF FRANCHISEE

Where the Franchisee is one individual, upon his/her death or permanent incapacity (which shall be deemed to have occurred if, due to mental or physical infirmity, he/she fails to actively participate in the Business for a total of ninety (90) non-consecutive days at any time or times throughout any consecutive 365 day period), he/she or his/her estate may assign the Franchise and the Business to his/her spouse, or to any one or more of his/her adult children, on the same terms and conditions as the Franchisee is permitted to assign this Agreement to a third party transferee pursuant to Paragraph 16B, but without the necessity of paying a Transfer Fee.

16F. FRANCHISOR'S RIGHT OF FIRST REFUSAL

If the Franchisee shall at any time determine to sell the Business or an ownership interest in the Business, the Franchisee shall obtain a bona fide, executed written offer to purchase the Business and all assets used by the Franchisee in the Business from a responsible and fully disclosed purchaser, who is approved by the Franchisor as outlined above and shall submit an exact copy of such offer to the Franchisor.

For a period of ten (10) days from the date of delivery of such offer, the Franchisor shall have the right, but not the obligation, exercisable by written notice to the Franchisee, to purchase all of the Business and said assets of the Franchisee, for the price (minus any sales commission which would of been payable as a result of the proposed sale) and on the terms and conditions contained in such offer, provided that the Franchisor may substitute cash for any other form of payment proposed in such offer. The Franchisor may deduct from the purchase price any unpaid debts of the Franchisee to the Franchisor and may pay out of the purchase price any unpaid debts due from the Franchisee to unpaid trade creditors. If the Franchisor does not exercise its right of first refusal, the Franchisee may complete the sale of the Business to such purchaser on the same terms as offered to the Franchisor, subject to the provisions of paragraph 16B hereof. If the sale to such purchaser is not completed within sixty (60) days after delivery of such offer to the Franchisor, the Franchisor shall again have the right of first refusal herein provided.

16G. TEMPORARY OPERATION OF BUSINESS BY FRANCHISOR

In the event that the Franchisee:

(1) fails to conduct the Business during the mandatory hours of business specified by Franchisor;

(2) abandons the Business;

(3) dies or becomes permanently incapacitated (as described in paragraph 16E) and Franchisee, or his/her estate (as the case may be), fail to assign the Franchise (with the Franchisor's approval) pursuant to paragraphs 16B or 16E hereof; then, unless and until the Franchisor terminates this Agreement pursuant to paragraph 14 hereof, the Franchisor shall be entitled to enter the Operating Territory and to operate and manage the Business of the Franchise for his/her (or his/her estate's) account until the Franchise is terminated or assigned to a party acceptable to the Franchisor, or until the Franchisee resumes control over the Business and operates it in accordance herewith; provided, however, no such operation and management by the Franchisor shall continue for more than ninety (90) days without the written consent of the Franchisee or the representatives of his/her estate. In the event that Franchisor so operates the Business, it shall account to Franchisee or his/her estate for all net income from such operation less its reasonable expenses incurred in, and a reasonable management fee for, its operation of the Business.

17. INDEMNIFICATION

17A. BY FRANCHISOR

Franchisor shall, during the Term of the Franchise only, indemnify Franchisee and hold it harmless from and against all damages losses, claims, actions, liability, expenses, and costs for which it is held liable, or which he/she incurs (including its reasonable attorney's costs, travel, investigation and living expenses, and the witness fees) in the defense of any litigation commenced against Franchisee as a direct result of:

(1) Franchisee's proper use of the Trademarks in accordance herewith, subject to the provisions of paragraph 13B and provided that it has given Franchisor timely notice of such action or threatened action;

(2) false representations or warranties made by the Franchisor;

(3) the negligent or willful act or omission of Franchisor, its employees, agents, officers or directors.

Franchisor shall have the right to participate in, and to control, such litigation or proceeding (including the right to compromise or settle such litigation or proceeding) to the extent that Franchisor deems necessary or advisable.

17B. BY FRANCHISEE

If the Franchisee properly relies on or uses materials and procedures provided by the Franchisor or is damaged by the Franchisor's negligence, the Franchisee will be excluded from indemnifying Franchisor from liability. The Franchisee shall, during and after the termination or expiration of the Franchise, and in addition to the obligations contained in paragraph 6, indemnify the Franchisor and hold him harmless from and against all damages, losses, claims, actions, liabilities, expenses, and costs for which Franchisor is held liable, or which Franchisor incurs (including reasonable attorney's costs, travel, investigation, and living expenses of Franchisor's employees, and witness fees) in any litigation or proceeding as a result of or arising out of:

(1) a breach of this Agreement, or any other agreement between the parties, by the Franchisee;

(2) any injury to, or loss of property of, any of the Franchisee's clients;

(3) taxes, liabilities, costs, or expenses of the Franchisee's Business;

(4) any advertising or promotional material distributed, broadcast, or in any way disseminated by the Franchisee or on his/her behalf, unless such material has been produced or approved in writing by the Franchisor;

(5) any negligent or willful act or omission of the Franchisee, his/her employees, agents, servants, or contractors.

18. MISCELLANEOUS

18A. ENFORCEMENT

The Franchisee acknowledges that his/her failure to comply with the terms of this Agreement and associated documents could cause the Franchisor irreparable harm which may not be compensated by the payment of money and, therefore, the Franchisor shall be entitled to appoint a receiver of the Franchisee's Business and to obtain, without bond, declarations, temporary and permanent injunctions, and orders of specific performance enforcing the provisions of this Agreement relating to the Franchisee's use of the Trademarks; the obligations of the Franchisee upon termination, expiration, or assignment of this Agreement and assignment of the Franchise; and to prohibit any act or omission by the Franchisee, or employee of the Franchisee, that constitutes a violation of any applicable law or regulation, is dishonest or misleading to Maid to Perfection clients or prospective clients, or constitutes a danger to employees, clients, or the public, or which may impair the goodwill associated with the Trademarks.

Except as noted below, any disputes between the parties that, are not settled amicably are to be resolved by binding arbitration. Such arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). If the Commercial Arbitration Rules are in any way contrary to or in conflict with this Agreement, the terms of this Agreement shall control. The arbitration shall be heard by a single arbitrator. The arbitration hearing shall be held in any locale within either the State of Florida or the State of Maryland in the Franchisor's discretion. The arbitrator shall have

no power to award punitive or exemplary damages. Any award in arbitration may be presented to any court of competent jurisdiction for confirmation and enforcement. The failure of the Franchisee to initiate arbitration proceedings within thirty (30) days after the sending of a notice of termination by Franchisor shall be deemed a waiver of the Franchisee's right to arbitration. Except as noted in this Section 18A, any claim by franchisee against Franchisor must be filed within one (1) year of accrual of that claim. The costs and expenses of arbitration, including compensation and expenses of the arbitrator, shall be borne by the parties as the arbitrator determines. The initiation of arbitration by either of the parties will not suspend in any way the obligations that the parties owe to each other under the terms of the Agreement pending the result of the arbitration.

Notwithstanding the above, Franchisee shall have the right to bring a lawsuit in Maryland for claims arising under Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise. If Franchisee lives in Washington, or as mutually agreed upon at the time of arbitration, or as determined by the arbitrator at the time of arbitration.

The State of Florida shall govern the construction and interpretation of this Agreement and all disputes arising hereunder. However, if the Franchisee lives in Illinois or the franchise will be located there, the Illinois Franchise Disclosure Act and the law of the State of Illinois shall govern the construction and interpretation of this Agreement in arbitration. If Franchisee lives in Minnesota or the franchise will be located there, pursuant to Minnesota Statute Section 80C.21 and Minnesota Rule Parte 2860.4400J., this section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C. If Franchisee lives in New York or the franchise will be located there, the foregoing choice of law shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the General Business Law of the State of New York. If the Franchisee lives n North Dakota or the Franchise will be located there, Section 51-19-09 of the North Dakota Franchise Investment Law provides for an arbitration site to be agreeable to all parties. If the Franchisee lives in Indiana, there will be no limitation on litigation brought for breach of the agreement, pursuant to 1C 23-2-2.7-1(10). .

If the Franchisee lives in Minnesota or the franchise will be located there, nothing above shall be construed to require Franchisee to waive its rights to a jury trial or rights to any procedure, forum, or remedies provided for by the laws of the State of Minnesota.

Franchisor shall have the right to seek equitable relief, including, but not limited to, preliminary injunctions and restraining orders, from any appropriate court of law, rather than in arbitration, including before any and all courts located in the State of Maryland and in the State of Florida. For any disputes or controversies relating to any monies owed to Franchisor under the Agreement, Franchisor may in its sole discretion bring claims for those monies owed either in arbitration under the procedures set forth in this Section 18A or by suit filed in any court of competent jurisdiction. Franchisee specifically submits to personal and subject matter jurisdiction before all courts located in the State of Maryland and the State of Florida for any suit brought by Franchisor and consents to proper venue in those courts.

If the Franchisor secures any such injunction, declaration, or order of specific performance, or brings any proceeding to enforce the provisions hereof, the Franchisee agrees to pay to the Franchisor an amount equal to the aggregate of its reasonable costs, including without limitation, attorneys' and expert witness' fees, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses, and any damages incurred as a result of the breach of any such provision.

18B. SEVERABILITY

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; all partially valid and enforceable provisions shall be enforced to the extent they are intelligible, valid and enforceable.

18C. COMPLIANCE WITH LOCAL LAW

If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination or expiration of this Agreement than is required hereunder, or 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 requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and shall be enforced as originally made and entered into all other jurisdictions.

18D. WAIVER OF OBLIGATIONS AND AMENDMENTS

Either party hereto may, by written instrument delivered to the other, unilaterally waive any obligation of, or restriction placed solely upon, the other under this Agreement. No acceptance by the Franchisor of any other payment by the Franchisee and no failure, refusal, or neglect of the Franchisor or the Franchisee to exercise any right under this Agreement or to insist upon full compliance by the other with its obligations hereunder shall constitute a waiver of any provision to this Agreement. Any waiver granted by the Franchisor shall be without prejudice to any other rights it may have and may be revoked at any time, and for any reason, by written notice. No failure, refusal, or neglect of the parties hereto to exercise any rights contained herein shall be deemed a waiver thereof unless notice is given in writing as provided herein. Any modification or amendment to this Agreement, except as noted above, shall be in writing signed by all parties hereto.

However, if Franchisee lives in Washington or the franchisee will be located there, a release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those, which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable. Any release, estoppels, or waiver of liability is not intended to nor shall they act as a release, estoppels, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

18E. FRANCHISEE MAY NOT WITHHOLD PAYMENTS

The Franchisee agrees that he/she will not, on grounds of an alleged nonperformance by the Franchisor of any of its obligations, withhold payment to the Franchisor of any amount whatsoever. No endorsement or statement on any check or payment of any sum less than the full sum due to the Franchisor shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and the Franchisor may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. The Franchisor may apply any payments made by the Franchisee against any past due indebtedness of the Franchisee as the Franchisor may see fit. The Franchisor may set off against sums due to the Franchisee any unpaid debts to the Franchisor.

18F. RIGHTS OF PARTIES ARE CUMULATIVE

The rights of the parties hereunder are cumulative and no exercise or enforcement by a party of any right or remedy hereunder shall preclude the exercise or enforcement by that party of any right or remedy herein contained, or to which it is entitled by law.

18G. CONSTRUCTION

The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such sections or paragraphs. The term "Franchisee" as used herein is applicable to one or more persons, a corporation or a partnership, as the case may be, and the singular usage (where applicable) includes the plural and the masculine and neuter usages (where applicable) include the other and the feminine. All dollar amounts herein described are United States dollars. The word "Term" shall include a renewal term hereof, if this Agreement is renewed in accordance to paragraph 1B, unless the context requires otherwise. When calculating the date upon which or the time within which any act is to be done pursuant to this Agreement, the date, which is the reference date in calculating such period shall be excluded. If the last day of such period is a non-business day, the period in question shall end on the next business day.

18H. INDEPENDENT CONTRACTORS

The parties hereto are independent contractors and no training or supervision given by, or assistance from the Franchisor shall be deemed to negate such independence. The Franchisee acknowledges that the success of the Business is largely dependent upon his/her own efforts and hereby assumes the responsibility for his/her success, or failure. The Franchisee shall conspicuously identify himself at the Business premises as the owner or tenant (as the case may be) of the premises and a licensed Franchisee of the Franchisor.

Neither party hereto shall make any agreements, representations, or warranties (except by the Franchisor in advertising as provided for herein) in the name of, or on behalf of, the other or that their relationship is other than that of Franchisor and Franchisee; neither party hereto shall be obligated by nor have any liability for, any agreements, representations, or warranties made by the other (except by the Franchisor in advertising as provided for herein), nor shall the Franchisor be liable for any damages to any person or property arising, directly or indirectly, out of the operation of the Franchisee's Business, whether caused by the Franchisee's negligent or willful action or failure to act. The Franchisor shall have no liability for any sales, use, excise, income, property or other tax levied upon the Franchisee's Business or his/her assets or in connection with the services performed by the Franchisee.

18I. INTEREST ON LATE PAYMENTS; LATE CHARGES

All amounts payable pursuant to this Agreement or any other agreement between the parties hereto shall bear interest after the date upon which said payment becomes due at two percent (2%) per annum above the lowest annual rate of interest quoted by the Franchisor's bank to its most credit worthy borrowers for prime business loans at the time the payment becomes due, or the maximum legal rate of interest, whichever is less.

Payments of Royalty and Service Fees and payments of Advertising Fees must be submitted weekly to the Franchisor as herein provided, and if any such payments are made late or if any such payments are not made, the Franchisor may require the Franchisee to pay a late charge equal to ten percent (10%) of such

payment due to cover the Franchisor's administrative and collection costs associated therewith. Exhibit J, Credit Card Authorization Form, must be executed to expedite payment processing and assist Franchisor in creating a paper-less electronic environment.

18J. ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreement of the parties hereto concerning the matters herein contained. The Franchisee acknowledges that the Franchise has been granted in reliance upon the information supplied to the Franchisor in the Franchisee's application for a Maid to Perfection Franchise. Nothing in this Agreement or any related agreement is intended to disclaim the representations made in Franchisor's Franchise Disclosure Document.

18K. NOTICES

Any notice, request, demand, approval, consent, or other communication which the parties hereto may be required or permitted to give to the other party shall be in writing and may be served either personally or by prepaid registered mail or by telegram to the other party at the address specified on page 1 hereof, or to such other address as either party shall have designated by notice to the other. Any such communication is conclusively deemed to have been given or made on the day upon which it is delivered, or on the third business day following the date of mailing, or on the day the telegram is sent, as the case may be.

18L. FORCE MAJEURE

Neither party hereto shall be liable for any loss or damage due to any delay in the due performance of the terms hereof (except for the payment of money) by reason of strikes, lockouts and other labor troubles; fires, riots, wars, embargoes, civil commotion, or acts of God. Any such delay shall extend performance only so long as such event is in progress.

18M. TIME OF THE ESSENCE

In all respects, time shall be of the essence hereof.

18N. FURTHER ASSURANCES

Each party hereto shall execute and deliver such further instruments, contracts, forms, and other documents, and shall perform such further acts, as may be necessary or desirable, to carry out, complete, and perform all terms, covenants, and obligations herein contained. This agreement shall be binding and supersede all terms and conditions the Franchisee may have under previous Franchise Agreements executed with the Franchisor.

18O. JOINT AND SEVERAL LIABILITY

In the event that there is more than one Franchisee, or if the Franchisee should consist of more than one legal entity, the Franchisees' liability hereunder, shall be both joint and several. A breach hereof by one such entity shall be deemed to be a breach by both or all entities.

18P. SUCCESSORS BOUND

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their permitted successors and assigns.

18Q. GOVERNING LAW

This Agreement shall be construed in accordance with, and be governed by the laws of the State of Florida. However, if Franchisee lives in or its franchise will be located in California, Illinois, Indiana, North Dakota, or Washington, then your respective state law will govern the construction of this Agreement. If Franchisee lives in Minnesota or its franchise will be located there, pursuant to Minnesota Statute Section 80C.21 and Minnesota Rule Parte 2860.4400J, prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C. If Franchisee lives in New York or its franchise will be located there, the foregoing choice of law shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the General Business Law of the State of New York.

18R. SCHEDULES

The following schedule forms part of this Agreement:

Schedule A - The Operating Territory

18S. ACKNOWLEDGMENTS

The Franchisee acknowledges that he/she has:

(1) read and understood this Agreement, and all related agreements, prior to signing this Agreement;

(2) been accorded ample time and opportunity to consult with advisers of his/her own choosing prior to signing this Agreement; and

(3) received a copy of this Agreement in final form at least seven (7) calendar days prior to signing it;

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties to this Agreement, intending to be legally bound hereby, have duly executed, sealed, and delivered this Agreement in triplicate on the day and year first above written.

FRANCHISOR:

Maid to Perfection Global, Inc.

By:_____(SEAL) DATE:_____

_____
NAME PRINTED

_____
TITLE

FRANCHISEE:

_____(SEAL) DATE:_____
(Signature)

_____
NAME PRINTED

_____(SEAL) DATE:_____
(Signature)

_____
NAME PRINTED

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SCHEDULE A

Maid to Perfection

DESCRIPTION OF FRANCHISEE'S OPERATING TERRITORY

The Operating Territory shall be:

SEE ATTACHED TERRITORY PAGE

INITIAL

_____ _____

Franchisor Franchisee

Political boundaries described above or delineated on the map shall be considered fixed as of the date of the Franchise Agreement and shall not change for the purpose hereof notwithstanding a political reorganization or change to such boundaries or regions. All street boundaries shall be deemed to end at the street centerline unless otherwise so delineated or specified above.

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EXHIBIT B

Maid to Perfection
FRANCHISE DISCLOSURE DOCUMENT

State Administrators and
Agents for Service of Process

MTP authorizes the Commissioner of Corporations at 1515 K Street, Suite 200, Sacramento, California 95814-4017 to receive service of process for MTP in California.

MTP authorizes the Hawaii Commissioner of Securities of the Department of Commerce and Consumer Affairs, 335 Merchant Street, Rm 203,, Honolulu, Hawaii 95813 to receive services of process for MTP in Hawaii.

MTP authorizes the Illinois Attorney General's Office at 500 South Second Street
Springfield, Illinois 62706 to receive service of process for MTP in Illinois.

MTP authorizes the Secretary of State at 201 State House, 200 West Washington St., Indianapolis, Indiana 46204 to receive service of process for MTP in Indiana.

The Maryland State Administrator is the Office of the Attorney General, Securities Division, located at 200 St. Paul Place, Baltimore, Maryland 21202-2020

MTP authorizes the Maryland Securities Commissioner, located at 200 St. Paul Place, Baltimore, Maryland 21202-2020, to receive service of process for MTP in Maryland.

MTP authorizes the Commissioner of Commerce, Minnesota Department of Commerce at 133 East Seventh Street, St. Paul, Minnesota 55101 to receive service of process for MTP in Minnesota.

MTP authorizes the Secretary of State of the State of New York at 162 Washington Avenue,
Albany, New York 12231 to receive service of process for MTP in New York.

MTP authorizes the State of North Dakota Securities Commissioner at the State Capital, Fifth Floor, 600 East Boulevard, Bismarck, North Dakota 50505-0510 to receive service of process in North Dakota.

MTP authorizes the Director of the Rhode Island Department of Business Regulation at 1511 Pontiac Avenue, Building 69-1, Cranston, Rhode Island, 02910, to receive service of process for MTP in Rhode Island.

MTP authorizes the Director, Division of Securities, 910 East Sioux Avenue, Pierre, South Dakota 57501 to receive service of process for MTP in South Dakota.

MTP authorizes the Clerk of the State Corporation Commission of Virginia at 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804-371-9733) to receive service of process for MTP in Virginia.

The Virginia state administrator is the State Corporation Commission, Division of Securities and Retail Franchising, 1300 East Main Street, 9th Floor, Richmond, Virginia 23219 (804-371-9276)

MTP authorizes Gabrielle Korten at 570 S.E. Benewah, #157, Pullman, Washington 99163 to
receive service of process for MTP in Washington.

MTP authorizes the Franchise Administrator, Securities and Franchise Registration, of the Wisconsin Securities Commission, 345 West Washington Avenue, Fourth Floor, Madison WI 53703 to receive service of process for MTP in Wisconsin.

EXHIBIT C

Maid to Perfection
FRANCHISE DISCLOSURE DOCUMENT

Secured Promissory Note

SECURED PROMISSORY NOTE

PRINCIPAL SUM _____ DATE _____

FOR VALUE RECEIVED, the undersigned _____ and_____ (jointly referred to as "Borrower") promise to pay to the order of MTP and or _____ ("Lender") the Principal Sum identified above together with interest on the unpaid balance of the Principal Sum from the date hereof until maturity of this Note (whether by acceleration, declaration, extension or otherwise) at the rate of ____ (___%) per annum, in installments of _____ equal, consecutive monthly payments in the amount of _____ Dollars ($_____) each, due and payable on the 1st day of each month thereafter, commencing on _____, with subsequent installments being due on the same day of each calendar month thereafter, up to and including the 30th day of _____, and a final installment in the amount of the outstanding balance of the Principal Sum and any accrued interest payable on_____ (all of these installment payments are hereinafter referred to as the "Payments"). If any of the Payments shall be unpaid for more than 10 days after the due date thereof, Lender can collect a late charge of $25.00, in addition to the monthly payment due.

All of the Payments (both Principal and Interest) shall be paid in lawful money of the United States of America during regular business hours at the Main Headquarters of Maid to Perfection Global, Inc., at 3111 Innovation Drive, St. Cloud, Florida, 34769, or at such other place as may be designated by the Lender in writing periodically.

This Note is secured by the Security Agreement of even date herewith between the Lender and the undersigned individuals. A copy of the Security Agreement is attached as Exhibit 1. The maturity of this Note is subject to acceleration as provided in the Security Agreement. The Lender is entitled to the benefits of the collateral and security described in the Security Agreement and may enforce the covenants of the Borrower contained therein and may exercise the rights and remedies provided for thereby, all in accordance with the terms thereof. Reference is hereby made to the Security Agreement for the provisions upon which the maturity of this Note may be accelerated, the duties and obligations of the undersigned and of the rights and remedies of the Lender and any other holder hereof.

In the event default as defined in the Security Agreement occurs or exists or if the undersigned shall fail to pay any of the payments within 10 days of the date when due and payable hereunder, the Lender or any other Holder hereof may at its option declare the entire amount of the unpaid balance of the Principal Sum together with accrued interest thereon to be immediately due and payable without presentment for payment, demand, protest or notice of dishonor or of protest, all of which are hereby waived by the undersigned.

If this note is forwarded to an attorney for collection after maturity hereof (whether by acceleration, declaration, extension or otherwise), the Borrower shall pay on demand all costs and expenses of collection including reasonable attorney's fee of 15% of the unpaid balance of the Principal Sum then remaining due and payable hereunder.

After maturity of this Note (whether by acceleration, declaration, extension or otherwise), and if allowed by law, the Borrower hereby authorizes any attorney designated by the Lender to appear for the undersigned in any court of record and confess judgment against the Borrower (jointly and severally if

more than one) for and in the amount of the unpaid balance of the Principal Sum with interest accrued thereon, together with costs of suit and the sum of 15% of such unpaid balance of the Principal Sum as attorney's fees.

Each of the undersigned Borrowers shall be jointly and severally liable hereunder, and Lender or any other Holder may, without notice to or consent of the undersigned, release, compromise, settle or modify with, or proceed against any one or more of the undersigned borrowers without discharging, lessening or releasing in any way the liability hereunder of the other of the undersigned. Lender may also, without notice to or the consent of the undersigned and without discharging, lessening or releasing in any way the liability hereunder of the undersigned, grant extensions or renewals hereof periodically and for any term or terms and/or release at any time periodically all or any part of the security and collateral of the Security Agreement. The Lender shall not be liable or prejudiced by failure to collect or for lack of diligence in bringing suit on this Note or any renewal or extension hereof. Any failure by the Lender to exercise any right or remedy hereunder or under the Security Agreement or under applicable law shall not be construed as a waiver of the right to exercise the same at any other time or periodically thereafter.

This Note shall be governed and construed under the laws of the State of Florida. However, if Franchisee lives in or its franchise will be located in California, Illinois, Maryland, or Washington, then your respective state law will govern the construction of this Agreement. If Franchisee lives in Minnesota or its franchise will be located there, pursuant to Minnesota Statute Section 80C.21 and Minnesota Rule Parte 2860.4400J., this section shall not in any way abrogate or reduce any rights of the franchisee as provided for in Minnesota Statutes, Chapter 80C. If Franchisee lives in New York or its franchise will be located there, the foregoing choice of law shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the General Business Law of the State of New York. The parties acknowledge that the loan evidenced by this promissory Note has been made by Lender to the undersigned for commercial purposes to finance all or a portion of the purchase price of a franchised business. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Maid to Perfection Global, Inc.

_____ (SEAL)
LENDER

BORROWER

_____ (SEAL)
SECURED PARTY

_____ (SEAL)
SECURED PARTY

WITNESS _____

DATE: _____

EXHIBIT 1

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, made this _____ day of _____, 200__, by and between MTP and/or _____("Lender") and _____ _____ and _____ (jointly referred to as "Borrower"), whose primary place of business is set forth below.

WHEREAS, Borrower is or will be indebted to Lender for moneys in the amount of _____Dollars ($_____) ("Principal Sum") as evidenced by a Promissory Note ("Note"), of even date herewith from Borrower to Lender in the amount of the Principal Sum; and

WHEREAS, in order to secure the payment of the Note and for the other purposes herein set forth, this Agreement has been executed by the parties hereto.

NOW THEREFORE, in consideration of the loan evidenced by the Note and for other good and valuable considerations, Borrower hereby grants to Lender a security interest in the franchised business as described in Schedule "A" attached hereto, including all increases, additional accretions, parts, fittings, accessories, special tools, attachments and accessions now or hereafter affixed thereto or substitutions therefore, as security for the payment of (a) the Note, (b) all costs and expenses, including attorney's fees, incurred in the collection of the Note and the enforcement of Lender's rights and remedies hereunder, (c) all costs and expenses incurred by Lender pursuant to paragraphs 10 and 11 hereof, (d) all other present and future, direct or contingent liabilities of Borrower to Lender of any nature whatsoever, and (e) such interest as may be payable to Lender.

Borrower warrants, covenants and agrees that:

1. Ownership of Collateral. Borrower is now or will soon hereinafter become the owner of the Collateral and have, or will have when the Collateral is acquired, the right to grant a security interest in it to Lender. The Collateral is or will be when acquired, free and clear of all liens, security interests, claims, charges, encumbrances, taxes and assessments except those of Lender and those permitted in writing by Lender.

14. Payment and Performance. Borrower shall pay and perform all of the obligations and liabilities secured by this Agreement according to their terms.

15. Care and inspection. Borrower will maintain the Collateral in good condition and repair and will not permit anything to be done to the Collateral that may impair its value. Borrower will pay all costs to maintain Collateral and will permit representatives of Lender to inspect the Collateral as well as Borrower's books and records with respect thereto at all reasonable times, and for such purposes to enter upon any premise of Borrower.

4. Borrower's Place of Business and Location of Collateral. The only place or places of business used by Borrower is/are specified below. Borrower shall immediately notify Lender in writing of any change in any of Borrower's places of business, or the opening of any new place of business. All of the Collateral will be located at the address or addresses specified below and Borrower will not

permit any of the Collateral to be removed from such location without the prior written consent of Lender, except for the use of inventory in Borrower's normal course of business.

16. Insurance. Borrower will insure the Collateral against such casualties or risks in such form and amounts as may be required by Lender.

6. Sale and Other Liens. Borrower will not sell, lease, transfer, exchange or otherwise dispose of the Collateral, other than the inventory, which may be disposed of and replaced in the ordinary course of business, without the prior written consent of Lender.

17. Performance by Lender. Upon failure by Borrower to perform any of the acts described in paragraphs 3, 5 and 6 above to be performed by Borrower hereunder, Lender may, at its option and Borrower's expense perform any of said acts in any manner deemed proper by Lender and for such purposes Lender is hereby irrevocably appointed as Borrower's attorney-in-fact.

18. Default. Borrower shall be in default hereunder and under the Note upon the happening of any of the following events: (a) default on any payment hereunder, either in whole or in part, or under the terms of any indebtedness now or hereafter owed by Borrower to Lender, (b) if any warranty, representation or statement of the borrower made herein or furnished in connection herewith is not true or is misleading, (c) failure of Borrower to observe, perform or comply with any of the terms, covenants and agreements hereof or of the Note, (d) the loss, theft, damage, destruction, sale transfer or encumbrance of the Collateral or any part thereof or the making of any levy, seizure or attachment thereof, or thereon, (e) the occurrence of any event of default as described in the Note, (f) the institution of any proceedings by or against Borrower under any of the provisions of the Bankruptcy act or any state insolvency law or for the appointment of a Receiver for Borrower, (g) the making by Borrower or either of them of any assignment or deed for the benefit of creditors, (h) the entry of a judgment in excess of $1,000 against Borrower, (i) the issuing of any attachment or garnishment against any of the assets or property of Borrower or either of them, (j) if Lender shall at any time deem itself insecure or in good faith believe that the prospect of payment of the Note or performance of the Agreement is impaired, and (k) the determination in good faith by Lender that a material adverse change has occurred in the financial condition of Borrower or either of them from the conditions set forth in the most recent financial statement furnished to the lender or from the financial condition of Borrower most recently disclosed to Lender in any other manner.

19. Remedies Upon Default. In the event of a default hereunder, Lender may, at its option, and without notice to Borrower, declare the unpaid balance of the Principal Sum together with interest accrued thereon and all other sums and indebtedness secured hereby to be immediately due and payable, and Lender may proceed to enforce payment of same. In such event, Lender shall have the rights and remedies of a secured party as provided by the Uniform Commercial Code or other applicable law and Borrower, upon demand by Lender, shall assemble the Collateral and make it available to Lender at a place designated by Lender, which is mutually convenient to both parties. Lender or its agents may enter upon Borrower's premises to take possession of the Collateral to remove it, to render it unusable or to sell or otherwise dispose of the Collateral. Any notice in writing of the sale, disposition or other intended action by Lender which is sent by mail, postage prepaid to Borrower at any address of Borrower specified below, or such other address of Borrower which may periodically be shown on Lender's records, at least 10 days prior to such action, shall constitute reasonable notice to Borrower. Borrower shall pay on demand all costs and expenses including, without limitation, attorney's fees and expenses, incurred by or on behalf of Lender (a) in enforcing the liabilities and

obligations of Borrower under the Note or under this Agreement, and (b) in connection with the taking, holding, preparing for sale or other disposition, selling or otherwise disposing of, the Collateral. All such costs and expenses shall be secured hereby and shall bear interest from the date incurred or advanced until paid in full at the rate of interest set forth in the Note.

Any proceeds of any sale or of any other disposition of any of the Collateral may be applied by Lender to the payment of any costs and expenses in connection with the taking, holding, preparing for sale or other disposition, selling or otherwise disposing of the Collateral, including attorney's fees and expenses, and any balance of such proceeds may be applied by Lender toward the payment of such of the indebtedness secured hereby, and in such order of application, as Lender may periodically elect.

20. Deficiency. If the sale or other disposition of the Collateral fails to satisfy all the indebtedness secured by this Agreement and the expenses of retaking, holding, preparing for sale, selling and the like including attorney's fees and expenses incurred or advanced by Lender in connection with this Agreement or the indebtedness it secures, Borrower shall remain liable to Lender for any deficiency.

21. No Waiver. No failure or delay by Lender to insist upon the strict performance of any term, condition, covenant or agreement of this Agreement or of the Note, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant or agreement or of any such breach, or preclude Lender from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any amount payable, Lender shall not be deemed to have waived its right to demand payment when due of all other amounts payable under the Note or under this Agreement, or to declare a default for failure to effect such payment of any such other amount.

12. The Term "Borrower". The term "Borrower" as used herein refers to each of the undersigned borrowers jointly and severally, and the obligations and liabilities of the undersigned borrowers hereunder are joint and several as to all and each of them.

13. Miscellaneous. Neither this Agreement nor any other term, condition, covenant or agreement hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. This Agreement shall be governed by the laws of the State of Florida. However, if Franchisee lives in or its franchise will be located in California, Illinois, Maryland, or Washington, then your respective state law will govern the construction of this Agreement. If Franchisee lives in Minnesota or its franchise will be located there, pursuant to Minnesota Statute Section 80C.21 and Minnesota Rule Parte 2860.4400J., this section shall not in any way abrogate or reduce any rights of the franchisee as provided for in Minnesota Statutes, Chapter 80C. If the Franchisee lives in New York or the franchise will be located there, the foregoing choice of law shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the General Business Law of the State of New York. This Agreement shall be binding upon the personal representatives, heirs, successors and assigns of Borrower and shall inure to the benefit of the successors and assigns of Lender. As used herein the singular shall include the plural as the context may require and the "person" as used herein shall include an individual, a corporation, an association, a partnership, a trust and an organization.

WITNESS the signature and seal of Borrower on the day and year first written above.

Maid to Perfection Global, Inc.

_____ (SEAL)
LENDER

BORROWER

_____ (SEAL)

_____ (SEAL)
SECURED PARTY

WITNESS _____

DATE _____

UNCONDITIONAL GUARANTY OF PAYMENT

The undersigned Individuals hereby unconditionally and irrevocably guarantee to the holder of the above Secured Promissory Note (the "Note") (a) the payment in full of the principal and interest on the Note, as and when the same shall become due and payable, whether by acceleration, declaration extension or otherwise, together with all reasonable cost and reasonable attorney's fees incurred in the collection or enforcement thereof, (b) the payment in full of all other sums and charges which may at anytime be due and payable in accordance with, or secured by, this Note and the other Loan Documents, and (c) the punctual performance of all other terms, covenants contained in this Note and the other Loan Documents. The undersigned assent to and agree to be bound by the terms and provisions of the Note. Without notice to or further consent of the undersigned, with or without consideration, and without lessening or releasing the obligations hereunder of the undersigned, the undersigned consent to (a) any extension of time for or release of the Note, (b) any renewal, modification, delay waive or release of the Note, (c) the addition or release of any Maker, accommodation party, endorser guarantor or surety of the Note, (d) the addition to, sale or other disposition of, or substitution for or release of, any collateral or security for the Note or part thereof, and (e) any indulgence to the Holder of the Note or to any Maker, accommodation party, endorser, surety or the guarantor of the Note. The undersigned waive presentment, demand, notice of dishonor, notice of acceptance of this Unconditional Guaranty of Payment and notice of action taken under this Unconditional Guaranty of Payment, under the Note, or against any collateral security, and agree that the holder may proceed against the undersigned, with or without first pursuing any cause of action which the holder may have against the Maker of the Note. This Unconditional Guaranty of Payment is made in and shall be governed by the laws of the State of Florida unless it is deemed that another State have precedents. Those terms defined in the Note are used herein with the same meaning.

The signatures and seals of the undersigned subscribed to this Unconditional Guaranty of Payment as of the date of the Note.

Maid to Perfection Global, Inc. BORROWER

_____ (SEAL) _____ (SEAL)
LENDER

_____ (SEAL)
SECURED PARTY

WITNESS _____ DATE _____

COLLATERAL

Described below is a summary of the Collateral associated with the franchised business being used to secure the Secured Promissory Note. The Collateral includes but is not limited to:

1. All equipment & supplies provided by Maid to Perfection Global, Inc.. ("Franchisor") or purchased in the general course of operating a residential and commercial cleaning business.

2. All business forms and advertising materials bearing the Trademarks.

3. All business phone numbers, all records of sales, employees, customer accounts, vendors, contracts and any other papers or materials associated with the franchised business.

4. All training films, operation manuals, and training manuals.

5. Any and all post office box(es) opened in the name of the franchised business.

6. All rights to the ownership and operation of a Maid to Perfection Franchise including, but not limited to territorial rights as set forth in the Franchise Agreement.

7. All other property acquired for or by the franchised business not specifically listed above.

This assignment of the property listed above does not relieve Borrower of its responsibilities to the Franchisor as set forth in the Franchise Agreement.

Maid to Perfection Global, Inc. BORROWER

_____(SEAL) _____ (SEAL)
LENDER

_____ (SEAL)
SECURED PARTY

WITNESS _____ DATE _____

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EXHIBIT D

Maid to Perfection
FRANCHISE DISCLOSURE DOCUMENT

Operations Manual
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EXHIBIT E

Maid to Perfection
FRANCHISE DISCLOSURE DOCUMENT

Corporate Assignment Agreement

CORPORATE ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 201_ (hereinafter the "Effective Date") by and between:

Maid to Perfection Global, Inc., a Florida corporation having its head office at 3111 Innovation Drive, St. Cloud, Florida, 34769, (hereinafter the "Franchisor")

-and-

_____

(hereinafter the "Franchisee")

-and-

_____

(name of corporation)

_____

(business address)

_____

(city, state and zip code)

(hereinafter the "Assignee")

WITNESSETH:

WHEREAS, Franchisee has entered into a certain Franchise Agreement with Franchisor on the _____ day of_____, 201__ (hereinafter the "Franchise Agreement"), which is hereby incorporated by reference and made a part hereof; and

WHEREAS, said Franchise Agreement granted Franchisee certain valuable rights in exchange for financial and performance obligations, which rights and obligations Franchisee now desires to transfer to Assignee; and,

WHEREAS, Assignee now desires to be assigned said rights and to assume said obligations; and,

WHEREAS, Franchisor desires to confer said rights upon Assignee and to require said obligations of Assignee;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Franchisee hereby transfers, sets over and assigns to Assignee, as of and from the date of this Assignment, all right, title and interest of Franchisee in and to the Franchise Agreement and Franchise therein granted, subject to the timely observance and performance by Assignee of the covenants and conditions on the part of Franchisee contained in said Franchise Agreement and all agreements incidental

thereto including, without limiting the generality of the foregoing, the punctual payment of all sums periodically payable to Franchisor there under.

2. a. Franchisor hereby consents to the assignment as aforesaid, subject to Franchisee and Assignee jointly and severally covenanting and agreeing to pay to Franchisor forthwith upon demand any and all moneys owing by Franchisee to Franchisor in respect to the Franchised Business on and after the date of this Assignment.

b. Assignee covenants and agrees that it will, at all times during the Term of the Franchise Agreement, including any renewal thereof, observe and perform each and every one of the covenants, obligations, and undertakings required to be performed or observed by Franchisee under the terms thereof including, without limiting the generality of the foregoing, the payment of all sums reserved thereby, including any Initial Franchise Fee, Royalty and Service Fees, Advertising Fees, and Local Advertising Requirements provided for therein.

c. Franchisor's consent herein shall not be construed as a waiver by Franchisor of the necessity for its consent to any further assignment of the Franchise Agreement, which further assignment shall only be effected in accordance with the terms therein.

3. Assignee and Franchisee jointly and severally covenant and agree that so long as said Franchise Agreement remains in full force and effect:

a. Franchisee shall not directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, convey, donate, pledge, mortgage or otherwise encumber any shares of Assignee now or hereafter owned or controlled by him without obtaining the prior written consent of Franchisor.

b. Franchisee shall continue to own beneficially and to control the majority of the issued voting shares of Assignee. For the purpose hereof, voting shares includes shares of any class or classes (howsoever designated) having ordinary voting power under all circumstances, the exercise of which voting power is not restrained by the existence of any agreement, whether written or oral.

c. Franchisee and Assignee shall not permit, without the Franchisor's prior written consent, any transfer or issue of any shares of Assignee, and if such consent is given they shall cause the new shareholder to execute a written agreement with Franchisor under seal undertaking to be bound by the restrictions on any change in control of Assignee and the noncompetition and secrecy covenants contained in the Franchise Agreement. Contemporaneously with the appointment or election of any person as a director or officer of Assignee, Franchisee and Assignee shall cause such person to execute a written agreement with Franchisor, under seal, undertaking to be bound by the noncompetition and secretary covenants contained in the Franchise Agreement.

d. Assignee shall furnish to Franchisor, prior to the execution of this Agreement and forthwith upon all transfers or issuance's of shares of Assignee, a list of all shareholders having an interest in Assignee, which list shall reflect the percentage interest of each shareholder and the number of shares directly or indirectly owned or controlled by him.

e. Assignee agrees that it will not use the Trademarks, as that term is defined in the Franchise Agreement, or any name deceptively similar as part of its corporate name.

4. In further consideration of Franchisor granting its approval of the within assignment, Franchisee hereby releases and forever discharges Franchisor of and from all actions, causes of action, claims, demands, damages (known or unknown) and liabilities whatsoever both at law and in equity which against the Franchisor, the Franchisee ever had, or now has, for, or by reason of, any cause, matter or thing whatsoever existing up to the present time, excluding only such claims as the Franchisee may have had arisen. Any release, estoppels, or waiver of liability is not intended to nor shall they act as a release, estoppels, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. If Franchisee lives in New York or the franchise will be located there, all rights enjoyed by the Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued there under shall remain in force; it being the intent of this provision that the non-waiver provisions of the GBL 687.4 and 687.5 be satisfied. If Franchisee lives in Washington or its franchise will be located there, excluding only such claims as may have arisen against the Franchisor as included in the Washington Franchise Investment Protection Act.

5. Franchisee shall, as of the date of this Assignment, transfer to Assignee all of his/her right and title in and to his/her assets used in the Maid to Perfection Business pursuant to the Franchise Agreement. This Corporate Assignment Agreement does not in any way relieve or reduce the personal obligations of the Assignor (Franchisee) under the Franchise Agreement.

6. The within assignment shall be inoperative unless and until Franchisor has consented thereto by executing these presents.

7. All notices, requests, demands or other communications to be delivered to the parties hereto may be delivered in the same manner as described in the Franchise Agreement to Assignee's address shown on page one hereof.

8. Assignee acknowledges that it has received a copy of the Franchise Agreement and is familiar with, and agrees to abide by, the terms, covenants and conditions therein contained on the part of the Franchisee.

9. If there is any conflict between the provisions of this Agreement and any of the provisions of the Franchise Agreement, the provisions of this Agreement shall prevail.

10. Time shall be of the essence of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the Federal Government and your State. However, if Franchisee lives in or its franchise will be located in California, Illinois, Maryland, or Washington, then your respective state law will govern the construction of this Agreement. If Franchisee lives in Minnesota or its franchise will be located there, pursuant to Minnesota Statute Section 80C.21 and Minnesota Rule Parte 2860.4400J., this section shall not in any way abrogate or reduce any rights of the franchisee as provided for in Minnesota Statutes, Chapter 80C. If the Franchisee lives in New York or the franchise will be located there, the foregoing choice of law shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the General Business Law of the State of New York.

12. Nothing herein shall be deemed to relieve the Franchisee of the financial and other obligations to Franchisor contained in the Franchise Agreement, and Franchisee shall remain jointly and

severally liable with Assignee to Franchisor for prompt payment and performance under the terms of the Franchise Agreement.

13. This Agreement shall inure to the benefit of Franchisor and its successors and assigns and shall be binding upon Franchisee, Assignee, and their respective permitted successors, assigns and legal representatives.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed under seal the day and year first written above.

FRANCHISOR:

Maid to Perfection Global, Inc.

By: _____(SEAL)
(Signature)

_____
(name and title)

ASSIGNOR
FRANCHISEE:

_____(SEAL)
(Signature)

_____
(name)

ASSIGNEE:

_____(SEAL)
(name of corporation)

_____
(authorized signature)

_____
(name and title)

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~~2017~~ 2018 Franchise Code – ~~739~~855. Ask for owner of business.
Call Tuesday – Thursday 10 AM – 2 PM. Consider time zones when calling.

EXHIBIT F

Maid to Perfection
FRANCHISE DISCLOSURE DOCUMENT

Maid to Perfection Franchisees
List Current as of December 31, ~~2016~~2017

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Alabama

MTP No.: 150
Lisa and Tim Wesson
8851 Skyview Drive, #10
Cottondale, AL 35453
(205) 366-2221

MTP No.: 151
Lisa and Tim Wesson
8851 Skyview Drive, #10
Cottondale, AL 35453
(205) 366-2221

MTP No.: 152
Lisa and Tim Wesson
8851 Skyview Drive, #10
Cottondale, AL 35453
(205) 366-2221

MTP No.: 153
Lisa and Tim Wesson
8851 Skyview Drive, #10
Cottondale, AL 35453
(205) 366-2221

Arizona

MTP No.: 154
Douglas MacKenzie
10405 E. McDowell Mountain Rd
Scottsdale, AZ 85255
(480) 664-1516

MTP No.: 155
Douglas MacKenzie
10405 E. McDowell Mountain Rd
Scottsdale, AZ 85255
(480) 664-1516

MTP No.: 156
Douglas MacKenzie
10405 E. McDowell Mountain Rd
Scottsdale, AZ 85255
(480) 664-1516

MTP No.: 157
Douglas MacKenzie
10405 E. McDowell Mountain Rd
Scottsdale, AZ 85255
(480) 664-1516

MTP No.: 158
Douglas MacKenzie
10405 E. McDowell Mountain Rd
Scottsdale, AZ 85255
(480) 664-1516

MTP No.: 159
Douglas MacKenzie
10405 E. McDowell Mountain Rd
Scottsdale, AZ 85255
(480) 664-1516

California

MTP No.: 160
Ed Fitzpatrick
1260 East Vista Chino Road
Palm Springs, CA 92262
(760) 323-2503

MTP No.: 161
Edward Fitzpatrick
1260 East Vista Chino Road
Palm Springs, CA 92262
(760) 323-2503

Connecticut

MTP No.: 162
Veronica Guevara
208 Greenwood Ave., Suite 10
Bethel, CT 06801
(203) 748-6400

MTP No.: 163
Veronica Guevara
208 Greenwood Ave., Suite 10
Bethel, CT 06801
(203) 748-6400

MTP No.: 164
Veronica Guevara
208 Greenwood Ave., Suite 10
Bethel, CT 06801
(203) 748-6400

MTP No.: 165
Veronica Guevara
208 Greenwood Ave., Suite 10
Bethel, CT 06801
(203) 748-6400

~~MTP No.: 166~~
~~Veronica Guevara~~
~~208 Greenwood Ave., Suite 10~~
~~Bethel, CT 06801~~
~~(203) 748-6400~~

~~MTP No.: 167~~
~~Veronica Guevara~~
~~208 Greenwood Ave., Suite 10~~
~~Bethel, CT 06801~~
~~(203) 748-6400~~

~~MTP No.: 168~~
~~Veronica Guevara~~
~~208 Greenwood Ave., Suite 10~~
~~Bethel, CT 06801~~
~~(203) 748-6400~~

Florida

MTP No.: 169
Peter and Diane Moss
1891 Porter Lake Dr., Ste 111
Sarasota, FL 34240
(941) 377-6243

MTP No.: 170
Peter and Diane Moss
1891 Porter Lake Dr., Ste 111
Sarasota, FL 34240
(941) 377-6243

MTP No.: 171
Peter and Diane Moss
1891 Porter Lake Dr., Ste 111
Sarasota, FL 34240
(941) 377-6243

MTP No.: 172
Peter and Diane Moss
1891 Porter Lake Dr., Ste 111
Sarasota, FL 34240
(941) 377-6243

MTP No.: 173
Pat Shank
752 Ballough Road, Suites 1-5
Daytona Beach, FL 32114
(386) 255-4766

MTP No.: 174
Pat Shank
752 Ballough Road, Suites 1-5
Daytona Beach, FL 32114
(386) 255-4766

MTP No. 175
Luciene Dias Caldas
583 Pondella Rd., Unit C
Ft. Meyers, FL 33903
(239) 590-6243

MTP No. 176
Luciene Dias Caldas
583 Pondella Rd., Unit C
Ft. Meyers, FL 33903
(239) 590-6243

MTP No. 177
Luciene Dias Caldas
583 Pondella Rd., Unit C
Ft. Meyers, FL 33903
(239) 590-6243

MTP No. 178
Luciene Dias Caldas
583 Pondella Rd., Unit C
Ft. Meyers, FL 33903
(239) 590-6243

MTP No.: 179
Luciene Dias Caldas
583 Pondella Rd., Unit C
Ft. Meyers, FL 33903
(239) 590-6243

Illinois

MTP No.: 180
Owen Reeves
2110 N. Market St. Ste F
Champaign, IL 61822
(217) 398-1881

MTP No.: 181
Owen Reeves
2110 N. Market St. Ste F
Champaign, IL 61822
(217) 398-1881

MTP No.: 182
Owen Reeves
2110 N. Market St. Ste F
Champaign, IL 61822
(217) 398-1881

MTP No. 183
Owen Reeves
2110 N. Market St. Ste F
Champaign, IL 61822
(217) 398-1881

MTP No. 184
Owen Reeves
2110 N. Market St. Ste F
Champaign, IL 61822
(217) 398-1881

MTP No. 185
Owen Reeves
2110 N. Market St. Ste F
Champaign, IL 61822
(217) 398-1881

MTP No.: 186
Gary Kase
799 Roosevelt Road
Building 2, Suite 111
Glen Ellyn, IL 60137
(630) 474-9486

MTP No.: 187
Gary Kase
799 Roosevelt Road
Building 2, Suite 111
Glen Ellyn, IL 60137
(630) 474-9486

MTP No.: 188
Gary Kase
799 Roosevelt Road
Building 2, Suite 111
Glen Ellyn, IL 60137
(630) 474-9486

MTP No.: 189
Gary Kase
799 Roosevelt Road
Building 2, Suite 111
Glen Ellyn, IL 60137
(630) 474-9486

MTP No. 190
Gary Kase
799 Roosevelt Road
Building 2, Suite 111
Glen Ellyn, IL 60137
(630) 474-9486

MTP No. 191
Gary Kase
799 Roosevelt Road
Building 2, Suite 111
Glen Ellyn, IL 60137
(630) 474-9486

MTP No.: 192
Gary Kase
799 Roosevelt Road
Building 2, Suite 111
Glen Ellyn, IL 60137
(630) 474-9486

Maryland

~~MTP No.: 193~~
~~Linda Harrod~~
~~401 Washington Blvd.~~
~~Laurel, MD 20707~~
~~(301) 476-9791~~

~~MTP No.: 194~~
~~Linda Harrod~~
~~401 Washington Blvd.~~
~~Laurel, MD 20707~~
~~(301) 476-9791~~

~~MTP No.: 195~~
~~Linda Harrod~~
~~401 Washington Blvd.~~
~~Laurel, MD 20707~~
~~(301) 476-9791~~

~~MTP No.: 196~~
~~Linda Harrod~~
~~401 Washington Blvd.~~
~~Laurel, MD 20707~~
~~(301) 476-979~~

~~MTP No.: 197~~
~~Linda Harrod~~
~~401 Washington Blvd.~~
~~Laurel, MD 20707~~
~~(301) 476-9791~~

~~MTP No.: 198~~
~~Linda Harrod~~
~~401 Washington Blvd.~~
~~Laurel, MD 20707~~
~~(301) 476-9791~~

MTP No.: 199
Ernest and Kim Hankerson
900 S. Main Street, Suite 104
Bel Air, MD 21014
(410) 838-0620

MTP No.: 200
Ernest and Kim Hankerson
900 S. Main Street, Suite 104
Bel Air, MD 21014
(410) 838-0620
MTP No.: 201
Ernest and Kim Hankerson
12 Brecon Place, Suite 420
Cockeysville, MD 21030
(410) 838-0620

MTP No.: 202
Ernest and Kim Hankerson
900 S. Main Street, Suite 104
Bel Air, MD 21014
(410) 838-0620

MTP No.: 203
Ernest and Kim Hankerson
900 S. Main Street, Suite 104
Bel Air, MD 21014
(410) 838-0620

MTP No.: 204
Ernest and Kim Hankerson
P.O. Box 3186
Ocean City, MD 21843
(410) 838-0620

MTP No. 205
Ernest and Kim Hankerson
P.O. Box 3186
Ocean City, MD 21843
(410) 838-0620

MTP No. 206
Ernest and Kim Hankerson
P.O. Box 3186
Ocean City, MD 21843
(410) 838-0620

MTP No. 207
Ernest and Kim Hankerson
P.O. Box 3186
Ocean City, MD 21843
(410) 838-0620

MTP No.: 208
Chin Kwon
7895 F Cessna Ave
Gaithersburg, MD 20879
(301) 869-2810

MTP No.: 209
Chin Kwon
7895 F Cessna Ave
Gaithersburg, MD 20879
(301) 869-2810

MTP No.: 210
Chin Kwon
7895 F Cessna Ave
Gaithersburg, MD 20879
(301) 869-2810

MTP No.: 211
Chin Kwon
7895 F Cessna Ave
Gaithersburg, MD 20879
(301) 869-2810

MTP No.: 212
Chin Kwon
7895 F Cessna Ave
Gaithersburg, MD 20879
(301) 869-2810

MTP No.: 213
Chin Kwon
7895 F Cessna Ave
Gaithersburg, MD 20879
(301) 869-2810

MTP No.: 214
Chin Kwon
7895 F Cessna Ave
Gaithersburg, MD 20879
(301) 869-2810

New York

~~MTP No.: 215~~
~~Dionne Chisolm~~
~~220 Ferris Avenue, Ste 101~~
~~White Plains, NY 10603~~
~~(914) 993-6243~~

~~MTP No.: 216~~
~~Dionne Chisolm~~
~~220 Ferris Avenue, Ste 101~~
~~White Plains, NY 10603~~
~~(914) 993-6243~~

~~MTP No.: 217~~
~~Dionne Chisolm~~
~~220 Ferris Avenue, Ste 101~~
~~White Plains, NY 10603~~
~~(914) 993-6243~~

~~MTP No.: 218~~
~~Dionne Chisolm~~
~~220 Ferris Avenue, Ste 101~~
~~White Plains, NY 10603~~
~~(914) 993-6243~~

~~MTP No.: 219~~
~~Dionne Chisolm~~
~~220 Ferris Avenue, Ste 101~~
~~White Plains, NY 10603~~
~~(914) 993-6243~~

~~MTP No.: 220~~
~~Dionne Chisolm~~
~~220 Ferris Avenue, Ste 101~~
~~White Plains, NY 10603~~
~~(914) 993-6243~~

~~MTP No.: 221~~
~~Arthur Chisolm~~
~~220 Ferris Avenue, Ste 101~~
~~White Plains, NY 10603~~
~~(914) 993-6243~~

MTP No.: 222
Chris Epstein
127 S. Long Street
Williamsville, NY 14221
(716) 633-6243

MTP No. 223
Chris Epstein
127 S. Long Street
Williamsville, NY 14221
(716) 633-6243

MTP No. 224
Chris Epstein
127 S. Long Street
Williamsville, NY 14221
(716) 633-6243

MTP No. 225
Chris Epstein
127 S. Long Street
Williamsville, NY 14221
(716) 633-6243

North Carolina

MTP No.: 226
Kevin Combs
4201 Painted Trillium Court

Matthews, NC 28105
(704) 721-5840

MTP No.: 227
Kevin Combs
4201 Painted Trillium Court
Matthews, NC 28105
(704) 721-5840

MTP No.: 228
Kevin Combs
4201 Painted Trillium Court
Matthews, NC 28105
(704) 721-5840

MTP No.: 229
Kevin Combs
4201 Painted Trillium Court
Matthews, NC 28105
(704) 721-5840

~~MTP No.: 230~~
~~David Mazzini~~
~~2702 Charlotte Hwy, # 301~~
~~Mooresville, NC 28117~~
~~(704) 799-6243~~

~~MTP No.: 231~~
~~David Mazzini~~
~~2702 Charlotte Hwy, # 301~~
~~Mooresville, NC 28117~~
~~(704) 799-6243~~

~~MTP No.: 232~~
~~David Mazzini~~
~~2702 Charlotte Hwy, # 301~~
~~Mooresville, NC 2811~~
~~(704) 799-6243~~

~~MTP No: 233~~
~~David Mazzini~~
~~2702 Charlotte Hwy, # 301~~
~~Mooresville, NC 28117~~
~~(704) 799-6243~~

~~MTP No.: 234~~
~~David Mazzini~~
~~2702 Charlotte Hwy, # 301~~
~~Mooresville, NC 28117~~
~~(704) 799-6243~~

~~MTP No.: 235~~
~~David Mazzini~~
~~2702 Charlotte Hwy, # 301~~
~~Mooresville, NC 28117~~
~~(704) 799-6243~~

~~MTP No.: 236~~
~~David Mazzini~~
~~2702 Charlotte Hwy, # 301~~
~~Mooresville, NC 28117~~
~~(704) 799-6243~~

~~MTP No.: 237~~
~~David Mazzini~~
~~2702 Charlotte Hwy, # 301~~
~~Mooresville, NC 28117~~
~~(704) 799-6243~~

North Dakota

MTP No.: 238
Allan Mastel
P.O. Box 168
Bismarck, ND 58502
(701) 224-9190

MTP No.: 239
Allan Mastel
P.O. Box 168
Bismarck, ND 58502
(701) 224-9190

~~MTP No.: 240~~
~~William Triebwasser~~
~~1131 Westrac Dr South, Suite 106~~
~~Fargo, ND 58103~~
~~(701) 356-0200~~

~~MTP No.: 241~~
~~William Triebwasser~~
~~1131 Westrac Dr South, Suite 106~~
~~Fargo, ND 58103~~
~~(701) 356-0200~~

~~MTP No.: 242~~
~~William Triebwasser~~
~~1131 Westrac Dr South, Suite 106~~
~~Fargo, ND 58103~~
~~(701) 356-0200~~

~~MTP No.: 243~~
~~William Triebwasser~~
~~1131 Westrac Dr South, Suite 106~~
~~Fargo, ND 58103~~
~~(701) 356-0200~~

~~MTP No.: 244~~
~~William Triebwasser~~
~~1131 Westrac Dr South, Suite 106~~
~~Fargo, ND 58103~~
~~(701) 356-0200~~

Pennsylvania

MTP No.: 245
William Gollatz.
9 Hillcrest Drive
Millersville, PA 17551
(717) 397-8850

MTP No.: 246
William Gollatz
9 Hillcrest Drive
Millersville, PA 17551
(717) 397-8850

MTP No.: 247
William Gollatz
9 Hillcrest Drive
Millersville, PA 17551
(717) 397-8850

MTP No.: 248
William Gollatz
9 Hillcrest Drive
Millersville, PA 17551
(717) 397-8850

MTP No.: 249
Bill Logan, Sr.
2929 Gettysburg Road, Suite 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 250
Bill Logan, Sr.
2929 Gettysburg Road, Ste 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 251
Bill Logan, Sr.
2929 Gettysburg Road, Ste 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 252
Bill Logan, Sr.
2929 Gettysburg Road, Ste 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 253
Bill Logan, Sr.
2929 Gettysburg Road, Ste 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 254
Bill Logan, Sr.
2929 Gettysburg Road, Ste 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 255
Bill Logan, Sr.
2929 Gettysburg Road, Ste 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 256
Bill Logan, Sr.
2929 Gettysburg Road, Ste 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 257
Bill Logan, Sr.
2929 Gettysburg Road, Ste 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 258
Bill Logan, Sr.
2929 Gettysburg Road, Ste 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 259
Bill Logan, Sr.
2929 Gettysburg Road, Ste 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 260
Bill Logan, Sr.
2929 Gettysburg Road, Ste 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 261
Bill Logan, Sr.
2929 Gettysburg Road, Suite 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 262
Bill Logan, Sr.
2929 Gettysburg Road, Suite 9
Camp Hill, PA 17011
(717) 730-6243

MTP No.: 263
William Logan
820 Township Line Road
Yardley, PA 19067
(717) 730-6243

MTP No.: 264
William Logan
820 Township Line Road
Yardley, PA 19067
(717) 730-6243

MTP No.: 265
William Logan
820 Township Line Road
Yardley, PA 19067
(717) 730-6243

MTP No.: 266
William Logan
820 Township Line Road
Yardley, PA 19067
(717) 730-6243

MTP No.: 267
Scott and Mel McMaster
905 North Easton Rd, Rear Ste.
Willow Grove, PA 19090
(215) 657-3390

MTP No.: 268
Scott and Mel McMaster
905 North Easton Rd, Rear Ste.
Willow Grove, PA 19090
(215) 657-3390

MTP No.: 269
Scott and Mel McMaster
905 North Easton Rd, Rear Ste.
Willow Grove, PA 19090
(215) 657-3390

MTP No.: 270
Scott and Mel McMaster
905 North Easton Rd, Rear Ste.
Willow Grove, PA 19090
(215) 657-3390

MTP No.: 271
Scott and Mel McMaster
905 North Easton Rd, Rear Ste.
Willow Grove, PA 19090
(215) 657-3390

MTP No.: 272
Ronald Wesley & Carol Rozar
1579 Rodney Road
York, PA 17408
(717) 757-5300

MTP No.: 273
Ronald Wesley & Carol Rozar
1579 Rodney Road
York, PA 17408
(717) 757-5300

MTP No.: 274
Ronald Wesley & Carol Rozar
1579 Rodney
York, PA 17408
(717) 757-5300

MTP No.: 275
Ronald Wesley & Carol Rozar
1579 Rodney Road
York, PA 17408
(717) 757-5300

MTP No.: 276
Ronald Wesley & Carol Rozar
1579 Rodney Road
York, PA 17408
(717) 757-5300

MTP No.: 277
Ronald Wesley & Carol Rozar
1579 Rodney Road
York, PA 17408
(717) 757-5300

MTP No.: 278
Ronald Wesley & Carol Rozar
1579 Rodney Road
York, PA 17408
(717) 757-5300

MTP No.: 279
Ronald Wesley

1579 Rodney Road
York, PA 17408
(717) 757-5300

MTP No.: 280
Ronald Wesley
1579 Rodney Road
York, PA 17408
(717) 757-5300

MTP No.: 281
Ronald Wesley
1579 Rodney Road
York, PA 17408
(717) 757-5300

MTP No.: 282
Ronald Wesley
1579 Rodney Road
York, PA 17408
(717) 757-5300

Virginia

MTP No.: 283
Craig Schultz
2915 Hunter Mill Road, Suite 26
Oakton, VA 22124
(703) 255-0745

MTP No.: 284
Craig Schultz
2915 Hunter Mill Road, Suite 26
Oakton, VA 22124
(703) 255-0745

MTP No.: 285
Craig Schultz
2915 Hunter Mill Road, Suite 26
Oakton, VA 22124
(703) 255-0745

MTP No.: 286
Craig Schultz
2915 Hunter Mill Road, Suite 26
Oakton, VA 22124
(703) 255-0745

West Virginia

MTP No.: 287
Garland Holley
506 Old Goff Mountain Road
Cross Lanes, WV 25313
(304) 769-2217

MTP No.: 288
Garland Holley
506 Old Goff Mountain Road
Cross Lanes, WV 25313
(304) 769-2217

MTP No.: 289
Garland Holley
506 Old Goff Mountain Road
Cross Lanes, WV 25313
(304) 769-2217

MTP No.: 290
Garland Holley
506 Old Goff Mountain Road
Cross Lanes, WV 25313
(304) 769-2217

MTP No.: 291
Garland Holley
506 Old Goff Mountain Road
Cross Lanes, WV 25313
(304) 769-2217

FRANCHISE UNITS CLOSED
OR CEASED DOING BUSINESS
IN THE PAST FISCAL YEAR

~~Kevin Griffin 7 Units~~
~~55 Westport Plaza, Ste 455~~
~~St. Louis, MO 63146~~
~~(866) 708-6243~~

~~Ernest and Kim Hankerson 5 Units~~
~~900 S. Main Street, Suite 104~~
~~Bel Air, MD 21014~~
~~(410) 838-0620~~

~~Donald Phairr 4 Units~~
~~109 Woodcrest Blvd, Suite B~~
~~Warner Robins, GA 31093~~
~~(478) 225-3357~~

~~Cory Miller & Kevin Griffin 31 Units~~
~~55 Westport Plaza, Ste 455~~
~~St. Louis, MO 63146~~
~~(866) 708-6243~~

~~Kevin Griffin / Cory Miller 5 Units~~
~~55 Westport Plaza, Suite 455~~
~~St. Louis, MO 63146~~
~~(314) 878-624~~

~~David Tindall 10 Units~~
~~5405 Lakeside Avenue, Ste 5~~
~~Richmond, VA 23228~~
~~(804) 262-0502~~

Veronica Guevara 3 Units
208 Greenwood Ave., Suite 10
Bethel, CT 06801
(203) 748-6400

Linda Harrod 6 Units
401 Washington Blvd.
Laurel, MD 20707
(301) 476-9791

Dionne Chisolm 7 Units
220 Ferris Avenue, Ste 101
White Plains, NY 10603
(914) 993-6243

David Mazzini 8 Units
2702 Charlotte Hwy, # 301
Mooresville, NC 28117
(704) 799-6243

William Triebwasser 5 Units
1131 Westrac Dr South, Suite 106
Fargo, ND 58103
(701) 356-0200

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EXHIBIT G

Maid to Perfection
FRANCHISE DISCLOSURE DOCUMENT

Audited Financial Statements
~~2014~~2015, ~~2015~~ 2016 and ~~2016~~2017

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Financial Statements

MAID TO PERFECTION GLOBAL, INC.

December 31, 2014

MAID TO PERFECTION GLOBAL, INC.

Financial Statements

December 31, 2014

(With Independent Auditor's Report Thereon)

MAID TO PERFECTION GLOBAL, INC.

Table of Contents

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Financial Statements:

Balance Sheet 3

Statement of Income and Retained Earnings 4

Statement of Cash Flows 5

Notes to Financial Statements 6

SCHAFER, TSCHOPP, WHITCOMB, MITCHELL & SHERIDAN, LLP

Certified Public Accountants

986 Douglas Avenue, Suite 100
Altamonte Springs, Florida 32714
Phone: (407) 875-2760
Fax: (407) 875-2762

Thomas R. Tschopp, CPA
Tom V. Whitcomb, CPA

541 S. Orlando Avenue, Suite 300
Maitland, Florida 32751
Phone: (407) 839-3330
Fax: (407) 839-3660

Michael R. Schafer, CPA
Joseph P. Mitchell, CPA
Stephen J. Sheridan, CPA
Daniel M. Hinson, CPA

Independent Auditor's Report

To the Board of Directors
Maid To Perfection Global, Inc.

We have audited the accompanying financial statements of Maid To Perfection Global, Inc. which comprise the balance sheet as of December 31, 2014, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the

effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of Maid To Perfection Global, Inc. as of December 31, 2014, and the results of its operations and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Schafer, Tschopp, Whitemont, Mitchell & Shuilen, LLP

Altamonte Springs, Florida
February 23, 2015

MAID TO PERFECTION GLOBAL, INC.

Balance Sheet

December 31, 2014

Assets

Current assets:	
Cash and cash equivalents	$ 15,500
Accounts receivable	48
Inventories	28,240
Total current assets	43,788
Note receivable	158,625
Total assets	$ 202,413

Liabilities and Stockholders' Equity

Current liabilities:	
Accounts payable	$ 11,734
Total current liabilities	11,734
Commitments and contingencies	
Stockholders' Equity:	
Common stock, $1 par value; 1,000 shares authorized, issued and outstanding	1,000
Additional paid-in capital	194,102
Retained earnings	(4,423)
Total stockholders' equity	190,679
Total liabilities and stockholders' equity	$ 202,413

See accompanying notes to financial statements.

MAID TO PERFECTION GLOBAL, INC.

Statement of Income and Retained Earnings

Year ended December 31, 2014

Fees and service income:	
Service/royalty fees, net of allowance	$ 669,595
Sale of franchise rights	35,000
Total fees and service income	704,595
Income from sales of materials and supplies:	
Sale of materials and supplies	15,062
Less cost of materials and supplies	(3,914)
Gross profit from materials and supplies sales	11,148
Expenses:	
Sales	284,312
Associates	119,840
Management fee	5,900
Professional fees	68,101
Training	16,000
Education	16,000
Insurance	14,300
Office expense	3,387
Repairs and maintenance	5,504
Telephone	1,574
Utilities	4,280
Other	12,702
Total expenses	551,900
Net income	163,843
Retained earnings, beginning of year	143,734
Distribution to stockholders	(312,000)
Retained earnings, end of year	$ (4,423)

See accompanying notes to financial statements.

MAID TO PERFECTON GLOBAL, INC.

Statement of Cash Flows

Year ended December 31, 2014

Cash flows from operating activities:	
Net income	$ 163,843
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	279
Loss on disposition of assets held for sale	85,482
Changes in assets and liabilities:	
Accounts receivable	15,720
Inventories	1,989
Accounts payable	5,807
Net cash provided by operating activities	273,120
Cash flow from investing activities:	
Distribution to stockholders	(312,000)
Net cash used in investing activities	(312,000)
Net decrease in cash and cash equivalents	(38,880)
Cash and cash equivalents - Beginning of year	54,380
Cash and cash equivalents - End of year	$ 15,500

See accompanying notes to financial statements.

MAID TO PERFECTION GLOBAL, INC.

Notes to Financial Statements

December 31, 2014

(1) Organization and Basis of Presentation

Maid To Perfection Global, Inc. (the Company), is a privately held corporation that is set up to offer a commercial and residential cleaning service in Florida and also market the sale of cleaning franchises throughout the United States and other countries. Maid to Perfection Global, Inc. was formed partially from the closing of Maid to Perfection Corp., in a tax-free transaction under IRC section 351.

Existing franchises, totaled 230 as of December 31, 2014. These franchises are distributed across the United States. The Company's revenues are primarily affected by lack of funds available from financial institutions.

(2) Summary of Significant Accounting Policies

(a) Cash and Cash Equivalents

For the purposes of the statements of cash flows, the Company considers all highly liquid investments purchased with an original maturity date of three months or less to be cash equivalents.

Financial instruments which potentially subject the Company to concentration of credit risk consist principally of cash and short-term investments. The Company places its cash and investments with Fifth Third Bank. At certain times throughout the year, cash and investments may exceed federally insured limits. The Company has not experienced any losses in such accounts. Company management believes it is not exposed to any significant credit risk on cash and temporary cash investments.

(b) Accounts Receivable

Accounts receivable consists primarily of franchise royalty payments receivable and other miscellaneous receivables.

(c) Allowance for Doubtful Accounts

The Company performs a specific review of account balances and applies historical collection experience to the various aging categories of receivable balances in establishing an allowance.

(2) **Summary of Significant Accounting Policies - Continued**

(d) **Inventories**

Inventories consist of cleaning supplies and small wares which are stated at the lower of cost or market. Cost is determined under the first-in, first-out method.

(e) **Property and Equipment**

Property and equipment with an original cost in excess of $1,000 are recorded at cost. Expenditures for improvements and major renewals are capitalized and minor replacement, maintenance, and repairs are charged to expense. Depreciation is provided on straight-line and accelerated methods over the following estimated useful lives:

	Year
Machines and equipment	10
Furniture, fixtures and equipment	5-7
Vehicles	5

(f) **Income Tax Status - S Corporation**

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be an S Corporation. In lieu of corporation income taxes, the stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal and state income taxes has been included in the financial statements.

In accordance with "Income Taxes" FASB Accounting Standards Codification Topic 740 (Topic 740), all entities are required to evaluate and disclose income tax risks. Topic 740 clarifies the accounting recognition for uncertainty in tax positions and prescribes guidance related to the financial statement recognition and measurement of a tax position taken or expected to be taken in the Company's income tax returns. The tax benefit from an uncertain tax position is only recognized in the balance sheets if the tax position is more likely than not to be sustained upon an examination, based on the technical merits of the position. Since the Company's income tax filings are subject to audit by various taxing authorities, generally for three years after they are filed, the Company is no longer subject to examination by taxing authorities for the years ended before December 31, 2011.

(2) **Summary of Significant Accounting Policies - Continued**

(f) **Income Tax Status - S Corporation - Continued**

In evaluating the Company's tax provisions and accruals, future taxable income and the reversal of temporary differences, interpretations, and tax planning strategies are considered. The Company believes their estimates are appropriate based on current facts and circumstances. There is no interest or penalties included in the statements of income and retained earnings. There are currently no pending income tax examinations by taxing authorities. As of December 31, 2014, the Company had no uncertain tax positions that qualify for recognition or disclosure in the financial statements.

(g) **Impairment or Disposal of Long-Lived Assets**

In accordance with "Property, Plant and Equipment – Impairment or Disposal of Long-Lived Assets," FASB Accounting Standards Codification Topic 360 (Topic 360), long lived assets, such as property, plant and equipment and purchased intangibles subject to amortization are reviewed for impairment on a restaurant-by-restaurant basis whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. Fair value of long-lived assets is calculated as the discounted future cash flows generated by these assets. Assets held for sale are separately presented in the balance sheet and reported at the lower of the carrying amount or the fair value less costs to sell, and are no longer depreciated.

(h) **Advertising Costs**

The costs of advertising, promotion and marketing programs are charged to general and administrative expenses in the year incurred. Total advertising costs for the year ended 2014 was approximately $800 and is included in the accompanying statement of income and retained earnings.

(2) Summary of Significant Accounting Policies - Continued

(i) Revenue Recognition

The principal sources of revenue are derived from the collection of franchise royalties based on a percentage of the franchisee gross receipts and franchisee licensing fees. Income from royalties are recognized as earned. Revenue from franchisee licensing is recognized when the franchise commences operations, and revenue from area franchise agreements is recognized as the initial agreements are signed.

(j) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

(k) Subsequent Events

In preparing these financial statements, the Company has evaluated subsequent events and transactions for potential recognition and disclosure through February 23, 2015, which is the date the financial statements were available to be issued.

(3) Related Party Transactions

Management services for Maid To Perfection Global, Inc., were provided by the officers of Franchise Marketing Group, Inc. (FMG). Franchise Marketing Group, Inc. is a management company that manages the notes awarded by Maid To Perfection Corp. to Maid To Perfection Corp. franchisees. Franchise Marketing Group, Inc. is wholly owned by a thirty percent shareholder of Maid To Perfection Corp.

Note receivable represent amounts due from FMG which are noninterest bearing and due on demand.

Financial Statements

MAID TO PERFECTION GLOBAL, INC.

December 31, 2015

MAID TO PERFECTION GLOBAL, INC.

Financial Statements

December 31, 2015

(With Independent Auditor's Report Thereon)

MAID TO PERFECTION GLOBAL, INC.

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Independent Auditor's Report

To the Board of Directors
Maid To Perfection Global, Inc.

We have audited the accompanying financial statements of Maid To Perfection Global, Inc. which comprise the balance sheet as of December 31, 2015, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the

effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of Maid To Perfection Global, Inc. as of December 31, 2015, and the results of its operations and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Schaefer, Fischgrund, Whitcomb, Mitchell & Sheridan, LLP

Altamonte Springs, Florida
February 15, 2016

MAID TO PERFECTION GLOBAL, INC.

Balance Sheet

December 31, 2015

Assets

Current assets:	
Cash and cash equivalents	$ 51,982
Accounts receivable	6,321
Inventories	23,994
Total current assets	82,297
Note receivable	158,625
Total assets	$ 240,922

Liabilities and Stockholders' Equity

Current liabilities:	
Accounts payable	$ 5,800
Total current liabilities	5,800
Commitments and contingencies	
Stockholders' Equity:	
Common stock, $1 par value; 1,000 shares authorized, issued and outstanding	1,000
Additional paid-in capital	194,102
Retained earnings	40,020
Total stockholders' equity	235,122
Total liabilities and stockholders' equity	$ 240,922

See accompanying notes to financial statements.

MAID TO PERFECTION GLOBAL, INC.

Statement of Income and Retained Earnings

Year ended December 31, 2015

Fees and service income:	
Service/royalty fees, net of allowance	$ 661,425
Sale of franchise rights	20,000
Total fees and service income	681,425
Income from sales of materials and supplies:	
Sale of materials and supplies	4,578
Less cost of materials and supplies	(3,207)
Gross profit from materials and supplies sales	1,371
Expenses:	
Sales	115,489
Advertising	3,516
Associates	111,370
Management fee	137,000
Professional fees	78,865
Training	8,300
Education	30,856
Insurance	11,266
Marketing	33,911
Office expense	1,280
Repairs and maintenance	3,638
Telephone	2,168
Utilities	3,504
Other	8,190
Total expenses	549,353
Net income	133,443
Retained earnings, beginning of year	(4,423)
Distribution to stockholders	(89,000)
Retained earnings, end of year	$ 40,020

See accompanying notes to financial statements.

MAID TO PERFECTON GLOBAL, INC.

Statement of Cash Flows

Year ended December 31, 2015

Cash flows from operating activities:	
Net income	$ 133,443
Adjustments to reconcile net income to net cash provided by operating activities:	
Changes in assets and liabilities:	
Accounts receivable	(6,273)
Inventories	4,246
Accounts payable	(5,934)
Net cash provided by operating activities	125,482
Cash flow from investing activities:	
Distribution to stockholders	(89,000)
Net cash used in investing activities	(89,000)
Net increase in cash and cash equivalents	36,482
Cash and cash equivalents - Beginning of year	15,500
Cash and cash equivalents - End of year	$ 51,982
Supplemental disclosure of cash flow information:	
Cash paid during the year for interest	$ -

See accompanying notes to financial statements.

MAID TO PERFECTION GLOBAL, INC.

Notes to Financial Statements

December 31, 2015

(1) Organization and Basis of Presentation

Maid To Perfection Global, Inc. (the Company), is a privately held corporation that is set up to offer a commercial and residential cleaning service in Florida and also market the sale of cleaning franchises throughout the United States and other countries. Maid to Perfection Global, Inc. was formed partially from the closing of Maid to Perfection Corp., in a tax-free transaction under IRC section 351.

Existing franchises, totaled 221 as of December 31, 2015. These franchises are distributed across the United States.

(2) Summary of Significant Accounting Policies

(a) Cash and Cash Equivalents

For the purposes of the statements of cash flows, the Company considers all highly liquid investments purchased with an original maturity date of three months or less to be cash equivalents.

Financial instruments which potentially subject the Company to concentration of credit risk consist principally of cash and short-term investments. The Company places its cash and investments with Fifth Third Bank. At certain times throughout the year, cash and investments may exceed federally insured limits. The Company has not experienced any losses in such accounts. Company management believes it is not exposed to any significant credit risk on cash and temporary cash investments.

(b) Accounts Receivable

Accounts receivable consists primarily of franchise royalty payments receivable and other miscellaneous receivables.

(c) Allowance for Doubtful Accounts

The Company performs a specific review of account balances and applies historical collection experience to the various aging categories of receivable balances in establishing an allowance.

(2) Summary of Significant Accounting Policies - Continued

(d) Inventories

Inventories consist of cleaning supplies and small wares which are stated at the lower of cost or market. Cost is determined under the first-in, first-out method.

(e) Property and Equipment

Property and equipment with an original cost in excess of $1,000 are recorded at cost. Expenditures for improvements and major renewals are capitalized and minor replacement, maintenance, and repairs are charged to expense. Depreciation is provided on straight-line and accelerated methods over the following estimated useful lives:

	Year
Machines and equipment	10
Furniture, fixtures and equipment	5-7
Vehicles	5

(f) Income Tax Status - S Corporation

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be an S Corporation. In lieu of corporation income taxes, the stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal and state income taxes has been included in the financial statements.

In accordance with "Income Taxes" FASB Accounting Standards Codification Topic 740 (Topic 740), all entities are required to evaluate and disclose income tax risks. Topic 740 clarifies the accounting recognition for uncertainty in tax positions and prescribes guidance related to the financial statement recognition and measurement of a tax position taken or expected to be taken in the Company's income tax returns. The tax benefit from an uncertain tax position is only recognized in the balance sheets if the tax position is more likely than not to be sustained upon an examination, based on the technical merits of the position. Since the Company's income tax filings are subject to audit by various taxing authorities, generally for three years after they are filed, the Company is no longer subject to examination by taxing authorities for the years ended before December 31, 2012.

(2) Summary of Significant Accounting Policies - Continued

(f) Income Tax Status - S Corporation - Continued

In evaluating the Company's tax provisions and accruals, future taxable income and the reversal of temporary differences, interpretations, and tax planning strategies are considered. The Company believes their estimates are appropriate based on current facts and circumstances. There is no interest or penalties included in the statements of income and retained earnings. There are currently no pending income tax examinations by taxing authorities. As of December 31, 2015, the Company had no uncertain tax positions that qualify for recognition or disclosure in the financial statements.

(g) Impairment or Disposal of Long-Lived Assets

In accordance with "Property, Plant and Equipment – Impairment or Disposal of Long-Lived Assets," FASB Accounting Standards Codification Topic 360 (Topic 360), long lived assets, such as property, plant and equipment and purchased intangibles subject to amortization are reviewed for impairment on a restaurant-by-restaurant basis whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. Fair value of long-lived assets is calculated as the discounted future cash flows generated by these assets. Assets held for sale are separately presented in the balance sheet and reported at the lower of the carrying amount or the fair value less costs to sell, and are no longer depreciated.

(h) Advertising Costs

The costs of advertising, promotion and marketing programs are charged to general and administrative expenses in the year incurred. Total advertising costs for the year ended 2015 was approximately $3,516 and is included in the accompanying statement of income and retained earnings.

(2) Summary of Significant Accounting Policies - Continued

(i) Revenue Recognition

The principal sources of revenue are derived from the collection of franchise royalties based on a percentage of the franchisee gross receipts and franchisee licensing fees. Income from royalties are recognized as earned. Revenue from franchisee licensing is recognized when the franchise commences operations, and revenue from area franchise agreements is recognized as the initial agreements are signed.

(j) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

(k) Subsequent Events

In preparing these financial statements, the Company has evaluated subsequent events and transactions for potential recognition and disclosure through February 15, 2016, which is the date the financial statements were available to be issued.

(3) Related Party Transactions

Management services for Maid To Perfection Global, Inc., were provided by the officers of Franchise Marketing Group, Inc. (FMG). Franchise Marketing Group, Inc. is a management company that manages the notes awarded by Maid To Perfection Corp. to Maid To Perfection Corp. franchisees. Franchise Marketing Group, Inc. is wholly owned by a thirty percent shareholder of Maid To Perfection Corp.

Note receivable represent amounts due from FMG which are noninterest bearing and due on demand.

Financial Statements

MAID TO PERFECTION GLOBAL, INC.

December 31, 2016

MAID TO PERFECTION GLOBAL, INC.

Financial Statements

December 31, 2016

(With Independent Auditor's Report Thereon)

MAID TO PERFECTION GLOBAL, INC.

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SCHAFER, TSCHOPP, WHITCOMB, MITCHELL & SHERIDAN, LLP

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Independent Auditor's Report

To the Board of Directors
Maid To Perfection Global, Inc.

We have audited the accompanying financial statements of Maid To Perfection Global, Inc. which comprise the balance sheet as of December 31, 2016, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the

effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of Maid To Perfection Global, Inc. as of December 31, 2016, and the results of its operations and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Schaefer, Tschopp, Whitcomb, Mitchell & Shuilan, LLP

Maitland, Florida
February 3, 2017

MAID TO PERFECTION GLOBAL, INC.

Balance Sheet

December 31, 2016

Assets

Current assets:	
Cash and cash equivalents	$ 16,421
Accounts receivable	661
Inventories	13,789
Total current assets	30,871
Note receivable	38,625
Total assets	$ 69,496

Liabilities and Stockholders' Equity

Current liabilities:	
Accounts payable	$ 2,700
Total current liabilities	2,700
Commitments and contingencies	
Stockholders' Equity:	
Common stock, $1 par value; 1,000 shares authorized, issued and outstanding	1,000
Additional paid-in capital	194,102
Retained earnings	(128,306)
Total stockholders' equity	66,796
Total liabilities and stockholders' equity	$ 69,496

See accompanying notes to financial statements.

MAID TO PERFECTION GLOBAL, INC.

Statement of Income and Retained Earnings

Year ended December 31, 2016

Fees and service income:	
Service/royalty fees, net of allowance	$ 442,096
Sale of materials and supplies	4,962
	447,058
Less cost of materials and supplies	10,606
Gross profit from materials and supplies sales	436,452
Expenses:	
Sales	71,266
Advertising	425
Associates	9,998
Management fee	120,000
Professional fees	74,379
Training	52,848
Education	10,100
Insurance	18,241
Office expense	6,153
Repairs and maintenance	10,385
Telephone	956
Utilities	6,191
Bad debt expense	4,000
Other	9,900
Total expenses	394,842
Net income	41,610
Retained earnings, beginning of year	40,020
Distribution to stockholders	(209,936)
Retained earnings, end of year	$ (128,306)

See accompanying notes to financial statements.

MAID TO PERFECTON GLOBAL, INC.

Statement of Cash Flows

Year ended December 31, 2016

Cash flows from operating activities:	
Net income	$ 41,610
Adjustments to reconcile net income to net cash provided by operating activities:	
Changes in assets and liabilities:	
Accounts receivable	5,660
Inventories	10,205
Accounts payable	(3,100)
Net cash provided by operating activities	54,375
Cash flow from investing activities:	
Distribution to stockholders	(209,936)
Net cash used in investing activities	(209,936)
Cash flow from financing activities:	
Payments on note receivable	120,000
Net cash provided by financing activities	120,000
Net increase in cash and cash equivalents	(35,561)
Cash and cash equivalents - Beginning of year	51,982
Cash and cash equivalents - End of year	$ 16,421
Supplemental disclosure of cash flow information:	
Cash paid during the year for interest	$ -

See accompanying notes to financial statements.

MAID TO PERFECTION GLOBAL, INC.

Notes to Financial Statements

December 31, 2016

(1) Organization and Basis of Presentation

Maid To Perfection Global, Inc. (the Company), is a privately held corporation that is set up to offer a commercial and residential cleaning service in Florida and also market the sale of cleaning franchises throughout the United States and other countries. Maid to Perfection Global, Inc. was formed partially from the closing of Maid to Perfection Corp., in a tax-free transaction under IRC section 351.

As of December 31, 2016, there were 24 multi-unit franchisees operating 138 territories. These franchises are distributed across the United States.

(2) Summary of Significant Accounting Policies

(a) Cash and Cash Equivalents

For the purposes of the statements of cash flows, the Company considers all highly liquid investments purchased with an original maturity date of three months or less to be cash equivalents.

Financial instruments which potentially subject the Company to concentration of credit risk consist principally of cash and short-term investments. The Company places its cash and investments with Fifth Third Bank.. At certain times throughout the year, cash and investments may exceed federally insured limits. The Company has not experienced any losses in such accounts. Company management believes it is not exposed to any significant credit risk on cash and temporary cash investments.

(b) Accounts Receivable

Accounts receivable consists primarily of franchise royalty payments receivable and other miscellaneous receivables.

(c) Allowance for Doubtful Accounts

The Company performs a specific review of account balances and applies historical collection experience to the various aging categories of receivable balances in establishing an allowance.

(2) Summary of Significant Accounting Policies - Continued

(d) Inventories

Inventories consist of cleaning supplies and small wares which are stated at the lower of cost or market. Cost is determined under the first-in, first-out method.

(e) Property and Equipment

Property and equipment with an original cost in excess of $1,000 are recorded at cost. Expenditures for improvements and major renewals are capitalized and minor replacement, maintenance, and repairs are charged to expense. Depreciation is provided on straight-line and accelerated methods over the following estimated useful lives:

	Year
Machines and equipment	10
Furniture, fixtures and equipment	5-7
Vehicles	5

(f) Income Tax Status - S Corporation

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be an S Corporation. In lieu of corporation income taxes, the stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal and state income taxes has been included in the financial statements.

In accordance with "Income Taxes" FASB Accounting Standards Codification Topic 740 (Topic 740), all entities are required to evaluate and disclose income tax risks. Topic 740 clarifies the accounting recognition for uncertainty in tax positions and prescribes guidance related to the financial statement recognition and measurement of a tax position taken or expected to be taken in the Company's income tax returns. The tax benefit from an uncertain tax position is only recognized in the balance sheets if the tax position is more likely than not to be sustained upon an examination, based on the technical merits of the position. Since the Company's income tax filings are subject to audit by various taxing authorities, generally for three years after they are filed, the Company is no longer subject to examination by taxing authorities for the years ended before December 31, 2013.

(2) Summary of Significant Accounting Policies - Continued

(f) Income Tax Status - S Corporation - Continued

In evaluating the Company's tax provisions and accruals, future taxable income and the reversal of temporary differences, interpretations, and tax planning strategies are considered. The Company believes their estimates are appropriate based on current facts and circumstances. There is no interest or penalties included in the statements of income and retained earnings. There are currently no pending income tax examinations by taxing authorities. As of December 31, 2016, the Company had no uncertain tax positions that qualify for recognition or disclosure in the financial statements.

(g) Impairment or Disposal of Long-Lived Assets

In accordance with "Property, Plant and Equipment – Impairment or Disposal of Long-Lived Assets," FASB Accounting Standards Codification Topic 360 (Topic 360), long lived assets, such as property, plant and equipment and purchased intangibles subject to amortization are reviewed for impairment on a restaurant-by-restaurant basis whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. Fair value of long-lived assets is calculated as the discounted future cash flows generated by these assets. Assets held for sale are separately presented in the balance sheet and reported at the lower of the carrying amount or the fair value less costs to sell, and are no longer depreciated.

(h) Advertising Costs

The costs of advertising, promotion and marketing programs are charged to general and administrative expenses in the year incurred. Total advertising costs for the year ended 2016 was approximately $425 and is included in the accompanying statement of income and retained earnings.

(2) Summary of Significant Accounting Policies - Continued

(i) Revenue Recognition

The principal sources of revenue are derived from the collection of franchise royalties based on a percentage of the franchisee gross receipts and franchisee licensing fees. Income from royalties are recognized as earned. Revenue from franchisee licensing is recognized when the franchise commences operations, and revenue from area franchise agreements is recognized as the initial agreements are signed.

(j) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

(k) Subsequent Events

In preparing these financial statements, the Company has evaluated subsequent events and transactions for potential recognition and disclosure through February 3, 2017, which is the date the financial statements were available to be issued.

(3) Related Party Transactions

Management services for Maid To Perfection Global, Inc., were provided by the officers of Franchise Marketing Group, Inc. (FMG). Franchise Marketing Group, Inc. is a management company that manages the notes awarded by Maid To Perfection Corp. to Maid To Perfection Corp. franchisees. Franchise Marketing Group, Inc. is wholly owned by a thirty percent shareholder of Maid To Perfection Corp.

Note receivable represent amounts due from FMG which are noninterest bearing and due on demand.

Financial Statements

MAID TO PERFECTION GLOBAL, INC.

December 31, 2017

MAID TO PERFECTION GLOBAL, INC.

Financial Statements

December 31, 2017

(With Independent Auditor's Report Thereon)

MAID TO PERFECTION GLOBAL, INC.

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SCHAFER, TSCHOPP, WHITCOMB, MITCHELL & SHERIDAN, LLP

Certified Public Accountants

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Thomas R. Tschopp, CPA
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Maitland, Florida 32751
(407) 875-2760

Joseph P. Mitchell, CPA
Stephen J. Sheridan, CPA
Daniel M. Hinson, CPA

Independent Auditor's Report

To the Board of Directors
Maid To Perfection Global, Inc.

We have audited the accompanying financial statements of Maid To Perfection Global, Inc. which comprise the balance sheet as of December 31, 2017, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the

effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of Maid To Perfection Global, Inc. as of December 31, 2017, and the results of its operations and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Schumacher, Fischgrund, Whitcomb, Mitchell & Sheridan, LLP

Maitland, Florida
January 17, 2018

MAID TO PERFECTION GLOBAL, INC.

Balance Sheet

December 31, 2017

Assets

Current assets:	
Cash and cash equivalents	$ 30,757
Accounts receivable	993
Inventories	10,681
Total current assets	42,431
Property and equipment, net	47,919
Total assets	$ 90,350

Liabilities and Stockholders' Equity

Current liabilities:	
Accounts payable	$ 3,000
Total current liabilities	3,000
Due to stockholder	47,103
Total liabilities	50,103
Commitments and contingencies	
Stockholders' Equity:	
Common stock, $1 par value; 1,000 shares authorized, issued and outstanding	1,000
Additional paid-in capital	194,102
Retained earnings	(154,855)
Total stockholders' equity	40,247
Total liabilities and stockholders' equity	$ 90,350

See accompanying notes to financial statements.

MAID TO PERFECTION GLOBAL, INC.

Statement of Income and Retained Earnings

Year ended December 31, 2017

Fees and service income:	
Service/royalty fees, net of allowance	$ 255,704
Sale of materials and supplies	1,453
	257,157
Less cost of materials and supplies	9,704
Gross profit from materials and supplies sales	247,453
Expenses:	
Sales	38,382
Advertising	347
Associates	690
Depreciation	5,324
Professional fees	48,200
Training	4,000
Education	50,667
Insurance	10,925
Office expense	3,416
Rent	42,000
Repairs and maintenance	3,015
Telephone	855
Utilities	11,865
Bad debt expense	3,000
Other	10,580
Total expenses	233,266
Net income	14,187
Retained earnings, beginning of year	(129,996)
Distribution to stockholders	(39,046)
Retained earnings, end of year	$ (154,855)

See accompanying notes to financial statements.

MAID TO PERFECTON GLOBAL, INC.

Statement of Cash Flows

Year ended December 31, 2017

Cash flows from operating activities:		
Net income	$	14,187
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation expense		5,324
Changes in assets and liabilities:		
Accounts receivable		(332)
Inventories		3,108
Net cash provided by operating activities		22,287
Cash flow from investing activities:		
Distribution to stockholders		(39,046)
Purchase of property and equipment		(53,243)
Net cash used in investing activities		(92,289)
Cash flow from financing activities:		
Due to stockholder		85,728
Net cash provided by financing activities		85,728
Net increase in cash and cash equivalents		15,726
Cash and cash equivalents - Beginning of year		15,031
Cash and cash equivalents - End of year	$	30,757
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	$	-

See accompanying notes to financial statements.

MAID TO PERFECTION GLOBAL, INC.

Notes to Financial Statements

December 31, 2017

(1) Organization and Basis of Presentation

Maid To Perfection Global, Inc. (the Company), is a privately held corporation that is set up to offer a commercial and residential cleaning service in Florida and also market the sale of cleaning franchises throughout the United States and other countries. Maid to Perfection Global, Inc. was formed partially from the closing of Maid to Perfection Corp., in a tax-free transaction under IRC section 351.

As of December 31, 2017, there were 24 multi-unit franchisees operating 138 territories. These franchises are distributed across the United States.

(2) Summary of Significant Accounting Policies

(a) Cash and Cash Equivalents

For the purposes of the statements of cash flows, the Company considers all highly liquid investments purchased with an original maturity date of three months or less to be cash equivalents.

Financial instruments which potentially subject the Company to concentration of credit risk consist principally of cash and short-term investments. The Company places its cash and investments with Fifth Third Bank. At certain times throughout the year, cash and investments may exceed federally insured limits. The Company has not experienced any losses in such accounts. Company management believes it is not exposed to any significant credit risk on cash and temporary cash investments.

(b) Accounts Receivable

Accounts receivable consists primarily of franchise royalty payments receivable and other miscellaneous receivables.

(c) Allowance for Doubtful Accounts

The Company performs a specific review of account balances and applies historical collection experience to the various aging categories of receivable balances in establishing an allowance.

(2) Summary of Significant Accounting Policies - Continued

(d) Inventories

Inventories consist of cleaning supplies and small wares which are stated at the lower of cost or market. Cost is determined under the first-in, first-out method.

(e) Property and Equipment

Property and equipment with an original cost in excess of $1,000 are recorded at cost. Expenditures for improvements and major renewals are capitalized and minor replacement, maintenance, and repairs are charged to expense. Depreciation is provided on straight-line and accelerated methods over the following estimated useful lives:

	Year
Machines and equipment	10
Furniture, fixtures and equipment	5-7
Vehicles	5

(f) Income Tax Status - S Corporation

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be an S Corporation. In lieu of corporation income taxes, the stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal and state income taxes has been included in the financial statements.

In accordance with "Income Taxes" FASB Accounting Standards Codification Topic 740 (Topic 740), all entities are required to evaluate and disclose income tax risks. Topic 740 clarifies the accounting recognition for uncertainty in tax positions and prescribes guidance related to the financial statement recognition and measurement of a tax position taken or expected to be taken in the Company's income tax returns. The tax benefit from an uncertain tax position is only recognized in the balance sheets if the tax position is more likely than not to be sustained upon an examination, based on the technical merits of the position. Since the Company's income tax filings are subject to audit by various taxing authorities, generally for three years after they are filed, the Company is no longer subject to examination by taxing authorities for the years ended before December 31, 2014.

(2) **Summary of Significant Accounting Policies - Continued**

(f) Income Tax Status - S Corporation - Continued

In evaluating the Company's tax provisions and accruals, future taxable income and the reversal of temporary differences, interpretations, and tax planning strategies are considered. The Company believes their estimates are appropriate based on current facts and circumstances. There is no interest or penalties included in the statements of income and retained earnings. There are currently no pending income tax examinations by taxing authorities. As of December 31, 2017, the Company had no uncertain tax positions that qualify for recognition or disclosure in the financial statements.

(g) Impairment or Disposal of Long-Lived Assets

In accordance with "Property, Plant and Equipment – Impairment or Disposal of Long-Lived Assets," FASB Accounting Standards Codification Topic 360 (Topic 360), long lived assets, such as property, plant and equipment and purchased intangibles subject to amortization are reviewed for impairment on a restaurant-by-restaurant basis whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. Fair value of long-lived assets is calculated as the discounted future cash flows generated by these assets. Assets held for sale are separately presented in the balance sheet and reported at the lower of the carrying amount or the fair value less costs to sell, and are no longer depreciated.

(h) Advertising Costs

The costs of advertising, promotion and marketing programs are charged to general and administrative expenses in the year incurred. Total advertising costs for the year ended 2017 was approximately $347 and is included in the accompanying statement of income and retained earnings.

(2) Summary of Significant Accounting Policies - Continued

(i) Revenue Recognition

The principal sources of revenue are derived from the collection of franchise royalties based on a percentage of the franchisee gross receipts and franchisee licensing fees. Income from royalties are recognized as earned. Revenue from franchisee licensing is recognized when the franchise commences operations, and revenue from area franchise agreements is recognized as the initial agreements are signed.

(j) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

(k) Subsequent Events

In preparing these financial statements, the Company has evaluated subsequent events and transactions for potential recognition and disclosure through January 17, 2018, which is the date the financial statements were available to be issued.

(3) Related Party Transactions

Management services for Maid To Perfection Global, Inc., were provided by the officers of Franchise Marketing Group, Inc. (FMG). Franchise Marketing Group, Inc. is a management company that manages the notes awarded by Maid To Perfection Corp. to Maid To Perfection Corp. franchisees. Franchise Marketing Group, Inc. is wholly owned by a thirty percent shareholder of Maid To Perfection Corp.

Due to stockholder represent amounts due to FMG which are noninterest bearing and due on demand.

(4) Property and Equipment:

Property and equipment at December 31, 2017 consist of the following:

Vehicle	$ 53,243
Less accumulated depreciation	(5,324)
	$ 47,919

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EXHIBIT H

Maid to Perfection
FRANCHISE DISCLOSURE DOCUMENT

State Addenda

CALIFORNIA APPENDIX

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

California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination or non-renewal of a Franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 *et seq.*).

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

The Franchise Agreement requires binding arbitration. The arbitration will occur in Washington, DC with the costs being borne by each party. This provision may not be enforceable under California law.

The Franchise Agreement requires application of the laws of Florida. This provision may not be enforceable under California Law.

The Franchisor, any person or franchise broker in Item 2 of the FDD is NOT subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

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

ILLINOIS ADDENDUM

Franchise sales in Illinois are governed by Illinois Law.

Section 4 of that Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

Section 41 of that Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act, or any other law of Illinois, is void.

The conditions under which your franchise can be terminated, and your rights upon non-renewal of a franchise agreement, are found in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

The page that follows constitutes an addition to the Franchise Agreement for Illinois.

ILLINOIS ADDENDUM TO
THE MAID TO PERFECTION FRANCHISE AGREEMENT

between

MAID TO PERFECTION GLOBAL, INC.

and

_____

This Addendum modifies and amends the Maid to Perfection Franchise Agreement dated as of _____, between MAID TO PERFECTION GLOBAL, INC. and _____ (the "Franchise Agreement").

Franchise sales in Illinois are governed by Illinois Law.

Section 4 of that Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

Section 41 of that Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act, or any other law of Illinois, is void.

The conditions under which your franchise can be terminated, and your rights upon non-renewal of a franchise agreement, are found in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

The parties have signed this Addendum on the dates set forth below with effect as of the date of the Franchise Agreement.

Item 5 – INITIAL FRANCHISE FEE

For the protection of prospective franchisees, we defer your requirement under the Franchise Agreement to pay us the initial franchise fee until we have completed our initial obligations to you as described under the headings "before opening" and "training program" in item 11 of the franchise disclosure document and your franchised business is open and operating. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

MAID TO PERFECTION GLOBAL, INC.	[Franchisee]
By _____	By _____
Title _____	Title _____

Date _____ Date _____

MARYLAND ADDENDUM

Item 5 – INITIAL FRANCHISE FEE

For the protection of prospective franchisees, we defer your requirement under the Franchise Agreement to pay us the initial franchise fee until we have completed our initial obligations to you as described under the headings "before opening" and "training program" in item 11 of the franchise disclosure document and your franchised business is open and operating.

Item 17 – RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

No release required as a condition of renewal, sale, assignment or transfer will apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

The page that follows constitutes an addition to the Franchise Agreement for Maryland.

MARYLAND ADDENDUM TO
THE MAID TO PERFECTION FRANCHISE AGREEMENT

between

MAID TO PERFECTION GLOBAL, INC.

and

_____

This Addendum modifies and amends the Maid to Perfection Franchise Agreement dated as of _____, between MAID TO PERFECTION GLOBAL, INC. and _____ (the "Franchise Agreement").

1. All initial fees and payments shall be deferred until such time as the franchisor completes its pre-opening obligations under the Franchise Agreement.

2. Notwithstanding anything to the contrary contained in the Franchise Agreement, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law within three years after the grant of the franchise.

3. The general release required as a condition of renewal, sale, assignment or other transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. No provision in the Franchise Agreement is intended nor shall it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

MAID TO PERFECTION GLOBAL, INC.	[Franchisee]
By _____	By _____
Title _____	Title _____
Date _____	Date _____

The Following Disclosure Applies to You if you Live in Michigan or Your Franchise Will be Located There

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

(a) A prohibition on your right as a franchisee to join an associate of franchisees.

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

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

(d) A provision that permits MTP to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials, which are of no value to MTP and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if:

(i) The term of the franchise is less than 5 years old, and;

(ii) You are prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or you do not receive at least 6 months advance notice of MTP's intent not to renew the franchise.

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

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

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

i) The failure of the proposed transferee to meet MTP's then current reasonable qualifications or standards.

ii) The fact that the proposed transferee is a competitor of MTP or sub-franchisor.

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

iv) The failure of you or proposed transferee to pay any sums owing to MTP or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

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

The fact that there is a notice of this disclosure document on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general. Any questions regarding this notice should be directed to:

State of Michigan, Department of Attorney General
Consumer Protection Division - Franchise Section
670 Law Building
525 West Ottawa Street
Lansing, Michigan 48913
(517) 373-7117

Disclosure Required by the State of New York

MTP REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

Disclosure Required by the State of North Dakota

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (SECTION 51-19-09, N.D.C.D.):

1. **Restrictive Covenants**: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to the statute. Therefore, these covenants are generally unenforceable in the State of North Dakota.

2. **Sites of Arbitration Proceedings**: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business. Therefore, a site for arbitration must be agreeable to all of the parties.

3. **Restrictions on Forum**: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota. Therefore, North Dakota law will apply to all franchisees from the State of North Dakota.

4. **Liquidation Damages and Termination Penalties**: Requiring North Dakota franchisees to consent to liquidation damages or termination penalties. Therefore, all references requiring the franchisees to sign a general release upon renewal of the franchise agreement will not be applicable to franchisees in the State of North Dakota. Also, in Item 15(E) of the Franchise Agreement, the appraiser should be mutually selected by both the franchisee and the Franchisor. However, if the parties are unable to select an appraiser together, then one appraiser should be chosen by the franchisee, one by the Franchisor, and the two appraisers chosen should select a third appraiser with a majority of the three appraisers determining the final result of the fair market value for assets of the franchisee.

5. **Applicable Laws**: Franchise agreements, which specify that they are to be governed by the laws of a state other than North Dakota. Therefore, as indicated in C above, North Dakota law will apply to the franchise agreement.

6. **Waiver of Trial by Jury**: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. **Waiver of Exemplary and Punitive Damages**: Requiring North Dakota Franchises to consent to a waiver of exemplary and punitive damage. Therefore, Item 15(H) of the Franchise Agreement should be modified to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Washington State
Rider to the Disclosure Document
and
Franchise Agreement

The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise. There may also be court decisions, which may supersede the franchise agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise. If you live in the state of Washington, or your franchise will be located there, your franchise fee will be deferred until your office is opened for business.

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

In the event of a conflict of laws, the provision of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those, which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____day of _____, 20____.

Maid to Perfection Global, Inc.
FRANCHISOR NAME

_____
PROSPECTIVE FRANCHISEE

ADDENDUM TO MAID TO PERFECTION'S FDD AND FRANCHISE AGREEMENT

FRANCHISE DISCLOSURE DOCUMENT INFORMATION REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the State of Rhode Island Franchise Investment Act §19-28.1 et seq., the Franchise Disclosure Document for Maid to Perfection, for use in the State of Rhode Island is amended as follows:

1. Item 17 (u) shall be amended to read: §19-28.1-21 (a) A person who violates any provision of this act is liable to the franchisee for damages, costs, and attorneys and experts fees. In the case of a violation of §§19-28.1-5, 19-28.1-8, or 19-28.1-17(1)-(5), the franchisee may also sue for rescission. No person shall be liable under this section if the defendant proves that the plaintiff knew the facts concerning the violation. (b) Every person who directly or indirectly controls a person liable under this section, every principal executive officer or director of the liable person, every person occupying a similar status or performing similar functions, and every agent or employee of a liable person, who materially aids in the act or transaction constituting the violation, is also liable jointly and severally with and to the same extent as the person liable under this section, unless the agent, employee, officer, or director proves he or she did not know, and in the exercise of reasonable care could not have known of the existence of the fact by reason of which the liability is alleged to exist.

2. Item 17 (v)(w) shall be amended to read: §19-28.1-14 A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act.

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EXHIBIT J

Maid to Perfection
FRANCHISE DISCLOSURE DOCUMENT

Authorization to Charge Credit Card

EXHIBIT J

AUTHORIZATION TO CHARGE CREDIT CARD

(Information contained herein is privileged and confidential)

I (we) _____ hereby authorize Maid to Perfection Global, Inc., a Florida Corporation, its assign or agent, hereinafter referred to as Receiver, to initiate credit entries to the below listed credit cards for purchases and payments due of every type and description.

This Authorization shall remain in full force and effect until canceled with written notification to Receiver by the below Signatory. In the event that the Signatory's company is a corporation, as defined by the state in which it is located, the below Signatory hereby acknowledges that they have been authorized by their corporation to make purchases on its behalf. Transactions will be processed automatically.

It is further agreed that Maid to Perfection will not share the information provided with any creditor or vendor of the Signatory. Cancellation and changes to the below credit card information must be made in writing.

	Type of Card	Name on Card	Card Number:	Exp. Date:	CVC Code
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____

Trade Name: Maid to Perfection of _____

Billing Address of Card: _____

Corporate Name: _____

Name: (Please Print) _____

Authorized Signature: _____ Title _____ Date: _____

Name: (Please Print) _____

Authorized Signature: _____ Title _____ Date: _____

NOTE: ALL WRITTEN CREDIT AUTHORIZATIONS SHOULD PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION

EXHIBIT K

Maid to Perfection
FRANCHISE DISCLOSURE DOCUMENT

Telephone Listing Agreement

TELEPHONE LISTING AGREEMENT

TO THE FRANCHISE AGREEMENT BETWEEN Maid to Perfection Global, Inc. AND _____, DATED _____

In accordance with the terms of the Franchise Agreement between _____ "Franchisee") and Maid to Perfection Global, Inc. ("MTP"), a Florida corporation, executed concurrently with this Assignment, under which Maid to Perfection Global, Inc. granted Franchisee the right to own and operate a franchised business located at _____ (the "Franchised Business"), Franchisee, for value received, hereby assigns to MTP all of Franchisee's right, title, and interest in and to those certain telephone numbers and regular, classified, or other telephone directory listings (collectively, the "Telephone Numbers and Listings") associated with the MTP trade and service marks and used periodically in connection with the operation of the Franchised Business. This assignment is for collateral purposes only and, except as specified herein, MTP will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless MTP will notify the telephone company and all listing agencies (collectively, the "Telephone Company") pursuant to the terms hereof to effectuate the assignment.

Upon termination or expiration of the Franchise Agreement (without renewal), MTP will have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers and Listings, and, in such event, Franchisee will have no further right, title, or interest in the Telephone Numbers and Listings and will remain liable to the Telephone Company for all past due fees owing to the Telephone Company on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between MTP and Franchisee, upon termination or expiration of the Franchise Agreement, MTP will have the sole right to and interest in the Telephone Numbers and Listings, and Franchisee hereby appoints MTP as Franchisee's true and lawful attorney-in-fact to direct the Telephone Company to assign same to MTP, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee will immediately notify the Telephone Company to assign the Telephone Numbers and Listings to MTP. If Franchisee fails to promptly direct the Telephone Company to assign the Telephone Numbers and Listings to MTP, MTP will direct the Telephone Company to effectuate the assignment, contemplated hereunder, to MTP or its designee. The parties agree that the Telephone Company may accept written direction from MTP, or this Assignment, as conclusive proof of MTP's exclusive rights in and to the Telephone Numbers and Listings upon such termination or expiration. The parties further agree that if the Telephone Company requires that the parties execute the Telephone Company's assignment forms or other documentation at the time of termination or expiration,

MTP's execution of such forms or documentation will effectuate Franchisee's consent and agreement to the assignment. The parties agree that at anytime after the date hereof, they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

SIGNATURE BLOCK ADJUSTED FOR ASSIGNOR AND ASSIGNEE

X_____ _____ ASSIGNOR

_____ _____ ASSIGNEE

EXHIBIT L

Maid to Perfection
FRANCHISE DISCLOSURE DOCUMENT

General Release

RELEASE

THIS RELEASE ("Release") is executed on this _____, 20_____, on behalf of _____ _____, legal owner of the Maid to Perfection of _____ Franchise, (hereinafter referred to as "Releaser"), and by Maid to Perfection Global, Inc., a Florida corporation (hereinafter referred to as "Releasee" and/or "MTP").

RECITALS

WHEREAS, Releaser is presently a Franchisee of MTP and is bound by a Franchise Agreement with Releasee;

WHEREAS, Releaser desires to sell his/her rights in the Franchise Agreement to a third party, and have Releasee enter into a binding contract with the Third Party to operate the Franchise being sold;

WHEREAS, the parties desire to hereby settle any and all disputes, differences and claims they may have with regard to the existing Franchise Agreement between the parties.

NOW THEREFORE, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releaser and Releasee agree as follows:

1. MTP agrees to enter into a Franchise Agreement with a Third Party for the franchise location(s) operated by Releaser.

2. The Releaser shall be required to deliver to MTP a certified check in the amount of $10,000.00, as stated in the Franchise Agreement.

3. The Releaser hereby releases MTP, its respective officers, directors, stockholders, representatives, employees, successors and assigns from any and all claims, demands, actions, causes of actions, suits, debts, judgments and awards that it ever had, currently has or which it might have in the future against Releasee, for or by any reason or cause or thing whatsoever, arising out of and in any manner connected with the existing Franchise Agreement between the parties, from the beginning of time up until the date of this Agreement. Releaser further agrees not to disclose any information with regard to the operation of his/her franchise, or details concerning the purchase of the business by the Third Party.

4. Releaser further states that Releaser has carefully read the foregoing Release and knows the contents thereof and signs the Release on its own free act.

5. This release is not intended to nor shall it act as a release of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, Releaser and if applicable, by its duly authorized Board of Directors, has executed this Agreement on the date and year first written above.

RELEASEE:

By: _____
Its: _____
Date: _____

WITNESS: _____

RELEASER:

By: _____
Its: _____
Date: _____

EXHIBIT M

Maid to Perfection
FRANCHISE DISCLOSURE DOCUMENT

Receipt

RECEIPT
(Franchisee Copy)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If MTP offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If you are located or your franchised business will be located in New York, or Rhode Island, MTP must provide this disclosure document to you at the earliest of the first personal meeting to discuss the franchise; ten business days before the signing of a binding agreement; or ten business days before you make any payment to MTP, but in no event later than 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.

If you are located or your franchised business will be located in Washington or Wisconsin, MTP must provide this disclosure document to you at the earliest of ten business days before the signing of a binding agreement; or ten business days before you make any payment to MTP, but in no event later than 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.

If MTP does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the relevant state agency.

We authorize the agents listed in Exhibit B to receive service of process for us.

The name, principal business address, and telephone number of the franchise seller(s) offering this franchise is/are identified with an "X" mark below:			
X	Michael James Katzenberger		
X	Lori Katzenberger		
The principal business address and telephone number for the individuals listed above is: 3111 Innovation Drive, St. Cloud, Florida, 34769 (800) 648-6243.			

Issuance Date: _____.

I received a disclosure document dated _____ that included the following Exhibits:

A	Franchise Agreement	H	State Addenda
B	State Administrators and Agents for Service of Process	I	[Omitted]
C	Secured Promissory Note	J	Credit Card Authorization Form
D	Operations Manual Table of Contents	K	Telephone Listing Agreement
E	Corporate Assignment Agreement	L	General Release
F	Maid to Perfection Franchisees	M	Receipts
G	Financial Statements		

Date: _____

_____
Prospective Franchisee

_____
Name

PLEASE RETAIN THIS COPY FOR YOUR RECORDS

RECEIPT
(Franchisor Copy)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If MTP offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If you are located or your franchised business will be located in New York, or Rhode Island, MTP must provide this disclosure document to you at the earliest of the first personal meeting to discuss the franchise; ten business days before the signing of a binding agreement; or ten business days before you make any payment to MTP, but in no event later than 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.

If you are located or your franchised business will be located in WASHINGTON or WISCONSIN, MTP must provide this disclosure document to you at the earliest of ten business days before the signing of a binding agreement; or ten business days before you make any payment to MTP, but in no event later than 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.

If MTP does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the relevant state agency.

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E	Corporate Assignment Agreement	L	General Release
F	Maid to Perfection Franchisees	M	Receipts
G	Financial Statements		

Date: _____

_____
Prospective Franchisee

_____
Name

PLEASE SIGN AND RETURN THIS COPY TO MTP