Franchise Disclosure Document

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Franchise Disclosure Document issued March 31, 2023, as amended August 2, 2023

FRANCHISE DISCLOSURE DOCUMENT

MaidPro Franchise, LLC
A Delaware limited liability company
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Boston, MA 02114
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www.maidpro.com

As a MaidPro franchisee you will operate a business which provides residential and commercial cleaning services and other related services approved by the Franchisor ("Franchised Business").

The total investment necessary to begin operation of a MaidPro franchise is from $105,560 to $130,800. This includes $45,000 to $45,500 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 government agency has verified the information contained in the document**.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Ron Bender at 77 North Washington Street, Boston, Massachusetts 02114, Telephone 617-778-2866, FDD@maidpro.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure to an advisor like a lawyer or 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 Guide to Buying a Franchise", which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. 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.

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How to Use This Franchise Disclosure Document

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

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

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What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

2. **Mandatory Minimum Payments**. You must make minimum royalty or brand fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

NOTICE REQUIRED
BY
STATE OF MICHIGAN

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, according to the Michigan Department of Attorney General, Consumer Protection Division (the "Division"), the provisions are void and cannot be enforced against you:

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided by the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

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

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

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

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

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

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

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

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

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

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

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

The fact that there is a notice of this offering on file with the Attorney General of Michigan does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions regarding this notice should be directed to:

Franchise Administrator
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
525 West Ottawa Street
Lansing, Michigan 48933
(517) 373-7117

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

To simplify the language in this disclosure document, "MaidPro", "our", "us", "we", or "Franchisor" refers to MaidPro Franchise, LLC, the franchisor. "You", "your" or "Franchisee" refers to the person, or any corporation, partnership or legal entity who buys a MaidPro franchise, including the franchisee's owners and partners.

Franchisor

We are a Delaware limited liability company. We were originally a Massachusetts corporation known as MaidPro Franchise Corporation formed on January 15, 1996. We converted to a Delaware limited liability company on July 22, 2020. Our principal business address is 77 North Washington Street, Boston, Massachusetts 02114. We conduct business under our corporate name, under the trade name and service mark "MaidPro", URLs, domain names, website addresses, email addresses, digital cellular addresses, wireless web addresses and the like ("e-names") and associated logos, designs, symbols and trade dress (collectively, the "Marks").

We have not operated a business similar to the Franchised Business, however our former affiliate, MaidPro, Inc., provided residential and commercial cleaning services from 1993 to 2020 and provided training services to our franchisees.

We have been offering franchises since February 1, 1997. As of December 31, 2022 we had 241 MaidPro franchises in the United States and 16 franchises in Canada, all providing residential and commercial cleaning and other related services to individuals and businesses within designated service areas.

Parent, Predecessors, and Affiliates

On August 13, 2020 all of our membership interests were acquired by HS Group Holding Company, LLC ("HSGH"). Effective August 27, 2021, Threshold Brands, LLC ("Threshold Brands"), acquired all of our membership interests from HSGH. Threshold Brands maintains its principal place of business at 77 North Washington Street, Boston, MA, 02114. Threshold Brands is a wholly owned subsidiary of HSGH. HSGH maintains its principal place of business at Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, New York 10111.

Predecessors

We have no predecessors.

Affiliates

Our affiliate FlyFoe, LLC d/b/a Patio Patrol ("Patio Patrol"), is a franchisor of businesses providing residential and commercial mosquito, wasp, fly, tick control and other general pest control services under the Patio Patrol name and marks. Patio Patrol's principal business address is 77 North Washington Street, Boston, Massachusetts 02114. Patio Patrol began offering franchises in February, 2018 under the "FlyFoe" name and continued until July 15, 2022 when it began offering franchises under the name "Patio Patrol" and increased its service offering. As of December 31, 2022, there were 7 Patio Patrol franchises in operation.

Our affiliate Men In Kilts US, LLC ("MIK"), is a franchisor of businesses providing window cleaning, gutter cleaning, pressure washing, siding cleaning, snow removal and other related services. MIK's

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principal business address is 77 North Washington Street, Boston, Massachusetts 02114. MIK began offering franchises in March, 2019 and as of December 31, 2022 had 18 franchises.

Our affiliate Men In Kilts Canada Inc. ("MIK Canada"), is the franchisor of the Men In Kilts brand in Canada. Its principal business address is 77 North Washington Street, Boston, Massachusetts 02114. MIK Canada through its predecessor has been offering Men In Kilts franchises since 2011 and as of December 31, 2022 had 21 Men In Kilts franchises in Canada.

Our affiliate Pestmaster Franchise Network, LLC ("Pestmaster"), is a franchisor of businesses providing structural and agricultural pest control and related services. Pestmaster's principal business address is 9716 South Virginia Street, Suite E, Reno, Nevada 89511. Pestmaster through its predecessor has been offering franchises since June 1991 and as of December 31, 2022 had 51 franchises.

Our affiliate USA Insulation Franchise, LLC ("USA Insulation") is a franchisor of businesses providing residential insulation services. Its principal business address is 17700 Saint Clair Avenue, Cleveland, Ohio 44110. It has been offering franchises since March 2006 and as of December 31, 2022 had 98 franchises.

Our affiliate PHP Franchise, LLC ("PHP"), is a franchisor of businesses providing residential plumbing and related services under the Plumbing Paramedics mark and businesses providing residential heating and air conditioning installation, repair, replacement and maintenance services under the Heating & Air Paramedics mark. Its principal place of business is 9750 E. 150th Street, Noblesville, IN 46060. In November 2021 PHP began offering Plumbing Paramedics and Heating & Air Paramedics franchises and as of December 31, 2022 it had 1 Plumbing Paramedics franchise and 3 Heating & Air Paramedics franchises.

Our affiliate Sir Grout Franchising, LLC ("Sir Grout") is a franchisor of businesses providing grout and tile cleaning, sealing, caulking and restoration services as well as other services. Its principal business address is 77 North Washington Street, Boston, MA 02114. Sir Grout has been offering franchises since August 2007 and as of December 31, 2022 had 52 franchises.

Our affiliate Granite Garage Floors Franchising, LLC is a franchisor of businesses that market, sell and install residential garage floor coating systems. Its principal business address is 110 Mansell Circle, Suite 375, Roswell, GA 30075. It has been offering franchises since June 2013 and as of December 31, 2022 had 14 franchises.

Our affiliate Mold Medics Franchising LLC is a franchisor of businesses providing mold remediation, air duct cleaning, radon testing and mitigation services, and other services and products. Its principal business address is 811 Washington Avenue, Carnegie, PA 15106. It has been offering franchises since December 2020 and as of December 31, 2022 had 1 franchise.

Except as disclosed above, neither we, nor our parent, nor our affiliates, currently operates any other types of businesses which offer franchises or provide products or services to our franchisees. Except as disclosed above, we have no parent, predecessors or affiliates required to be disclosed in this Item. Neither we nor any of our affiliates disclosed above have offered franchises in any line of business except as disclosed above. Except as disclosed above, none of our affiliates has ever conducted the type of business a MaidPro franchisee will operate.

Agents for Service of Process

Please refer to Exhibit A for agents for service of process.

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The Business We Offer

Under the Franchise Agreement ("Franchise Agreement"), we franchise and grant to qualified parties the right to operate a Franchised Business to provide our cleaning and other related services to the public, utilizing the MaidPro System and the Marks we license to you within a designated area we refer to as your "Territory".

We also offer conversion franchises to qualified individuals and entities that have offered cleaning services similar or identical to the services of the Franchised Business for at least 6 months and that have generated more than $25,000 in sales during the latest six-month period in that business. Conversion franchisees will sign the Franchise Agreement (see Exhibit C) and Conversion Franchise Addendum (see Exhibit G). The Conversion Franchise Addendum: (i) waives the Initial Franchise Fee; and (ii) for the first 2 years only, reduces the monthly Continuing Royalty to 2% of Gross Consumer Sales and the monthly Minimum Royalty to $150. All other terms of the Franchise Agreement will apply to the conversion franchisee, unless otherwise specified in the Conversion Franchise Addendum.

Your competition may include other cleaning companies or services and self-employed individuals.

All franchised businesses are located in urban or suburban areas and generally serve households having individuals with household annual incomes greater than $100,000 and the general business community. We are a year-round business.

Applicable Regulations

There are no regulations specific to our industry that will affect the operation of your Franchised Business, other than those laws and regulations that apply to all businesses in general.

ITEM 2
BUSINESS EXPERIENCE

Chairman of the Board of Managers – Tom Silk

Mr. Silk joined us as the Chairman of our Board of Managers in September 2022. At that time, Mr. Silk also became the Chairman of the Board of Managers of our parent company Threshold Brands, LLC and its parent company, HS Group Holding Company, LLC. At that time he also became the Chairman of the Board of Managers for all of our affiliates listed in Item 1. From September 2019 to August 2022 Mr. Silk was the CEO of Corporate Rewards d/b/a WorkStride in New York, NY. From January 2013 to September 2019 Mr. Silk served as WorkStride's Chief Customer Officer.

Vice President and Manager – Caroline Peck

Since December 2020, Ms. Peck has served as our Vice President and Manager. Since August 2021, Ms. Peck has been the Vice President and a Manager of our parent, Threshold Brands, LLC, and since August 2020 Ms. Peck has been the Vice President and a Manager of Threshold Brands' parent, HS Group Holding Company, LLC. Ms. Peck is also a Vice President and Manager for all of our affiliates listed in Item 1. Since January 2023 Ms. Peck has been an Assistant Vice President with The Riverside Company in Santa Monica, CA. From July 2021 to December 2022 Ms. Peck was a Senior Associate with The Riverside Company in Santa Monica, CA. From July 2019 to June 2021 Ms. Peck was an Associate with The Riverside Company in Santa Monica, CA. From June 2017 to June 2019 Ms. Peck was an Analyst with The Riverside Company in Santa Monica, CA.

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Vice President, Secretary and Manager – Stephen Rice

Mr. Rice has been our Vice President and Secretary and a member of our Board of Managers since August 2020. Since August 2021 Mr. Rice has been the Vice President, Secretary and a Manager of our parent, Threshold Brands, LLC, and since August 2020 Mr. Rice has been the Vice President, Secretary and a Manager of Threshold Brands' parent, HS Group Holding Company, LLC. Since October 2010, Mr. Rice has been a Principal of The Riverside Company, located in Cleveland, Ohio.

Manager – Ryan Farris

Mr. Farris joined us as a member of our Board of Managers in November 2021. Mr. Farris has been with AlphaGraphics since September 2015 and has been the President and COO of AlphaGraphics since October 2017 and, since August 2020, he has also served as the President and COO of PostNet International Franchise Corp., both located in Lakewood, Colorado.

Manager – Steven Siegel

Mr. Siegel has been a member of our Board of Managers since August 2020. Since August 2021 Mr. Siegel has served as a Manager of our parent, Threshold Brands, LLC, and since August 2020 Mr. Siegel has served as a Manager of Threshold Brands' parent, HS Group Holding Company, LLC. Since January 2005, Mr. Siegel has served as a Managing Partner at Brookside Consulting located in Thornton, New Hampshire.

Manager – Mark Kushinsky

Since our formation in July 2020, Mark Kushinsky has been a member of our Board of Managers and was our CEO from July 2020 to April 2021. Since August 2021 Mr. Kushinsky has served as a Manager of our parent, Threshold Brands, LLC and since August 2020 Mr. Kushinsky has served as a Manager of Threshold Brands' parent, HS Group Holding Company, LLC. From April 2008 to July 2020, Mr. Kushinsky was Chief Executive Officer of MaidPro Franchise Corporation, located in Boston, MA.

Chief Executive Officer and Manager – Theodore Demarino

Since June 2023, Mr. Demarino has been our Chief Executive Officer ("CEO") and a member of our Board of Managers. Mr. Demarino is also the CEO and a Manager of our parent, Threshold Brands, LLC and of its parent, HS Group Holding Company, LLC. He also serves as the CEO and a Manager of our affiliates listed in Item 1. From October 2019 to May 2023, Mr. Demarino was the President of Liberty Tax in Hurst, TX. Before that, Mr. Demarino served as Operating Partner of Vintage Capital Management in Frisco, TX from September 2016 to October 2019.

Chief Financial Officer – Scott A. Fink

Since June 2023, Mr. Fink has been our Chief Financial Officer ("CFO"). Mr. Fink is also the CFO of our parent, Threshold Brands, LLC and its parent, HS Group Holding Company, LLC. He also serves as the CFO of our affiliates listed in Item 1. From October 2020 to June 2023, Mr. Fink was the CFO of The Bazaar, Inc. in River Grove, IL. Prior to that, Mr. Fink Served as SFO of Akash Chemicals, Inc. in Glendale Heights, IL from April 2017 to October 2020.

Chief Legal Officer – Robert G. Huelin

Since May 2021 Mr. Huelin has been our Chief Legal Officer ("CLO"), and the CLO of our parent, Threshold Brands, LLC. He also serves as CLO of our affiliates listed in item 1. From December 2014 to

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May 2021 Mr. Huelin was the Vice President, Legal and Compliance for Wireless Zone, LLC in Rocky Hill, CT.

Vice President, Human Resources – Somerset Buchanan

Since November 2022, Ms. Buchanan has been our Vice President of Human Resources, and the Vice President, Human Resources for our parent, Threshold Brands, LLC and each of our affiliates listed in Item 1. From March 2022 until November 2022, Ms. Buchanan was our Senior Director of Central Coaching. From December 2020 until March 2022, Ms. Buchanan was our Director of Central Coaching. Ms. Buchanan was Director of Field and New Franchisee Learning for Dunkin Brands in Canton, MA from February 2019 to June 2020. Ms. Buchanan was previously the Senior Learning Manager of New Franchisee Learning for Dunkin Brands from January 2017 to February 2019.

Senior Director of Franchise Development – Ron Bender

Since August 2021 Mr. Bender has been our Senior Director of Franchise Development and the Senior Director of Franchise Development for our parent, Threshold Brands, LLC and each of our affiliates listed in Item 1. From February 2019 until August 2021 Mr. Bender was the Vice President of Franchising for EnviroLogik in Bradenton, FL. From January 2015 to January 2019 Mr. Bender was the Vice President of Franchise Development for Big Frog Custom T-Shirts in Dunedin, FL.

President (Interim) – Emily Estes

Ms. Estes has served as our President (Interim) since November 2022. Ms. Estes has been our Senior Manager, Business Operations since August 2022. From May 2016 until August 2022 Ms. Estes served as one of our Franchise Business Coaches.

Franchise Development Manager – Caroline Rhode

Since August 2022, Ms. Rhode has been our Franchise Development Manager. From April 2021 to August 2022 Ms. Rhode was a Franchise Sales Director for Authority Brands in Columbia, MD. From June 2020 to April 2021 Ms. Rhode was a Franchise Sales Director for ArcPoint Labs in Greenville, SC. From September 2017 to June 2020 Ms. Rhode was a Franchise Sales Director for Drive Brands in Charlotte, NC.

Onboarding and Launch Manager – Jen Hartberger

Since January 2022, Ms. Hartberger has been our Onboarding and Launch Manager. From October 2021 to January 2022 Ms. Hartberger was an Onboarding and Launch Manager for our parent Threshold Brands and our affiliates, located in Boston, MA. From February 2019 to October 2021 Ms. Hartberger was Onboarding Manager for HH Franchising Systems in Blue Ash, OH. From February 2018 to February 2019, Ms. Hartberger was a Human Resources Trainer for Belterra Casino & Resort in Vevay, IN.

Marketing Manager – Stephanie Toettcher

Since April 2021, Ms. Toettcher has been our Marketing Manager. Ms. Toettcher has not had other employment during the past five years.

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ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

You will pay us an initial franchise fee of $45,000 (the "Initial Franchise Fee"). The Initial Franchise Fee is due in full at the time you sign the Franchise Agreement.

We may offer to prospects who meet our qualifications, including creditworthiness financing of up to the full amount of the Initial Franchise Fee. See Item 10 for additional information.

We may offer you the option of waiving the Initial Franchise Fee in exchange for an increase to the Continuing Royalty rate by an additional 2.5% of Gross Consumer Sales (example a 6% royalty will increase to 8.5%) for 10 years (the initial 5 year term and the first 5 year renewal term, if renewed). See Franchise Agreement, Exhibit G. We refer to this program as our "Franchise Option Program". See Item 6 for additional information.

If you are a current member of the United States Armed Forces or you received an honorable discharge from the United States Armed Forces you may be eligible for a 20% reduction of the Initial Franchise Fee on your first Franchised Business. We also offer a "First Responders" discount. If you are a police officer, firefighter, or paramedic/emergency medical technician (EMT) you may be eligible for a 20% reduction of the Initial Franchise Fee on your First Franchised Business.

We currently offer a multi-unit discount. If you purchase 3 or more franchises, you may be eligible to receive a 25% reduction of the Initial Franchise Fee off the second and any additional franchises you purchase at the time you purchase the initial franchise.

We may offer a discount of up to 10% off the Initial Franchise Fee to prospects who will be operating their franchise in a hard-to-serve or underserved market, whether geographic or demographic.

If you are a conversion franchisee, you will sign the Franchise Agreement and the Conversion Franchise Addendum and we will waive the Initial Franchise Fee.

Any waiver of, or reduction in, the Initial Franchise Fee will be granted in our sole discretion. We evaluate each situation on an individual basis. We reserve the right to change, modify or discontinue any of these discount/waiver programs at any time.

During 2022 our franchise offering included discounts such that our Initial Franchise Fees ranged from $0 to $45,000.

You must successfully complete our Initial Training before you may open your Franchised Business. We do not charge for the Initial Training Program for up to two attendees. We charge a training fee of $500

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for each additional individual who attends our Initial Training Program. This amount is nonrefundable and due prior to attendance at the Initial Training Program.

We pay a referral fee ("Referral Fee") to any current franchisee for each candidate referred to us who meets our qualifications and signs a Franchise Agreement. Currently, the Referral Fee is $10,000 for each successful referral of a candidate who is not a current franchisee of our brand or any of our affiliate brands.

All amounts in this Item 5 are deemed fully earned and non-refundable when due. You pay us, or our affiliates, no other fees or payments for services or goods before your Franchised Business opens.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Continuing Royalty	6% of monthly Gross Consumer Sales.	Due by automatic debit/electronic fund transfer ("EFT") at the end of the following month beginning immediately after completion of Initial Training Program	Continuing Royalty is due on all Gross Consumer Sales. See Notes 1 & 2.
Minimum Royalty	After the first 12 months of operation of the Franchised Business, if your Gross Consumer Sales is less than $15,000 in any month, you must pay a minimum of $800 or the Continuing Royalty, whichever is greater.	Due by automatic debit/EFT at end of the following month	See Notes 1 & 2.
Additional Premium Royalty	An additional 2.5% royalty must be paid on services provided to customers geographically located outside your Territory .	Due by automatic debit/EFT at end of the following month	See Notes 1 & 2.
Brand Fund Fee	2% of your Gross Consumer Sales.	Due by automatic debit/EFT at end of the following month	See Notes 2 & 4.
Subsequent Initial Training Fee for additional employees	$500 per person.	Before training	See Note 5.
Ongoing Training	Registration Fees, costs and expenses, including our expenses if we deliver training on-site at your location.	Before training and as incurred	See Note 6.

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Type of Fee	Amount	Due Date	Remarks
Late Submission Fee	Late Submission Fee of $100 per violation, for any payment (including a late fee), request for information, forms, data, or item/information not received when due, plus 12% interest/year, or the maximum rate allowed by law, from date the payment amounts were originally due until paid.	Due by automatic debit/EFT at end of the following month	See Notes 2 & 7.
Transfer Fee	$5,000.	Before transfer	Payable by you or the buyer.
National Sales Center	Price varies per number of inquiries processed .	Due by automatic debit/EFT at end of the following month	See Notes 2 & 8.
Product/Supplier Approval Costs	Cost of inspection or testing, plus actual cost of laboratory fees, professional fees and travel and living expenses of our personnel.	When billed	We may require you to pay us, or an independent laboratory, for the cost of inspection or testing, if you desire to purchase or lease items to be used in the Franchised Business from sources we have not previously approved.
Audit Costs	Cost of Audit plus underpayment amount and 12% interest/year, or maximum legal rate allowed by law, whichever is lower.	Due by automatic debit/EFT within 15 days of audit if incurred	Payable only if audit shows an understatement of at least 2% of Gross Consumer Sales for any month. See Notes 2 & 9.
Costs and Attorneys' Fees	Will vary under the circumstances.	As incurred	Payable if you fail to comply with the Franchise Agreement.
Indemnification	Will vary under the circumstances.	As incurred	You must indemnify and hold us harmless for all claims, losses, costs, expenses, and damages arising from the operation of your Franchised Business and from the exercise of our step-in rights.
Convention Fee	Up to $1,500 depending upon costs.	Due at registration	See Note 10.

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Type of Fee	Amount	Due Date	Remarks
Customer Complaints	100% of customer payment.	Upon receipt of invoice	Applies if we intervene on your behalf. See Note 11.
Return Failure	Amount of Minimum Royalty.	Due on demand each month until you return all of our property	Only due if you fail to return to us all of our property, such as our manuals, at termination, or you fail to certify their return to us.
Step In Fee	Cost of our representatives to operate your Franchised Business.	Due on demand.	Only due if you are in default under the Franchise Agreement and you don't cure or can't cure, you take actions hat jeopardize the integrity of our System, you are absent, incapacitated or die, and we step in to operate your business.
Renewal Fee	$2,500	Before renewal	Only if you decide to renew your franchise.
Non-compete Fee	Amount equal to our then-current initial franchise fee for each Competitive Business identified plus 7% of the Competitive Business' gross sales until expiration of the non-competition period.	Monthly	Only if you breach the noncompetition provisions in your Franchise Agreement.
Text Messaging Services	Current fee is $5/mo. per participant phone number; per text charge of $.05 per multi-media text and $.025 per standard text.	Due monthly by automatic debit/EFT	We provide customer messaging services for use by franchisees who elect to purchase the service.
MaidPro Go	Current fee is $5/mo. per account.	Due monthly by automatic debit/EFT	We provide an app to assist in scheduling and customer service for use by franchisees who elect to purchase the service.
TeleDoc	Current fee is $4.06/mo. per participant.	As billed	We provide franchisees the option to participant in a telemedicine program that is billed through us by a third-party vendor.

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Type of Fee	Amount	Due Date	Remarks
MaidPro Software	Monthly charge per license for each user. The current fee is $25 per month per user license.	Due monthly by automatic debit/EFT	See Note 3.
Email	Then-current service provider charges for license. Current rate is $6 per user license, per month.	Due monthly by automatic debit/EFT	Although we do not provide this service we collect the fee on behalf of the third party provider. See Note 3.
Technology Fee	$500 per month.	Due monthly by automatic debit/EFT	If this is your second or additional MaidPro franchise no Technology Fee is required to be paid. See Note 3.
Qvinci	$18 per month per license.	Due monthly by automatic debit/EFT	See Note 9.
AMS	Then-current fee charged for our marketing services.	Due monthly by automatic debit/EFT	See Note 12.

Note 1

You must pay all fees, payments, and charges described in Item 6 to us, through EFT. All fees are uniformly imposed by us. No fees are refundable. We do not collect or impose fees on behalf of any third party.

You must pay us a monthly Continuing Royalty, which is a percentage of your Gross Consumer Sales. You must pay the Continuing Royalty upon beginning the operation of your Franchised Business but if your Gross Consumer Sales for any month after the 12th month of operation of your Franchised Business falls below $15,000, you must pay the Minimum Royalty of $800 or the Continuing Royalty for that month, whichever is greater. Gross Consumer Sales include all of your billings, whether collected or not, cash sales and sales on account, monies billed for maid cleaning services whether performed by you or subcontracted, monies billed in connection with trade or barter agreements, or monies billed for any other cleaning and/or maintenance of any structure, interior or exterior, excluding sales tax. You may not deduct customer discounts, allowances, rebates or referral fees from Gross Consumer Sales without our prior written permission.

If you have accepted our offer to waive the Initial Franchise Fee under our Franchise Option Program your Continuing Royalty will be 8.5% of Gross Consumer Sales for 10 years (the Initial 5 year term and the first 5 year renewal term, if renewed).

With our permission, which we may withdraw at any time, you may perform services for customers geographically located outside of your Territory, so long as the customer is not geographically located within a territory assigned to another franchisee and you pay us an additional monthly royalty ("Premium Royalty") of 2.5% of your monthly Gross Consumer Sales for these customers.

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Note 2

You must authorize your bank to accept automatic withdrawals through EFT of this amount from your bank into our bank account on a monthly basis. You must provide us with all documents necessary to direct your bank to honor these pre-authorized bank debits (see Franchise Agreement, Exhibit F - EFT Authorization).

Note 3

You must pay us a Technology Fee of $500 per month. If you own and operate more than one Franchised Business, you will only pay the Technology Fee for the first Franchised Business; additional MaidPro franchises you own will not be required to pay a Technology Fee. You will receive four branded email user licenses, four MaidPro Software user licenses, access to our add-on feature for marketing and customer communications ("MACS") and our handling of phone inquiries through our 1-800 customer service number and related call routing. The "MaidPro Software" is our proprietary cloud-based platform. Additional email user licenses and MaidPro Software user licenses may be purchased for the then-current rate. The current fee for additional email user licenses is $6 per month per license and the current rate for additional MaidPro Software licenses is $25 per month per license. You must begin paying these fees when your Franchised Business begins operations. This fee is non-refundable.

Note 4

Our current Brand Fund Fee is 2% of your monthly Gross Consumer Sales (see Franchise Agreement - Section 8(h)). The Brand Fund Fee is non-refundable.

Note 5

If you want more than one person (besides you or your Operating Principal) to attend the Initial Training Program, you must pay to us a $500 per person Training Fee for each person/designee to attend the Initial Training Program. The fee is subject to change without notice and must be paid before the beginning of the Initial Training Program. Attendance space at the Initial Training Program is limited, and seats for additional attendees are offered on an "as available/space available" basis. You will be solely responsible for all travel, transportation, hotel/lodging, food/meal expenses and wages incurred for all your additional personnel who attend the Initial Training Program. If, after attending your Initial Training Program, you want to send personnel to attend a subsequent Initial Training Program, you will be obligated to pay for each person's attendance as described here. We will schedule any subsequent Initial Training Programs at our convenience.

Note 6

You must attend on-going training or conferences we specify. We may charge a registration fee for such events. If you do not attend any required training event, we may charge you an additional fee to cover the costs of providing a second training event. training. You will be responsible for all out-of-pocket expenses incurred for you and any of your personnel who attend any such on-going training or conferences, including travel, hotel/lodging, meals, transportation, and any employee wages. If we provide additional training on-site at your location, you will be responsible for our costs and expenses, including travel, hotel/lodging, meals and transportation.

Note 7

If any fee or payment due under the Franchise Agreement is not paid on the date it is due, you must pay to us interest at the rate of the lesser of 12% per annum, or the maximum rate permitted by applicable law,

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from the date these amounts were originally due. If any payment, request for information, forms, data or any item related to the Franchised Business is not received by the established due date, you must pay a Late Submission Fee of $100 per violation.

Note 8

The National Sales Center is a required service provided by us. The current monthly fee for utilizing the National Sales Center varies based on the number of inquiries processed by the National Sales Center, and is as follows:

Inquiries Processed Per Month	Fee Per Inquiry
First 20	$25
Next 30	$21
Over 50	$19

The National Sales Center provides telephone answering services to prospective customers (inquiries) and processes orders on your behalf from inquiries generated from within your territory. We may increase this fee based on market rates for similar services.

Note 9

You must license our preferred financial management software to track sales and provide reporting. You must pay us a monthly fee for a single user license for this software. Our current software is Qvinci. Additional licenses may be purchased, subject to our approval. This fee is non-refundable, and may be increased by the software vendor. We reserve the right to change the required software and this may result in a change in the monthly fee charged by us.

You must submit to us sales reports and financial statements and data files during the term of the Franchise Agreement. To verify the accuracy of the reports, you must permit us, or an authorized representative, to inspect or audit your books, records and tax returns at times we deem appropriate. If our audit discloses an understatement of your Gross Consumer Sales for any period or periods, you must pay us within 15 days of the audit report, the underpayment plus interest at a rate of 12% per annum, or the maximum permitted by law, whichever is lower. The audit will be conducted at our expense unless the audit discloses an understatement by you of 2% or more of your Gross Consumer Sales for any period being examined. In this event, you must reimburse us for the cost of the inspection including the charges, expenses and fees of any independent auditor and the travel/transportation expenses, hotel/room and board and compensation of our employees.

Note 10

We may from time-to-time conduct conventions or host meetings of some or all of our franchisees. ("Conventions"). You must attend one or more of our Conventions, and to pay all of your expenses incurred in connection with attending the Conventions, including registration, transportation, meals, lodging and living expenses. We determine the duration, curriculum and location of the Conventions. You must pay the applicable registration fee for each Convention at the time of registration. This fee is not refundable and will be collected even if you do not attend any Convention(s). If you own and operate more than one MaidPro franchise, you will only be obligated to pay a single Convention registration fee.

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Note 11

If we feel that you did not fairly handle a customer complaint, we may intervene and satisfy the customer. You must reimburse us for all our costs associated with satisfying the customer.

Note 12

We provide digital marketing services through our Advanced Marketing Services ("AMS") team. You are eligible to sign up for AMS programs, at then-current rates charged by AMS, but you are not required to utilize the AMS. There are currently two levels of service from AMS: (i) Digital Lite, which provides basic webpage management services funded by the Brand Fund Fee at no additional charge to you; or (ii) Digital Core, which provides more extensive digital marketing services, including search engine optimization and strategic counseling. The fee for Digital Core services is $305 per month. There is $600 one-time set-up fee for Digital Core services. You may add pay-per-click marketing to both Digital Lite and Digital Core services for a fee of 20% of your monthly pay-per-click spend, or $100, whichever is greater. You may also purchase Social Media Post services from AMS. The fee for adding Social Media Post to Digital Lite is $100 per month and the fee for adding this service to Digital Core is $75 per month. You are not required to purchase services from AMS but all AMS fees are non-refundable and will be charged monthly via EFT along with the Continuing Royalty and other monthly fees. These fees may be increased in our sole discretion.

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	$45,000 (Note 1)	Lump Sum	At Signing of Franchise Agreement	Us
Travel and Living Expenses while Training	$3,800-$4,500 (Note 2)	As Incurred	During Training	Airlines, Hotels and Restaurants
Equipment	$5,650-$7,650 (Note 3)	As Incurred	As Incurred	Suppliers
Miscellaneous Opening Costs	$6,160-$8,850 (Note 4)	As Incurred	As Incurred	Us, Suppliers and Governmental Agencies
Cost for Initial Vehicle with Signage (lease)	$5,300-$7,200 (Note 5)	As Incurred	As Incurred	Leasing Company Vendor
Initial Printing Materials	$1,300 (Note 6)	As Incurred	As Incurred	Suppliers
Advertising – Initial 3 Months	$12,000 (Note 7)	As Incurred	As Incurred	Supplies and Vendors
Real Estate	$5,550-$9,300 (Note 8)	As Incurred	Prior to Opening	Landlord
Insurance	$2,000 - $12,000 (Note 9)	As Incurred	As Incurred	Vendors

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Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Additional Funds – 3 Months	$18,800-$23,000 (Note 10)	As Incurred	As Incurred	Suppliers, Employees
Total	**$105,560 - $130,800 (Note 11)**			

NOTES:

1. The Initial Franchise Fee is $45,000. You will receive a territory in which to operate your Franchised Business with approximately 45,000 Qualified Households. For discounts and waivers of this Initial Franchise Fee see Item 5.

2. There is no charge for up to two attendees at our Initial Training Program, one of which must be you or your Operating Principal if you are a business entity. This training consists of self-directed and instructor led programs that may be remote/virtual or on-site as we designate. These are your estimated expenses for one to two persons for travel/transportation, lodging/hotel and food/meals while attending on-site training.

3. We will designate the amount of equipment needed in our confidential manuals ("Manuals"). Your costs will vary. The equipment is comprised of general cleaning equipment, including a set of vacuum cleaners and cleaning supplies. Depending upon your initial employee structure, we may recommend additional supplies and equipment. A conversion franchisee may have previously purchased some or all of these items.

4. Includes computer, software, incorporation fees, etc. The cost of equipment you purchase will vary depending on the amount purchased by you, the supplier you choose, and the current economic condition in your area.

5. This is an estimated initial fee for leasing a vehicle that is less than 7 years old. Costs will vary based on type of vehicle leased. The estimate does not include ongoing gas and maintenance expenses. If you purchase the vehicle you use, the initial investment could be significantly higher. We require that the vehicle display our MaidPro car wrap. The cost for the wrap has been included in the estimate. A conversion franchisee may have previously purchased a vehicle, but the vehicle will need to be re-branded with our wrap.

6. This is an estimate for the initial costs of miscellaneous stationery needs during setup.

7. This is an estimated cost for advertising during the first 3 months of operation, which includes our current required minimum monthly local advertising spend of $3,000 for the first 24 months after opening of your Franchised Business. After 24 months, the Manual governs the amount in relation to your Gross Consumer Sales.

8. You must have an office location for your Franchised Business. It is not expected that you will purchase real estate to operate the Franchised Business. You should anticipate leasing approximately 600 - 1,000 square feet of space. You must locate your office within your territory. If you own and operate more than one Franchised Business, we may approve you to locate your office in an adjacent and contiguous territory to which you own the rights so long as you demonstrate to us that the operation from that office will not impair your ability to services customers in your territory. We both must agree upon a suitable location, and we must provide our consent to your proposed location. We anticipate that in most parts of the country, you will pay monthly rent of approximately $.85 to $1.50 per square foot. Most landlords

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provide some, and under certain circumstances all, of the leasehold improvements as consideration for the lease. Most leases will carry additional common area maintenance, insurance and tax expenses. You will generally be required to make a rent deposit (equal to 1 to 2 months of your base rent, plus a Security Deposit) and utility deposits.

9. You must purchase and maintain insurance we require throughout the term of the Franchise Agreement.

   The current minimum policy limits are as follows: (i) Broad Form Comprehensive General Liability insurance, $500,000 combined single limit (bodily injury and property damage), including the broad form general liability endorsement. The insurance must cover damage to the personal property of others while it is in your care, custody, or control and for the loss to personal property of others resulting from workmanship; (ii) Automobile Liability insurance, $1,000,000 combined single limit (bodily injury and property damage) including hired and non-owned automobiles; (iii) Workers' Compensation and Employer's Liability insurance, as well as other insurance as may be required by statute or rule of the state(s) in which the Franchised Business is located and operated; (iv) Third-Party Bonding $25,000 per loss.

   Your cost for the insurance will vary from state to state and within each state. Dependent upon sales, payroll and number of employees, your estimated costs for insurance during the first year of operating a Franchised Business is between $2,000 and $12,000.

10. Includes payroll costs, insurance, professional fees and monthly costs for our Technology Fee and required software licenses.

11. We do not offer financing to you for any items other than the Initial Franchise Fee (See Items 5 and 10 for more information). We are unable to estimate whether you will be able to obtain financing from third parties or the terms of any third-party financing. All costs given, except for the Initial Franchise Fee, are estimates only. None of your expenses are fully refundable. These estimates are based on our 29 years of experience in the operation of home cleaning services and information provided to us by our franchisees. You should review these estimates with an advisor before you make any decision to purchase a franchise.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases

You must license and utilize our proprietary cloud-based MaidPro Software, which includes the MACS tool, a required add-on feature for marketing and customer communications that you must use. We are the sole supplier of the MaidPro Software and the MACS tool. You must also use the technical and cybersecurity support we provide for the MaidPro Software and we are the sole supplier for these services. If you do not own a computer that meets our standards you must purchase one that meets our standards. (See Item 11 for computer requirements). You must use us to handle phone inquiries through our 1-800 customer service number and related call routing and text messaging services, and we are the sole supplier of these services. You must license our preferred financial management software to track sales and provide reporting. We are the sole supplier of this software. We also have a sole supplier who is unrelated to us who will provide you with MaidPro branded email addresses.

You may only use marketing materials, advertising materials, signage, forms or anything visible to the public, that have been approved by us in advance. We can require that supplies and materials purchased, leased or licensed by you, must meet our standards.

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You must use, and have at all times, one vehicle in the operation of your Franchised Business. It must be of the specified and approved model and body style as described in our Manuals, or must be approved by us, in writing. It must be painted to the MaidPro System body color and suitably be identified with the "MaidPro" decals and graphics, which conform to our specifications. The vehicle must be at all times in good appearance and operating condition.

Required and Approved Suppliers & Revenue from Franchisee Purchases

We intend to make a profit on any products or services we sell to you. We are an approved vendor for some of our trademarked material.

We are an approved vendor for the National Sales Center formerly known as the Consumer Solutions Center service we provide to you. In our fiscal year ended December 31, 2022, we realized $1,090,785.57 in revenue from franchisee purchases of these services, which accounted for 9% of our total revenues of $12,205,857.

We are an approved vendor for the MaidPro Automated Communications System (M.A.C.S.) service we provide. In our fiscal year ended December 31, 2022, we realized $232,198.86 in revenue from franchisee purchases of M.A.C.S. services, which accounted for 2.15% of our total revenues of $12,205,857.

We are an approved vendor for the call-routing services we provide to you. In our fiscal year ended December 31, 2022, we realized $33,654.77 in revenue from franchisee purchases of call-routing services, which accounted for .28% of our total revenues of $12,205,857.

We are an approved vendor of MaidPro University services we used to provide. In our fiscal year ended December 31, 2022, we realized $122,631.10 in revenue from franchisee purchases of call-routing services, which accounted for 1% of our total revenues of $12,205,857.

We are an approved vendor of MaidPro Go app services we provide. In our fiscal year ended December 31, 2022, we realized $109,444.20 in revenue from franchisee purchases of call-routing services, which accounted for .89% of our total revenues of $12,205,857.

We are an approved vendor of customer text messaging services we provide to you. In our fiscal year ended December 31, 2022, we realized $17,942.81 in revenue from franchisee purchases of call-routing services, which accounted for .15% of our total revenues of $12,205,857.

We are the sole vendor for the MaidPro Software we license to you. In our fiscal year ended December 31, 2022, we realized $377,671.27 in revenue from franchisee licenses of the MaidPro Software, which accounted for 3% of our total revenues of $12,205,857.

We are an approved vendor for the Advanced Marketing Services, also known as AMS., an optional search engine optimization and lead generation program that we provide. In our fiscal year ended December 31, 2022, we realized $818,452.60 in revenue from franchisee purchases of AMS. services, which accounted for 6.71% of our total revenues of $12,205,857.

We estimate that your purchase or lease of products, supplies and services from approved suppliers (or those which meet our specifications), will represent approximately 70% of your costs to establish your MaidPro Franchised Business, and approximately 50% of your costs for ongoing operation.

We do approve franchisees to use alternate suppliers for the services above if the franchisee (a) requests permission in writing and (b) the supplier can meet our criteria for approval. These criteria are not available

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to franchisees. We do not charge any fees to investigate an alternative supplier you would like to use. But you must provide us with all information we request about that supplier and its products or services. We will notify you within 30 days of our receipt of all information from you regarding whether we will approve the supplier. We can revoke our approval of a supplier at any time upon notice to our franchisees.

Except for the materials and services described above, there are currently no other items or services for which we, or our affiliates, are approved suppliers or the only approved suppliers. Except for us, there are no approved suppliers in which any of our officers owns an interest.

Except as disclosed above, you are not required to use any other suppliers for goods or services; however, we reserve the right to require you to do so in the future. Other than your insurance, apparel for your personnel, materials bearing our trademarks, your vehicle and the services we provide above, you are not required to purchase or lease, products, equipment, or services that meet our specifications. Although we do not provide our specifications without a request, if you request them for the items above we will provide them to you. We can modify the specifications at any time upon notice to our franchisees.

Negotiated Prices

We may negotiate purchase arrangements with our approved suppliers on your behalf, including price terms.

Material Benefits

We do not provide any material benefits to you based on your use of designated or approved sources. Except as disclosed above, neither we, nor our affiliates, receive any revenue or other material consideration from your required purchases or leases.

Insurance Specifications

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by law, as described in the Manuals. The current types and minimum policy limits are as follows: (i) Broad Form Comprehensive General Liability insurance, $500,000 combined single limit (bodily injury and property damage), including the broad form general liability endorsement. The insurance must cover damage to the personal property of others while it is in your care, custody, or control and for the loss to personal property of others resulting from workmanship; (ii) Automobile Liability insurance, $1,000,000 combined single limit (bodily injury and property damage) including hired and non-owned automobiles; (iii) Workers' Compensation and Employer's Liability insurance, as well as other insurance as may be required by statute or rule of the state(s) in which the Franchised Business is located and operated; (iv) Third-Party Bonding $25,000 per loss. We may, periodically, reasonably determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances. All insurance policies must name us and any affiliates that we designate as additional insureds and give us at least 30 days prior written notice of termination, amendment, or cancellation. You must provide us with certificates of insurance evidencing your insurance coverage no later than 10 days before your Franchised Business opens.

Cooperatives

We do not have any purchasing or distribution cooperatives.

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ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in Agreement	Disclosure Document Item
A.	Site selection and acquisition/lease	Sections 2(a), 4, 7(f) of Franchise Agreement	Item 7
B.	Pre-opening purchases/leases	Section 7 of Franchise Agreement	Items 6, 7 and 8
C.	Site development and other pre-opening requirements	Section 7 of Franchise Agreement	Items 6 and 7
D.	Initial and ongoing training	Sections 5, 7, 8, 16, 18 of Franchise Agreement	Items 6, 7 and 11
E.	Opening	Section 7(f) of Franchise Agreement	Item 11
F.	Fees	Sections 5, 8, 12, 20, 23, 24, 28, 29, 32, and 36 of Franchise Agreement, Sections 3 and 4 of Conversion Franchise Addendum	Items 5, 6, 8 and 11
G.	Compliance with standards and policies/operating Manual	Section 6 of Franchise Agreement	Item 11
H.	Trademarks and proprietary information	Section 15 of Franchise Agreement	Items 8, 13 and 14
I.	Restrictions on products/services offered	Section 7(t) of Franchise Agreement	Items 8 and 16
J.	Warranty and customer service requirements	Section 7(k) of Franchise Agreement	Item 6
K.	Territorial development and sales quotas	Section 4 of Franchise Agreement	Item 12
L.	Ongoing product/service purchases	Sections 6, 7 and 8 of Franchise Agreement	Item 8
M.	Maintenance, appearance and remodeling requirements	Section 6 of Franchise Agreement	Not Applicable
N.	Insurance	Section 14 of Franchise Agreement	Items 6, 7 and 8
O.	Advertising	Sections 8, 9 and 10 of the Franchise Agreement	Items 6 and 11
P.	Indemnification	Sections 23, 29, and 30 of Franchise Agreement	Not Applicable
Q.	Owner's participation / management / staffing	Section 7(b), 7(m) of Franchise Agreement	Items 11 and 15
R.	Records and reports	Section 11 of Franchise Agreement	Item 6
S.	Inspections and audits	Section 11 of Franchise Agreement	Items 6 and 11
T.	Transfer	Section 18 of Franchise Agreement	Items 6 and 17
U.	Renewal	Section 3 of Franchise Agreement	Item 17
V.	Post-termination obligations	Section 17 of Franchise Agreement	Item 6 and 17
W.	Non-competition	Section 24 of Franchise Agreement	Item 17
X.	Dispute resolution	Section 28 of Franchise Agreement	Item 17

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Obligation		Section in Agreement	Disclosure Document Item
Y.	Conversion Franchisee's Obligations	Sections 5 and 6 of Conversion Franchise Addendum	Items 9, 11 and 17
Z.	Extra Territorial Obligations	Section 8(c) of Franchise Agreement	Item 12
aa.	Guaranty of franchisee obligations	Sections 7(b) and 7(aa) of Franchise Agreement, Exhibit D	Item 15
bb.	Spousal Non-Disclosure and Non-Competition Agreement	Section 26 of Franchise Agreement	Item 15 and Exhibit H

ITEM 10
FINANCING

Except as disclosed below, we offer no financing arrangements to MaidPro franchisees, and we do not receive payment or other consideration for the placing of financing. We do not guaranty any note, lease or obligation you enter into for your Franchised Business.

We may offer financing of up to the full amount of the Initial Franchise Fee as disclosed in Item 5 to prospects who meet our qualifications, including creditworthiness.

If you qualify and accept financing from us, you must sign the Promissory Note attached as Exhibit H to the Franchise Agreement. Your owners must guaranty the payment of all amounts you owe under the Promissory Note.

The Promissory Note will provide for payment by electronic funds transfer (EFT) in scheduled monthly installments of up to 24 months. We will charge interest at an annual rate of 12%. The Promissory Note may be prepaid at any time without penalty.

If you fail to make payment under the Promissory Note within 10 days after a payment date we may impose a late charge of 5% of the unpaid amount. If any payment is not made within 30 days after the due date we may impose an additional late charge of 5% of the unpaid amount plus a 5% late charge of the unpaid amount for each 30 day period that the amount remains unpaid. (Section 1)

Under the Promissory Note, you waive: (1) the right to claim or enforce any right of offset, counterclaim, recoupment or breach in any action brought to enforce your obligations under the Note (Section 6); (2) the right to demand, presentment for payment, notices of nonperformance or nonpayment, protest and notice of protest, notice of dishonor, diligence in bringing suit and notice of acceleration (Section 7); (3) questions of governing law, personal jurisdiction and convenience of forum and venue (Section 12 and 14); (4) trial by jury (Section 13); and (5) all claims that you may have against us and any persons and entities related to us, other than our obligations under the Franchise Agreement, accruing on or before the date of the Promissory Note (Section 16). If any of the events of default described in Section 5 of the Note occur, the entire unpaid principal and accrued interest, if any, of the Note will become immediately due and payable without further notice. Under Section 8 of the Note, you must pay all of our expenses and costs of collection, including attorneys' fees and expenses, court costs, costs of sale and costs of maintenance and repair we incur in connection with the enforcement of the Note, collection of amounts due and sale or other disposition of any collateral.

A default under the Franchise Agreement or any other agreement with us constitutes a default under the Promissory Note (Section 5). A default under the Promissory Note constitutes a default under the Franchise Agreement, which gives us the right, among other remedies, to terminate the Franchise Agreement.

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We may sell, assign or discount the Promissory Note. If we do assign the Promissory Note we will not remain primarily obligated under the Note. You will also lose all of your defenses against us as they relate to the Promissory Note as a result of the sale or assignment (Section 17).

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

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

Pre-Opening Assistance

Before you open your Franchised Business, we will:

1. Designate the Territory for your Franchised Business. (Franchise Agreement - Sections 2(a-b) and 4(a))

2. At your request, provide input regarding the site of your Franchised Business office location; however, you select the location for your office, subject to our consent. We will provide you with our site selection guidelines, which we may change. (Franchise Agreement – Section 7(g))

3. Provide to you in writing, or through our Manuals, or through other materials as we deem appropriate, our standards and specifications for certain items in your Franchised Business such as your insurance, trademarked materials, vehicles and uniforms and products and services you must offer. All supplies and products for use in your Franchised Business must meet any quality standards and specifications set forth in our Manuals. (Franchise Agreement - Sections 6(a) & (e); 7)

4. After training, provide you with access to our Manuals and Employee Training Materials ("Training Materials") and the MaidPro Software. (Franchise Agreement - Sections 5(g) and 6)

5. Train you in the MaidPro System by providing our Initial Training Program to you and one other person. (Franchise Agreement - Section 5(a)). This is described in more detail below.

Post-Opening Assistance

During the operation of the Franchised Business, we will:

1. Maintain a toll-free telephone number and call-routing system you may use to communicate and consult with us (according to our scheduling availability) about your Franchised Business; and, your customers (including potential ones) can use to contact you (see below for further details, including information on our call-routing system). (See Item 6 for your costs for this service.) (Franchise Agreement - Sections 5(e)).

2. Provide you with information about advertising and promotional programs. Our marketing department will develop ads for direct mail and print advertisements on a local level and coordinate regional or national campaigns at your request. (Franchise Agreement - Section 5).

3. Provide you with information about establishing and implementing administrative, bookkeeping, accounting and general operating procedures in the operation of the Franchised Business. (Franchise Agreement - Section 5). Except for National Accounts for which we set the prices, although we have the right to, we have no obligation to assist you in establishing prices, such as setting minimum and/or maximum prices at which you must sell products and services.

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4. Provide you with a license to use our proprietary cloud-based platform known as the MaidPro Software, which includes an add-on feature for marketing and customer communications we refer to as "MACS". (Franchise Agreement – Section 8(c) and End User License Agreement for MaidPro Software attached as Exhibit B to Franchise Agreement).

5. Provide technical and cybersecurity support services to you for the MaidPro Software. (Franchise Agreement - Section 8(c)).

Advertising Programs

We are currently collecting a monthly Brand Fund Fee. The Brand Fund Fee is 2% of your monthly Gross Consumer Sales. The Brand Fund Fee is non-refundable and is due at the time the Continuing Royalty is required to be paid. (For additional information, see Item 6 and Franchise Agreement - Sections 8(f), 8(h)).

Brand Fund Fees are paid into the Brand Fund which is administered by us. The purpose of the Brand Fund is to develop programs that benefit the MaidPro brand. This means we may use monies in the Fund for any purpose that promotes the MaidPro name or any other names we choose to use in the MaidPro System, including the creation, production and placement of commercial advertising; to pay for agency costs and commissions; to pay the costs to create and produce video, audio and written advertisements; to pay for direct mail and other media advertising, including internet advertising, internet search engine campaigns, direct email marketing, and the cost to maintain and update our websites, web pages, social media and social networking sites, profiles and accounts; for the costs to create and maintain any applications, whether web-based or otherwise, and for the costs of search engine optimization; in-house staff assistance and related administrative costs; local and regional promotions; public relations campaigns including the cost of retaining public relations firms; market research; and other advertising and marketing activities. We may also use money in the Fund to pay for coaching and training for the franchisees in marketing, advertising, recruiting and sales. It is our responsibility to determine how monies in the Brand Fund are spent. (Franchise Agreement – Section 9(b))

We will decide whether to use advertising agencies and which ones or whether to create advertising materials in-house; and decide which media to use, which may include Internet, print, radio, television, direct mail, or local in-store promotions. The Brand Fund will prepare annual income and expense statements. Income and expense statements will be available to you upon request. Excess funds not spent in any given fiscal year will be carried forward to the next fiscal year. If any taxes become due based upon the activities of the Brand Fund, these taxes may be paid out of the funds in the Brand Fund. We can terminate the Fund only after all monies have been spent for advertising and promotion. As our franchise system expands, we may create an advertising council. (Franchise Agreement – Section 9(b))

All MaidPro franchisees must contribute to the Brand Fund based on the terms of their Franchise Agreement. Neither we nor our affiliates have any obligation to contribute to the Brand Fund for MaidPro businesses operated by us or our affiliates. No portion of the funds collected will be used principally to sell franchises. However, a brief statement about availability of information regarding the purchase of MaidPro franchises may be included in advertising and other items produced and/or distributed using the Brand Fund. We may collaborate with the advertising and marketing funds of certain franchise systems affiliated with us. There can be no assurance that the Brand Fund's participation in these collaborations and joint efforts will benefit MaidPro franchisees proportionately or equivalently to the benefits received by the other franchised businesses or the other franchised systems affiliated with us that also participate. We are not obligated to make proportionate expenditures of your contributions per market area or otherwise. (Franchise Agreement – Section 9(b)). We do not guarantee that expenditures from the Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We may, but have no obligation to, loan

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amounts to the Fund and can determine the repayment obligation of the Fund, including interest rate of the loan and repayment terms, as we see fit.

During 2022 Brand Fund amounts (which were formerly referred to as Advertising Fees) were spent as follows: Marketing, 10.7%; Production and Agency Services, 53.7%; Administrative Costs, 36.6%.

You must participate in and comply with all of our policies regarding the use and acceptance of customer referral, loyalty and/or rewards programs, which we may develop in the future for the purposes of promoting the MaidPro System. (Franchise Agreement - Section 7(h))

You may only use advertising and marketing in such media and such type and format as we have prescribed or approved. (Franchise Agreement, Section 9) You may not use any advertising or marketing plans or materials until you have received our approval, according to the procedures and terms described in the Franchise Agreement. You must use the Marks as we develop them and license them to you. You must obtain our written consent before using our Marks in any way, except for materials we provide to you or have previously approved (and not subsequently disapproved) in writing. You cannot use any mark that could be confused with our Marks. If we replace, add to or modify our Marks, you must update or replace your signs, supplies, etc. to reflect the new Marks, in the time frame we provide at the time of such change. (Franchise Agreement - Section 15)

You must develop and conduct, at your own expense, your own advertising programs at the local level. For the first 24 months after opening of your Franchised Business, you must spend a minimum of $3,000 each month on local advertising. You must spend the amounts required by the Operations Manual in relation to your Gross Consumer Sales. Advertising includes the use of newspaper inserts, door-hanging advertisements, direct mail, display advertising and other methods we deem fit. All local advertising must comply with our guidelines for advertising as specified in our Manuals. You cannot use your own marketing material without our prior written consent. You must submit to us, in a format that we prescribe and at a time and schedule that we prescribe in our Manuals, reports showing your expenditure for all marketing and advertising. You will provide to us, for our approval, any and all advertising and promotional material prepared by you, and shall not publish, display or otherwise use any such materials without our prior written approval. (Franchise Agreement – Section 9(a))

We may have available advertising and promotional materials for sale. All prices will be subject to change at any time. You have no obligation to purchase any of our advertising and promotional materials. (Franchise Agreement – Section 9(a))

We currently do not have any advertising cooperatives and have no plans to form such cooperatives in the immediate future. You must join and actively participate in any organizations or associations of franchisees or advertising cooperatives that we establish or that are established at our direction for the purpose of promoting, coordinating, and purchasing advertising in local, regional, or national areas where there are multiple MaidPro Franchised Businesses.

Confidential Manuals

Upon your request, we will permit you to view our Confidential Manuals, at our headquarters before you sign the Franchise Agreement. The Manuals are confidential and our property. (Franchise Agreement, Sections 6(a) and 6(b))

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Computer Equipment, Software, Hardware, and Systems

You must, at your own expense, purchase or lease and install computer equipment, with full internet access, to run our management software. You must license from us our proprietary MaidPro Software, for managing your business – including marketing, sales and service (see Franchise Agreement Section 5(g)). You must enter into an agreement to use the MaidPro Software in your Franchised Business (see Franchise Agreement –Exhibit B). You will be provided with four user licenses. If you would like to purchase additional licenses, the cost is $25 per month per license. You must also license from us our preferred financial management software to track sales and provide reporting. The current monthly fee for this software is $18 per month. You must also obtain branded emails. You are provided with four but you can purchase additional licenses for $6 per month per license.

Your data can be accessed by us for any reason (see Franchise Agreement Section 11(j)). We reserve the right to require you, at your expense and in the timeframe determined by us, to update or upgrade the hardware and or software you use to conform to new standards or specifications, and we have no limitations on our ability to do so. You must keep your computer equipment in good repair, and you are responsible, at your own expense, for the ongoing maintenance and repairs for your computer equipment and internet. (Franchise Agreement - Sections 5(g); 8(c); 11(j))

Unless otherwise indicated, the MaidPro Software will be accessible via the web-based cloud application 24 hours a day, 7 days a week, except for scheduled maintenance, updates, changes, required repairs, and except for any loss or interruption due to causes beyond our control or which are not reasonably foreseeable by us, including, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. In the event of any loss or interruption of the software, our sole and exclusive liability will be only for loss or interruption due to (i) causes resulting from our failure to maintain and/or repair the application, (ii) other causes exclusively within our control, or (iii) causes reasonably foreseeable by the us, and which loss or interruption exceeds a continual period of 24 hours. Your sole and exclusive remedy will be a credit against future software fees required by us, if any, equal to a pro-rata portion of said software fees for the period of downtime. (Franchise Agreement – Section 5(g))

We estimate the cost of the computer hardware and software discussed above to range between $650 and $2,300. We estimate the annual cost of any optional or required maintenance, updating, upgrading or support contracts to range between $275 and $750.

We have the right to utilize an on-line computer monitoring system to remotely access your records to monitor your productivity on your computer and we have no limitations on our ability to do so. (Franchise Agreement - Section 11(j))

Neither we, nor any affiliate nor any third party has an obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer systems.

Telephone Numbers and Directory Listings

You may have as many local telephone numbers and telephone directory listings for your Franchised Business as you choose. However, we will own all rights to the telephone listings, and you must transfer them to us on the expiration, termination, repurchase or transfer of your franchise, at your expense. You must sign an authorization that grants us the right to change, transfer, or terminate your telephone listings on your behalf upon expiration, termination, repurchase, or transfer of your franchise. (Franchise Agreement – Section 17(l))

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Internet and Website Use

We restrict, designate, and have the right to approve or control your electronic and social media activities, if any, including Internet. We alone may establish, maintain, modify, or discontinue all internet, worldwide web and electronic commerce activities pertaining to the MaidPro System. We may require that you utilize e-commerce products or services designated by us. You are prohibited from producing and or posting any website, web pages, web videos or anything on the web for use with the Franchised Business, unless specific written permission is given by us or it complies with all of our requirements. You must promote only the main corporate website, which is currently www.maidpro.com (see Franchise Agreement - Section 7(v)), unless specific written permission is given by us. You must sign an authorization that grants us the right to change, transfer, or terminate your email addresses, domain names and comparable electronic identities, on your behalf upon expiration, termination, repurchase, or transfer of your Franchised Business. (Franchise Agreement – Sections 7(v); 17(l))

Location Selection

You will select the location for the office of your Franchised Business, subject to our consent. We will provide you with our site selection guidelines, which may change from time to time. We will designate your Territory for your Franchised Business and attach it as Exhibit A to your Franchise Agreement. Your office must be located in this Territory. You must operate the Franchised Business only from the approved location within your Territory, or if we approve, from an adjacent and contiguous territory of another Franchised Business you own and operate, but only so long as we determine that operation from the office in the other territory will not impair your ability to service customers in the territory granted with this franchise. We will have 14 days after receipt of information and materials we require from you to approve or disapprove the proposed site as the location for the Franchised Business. If we do not disapprove a proposed site by written notice to you within this time period, the site will be deemed disapproved. If we do not approve your location, you cannot open the Franchised Business. In approving a location for the Franchised Business, we consider various factors, such as proximity to employees and customers, demographics, property desirability and the area surrounding the proposed location. (Franchise Agreement – Sections 2(a); 7(f)). You have 6 months from the signing of your Franchise Agreement to obtain our approval of a location for your Franchised Business. If you do not obtain our approval of the location within this time period we can terminate your Franchise Agreement (Franchise Agreement – Section 16(a)(ii)) and retain all amounts you paid to us and our affiliates.

You must maintain your location in an attractive and orderly condition in accordance with the standards in our Manual. You must adhere to our standards of professional content in all interactions with the public. (Franchise Agreement – Sections 7(g); 7(n)). You must operate your Franchised Business from a location that we have approved within the Territory. (Franchise Agreement – Section 7(g))

Length of Time to Open the Franchised Business

Our franchisees typically open for business 90 to 120 days after signing the Franchise Agreement, or within 30 days after the completion of the Initial Training Program. Factors that affect this time usually include, obtaining a satisfactory office location, completion of the Initial Training Program, and normal business start-up considerations. If you fail to open your Franchised Business within 6 months of signing the Franchise Agreement, we can terminate the Franchise Agreement. (Franchise Agreement – Section 16(a)(ii)). If we terminate your Franchise Agreement we can retain any fees or others amounts you or your affiliates paid to us.

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The Initial Training Program and Other Training

Initial Training Program

You, or your Operating Principal (if you are an entity), must successfully complete our Initial Training Program to our satisfaction, before you may open your Franchised Business. Our Initial Training Program is a self-paced program conducted via the telephone and the MaidPro Intranet, and In-House Corporate Training (see below) held at our headquarters in Boston, Massachusetts, or another location designated by us, or by remote/virtual means. Training is scheduled as needed. We do not charge for the Initial Training Program for you or your Operating Principal and one additional attendee; however, you are solely responsible for all costs incurred for attendees including travel, lodging, meals, transportation, and wages. If you would like to send additional personnel you may as long as we have room and you pay the training fee for them, which is currently $500 per person. Your costs and expenses for the Initial Training Program are discussed in detail in Item 6. We estimate the Initial Training Program will consist of approximately 200 hours, as described below. (Franchise Agreement – Section 5(a-b))

Your Franchise Agreement may be terminated if, for any reason, you or your Operating Principal do not successfully complete the Initial Training Program to our satisfaction within 120 days after you sign your Franchise Agreement. If this occurs we can terminate your Franchise Agreement and retain all amounts you have paid to us. (Franchise Agreement – Section 5(a)). We will not reimburse you any of your costs or expenses you incur to attend or participate in the Initial Training Program, nor costs related to opening the Franchised Business. (Franchise Agreement – Sections 5(a); 16(a)(ii))

Initial Training Program – Self Study

The Initial Training Program includes a self-paced program conducted via remote/digital means. We expect the Initial Training to take you 8-12 weeks to complete, but this could vary depending on how much time you can devote to training and how quickly you are able to absorb the materials. You will receive a Startup Checklist to guide you through the process. The checklist will require you to complete tasks on your own, as well as participating in training calls with members of our training team. The instructional materials used in the Initial Training Program include our confidential Operations Manual and the MaidPro Intranet. (Franchise Agreement – Section 5(a)) The Initial Training Program includes instruction in the following subject matters:

INITIAL TRAINING PROGRAM – SELF STUDY

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
The MaidPro Model & Support	25	0	Via Telephone, Intranet & Web-Conference
Managerial & Financials	25	0	Via Telephone, Intranet & Web-Conference
Marketing & Advertising	30	0	Via Telephone, Intranet & Web-Conference
Product, Supplies & Operations	55	0	Via Telephone, Intranet & Web-Conference
Technology & Software	20	0	Via Telephone, Intranet & Web-Conference
Total Hours:	**155**	**0**	

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Initial Training Program – In-Person

Our Initial Training Program also includes no less than 5 days of in-person training and includes instruction in the following subject matters:

IN-HOUSE CORPORATE TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
The MaidPro Model & Support	10	0	Boston, MA or Alternative
Managerial & Financials	5	1	Boston, MA or Alternative
Marketing & Advertising	2.5	2	Boston, MA or Alternative
Product, Supplies & Operations	8.5	11.5	Boston, MA or Alternative
Technology & Software	1.5	0	Boston, MA or Alternative
Total Hours:	**27.5**	**14.5**	

TOTAL ESTIMATED INITIAL TRAINING PROGRAM – 197 HOURS

It is the nature of the Franchised Business that all aspects of training are integrated, that is, there are no definitive starting and stopping times. Time and content are subject to change without notice. You will be scheduled for your Initial Training Program by written notice. Cancellation policies will be included in the written notice of class schedules. The instructional material used in the Initial Training Program is our confidential Operations Manual and the MaidPro Intranet. We may provide some or all of this training virtually at our discretion.

The primary instructor that conducts our training are our corporate staff members identified in Item 2, led by Jen Hartberger, our On-Boarding and Launch Manager. Occasionally, the individuals instructing the training may vary, but all of our instructors must have at least 1 to 3 years of relevant work experience. Ms. Hartberger has been with us for slightly more than one year. Before joining us Ms. Hartberger spent approximately 6 years in franchise onboarding and employee training in the franchising and entertainment industries.

Conferences and Training Sessions

We, at our option, will conduct conferences or training sessions (Franchise Agreement – Section 5(g)). We may charge registration fees to subsidize the costs associated with performing these activities (see Item 6 for fees and costs). You may be required to attend the conferences or training sessions/programs. We may, at our option conduct a Convention that you must attend. You must pay the registration fee for the Convention regardless of whether you attend. If you own and operate more than one Franchised Business, You will only be responsible for paying a single registration fee. You are solely responsible for paying all related expenses, including travel, transportation, food/meals, hotel/lodging and wages (with payment to be made at the time and upon the terms specified by each vendor) while attending the conferences, conventions, and training sessions/programs. (Franchise Agreement – Section 5(d))

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Subsequent Initial Training

After your, or your Operating Principal's, successful completion of the Initial Training Program, you can designate additional persons to attend other sessions of the Initial Training Program held in conjunction with our Initial Training Program schedule for other MaidPro System franchise owners. You must pay us a Subsequent Initial Training Fee of $500 per person or our then-current fee for such training, before the beginning of any such Subsequent Initial Training Program, for each additional person/designee to attend the Subsequent Initial training Program, which will be offered on an "as available/space available" basis. You will be solely responsible for payment of all costs and expenses incurred by your personnel/designee during attendance of said Subsequent Initial Training Program including, without limitation, travel, transportation, hotel/lodging and food/meal expenses. All executive, administrative and marketing personnel employed by you in the Franchised Business must successfully complete the Initial Training Program within 90 days following the date on which they commence work. We may approve you to provide the Initial Training to these individuals. (Franchise Agreement – Section 5(c))

ITEM 12
TERRITORY

You will be awarded and may serve customers within a "Territory" which will be delineated by one or more of the following: zip codes; hard boundaries, such as streets, highways, rivers or other identifiable physical boundaries; or Census Tract. A Territory is a defined geographical area containing a certain number of "Qualified Households" at the time of the grant of the MaidPro franchise. A Qualified Household is a household with gross annual income over $100,000.00. 45,000 "Qualified Households" is the approximate number within any Territory. Currently, the source of data we use to determine the number of "Qualified Households" within any Territory is census data and customer analytic profiling. We may change our demographics provider at our discretion. Before you sign the Franchise Agreement, you will be given a written description of your Territory and the number of Qualified Households in it (see Exhibit A) to the Franchise Agreement.

You must operate the Franchised Business from only one location we approve within your Territory. You must receive our prior written approval before opening additional offices or relocating from this location.

We will not establish or license another to establish any other MaidPro franchised businesses that are physically located within your Territory while your Franchise Agreement is in effect and you are not in default. Except when advertising cooperatively with others (see Item 11), you may not advertise or solicit sales or accept orders within the territory of another MaidPro franchisee. You may not perform services for customers geographically located within another MaidPro franchisee's territory.

With our permission, which we may withdraw at any time, you may perform services for customers geographically located outside of your Territory, so long as the customer is not geographically located within a territory assigned to another franchisee or affiliate of ours, and you pay an additional royalty, currently 2.5% of your monthly Gross Consumer Sales, for such customers. While we do not recommend "out of Territory" marketing, if you have our permission to service outside the Territory, we do not restrict your use of other channels of distribution, such as the Internet, telemarketing, or other direct marketing, to make sales outside your Territory so long as the customer is not located in another franchisee's territory.

As long as you are in compliance with the terms and conditions of the Franchise Agreement, we will not alter your territorial rights described above; however, if you fail to satisfy the terms and conditions in the Franchise Agreement, we may develop the MaidPro System and business in your Territory. Your territorial rights are not dependent on achievement of a certain sales volume or market penetration or any other contingencies; however, you must pay us a minimum royalty as discussed in Item 6 and if you fail to meet

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the minimum required Gross Consumer Sales target in any 12 month period we can terminate your Franchise Agreement. You retain the rights to your Territory even if the population in the Territory increases. Neither we nor an affiliate operate, franchise or have current plans to operate or franchise, a business under a different trademark that sells or will sell goods or services similar to those a MaidPro franchisee will sell.

Reserved Rights

Among other things, we and our affiliates have the right to (a) establish or license franchises and/or company-owned residential and commercial cleaning and other related services businesses offering similar or identical products and services, and using the MaidPro System or elements of the System: (i) under the Marks anywhere outside of the Territory or (ii) under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Territory; (b) sell or offer, or license others to sell or offer, any products and services using the Marks or other marks through any similar and dissimilar channels of distribution, including, without limitation, through telephone, mail order, kiosk, retail, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce, for distribution inside and outside of the Territory; (c) advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside of the Territory; and (d) acquire, be acquired by, or merge with other companies with existing cleaning businesses, and other related services anywhere (including inside or outside of the Territory) and, even if such businesses are located in the Territory, provided the other businesses to continue to operate under another name. We will not compensate you for any of our activities, including soliciting or accepting orders in your Territory, even if they have an impact on your Franchised Business.

National Accounts

We retain the right to approach and solicit customers within your territory, regardless of whether you currently provide services to them, to develop them as a national account ("National Account"). A National Account is a customer or group of customers or a potential customer that operates under common ownership or control, or under the same trademarks or service marks through independent franchisees, independent dealerships, or some other association as we may designate, and which operates in two or more locations that are not exclusively within the territory of one MaidPro franchisee.

We retain the exclusive right to negotiate National Accounts and set the contract terms, conditions, and prices. If you have a pre-existing relationship with a National Account location in your Territory and it is willing to allow it, you may continue to provide services to that location under the terms of its existing arrangement with you.

Unless we independently determine that you are unable to provide the services needed to maintain a specific National Account location in your Territory, we will notify you in writing of the opportunity to service that National Account location under the terms, conditions and prices that we and the National Account have contracted to. Within 10 days of this notice, you must notify us in writing whether or not you accept the duties, obligations and rights under the National Account contract and will render such services to the National Account location at the prices in the contract (these prices may be less than the prices normally charged by you to your customers). Your failure to timely respond to any notice will constitute your election not to service the National Account location in your Territory.

We may, directly or through our designee, service any National Account location in your Territory that you decline to service or that we independently determine you cannot adequately service.

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You will not receive 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 we control.

ITEM 13
TRADEMARKS

The principal MaidPro commercial symbol which we will license to you appears on the cover of this disclosure document.

You may also use any other current or future trademarks that we may designate to identify the MaidPro Franchised Business. By trademark, we mean trade names, trademarks, service marks, URLs, domain names, website addresses, email addresses, digital cellular addresses, wireless web addresses and the like and associated logos, designs, symbols, trade dress and other commercial symbols and logos used to identify your Franchised Business.

The following is a description of the principal trademarks registered on the Principal register of the United States Patent and Trademark Office (USPTO), and which we will license to you:

Mark	Registration No.	Registration Date
MaidPro	3,487,518	August 19, 2008
maidpro.	4,267,920	January 1, 2013

Presently, there are no other effective determinations of the USPTO or of the trademark administrator of any state or court, of any pending interference, opposition, or cancellation proceedings involving any of the above referenced trademarks. Nor are there any pending proceedings of material federal or state litigation involving these trademarks and their use. All registrations have been renewed on a timely basis and all appropriate maintenance affidavits have been filed with the USPTO. We do not know of any superior prior rights or infringing uses that could materially affect your use of the principal trademarks discussed above.

You must notify us immediately when you learn about an infringement of, or challenge to your use of, our trademarks. We have no obligation to protect your right to use any of our trademarks or to protect you against claims of infringement or unfair competition arising out of use of the trademarks. You must notify us of the use of, or claims of rights to, a trademark that is identical to or confusingly similar to our trademarks. If you notify us, we have no obligation under the Franchise Agreement to take any action, but we may. We, not you, have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. If we elect to control the defense and settlement of a claim we will indemnify you against all damages you are held liable in the proceeding as long as you cooperate fully with us in the defense of the proceeding. But we will not indemnify or reimburse you if we have elected not to assume or control the defense and settlement of the claim, or if the claim against you arises out your use of the trademarks in violation of the Franchise Agreement.

You must modify or discontinue the use of a trademark if we modify or discontinue it. You have no right to any compensation from us or other remedies against us in the event of modification or discontinuation of the trademarks. You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

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ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We have no patents nor patent applications pending that are material to a MaidPro franchise.

We claim trade secret and copyright protection for our Manuals, licensed proprietary software, information contained on our Website, and other printed and advertising material contained in the MaidPro System. These copyrights have not been registered with the United States Registrar of Copyrights. We grant you the rights to use these items for the term of the Franchise Agreement. You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the materials we claim copyright protection in. Nor are there any agreements currently in effect which significantly limit our right to use or authorize franchisees to use the copyrighted materials. Furthermore, there are no infringing uses actually known to us which could materially affect a franchisee's use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interests of the MaidPro System.

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

You, or your Operating Principal, must directly supervise your MaidPro Franchised Business at all times. You must maintain business times and hours as we may specify in the Operations Manual. You or your Operating Principal must successfully complete our training program and, after completion of the training, must devote full-time energy and best efforts to the operation of the Franchised Business. You, or your Operating Principal, must perform the tasks of management full-time within your Franchised Business. A manager must be approved by us and successfully complete our Initial Training Program before undertaking management of the Franchised Business. The manager is not required to have an equity interest in the franchise. You must inform us of any changes in the management of your Franchised Business.

You will have sole responsibility for your employees and all acts of your employees, and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment. You must disclose to each of your employees in writing, in a form approved by us in advance, that we are not a "joint employer" of your employees and you acknowledge that we do not control your personnel policies.

We grant franchises to individuals and newly organized business entities that only operate the MaidPro Franchised Business. If you purchase the Franchised Business as an individual with our prior written permission, the Franchise Agreement may be assigned to a business entity that only operates the MaidPro Franchised Business, and only if the business entity is newly organized by you and you own all of the equity and control all voting rights and powers of the business entity. An assignment is made by executing an assignment agreement in a form approved by us in which you, individually, and the business entity agree to be bound jointly and severally by all the provisions of the Franchise Agreement and agree to provide information and documentation concerning the formation of the business entity, its articles, bylaws, operating agreements, resolutions, stockholders, members, partners, directors and officers as applicable to us. Further, all issued and outstanding ownership documents of this business entity must bear a legend stating that they are bound by the terms of the Franchise Agreement. Even if the franchise is assigned to a business entity, you or the Operating Principal, must continue to participate in the day-to-day operation of

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the Franchise and you, individually, must personally guaranty the Franchisee's obligations to us (see Guaranty Agreement attached to the Franchise Agreement). We do not require your spouse or domestic partner to sign the Franchise Agreement or Guaranty Agreement, but we do require that your spouse or domestic partner sign the Spousal Non-Disclosure and Non-Competition Agreement, attached as Exhibit H to this disclosure document.

All executive, administrative and marketing personnel actively involved in the management or operation, of the Franchised Business must attend and successfully complete our Initial Training Program (as described in Item 11).

ITEM 16
RESTRICTIONS ON SERVICES OFFERED BY FRANCHISE

You must offer and provide all the products and services we require. You may not offer or provide any products and services not authorized by us. You are specifically limited to providing approved products and services to customers who are located in your Territory, unless we otherwise agree. If you are servicing a customer outside of your Territory and we grant a franchise to another with a Territory that includes this customer, you must cease servicing the customer and inform the other franchisee whose new Territory includes this customer of the service and needs of this customer to allow the new franchisee to properly and timely service this customer. You must cease service to this customer, and you will receive no compensation for your loss. We may add additional products and services you must offer and can withdraw any products or services we authorize you to provide. You may not use the MaidPro System or our network of franchisees for any purpose not specifically authorized by us.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision		Section in Franchise Agreement	Summary
A.	Length of the Franchise term	Section 3(a)	5 years.
B.	Renewal or extension of the term	Section 3(b-d)	If you meet the renewal conditions you may enter into a renewal term of 5 years.
C.	Requirements for Franchisee to renew or extend	Section 3(d)	Timely written notice of election to renew, no default under current agreements, sign our then-current franchise agreement, which may contain materially different terms and conditions than your original Agreement, including royalties, pay renewal fee.
D.	Termination by Franchisee	None	You can terminate the Franchise Agreement under any grounds permitted by applicable state law.
E.	Termination by Franchisor without cause	None	Not Applicable.
F.	Termination by Franchisor (with cause)	Section 16(a)	We can terminate only if you default under the Franchise Agreement (subject to local state law).

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Provision		Section in Franchise Agreement	Summary
G.	"Cause" defined - defaults which can be cured	Sections 16(a) (i) and (xi)	Upon written notice from us of noncompliance, you have 10 days to cure breach of certain terms of the Franchise Agreement.
H.	"Cause" defined - defaults non-curable defaults	Sections 16(a)(ii)- (xviii)	Non-curable defaults; failure to obtain our approval of the location of your Franchised Business or failure to commence operation, in either case, within 6 months from the date of signing the Franchise Agreement or failure to successfully complete initial training within 6 months of payment or down payment, as applicable, of Initial Franchise Fee, conviction of felony, conduct business in the territory of another franchisee, repeated defaults even if cured, insolvency, failure to report, abandonment, trademark misuse and unapproved transfers, default by you under any other agreement with us where the default would have permitted us to terminate that Agreement, failure to comply with any law, failure to meet the minimum required Gross Consumer Sales target for a period of six months.
I.	Franchisee's obligation on termination/non-renewal	Section 17	Obligations include complete de-identification, including removal of marks from any signage or other advertising, cancellation or transfer of business registrations and e-names, payments of amounts due, return of all materials, cancel all registrations and delivery of all customer information (also see R below).
J.	Assignment of contract by Franchisor	Section 20	No restriction on our right to sell or assign the Franchise Agreement in whole or part. However, no assignment will be made by us, except to an Assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.
K	"Transfer" by Franchisee -defined	Section 18	Includes transfer or assignment of the Franchise Agreement, the franchise, the Franchised Business, or any part.
L.	Franchisor's approval of transfer by Franchisee	Section 18(a)	We must approve all transfers, but will not unreasonably withhold approval, if conditions are satisfied.
M.	Conditions for Franchisor's approval of transfer	Section 18(d)	New franchisee must qualify, pay transfer fee, purchase agreement approved, training arranged unless we waive it, release signed by you, and current agreement signed by new franchisee (also see R below).
N.	Franchisor's right of first refusal to acquire your business	Section 18(b)	We can match any offer for your Franchised Business.
O.	Franchisor's option to purchase your assets	Section 19	Upon termination or expiration, we have option to purchase assets of the Franchised Business at net depreciated book value. We have 30 days to exercise our option.
P.	Death or disability of Franchisee	Section 22	Your heirs, beneficiaries, devisees, or legal representative can apply to us to continue operation of the Franchised

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Provision		Section in Franchise Agreement	Summary
			Business, or sell or otherwise transfer your interest in the Franchised Business within 180 days of your death or incapacity. In this case, we can operate the Franchised Business and you must pay us for our representatives operating the business.
Q.	Non-competition covenants during the term of the Franchise	Section 24	Without our prior approval, no involvement in a competing cleaning services business anywhere or in any business anywhere that offers or sells products or services offered by franchises franchised by any of our affiliates (subject to state law).
R.	Non-competition covenants after the franchise is terminated or expires	Sections 17(a), 24, and 27	No involvement in a competing business for 18 months in your former Territory, including from the office of the Franchised Business, or in any immediately adjacent and contiguous territory of any MaidPro franchisee. (Subject to state law). We consider a competing business to be any business or other venture that provides cleaning services.
S.	Modification of the franchise agreement	Section 21 and 38	No modification of the Franchise Agreement unless you and we agree in writing. We may modify the Manuals and any parts of the System if necessary.
T.	Integration/merger clause	Section 38	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). No other promises are enforceable. However, nothing in the Franchise Agreement or in any related document is intended to disclaim our representations made in this disclosure document.
U.	Dispute resolution by arbitration or mediation	Section 28	Except for certain claims, all disputes must first be submitted to mediation. If the mediation is unsuccessful, all continuing disputes must be arbitrated before the American Arbitration Association closest to our office. (Subject to state law)
V.	Choice of forum	Section 28	Litigation must be in the state courts of Massachusetts and/or the United States District Courts sitting in Massachusetts. (Subject to state law)
W.	Choice of law	Section 28	Massachusetts law applies. (Subject to state law)

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC 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 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

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of an existing outlet that 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.

This Item 19 provides Gross Consumer Sales for all MaidPro franchisees open and operating as of December 31, 2022 for which we were provided sales data by the franchisee. We excluded from this Item six franchisees for which we were not provided sales data by the franchisee. We have also excluded 19 franchisees making up 24 territories, that were not open as of December 31, 2022 because they closed in 2022, two of which were open for less than 12 months before closing.

We have changed the assignment and definition of territories various times since we began offering franchises in 1997. At times in the past we have offered territories comprising 20,00, 35,000, 40,000 and 80,000 qualified households, where a qualified household had a gross annual income of $75,000 or more. In the past we have also permitted franchisees to purchase individual blocks of qualified households in amounts less than 20,000, where a qualified household had a gross annual income of $75,000 or more. In January 2023 we changed our territory offering. We currently offer a territory comprising approximately 45,000 qualified households, where a qualified household has a gross annual income of over $100,000. The information below shows Gross Consumer Sales for the franchisees identified below, grouped according to the range of qualified households in each franchisee's territory or territories based on the current definition of a qualified household.

2022 GROSS CONSUMER SALES

Franchisees Operating with Under 20,000 Qualified Households		
Franchisees	**Territories**	**2022 Gross Consumer Sales**
Franchisee No. 1	1	458,211
Franchisee No. 2	1	92,493
Franchisee No. 3	1	31,408
Franchisee No. 4	1	320,867

Franchisees Operating with Between 20,000 and 40,000 Qualified Households		
Franchisees	**Territories**	**2022 Gross Consumer Sales**
Franchisee No. 1	1	293,668
Franchisee No. 2	1	1,426,499
Franchisee No. 3	1	324,441
Franchisee No. 4	1	578,522
Franchisee No. 5	1	8,458
Franchisee No. 6	1	445,474
Franchisee No. 7	1	547,320
Franchisee No. 8	1	81,812
Franchisee No. 9	2	532,905
Franchisee No. 10	1	417,816
Franchisee No. 11	1	33,129
Franchisee No. 12	1	544,894
Franchisee No. 13	1	202,155
Franchisee No. 14	2	40,121.99
Franchisee No. 15	2	374,933
Franchisee No. 16	1	539,649
Franchisee No. 17	1	65,326
Franchisee No. 18	1	316,431
Franchisee No. 19	1	945,555
Franchisee No. 20	1	9,122

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Franchisee No. 21	1	333,925
Franchisee No. 22	1	235,332
Franchisee No. 23	1	523,175
Franchisee No. 24	1	338,124
Franchisee No. 25	1	197,904
Franchisee No. 26	1	624,873
Franchisee No. 27	1	326,096

Franchisees Operating with Between 40,001 and 50,000 Qualified Households		
Franchisees	**Territories**	**2022 Gross Consumer Sales**
Franchisee No. 1	1	384,518
Franchisee No. 2	1	600,241
Franchisee No. 3	2	652,099
Franchisee No. 4	1	153,873
Franchisee No. 5	1	494,460
Franchisee No. 6	1	386,532
Franchisee No. 7	2	660,078
Franchisee No. 8	1	680,994
Franchisee No. 9	1	612,310
Franchisee No. 10	1	326,159
Franchisee No. 11	1	501,006
Franchisee No. 12	1	784,627
Franchisee No. 13	1	136,605
Franchisee No. 14	1	624,326
Franchisee No. 15	1	924,794
Franchisee No. 16	1	52,082
Franchisee No. 17	1	1,040,435

Franchisees Operating with Between 50,001 and 60,000 Qualified Households		
Franchisees	**Territories**	**2022 Gross Consumer Sales**
Franchisee No. 1	1	775,230
Franchisee No. 2	1	184,857
Franchisee No. 3	1	635,142
Franchisee No. 4	2	441,757
Franchisee No. 5	1	248,345
Franchisee No. 6	1	141,136
Franchisee No. 7	1	445,526
Franchisee No. 8	1	493,182
Franchisee No. 9	1	220,863
Franchisee No. 10	1	220,863
Franchisee No. 11	1	164,906
Franchisee No. 12	1	1,327,105
Franchisee No. 13	1	1,437,994
Franchisee No. 14	2	915,798
Franchisee No. 15	1	779,176
Franchisee No. 16	2	170,640
Franchisee No. 17	1	332,608

Franchisees Operating with Between 60,001 and 80,000 Qualified Households		
Franchisees	**Territories**	**2022 Gross Consumer Sales**
Franchisee No. 1	1	475,822
Franchisee No. 2	1	769,396

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Franchisee No. 3	1	596,354
Franchisee No. 4	1	298,772
Franchisee No. 5	2	560,036
Franchisee No. 6	1	91,192
Franchisee No. 7	1	252,408.70
Franchisee No. 8	3	1,620,056
Franchisee No. 9	2	830,836
Franchisee No. 10	1	704,352
Franchisee No. 11	1	303,712
Franchisee No. 12	2	1,139,855
Franchisee No. 13	2	139,615
Franchisee No. 14	2	751,325
Franchisee No. 15	1	236,333
Franchisee No. 16	2	630,463
Franchisee No. 17	2	977,839

Franchisees Operating with Between 80,001 and 100,000 Qualified Households		
Franchisees	**Territories**	**2022 Gross Consumer Sales**
Franchisee No. 1	3	1,252,990
Franchisee No. 2	2	1,424,317
Franchisee No. 3	2	935,263
Franchisee No. 4	2	355,186
Franchisee No. 5	1	1,233,521
Franchisee No. 6	2	1,123,198
Franchisee No. 7	1	324,435
Franchisee No. 8	2	568,354
Franchisee No. 9	1	656,006
Franchisee No. 10	2	934,298

Franchises Operating with Between 100,001 and 150,000 Qualified Households		
Franchisees	**Territories**	**2022 Gross Consumer Sales**
Franchisee No. 1	3	634,879
Franchisee No. 2	1	561,265
Franchisee No. 3	1	1,013,230
Franchisee No. 4	1	713,877
Franchisee No. 5	1	443,728
Franchisee No. 6	1	235,079
Franchisee No. 7	2	857,463
Franchisee No. 8	2	869,062
Franchisee No. 9	1	99,619
Franchisee No. 10	1	564,757
Franchisee No. 11	2	1,045,255
Franchisee No. 12	3	994,504
Franchisee No. 13	2	900,266
Franchisee No. 14	2	684,356
Franchisee No. 15	1	460,442.52
Franchisee No. 16	2	698,810
Franchisee No. 17	3	957,444
Franchisee No. 18	1	915,891
Franchisee No. 19	2	702,772

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Franchisees Operating with Between 150,001 and 200,000 Qualified Households		
Franchisees	**Territories**	**2022 Gross Consumer Sales**
Franchisee No. 1	1	870,827
Franchisee No. 2	2	1,188,547
Franchisee No. 3	1	384,680
Franchisee No. 4	4	1,656,407
Franchisee No. 5	3	1,018,727
Franchisee No. 6	6	1,582,168
Franchisee No. 7	4	818,924
Franchisee No. 8	2	604,693
Franchisee No. 9	1	614,786
Franchisee No. 10	1	1,559,955
Franchisee No. 11	6	2,109,521
Franchisee No. 12	2	939,139
Franchisee No. 13	2	899,051

Franchisees Operating with Between 200,001 and 300,000 Qualified Households		
Franchisees	**Territories**	**2022 Gross Consumer Sales**
Franchisee No. 1	2	587,933
Franchisee No. 2	2	2,905,965
Franchisee No. 3	4	1,417,856
Franchisee No. 4	4	1,263,649
Franchisee No. 5	1	1,302,799
Franchisee No. 6	3	1,291,152
Franchisee No. 7	5	1,247,948
Franchisee No. 8	2	1,828,008

Franchisees Operating with Between 345,000 and 375,000 Qualified Households		
Franchisees	**Territories**	**2022 Gross Consumer Sales**
Franchisee No. 1	5	1,811,295
Franchisee No. 2	3	1,900,726

Franchisees Operating with Between 450,000 and 500,000 Qualified Households		
Franchisees	**Territories**	**2022 Gross Consumer Sales**
Franchisee No. 1	6	2,705,010
Franchisee No. 2	11	1,527,893
Franchisee No. 3	3	524,096

NOTES TO THIS ITEM 19

1. Gross Consumer Sales as used in this Item 19 is consistent with the meaning of Gross Consumer Sales in the Franchise Agreement as used to calculate the Continuing Royalty under the Franchise Agreement.

2. The dollar amounts shown in this Item 19 have been rounded to the nearest dollar.

3. The above figures reflect Gross Consumer Sales based upon information reported to us by our franchisees in our cloud-based software, which is used by us for calculating the Continuing Royalty. We have not audited that information.

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4. The Gross Consumer Sales do not reflect any costs of sales, operating expenses or other costs and expenses that must be deducted from the Gross Consumer Sales figures to obtain net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your MaidPro Franchised Business. Other franchisees may be one source of this information.

5. If a franchisee in the tables above has more than one Territory, the Qualified Households applicable to that franchisee are the cumulative number of Qualified Households in those Territories. Each franchisee in the tables above appears only once in the tables above.

Some MaidPro Franchised Businesses have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.

Written substantiation for the financial performance representations in this Item 19 will be made available to you in writing, upon reasonable request.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any 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 our Ron Bender, 77 North Washington Street, Boston, Massachusetts 02114, Telephone 617-742-8787, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2020 to 2022

(Column 1) **Outlet Type**	(Column 2) **Year**	(Column 3) **Outlets at the Start of the Year**	(Column 4) **Outlets at the End of the Year**	(Column 5) **Net Change**
Franchised	2020	263	252	-11
	2021	252	246	-6
	2022	246	241	-5
Company-Owned	2020	1	0	-1
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	264	252	-12
	2021	252	246	-6
	2022	246	241	-5

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Table No. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2020 to 2022

(Column 1) **State**	(Column 2) **Year**	(Column 3) **Number of Transfers**
Arkansas	2020	0
	2021	1
	2022	0
California	2020	2
	2021	1
	2022	1
Colorado	2020	0
	2021	2
	2022	0
Delaware	2020	0
	2021	0
	2022	1
Florida	2020	1
	2021	3
	2022	0
Indiana	2020	0
	2021	1
	2022	0
Iowa	2020	1
	2021	0
	2022	0
Kentucky	2020	0
	2021	1
	2022	0
Massachusetts	2020	2
	2021	0
	2022	0
Michigan	2020	0
	2021	1
	2022	0
Missouri	2020	1
	2021	0
	2022	2
New York	2020	4
	2021	2
	2022	0
North Carolina	2020	0
	2021	1
	2022	2
Nevada	2020	0
	2021	0
	2022	1

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(Column 1) **State**	(Column 2) **Year**	(Column 3) **Number of Transfers**
Ohio	2020	0
	2021	1
	2022	0
Oklahoma	2020	1
	2021	0
	2022	0
Oregon	2020	0
	2021	0
	2022	1
Rhode Island	2020	0
	2021	0
	2022	1
Texas	2020	0
	2021	1
	2022	4
Total	2020	12
	2021	15
	2022	14

Table No. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2020 to 2022

(Col. 1) **State/Province**	(Col. 2) **Year**	(Col. 3) **Outlets at Start of Year**	(Col. 4) **Outlets Opened**	(Col. 5) **Terminations**	(Col. 6) **Non-Renewals**	(Col. 7) **Reacquired by Franchisor**	(Col. 8) **Ceased Operations–Other Reasons**	(Col. 9) **Outlets at End of Year**
Alabama	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Arizona	2020	6	0	0	0	0	3	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	1	2
Arkansas	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
California	2020	26	1	0	0	0	0	27
	2021	27	1	4	0	0	0	24
	2022	24	3	5	0	0	0	22
Colorado	2020	8	0	0	0	0	2	6
	2021	6	1	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Connecticut	2020	3	0	0	0	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	2	1	0	0	0	3
Delaware	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2

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(Col. 1) **State/Province**	(Col. 2) **Year**	(Col. 3) **Outlets at Start of Year**	(Col. 4) **Outlets Opened**	(Col. 5) **Terminations**	(Col. 6) **Non-Renewals**	(Col. 7) **Reacquired by Franchisor**	(Col. 8) **Ceased Operations–Other Reasons**	(Col. 9) **Outlets at End of Year**
	2022	2	0	0	0	0	0	2
Florida	2020	24	0	0	0	0	1	23
	2021	23	0	0	0	0	1	22
	2022	22	0	0	0	0	2	20
Georgia	2020	10	0	0	0	0	1	9
	2021	9	0	0	2	0	0	7
	2022	7	2	0	0	0	0	9
Idaho	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Illinois	2020	13	0	1	0	0	1	11
	2021	11	1	0	0	0	0	12
	2022	12	1	0	0	0	1	12
Indiana	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Iowa	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Kansas	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Kentucky	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Louisiana	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maryland	2020	9	0	0	0	0	1	8
	2021	8	0	1	0	0	0	7
	2022	7	1	0	0	0	1	7
Massachusetts	2020	10	2	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	1	0	0	0	0	13
Michigan	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	1	0	0	0	4
Minnesota	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Missouri	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Nebraska	2020	1	0	0	0	0	0	1

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(Col. 1) **State/Province**	(Col. 2) **Year**	(Col. 3) **Outlets at Start of Year**	(Col. 4) **Outlets Opened**	(Col. 5) **Terminations**	(Col. 6) **Non-Renewals**	(Col. 7) **Reacquired by Franchisor**	(Col. 8) **Ceased Operations–Other Reasons**	(Col. 9) **Outlets at End of Year**
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nevada	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	2	0	0	0	0	5
New Hampshire	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
New Jersey	2020	16	0	0	0	0	1	15
	2021	15	0	1	0	0	0	14
	2022	14	1	0	0	0	2	13
New Mexico	2020	1	0	0	0	0	0	1
	2021	1	0	1	0	0	0	0
	2022	0	0	0	0	0	0	0
New York	2020	11	0	0	0	0	1	10
	2021	10	0	1	0	0	0	9
	2022	9	1	0	0	0	2	8
North Carolina	2020	8	1	0	0	0	0	9
	2021	9	1	0	0	0	0	10
	2022	10	0	0	0	0	0	10
Ohio	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Oklahoma	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Oregon	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
Pennsylvania	2020	14	1	0	0	0	0	15
	2021	15	0	0	0	0	0	15
	2022	15	0	4	0	0	1	10
Rhode Island	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
South Carolina	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Tennessee	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Texas	2020	28	1	2	0	0	6	21
	2021	21	1	0	0	0	0	22
	2022	22	1	1	0	0	0	22

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(Col. 1) **State/Province**	(Col. 2) **Year**	(Col. 3) **Outlets at Start of Year**	(Col. 4) **Outlets Opened**	(Col. 5) **Terminations**	(Col. 6) **Non-Renewals**	(Col. 7) **Reacquired by Franchisor**	(Col. 8) **Ceased Operations–Other Reasons**	(Col. 9) **Outlets at End of Year**
Utah	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	2	0	0	0	0	5
Virginia	2020	8	1	0	0	0	0	9
	2021	9	0	1	0	0	0	8
	2022	8	0	0	0	0	1	7
Washington	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Washington DC	2020	2	0	0	0	0	1	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Wisconsin	2020	1	1	0	0	0	1	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Totals	2020	263	11	3	0	0	19	252
	2021	252	6	9	2	0	1	246
	2022	246	19	13	0	0	11	241

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2020 to 2022

(Col. 1) **State**	(Col. 2) **Year**	(Col. 3) **Outlets at Start of Year**	(Col. 4) **Outlets Opened**	(Col. 5) **Outlets Reacquired From Franchisees**	(Col. 6) **Outlets Closed**	(Col. 7) **Outlets Sold to Franchisees**	(Col. 8) **Outlets at End of Year**
Massachusetts	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Table No. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2022

(Column 1) **State**	(Column 2) **Franchise Agreements Signed But Outlet Not Opened**	(Column 3) **Projected New Franchised Outlet in the Next Fiscal Year**	(Column 4) **Projected New Company-Owned Outlets in the Next Fiscal Year**
California	0	3	0
Connecticut	0	1	0
Florida	1	1	0

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(Column 1) **State**	(Column 2) **Franchise Agreements Signed But Outlet Not Opened**	(Column 3) **Projected New Franchised Outlet in the Next Fiscal Year**	(Column 4) **Projected New Company-Owned Outlets in the Next Fiscal Year**
Illinois	0	2	0
Kentucky	0	1	0
Maryland	2	0	0
Massachusetts	2	1	0
Michigan	0	2	0
Minnesota	0	1	0
Nevada	0	1	0
New York	1	2	0
Oklahoma	0	1	0
Oregon	0	1	0
Tennessee	1	1	0
Texas	3	3	0
Virginia	1	0	0
Washington	1	2	0
Wisconsin	0	1	0
Total	12	24	0

All numbers in the tables above are as of December 31st of the applicable year.

The names of our franchisees as of December 31, 2022 and their addresses and telephone numbers are listed in Exhibit F.

The name and last known address and telephone number of every franchisee who had a unit terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with us within 10 weeks of the disclosure document issuance date, are listed in Exhibit F. There are 42 franchisees on this Exhibit.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees signed provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all franchisees will be able to communicate with you. Our Franchise Agreements have confidentiality clauses which prevent current and former fanchisees from disclosing proprietary, confidential and trade secret information about our system. During the last three fiscal years we have not signed any other type of agreement (settlement, etc.) which contained a confidentiality clause with any current or former franchisees

The following is, to the extent known, the names, address, telephone number, e-mail address and Web address of each trademark-specific franchisee organization associated with the franchise system being offered:

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An organization created and endorsed by franchisor:

MaidPro Franchise Advisory Board
Emily Estes
MaidPro Franchise, LLC
77 North Washington St.
Boston, MA 02114
(617) 742-8787
eestes@maidpro.com
www.maidpro.com

The following independent franchisee organization has been asked to be included in this disclosure document:

Maid Together Franchisee Association Inc.
2085 Pine Ridge Road
Naples, FL 34109
https://maidtogetherfa.com/
maidtogetherfa@gmail.com
(239) 596-5200

ITEM 21
FINANCIAL STATEMENTS

Included as Exhibit B are the audited consolidated financial statements of our parent, HS Group Holding Company, LLC, as of December 31, 2022 and 2021 and for the years ended December 31, 2022 and 2021 and for the period from August 13, 2020 (Acquisition Date) through December 31, 2020. Also attached as Exhibit B are our audited financial statements as of August 12, 2020 and for the period from January 1, 2020 through August 12, 2020. Our parent, HS Group Holding Company, LLC guarantees our performance under the Franchise Agreement (see Exhibit B).

ITEM 22
CONTRACTS

The following agreements and other required exhibits are attached to this disclosure document:

Exhibit–C - Form Franchise Agreement, including Acknowledgments with Exhibits
- Exhibit–A - Territory
- Exhibit–B - Form of End User License Agreement for MaidPro Software
- Exhibit–C - Franchise Compliance Questionnaire
- Exhibit–D - Guaranty Agreement
- Exhibit–E - Telephone Listing Agreement
- Exhibit–F - Electronic Funds Transfer Authorization
- Exhibit–G - Franchise Option Amendment
- Exhibit–H - Promissory Note

Exhibit–E - Form of Mutual Termination and General Release Agreement
Exhibit–G - Conversion Franchise Addendum
Exhibit–H - Spousal Non-Disclosure and Non-Competition Agreement

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ITEM 23
RECEIPTS

See the last two pages of this Disclosure Document for detachable documents (one for retention by you and one for us) acknowledging receipt of the Disclosure Document by you.

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EXHIBIT A

MAIDPRO FRANCHISE, LLC

LIST OF STATE AGENCIES/AGENTS

FOR SERVICE OF PROCESS

Our registered agent in the State of Massachusetts:

CT Corporation
155 Federal Street
Suite 700
Boston, MA 02110

STATE	AGENCY	PROCESS, IF DIFFERENT
California	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 866-275-2677 (toll free)	Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013
Hawaii	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 808-586-2722	
Illinois	Office of Attorney General Consumer Protection and Franchise Division 500 South Second Street Springfield, IL 62706 217-782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 W. Washington Street Indianapolis, IN 46204 371-232-6681	Indiana Secretary of State 200 West Washington Street Indianapolis, Indiana 46204
Maryland	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 410-576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore Maryland 21202-2021
Michigan	Consumer Protection Division Antitrust and Franchise Unit Michigan Dept of Attorney General 670 G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48909 517-373-7117	
Minnesota	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 651-539-1500	

STATE	AGENCY	PROCESS, IF DIFFERENT
New York	New York State Dept of Law Bureau of Investor Protection and Securities 28 Liberty St., 21st Fl. New York, NY 10005 212-416-8222	Secretary of State State of New York One Commerce Plaza 99 Washington Avenue Albany, New York 12231-0001
North Dakota	North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fourteenth Floor Dept 414 Bismarck, ND 58505-0510 701-328-4712	North Dakota Securities Department Securities Commissioner 600 East Boulevard Avenue State Capitol Fourteenth Floor Dept 414 Bismarck, ND 58505-0510
Oregon	Dept. of Consumer and Business Services 350 Winter St NE, 2nd floor Salem, OR 97301	
Rhode Island	Division of Securities Department of Business Regulations Bldg. 69, 1st Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 401-222-3048	
South Dakota	Department of Labor and Regulation Director of Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, SD 57501 605-773-3563	
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051	Clerk State Corporation Commission 1300 East Main Street Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 360-902-8760	Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Wisconsin Dept. of Financial Institutions Division of Securities Commissioner of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 608-266-8557	

EXHIBIT B

FINANCIAL STATEMENTS/PARENT GUARANTEE

HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands

Consolidated Financial Report
December 31, 2022

Contents

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RSM US LLP

Independent Auditor's Report

Board of Directors
HS Group Holding Company LLC and Subsidiaries d/b/a Threshold Brands

Opinion

We have audited the consolidated financial statements of HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands (the Company), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, the related consolidated statements of operations, changes in members' equity, and cash flows for the years ended December 31, 2022, 2021 and for the period from August 13, 2020 (Acquisition Date), through December 31, 2020, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of their operations and their cash flows for the years ended December 31, 2022, 2021, and for the period from August 13, 2020 (Acquisition Date), through December 31, 2020, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1 to the financial statements, in 2022, the Company adopted new accounting guidance Accounting Standards Codification 842: Leases. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.
In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

RSM US LLP

Detroit, Michigan
March 29, 2023

HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands

Consolidated Balance Sheets
December 31, 2022 and 2021

	2022	2021
Assets		
Current assets:		
Cash and cash equivalents	**$ 3,140,848**	$ 7,181,077
Accounts receivable, net	**2,959,600**	3,103,333
Inventory	**814,623**	643,430
Prepaid expenses and other current assets	**2,829,645**	824,037
Total current assets	**9,744,716**	11,751,877
Property and equipment, net	**2,322,195**	2,351,757
Other assets:		
Goodwill, net	**53,301,755**	46,891,935
Intangibles, net	**21,583,738**	20,870,313
Right of use asset - operating leases, net	**5,387,291**	-
Capitalized contract costs	**3,913,698**	2,797,306
Other assets	**367,951**	94,716
Total other assets	**84,554,433**	70,654,270
Total assets	**$ 96,621,344**	$ 84,757,904
Liabilities and Members' Equity		
Current liabilities:		
Accounts payable	**$ 2,742,183**	$ 535,257
Accrued expenses	**3,407,728**	3,371,998
Current portion of long-term debt	**284,372**	284,372
Operating lease liabilities, current	**1,294,361**	-
Current portion of deferred franchise and territory fees	**1,703,657**	3,035,222
Total current liabilities	**9,432,301**	7,226,849
Long-term debt, net	**27,158,660**	27,233,503
Deferred franchise and territory fees, net of current portion	**6,581,039**	3,820,652
Operating lease liabilities noncurrent	**4,181,062**	-
Other liabilities	**79,560**	210,500
	38,000,321	31,264,655
Total liabilities	**47,432,622**	38,491,504
Members' equity	**49,188,722**	46,266,400
Total liabilities and members' equity	**$ 96,621,344**	$ 84,757,904

See notes to consolidated financial statements.

HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands

Consolidated Statements of Operations
Years Ended December 31, 2022, 2021 and for the Period from August 13, 2020 (Acquisition Date) through December 31, 2020

	2022	2021	2020
Revenues:			
Recurring revenue	**$ 49,952,460**	$ 35,732,914	$ 5,781,317
Franchise fee revenue	**2,284,333**	1,148,834	283,548
Total revenues	**52,236,793**	36,881,748	6,064,865
Operating expenses:			
Cost of services	**10,370,829**	7,426,467	380,075
General and administrative expenses	**20,540,509**	13,518,147	2,434,096
Payroll and benefits	**23,860,189**	16,589,524	3,599,307
Depreciation and amortization expenses	**8,629,385**	6,451,934	1,473,992
Transaction expenses	**884,988**	2,054,118	3,045,954
Total operating expenses	**64,285,900**	46,040,190	10,933,424
Loss from operations	**(12,049,107)**	(9,158,442)	(4,868,559)
Other expense (income):			
Interest expense (income)	**2,434,486**	1,364,806	(2,689)
Other (income) expense	**(211,155)**	(135,282)	19,673
Other expense	**2,223,331**	1,229,524	16,984
Net loss	**$ (14,272,438)**	$ (10,387,966)	$ (4,885,543)

See notes to consolidated financial statements.

HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands

Consolidated Statements of Changes in Members' Equity
Years Ended December 31, 2022, 2021 and for the Period from August 13, 2020 (Acquisition Date) through December 31, 2020

Balance, August 13, 2020 - Pushdown of basis from Riverside, net of transaction expenses	$ 29,879,014
Contributed capital related to acquisitions	25,392,955
Net loss	(4,885,543)
Balance, December 31, 2020	50,386,426
Issuance of Class A units	1,150,000
Contributed capital related to acquisitions	5,150,000
Foreign currency translation	(32,060)
Net loss	(10,387,966)
Balance, December 31, 2021	46,266,400
Issuance of Class A units	774,578
Contributed capital related to acquisitions	16,500,000
Foreign currency translation	(79,818)
Net loss	(14,272,438)
Balance at December 31, 2022	**$ 49,188,722**

See notes to consolidated financial statements.

HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands

Consolidated Statements of Cash Flows
Years Ended December 31, 2022, 2021 and for the Period from August 13, 2020 (Acquisition Date) through December 31, 2020

	2022	2021	2020
Cash flows from operating activities:			
Net loss	**$ (14,272,438)**	$ (10,387,966)	$ (4,885,543)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization	**8,569,099**	6,370,658	1,473,992
Accretion of debt issuance costs	**209,532**	122,886	-
Gain on sale of fixed assets	**(24,018)**		
Changes in assets and liabilities, net of acquisitions:			
Accounts receivable	**370,896**	(487,558)	556,040
Prepaid expenses and other current assets	**(2,005,608)**	407,111	(590,962)
Inventories	**(78,308)**	(476,180)	-
Capitalized contract costs	**(1,084,997)**	(1,228,179)	(41,967)
Other assets	**(118,426)**	162,394	(12,037)
Accounts payable and accrued expenses	**2,140,788**	1,252,712	(341,995)
Deferred franchise and territory fees	**1,098,016**	330,255	7,041
Other liabilities	**(130,940)**	210,500	-
Operating lease assets and liabilities	**86,293**	-	-
Net cash used in operating activities	**(5,240,111)**	(3,723,367)	(3,835,431)
Cash flows from investing activities:			
Acquisition of businesses, net of cash acquired	**(13,858,805)**	(13,460,421)	(22,841,392)
Purchase of property and equipment	**(544,325)**	(972,162)	(73,905)
Purchases of intangibles assets	**-**	(200,000)	-
Proceeds from sales of equipment	**192,627**	208,379	-
Net cash used in investing activities	**(14,210,503)**	(14,424,204)	(22,915,297)
Cash flows from financing activities:			
Borrowings on long-term debt	**-**	16,000,000	12,500,000
Payment of debt issuance costs	**-**	(551,094)	(410,323)
Payments on long-term debt	**(284,375)**	(143,594)	(533,611)
Proceeds from capital contributions	**15,774,578**	1,150,000	22,638,948
Net cash provided by financing activities	**15,490,203**	16,455,312	34,195,014
Effect of exchange rate changes on cash	**(79,818)**	(42,530)	-
Net (decrease) increase in cash and cash equivalents	**(4,040,229)**	(1,734,789)	7,444,286
Cash and cash equivalents, beginning	**7,181,077**	8,915,866	1,471,580
Cash and cash equivalents, ending	**$ 3,140,848**	$ 7,181,077	$ 8,915,866

(Continued)

HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands

Consolidated Statements of Cash Flows (Continued)
Years Ended December 31, 2022, 2021 and for the Period from August 13, 2020 (Acquisition Date) through December 31, 2020

	2022	2021	2020
Supplemental disclosures of cash flow information:			
Interest paid	**$ 2,001,525**	$ 1,077,276	$ -
Income taxes paid	**$ -**	$ -	$ -
Supplemental schedule of noncash operating, investing and financing activities:			
Pushdown accounting of acquisition of business:			
Net assets acquired	**$ -**	$ -	$ 11,892,873
Goodwill	**-**	-	18,063,821
Subtotal	**-**	-	29,956,694
Pushdown of basis from Riverside, net of transaction costs	**-**	-	(29,879,014)
Working capital adjustment	**-**	-	(77,680)
	$ -	$ -	$ -
Acquisition of businesses:			
Assets acquired	**$ 3,538,411**	$ 6,096,407	$ 12,467,823
Liabilities assumed	**(478,214)**	(2,105,264)	(3,560,093)
Net identifiable assets acquired	**3,060,197**	3,991,143	8,907,730
Goodwill	**12,428,214**	15,536,934	18,530,396
Net assets acquired	**15,488,411**	19,528,077	27,438,126
Less cash acquired	**(129,606)**	(917,656)	(2,087,657)
Add due from seller	**-**	-	244,930
Less units issued as consideration	**(1,500,000)**	(5,150,000)	(2,754,007)
Cash purchase price	**$ 13,858,805**	$ 13,460,421	$ 22,841,392

See notes to consolidated financial statements.

Note 1. Summary of Significant Accounting Policies

Nature of business: HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands (collectively, the Company) through its wholly owned subsidiaries including Threshold Brands LLC, MaidPro Franchise, LLC (MaidPro), FlyFoe, LLC (FlyFoe), Men In Kilts US, LLC (Men in Kilts), Men in Kilts Canada Inc. (MIKC), Pestmaster Franchise Network, LLC (PFN), Pestmaster Services, L.P. (PSI), Kaigan LLC (Kaigan), USA Insulation Franchise, LLC (USA), USA Enterprises, LLC (USAE), FDIE, LLC (FDIE), Sir Grout Franchising, LLC (SGF), Sir Grout, LLC (SG), Plumbing Heating Paramedics LLC (PHP), PHP Franchise LLC (PHPF), Granite Garage Floors Franchising, LLLC (GGFF), and Granite Garage Floors Atlanta (GGFA) is in the business of selling franchises as well as operating certain franchises and supply companies.

MaidPro is a franchisor that provides support, guidance, and training to its franchisees. Its franchisees provide residential and office cleaning services in the United States and Canada. MaidPro began franchising operations in January 1997 and conducts operations from its principal office in Massachusetts.

FlyFoe was established on November 30, 2017. FlyFoe is a franchisor that provides support, guidance, and training to its franchisees. FlyFoe's franchisees provide mosquito and tick control services and other related services in the United States.

Men in Kilts was established on March 29, 2019, and MIKC was established in 2002. They are each franchisors that provides support, guidance, and training to its franchisees. Their franchisees provide exterior house cleaning services, including window cleaning, gutter cleaning, house washing, and pressure washing for both residential and commercial properties in the United States and Canada.

PFN operates as a franchisor of pest control services throughout the United Sates. It provides territorial rights for operation of their businesses, giving initial training and ongoing support for franchisees. The customer base is both residential and commercial. It began operations in 1981. PSI and Kaigan operate certain Pestmaster franchises.

USA was established on March 22, 2006. It is a franchisor that provides support, guidance, and training to its franchisees. Its franchisees provide insulation services for both residential and commercial buildings. USAE operates certain USA franchises. FDIE is an operating company that primarily provides inventory to USA franchises. FDIE manufactures foam insulation and related chemicals and equipment that it sells and ships directly to franchisees.

SGF was established in 2004. It is a franchisor that provides a variety of services across grout and tile restoration (e.g., cleaning, repair, color sealing, re-caulking), stone restoration (e.g., floor and countertop polishing, crack repair), surface coatings (e.g., durability coating, slip-resistance coatings), and sandless hardwood refinishing. SG also acts as a product supplier for franchisees, where supplies are purchased from vendors and directly shipped to the franchisees.

PHP was established in 2011. It provides HVAC and plumbing services to residential customers throughout Indiana. PHP offers HVAC system repairs, HVAC system replacements, plumbing system repairs, and recurring maintenance check-ins. PHPF is a newly established franchisor that will sell franchises providing services similar to PHP.

GGFA was established in 1980. The company provides upgrading of concrete surfaces (garage floors, basements, workshops, unfinished spaces, exterior porches, and patios) with an industrial coating system with finishes appearing like Granite, Quartz, Stone, Metallic or Terrazzo. GGFF will sell franchises providing services similar to GGFA.

Note 1. Summary of Significant Accounting Policies (Continued)

Significant accounting policies:

Basis of presentation: The consolidated balance sheets are presented as of December 31, 2022 and 2021. The consolidated statements of operations, changes in members' equity, and cash flows are presented for the year ended December 31, 2022, 2021, and for the period August 13, 2020 (acquisition date), through December 31, 2020. The accompanying consolidated financial statements of the Company include its wholly owned subsidiaries.

All intercompany transactions have been eliminated. The accompanying consolidated financial statements have been prepared in accordance with accounting standards set by the Financial Accounting Standards Board (FASB). The FASB sets generally accepted accounting principles (GAAP) that the Company follows to ensure its financial condition, results of operations, and cash flows are consistently reported. References to GAAP issued by the FASB in these notes to the consolidated financial statements are to the FASB Accounting Standards Codification (ASC).

Revenue recognition policy: The Company recognizes revenue in accordance with ASC Topic 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows: identify the contract with a customer, identify the performance obligations in the contract, determine the transaction price, allocate the transaction price to the performance obligations in the contract, and recognize revenue when or as performance obligations are satisfied.

Nature of services
The Company's franchise agreements include (a) the right to use its symbolic intellectual property over the term of each franchise agreement, (b) preopening services, such as training, (c) ongoing services, such as management of the advertising fund contributions and support services for the franchisees, and (d) a license to use the Company's internal-use software which is hosted on the Company's software as a service (SaaS) platform. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and therefore are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day-to-day, the symbolic intellectual property is accessed over time and the customer (the franchisee) simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities). Revenue earned from providing the services is collectively referred to as franchise revenue.

The Company's revenue consists primarily of franchise revenue (which is discussed above), which includes franchise royalties, advertising fund contributions, franchise fees, and support services performed for franchisees. Initial franchise fees are based on the market type selected and are paid at the time an individual franchise agreement is signed. Territory fees are for the purchase of additional territory over and above the minimum qualified households allowable based on the market type selected and are also paid at the time an individual franchise agreement is signed.

The Company also operates certain franchise locations. The revenue for these consists of revenue recognized at a point in time as the service is completed.

Note 1. Summary of Significant Accounting Policies (Continued)

Payment terms
The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. Agreements may include initial and renewal franchise fees, sales-based royalties, and fees for administrative services performed for the franchisee.

The Company believes its franchising agreements do not contain a significant financing component because (a) the timing of the upfront payment does not arise for the reason of provision of financing to the Company and (b) the sales-based royalty is variable and based on factors outside the Company or the franchisee's control.

Revenue recognition
Initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement beginning when the agreement is signed. Franchise agreements typically have a term of five to 10 years with the option to renew for an additional five years if the franchisee is in compliance with the terms of the franchise agreement.

Continuing royalties are calculated as a percentage of franchisees' reported sales that are related entirely to the Company's performance obligation under the franchise agreement. These royalties are considered variable consideration, but because they relate to a license of intellectual property, they are not included in the transaction price. Instead, royalty revenue is recognized as franchisee sales occur. Advertising contributions received from the Company's franchisees are recorded as a component of franchise royalties and fees in the consolidated statements of operations.

Contract balances
The Company records accounts receivable when it has the unconditional right to issue an invoice and receive payment, regardless of whether revenue has been recognized. If revenue has not yet been recognized, a contract liability (deferred franchise and territory fees) also is recorded.

Commission costs
The Company defers those direct and incremental costs associated with the sale of franchises. Deferred costs are charged to earnings when the related deferred franchise and territory fees are recognized as revenue over the term of the respective agreement. The Company has determined the period of benefit for direct and incremental costs associated with the sale of franchises to be the initial term of the franchise agreement. Amortization is recognized on a straight-line basis commensurate with the pattern of revenue recognition. Deferred costs are recorded in prepaid expenses and other current assets and other noncurrent assets in the accompanying consolidated balance sheets.

Advertising funds
The Company collects funds from its franchisees for advertising pursuant to the Company's franchise agreements at a percentage of franchisee sales. These advertising services are not considered distinct because they are highly dependent and interrelated to the franchise right. Advertising contributions are considered part of the transaction price for the franchise right and recognized as revenue as the underlying sales occur. The advertising costs incurred for franchisees will be expensed in accordance with the Company's normal policy.

Cash and cash equivalents: The Company considers all short-term, highly liquid investments with original maturities of 90 days or less to be cash and cash equivalents. Cash equivalents consist of money market accounts.

Note 1. Summary of Significant Accounting Policies (Continued)

Accounts receivable: Accounts receivable is stated at the amount the Company expects to collect from outstanding balances. The Company maintains an allowance for doubtful accounts for estimated losses resulting from the inability of its franchisees and customers to make required payments. Management considers the following factors when determining the collectability of specific accounts: credit worthiness of franchisees, past transaction history with the franchisee, current economic industry trends, and changes in franchisee payment terms. Certain franchisees are on payment plans for outstanding balances but continue to make payments in accordance with the established payment plans. If the financial conditions of the Company's franchisees or customers were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to the allowance. Accounts receivable that remain outstanding after the Company has made reasonable collection efforts are written off against the allowance and a credit to accounts receivable. Recoveries of accounts receivable previously written off are recorded when received. The allowance for doubtful accounts on accounts receivable was approximately $505,000, and $491,000, at December 31, 2022 and 2021 respectively.

Concentration of credit risk: The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. The Company maintains its cash and cash equivalents in bank deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents. The Company grants credit to its franchisees and customers. Consequently, the Company's ability to collect the amounts due from franchisees and customers is affected by economic fluctuations. The Company routinely assesses the financial strength of its franchisees and customers and believes that its accounts receivable credit risk exposure is limited.

Franchisor advertising: Advertising costs of the franchisor are charged against income during the period the advertising is displayed. Advertising costs are expensed as incurred and totaled approximately $1,863,000, $2,148,000, and $184,000 for the years ended December 31, 2022, 2021, and for the period from August 13, 2020 (acquisition date), through December 31, 2020, respectively.

Software development costs: Costs for software developed for internal use are accounted for in accordance with ASC 350, Intangibles – Goodwill and Other - Internal-Use Software. ASC 350 requires the capitalization of certain costs incurred in connection with developing or obtaining internal-use software. In accordance with ASC 350, the Company expenses costs incurred in the preliminary project stage of developing or acquiring internal use software, such as research and feasibility studies, as well as costs incurred in the post-implementation/operational stage, such as maintenance and training. Capitalization of software development costs occurs only after the preliminary project stage is complete, management authorizes the project, and it is probable that the project will be completed and the software will be used for the function intended. Costs associated with the purchase and development of computer software are capitalized and amortized on a straight-line basis over the estimated useful life of the related asset. Software development costs are recorded in property and equipment in the accompanying consolidated balance sheets. The Company capitalized software development costs. There were no capitalized costs for the year ended December 31, 2022 and approximately $130,000 of capitalized software costs for the year ended December 31, 2021

Note 1. Summary of Significant Accounting Policies (Continued)

Property and equipment: Property and equipment is stated at cost, net of accumulated depreciation and amortization. Expenditures for additions and improvements are capitalized while maintenance and repair expenditures are charged to operations as incurred. When assets are sold or otherwise retired from service, their cost and related accumulated depreciation and amortization are removed from the accounts and any gain or loss is included in the results of operations. Depreciation and amortization is computed using the straight-line method based on the following estimated useful lives:

	Years
Equipment	5-10
Vehicles	5-10
Furniture and fixtures	3-5
Leasehold improvements	Lesser of useful life or lease term
Software development costs	3-7

Goodwill and intangibles: Goodwill is recognized for the excess of the fair value of an acquired business over the fair value of the identifiable net assets acquired. Under FASB ASC Topic 350, Intangibles—Goodwill and Other, the Company elected the accounting alternative to amortize goodwill on a straight-line basis over 10 years.

The Company has elected the provisions of FASB Accounting Standards Update (ASU) 2014-18, *Business Combinations (Topic 805): Accounting for Identifiable Intangible Assets in a Business Combination*. ASU 2014-18 specifies that a private company that elects the accounting alternative to recognize or otherwise consider the fair value of intangible assets as a result of any in-scope transactions should no longer recognize separately from goodwill: (1) customer-related intangible assets unless they are capable of being sold or licensed independently from the other assets of the business and (2) noncompetition agreements.

The Company tests its recorded goodwill for impairment upon a triggering event. Factors that could trigger an impairment test include, but are not limited to, underperformance relative to historical or projected future operating results, significant changes in the manner of use of the acquired assets or the overall business, significant negative industry or economic trends and a sustained period where market capitalization, plus an appropriate control premium, is less than member's equity. Goodwill is tested using a fair-value approach at the entity level. No indications of impairment were identified for the years ended December 31, 2022, and 2021.

Intangible assets include franchise agreements, trade names, trade secrets and software. Intangible assets are amortized on a straight-line basis over their estimated useful lives, which range between 7 to 25 years.

Long-lived assets: Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. If impairment is considered, recoverability of these assets is measured by a comparison of the carrying amount of the asset to estimated future undiscounted 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 by the amount of which the carrying amount of the asset exceeds the fair value of the asset. No indications of impairment were identified for the years ended December 31, 2022, and 2021.

Note 1. Summary of Significant Accounting Policies (Continued)

Fair value measurements: The Company uses the fair value measurement and disclosure guidance for all assets and liabilities that are recognized or disclosed at fair value in the consolidated financial statements. The guidance defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Company uses various methods including market, income and cost approaches. Based on these approaches, the Company often utilizes certain assumptions that management believes market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that are accessible at the measurement date.

Level 2: Inputs to the valuation methodology include quoted prices in markets that are not active or quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3: Inputs to the valuation methodology are unobservable, reflecting the entity's own assumptions about assumptions market participants would use in pricing the asset or liability.

Leases: In February 2016, the FASB issued ASC Topic 842, Leases, to increase transparency and comparability among organizations related to their leasing arrangements. The update requires lessees to recognize most leases on their balance sheets as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Topic 842 also requires additional disclosure of key quantitative and qualitative information for leasing arrangements. Similar to the previous lease guidance, the update retains a distinction between finance leases (similar to capital leases in Topic 840, Leases) and operating leases, with classification affecting the pattern of expense recognition in the income statement. The Company adopted Topic 842 on January 1, 2022, using the optional transition method to the modified retrospective approach, which eliminates the requirement to restate the prior-period financial statements. Under this transition provision, the Company has applied Topic 842 to reporting periods beginning on January 1, 2022, while prior periods continue to be reported and disclosed in accordance with the Company's historical accounting treatment under ASC Topic 840, Leases.

The Company elected the "package of practical expedients" under the transition guidance within Topic 842, in which the Company does not reassess (1) the historical lease classification, (2) whether any existing contracts at transition are or contain leases, or (3) the initial direct costs for any existing leases. The Company has not elected to adopt the "hindsight" practical expedient, and therefore will measure the ROU asset and lease liability using the remaining portion of the lease term upon the adoption of Topic 842 on January 1, 2022.

Note 1. Summary of Significant Accounting Policies (Continued)

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Company obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company made an accounting policy election available under Topic 842 not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease (or January 1, 2022, for existing leases upon the adoption of Topic 842). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. To determine the present value of lease payments, the Company made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of Topic 842).

The Company has made an accounting policy election to account for lease and non-lease components in its contracts as a single lease component for its various asset classes. The non-lease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred. Adoption of Topic 842 resulted in the recording of additional ROU assets and lease liabilities related to the Company's operating leases of approximately $6.67 million and $6.71 million, respectively, at January 1, 2022. The adoption of the new lease standard did not materially impact consolidated net earnings or consolidated cash flows and did not result in a cumulative-effect adjustment to the opening balance of retained earnings.

Income taxes: As a limited liability company, the Company is treated as a partnership for federal and state income tax purposes. As such, the taxable income of the Company is allocated in the tax returns of its members for federal and state tax purposes in accordance with their respective percentage ownership. Accordingly, no provision for federal income taxes is included in the consolidated financial statements. Entity-level, composite state and local income taxes (benefits) are accrued at the applicable rates, if any, and are included in the consolidated statements of operations.

The FASB provides guidance for how uncertain tax provisions should be recognized, measured, disclosed, and presented in the consolidated financial statements. The Company identifies its tax positions taken or expected to be taken in the course of preparing its tax returns and determines whether any tax positions are more likely than not of being sustained when challenged or when examined by the applicable tax authority. Management has determined that there are no uncertain tax positions at December 31, 2022, 2021, nor for the period from August 13, 2020 (acquisition date), through December 31, 2020.

Debt issuance costs: Debt issuance costs are carried at cost less accumulated amortization as a direct deduction from the carrying amount of the related loan. The costs are amortized over the term of the related loan using a method that approximates the effective interest rate method. Amortization expense is classified in interest expense in the accompanying consolidated statements of operations. Amortization expense recognized on debt issuance costs was approximately $210,000, $123,000, and de minimus as of December 31, 2022, 2021, and for the period from August 13, 2020 (acquisition date), through December 31, 2020, respectively.

Note 1. Summary of Significant Accounting Policies (Continued)

***Foreign currency translation*:** The functional currency of the Company's international subsidiary is the Canadian dollar. Foreign currency denominated assets and liabilities are translated into United States dollars at the rate of exchange in effect at year-end. Income and expenses are translated at a weighted average rate of exchange for the year ended December 31, 2022. The aggregate effect of translating the financial statements is included in foreign currency translation in the statement of changes in members' equity.

Use of estimates: The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recent accounting pronouncements: In June 2016, the FASB issued ASU 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which creates a new credit impairment standard for financial assets measured at amortized cost and available-for-sale debt securities. The ASU requires financial assets measured at amortized cost (including loans, trade receivables and held-to-maturity debt securities) to be presented at the net amount expected to be collected, through an allowance for credit losses that are expected to occur over the remaining life of the asset, rather than incurred losses. The ASU requires that credit losses on available-for-sale debt securities be presented as an allowance rather than as a direct write-down. The measurement of credit losses for newly recognized financial assets (other than certain purchased assets) and subsequent changes in the allowance for credit losses are recorded in the statement of income as the amounts expected to be collected change. The ASU is effective for fiscal years beginning after December 15, 2022. The Company is currently evaluating the impact of adopting this new guidance on its consolidated financial statements and does not expect the impact to be significant.

***Subsequent events*:** The Company evaluated subsequent events for potential required disclosure through March 29, 2023, which is the date the consolidated financial statements were available to be issued.

Note 2. Acquisition of Businesses

HS Group: On August 13, 2020, by the effects of the purchase agreement, Riverside acquired HS Group Holding Company, LLC which at the time included the entities of MaidPro, Flyfoe and Men in Kilts, in exchange for fair value of total consideration of $29,956,694.

The acquisition was funded through equity contributions from Riverside and the issuance of member units to the sellers.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce being subsumed into goodwill, the Company's presence in the marketplace, and its long-term expected revenue growth. Goodwill is deductible for income tax purposes.

Note 2: Acquisition of Businesses (Continued)

The business combination was accounted for under the acquisition method of accounting. In accordance with the pushdown basis of accounting, the net assets of the Company were adjusted to their estimated fair values as of the date of acquisition. The total consideration and net assets of the Company are summarized in the following table:

Consideration:	
Cash	$ 13,970,942
Due to seller	17,469
835 Class A Units of HS Group Holding Company, LLC	1,500,000
Total invested capital	$ 15,488,411
Recognized amount of net assets of the Company:	
Cash	$ 129,606
Receivables	227,163
Inventory	92,885
Other current assets	154,809
Contract assets	31,395
Fixed assets	23,852
Right-of-use asset	43,701
Tradename	1,038,000
Franchise agreements	1,797,000
Accounts payable and accruals	(101,868)
Lease liability	(45,540)
Deferred revenue	(330,806)
Total identifiable net assets acquired	3,060,197
Goodwill	12,428,214
	$ 15,488,411

The fair value of the 2,650 Class A Units was determined on the basis of contemporaneous contributed capital of other members' of the Company's Class A Units on the acquisition date.

As of December 31, 2020, the Company had not yet finalized the purchase price allocation. During the year ended December 31, 2021, the Company made adjustments to the preliminary purchase price allocation as additional information became available. Accordingly, the Company recorded an adjustment to Goodwill of approximately $91,000.

In connection with the transaction, Riverside incurred $1,307,039 of transaction expenses which were netted with the total pushdown of basis from Riverside within the consolidated statement of changes in members' equity.

Of the $11,555,000 of identified intangible assets, $7,258,000 was assigned to franchise agreements (10-year life), $2,610,000 was assigned to trade names (20-year life), and $1,687,000 to developed software (7-year life).

Note 2: Acquisition of Businesses (Continued)

Pestmaster: Effective September 23, 2020, the Company acquired 100% of the membership interest in PFN, PSI and Kaigan for total consideration of $9,970,416.

The acquisition was funded through equity contributions and the issuance of membership units to the sellers.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce being subsumed into goodwill, the Company's presence in the marketplace, and its long-term expected revenue growth. The majority of goodwill is deductible for income tax purposes.

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid and assets acquired and liabilities assumed recognized at the preliminary fair value at the date of acquisition:

Consideration:	
Cash	$ 9,290,124
1,000 Class A Units of HS Group Holding Company, LLC	864,150
Due from seller	(183,858)
Total invested capital	$ 9,970,416
Recognized amount of identifiable assets acquired and liabilities assumed:	
Cash	$ 30,402
Receivables	849,588
Prepaid expenses and other assets	32,436
Capitalized contract costs	89,523
Notes receivable	67,356
Property and equipment	851,603
Intangible assets	2,796,000
Accounts payable	(289,723)
Accrued expenses and other liabilities	(360,622)
Deferred franchise and territory fees	(601,732)
Notes payable	(533,611)
Total identifiable net assets acquired	2,931,220
Goodwill	7,039,196
	$ 9,970,416

The fair value of the 1,000 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

As of December 31, 2020, the Company had not yet finalized the purchase price allocation. The Company was in on-going negotiations with the seller on the working capital adjustment. During the year ended December 31, 2021, the Company made adjustments to consideration and the preliminary purchase price allocation as additional information became available and the working capital adjustment was finalized. Accordingly, the Company recorded an adjustment to Goodwill of $133,000 during the period, primarily related to the working capital adjustment.

Note 2: Acquisition of Businesses (Continued)

In connection with the transaction, the Company incurred $1,663,661 of transaction expenses which were expensed as incurred in the accompanying consolidated statement of operations.

Of the $2,796,000 of identified intangible assets, $1,879,000 was assigned to franchise agreements (10-year life) and $917,000 was assigned to trade names (20-year life).

USA Insulation: Effective December 23, 2020, the Company acquired 100% of the interest in USA, USAE and FDIE for total consideration of $17,283,852.

The acquisition was funded through equity contributions, draw down of debt, and the issuance of membership units to the sellers.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce being subsumed into goodwill, the Company's presence in the marketplace, and its long-term expected revenue growth. A tax election was filed; therefore, goodwill is deductible for income tax purposes.

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid and the assets acquired and liabilities assumed recognized at fair value at the date of acquisition:

Consideration:	
Cash	$ 15,638,925
Due from seller	(244,930)
2,200 Class A Units of HS Group Holding Company, LLC	1,889,857
Total invested capital	$ 17,283,852
Recognized amount of identifiable assets acquired and liabilities assumed:	
Cash	$ 2,057,255
Receivables	362,950
Prepaid expenses and other assets	210,738
Capitalized contract costs	321,014
Notes receivable	34,678
Property and equipment	602,280
Intangible assets	4,162,000
Accounts payable	(163,956)
Accrued expenses and other liabilities	(549,809)
Deferred franchise and territory fees	(1,111,051)
Total identifiable net assets acquired	5,926,099
Goodwill	11,357,753
	$ 17,283,852

The fair value of the 2,200 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

In connection with the transaction, the Company incurred $1,382,293 of transaction expenses which were expensed as incurred in the accompanying consolidated statement of operations.

Note 2. Acquisition of Businesses (Continued)

Of the $4,162,000 of identified intangible assets, $1,605,000 was assigned to franchise agreement (10-year life), $1,476,000 was assigned to trade names (20-year life) and $1,081,000 was assigned to trade secrets (25-year life).

Men in Kilts Canada: On February 8, 2021, the Company acquired 100% of the assets in MIKC for total consideration of $1,450,854.

The acquisition was funded through equity contributions and the issuance of member units to the sellers.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce being subsumed into goodwill, the Company's presence in the marketplace, and its long-term expected revenue growth. Goodwill is deductible for income tax purposes.

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid and assets acquired and liabilities assumed recognized at the preliminary fair value at the date of acquisition:

Consideration:		
Cash	$	1,300,854
150 Class A Units of HS Group Holding Company, LLC		150,000
Total invested capital	$	1,450,854
Recognized amount of net assets of the Company:		
Other current assets	$	34,500
Intangible assets		927,000
Accrued expenses and other liabilities		(69,593)
Total identifiable net assets acquired		891,907
Goodwill		558,947
	$	1,450,854

The fair value of the 150 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

In connection with the transaction, the Company incurred $252,478 of transaction expenses, which were expensed as incurred in the accompanying consolidated statement of operations.

Of the $927,000 of identified intangible assets, $829,000 was assigned to franchise agreements (10-year life) and $98,000 was assigned to trade names (20-year life).

Note 2. Acquisition of Businesses (Continued)

Plumbing Heating Paramedics: Effective May 7, 2021, the Company acquired 100% of the membership interest in PHP for total consideration of $5,380,087.

The acquisition was funded through equity contributions, draw down of debt and the issuance of member units to the sellers.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce being subsumed into goodwill, the Company's presence in the marketplace, and its long-term expected revenue growth. A tax election was filed; therefore, goodwill is deductible for income tax purposes.

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid and assets acquired and liabilities assumed recognized at the preliminary fair value at the date of acquisition:

Consideration:		
Cash	$	2,436,860
Due from seller		(56,773)
3,000 Class A Units of HS Group Holding Company, LLC		3,000,000
Total invested capital	$	5,380,087
Recognized amount of identifiable assets acquired and liabilities assumed:		
Cash	$	783,815
Receivables		265,090
Prepaid expenses and other assets		20,621
Property and equipment		195,658
Intangible assets		905,000
Accounts payable		(11,857)
Accrued expenses and other liabilities		(630,062)
Deferred service contract		(130,955)
Notes payable		(132,500)
Extended warranties		(541,548)
Total identifiable net assets acquired		723,262
Goodwill		4,656,825
	$	5,380,087

The fair value of the 3,000 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

In connection with the transaction, the Company incurred $669,400 of transaction expenses, which were expensed as incurred in the accompanying consolidated statement of operations.

The $905,000 of identified intangible assets were assigned to trade names (20-year life).

Note 2. Acquisition of Businesses (Continued)

Sir Grout: Effective September 13, 2021, the Company acquired 100% of the membership interest in SGF and SG for total consideration of $12,697,136.

The acquisition was funded through equity contributions, draw down of debt and the issuance of member units to the sellers.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce being subsumed into goodwill, the Company's presence in the marketplace, and its long-term expected revenue growth. A tax election was filed; therefore, goodwill is deductible for income tax purposes.

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid and the assets acquired and liabilities assumed recognized at preliminary fair value at the date of acquisition:

Consideration:	
Cash	$ 10,697,136
1,354 Class A Units of HS Group Holding Company, LLC	2,000,000
Total invested capital	$ 12,697,136
Recognized amount of identifiable assets acquired and liabilities assumed:	
Cash	$ 133,841
Receivables	152,790
Other assets	66,092
Intangible assets	2,612,000
Accounts payable	(5,338)
Accrued expenses and other liabilities	(128,159)
Deferred revenue	(455,252)
Total identifiable net assets acquired	2,375,974
Goodwill	10,321,162
	$ 12,697,136

The fair value of the 1,354 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

In connection with the transaction, the Company incurred $697,658 of transaction expenses, which were expensed as incurred in the accompanying consolidated statement of operations.

Of the $2,612,000 of identified intangible assets, $2,029,000 was assigned to franchise agreements (10-year life) and $583,000 was assigned to trade names (20-year life).

Note 2. Acquisition of Businesses (Continued)

Granite Garage: Effective May 13, 2022, the Company acquired 100% of the membership interest in GGFF and GGFA for total consideration of $15,488,411.

The acquisition was funded through equity contributions, and the issuance of member units to the sellers.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce being subsumed into goodwill, the Company's presence in the marketplace, and its long-term expected revenue growth. A tax election was filed; therefore, goodwill is deductible for income tax purposes.

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid and the assets acquired and liabilities assumed recognized at preliminary fair value at the date of acquisition:

Consideration:	
Cash	$ 13,970,942
Due to seller	17,469
835 Class A Units of HS Group Holding Company, LLC	1,500,000
Total invested capital	$ 15,488,411
Recognized amount of net assets of the Company:	
Cash	$ 129,606
Receivables	227,163
Inventory	92,885
Other current assets	154,809
Contract assets	31,395
Fixed assets	23,852
Right-of-use asset	43,701
Tradename	1,038,000
Franchise agreements	1,797,000
Accounts payable and accruals	(101,868)
Lease liability	(45,540)
Deferred revenue	(330,806)
Total identifiable net assets acquired	3,060,197
Goodwill	12,428,214
	$ 15,488,411

The fair value of the 835 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

In connection with the transaction, the Company incurred $884,988 of transaction expenses, which were expensed as incurred in the accompanying consolidated statement of operations.

Of the $2,830,000 of identified intangible assets, $1,792,000 was assigned to franchise agreements (10-year life) and $1,038,000 was assigned to trade names (20-year life).

Note 3. Property and Equipment

Property and equipment consisted of the following at December 31:

	2022	2021
Equipment	$ 715,331	$ 594,155
Vehicles	1,773,069	1,408,474
Furniture and fixtures	97,051	74,083
Leasehold improvements	629,288	503,139
Work in process	68,915	-
Software development costs	133,357	133,357
Total property and equipment	3,417,011	2,713,208
Less accumulated depreciation and amortization	(1,094,816)	(361,451)
Property and equipment, net	$ 2,322,195	$ 2,351,757

Depreciation expense for the years ended December 31, 2022, 2021, and for the period from August 13, 2020 (acquisition date), through December 31, 2020, was approximately $428,000, $297,000, and $64,000 respectively.

Note 4. Intangible Assets and Goodwill

Following is a summary of intangible assets:

	December 31, 2022			
	Weighted-Average Remaining Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchise agreements	8.04	$ 15,351,284	$ 3,023,790	$ 12,327,494
Trade names	18.12	7,821,407	736,027	7,085,380
Software	4.62	1,776,300	599,008	1,177,292
Trade secrets	22.98	1,081,000	87,428	993,572
		$ 26,029,991	$ 4,446,253	$ 21,583,738
Goodwill	8.26	$ 64,527,306	$ 11,225,551	$ 53,301,755

Note 4: Intangible Assets and Goodwill (Continued)

	December 31, 2021			
	Weighted-Average Remaining Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchise agreements	9.03	$ 13,600,000	$ 1,544,043	$ 12,055,957
Trade names	19.08	6,789,000	364,499	6,424,501
Software	5.62	1,687,000	333,957	1,353,043
Trade secrets	23.98	1,081,000	44,188	1,036,812
		$ 23,157,000	$ 2,286,687	$ 20,870,313
Goodwill	9.08	$ 52,088,447	$ 5,196,512	$ 46,891,935

The change in the carrying value of goodwill for the years ended December 31, 2022 and 2021, is as follows:

Balance at December 31, 2020	$ 35,677,018
Additions of goodwill	15,536,934
Amortization expense	(4,279,313)
Measurement period adjustment	(42,704)
Balance at December 31, 2021	46,891,935
Additions of goodwill	12,433,214
Amortization expense	(6,023,394)
Balance at December 31, 2022	$ 53,301,755

A measurement period adjustment was recorded in 2021 that related primarily to the working capital adjustment for the acquisition of Pestmaster and an adjustment to notes receivable for the acquisition of HS Group Holding Company, LLC. The net effect adjusted goodwill by approximately $43,000. The effect of amortization expense was de minimis.

Amortization expense recognized on intangible assets and goodwill totaled approximately $2,100,000 and $6,020,000, respectively, as of December 31, 2022. Amortization expense recognized on intangible assets and goodwill totaled approximately $1,800,000 and $4,280,000, respectively, as of December 31, 2021. Amortization expense recognized on intangible assets and goodwill totaled approximately $493,000 and $917,000, for the period August 13, 2020 (acquisition date) through December 31, 2020, respectively.

Note 4: Intangible Assets and Goodwill (Continued)

The future estimated aggregate amortization expense for intangibles and goodwill as of December 31, 2022, is as follows:

	Goodwill	Intangibles
Years ending December 31:		
2023	$ 6,452,731	$ 2,259,116
2024	6,452,731	2,259,116
2025	6,452,731	2,259,116
2026	6,452,731	2,259,116
2027	6,452,731	2,259,116

Note 5. Long-Term Debt

In connection with the Company's acquisition of USA on December 23, 2020, the Company entered into a credit agreement with a financial institution. Maximum borrowings under the credit agreement allow for $2,000,000 of a revolving loan, $12,500,000 of a senior secured term loan and $20,000,000 of additional term loans, which are secured by substantially all of the assets of the Company. The available borrowings on the revolver are limited to a borrowing base, calculated from the adjusted senior debt to earnings before interest, taxes, depreciation and amortization (EBITDA) as further defined in the credit agreement. In connection with the agreement, the Company incurred debt issuance costs of $410,323, which are amortized over the term of the credit agreement.

In connection with the Company's Acquisition of PHP on May 7, 2021, the Company signed the First Amendment to the Loan Agreement (the First Amendment) which provided an additional term loan of $4,000,000. The Company incurred debt issuance costs of $100,000, which are amortized over the term of the credit agreement.

On September 13, 2021, the Company signed the Second Amendment to the Loan Agreement (the Second Amendment), which granted approval for the acquisition of Sir Grout, LLC, and provided an additional term loan of $12,000,000. The Company incurred debt issuance costs of $451,094, which are amortized over the term of the credit agreement.

On May 13, 2022 and August 24, 2022 the Company signed the Third and Fourth Amendments, respectively. These amendments had no impact to cash flows and were to allow for the acquisition of Granite Garage and to update the definition of EBITDA, as it relates calculations required to be performed to confirms that the Company has met its debt covenants.

The interest rate is a floating rate equal to the lesser of London Interbank Offered Rate (LIBOR) plus the applicable margin and the maximum rate, as defined in the credit agreement, which is 9.2% as of December 31, 2022. Principal payments are due quarterly on the first day of each quarter in an amount equal to $71,093 and with a balloon payment on December 23, 2025. There is $28,072,031 outstanding on the senior secured term loan at December 31, 2022, and nothing drawn down on the revolving loan or the additional term loans.

The credit agreement includes certain ratios and excess cash flow payments. The credit agreement is collateralized by all business assets of the Company. As of December 31, 2022, the Company was in compliance with its debt covenants.

Note 5. Long-Term Debt (Continued)

Amortization expense recognized on debt issuance costs was approximately $210,000, $123,000, and de minimus as of December 31, 2022, 2021, and for the period from August 13, 2020 (acquisition date), through December 31, 2020, respectively.

A summary of long-term debt is as follows as of December 31, 2022:

	2022	2021
Term loan	$ 28,072,031	$ 28,356,406
Less unamortized debt issuance costs	(628,999)	(838,531)
Less current portion	(284,372)	(284,372)
	$ 27,158,660	$ 27,233,503

Future maturities of long-term debt are as follows:

2023	$ 284,372
2024	284,372
2025	27,503,287
	$ 28,072,031

Note 6. Leases

Operating lease: The Company leases real estate and vehicles, under operating lease agreements that have initial term of four to 15 years. Some leases include one or more options to renew, generally at the Company's sole discretion, with renewal terms that can extend the lease five times up to a term of five years each. In addition, certain leases contain termination options, where the rights to terminate are held by either the Company, the lessor or both parties. These options to extend or terminate a lease are included in the lease terms when it is reasonably certain that the Company will exercise that option. The Company's operating leases generally do not contain any material restrictive covenants or residual value guarantees.

Operating lease cost is recognized on a straight-line basis over the lease term. Lease expense is approximately $1,426,819 for the year ended December 31, 2022. Weighted average lives remaining on lease terms are 4-10 years and the weighted average discount rates are 1.00%.

Supplemental cash flow information related to leases is as follows for the year ended December 31, 2022:

Operating leases	
Operating cash outflows—payments on operating leases	$ 1,379,117
Right-of-use assets in exchange for new lease obligations:	
Operating leases	$ 6,670,560

Note 6. Leases (Continued)

Future undiscounted cash flows for each of the next five years and thereafter and a reconciliation to the lease liabilities recognized on the balance sheet are as follows as of December 31, 2022:

Years ending December 31:	
2023	$ 1,291,303
2024	1,277,119
2025	1,220,701
2026	594,701
2027	288,550
Thereafter	803,049
Total lease payments	5,475,423
Less imputed interest	172,113
Total present value of lease liabilities	$ 5,647,536

Future minimum rentals, as determined under Topic 840, for all non-cancelable leases as of December 31, 2021 payments are as follows:

2022	$ 1,304,478
2023	1,215,191
2024	1,215,070
2025	1,118,024
2026	400,947
Thereafter	564,049
	$ 5,817,759

Note 7. Commitments and Contingencies

Legal matters: From time to time, the Company may be involved in legal actions arising in the ordinary course of business or, conditions may exist that may result in a loss but will only be resolved when one or more future events occur or fail to occur. Each of these actions or matters is assessed by the Company's management and legal counsel to evaluate the perceived merits of any proceeding or claim, as well as any relief sought or expected to be sought. Such assessment involves the exercise of judgment. The Company establishes accruals for losses that management deems to be probable and subject to reasonable estimate. If the assessment indicates that a potentially material loss contingency is not probable but reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss, if determinable and material, would be disclosed.

Related-party transaction: A company related to the Company's majority member charges the Company for financial and management services under a management services agreement for reimbursement of reasonable direct expenses, which is included in general and administrative expense on the accompanying consolidated statements of operations. The total expense for the years ended December 31, 2022, 2021, and for the period from August 13, 2020 (acquisition date), through December 31, 2020, is approximately $295,000, $294,000 and $100,800, respectively.

Note 8. Members' Equity

Members' equity consisted of the following membership units:

	2022	
	Units Authorized	Units Outstanding
Class A Units	1,000,000	72,224
Class B Units	7,524	4,184

	2021	
	Units Authorized	Units Outstanding
Class A Units	1,000,000	62,608
Class B Units	6,510	5,137

Class A Units have voting rights on all matters requiring the consent, approval or vote of the Members. The Class A Units receive preference on distributions.

Class B Units are profit interests that do not have voting rights and have been issued to designated management employees of the Company without any corresponding capital contribution. The holders of these units are entitled to share in the appreciation of the Company's assets that occur subsequent to the date of grant. The Class B Units are dilutive to the participating preferred units.

The Company has issued 8,415, 6,452, 1,367 units to certain management employees as of December 31, 2022, 2021, and for the period from August 13, 2020 (acquisition date), through December 31, 2020, respectively. The units substantially vest upon a change in control of the Company, if still employed. The fair value of the awards at the date of grant is estimated using option pricing models. The expected terms assumption reflects the period for which the Company believes the awards will remain outstanding and is based on the expected behavior of the award holders. The Company determined the volatility of the fair value of its units through comparison to similar entities considering such characteristics as industry, stage of life cycle, size, and financial leverage. The risk free rate reflects the U.S. Treasury yield curve for similar expected life instruments in effect at the time of grant. During the years ended December 31, 2022 and 2021, and for the period from August 13, 2020 (acquisition date), through December 31, 2020 there were 4,231, 1,314, and zero cumulative units forfeited, respectively.

For the years ended December 31, 2022, 2021, and for the period from August 13, 2020 (acquisition date), through December 31, 2020 there was unrecognized compensation costs related to the Class B Units of approximately $943,000, $2,250,000 and $504,000, respectively. The unrecognized compensation costs will be recognized at the time the vesting criterion is probable to occur.

GUARANTEE OF PERFORMANCE

For value received, **HS GROUP HOLDING COMPANY, LLC**, a Delaware limited liability company (the "Guarantor"), located at Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, New York 10111, absolutely and unconditionally guarantees to assume the duties and obligations of **MAIDPRO FRANCHISE, LLC**, located at 77 North Washington Street, Boston, Massachusetts 02114 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2023 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Santa Monica (city), California (state), on the 29 day of March, 2023.

GUARANTOR:

HS GROUP HOLDING COMPANY, LLC

By: Caroline Peck

Name: Caroline Peck

Its: Vice President and Manager

MaidPro Franchise Corporation

Financial Report
August 12, 2020

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RSM

Independent Auditor's Report

RSM US LLP

To the Shareholders
MaidPro Franchise Corporation

Report on the Financial Statements
We have audited the accompanying financial statements of MaidPro Franchise Corporation which comprise the balance sheets as of August 12, 2020 and December 31, 2019, the related statements of operations and (accumulated deficit) retained earnings and cash flows for the period from January 1, 2020 through August 12, 2020 and the years ended December 31, 2019 and 2018, and the related notes to the financial statements.

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

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

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

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of MaidPro Franchise Corporation as of August 12, 2020 and December 31, 2019, and the results of its operations and its cash flows for the period from January 1, 2020 through August 12, 2020 and the years ended December 31, 2019 and 2018, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter
As discussed in Note 1 to the financial statements, in 2019, the Company adopted new accounting guidance for revenue recognition. Our opinion is not modified with respect to this matter.

RSM US LLP

Detroit, Michigan
May 25, 2021

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MaidPro Franchise Corporation

Balance Sheets
August 12, 2020 and December 31, 2019

	2020	2019
Assets		
Current assets:		
Cash and cash equivalents	**$ 1,459,516**	$ 678,492
Accounts receivable, net	**1,492,107**	2,162,914
Due from affiliated companies	**62,273**	4,045
Prepaid expenses and other current assets	**322,977**	223,637
Current portion of note receivables	**39,704**	20,105
Total current assets	**3,376,577**	3,089,193
Property and equipment, net	**235,334**	239,972
Intangible assets	**95,915**	161,767
Note receivables, net of current portion	**103,335**	156,900
Other noncurrent assets	**894,214**	896,016
	1,093,464	1,214,683
Total assets	**$ 4,705,375**	$ 4,543,848
Liabilities and Shareholders' Deficit		
Current liabilities:		
Lines of credit	**$ 30,141**	$ 225,000
Payment Protection Program loan	**971,777**	-
Accounts payable and accrued expenses	**728,808**	378,723
Current portion of deferred franchise and territory fees	**610,112**	592,021
Total current liabilities	**2,340,838**	1,195,744
Other noncurrent liabilities	**602,629**	606,367
Deferred franchise and territory fees, net of current portion	**2,863,316**	2,970,867
	3,465,945	3,577,234
Total liabilities	**5,806,783**	4,772,978
Shareholders' deficit:		
Class A capital stock, voting, no par value; 180,000 shares authorized; 180 shares issued and outstanding	**180**	180
Class B capital stock, non voting, no par value; 20,000 shares authorized; 20 shares issued and outstanding	**20**	20
Accumulated deficit	**(1,101,608)**	(229,330)
Total shareholders' deficit	**(1,101,408)**	(229,130)
Total liabilities and shareholders' deficit	**$ 4,705,375**	$ 4,543,848

See notes to financial statements.

MaidPro Franchise Corporation

Statements of Operations and (Accumulated Deficit) Retained Earnings
Period from January 1, 2020 through August 12, 2020 and for the years ended December 31, 2019 and 2018

	2020	2019	2018
Revenues, net	**$ 5,376,550**	$ 10,833,267	$ 9,363,501
Operating expenses	**5,632,243**	9,420,624	8,125,002
Income from operations	**(255,693)**	1,412,643	1,238,499
Other income (expense):			
Other income	**59,264**	127,722	23,182
Other expenses	**(41,635)**	(88,357)	(67,280)
	17,629	39,365	(44,098)
Net loss (income)	**(238,064)**	1,452,008	1,194,401
(Accumulated deficit) retained earnings, beginning of year	**(229,330)**	2,072,075	2,044,845
Impact upon adoption of ASC 606	**-**	(1,888,411)	-
Distributions	**(634,214)**	(1,865,002)	(1,167,171)
(Accumulated deficit) retained earnings, end of year	**$ (1,101,608)**	$ (229,330)	$ 2,072,075

See notes to financial statements.

MaidPro Franchise Corporation

Statements of Cash Flows
Period from January 1, 2020 through August 12, 2020 and for the years ended December 31, 2019 and 2018

	2020	2019	2018
Cash flows from operating activities:			
Net (loss) income	**$ (238,064)**	$ 1,452,008	$ 1,194,401
Adjustments to reconcile net (loss) income to net cash provided by operating activities:			
Depreciation and amortization	**100,726**	173,614	168,254
Bad debt expense	**283,417**	275,923	60,837
Changes in assets and liabilities:			
Accounts receivable	**434,114**	(364,151)	(323,131)
Due from affiliated companies	**(58,228)**	108,758	19,916
Prepaid expenses and other current assets	**(99,340)**	88,791	(75,643)
Other noncurrent assets	**1,802**	(90,893)	-
Accounts payable and accrued expenses	**350,085**	(118,825)	36,832
Funds committed for franchisee advertising	**-**	-	75,178
Other noncurrent liabilities	**(3,738)**	412,640	134,356
Deferred franchise and territory fees	**(89,460)**	191,657	206,309
Net cash provided by operating activities	**681,314**	2,129,522	1,497,309
Cash flows from investing activities:			
Note receivables	**(12,758)**	(14,175)	(37,875)
Acquisition of property and equipment	**(28,077)**	(321,778)	(162,842)
Purchase of software development	**(2,159)**	-	-
Net cash used in investing activities	**(42,994)**	(335,953)	(200,717)
Cash flows from financing activities:			
Net (payments) borrowings on line of credit	**(194,859)**	60,000	-
Proceeds from Payment Protection Program loan	**971,777**	-	-
Distributions	**(634,214)**	(1,865,002)	(1,167,171)
Net cash provided by (used in) financing activities	**142,704**	(1,805,002)	(1,167,171)
Net increase (decrease) in cash and cash equivalents	**781,024**	(11,433)	129,421
Cash and cash equivalents, beginning of year	**678,492**	689,925	560,504
Cash and cash equivalents, end of year	**$ 1,459,516**	$ 678,492	$ 689,925
Supplemental disclosures of cash flow information:			
Interest paid	**$ 7,449**	$ 12,625	$ 1,722
Income taxes paid	**$ 18,280**	$ 9,300	$ 24,423

See notes to financial statements.

Note 1. Summary of Significant Accounting Policies

Nature of business: MaidPro Franchise Corporation (the Company or the Franchisor) is a franchisor that provides support, guidance and training to the Company's franchisees. The Company's franchisees provide residential and office cleaning services in the United States and Canada. The Company began franchising operations in January 1997 and conducts operations from its principal office in Massachusetts.

The Company entered into 6, 13, and 13 new franchise agreements during the period from January 1, 2020 through August 12, 2020 and the years ended December 31, 2019 and 2018, respectively. The Company had 173, 174 and 165 franchises in operation at August 12, 2020 and December 31, 2019 and 2018, respectively.

Basis of presentation: The accompanying financial statements have been prepared in accordance with accounting standards set by the Financial Accounting Standards Board (FASB). The FASB sets generally accepted accounting principles (GAAP) that the Company follows to ensure its financial condition, results of operations, and cash flows are consistently reported. References to GAAP issued by the FASB in these notes to the financial statements are to the FASB Accounting Standards Codification (ASC).

Revenue and expense recognition:

Revenue recognition policy: As of January 1, 2019, the Company recognizes revenue in accordance with ASC Topic 606, *Revenue from Contracts with Customers*, which provides a five-step model for recognizing revenue from contracts with customers as follows: identify the contract with a customer, identify the performance obligations in the contract, determine the transaction price, allocate the transaction price to the performance obligations in the contract, and recognize revenue when or as performance obligations are satisfied.

Nature of services: The Company's franchise agreements include (a) the right to use our symbolic intellectual property over the term of each franchise agreement, (b) pre-opening services, such as training, (c) ongoing services, such as management of the advertising fund contributions and support services for the franchisees, and (d) a license to use the Company's internal-use software which is hosted on the Company's Software as a Service (SaaS) platform. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and therefore are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day-to-day, the symbolic intellectual property is accessed over time and the customer (the franchisee) simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities).

The Company's revenue consists primarily of franchise revenue, which includes franchise royalties, advertising fund contributions, franchise fees, and support services performed for franchisees. Initial franchise fees are based on the market type selected and are paid at the time an individual franchise agreement is signed. Territory fees are for the purchase of additional territory over and above the minimum qualified households allowable based on the market type selected and are also paid at the time an individual franchise agreement is signed.

The Company's products and services are marketed and sold primarily to customers in the United States. Our results of operations are substantially affected by economic conditions, which can vary significantly by market and can be impacted by consumer disposable income levels and spending habits.

Note 1. Summary of Significant Accounting Policies (Continued)

The Company's revenue also includes amortization of gift card breakage. The Company sells gift cards on behalf of its franchisees which are redeemable at all franchise locations. The Company records the sale of the cards as a liability which is included in accounts payable and accrued expenses. Gift cards redeemed at franchisee locations are applied against the related franchisees' payable to the Company and the related gift card liability is reduced. The gift card liability was $14,830 and $25,165 at August 12, 2020 and December 31, 2019, respectively. When a gift card is not subject to escheatment and it is probable that a portion of a gift card will not be redeemed, this amount is considered to be breakage. Breakage is recognized as revenue consistent with the historic redemption patterns of the associated gift cards. Revenues related to breakage were $11,780, $97,989, and $41,154 for the period January 1, 2020 through August 12, 2020 and the years ended December 31, 2019 and 2018, respectively. The Company uses historic gift card redemption patterns to determine the probability of a gift card's redemption.

Payment terms: The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. Agreements may include initial and renewal franchise fees, sales-based royalties, and fees for administrative services performed for the franchisee.

The Company believes its franchising agreements do not contain a significant financing component because (a) the timing of the upfront payment does not arise for the reason of provision of financing to the company and (b) the sales-based royalty is variable and based on factors outside the Company or the franchisee's control.

Revenue recognition: Initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement beginning when the agreement is signed. Franchise agreements typically have a term of 10 years with the option to renew for an additional 5 years, if the franchisee is in compliance with the terms of the franchise agreement.

Continuing royalties are calculated as a percentage of franchisees' reported sales that are related entirely to the Company's performance obligation under the franchise agreement. These royalties are considered variable consideration but, because they relate to a license of intellectual property, they are not included in the transaction price. Instead, royalty revenue is recognized as franchisee sales occur. Advertising contributions received from our franchisees are recorded as a component of franchise royalties and fees in the statements of operations and retained earnings.

Contract balances: The Company records accounts receivable when it has the unconditional right to issue an invoice and receive payment, regardless of whether revenue has been recognized. If revenue has not yet been recognized, a contract liability (deferred franchise and territory fees) also is recorded.

Commission's costs: The Company defers those direct and incremental costs associated with the sale of franchises. Deferred costs are charged to earnings when the related deferred franchise and territory fees are recognized as revenue over the term of the respective agreement. The Company has determined the period of benefit for direct and incremental costs associated with the sale of franchises to be 10 years by taking into consideration the initial term of the franchise agreement. Amortization is recognized on a straight-line basis commensurate with the pattern of revenue recognition. Deferred costs are recorded in prepaid expenses and other current assets and other noncurrent assets in the accompanying balance sheets.

Note 1. Summary of Significant Accounting Policies (Continued)

Adoption of ASC 606: The Company adopted ASC Topic 606, *Revenue from Contracts with Customers*, as of January 1, 2019 using the modified retrospective approach, where the standard is applied only to the most current period presented in the financial statements and only to contracts which are not completed as of January 1, 2019. Results for reporting periods beginning after January 1, 2019 are presented under Topic 606, while prior period amounts are not adjusted and continue to be reported in accordance with historic accounting under ASC 605, *Revenue Recognition*, and ASC 925, *Franchisors*. Historically, the Company recorded revenue under ASC 605, *Revenue Recognition*, and ASC 925, *Franchisors*. Franchise and territory fees were recognized as revenue, and direct and incremental costs of the sale of the franchise were recognized as expense, when the location was operational and the Company had performed substantially all of the services pursuant to the franchise agreement. Franchise and territory fees received and unearned were reported as deferred franchise and territory fees in the accompanying balance sheet and deferred costs were recorded in prepaid expenses and other current assets and other noncurrent assets in the accompanying balance sheet.

The Company collects funds from its franchisees for advertising pursuant to the Company's franchise agreements at a percentage of franchisee sales. Under ASC 605, the collection of funds from franchisees for advertising pursuant to the Company's franchise agreements constituted agency transactions and were not recognized as revenues and expenses. Advertising funds collected from franchisees were recorded as a liability. Advertising costs, including internal marketing costs, incurred were charged against this liability. Under ASC 606, these advertising services are not considered distinct because they are highly dependent and interrelated to the franchise right. Advertising contributions are now considered part of the transaction price for the franchise right and recognized as revenue as the underlying sales occur. The advertising costs incurred for franchisees will be expensed in accordance with the Company's normal policy.

Upon adoption, the Company recorded a cumulative reduction to opening retained earnings of $1,888,411. The impact on opening retained earnings was a $3,047,994 decrease as the franchise and territory fees will now be taken over the term of the agreement offset by a $864,666 increase as the associated commissions costs will also be taken over the term of the agreement and a $294,917 increase as a result of the treatment of funds collected from franchisees for advertising previously recorded as a liability.

Note 1. Summary of Significant Accounting Policies (Continued)

The cumulative effect of adopting ASC 606 effective January 1, 2019 on the Company's balance sheet is as follows:

	As of January 1, 2019		
	As Previously Reported	ASC 606 Adjustments	As Adjusted
Assets			
Prepaid expense and other current assets	$ 252,885	$ (108,746)	$ 144,139
Other noncurrent assets	-	896,016	896,016
Liabilities			
Deferred franchise and territory fees	$ (323,237)	$ (3,047,994)	$ (3,371,231)
Funds committed for franchisee advertising	(294,917)	294,917	-
Shareholders' equity			
Retained earnings	$ 2,072,075	$ (1,888,411)	$ 183,664

In accordance with ASC 606, the disclosure of the impact from adoption of the standard to the Company's financial statements in 2019 was as follows:

	As Reported	Balances Without Adoption of ASC 606	Effect of Change Higher (Lower)
Revenues, net	$ 10,833,267	$ 10,458,857	$ 374,410
Operating expenses	9,420,624	8,807,670	612,954
Income from operations	$ 1,420,543	$ 1,651,187	$ (238,544)

Note 1. Summary of Significant Accounting Policies (Continued)

	As Reported	Balances Without Adoption of ASC 606	Effect of Change - Higher (Lower)
Assets			
Prepaid and other current assets	$ 223,637	$ 42,259	$ 181,378
Other noncurrent assets	896,016	-	896,016
Liabilities			
Deferred franchise and territory fees	$ 3,562,888	$ 24,752	$ 3,538,136
Funds committed for franchisee advertising	-	341,687	(341,687)
Shareholders' equity			
Accumulated deficit	$ (229,330)	$ 1,889,725	$ (2,119,055)

Cash and cash equivalents: The Company considers all short-term, highly liquid investments with original maturities of ninety days or less to be cash and cash equivalents. Cash equivalents consist of money market accounts.

Accounts receivable: Accounts receivable is stated at the amount the Company expects to collect from outstanding balances. The Company maintains an allowance for doubtful accounts for estimated losses resulting from the inability of its franchisees to make required payments. Management considers the following factors when determining the collectability of specific accounts: credit-worthiness of franchisees, past transaction history with the franchisee, current economic industry trends, and changes in franchisee payment terms. Certain franchisees are on payment plans for outstanding balances but continue to make payments in accordance with the established payment plans. If the financial conditions of the Company's franchisees were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to the allowance. Account receivables that remain outstanding after the Company has made reasonable collection efforts are written off against the allowance and a credit to accounts receivable. Recoveries of accounts receivable previously written off are recorded when received. The allowance for doubtful accounts on accounts receivable amounted to $488,191 and $262,787 at August 12, 2020 and December 31, 2019, respectively.

Note 1. Summary of Significant Accounting Policies (Continued)

Notes receivable: The Company enters into promissory notes with franchisees that allow the franchisees to defer payments of certain amounts of franchise fees and royalty fees due to the Company up to an amount of $25,000. Promissory notes are repaid through monthly installments of principal and interest over a three year period. Notes receivable are stated at the amount the Company expects to collect from outstanding notes entered into with franchisees. Management considers the following factors when determining the collectability of the outstanding notes receivables: credit-worthiness of franchisees, past transaction history with the franchisee, current economic industry trends, and changes in franchisee payment terms. If the financial conditions of the Company's franchisees were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to the allowance. At August 12, 2020 and December 31, 2019, there was no allowance recorded against the notes receivable. The allowance for doubtful accounts on notes receivable amounted to $46,724 and $0 at August 12, 2020 and December 31, 2019, respectively.

Concentration of credit risk: The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. The Company maintains its cash and cash equivalents in bank deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents. The Company grants credit to its franchisees. Consequently, the Company's ability to collect the amounts due from franchisees is affected by economic fluctuations. The Company routinely assesses the financial strength of its franchisees and believes that its accounts receivable credit risk exposure is limited.

Franchisor advertising: Advertising costs of the Franchisor are charged against income during the period the advertising is displayed. Advertising costs are expensed as incurred and totaled $150,158, $312,119 and $265,140 for the period January 1, 2020 through August 12, 2020 and the years ended December 31, 2019 and 2018, respectively.

Income taxes: The Company, with the consent of its shareholders, has elected under the Internal Revenue Code and Massachusetts state tax law to be taxed as an S corporation. In lieu of corporate income taxes, the shareholders of an S corporation are taxed on their proportionate share of a Company's taxable income. Therefore, no provision or liability for federal and Massachusetts state income tax has been included in the financial statements. State income taxes have been provided for with respect to those states that impose a tax at the entity level.

The Company follows ASC 740, *Accounting for Uncertainty in Income Taxes*. ASC 740 provides guidance for how uncertain tax positions should be recognized, measured, presented and disclosed in the financial statements. ASC 740 also requires the evaluation of tax positions taken or expected to be taken in the course of preparing the Company's tax returns to determine whether the tax positions are more-likely-than-not of being sustained by the applicable tax authority. Tax positions not deemed to meet a more-likely-than-not threshold would be recorded as a tax expense in the current year. The Company will recognize interest and penalties related to unrecognized tax benefits, if any, in income tax expense. As of August 12, 2020 and December 31, 2019, the Company does not have any uncertain tax positions. With few exceptions, the Company is no longer subject to tax examinations by tax authorities for years before 2016.

Note 1. Summary of Significant Accounting Policies (Continued)

Software development costs: Costs for software developed for internal use are accounted for in accordance with ASC 350, *Intangibles – Goodwill and Other - Internal-Use Software*. ASC 350 requires the capitalization of certain costs incurred in connection with developing or obtaining internal-use software. In accordance with ASC 350, the Company expenses costs incurred in the preliminary project stage of developing or acquiring internal use software, such as research and feasibility studies, as well as costs incurred in the post-implementation/operational stage, such as maintenance and training. Capitalization of software development costs occurs only after the preliminary project stage is complete, management authorizes the project, and it is probable that the project will be completed and the software will be used for the function intended. Costs associated with the purchase and development of computer software are capitalized and amortized on a straight-line basis over the estimated useful life of the related asset. Software development costs are recorded in property and equipment in the accompanying balance sheets. The Company capitalized software development costs of $2,160 and $90,246 for the period ended August 12, 2020 and the year ended December 31, 2019, respectively.

Property and equipment: Property and equipment are stated at cost, net of accumulated depreciation and amortization. Expenditures for additions and improvements are capitalized while maintenance and repair expenditures are charged to operations as incurred. When assets are sold or otherwise retired from service, their cost and related accumulated depreciation and amortization are removed from the accounts and any gain or loss is included in the results of operations. Depreciation and amortization is computed using the straight-line method based on the following estimated useful lives:

	Years
Office and computer equipment	3-5
Software development costs	3
Furniture and fixtures	7
Leasehold improvements	Lesser of useful life or lease term

Impairment of long-lived assets: The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the book value of the asset may not be recoverable. The Company evaluates whether events and circumstances have occurred that indicate possible impairment. An asset is considered impaired if the net book value of the asset exceeds the future projected undiscounted cash flows anticipated to be generated by the asset. The impairment is then measured as the excess of the net book value of the asset over its estimated fair value. During the period ended August 12, 2020 and the years ended December 31, 2019 and 2018, no impairment charge was required.

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

Note 1. Summary of Significant Accounting Policies (Continued)

Recent accounting pronouncements: In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02, *Leases* (Topic 842). The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of operations. A modified retrospective transition approach is required. An entity may adopt the guidance either (1) retrospectively to each prior reporting period presented in the financial statements with a cumulative-effect adjustment recognized at the beginning of the earliest comparative period presented or (2) retrospectively at the beginning of the period of adoption through a cumulative-effect adjustment. In July 2018, the FASB also issued ASU 2018-11, *Leases (Topic 842): Targeted Improvements*, which provides an optional transition method allowing the standard to be applied at the adoption date. This new standard is effective for fiscal years beginning after December 15, 2021, with early adoption permitted. The Company is currently evaluating the impact of the pending adoption of the new standard on the financial statements.

Note 2. Related Party Transactions

Due from affiliated companies: The Company shares certain operating expenses with and provides services to one company affiliated with the Company by common ownership. The Company had amounts due from three companies affiliated with the Company by common ownership. The amounts due at August 12, 2020 and December 31, 2019 were $62,273 and $4,045, respectively.

Franchise revenue: The Company earned revenue in connection with a franchise under common ownership. For the period January 1, 2020 through August 12, 2020 and the years ended December 31, 2019 and 2018, total franchise revenue recorded was $18,500, $51,332 and $49,220, respectively.

Note 3. Property and Equipment and Intangibles Assets

Property and equipment consisted of the following at August 12, 2020 and December 31, 2019:

	2020	2019
Office and computer equipment	$ 304,534	$ 290,709
Furniture and fixtures	153,361	153,361
Leasehold improvements	369,365	355,114
Software development costs	921,286	919,126
Total property and equipment	1,748,546	1,718,310
Less accumulated depreciation and amortization	(1,417,297)	(1,316,571)
Property and equipment, net	$ 331,249	$ 401,739

Depreciation and amortization expense for the period January 1, 2020 through August 12, 2020 and the years ended December 31, 2019 and 2018 was $100,726, $173,614 and $168,254, respectively.

Note 4. Line of Credit

The Company maintains a line of credit which bears interest at the LIBOR Rate plus 1% (4.25% and 5.75% at August 12, 2020 and December 31, 2019, respectively), and is payable on demand. The line of credit expires on June 30, 2021. As of August 12, 2020 and December 31, 2019, the balance on the line of credit was $30,141 and $225,000, respectively. The maximum available borrowing on the line of credit was $1,000,000 at August 12, 2020 and December 31, 2019. The line of credit is guaranteed by the shareholders of the Company and is collateralized by all assets of the Company.

Note 5. Payment Protection Program Loan

On May 5, 2020, the Company received a loan under the Paycheck Protection Program (PPP) of the CARES Act of $971,777. The PPP is administered by the United States Small Business Administration (SBA). The funding may be forgiven upon application for forgiveness and verification that the expenses meet certain criteria outlined by the SBA. Any unforgiven portion of the loan bears interest at 1% and has a maturity date in May 2022.

Note 6. Commitments and Contingencies

Operating lease: In May 2018, the Company extended the term of the lease agreement for its office space until April 2026.

Future minimum lease payments under the operating lease for the period ending August 12, 2020:

2021	$ 731,495
2022	745,380
2023	759,265
2024	773,154
Thereafter	1,050,934
	$ 4,060,228

Rent expense under the operating lease for the period January 1, 2020 through August 12, 2020 and the years ended December 31, 2019 and 2018 totaled $422,099, $645,604 and $556,140, respectively. The Company shares its office space with affiliated companies and charges each company for a portion of its rent payments. For the period January 1, 2020 through August 12, 2020 and the years ended December 31, 2019 and 2018, amounts for rent totaling $14,000, $32,656 and $46,968, respectively, were paid by the Company and allocated to the affiliate companies. For each year through the expiration of the operating lease, the amount expected to be allocated to the affiliated companies is $24,000.

Letters of credit: Pursuant to the terms of the operating lease of the Company's office facilities as described above, the Company complied with the security deposit obligation required by the lease through a letter of credit for $75,377. The letter of credit amount reduces the availability on the line of credit borrowing capacity. The letter of credit is automatically renewed and expires 30 days after the expiration date of the lease.

Note 6. Commitments and Contingencies (Continued)

Legal matters: From time to time, the Company may be involved in legal actions arising in the ordinary course of business or, conditions may exist that may result in a loss but will only be resolved when one or more future events occur or fail to occur. Each of these actions or matters is assessed by the Company's management and legal counsel to evaluate the perceived merits of any proceeding or claim, as well as any relief sought or expected to be sought. Such assessment involves the exercise of judgment. The Company establishes accruals for losses that management deems to be probable and subject to reasonable estimate. If the assessment indicates that a potentially material loss contingency is not probable but reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss, if determinable and material, would be disclosed.

Note 7. Profit Sharing Plan

In 1998, the Company elected to participate in a qualified profit sharing plan (the Plan), established by an affiliated company, which meets the requirements of Section 401(k) of the Internal Revenue Code. The Plan covers all full-time employees who have completed one full year of eligible service and who are at least 21 years of age.

Participants in the Plan may elect to contribute up to 100% of their total compensation to the Plan subject to annual dollar limits, as set by the Internal Revenue Service and the Company may elect to match a portion of the employee's contribution. Additionally, the Company may elect, at its discretion, to contribute additional amounts for the benefit of non-highly compensated plan participants and may make further discretionary contributions to all plan participants.

For the period ended August 12, 2020 and the years ended December 31, 2019 and 2018, the Company made no contributions to the Plan.

Note 8. Subsequent Events

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through May 25, 2021, the date the financial statements were available to be issued.

On August 13, 2020, the Company was acquired by HS Merger Subsidiary through acquiring membership interest. HS Merger Subsidiary was created and owned 100% by a PEG Company for the sole purpose of acquiring the Company. Directly after the acquisition, HS Merger Subsidiary was then merged with and into HS Group Holding Company, LLC (HS Group), with HS Group being the surviving entity. As a result of the acquisition, HS Group and its investors seek to increase the value of their investment by having MaidPro Franchise Corporation's complementary services. Total consideration received was approximately $30 million.

EXHIBIT C

MAIDPRO FRANCHISE, LLC
FRANCHISE AGREEMENT

DATE_____

MDP # - _____

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MAIDPRO FRANCHISE AGREEMENT

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MAIDPRO FRANCHISE, LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made by and between MAIDPRO FRANCHISE, LLC, a Delaware limited liability company, with its principal place of business at 77 N. Washington Street, Boston, Massachusetts 02114 (hereinafter "we" or "us" or "our"), and _____, an individual or a corporation/limited liability company established in the State of _____ with a primary residence or principal place of business at _____ (hereinafter "you" or "your") and, if Franchisee is a partnership or other business entity, “you” or “your” includes the individual partners, shareholders, or members of such entity

RECITALS

WHEREAS, we own or have the sole and exclusive right to license in the United States certain trade names, trademarks, service marks, e-names, trade dress, logos, symbols, proprietary marks, and other indications of origin, including but not limited to the word mark "MaidPro" and such other trade names, trademarks, service marks, e-names, trade dress, proprietary marks, associated logos and symbols as are now or hereafter designed by us (and as may hereafter be designated by us in writing to you) (collectively, the “Licensed Marks”); and

WHEREAS, we have developed a plan and system relating to the operation of a business which provides on-location residential and commercial cleaning and other related services under the Licensed Marks (the “MaidPro System”); and

WHEREAS, you desire, upon the terms and conditions set forth herein, to obtain a license to operate an on-location cleaning services business utilizing the Licensed Marks and the MaidPro System (the "Franchised Business"); and

WHEREAS, you acknowledge that it is essential to the maintenance of the high standards of authorized MaidPro System franchisees, and to the preservation or the integrity of our Licensed Marks and goodwill, that each franchise owner in the MaidPro System maintain and adhere to certain standards, procedures and policies hereinafter described and as altered and amended by us from time to time in our sole discretion; and

WHEREAS, we are willing, upon the terms and conditions set forth herein, to license you to operate the Franchised Business;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The Recitals are incorporated herein by reference.

2. Grant of Franchise.

(a) Subject to all of the terms and conditions of this Agreement, we license to you the right and obligation to operate a Franchised Business utilizing the MaidPro System and the Licensed Marks

within the geographic territory (the "Territory") more particularly described in Exhibit A, attached hereto and made a part hereof by this reference. Exhibit A also sets forth the agreed "Qualified Household Number" for your Territory. The rights and obligations herein granted are sometimes referred to in this Agreement as the "Franchise." We shall have final say in any dispute about Territory.

(b) We expressly acknowledge and agree that, so long as you are not in default under this Agreement or any other agreement ancillary hereto, during the Term we shall not operate, or grant to any others the right to operate, an on-location residential and commercial cleaning business under the MaidPro mark that is physically located in the Territory, except as hereinafter provided in subsections (c) and (d) and Section 4(c) (i.e. National Accounts).

(c) You expressly acknowledge and agree that we have the right, on behalf of ourselves or through our affiliates, in our sole discretion, to (a) establish or license franchises and/or company-owned cleaning and other related service businesses offering similar or identical products and services, and using the System or elements of the System (i) under the Licensed Marks anywhere outside of the Territory or (ii) under names, symbols, or marks other than the Licensed Marks anywhere, including inside and outside of the Territory; and (b) sell or offer, or license others to sell or offer, any products and services using the Licensed Marks or other marks through any similar and dissimilar channels, including, without limitation, through telephone, mail order, kiosk, retail, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce, for distribution inside and outside of the Territory; and (c) advertise, or authorize others to advertise, using the Licensed Marks anywhere, including inside and outside of the Territory. You will not be entitled to compensation from any of our activities or sale of any products or services within your Territory.

(d) You also agree that during the Term we may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity we may operate, franchise or license those other businesses and/or facilities under any names or marks other than the Licensed Marks, regardless of the location of these businesses and/or facilities, which may be within the Territory or immediately proximate to the Territory.

3. Term and Renewal.

(a) This Agreement shall take effect in accordance with Section 43 below (the "Effective Date") and, unless terminated pursuant to Section 16, shall continue in effect for a term of five (5) years (the "Term"). If this Agreement is signed as part of the renewal of the Franchise, then the Effective Date shall be the first day after the expiration of the Term of the prior franchise agreement, or the date upon which all parties hereto have signed this Agreement, whichever is later.

(b) You may be eligible to renew your license to operate the Franchised Business granted hereunder if you meet all conditions of renewal set forth in Section 3(d). We have the absolute right to refuse to renew or extend the term of the Franchised Business granted in this Agreement if you have, during the Term, received three (3) or more notices of default, whether or not you have subsequently cured such defaults.

(c) You must notify us that you intend to seek renewal of the Franchised Business by providing written notice not less than six (6) months prior to the expiration of the Term. Failure to provide the required notice shall act as a waiver of your option to renew.

(d) You may be eligible to renew the Franchised Business if you:

(i) Provide us with the notice required under Section 3(c); and

(ii) Are not in default under this Agreement, or any other agreement ancillary hereto; and

(iii) Have not received three (3) or more notices of default during the Term, regardless of whether you cured the default(s); and

(iv) Have timely paid all Continuing Royalties, fees, and any other amounts due and owing to us and any of our affiliates; and

(v) Are not in default beyond the applicable cure period with us or any of our affiliates or any of your vendors or suppliers; and

(vi) Enter into the then-current form of franchise agreement offered by us, which may contain terms different from those contained herein including, but not limited to, different performance standards, renewal terms, royalty structures or fees, and territory; and

(vii) Pay the renewal fee of two thousand, five hundred dollars ($2,500). If You are renewing more than one Franchised Business on or about the same date, Franchisor may, in its sole discretion and subject to applicable state and federal laws, charge a single renewal fee for all of the Franchised Businesses you are renew.

(e) If you continue to operate after the end of the Term without exercising an option to renew, you shall be deemed to be operating on a month-to-month basis under the terms and conditions of this Agreement. In such circumstances, and notwithstanding the foregoing, we may on 10 days written notice, terminate this Agreement and your right to operate the Franchised Business.

4. <u>Territory</u>.

(a) You shall receive a Territory, defined as one or more zip codes, or a geographic area with hard boundaries such as streets, highways, rivers or other identifiable physical boundaries, or one or more Census Tract(s) with specific number of Qualified Households, in which to operate the Franchised Business. Your Territory will be made up of approximately 45,000 Qualified Households as of the Effective Date. A "Qualified Household" is a household with a gross annual income over One Hundred Thousand Dollars ($100,000).

We shall not, during the Term, operate ourselves or grant to any others a MaidPro franchise that is physically located within the Territory or modify the Territory, unless you are in default of the terms of this Agreement or as expressly allowed by this Agreement.

(b) You may not relocate the Franchised Business outside the Territory. For so long as you have our permission, which may be withdrawn at any time, you may perform services for customers geographically located outside the Territory, so long as the customer is not geographically located within the territory assigned to another franchisee, or an affiliate of ours performing services under the Licensed Marks. You must pay a Premium Royalty (as defined below) on sales to customers located outside of the Territory. If you are servicing a customer outside the Territory and we grant a territory to another MaidPro franchisee which includes that customer’s location you must cease servicing such customer and immediately provide all information regarding the customer to the franchisee who has purchased the territory so they can properly and timely service such customer. You shall receive no compensation for

such cessation of service or information delivery. You may not advertise or solicit sales or accept orders within the territory of another MaidPro franchised business. If you fail to observe these terms and conditions, we shall have the immediate right to terminate the Franchised Business.

(c) National Accounts. We retain the right to approach and solicit customers within your Territory, regardless of whether you currently provide services to them, to develop them as a National Account. A National Account is a customer or group of customers or a potential customer that operates under common ownership or control, or under the same trademarks or service marks through independent franchisees, independent dealerships, or some other association, as we may designate and which operates in two or more locations that are not exclusively within the territory of a MaidPro franchisee. We retain the exclusive right to negotiate National Accounts and set the contract terms, conditions and prices for servicing such accounts. If you have a pre-existing relationship with a National Account location in your Territory and the customer allows it, you may continue to provide services to that location under the terms of its existing arrangement with you. Unless we independently determine that you are unable to provide the services needed to maintain a specific National Account location in your Territory, we will notify you in writing of the opportunity to service that National Account location under the terms, conditions and prices that we and the national account have contracted to. Within 10 days of this notice, you must notify us in writing whether or not you accept the duties, obligations and rights under the National Account contract and will render such services to the National Account location at the prices set forth in the contract (such prices possibly being less than the prices normally charged by you to your customers). Your failure to timely respond to any such notice shall signify your election not to service the National Account location in your Territory. We may, directly or through our designee, service any National Account location in your Territory that you decline to service or that we independently determine you cannot adequately service.

5. Training and Operating Assistance.

(a) Prior to your commencement of the Franchised Business you must successfully complete a training program conducted by us consisting of instruction in the methods, procedures, standards and techniques of the MaidPro System and in the marketing, management and bookkeeping systems utilized by the MaidPro System (the "Initial Training Program"). The Initial Training Program will consist of both remote/virtual training and on-site training held at our headquarters, or another location designated by us. You may designate two persons, one of whom must be you or, if you are a business entity, one of your owners (“Operating Principal”) to attend the Initial Training Program. You are required to complete the Initial Training Program to our reasonable satisfaction within one hundred and twenty (120) calendar days after the Effective Date. Failure to timely complete the Initial Training is a material breach of this Agreement and gives us the right to immediately terminate this Agreement and retain all amounts you have paid to us. This provision shall not apply to you if this Agreement is signed as part of your renewal of the Franchise. If this Agreement is signed as part of the transfer of an existing MaidPro franchised business to you, we reserve the right in our sole discretion to determine if you must complete the Initial Training Program.

(b) There is no charge for the Initial Training Program for the two persons designated to attend under subsection (a) above. You must pay the then-current registration fee for any additional persons you want to attend the Initial Training Program. You are solely responsible for all costs and expenses incurred by you and all other attendees to attend the Initial Training Program including, but not limited to, travel, lodging, meals, transportation, and wages for your personnel.

(c) After you have completed the Initial Training Program and opened the Franchised Business, You may request our permission for you or your employees to attend sessions of the Initial Training Program scheduled for other MaidPro franchisees. If approved to attend, you shall pay us then-current registration fee for attendees. You are solely responsible for payment of all costs and expenses

incurred by your attendees including, without limitation, travel, transportation, hotel/lodging, food/meal expenses and wages.

(d) We may, at our option, from time-to-time conduct conventions or host meetings of some or all of our franchisees. ("Conventions"). The duration, curriculum and location of the Conventions will be determined by us, in our sole and exclusive discretion. You are required to pay the then-current registration fee for one (1) person to attend each Convention, regardless of whether you attend the Convention. You may choose to send more than one person to each Convention, subject to attendance limitations imposed by us, and you will be required to pay the then-current registration fee for all such additional attendees. You are solely responsible for all of the expenses incurred in connection with attending the Conventions, including, without limitation, travel, transportation, hotel/lodging, food/meal expenses and wages. If you own more than one Franchised Business, you will only be charged one (1) registration fee.

(e) We shall maintain a toll-free call routing telephone number, which may be used by you to communicate with us. You may use said toll-free call routing telephone number to consult with our personnel (subject to scheduling availability) regarding the conduct and operation of the Franchised Business.

(f) You may be required to attend on-going training programs or other meetings. We may charge a fee to attend such programs or meetings. If you do not attend any required training event, we may charge you an additional fee. You are solely responsible for payment of all costs and expenses incurred by you and your other attendees including, without limitation, travel, transportation, hotel/lodging, food/meal expenses and wages. If we provide training on-site at your location, you will be responsible for our costs and expenses, including travel, transportation, hotel-lodging and meals.

(g) You will receive and must exclusively use certain proprietary computer software that is provided by us for your use in connection with the operation of the Franchised Business (the "MaidPro Software"). We require you to use other software for financial and operational management for which we will charge you our then-current fees. You must, at your own expense, purchase or lease and install computer equipment with full internet access to run and use our MaidPro Software. You are granted the right and license to use the MaidPro Software only during the Term and only in connection with the operation of the Franchised Business. You must enter into and abide by the terms of the End User License Agreement, a representative sample of which is attached as Exhibit B hereto. You shall pay the then-current license fee for the Software as established by us. We reserve the right to increase or alter the fees charged for the Software; you shall receive a minimum of thirty (30) days' notice of any such changes. In no event shall MaidPro be held liable for a data breach, or for indirect, special, punitive, economic, incidental or consequential damages, arising from your use of the MaidPro Software, including but not limited to loss of profits or revenue, loss of use of equipment, loss of data or other pecuniary loss, business interruption, costs of substitute equipment, or other costs. We reserve the right to periodically modify the terms and conditions to the End User License Agreement and the source of the computer software. You will sign any revised or amended End User License Agreement at such time as we require as a condition of your continued use of the MaidPro Software. Upon expiration or termination of this Agreement for any reason, you shall promptly cease using the MaidPro Software, retaining no copies thereof, on your computer storage or otherwise. We reserve the right to require you, at your expense and in the time frame determined by us, to update or upgrade your computer hardware and/or software to conform to new standards or specifications and we have no limitations on our ability to do so. You must keep your computer equipment in good repair, and you are responsible, at your own expense, for the ongoing maintenance and repairs for your computer equipment and Internet.

6. Image and Operating Standards.

You shall operate the Franchised Business in accordance with high standards of quality, appearance and operation. For the purpose of enhancing the public image and reputation of the MaidPro System and for the purpose of increasing the demand for services and products provided by MaidPro System franchise owners and us, you hereby agree as follows:

(a) In order to protect the reputation and goodwill of the MaidPro System and to promote standards of operation under the Licensed Marks, you shall conduct the Franchised Business in accordance with this Agreement and in accordance with the various manuals and other materials we provide to you, from time to time, whether in written form or digital (collectively, the "Manuals"). When any provision in this Agreement requires that you comply with any of our standards, specifications or requirements, unless otherwise indicated, such standards, specification or requirements shall be such as is set forth in this Agreement or as may, from time to time, be set forth by us in the Manuals. You acknowledge and agree that our Manuals and other system communications will be in the English language only and may only be available on the Internet, Intranet or other online transmission.

(b) You shall, at all times, keep this Agreement and its exhibits, any and all other agreements between you and us, agreements between you and your vendors and customers, as well as the Manuals and any other manuals, materials, and information created or used by us and designated for confidential use as part of the MaidPro System, as confidential and limit access to your employees on a need-to-know basis. You acknowledge that the unauthorized use or disclosure of our confidential information or trade secrets will cause irreparable injury to us and that money damages are not an adequate remedy. Accordingly, you covenant that you shall not at any time, without our prior written consent, disclose, use, permit the use thereof (except as may be required by applicable law or authorized by this Agreement), copy, duplicate, record, transfer, transmit or otherwise reproduce such confidential information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or entity. Any and all information, knowledge and know-how about the MaidPro System and our services, standards, procedures, techniques and other information or material as we may designate as confidential shall be deemed confidential for the purposes of this Agreement.

(c) You understand and acknowledge that we may, from time to time, revise the contents of the Manuals to provide new or different requirements for the operation of the Franchised Business, and you expressly agree to comply with all such changed requirements which are by their terms mandatory. The implementation of such requirements may require the expenditure of reasonable sums of money by you.

(d) You shall, at all times, ensure that any hard copies of the Manuals we provide to you are kept current and up to date and, in the event of any disputes as to the contents thereof, the terms and dates of the master copy maintained by us at our principal place of business shall be controlling.

(e) Any required standards exist to protect our interests in the MaidPro System and Licensed Marks, not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Manuals or other written materials. The Manuals also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and Licensed Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines. The failure to meet required standards set forth by MaidPro is a material breach of this Agreement.

7. Additional Obligations of Franchisee.

(a) Before commencing operation of the Franchised Business, you shall, at your sole expense, furnish to us for approval, certifications from all governmental authorities having jurisdiction over the Franchised Business that all necessary permits and licenses have been obtained and that all requirements for operation of the Franchised Business have been met.

(b) If you signed this Agreement as an individual, then before commencing operation of the Franchised Business, you shall, at your sole expense, establish a corporate entity (i.e., a C-corp, S-corp, LLC, etc.) of your choosing and provide us with all requested information regarding such entity. You shall also, at your sole expense, agree to amend, assign or novate this Agreement so that your corporate entity shall be the counterparty to this Agreement and the legal operator of the Franchised Business.

(c) You, and any other persons we require, shall enter into the Guaranty Agreement attached hereto as Exhibit D.

(d) The Franchised Business shall at all times be under the direct supervision of you, the Operating Principal or a manager (when allowed under subsection (v) below), who must be approved by us and have successfully completed our Initial Training Program ("Manager") and that person must devote full time efforts to the operation of the Franchised Business.

(e) You shall at all times adhere to the highest standards of integrity and ethical conduct in the operation of the Franchised Business and otherwise.

(f) You shall be responsible for the payment of all expenses of the Franchised Business, including without limitation the purchase of necessary supplies, equipment and premises, and compensation of employees and contract personnel, and shall supply or arrange for all required funds to pay such expenses and provide an adequate working capital reserve. You acknowledge that you are solely responsible for all operating, selling, general and administrative expenses of the Franchised Business, and that any failure by you to make prompt payment to your suppliers, vendors, contractors or employees may cause irreparable harm to our reputation and that of other franchisees.

(g) You must operate the Franchised Business from an office located inside Your Territory. If you own and operate more than one Franchised Business, we may consent to You operating from an office located in an adjacent and contiguous Territory, provided you demonstrate to our satisfaction that such location will not impair your ability to service customers in the Territory. You shall select the location for the office of the Franchised Business, subject to our consent. We may provide you with site selection guidelines, which may change from time to time. You agree to operate the Franchised Business only from the approved location within your Territory. You shall notify us of the address of your location and any change thereto. You shall maintain your location in an attractive and orderly condition and follow the guidelines in our Manuals. If you fail to obtain our approval of a location for your Franchised Business or to open your Franchised Business, in either case within six (6) months from the Effective Date, we have the right to terminate the Franchise Agreement. If this Agreement is signed as part of the renewal of the Franchise, Franchisor agrees that Franchisee's location as of the Effective Date satisfies this Section 7(g).

(h) You shall exercise your best efforts, at all times, to develop and expand the Franchised Business by all appropriate means, including without limitation, local advertising and promotion, personal contacts, and reputational development. You agree to participate in, and comply with, all of our policies regarding the use and acceptance of customer referral, loyalty and/or rewards programs (as same are amended from time to time). You shall promote the MaidPro Franchised Business using the advertising,

operational, and promotional materials either developed from time to time by us and made available to you, or approved in writing, prior to use by us.

(i) You shall complete and submit to us, on a timely basis and in no event after the due date, the then-current forms and reports required by us (as same are amended from time to time).

(j) You shall use and display the Licensed Marks only in such manner as contemplated or provided for within this Agreement and the Manuals (as same are amended from time to time).

(k) You shall comply at all times with all federal, state and municipal laws, regulations, privacy laws, data protection or security laws, by-laws, orders, rulings and permits and pay any and all taxes, assessments, fees, fines and penalties arising out of the operation of the Franchised Business.

(l) You shall promptly respond to any and all customer inquiries or complaints and achieve customer satisfaction for reasonable complaints through refund of fees or re-cleaning to customer's satisfaction, as may be appropriate, as well as taking such other steps, as may be required by us, to ensure positive customer relations and maintain the goodwill of the MaidPro System. If we feel that you did not fairly handle a customer complaint, we may intervene and satisfy the customer. You must reimburse us for all our costs associated with satisfying your customer.

(m) You shall comply with all MaidPro System rules, regulations, policies and standards which are by their terms mandatory including, without limitation, those contained in the Manuals. You shall operate and maintain the Franchised Business solely in the manner and pursuant to the standards prescribed herein, in the Manuals or in other written materials provided by us to you which shall include all modifications and/or additions made by us from time to time. You understand and agree that you may not use the MaidPro System or MaidPro network of franchisees for any purpose which is not specifically authorized by us.

(n) You shall conduct the Franchised Business in accordance with our professional and ethical image which you acknowledge is an integral part of the MaidPro System. You shall use your best efforts to assure that your employees conduct themselves during business hours in a manner which is consistent with our professional and ethical image including wearing the uniforms designated by us. You agree that you will not operate any other business or undertaking from the Franchised Business.

(o) You agree to operate the Franchised Business in conformity with such uniform methods, standards and specifications as we may from time to time prescribe in our Manuals or otherwise and to refrain from deviating therefrom and from otherwise operating in any manner which adversely reflects on our name and goodwill, or on the Licensed Marks.

(p) You shall purchase or lease, prior to commencement of the Franchised Business, one (1) vehicle that is specifically approved either in the Manuals, or in writing, as to model and body style by us, painted to the MaidPro System body color and suitably identified with the "MaidPro" decals and graphics which conform to MaidPro specifications. You shall continue to have at least one (1) approved vehicle at all times. You shall maintain all vehicles used in the Franchised Business in good appearance and operating condition.

(q) All of your supplies for the Franchised Business must meet any quality standards set forth in our Manuals (as same may be amended from time-to-time) or otherwise in writing, and are subject to compliance with applicable laws and regulations.

(r) You shall sell, and offer for sale, all such products and services as we may, from time-to-time require, and only those which we may, from time to time approve, which are not subsequently disapproved, as meeting our quality standards and specifications. You shall not offer or sell any products or services that we have not approved. You understand and agree that we reserve the right to add additional products and services which you must offer and further reserve the right to withdraw any products or services authorized by us. If you desire to purchase any services or products from suppliers that we have not previously approved, you or the supplier must submit a written request for such approval to us. As a condition of our approval, we may require that our representatives be allowed to inspect the supplier's facilities and/or that a sample of its product be made available to us or our designee for testing. In such event, you or the supplier may be charged a fee not to exceed the actual cost of such inspection and/or testing. Within thirty (30) days of delivery of the test results, if testing is conducted, or the written request if testing is not conducted, we will issue a decision in writing. Such decision may be a determination that additional time is needed to complete the review. Any denial will state the reasons. In the event we do not provide you with a written decision, the request shall be deemed denied.

(s) Unless otherwise specifically approved by us, the Franchised Business must be open for the conduct of business, at such times and for the minimum number of hours specified by us.

(t) You shall, at all times, actively promote the sale of MaidPro System products and services, and will use your best efforts to cultivate, develop and expand the market therefore, all in accordance with the standards specified in the Manuals and other confidential and proprietary information of the MaidPro System.

(u) You shall use only marketing materials, advertising materials, signage, forms or anything visible to the public, which have been approved, in advance, by us. You shall not employ any person to act as a representative of you in connection with promotion of the Franchised Business in any public media without our prior written approval. Any and all supplies and materials purchased, leased or licensed by you, shall always meet any standards specified by us in the Manuals (as amended from time-to-time).

(v) You shall promote only the main corporate website (currently www.maidpro.com) unless specific written permission is given by us. We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the MaidPro System. You shall not produce any website, web pages, web videos or anything on the web or accessed via the Internet, cable, wired or unwired transmission for use with the Franchised Business or that references the Franchised Business or any of its products or services unless specific written permission is given by us. We restrict, designate and have the right to approve or control all of your electronic and social media, including Internet. If we establish a "click through" subpage at a website for the promotion of your Franchised Business, you must routinely provide updated copy, photos and news stories about the Franchised Business suitable for posting, which will be regulated by the Manuals. We will be the sole owner of the copyrights to all material which appears on any website we establish, including any materials furnished by you.

(w) You or your Operating Principal must manage on a full-time basis the Franchised Business, unless we approve otherwise in writing. Our approval shall be conditioned, at a minimum, on your demonstrating to our satisfaction that you have adequate management in place to operate the Franchised Business according to our standards and specifications.

(x) You have sole responsibility for complying with all laws applicable to the Franchised Business including any employment laws and you are solely responsible for all employment decisions and functions related to the Franchised Business, including hiring, firing, compensation, benefits, work hours, work rules, recordkeeping, supervision, and discipline of employees. You are solely responsible for compliance with applicable federal, state and local laws, including the verification that all employees meet

the prerequisites for employment in the United States. All of the personnel performing the managerial, supervisory, administrative and cleaning services for the Franchised Business. must be your employees and not independent contractors. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the MaidPro System or the Licensed Marks in any way shifts any employee or employment related responsibility from you to us. You alone are responsible for hiring, firing, training, controlling, setting hours for and supervising all employees.

(y) You grant us the right to freely use, without your consent, any pictures, video and voice recording or biographical material relating to you or your Franchised Business for use in promotional literature, on our website or other social media presence or in any other way beneficial to the MaidPro System. You will cooperate in securing photographs, video and voice recordings including obtaining consents from any persons appearing in photographs, video and voice recordings.

(z) You promise and agree that you will not, in any manner, interfere with, disparage, disturb, disrupt, or jeopardize the MaidPro System, our business, our employees or any business of our other franchisees. You further agree to not, directly or indirectly, in your own capacity or through or for another person, corporation or other entity, make any statements or comments of a defamatory or disparaging nature regarding (i) us or any of our affiliates; (ii) any shareholder, director, officer, employee, agent or representative of ours or any of our affiliates, or (iii) our products or services or those of any of our affiliates.

(aa) You will notify us, in writing, within twenty-four (24) hours of receipt of notice of the commencement of, or the threat of, any action, suit or proceeding against you, and of the issuance of or the threat of any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which arises out of, concerns, or may affect the operation or financial condition of the Franchised Business, us, or the goodwill associated with the Licensed Marks including, without limitation, any criminal action or proceedings brought by you against your employees, customers, or other persons. You agree that you will not commence any action, suit or proceeding that affects us, or the goodwill associated with the Licensed Marks, without our prior written approval.

(bb) Each and every person with an ownership interest in you, shall sign the Guaranty Agreement attached to this Agreement as Exhibit D.

8. Fees.

(a) The fee for the purchase of the Franchised Business is $45,000 (the "Initial Franchise Fee"). No Initial Franchise Fee shall be due in connection with the renewal of the Franchise or the transfer of the Franchised Business. The entire Initial Franchise Fee is due and payable upon your execution of this Agreement unless you are financing a portion of it, in which case you shall execute the Promissory Note attached as Exhibit H to this Agreement.

(b) This Agreement shall be terminated in accordance with Section 16(a)(ii) if, for any reason, you or your Operating Principal have not successfully completed the Initial Training Program and completed all pre-opening obligations and begun operation of the Franchised Business, within six (6) months from the Effective Date of this Agreement. The Initial Franchise Fee shall be fully earned and completely non-refundable by us as of the Effective Date and will not be reimbursed if we terminate this Agreement. This provision shall not apply to you if this Agreement is signed as part of your renewal of the Franchise or as part of the transfer to you of an existing MaidPro franchised business.

(c) You shall pay us a monthly Technology Fee of $500. If this is your second or additional Franchised Business, the Technology Fee will be waived. You must utilize computer software and hardware that we designate, including but not limited to, the MaidPro Software, point-of-sale software,

email, accounting software and phone system software. You will receive four branded email user licenses, four MaidPro Software user licenses, access to our marketing service add-on to the MaidPro Software and use of our toll-free telephone number and call-routing system. Additional email user licenses and MaidPro Software user licenses may be purchased. The current fee for email user licenses is $6 per license and the current fee for MaidPro Software user licenses is $25 per license, as described in Exhibit B hereto. You will be responsible for all additional costs of purchasing, licensing, using or maintaining and upgrading any such required software or hardware that we require. We may require you, at your expense and in the time frame determined by us, to update or upgrade your computer hardware and/or software to conform to new standards or specifications and we have no limitations on our ability to do so. You must keep your computer equipment in good repair, and you are responsible, at your own expense, for the ongoing maintenance and repairs for your computer equipment and Internet. You agree to pay us the then-current fee for all software licensed or purchased from us. If you are required to pay the Technology Fee under this Agreement, you must begin paying it during the calendar month in which the Franchised Business commences operations. We may also require you to purchase or license other or additional software, either from us or from our designated vendor, at the rates prescribed by us or our designated vendor. We reserve the right to change these and any other software or hardware fees upon notice to you. Notwithstanding the foregoing, if this Agreement is signed as part of your renewal of the Franchise or as part of the transfer of an existing MaidPro franchised business to you, then these fees shall be due and payable beginning as of the Effective Date.

(d) In consideration of our grant to you of a license to use the Licensed Marks and the MaidPro System, you must pay us a monthly continuing royalty (the "Continuing Royalty") which shall be six percent (6%) of your Gross Consumer Sales or the minimum royalty (the "Minimum Royalty") as specified below, whichever is greater. The Continuing Royalty with respect to your Gross Consumer Sales during each calendar month, or the Minimum Royalty with respect to such month, shall be paid to us via EFT according to the schedule we designate, along with all other fees then due and payable under this Agreement. "Gross Consumer Sales" shall mean and include all revenues and income from whatever source derived and/or received by you from, through, by or on account of the operation of the Franchised Business and any other similar business in which you are involved, whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is received therefore) or otherwise unless we have given specific written permission to waive certain revenue. You may not deduct customer discounts, allowances, rebates or referral fees from Gross Consumer Sales without our prior written permission. There will be deducted from Gross Consumer Sales for purposes of such computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if such taxes are separately stated when the customer is charged and if such taxes are timely paid to the appropriate taxing authority. There will be further deducted from Gross Consumer Sales the amount of any documented refunds, charge backs, credits and allowances given in good faith to customers by you, but only to the extent that such refunds, charge backs, credit and allowances are given on account of payments that were previously included in Gross Consumer Sales. All barter and/or exchange transactions pursuant to which you furnish services and/or products in exchange for goods or services to be provided to you by a vendor, supplier or customer will, for the purpose of determining Gross Consumer Sales, be valued at the full retail value of the goods and/or services so provided to you. You shall submit to us on or before the then current required due date, in a form satisfactory to us, a signed, correct statement of Gross Consumer Sales made during the preceding calendar month, or period required, and the operating data file of the Franchised Business operated by you.

(e) Beginning with the first day of the thirteenth (13^{th}) month after the opening of the Franchised Business, if your Gross Consumer Sales are less than $15,000 in any month, you must pay a Minimum Royalty of $800 or the Continuing Royalty, whichever is greater. If this Agreement is signed as part of the renewal of the Franchise then the Minimum Royalty shall be payable beginning on the Effective Date.

(f) In addition to the Continuing Royalty, you must pay an additional royalty of two and one-half percent (2.5%) of the monthly Gross Consumer Sales from customers located outside of your Territory (the "Premium Royalty").

(g) If you fail to submit to us a Monthly Gross Consumer Sales Statement on or before the then-current required due date for any month, then we shall estimate your Gross Consumer Sales based upon your recent history of Gross Consumer Sales and any additional relevant information available to us and shall deduct the Continuing Royalty based on that estimate directly from your primary business checking account on the due date. Once you submit a signed correct Monthly Gross Consumer Sales Statement for that month, we shall either take an additional payment or credit you as appropriate.

(h) In addition to amounts payable above, you shall pay us a “Brand Fund Fee” equal to two percent (2%) of your Gross Consumer Sales payable for the applicable month. Brand Fund Fees will be maintained in a Brand Fund. The Brand Fund Fee with respect to each month is payable at the same time as the Continuing Royalty. The Brand Fund Fee is non-refundable.

(i) In addition to amounts payable under the foregoing provisions, we may require franchisees within a given advertisement region, if fifty percent (50%) of franchisees within such advertisement region agree, to take part in specific advertisements and/or events. Costs will be divided among franchisees in the region and will not exceed two percent (2%) of monthly “Gross Consumer Sales” per month. Advertising regions for this purpose shall be determined by us in our discretion.

(j) You agree to participate in our electronic funds transfer ("EFT") program which authorizes us to utilize a pre-authorized bank draft system. You must sign and deliver to us an irrevocable EFT Authorization attached hereto as Exhibit F to enable our financial institution to debit your primary bank account at your bank in order to pay us the Continuing Royalty, Brand Fund Fee, and all other amounts which you may owe us under this Agreement or any other agreement between you and us or that you may owe to any of our affiliates. All costs and expenses, including any resulting from the dishonor by your bank of any electronic funds transfer, shall be your sole responsibility. This authorization is irrevocable and shall remain in effect until thirty (30) days after the termination or expiration of this Agreement.

(k) In the event any payment (including a late fee), request for information, forms, data or any item related to the operation of the Franchised Business is not received by us by the established due date, you agree to pay us a late fee ("Late Submission Fee") of One Hundred Dollars ($100) per violation, which is intended to reimburse us for our expenses and to compensate us for our inconvenience, and does not constitute interest. Any acceptance of an amount which is less than the full amount due, shall not be considered a waiver of our right to (or your obligation for) the full amount then due, or which may become due in the future.

(l) You must pay us a monthly fee for utilizing our National Sales Center (“NSC”). The NSC provides telephone answering services to prospective customers (inquiries) and processes orders on your behalf. We charge a monthly fee for the services provided by the NSC. The current monthly fee varies based on the number of inquiries processed: During each calendar month for the first twenty (20) Inquiries Processed, the Fee per Inquiry is Twenty-Five Dollars ($25), for the next thirty (30) Inquiries Processed, the Fee per Inquiry is Twenty-One Dollars ($21); and after Fifty (50) Inquiries Processed, the Fee per Inquiry is Nineteen Dollars ($19). You are required to use the NSC, but you may request in writing, to withdraw from the NSC program and process your own sales inquiries either on a full or part-time basis. Provided that you meet our then-current guidelines for operating a call center we may, in our sole discretion, approve you to withdraw from the NSC program. If, at any time, you fail to meet our then-current guidelines for handling customer calls we may withdraw our approval and require you to use the

NSC. We reserve the right to increase or alter the fees charged by the NSC; you shall receive a minimum of thirty (30) days' notice of any such changes.

9. Advertising and Promotion.

(a) You agree, at your sole expense, to conduct advertising and promotional programs at the local level for your Franchised Business. For the first 24 months after the opening of your Franchised Business, you must spend a minimum of Three Thousand Dollars ($3,000) each month on local advertising. Thereafter, you must spend the amounts required by the Operations Manual in relation to your Gross Consumer Sales. All such local advertising shall comply with our guidelines for advertising as specified in the Manuals. You must submit to us, in a format that we prescribe and at a time and schedule that we prescribe, reports showing your expenditure for all marketing and advertising. You will provide to us, for our approval, any and all advertising and promotional material prepared by you, and shall not publish, display or otherwise use any such materials without our prior written approval. The first 24-month minimum described herein shall not apply if this Agreement is signed as part of your renewal of the Franchise or as part of the transfer of an existing MaidPro franchised business to you. In both of these situations, the ongoing advertising requirement required by the Operations Manual shall apply as of the Effective Date.

(b) You must pay us the Brand Fund Fee in accordance with Section 8(h). The Brand Fund is administered by us. We may use Brand Fund Fees and any other amounts contained in the Brand Fund for any purpose that promotes the Licensed Marks or any other names we choose to use in the MaidPro System, including the creation, production and placement of commercial advertising; to pay for agency costs and commissions; to pay the costs to create and produce video, audio and written advertisements; to pay for direct mail and other media advertising, including internet advertising, internet search engine campaigns, direct email marketing, and the cost to maintain and update our websites, web pages, social media and social networking sites, profiles and accounts; for the costs to create and maintain any applications, whether web-based or otherwise, and for the costs of search engine optimization; in-house staff assistance and related administrative costs; local and regional promotions; public relations campaigns including the cost of retaining public relations firms; market research; and other advertising and marketing activities. We may also use money in the Brand Fund to pay for coaching and training for our franchisees in marketing, advertising, recruiting and sales. We will decide whether to use advertising agencies and which ones or whether to create advertising materials in-house.

(c) We solely determine how monies in the Brand Fund are spent. We may collaborate with the advertising and marketing funds of certain franchise systems affiliated with us. There can be no assurance that the Brand Fund's participation in these collaborations and joint efforts will benefit you or other MaidPro franchisees proportionately or equivalently to the benefits received by you or the other franchised businesses or the other franchised systems affiliated with us that also participate. We are not obligated to make proportionate expenditures of your contributions per market area or otherwise. We do not guarantee that expenditures from the Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We may, but have no obligation to, loan amounts to the Fund and can determine the repayment obligation of the Fund, including interest rate of the loan and repayment terms, as we see fit. If any taxes become due based upon the activities of the Brand Fund, these taxes may be paid out of the funds in the Brand Fund. We reserve the right to terminate the Fund after all monies have been spent.

10. Pricing.

To enhance the Licensed Marks, the MaidPro System's competitive position and consumer acceptance of the Franchised Business, we may exercise rights with respect to the pricing of products and

services for promotions, discounts and/or national programs to the fullest extent permitted by then-applicable law.

11. Inspections, Audit Reports and Records.

(a) You shall maintain original, full and complete records, accounts, books, data, tax records and returns, and contracts which shall accurately reflect all particulars relating to the Franchised Business, and such statistical and other information or records that we may require during the term of this Agreement and for a period of five (5) years thereafter. In addition, upon our request, you shall compile and present to us such data, computer files, statistical or financial information regarding the operation of the Franchised Business as we may reasonably request for purposes of evaluating or promoting the Franchised Business or the MaidPro System in general. We and our designated agents shall have the right to examine and audit such records, accounts, books, data, tax records, returns, and contracts at all reasonable times to ensure that you are complying with the terms of this Agreement. Any evaluation or inspection we conduct is not intended to exercise, and does not constitute, control over your day-to-day operation of the Franchised Business or to assume any responsibility for your obligations under this Agreement or otherwise.

(b) You shall deliver to us for receipt no later than the due date, in a format prescribed by us, reports for the preceding month (itemized by revenue producing activity as we specify from time to time), showing the Gross Consumer Sales for the prior month and such other information as we may require, all certified as true and correct by you.

(c) Upon our request, you shall furnish us with a copy of each of your reports and returns of sales, use, gross receipt, payroll and withholding taxes and complete copies of any state or federal income tax returns covering the operation of the Franchised Business, all of which you shall certify as true and correct as well as any tax records of any of your owners.

(d) You shall prepare and transmit to us on a monthly basis, no later than the fifteenth (15th) day after each calendar month, (i) an unaudited profit and loss statement in a form and format satisfactory to us, in our sole and subjective discretion, covering the Franchised Business for the prior month and (ii) such additional reports as we may require, including, but not limited to, a current list of customers served by the Franchised Business in such detail as specified by us, and all such statements and reports shall be certified by you as true and correct. In addition, within sixty (60) days after request from us, you shall deliver to us a financial statement, certified as correct and current, in a form and format which is satisfactory to us and which fairly represents the total assets and liabilities of the Franchised Business.

(e) You shall transmit to us on a monthly basis, no later than the due date, data required by the Manuals to be delivered to us, certified as correct and current, on media that is satisfactory to us.

(f) In addition to the foregoing statements and reports, within ninety (90) days after the close of your fiscal year, you shall furnish to us financial statements which shall include a statement of income and retained earnings, a statement of changes in financial position and a balance sheet of the Franchised Business all as of the end of such fiscal year, which shall be certified by you as being true and correct.

(g) In the event any inspection or audit by us discloses an understatement by you of your total Gross Consumer Sales for any period or periods, you must pay us, within fifteen (15) days after receipt of the inspection or audit report, the underpayment amount which was not paid as a result of such understatement, plus interest as provided in Section 13.

(h) Such inspections and audits will be conducted at our expense; provided, however, that if an audit discloses an understatement of two percent (2%) or more of your total Gross Consumer Sales for

any month within the period of examination or for the entire period of examination, you shall then reimburse us for the cost of such inspection or audit including, without limitation, the charges of any independent accountant and the travel expenses, room and board, and compensation of our employees.

(i) We may disclose to other franchisees, in a form we deem appropriate, your MaidPro related financial information. You recognize that you may in turn receive other franchisee's MaidPro related financial information. You agree to keep this information confidential.

(j) We retain the right to utilize an on-line computer monitoring system, and to use the on-line system to remotely examine your records pertaining to the operation of the Franchised Business.

(k) You shall transmit to us on a monthly basis, by the due date, data for the preceding month, reporting your expenditures for local advertising, certified as correct and current, on media that is satisfactory to us.

12. Taxes and Advances.

(a) You shall pay all taxes as required by local, state or federal laws regarding the products, services or equipment furnished or used in connection with the operation of the Franchised Business. You shall pay to us (or any subsidiary, affiliate or designee) promptly and when due the amount of all sales taxes, use taxes, personal property taxes and similar taxes imposed upon, required to be collected, or paid by us on the account of services or goods furnished by us to you through sale, lease or otherwise, or on account of collection by us of the Initial Franchise Fee, Continuing or Minimum Royalties or any other payments to us called for by this Agreement.

(b) You must pay us all amounts, if any, advanced by us or which we have paid, or for which we have become obligated on your behalf for any reasons whatsoever, promptly upon our notice to you of such amounts being due and payable.

13. Interest on Late Payments.

If any fee or other payment due under this Agreement is not paid on the date such payment is due, you shall pay interest to us at the rate of the lesser of twelve percent (12%) per annum, or the maximum rate permitted by applicable law, from the date such amounts were originally due until the date paid.

14. Insurance.

(a) You shall purchase, at your sole expense and maintain in full force and effect throughout the term of this Agreement, insurance protecting both us and you against loss, liability, fire, personal injury, death, property damages or theft arising from or occurring in connection with the operation and promotion of the Franchised Business.

(b) The minimum policy limits for the required insurances are set forth as follows:

(i) Broad Form Comprehensive General Liability insurance, with limit of liability of at least Five Hundred Thousand Dollars ($500,000.00) combined single limits (bodily injury and property damage) including the broad form general liability endorsement. Such insurance shall cover damage to the personal property of others while it is in your care, custody, or control and for the loss to personal property of others resulting from workmanship.

(ii) Automobile Liability insurance, with limit of liability of at least One Million Dollars ($1,000,000.00) combined single limits (bodily injury and property damage) including hired and non-owned automobiles.

(iii) Workers' Compensation and Employer's Liability insurance, as well as such other insurance as may be required by statute or rule of the state(s) in which the Franchised Business is located and operated.

(iv) Third Party Bonding coverage is required with minimum limits of at least Twenty-Five Thousand Dollars ($25,000.00) per loss.

We may, periodically, as we determine in our sole discretion, modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances.

(c) All insurance policies shall be obtained at your sole cost and shall be written by responsible insurers, and except for Workers' Compensation and Employer's Liability Insurance, shall name us and all Indemnitees (as defined in Section 29 hereof) as additional insureds, shall contain no provision which in any way limits or reduces coverage for you in event of a claim by us or any Indemnitee, shall extend to and provide indemnity for all obligations assumed by you hereunder and all items for which you are required to indemnify us hereunder, shall be primary to and without right of contribution from any other insurance purchased by Indemnitees and shall provide, by endorsement, that we receive at least thirty (30) days prior notice of intent to cancel said policy and that the policy limits, coverage, and other material terms of said policy may not be amended or altered without our written consent. You shall promptly report all claims or potential claims against you, any Indemnitee or us to the insurer and us. At least ten (10) days prior to commencing business and annually thereafter, you shall submit to us a copy or certificate or other acceptable proof of such insurance. If you at any time fail or refuse to maintain in effect any insurance coverage required by us or to furnish satisfactory evidence thereof, we shall be entitled (but, however, shall have no obligation) to obtain such insurance coverage on your behalf, and you shall promptly execute any applications or other forms or instruments required to obtain any such insurance. You shall pay to us, on demand, any costs incurred, and premiums paid by us. You may not reduce the policy limits, restrict coverage, cancel or otherwise alter or amend said policies without our written consent.

(d) The procurement and maintenance of said insurance shall not relieve you of any liability to us under any indemnity requirement of this Agreement. Nothing contained herein shall be construed or considered an undertaking or representation by us that such insurance or bonding as may be required to be obtained by you or by us for you will insure you against any and all insurable risks of loss which may or can arise out of or in connection with the operation of the Franchised Business. You agree to respond to all claims within the time required by law, rule or regulation. You shall cooperate with us (or our designee) in every fashion possible to defend us and you against any and all claims made by employees, customers or third parties. You shall, when necessary, make appearances at administrative or other hearings to present or reinforce such defenses.

(e) Failure by you to purchase or maintain any insurance required by this Agreement or failure to reimburse us for our purchase of such insurance on your behalf shall constitute a material and incurable breach of this Agreement which shall entitle us to terminate this Agreement unilaterally and immediately upon notice to you, and this Agreement shall thereafter be null, void and of no effect (except for those post-termination and post-expiration provisions which by their nature shall survive).

15. Licensed Marks and Proprietary Information.

(a) You acknowledge that we are the sole and exclusive owner of the Licensed Marks, and that your right to use them is derived solely from this Agreement and that such right is limited to the operation and promotion of the Franchised Business in accordance with this Agreement and all mandatory standards, specifications and operating procedures prescribed from time to time by us (as same may be amended from time to time) or otherwise. All use of the Licensed Marks by you shall inure to our benefit.

(b) You shall use all Licensed Marks in full compliance with this Agreement and all rules prescribed from time to time by us in the Manuals (as same may be amended from time to time). You shall not use the Licensed Marks or any words or symbols confusingly similar thereto as part of any corporate or other legal name or with any prefix, suffix or other modifying words, terms, designs or symbols or in any other manner or form other than as expressly authorized herein. You shall not combine any Licensed Mark with any other mark or name or show any Licensed Mark in close proximity to any other mark or name so as to give an impression of combination, or otherwise create or use any combined mark of which any Licensed Mark or recognizable part thereof, is an element. You may not use any Licensed Marks in connection with the sale of any unauthorized product or service or in any other manner not explicitly authorized in writing by us. All uses of the Licensed Marks are subject to our approval, and you shall promptly cease any such use upon receipt of notice of objection from us.

(c) Your license to use the Licensed Marks is conditioned on full compliance by you with all quality standards and other requirements with respect to the operation of the Franchised Business set forth in this Agreement and in the Manuals. In the event that we determine that you are not complying with such standards and requirements so as to potentially impair the goodwill represented by the Licensed Marks, and if you do not correct such noncompliance to our satisfaction in our sole discretion within ten (10) days following notice thereof, we may immediately terminate this Agreement and your license to use the Licensed Trademarks, and may assume the operation of the Franchised Business or transfer such operation to another person determined by us to be qualified to conduct the Franchised Business in a compliant manner.

(d) You shall receive no compensation or payment if you lose the right to continue to use the Licensed Marks. You acknowledge that you have no right, title or interest in or to any of the Licensed Marks except as a mere privilege and license, during the term hereof, to display and use the same according to the limitations set forth herein.

(e) If it becomes advisable at any time in our sole and exclusive discretion to modify or discontinue the use of any Licensed Mark and/or use one or more additional or substitute names or marks, you are obligated to do so. We will not be liable to you for any expenses, losses or damages sustained by you as the result of any such Licensed Mark addition, modification, substitution or discontinuance, and you covenant not to commence or join in any litigation or other proceeding against us for any such expenses, losses or damages. You agree and understand that the limited license to utilize the Licensed Marks granted hereunder applies only to such Licensed Marks as are designated by us from time to time. You expressly understand and agree that you are bound to not represent in any manner that you have acquired any ownership or equitable rights in any of the Licensed Marks by virtue of the limited license granted under this Agreement, or by virtue of your use of any of the Licensed Marks.

(f) You agree not to obtain or seek to obtain any trademark or service mark registration of any of the Licensed Marks in any jurisdiction in your own name or in the name of any other person.

(g) You understand and agree that following the expiration or termination of this Agreement for whatever reason, no monetary amount will be deemed attributable to any good will associated with your use of the Licensed Marks or in connection with your operation of the Franchised Business.

(h) You agree not to contest, directly or indirectly, our ownership, title, right or interest in the MaidPro System, our names, Licensed Marks, trade secrets, trade dress, methods, Manuals proprietary information, procedures and advertising techniques which are part of the MaidPro business format and MaidPro System or contest our sole right to register, use or license others to use the MaidPro System and such names, Licensed Marks, trade secrets, trade dress, methods, Manuals, proprietary information, procedures and techniques. You agree that the Licensed Marks are our exclusive property. You assert no claims on the date of execution of this Agreement, and will hereafter assert no claim, to any good will, reputation or ownership thereof by virtue of your license, use thereof, or otherwise. You agree that you will not do or permit any act or thing to be done in derogation of any of our rights in connection with same, either during the term of this Agreement or thereafter, and that you will use the Licensed Marks only for the uses and in the manner provided for herein. You further agree that you will not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Licensed Marks licensed hereunder, or our rights thereto, or other MaidPro System franchise owners to use the same.

(i) You shall affix our Licensed Marks upon such vehicles, uniforms, equipment, containers, fixtures, signs, stationery, advertising, sales/promotional materials and such other objects, in such size, color, lettering style, and fashion and at such places as we may designate in our Manuals (as same may be amended from time to time) or otherwise, and must otherwise display the Licensed Marks and relevant trademark, ownership, registration and/or copyright notices pursuant to the requirements set forth therein. Except as expressly provided in the Manuals (as same may be amended from time to time) or otherwise, you may not display any other trademarks, logotypes, symbols or service marks, nor may you use any such other marks in connection with the Franchised Business without our prior written approval.

(j) Specifically, and without limitation to any of the covenants contained in this Agreement, you expressly affirm and agree, that we may sell our assets, our Licensed Marks or the MaidPro System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buy-out or economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Licensed Marks (of any variation thereof) and/or the loss of association with or identification of "MaidPro Franchise, LLC" as franchisor under this Agreement.

(k) After the termination or expiration of this Agreement, you will not directly or indirectly at any time or in any manner identify any premises or any other business as a MaidPro franchise, or identify yourself as a franchisee of, or as otherwise being currently or formerly associated with, us; nor will you use any of the Licensed Marks or any colorable imitation thereof, or confusingly similar mark or name in any manner or for any purpose. You shall further take all steps we may reasonably require to relinquish, surrender, or assign any trade names, to withdraw or cancel any fictitious name or trade name filings made by you, and to remove the Licensed Marks from all property formerly used in the operation of the Franchised Business.

(l) In the event we should wish to make application to register any mark as a state or federal trademark, and you have claims or may claim any right, title or interest therein, or are otherwise a necessary applicant for registration thereof, then you shall, at our request and sole cost, assign all of your rights in and to such mark, registration or application, or shall (at our option) proceed with the application in your own name and then assign such registration or application to us.

(m) You shall use "MaidPro" as the sole identification of the Franchised Business, in such form as prescribed by us. All stationery and contracts issued or used by you shall conform to our standards and specifications, however, such items shall clearly indicate that you are executing such contract or signing such stationery as an independent business. If local laws require that you file an assumed or trade name, you shall state in such filing or affidavit that the same is made "as a franchise of MaidPro Franchise, LLC". You shall refrain from the use of the Licensed Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may, in any way, subject us to liability therefor. You shall not advertise or use in advertising or any other form of promotion any of the Licensed Marks without appropriate use and description of either "R", "TM", "SM" or "C" registration symbols and/or such other appropriate notice of ownership, registration or copyright as we may require.

(n) In the event that you receive notice of any claim of infringement, unfair competition or other claim respecting your use of the Licensed Marks, you shall give us prompt written notice of such claim and the pertinent facts related thereto. Upon receipt of such notice, we may in our discretion, but shall not be required to, assume and control the defense and settlement of such claim at our own expense, using our own counsel. In the event that we elect to so assume and control the defense and settlement of such claim, (i) we shall indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of the use of Licensed Marks, and for all amounts payable pursuant to a settlement agreed to by us, (ii) you shall be required to cooperate fully with us in all respects in connection with such defense and settlement by us, and (iii) you may participate at your own expense in such defense or settlement, but our decisions with regard thereto will be final. If we elect not to assume and control the defense and settlement of such claim, it shall be your responsibility to conduct the defense or settlement of such claim. In either case, you may not settle or compromise any such claim by a third party without our prior written consent. You hereby irrevocably grant authority and power of attorney to us to defend and/or settle all such claims, demands or suits if we so elect. Notwithstanding anything herein contained to the contrary, we will have no obligation to indemnify you if we have elected not to assume and control the defense and settlement of such claim, or if the claim, suit or demand against you arises out of or relates to your use of the Licensed Marks in violation of the terms of this Agreement whether or not we have elected to assume and control the defense and settlement thereof.

(o) You shall immediately notify us of any apparent infringement of, or challenge to, your use of any of said Licensed Marks or claim by any person other than us and our counsel in connection with any such infringement, challenge or claim. We shall have the right to take such action as we deem appropriate and the exclusive right to control any litigation or administrative proceedings including, but not limited to, proceedings within the jurisdiction of the U.S. Patent and Trademark Office, arising out of any infringement of, or challenge or claim to, any of said Licensed Marks or in any way related thereto. You shall assist us, upon request at our expense, in taking such action, if any, as we may deem appropriate to halt such activities, but shall take no action nor incur any expenses on our behalf without our prior written approval. If we undertake the defense or prosecution of any litigation or administrative proceeding relating to any of the said Licensed Marks of the MaidPro System, you agree to execute any and all documents and to do such acts and things as, in the opinion of our legal counsel, are reasonably necessary to carry out such defense or prosecution. You will have no right to make any demand against any such alleged infringer of the Licensed Marks or to prosecute any claim of any kind or nature whatsoever against such alleged infringer of the Licensed Marks for or on account of such infringement.

(p) You acknowledge that there will be substantial confusion in the mind of the public if, after the expiration or termination of the Agreement, you continue to use any of the listed or unlisted telephone numbers used by the Franchised Business, or listed in the "Yellow Pages" or "White Pages" of the telephone directory under the name "MaidPro", or any other name confusingly similar thereto. Therefore, you must sign Exhibit E, the Telephone Listing Agreement, as part of this Agreement. You also agree, that, promptly upon the expiration or termination of this Agreement for any reason whatsoever, you will immediately

cease and desist using such telephone numbers and shall, upon written demand by us, direct the telephone company servicing the Franchised Business to transfer the telephone numbers utilized by or listed for the Franchised Business in the then-current "Yellow Pages" and "White Pages" of the telephone directory to us or to such other person and at such location as we may direct. We are not responsible for any costs or billing associated with such transfer and you shall pay all obligations prior to the transfer attached to such telephone numbers. Prior to the opening of the Franchised Business, you shall obtain from the local telephone company providing telephone service to the Franchised Business such telephone company's form of assignment for telephone numbers and shall complete and sign such form providing for assignment to us of all telephone numbers used by the Franchised Business. Such completed form shall be delivered to us prior to the opening of the Franchised Business. We shall only deliver such form to the telephone company in the case of the termination or expiration of this Agreement. If you do not promptly direct the telephone company, you hereby irrevocably appoint us as your attorney-in-fact to direct the telephone company to make such transfers.

(q) Any and all customer lists and their contents relating to the Franchised Business, whether compiled or developed by you or any other person, are owned by us, constitute confidential information and are our proprietary property (whether supplied by us or not) and you shall not use the customer lists for any purpose whatsoever other than in the normal conduct of the Franchised Business prior to any default under this Agreement, or termination or expiration of this Agreement and for no other purpose and you must require any of your employees, agents and independent contractors who have access to customer lists to sign a confidentiality agreement. To the extent that you may have or claim any right, title or interest in or to such customer lists and contents, you agree to, and do hereby, assign to us all of your right, title and interest therein. You will, upon demand, promptly deliver to us a complete list of current and former customers, including name, telephone number, complete mailing address, frequency of service, last date serviced and price of service, and other information concerning such customers as requested by us.

(r) You acknowledge that our Manuals and other printed, proprietary and/or advertising material contained in the MaidPro System are trade secrets of great value to us and are subject to protection under applicable laws with respect to trade secrets, confidential information and copyright. You agree to observe such requirements with respect to copyright and other proprietary notices as we may, from time to time, require and to utilize such other appropriate notice of ownership, registration and copyright as we may require.

(s) You acknowledge that your entire knowledge of MaidPro System processes, services and products, all proprietary formulations, technology, know-how and the operation of the Franchised Business and MaidPro System is derived from information disclosed to you by us pursuant to this Agreement and that such information is proprietary, confidential and a trade secret of ours. Accordingly, you will:

(i) fully and strictly adhere to all security procedures prescribed by us, in our sole and exclusive discretion, for maintaining the secrecy of such information;

(ii) not disclose such information to any person except as expressly provided in clause (iii) below;

(iii) disclose such information to employees only to the extent necessary to market MaidPro products and services and for the operation of the Franchised Business in accordance with this Agreement;

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

(v) exercise the highest degree of diligence and use best efforts to maintain the absolute confidentiality of all such information during and after the term of this Agreement.

(t) You expressly acknowledge that your ability to operate, develop and expand the Franchised Business is based largely on the goodwill of the Licensed Marks and know-how embodied in the MaidPro System. Accordingly, you have agreed that we are the sole owner of all customer lists and relationships and all other goodwill arising from your operation of the Franchised Business. Any attempt by you to engage in conduct that violates the non-competition restrictions set forth herein following any expiration or termination of this Agreement shall be a violation of our rights in such customer lists and relationships and goodwill. You agree that in the event of any such action or threatened action by you, we shall be entitled to a preliminary or permanent injunction or other equitable relief to restrain such actions, and to recover our damages equal to the amount of profits received by you from any such action in violation of our rights and our costs and attorneys' fees.

(u) You agree that if you shall develop any new concept, process or improvement in the operation or promotion of the Franchised Business, you shall promptly notify us of such and shall provide us with all necessary information with respect thereto, without compensation therefore. You also agree that if you shall develop any new trademark, service mark, slogan, symbol, concept, process or improvement in the operation or promotion of the Franchised Business, that we will immediately become the sole owner and licensor thereof (including intellectual property rights and interests). You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as, in the opinion of our counsel, are necessary or advisable to assign such interests to us. You acknowledge that we may subsequently utilize or disclose such information to other franchisees.

16. <u>Termination of the Franchise</u>.

(a) We may terminate this Agreement prior to the expiration of its term for "good cause," which shall mean the occurrence of any event of default described below. Upon the occurrence of any event of default, we may, at our option, and without waiving our rights under this Agreement or any other rights available at law or in equity, including our rights to damages, terminate this Agreement and all of your rights hereunder effective immediately upon the date we give written notice of termination, or upon such other date as may be set forth in such notice of termination. The occurrence of any one or more of the following events shall constitute an event of material default and grounds for termination of this Agreement by us:

(i) If you fail to pay any financial obligation or sums due pursuant to this Agreement within ten (10) days of the date on which we give written notice of such delinquency to you, or if you are determined to have understated your Gross Consumer Sales by two percent (2%) or more in any weekly, monthly or annual financial statement or report on two (2) or more occasions during the term of this Agreement whether or not you subsequently rectified such deficiency.

(ii) If you fail to obtain our approval of the location for your Franchised Business or fail to commence operation of the Franchised Business, in either case within six (6) months from the Effective Date, or if you or your Operating Principal fail to successfully complete the Initial Training Program within one hundred twenty (120) days months from the Effective Date. This provision shall not apply to you if this Agreement is signed as part of your renewal of the Franchise or as part of the transfer of an existing MaidPro franchised business to you.

(iii) If you make, or have made, any materially false statement or report to us in connection with this Agreement or application therefore or with respect to the ownership of the Franchise or Franchised Business.

(iv) If you violate any of the transfer and assignment provisions contained in this Agreement.

(v) If you receive from us three (3) or more notices to cure defaults or violations of this Agreement during the term hereof, whether or not such defaults are cured after such notice.

(vi) If you or any person owning any interest in the Franchised Business is convicted of a felony, a crime of moral turpitude or a crime or offense relating to the operation of the Franchised Business.

(vii) If you become insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by you, or such a petition is filed against you and is not dismissed within thirty (30) days after filing thereof, or if a bill in equity or any other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you, or if a receiver or the custodian (permanent or temporary) of your assets or property, or any part thereof is appointed.

(viii) If you fail, after notification of non-compliance by appropriate authority, to comply with any law or regulation applicable to the operation of the Franchised Business.

(ix) If you violate any covenant of confidentiality or non-disclosure provisions contained in this Agreement or otherwise disclose, use, permit the use of, copy, duplicate, record, transmit or otherwise reproduce any Manuals, material or proprietary information, knowledge or know-how created or used by us and designated for confidential use within the MaidPro System without our prior written approval.

(x) If you consistently fail to timely provide us with any report, statement, request or return required by this Agreement or the Manuals. Time is of the essence for purposes of your delivery of such reports, statements, request and returns. Three (3) such failures within a period of twelve (12) months, or five (5) such failures during the term of this Agreement, shall be deemed to be a consistent failure.

(xi) If you fail to perform or you breach any covenant, obligation, term, condition, warranty or certification in this Agreement or fail to operate the Franchised Business as specified by us in the Manuals or Video or other confidential material and fail to cure such non-compliance or deficiency within ten (10) days after our written notice thereof.

(xii) Upon an assignment by you under Section 18 of this Agreement, if any shareholder, director, officer, partner member or other owner of the Corporate Franchisee (as defined in Section 18) refuses or fails to execute our then current Guaranty Agreement, a current copy of which is attached as Exhibit D.

(xiii) If you fail to comply with any of your agreements with any third parties as related to the Franchised Business.

(xiv) If you misuse the Licensed Marks, or otherwise materially impair the goodwill associated therewith, or if you shall use at or in the Franchised Business any names, marks, e-marks, systems, insignias, symbols or copyrights not authorized by us.

(xv) If you engage in any act(s) that is so dishonest, untrustworthy, self-dealing, and/or fraudulent, that it goes to the essence of this Agreement and/or frustrates one of the principal purposes of this Agreement and/or irreparably damages the trust between us and you.

(xvi) If you commit a material breach of this Agreement that cannot be cured.

(xvii) If, without our prior written consent, you or persons controlling, controlled by, or under common control with you shall have any interest, direct or indirect, in the ownership or operation of any business engaged in the sale of similar or other related products or services within your Territory, or in any business, regardless of where located, that looks like, copies, or imitates any franchised business, or operates in a manner tending to have such effect.

(xviii) If you fail to achieve the minimum required Gross Consumer Sales target for a period of six months, assessed as a rolling monthly average using the Gross Consumer Sales reported by you during the immediately preceding six calendar months.

(b) If you are in material default as described in Subsection (a) above, we have the right to suspend any and all operating assistance, as described in this Agreement and/or the Manuals, to you.

(c) You are deemed to have voluntarily terminated this Agreement if you abandon, vacate, desert, surrender, or otherwise cease operation of all or any part of the Franchised Business for a period of three (3) consecutive days without our express written consent. The termination will automatically be effective without notice to you at the end of the third (3rd) consecutive day of no operations without our consent. After three (3) consecutive business days in which you have failed to operate the Franchised Business, you shall hereby assign and transfer to us your rights to your clients' keys, access cards, and/or any means you use to access client residences or places of business and the right to enter your location to retrieve those keys, access cards or other means to gain access.

17. <u>Post-Termination Obligations of Franchisee</u>.

In the event of the termination or expiration of this Agreement, whether by reason of default, lapse of time or other cause, you will cease to be an authorized MaidPro franchisee and will lose all rights to the use of the Licensed Marks, MaidPro System, Manuals, and any and all confidential information and know-how owned by us and any good will engendered by the use of Licensed Marks. Upon the expiration or termination of this Agreement, you shall either immediately or within the time limits indicated below with respect to any particular activity:

(a) Strictly comply with, observe and abide by all restrictive covenants in Sections 24 and 27 hereof;

(b) Cease to be a MaidPro franchisee and cease to operate the former Franchised Business under the MaidPro System. You shall not thereafter, directly or indirectly, represent to the public that the former Franchised Business is or was operated as, or was in any way connected with the MaidPro System or hold yourself out as a present or former franchisee of ours, and not thereafter operate or do business under any name or in any manner that might tend to give the general public the impression that you are operating a MaidPro Franchise, or any business similar thereto;

(c) Pay all sums owing to us within seven (7) days including, but not limited to, any amounts owed under this Agreement or otherwise in connection with the former Franchised Business including, but not limited to, all sums due and owing to any employees, taxing authorities and all other third parties. Upon termination for any default by you, said sums shall include actual and consequential damages, costs and

expenses (including reasonable attorneys' and experts' fees) incurred by us as a result of your default and the obligation to pay said sums shall give rise to and remain, until paid in full, a lien in favor of us against any and all of the real property, personal property, furnishings, equipment, signs, fixtures and inventory owned by you or the Franchised Business at the time of default and/or against any of your monies held or otherwise in our possession;

(d) Return to us the Manuals, trade secrets, proprietary information and confidential material, equipment and other property owned by us and all copies thereof. You are required to continue to pay Minimum Royalties to us until all copies of the aforesaid materials have been returned to us and you have executed a sworn certificate certifying that the obligations of this Subsection (d) have been fulfilled by you;

(e) Within two (2) days, you must ensure the accuracy of your list of the names, telephone numbers, complete mailing addresses, frequency of service, last date of service and price of such service for all customers serviced by you as well as the name, address and telephone number of the employee(s) rendering such service to each such customer and provide the accurate information to us;

(f) Take such action as may be required by us to transfer and assign to us or our designee all trade, assumed names, similar name or equivalent registrations and business licenses and to cancel any interest that you may have in same. If you fail or refuse to do so, we may, in your name and on your behalf and, at your expense, execute any and all documents necessary to cause discontinuance of your use of the name "MaidPro", or any related name used hereunder, and we are hereby irrevocably appointed by you as your attorney-in-fact to do so;

(g) Cease to use in advertising or in any manner whatsoever any methods, procedures or techniques associated with the MaidPro System or in which we have a proprietary right, title or interest; cease to use the Licensed Marks, any customer lists owned by or required to be transferred to us under Section 15(q), and all other indicia of operation associated with the MaidPro System, and remove all trade dress, physical characteristics, color combinations and other indications of operation under the MaidPro System from any of your property, and you shall not thereafter use, in any manner, or for any purpose, directly or indirectly, any of our Licensed Marks, Manuals, confidential information, trade secrets, procedures, forms, techniques, know-how, or materials acquired by you by virtue of the relationship established hereby, including but not limited to, MaidPro services, programs and products, specifications or descriptions of our services and products; lists of customers and lists of employees and independent contractors; any telephone number listed in any telephone directory under the name "MaidPro", or any similar designation or directory listing relating to the Franchised Business. In the event you fail or refuse to comply with the requirements of this Section, we have the right to modify your property without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required at your expense, which expense you shall pay upon demand;

(h) Immediately execute any and all agreements necessary to effectuate such termination in a prompt and timely manner;

(i) Continue to abide by those restrictions pertaining to the use of our confidential information, trade secrets and know-how set forth in detail herein;

(j) Assign any and all accounts receivable to us for collection. In connection therewith you hereby appoint us as attorney-in-fact to engage in such collection activities following the termination or expiration of this Agreement and you specifically undertake to refrain from engaging in any such collection activities upon termination or expiration. We agree to employ good faith efforts, including, where appropriate in our sole and exclusive judgment, the commencement of legal proceedings, to collect such accounts receivable. Nothing contained herein shall be construed or deemed to impose any duty or

obligation upon us to collect such accounts receivable and, if all or a portion of such accounts receivable are not collected by us, you release and waive any claims thereto against us. If we are successful in collecting all or a part of such accounts receivable, we shall remit to you such sums collected after first deducting any and all monies owed to us;

(k) Immediately refrain from engaging in any and all contacts with customers or former customers of the Franchised Business, whether with respect to collection of accounts receivable, to provide services to such customers or former customers pursuant to any business conducted by you, whether or not similar to the Franchised Business, or for any other purpose whatsoever;

(l) Promptly assign to us any interest you may have in the telephone number and telephone listing used by you in connection with the operation of the Franchised Business and sign an authorization that grants us the right to change, transfer, or terminate your email addresses, domain names and comparable electronic identities, on your behalf. You shall promptly transfer all telephone calls by call-forwarding to us or to such other party or entity as we shall direct; to execute any such instruments and take such actions as we may deem necessary to affect such transfer and call-forwarding of telephone calls. You acknowledge that this Agreement shall be conclusive evidence of our rights to such telephone numbers and directory listings and our authority to direct this transfer;

(m) Immediately turn over to us all client keys, access cards, and/or any means you use to access client's residences or places of business and if you fail to do so, you hereby grant and authorize us the right to enter into any location necessary to obtain them ourselves; and

(n) Provide us, within thirty (30) days of termination or expiration of this Agreement, with written evidence that you have complied with all of the post-termination obligations.

18. <u>Transfers</u>.

(a) Neither this Agreement, the Franchise or Franchised Business, nor any part of any ownership in you (which shall mean and include voting stock, securities convertible thereto, proprietorship, membership rights and general partnership interests), or all or a substantial portion of the Franchised Business may be voluntarily, involuntarily, directly or indirectly assigned, sold, or otherwise transferred or encumbered by you or your owners (including without limitation, by will, by declaration of or transfer in trust or by the laws of interstate succession) except as provided herein without our prior written approval, and any such assignment, transfer or encumbrance without such approval constitutes a material breach of this Agreement. We will not, however, unreasonably withhold consent to an assignment if the conditions specified hereinafter are met.

(b) Franchisor's Right of First Refusal

If you receive from a third party, and desire to accept, a bona fide written offer to purchase you, your Franchised Business, the Franchise or any interest in you or the Franchised Business (or seek to effect a sale of any of the foregoing), we shall have a right of first refusal, exercisable by written notice to you furnished within thirty (30) days after written notice and receipt of a copy of such offer and the other information set forth in this Section, to purchase you, the Franchised Business, the Franchise or any interest in you or the Franchised Business, on the same financial terms and conditions as offered to or by such third party; provided further that we may substitute cash for any other form of payment proposed in such offer. In order that we may have information sufficient to enable us to determine whether to exercise our right of first refusal, you shall deliver to us, to the extent requested by us, certified financial statements as of the end of your most recent fiscal year, any financial statements prepared by or for you since the end of such fiscal year and such other information about the Franchised Business and its operations as you have

provided or will make available to such third party. If we do not exercise our right to purchase, you may, within ninety (90) days from the expiration of the option period, close the proposed transfer, provided we have consented to such transfer as required. If you fail to close such transfer within this ninety (90) day period, it shall trigger a new right of first refusal period. Failure by us to exercise the option afforded by this Section shall not constitute a waiver of any other provisions of this Agreement, including all of the requirements of this Section 18, with respect to the proposed transfer.

(c) Administrative Transfer

This Agreement may be assigned to a business entity wholly owned by you (the "Corporate Franchisee"), provided that:

(i) you or your Operating Principal actively manage the business entity and continue to devote best efforts and full and exclusive time to the day-to-day operation and development of the Franchise and the Franchised Business;

(ii) the business entity is newly organized, and its activities are confined exclusively to acting as Franchisee under this Agreement;

(iii) you provide all documentation and information requested by us concerning the Corporate Franchisee;

(iv) the business entity executes a document in such form as shall be approved by us in which it agrees to become a party to, and be bound by, all the provisions of this Agreement;

(v) you remain personally liable in all respects under this Agreement and execute a Guaranty Agreement, a copy of which is attached as Exhibit D hereto by which you personally guarantee all obligations of the Corporate Franchisee under this Agreement;

(vi) any and all shareholders, directors, officers, members, partners and managers of the Corporate Franchisee shall each execute a Guaranty Agreement, a copy of which is attached as Exhibit D hereto, by which such shareholders, directors, officers, members, partners, managers or other owners personally guarantee all obligations of the Corporate Franchisee under this Agreement;

(vii) you agree not to sell, assign, pledge, hypothecate, mortgage or otherwise transfer or encumber your equity interest in the business entity; and

(viii) equity certificates and documents shall note in a legend sufficient under applicable law to constitute such notice that ownership in the Corporate Franchisee is subject to the terms of this Agreement and to allow such restrictions to be enforceable.

(d) Permitted Transfer

We will not unreasonably withhold our consent to a transfer, provided you meet the following conditions:

(i) You must pay all monies owed to us and our affiliates on or just before the date of the transfer; and

(ii) You have paid off all of your ascertained or liquidated debts in connection with the Franchised Business; and

(iii) You are not in default under any provision of this Agreement or any agreement ancillary hereto; and

(iv) You must sign a general release, in the form which we provide, of all claims against us and our parents, affiliates, principals, shareholders, members, managers, employees and agents in our/their corporate and individual capacities; and

(v) The transferee must demonstrate, to our sole satisfaction, that the transferee has the financial resources, character and ability to continue to run the Franchised Business successfully; and

(vi) You or Your transferee must pay to us the transfer fee of five thousand dollars ($5,000), plus our actual attorneys' fees, if any; provided, however, that if You are transferring more than one franchise in a single transaction you will only be obligated to pay a single transfer fee; and

(vii) Your transferee must sign MaidPro's then-current form of franchise agreement (including any applicable addendum to reflect that the Agreement is for a franchise that has been transferred) and any required ancillary agreements (i.e., personal guaranty); and

(viii) If the transferee does not already own a MaidPro franchise, the transferee must complete, to our sole satisfaction, the Initial Training Program, and must comply with all other requirements for new franchisees, again to our sole satisfaction; and

(ix) If required by us, you, or your transferee, must agree to re-brand, re-image and modernize the Franchised Business and equipment to meet MaidPro's then-current standards and to expend all monies reasonably necessary to complete such work according to the schedule we prescribe;

(x) Your transferee must enter into a lease for the location of the Franchised Business, or accept an assignment of your lease, no later than the date of the transfer.

(xi) You will not retain a security interest in the Franchised Business or its assets following the transfer without our prior written consent, which consent we are under no obligation to provide.

(e) You will not have the right to grant a sub-franchise to any person or entity whatsoever.

19. <u>Franchisor's Option to Purchase Assets</u>.

We shall have the option, but not the obligation, within thirty (30) days after the date of termination or expiration of this Agreement to purchase any and all of your operating assets from the Franchised Business at a purchase price equal to net depreciated book value. If we elect this option, we will deliver written notice to you. We have the right to inspect equipment at any time during this thirty (30) day period. If we elect to purchase equipment as part of the asset purchase, we will be entitled to, and you must provide, all customary warranties and representations as to compliance with law, the maintenance, function, and

condition of the equipment and your good title to the equipment (including, but not limited to, that you own the equipment free and clear of any liens and encumbrances).

20. Assignment by Franchisor.

This Agreement is fully assignable by us and shall inure to the benefit of any assignee or other legal successor to our interest.

21. Modification of the System.

You recognize and agree that from time to time we may change or modify the MaidPro System and our business in any manner that is not expressly and specifically prohibited by this Agreement including, but not limited to, the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new computer programs and systems, new types or brands of products or services, new equipment requirements or new techniques and that you will accept, use and display for the purpose of this Agreement any such changes in the MaidPro System, as if they were part of this Agreement at the time of execution. Whenever we have expressly reserved in this Agreement or are deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make such decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests, including without limitation our judgment of what is in the best interests of the MaidPro System, at the time our decision is made or our right or discretion is exercised. You will make such expenditures for such changes or modifications in the MaidPro System as we may reasonably require. You shall not change, modify or alter in any way any material aspect of the MaidPro System, without our prior written consent.

22. Death, Disability or Permanent Incapacity of the Franchisee.

In the event of your death or permanent disability or that of any person with a controlling interest in you, the executor, administrator, or personal representative of that person shall transfer his or her interest to a third party approved by us within one hundred and eighty (180) days after such death or permanent disability. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same restrictions and conditions as any *inter vivos* transfer. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to fully satisfy the conditions contained in this Agreement, the personal representative of the deceased Franchisee shall have a reasonable time, in our sole discretion, to dispose of the deceased's interest in the Franchise, which disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the deceased's interest is not transferred within a reasonable time, as determined by us in our sole discretion, we may terminate this Agreement. The term "permanent disability" shall mean a mental, physical or emotional disability, incapacity, impairment, or condition that is reasonably expected to prevent or actually does prevent you (or an owner controlling you) from supervising the management and operation of the Franchised Business for a period of one hundred and twenty (120) days from the onset of such disability, incapacity, impairment or condition. In any event, the Franchised Business must at all times be managed by a designated manager who has complied with all of our training requirements, regardless of any death or permanent disability covered by this Section.

23. Operation of Franchised Business in the Event of Absence, Incapacity or Death.

In order to prevent any interruption of the Franchised Business, which would cause harm to such business and thereby depreciate its value, you authorize us, in the event that you are absent or incapacitated or die, and are not, therefore, in our sole judgment, able to operate the Franchised Business, to operate said business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement; provided, however, that in the event that we commence to operate the

Franchised Business, we shall not be obligated to operate the Franchised Business for a period of more than thirty (30) days. All monies from the operation of the Franchised Business during the period of our operation shall be maintained in a separate account. The expenses of the Franchised Business, including reasonable compensation and expenses for our representatives, shall be charged to such account. If, as provided in this Section, we temporarily operate the Franchised Business, you agree to indemnify and hold us harmless, and hold harmless any representative of ours who may operate the Franchised Business, from any and all claims arising from the acts and omissions of us and our representative arising from such operation. You agree to pay our reasonable attorneys' fees and costs which might arise from the exercise of these step-in rights. Nothing in this Section will prevent us from exercising any other rights which we may have under this Agreement, including the right to terminate the Agreement.

24. <u>Covenants of Non-Disclosure, Non-Solicitation and Non-Competition</u>.

(a) You, your owners, and persons or entities controlled by or under common control with you, specifically acknowledge that, pursuant to this Agreement, you will receive valuable specialized training, trade secrets, and confidential information, including, without limitation, information regarding the management, operations, marketing, advertising, and related information, materials, methods and techniques of ours and the MaidPro System which are beyond the present skills and experience of you and your managers and employees, and that the value of this information arises not only from the time, effort and money that went into its compilation but also from its usage by all franchisees. You acknowledge that such specialized training, trade secrets, and confidential information provide a competitive advantage and will be valuable to you in the operation of the Franchised Business, and that gaining access to such specialized training, trade secrets, and confidential information is therefore a primary reason why you are entering into this Agreement. You understand and agree that the restrictions contained in this Section are reasonable and necessary to protect our legitimate business interests.

(b) In consideration for the benefits described in Section 24(a), you, your owners, and persons or entities controlled by or under common control with you, agree that:

(i) During the Term they will not, directly or indirectly, for themselves or through or on behalf of or in conjunction with any person, partnership, corporation or other business entity:

(a) solicit, divert or attempt to solicit or attempt to divert any business or customer of the Franchise to any competitor, by direct or indirect inducement or otherwise; or

(b) own, manage, maintain, operate, engage in, advise, consult with, invest in, be employed by or perform services as a director, officer, manager, representative, agent, or otherwise, or have any direct or indirect interest in any business or other venture specializing, in whole or in part, in offering to the public substantially similar products and services as those offered by the Franchised Business at any time during the Term (a "Competitive Business") or in any business or other venture that offers or sells products or services offered by franchises that are franchised by any of our affiliates.

(ii) For a period of eighteen (18) months after the Term within the Territory, including from the office of the Franchised Business, and any immediately adjacent and contiguous territories licensed to other MaidPro franchisees, they will not, directly or indirectly, for themselves or through or on behalf of or in conjunction with any person, partnership, corporation or other business entity:

(a) solicit, divert or attempt to solicit or attempt to divert any business of customer of the Franchise to any competitor, by direct or indirect inducement of otherwise; or

(b) own, manage, maintain, operate, engage in, advise, consult with, invest in, be employed by or perform services as a director, officer, manager, representative, agent, or otherwise, or have any direct or indirect interest in any Competitive Business.

(c) At any time, during the Term or thereafter, you shall not, either directly or indirectly, for you, or through, on behalf of, or in conjunction with any person, partnership, corporation or other business entity, use, in connection with the operation of any business other than the Franchised Business, any of the Licensed Marks, or any other names, marks, systems, insignias, or symbols provided or approved by us to you pursuant to this Agreement, or cause or permit any such business to look like, copy or imitate a MaidPro franchised business or to be operated in a manner tending to have such effect.

(d) You expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, you acknowledge that enforcement of the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living.

(e) It is the express intention of the parties to this Agreement to comply with all laws applicable to the covenants contained in this Agreement. If any of the covenants contained in this Section are found to exceed in duration, geography or scope those permitted by applicable law, the parties expressly agree that such restrictive covenant may be reformed or modified by the final judgment of a court of competent jurisdiction or other lawful constituted authority to reflect a lawful and enforceable restriction, whether in duration, geography or scope, and that the covenants contained in this Section shall automatically be deemed to be amended and modified so as to comply with the judgment or order of such court or authority to the maximum extent permitted. If any one or more of the provisions contained in this Section shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if it never contained such invalid, illegal or unenforceable provisions.

(f) You understand and acknowledge that we shall have the right, in our sole discretion, to reduce or limit the duration, geography or scope of any covenant set forth in this Section of this Agreement, or any portion thereof, without your consent, effective immediately upon notice to you; and you agree that you shall comply from that point forward with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 28(i) hereof.

(g) You expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of the covenants in this Section. You further agree that we shall be entitled to set off from any amount owed by us to you any loss or damage to us resulting from your breach of this Agreement.

(h) You understand and agree that the restrictions contained in this Section are reasonable and necessary to protect our legitimate business interests. You further acknowledge and agree that the time limitation on the restrictive covenants set forth in this Section shall be tolled during any default under this Section.

(i) Nothing contained in this Agreement shall prevent you from owning less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly traded corporation listed on a recognized national stock exchange or NASDAQ.

(j) You acknowledge and agree that any failure by you to comply with the requirements of this Section and Section 27 (Confidentiality) shall constitute a material default under this Agreement; that such failure will cause us irreparable injury and that money damages will not adequately compensate us; and that we are entitled to enforce this Section by temporary restraining order and/or temporary, preliminary and/or permanent injunction, and/or specific performance, without the necessity of posting bond. This relief will be in addition to any other relief we may have under federal and/or state law. You agree to pay all costs and expenses which includes reasonable attorneys' and expert fees incurred by us in enforcing our rights under this Section. The protection granted hereunder shall be in addition to and not in lieu of all other protections for such trade secrets and confidential information as may otherwise be afforded in law or equity.

(k) In addition to any other remedies or damages allowed under this Agreement and/or by law, if you breach any of the covenants set forth in Subsections (a) or (b) above, you shall pay us a fee equal to our then-current initial franchise fee for each Competitive Business identified plus seven percent (7%) of such Competitive Business' gross sales until expiration of the non-competition period set forth in this Section.

(l) During the term of this Agreement, we shall have the right to inspect any business interest in which you or a Key Employee have an interest, at reasonable times and during normal business hours, to the extent reasonably necessary to determine whether the conditions of this Section are being satisfied. If, by reason of such inspections or otherwise, we have reason to believe that you are in default of this Section, and you are so notified by us, you shall have the burden of establishing that you are not in default. You shall respond to any default notice under this Section within five (5) days. With regard to any such default, we shall have the right to pursue any and all rights of remedy and enforcement available to us, either at law or in equity, and you shall immediately take all steps to cure said default in a manner satisfactory to us.

The provisions of this Section shall survive any termination or expiration of this Agreement or any renewals.

25. <u>Employee Agreements</u>.

(a) You shall cause any person who is actively involved as a "Key Employee", defined as anyone who is an owner, and/or employee who acts in a management or supervisory capacity for or on behalf of the Franchised Business, at the time such person enters your employment, to enter into a non-disclosure, non-solicitation and non-competition agreement, that includes the substantive obligations described in this Agreement. You acknowledge and agree that any form of non-disclosure, non-solicitation and non-competition agreement is a form of agreement only and that it may or may not be enforceable in a particular jurisdiction. You agree that you are solely responsible for obtaining your own professional advice with respect to the adequacy of the terms and provisions of any non-compete agreement you require your employees, agents and independent contractors to sign.

(b) You shall use your best efforts to prevent any such Key Employees from using, in connection with the operation of any competing business wherever located, any of the Licensed Marks or from operating any competing business that looks like, copies or imitates any MaidPro franchised business or operates in a manner tending to have such effect. If you have reason to believe that any such person has violated the provisions of the non-disclosure, non-solicitation and non-competition agreement, you shall immediately notify us and shall cooperate with us to protect us against infringement or other unlawful use of the Licensed Marks, including, but not limited to, the prosecution of any lawsuits if, in the judgment of our counsel, such action is necessary and advisable.

The provisions of this Section shall survive any termination or expiration of this Agreement or any renewals thereof.

26. Spousal Agreements.

Your spouse or domestic partner (and if you are a business entity, then the spouses or domestic partners of all shareholders, members, or partners) shall execute Confidentiality and Non-Competition Agreements in a form approved by us, at the time of the signing of this Agreement. The Confidentiality and Non-Competition Agreement shall prohibit spouses or domestic partners from disclosing or using any trade secrets, customer lists or other information, knowledge or know-how deemed confidential or proprietary by us concerning the MaidPro System or the operation of Franchised Business and from competing with the MaidPro System or other MaidPro franchisees during the term of this Agreement and for eighteen (18) months following termination or expiration of this Agreement to the extent of the restrictions set forth in Section 24.

27. Confidentiality.

(a) You, your owners and persons controlled by or under common control with you, shall hold in confidence the MaidPro System and shall not disclose any part of the MaidPro System to any individual or entity. It is understood and agreed that the MaidPro System would, if used by other individuals or entities, confer on them a substantial competitive advantage, which advantage is presently enjoyed by us. Accordingly, you agree that you shall not at any time, without our prior written consent, disclose (except to such employees or agents as must reasonably have access to such information in order to establish or operate the Franchised Business) or use or permit the use of the MaidPro System, or any part, except as may be required by applicable law or as authorized by this Agreement.

(b) You, your owners and persons controlled by or under common control with you, shall at all times use your best efforts to keep confidential the Operations Manual, any other manuals or materials designated for use with the MaidPro System and such other information as we may designate for confidential use with the MaidPro System, as well as all other trade secrets, if any, and Confidential Information, knowledge and business know-how concerning the establishment, construction or operation of the Franchised Business that may be imparted to, or acquired by, you in connection with this Agreement. You acknowledge that the unauthorized use or disclosure of such Confidential Information (and trade secrets, if any) will cause incalculable and irreparable injury to us. Any and all information, knowledge and know-how, not generally known in the cleaning business, about our products, equipment, services, standards, specifications, systems, procedures and techniques, and such other information or materials as we may designate as confidential, shall be deemed confidential and proprietary for purposes of this Agreement, except information that you can demonstrate came to your attention prior to disclosure thereof by us or that is or has become a part of the public domain through publication or authorized communication by others. The Operations Manual, any other manuals or materials designated for use with the MaidPro System, and all Confidential Information (and trade secrets, if any) shall at all times be deemed to be, and shall remain, our sole property, and you shall acquire no rights, title or interest therein by virtue of your authorization pursuant to this Agreement to possess and use them. You shall not use our Confidential Information, the MaidPro System, Manuals, Licensed Marks, or any of our other trade secrets, proprietary knowledge or know-how, or any colorable imitations thereof, in the design, development or operation of a business whether or not similar to or the same as that conducted pursuant to this Agreement.

YOU ACKNOWLEDGE AND AGREE THAT OUR CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS AGREEMENT; THE CONTENTS OF THE OPERATIONS MANUALS, TRADE SECRETS, AND ANY COMPONENT OF

OUR SYSTEM THAT DOES NOT CONSTITUTE A TRADE SECRET BUT THAT OTHERWISE MEETS THE DEFINITION OF "CONFIDENTIAL INFORMATION."

(c) You agree that, if you engage as an owner, member, partner, shareholder, officer, consultant, agent, operator, or in any managerial capacity in any similar business, it shall be conclusively presumed that any violation of the terms of the covenants not to compete was accomplished by and through your unlawful utilization of our Confidential Information, know-how, methods and procedures.

The provisions of this Section shall survive any termination or expiration of this Agreement or any renewals thereof.

28. <u>Binding Arbitration; Governing Law; Consent to Jurisdiction</u>.

(a) This Agreement is a written agreement evidencing a transaction involving commerce and is, therefore, subject to the terms and provisions of the Federal Arbitration Act, Title 9, of the United States Code. Any and all other controversies or claims whatsoever arising out of or relating to this Agreement or to any ancillary agreement between the parties or with regard to their interpretation, formation or breach, shall be settled by binding arbitration according to the commercial rules of the American Arbitration Association as hereinafter provided.

(b) Prior to submitting any claim or dispute to arbitration, you shall give notice thereof to us setting forth in reasonable detail the nature and basis of the claim or dispute. The parties shall then seek to negotiate and resolve the dispute by direct negotiation between you and us over a period of not less than thirty (30) days. If the dispute is not resolved directly by the parties, the parties shall then submit the dispute to mediation with an independent mediator agreed upon by the parties within another thirty (30) days unless the parties agree to forego mediation. Each party will bear their own costs and fees of the mediation; however, the mediator's fee will be split equally between the parties.

(c) If the dispute is not resolved through negotiation or mediation, either party may send written notice to (1) the other party, and (2) the Regional Office of the American Arbitration Association in or closest to the location of our principal offices at that time invoking the binding arbitration provisions of this Subsection. Any arbitration shall be conducted in the city or town in which our principal offices are located before a single arbitrator located within the state in which we are located who has been actively engaged in the practice of law for at least ten (10) years and has franchise law experience. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected in accordance with the American Arbitration Association rules. Prior to the commencement of hearings, the arbitrator shall provide an oath of undertaking of impartiality. The award of the arbitrator shall be final. The parties' further consent to the jurisdiction in any appropriate court to enforce the provisions of this Section and/or to enter a judgment upon any award rendered by the arbitrator. The costs and expenses of arbitration, including the prevailing party's attorney's fees and costs and the compensation and expenses of the arbitrator, shall be borne by the non-prevailing party.

(d) In the event that any such controversy or claim arising from this Agreement or any MaidPro related transaction, as set forth above, involves any of your officers, directors, shareholders, employees, representatives or agents, then any such controversy or claim shall also be submitted to binding arbitration in the same manner as set forth above. In the event any controversy or claim is submitted to binding arbitration as set forth above, the parties hereto agree that discovery prior to arbitration shall be restricted solely to exchanging lists of those witnesses and documents which may be presented at the hearing before the arbitrator, unless the parties otherwise mutually agree in writing to expand the scope of discovery.

(e) In proceeding with arbitration and in making determinations hereunder, the arbitrator shall not extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by us in good faith. If an arbitrator determines that any contractual limitations period provided for in this Agreement is not applicable or enforceable, then the parties agree to be bound by the provision of any statute of limitations which would otherwise be applicable to the controversy, dispute or claim which is the subject of any arbitration proceeding initiated hereunder. Notice of or request to or demand for arbitration shall not stay, postpone or rescind the effectiveness of any termination of this Agreement. In the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

(f) Despite any language hereinabove to the contrary, we expressly reserve the right, at our sole and exclusive discretion, to seek injunctive relief from a court of competent jurisdiction to enforce your post-termination covenants, including the non-competition covenants, to enjoin the disclosure of or improper or unauthorized use of proprietary or confidential information of ours or of the MaidPro System including, but not limited to, the Manuals, customer lists, Licensed Marks, or to enjoin you from any existing or threatened conduct, pending completion of the above-noted binding arbitration, which we believe could cause any harm or damage to us or to the MaidPro System. In the event we file a lawsuit to seek injunctive relief as hereinabove provided, such action shall not constitute, nor be deemed to constitute, a waiver by us of our right to invoke the binding arbitration provisions of this Agreement.

(g) With regard to all claims brought under Subsection 28(e) above or that as a matter of law or public policy cannot be submitted to arbitration in accordance with this Section, you further agree as follows:

(i) You consent and agree that the following courts shall have personal jurisdiction over you in all lawsuits relating to or arising out of this Agreement or any ancillary agreement and waive any defense you may have of lack of personal jurisdiction or improper venue in any such lawsuits filed in these courts: (a) all courts included within the state court system of the state in which our principal office is located; and (b) all courts of the United States of America sitting within the state in which our principal office is located;

All lawsuits filed by you against us (whether in breach of the arbitration provisions of this Agreement or not) relating to or arising out of this Agreement or any ancillary agreement shall be required to be filed in one of these courts. Lawsuits filed by us against you may be filed in any of these courts or in any court in which jurisdiction and venue are proper; and

(ii) In all lawsuits related to or arising out of this Agreement, you consent and agree that you may be served with process outside the state in which our principal office is located in the same manner of service that may be made within that state by any person authorized to make service by the laws of the state, territory, possession or country in which service is made or by any duly qualified attorney in such jurisdiction. You hereby waive any defense you may have of insufficiency of service of process relating to such service. This method of service shall not be the exclusive method of service available in such lawsuits and shall be available in addition to any other method of service allowed by law.

(h) We and you agree that the arbitration of any disputes between us and you or any other proceeding shall be conducted on an individual basis and not a class-wide, multiple plaintiff or similar basis and that such disputes shall not be consolidated with the arbitration of any other disputes which might arise between us and any other MaidPro System franchise owners.

(i) Except to the extent governed by federal law, this Agreement, and the franchise rights granted herein shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts. If, however, any provision, or portion hereof in any way contravenes the laws of any state or jurisdiction where this Agreement is to be performed, such provision, or portion thereof, shall be deemed to be modified to the extent necessary to conform to such laws, and still be consistent with the parties' intent as evidenced herein. The parties agree, however, if the Franchised Business is not located in Massachusetts and the Franchisee is not a resident of, or domiciled in, Massachusetts, the provisions of any Massachusetts law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement and the regulations promulgated thereunder shall not apply to this Agreement or the franchise relationship created hereby.

(j) You agree that the sole recourse for claims arising between the parties shall be against us or our successors and assigns. You agree that our shareholders, members, managers, directors, officers, employees and agents and those of our affiliates shall not be personally liable nor named as a party in any action or arbitration between you and us. The parties further agree that, in connection with any such proceeding, each must submit or file any claim constituting a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim that is not submitted or filed as described above shall be forever barred. No previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement. Any arbitration award will have a binding effect only on the actual dispute arbitrated and will not have any collateral effect on any other dispute whatsoever, whether in litigation, arbitration, mediation, or other dispute resolution proceeding.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS BINDING ARBITRATION PROVISION AND SPECIFICALLY AFFIRM THAT THIS PROVISION IS ENTERED INTO WILLINGLY AND VOLUNTARILY AND WITHOUT ANY FRAUD, DURESS, OR UNDUE INFLUENCE ON THE PART OF US OR ANY OF OUR AGENTS OR EMPLOYEES.

29. <u>Indemnification</u>.

(a) You agree at all times to defend at your own cost, and to indemnify and hold harmless to the fullest extent permitted by law, us, our subsidiaries, affiliates, successors, assigns and designees of any entity, and the respective directors, members, managers, officers, employees, agents, shareholders, attorneys, designees, and representatives of each (us and all other hereinafter referred to collectively as "Indemnitees") from all losses and expenses (as hereinafter defined) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is based upon your operation of the Franchised Business and exercise of your rights under this Agreement, including without limitation any of the following: (i) your infringement or alleged infringement of, or any other violation or alleged violation of, any patent, trade or service mark or copyright or other proprietary right owned or controlled by third parties; (ii) your alleged violation or breach of any warranty, representation, agreement or obligation in this Agreement; any act, errors or omissions of you or any of your agents, servants, employees, contractors, partners, proprietors, affiliates or representatives; (iii) the inaccuracy, lack of authenticity or nondisclosure of any information by you to any customer of the Franchised Business; (iv) any services or goods provided by you or any affiliated or non-affiliated participating entity, or any failure to pay for the same; (v) any action arising from an alleged violation of a labor or employment law; (vi) any action by any customer of the Franchised Business, and, any damage to the property of you or us, our or your agents or employees, or any third person, firm or corporation, whether or not such losses, claims, costs, expenses, damages, or liabilities were actually or allegedly caused in part through the active or passive negligence of us or you or

any of us or your respective agents or employees, or resulted from any strict liability imposed on us or you or any of our or your respective agents or employees. As between us and you, you are solely responsible for the safety and well-being of your employees and the customers of the Franchised Business.

(b) For the purpose of this Section, the term "losses and expenses" shall be deemed to include all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, attorneys' fees, experts' fees, court costs, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing same, and any and all expenses of recall refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

(c) You agree to give us written notice of any such action, suit, proceeding, claim, demand, investigation or inquiry that could be the basis for a claim for indemnification by any Indemnitees within three (3) days of your actual or constructive knowledge of it. We may elect to undertake the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation, provided that we will seek your advice and counsel, and shall keep you informed, with regard to any such proposed or contemplated settlement(s). Such an undertaking by us shall in no manner or form diminish your obligation to indemnify us and to hold us harmless. Alternatively, we may make arrangements with you for your defense and/or settlement of such matter and you shall pay all costs thereof and shall provide full indemnification to us with respect to any judgment or settlement as provided in Section 29(a).

(d) In order to protect persons or property, or our reputation or goodwill, or the reputation or goodwill of others, we may, as we deem appropriate, at any time and without notice, offer, order, consent or agree to settlements or take such other remedial or corrective actions as we deem expedient with respect to the action, suit, proceeding, claim, demand, inquiry, or investigation if, in our sole judgment, there are reasonable grounds to believe that:

(i) any of the acts or circumstances enumerated in this Section have occurred, or

(ii) any act, error, or omission of you may result directly or indirectly in damage, injury or harm to any person or property.

(e) All losses and expenses incurred under this Section shall be chargeable to and paid by you pursuant to your obligations of indemnity under this Section regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of such actions, activity or defense. Indemnitees do not assume any liability whatsoever for acts, errors, or omissions of those with whom you may contract, regardless of the purpose. You shall hold harmless and indemnify Indemnitees for all losses and expenses which may arise out of any acts, errors or omissions of these parties. Under no circumstances shall Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against you. You agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by Indemnitees from you.

(f) Specifically excluded from the indemnity you give hereby is any liability associated with us or the other Indemnitees' gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).

30. <u>Independent Contractor</u>.

(a) You understand and agree that, under this Agreement, you are and shall be an independent contractor of us. No employee of yours shall be deemed to be an employee of ours. Nothing in this

Agreement shall be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. You shall not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as is specifically provided for in this Agreement. We shall not have the power to hire or fire or control your employees and, except as herein expressly provided, we may not control or have access to your funds or the expenditure thereof, or in any other way exercise dominion or control over the Franchised Business. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify approve your manager for your Franchised Business does not directly or indirectly vest in us the power to hire, fire or control any such employee. It is further understood that you will have sole responsibility for your employees and all acts of your employees, and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment. You acknowledge that we do not control your personnel policies, including establishing wage and hour requirements, hiring, firing, setting wages, disciplining, supervising and record keeping of your employees. You will file your own tax, regulatory and payroll reports with respect to your employees or agents and operations, saving and indemnifying us of and from any liability of any nature whatsoever by virtue of it.

(b) It is expressly understood and agreed that neither you nor any employee of yours will, in any way, directly or indirectly, expressly or by implication, be construed to be an employee of ours for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal government agency.

(c) You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of the Franchised Business and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the MaidPro System which you are required to comply with under this Agreement, whether set forth in our Manuals or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Franchised Business, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Franchised Business.

(d) **YOU SHALL CONSPICUOUSLY IDENTIFY YOURSELF IN ALL DEALINGS WITH YOUR CLIENTS, CONTRACTORS, SUPPLIERS, PUBLIC OFFICIALS AND OTHERS, AS AN INDEPENDENT FRANCHISEE OF OURS, AND SHALL PLACE SUCH NOTICE OF INDEPENDENT OWNERSHIP ON ALL FORMS, BUSINESS CARDS, STATIONERY, ADVERTISING, SIGNS AND OTHER MATERIALS AND IN SUCH FASHION AS WE MAY, IN OUR SOLE AND EXCLUSIVE DISCRETION, SPECIFY AND REQUIRE FROM TIME TO TIME, IN OUR MANUALS (AS SAME MAY BE AMENDED FROM TIME TO TIME) OR OTHERWISE.**

(e) **EXCEPT AS OTHERWISE EXPRESSLY AUTHORIZED BY THIS AGREEMENT, NEITHER PARTY HERETO WILL MAKE ANY EXPRESS OR IMPLIED AGREEMENTS, WARRANTIES, GUARANTEES OR REPRESENTATIONS OR INCUR ANY DEBT IN THE NAME OF OR ON BEHALF OF THE OTHER PARTY, OR REPRESENT THAT THE RELATIONSHIP BETWEEN FRANCHISOR AND FRANCHISEE IS OTHER THAN THAT OF FRANCHISOR AND FRANCHISEE. WE DO NOT ASSUME ANY LIABILITY, AND WILL NOT BE DEEMED LIABLE, FOR ANY AGREEMENTS, REPRESENTATIONS, OR WARRANTIES MADE BY YOU WHICH ARE NOT EXPRESSLY AUTHORIZED UNDER THIS AGREEMENT, NOR WILL WE BE OBLIGATED FOR DAMAGES TO ANY PERSON OR**

PROPERTY WHICH DIRECTLY OR INDIRECTLY ARISE FROM OR RELATE TO THE OPERATION OF THE FRANCHISED BUSINESS.

31. Franchisor's Withholding of Consent - Franchisee's Exclusive Remedy.

Whenever this Agreement requires our approval or consent, you shall make a timely written request to us. Unless a different period is specified in this Agreement, we shall respond in writing with our approval or disapproval within fifteen (15) business days of receipt of such request. If we have not specifically approved a request in writing within such fifteen (15) business day period, such failure to respond shall be deemed as a disapproval of any such request. In no event shall you be entitled to make, nor shall you make, any claim, and you hereby waive any claim for money damages, nor shall you claim any money damages, by way of set-off, counterclaim or defense, based upon any claim or assertion by you that we have unreasonably withheld or unreasonably delayed any consent or approval to a proposed act by you under any of the terms of this Agreement. Your sole remedy for any such claim shall be an arbitration proceeding in accordance with the terms of this Agreement to enforce any such provisions.

32. Enforcement Costs and Expenses.

You shall pay us on demand any and all costs and expenses we incur in enforcing the terms of this Agreement, including, but not limited to, our overhead costs and our expenses for our staff's time and efforts to obtain overdue reports and/or payments or to address and/or resolve defaults; costs and commissions due a collection agency; attorneys' fees; and our administrative costs. If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal proceeding or if we are required to enforce this Agreement in a judicial or arbitration proceeding or if you institute any legal action to interpret or enforce the terms of this Agreement and we prevail, you must reimburse us for our costs and expenses, including court costs, arbitration and arbitrator costs, expert witness fees, discovery costs, and reasonable accounting and attorneys' fees and costs on appeal together with interest charges on all of the foregoing whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. All such costs and expenses shall be prorated to properly reflect any partial prevailing in the proceeding, as determined by the arbitrator or the court. We are entitled to have any amount awarded be part of the award or judgment. Your duty to pay all of the above costs and expenses shall survive the termination or expiration of this Agreement.

33. Cross-Default.

Any default by you of any other agreement between you and us shall be deemed a default under this Agreement, and any default by you under this Agreement shall be deemed a default under any and all other agreements between you and us. If the nature of such default under any other agreement would have permitted us to terminate this Agreement had said default occurred hereunder, we shall have the right to terminate this Agreement and all of the other agreements between you and us in the same manner as provided herein for termination of this Agreement.

34. Limitation of Actions.

You agree that no cause of action arising out of or under this Agreement may be maintained by you against us unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against us hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. You understand that this time limit might be shorter than otherwise allowed by law. You hereby waive the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by us, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising

hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

35. Damages and Waiver of Jury Trial.

(a) The parties waive, to the extent permitted by law, any claim for punitive or exemplary damages against each other, regardless of each parties' respective right to such damages under the choice of law provision herein except with regard to claims involving our Licensed Marks and our confidential information. Only claims, controversies or disputes involving you and no claims for or on behalf of any other franchisee, franchisor or supplier may be brought by you hereunder. Furthermore, you and we each irrevocably waive our right to a trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party. You and we acknowledge that this waiver of jury trial rights provides the parties with the mutual benefit of uniform interpretation of this Agreement and resolution of any dispute arising out of this Agreement and any aspect of the parties' relationship. You and we further acknowledge the sufficiency and receipt of mutual consideration for such benefit.

(b) Any claim for lost earnings or profits by you shall be limited to a maximum amount equal to the net profits of the Franchised Business for the prior year as shown on your federal income tax return.

36. Step-in Rights.

(a) If a material default under this Agreement occurs and remains uncured, or is not subject to cure, or if your actions jeopardize the integrity of the Licensed Marks or MaidPro System, then you authorize us or our designee to operate the Franchised Business for as long as, in our reasonable judgment, it is necessary or practical. You acknowledge that this right to step-in is necessary to preserve the value and integrity of the Licensed Marks and MaidPro System. Even if we exercise this right to step in, you agree that we do not lose or waive a right to exercise any other rights or remedies we may have. Among the reasons we may act under these step-in rights are:

(i) We reasonably determine that you are unable to operate the Franchised Business because you are absent or incapacitated because of illness, accident, injury or death;

(ii) You have not paid your monetary obligations to us or others when they are due;

(iii) You have not removed non-consensual liens or encumbrances placed against the Franchised Business; or

(iv) We determine that material operational problems require that we operate the Franchised Business for a period of time.

(b) During a step-in period, you shall immediately turn over to us all customer keys, access cards, and/or any means you use to access customer's residences or places of business. We will maintain in a separate account, all Gross Consumer Sales of the Franchised Business. From that account we will pay all expenses of the Franchised Business, which will include the Continuing Royalty, including any Minimum Royalty, other fees due pursuant to this Agreement, all Brand Fund contributions or payments, and reasonable compensation and expenses for our representatives. If these step-in rights are exercised, you agree to hold us harmless and hold harmless our representatives for all actions or omissions which occur during the course of the temporary operation. You agree to pay our reasonable attorneys' fees and costs which might arise from the exercise of these step-in rights. Nothing in this Section will prevent us from exercising any other rights which we may have, including the right to terminate the Agreement.

37. Variations on the Standard.

We reserve the right to materially vary the terms and standards we apply to a MaidPro franchisee, including financial terms and conditions, for any franchisee, including you, based upon the peculiarities of a particular area, including density of population, business potential, population of trade area, existing business practices, or any other conditions we determine to have or to potentially have a significant effect on the successful operation of such franchisee's business. Variations from standard specifications and practices granted to other franchisees shall not under any circumstances, because to require us to disclose or grant to you a like or similar variation hereunder, either now or in the future.

38. Entire Agreement; Modification.

This Agreement and the exhibits constitute the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior and contemporaneous oral and/or written agreements between the parties. No officer, employee or other servant or agent of ours or yours is authorized to make any representation, warranty or other promise not contained in this Agreement. You understand and agree that we shall not be liable for or bound by any oral representations or commitments made prior to the execution of this Agreement or for claims of negligent or fraudulent misrepresentation. No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon us or you unless in writing and signed by an authorized officer of both you and us. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement. Nothing in this Agreement is intended to disclaim the representations we have made in the Franchise Disclosure Document which we furnished to you.

39. Notices.

All approvals, requests, notices, and reports required or permitted under this Agreement will not be effective unless in writing and delivered to the party entitled to receive the notice in accordance with this Section. All such approvals, requests, notices, and reports, as well as all payments, will be deemed delivered at the time delivered by hand; or one (1) business day after sending by facsimile, e-mail or comparable electronic system or through a nationally recognized commercial courier service for next business day delivery; or three (3) business days after placement in the United States mail by registered or certified mail, return receipt requested, postage prepaid; and must be addressed to the party to be notified at its most current principal business address of which the notifying party has been notified and/or, with respect to any approvals and notices that we provide to you or your owners, at the Franchised Business's address. As of the Effective Date of this Agreement, notices should be addressed as set forth on page one of this Agreement unless and until a different address has been designated by written notice to the other party.

40. Miscellaneous.

(a) All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all invalid or unenforceable provisions were not contained herein, and all partially valid and enforceable provisions shall be interpreted and enforced to the extent they are intelligible, valid and enforceable.

(b) If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of, or refusal to renew, this Agreement than is 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 this Agreement shall otherwise be enforced as originally made and entered into in all other jurisdictions.

(c) No waiver by us or by you of any covenant or condition or the breach of any covenant or condition of this Agreement to be kept or performed by the other party shall constitute a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement. Subsequent acceptance by us of any payments due to us hereunder shall not be deemed to be a waiver by us of any preceding breach by you of any terms, covenants or conditions of this Agreement. Any conditional waiver granted by us shall be subject to our continuing review, may subsequently be revoked for any reason effective upon your receipt of ten (10) days prior written notice to that effect, and shall be without prejudice to any other rights we may have.

(d) You shall not, on grounds of an alleged non-performance by us of any of our obligations or for any other reason, withhold payment of any amount due pursuant to the terms of this Agreement. No endorsement or statement on any check or payment of any sum less than the full sum due to us shall be construed as an acknowledgement of payment in full or an accord and satisfaction, and we 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. We may apply any payments made by you against any past due indebtedness of yours as we may see fit. We may set off against any sums payable to you hereunder any unpaid debts due from you to us.

(e) The rights and remedies 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 other right or remedy herein contained, or to which it is entitled by law.

(f) The headings of the sections hereof are for convenience only and do not modify, define, limit, expand or construe the contents of such sections.

(g) You agree and acknowledge that you have not been induced to enter into this Agreement in reliance upon, nor as a result of, any statements, representations, warranties, conditions, covenants, promises, or inducements whatsoever, whether oral or written, and whether directly related to the contents hereof or collateral hereto, made by us, our officers, members, managers, directors, shareholders, agents, employees or contractors not contained in this Agreement.

(h) Neither party hereto shall be liable for any loss or damage due to any delay in the performance of the terms hereof (except for the payment of money which shall not be delayed) by reason of strikes, lockouts and other labor troubles, fires, riots, wars, embargos and commotion, or acts of God; provided, however, the forgoing shall not apply to a party's payment obligations hereunder. Any such delay shall extend performance only so long as such event is in progress.

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

(j) The provisions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns unless otherwise specifically restricted by the terms of this Agreement.

(k) You and we agree that if this Agreement contains any errors or omissions that each will sign corrective documents as needed.

(l) You acknowledge and agree that exchanging information with us by electronic transmission ("e-mail") is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications. You authorize the transmission of e-mail by us and our employees, vendors, and Affiliates ("Official Senders") to you during the term and any renewal thereof. You further

agree that: (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (b) you will cause your officers, directors, members, managers, and employees to give their consent to Official Senders' transmission of e-mails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with you; and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the Term and any renewal thereof.

(m) Whenever we reserve or are deemed to have reserved discretion in a particular area or where we agree or are deemed to be required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise "Reasonable Business Judgment" in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the MaidPro System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the MaidPro System include without limitation enhancing the value of the Licensed Marks, improving customer service and satisfaction, improving service or product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the MaidPro System. We are not required to consider any of your or any other franchisee's particular economic or other circumstances when exercising our Reasonable Business Judgment. Decisions we make using our Reasonable Business Judgment will not affect all franchisees equally, and some may be benefited while others are not. Neither you nor any third party (including without limitation an arbitrator or a court of competent jurisdiction), shall substitute its judgment for our Reasonable Business Judgment.

(n) This Agreement has been written in the English language and the rules of construction and definitions of the English language will be applied in interpreting this Agreement. You represent that you, your owners, and office personnel are fluent in English and have consulted with legal counsel to the extent necessary to understand the provisions of this Agreement. The English language version of this Agreement will be the official and binding Agreement between the parties. All notices and communications required or permitted under this Agreement, including without limitation all meetings, mediations, arbitration and litigation, will be conducted and written in the English language. In addition, we will provide all services and materials under this Agreement, including without limitations the Manuals and all training programs, seminars, conventions, programs and meetings, in the English language and will not have a duty to provide any translation or interpreter services for any of your personnel. You will be solely responsible for the cost of any related translation or interpreter services.

(o) If you consist of more than one person, your liability under this Agreement shall be joint and several in each and every respect.

41. <u>Acknowledgements</u>.

(a) No representation has been made by us (or any employee, agent or salesperson thereof) and relied upon by you as to the future or past income, expenses, sales, volume or potential profitability, earnings or income of the Franchised Business, or any other franchised business, other than the information provided in our Franchise Disclosure Document.

(b) Prior to the execution of this Agreement, you have had the opportunity to contact all of our existing franchisees.

(c) You have had the opportunity to independently investigate, analyze and construe both the business opportunity being offered hereunder, and the terms and provisions of this Agreement, utilizing the services of counsel, accountants or other advisors (if you so elect).

(d) No representation or statement has been made by us (or any employee, agent or salesperson thereof) and relied upon by you regarding the anticipated income, earnings, and growth of us or the MaidPro System, or the viability of the business opportunity being offered hereunder, except as may be included in our Franchise Disclosure Document.

(e) We have certain rights reserved to us to own and operate franchised businesses; to franchise other franchised businesses; and, to otherwise use the MaidPro System, Licensed Marks, know-how, techniques and procedures, including (without limitation) those expressly set forth in Section 2 of this Agreement.

(f) You acknowledge that you have received a complete copy of this Agreement, with all Attachments, Exhibits referenced in this Agreement, and other related Agreements, if any, at least seven (7) days prior to the date on which this Agreement was executed. You further acknowledge that you received our Franchise Disclosure Document at least fourteen (14) days prior to the date on which this Agreement was executed by you.

(g) No representation or statement has been made by us (or any employee, agent or salesperson thereof) and relied upon by you regarding your ability to procure any required license or permit that may be necessary to the offering of one or more of the services contemplated to be offered by the Franchised Business.

(h) You affirm and agree that we may sell our assets, our Licensed Marks, or our MaidPro System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Licensed Marks (or any variation thereof) and/or the loss of association with or identification of "MaidPro Franchise, LLC" as franchisor hereunder.

(i) You have been advised to consult with your own advisors with respect to the legal, financial and other aspects of this Agreement, the Franchised Business, and the prospects for that Franchised Business. You have either consulted with such advisors or have deliberately declined to do so.

(j) The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on you, since you have other considerable skills, experience and education which afford you the opportunity to derive income from other endeavors.

(k) You affirm that all information set forth in any and all applications, financial statements and submissions to us is true, complete and accurate in all respects, with you expressly acknowledging that we are relying upon the truthfulness, completeness and accuracy of such information.

(l) You specifically acknowledge that the only financial performance information we furnish is set forth in Item 19 of our Franchise Disclosure Document; that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any other financial performance information; that, if they nevertheless do, you will not rely on any such financial performance information given to you by any such individual; and, that if any such individual attempts to or actually

does give you any such financial performance information in contravention of this provision, you will immediately communicate such activity to us. For the purpose of this Agreement, "financial performance information" means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of franchised or non-franchised businesses.

(m) You have carefully considered the nature and extent of the restrictions upon you set forth in this Agreement (including, without limitation, the covenants not to compete and the restrictions on assignment) and the rights and remedies conferred upon you and us under this Agreement. You acknowledge such restrictions, rights and remedies: (a) are reasonable, including, but not limited to, their term and geographic scope; (b) are designed to preclude competition which would be unfair to you and us; (c) are fully required to protect your and our legitimate business interests; and, (d) do not confer benefits upon you or us that are disproportionate to your detriment.

(n) You agree and acknowledge that fulfillment of any and all of our obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be our sole responsibility and none of our agents, employees, representatives, nor any individuals associated with us or our affiliates shall be personally liable to you for any reason.

(o) You acknowledge and understand that any training, support, guidance or tools we provide to you as part of the Franchise are for the purpose of protecting the MaidPro System, our brand, and the Licensed Marks and to assist you in the operation of your Franchised Business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of the Franchised Business, including your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters.

42. Counterparts

This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. An electronic signature (whether digital or encrypted, such as one transmitted via DocuSign) and/or a signature transmitted via electronic means (such as one transmitted via facsimile or in a PDF format via email) shall be effective to bind the party that transmitted the signature to the same extent as would a handwritten signature.

43. Effective Date

This Agreement shall not be effective until accepted by us as evidenced by signing by an authorized officer of Franchisor.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

FRANCHISOR:

MaidPro Franchise, LLC

By: _____
Its: _____

FRANCHISEE:

By: _____
Franchisee

By: _____
Franchisee

FRANCHISE AGREEMENT EXHIBIT A

The "Territory" shall be defined as follows:

The Territory shall include the geographical area of the following zip codes as of_____, 20__;

An official map denoting boundaries will be used for geographical borders. Should the geographical borders of this area change in any way, it will have no effect on the current territory. Homes on the Territory side of roads that are bordering this Territory shall be included within this Territory. Franchisor has the final say in any Territory dispute.

The “Qualified Household Number” applicable to the Territory is:

FRANCHISE AGREEMENT EXHIBIT B

FORM OF
End User License Agreement for MaidPro Software

END-USER LICENSE AGREEMENT ("Agreement" or "EULA") FOR MaidPro SOFTWARE

IMPORTANT-READ CAREFULLY: This EULA is a legal agreement between you (either an individual or a business entity) and MaidPro Franchise, LLC ("MaidPro"), which includes computer software, the associated media, any printed materials, and any "online" or electronic documentation. If you do not agree to the terms of this EULA, MaidPro is unwilling to license the SOFTWARE to you. In such event, you may not use or copy the SOFTWARE, and you should promptly contact MaidPro for instructions on returning the SOFTWARE.

SOFTWARE LICENSE

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

1. GRANT OF LICENSE.

You are hereby granted the right to use the SOFTWARE for the sole and exclusive purpose of operating the Franchised Business.

2. CREDENTIALS.

You may only access and use the SOFTWARE through assigned login credentials. Each login credential may only be used by the assigned user, and every user must have a unique login credential. Only approved, registered, and credentialed users may access and use the SOFTWARE. MaidPro requires each user to sign an appropriate non-disclosure agreement as a condition to receiving a login credential.

3. FEES.

You must pay MaidPro's license fees for access to the SOFTWARE and be current with your MaidPro invoices for ongoing access to the SOFTWARE. MaidPro will provide you with two use licenses at no additional charge. The current fee for additional licenses is $25 per month per user license. MaidPro reserves the right to change the fee schedule once in each calendar year, upon thirty (30) days written notice to you.

4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- Limitations on Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

- Rental. You may not rent, lease, or lend the SOFTWARE or access to the SOFTWARE.

- Software Transfer. You are not allowed to transfer the SOFTWARE or access to the SOFTWARE.

- Termination. Without prejudice to any other rights, MaidPro may terminate your right to use the SOFTWARE under this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of materials related to the SOFTWARE.

5. COPYRIGHT.

All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE), and any accompanying printed or digital materials, are owned by MaidPro. You may not copy the printed or digital materials accompanying the SOFTWARE. All rights not specifically granted under this EULA are reserved by MaidPro.

6. SOFTWARE ACCESS.

You may access the SOFTWARE through a web browser and an internet connection. You may not use other mediums. You may not loan, rent, lease, or otherwise transfer access to the SOFTWARE.

7. SERVICE TIME.

The SOFTWARE will be accessible via the web-based cloud application 24 hours a day, 7 days a week, except for scheduled maintenance, updates, changes, required repairs, and except for any loss or interruption due to causes beyond MaidPro's control or which are not reasonably foreseeable by it, including, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. In the event of any loss or interruption of the SOFTWARE, MaidPro's sole and exclusive liability will be only for loss or interruption due to (i) causes resulting from its failure to maintain and/or repair the application, (ii) other causes exclusively within its control, or (iii) causes reasonably foreseeable by MaidPro, and which loss or interruption exceeds a continual period of 24 hours. Your sole and exclusive remedy will be a credit against future software fees required by MaidPro, if any, equal to a pro-rata portion of said software fees for the period of downtime.

8. EXPORT RESTRICTIONS.

You agree that neither you, nor your customers, intend to or will, directly or indirectly, export or transmit the SOFTWARE or related documentation or technical data to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

9. LIMITED PRODUCT WARRANTY.

MaidPro warrants that the SOFTWARE will be free from material problems. MaidPro will use commercially reasonable efforts in attempting to fix any material problems that you report to MaidPro regarding the SOFTWARE. If we do not fix those problems within a reasonable time after you report those problems, our only obligation is to refund any license fees you have paid specifically for the software from 60 days prior to reporting of the problem.

10. DISCLAIMER.

The warranty and remedies set forth in Section 9 above are exclusive and in lieu of all others, oral or written, expressed or implied. Neither MaidPro, nor any dealer, agent or employee is authorized to make any modifications or additions to this warranty.

EXCEPT AS STATED IN SECTION 8 OF THIS AGREEMENT, MAIDPRO DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THIS SOFTWARE, ITS QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. EXCEPT AS STATED IN SECTION 8, YOU, THE LICENSEE, ARE ASSUMING THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE.

11. LIMITED LIABILITY.

In no event will MaidPro be liable for indirect, special, incidental or consequential damages arising out of the use or inability to use the SOFTWARE or DATA, even if advised of the possibility of such damages. In no event will our liability exceed the license fees that you have paid for the SOFTWARE. In addition, MaidPro shall have no liability for any DATA stored or processed with this SOFTWARE, including the costs of recovering such data. "DATA" means all data submitted or otherwise provided by you or by MaidPro, including such information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to identify an individual customer.

Some states do not allow the exclusion of implied warranties or liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

12. SECURITY.

You will maintain and enforce data privacy and security procedures with respect to your access to and use of the SOFTWARE and DATA that: (a) comply with all applicable international, federal, state and local laws, statutes, rules, orders and regulations that relate to privacy, data security and protection, and/or data use and collection; and (b) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of the SOFTWARE or DATA. You will adopt for the Franchised Business any and all security protocols required by MaidPro, including without limitation: (i) limiting access to the SOFTWARE to authorized persons who have a need for access to perform their job duties; (ii) securing computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing authentication and access controls within media, applications, operating systems, and equipment; and (iv) providing appropriate privacy and information security training to SOFTWARE users.

13. LAW AND JURISDICTION.

This Agreement is governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules, and any action arising from or relating to this Agreement may only be brought in Massachusetts. You agree to submit to the jurisdiction of courts of Massachusetts.

[Signatures on the following page]

FRANCHISOR:

MaidPro Franchise, LLC

By:_____
Its: _____

FRANCHISEE:

By:_____
Title:_____

FRANCHISE AGREEMENT EXHIBIT C

If you are a resident of the State of California or your franchise is located in California you are not required to sign this Questionnaire. If any California franchisee completes this Questionnaire, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Questionnaire.

This Questionnaire shall not apply to residents of Maryland or if the franchise is located in Maryland.

FRANCHISE COMPLIANCE QUESTIONNAIRE

As you prepare to enter into a Franchise Agreement with MaidPro Franchise, LLC ("MaidPro"), it is important to determine whether any statements or promises were made to you, either orally or in writing, which were not authorized by MaidPro and which may be untrue, inaccurate or misleading.

Please provide honest and complete responses to each of the following:

1. Have you received and personally reviewed our Franchise Agreement and all its attachments?

Yes ____ No ___

2. Have you received and personally reviewed the Franchise Agreement which you are to sign, with all its blanks completed?

Yes ____ No ___

If your answer is Yes, please state what date this completed Franchise Agreement was received: _____

3. Have you received and personally reviewed our Franchise Disclosure Document (FDD)?

Yes ____ No ___

Please state the date you received the FDD: _____

Did you sign a receipt for the FDD confirming the date you received it?

Yes ____ No ___

4. Did you have an opportunity to review MaidPro's Operation Manual and live data via their Cloud System?

Yes ____ No ___

5. Have you had the opportunity to discuss the benefits and risks associated with purchasing a MaidPro franchise with an attorney, accountant or other professional advisor?

Yes ____ No ___

Do you understand those risks? Yes ____ No ___

6. Do you understand that the success or failure of your MaidPro franchise will depend in large part upon your skills and abilities, the competition, and general business and economic factors such as inflation, interest rates and cost of labor?

Yes ____ No ___

7. Do you understand that any training, support, guidance or tools we provide to you as part of the MaidPro franchise, are for the purpose of protecting the MaidPro brand and trademarks, and to assist you in the operation of your business and not for the purpose of controlling, or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters?

Yes ____ No ___

If No, please comment:_____

CONSIDER THE FOLLOWING QUESTIONS IN REGARD TO INFORMATION PROVIDED DIRECTLY FROM FRANCHISOR OR ITS REPRESENTATIVES (NOT ITS FRANCHISEES):

8. Has any employee, broker or other person representing MaidPro made any statements or promises concerning the revenues, profits or operating costs of a MaidPro franchise that contradicts any information in the FDD?

Yes ____ No ___

9. Has any employee, broker or other person representing MaidPro made any statements or promises concerning the amount of money you may earn in the operating of a MaidPro franchise that contradicts any information in the FDD?

Yes ____ No ___

10. Has any employee, broker or other person representing MaidPro made any statements or promises concerning the likelihood of success that you should or might expect to achieve from operating a MaidPro franchise that contradicts any information in the FDD?

Yes ____ No ___

11. Has any employee, broker or other person representing MaidPro made any statements or promises concerning the advertising, marketing, training or support service or assistance that we will furnish to you that contradicts any information in the FDD? Yes ____ No ___

12. Has any employee, broker or other person representing MaidPro made any statements or promises concerning the costs you may incur in starting or operating the MaidPro franchise that contradicts any information in the FDD?

Yes ____ No ___

13. Has any employee, broker or other person representing MaidPro made any statements or promises or agreements relating to the MaidPro franchise that contradicts any information in the FDD?

Yes ____ No ___

If you have answered Yes to any of the questions numbered 8 through 13 above, please provide a full explanation ***for each.*** Attach additional pages if necessary.

_____
_____
_____
_____
_____

Your answers are important to us and we will rely on them; by signing this Questionnaire, you are representing that you have responded truthfully to all of the above questions.

This Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Date: _____ Prospective Franchisee: _____

FRANCHISE AGREEMENT EXHIBIT D

GUARANTY AGREEMENT

This Guaranty Agreement is entered into on as of _____, between _____ _____ of _____("Guarantor"), and MaidPro Franchise, LLC of Boston, Massachusetts ("Franchisor").

RECITALS

A. WHEREAS, Franchisor and _____("Franchisee"), have entered into a Franchise Agreement dated _____, 20_____.

B. WHEREAS, Guarantor is a shareholder, director, officer, member, owner and/or partner of Franchisee.

NOW, THEREFORE, in consideration of, and as an inducement to Franchisor to enter into the Franchise Agreement with Franchisee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby covenants and agrees as follows:

1. Guarantor warrants that the facts contained in Recital A and B are correct;

2. Guarantor has read the terms and conditions of the Franchise Agreement;

3. Guarantor personally and unconditionally makes all the covenants, representations and agreements of Franchisee set forth in the Franchise Agreement, and that Franchisee is obligated to perform thereunder;

4. Guarantor personally, unconditionally, and irrevocably guarantees to Franchisor and its successors and assigns, that all of Franchisee's obligations, undertakings, agreements and covenants set forth in the Franchise Agreement, will be punctually paid and performed during the term of the Franchise Agreement and thereafter, as applicable;

5. Guarantor unconditionally and irrevocably agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement entered into by the Franchisee;

6. Upon default by Franchisee or notice from Franchisor, Guarantor will immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement;

7. Without affecting the obligations of any Guarantor under this Guaranty Agreement, Franchisor may, without notice to Guarantor, waive, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee or any Guarantor, or settle, adjust or compromise any claims against Franchisee or any Guarantor;

8. Guarantor waives all demands and notices of every kind with respect to enforcement of this Guaranty Agreement, including, without limitation, notice of presentment, demand for payment or performance by Franchisee, any default by Franchisee or any Guarantor, and

any release of any Guarantor or other security for the Franchise Agreement or the obligations of Franchisee;

9. Franchisor may pursue its rights against any Guarantor without first exhausting its remedies against Franchisee and without joining any other Guarantor hereto, and no delay on the part of Franchisor, in the exercise of any right or remedy, shall operate as a waiver of such right or remedy, and no single or partial exercise of such right or remedy, shall preclude the further exercise of such right or remedy. Guarantor shall be jointly and severally liable for all obligations under the Franchise Agreement and the Guaranty Agreement with all other guarantors guaranteeing the obligations under the Franchise Agreement regardless of whether such guarantors have executed this Guaranty Agreement or separate Guaranty Agreements;

10. Upon receipt by Franchisor of notice of the death of Guarantor, the estate of the deceased Guarantor shall be bound by the foregoing Guaranty Agreement, but only for defaults and obligations under the Franchise Agreement existing at the time of death; the obligations of all other Guarantors shall continue in full force and effect;

11. This Guaranty Agreement will continue and is irrevocable during the term of the Franchise Agreement and, after its termination or expiration with respect to those provisions that survive its termination or expiration;

12. Guarantor's obligations under this Guaranty Agreement are effective on the Effective Date of the Franchise Agreement, regardless of the actual date of signature;

13. This Guaranty Agreement is governed by Massachusetts law and Guarantor irrevocably submits to the jurisdiction and venue of the courts of Massachusetts;

14. If Franchisor is required to enforce this Guaranty Agreement in any judicial or arbitration proceeding or on any appeals, Guarantor must reimburse Franchisor for its enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty Agreement;

15. Guarantor acknowledges that he or she has obtained independent legal advice before signing this Guaranty Agreement.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty Agreement under seal.

_____
Signature

_____
Print Name

_____
Address

FRANCHISE AGREEMENT EXHIBIT E

TELEPHONE LISTING AGREEMENT

THIS TELEPHONE LISTING AGREEMENT (the "Telephone Listing Agreement") is made and entered into as of _____ (the "Effective Date"), by and between MaidPro Franchise, LLC, a Delaware limited liability company (the "Franchisor"), and _____ _____, a(n) _____(the "Franchisee").

W I T N E S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for the operation of a MaidPro franchised business (the "Franchise Agreement"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Telephone Listing Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**

All terms used but not otherwise defined in this Telephone Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **TRANSFER; APPOINTMENT**

2.1 Interest in Telephone Numbers and Listings. Franchisee has, or will acquire, during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, yellow-page, and other telephone directory listings (collectively, the "Numbers and Listings") related to the Franchised Business or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

2.2 Transfer. On Termination of the Franchise Agreement, if Franchisor directs Franchisee to do so, Franchisee will immediately direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Numbers and Listings: (i) to transfer all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be reasonably necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Numbers and Listings or will take such other actions with respect to the Telephone Numbers and Listings as Franchisor directs.

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Telephone Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-

in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, on Termination of the Franchise Agreement, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Telephone Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including, without limitation, this Telephone Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.3.1 Direct the Telephone Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Listings to Franchisor;

2.3.2 Direct the Telephone Companies to terminate any or all of the Telephone Numbers and Listings; and

2.3.3 Execute the Telephone Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

2.4 Certification of Termination. Franchisee hereby directs the Telephone Companies that they shall accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.5 Cessation of Obligations. After the Telephone Companies have duly transferred all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further Interest in, or obligations under, such Telephone Numbers and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Telephone Companies for the sums Franchisee is obligated to pay such Telephone Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Telephone Listing Agreement.

3. **MISCELLANEOUS**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Telephone Listing Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to Franchisee's performance, Franchisee's nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and the directors, officers, shareholders, partners, members, employees, agents, and attorneys of Franchisor and its affiliates, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Telephone Listing Agreement.

3.3 No Duty. The powers conferred on Franchisor under this Telephone Listing Agreement are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Telephone Numbers and Listings.

3.4 Further Assurances. Franchisee agrees that at any time after the date hereof, it will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Telephone Listing Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Telephone Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Telephone Listing Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Telephone Listing Agreement, all provisions of the Franchise Agreement and exhibits thereto shall remain in effect as set forth therein.

3.7 Survival. This Telephone Listing Agreement shall survive the Termination of the Franchise Agreement.

3.8 Joint and Several Obligations. All Franchisee's obligations under this Telephone Listing Agreement shall be joint and several.

3.9 Governing Law. This Telephone Listing Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without regard to the application of Massachusetts conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Telephone Listing Agreement as of the Effective Date.

FRANCHISOR:

MAIDPRO FRANCHISE, LLC

By: _____
Its: _____

Date: _____

FRANCHISEE:

By: _____

Date: _____

FRANCHISE AGREEMENT EXHIBIT F

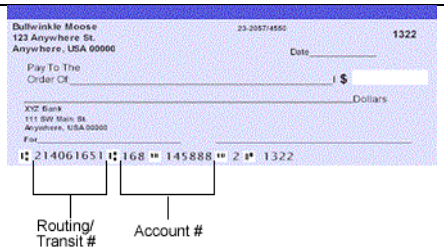
MAIDPRO FRANCHISE, LLC
ELECTRONIC FUNDS TRANSFER (EFT)
AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS

I (We, if joint account) the undersigned, hereby authorize **MaidPro Franchise, LLC**, a Delaware limited liability company, with principal offices at 77 North Washington Street, Boston, MA 02114, to initiate electronic transfer of funds out of my (our) primary Checking or Savings selected below at the Financial Institution indicated, for payment of Royalties or other amounts, which I may owe **MaidPro Franchise, LLC**.

I (We) acknowledge that the origination of Automated Clearing House (ACH) transactions to my (our) account must comply with the provisions of the United States law. All costs and expenses, including any resulting from the dishonor by my (our) bank of any electronic funds transfer, shall be my (our) sole responsibility. This authorization is irrevocable and shall remain in effect until the termination or expiration of the underlying Franchise Agreement with **MaidPro Franchise, LLC.**

If I (we) do not have enough money in my (our) account to cover the transfer, or if my (our) Financial Institution for any other reason refuses to honor a transfer, I (we) will separately pay for the charges I (we) owe under my (our) Franchise Agreement with **MaidPro Franchise, LLC.**

ACH Information		
Financial Institution:		
Branch:		
City	State:	Zip:
Routing/Transit Number:		
Account/Bank Number:		



I (we) acknowledge that these funds will be debited on **the last day of each month**, or the closest business day thereafter.

Name(s): _____

Signature: _____Date: _____

Signature: _____Date: _____

Day Phone: _____ Evening Phone: _____

Please fill out this form and attach a voided check.

© MaidPro 2023 FDD

FRANCHISE AGREEMENT EXHIBIT G

FRANCHISE OPTION AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (the "Amendment") is made and entered into as of _____, by and between MAIDPRO FRANCHISE, LLC, a Delaware limited liability company, with its principal place of business at 77 North Washington Street, Boston, Massachusetts 02114 (hereinafter "Franchisor"), and _____, a _____ with its _____ at _____ (hereinafter "Franchisee").

1. Franchisee is approved by Franchisor to participate in the Franchise Option Program. Franchisor and Franchisee hereby agree to amend the Franchise Agreement entered into between them with effect as of [DATE]. The Franchise Agreement is amended as follows:

   The Initial Franchise Fee stated in Section 8(a) of the Franchise Agreement is waived and Franchisee shall not pay to Franchisor the Initial Franchise Fee.

2. Section 8(d) of the Franchise Agreement is amended as follows:

   Strike six percent (6%) and replace with eight and one-half percent (8.5%).

3. If the Franchise Agreement is renewed in accordance with Section 3 thereof, Franchisee and Franchisor agree that the Continuing Royalty rates, as amended by Section 2 of this Amendment, shall be applied to the renewal term and that they shall enter into an amendment of the renewal franchise agreement if necessary to apply the foregoing Continuing Royalty rate.

4. Except as specifically amended above, all other provisions of the Franchise Agreement remain in full force and effect.

5. If there is a conflict between this Amendment and the Franchise Agreement, this Amendment will prevail.

IN WITNESS THEREOF, the parties hereto have executed this Amendment on the day and year first above written.

MAIDPRO FRANCHISE, LLC

By:_____
Its: _____

FRANCHISEE

By:_____

FRANCHISE AGREEMENT EXHIBIT H

PROMISSORY NOTE

$_____ Dated: _____

FOR VALUE RECEIVED, the undersigned, **[FRANCHISEE ENTITY]** a [STATE] corporation/limited liability company with a principal place of business at [ADDRESS] (collectively referred to as "Maker") promises to pay to the order of **MAIDPRO FRANCHISE, LLC**, a Delaware limited liability company, (herein with its successors and/or assigns, "Payee") having its principal place of business at 77 North Washington Street, Boston, MA, 02114, or at such other place as the Payee or other holder hereof may direct in writing, the aggregate principal sum of **[AMOUNT] ($XX,XXX)** together with interest payable as follows:

1. **Interest**. The unpaid principal amount of this Promissory Note ("Note") from time to time outstanding shall bear interest at the rate of twelve percent (12%) per annum. If Maker fails to pay any installment or make any payment on this Note for ten (10) days after the same shall become due, whether by acceleration or otherwise, Payee may, at its option, impose a late charge on the undersigned in an amount equal to five percent (5%) of such installment or payment. If any payment or installment is not made within thirty (30) days after the same shall become due, Payee may, at its option, impose an additional late charge on the undersigned in an amount equal to five percent (5%) of such installment or payment. Such installment or payment shall be subject to an additional five percent (5%) late charge for each additional period of thirty (30) days thereafter that such installment or payment remains past due. The late charge shall apply individually to all installments and payments past due. This provision shall not be deemed to excuse a late installment or payment or be deemed a waiver of any other rights Payee may have, including, but not limited to, the right to declare the entire unpaid balance due under this Note immediately due and payable. In no event shall the rate of interest payable hereunder at any time exceed the highest rate of interest allowed under applicable usury laws.

2. **Principal and Interest Payments**. This Note shall be due and payable by electronic funds transfer in _____ consecutive equal monthly installments of **[AMOUNT] ($0,000.00),** with the initial installment being due and payable on **DATE**, and the remaining installments being due and payable on the same day of each consecutive month thereafter. The final installment shall be due and payable on **DATE** and shall consist of the remaining principal balance of this Note, and all unpaid interest, accrued thereon. In the event any payment date shall fall due on a Saturday, Sunday or United States banking holiday, payment shall be made on the next succeeding business day, and interest will continue to accrue on the unpaid amount during the interim. All payments of principal and interest are to be made in lawful money of the United States of America in immediately available funds.

3. **Payment Application**. Payments shall be applied first to expenses, costs, and attorney's fees which are payable under this Note, secondly to interest and finally to the reduction of principal; provided, such payments may at the option of Payee or other holder hereof, be applied to the payment of delinquent taxes, installments of special assessments, insurance premiums and/or other legal charges.

4. **"Event of Default"**. An "Event of Default" shall be deemed to have occurred in the event that: (a) any amount due hereunder is not paid after becoming due and payable; or (b) any default by Maker occurs in the performance of the covenants, obligations or other provisions under the Franchise Agreements between Maker and Payee (the "Franchise Agreement(s)"), or any other agreement between Maker (or its affiliates) and Payee; or (c) any representation or warranty of the Maker set forth in the Franchise Agreement(s), or any other agreement between Maker and Payee proves to have been incorrect in any

material respect; or (d) Maker becomes subject to any bankruptcy, insolvency or debtor relief proceedings; or (e) Maker fails to comply with or perform any provision of this Note not constituting a default under the previous items of this paragraph and such failure continues for fifteen (15) days after notice thereof to Maker; or (f) a default occurs causing the acceleration of any material obligation of Maker to any other creditors; or (g) any guarantor of the Franchise Agreement(s) revokes or renounces their guaranty; or (h) the Franchise Agreement(s) is terminated by Maker or by Payee or is declared terminated in any judicial proceeding.

5. **Default and Remedies**. Upon the occurrence of an Event of Default as defined herein or at any time thereafter, the entire principal and accrued interest of this Note shall become immediately due and payable, without further notice to Maker, at the option of Payee or other holder hereof. To the extent permitted by applicable law, all benefits, rights and remedies hereunder shall be deemed cumulative and not exclusive of any other benefit, right or remedy herein. The failure of Payee or other holder hereof to exercise any right or remedy hereunder shall not be deemed to be a release or waiver of any obligation or liability of the Maker.

6. **Obligations Absolute**. All obligations of Maker hereunder are absolute and unconditional, irrespective of any offset or counterclaim of Maker against Payee or other holder hereof. Maker hereby waives the right to claim or enforce any right of offset, counterclaim, recoupment or breach in any action brought to enforce the obligations of Maker under this Note.

7. **Waivers**. Maker and any co-makers, sureties, endorsers and guarantors of this Note, hereby jointly and severally waive presentment for payment, notices of non-performance or nonpayment, protest, notice of protest, notice of dishonor, diligence in bringing suit hereon, against any party hereto and notice of acceleration. Payee reserves the right, in its sole and exclusive discretion, to waive the requirement in Section 2 above that all payments hereunder be due by electronic funds transfer.

8. **Collection Costs; Attorney's Fees**. Maker agrees to pay all expenses and costs of collection, including all reasonable attorney's fees and expenses, court costs, costs of sale and costs of maintenance and repair and similar costs incurred by Payee in connection with the enforcement of this Note, the collection of any amounts payable hereunder, whether by acceleration or otherwise, and/or the sale or other disposition of any Collateral.

9. **Prepayment**. Maker may prepay this Note, in whole or in part, at any time without premium or penalty. Any partial payments shall be applied first to accrued interest and then to principal installments in reverse order of maturity.

10. **Severability**. If any term or provision of this Note or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and shall be valid and enforced to the fullest extent permitted by law.

11. **Limitation on Interest**. All agreements between Maker and Payee, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand or acceleration of the maturity hereof or otherwise, shall the interest contracted for charged, or received by Payee, or any subsequent holder hereof, exceed the maximum amount permissible under applicable law. If any interest in excess of the maximum amount of interest allowable by said applicable laws is inadvertently paid to Payee or the holder hereof, at any time, any such excess interest shall be refunded by the holder to the party or parties entitled to the same after receiving notice of payment of such excess interest. All interest paid or agreed to be paid to Payee shall, to the extent permitted by

applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal (including the period of any renewal or extension hereof) so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between Maker and Payee as to the payment of interest.

12. **Jurisdiction and Venue**. It is hereby agreed that any and all claims, disputes or controversies whatsoever arising from or in connection with this Note, shall be commenced, filed and litigated, if at all, in the judicial district in which Boston, Massachusetts is located, unless the conduct of such litigation is not within the subject matter jurisdiction of the court of such district. The parties waive all questions of personal jurisdiction, convenience of forum and venue for purposes of carrying out this provision.

13. **Jury Trial Waiver**. **MAKER AND PAYEE IRREVOCABLY WAIVE TRIAL BY JURY, REGARDLESS OF THE FORUM, IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ARISING FROM, WHETHER DIRECTLY OR INDIRECTLY, THIS NOTE.**

14. **Governing Law**. In order to effect uniform interpretation of this Note, this Note, and all disputes or controversies arising or related hereto shall be interpreted and construed under the laws of the State of Massachusetts.

15. **Amount Owing**. The records of Payee or other holder of this Note shall be prima facie evidence of the amount owing on this Note.

16. **Release**. In consideration of the credit given to the Maker as evidenced by this Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned, for himself and his agents, employees, representatives, associates, heirs, successors and assigns (collectively the "Franchisee Entities"), does hereby fully and finally release and forever discharge the Payee ("**MAIDPRO FRANCHISE, LLC**"), and its officers, shareholders, directors, agents, employees, representatives, associates, successors and assigns (collectively, the "Franchising Entities") of and from any and all actions and causes of action, suits claims, demands, damages, judgments, accounts, agreements, covenants, debts, levys and executions, including without limitation attorneys' fees, whatsoever, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, whether at law or in equity, which the Franchisee Entities, or any one or more of them, have had, now have or may in the future, have against the Franchising Entities, or any one or more of them, arising out of, in connection with or relating in any way to that certain franchise agreement between the undersigned and **MAIDPRO FRANCHISE, LLC**, dated _____, 20__ (the "Franchise Agreement"), or any other agreement between the undersigned and **MAIDPRO FRANCHISE, LLC,** including but not limited to, any actions for fraud or misrepresentation, violation of any franchise laws, violation of any state or federal antitrust or securities laws, or violation of any common law, from the beginning time to the date of this Note; provided, however, specifically excluded from the release provisions of this Note shall be all obligations of **MAIDPRO FRANCHISE, LLC**, under the Franchise Agreement first accruing on and after the date hereof.

This release does not apply to claims arising under the Washington Franchise Investment Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220(2).

17. **Assignment**. Payee may sell or assign this Note at Payee's sole discretion. If Payee sells or assigns this Note Payee will not remain primarily obligated under the Note. Additionally, Maker will also lose all of its defenses against Payee as they relate to this Note as a result of the sale or assignment.

IN WITNESS WHEREOF, Maker has made, executed and delivered this Note effective as of the date first above written.

MAKER:

FRANCHISEE ENTITY
By Its Members:

By: _____
[NAME]
Its: [TITLE]

PAYEE:
MAIDPRO FRANCHISE, LLC

By: _____
[NAME]
Its: [TITLE]

EXHIBIT D

STATE SPECIFIC ADDENDA AND RIDERS

ADDENDUM TO MAIDPRO FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

A. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

B. NO PERSON IN ITEM 2 OF THE FDD IS SUBJECT TO ANY CURRENTLY EFFECTIVE ORDER OF ANY NATIONAL SECURITIES ASSOCIATION OR NATIONAL SECURITIES EXCHANGE, AS DEFINED IN THE SECURITIES EXCHANGE ACT OF 1934, 15 U.S.C.A. 78A ET SEQ., SUSPENDING OR EXPELLING SUCH PERSONS FROM MEMBERSHIP IN SUCH ASSOCIATION OR EXCHANGE.

C. CALIFORNIA BUSINESS AND PROFESSIONS CODE 20000 THROUGH 20043 PROVIDES RIGHTS TO THE FRANCHISEE CONCERNING TERMINATION, TRANSFER OR NON-RENEWAL OF A FRANCHISE. IF THE FRANCHISE AGREEMENT CONTAINS A PROVISION THAT IS INCONSISTENT WITH THE LAW, THE LAW WILL CONTROL.

D. 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.).

E. THE FRANCHISE AGREEMENT REQUIRES BINDING ARBITRATION. THE ARBITRATION WILL OCCUR IN BOSTON MASSACHUSETTS WITH THE COSTS BEING BORNE BY THE FRANCHISEE. PROSPECTIVE FRANCHISEES ARE ENCOURAGED TO CONSULT PRIVATE LEGAL COUNSEL TO DETERMINE THE APPLICABILITY OF CALIFORNIA AND FEDERAL LAWS (SUCH AS BUSINESS AND PROFESSIONS CODE SECTION 20040.5, CODE OF CIVIL PROCEDURE SECTION 1281, AND THE FEDERAL ARBITRATION ACT) TO ANY PROVISIONS OF A FRANCHISE AGREEMENT RESTRICTING VENUE TO A FORUM OUTSIDE THE STATE OF CALIFORNIA. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW.

F. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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

H. THE FRANCHISE AGREEMENT REQUIRES APPLICATION OF THE LAWS OF COMMONWEALTH OF MASSACHUSETTS. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW.

I. YOU MUST SIGN A GENERAL RELEASE OF CLAIMS IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

In recognition of the California Franchise Investment Law, Cal. Bus. & Prof Code § 31000, et seq., and the California Franchise Relations Act, Cal. Corp. Code § 20000, et seq., the Franchise Disclosure Document for MaidPro Franchise, LLC offering franchises under the "MaidPro" mark for use in the State of California shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by adding the following disclosure:

> If you execute a general release, in a form prescribed by the Franchisor, of any and all claims against the Franchisor and its affiliates, and their respective officers, directors, agents, and employees, the release must exclude such claims that you may have that have arisen under the California Franchise Investment Law or the California Franchise Relations Act.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution", shall be amended by adding the following disclosure:

> The California Franchise Relations Act provides to franchisees additional rights concerning non-renewal. Notice of intention by the Franchisor not to renew a franchise agreement must be given at least 180 days prior to the expiration of the franchise agreement. In the event that any of the provisions of a franchise agreement conflict with the statute, the conflicting provisions will be considered invalid.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by adding the following disclosure:

> The California Franchise Relations Act provides to franchisees additional rights concerning termination. A franchise may be terminated only for good cause, and franchisees must be given notice of default and a reasonable opportunity to cure defects (except for certain defects, as specified in the statute, which require no notice or cure). In the event that any of the provisions of a franchise agreement conflict with the statute, the conflicting provisions will be considered invalid.

4. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by adding the following disclosure:

> Covenants not to compete upon termination or expiration of the Franchise Agreement are not enforceable under California Law, except in limited circumstances. The Franchisor does not know whether the foregoing covenants are enforceable under California Law.

5. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on of the right to

rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact of its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

6. Item 21 of the Franchise Disclosure Document is amended by the addition of the following language:

> Also attached at Exhibit B is the unaudited balance sheet of MaidPro Franchise, LLC as of December 31, 2022. THE UNAUDITED BALANCE SHEET IS PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENTS AND FORM

7. Exhibit B of the Franchise Disclosure Document is amended by the addition of the following:

Threshold Brands LLC
HS Group Holding Company : Threshold Brands LLC : MaidPro
Custom Balance Sheet
End of Dec 2022

Financial Row	Amount
ASSETS	
Current Assets	
Bank	**$1,233,445.75**
Accounts Receivable	**$1,044,397.35**
Unbilled Receivable	**$918,129.91**
Other Current Asset	**$819,211.60**
Total Current Assets	**$4,015,184.61**
Fixed Assets	
15000 - Fixed Assets	**$203,208.18**
Total Fixed Assets	**$203,208.18**
Other Assets	
16000 - Intangible Assets	**$22,832,681.27**
17000 - Other Assets	**$3,562,255.59**
Total Other Assets	**$26,394,936.86**
Total ASSETS	**$30,613,329.65**
Liabilities & Equity	
Current Liabilities	
Accounts Payable	**$7,869,429.09**
Credit Card	**$78,898.74**
Other Current Liability	**$2,598,868.34**
Total Current Liabilities	**$10,547,196.17**
Long Term Liabilities	
26000 - Deferred Revenue - Long Term	**$2,037,916.00**
27000 - Long Term Liabilities	**$1,798,247.13**
Total Long Term Liabilities	**$3,836,163.13**
Equity	
30000 - Equity	
31000 - Common Stock	$1,150,000.00
32000 - Members Capital	$35,540,479.31
Total - 30000 - Equity	**$36,690,479.31**
Retained Earnings	($9,888,245.13)
Net Income	($10,572,263.83)
Total Equity	**$16,229,970.35**
Total Liabilities & Equity	**$30,613,329.65**

AMENDMENT TO MAIDPRO FRANCHISE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the California Franchise Investment Law, Cal. Bus. & Prof. Code § 31000 et seq., and the California Franchise Relations Act, Cal. Corp. Code § 20000 et seq., the parties to the attached Franchise Agreement (the "Agreement") agree as follows:

1. You must sign a general release if you transfer your franchise. You shall execute a general release under seal, in a form satisfactory to us, of any and all claims against us and our officers, directors, shareholders and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. 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).

2. A new Sub-Section 16(d) of the Agreement, under the sub-heading "Termination in California" shall be added, as follows:

   To the extent that the provision of this Paragraph 16 regarding termination are inconsistent with the requirements of the California Franchise Relations Act, the termination provisions are superseded by the Act's requirements and shall have no force or effect.

3. A new Sub-Section 24(m) of the Agreement, under the sub-heading "Application of Covenants in California" shall be added as follows:

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

4. A new Sub-Section 28(k) of the Agreement shall be added as follows:

   The Agreement requires binding arbitration in Massachusetts. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

6. Section 41 of the Franchise Agreement is deleted in its entirety and replaced with the following:

Section 41. [Intentionally Deleted]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement on the _____ day of _____.

FRANCHISOR:

MaidPro Franchise, LLC

By:_____
Its: _____

FRANCHISEE:

By:_____
Franchisee

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF HAWAII

1. MaidPro Franchise, LLC is currently registered to sell franchises (or exempt from franchise registration) in the states of: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

2. The states in which the MaidPro Franchise Disclosure Document is or will be shortly on file (or exempt from franchise registration): California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

3. No state has refused, by order or otherwise, to register the MaidPro franchise.

4. No state has revoked or suspended the right to offer MaidPro franchises.

5. MaidPro Franchise, LLC has not withdrawn the proposed registration of the MaidPro Franchise Disclosure Document in any state.

6. The state cover page of the MaidPro Franchise Disclosure Document is amended to include the following:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OR ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

AMENDMENT TO MAIDPRO FRANCHISE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF HAWAII

In recognition of the Hawaii Franchise Investment Law, the parties to the attached MAIDPRO Franchise Agreement (the "Agreement") agree as follows:

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement on the _____ day of _____.

FRANCHISOR:

MaidPro Franchise, LLC

By:_____
Its: _____

FRANCHISEE:

By: _____
Franchisee

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the agreements between the parties to this franchise.

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

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

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

AMENDMENT TO MAIDPRO FRANCHISE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the agreements between the parties to this franchise.

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

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

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement on the _____ day of _____.

FRANCHISOR:

MaidPro Franchise, LLC

By:_____
Its: _____

FRANCHISEE:

By:_____
Franchisee

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF INDIANA

In recognition of the Indiana Franchise Law, Title 23, Article 2, Chapter 2.5 Sections 1 through 51, the Franchise Disclosure Document for MaidPro Franchise, LLC offering franchises under the "MAIDPRO" mark for use in the State of Indiana shall be amended as follows:

1. Item 17(c), pertaining to "Requirements for you to Renew or Extend" your Franchise Agreement, is hereby amended by adding the following paragraph:

> "Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve MAIDPRO from liability imposed by Indiana State Code 23-2-2.7.

2. Item 17(m) pertaining to requirements for approval of transfer, is hereby amended by adding the following:

> "Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve MAIDPRO from liability imposed by Indiana State Code 23-2-2.7.

3. Item 17(r), pertaining to the post-termination non-competition covenants, is hereby amended by adding the following paragraph:

> "The post-termination covenant not to compete complies with Indiana State Code 23-2-2.7-1(9) which prohibits MAIDPRO from prohibiting you from competing for a period longer than 3 years or in an area greater than the exclusive area contained in your agreement."

4. Item 17(t), pertaining to the integration/merger clause, is hereby amended by adding the following paragraph:

> "Notwithstanding anything to the contrary contained in your agreement, you do not waive any right under the Indiana statutes with regard to prior representations made in the Indiana Franchise Disclosure Document."

5. Item 17(v), pertaining to the choice of forum, is hereby amended by adding the following paragraph:

"Choice of forum in any jurisdiction other than Indiana is prohibited under IC 23-2-2.7-1(10). MAIDPRO may not require that you agree to participate in any form of alternative dispute resolution other than arbitration before an independent arbitrator."

6. Item 17(w), pertaining to the choice of law, is hereby amended by adding the following paragraph:

> "The choice of Massachusetts law shall be subject to the superceding provisions in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7."

AMENDMENT TO MAIDPRO FRANCHISE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF INDIANA

In recognition of Indiana Deceptive Franchise Practices Law, §§ IC 23-2-2.7. the parties to the attached MAIDPRO Franchise Agreement (the "Agreement") agree as follows:

1. Section 29 of the Agreement, under the heading "Indemnification", shall be supplemented by the addition of the following sentence:

> "In no event shall this indemnification apply to liability caused by your proper reliance on or use of procedures or materials provided by MAIDPRO or because of MAIDPRO's negligence."

2. Section 24 of the Agreement, under the heading "Covenants of Non-Disclosure, Non-Solicitation and Non-Competition", Section 28 of the Agreement, under the heading "Binding Arbitration", Section 35 of the Agreement, under the heading "Damages and Waiver of Jury Trial", and Exhibit D of this Agreement "Guaranty Agreement" shall each be supplemented by the addition of the following paragraph:

> "The reservation of rights by MAIDPRO to injunctive relief and specific damages or limitations on the remedies available to either party without benefit of appropriate process is prohibited under IC 23-2-2.7-1(10). You cannot be required to recognize the adequacy or inadequacy of any remedy. The waiver or release of any rights with regard to the Agreement is prohibited under IC 23-2-2.7-1(5)."

3. Section 18 of the Agreement, under the heading "Transfers", shall be supplemented by the addition of the following sentence:

> "You cannot be required to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve MAIDPRO from liability under Indiana Code 23-2-2.7."

4. Section 40 of the Agreement, under the heading "Miscellaneous", shall be supplemented by the addition of the following sentence:

> "Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana statutes with regard to prior representations made in the Indiana Franchise Disclosure Document."

5. Section 28 of the Agreement, under the heading "Binding Arbitration", shall be supplemented by the addition of the following paragraph:

> "Notwithstanding anything to the contrary in this provision, venue for any cause of action brought under this Agreement shall be in Indiana pursuant to IC 23-2-2.7-1(10). Notwithstanding anything to the contrary in this provision, the choice of law for any cause of action brought under this Agreement shall be subject to any superceding provisions contained in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7. You shall be permitted to bring actions arising under IC 23-2-2.5 at any time within 3 years from the date of violation pursuant to IC 23-2-2.7-7."

[Signatures on following page]

IN WITNESS WHEREOF, the parties intending to be bound legally have executed this Amendment to the Agreement as of the date of the Agreement.

FRANCHISOR:

MaidPro Franchise, LLC

By:_____
Its: _____

FRANCHISEE:

By:_____
Franchisee

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

Amendment to "Special Risks to Consider About *This* Franchise" page of the Disclosure Document:

3. **Ownership Change**. The franchisor recently had a change of ownership. The support provided by the franchisor may be different from previous owners. Therefore, the expenses related to operating the franchise and the potential revenue you might achieve may be different from past performance.

Amendment to Item 5 of this Disclosure Document:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the Franchisor completes its pre-opening obligations under the Franchise Agreement and the outlet is opened.

Amendments to Item 17 of the Disclosure Document:

The general release required as a condition of renewal, sale, and /or assignment shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

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

AMENDMENT TO MAIDPRO FRANCHISE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND

THIS AMENDMENT (the "Amendment") is effective as of _____, 20____ (the "Agreement Date"), and amends the Franchise Agreement dated _____, 20____ (the "Agreement"), between MAIDPRO FRANCHISE, LLC (the "we," "us," "our" or "Franchisor") with its principal office at 77 North Washington Street, Boston, MA 02114, and _____("you", "your" or "Franchisee"), whose mailing address is _____ _____.

The Franchise Agreement is amended by the addition of the following provisions and the parties agree to these amendments:

Section 8 of the Franchise Agreement is amended as follows: "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the Franchisor completes its pre-opening obligations under the Franchise Agreement and the outlet is opened."

Section 18 of the Franchise Agreement says that MaidPro may require you to sign a general release of claims as a condition of renewal or transfer of your franchise. Under Maryland law (COMAR 02.02.08.16L), this condition will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Under Section 38 of the Franchise Agreement, you are required to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland franchise law. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Therefore, these agreements should be considered amended to state that the representations are not intended to nor do they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Section 4-216(c) (25) of the Maryland Franchise Registration and Disclosure Law requires a franchisor to file an irrevocable consent to be sued in Maryland. Section 29 of the Franchise Agreement contains provisions requiring a franchisee filing any litigation against the franchisor to agree to file the litigation only in the State of Massachusetts. Accordingly, the Franchise Agreement is amended to permit a franchisee to bring litigation in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Section 28 of the Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its rights to file a lawsuit in Maryland claiming a violation of the Maryland Franchise law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Section 28 of the Franchise Agreement is amended to provide any claims arising under the Maryland Franchise Registration and Disclosure law must be brought within three years after the franchise is granted. The limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the three-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

Section 16 (a) (vii) of 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.).

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

Section 41 of the Franchise Agreement is deleted in its entirety and replaced with the following:

"Section 41. [Intentionally Deleted] "

IN WITNESS THEREOF, the parties hereto have executed this Amendment effective on the Agreement Date.

FRANCHISOR:

MaidPro Franchise, LLC

By:_____
Its: _____

FRANCHISEE:

By:_____
Franchisee

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA

As to franchises governed by the Minnesota franchise laws, if any of the terms of the Franchise Disclosure Document are inconsistent with the terms below, the terms below control:

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statute Section 80C.14 subdivisions 3, 4 and 5 which require (except in certain specific cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

Minn. Stat. Sec. 80C.21 and Minnesota Rule Part 2860.4400J, prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota Rule Part 2869.4400(d) prohibits franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

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

AMENDMENT TO MAIDPRO FRANCHISE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control:

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statute Section 80C.14 subdivisions 3, 4 and 5 which require (except in certain specific cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

Minn. Stat. Sec. 80C.21 and Minnesota Rule Part 2860.4400J, prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota Rule Part 2869.4400(d) prohibits franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

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

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement on the _____ day of _____.

FRANCHISOR:

MaidPro Franchise, LLC

By:_____
Its: _____

FRANCHISEE:

By:_____
Franchisee

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

> Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:
>
> A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
>
> B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
>
> C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
>
> D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business

activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following sentence is added to the end of the first paragraph of Item 5:

We use the proceeds from your payment of the Initial Franchise Fee to defray our costs and expenses for providing training and assistance to you and for other expenses.

4. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend,"** and Item 17(m), entitled **"Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy 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 regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

5. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

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

6. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

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

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

8. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

THIS NEW YORK ADDENDUM APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF NEW YORK OR LOCATE THEIR FRANCHISES IN NEW YORK.

ADDENDUM TO THE MAIDPRO FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

1. The Summary column of Item 17 paragraph (c) of this Disclosure Document is modified to read as follows:

> "Give us at least 90 days' notice of your intention to renew, sign our current form of franchise agreement and ancillary agreements, sign a release (except for matters coming under the North Dakota Franchise Investment Law (the "North Dakota Law")).

2. The Summary column of Item 17 Paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

> "Any requirement that you must consent to termination or liquidated damages may not be enforceable under North Dakota Franchise Investment Law."

3. The Summary column of Item 17 Paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

> "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

4. The Summary column of Item 17 paragraph (u) of this Disclosure Document is amended by adding the following at the end of the paragraph:

> "except that matters coming under the North Dakota Law will be submitted to arbitration in a mutually agreeable location."

5. The Summary column of Item 17 paragraph (v) of this Disclosure Document is amended to read as follows:

> Except for matters coming under the North Dakota Law, litigation and arbitration must be in Massachusetts.

6. The Summary column of Item 17 paragraph (w) of this Disclosure Document is amended to read as follows:

> The law of North Dakota governs.*

7. The North Dakota Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

> Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages;
>
> General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement; and
>
> Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

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

AMENDMENT TO MAIDPRO FRANCHISE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

This Rider is entered into this _____, 20___ (the "Effective Date"), between MAIDPRO FRANCHISE, LLC, a Delaware limited liability company, with its principal business address at 77 North Washington Street, Boston MA 02114 ("we," "us," "our" or "Franchisor"), and _____, whose principal address is _____ (referred to in this Rider as "you," "your" or "Franchisee"), and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Grant of Successor Franchise.** You are not required to sign a general release as to any matters coming under the North Dakota Franchise Investment Law (the "North Dakota Law").

3. **Post-Term Competitive Restrictions.** Post-effective Covenants not to compete, such as those mentioned in Section 24, are generally unenforceable in the State of North Dakota.

4. **Jurisdiction.** All matters coming under the North Dakota Law may be brought in the courts of North Dakota.

5. **Waiver of Punitive Damages.** The first sentence in Section 35 of the Agreement is deleted in its entirety.

6. **Limitation of Claims.** The statute of limitations under North Dakota Law applies to all matters coming under North Dakota Law.

7. **Governing Law.** This Agreement will be governed by North Dakota Law.

8. **Waiver of Jury Trial.** The last 3 sentences in Section 35 of the Agreement are deleted in their entirety.

9. **Arbitration.** All matters being arbitrated under North Dakota Law may be brought in a location agreeable to both the Franchisor and the Franchisee. Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

10. **Liquidated Damages.** Franchisee's consent to termination or liquidated damages, is generally unenforceable under North Dakota Law.

11. **General Release.** Franchisee's consent to general release is generally unenforceable under North Dakota Law.

12. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement,

or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISOR:

MaidPro Franchise, LLC

By:_____
Its: _____

FRANCHISEE:

By:_____
Franchisee

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the Rhode Island Franchise Investment Act, as amended, the Franchise Disclosure Document for MaidPro Franchise, LLC for use in the State of Rhode Island shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by the addition of the following paragraph:

> "If you are a franchisee in Rhode Island, then the choice of law and venue provisions of your Franchise Agreement will not be enforceable."

AMENDMENT TO MAIDPRO FRANCHISE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the Rhode Island Franchise Investment Act, as amended, the parties to the attached MaidPro Franchise, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 28 of the Agreement, under the heading "Binding Arbitration", shall be amended to add the following:

> Provided that the Rhode Island Franchise Investment Act or a successor law should void a "choice of law" provision enforcing the laws of a jurisdiction other than Rhode Island, or void a venue provision which restricts jurisdiction outside of Rhode Island, then all references to "choice of law" and/or venue shall read "Rhode Island."

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement effective as of the date of the Agreement.

FRANCHISOR:

MaidPro Franchise, LLC

By:_____
Its: _____

FRANCHISEE:

By:_____
Franchisee

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF SOUTH DAKOTA

1. The Summary column of Item 17 Paragraph (g) of this Disclosure Document is modified by adding the following at the end of the sentence:

> "Under South Dakota law, termination provisions covering breach of the franchise agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Disclosure Document and franchise agreement must afford a franchisee thirty (30) days written notice with an opportunity to cure the default prior to termination."

2. The Summary column of Item 17 Paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

> "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of South Dakota, except in certain instances as provided by law."

3. The Summary column of Item 17 paragraph (u) of this Disclosure Document is amended by adding the following at the end of the paragraph:

> "except that matters coming under the South Dakota Law will be submitted to arbitration in a mutually agreeable location."

4. The Summary column of Item 17 paragraph (v) of this Disclosure Document is amended to read as follows:

> Except for matters coming under the South Dakota Law, litigation and arbitration must be in Massachusetts.

5. The Summary column of Item 17 paragraph (w) of this Disclosure Document is amended to read as follows:

> The law of South Dakota governs.*

AMENDMENT TO MAIDPRO FRANCHISE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF SOUTH DAKOTA

This Rider is entered into this _____, 20___ (the "Effective Date"), between MAIDPRO FRANCHISE, LLC, a Delaware limited liability company, with its principal business address at 77 North Washington Street, Boston MA 02114 ("we," "us," "our" or "Franchisor"), and _____, whose principal address is _____ (referred to in this Rider as "you," "your" or "Franchisee"), and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. Precedence and Defined Terms. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. Grant of Successor Franchise. You are not required to sign a general release as to any matters coming under the South Dakota Law.

3. Post-Term Competitive Restrictions. Post-effective Covenants not to compete, such as those mentioned in Section 24, are generally unenforceable in the State of South Dakota, except in certain instances provided by law.

4. Jurisdiction. All matters coming under the South Dakota Law may be brought in the courts of South Dakota.

5. Waiver of Punitive Damages. The first sentence in Section 35 of the Agreement is deleted in its entirety.

6. Limitation of Claims. The statute of limitations under South Dakota Law applies to all matters coming under South Dakota Law.

7. Governing Law. This Agreement will be governed by South Dakota Law.

8. Waiver of Jury Trial. The last 3 sentences in Section 35 of the Agreement are deleted in their entirety.

9. Arbitration. All matters being arbitrated under South Dakota Law may be brought in a location agreeable to both the Franchisor and the Franchisee.

10. Termination. The following is added as Section 16(d) of the Agreement: You will have 30 days written notice with an opportunity to cure prior to termination for the following: breach of the franchise agreement, failure to meeting performance and quality standards and failure to make royalty payments.

[Signatures on following page]

Intending to be bound, you and we sign and deliver this Rider effective on the Effective Date, regardless of the actual date of signature.

FRANCHISOR:

MaidPro Franchise, LLC

By:_____
Its: _____

FRANCHISEE:

By:_____
Franchisee

By: _____
Franchisee

ADDENDUM TO THE MAIDPRO FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for MaidPro Franchise, LLC for use in the Commonwealth of Virginia shall be amended as follows:

1. The following statements are added to Item 17.h of the Virginia Disclosure Document:

> "Under Section 13.1.564 of the Virginia Franchising Act, it is unlawful for a franchisor to cancel a franchise agreement without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause" as that term may be defined in the Virginia Retail Franchising Act or laws of Virginia, that provision may not be enforceable."

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

AMENDMENT TO MAIDPRO FRANCHISE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF VIRGINIA

In recognition of the Virginia Retail Franchising Act Virginia Retail Franchising Act, as amended, the parties to the attached MaidPro Franchise, LLC Franchise Agreement (the "Agreement") agree as follows:

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

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement effective as of the date of the Agreement.

FRANCHISOR:

MaidPro Franchise, LLC

By:_____
Its: _____

FRANCHISEE:

By:_____
Franchisee

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WASHINGTON

Item 5 of this Disclosure Document is amended as follows:

> "Franchisees who receive financial incentives to refer franchise prospects to Franchisors may be required to register as franchise brokers under the laws of Washington State."

The collection of the Initial Franchise Fee will be deferred until the Franchisor has fulfilled its initial pre-opening obligations and the Franchisee is open for business.

On October 7, 2019, MaidPro voluntarily entered into an Assurance of Discontinuance with the State of Washington agreeing that it will no longer include or enforce non-poaching provisions in any of its current and future franchise agreements; and will not seek to intervene or defend any no-poach provision in any litigation in which a franchisee may claim third-party beneficiary status rights to enforce an existing no-poach provision. MaidPro amended all existing franchise agreements with franchisee in the State of Washington removing any nonpoaching provisions.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 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.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act, or any rule, or order thereunder, 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, or 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.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for

inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee, in any way, from (i) soliciting or hiring any employee of a franchisee of the same franchisor, or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement, or elsewhere, are void and unenforceable in Washington.

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

The undersigned does hereby acknowledge receipt of this addendum

Dated this ____ day of _____, 20____.

_____	_____
MaidPro Franchise, LLC	Franchisee

ADDENDUM TO MAIDPRO FRANCHISE, LLC
FRANCHISE AGREEMENT, FRANCHISE COMPLIANCE QUESTIONNAIRE, AND RELATED AGREEMENTS REQUIRED BY THE STATE OF WASHINGTON

The collection of the Initial Franchise Fee will be deferred until the Franchisor has fulfilled its initial pre-opening obligations and the Franchisee is open for business.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 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.

Sections 42(d) and 42(g) of the Franchise Agreement are amended by the deletion of the phrase "and relied upon by you" in each such Section.

Section 41 of the Franchise Agreement is deleted in its entirety and replaced with the following:

"Section 41. [Intentionally Deleted] "

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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, or 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.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any

employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated this ____ day of _____, 20_____.

_____	_____
MaidPro Franchise, LLC	Franchisee

ADDENDUM TO MAIDPRO FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WISCONSIN

Franchise Disclosure Document for MaidPro Franchise, LLC for use in the State of Wisconsin shall be amended as follows:

Cover Page:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE WISCONSIN FRANCHISE INVESTMENT LAW. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF WISCONSIN OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE WISCONSIN FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST 10 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 10 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

THIS DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENTS ARE SUBJECT TO THE WISCONSIN FRANCHISE INVESTMENT LAW.

1. Item 17, Renewal, Termination, Transfer and Dispute Resolution, shall be amended by the addition of the following paragraphs at the conclusion of the Item 17 disclosures:

"To the extent that the provisions regarding renewal described in this section are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice of termination and 60 days within which to remedy any claim deficiencies), the renewal provisions will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect."

"To the extent that the provisions regarding termination described in this section are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice to termination and 60 days within which to remedy any claim deficiencies), the termination provision will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect."

"Covenants not to compete during the term of and upon termination or expiration of a Franchise Agreement are enforceable only under certain conditions according to Wisconsin Law."

AMENDMENT TO MAIDPRO FRANCHISE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF WISCONSIN

In recognition of the Wisconsin Fair Dealership Law, Wisconsin Statutes, §§ 135.01 -135.07, the parties to the attached MaidPro Franchise, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 3 of the Agreement, under the heading "Term and Renewal", shall be supplemented by the addition of a new final paragraph as follows:

> "To the extent that the provisions of Section 3 regarding renewal are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice to termination and 60 days within which to remedy any claims deficiencies), said renewal provision will be superseded by the requirement of the Wisconsin Fair Dealership Law and will have no force or effect."

2. Section 16 of the Agreement under the heading "Termination of the Franchise", shall be supplemented by the following new subparagraph 16 (d) entitled "Termination Rights under Wisconsin Law:

> "To the extent that the provision of Section 16 regarding termination are inconsistent with requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances to 90 days prior written notice of termination and 60 days within which to remedy any claimed deficiencies), said termination provisions will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the _____ day of _____.

FRANCHISOR:

MaidPro Franchise, LLC

By:_____
Its: _____

FRANCHISEE:

By:_____
Franchisee

By: _____
Franchisee

EXHIBIT E

FORM OF MUTUAL TERMINATION AND GENERAL RELEASE

FORM OF MUTUAL TERMINATION AND GENERAL RELEASE

THIS MUTUAL TERMINATION AND GENERAL RELEASE is made and entered into this _____ day of _____, 20_____, by and between MAIDPRO FRANCHISE, LLC, a Delaware limited liability company, with its principal place of business at 77 North Washington Street, Boston, Massachusetts 02114 (hereinafter, "Franchisor"), and _____ (hereinafter, "Franchisee") located at _____.

WITNESSETH

WHEREAS, Franchisor and Franchisee had entered into a Franchise Agreement dated _____, 20_____ (hereinafter "Original Franchise Agreement"), with respect to the operation of a business which provides on-location residential cleaning services (hereinafter "MaidPro Franchise"); and

WHEREAS, the Franchisor has agreed to Franchisee's purchase of additional territory on the condition that Franchisee enters into Franchisor's then-current Franchise Agreement (hereinafter "the New Franchise Agreement"), and upon so doing, Franchisor and Franchisee agree to mutually terminate the Original Franchise Agreement by signing this Mutual Termination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. It is hereby mutually agreed between the undersigned parties that subject to the terms and conditions of this Mutual Termination and Release, the Original Franchise Agreement is hereby terminated.

2. Franchisee hereby acknowledges that by entering into this Mutual Termination and Release, all of the Franchisee's rights under the Original Franchise Agreement, as a MaidPro franchisee are immediately terminated.

3. Effective as of the date hereof and to the extent allowed by applicable law, Franchisee, for itself and its beneficiaries, attorneys, representatives, successors, heirs and assigns (collectively hereinafter the "Franchisee Parties") hereby waive, release and forever discharge Franchisor and its shareholders, affiliates, beneficiaries, officers, partners, directors, employees, attorneys, representatives, successors, heirs and assigns, jointly and severally, from all demands, actions, causes of action, suits, proceedings, covenants, claims, executions, judgments, losses, damages, penalties, obligations and liabilities whatsoever (collectively "Claims or Suits"), of every nature, kind, type, or description, in law or in equity, directly or indirectly arising out of, resulting from or relating to the Original Franchise Agreement, or the performance of the obligations of the parties thereto, whether known, unknown, direct, indirect, absolute, contingent, disclosed or undisclosed, that Franchisee Parties have or ever had against Franchisor. It is the express intention of the parties hereto, that this release be as broad as permitted by law.

4. Franchisee intends this Release to acquit and forever fully discharge Franchisor, and any parent or direct or indirect subsidiary thereof, any division or affiliate, and its or their respective officers, directors, shareholders, employees, agents, representatives, successors and assigns, and each of them.

5. Franchisee acknowledges that Franchisee is still bound by Sections 15, 17, 24 and 27 of the Original Franchise Agreement, and hereby agrees to comply with the provisions of those sections.

6. Franchisee agrees that Franchisee will not use the MaidPro System or MaidPro network of franchisees for any purpose without the Franchisor's prior written permission.

7. Franchisee agrees that Franchisee will not disparage Franchisor, its successors and assigns, the MaidPro System, or any of their present or former shareholders, directors, officers, employees or franchisees.

8. This Mutual Termination and Release and the rights and obligations of the parties hereunder, shall in all respects be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

9. This Mutual Termination and Release shall be binding upon Franchisee and their heirs, legal representatives, successors and assigns, and upon Franchisor and its successors and assigns.

10. This Mutual Termination and Release may be executed in any number of counterparts each of which, when executed and delivered, shall be deemed an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first written above.

FRANCHISOR:

MaidPro Franchise, LLC

By:_____
Its: _____

FRANCHISEE:

By:_____
Franchisee

Applicable to Maryland Residents Only: This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The general release set forth in Section 3 above shall not apply to any claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

EXHIBIT F

LIST OF CURRENT AND FORMER FRANCHISEES
(AS OF DECEMBER 31, 2022)

CURRENT OPEN AND OPERATING FRANCHISEES

NAME	TERRITORY CITY	BUSINESS ADDRESS	STATE	PHONE NUMBER	# OF TERRITORIES
ALABAMA					
Ashlee Smith	Decatur	217 Grant Street SE Decatur, AL 35601	AL	256-724-6166	1
Ashlee Smith	Huntsville	505 Jordan Lane Huntsville, AL 35805	AL	256-585-6628	1
Cary & Tonya Nolen	Lineville	5312 County Road 31 Lineville, AL 36266	AL	256-618-2471	1
Ashlee Smith	Muscle Shoals	202B Wilson Dam Rd. Muscle Shoals, AL 35661	AL	256-724-6166	1
Bill & Marilyn Collier	Pelham	2531 Meadowview Ln., Ste. D Pelham, AL 35124	AL	205-358-1800	1
ARIZONA					
Kathy Ward	Phoenix	2625 E. Greenway Pkwy Ste. 101, Phoenix, AZ 85032	AZ	602-765-1964	1
Stacy & Justin Peterson	Tucson	4555 S. Palo Verde Rd. #163 Tucson, AZ 85714	AZ	520-342-5480	1
ARKANSAS					
Barry Walker	Northwest	5 Cunningham Lane, Bella Vista, AR 72715	AR	918-270-2800	1
CALIFORNIA					
Paul Campanario	Bakersfield	4031 Alken Street, Ste. B1 Bakersfield, CA 93308	CA	661-249-6150	1
Tyler Logan and Douglas Hayen	Chico	80 Cherry Street, Chico, CA 9528	CA	408-656-0154	1
Vaughn Nguyen	Corona	1655 E 6th St., Ste. A1, Rm. 208 Corona, CA 92882	CA	951-898-0051	1
Jonathan Serota	Culver City	6237 Bristol Parkway Culver City, CA 90230	CA	520-342-5480	1
Ludovic Tchuensi	Cypress	4019 Orange Ave. Cypress, CA 90630	CA	714-844-6333	1
Ludovic Tchuensi	Los Angeles County	4019 Orange Ave. Cypress, CA 90630	CA	714-844-6333	1
David Philipps	Folsom	13389 Folsom Blvd., Ste. 300-266, Folsom, CA 95630	CA	916-932-8999	1
Philip Godinez	Huntington Beach	15052 Springdale St. G Huntington Beach, CA 92649	CA	714-460-5105	1
Lydia Tu	La Verne	3836 Emerald Ave. Ste. C La Verne, CA 91750	CA	909-593-6690	1
Ron & Paola Ledwin	Laguna Hills	23151 Verdugo Dr. Ste. 106 Laguna Hills, CA 92653	CA	949-699-6993	1
Ron & Paola Ledwin	Los Angeles	1301 W 2nd St #107 Los Angeles, CA 90026	CA	213-797-4344	1
Lydia Tu	Manhattan Beach	2409 N. Sepulveda Blvd., Ste. 101, Manhattan Beach, CA 90266	CA	424-903-1311	1
Michael Hildebrand	Moreno Valley	12334 Riparian Way Moreno Valley, CA 92557	CA	951-784-8200	1

NAME	TERRITORY CITY	BUSINESS ADDRESS	STATE	PHONE NUMBER	# OF TERRITORIES
Trish Duarte	Murrieta	26856 Adams Ave., Ste. 101B Murrieta, CA 92562	CA	951-506-6100	1
Trish Duarte	Wildomar	26856 Adams Ave., Ste 101B, Murrieta, CA 92562	CA	951-506-6100	1
Vaughn Nguyen	Orange	128 E Katella Ave. Ste, 100 Orange, CA 92867	CA	714-276-2002	1
Rafael & Susana Bayona	Pasadena	2982 E. Colorado Blvd., #106 Pasadena, CA 91107	CA	626-708-3720	1
David Philipps	Roseville	234 Donner Ave. Roseville, CA 95678	CA	916-791-1100	1
Alton Wong & Sherman Lee	San Francisco	1555 Yosemite Ave. #1B San Francisco, CA 94124	CA	415-692-4220	1
Satnam Singh	San Jose	1535 Meridian Ave. #50 San Jose, CA 95125	CA	408-377-3800	1
Denise Schellinger	San Marcos	574 East Mission Rd., Ste. G1 San Marcos CA 92069	CA	760-712-3727	1
Paul Campanario	Tulare	1220 South O St. Tulare, CA 93274	CA	559-550-2600	1
COLORADO					
Denise Schellinger	Berthoud	266 Basher Drive Unit 8 Berthoud, CO 80513	CO	970-674-7990	1
Denise Schellinger	Broomfield	555 Hwy. 287 Unit G Broomfield, CO 80020	CO	303-664-5666	1
Denise Schellinger	Colorado Springs	5050 Edison, Ste. 113 Colorado Springs, CO 80915	CO	719-452-3444	1
Matt Sherman	Denver	7808 Cherry Creek Dr. S #101 Denver, CO 80231	CO	303-639-6100	1
Eric and Lara Veve	Arvada	10471 S. Parker Rd. Parker, CO 80134	CO	303-840-5858	1
Erica and Lara Veve	Parker	10471 S. Parker Rd. Parker, CO 80134	CO	303-840-5858	1
Erica and Lara Veve	Littleton	10471 S. Parker Rd. Parker, CO 80134	CO	303-840-5858	1
CONNECTICUT					
Hector Loureiro Elegant Cleaning Services, LLC	Danbury	475 Federal Road, Unit B, Brookfield, CT, 06804	CT	203-392-1605	1
Hector Loureiro Elegant Cleaning Services, LLC	New Milford	475 Federal Road, Unit B, Brookfield, CT, 06804	CT	203-392-1605	1
Kathryn Ward	Plantsville	710 Main Street, Ste. 3 Plantsville, CT 06479	CT	203-630-2033	1
DELAWARE					
Phil Sargent	Middletown	10 N. White Horse Pike Lindenwold, NJ 08021	DE	302-766-7500	1
Phil Sargent	Newark	2644 Capital Trail, Ste. 350 Newark, DE 19711	DE	302-766-7500	1
FLORIDA					
Mariusz Mastalerz	Boca Raton	9825 Marina Blvd, #500 Boca Raton, FL 33428	FL	561-235-7830	1
Andrea Ponce	Cooper City	5121 SW 90th Ave. Cooper City, FL 33328	FL	954-533-0234	1

NAME	TERRITORY CITY	BUSINESS ADDRESS	STATE	PHONE NUMBER	# OF TERRITORIES
Michelle Spitzer	Fort Lauderdale	1046 NW 10th Ave. Fort Lauderdale, FL 33311	FL	954-606-6311	1
Michelle Spitzer	Fort Myers	6238 Presidential Court Fort Myers, FL 33919	FL	239-437-5520	1
Roy Vaughn	Lakeland	243 North Florida Ave. Lakeland, FL 33803	FL	863-683-3300	1
Michelle Spitzer	Marco Island	1761 San Marco Rd. Marco Island, FL 34145	FL	239-206-2881	1
Omar Pagan	Miami	6712 West Flagler Street Miami, FL 33144	FL	305-903-5623	1
Andrea Ponce	Miami	326 SW. 17 Ave. Miami, FL 33135	FL	305-759-6011	1
Michelle Spitzer	Naples	2085 Pine Ridge Rd. Naples, FL 34109	FL	239-596-5200	1
Andrea Ponce	Orange City	951 N. Volusia Ave. Orange City, FL 32763	FL	386-310-1763	1
Kathryn Boyce	Orlando	8421 South Orange Blossom Trail, #220, Orlando, FL 32809	FL	407-434-0234	1
Michelle Spitzer	Port Charlotte	1475 Collingswood Blvd., Ste. F Port Charlotte, FL 33948	FL	941-201-1460	1
Andrea Ponce	Port Richey	10903 US-19 Port Richey, FL 34668	FL	727-819-2484	1
Michelle Spitzer	Sarasota	5250 17th Street #105 Sarasota, FL 34235	FL	941-205-0210	1
Todd & Joy Skeirik	Seminole	8976 Seminole Blvd. Seminole, FL 33772	FL	727-290-4690	1
Eduardo & Jacqueline Mareovich	St. Augustine	120 Cumberland Park Dr. St. Augustine, FL 32095	FL	904-494-6070	1
Candace Westlake	Tampa	1441 E. Fletcher Ave. Tampa, FL 33612	FL	813-903-8000	1
April Gayleard	Umatilla	17911 Palm Street Umatilla, FL 32784	FL	(352) 314-9070	1
Rick & Pam Quagliozzi	West Palm	1759 N. Florida Mango Rd., Ste. 7, West Palm, FL 33409	FL	561-684-6556	1
Mark Sewell	Winter Garden	12857 W Colonial Dr. #105 Winter Garden, FL 34787	FL	407-351-8889	1
GEORGIA					
Tom Nguyen	Alpharetta	1056 Branch Drive Alpharetta, GA 30005	GA	678-242-0040	1
Kelley Gacutan	Atlanta	1770 The Exchange SE, Ste. 165**,** Atlanta, GA 30339	GA	404-855-3030	1
Zach Vosecky	Atlanta	2411B Memorial Drive SE, Atlanta, GA, 30317	GA	770-872-8227	1
Zach Vosecky	Decatur	2411B Memorial Drive SE, Atlanta, GA, 30317	GA	770-872-8227	1
Rhonda & Gordon Thigpen	Columbus	2300 Whittlesey Rd., Ste. B Columbus, GA 31909	GA	706-993-3712	1
Joshua Peiffer	Hiram	5604 Wendy Bagwell Pkwy #122, Hiram, GA 30141	GA	678-601-2760	1
Tom Nguyen	Marietta	1498 Roswell Rd. Marietta, GA 30062	GA	678-242-0040	1

NAME	TERRITORY CITY	BUSINESS ADDRESS	STATE	PHONE NUMBER	# OF TERRITORIES
Rodney Barnard	Pooler	1105 US HWY 80 E., Ste. B Pooler, GA 31322	GA	912-450-6776	1
Rick Hardt	Warner Robins	1217 S. Houston Lake Rd., Ste. 3, Warner Robins, GA 31088	GA	478-225-3866	1
IDAHO					
Coralee Johnson	Meridian	35 E Bower St. Ste. B Meridian, ID 83642	ID	208-965-8338	1
ILLINOIS					
Scott Gutzwiller	Algonquin	1054 E. Algonquin Rd. Algonquin, IL 60102	IL	847-264-9227	1
Phil & Anita Korte	Chicago	850 N. Damen Ave. Chicago, IL 60622	IL	773-292-0520	1
Alan Bernie	Chicago	1923 W Foster Ave. Chicago IL 60640	IL	312-702-2610	1
Alan Bernie	Lincoln Square	1923 W Foster Ave. Chicago IL 60640	IL	312-702-2610	1
Thomas Herman	Downers Grove	2321 West Ogden Ste. D Downers Grove, IL 60515	IL	630-353-1400	1
Peter Goff	Evanston	2508 Gross Point Rd. Evanston, IL 60201	IL	847-869-2005	1
Peter Goff	Gurnee	4183 Grove Ave. Gurnee, IL 60031	IL	847-662-6243	1
George & Brianna Jorgji	Lombard	929 Main St., Ste. 103 Lombard, IL 60148	IL	630-396-2195	1
Patricia White	Joliet	21444 Coach Drive Mokena IL, 60448	IL	708-612-4950	1
John Pappas	Mt. Prospect	1610 W Golf Rd. Mt. Prospect, IL 60056	IL	847-291-4040	1
Christian Harris & Jacqueline Lee	Oak Park	6901 North Ave., Ste. 1R Oak Park, IL 60302	IL	708-843-8283	1
Phil & Anita Korte	Orland Park	15868 Wolf Rd. Orland Park, IL 60467	IL	708-873-9044	1
INDIANA					
Rick Hardt	Carmel	172 E Carmel Drive Carmel, IN 46032	IN	317-587-1818	1
Kyle & Kathryn Guderian	Fort Wayne	2612 W State Blvd. Fort Wayne, IN 46808	IN	260-527-3065	1
Denise Schellinger	Indianapolis	8455 Castlewood Dr., Ste. G Indianapolis, IN 46250	IN	317-863-9588	1
Yohanni Hedges	Merrillville	1599 E. 93rd Ave. Merrillville, IN 46410	IN	219-736-0777	1
Nicole Petty	South Bend	23072 Benson Court South Bend, IN 46628	IN	574-532-3135	1
IOWA					
Bryan & Randy Leasure	Cedar Rapids	805 Wright Brothers Blvd W SW #4A , Cedar Rapids, IA, 52404	IA	319-249-0797	1
Bryan & Randy Leasure	Johnston	5525 Merle Hay Rd., Ste. 115 Johnston, IA 50131	IA	515-505-3996	1
Bryan & Randy Leasure	Waterloo	2713 Falls Ave., Ste. A Waterloo, IA 50701	IA	319-287-6280	1

NAME	TERRITORY CITY	BUSINESS ADDRESS	STATE	PHONE NUMBER	# OF TERRITORIES
KANSAS					
Casey Worcester	Lawrence	2859 Four Wheel Dr. Ste. 16F Lawrence, KS 66047	KS	785-380-2284	1
Bruce & Jill Crockett	Overland Park	9220 Foster Street Overland Park, KS 66212	KS	913-254-3290	1
Casey Worcester	Topeka	3343 SW Gage Blvd. Topeka, KS 66614	KS	785-380-2283	1
Dwight and Paige Rounds	Wichita	2130 N. Tyler Rd # 90 Wichita, KS 67212	KS	316-281-7237	1
KENTUCKY					
Mitch Mcleish	Florence	7960 Tanners Gate Lane Florence, KY 41042	KY	859-282-6474	1
Mitch Mcleish	Walton	7960 Tanners Gate Lane Florence, KY 41042	KY	859-282-6474	1
Rick & Jessica Hardt	Louisville	9451 Westport Rd., #114 Louisville, KY 40299	KY	502-254-9979	1
LOUISIANA					
Dustin Guessfeld	Baton Rouge	11724 Industriplex Blvd., Ste. A-1, Baton Rouge, LA 70809	LA	225-435-4260	1
MARYLAND					
Jacqueline Barton	Annapolis	107 Ridgely Ave. Annapolis, MD 21401	MD	410-266-3166	1
Eric & Kelly Ribeiro	Catonsville	4 E. Rolling Crossroads, Ste. 301, Catonsville, MD 21228	MD	410-529-5690	1
Marcie & Chris Sprankle	Frederick	1713 Rosemont Ave., Ste. B Frederick, MD 21702	MD	240-427-4640	1
Eric & Kelly Ribeiro	Parkville	8005 Harford Rd. Ste 103 Parkville, MD 21234	MD	410-529-5690	1
Malik Ahmed	Rockville	966 Hungerford Dr. Ste. 18 A Rockville, MD 20850	MD	301-880-9499	1
Michelle Carder	St. Leonard	4865 St. Leonard Road St. Leonard, MD 20685	MD	240-249-3001	1
Marcie Harrison	Bowie	5307 Thomas Sim Lee Ter., Upper Malboro, MD 20772	MD	301-310-9340	1
MASSACHUSETTS					
Roy Cashion IV	Arlington	455 Massachusetts Ave Arlington, MA 02174	MA	781-643-1063	1
Katherine Dougherty	Boston	665 Beacon Street Boston, MA 02215	MA	617-742-8080	1
Roy Cashion IV	Dedham	260 Milton St. Ste. 105 Dedham, MA 02026	MA	857-342-7462	1
Willi Moreira	East Bridgewater	604 Bedford Street East Bridgewater, MA 02333	MA	508-772-4770	1
Larry Mintz	Haverhill	800 Broadway, Unit A-6 Haverhill, MA 01832	MA	978-228-1667	1
Judy Briggs	Hopkinton	8 Lumber Street Hopkinton, MA 01748	MA	508-499-2134	1
Jenny Ackley	North Attleboro	424 E Washington St., #11 North Attleboro, MA 02760	MA	401-429-6800	1
Katherine Dougherty	Plymouth	299 Court Street Plymouth, MA 02360	MA	617-742-8080	1

NAME	TERRITORY CITY	BUSINESS ADDRESS	STATE	PHONE NUMBER	# OF TERRITORIES
Janice Yeaton	Salem	542 Loring Ave Salem, MA 01970	MA	978-741-7100	1
Rick Hardt	Springfield	533 Belmont Ave. Springfield, MA 01108	MA	413-214-6858	1
Julie Sollinger	Tyngsborough	150 Westford Rd., #36 Tyngsborough, MA 01879	MA	978-649-2500	1
Larry Mintz	Wakefield	27 Water St., Ste. 104 Wakefield, MA 01880	MA	781-497-6232	1
Frank LaGreca	West Yarmouth	572 Main Street West Yarmouth, MA 02673	MA	508-771-3366	1
MICHIGAN					
Grace Williams	Berkley	2646 Coolidge Hwy, Ste. B Berkley, MI 48072	MI	248-270-3339	1
Rebecca & Jeff Swoboda	Gaylord	1848 Dickerson Rd. Gaylord, MI 49735	MI	989-731-2963	1
Duane & Grace Williams	Westland	35591 Central City Pkwy Westland, MI 48185	MI	734-422-6001	1
Rebecca & Jeff Swoboda	Williamsburg	3501 Kirkland Court Williamsburg, MI 49690	MI	231-668-6717	1
MINNESOTA					
Alicia Kish	Blaine	920 125th Lane NE Blaine, MN 55434	MN	763-203-5364	1
Travis Goldfein	Bloomington	10700 Normandale Blvd., Ste. 102, Bloomington, MN 55437	MN	952-236-6199	1
Brent Ashley	Maple Grove	7492 East Fish Lake Road Maple Grove, MN 55311	MN	763-416-0068	1
Jeffrey Leicher	Woodbury	680 Commerce Dr. Ste. #155 Woodbury, MN 55125	MN	651-704-0600	1
MISSOURI					
Doug Allen	Ballwin	311 Consort Drive Ballwin, MO 63011	MO	636-391-5400	1
Brian & Randy Leasure	Columbia	3211 Providence Rd., Ste. 109 Columbia, MO 65203	MO	573-303-5248	1
Doug Allen	Crestwood	8908 Watson Rd. Crestwood, MO 63126	MO	314-627-6300	1
Casey Worcester	Gladstone	6651 North Oak Trafficway, Ste. 16, Gladstone, MO 64119	MO	816-744-8270	1
Justin Houde	Grandview	816 Main St. Grandview, MO 64030	MO	816-761-8883	1
Brian & Randy Leasure	Jefferson City	3218 W Edgewood Dr. #600 Jefferson City, MO 65109	MO	573-298-4951	1
Doug Allen	O'Fallon	2376 Highway K O'Fallon, MO 63368	MO	636-333-9310	1
Brian & Randy Leasure	Springfield	3856 W Chestnut Expy. Springfield, MO 65802	MO	417-429-1857	1
NEBRASKA					
Xavier Vouin	Omaha	2819 S 125th Ave. Ste. 369 Omaha, NE 68144	NE	888-624-3776	1

NAME	TERRITORY CITY	BUSINESS ADDRESS	STATE	PHONE NUMBER	# OF TERRITORIES
NEVADA					
Michael Amato-von Hemert	Henderson	1909 N. Green Valley Pkwy, Ste. B, Henderson, NV 89074	NV	702-534-6701	1
Greg McCartney	Reno	5000 Smithridge Dr., Ste. C-7 Reno, NV 89502	NV	775-345-3720	1
Michael Amato-von Hemert*	Las Vegas	101 S Rainbow Rd. Ste. 24 Las Vegas, NV 89145	NV	702-620-3208	1
Lornabeth Joco*	North Las Vegas	5686 Calverts Street, Las Vegas, NV 89130	NV	702-672-6100	1
Lornabeth Joco*	North Las Vegas	5686 Calverts Street, Las Vegas, NV 89130	NV	702-672-6100	1
NEW HAMPSHIRE					
Julie Sollinger	Derry	18 Folsom Road Derry, NH 03038	NH	603-890-9977	1
Larry Mintz	Plaistow	800 Broadway, Unit A-6, Haverhill MA 01832	NH	978-228-1667	1
NEW JERSEY					
James Carroll, Jr.	Cedar Grove	610 Pompton Ave. Cedar Grove, NJ 07009	NJ	973-571-1242	1
Beth and Steven Trief	Fair Lawn	12-80 River Rd. Fair Lawn, NJ 07410	NJ	201-815-2670	1
Rosemary Looney	Flanders	11 Deerfield Pl #1 Flanders, NJ 07836	NJ	908-505-3550	1
Michael Henderson	Freehold	41 East Main St., Ste. 3 Freehold, NJ 07728	NJ	732-294-9449	1
Philip Sargent	Hillsborough	120 Stryker Lane, Ste. 401A Hillsborough, NJ 08844	NJ	908-344-5174	1
Philip Sargent	Keansburg	314 Carr Ave. Keansburg, NJ 07734	NJ	732-963-0373	1
Philip Sargent	Leonia	117 Fort Lee Road Leonia, NJ 07605	NJ	201-585-0600	1
Phil Sargent	Cherry Hill	10 N. White Horse Pike Lindenwold, NJ 08021	NJ	856-427-7882	1
Philip Sargent	Lindenwold	10 N. White Horse Pike Ste. A Lindenwold, NJ 08021	NJ	856-427-7882	1
Beth and Steven Trief	Morristown	39 East Hanover Ave, Unit B5 Morristown, NJ 07960	NJ	973-206-5799	1
Rob Maistickle	South Plainfield	129 S Plainfield Ave., South Plainfield, NJ 07080	NJ	908-677-8667	1
Jerry Salazar	Somerset	764 Easton Ave. #2 Somerset, NJ 08873	NJ	732-447-7647	1
Philip Sargent	Union	2235 Morris Ave. Union, NJ 07083	NJ	908-967-5888	1
NEW YORK					
Carlos DeLeon / Long Island Estate Care, Inc.	Bridgehampton	2488 Montauk Hwy Bridgehampton, NY 11932	NY	631-919-9022	1
Phil Sargent	Bronx	210 W 236th Street Bronx, NY 10463	NY	646-772-3559	1
Phil Sargent	Great Neck	33 Great Neck Road Great Neck, NY 11021	NY	516-234-6700	1

NAME	TERRITORY CITY	BUSINESS ADDRESS	STATE	PHONE NUMBER	# OF TERRITORIES
Virginia and Pablo Herrera	Monroe	16 South Main Street, Unit 2, Harriman, NY 10926	NY	845-906-7105	1
Martine Demartino & John Trunnell	New York	59 E. 7th St. Office East New York, NY 10003	NY	347-970-2779	1
Susan Williams	Penfield	1788 Penfield Rd., Ste. 4 Penfield, NY 14526	NY	585-385-5880	1
Marina Ward	Williamsville	22 Lafayette Blvd. Williamsville, NY 14221	NY	716-565-1060	1
Phil Sargent	Yonkers	35 E. Grassy Road, Ste. LL6A Yonkers, NY 10710	NY	914-370-8787	1
NORTH CAROLINA					
Matt Sigafoos	Asheville	85 Weaverville Road Asheville, NC 28278	NC	828-795-1007	1
Christopher Bowens	Charlotte	1101 Tyvola Rd. Ste. 105 Charlotte, NC 28217	NC	704-900-8180	1
Christopher Bowens	Cornelius	19701 W. Catawba Ave. A Cornelius, NC 28031	NC	980-939-0945	1
Kurt & Stephanie Van Horn	East Charlotte	11300 Lawyers Rd., Ste. D Charlotte, NC 28227	NC	704-612-8120	1
Matt Sigafoos	Hendersonville	55 Pearl Ln Hendersonville, NC 28739	NC	828-595-3750	1
Dryw & Amy Blanchard	Indian Trail	1503 Waxhaw Indian Trail Rd. Indian Trail, NC 28079	NC	704-234-0176	1
Christopher Bowens	Mooresville	294 W. Plaza Dr. Ste. G7 Mooresville, NC 28117	NC	704-360-4592	1
Kurt & Stephanie Van Horn	Concord	7598 NC Hwy 73, Mt Pleasant NC 28124	NC	704-961-9908	1
Todd Nelson	Raleigh	1013 Bullard Ct., Ste. 202 Raleigh, NC 27604	NC	919-462-0500	1
Todd Nelson	Garner	1404 Marshall Farm Street Wake Forest, NC 27587	NC	919-607-9796	1
OHIO					
Paul & Laura Santiago	Dayton	419 Miamisburg Centerville Rd. Dayton, OH, 45459	OH	937-350-6105	1
Paul & Laura Santiago	Mason	1070 Reading Road Mason, OH 45040	OH	513-878-0280	1
OKLAHOMA					
Justin Houde	Tulsa	12802 East 31st Street Tulsa, OK 74146	OK	918-270-2800	1
PENNSYLVANIA					
Eleanor Zerbato	Aston	2320 Duttons Mill Rd. Aston, PA 19014	PA	610-646-7399	1
Jesse Zook	Collegeville	212 West Main Street Collegeville, PA 19426	PA	610-489-9310	1
Stu Schwartz	Easton	2906 William Penn Hwy #102 Easton, PA 18045	PA	610-419-9860	1
Jesse Zook	Exton	903 E. Lincoln Hwy, Ste. A Exton, PA 19341	PA	610-489-9315	1
Nichole & Christ Kambesis	Hershey	475 West Governor Rd. Hershey, PA 17033	PA	717-967-8400	1
Nichole & Christ Kambesis	Lancaster	202 Butler Ave. Ste. 301A Lancaster, PA 17601	PA	717-967-8400	1

NAME	TERRITORY CITY	BUSINESS ADDRESS	STATE	PHONE NUMBER	# OF TERRITORIES
Sandy Riscoe	McMurray	3637 Washington Road McMurray, PA 15317	PA	724-942-0356	1
Joshua & Melinda Wilson-Bey	Norristown	625 Gary Lane Norristown, PA 19401	PA	610-886-4660	1
Jesse Zook	Philadelphia	12 W. Willow Grove Ave. Philadelphia, PA 19118	PA	267-647-9315	1
Jesse Zook	Wayne	37 West Ave., Ste. 104 Wayne, PA 19087	PA	484-580-9315	1
RHODE ISLAND					
Jenny Ackley	Providence	2 Regency Plaza, Ste. 10 Providence, RI 02903	RI	401-723-4400	1
Jenny Ackley	Smithfield	357 Putnam Pike Unit 9 Smithfield, RI 02917	RI	401-429-6800	2
SOUTH CAROLINA					
John Byrum	Charleston	2398 Clements Ferry Rd., Ste. A Charleston, SC 29492	SC	843-388-2532	1
Christopher Bowens	Fort Mill	852 Gold Hill Rd., Ste. 202 Fort Mill, SC 29708	SC	803-291-2020	1
Kim Kegler	Greenville	319 Garlington Rd. Greenville, SC 29615	SC	864-614-8082	1
John Byrum	Summerville	195 Farmington Rd. Summerville, SC 29486	SC	843-388-2532	1
TENNESSEE					
Shawn Crenshaw	Chattanooga	5959 Shallowford Rd., Ste. 4272 Chattanooga, TN 37421	TN	423-244-0414	1
Brad Williams	Clarksville	1222 Madison Street Clarksville, TN 37040	TN	931-994-0046	1
Eric Hickey	Cookeville	18 N. Madison Ave. Cookeville, TN 38501	TN	931-526-6243	1
Brad Williams	Hendersonville	260 Main St., Ste. 111A Hendersonville, TN 37075	TN	615-369-7723	1
Eric Hickey	Mt. Juliet	1550 N. Mt. Juliet Rd. Mt. Juliet, TN 37122	TN	615-369-7053	1
TEXAS					
Myra Meneses	Austin	6128 W Hwy 290 Austin, TX 78735	TX	512-640-5216	1
Stephanie Hana	Austin	2627 Jones Rd., Unit 102 Austin, TX 78745	TX	512-590-7745	1
Jen & Gene Curtiss	Bryan	4444 Carter Creek Pkwy, Ste. 100, Bryan, TX 77802	TX	979-260-3539	1
Teodoro & Blanca Quirino	Burleson	344 SW Wilshire Blvd. Burleson, TX 76028	TX	817-447-4100	1
Richard & Janet Sklar	Carrollton	2501 N. Josey Ln., #112 Carrollton, TX 75006	TX	972-466-1899	1
Ricardo Castaneda	Cedar Park	2020 N. Bell Blvd. Cedar Park, TX 78613	TX	512-582-7390	1
Mayra Meneses	Dallas	5510 Abrams Rd., Ste. 122 Dallas, TX 75214	TX	214-377-4799	1
Doug Allen	Denton	412 South Caroll Blvd., Ste. 2000, Denton, TX 76201	TX	940-566-6243	1
Myra Meneses	Dripping Springs	1220 W. Hwy 290, Suite 106, Dripping Springs, TX 78620	TX	512-582-7550	1

NAME	TERRITORY CITY	BUSINESS ADDRESS	STATE	PHONE NUMBER	# OF TERRITORIES
Cyndi Pratt	Friendswood	3366 E. FM 528 Friendswood, TX 77546	TX	281-557-6430	1
Patrick & Leah Schooler	San Antonio	12002 Bandera Rd. Suite 10 Helotes, TX 78023	TX	830-360-8585	1
Mayra Meneses	Houston	11500 NW Freeway, Ste. 345 Houston, TX 77092	TX	281-846-2009	1
Sumont Sarma	Houston Central	4448 Memorial Drive, Houston, TX 7700	TX	713-338-2887	1
Sumont Sarma	Katy	21821 Katy Freeway Katy, TX 77493	TX	281-693-6243	1
Aric & Stephanie Hancock	Lufkin	607 South John Redditt Dr. Lufkin, TX 75904	TX	936-225-5004	1
Mayra & David Meneses	Magnolia	33311 Sweetgum Lane Magnolia, TX 77354	TX	936-230-5080	1
Kim Folden	San Antonio	15727 San Pedro Ave. San Antonio, TX 78232	TX	210-664-4884	1
Kim Folden	San Antonio Northwest	15727 San Pedro Ave. San Antonio, TX 78232	TX	210-664-4884	1
Kim Folden	Northeast Houston	15727 San Pedro Ave San Antonio, TX 78232	TX	210-664-4884	1
Rozanna and Austin Leddy	New Braunfels	314 Toucan Drive Spring Branch, TX 78070	TX	903-780-4414	1
Marina Ward	Southlake	2211 E. Continental Blvd. Southlake, TX 76092	TX	972-791-8358	1
Sumont Sarma	Sugarland	14090 South West Freeway, Suite 300 Sugar Land, TX 77478	TX	281-693-6249	1
UTAH					
Kassitty & Preston Knight	Layton	1992 W. Antelope Dr., Ste. 105 Layton, UT 84041	UT	801-384-0055	2
Byron Bailey	Salt Lake City	4796 Fortuna Way Salt Lake City, UT 84124	UT	801-352-7070	1
Kathryn Ward	St. George	1664 S. Dixie Dr. F103 St. George, UT 84770	UT	435-215-7633	1
Brad and Emily Ball	Lehi	3167 West 7325 South West Jordan, UT 84084	UT	801-201-9869	1
VIRGINIA					
Gloria Sullivan	Alexandria	4600 Duke St. Ste. 425 Alexandria, VA 22304	VA	571-482-6440	1
Lily Carson	Chesapeake	1739 Parkview Drive Chesapeake, VA 23320	VA	757-644-5566	1
Bryan Smith	Leesburg	120 East Market Street Leesburg, VA 20176	VA	703-737-2070	1
Jonathan & Lindsey Mangan	Midlothian	13538 Waterford Pl. Midlothian, VA 23112	VA	804-302-7488	1
Lily Carson	Newport News	1057 J. Clyde Morris Blvd. Newport News, VA 23601	VA	757-599-5757	1
Jeff Hanlon and Rey Jurado	Richmond	10607-D Patterson Ave. Richmond, VA 23238	VA	804-591-1670	1
Bryan Smith	Woodbridge	4322 Dale Blvd. Woodbridge, VA 22193	VA	703-583-4111	1

NAME	TERRITORY CITY	BUSINESS ADDRESS	STATE	PHONE NUMBER	# OF TERRITORIES
WASHINGTON					
Victor & Gabby Lopez	Edmonds	660 Edmonds Way, Ste. B Edmonds, WA 98020	WA	425-224-2730	1
Maxine Kenefsky	Redmond	2047 152nd Ave. NE Redmond, WA 98052	WA	425-746-2800	1
Maxine Kenefsky	Seattle	8003 Lake City Way NE Seattle, WA 98115	WA	206-696-7023	1
Maxine Kenefsky	Tukwila	572 Industry Drive Tukwila, WA 98188	WA	206-575-6331	1
WASHINGTON DC					
Alka Patel	Washington	1405 H Street NE #2 Washington, DC 20002	DC	202-986-4776	1
WISCONSIN					
Dayne Shuda	Eau Claire	W2361 Cedar Rd. Eau Claire, WI 54701	WI	715-900-2850	1
Joslyn Scott	Kenosha	618 55th Street Kenosha, WI 53140	WI	262-295-7373	1

*Franchise Agreement terminated after December 31, 2022 but before the issuance date of this Disclosure Document.

LIST OF FORMER FRANCHISEES THAT HAVE CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT OR HAD AN OUTLET TERMINATED, TRANSFERRED, CANCELED, NOT RENEWED, WITHIN THE LAST FISCAL YEAR, OR WHO HAS NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE ISSUANCE DATE OF THE DISCLOSURE DOCUMENT

NAME	TERRITORY CITY	STATE	PHONE NUMBER	REASON
ARIZONA				
Kathy Ward	Tempe	AZ	602-734-5513	Otherwise Left the System
CALIFORNIA				
Andrea Davidson	Antioch	CA	925-237-3660	Termination
Martha Posada	Burlingame	CA	650-231-2570	Termination
Tanmay Batra Batra Ventures, LLC	Fremont	CA	540-449-6426	Termination
Sean and Cambria Terheyden	Mill Valley	CA	415-524-2366	Termination
Hector Cabrera Cabrera Enterprise, LLC	San Diego	CA	619-677-1905	Termination
Elia Rosales	Wildomar	CA	951-266-0110	Transfer
CONNECTICUT				
Peggy Sczcepanik	Avon	CT	860-284-9405	Termination
DELAWARE				
Caron and Lawrence Doering	Middletown	DE	302-327-4250	Transfer
FLORIDA				
Kathryn Boyce	Daytona Beach	FL	386-310-1763	Closed for Other Reasons
Kathryn Boyce	Longwood	FL	407-767-5758	Closed for Other Reasons

NAME	TERRITORY CITY	STATE	PHONE NUMBER	REASON
ILLINOIS				
George & Brianna Jorgji	Roselle	IL	630-246-7451	Closed for Other Reasons
MARYLAND				
Michelle Carder	La Plata	MD	(301) 399-1118	Closed for Other Reasons
MICHIGAN				
Lela Bellen	Ann Arbor	MI	734-345-3069	Termination
MISSOURI				
Ron Lowry & Rick Casey	Crestwood	MO	314-627-6300	Transfer
Hillary Oyugi	Gladstone	MO	816-744-8270	Transfer
NEW JERSEY				
Jim Carroll*	Cedar Grove	NJ	973-571-1242	Non-Renewal
Philip Sargent	Hightstown	NJ	609-498-6400	Closed for Other Reasons
Philip Sargent	Princeton Junction	NJ	609-243-0006	Closed for Other Reasons
NEVADA				
Shelli Brighi	Las Vegas	NV	702-620-3208	Transfer
Michael Amato-von Hemert*	Las Vegas	NV	702-534-6701	Termination
Lornabeth Joco*	North Las Vegas	NV	702-672-6100	Termination
Lornabeth Joco*	North Las Vegas	NV	702-672-6100	Termination
NEW YORK				
Anna Barsante**	Albany	NY	518-248-8063	Termination
Phil Sargent	Islandia	NY	631-437-8550	Closed for Other Reasons
Carlos DeLeon	Speonk	NY	631-919-9022	Closed for Other Reasons
NORTH CAROLINA				
Phyllis Chan	Garner	NC	919-726-3095	Transfer
Brandon & Jamal Turner	Mooresville	NC	704-360-4592	Transfer
OREGON				
Maxine Kenefsky	Beaverton	OR	503-482-6406	Transfer
Marina Ward	Beaverton	OR	503-482-6406	Termination
PENNSYLVANIA				
Patrick Sewards	Abington	PA	610-571-2415	Termination
Uday Roy	Cranberry Township	PA	412-246-3999	Termination
Patrick Sewards	Philadelphia	PA	215-383-9348	Termination
Uday Roy	Pittsburg	PA	412-246-3999	Termination
Phil Sargent	Yardley	PA	267-392-6111	Closed for Other Reasons
RHODE ISLAND				
Brian O'Toole	Providence	RI	401-723-4400	Transfer
TEXAS				
Giancarlo & Danika Celis	Allen	TX	214-785-2165	Termination
Millie Paturi	Austin	TX	512-640-5216	Transfer
John & Jamie Doherty	Boerne	TX	210-468-1490	Transfer
Eric & Sarah Henline	Dripping Springs	TX	512-582-7550	Transfer
Brian Long	Humble	TX	281-616-6455	Transfer
VIRGINIA				
Alka Patel	Fairfax	VA	703-552-8882	Closed for Other Reasons

*Franchise Agreement terminated after December 31, 2022 but before the issuance date of this Disclosure Document.

**Franchise Agreement terminated prior to opening.

LIST OF FRANCHISEES THAT HAVE SIGNED AGREEMENTS BUT NOT OPENED FOR BUSINESS AS OF DECEMBER 31, 2022

NAME	TERRITORY CITY	STATE	ADDRESS	PHONE NUMBER	# OF TERRITORIES
FLORIDA					
Lynne and Tyrese Watson	St. Cloud	FL	8530 Northwest 39th Court, Coral Springs, FL 33065	416-305-1232	1
MARYLAND					
Ever Sorto	Odenton	MD	509 Prince Charles Ave Odenton, MD 21113	443-683-0214	1
Richard Dicks and Lajuan Cardoza	Silver Springs	MD	13007 Firestone Court Silver Spring, MD 20904	202-210-3889	1
MASSACHUSETTS					
Michael Sharkey	Boston	MA	6 Liberty Square PMB 469, Boston, MA 02109	042-356-5158	1
Michael Sharkey	Boston	MA	6 Liberty Square PMB 469, Boston, MA 02109	042-356-5158	1
NEW YORK					
Anna Barsante	Albany	NY	6 Bayberry Ct Greenbush, NY 12061	518-248-8063	1
TENNESSEE					
Brandy Siepmann	Nashville	TN	2388 Schuetz Road, Suite A34, St. Louis, MO 63146	984-256-5015	1
TEXAS					
Daniela and Jonathan Diaconescu	Austin	TX	5900 Balcones Drive, Suite 100, Austin, TX 78731	403-616-3002	1
Rosa Contreras	Houston	TX	6825 Huebner Road 380707 San Antonio, TX 78238	551-321-8495	1
Jeffrey and Christa Wilson	Van Alstyne	TX	224 Sherbrook Street Van Alstyne, TX 75459	903-820-1386	1
VIRGINIA					
Nasrin Fatema	Ashburn	VA	42644 New Dawn Terrace Ashburn, VA 20148	571-523-5011	1
WASHINGTON					
Thomas Veerkamp & Penelope Garcia Gutierrez	Tacoma	WA	2112 Madison Street Everett, WA 98203	253-231-2412	1

EXHIBIT G

CONVERSION FRANCHISE ADDENDUM

EXHIBIT G

MAIDPRO FRANCHISE, LLC
CONVERSION FRANCHISE ADDENDUM

This Conversion Addendum ("this Addendum") is made and entered into as of _____, between MAIDPRO FRANCHISE, LLC, a Delaware limited liability company, with its principal place of business at 77 North Washington Street, Boston, Massachusetts 02114 (hereinafter, "Franchisor"), and _____ whose principal address is _____ , an individual/business entity organized in the State of _____(hereinafter, "Conversion Franchisee")

RECITALS

WHEREAS, Franchisor and Conversion Franchisee have simultaneously herewith entered into a certain Franchise Agreement whereby Conversion Franchisee is granted a franchise to operate a MaidPro Franchised Business, to use Franchisor's Marks, and to utilize Franchisor's System in connection therewith;

WHEREAS, Conversion Franchisee has submitted an application to Franchisor seeking permission to become a Conversion Franchisee of Franchisor, and Franchisor has approved such application;

WHEREAS, Conversion Franchisee presently owns and operates a business providing on-location residential and/or commercial cleaning services similar, if not identical, to those offered by MaidPro Franchised Businesses from a location approved by Franchisor, and has done so for a period of not less than six (6) continuous months; and further, Conversion Franchisee represents and acknowledges that it has met Franchisor's standards and qualifications to be classified as a "Conversion", and upon reliance on Conversion Franchisee's representation to Franchisor of such, Franchisor approves of such conversion classification;

WHEREAS, Conversion Franchisee represents and acknowledges that during the immediately preceding six (6) months of business operations, its business has generated in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000) in sales;

WHEREAS, Conversion Franchisee has represented and acknowledged that it does not operate under a franchise agreement, licensing agreement, or a prescribed marketing plan or system of another company, and is not subject to any agreements limiting or restricting Conversion Franchisee's ability to conduct said business;

WHEREAS, Conversion Franchisee acknowledges that by becoming a Franchisee of Franchisor it will be subject to covenants against competition, confidentiality agreements and standards of performance and quality which otherwise would not attach to its business operations; and

WHEREAS, Franchisor desires to grant to Conversion Franchisee a franchise upon the terms and subject to the conditions hereof, and subject to the terms and conditions of the Franchise Agreement executed simultaneously herewith.

NOW, THEREFORE, THE PARTIES, IN CONSIDERATION OF THE UNDERTAKINGS AND COMMITMENTS OF EACH PARTY TO THE OTHER SET FORTH IN THIS ADDENDUM, HEREBY AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are incorporated herein by reference.

2. AMENDMENT OF FRANCHISE AGREEMENT

a. This Addendum shall amend and supplement the Franchise Agreement simultaneously executed by the parties herein. The terms, covenants, and conditions of this Addendum are incorporated into the Franchise Agreement, and with respect to any conflict between the two (2) agreements, the terms of this Addendum shall be controlling with respect to the subject matter thereof.

b. Except as expressly set forth in this Addendum, the rights, duties and obligations of the parties with respect to the MaidPro Franchised Business shall be the same as the rights, duties, and obligations of the parties with respect to the Franchised Business described in the Franchise Agreement.

3. INITIAL FRANCHISE FEE

In consideration for the franchise granted herein, Franchisor shall waive the Initial Franchise Fee.

4. CONTINUING ROYALTY FEE

For the first 2 years of the Franchise Agreement only, Conversion Franchisee will have a discounted monthly Continuing Royalty rate of Two Percent (2%) of the prior month's Gross Consumer Sales or a Minimum Royalty of One Hundred and Fifty Dollars ($150.00), whichever is greater.

5. CONVERSION OF FRANCHISEE'S BUSINESS TO THE MAIDPRO SYSTEM

a. Prior to the execution of the Franchise Agreement and this Addendum, Conversion Franchisee shall have furnished to Franchisor, in conjunction with its application to be accepted as a MaidPro Conversion Franchisee, information pertaining to the existing site of Conversion Franchisee's business. Such information includes, but is not limited to, a map and written description of the existing site; demographic and population information relating to the local market; photographs and architectural plans of the existing location; the lease for the location; and, such other information as Franchisor in its sole discretion deems appropriate.

b. Prior to the commencement of operation of the Franchised Business, Conversion Franchisee must remove all materials, furniture, fixtures, signs and equipment which do not conform with the MaidPro System; are not approved by Franchisor; and, which do not meet the standards and specifications prescribed in Franchisor's Manuals (as amended from time to time).

c. Conversion Franchisee understands and hereby acknowledges that every component of the MaidPro System is vital to Franchisor, to other MaidPro franchisees and to the operation of the business franchised hereby, and that compliance with the System is of the essence of this Addendum. Conversion Franchisee shall, at all times, conduct the Franchised Business hereunder in compliance with the MaidPro System and cease rendering services or using equipment,

materials, furniture, fixtures or signs which are not designated by Franchisor to be components of the MaidPro System.

d. As of the date on which Conversion Franchisee commences operating its business as a MaidPro Franchised Business, Conversion Franchisee shall identify and represent its business as a MaidPro business through the use and display of Franchisor's proprietary marks. During a period of one (1) year from the commencement of business as a MaidPro franchisee, Conversion Franchisee may display, with Franchisor's prior written approval, secondary signage of such size, content and style as is prescribed by Franchisor in its Confidential Manuals, for the purpose of advising the public of the former trade name under which Conversion Franchisee had previously conducted its business. However, on the first anniversary of the commencement of operations as a MaidPro franchisee, or at such later date as the parties may agree, Conversion Franchisee, at its sole cost and expense, shall cease using all references to its prior trade name and carry out its business activities only as a MaidPro franchisee and only under the MaidPro Marks.

e. As of the date on which Conversion Franchisee commences operating its business as a MaidPro franchisee, Conversion Franchisee shall convert all of its books, accounts, ledgers, customer lists, bookkeeping systems, etc. so as to comply with the standards and specifications of the MaidPro System, as is more fully set forth in Franchisor's Confidential Manuals, as amended from time to time.

f. Unless otherwise approved in writing by Franchisor, Conversion Franchisee shall successfully complete Franchisor's required training program; complete all necessary construction, renovations, or refurbishing; comply with all of Franchisor's standards and specifications with respect to goods, materials, equipment and services; and commence operation of the Franchised Business within sixty (60) days after the execution of the Franchise Agreement and this Addendum.

6. CONFIDENTIAL INFORMATION AND RESTRICTIVE COVENANTS

a. Conversion Franchisee acknowledges that notwithstanding the fact that it has operated a business or has been employed in a business of providing on-site residential and/or commercial cleaning services and related activities similar to those offered under the MaidPro System, it covenants and agrees to be bound by the restrictions on the use of confidential information set forth in the Franchise Agreement. Conversion Franchisee further acknowledges that all information pertaining to customers of Conversion Franchisee prior to the execution of the Franchise Agreement shall be deemed to be "confidential information" as that term is used in the Franchise Agreement.

b. Conversion Franchisee expressly acknowledges that despite the fact that it had been in the business or has been employed in the business of providing on-site residential and/or commercial cleaning services and related activities prior to becoming a MaidPro franchisee, Conversion Franchisee shall be bound by the in-term and post-term covenants not to compete set forth in the Franchise Agreement and all other applicable post-termination obligations of the Franchise Agreement.

7. ACKNOWLEDGMENTS

Conversion Franchisee acknowledges, warrants and represents to Franchisor that:

a. It has, for at least six (6) continuous months, owned and operated a business of providing on-site residential and/or commercial cleaning services and related services and offering and providing services similar to those offered through the franchised System.

b. During the immediately preceding six (6) months of business operations Conversion Franchisee's business has generated in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000) in sales

c. Its business does not operate under either a franchise agreement, licensing agreement, or pursuant to any form of commercial arrangement whereby a third party prescribes a particular marketing plan or system upon its business operations. Furthermore, Conversion Franchisee is not subject to any covenant against competition.

d. No other person, firm, corporation, or other entity has any right, title or interest in or to Conversion Franchisee's business; Conversion Franchisee's business has not been mortgaged, pledged, or assigned; and, there are no judgments, liens, executions or proceedings pending which may alter, decrease or remove Conversion Franchisee's interest in said business.

e. Conversion Franchisee acknowledges that the information submitted and the representations made to Franchisor as an inducement for Franchisor to enter into this Addendum are accurate and truthful.

f. Conversion Franchisee acknowledges that by virtue of the terms and conditions of the Franchise Agreement and this Addendum the manner and operation of its business must be in strict compliance with Franchisor's standards and specifications and furthermore acknowledges that its ability to directly or indirectly engage in any other business which offers or sells services or products which comprise or may in the future comprise a part of the MaidPro System is expressly limited.

g. Furthermore, Conversion Franchisee expressly acknowledges and understands that this Addendum amends and supplements the Franchise Agreement, and that the terms and conditions of this Addendum, are incorporated into the Franchise Agreement, as though set forth in full therein.

h. Nothing in this Addendum, or any related agreement, is intended to disclaim the representations made in the Franchise Disclosure Document by the Franchisor.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereunder have duly executed, sealed and delivered this Addendum on the day and year first set forth above.

FRANCHISOR:

MAIDPRO FRANCHISE, LLC

By:_____
Its: _____

CONVERSION FRANCHISEE:

_____
Name:
Title:

_____
Name:
Title:

EXHIBIT H

SPOUSAL NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

EXHIBIT H

MAIDPRO FRANCHISE, LLC
SPOUSAL NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Agreement is made and entered into as of _____, between MAIDPRO FRANCHISE, LLC, a Delaware limited liability company, with its principal place of business at 77 North Washington Street, Boston, Massachusetts 02114 ("Franchisor") and _____, a/an _____ with its principal place of business at _____ ("Franchisee") and _____, the spouse or domestic partner of an owner of Franchisee ("Signer") with a primary residence at _____.

RECITALS

WHEREAS, Franchisor has developed, is using and is the owner of all rights in a unique system (hereinafter "MAIDPRO SYSTEM") for the development and operation of a business which provides residential and commercial cleaning services and other related services under the trade name and mark MAIDPRO (hereinafter "MAIDPRO");

WHEREAS, MAIDPRO SYSTEM includes but is not limited to certain trade names, trademarks, trade dress and logos including, but not limited to, the mark MAIDPRO, service marks, trade symbols, trade dress, signs, slogans, associated logos, designs, emblems, URLs, domain names, Website addresses, email addresses, digital cellular addresses, wireless Web addresses and the like and copyrights and such other trade names and trademarks as Franchisor may develop in the future for the purposes of identifying MAIDPRO SYSTEM, and such other distinguishing characteristics of MAIDPRO SYSTEM including, without limitation, distinctive sales and marketing procedures; knowledge and procedures for providing residential and commercial cleaning services and other related services; management and financial control methods; and training and assistance, all of which may be changed, improved and further developed by Franchisor from time to time ("Trade Secrets");

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

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

WHEREAS, Franchisor and Franchisee desire to enter into a Franchise Agreement which will grant Franchisee a limited right to operate a Franchised Business within a territory using MAIDPRO SYSTEM and Franchisor's Trade Secrets for a period defined in the Franchise Agreement ("Franchise Agreement");

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of MAIDPRO SYSTEM of restricting use, access and dissemination of Franchisor's Trade Secrets; and

WHEREAS, it is anticipated that Signer may have access to learn Franchisor's Trade Secrets as Franchisee develops and maintains Franchisee's Business using MAIDPRO SYSTEM.

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

1. Franchisee may disclose to Signer some or all of Franchisor's Trade Secrets relating to MAIDPRO SYSTEM.

2. Signer shall receive Franchisor's Trade Secrets in confidence, maintain them in confidence, and shall use them only in connection with the development and/or maintenance by Franchisee of the Franchised Business using MAIDPRO SYSTEM for so long as Franchisee is licensed by Franchisor to use MAIDPRO SYSTEM.

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

4. Signer shall not disclose or permit the disclosure of Franchisor's Trade Secrets to anyone.

5. That all information and materials, including without limitation, specifications, techniques and compilations of data which Franchisor shall designate as confidential shall be deemed Franchisor's Trade Secrets for the purposes of this Agreement.

6. Signer shall not, directly or indirectly, do any act or omit to do any act, which would or would likely to be injurious or prejudicial to the goodwill associated with MAIDPRO SYSTEM.

7. In order to protect the goodwill and unique qualities of MAIDPRO SYSTEM and the confidentiality and value of Franchisor's Trade Secrets, and in consideration for the disclosure to Signer of Franchisor's Trade Secrets, Signer further undertakes and covenants that, during the time Franchisee is a franchisee of Franchisor and for the eighteen (18) months following the termination or expiration of Franchisee's Franchise Agreement, Signer will not:

(a) Directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any person, partnership or business entity, engage in or acquire any financial or beneficial interest in (including interest in business entities, partnerships, trusts, unincorporated associations or joint ventures), advise, help or make loans to any entity involved in business which is the same as or similar to that conducted by MAIDPRO which business is, or is intended to be located, within the United States; or

b) Divert or attempt to divert, directly or indirectly, any business, business opportunity or client of Franchisee's Franchised Business(s) to any competitor.

8. Franchisee undertakes to use Franchisee's best efforts to ensure that Signer acts as required by this Agreement.

9. Signer agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions thereof, Franchisor shall be entitled to enforce the provisions of this Agreement against Franchisee and Signer, and may seek, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Franchise Agreement, a temporary and /or permanent injunction and a decree for the specific performance of the terms of this Agreement, without being required to furnish a bond or other security.

10. Signer agrees that the period during which the post-termination/expiration restrictions above apply shall be extended uninterrupted by the length of any period of time during which Signer was in violation of such restrictions.

11. This Agreement shall be governed by and construed under the laws of Massachusetts.

12. If any Court or other tribunal having jurisdiction to determine the validity or enforceability of this Agreement determines that it would be unenforceable as written, its provisions shall be determined to be withheld, modified or limited to such extent or in such manner as is necessary for it to be valid and enforceable to the greatest extent possible.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISEE

By: :_____
Name:
Title:
Date:_____

FRANCHISOR

By: :_____
Name:
Title:
Date: :_____

SIGNER

By: :_____
Name:
Date: :_____

State Effective Dates

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

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

State	Effective Date
California	March 31, 2023, as amended August __, 2023
Hawaii	April 8, 2023 [Amendment Pending]
Illinois	March 31, 2023, as amended August __, 2023
Indiana	March 31, 2023, as amended August __, 2023
Maryland	May 4, 2023 [Amendment Pending]
Michigan	March 31, 2023, as amended August __, 2023
Minnesota	April 20, 2023 [Amendment Pending]
New York	May 4, 2023 [Amendment Pending]
North Dakota	April 3, 2023 [Amendment Pending]
Rhode Island	May 8, 2023 [Amendment Pending]
South Dakota	March 31, 2023, as amended August __, 2023
Virginia	April 6, 2023 [Amendment Pending]
Washington	April 19, 2023 [Amendment Pending]
Wisconsin	March 31, 2023, as amended August __, 2023

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

RECEIPT (Our Copy)

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If MaidPro Franchise, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires we give you this disclosure document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

If MaidPro Franchise, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The Franchisor is MaidPro Franchise, LLC, located at 77 North Washington St., Boston, MA 02114. Its telephone number is (617) 742-8787.

The Franchise Seller for this offering is Ron Bender. His address is 77 North Washington Street, Boston, MA 02114 and his telephone number is (617) 742-8787.

Franchise Seller:_____
Name/Address/Telephone Number
Franchise Seller:_____
Name/Address/Telephone Number

Issuance Date: March 31, 2023, as amended August 2, 2023

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

I received a disclosure document dated March 31, 2023, as amended August 2, 2023 that included the following Exhibits:

A. Franchisor's Agents for Service of Process and State Franchise Administrators	F. List of Current and Former Franchisees
B. Financial Statements/Parent Guarantee	G. Conversion Franchise Addendum
C. Franchise Agreement w/Exhibits	H. Spousal Non-Disclosure and Non-Competition Agreement
D. State Specific Addenda and Riders	
E. Form of Mutual Termination and General Release	

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

Please sign this copy of the receipt, date your signature, and return it to MaidPro Franchise, LLC, 77 North Washington Street, Boston, MA 02114.

© MaidPro 2023 FDD

RECEIPT (Your Copy)

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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D. State Specific Addenda and Riders	
E. Form of Mutual Termination and General Release	

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

Please sign and date your signature. KEEP THIS COPY FOR YOUR RECORDS.
4881-2968-4846, v. 6

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