FRANCHISE DISCLOSURE DOCUMENT

Faith Franchising Company, LLC
3450 East Lake Road, Suite 200
Palm Harbor, Florida 34685
(727) 754-5990
www.officepride.com

The franchise offered is for the operation of an OFFICE PRIDE® area developer franchise program which provides qualified individuals with the opportunity to support and service unit OFFICE PRIDE franchises located in a specified trade area on our behalf, offering janitorial services, related services, and ancillary goods to office facilities, retail facilities, medical facilities, commercial facilities, churches, and other commercial facilities requiring routine contract cleaning to create or maintain a clean work environment.

The total investment necessary to begin operation of an area developer franchise is from $163,400 to $383,000, although there is no initial investment for a renewal area developer franchise. This includes $0 (for a renewal) to $100,000 that must be paid to us.

This disclosure document summarizes certain provisions of your area developer 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 this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Development Team at 3450 East Lake Road, Suite 200, Palm Harbor, Florida 34685, telephone (727) 754-5990.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing at 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 or information on franchising.

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

Issuance Date: July 16, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit 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 OFFICE PRIDE business in my area?	Item 12 and the "territory" provisions in the area developer 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 an OFFICE PRIDE franchisee?	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

Business model can change. The area developer 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 area developer 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 area developer agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your area developer 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 area developer 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 C.

Your state also may have laws that require special disclosures or amendments be made to your area developer 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 area developer agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. 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 Florida than in your own state.

2. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate the business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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

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Exhibits

ITEM 1
THE FRANCHISOR, ANY PARENTS, PREDECESSORS AND AFFILIATES

The name of the franchisor is FAITH FRANCHISING COMPANY, LLC. Faith Franchising Company, LLC was first formed as an Indiana corporation (Faith Franchising Company, Inc.) in July 1995, and it was converted to a Delaware limited liability company on November 29, 2021. Faith Franchising Company, LLC's principal business address is 3450 East Lake Road, Suite 200, Palm Harbor, Florida 34685. Faith Franchising Company, LLC does business under its corporate name, under the OFFICE PRIDE® name.

See attached Exhibit C for a list of Faith Franchising Company, LLC's agent(s) for service of process.

Faith Franchising Company, LLC is referred to in this Disclosure Document as "Franchisor," "we," "us," or "our" in context. We will refer to all area developers as "you," "your" or "Area Developer" in context.

Parents, Affiliates and Predecessors

Our immediate parent and predecessor is Office Pride, LLC, a Delaware limited liability company ("**Parent**"). Parent was originally formed as a corporation under Indiana law in April 1992 and was converted to a Delaware limited liability company on November 29, 2021, in connection with a corporate reorganization ("**Reorganization**") effective immediately prior to Parent's transaction with Trivest Partners, L.P. described below (the "**Transaction**"). Parent provides various administrative services to us and other businesses. Parent began as a sole proprietorship under J. Todd Hopkins in March 1992. Parent has not in the past offered, and does not now offer, franchises for the same type of business as the OFFICE PRIDE franchise. Parent has never sold franchises of any type.

As part of the Reorganization, on November 24, 2021, Parent became a wholly-owned subsidiary of Office Pride Holdings, Inc., a Delaware corporation ("Holdings"), and on December 1, 2021, in connection with the Transaction, OPI Franchise Acquisition Corporation, a Delaware corporation ("**OPIFAC**") acquired 100% of the membership interests in Parent, pursuant to the terms of the Membership Interest Purchase Agreement dated December 1, 2021, among Parent, Holdings, OPIFAC, and OPIFAC's parent, OPI Franchise Holding Corporation, a Delaware corporation. Parent is now a wholly-owned subsidiary of OPIFAC, which is ultimately controlled by investment funds affiliated with Trivest Partners, L.P., a private equity investment firm.

The name and principal business address of each of our direct or indirect parents are as follows:

Name of Company	Principal Business Address	Parent Entity
Trivest Discovery Partners GP, LLC	550 South Dixie Highway Suite 300 Coral Gables, Florida 33146	Affiliate of Trivest Partners, L.P.
Trivest Discovery Fund, L.P.	550 South Dixie Highway Suite 300 Coral Gables, Florida 33146	Trivest Discovery Partners GP, LLC
OPI Franchise Holding Corporation	550 South Dixie Highway Suite 300 Coral Gables, Florida 33146	Trivest Discovery Fund, L.P.

Name of Company	Principal Business Address	Parent Entity
OPI Franchise Acquisition Corporation ("OPIFAC")	550 South Dixie Highway Suite 300 Coral Gables, Florida 33146	OPI Franchise Holding Corporation
Office Pride, LLC ("Parent")	3450 East Lake Road, Suite 200, Palm Harbor, Florida 34685	OPIFAC

We are a franchise company that, since December 22, 1995, sells and supports OFFICE PRIDE franchises. We have not in the past and do not now engage in other business activities.

Our affiliate, Office Pride Billing Service LLC ("**OPBS**"), provides products and services to our franchisees including, by way of example only, billing and collections services and/or pass-through or distribution of funds. OPBS was originally formed as an Indiana corporation on November 7, 2011, and was converted to a Delaware limited liability company on November 29, 2021. OPBS' principal business address is 3450 East Lake Road, Suite 200, Palm Harbor, Florida 34685. OPBS does not operate a business similar to the one offered under this Disclosure Document and does not, and has not, offered franchises in any line of business.

Our affiliate, OP M&A Holdings, LLC ("**OPMA**"), a Delaware limited liability company formed on July 14, 2022, with a principal business address of 3450 East Lake Road, Suite 200, Palm Harbor, Florida 34685, has operated OFFICE PRIDE businesses since July 2022 (as of December 31, 2023 in Iowa only). OPMA does not, and has not, offered franchises in any line of business.

We are not currently offering new Area Developer franchise opportunities. This Area Developer Franchise Disclosure Document is furnished solely in connection with the renewal of existing Area Developer franchises. Any language in this Disclosure Document that may be read to describe or relate to the offer or sale of a new Area Developer franchise is included for general informational purposes only and shall not constitute an offer to sell, or a solicitation of an offer to purchase, a new Area Developer franchise. In addition, certain disclosures in this document, including but not limited to those relating to initial fees and initial investment, are required to be included and may describe terms applicable to new Area Developer franchises. Such disclosures may not apply, or may apply differently, in the context of a renewal of an existing Area Developer franchise.

In addition to the Area Developer franchise ("**Area Developer Franchise**") offered under this disclosure document, we offer OFFICE PRIDE single unit franchises under the OFFICE PRIDE trademarks (the "**Unit Franchise**"). The Unit Franchise is offered under a separate disclosure document. A Unit Franchise is an independently owned and operated janitorial service business that sells and performs janitorial services, related services and ancillary goods under the OFFICE PRIDE trademarks and system prescribed by us to office facilities, retail facilities, medical facilities, commercial facilities, churches and other commercial facilities that require routine contract cleaning to create or maintain a clean work environment. Unless we otherwise agree in writing, as an Area Developer, you must own and operate at least one Unit Franchise within your trade area.

Area Developer Franchise

As part of our Area Developer Franchise, you will support and service the OFFICE PRIDE Unit Franchises located inside your assigned trade area ("**Trade Area**"), as defined in Item 12. Since every Trade Area is unique depending on the population of the area, we cannot give general information about the size of the Trade Area or the market potential of any Trade Area. You will be specializing in commercial cleaning operations, and be vital in guiding and supporting franchise owners within our network to drive positive impact on franchise revenue, profitability, and operational efficiency. In this role, you will work directly in the Trade Area with Unit Franchisees, providing comprehensive coaching and support to optimize each franchise's operations, marketing, financial, and business development. By promoting consistent execution and customer satisfaction, you will enable franchisees to maximize their potential for success while contributing to the overall franchise network's continued growth and success. In addition, a core responsibility is to ensure compliance with brand standards and contractual obligations with their franchise agreement, according to the AD Methods of Operations, unit franchisee Methods of Operations and all other manuals referring to the operations of an Office Pride franchise ("**AD Manuals**"). You will also work closely with us to review, monitor, and respond to performance metrics, using data-driven insights to identify opportunities, address performance gaps, and support consistent operational execution.

Market Competition and Rules and Regulations

The general market in which OFFICE PRIDE Area Developer Franchises will operate is well established. There is no seasonality in this business. Generally, the commercial cleaning industry has strong competition from similar businesses, including independent businesses or members of regional, national or international chains.

You must operate your Area Developer business in full compliance with all applicable federal, state and local laws, rules, ordinances and regulations, including, without limitation, government regulations relating to occupational hazards, health, EEOC, OSHA, discrimination, employment, sexual harassment, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. Additionally, your Area Developer business must comply with any laws governing the use and storage of cleaning chemicals.

ITEM 2
BUSINESS EXPERIENCE

Doug Phillip, Chief Executive Officer

Mr. Phillip has been our Chief Executive Officer since April 2024. Prior to joining Office Pride, Mr. Phillip served as President of Home Franchise Concepts in Irvine, California from November 2019 to June 2023.

Jeff McMullen, Chief Financial Officer

Mr. McMullen has been our Chief Financial Officer since October 2019. Mr. McMullen also serves in those same positions for our Parent and OPBS.

Chad White, Vice President of Operations

Mr. White has been our Vice President of Operations since May 2025. Prior to joining Office Pride, from October 2023 to May 2025, Mr. White served as Director of Operations for First Watch Restaurant Group based in Bradenton, Florida. From October 2021 to October 2023, Mr. White served as VP of Operations and Training for Duck Donuts Franchising Group based in Mechanicsburg, Pennsylvania. From December 2019 to October 2021, Mr. White served as VP of Operations for Tacos 4 Life in Conway, Arkansas.

Ann Naegle, Vice President of Marketing

Ms. Naegle has served as our Vice President of Marketing since February 2025. Prior to joining Office Pride, from October 2023 to November 2024, Ms. Naegle was the Vice President - Marketing, Branding & Communications at Arch Painting based in Woburn, Massachusetts. From August 2022 to August 2023, Ms. Naegle was the Marketing Contractor for Automation Anywhere based in San Jose, California, and from December 2019 to October 2021 Ms. Naegle was Senior Director of Marketing at ABILITY Network based in Tampa, Florida.

Scott Kelly, Vice President of Technology

Mr. Kelly has served as our Vice President of Technology since March 2026. Prior to joining Office Pride, from March 2024 to February 2026, Mr. Kelly was the VP of Technology at Stronghouse Solutions based in Adison, Texas, and from December 2018 to March 2024, Mr. Kelly was the Vice President of Technology & Operations at Tandy Leather based in Dallas, Texas.

Steve Corp, Vice President of Franchise Development

Mr. Corp has served as our Vice President of Franchise Development since April 2026. Prior to joining Office Pride, Mr. Corp was the Chief Growth Officer at WoWorks based in St. Petersburg, Florida from August 2024 to April 2026. Prior to this role, Mr. Corp served as Vice President of Franchise Development at Fuzzy's Taco Shop in Irving, Texas from August 2023 to August 2024; and as Vice President of Franchise Sales at Naf Naf Middle Eastern Grill in Chicago, Illinois from December 2019 to August 2023.

ITEM 3
LITIGATION

Pending Actions

Faith Franchising Company, LLC (doing business as Office Pride Commercial Cleaning Services v. Titsworth Enterprises, Inc. and Adrian Titsworth, Case No. 8:25-cv-281-KKM-CPT, US District Court, Middle District of Florida (Filed February 4, 2025). The complaint alleged that the franchisee violated his in-term and post-termination restrictive covenants by working with a competitor to divert OFFICE PRIDE customers. On March 4, 2025, the district court entered a preliminary injunction order enjoining the franchisee from violating his post-termination restrictive covenants until final resolution on the merits of the claims. The case is currently stayed pending the bankruptcy of the franchisee’s principal.

Other than the one litigation matter listed above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Area Developer Initial Fee

Certain disclosures in this Item 5 regarding initial fees describe terms applicable to new Area Developer franchises. These disclosures may not apply, or may apply differently, in the context of a renewal of an existing Area Developer franchise, as there is no initial fee for a renewal (just any applicable renewal fee due under the expiring Area Developer Agreement).

The initial fee for the Area Developer program (the "Area Developer Initial Fee") will vary depending on the population included in Area Developer's Trade Area on the date the Area Developer Agreement is signed. Specifically, the Area Developer Fee will be calculated as outlined below:

Trade Area Population (based upon most recent U.S. Census Data)	Area Developer Initial Fee
999,999 or less	$50,000
1,000,000 to 4,000,000	$75,000
4,000,001 or more	$100,000

The Area Developer Initial Fee is not refundable for any reason.

ITEM 6
OTHER FEES[1]

Type of Fee	Amount	Due Date	Remarks
Area Developer Fee[2]	$250 per month, plus $5 for every 10,000 in population included in Area Developer Trade Area over 500,000.	Immediately following the effective date of the Area Developer Agreement. Due on the 15th day of the following month.	We reserve the right to deduct the monthly Area Developer Fee from any amounts we owe to the Area Developer.
Conference Fee	Current $249 per person.	Annually per conference registration guidelines.	Attendance at the Conference (formerly known as Retreat) is mandatory. We may increase this fee to cover increased conference costs, but we do not anticipate the fee to increase by more than thirty percent (30%) annually.
Fee for not Attending any Area Developer Conference / Meeting[3]	$2,500	Upon demand.	
Customer Development Fee[4]	Six percent (6%) of any Customer Development Fees that we authorize in writing.	As incurred.	

Type of Fee	Amount	Due Date	Remarks
Transfer Fee[5]	$20,000	Prior to the transfer being completed.	
Technology Fee[6]	$100 per month.	Due on the 15th day of each month.	We reserve the right to deduct the monthly Technology Fee from any amounts we owe to the Area Developer We reserve the right to increase the Technology Fee from time to time upon 60 days' prior written notice to you; however we do not anticipate the Technology Fee to increase by more than thirty percent (30%) in any twelve (12) month period.
Insurance	$4,000 to $7,000 per year.	As incurred.	If you fail to obtain or maintain required insurance, we may, but are not obligated to, obtain insurance and seek reimbursement for insurance premiums paid.
Auditing Costs	Varies under the circumstances (generally $300 to $500 per day, plus travel and legal costs).	Reimbursement of our actual auditing costs.	You must reimburse us for our auditing costs if we must audit you because you fail to timely provide us with required reports.
Attorneys' Fees and Cost of Collection	Varies under the circumstances.	As incurred.	We may recover costs and reasonable attorneys' fees incurred in our efforts to collect monies owed by you to us or if you lose in a dispute with us.
Refresher Training Fees	$300 to $1,000 per day.	As incurred	We may require you or your managing shareholder or partner to attend periodic refresher training and may charge a fee, including reimbursement for any travel or living expenses we incur in connection with providing this training.

Notes:

[1]Unless otherwise noted, the fees in Item 6 above are paid to us, are non-refundable and are uniformly imposed. Certain disclosures in this Item 6 regarding other fees are applicable to new Area Developer franchises. These disclosures may not apply, or may apply differently, in the context of a renewal of an existing Area Developer franchise.

[2] Area Developer will pay us a monthly Area Developer Fee equal to $250 per month if Area Developer's Trade Area includes a population of 500,000 or less. If the population of Area Developer's Trade Area is greater than 500,000, Area Developer will pay us a monthly Area Developer Fee equal to $250 per month, plus $5 for every 10,000 in population included in Area Developer Trade Area over 500,000. We will recalculate (if necessary) the monthly Area Developer Fee at the beginning of each calendar year based upon any change in the population of your Trade Area as outlined in the most current United States census report. The Area Developer Fee is due on the 15th day of each month. We reserve the right to deduct the monthly Area Developer Fee from any amounts we owe to the Area Developer.

[3] Area Developer must pay Franchisor $2,500 for first unexcused absence from any required area developer meeting, training session, franchise conference, town hall, or other designated System event. Following the first (1st) unexcused absence, Franchisor will issue a written notice of noncompliance. Upon the second (2nd) unexcused absence, such failure will constitute an immediate and incurable default of this Agreement, and Franchisor may terminate this Agreement without any opportunity to cure.

[4] We or our designated affiliate collect all Customer Development Fees from unit franchisees. Area Developers may not directly bill, collect, retain, or make side arrangements for Customer Development Fees unless we expressly authorize it in writing. See the AD Manuals for additional requirements and procedures. In the limited instance where we permit Area Developer to charge a unit franchisee in their Trade Area any Customer Development Fees, we will collect that fee from the unit franchisee, deduct six percent (6%) and remit the balance to Area Developer.

[5] Area Developers must provide us with prior written notice of any proposed transfer of the Area Developer business to a third party. We have a right of first refusal to acquire the Area Developer business on the same terms and conditions offered by the proposed transferee. If we elect not to exercise such right within the applicable notice period, the Area Developer may proceed with the transfer, subject to our approval and compliance with all applicable requirements. In connection with any approved transfer, Area Developers must pay us a transfer fee of $20,000.

[6] The Technology Fee provides you with access to OFFICE PRIDE franchise system and authorized Area Developer platforms in accordance with AD Manuals.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT[1]

Type of Expenditure	Amount (Low to High)	Method of Payment	When Due	To Whom Payment is to be Made
Area Developer Initial Fee[2]	$50,000 to $100,000	Lump sum	Upon signing the Area Developer Agreement	Us
Rental/Lease of Office Space[3]	$2,400 to $9,000	As arranged	As arranged	Landlord
Leasehold Improvements/ Office Set-Up	$5,000 to $10,000	As arranged	As arranged	Third Parties

Type of Expenditure	Amount (Low to High)	Method of Payment	When Due	To Whom Payment is to be Made
Training Expenses	$1,000 to $2,000	As arranged	As arranged	Estimated expenses for attending initial training; i.e., travel and living expenses
Computer System[4]	$1,000 to $5,000	As arranged	As arranged	Various third parties
Insurance[5]	$4,000 to $7,000	As arranged	As arranged	Insurance premiums for the first year payable to preferred insurance provider
Additional Funds (3 months)[6]	$100,000 to $250,000		As arranged during first three (3) months of operation	Various third parties
Total	$163,400 to $383,000			

Notes:

[1]Except where noted, all amounts that you pay to us or our affiliates are non-refundable. Third-party suppliers will decide if payments to them are refundable. Certain disclosures in this Item 7 regarding estimated initial investment are applicable to new Area Developer franchises. There is no initial investment for the renewal of an existing Area Developer franchise as Area Developer franchisee is not starting the business but rather continuing to operate their existing business subject to a renewal Area Developer Agreement in the form included in this Disclosure Document.

[2]The Area Developer Initial Fee will vary depending on the population included in Area Developer's Trade Area on the date the Area Developer Agreement is signed. Specifically, the Area Developer Fee will be calculated as outlined below:

Trade Area Population (based upon most recent U.S. Census Data)	Area Developer Initial Fee
999,999 or less	$50,000
1,000,000 to 4,000,000	$75,000
4,000,001 or more	$100,000

[3]Area Developers must operate their business from an office located inside their Trade Area. The office space will range from 900 to 3,000 square feet. The estimate contained in the table above reflects rental payments for a period of three (3) months. Rental or lease expenses may vary widely depending on geographical location, size of facility, local lease rates, and other factors.

[4]You must obtain a computer system that meets our hardware and software standards and specifications.

[5]You must obtain the minimum types and amounts of insurance coverage for your Area Developer Franchise as we designate.

[6]These figures are estimates, and we cannot guarantee that an Area Developer will not have additional expenses starting the business. An Area Developer's costs will depend on factors such as how closely they follow our recommended methods and procedures; their management skill, experience and business acumen; local economic conditions; the local market for our services; competition; and the sales level reached during the initial period. This amount does not end an Area Developer's initial investment

obligation. We have used our and our affiliates' thirty (30) years of experience in the business to compile these estimates.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to ensure uniform image and quality of products and services throughout the OFFICE PRIDE System, you must maintain and comply with our required quality standards. You must use equipment, fixtures, furnishings, signage, products, supplies, and advertising materials that meet our standards and specifications and that we approve.

You must maintain the highest standards of quality in order to provide the highest quality of service to customers and protect the OFFICE PRIDE brand. As an Area Developer, you must actively support, communicate, monitor, and enforce our standards and specifications within your Trade Area, including with respect to the operation of Unit Franchisee businesses and the offer and sale of services and products we approve. You must ensure that Unit Franchisees use only the techniques, procedures, supplies, chemical products, equipment, technology platforms, systems, software, marketing programs, advertising materials, and other products or services that we specify in writing, that meet our standards and specifications, and that we approve. You must also support and enforce compliance with any required or preferred vendor programs we establish, including purchasing, sourcing, reporting, implementation, and use requirements. You may not, and must not permit any Unit Franchisee to, develop, market, sell, resell, distribute, recommend, or implement any products, supplies, equipment, technology, marketing materials, or services that are not approved by us or that compete with, replace, or circumvent any approved or preferred vendor program.

We provide you with a list of approved manufacturers, suppliers and distributors ("**Approved Suppliers List**") and approved products, fixtures, furniture, equipment, signs, supplies and other items or services necessary to operate your OFFICE PRIDE franchise ("**Approved Supplies List**"). These lists will be provided as part of the AD Manuals and made available through our online franchise portal. The Approved Supplies List may specify the specific manufacturer or supplier of a specific product or piece of equipment. For example, you must purchase your apparel, stationery, and other promotional items from one of our approved suppliers. We reserve the right to designate a primary or single source of supply for certain products, services and supplies, and we or an affiliate may be that single source. As of the date of this Disclosure Document: ***(i)*** our affiliate, OPBS, is the only source for billing and collection services; ***(ii)*** Profit Keepers is our designated sole supplier for financial reporting, benchmarking and other related analytics; and ***(iii)*** Ask Nicely is the only source for our Net Promoter Score (NPS) reporting and analytics. The lists also may include other specific products without reference to a particular manufacturer or supplier, or they may set forth the specifications and/or standards for other approved products. For example, you may purchase your computer from any source, but the computer you purchase, including the computer hardware and software, must meet our required standards and specifications. We may revise the Approved Suppliers List and Approved Supplies List. Generally, we do not provide our Approved Suppliers List or Approved Supplies List to anyone but you and our franchisees. You will pay the then-current price in effect for all purchases you make from us, our affiliate, or any third-party supplier we designate. Samples of all advertising, promotional and marketing materials which we have not prepared or previously approved must be submitted to us for approval before you use them. You may not use any advertising or promotional materials that we have disapproved.

Except for our affiliate, OPBS, as of the date of this Disclosure Document, neither we nor our affiliates are currently an approved supplier for any products, services, supplies, equipment or materials you will use in the operation of your Area Developer Franchise. We reserve the right to serve as an approved supplier or single source supplier in the future.

We issue and modify required standards and specifications and grant or revoke approval of suppliers through updates to our AD Manuals and through other written materials. Approved suppliers are evaluated, approved or disapproved based on their ability to provide the services and/or ancillary goods in sufficient quantity, of sufficient quality, at reasonable prices and on a timely basis. Any product and service evaluation requests will need to be requested from a franchisee within your Trade Area. Our approval criteria, fees and procedures are in the AD Manuals. We have the right to charge an evaluation fee of $1,000 plus our travel and legal expenses up to a maximum of $7,500. We will evaluate the product and the supplier within 120 days of a written request and send written notice of acceptance or non-acceptance.

We have and may again from time to time negotiate prices or purchase arrangements with suppliers for the benefit of the System but not on behalf of individual franchisees or area developers. Currently, we and our franchisees purchase many supplies through a national purchasing cooperative. We pay annual dues so that our franchisees can be members of this national purchasing cooperative. There is no separate charge for our franchisees to be members of this cooperative. We do not, however, guarantee or promise that we will have a purchasing cooperative in the future. We reserve the right to modify or terminate our membership to this purchasing cooperative at any time. Additionally, as noted above, we use a single approved source for OFFICE PRIDE branded items like apparel, stationery, and other promotional items.

We and our affiliates reserve the right to receive rebates or other consideration from suppliers and our national purchasing cooperative in connection with your purchase of goods, products and services as described in this Item 8, as well as in connection with any future purchase of any goods, products or services. Most of these payments are calculated on an amount based on products sold. We will retain and use such payments as we deem appropriate or as required by the supplier, which may include funding costs associated with advertising and promotions, or distribute part of the rebates or payments to you in such amounts and allocation methods as we deem appropriate (for example, we currently provide existing franchisees in good standing with a rebate on consumable products that you or your customers order through approved suppliers). We and our affiliates reserve the sole right to modify or cancel these programs or arrangements upon written notice to franchisees.

Currently, we derive revenue from purchases our franchisees make through our national purchasing cooperative and certain approved suppliers. We reserve the right to receive additional rebates in the future. During our last fiscal year ending December 31, 2025, ***(i)*** we derived $50,986 of our total revenue of $11,052,040 (or 0.46%) from purchases made by our franchisees, as noted in our audited financial statements included as an exhibit to the Disclosure Document, and ***(ii)*** we did not derive any revenue from purchases made by our area developers.

You can expect items purchased or leased in accordance with our specifications will represent approximately 10% to 30% of the total purchases you will make to begin operating the Area Developer Franchise and 5% to 10% of the ongoing costs to operate the Area Developer Franchise.

We do not evaluate a franchisee’s performance under the terms of the franchise agreement or provide material benefits to a franchisee based on a franchisee’s purchases of particular products or services or use of particular suppliers, but franchisees may not use supplies, equipment or other materials that do not meet our required standards and specifications.

You must purchase and maintain insurance that meets our requirements. The insurance policies must include, at a minimum: ***(i)*** commercial general liability insurance covering claims for personal injuries and property damage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate; ***(ii)*** fidelity bond (third party client theft) with minimum limit of $10,000; ***(iii)*** umbrella liability insurance with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate; ***(iv)*** workers’ compensation insurance with minimum limits of $500,000 per occurrence/$500,000 per employee for bodily injury by occupational disease/$500,000 policy limit for bodily injury by disease; ***(v)*** vehicle liability for owner, leased, hired and non-owned vehicles with minimum limits of $1,000,000 combined single limit for bodily injury and property damage per occurrence; ***(vi)*** any other such insurance coverages or amounts as required by law (for example, workers' compensation, a customer or agreement related to the Business (for example, any lease); and ***(vii)*** any other insurance we may require from time to time. Additional insurance requirements are set forth in the Methods of Operation. All liability insurance policies must name us (and our Parent, affiliates, officers, directors and employees) and any area developer as additional insureds.

You must provide us with a copy of your insurance. We may modify, upon written notice to you, the required minimum limits from time to time and by written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the OFFICE PRIDE System, standards of liability and higher damage awards.

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 Area Developer Agreement (ADA)	Disclosure Document Item
a.	Site selection and acquisition / lease	ADA: Not applicable	Item 11
b.	Preopening purchases / leases	ADA: Not applicable	Items 6, 7 and 8
c.	Site development and other preopening requirements	ADA: 2.E	Items 7, 8 and 11
d.	Initial and ongoing training	ADA: 2.B and 2.F	Items 6 and 11
e.	Opening	ADA: Not applicable	Item 11
f.	Fees	ADA: 2.G, 2.K, 2.M, 2.N, 2.O and 8.C	Items 6 and 7
g.	Compliance with standards and policies / operating manual	ADA: 2.A, 2.B, 2.C, 2.D, 2.E, 2.J, 2.K, 2.L, 3.B, 3.C, 3.F, 6.D, 9.A, 9.B and 9.C	Items 6, 7, 8, 11, 14 and 16
h.	Trademarks and proprietary information	ADA: 2.D, 2.I, 6.B, 7.A–7.C, 9.C and 9.J	Items 13 and 14
i.	Restrictions on products / services offered	ADA: 1, 2.B, 2.E, 2.I, 2.L, and 4	Items 6, 7, 8, 11 and 16
j.	Warranty and customer service requirements	ADA: Not applicable	Items 6 and 11
k.	Territorial development and sales quotas	ADA: 2.G	Item 12
l.	Ongoing product / service purchases	ADA: Not applicable	Items 6, 7 and 8
m.	Maintenance, appearance and remodeling requirements	ADA: Not Applicable	Items 8 and 11
n.	Insurance	ADA: 9.B	Items 6, 7 and 8
o.	Advertising	ADA: Not applicable	Items 6,7 and 11

Obligation		Section in Agreement Area Developer Agreement (ADA)	Disclosure Document Item
p.	Indemnification	ADA: 9.A	Not applicable
q.	Owner's participation / management/ staffing	ADA: 2.B, 2.F and 9.A	Items 11 and 15
r.	Records and reports	ADA: 2.B, 2.C and 2.K	Item 11
s.	Inspections and audits	ADA: 2.B and 2.C	Items 6 and 11
t.	Transfer	ADA: 8	Items 6 and 17
u.	Renewal	ADA: 5.B and 5.C	Items 6 and 17
v.	Post-termination obligations	ADA: 6.D and 7	Item 17
w	Noncompetition covenants	ADA: 7.D	Item 17
x.	Dispute resolution	ADA: 9.K	Item 17
y.	Other	ADA: Not applicable	Not applicable

ITEM 10
FINANCING

We do not offer any direct or indirect financing. We do not guarantee your note, lease or other obligation. Area Developer does not have the right to offer any direct or indirect financing.

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

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

Pre-Opening Assistance: Before an Area Developer begins operating its business, we will:

1. Provide an Area Developer with the training program described below (ADA, Section 2.F).

2. Supply an Area Developer with access to brochures, disclosure documents and related materials.

3. Provide you with electronic access to our AD Manuals (ADA, Section 2.B).

Ongoing Assistance: During the operation of an Area Developer's business, we will:

1. Provide ongoing support, training, assistance and area developer meetings as we determine appropriate (ADA, Section 2.F).

2. We currently have a new franchisee referral program that pays either referring franchisee or Area Developer a $10,000 referral bonus which we may modify from time to time. (ADA, Section 3.E).

3. Provided you are not in default of your obligations under this Agreement, we will pay to you a portion of all Revenue Sales Collected from the customers of franchisees operating in the Trade Area (the "**Shared Royalty**"). Your Shared Royalty will be 0.5% of all Revenue Sales Collected from the customers of franchisees operating in the Trade Area, excluding all Revenue Sales Collected from any Franchised Business owned, directly or indirectly, by you, your owners, or any of your affiliates. As used in this Agreement, the term "**Revenue Sales Collected**" means all revenue we collect from the operation of franchised businesses operating in the Trade Area; provided, however, that Revenue Sales Collected shall include only revenues derived from customers whose primary service location is within the Trade Area and shall exclude all revenues derived from customers located outside of the Trade Area, regardless of where such services are sold, managed, or administered. Revenue Sales Collected also excludes all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority and excludes customer refunds, adjustments, credits, and allowances made in compliance with the AD Manuals. We will electronically transfer all payments due to you by the 15th day of the month following the month during which we deposited the money from the customer (ADA, Section 3.A and Section 3.B).

4. Provided you are not in default of your obligations under this Agreement, we will pay to you a yearly market goal rebate ("**Market Goal Rebate**") as an incentive to increase revenue in Franchised Businesses located in your Trade Area that are not owned, directly or indirectly, by you, your owners, or any of your affiliates. The Market Goal Rebate is intended to function similarly to a bonus for achieving sales growth metrics. We will provide notice to you by December 31 of each year identifying the System target for sales growth applicable for the upcoming calendar year. We will pay you a Market Goal Rebate equal to ten percent (10%) of the Shared Royalty amount attributable to those qualifying franchised businesses. Qualifying Franchised Businesses are defined as all Franchised Businesses in your Trade Area that are not owned by you and exceed the System target for sales growth. We will pay any earned Market Goal Rebate prior to March 31 of each year based upon performance during the preceding calendar year. (ADA, Section 3.F).

Marketing

We do not have a system advertising or marketing program for our Area Developer Franchise. You must obtain our prior written approval before using any marketing materials.

Site Selection

Area Developers must operate their business from an office located inside their Trade Area. We generally do not own or lease the premises from which an Area Developer must operate their business. An Area Developer may not operate their business from their home unless we provide them with written approval. Area Developers may not begin operating their business from their office until we approve the office location. An Area Developer must locate an office within twelve (12) months after signing the Area Developer Agreement. If an Area Developer fails to locate an office within twelve (12) months after signing the Area Developer Agreement, we will either grant the Area Developer an extension of time to locate an office or we will have the right to terminate the Area Developer Agreement.

Computer System

You must maintain a computer system capable of supporting the technology platforms we require you to use in the day-to-day operation of your OFFICE PRIDE Area Developer business. The computer system must include, at a minimum, a business-grade computer or equivalent device, high-speed internet access, and peripheral equipment such as printers or mobile devices as we designate.

The computer system must be capable of accessing cloud-based business applications and maintaining communication with the franchisor and approved suppliers.

Required Software and Technology Platforms

You must maintain access to certain software systems that we designate from time to time, which is outlined in the AD Manuals.

These systems may include proprietary software developed by us, software licensed by us from third parties, or commercially available software applications.

You may be required to license or subscribe to certain software platforms through us, our affiliates, or approved suppliers. All right, title, and interest in proprietary software will remain with the licensor of the software.

System Modifications and Updates

We may periodically modify or upgrade the required computer hardware, software systems, or technology platforms used within the OFFICE PRIDE franchise system. You will generally have at least six (6) months to install and begin using required upgrades unless the change is required sooner for security, operational, or regulatory reasons. You must install and maintain all required technology systems and updates at your sole cost and expense.

Access to System Data

We have the right, as often as we deem appropriate, to access computer systems used in connection with the operation of the OFFICE PRIDE Area Developer business to retrieve operational information, reporting data, and other information relating to the operation of the Area Developer business. This access may occur through system integrations, cloud-based reporting platforms, or other technological means.

Communication Requirements

Your primary customer communications must be through an OFFICE PRIDE designated business email account.

You must also maintain Internet connectivity capable of supporting required systems. These communication tools must be used for official franchise communications and business operations.

Websites and Digital Presence

You may not operate an independent website, digital marketing site, or online platform for your OFFICE PRIDE Area Developer Franchise without our prior written approval. We may require you to participate in designated digital marketing programs, centralized websites, or other online platforms used within the OFFICE PRIDE franchise system.

Estimated Initial Costs

We estimate the cost of the computer system (which may include business computer or laptop, printer/peripherals, Internet equipment/setup, mobile device, software setup or licensing) required to operate the OFFICE PRIDE Area Developer Franchise will range from $1,000 to $5,000, depending on equipment selected and supplier pricing. These amounts are paid directly to, and imposed by, third party suppliers.

Estimated Ongoing Costs

We estimate the monthly technology costs (which may include additional email/productivity Software, Internet services, CRM or operational software, reporting or analytics systems, software updates/maintenance, and other designated systems) ranges from $60 to $465 a month, depending on required systems. These amounts are paid directly to, and imposed by, third party suppliers.

Manuals

You must operate your OFFICE PRIDE area developer business consistent with the required standards and specifications outlined in our AD Manuals.

AD Manuals are inclusive of the specific AD Methods of Operations and the Unit Methods of Operations and all other manuals referring to the operations of an OFFICE PRIDE franchise.

The table of contents for the AD Methods of Operations, including number of pages on each subject and total number of pages, which includes a suite of operational resources, is included herein as Exhibit D. You will receive access to the AD Manuals when you start training.

Typical Length of Time Before You Open Your Franchised Business

We estimate the length of time between the signing of the Area Developer Agreement or the first payment of consideration for the OFFICE PRIDE franchise and the commencement of operations of an OFFICE PRIDE franchise is one (1) to six (6) months. Things that may affect the time period include when you schedule your training, your ability to obtain insurance and/or purchase materials and supplies. Although we do not provide you with equipment signs, fixtures, opening inventory and supplies, we do provide you with names of approved suppliers or written specifications for the items you need to operate your OFFICE PRIDE business.

Training

TRAINING PROGRAM
(Area Developer)

Within 180 days of signing the Area Developer Agreement, an Area Developer new to the OFFICE PRIDE system must complete the following training program. Completion of initial training is not required for an Area Developer renewing their existing Area Developer franchise.

We may change or modify the length, frequency and subject matter of our in-market training from time to time. We may offer certain additional training programs via learning management systems, which you must pay for directly to the vendor if you choose to use those training platforms.

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Single Unit Classroom Training	36	0	Palm Harbor, Florida, or other designated location
Area Developer Training	32	0	Palm Harbor, Florida, or other designated location
In-Market Training	0	56	Area Developer's Trade Area (done concurrently with in-market franchisee training)
Total	68	56	

Our current initial training program for our area developers consists of a two (2) week training program. The first week of training covers the operation of an OFFICE PRIDE franchise and is held at our training center in Palm Harbor, Florida. The second week of training covers the operation of an area developer business and is held in Palm Harbor, Florida or the Area Developer's Trade Area. The two (2) weeks of classroom training we provide to our area developers may not be provided in consecutive weeks. The Area Developer (or if the Area Developer is a corporation or partnership, the Area Developer's managing shareholder or partner) must complete our area developer initial training program. If you have previously owned and operated an OFFICE PRIDE Franchised Business we may require you or your managing shareholder or partner to attend periodic refresher training and may charge a fee.

The Area Developer is not required to pay us a fee to attend this initial training, but the Area Developer will be responsible for all travel and living expenses incurred by the Area Developer in connection with training.

We also provide our Area Developers with seven (7) days of in-market training in the Area Developer's Trade Area. The in-market training will cover operations and sales. The in-market training is done concurrently with the in-market franchisee training. We will cover our own costs and expenses incurred in providing our Area Developers with this in-market training. After an Area Developer receives this in-market training, Area Developers will be required to provide any in-market or other training we designate to the franchisees located in the Area Developer's Trade Area.

We offer our Area Developer training as needed throughout the year, and Traci Parker currently oversees our training program. She has been active in franchise education and operations since 2006, bringing extensive experience in curriculum development, training, and field support. Traci joined OFFICE PRIDE in 2024. We will use the Methods of Operation, audio and video presentations, and power point presentations as instructional materials during the initial training program.

The Area Developer must attend all area developer meetings and franchise conferences we designate. Unexcused absences from an area developer meeting or franchise conference will result in payment of a $2,500 fee. Two (2) consecutive absences from area developer meetings or franchise conferences will constitute a default of the Area Developer Agreement and provide us with the right to terminate the Area Developer Agreement without providing any right to cure.

ITEM 12
TERRITORY

Area Developer

The Area Developer program is an opportunity for an Area Developer to support and service OFFICE PRIDE unit franchises located in a Trade Area. Area Developers must operate their business from an office location that we approve inside their Trade Area. An Area Developer must locate an office inside the Trade Area within twelve (12) months after signing the Area Developer Agreement.

You will not receive an exclusive territory. You may face competition from other area representatives, from outlets that we own, or from other channels of distribution or competitive brands that we control. We will determine an Area Developer's Trade Area by using US Census data to determine the population of a Trade Area. We also will consider the following factors when defining a Trade Area: population base, density of population, demographics, density of residential and commercial business, and other factors. We define Trade Areas by cities, counties, zip codes or other conventional methods used to designate a specific market.

During the term of the Area Developer Agreement and provided you are in compliance with the terms and conditions of the Area Developer Agreement, we will not ***(i)*** modify the Trade Area without your written permission; or ***(ii)*** locate either a company-owned or franchised OFFICE PRIDE area developer franchise inside the Trade Area.

We reserve all rights not expressly granted to you in the Area Developer Agreement. For example, we and our affiliates reserve the right to: ***(i)*** market, sell and acquire commercial cleaning accounts from companies located inside an Area Developer's Trade Area; ***(ii)*** assign commercial cleaning accounts to franchisees located inside an Area Developer's Trade Area; ***(iii)*** establish and/or license others the right to establish franchised or company-owned OFFICE PRIDE area developer businesses at any location outside of the Trade Area; ***(iv)*** merge with, acquire or become associated with any businesses of any kind under other systems and/or other marks, which businesses may convert to or operate under the OFFICE PRIDE Marks or other trademarks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your Area Developer business, and which may be located anywhere inside or outside the Trade Area; ***(v)*** sell and distribute for ourselves and/or license others to sell and distribute through alternate channels of distribution, including the Internet, within and outside the Trade Area, products or services the same as or different from the products and services offered from your Area Developer business, and which are offered and distributed under marks the same as or different than the Marks; and ***(vi)*** recruit, solicit and/or service OFFICE PRIDE unit franchises located in a Trade Area. Except as expressly provided in the Area Developer Agreement, we are not required to pay you any compensation if we exercise any of the rights specified above.

For clarity, the rights granted to you are limited to your approved Area Developer role in the Trade Area. Examples of rights granted include the right, subject to the Area Developer Agreement and our standards, to support, coach and service OFFICE PRIDE unit franchisees located in your Trade Area; facilitate communication between those unit franchisees and us; monitor and report on unit franchisee compliance with System standards; participate in designated training, operational support and approved system initiatives; receive the Shared Royalty and other compensation expressly described in the Area Developer Agreement; and use the OFFICE PRIDE Marks only as we authorize for the Area Developer business.

Examples of rights reserved to us and our affiliates include the right to approve, modify, discontinue, administer or control customer accounts, national or regional accounts, customer development programs, supplier and vendor programs, technology platforms, marketing programs, rebate programs, billing and collection procedures, franchise sales activities, customer assignment procedures, and System standards; to determine whether and how accounts are assigned to unit franchisees; to provide services directly or through affiliates, franchisees, approved suppliers or other channels; and to exercise any rights not expressly granted to you in writing. You may not independently sell, broker, assign, transfer, service, manage, finance or collect compensation from customer accounts, vendor arrangements, supplier programs, technology services, marketing services, or other business opportunities related to the OFFICE PRIDE System.

You are restricted from soliciting or servicing OFFICE PRIDE unit franchises located outside of your Trade Area.

Area Developers are required to meet certain minimum sales requirements ("**Minimum Sales Requirements**") under the terms of their Area Developer Agreement. An Area Developer's Minimum Sales Requirements will be based on the yearly cumulative billings of the Franchised Businesses located in Area Developer's Trade Area and will be established at the time the Area Developer Agreement is signed. An Area Developer's Minimum Sales Requirements will vary depending on: ***(i)*** the number of months Area Developer has been in operation; ***(ii)*** the number of Franchised Business located in the Trade Area; and ***(iii)*** the geographic and demographic characteristics of Area Developer's Trade Area. If an Area Developer fails to meet its Minimum Sales Requirements, we may: ***(i)*** reduce or withhold the Area Developer's Shared

Royalty payment; ***(ii)*** reduce the size of the Area Developer's Trade Area; or ***(iii)*** terminate the Area Developer Agreement.

You do not have the right to relocate your OFFICE PRIDE Area Developer business office without our prior written approval.

ITEM 13
TRADEMARKS

The Area Developer Agreement licenses you the right to use our principal trademarks ("Marks") identified below. We claim common law trademark rights in all of the Marks.

Trademark	Registration Number	Date of Registration	Register
OFFICE PRIDE	2,474,854	August 7, 2001	Principal
OFFICE PRIDE	2,484,203	December 27, 2022	Principal
OFFICE PRIDE® Commercial Cleaning Services	7,078,959	June 13, 2023	Principal

We have filed or intend to file all required affidavits and renewals for the Marks listed above.

There are no currently effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court. There are no pending infringements, oppositions or cancellations concerning the principal trademarks. There is no pending material litigation involving the principal trademarks.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the principal trademarks in a manner material to the OFFICE PRIDE franchise. There are no infringing uses actually known to us that could materially affect your use of the Marks.

We are not obligated, by the terms of the Area Developer Agreement or otherwise, to protect your right to use the principal trademarks. Nor are we obligated to protect you against claims of infringement or unfair competition arising out of your use of the principal trademarks. We are not required by the Area Developer Agreement or anything else to take affirmative action if you notify us of infringing uses or claims, though our policy is to have our lawyer investigate any claims or infringing uses. We will decide whether or not to pursue litigation involving infringing uses or claims regarding the trademarks, and we will control all such proceedings. We are not required to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed to you by us, or if the proceeding is resolved unfavorably to you. Your rights and obligations under the Area Developer Agreement are unaffected by decisions we make relating to the trademarks or the result of proceedings you bring or are involved in regarding the trademarks.

We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks in the state where your OFFICE PRIDE franchise may be located.

You may not use any of the following words as part of your legal business name: office, pride, commercial, cleaning, green, international, janitorial, developer, or service. We reserve the right to approve your legal entity name.

You may not have a web site or other presence on the web separate and apart from the www.officepride.com web site, except as we may otherwise approve in writing. We determine the content of the www.officepride.com web site.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents, patent applications, or copyrights currently registered or pending that are material to the franchise, although we do claim copyright ownership and protection for the AD Manuals, advertising materials, other materials we give you for your use or for public dissemination and everything concerning the AD Manuals. All of this is our proprietary intellectual property.

There are no currently effective determinations of the Copyright Office (Library of Congress), United States Patent and Trademark Office, Board of Patent Appeals and Interferences, or any court, or any pending infringement, opposition or cancellation proceeding or any pending material litigation involving any patents or copyrights. There are currently no agreements in effect that significantly limit our rights to use or license the use of any patents or copyrights in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the patents or copyrights.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to any patents and copyrights and we have the sole right to decide to pursue or settle any infringement actions related to the patents or copyrights. You must notify us promptly of any infringement or unauthorized use of the patents or copyrights of which you become aware.

You must keep confidential during and after the term of the Area Developer Agreement all trade secret and proprietary information, including the AD Manuals. Upon termination of your Area Developer Agreement, you must cease using, and as applicable, return to us all proprietary information, including but not limited to the AD Manuals, and all other copyright material. You must notify us immediately if you learn about an unauthorized use of proprietary information. We are not obligated to take any action and we have the sole right to decide the appropriate response to any unauthorized use of proprietary information. You must comply with all changes to the AD Manuals at your cost.

All ideas, concepts, procedures, techniques or processes concerning the OFFICE PRIDE franchise, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you will assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

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

You must operate your OFFICE PRIDE Area Developer Franchise through a legal entity. Your managing partner or shareholder must, at all times, faithfully, honestly and diligently perform and exert your best efforts in performing your obligations under the Area Developer Agreement. Each of your owners and their respective spouses must jointly and severally be bound by the terms of the Area Developer Agreement and personally guarantee performance.

We do not control your employment practices and you are solely responsible for all hiring, firing, training, scheduling and disciplining of your employees. We make no recommendation of any kind with respect to any equity interest any such supervisor must have in your franchise.

All shareholders, officers, directors, partners, members and all managers and other employees attending our training program and/or having access to our proprietary information, as well as your spouse, if applicable, must execute non-disclosure agreements in a form we accept. Except for the on-premises supervisors who are franchisee owners, other such supervisors are not required to complete our training program.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Area Developers do not operate any independent service business and have no authority to provide services to customers. The Area Developer's role is strictly limited to supporting and servicing OFFICE PRIDE unit franchisees located within its designated Trade Area.

Except as expressly authorized in writing by us, an Area Developer shall not, directly or indirectly, develop, solicit, market to, sell to, service, consult with, or otherwise provide any products or services to: ***(i)*** any franchise, franchisee, or prospective franchisee outside its Trade Area; or ***(ii)*** any customers, accounts, or businesses of any kind.

An Area Developer is not an approved supplier, vendor, broker, consultant, sales representative, technology provider, marketing provider, financing source, or account development provider for the OFFICE PRIDE system unless expressly designated by us in writing. Without such prior written approval, the Area Developer shall not establish, operate, participate in, or derive any benefit from any separate business or arrangement that offers, markets, distributes, brokers, finances, or provides products or services—directly or indirectly - to OFFICE PRIDE franchisees, prospective franchisees, or customers.

The Area Developer shall not charge, collect, or receive any fees, commissions, or other compensation directly from franchisees. All customer development activities, transactions, and related payments shall be conducted exclusively through us or our designated affiliate. Any direct or indirect side agreements or arrangements between the Area Developer and any franchisee or customer are strictly prohibited.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Area Developer Agreement (ADA)	Summary
a. Length of the Franchise Term	ADA: 5.A	Term is ten (10) years.
b. Renewal or extension of the term	ADA: 5.B and 5.C	No renewal option granted.
c. Requirements for franchisee to renew or extend	ADA: Not applicable	Not applicable

Provision	Section in Area Developer Agreement (ADA)	Summary
d. Termination by franchisee	ADA: 6.E	You may terminate the Area Developer Agreement only for a material breach by us, provided you give us written notice of the breach and allow ninety (90) days to cure such breach (subject to state law).
e. Termination by franchisor without cause	ADA: Not applicable	Not applicable
f. Termination by franchisor with cause	ADA: 6	We can terminate the Area Developer Agreement only if you default or fail to comply with your obligations.
g. "Cause" defined – defaults which can be cured	ADA: 6.A	You have ninety (90) days to cure defaults not listed in (h) below.
h. "Cause" defined – defaults which cannot be cured	ADA: 6.B	Non-curable defaults include: abandonment, unauthorized use of confidential information, your insolvency, unapproved assignments or transfers, violation of in-term noncompete/subcontracting covenants, defaults that materially impair the goodwill associated with any of the Marks, criminal convictions, multiple defaults, or two (2) consecutive absences from a required meeting.
i. Franchisee's obligations on termination/nonrenewal	ADA: 7	You lose all remaining rights to support or service franchises. Other obligations include those obligations noted above.
j. Assignment of Contract by franchisor	ADA: 8.A	No restrictions on our right to assign.
k. "Transfer" by franchisee – defined	ADA: 8.B	Any sale, lease, pledge, management agreement, contract for deed, option agreement, assignment bequest, gift or otherwise or any arrangement pursuant to which you turn over all or part of the daily operation of the business to a person or entity.
l. Franchisor approval of transfer by franchisee	ADA: 8.B	We have the right to approve all transfers but will not unreasonably withhold approval.
m.Conditions for franchisor approval of transfer	ADA: 8.B and 8.C	Transferee meets all of our then-current requirements for new area developer, training completed, transfer fee paid, transferee accept an assignment of your obligations under this Agreement in a form prescribed by us for the remaining term of this Agreement, releases signed; provided that certain transfer conditions do not apply to transfers from a sole proprietor to a wholly-owned entity.
n. Franchisor right of first refusal to acquire franchisee business	ADA: 8.D	We reserve the right to match all third party *bona fide* offers.
o. Franchisor option to purchase franchisee business	ADA: Not Applicable	
p. Death or disability of Franchisee	ADA: Not Applicable	Not applicable
q. Noncompetition covenants during the term of the franchise	ADA: 7.D	You may not own or manage a competitive business.
r. Noncompetition covenants after the franchise is terminated or expires	ADA: 7.D	No direct or indirect involvement in a janitorial cleaning services business (including franchise sales) for two (2) years ***(i)*** within the trade area; ***(ii)*** within 100 miles of the trade area; ***(iii)*** within 100 miles of any other area developer's trade area (subject to state law).
s. Modification of the agreement	ADA: 9.C	No modifications generally, but we have the right to change the AD Manuals and trademarks.
t. Integration / merger clause	ADA: 9.O	Only the terms of the Area Developer Agreement are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Area Developer Agreement may not be enforceable.

Provision	Section in Area Developer Agreement (ADA)	Summary
u. Dispute resolution by arbitration or mediation	ADA: 9.K	Except for certain claims, all disputes must be submitted to mediation and then arbitration, each of which will occur in Palm Harbor, Florida, or other place we designate (subject to state law).
v. Choice of forum	ADA: 9.M	Litigation must be in the applicable federal or state court where our headquarters are located (currently, Florida) (subject to state law).
w. Choice of law	ADA: 9.K and 9.L	Except for claims under federal trademark law, and the parties' rights under the Federal Arbitration Act, the law of the State of Florida will govern any dispute (subject to state law).

ITEM 18
PUBLIC FIGURES

We currently do not use public figures to promote this franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Faith Franchising Company, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing 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 Jeff McMullen, Chief Financial Officer, Faith Franchising Company, LLC, 3450 East Lake Road, Suite 200, Palm Harbor, Florida 34685, telephone (727) 754-5990, the Federal Trade Commission, and the appropriate state regulatory agencies.

[Reminder of page intentionally left blank]

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Area Developers	2023	15	14	-1
	2024	14	9	-5
	2025	9	7	-2
Total Outlets	2023	15	14	-1
	2024	14	9	-5
	2025	9	7	-2

Table No. 2
Transfer of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
Total	2023	0
	2024	0
	2025	0

Table No. 3
Status of Franchised Outlets
For Years 2023-2025

State	Year	Outlets at start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets At End of the Year
Alabama	2023	3	0	0	0	0	0	3
	2024	3	0	2	0	0	0	1
	2025	1	0	0	0	0	0	1
California	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	1	0	0	0	0
Florida	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Indiana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Kentucky	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0

State	Year	Outlets at start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets At End of the Year
	2025	0	0	0	0	0	0	0
Tennessee	2023	3	0	0	0	0	0	3
	2024	3	0	3	0	0	0	0
	2025	0	0	0	0	0	0	0
Texas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	1	0	0	0	0
Virginia	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Total	2023	15	0	1	0	0	0	14
	2024	14	0	5	0	0	0	9
	2025	9	0	2	0	0	0	7

Table No. 4
Status of Company-Owned Outlets
For Years 2023-2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets At End of The Year
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Table No. 5
Projected Openings
As of December 31, 2025

State	Area Developer Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Total	0	0	0

A list of our current Area Developers is attached as Exhibit E to the Disclosure Document. Exhibit E also identifies those Area Developers who have had an outlet terminated, cancelled, not renewed or have otherwise voluntarily or involuntarily ceased to do business under an Area Developer Agreement during our last fiscal year or have not communicated with us within ten (10) weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the OFFICE PRIDE franchise system.

During the last three (3) fiscal years, we have signed confidentiality clauses with current or former area developers. In some instances, current and former area developers sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former area developers, but be aware that not all area developers will be able to communicate with you.

Except for the Franchisee Advisory Council ("FAC"), we have not created, sponsored or endorsed any trademark-specific franchisee associations.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit B are our audited financial statements for the calendar years 2025, 2024, and 2023 and an unaudited balance sheet and income statement as of May 31, 2026. Our fiscal year ends December 31.

ITEM 22
CONTRACTS

The following sample contracts are attached as exhibits to this Disclosure Document:

- Exhibit A-1: Area Developer Agreement
- Exhibit A-2: Sample General Release
- Exhibit F: Disclosure Document Addenda and Area Developer Agreement Addenda

ITEM 23
RECEIPTS

The receipt in duplicate is found on the last two (2) pages of this Disclosure Document. The Federal Trade Commission requires that you acknowledge that you have received the Disclosure Document. This does not obligate you to purchase an area developer franchise, and it does not obligate us to sell you an area developer franchise.

EXHIBIT A-1

AREA DEVELOPER AGREEMENT

OFFICE PRIDE®

AREA DEVELOPER AGREEMENT

EFFECTIVE DATE

____

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OFFICE PRIDE® AREA DEVELOPER AGREEMENT

This **AREA DEVELOPER AGREEMENT** ("Agreement") is made as of the Effective Date (set forth on the cover page) between Faith Franchising Company, LLC ("**we**" or "**us**" or "**Franchisor**") and **AD Entity** ("**you**" or "**Area Developer**").

BACKGROUND:

A. We have developed a janitorial service business under the OFFICE PRIDE® name that sells and performs janitorial services, related services, and ancillary goods to office facilities, retail facilities, medical facilities, commercial facilities, churches, and other commercial facilities requiring routine contract cleaning to create or maintain a clean work environment (the "**System**").

B. We grant franchises for the operation of OFFICE PRIDE businesses ("**Franchised Businesses**") to qualified candidates who are willing to follow the System and adhere to our quality standards and operating procedures.

C. You agree that information you receive from us or from any of our officers, employees, agents or franchisees is confidential and has been developed with a great deal of effort and expense. You also agree that the information is being made available to you so that you may more effectively develop and service our OFFICE PRIDE Franchised Businesses in the Trade Area (as defined below). This information and the related materials will remain our property.

D. You desire to act as an independent contractor to support and service our Franchised Businesses in the trade area described in Exhibit A to this Agreement.

AGREEMENT

Acknowledging the above recitals, the parties agree as follows:

1. Appointment. We hereby appoint you, and you hereby accept the appointment, as an Area Developer for supporting and servicing Franchised Businesses within the trade area described on Exhibit A ("**Trade Area**"). You are not granted any right to develop, recruit, solicit, sell, or offer OFFICE PRIDE franchises or to participate in Franchise Development activities unless we expressly authorize such activities in writing.

2. Your Duties. During the term of this Agreement, in the operation of your business licensed under this Agreement, you agree to:

A. Assist us in the enforcement of all provisions of the franchise agreements for the Franchised Businesses established in the Trade Area, including facilitating effective and timely communication between franchisees and Office Pride and ensuring alignment, clarity, and responsiveness.

B. Service and support each Franchised Business in your Trade Area in a manner consistent with the support and service standards we require under the standard OFFICE PRIDE franchise agreement and the OFFICE PRIDE System, in accordance with our AD Methods of Operations and all other manuals referring to the operations of an OFFICE PRIDE franchise ("**AD Manuals**"), or in other operational memoranda, procedures or policies we issue or modify from time to time (we will provide you electronic access to our AD Manuals and other operational memoranda, procedures or policies). Your responsibilities include providing pre-opening and ongoing marketing and business advice, assisting with openings, inspecting operations, providing training and coaching, supporting operational consistency, and helping franchisees comply with System standards. You must maintain sufficient staff and travel as reasonably necessary to service the Franchised Businesses in the Trade Area. If a franchisee refuses to cooperate or fails to make reasonable performance improvements, you must promptly notify us and provide supporting documentation. In addition, you must ensure that all accounts we or our affiliates acquire in your Trade Area are properly serviced. Additionally, you acknowledge and agree that we may sell accounts directly to franchisees located in your Trade Area, and we reserve the right to market, sell and acquire accounts from companies located inside your Trade Area. You may not engage in independent business development, unauthorized sales, vendor or product promotion, consulting services, customer-facing account-management businesses, or servicing or consulting for OFFICE PRIDE unit franchises outside your Trade Area, except as we authorize in writing.

C. Provide services and support to franchisees in your Trade Area as needed on a daily, weekly, monthly basis or reasonably requested, including operational support, business coaching, training, compliance assistance, and other services we require under the AD Manuals. You must document the services and support you provide, including the expected services, support, follow-up items, and any compliance or operational issues identified during or after franchisee meetings. After each franchisee meeting, you must prepare and maintain a contact report using the applicable contact report templates and procedures described in the AD Manuals, and, if requested, submit the completed documentation to us. If you fail to perform required services and reports to franchisees in your trade area, we may conduct them and require you to reimburse our costs and expenses. You must meet with us monthly, or more frequently as we reasonably request, either in person or virtually, to discuss reporting, franchisee support activities, follow-up items, operational matters, and other information required under the AD Manuals. You must prepare, maintain, and, if requested, submit contact reports, reporting materials, and related documentation using the applicable templates, procedures, and requirements as requested or described in the AD Manuals.

D. Notify us in writing of any infringement or suspected infringement of the OFFICE PRIDE trademark, trade name or service mark (collectively, the "**Marks**") or noncompliance or suspected noncompliance by any OFFICE PRIDE franchisee in the Trade Area of the franchisee's obligations under its franchise agreement. We will have the sole authority to decide on an appropriate course of action if any franchisee is not complying with the terms and conditions of its franchise agreement, including terminating a franchisee for failure to comply with the obligations of its franchise agreement.

E. Operate your business from an office located inside your Trade Area. The office location will range from 900 to 3,000 square feet, unless we waive the office location requirement. You must operate your business in compliance with all applicable laws and governmental regulations. You will obtain at your expense and keep in force, any permits, licenses or other consents required for your business. You acknowledge and agree that these laws and regulations will include those related to the offer and sale of franchises. In addition, you will be governed by and must operate your business in accordance with the required standards and specifications outlined in the AD Manuals.

F. Participate in or assist with initial franchisee classroom training if we require, and provide ongoing training and support to franchisees in the Trade Area as we require from time to time, including training on locating and securing commercial accounts. You are responsible for all costs associated with servicing, supporting, and training franchisees in your Trade Area.

G. Support and service the number of Franchised Businesses in the Trade Area as necessary to meet or exceed cumulative billings as are necessary to satisfy your minimum sales requirements ("**Minimum Sales Requirements**") identified in Exhibit B. At your request, we may, but are not required to, assist you in supporting and servicing Franchised Businesses in your Trade Area.

H. Cooperate with our billing and collections process, which currently includes all customers being invoiced by us and paying us directly for all services provided by the franchisees. You may not conduct any billing or collections activities for the franchisees located in your Trade Area unless we designate in writing. We reserve the right to modify or change our billing and collections processes from time to time.

I. Not make any misrepresentations to us, our franchisees, or prospective franchisees. You may not impair the reputation, goodwill, business or profitability of us or our affiliates, and may not use the Marks in any manner not permitted under this Agreement or any franchise agreement. In addition, you agree that you will not, during or after the term of this Agreement, disclose any confidential or proprietary information pertaining to the System, including trade secrets ("**Confidential Information**"), to any unauthorized person or entity. You acknowledge that if you improperly disclose any Confidential Information or proprietary aspect of the OFFICE PRIDE System, AD Manuals, substantial injury will result to us, the OFFICE PRIDE System, and our franchisees.

J. Conduct your business through a legal entity and in a professional manner consistent with the terms of this Agreement and the required standards and specifications outlined in the AD Manuals and comply with all branding and identification standards and other quality control standards, all of which we may modify from time to time.

K. Attend, or have a representative approved by us attend all meetings, training sessions, franchise conferences, area developer meetings, town halls, and other System events we designate. You must pay us $2,500 for a first unexcused absence, after which we will issue a written notice of noncompliance. A second unexcused absence will constitute an immediate and incurable default, and we may terminate this Agreement without opportunity to cure under Section 6.B.

L. You may not charge, collect, finance, invoice, receive, or retain any fees or other amounts from franchisees for accounts, customer development, marketing activities, or related services ("**Customer Development Fees**"), unless we have provided our prior written permission. All fees must be invoiced, collected, and processed by us directly from franchisees. Area Developers may not directly bill, collect, retain, or make side arrangements for Customer Development Fees unless we expressly authorize it in writing. The AD Manuals will set forth additional requirements and procedures that you must comply with regarding customer development restrictions. In the limited instance where we permit you to charge a Franchisee in your Trade Area any Customer Development Fees, we will collect that fee from the Franchisee, deduct six percent (6%) and remit the balance to you.

M. 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 or an affiliate on the account of services or goods furnished by us or our affiliate to you through sale, lease or otherwise or on account of collection by us or our affiliate of the initial franchise fee, royalty fee, processing fee or other fee or payment you make to us or our affiliate pursuant to the terms of this Agreement.

N. Commencing on the Effective Date of this Agreement, pay us a monthly Area Developer Fee equal to $250 per month if Area Developer's Trade Area includes a population of 500,000 or less. If the population of Area Developer's Trade Area is greater than 500,000, you will pay us a monthly Area Developer Fee equal to $250 per month, plus $5 for every 10,000 in population included in Area Developer Trade Area over 500,000. We will recalculate (if necessary) the monthly Area Developer Fee at the beginning of each calendar year based upon any change in the population of your Trade Area as outlined in the most current United States census report. The Area Developer Fee is due on the 15th day of each month. We reserve the right to deduct the monthly Area Developer Fee from any amounts we owe to the Area Developer.

O. Commencing on the Effective Date of this Agreement, pay us a monthly technology fee in the amount of $100 per month (the "**Technology Fee**"). The Technology Fee is due on the 15th day of each month. We reserve the right to deduct the monthly Technology Fee from any amounts we owe to the Area Developer We reserve the right to increase the Technology Fee from time to time upon 60 days' prior written notice to you; however we do not anticipate the Technology Fee to increase by more than thirty percent (30%) in any twelve (12) month period.

3. Our Duties. During the term of this Agreement, we agree to:

A. Provided you are not in default of your obligations under this Agreement, we will pay to you a portion of all Revenue Sales Collected from the customers of franchisees operating in the Trade Area (the "**Shared Royalty**"). Your Shared Royalty will be 0.5% of all Revenue Sales Collected from the customers of franchisees operating in the Trade Area, excluding all Revenue Sales Collected from any Franchised Business owned, directly or indirectly, by you, your owners, or any of your affiliates.

B. As used in this Agreement, the term "**Revenue Sales Collected**" means all revenue we collect from the operation of franchised businesses operating in the Trade Area; provided, however, that Revenue Sales Collected shall include only revenues derived from customers whose primary service location is within the Trade Area and shall exclude all revenues derived from customers located outside of the Trade Area, regardless of where such services are sold, managed, or administered. Revenue Sales Collected also excludes all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority and excludes customer refunds, adjustments, credits, and allowances made in compliance with the AD Manuals. We will electronically transfer all payments due to you by the 15th day of the month following the month during which we deposited the money from the customer.

C. If a Franchised Business in the Trade Area is not in substantial compliance with the terms of its franchise agreement or the required standards and specifications outlined in the AD Manuals, then we may reduce or withhold all or a portion of your Shared Royalty payment for that Franchised Business. We agree to give you thirty (30) days' written notice prior to any payment reduction or withholding under the terms of this provision to enable you to exercise your efforts to bring such Franchised Business into substantial compliance. In the event we determine that you are not performing your obligations under the terms of this Agreement, we may, but are not required to, step in and perform your obligations. If we exercise this right, we may charge you for any expenses or costs we incur in performing those obligations.

D. If you fail to meet your Minimum Sales Requirements as set forth on Exhibit B, we may reduce or not pay your Shared Royalty payment, reduce the size of your Trade Area, or, at our option, terminate this Agreement.

E. We will pay a franchisee referral fee to either the referring franchisee or Area Developer under our current franchisee referral program which we may update from time to time (as of the Effective Date, the franchisee referral fee is $10,000; we may modify this franchisee referral program at any time.)

F. Provided you are not in default of your obligations under this Agreement, we will pay to you a yearly market goal rebate ("**Market Goal Rebate**") as an incentive to increase revenue in Franchised Businesses located in your Trade Area that are not owned, directly or indirectly, by you, your owners, or any of your affiliates. The Market Goal Rebate is intended to function similarly to a bonus for achieving sales growth metrics. We will provide notice to you by December 31 of each year identifying the System target for sales growth applicable for the upcoming calendar year. We will pay you a Market Goal Rebate equal to ten percent (10%) of the Shared Royalty amount attributable to those qualifying franchised businesses. Qualifying Franchised Businesses are defined as all Franchised Businesses in your Trade Area that are not owned by you and exceed the System target for sales growth. We will pay any earned Market Goal Rebate prior to March 31 of each year based upon performance during the preceding calendar year.

4. Franchise Sales Procedures.

You acknowledge and agree that you have no right to develop, recruit, solicit, sell, offer, or participate in the sale of OFFICE PRIDE franchises or to conduct Franchise Development activities unless we expressly authorize such activities in writing. If we provide such written authorization, you must strictly comply with our written instructions, all applicable laws, and all policies and procedures we designate.

5. Term; No Renewal Rights.

A. The initial term of this Agreement will be for a period of ten (10) years from the Effective Date of this Agreement.

B. There will be no renewal option granted under this Agreement, and you will have no right or option to renew this Agreement for any additional term after the expiration of the renewal term.

C. Upon the completion or expiration of the initial term, this Agreement and all area developer rights granted under it will expire automatically. You will have no option or right to extend this Agreement, your area developer rights will expire, and you will be bound by the obligations identified in Section 7 of this Agreement.

6. Default and Termination. Regarding breaches of this Agreement, the following provisions will apply:

A. In the event of a breach by you with respect to any provision of this Agreement, we will give written notice to you of such breach and, unless otherwise expressly stated in this Agreement, you will have ninety (90) days after notification to cure said breach. If you fail to cure the breach within the cure period specified, we may terminate this Agreement. In the event you cure the breach within the allowed cure period specified by us, then this Agreement will continue in full force and effect. Upon the termination of this Agreement pursuant to this Section 6, we will not be obligated to make any further payments to you except for amounts due under Section 3 which were earned prior to termination.

B. You will be in default under this Agreement, and all of your rights as Area Developer granted herein will be automatically terminated without notice to you, (I) if you become insolvent, make an assignment for the benefit of creditors; or consent to the appointment of a receiver or other custodian of your business; or become subject to proceedings for composition with creditors, or if a petition seeking bankruptcy relief, either reorganization or liquidation, in any court, legal or equitable, is filed by you or such petition is filed against you and not opposed by you; (ii) if you cease to do business as contemplated under the terms of this Agreement, or you abandon or fail to actively operate the area developer business or perform your material development obligations; (iii) if you assign this Agreement in violation of Section 8.C; (iv) if you or any of your owners are convicted of, or plead guilty to or no contest to, a felony or to any crime relating to OFFICE PRIDE or your area developer business or you engage in any act or omission that materially impairs or adversely affects the goodwill associated with the OFFICE PRIDE Marks or System; (v) if you misuse or disclose Confidential Information in violation of this Agreement; or (vi) you commit two or more defaults (whether the same or different) under this Agreement or any related agreement with us within any twelve (12) month period that, in the aggregate, reflect a material disregard of your obligations.

You will also be in default under this Agreement if you have two (2) unexcused absences from a required meeting, training session, franchise conference, area developer meeting, town hall, or other designated System event as described in Section 2. For purposes of this Section, an "unexcused absence" means a failure to attend without Franchisor's prior written approval. Area Developer must pay Franchisor a fee of $2,500 for first (1st) unexcused absence. Following the first (1st) unexcused absence, Franchisor will issue a written notice of noncompliance. A second (2nd) unexcused absence will constitute an immediate and incurable default, resulting in automatic termination of this Agreement without any opportunity to cure.

C. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this Agreement supersede any provision of this Agreement that is less favorable to you.

D. In the event of a breach by us with respect to any provision of this Agreement, you must give us written notice of such breach, and we will have ninety (90) days after notification to correct said breach. If we fail to cure the breach within the ninety (90) day cure period, you may terminate this Agreement. In the event we cure the breach within the ninety (90) day cure period, then this Agreement will continue in full force and effect.

7. Obligations Upon Termination. Upon termination or expiration of this Agreement the following will occur:

A. All rights granted hereunder to you will terminate. You will have no further right to develop or service OFFICE PRIDE franchises in the Trade Area. You must immediately cease operation of the business licensed hereunder and may not, directly or indirectly, represent to the public or hold out that you are a present or former Area Developer of ours, except as required by law. You must immediately deliver to us all copies of the AD Manuals, all of which are acknowledged to be our property.

B. Except in connection with any Franchised Businesses owned and operated by you, you must immediately and permanently cease to use, in any manner whatsoever, any aspect of the franchise System and all the Marks, distinctive slogans, signs, symbols, and devices associated with the franchise System.

C. You may not use any copy, reproduction, counterfeit or colorable imitation of the Marks, or of any portion of the Marks, in the conduct or promotion of any business, that is likely to cause confusion with or be mistaken for the Marks, or that is deceptive, or that is likely to dilute our rights in and to the Marks. You further agree not to use any designation of origin or description or representation that falsely suggests or represents an association or connection with us.

D. You agree that during and for a period of two (2) years after the expiration or termination of this Agreement, or within two (2) years of any assignment of this Agreement by you, neither you nor any officer, shareholder, director, partner or affiliate of yours may engage in, or participate directly or indirectly (including the sale of franchises) in any franchise company engaged in providing janitorial services or related services ***(i)*** within the Trade Area; ***(ii)*** within 100 miles of the Trade Area; or ***(iii)*** within 100 miles of any other area developer's trade area. You agree that the length of time set forth in this Section 7.D will be tolled for any period during which you are in breach of this provision or during any other period during which we seek enforcement of this Agreement.

E. All covenants, obligations, and agreements of the parties under this Agreement that expressly or by reasonable implication impose obligations to be performed after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement, including specifically Sections 7.A-7.D and 9.L-9.O.

8. Assignment. The parties agree as follows:

A. This Agreement is assignable by us without obtaining your consent.

B. This Agreement is assignable by you only with our prior written approval, which consent will not be unreasonably withheld, provided you comply with the conditions noted below in this section and in accordance with the AD Manuals. Any sale (including installment sale), lease, pledge, management agreement, contract for deed, option agreement, assignment, bequest, gift or otherwise, or any arrangement pursuant to which you turn over all or part of the daily operation of the business to a person or entity who shares in the losses or profits of the business in a manner other than as an employee will be considered an "**Assignment**" for purposes of this Agreement. If you are an entity, an Assignment also includes a "controlling interest" in you, which means thirty-three and one-third (33.33%) percent or more of your voting shares or other voting rights if you are a corporation or partnership owned by three (3) or more persons; otherwise, fifty (50%) percent or more of your voting shares or other voting rights will constitute a "controlling interest." "Person" means any natural person, corporation, general or limited partnership, unincorporated association, cooperative or other legal or functional entity.

C. Any Assignment will be conditioned on the following:

(i) you must provide us with written notice of your intent to assign this Agreement and must not be in default under this Agreement;

(ii) the assignee must meet our then-current qualifications and requirements for our OFFICE PRIDE area developers and assignee must attend and satisfactorily complete our area developer training program;

(iii) we do not exercise our right of first refusal with respect to the assignment (as described in Section 8.D below);

(iv) you or your assignee pays us a transfer fee of $20,000;

(v) your assignee agrees to accept an assignment of your obligations under this Agreement in a form prescribed by us for the remaining term of this Agreement; and

(vi) you and your owners execute a general release, in the form prescribed by us, of any and all claims against us, our directors, officers, agents and employees and our affiliates and their officers and directors.

D. If you propose any Assignment, you first must offer to sell to us your interest under the same terms. In the event of a bona fide offer from such third party, you must obtain from the third-party offeror and deliver to us a statement in writing signed by the offeror and by you of the terms of the offer. We will have forty-five (45) days from our receipt of the statement setting forth the third-party offer to accept the offer by delivering to you written notice of our acceptance. Our acceptance of any right of first refusal will be on the same price and terms identified in the statement delivered to us; provided, however, that we have the right to substitute equivalent cash for any non-cash consideration included in the offer. If we fail to accept the offer within the forty-five (45) day period, you will be free for sixty (60) days after such period to effect the disposition described in the statement delivered to us, provided such assignment is in accordance with Section 8.C. You may affect no other sale or assignment of this Agreement without first offering the same to us in accordance with this Section 8.D.

E. If the assignment is from a sole proprietor to a wholly owned entity, the transfer provisions of Sections 8.C and 8.D will not apply; provided, however, that the new entity and its owners sign any assignment documents we require reflecting the change in ownership.

9. Miscellaneous. The parties agree as follows:

A. You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that you are an independent contractor and that nothing in this Agreement is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. We are not your employer, or the employer of any of your employees. Under no circumstances will we be liable for any act (including specifically, but not by way of limitation, any violation by you of any applicable franchise sales and disclosure laws), or any omission, debt, or other obligation of you and you will indemnify and hold us harmless from any such claim and the cost of defending against such claim, including attorneys' fees, arising directly or indirectly in connection with your activities. At all times during the term of this Agreement, you agree to conspicuously identify yourself in all dealings with customers, suppliers, public officials, business personnel and others as an independent business owner operating under a franchise we have granted and to place such notices of independent ownership on such forms, checks, business cards, stationery and advertising and other materials as we may require from time to time.

You are solely responsible for all employment decisions and functions of your Area Developer business, including, without limitation, those related to hiring, firing, training, compliance with wage and hour requirements, personnel policies, scheduling, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether you receive advice from us on these subjects. You acknowledge and agree that all personnel decisions will be made by you, without any influence or advice from us, and such decisions and actions will not be, nor be deemed to be, a decision or action of ours.

B. You must purchase and maintain in full force and effect, at your expense, insurance that covers both you and us, which policy or policies must be written in accordance with the required standards and specifications identified in the AD Manuals, which we may modify from time to time.

C. We have the right to modify or terminate any aspect of the OFFICE PRIDE System including but not limited to the Marks, franchise agreements, AD Manuals, operating procedures and quality control standards. We will notify you of any such modifications. This Agreement can be modified only by a writing signed by you and us. This Agreement and all addenda and appendices to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations we made in the disclosure document that we furnished to you.

D. No delay, waiver, forbearance, or omission of us to exercise any power or right arising out of any breach or default by you of any of the terms, provisions, or covenants hereof, will affect or impair our right to exercise the same, nor will such constitute a waiver by us of any right hereunder; or the right to declare any subsequent breach or default; or our right to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by us of any payments due to it hereunder will not be deemed to be a waiver by us of a preceding breach by you of any terms, covenants, or conditions of this Agreement.

E. The parties agree that in the event that any provision of this Agreement is construed or declared to be invalid, such decision will not affect the validity of any remaining portion which will remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated. In the event that any provision of this Agreement will be contrary to the law of any state in which this Agreement will have an operative effect then the law of the State will take precedence over that provision.

F. Whenever notice is required under the terms of this Agreement, the notice must be given in writing and sent by reliable overnight courier for delivery on the next business day. All notices to us must be sent to Faith Franchising Company, LLC, 3450 East Lake Road, Suite 200, Palm Harbor, Florida 34685 or such other address we provide to you. All notices to you will be sent to the following address: **AD Entity & Address** or such other address you provide to us. All notices hereunder will be deemed received on the next business day following the date it was deposited with the overnight courier.

G. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by Chief Executive Officer or one (1) of our authorized executives.

H. Your spouse and all persons owning ten percent (10%) or more of the Business must execute the form of undertaking and guarantee attached to this Agreement as Exhibit C. Any person or entity that at any time after the date of this Agreement becomes a ten percent (10%) owner pursuant to the provisions of Section 8 or otherwise must execute the form of undertaking and guarantee attached as Exhibit C.

I. Subject to the terms of Section 8 hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

J. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

2. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment or spiritual discernment or conviction 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 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 System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

K. Alternative Dispute Resolution. We and you agree to the following processes for alternative dispute resolution:

1. Mediation: Subject to Section 9.K.6, Franchisor, Area Developer and Area Developer's owners agree to submit any claim, controversy or dispute arising out of or in relation

to the OFFICE PRIDE Franchise, Area Developer's operation of the OFFICE PRIDE Franchise, this Agreement, or any other agreement between Area Developer and Franchisor, or Franchisor's Area Developers, subsidiaries or affiliates to non-binding mediation prior to filing such claim, controversy or dispute in arbitration or in any court. The mediation shall be conducted through an independent mediator or a mediator appointed by a mediation services organization or body, experienced in the mediation of disputes between franchisors and area developers. The parties to the mediation shall agree to the date, time and terms of the mediation within fifteen (15) days of notice requesting mediation being received by any party. The mediation will be held in accordance with the rules established for mediation being used by the American Arbitration Association ("AAA") or AAA's successor. The venue for the mediation shall be at AAA offices nearest to Palm Harbor, Florida or the current city and state where Franchisor's corporate headquarters is located at the time the dispute is submitted to mediation. The costs and expenses of mediation, including compensation and expenses of the mediator, shall be borne by the parties equally. If the parties are unable to reach an agreement that resolves the claim, controversy or dispute within ninety (90) days after the mediator has been appointed, then the dispute shall be referred to arbitration under below Dispute Resolution Section of this agreement. AAA shall not require any further consent of any party to enforce this mediation provision or any arbitration provision.

2. Dispute Resolution: Except as to those issues defined under Sections 9.K.4 and 9.K.5 below, and the requirement of mediation under Section 9.K.1 above, all disputes and claims relating to this Agreement, the rights and obligations of the parties hereto, or any claims or causes of action relating to the performance of either party and/or the purchase of the franchise of goods and/or services by Area Developer will be settled by arbitration by the American Arbitration Association in Palm Harbor, Florida, or the current city and state where Franchisor's corporate headquarters are located at the time the arbitration is commenced. All disputes that are to be submitted to arbitration will be governed in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. Unless otherwise ordered by the arbitrator, the costs of the proceeding will be borne by the non-prevailing party. ANY SUCH ACTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CONSOLIDATED, COMMON, OR CLASS ACTION, AND YOU AND YOUR OWNERS WAIVE ANY AND ALL RIGHTS TO PROCEED ON A CONSOLIDATED, COMMON, OR CLASS BASIS.

3. Selection of Decision-Maker: The parties will select a single arbitrator from the panel provided by the American Arbitration Association to serve as the arbitrator for the arbitration proceeding.

4. Judgment Upon the Award: Judgment upon the award may be entered in any court having jurisdiction.

5. Injunctive Relief: Nothing herein contained will prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction, permanent injunction and/or other emergency relief to enjoin any harm or threat of harm to such party's tangible or intangible property, at any time, including, without limitation, prior to or during the pendency of any mediation or arbitration proceedings initiated hereunder.

6. Survival: This agreement to arbitrate will survive any termination or expiration of this Agreement.

L. Governing Law. Except to the extent governed by the Federal Arbitration Act as required hereby, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 *et. seq.*) or other Federal law, this Agreement, the Franchise and all claims arising from the relationship between us and you will be governed by the laws of Florida, without regard to its conflict of laws principles, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless jurisdictional requirements are met independently without reference to this Section.

M. Consent to Jurisdiction. Subject to Section 9.K, you and your owners agree that we may institute any action against you or your owners exclusively in any state or federal court of general jurisdiction in Florida, or the current state where Franchisor's corporate headquarters are located at the time the litigation is filed and you (and each owner) irrevocably submit to the jurisdiction of such courts and waive any objection you (or he or she) may have to either the jurisdiction of or venue in such courts. **ANY SUCH ACTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CONSOLIDATED, COMMON, OR CLASS ACTION, AND YOU AND YOUR OWNERS WAIVE ANY AND ALL RIGHTS TO PROCEED ON A CONSOLIDATED, COMMON, OR CLASS BASIS.**

N. Binding Effect. This Agreement is binding upon us and you and our respective executors, administrators, heirs, beneficiaries, assigns and successors in interest and may not be modified except by written agreement signed by you and us.

O. Construction. This Agreement and all exhibits to this Agreement constitute the agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

P. Withhold Approval. Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed or effected actions that require our approval.

Q. Headings. The headings of the several Sections hereof are for convenience only and do not define, limit or construe the contents of such Sections.

R. We, Us, Our. Unless expressed to the contrary, references in this Agreement to "we," "us" and "our," with respect to all of our rights and all of your obligations to us under this Agreement, will be deemed to include any of our affiliates with whom you deal. The term "affiliate," as used herein with respect to you or us, means any person or entity directly or indirectly owned or controlled by, under common control with or owning or controlling you or us. For purposes of this definition, "control" means the power to direct or cause the direction of management and policies.

S. Joint and Several Owners' Liability. If two (2) or more persons are at any time the owner of the Business hereunder, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. References to "owner" mean any person holding a direct or indirect, legal or beneficial ownership interest or voting rights in you (or a transferee of this Agreement and the Business or an interest in you), including, without limitation, any person who has a direct or indirect interest in you (or a transferee), this Agreement, the Franchise or the Business and any person who has any other legal or equitable interest, or the power to vest in himself any legal or equitable interest, in the revenue, profits, rights or assets.

T. **Waiver of Punitive Damages. Each of us waives any rights to claims of punitive, exemplary, multiple or consequential damages against the other in litigation or arbitration and agrees to be limited to the recovery of actual damages sustained; provided, nothing in the Section prevents us from seeking lost future profits.**

[SIGNATURE PAGE FOLLOWS]

The parties hereby sign and deliver this Agreement as of the Effective Date.

Each of the parties hereto acknowledges that he has read and understands this Agreement and consents to be bound by all of its terms and conditions.

AREA DEVELOPER:

AD Entity

By: ______________________________

Name: ____________________________

Title: _____________________________

COMPANY:

FAITH FRANCHISING COMPANY, LLC

By: ______________________________

Name: ____________________________

Title: _____________________________

As Individuals:

By: ______________________________

Name: ____________________________

By: ______________________________

Name: ____________________________

Exhibit A-1

Trade Area
Population Estimates

Initials______ Initials______

Exhibit A-2

Trade Area
Map

Initials______ Initials______

Exhibit B

Minimum Sales Requirements

EXHIBIT C
PERSONAL GUARANTEE

In consideration of the execution of the Area Developer Agreement by us, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Area Developer Agreement, to be paid, kept and performed by the Area Developer.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Area Developer Agreement, including but not limited to the non-compete provisions in subparagraph 7.D, and agree that this Personal Guarantee will be construed as though the undersigned and each of them executed an area developer agreement containing the identical terms and conditions of this Area Developer Agreement.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Area Developer or any other person; and (2) such liability will not be diminished, relieved or otherwise affected by Area Developer insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Area Developer Agreement, or the amendment or extension of the Area Developer Agreement with or without notice to the undersigned.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee will inure to the benefit of our successors and assigns.

AREA DEVELOPER: ____

DATE: ____

PERSONAL GUARANTORS:

______________________________	______________________________
Individually	Individually
______________________________	______________________________
Name	Name
______________________________	______________________________
Address	Address
______________________________	______________________________
City State Zip Code	City State Zip Code
______________________________	______________________________
Telephone	Telephone

EXHIBIT A-2

SAMPLE GENERAL RELEASE

SAMPLE GENERAL RELEASE

For and in consideration of the Agreements and covenants described below, Faith Franchising Company, LLC ("Franchisor") and ________________("Area Developer") enter into this General Release of Claims ("Agreement").

RECITALS

A. Franchisor and Area Developer entered into an Area Developer Agreement dated _______________________.

B. [Note: Describe the circumstances relating to the release.]

C. Subject to and as addressed with greater specificity in the terms and conditions set forth below, Franchisor and Area Developer now desire to settle any and all disputes that may exist between them relating to the Area Developer Agreement.

AGREEMENTS

1. **Consideration**. **[Note: Describe the consideration paid.]**

2-3. **[Note: Detail other terms and conditions of the release.]**

4. **Release of Claims by Franchisor.** In consideration of, and only upon full payment of $_____________ to Franchisor, and the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, Franchisor, for itself and for each of its affiliated corporations, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of its past and present directors, officers, employees, attorneys, agents, assigns and representatives does hereby release and forever discharge Area Developer and each of his heirs, executors, successors, and assigns of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorney's fees), complaints, judgments, executions, whether liquidated or unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, disclosed or undisclosed, related to the Area Developer Agreement. This release does not release Area Developer from any obligations it may have under this Agreement.

5. **Release of Claims by Area Developer.** In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, Area Developer, for itself and for each of his or her heirs, executors, administrators, insurers, attorneys, agents, representatives, successors, and assigns, does hereby release and forever discharge Franchisor and each of its respective affiliated corporations, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of their past and present directors, officers, employees, attorneys, agents, assigns and representatives in their capacities as such, of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorney's fees), complaints, charges, judgments, executions, whether liquidated or unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, related to the Area Developer Agreement.

6. **Reservation of Claims Against Non-Settling Parties.** Franchisor and Area Developer expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

8. **Voluntary Nature of Agreement.** The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

9. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced in accordance with the law of the state of __________.

10. **Attorneys' Fees.** All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

Dated: __________________

FAITH FRANCHISING COMPANY, LLC

By____
Its____

Dated: __________________

AREA DEVELOPER:

By____
Its____

EXHIBIT B

FINANCIAL STATEMENTS

Faith Franchising Company, LLC

Independent Auditor's Report and Financial Statements

December 31, 2025, 2024, and 2023

Faith Franchising Company, LLC
Contents
December 31, 2025, 2024, and 2023

Forvis Mazars, LLP
400 N. Ashley Drive, Suite 2540
Tampa, FL 33602
P 813.421.9299 | F 813.436.3405
forvismazars.us

Independent Auditor's Report

Board of Directors
Faith Franchising Company, LLC
Palm Harbor, Florida

Opinion

We have audited the accompanying financial statements of Faith Franchising Company, LLC (the "Company"), which comprise the balance sheets as of December 31, 2025, 2024, and 2023 and the related statements of operations, member's equity, and cash flows for the years ended December 31, 2025, 2024, and 2023 and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025, 2024, and 2023, and the results of its operations and its cash flows for the years ended December 31, 2025, 2024, and 2023, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 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 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.

Forvis Mazars, LLP

Tampa, Florida
March 17, 2026

Faith Franchising Company, LLC
Balance Sheets
December 31, 2025, 2024, and 2023

	2025	2024	2023
ASSETS			
Current Assets			
Cash	$ 3,252,710	$ 2,312,067	$ 2,161,193
Due from parent - advertising fund	538,365	287,059	229,971
Royalty receivable from OPBS	127,787	63,662	164,663
Prepaid expenses and other current assets	258,775	197,814	119,641
Total Current Assets	4,177,637	2,860,602	2,675,468
Furniture and equipment, net	196,808	108,412	61,353
Other long-term assets	2,312,128	1,882,362	2,270,470
Total Assets	$ 6,686,573	$ 4,851,376	$ 5,007,291
LIABILITIES AND MEMBER'S EQUITY			
Current Liabilities			
Accounts payable and accrued expenses	$ 1,065,078	$ 600,837	$ 518,937
Current portion of deferred revenue	117,928	117,928	121,063
Total Current Liabilities	1,183,006	718,765	640,000
Deferred Revenue - Long Term	404,742	490,738	515,325
Total Liabilities	1,587,748	1,209,503	1,155,325
Member's Equity	5,098,825	3,641,873	3,851,966
Total Liabilities and Member's Equity	$ 6,686,573	$ 4,851,376	$ 5,007,291

Faith Franchising Company, LLC
Statements of Operations
Years Ended December 31, 2025, 2024, and 2023

	2025	2024	2023
Revenues			
Royalty fees	$ 8,380,662	$ 7,944,789	$ 7,863,094
Processing and technology fees	1,339,729	1,244,710	1,159,664
Initial franchise fees	176,296	264,247	388,608
Advertising fund revenues	1,034,816	956,393	874,707
Other fees	214,313	238,770	319,485
Total Revenues	11,145,816	10,648,909	10,605,558
Expenses			
Area developers' shared royalty fees	1,092,032	992,423	1,266,726
Selling, general, and administrative expenses	6,092,585	5,241,731	5,441,172
Advertising fund expenses	724,804	952,264	1,058,443
Amortization	796,002	1,022,063	645,699
Impairment loss	73,017	-	-
Depreciation	28,845	7,568	10,763
Total Expenses	8,807,285	8,216,049	8,422,803
Operating Income	2,338,531	2,432,860	2,182,755
Other Income			
Interest income	52,839	-	-
Net Income	$ 2,391,370	$ 2,432,860	$ 2,182,755

Faith Franchising Company, LLC
Statements of Member's Equity
Years Ended December 31, 2025, 2024, and 2023

	Member's Capital	Retained Earnings	Total
Balance, December 31, 2022 (as Adjusted)	$ 43,000	$ 2,126,211	$ 2,169,211
Cash dividend paid	-	(500,000)	(500,000)
Net income (as adjusted)	-	2,182,755	2,182,755
Balance, December 31, 2023	43,000	3,808,966	3,851,966
Cash dividend paid	-	(2,642,953)	(2,642,953)
Net income	-	2,432,860	2,432,860
Balance, December 31, 2024	43,000	3,598,873	3,641,873
Capital contribution	-	25,265	25,265
Cash dividend paid	-	(959,683)	(959,683)
Net income	-	2,391,370	2,391,370
Balance, December 31, 2025	$ 43,000	$ 5,055,825	$ 5,098,825

Faith Franchising Company, LLC
Statements of Cash Flows
Years Ended December 31, 2025, 2024, and 2023

	2025	2024	2023
Operating Activities			
Net income	$ 2,391,370	$ 2,432,860	$ 2,182,755
Adjustment to reconcile net income to net cash provided by operating activities			
Amortization	968,084	1,194,500	801,958
Depreciation	28,845	7,568	10,763
Impairment loss	73,017	-	-
Change in			
Due from parent - advertising fund	(251,306)	(57,088)	175,145
Royalty receivable	(64,125)	101,001	(6,397)
Prepaid expenses and other current assets	(60,961)	(78,173)	81,641
Other long-term assets	(1,470,867)	(806,392)	(1,556,000)
Accounts payable and accrued expenses	464,241	81,900	9,981
Deferred revenue	(85,996)	(27,722)	2,142
Net Cash Provided by Operating Activities	1,992,302	2,848,454	1,701,988
Investing Activities			
Purchase of furniture and equipment	(91,976)	(54,627)	(61,808)
Net Cash Used in Investing Activities	(91,976)	(54,627)	(61,808)
Financing Activities			
Dividend payments	(959,683)	(2,642,953)	(500,000)
Net Cash Used in Financing Activities	(959,683)	(2,642,953)	(500,000)
Net Increase in Cash	940,643	150,874	1,140,180
Cash, Beginning of Year	2,312,067	2,161,193	1,021,013
Cash, End of Year	$ 3,252,710	$ 2,312,067	$ 2,161,193
Supplemental Disclosure of Noncash Investing and Financing Activities			
Non-cash capital contribution, transfer of fixed assets	$ 25,265	$ -	$ -

Note 1. Nature of Business and Summary of Significant Accounting Policies

Business Description and Organization

Faith Franchising Company, LLC (the "Company"), a wholly-owned subsidiary of Office Pride, LLC (the "Parent"), was established in the state of Indiana for the purpose of selling franchise rights to commercial cleaning services businesses.

The Company filed a Uniform Franchise Offering Circular with the state of Indiana and was authorized to sell franchises in Indiana as of December 22, 1995. By 2009, the Company was authorized to sell franchises in nearly all 50 states. Overall changes to operating franchisees are as follows:

	2025	2024	2023
Franchises operating, beginning of year	145	148	147
Franchises opened during the year	2	4	14
Franchises discontinued during the year	(5)	(7)	(13)
Franchises operating, end of year	142	145	148

Basis of Presentation

The accompanying consolidated financial statements are presented in accordance with accounting principles generally accepted in the United States ("GAAP") and present the consolidated statements of operations, changes in stockholders' equity, and cash flows for the Company for the years ended December 31, 2025, 2024 and 2023.

Use of Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Cash

The Company maintains cash balances at financial institutions that are insured by the Federal Deposit Insurance Corporation ("FDIC"). At times, cash balances may be in excess of FDIC insurance limits.

Royalty Receivable

Royalty receivable is stated at the amount of consideration from franchisees of which the Company has an unconditional right to receive. The Company considers all receivables, which are unsecured, to be collectible, and no provision for credit losses has been established as of December 31, 2025, 2024, and 2023. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the customer. Historically, the Company has not had a significant amount of write-offs.

The Company contracts with Office Pride Billing Service, LLC ("OPBS"), an entity owned by the Parent, to provide invoicing and collection service to franchisees' customers (See Note 5).

Furniture and Equipment

Furniture and equipment are initially recorded at cost or acquisition-date fair value, as applicable. Depreciation is recognized over estimated useful lives, which range from five to seven years. Expenditures for maintenance and repairs are charged to expense as incurred. Major improvements are capitalized. When an asset is sold or otherwise disposed of, the asset cost and related accumulated depreciation or amortization are removed from the accounts and any gain or loss is recognized.

The Company reviews the carrying value of furniture and equipment whenever events and circumstances indicate that the carrying value of the assets may be impaired. An impairment loss is recorded when it is determined that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition.

Long Term Assets

Long-term assets consist of area developers' prepaid royalties (Note 3), franchise incentives and deferred commissions (See Cost of Contracts below). Area developers' prepaid royalties are amortized over the remaining contractual life of terminated area development agreements.

Franchisees may be provided incentive allowances when they enter into a franchise agreement to help defray the cost of converting their existing operations to comply with the Company's format and designs. In the event the contract is terminated prior to the expiration date, the franchise agreement requires the franchisee to refund some of the cost based on the time elapsed and amounts specified in the agreement. These costs are considered a reduction in the transaction price and are therefore allocated as a reduction of the franchise fee revenues. Franchisee incentives are capitalized as other long-term assets on the balance sheets and are recognized on the straight-line basis over the term of franchise agreement, which is also the period of expected cash flows associated with the franchise agreement.

The Company pays commissions to brokers or area developers upon the signing of initial franchise agreements. Commissions are capitalized on the balance sheets and are amortized consistent with the pattern of transfer of good or service to which the asset relates, over the 10-year term of franchise agreements.

Valuation of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Management considers the undiscounted cash flow expected to be generated by the use of the asset and its eventual disposition to determine when, and if, impairment has occurred. Any write-downs due to impairment are charged to operations at the time the impairment is identified. The Company recognized impairment expense of $73,017 related to capitalized deferred commissions associated with terminated franchise agreements during the year ended December 31, 2025. There were no impairment charges recognized during the years ended December 31, 2024 and 2023.

Income Tax Status

The Company is a pass-through entity not subject to federal and state taxation at the entity level. Accordingly, the accompanying financial statements do not reflect a provision or liability for federal and state income taxes. The Company has determined that it does not have any material unrecognized tax benefits or obligations as of December 31, 2025.

Revenue Recognition

The Company accounts for revenue recognition in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic No. 606*, Revenue from Contracts with Customers*. ASC Topic No. 606 is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. ASC Topic No. 606 requires additional disclosure about the nature, amount, timing, and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract.

Franchise Revenue

Franchise revenue consists primarily of royalty fees, advertising fund revenues, initial franchise fees and processing and technology fees. The franchise arrangement between the Company as the franchisor and its franchisees as the customer requires the Company to perform various activities to support the brand, which represent the following primary performance obligations: transfer of the franchise license, pre-opening services and billing and collection services.

The intellectual property subject to the franchise license is symbolic intellectual property as it does not have significant standalone functionality, and substantially all of the utility is derived from its association with the Company's past or ongoing activities. The nature of the Company's promise in granting the franchise license is to provide the franchisee with access to the brand's symbolic intellectual property over the term of the license.

The Company has elected to account for the pre-opening services as a single distinct performance obligation in accordance with the practical expedient, Accounting Standards Update 2021-02, Franchisors - *Revenue from Contracts with Customers.*

The transaction price in a standard franchise arrangement consists of (a) initial franchise fees; (b) continuing franchise fees (royalties); (c) advertising fees; and (d) processing and technology fees and other. Transaction price is allocated to each performance obligation based on its standalone selling price.

The Company recognizes the primary components of the transaction price as follows:

- The portion of upfront franchise fees related to Pre-opening services is recognized as revenue when these services are performed, while the remaining portion is recognized as revenue ratably on a straight-line basis over the term of the franchise agreement. Remaining performance obligations are presented as deferred revenue in the accompanying balance sheets. Deferred revenue – long term is expected to be recognized as follows: $100,743 in 2027, $83,272 in 2028, $69,940 in 2029, $58,198 in 2030, and $92,589 thereafter.
- The Company is entitled to royalties, advertising fees, and processing and technology fees based on a percentage of the franchisees' sales. These fees are recognized when the franchisees' sales to the end customer occur, and collection is probable.

In evaluating advertising activity, the Company considers itself to be primarily responsible for fulfilling the promise to provide all the services specified in the contract, including advertising activities, which are not considered to be a separately distinct performance obligation in the context of providing the right to the symbolic intellectual property. Accordingly, revenues for advertising services are recognized by the Company when related sales to the end customer are provided by its franchisees. These revenues are presented as Advertising fund revenues, and expenses incurred to provide these services are presented as Advertising fund expenses in the accompanying statements of operations. The funds collected and held for the Advertising fund are managed by the Parent and are presented as Due from Parent - Advertising fund on the accompanying balance sheets.

Cost of Contracts

The Company often incurs sales commissions during the process of signing a new franchise agreement and records them in other assets. These costs are amortized over the life of the franchise agreement consistently with the pattern of transfer of service to which they relate.

Advertising Costs

Advertising costs are expensed as incurred and were immaterial in the years ended December 31, 2025, 2024, and 2023. These advertising costs are discretionary expenditures and are separate from the advertising fund expenses which totaled $724,804, $952,264, and $1,058,443 for the years ended December 31, 2025, 2024, and 2023, respectively.

Reclassifications

Certain reclassifications have been made to the 2024 and 2023 consolidated financial statements to conform to the 2025 financial statement presentation. These reclassifications had no impact on net earnings and relate to the presentation of non-cash amortization of deferred commissions and capitalized franchisee incentives within the consolidated statements of cash flows. Such amounts are now presented as amortization rather than as changes in the related balance sheet accounts.

Note 2. Furniture and Equipment

Furniture and equipment consisted of the following as of December 31:

	2025	2024	2023
Furniture and equipment	$ 260,295	$ 141,095	$ 90,031
Accumulated depreciation	(63,487)	(32,683)	(28,678)
Furniture and equipment, net	$ 196,808	$ 108,412	$ 61,353

Note 3. Area Development

Area developers pay a fee for the right to develop an exclusive territory for the Office Pride brand. They are involved in the recruitment of single-unit franchises and share in the franchise royalty fee. They also provide hands-on support to franchisees in their area. Because of the on-going support area developers provide to franchises, they receive a share of the royalty generated from franchisee revenues located within their exclusive territory. Royalties shared with area developers are presented as Area developers' shared royalty fees in accompanying statements of operations.

During the years ended December 31, 2025, 2024, and 2023, the Company prepaid shared royalties to developers to terminate such agreements. The area developers' prepaid royalties were capitalized as other long-term assets and will be amortized over the remaining contractual term stated in each agreement, if any. The Company had 7 area development agreements in place at December 31, 2025.

Note 4. Other Long-Term Assets

Other long-term assets were comprised of the following as of December 31:

	2025	2024	2023
Deferred commissions	$ 1,581,356	$ 1,634,374	$ 1,598,128
Area developers' prepaid royalties (Note 3)	4,270,945	2,844,000	2,144,000
Franchisee incentive	153,029	138,049	120,000
	6,005,330	4,616,423	3,862,128
Accumulated amortization	(3,693,202)	(2,734,061)	(1,591,658)
Other long-term assets, net	$ 2,312,128	$ 1,882,362	$ 2,270,470

The Company paid $20,000, $90,000, and $256,000 of commissions to brokers and area developers in the years ended December 31, 2025, 2024, and 2023, respectively. The amortization expense related to commissions amounted to $148,159, $160,437, and $144,259 for the years ended December 31, 2025, 2024, and 2023, respectively, and is recorded under selling, general, and administrative expenses in the statements of operations.

Amortization expense of the area developers' prepaid royalties totaled $796,002, $1,022,063, and $645,699 for the years ended December 31, 2025, 2024, and 2023, respectively, and is recorded under amortization in the accompanying statements of operations.

The Company capitalized $14,980, $18,049, and $0 of customer incentive payments and amortized $17,695, $12,000, and $12,000 against royalty revenue during the years ended December 31, 2025, 2024, and 2023, respectively.

Future amortization expense is as follows:

	Selling, General, and Administrative Expenses	Amortization	Royalty Fees	Total
2026	$ 139,793	$ 1,236,853	$ 18,834	$ 1,395,480
2027	114,363	266,690	18,834	399,887
2028	87,800	114,157	18,834	220,791
2029	72,888	-	18,834	91,722
2030	63,725	-	12,000	75,725
Thereafter	107,525	-	20,998	128,523
	$ 586,094	$ 1,617,700	$ 108,334	$ 2,312,128

Note 5. Related Party Transactions

The Parent has three wholly-owned subsidiaries: the Company, OPBS, and Office Pride M&A Holdings, LLC ("M&A"). The Parent is closely held, and transactions occur between the entities as described below.

Parent and Subsidiaries

The Parent provides personnel, management, and administrative services to the Company. In addition, the Parent has purchased a master insurance policy that includes the insuring of the Company. The Parent invoices the Company monthly for the use of the Parent's management and operating staff, insurance, benefits, and use of office space. The Parent also reimburses the Company for any shared expenses paid by the Company and records these as selling, general and administrative expenses in the accompanying statements of operations. The Parent also collects and retains cash related to Advertising fund revenue, which is presented as Due from parent – Advertising fund on the accompanying balance sheets.

OPBS provides customer invoicing and collection services for the Company's franchisees. OPBS also remits royalties based on amounts collected from franchisees' customers to the Company on a recurring basis.

	2025	2024	2023
Parent transactions			
Management fees	$ 3,169,667	$ 2,746,030	$ 2,524,040
Medical insurance	120,000	120,000	120,000
Rent	96,000	96,000	96,000
General insurance	24,000	24,000	24,000
Reimbursements	(690)	-	(2,338)
Total Parent	3,408,977	2,986,030	2,751,691
OPBS transactions			
Billing expenses	839,397	865,160	828,424
Total management, administrative, and billing service fees	$ 4,248,374	$ 3,851,190	$ 3,580,115

The following amounts are outstanding at December 31:

	2025	2024	2023
Due from Parent – advertising fund	$ 538,365	$ 287,059	$ 229,971
Royalty receivables from OPBS	$ 127,787	$ 63,662	$ 164,663

Office Pride M&A Holdings, LLC (M&A)

In 2022, the Parent established M&A exclusively to assist with the transition of franchisees between owners. This subsidiary purchases franchises that are trying to sell, temporarily operates them, and eventually plans to sell them to new ownership. During the tenure of these purchased franchises, royalty fees continue to be paid to the Company. The following table summarizes royalties collected from franchises owned by M&A during the years ended December 31:

	2025	2024	2023
Royalties and other fees received from franchises owned by M&A	$ 42,954	$ 187,992	$ 248,865

Note 6. Distributions and Capital Contributions

The Board of Directors may, from time to time, distribute capital surplus of the Company. During the years ended December 31, 2025, 2024, and 2023, the Company distributed to the Parent $959,683, $2,642,953, and $500,000, respectively.

During the year ended December 31, 2025, the Company received fixed assets from the Parent as a capital contribution. The transfer was recognized as a non-cash transaction and classified as a capital contribution in the statements of member's equity. No cash was exchanged in connection with this transaction. The assets were recorded at their carrying value in the Parent's books at the date of transfer.

Note 7. Subsequent Events

The Company has evaluated the effect subsequent events would have on the financial statements through March 17, 2026, which is the date the financial statements were available to be issued.

Office Pride
Balance Sheet

As of Date:	05/31/2026
Location:	Faith Franchising Company, LLC

	Month Ending 05/31/2026
Assets	
Current Assets	
Cash and Cash Equivalents	1,821,600.88
Accounts Receivable, Net	248,055.63
Prepaid Expenses	188,420.70
Total Current Assets	2,258,077.21
Fixed Assets, Net	
Fixed Assets	206,752.93
Total Fixed Assets, Net	206,752.93
Other Assets	
Other Assets	2,841,115.48
Total Other Assets	2,841,115.48
Total Assets	**$ 5,305,945.62**
Liabilities and Equity	
Current Liabilities	
Accounts Payable	299,311.88
Other Current Liabilities	554,423.74
Total Current Liabilities	853,735.62
Stockholders Equity	
Common Stock	(2,719,205.41)
Retained Earnings	7,042,933.47
Net Income (Loss)	128,481.94
Total Stockholders Equity	4,452,210.00
Total Liabilities and Equity	**$ 5,305,945.62**

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THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Office Pride
Profit and Loss

As of Date:	05/31/2026
Location:	Faith Franchising Company, LLC

	Year Ending 12/31/2026
Revenue	
Revenue - Other	5,369,279.98
Total Revenue	5,369,279.98
Cost of Revenue	
Cost of Goods Sold	771,234.47
Total Cost of Revenue	771,234.47
Gross Profit	4,598,045.51
Operating Expenses	
General and Administrative Expenses	147,251.68
Depreciation and Amortization Expense	563,468.35
Payroll and Related Expenses	2,006,014.30
Utilities and Facilities	48,500.00
Operating and Maintenance Expenses	479,506.34
Management Fees	442,029.62
Taxes and Insurance	78,000.00
Total Operating Expenses	3,764,770.29
Other Income (Expense)	
Other Expenses	19,775.28
Total Other Income (Expense)	19,775.28
Net Income (Loss)	**$ 853,050.50**

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

EXHIBIT C
FAITH FRANCHISING COMPANY, LLC
AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS

CALIFORNIA
Commissioner of Financial Protection & Innovation
Department of Financial Protection & Innovation
State of California
320 West 4th Street, Suite 750
Los Angeles, California 90013
Telephone: 1-866-275-2677

HAWAII
Department of Commerce and Consumer Affairs
Business Registration Division
King Kalakaua Building
335 Merchant Street
Room 203
Honolulu, Hawaii 96813

ILLINOIS
Attorney General State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA
Agent for Service of Process
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

State Administrator
Securities Commissioner
Indiana Securities Division
302 West Washington, Room E-111
Indianapolis, Indiana 46204

MARYLAND
Agent to Receive Process
Securities Commissioner
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020
State Authority
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202

MICHIGAN
Michigan Department of Attorney General
Consumer Protection Division
Attention: Franchise Section
G. Mennen Williams Building, First Floor
525 West Ottawa Street
Lansing, Michigan 48933

MINNESOTA
Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East
Suite 280
St. Paul, Minnesota 55101

NEW YORK
Agent to Receive Process
Attn: New York Secretary of State
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Fl.
Albany, New York 12231

State Administrator
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

NORTH DAKOTA
North Dakota Insurance & Securities Department
600 East Boulevard Ave., Dept. 401
Bismarck, North Dakota 58505
Telephone: (701) 328-2910

RHODE ISLAND
Rhode Island Department of Business Regulation
Securities Section
1511 Pontiac Avenue
John O. Pastore Center
Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA
Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, South Dakota 57501

VIRGINIA
Agent to Receive Process
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

State Administrator
State Corporation Commission
Division of Securities and Retail Franchise
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

WASHINGTON
State Administrator
Director of Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501

Agent for Service of Process
Securities Division
Department of Financial Institutions
PO Box 41200
Olympia, Washington 98504-1200

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705

EXHIBIT D

AD METHODS OF OPERATIONS - TABLE OF CONTENTS

Table of Contents

EXHIBIT E

LOCATIONS DIRECTORY
(As of December 31, 2025)

Area Development	Owner	Operating State	Owner Phone	Address	City	State	Zip
OPAD JAX, INC.	Sonya L. and Mark A. Charles	FL	850-470-9041	4669 Blue Ribbon Drive	Milton	FL	32583
OPAD PENSACOLA, INC.	Sonya L. and Mark A. Charles	FL	850-470-9041	4669 Blue Ribbon Drive	Milton	FL	32583
OPAD MOBILE, INC.	Sonya L. and Mark A. Charles	AL	850-470-9041	4669 Blue Ribbon Drive	Milton	FL	32583
Grace Area Development, Inc.	Julie A. and Dennis E. Hirschauer	IN	317-512-2923	675 Brent Woods Drive	Shelbyville	IN	46176
OP by Sun Cross, LLC – Virginia Beach, VA	Valerie L. and Todd N. Jones	VA	757-675-6157	340 Cleveland Place, Suite A	Virginia Beach	VA	23462
OP by Sun Cross, LLC – Richmond, VA	Valerie L. and Todd N. Jones	VA	757-675-6157	340 Cleveland Place, Suite A	Virginia Beach	VA	23462
OP by Sun Cross, LLC – Roanoke-Lynchburg	Valerie L. and Todd N. Jones	VA	757-675-6157	340 Cleveland Place, Suite A	Virginia Beach	VA	23462

Area Developers who have had an outlet terminated, cancelled, not renewed or have otherwise voluntarily or involuntarily ceased to do business under an area developer agreement during our last fiscal year or have not communicated with us within 10 weeks of the date of this Disclosure Document:

Area Development	Owner	Operating State	Owner Phone	Address	City	State	Zip
Stein Enterprises, Inc.	Stella and David Stein	TX	903-372-9699	5807 Regents Row	Tyler	TX	75703
Master's Touch Janitorial, Inc.	Kristina and Mitch Lareau	CA	559-651-1105	1017 N Rossmoor St	Visalia	CA	93291

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

AREA DEVELOPER AGREEMENTS SIGNED, BUT NOT YET OPENED

N/A

EXHIBIT F

DISCLOSURE DOCUMENT ADDENDA AND AREA DEVELOPER AGREEMENT ADDENDA

RIDER TO STATE ADDENDUM
TO OFFICE PRIDE®
FRANCHISE DISCLOSURE DOCUMENT AND AREA DEVELOPER AGREEMENT

FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN

This Rider to State Addendum to OFFICE PRIDE® Franchise Disclosure Document ("FDD") and Area Developer Agreement is entered into by and between Faith Franchising Company, LLC, 3450 East Lake Road, Suite 200, Palm Harbor, ("we" or "us") and ____________________________________ ("you").

A. This Rider is being signed because you are a resident of one of the states listed in the heading of this Rider (the "Applicable Franchise Registration State") or a non-resident who is acquiring franchise rights permitting the location of an **OFFICE PRIDE** BUSINESS in the Applicable Franchise Registration State.

B. We and you have contemporaneously herewith entered into an Area Developer Agreement (the "Agreement") and wish to amend the FDD and Agreement as provided herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the FDD and Agreement is hereby amended as follows:

1. The following language is hereby added to the end of the FDD and Agreement: "No statement, questionnaire, or acknowledgment signed or agreed to by an Area Developer 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."

2. Except as provided in this Rider, the Agreement remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

FRANCHISOR:	**AREA DEVELOPER**:
Faith Franchising Company, LLC	
Signature: ______________________________	Signature: ______________________________
Name: _________________________________	Name: _________________________________
Title: _________________________________	Title: _________________________________
Date: _________________________________	Date: _________________________________

EXHIBIT G
STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: Indiana.

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

STATE	EFFECTIVE DATE
INDIANA:	[PENDING]

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

This Disclosure Document summarizes certain provisions of the Area Development Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Faith Franchising Company, LLC offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale.

Iowa and New York require that Faith Franchising Company, LLC gives you this Disclosure Document at the earlier of the first personal meeting or 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.

Michigan requires that Faith Franchising Company, LLC gives you this Disclosure Document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Faith Franchising Company, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit C.

The franchisor is Faith Franchising Company, LLC, 3450 East Lake Road, Suite 200, Palm Harbor, Florida 34685. Its telephone number is (727) 754-5990.

Issuance Date: July 16, 2026

The name, principal business address and telephone number of each franchise seller offering the franchise:

____

____

Faith Franchising Company, Inc. authorizes the respective state agencies identified on Exhibit C and the agent for service of process identified in Item 1 to receive service of process for it.

I have received a Franchise Disclosure Document dated July 16, 2026. This Disclosure Document included the following Exhibits: A-1 - Area Developer Agreement; A-2 - Sample General Release; B - Financial Statements; C - Agents for Service of Process and State Administrators; D - AD Methods of Operations – Table of Contents; E - Area Developers; F - Disclosure Document Addenda and Area Developer Agreement Addenda; and G – State Effective Dates.

Date: ____________________	Signed: ____________________
	Print Name: ____________________
	Address: ____________________
	City: ____________ State ________
	Phone ( ) ____________ Zip ________
Date: ____________________	Signed: ____________________
	Print Name: ____________________
	Address: ____________________
	City: ____________ State ________
	Phone ( ) ____________ Zip ________

Copy for Area Developer

RECEIPT

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Date: ____________________	Signed: ____________________
	Print Name: ____________________
	Address: ____________________
	City: __________ State _______
	Phone ( ) __________ Zip _______
Date: ____________________	Signed: ____________________
	Print Name: ____________________
	Address: ____________________
	City: __________ State _______
	Phone ( ) __________ Zip _______

Copy for Faith Franchising Company, LLC