FRANCHISE DISCLOSURE DOCUMENT

OMEX INTERNATIONAL, INC.
(A Pennsylvania Corporation)
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OMEX INTERNATIONAL, INC. offers franchises for the establishment, development and operation of businesses, which provide professional cleaning services specializing in commercial accounts and providing related services to commercial customers.

The total investment necessary to begin operation of an OMEX franchise is $52,400 to $82,600. This includes $29,000 to $39,000 that must be paid to the Franchisor.

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

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 OMEX International, Inc. at 205 House Avenue, Camp Hill, PA 17011, (717) 737-7311, or gboarman@omexcorp.com.

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

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

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

The issuance date of this Disclosure Document is November 22, 2022.

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, cost, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's discretion. 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?	Exhibit A 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 OMEX business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an OMEX franchisee?	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

2. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Pennsylvania. 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 Pennsylvania than in your own state.

3. **Hazardous Materials and Chemicals.** There are certain risks and health hazards that may be associated with the handling of hazardous materials and chemicals. The use of certain hazardous materials and/or chemicals is an integral part of the franchised business.

4. **Other Risks.** There may be other risks concerning the franchise.

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

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APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT F.

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

To simplify the language in this Disclosure Document, "OMEX" means OMEX INTERNATIONAL, INC., the franchisor. "You" means the person or entity who buys the franchise and shall include all partners of the entity, if the entity is a partnership, and all shareholders, officers and directors of the entity, if the entity is a corporation. OMEX was incorporated in the State of Pennsylvania on November 15, 1990. OMEX's principal place of business and business address is 205 House Avenue, Camp Hill, Pennsylvania, 17011. OMEX does not do business under another name. OMEX has no predecessors.

OMEX's affiliate, Task Masters, Inc. d/b/a OMEX, was incorporated on June 28, 1983, although it commenced operations as a sole proprietorship in 1979, in the state of Pennsylvania. The principal business address of Task Masters, Inc. is 205 House Avenue, Camp Hill, Pennsylvania, 17011. OMEX's affiliate operates a business offering services similar to those to be offered by the Franchised Business as defined below. OMEX's affiliate does business under the name OMEX INTERNATIONAL, INC., in connection with the franchises offered by this Disclosure Document. OMEX's affiliate has no predecessors.

OMEX's affiliate, Revivex, Inc. d/b/a OMEX, was incorporated on September 17, 1996 in the state of Pennsylvania. The principal business address of Revivex, Inc. is 205 House Avenue, Camp Hill, Pennsylvania, 17011. OMEX's affiliate is not currently an active corporation. In the past, OMEX's affiliate has done business under the name OMEX, in connection with the franchises offered by this Disclosure Document. OMEX's affiliate has no predecessors.

OMEX's agents for service of process are listed in Exhibit E.

OMEX offers to qualified individuals, partnerships, corporations or other entities a franchise granting the right to establish and operate one Franchised Business within a specific geographic area ("Area of Primary Responsibility") under the marks "OMEX OFFICE MAINTENANCE EXPERTS and Design®" and "OMEX®", and associated logos and marks ("Marks"). OMEX provides services to franchisees as described in Item 11 of this Disclosure Document. The franchisees operate as independent contractors.

The OMEX Franchised Business ("Franchised Business") provides professional cleaning services to commercial customers. You will operate pursuant to a unique system ("System"), developed by OMEX and OMEX's affiliate. The characteristics of the System include exclusively designed signage; approved equipment, solvents, chemicals and materials; procedures and techniques for providing professional cleaning services and related services; the OMEX Confidential Operations Manual; the OMEX Trademarked Product Lines, uniform operating methods, procedures and techniques; other confidential operations procedures, and methods and techniques for inventory and cost controls, record keeping and reporting, personnel management, purchasing, sales promotion, marketing and advertising; all of which may be changed, improved and further developed by OMEX. There are no regulations specific to the professional cleaning industry. The use of certain hazardous materials and/or chemicals is an integral part of the franchised business.

OMEX believes the market for professional cleaning services is established. You will offer your services to and will serve commercial owners, managers and tenants of commercial office buildings. You will compete with other businesses providing professional cleaning services and others in the contract cleaning service industry.

OMEX's affiliate, Task Masters, Inc., has operated a business similar to the one franchised hereunder since 1979. OMEX has never conducted a business similar to the Franchised Business. OMEX has offered OMEX franchises from 1991 to the present time. A list of franchisees is described in Item 20, and attached as Exhibit F. OMEX has not offered franchises for other lines of business in this state or elsewhere. OMEX's affiliate, Revivex Inc., conducted a business similar to the one franchised hereunder from September 17, 1996, until December 31, 2000. Revivex, Inc. and Task Masters, Inc. have never offered franchises similar to the one franchised hereunder or in any other line of business.

2. BUSINESS EXPERIENCE

President/Chief Executive Officer: Gerald Boarman, II

From November, 1991 to the present, Mr. Boarman has served as President and Chief Executive Officer of OMEX, located in Camp Hill, Pennsylvania. From June, 1979 to the present, he has served as President and Chief Executive Officer of OMEX's affiliate, Task Masters, Inc. in Camp Hill, Pennsylvania (d/b/a OMEX since August 8, 1989).

Vice President of Operations: Deborah J. Casey

Ms. Casey has served as Vice President of Operations for OMEX, located in Camp Hill, Pennsylvania, from December 31, 1990 to the present. From June 6, 1984 to the present she has worked for Task Masters, Inc. (d/b/a OMEX since August 8, 1989) in the positions of Supervisor, Operations Manager, and (currently) Vice President of Operations.

Vice President of Business Development: Steven D. Thomas

Mr. Thomas has served as Vice President of Business Development from October 1995 to the present and as Director of Sales and Marketing for OMEX, located in Camp Hill, Pennsylvania, from October 1993 to October 1995. From March 1992 to the present, he has served as Account Executive for OMEX. From October 1990 to the present, he has served as Account Executive for OMEX. From October 1990 to the present, he has served as Account Executive for OMEX's affiliate, Task Masters, Inc. (d/b/a OMEX since August 8, 1989).

3. LITIGATION

No litigation is required to be disclosed in this Disclosure Document.

4. BANKRUPTCY

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

5. INITIAL FEES

Upon execution of the Franchise Agreement, you shall pay to OMEX an Initial Franchise Fee, based upon the population in your Area of Primary Responsibility (Exhibit "A"), as follows:

Population	Franchise Fee	Grand Opening Adv. Fee	Total Initial Fee
Less than 750,000	$25,000.00	$4,000	$29,000.00
750,000-1,000,000	$30,000.00	$4,000	$34,000.00
1,000,001 or more	$35,000.00	$4,000	$39,000.00

You are required to pay the Initial Franchise Fee to OMEX before the business opens. The Initial Franchise Fee must be paid when you sign the Franchise Agreement, even if OMEX has not approved you as a franchisee. The Initial Franchise Fee is fully earned upon execution of the Franchise Agreement. (Section I.D.*)

You are also required to pay the Grand Opening Advertising Fee of $4,000.00 before the business opens. The Grand Opening Advertising Fee must be paid when you sign the Franchise Agreement, even if OMEX has not approved you as a franchisee. The $4,000.00 Grand Opening Advertising Fee is not refundable.

The Initial Franchise Fee is uniform as to all franchisees. The Initial Franchise Fee is non-refundable in whole or in part under any circumstances except as provided below.

You and your designated manager, if applicable, are required to submit to OMEX all data as to your (and your manager's) personal abilities, aptitudes and financial qualifications as required by OMEX. OMEX shall have 15 business days to evaluate the data, and then may elect to cancel in writing the Franchise Agreement within that time, refunding all monies paid to OMEX under the terms of the Franchise Agreement, less expenses incurred by OMEX; provided that you shall not be required to pay OMEX's expenses of more than One Thousand Dollars ($1,000.00). (Section I.F.)

If OMEX determines, in its sole discretion, that either you or your designated manager is unable to satisfactorily complete OMEX's initial training program, OMEX may terminate the Franchise Agreement. If OMEX elects at that time to terminate your franchise you must reimburse OMEX for any expenses incurred by OMEX, not to exceed One Thousand Dollars ($1,000), provided that your training has not yet commenced. If you are terminated during your training or after your training is complete, you must reimburse OMEX for any expenses incurred by OMEX, not to exceed Three Thousand Dollars ($3,000).

Upon termination of the Franchise Agreement and OMEX's return of the Initial Franchise Fee, less OMEX's expenses, OMEX will be fully and forever released from any claims or causes of action you may have under the Franchise Agreement and you will have no further right, title or interest in the Marks or the System. You will remain bound by all provisions regarding confidential information as provided in Paragraph VII and VIII of the Franchise Agreement. Upon termination of the Franchise Agreement, you forfeit all leads for prospective customers and accounts procured through initial marketing efforts and/or Grand Opening Advertising conducted by OMEX and you under the Franchise Agreement. (Section V.C.)

* All citations of Section and Page numbers throughout this Disclosure Document are referenced to the Franchise Agreement, attached hereto as Exhibit B, unless otherwise noted.

6. OTHER FEES

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Continuing Services and Royalty Fee[1]	4% of Gross Receipts[2]	On the 10th and 20th of each month.	See Notes 2 and 3.
Advertising and Development Fund[1, 4]	Up to 1% of Gross Receipts	On the 10th of each month.	See Note 4.
Grand Opening Advertising Fee[1]	$4,000	$4,000 payable to OMEX prior to the initial training.	See Note 5.
Monthly Advertising[1]	1.5% of Gross Receipts up to $1,000 maximum.	As incurred per month	See Note 6.
Late Payments[1]	1.5% per month	As incurred	See Note 7.
Transfer Fees[1]	50% of the then current individual start-up franchise fee.	As incurred	See Note 8.
Expenses Incurred in Training and Refresher Courses[1]	No specified amount	As incurred	See Note 9.
OMEX Trademarked Products Lines	OMEX's cost plus reasonable markup	At time of purchase	See Note 10.
Supplies/Supplier Approved	Reasonable cost of inspection	At time of inspection	See Note 11.
Operation of Franchise in Event of Default[1]	$500 per day	Weekly after service provided	See Note 12.
Miscellaneous Fees[1]	No specified amount	As incurred	See Note 13.
Expenses Incurred by OMEX in Evaluating Franchise[1]	No greater than $1,000	After termination by OMEX	See Note 14.
Certified Public Accountant Expenses	No specified amount	As incurred	See Note 15.

NOTES

[1] All fees are imposed by, collected and are payable only to OMEX. All fees are nonrefundable. All fees are uniformly imposed.

[2] Gross Receipts are the total of all actual receipts derived from the sale of all professional cleaning services and any other services or products to your customers, whether or not sold or

performed at or from Franchised Business, less sales, use or service taxes collected and paid to the appropriate taxing authority, and customer refunds and adjustments. (Section XI.A.2.)

The minimum amount of Continuing Services and Royalty Fee payments due shall be as follows: $250.00 per month after the sixth month during the first year of the contract; $500.00 per month during the second year of the contract; and $750.00 per month thereafter. (Section XI.B.)

[3] Continuing Services and Royalty Fees are due on the 20th of each month for Gross Receipts for the 1st through 15th of that month, and on the 10th of each month for Gross Receipts for the 16th through the end of each prior month. We may elect to collect your Royalty Fee via Electronic Funds Transfer ("EFT"). A fee of $100 per occurrence for returned checks or insufficient EFT funds may be charged.

[4] The Advertising and Development Fund has not yet been created, but OMEX may create the Fund. Payments to the Fund are due on the 10th of each month for Gross Receipts for the prior month. (Section X.B.). If an Advertising and Development Fund is created, you may request an annual accounting of OMEX's Advertising and Development Fund by submitting a written request to the Director of Franchising at 205 House Avenue, Camp Hill, Pennsylvania 17011. We may elect to collect your payments to the Fund via EFT. A fee of $100 per occurrence for returned checks or insufficient EFT funds may be charged.

[5] Prior to or at the initial training program, you shall pay OMEX $4,000 for grand opening advertising including telemarketing, mailings, newspaper, direct mail, advertising or promotional items through other media. If you fail to satisfactorily complete the initial training program, you shall forfeit the $4,000 and any leads generated through grand opening advertising. (Section X.E.)

[6] You must spend a minimum of one and one-half percent (1.5%) of Gross Receipts or One Thousand Dollars ($1,000.00), whichever is less, per month on local advertising, mailing, public relations, direct mail and promotion. Those expenditures are made directly by you subject to the approval and direction by OMEX or OMEX's designated advertising agency. On or before the tenth of each month, you must furnish to OMEX, in a manner approved by OMEX, an accurate accounting of the previous month's expenditures on local advertising and promotion. Your contributions for local advertising and promotion shall be in addition to your required contributions for Fund advertising and telephone directory advertising. (Section X.D.)

[7] The lower of 1.5% per month or the highest applicable legal rate for open account business credit allowed by law from the date the payment was due. OMEX has the sole discretion to apply any of your payments to any of your past due indebtedness for Continuing Services and Royalty Fees, advertising contributions to the Fund, purchases from OMEX and its affiliates, interest or any other indebtedness. However, OMEX is not obligated to accept any payments after same are due, extend credit or otherwise finance your operation of the Franchised Business. (Section XI.C.)

[8] The transfer fee is for the training, supervision, administrative costs, overhead, counsel fees, accounting and other OMEX expenses for the transfer of the franchise. The transfer fee does not apply to transfers from you to a corporation where you remain the majority shareholder of such corporation or to the heirs, beneficiaries, legal successors or devises if you become deceased or incapacitated. (Section XIX.B.3)

[9] You must attend (and up to three designates of yours may attend) a training and familiarization course of approximately five days in duration to be conducted at OMEX's headquarters or other OMEX designated facility. The cost of initial training is included in the initial franchise fee; however, you are responsible for all expenses incurred in attending such program including, travel, room and board expenses, and your employees' salaries. (Section V.A.)

If you designate new or additional managers after the initial training program, OMEX will provide training to the new managers to the extent that OMEX can reasonably accommodate the managers in OMEX's regularly scheduled training course. OMEX will provide this training at its then-current fee. Currently, OMEX charges a fee of $250.00 per person per day for training. In addition, you are responsible for all expenses incurred by your employees in attending the training. In no event will OMEX be under any obligation to provide individual training to your managers. (Section V.D.)

OMEX may provide refresher training programs or seminars to be conducted at OMEX's headquarters or such other location designated by OMEX at your expense. Attendance will not be required more than twice a year nor exceed four business days in duration. (Section V.E.)

[10] You must maintain an inventory of OMEX Trademarked Product Lines, unless you propose using a different product line and your proposed product line is approved by OMEX, as further described in Item 8 of this Disclosure Document. (Section XIII.F.)

[11] If you propose to use in the operation of the Franchised Business any brand of product or other material or supply which is not then approved by OMEX as meeting its minimum specifications and quality standards, or to purchase any from a supplier that is not then designated by OMEX as an approved supplier, you must first notify OMEX and, upon request by OMEX submit samples and other information as OMEX requires for examination and/or testing or to otherwise determine whether the equipment, product, material or supply, or such proposed supplier, meets its specifications and quality standards. A charge not to exceed the reasonable cost of the inspection and evaluation and the actual cost of testing may be made by OMEX and must be paid by you or the supplier. (Section XIII.H.)

[12] If OMEX (or a representative of OMEX) operates your business as a result of your failure to cure a default within 20 business days after receipt of the "Notice to Cure", you shall pay to OMEX a fee equal to not more than $500.00 per day plus all expenses incurred for said operation of your Franchised Business. Additionally, you indemnify and hold OMEX and its representatives harmless for any claims, arising from OMEX's or its representative's operation of the Franchised Business. (Section XVII.E.)

[13] OMEX may change or modify the System and you must make expenditures as those changes or modifications in the System may require. (Section IX.A.)

You must reimburse OMEX for any expenses incurred by OMEX to enforce any of your obligations under the Franchise Agreement or to defend any claim, demand, action or proceeding brought against OMEX or based on your failure to perform your obligations under the Franchise Agreement. (Section XXV.)

If developed, you must participate in the OMEX Regional Advisory Council ("Council") and participate in all Council programs approved by OMEX for your particular Council. You are required to pay your own expenses in belonging to the Council. Any assessments paid pursuant

to the Council are in addition to any required advertising expenditures under to Paragraph X of the Franchise Agreement. (Section XIII.L.)

If a franchisee generates and services an account in another franchisee's Area of Primary Responsibility, the franchisee who does the work shall be required to pay the franchisee in whose territory the work is performed 5% of the Gross Receipts from that account each time it services the account unless otherwise mutually agreed upon between the franchisees involved. This does not apply to customers within franchisee's Area of Primary Responsibility who were serviced by another franchisee prior to the sale of the franchise. Franchisees may negotiate agreements among themselves for the sharing of accounts, which are located in each other's Area of Primary Responsibility. (Section I.E.)

OMEX may develop proprietary software for conducting computerized lead tracking, bidding, work scheduling and accounting and related activities ("OMEX Proprietary Software Program"). You shall comply with all specifications and standards prescribed by Franchisor regarding the OMEX Proprietary Software Program as provided from time to time in the Confidential Operations Manual. This unique software shall be implemented at Franchisor's discretion into the franchising system. The software will be proprietary to Franchisor and confidential information of Franchisor; therefore, you shall only utilize the software program as prescribed by Franchisor. Franchisor or its designee shall license such software to you at the then-current fees published by Franchisor in the Confidential Operations Manual. (Section XIII.S.)

[14] OMEX has fifteen (15) business days to evaluate all data, which you provide regarding your personal abilities and financial information. If OMEX elects at that time to terminate your franchise, you must reimburse OMEX for any expenses incurred by OMEX, not to exceed One Thousand Dollars ($1,000.00). (Section 1.F), provided that your training has not yet commenced. If you are terminated during your training or after your training is complete, you must reimburse OMEX for any expenses incurred by OMEX, not to exceed Three Thousand Dollars ($3,000).

[15] Franchisee shall establish and maintain a bookkeeping, accounting and record keeping system conforming to the requirements prescribed by Franchisor, including, without limitation, the use and retention of customer invoices, payroll records, check stubs, sales tax records and returns, cash receipts and disbursements, journals and general ledgers. Franchisee may only engage the services of an independent certified public accountant in preparation of its books and records.

Franchisee will supply to Franchisor on or before the fifteenth (15th) day of each calendar quarter, in the form approved by Franchisor, a profit and loss statement and balance sheet for the last preceding calendar quarter. Additionally, Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each fiscal year during the term of this Agreement, a profit and loss statement for such fiscal year and a balance sheet as of the last day of such fiscal year, prepared by an independent certified public accountant on an accrual basis including all adjustments necessary for fair presentation of the financial statements. Such financial statements will be certified to be true and correct by Franchisee. Franchisee shall submit to Franchisor annual financial statements, prepared in accordance with generally accepted accounting practices, reviewed or audited by an independent certified public accountant. (Section XII.A and XII.B)

7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Name of Expenditure	Actual or Estimated Amounts	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee[1]	$25,000 – 35,000	Lump Sum	When Franchisee signs Franchise Agreement	OMEX
Equipment[2]	3,000 -4,000	As Arranged	As Arranged	Approved Suppliers
Insurance[3]	1,500	As Arranged	As Arranged	Insurance Company
Training[4]	750 -2,000	As Incurred	As Arranged	Transportation Lines, Hotels and Restaurants
Office Furniture, Equipment, Supplies[5]	2,000 -5,000	As Arranged	As Incurred	Approved Suppliers
Vehicles[6]	1,400 -1,600	As Arranged	As Arranged	Franchisee Determines
Real Estate/Rent[7]	2,250 -3,000	As Arranged	As Arranged	Lessor
Lease and Utility Security Deposits[8]	1,000 -1,500	As Arranged	As Arranged	Lessor Utility Companies
Initial Inventory[9]	1,500 -2,000	As Arranged	As Arranged	Approved Suppliers
Signage[10]	0 - 500	As Arranged	As Arranged	Approved Suppliers
Grand Opening Advertising Fee	4,000	Lump Sum	When Franchisee Signs Franchise Agreement	Franchisor
Leasehold Improvements	0 -2,000	As Arranged	As Arranged	Contractors
Legal/ Accounting	1,000 -1,500	As Arranged	As Arranged	Franchisee Determines
Software[11]	1,000	As Arranged	As Arranged	OMEX/Designated Suppliers

Name of Expenditure	Actual or Estimated Amounts	Method of Payment	When Due	To Whom Payment is to be Made
Additional Funds[12] 3 months	8,000 -18,000	As Arranged	As Arranged	Franchisee Determines
Total	52,400 -82,600			

NOTES

[1] Initial Franchise Fee

The initial franchise fee is based on the population of the Area of Primary Responsibility. The initial franchise fee is further described in Item 5 of this Disclosure Document.

[2] Initial Equipment Package

You are required to purchase or lease equipment as outlined in the Confidential Operations Manual. You may also, during the term of this Agreement, be required to purchase additional office equipment such as computer terminals as required by OMEX.

[3] Insurance

You shall maintain insurance coverage as follows:

1. Worker's compensation and employer's liability insurance as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated;

2. Comprehensive general liability insurance and product liability insurance with limits of One Million Dollars ($1,000,000.00) combined single limit including the following coverages: broad form contractual liability, personal injury (employee and contractual inclusion deleted); insuring OMEX and you against all claims, suits, obligations, liabilities and damages, including attorneys' fees, for actual or alleged personal injuries or property damage relating to the Franchised Business, provided that the required amounts herein may be modified from time to time by OMEX to reflect inflation or future experience with claims;

3. Automobile liability insurance, including owned, hired and non-owned vehicle coverage, with a combined single limit of at least One Million Dollars ($1,000,000.00); and

4. Additional insurance and types of coverage as may be required by the terms of any lease for the Franchised Business, or as may be required by OMEX, including an umbrella policy with limits of One Million Dollars ($1,000,000.00).

You must provide to OMEX proof of insurance showing compliance with these requirements at least two weeks before the date on which you start operation of the Franchised Business. All insurance coverage must contain a provision whereby OMEX shall receive 30 days written notice prior to any cancellation or alteration of said insurance coverage. (Section XV.C.) If you fail to obtain the required insurance coverage, OMEX may obtain the insurance for you and charge the cost of the insurance, as well as OMEX's expenses, to you. (Section XV.E.)

You must carry a $100,000.00 fidelity bond. (Section XV.D.) OMEX may require you and your employees to be bonded at your expense. (Section XIII.K.)

The figure given is an estimate of the amount of a quarterly installment. The costs will vary depending on factors such as the location of the Franchised Business, the number and condition of vehicles and other factors.

[4] Training

You are responsible for arranging transportation and paying the expenses for meals and lodging for yourself and your employees attending the training program. The amount expended will depend on several factors, including the distance you must travel, the type of accommodation you choose, and the amount of training tapes you purchase. Training requirements are further described in Items 6 and 11 of this Disclosure Document. The estimate contemplates attendance of one to three people.

[5] Office Furniture, Equipment and Supplies

The equipment and office supplies suggested for the operation of a Franchised Business are listed in the Confidential Operations Manual, which is to be provided to you. The lower estimate presumes you already have an acceptable computer, although you will still need a modem. You may purchase or lease approved brands and models from any suppliers, unless otherwise specified in Item 8 of this Disclosure Document.

[6] Vehicles

You must purchase or lease vehicles equipped to meet OMEX's specifications and standards. The estimate provided contemplates three months' lease payments and signs.

[7] Real Estate/Rent

The estimate assumes the first three month's rent on a 500 to 1,000 square foot, low cost facility.

[8] Lease and Utility Deposits

This estimate includes the last month's rent.

[9] Initial Inventory

The estimate includes uniforms.

[10] Signage

Necessary signage may be provided by OMEX.

[11] Software

You are required to purchase, uniform billing, accounting, scheduling, lead tracking, automatic timekeeping, and word processing software specified by OMEX (Section XIII.U.).

[12] Additional Funds

This estimate includes your start-up expenses for the first three months of operation, including utilities and wages. These figures are estimates and OMEX cannot guarantee that such an amount will be sufficient. Your costs will depend on factors such as: how well you follow OMEX's methods and procedures; your management skills, experience and business acumen; local economic conditions; the local market for our product; the prevailing wage rate; competition; and the sales level reached during the initial period.

There are no other fees to be paid by you to OMEX to commence operation of the Franchised Business. Any fees paid to OMEX are not refundable except as outlined in Items 5 and 6 of this Disclosure Document. Fees paid to any third party may be refundable, depending on the contracts, if any, between you and such third party.

The above projections are estimates of the total initial investment required of an OMEX franchisee. The investment and expenditures required of actual franchisees may vary considerably from the projections below, depending on many factors including, the geographic area and the capabilities of any particular franchisee.

8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

OMEX shall provide you with a list of approved manufacturers, suppliers, and distributors authorized for the Franchised Business ("Approved Suppliers List") and a list of approved inventory, vehicles, products, computer software and hardware equipment, signs, stationery, supplies, chemicals, products, merchandise and other items or services necessary to operate the Franchised Business ("Approved Supplies List"). OMEX may revise the Approved Suppliers List and Approved Supplies List from time to time in its sole discretion. The suggested source of supply for any individual item may be OMEX, an affiliate of OMEX or an independent third party. If you propose to use in the operation of the Franchised Business any brand of product or other material or supply which is not on the Approved Supplies List or to purchase any product from a supplier that is not on the Approved Suppliers List, you must first notify OMEX and, upon request by OMEX submit samples and other information as OMEX requires for examination and/or testing or to otherwise determine whether the product, material or supply, or such proposed supplier, meets its specifications and quality standards. A charge not to exceed the actual cost of testing shall be paid by you or the supplier. OMEX reserves the right to re-inspect the facilities and products of any supplier of an approved item and to revoke its approval of any item or supplier which fails to continue to meet any of OMEX's criteria. OMEX will notify you within a reasonable time whether it approves the equipment, product, material or supply, and/or supplier by being listed on OMEX's approved list. OMEX applies the following criteria in approving a proposed supplier: (a) the supplier's ability to make and deliver products in conformity with OMEX's specifications; (b) the supplier's willingness to protect OMEX's trade secrets; (c) the supplier's production and delivery capability; (d) the integrity of the supplier; and (e) the financial conditions of the supplier. (Section XIII.G.)

All inventory, products and materials, and other items and supplies used in the operation of the Franchised Business which are not specifically required to be purchased in accordance with OMEX's Approved Supplies List and Approved Suppliers List must conform to the specifications and quality standards established by OMEX from time to time. You may only use solvents and cleaners approved by OMEX. (Section XIII.H.)

OMEX has developed a line of cleaning solutions and supplies bearing the Marks ("OMEX Trademarked Product Lines"). You are not required to carry or use such OMEX Trademarked Product Lines if you propose using a different product line and your proposed product line is approved by OMEX. (Section XIII.F.)

You are required to purchase and use a computer and uniform billing, accounting, scheduling, lead tracking, automatic timekeeping and word processing software specified by OMEX.

All of the specifications, Approved Suppliers Lists, Approved Supplies Lists, training and operations manuals to be provided by OMEX to you pursuant to the Franchise Agreement shall be delivered upon the earlier of your completion of the initial training program or forty-five (45) days after you complete the initial training program. (Section XIV.E.)

You may purchase or lease original and replacement vehicles from any source provided they meet standards established by OMEX. All vehicles used in the operation of the Franchised Business must be vans or mini-vans meeting specifications prescribed by OMEX in the Confidential Operations Manual. OMEX may recommend a source for the vehicles, which you will use in the operation of the Franchised Business. (Section IV.A.) The vehicles used by you in conducting the Franchised Business must be capable of prominently providing the external display of OMEX advertising copy, including the OMEX logo graphics supplied and/or approved by OMEX, and further, the logo and graphics must be maintained in good appearance. A list of approved vehicles is part of the Approved Supplies List. Additional sales, advertising or display information can be placed on the vehicles only with the prior written approval of OMEX. (Section IV.D.)

OMEX or OMEX's affiliate will not derive any revenue from the sale of the required purchases listed above, except those made through OMEX. OMEX may charge a reasonable markup on purchases made by you through OMEX to cover the costs of handling and shipping. For the Fiscal Year 2022 ending September 30, 2022, OMEX's total revenues were four hundred fifty-three thousand, one hundred and four dollars ($453,104). OMEX will derive approximately 0.6%, or two thousand, seven hundred and eighty-three dollars ($2,783), based on Fiscal Year 2022 figures, of its total revenues from sales of inventory, equipment or other products to franchisees. The cost of inventory, equipment and supplies purchased in accordance with specifications or from approved suppliers constitutes 12.4-13.3% of your total purchases to establish your Franchised Business and 23.1-23.7% of your total purchases during operation of your Franchised Business.

Except for the foregoing, you are not required to purchase or lease any other goods from OMEX or OMEX's designated sources.

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	ITEM IN DISCLOSURE DOCUMENT
a. Site selection and acquisition/lease	Section III of Franchise Agreement	Item 11
b. Pre-opening purchases/leases	Section XIII	Item 7
c. Site development and other pre-opening requirements	Section XIII.B of Franchise Agreement	Items 6 and 7
d. Initial and ongoing training	Section V of Franchise Agreement	Items 6, 7 and 11
e. Opening	Section XIII.B	Item 11
f. Fees	Section IX of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	Section VII of Franchise Agreement	Item 16
h. Trademarks and proprietary information	Sections VI and VIII of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections XIII.E, F, G, and H	Item 8
j. Warranty and customer service requirements	Section XIII.P	Item 6
k. Territorial development and sales quota	Section XIII.U of Franchise Agreement	Item 12
l. Ongoing product/service purchase	Section XIII	Item 8
m. Maintenance, appearance and remodeling requirements	None	None
n. Insurance	Section XV of Franchise Agreement	Item 6
o. Advertising	Section X of Franchise Agreement	Item 6
p. Indemnification	Section XXII of Franchise Agreement	Item 17

OBLIGATION	SECTION IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
q. Owner's participation/management staffing	Section XIII.I of Franchise Agreement	Items 15 and 16
r. Records/reports	Section XII of Franchise Agreement	Item 6
s. Inspections and audits	Section XII of Franchise Agreement	Item 6
t. Transfer	Section XIX of Franchise Agreement	Item 17
u. Renewal	Section II of Franchise Agreement	Item 17
v. Post-termination obligations	Section XVIII of Franchise Agreement	Item 17
w. Noncompetition covenants	Sections XVI.C and D of Franchise Agreement	Item 17
x. Dispute Resolution	Section XXIX of Franchise Agreement	Item 17
y. Other	Not Applicable	Not Applicable

10. FINANCING

Neither OMEX nor any agent of OMEX will offer, either directly or indirectly, any financing arrangements to you, related to your initial franchise investment. OMEX does extend credit to franchisees for the purchase of marketing materials in the normal course of business. OMEX does not guarantee your note, lease or obligation.

11. FRANCHISOR'S OBLIGATIONS, ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

OMEX's Obligations Prior to the Opening of the Franchised Business

OMEX will loan to you during the term of the franchise one copy of a Confidential Operations Manual containing reasonable, mandatory and suggested specifications, standards, operating procedures and rules established from time to time by OMEX for OMEX businesses and information relative to your obligations and the operation of your Franchised Business. (Section VII.A.) The Table of Contents of the most recent Operations Manual, consisting of 293 pages, is attached as Exhibit D. The Operations Manual may be modified by OMEX. (Section VII.A.)

OMEX will provide a training and familiarization course to address the material aspects of the operation of the Franchised Business as further detailed in this Item 11 under "Training and Assistance". (Section V.A.,B.)

OMEX, or its designated agency, will review all promotional materials and advertising to be used by you. You shall obtain OMEX's approval prior to use of any advertising or promotional materials. (Section X.A.) No advertising counsel of franchisees exists to advise OMEX on advertising policies. OMEX has not yet created an Advertising and Development Fund (Section X.B.) and until a Fund is created, OMEX has no obligation to perform advertising on behalf of its franchisees. If an Advertising and Development Fund is created, you may request an annual accounting of OMEX's Advertising and Development Fund by submitting a written request to the Director of Franchising at 205 House Avenue, Camp Hill, Pennsylvania 17011.

You may not operate your own website in connection with your Franchised Business.

You are required to purchase a computer and a suite of software. Neither the currently required hardware nor software is the proprietary property of OMEX. The computer must be a PC, with at least 4GB of RAM, and must run Windows 7 or more recent Windows update. You are required to purchase and use the following software: QuickBooks Pro 2012 or higher, for accounting, invoicing, accounts receivable, and accounts payable, which will contain customer information, vendor information, and income information; Microsoft Word 2007 or higher, for word processing, preparing proposals, and preparing sales letters, which will include prospect and client documents; Sage ACT! 2011 or more recent version, for contact management, which will include prospect data, client data, follow-up reminders, and schedules. The cost of purchasing this computer system is approximately One Thousand Dollars ($1,000.00). Any other software that you wish to use must be approved by OMEX. OMEX is not contractually obligated to upgrade or update any hardware component or software program during the term of the Franchise Agreement (Section XIII.U).

You must make available to OMEX for inspection at reasonable times by OMEX, all original books and records that OMEX may deem necessary to ascertain your Gross Receipts, including access to your computer system, whether in person or via telephone/modem. (Section XI.A.1.)

All of the specifications, Approved Suppliers List, Approved Supplies List, training and operations manuals to be provided by OMEX to you pursuant to the Franchise Agreement shall be delivered within 30 days after your successful completion of the initial training program. (Section XIV.E.)

Although not bound by agreement, OMEX may provide other supervision, assistance or services prior to the opening of the Franchised Business such as assisting in obtaining financing and purchasing marketing materials.

OMEX's Obligations During the Operation of the Franchised Business

During the term of the Franchise Agreement and any renewal period, OMEX will provide you with the following: (Section XIV.B.)

1. Assistance in initial marketing;

2. Assistance in beginning the operation of your Franchised Business;

3. Proprietary bidding programs;

4. Information on new methods of operation and new services; and

5. Regulation of quality standards and products in conformance with the System specifications.

OMEX will provide training to new or additional managers or employees of the Franchised Business to the extent it can reasonably accommodate them in its regularly scheduled training course, at your expense. (Section V.D.)

Although not bound by agreement, OMEX may provide other supervision, assistance or services during the operation of the Franchised Business, including providing you with promotional materials and bulletins on new products or promotional techniques.

OMEX or OMEX's representative may make periodic visits to the Franchised Business for the purposes of consultation, assistance and guidance in all aspects of the operation and management of the Franchised Business. OMEX or OMEX's representatives who visit the Franchised Business will prepare, for the benefit of both you and OMEX, written reports outlining any suggested changes or improvements in the operations of the Franchised Business and detailing any defaults in the operations which become evident during the visit, and a copy of each written report will be provided to both OMEX and you. Such representative will produce and deliver to you a report outlining any suggested changes or improvements in the operations of the Franchised Business. (Section XIV.D.)

OMEX will continue to develop and maintain its proprietary bidding system and will provide information to you for the System. (Section XIV.F.)

OMEX may advise or offer guidance to you on prices for the professional cleaning services and related services offered by the OMEX business and prices charged for competitive service and products. (Section XIV.A.)

OMEX may furnish you with such assistance in connection with the operation of the Franchised Business as is reasonably determined to be necessary by OMEX from time to time. Operations assistance may consist of advice and guidance with respect to: (Section XIV.C.)

1. Proper utilization of procedures developed for the Franchised Business with respect to services offered and used, equipment, chemicals, products, merchandise and supplies as approved by OMEX;

2. Additional equipment, merchandise, products and services authorized for OMEX businesses;

3. The institution of proper administrative, bookkeeping, accounting, supervisory and general operating procedures for the effective operation of an OMEX business; and

4. Advertising and promotional programs.

Methods Used to Select Location

The franchise is granted for a specific location. You must maintain an office and storage location, within the Area of Primary Responsibility. If you elect to relocate the office and storage location of the Franchised Business, you must obtain prior approval of the new location from OMEX. (Section I.A.; Section III.A.)

Prior to the acquisition by lease or purchase of any site for the location of the Franchised Business, or if you are already in possession of a location, then upon execution of the Franchise Agreement, you must submit a description of the proposed site to OMEX, together with a letter of intent or other evidence satisfactory to OMEX which confirms your favorable prospects for obtaining or retaining the proposed site. OMEX will have 15 days from receipt of your written office location proposal to approve the site of the Franchised Business. We approve or disapprove sites in writing. (Section III.B.) OMEX's approval or disapproval of an office location will be based solely on whether the location and appearance of the office conforms with the image OMEX is attempting to project. The approval or disapproval is not to be construed as a guarantee or representation of the quality or likeliness of success of the location. The final decision to accept any location is solely yours. OMEX may not provide you with assistance locating a site, negotiating a sale or lease of a site, conforming the premises to local ordinances or decorating the premises. If you and OMEX cannot agree on a site location, OMEX may terminate the Franchise Agreement.

If you purchase a second or additional franchise, OMEX may permit you to operate from one office and warehouse. The determination shall be made in OMEX's sole discretion.

Typical Length of Time Before Operation

The typical length of time between the signing of the Franchise Agreement and the beginning of operations of the Franchised Business is approximately 60 to 90 days. Factors affecting this length of time may include ability to arrange financing, meet local ordinances or community requirements, complete delivery of vehicles and equipment, complete training and other factors. Should you fail to commence operation within 90 days of execution of the Franchise Agreement, OMEX may terminate the Franchise Agreement. (Section XIII.B.)

Training Programs

OMEX will make training available to you and up to three of your designees. You and your designated manager, if any, must attend and successfully complete to OMEX's satisfaction within thirty (30) days of signing the agreement for business, a training and familiarization course of five days in duration to be conducted at OMEX's headquarters or other OMEX designated facility. The training program shall cover material aspects of the operation of the Franchised Business using the OMEX Confidential Operations Manual, including general business practices to be utilized, accounting procedures and reporting requirements, computer utilization, sales and service techniques and employee screening and training. Presently, the initial training and

management training is available at a time convenient to you, and is scheduled in cooperation with you. Although OMEX will not charge a tuition or training fee, you are responsible for the travel and living expenses and all other costs incurred by the attendees. (Section V.A.,C.)

Training at OMEX's headquarters will consist of the following:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION Franchise headquarters is in Camp Hill, Pennsylvania
Personnel	2	2	Franchisor's headquarters or another designated facility
Service Procedures	3	12	Franchisor's headquarters or another designated facility
Office Procedures	1	6	Franchisor's headquarters or another designated facility
Sales & Marketing	3	10	Franchisor's headquarters or another designated facility
Financial	1	4	Franchisor's headquarters or another designated facility

The initial training program will be conducted within 30 days of execution of the Franchise Agreement.

Once you have begun operation of the Franchised Business, OMEX will furnish you with, at your business location and at OMEX's expense, one of OMEX's representatives for five days for the purpose of facilitating the commencement of operations of your Franchised Business. During this period, the OMEX representative will also assist you in local marketing activities, visiting potential customers, establishing and standardizing procedures and techniques essential to the operation of an OMEX business, and will assist in training personnel. Should you request additional assistance from OMEX to facilitate the opening of the Franchised Business, and should OMEX, in its discretion, deem it necessary, feasible and appropriate to comply with the request, you must reimburse OMEX for the expense of OMEX providing additional assistance, which include OMEX's then-current service fee. (Section V.B.)

If you designate new or additional managers after the initial training program, OMEX shall provide training to the managers to the extent that OMEX can reasonably accommodate such managers or employees in OMEX's regularly scheduled training course. You shall be responsible for all expenses incurred by your managers or employees in attending such training. In no event will OMEX be under any obligation to provide individual training to your managers or employees. (Section V.D.)

From time to time OMEX may provide refresher training programs or seminars to be conducted at a location designated by OMEX within your MSA, at your expense. If the programs are conducted, your attendance is required, however, attendance will not be required more than twice a year and will not exceed an aggregate of four (4) business days in duration. (Section V.E.)

OMEX will maintain a training staff directed by the Vice President of Operations, who has 25 years of experience with the subject matter and with OMEX. OMEX reserves the right to make such changes in its training staff, as it deems necessary without prior notice. Presently, all of the trainers have varied degrees of experience with OMEX or OMEX's affiliate, or are outside professionals.

12. TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees located outside of your Area of Primary Responsibility, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Under the Franchise Agreement, you will be granted the right to operate a Franchised Business within an exclusive Area of Primary Responsibility described in the Franchise Agreement (Exhibit "A"). You may use alternative channels of distribution, such as the Internet, telemarketing, or other direct marketing, to solicit customers in your Territory. As long as the Franchise Agreement is in effect and you are not in default, OMEX will not establish a franchised or company-owned OMEX business within the Area of Primary Responsibility described in the Franchise Agreement. Other franchisees may sell and service accounts within your Area of Primary Responsibility as discussed below. OMEX has the right to grant other franchises outside of the Area of Primary Responsibility, as OMEX, in its sole and exclusive discretion, deems appropriate. OMEX or its affiliate has or may establish other franchises or company-owned businesses offering products and services similar to those offered within the System (such as home or warehouse cleaning services) operating within the Area of Primary Responsibility under a different trademark or trade name; provided these franchises or businesses will not offer office cleaning service. (Section I.A.B.C.). Those products and services, which comprise a part of the System are described in detail in the OMEX Confidential Operations Manual.

Further, both within and outside of the Area of Primary Responsibility, OMEX and its affiliate, Task Masters, Inc. reserve the right to use the Marks and offer and sell at wholesale or retail (or any other species of retail vendor whatsoever), using any and all channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, products and OMEX Trademarked Product Lines, which comprise, or may in the future comprise a part of the System, which products may be resold at retail to the general public by such entities. OMEX further reserves the right both within and outside the Area of Primary Responsibility to sell at both wholesale and retail all products and services which do not comprise a part of the System. OMEX and its affiliate, Task Masters, Inc. further reserve the right to develop a proprietary line of cleaning products, which may be sold within or outside the Area of Primary Responsibility under the Marks. Those products and services, which comprise a part of the System, are described in detail in the OMEX Confidential Operations Manual. (Section I)

You may not relocate your Franchised Business without the prior written approval of OMEX. (Section III)

The decision to grant an additional franchise location shall be in the sole discretion of OMEX, and at no time does OMEX promise or guarantee that additional franchises will be offered or approved. Such decisions will be made on a case-to-case basis, based on factors including the availability of suitable locations, the level of standards maintained in your existing business, the impact of additional business upon your operations and other existing franchisees, the geographical distance between your existing and proposed business, population density, OMEX's business plans and resources, and your ability to participate directly in the day-to-day operation of the Franchised Business. The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises within the Territory or contiguous territories. You shall be required to execute and deliver the then current form of OMEX's Franchise Agreement for each additional unit approved. (Section II.B.)

You will receive an Area of Primary Responsibility which will vary in size and dimensions and which shall be made and agreed upon between you and OMEX. Your Area of Primary Responsibility shall be determined by you and OMEX and will generally encompass the M.S.A. You and OMEX may also consider square footage of office space, the number of businesses, geographical considerations and political boundaries in agreeing on an Area of Primary Responsibility. The Area of Primary Responsibility so selected is described in writing attached to the Franchise Agreement. (Section I.B., C.)

You are permitted to solicit and accept customers outside of your Area of Primary Responsibility, if the customers are located in a market that has not yet been assigned to either another franchise or a company-owned operation. You may use alternative channels of distribution to solicit these customers outside your territory, such as the Internet, telemarketing, or other direct marketing. If a franchisee generates and services an account in another franchisee's Area of Primary Responsibility, the franchisee who does the work will be required to pay, in the absence of any other mutually agreed arrangement, the franchisee in whose territory the work is performed 5% of the revenues received from such account each time it services such account. This provision does not apply to customers within your Area of Primary Responsibility who were serviced by another franchisee prior to sale of the franchise. Failure to report service in another franchisee's Area of Primary Responsibility to the other franchisee is grounds for termination of the Franchise Agreement. In the event of disputes between franchisees, the decision of OMEX shall be final. Franchisees may negotiate agreements among themselves for the sharing of accounts, which encompass more than one Area of Primary Responsibility. Other franchisees may sell within your Area of Primary Responsibility subject to similar restrictions. (Section I.E.)

OMEX has established, and may from time to time in its sole discretion revise marketing goals and quotas to be undertaken by the Franchised Business. (Section XIII. T.)

13. TRADEMARKS

OMEX's affiliate, Task Masters, Inc., d/b/a OMEX, owns the Marks and has licensed OMEX the exclusive use of the Marks in conjunction with the Franchise Agreement. OMEX's affiliate has obtained or applied for the following trademark registrations on the Principal Register of the United States Patent and Trademark Office and has filed all required affidavits in regards to these registrations:

MARK	SERIAL/ REGISTRATION NUMBER	DATE FILED/ REGISTERED	AFFIDAVITS OF USE AND INCONTESTABILITY FILED (WHERE APPLICABLE)?	RENEWAL FILED (WHERE APPLICABLE)?
OMEX	Reg. No. 1,873,402	Registered on January 10, 1995	Yes	Yes
OMEX OFFICE MAINTENANCE EXPERTS and Design	Reg. No. 1,687,318	Registered on May 12, 1992	Yes	Yes

OMEX's affiliate also claims common law rights to the above listed trademarks, service marks, trade names and the Marks. OMEX's affiliate has received registration of the OMEX Mark in the State of Pennsylvania on August 8, 1989, Microfiche No. 89561274; Corporation No. 152 0585. There are no other effective registrations or pending applications for registration of the Marks in any state.

OMEX's right to use and sub-license others to use the Marks derives from an exclusive license agreement between it and Task Masters, Inc. d/b/a OMEX dated September 1, 1991 which automatically renews for successive periods of one year until terminated pursuant to the terms of the license agreement. OMEX's rights to use the Marks are limited to the United States and Canada, with the exception of Dauphin and Cumberland Counties, Pennsylvania. The License Agreement may terminate upon OMEX's breach and failure to cure within 30 days or if OMEX is adjudicated bankrupt. The rights of OMEX's franchisees to use the Marks are not affected by termination of the License Agreement.

There are no presently effective determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, any pending interference, opposition or cancellation proceeding or any pending material litigation involving such trademarks, service marks, trade names, logotypes or other commercial symbols which are relevant to their use in this state or the state in which the Franchised Business is to be located.

Except as provided above, there are no agreements currently in effect which significantly limit the rights of OMEX to use or franchise the use of such trademarks, service marks, trade names, logotypes or other commercial symbols in any manner material to you. There are no infringing uses actually known to OMEX, or its affiliates, that could materially affect your use of such trademarks, service marks, trade names, logotypes or other commercial symbols in this state. To the best of its knowledge, subject to the rights of its affiliate and existing and future franchisees, OMEX believes that it has the exclusive right to use the Marks in the United States in connection with the Franchised Business. OMEX also believes, to the best of its knowledge, that the Marks and registrations of the Marks are valid and enforceable. Nevertheless, OMEX does not warrant or guarantee that it has the exclusive right to use the Marks, or that the Marks or registration of the Marks are valid and enforceable.

OMEX may change or modify the System presently identified by the mark "OMEX" including the adoption and use of new or modified trade names, service marks, trademarks or copyrighted materials; new programs and systems; new professional cleaning techniques, products and services, new employee training or education products and services; new equipment; or other new techniques, or discontinue or substitute trade names, trademarks, service marks or other commercial symbols. You will, within a reasonable time after notice, accept, use and display any such changes in the System, as if they were part of the Franchise Agreement at the time of its execution, and OMEX shall have no liability or obligation regarding OMEX's modification or discontinuation of the Marks. (Section IX.A.; Section VI.D.)

All usage of the Marks by you and any goodwill established thereby will inure to the exclusive benefit of OMEX and OMEX's affiliate. You are prohibited from any unauthorized use of the Marks, and from contesting the validity or ownership of any of the Marks or assisting any other person in contesting the validity or ownership of the Marks at any time. (Section VI.A.)

You must promptly notify OMEX or its affiliate of any claim, demand, or cause of action from any attempt by any other person, firm or corporation to use the Marks or any colorable imitation. You must notify OMEX of any action, claim or demand against you relating to the Marks within 10 days after you receive notice of the action, claim or demand, and OMEX or its affiliate have the sole right to defend the action. OMEX or its affiliate have the exclusive right to contest or bring action against any third party regarding the third party's use of the Marks and will exercise the right in its sole discretion. In any defense or prosecution of any litigation relating to the Marks or components of the System undertaken by OMEX or its affiliate, you must cooperate with OMEX or its affiliate and execute any and all documents and take all actions as may be desirable or necessary in the opinion of OMEX's counsel, to carry out the defense or prosecution. You and OMEX will make every effort to protect, maintain, and promote the name "OMEX" and its distinguishing characteristics (and the other service marks, trademarks, slogans, etc., associated with the System) as standing for the System and only the System. OMEX has no obligation, under the Franchise Agreement or otherwise, to participate in your defense or to indemnify you for damages or expenses involving any action for any infringement, unfair competition or other claim involving your use of the Marks.

To preserve the validity and integrity of the Marks and OMEX's copyrighted materials, and to assure that you are properly employing them in the operation of your Franchised Business, OMEX or its agents have the right of entry and inspection of your operations (including on-the-job operations) at all reasonable times and, additionally, shall have the right to observe the manner in which you are rendering services and conducting activities and operations and to inspect equipment, merchandise, accessories, products, supplies, reports, forms and documents and related data for test of content and evaluation purposes to make certain that the Franchised Business is being operated in accordance with the quality control provisions and performance standards established by OMEX. (Section VI.E.)

You may not use any Mark or part of a Mark as part of any corporate or trade name, or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form, nor may you use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by OMEX. All contracts executed by you will list your corporate name and will not be entered into under the "OMEX" name. You will give such notices of trademark and service mark registrations as OMEX specifies and obtain such fictitious or assumed name registrations as may be required under applicable law. On all signage or other materials containing the Marks, you will use the designation "Independently owned and operated franchise" or similar designation approved by OMEX. (Section VI.B.)

14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

OMEX owns no special patents or pending applications, which pertain to the franchise. If it becomes advisable at any time in the sole discretion of OMEX to acquire a patent or copyright, you are obligated to use such patent or copyright as directed by OMEX.

You may not use in advertising or any other form of promotion the copyrighted materials of OMEX without the appropriate copyright © designation. (Section VIII.D.)

OMEX has no obligation, under the Franchise Agreement or otherwise, to protect any or all rights that you have to use any copyrights of OMEX.

Proprietary Information

Upon execution of the Franchise Agreement, you acknowledge that your entire knowledge of the operation of an OMEX business, including the knowledge or know-how of the specifications, standards, pricing, and operating procedures of an OMEX business, is derived from information disclosed to you by OMEX and that certain of that information is proprietary, confidential and a trade secret of OMEX. You shall maintain the absolute confidentiality of all such proprietary information during and after the term of the franchise and shall not use any such information in any other business or in any manner not specifically authorized or approved in writing by OMEX. (Section VIII.A.)

You may divulge the confidential information only to the extent and only to such of your employees, as must have access to it in order to operate the Franchised Business. Any and all information, knowledge and know-how, including, without limitation, specifications and standards on the operation of the Franchised Business and other data shall be deemed confidential for purposes of the Franchise Agreement, except information which you can demonstrate lawfully came to your attention prior to disclosure by OMEX or which, at the time of, or after, disclosure by OMEX to you, had lawfully become a part of the public domain, through rightful publication or communication by others. (Section VIII.B.)

The Confidential Operations Manual will at all times remain the sole property of OMEX and shall promptly be returned upon the expiration or other termination of the Franchise Agreement. You agree and covenant that you shall not disclose, duplicate or otherwise use in an unauthorized manner any portion of the Confidential Operations Manual. (Section VII.B.)

At all times that the Confidential Operations Manual is not in use by authorized personnel, you shall maintain the Confidential Operations Manual in a locked receptacle at the location of the Franchised Business, and shall only grant authorized personnel access to the key or lock combination of such receptacle. (Section VII.C.)

You shall require all of your management, supervisory and sales personnel having access to confidential and proprietary information of OMEX to execute a non-compete/non-disclosure agreement in a form satisfactory to OMEX. (Section VIII.C.; Section XVI.G.)

OMEX is not obligated under the Franchise Agreement or other agreement to protect any rights that you may have to use the Marks, or the copyrights or confidential information described above.

Your shareholders or partners are required to execute the Guaranty and Assumption Agreement, attached to the Franchise Agreement, which imposes restrictions on the use and disclosure of confidential information by those individuals. (Section XXX)

There is no infringing use known to OMEX, which would materially affect your use of such proprietary and/or copyrighted materials.

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

The Franchised Business must at all times be under your direct supervision or the direct supervision of a trained and competent employee acting as full-time manager. You must keep OMEX informed at all times of the identity of any employee(s) acting as manager(s) of the Franchised Business. You must at all times faithfully, honestly and diligently perform its obligations under the Franchise Agreement and you must not engage in any business or other activities that will conflict with its obligations under the Franchise Agreement. You must provide OMEX a list of current names, addresses and phone numbers of key employees. You must require all of your managers and key employees to execute employment agreements containing confidential information covenants with you in a form satisfactory to OMEX, and you shall provide copies of such executed employment agreements to OMEX. (Section XIII.I.)

During the initial term and any renewal terms of the Franchise Agreement, except as otherwise approved in writing by OMEX, you (if you are an individual), your shareholders (if you are a corporation), your general partners (if you are a partnership), or your Manager, shall devote full time, energy, and best efforts, to the management and operation of the Franchised Business. (Section XVI.B.)

16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

OMEX's requirements for approved products and suppliers are fully set forth in Item 8 of this Disclosure Document. You may offer and sell only those approved goods and services set forth in the Confidential Operations Manual or as periodically directed by us in writing. We may periodically change or discontinue the types of required and/or authorized products and services. There are no limits on our right to do so.

Restrictions on your ability to provide services outside your own Area of Primary Responsibility are described in Item 12 of this Disclosure Document.

You are an independent contractor and you are in no way authorized to make any contract agreement, warranty or representation on behalf of the OMEX (or under the OMEX Mark), to incur any debt, or to create any obligation, express or implied, on behalf of OMEX. (Section XXII.A.)

You must offer for sale and use at the OMEX Franchised Business all types of services for office cleaning and other commercial cleaning that OMEX from time to time authorizes through publication in the Confidential Operations Manual or otherwise in writing and shall not offer for sale or sell or provide through the Franchised Business any other category of materials, supplies, merchandise, products or accessories or use such Franchised Business for any purpose other

than the operation of an OMEX business in full compliance with the Franchise Agreement. (Section XIII.E.)

Except as provided above, you are not limited in the customers to whom you may sell such products or services.

17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the term of the Franchise	Section II	Ten years from the date of execution of the Franchise Agreement.
b. Renewal or extension of the term	Section II	Right to renew for additional successive terms of five years.
c. Requirement for you to renew or extend	Section II	Requirements include: 1) timely written notice, 2) full compliance with Agreement, 3) compliance with all monetary obligations, 4) execution of a new Franchise Agreement, which may contain materially different terms and conditions than the original agreement, 5) compliance with OMEX's requirements, and 6) execution of a general release.
d. Termination by you	Section XVII	Material breach by OMEX, which is not cured within reasonable time.
e. Termination by OMEX without cause	None	None.
f. Termination by OMEX with cause	Section XVII	OMEX can terminate only if you default.
g. "Cause" defined - defaults which can be cured	Section XVII	You have ten (10) days to cure payment defaults, and thirty (30) days to cure 1) a failure to maintain standards and 2) a default under the Franchise Agreement other than those permitting immediate termination.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
h. "Cause" defined - defaults, which cannot be cured.	Section XVII	OMEX may terminate automatically, upon notice if you, among other things: 1) fail to complete the training program, 2) unlawfully duplicate or disclose any portion of the Confidential Operations Manual or any confidential information, 3) fail to operate the business for five days in any 12-month period, 4) attempt to assign franchise, 5) misuse the Marks, or 6) fail to open the Franchised Business within 90 days of executing the Franchise Agreement. OMEX can terminate, without notice to you, if: 1) you fail to make any payment due within 10 days of receipt of written notice of failure to make such payment, and 2) if you fail to comply with any provision of the Franchise Agreement or anything required by the Confidential Operations Manual within 30 days after receipt of written notice of noncompliance.
i. Your obligations on termination/nonrenewal	Section XVIII	Obligations include: 1) payment of all monies owed, 2) cessation of business and use of Marks, 3) deidentification of business, 4) return all confidential information, and 5) execute a general release.
j. Assignment of contract by OMEX.	Section XIX	No restriction on OMEX's right to assign.
k. Transfer by you - definition	Section XIX	Sell, assign, transfer, convey, give away or encumber to any person, firm or corporation, all or any part of its interest in the Franchise Agreement.
l. OMEX's approval of transfer by you.	Section XIX	OMEX has the right to approve all transfers, but will not unreasonably withhold its consent if certain conditions are met.
m. Conditions for OMEX's approval of transfer	Section XIX	Conditions of transfer: 1) transferee must execute Franchise Agreement, 2) transferee must assume your obligations, 3) payment of transfer fee, 4) satisfaction of all of your obligations.
n. OMEX's right of first refusal to acquire your business	Section XXI	OMEX has the option to purchase Franchisee's business on the terms of any bona fide offer.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
o. OMEX's option to purchase your business	Section XVIII	Upon termination, OMEX has right to purchase the assets of Franchisee related to business.
p. Your death or disability	Section XX	In the event of your death or incapacity, your heir can either apply to OMEX to continue operations or sell your interest in accordance with Section 19.
q. Noncompetition covenants during the term of the franchise	Section XVI	Shall not own, maintain, engage, or have any interest in any competitive business.
r. Noncompetition covenants after the franchise is terminated or expires	Section XVI	Shall not, for a period of two (2) years after expiration or termination of Agreement, own, maintain, engage in or have any interest in any similar or competing business within certain geographic limits.
s. Modification of the agreement	Section XXVI	No modification without written agreement of parties.
t. Integration/merger clause	Section XXVI	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section XXIX	Certain controversies must be resolved within 15 days or submitted first to non-binding mediation and then, if not resolved, to arbitration.
v. Choice of forum	Section XXVIII	Litigation must be in the appropriate state or federal court having jurisdiction in or for Cumberland County, Pennsylvania.
w. Choice of law	Section XXVIII	Pennsylvania law applies.

18. PUBLIC FIGURES

OMEX does not use any public figure to promote its franchise.

19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make 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 Gerald Boarman, 205 House Avenue, Camp Hill, PA 17011, 717-737-7311, the Federal Trade Commission, and the appropriate state regulatory agencies.

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20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1 -SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2020 to 2022[1]

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2020	22	22	0
	2021	22	26	+4
	2022	26	27	+1
Company-Owned	2020	1	1	0
	2021	1	1	0
	2022	1	1	0
Total Outlets	2020	23	23	0
	2021	23	27	+4
	2022	27	28	+1

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[1] All numbers are as of September 30 for each year.

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

Col. 1 - State	Col. 2 - Year	Col. 3 - Number of Transfers
Arizona	2020	0
	2021	0
	2022	0
California	2020	0
	2021	0
	2022	0
Colorado	2020	0
	2021	0
	2022	0
Connecticut	2020	0
	2021	0
	2022	0
Delaware	2020	0
	2021	0
	2022	0
Florida	2020	0
	2021	0
	2022	0
Georgia	2020	0
	2021	0
	2022	0
Idaho	2020	0
	2021	0
	2022	0
Indiana	2020	0
	2021	0
	2022	0
Missouri	2020	0
	2021	0
	2022	0
Nevada	2020	0
	2021	0
	2022	0
New Jersey	2020	0
	2021	0
	2022	0
New York	2020	0
	2021	0
	2022	0
North Carolina	2020	0
	2021	0
	2022	0
Ohio	2020	0
	2021	0
	2022	0
Pennsylvania	2020	0
	2021	0
	2022	0

[2] All numbers are as of September 30 for each year.

Texas	2020	0
	2021	0
	2022	0
Virginia	2020	0
	2021	0
	2022	0
Canada	2020	0
	2021	0
	2022	0
Total	2020	0
	2021	0
	2022	0

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Table No. 3 - STATUS OF FRANCHISE OUTLETS
FOR YEARS 2020 to 2022[3]

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations-Other Reasons	Col. 9 Outlets at End of the Year
Arizona	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
California	2020	2	0	0	0	0	0	2
	2021	2	1	1	0	0	0	2
	2022	2	0	0	0	0	0	2
Colorado	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Georgia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Louisiana	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nevada	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New Jersey	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New Mexico	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New York	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
North Carolina	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Pennsyl-vania	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Texas	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Canada	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Totals	2020	22	0	0	0	0	0	22
	2021	22	5	1	0	0	0	26
	2022	26	1	0	0	0	0	27

[3] All numbers are as of September 30 for each year.

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

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
Pennsylvania	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Totals	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1

Table No. 5 - PROJECTED OPENINGS AS OF SEPTEMBER 30, 2022

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Open	Column 3 Projected New Franchised Outlet In The Next Fiscal Year	Column 4 Projected New Company Owned Outlet In The Next Fiscal Year
California	0	0	0
Florida	0	0	0
Georgia	0	0	0
Maryland	0	0	0
New Mexico	0	0	0
New York	0	0	0
North Carolina	0	0	0
Ohio	0	0	0
Texas	0	0	0
Totals	0	0	0

CURRENT FRANCHISE OUTLETS AS OF SEPTEMBER 30, 2022 (END OF FISCAL YEAR)

ARIZONA

Phoenix
Ivan Royal
Titan Cleaning LLC d/b/a OMEX Office Maintenance Experts
537 S. 48th Street, Suite 104
Tempe, AZ 85281
(602) 362-2500

[4] All numbers are as of September 30 for each year.

CALIFORNIA

San Diego
Carlton Norris
Sirron Works, Inc. d/b/a OMEX Office Maintenance Experts
7571 Mission Gorge Road
San Diego, CA 92120
(619) 241-2327

Inland Empire
Todd & Kristi Jorgenson
OMEX Office Maintenance Experts
5790 Magnolia Avenue
Suite 101
Riverside, CA 92506
951-777-9300

COLORADO

Denver
Michael Nuanes
Mundcare LLC d/b/a OMEX
5856 Lowell Boulevard, Suite 26
Littleton, CO 80123
(720) 646-4949

FLORIDA

South Florida
Randy Milberg
Bergowe, Inc. d/b/a OMEX of South Florida
1599 S.W. 30th Avenue, Suite 7
Boynton Beach, FL 33426
(561) 742-9333

Orlando
Mauricio and Sheila Matthiesen
Matthiesen Pride LLC d/b/a OMEX
7901 Kingspointe Parkway
Orlando, FL 32819
(407) 684-7558

Jacksonville
Lakeita Guidry & Edward Hawkins
OMEX Office Maintenance Experts 6051 Arlington Expressway
Suite B-167
Jacksonville, FL 32211
904-425-2444

GEORGIA

West Atlanta
Ben Hammel
Hammel Services, Inc. d/b/a OMEX
1930 Airport Industrial Park Rd, Suite KE
Acworth, GA 30060
(770) 485-2900

LOUISIANA

New Orleans
Ivan Royal
OMEX Office Maintenance Experts
1508 Edwards Avenue
Suite GG
Harahan, LA 70123
504-766-8744
DATE SIGNED: 07/13/2021

NEVADA

Las Vegas
Judy Galizia
Gali Brothers, Inc. d/b/a OMEX of Southern Nevada
3111 S. Valley View Blvd., Suite A-114
Las Vegas, NV 89102
(702) 940-6639

NEW JERSEY

North and Central New Jersey
Paul Rabinowitz
Fairmount Services, Inc. d/b/a OMEX of North & Central New Jersey
4 Great Meadow Lane Suite 4B
East Hanover, NJ 07936
(973) 984-1986

NEW MEXICO

Albuquerque
Blake Gammill
1402 Main Street NW
Suite B 1011
Los Lunas, NM 87031
(505) 866-6639

NEW YORK

Manhattan
Sin Li
Maruiclean, LLC d/b/a OMEX Office Maintenance Experts
49 W. 72nd Street, Suite 5d
New York, NY 10023
(646) 837-0442

Southern New York
Sin Li
Mauriclean, LLC d/b/a OMEX of Southern NY State
39 Westmoreland Avenue
White Plains, NY 10606
(914) 328-6888

NORTH CAROLINA

Charlotte
Tony McField
OMEX Office Maintenance Experts
8116 South Tryon St.
Suite B3-323
Charlotte, NC 28273
704-569-5511

PENNSYLVANIA

Greater Pittsburgh
David Littman
LUCRE, Inc., d/b/a OMEX of Greater Pittsburgh
728 Ohio River Blvd.
Pittsburgh, PA 15202
(412) 761-0423

Philadelphia
Bob Smilowitz
DRS Services, LLC d/b/a OMEX Office Maintenance Experts
P.O. Box 18160
Philadelphia, PA 19116
(215) 938-7070

TEXAS

Montgomery County
David Silar d/b/a OMEX Office Maintenance Experts
7 Switchbud Place, Suite 192-261
The Woodlands, TX 77380
(832) 521-1288

Dallas
Oshearra & Ben Minor

OMEX Office Maintenance Experts
445 E. FM 1382, Suite 3-808
Cedar Hill, TX 75104
(469) 454-526

Fort Bend
Jay and Vivian Akpovwa
JAJOVE LLC d/b/a OMEX
21826 FRANZ ROAD
Katy, TX 77449
(346) 287-9688

Austin
John Nettle
OMEX Office Maintenance Experts
402A West Palm Valley Blvd
Suite 313
Round Rock, TX 78664
512-729-9090

CANADA

Milton
Steven Pearlman
2081597 Ontario, Inc. d/b/a OMEX Office Maintenance Experts
420 Main St. East, Suite 591
Milton, ON, L9T 5G3
Canada
(866)-609-6639

Burlington
Steven Pearlman
2081597 Ontario, Inc. d/b/a OMEX Office Maintenance Experts
3510 Mainway Drive
Burlington, ON L7M 1A8
Canada
(905) 331-2270

North Toronto
Steven Pearlman
2081597 Ontario, Inc. d/b/a OMEX Office Maintenance Experts
3510 Mainway Drive
Burlington, ON L7M 1A8
Canada
(905) 331-2270

London Ontario
Mike Evans
1873684 Ontario LTD, d/b/a OMEX Office Maintenance Experts
33-567 Fanshawe Park Road East
London, ON M5X 3T4

Canada
(226) 721-0040

Alberta
Gary Gimenez d/b/a OMEX Office Maintenance Experts
8046 15a Avenue NW
Edmonton, AB T6K 4E2
Canada
(780) 655-1589

Winnipeg
Paul de Graff
5917400 Manitoba Ltd. d/b/a OMEX Office Maintenance Experts
446A Brooklyn Street
Winnipeg, Manitoba R3T 2A7
Canada
(204) 477-1205

No franchise outlets were terminated within the last fiscal year, i.e., October 1, 2021 to September 30, 2022.

The following franchise outlets have not communicated with us within the last several months:

San Diego
Carlton Norris
Sirron Works, Inc. d/b/a OMEX Office Maintenance Experts
7571 Mission Gorge Road
San Diego, CA 92120
(619) 241-2327

Manhattan
Sin Li
Maruiclean, LLC d/b/a OMEX Office Maintenance Experts
49 W. 72nd Street, Suite 5d
New York, NY 10023
(646) 837-0442

Southern New York
Sin Li
Mauriclean, LLC d/b/a OMEX of Southern NY State
39 Westmoreland Avenue
White Plains, NY 10606
(914) 328-6888

No franchise outlet ceased operations within the last fiscal year, i.e., October 1, 2021 to September 30, 2022.

The following franchise outlet was added within the last fiscal year, i.e., October 1, 2021 to September 30, 2022:

Jacksonville
Lakeita Guidry & Edward Hawkins
OMEX Office Maintenance Experts 6051 Arlington Expressway
Suite B-167
Jacksonville, FL 32211
904-425-2444
DATE SIGNED: 07/19/2022

No franchise outlets were transferred within the last fiscal year, i.e., October 1, 2021 to September 30, 2022.

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

There are no trademark specific franchisee associations. Franchisees have not been required to sign confidentiality agreements during the last three years.

21. FINANCIAL STATEMENTS

Attached hereto as Exhibit A are OMEX's financial statements as follows:

OMEX's audited statements of operations, statements of stockholders' equity and statement of cash flows for the years ending September 30, 2020, 2021, and 2022.

22. CONTRACTS

The Franchise Agreement for use in this state and elsewhere is attached to this Disclosure Document as Exhibit B.

There are no other contracts or agreements provided by OMEX to be signed by Franchisee.

23. RECEIPTS

The last two pages of this Disclosure Document contain the detachable acknowledgment/receipt that the prospective franchisee received a copy of this Disclosure Document. You must sign both copies of the receipt page and return one copy to us.

EXHIBIT A TO FDD

FINANCIAL STATEMENTS

See attached.

OMEX INTERNATIONAL, INC.

SEPTEMBER 30, 2022

OMEX INTERNATIONAL, INC.

SEPTEMBER 30, 2022

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1926-1983
ROBERT J. BLAZINA, CPA
1945-2020

TERESA A. WOLFORD, CPA
LISA M. CASSEL, CPA
BENJAMIN D. ROTHSCHILD, CPA
FREDERICK C. PHILLIPY, CPA

INDEPENDENT AUDITOR'S REPORT

To the Shareholder
OMEX International, Inc.
Camp Hill, Pennsylvania

Opinion

We have audited the accompanying financial statements of OMEX International, Inc. (a Pennsylvania S corporation) which comprise the balance sheets as of September 30, 2022 and 2021, and the related statements of changes in shareholder's equity, income, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of OMEX International, Inc. as of September 30, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 OMEX International, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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 OMEX International, Inc.'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 generally accepted auditing standards 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, including omissions, 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 generally accepted auditing standards, 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 OMEX International, Inc.'s internal control. Accordingly, no such opinion is expressed.

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

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about OMEX International, Inc.'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.

Martin M. Sachs and Associates

November 17, 2022

OMEX INTERNATIONAL, INC.

BALANCE SHEETS
SEPTEMBER 30

	2022	2021
ASSETS		
CURRENT ASSETS:		
Cash	$ 710,932	$ 577,427
Accounts Receivable (Less Allowance for Doubtful Accounts: 2022 - $11,758; 2021 - $14,669)	105,909	132,020
Prepaid Taxes – NOTE 1D	12,085	9,068
Prepaid Expenses	2,146	3,265
Deferred Costs	17,500	52,500
Advances Receivable – Related Party – NOTE 5	1,195	2,563
Total Current Assets	$ 849,767	$ 776,843
PROPERTY AND EQUIPMENT (Less Accumulated Depreciation: 2022 - $18,854; 2021 - $17,013) – NOTE 2	$ 3,068	$ 4,909
TOTAL ASSETS	$ 852,835	$ 781,752
LIABILITIES AND SHAREHOLDER'S EQUITY		
CURRENT LIABILITIES:		
Accounts Payable	$ 698	$ 2,118
Deferred Payroll Taxes Payable	14,013	28,026
Deferred Revenue	25,000	77,000
Accrued Expenses	4,090	5,194
Total Current Liabilities	$ 43,801	$ 112,338
SHAREHOLDER'S EQUITY:		
Common Stock, No Par Value; 1,000 Shares Authorized, 100 Shares Issued and Outstanding	$ 100	$ 100
Additional Paid-in Capital	832,058	832,058
Accumulated (Deficit)	(23,124)	(162,744)
Total Shareholder's Equity	$ 809,034	$ 669,414
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	$ 852,835	$ 781,752

See independent auditor's report and accompanying notes.

OMEX INTERNATIONAL, INC.

STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY
FOR THE YEARS ENDED SEPTEMBER 30

. . . . . .2022. . . . . .

	COMMON STOCK (NO PAR VALUE) SHARES	AMOUNT	ADDITIONAL PAID-IN CAPITAL	ACCUMULATED (DEFICIT)	TOTAL
BALANCES - BEGINNING OF YEAR	100	$100	$ 832,058	$ (162,744)	$ 669,414
NET INCOME				139,620	139,620
BALANCES – END OF YEAR	100	$100	$ 832,058	$ (23,124)	$ 809,034

. . . . . .2021. . . . . .

	COMMON STOCK (NO PAR VALUE) SHARES	AMOUNT	ADDITIONAL PAID-IN CAPITAL	ACCUMULATED (DEFICIT)	TOTAL
BALANCES - BEGINNING OF YEAR	100	$100	$ 832,058	$ (526,027)	$ 306,131
NET INCOME				363,283	363,283
BALANCES – END OF YEAR	100	$100	$ 832,058	$ (162,744)	$ 669,414

See independent auditor's report and accompanying notes.

OMEX INTERNATIONAL, INC.

STATEMENTS OF INCOME
FOR THE YEARS ENDED SEPTEMBER 30

	2022		2021	
	AMOUNT	PERCENTAGE OF TOTAL REVENUES	AMOUNT	PERCENTAGE OF TOTAL REVENUES
REVENUES:				
Royalties	$375,321	82.8 %	$393,097	100.0 %
Marketing Revenue	2,783	.6	197	
Franchise Fees	75,000	16.6		
Total Revenues	$453,104	100.0 %	$393,294	100.0 %
EXPENSES:				
Salaries	$ 91,207	20.1 %	$100,464	25.5 %
Payroll Taxes	7,278	1.6	6,306	1.6
Broker Commissions	52,500	11.6		
Miscellaneous	1,275	.3	425	.1
Bad Debts, Net of Recoveries	(2,910)	(.6)	(5,205)	(1.3)
Travel, Meals and Lodging	7,947	1.7	501	.1
Advertising	27,275	6.0	26,124	6.6
Telephone Expense	8,844	2.0	5,970	1.5
Office Rent	30,740	6.8	30,740	7.8
Office Expense	13,934	3.1	12,055	3.1
Computer Services	25,781	5.7	23,662	6.0
Consulting	9,925	2.2	10,575	2.7
Professional Fees	20,679	4.6	28,447	7.2
Franchise Registration Fees	250		950	.3
Trademark Fees	100		300	.1
Corporate Taxes	3,809	.8	4,885	1.2
Depreciation	1,841	.4	1,841	.5
Total Expenses	$300,475	66.3 %	$248,040	63.0 %
INCOME FROM OPERATIONS	$152,629	33.7 %	$145,254	37.0 %
OTHER INCOME (EXPENSES):				
Interest Income	$ 127		$ 131	
Interest Expense			(3)	
Loss on Foreign Currency Conversion	(13,136)	(2.9)%	(14,214)	(3.6)%
Paycheck Protection Program Loan Forgiveness Income			232,115	59.0
Total Other Income (Expenses)	$(13,009)	(2.9)%	$218,029	55.4 %
INCOME BEFORE PROVISION FOR INCOME TAXES	$139,620	30.8 %	$363,283	92.4 %
PROVISION FOR INCOME TAXES - NOTE 1D				
NET INCOME	$139,620	30.8 %	$363,283	92.4 %

See independent auditor’s report and accompanying notes.

OMEX INTERNATIONAL, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income	$ 139,620	$ 363,283
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Paycheck Protection Program Loan Forgiveness Income		(232,115)
Bad Debts	(2,910)	(5,205)
Depreciation	1,841	1,841
(Increase) Decrease in:		
Accounts Receivable	29,021	56,864
Prepaid Taxes	(3,017)	(5,578)
Prepaid Expenses	1,119	(3,265)
Deferred Costs	35,000	(52,500)
Increase (Decrease) in:		
Accounts Payable	(1,420)	(12,517)
Deferred Payroll Taxes Payable	(14,013)	12,016
Deferred Revenue	(52,000)	77,000
Accrued Expenses	(1,104)	153
Net Cash Provided by Operating Activities	$ 132,137	$ 199,977
CASH FLOWS FROM FINANCING ACTIVITIES:		
Advances Received from Related Party	$ 672,951	$ 662,429
Advances Paid to Related Party	(671,583)	(659,593)
Proceeds from Paycheck Protection Program Loan		118,255
Net Cash Provided by Financing Activities	$ 1,368	$ 121,091
NET INCREASE IN CASH	$ 133,505	$ 321,068
CASH - BEGINNING OF YEAR	577,427	256,359
CASH - END OF YEAR	$ 710,932	$ 577,427
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash Paid During the Year for Interest		$ 3

See independent auditor’s report and accompanying notes.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. NATURE OF BUSINESS

OMEX International, Inc. (the Company) sells and supports franchises providing commercial janitorial services in the United States of America and Canada. The Company extends credit to its franchisees in the normal course of business.

B. REVENUE RECOGNITION

Company revenues consist primarily of initial franchise sales, royalties, and marketing revenue. FASB ASC 606, *Revenue from Contracts with Customers*, provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. When an individual franchise is sold, the Company agrees to provide certain initial services to the franchisee. Generally, these services include training and assistance in office site location and marketing. Revenue from sales of individual franchises is recognized when substantially all significant services to be provided by the Company have been performed.

Franchise agreement royalties represent sales-based royalties that are recognized on a monthly basis as revenue.

C. DEPRECIATION

Property and equipment are carried at cost. Depreciation is computed using the straight-line method and estimated useful lives as summarized below. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in income for the period. The cost of maintenance and repairs is charged to expense as incurred, whereas significant renewals and betterments are capitalized.

CLASSIFICATION	METHOD	LIFE
Computer Equipment	Straight-Line	5 Years
Display Booth	Straight-Line	5 Years
Software	Straight-Line	3 Years
Office Furniture	Straight-Line	7 Years

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. INCOME TAXES

The Company files its federal and state income tax returns under the S corporation provisions of the income tax laws. Since the shareholder reports the profits or losses of the Company on his individual income tax returns, no provision for income taxes is included in these financial statements.

In accordance with IRC Section 7519, the Company is required to maintain an amount of prepaid taxes on deposit with the Internal Revenue Service in order to maintain a fiscal year other than December 31.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken and recognize a tax liability (or asset) if the Company has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. Management has analyzed the tax positions taken by the Company, and has concluded that as of September 30, 2022, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Company's income tax returns are subject to routine audits by taxing jurisdictions, generally for three years after they were filed; however, there are currently no audits for any tax periods in progress.

E. ADVERTISING

Advertising costs are expensed as incurred. Advertising expense was $27,275 and $26,124 for the years ended September 30, 2022 and 2021, respectively.

F. CASH EQUIVALENTS

For purposes of financial statement presentation, the Company considers all short-term, highly liquid investments with maturities of three months or less at the date of their acquisition to be cash equivalents. There were no cash equivalents as of September 30, 2022 or 2021.

G. ALLOWANCE FOR DOUBTFUL ACCOUNTS

The allowance for doubtful accounts is based on management's evaluation of outstanding accounts receivable at the end of the year. The Company had an allowance of $11,758 and $14,669 on accounts receivable as of September 30, 2022 and 2021, respectively.

Any accounts receivable determined to be uncollectible during the current year are directly written off to bad debts.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. USE OF ESTIMATES

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

I. COMPENSATED ABSENCES

Employees of the Company are entitled to paid vacation, sick, and personal days, depending on job classification, length of service, and other factors. It is impracticable to estimate the amount of compensation for future absences and, accordingly, no liability has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

J. DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through November 17, 2022, the date which the financial statements were available to be issued.

2. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of September 30:

. . . . . .2022. . . . . .

	COST	ACCUMULATED DEPRECIATION	BOOK VALUE	DEPRECIATION FOR THE YEAR THEN ENDED
Computer Equipment.....	$ 10,946	$ 7,878	$ 3,068	$ 1,841
Display Booth.....	5,433	5,433		
Software.....	524	524		
Office Furniture.....	5,019	5,019		
	$ 21,922	$ 18,854	$ 3,068	$ 1,841

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

2. PROPERTY AND EQUIPMENT (CONTINUED)

. . . . . .2021. . . . . .

	COST	ACCUMULATED DEPRECIATION	BOOK VALUE	DEPRECIATION FOR THE YEAR THEN ENDED
Computer Equipment.....	$ 10,946	$ 6,037	$ 4,909	$ 1,841
Display Booth.....	5,433	5,433		
Software.....	524	524		
Office Furniture.....	5,019	5,019		
	$ 21,922	$ 17,013	$ 4,909	$ 1,841

3. NOTE PAYABLE - LINE OF CREDIT

The Company has a $25,000 line of credit agreement with a local bank. Interest expense is calculated at that bank's prime rate plus 1.00% (4.25% as of September 30, 2022) and is to be paid monthly. The line of credit is secured by the personal guaranty of the sole shareholder and Task Masters, Inc., a related party (NOTE 5). There were no borrowings during the years ended September 30, 2022 or 2021.

4. LONG-TERM DEBT - PAYCHECK PROTECTION PROGRAM LOAN

During April 2020, the Company received loan proceeds of $113,860 from the Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act, provides for loans to qualifying businesses for amounts up to 2.5 times of the Company's average monthly payroll expenses. The loans and related accrued interest may be forgiven provided the borrower uses the proceeds for eligible expenses, including payroll, benefits, rent and utilities. The Company expended the entire loan proceeds on eligible expenses, applied for and received loan forgiveness from the Small Business Administration in November 2020.

During January 2021, the Company applied for a second round of PPP loans. The Company received loan proceeds of $118,255. As of September 30, 2021 the Company expended the entire loan proceeds on eligible expenses, applied for and received loan forgiveness from the Small Business Administration in July 2021. The proceeds have been recognized on the Statements of Income as Other Income to reflect the loan forgiveness.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

5. RELATED PARTY TRANSACTIONS

Task Masters, Inc., a corporation wholly owned by the Company's chief executive officer and sole shareholder, is the owner of the trademark "OMEX". The Company has been granted a license to use the trademark "OMEX" in its franchise operations for an initial payment of $500, plus an additional $100 payment due upon sale of each franchise.

Task Masters, Inc. also makes and receives temporary advances to the Company on open account. Interest is computed at the blended Applicable Federal Rate (1.40% as of September 30, 2022). The balance due from Task Masters, Inc. was $1,195 and $2,563 as of September 30, 2022 and 2021, respectively. Net interest expense on this account was $1 for the year ended September 30, 2022. Net interest income on this account was $3 for the year ended September 30, 2021.

The Company and Task Masters, Inc. utilize the same suite of offices which Task Masters, Inc. leases from the Company's sole shareholder. Under an informal sublease with Task Masters, Inc., the Company's proportionate share of office rent was $30,740 for each of the years ended September 30, 2022 and 2021.

Certain employees perform duties for both the Company and Task Masters, Inc. Payroll for these employees is paid solely by the Company, which charges Task Masters, Inc. for its proportionate share of these payroll expenses. Salaries and payroll tax expenses totaling $677,900 and $654,675 were charged to Task Masters, Inc. during the years ended September 30, 2022 and 2021, respectively.

The Company entered into a guaranty agreement for a line of credit obtained by Task Masters, Inc. The sole shareholder of the Company had also personally guarantied this line of credit. The total available line of credit was $400,000 as of September 30, 2022.

Revivex, Inc., a corporation wholly owned by the Company's chief executive officer and sole shareholder, maintains established commercial janitorial accounts in locations where franchises have been established and subsequently terminated. These accounts are maintained until new franchisees obtain the territories and commence providing required services. Revivex, Inc. did not operate any franchises during the years ended September 30, 2022 or 2021.

OMEX International, Inc. also makes temporary advances to Revivex, Inc. on open account with no provision for interest. There was no balance due from Revivex, Inc. as of September 30, 2022 or 2021.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

6. FRANCHISE OWNERSHIP

The Company does not own or operate any of its franchises (NOTE 5). The following analysis details franchise ownership during the years ended September 30:

	2022	2021
Franchises in Existence at Beginning of Year	28	25
Franchises Sold	2	3
Franchises Retired		
Franchises Terminated	(2)	
Franchises in Existence at End of Year	28	28

7. CONCENTRATIONS OF CREDIT RISK

The Company maintains cash balances in financial institutions located in Pennsylvania. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000 per institution. The uninsured cash balance was $499,869 and $329,401 as of September 30, 2022 and 2021, respectively.

The Company's accounts receivable are due from franchises. The receivables are personally guarantied by the franchise owners. As of September 30, 2022, accounts receivable of $81,340 were outstanding from one franchise representing 69% of total accounts receivable prior to the allowance for doubtful accounts. As of September 30, 2021, accounts receivable of $112,151 were outstanding from two franchises representing 77% of total accounts receivable prior to the allowance for doubtful accounts. Remaining outstanding accounts receivable were from franchises whose accounts receivable as of September 30, 2022 and 2021, did not individually constitute more than 10% of the total.

For the year ended September 30, 2022, revenues of $260,801 were earned from three franchises representing 70% of total gross revenues. For the year ended September 30, 2021, revenues of $264,193 were earned from three franchises representing 67% of total gross revenues. Remaining revenues were earned from franchises whose sales during the years ended September 30, 2022 and 2021, did not individually constitute more than 10% of total gross revenues.

8. RISKS AND UNCERTAINTIES

The United States Centers for Disease Control and Prevention (CDC) is responding to an outbreak of a respiratory disease named coronavirus disease 2019 (COVID-19). On January 31, 2020 the United States Department of Health and Human Services declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. As a result, numerous government agencies, officials and organizations have issued restrictions, guidance and recommendations that may have significant effects on the business community including, but not limited to, travel and social interaction. An estimate of the financial effect on the Company of this ongoing crisis cannot be made or quantified at this time.

OMEX INTERNATIONAL, INC.

SEPTEMBER 30, 2021

OMEX INTERNATIONAL, INC.

SEPTEMBER 30, 2021

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INDEPENDENT AUDITOR'S REPORT

To the Shareholder
OMEX International, Inc.
Camp Hill, Pennsylvania

Opinion

We have audited the accompanying financial statements of OMEX International, Inc. (a Pennsylvania S corporation) which comprise the balance sheets as of September 30, 2021 and 2020, and the related statements of changes in shareholder's equity, income, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of OMEX International, Inc. as of September 30, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 OMEX International, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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 OMEX International, Inc.'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 generally accepted auditing standards 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, including omissions, 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 generally accepted auditing standards, 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 OMEX International, Inc.'s internal control. Accordingly, no such opinion is expressed.

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

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about OMEX International, Inc.'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.

Martin M. Sachs and Associates

November 22, 2021

OMEX INTERNATIONAL, INC.

BALANCE SHEETS
SEPTEMBER 30

	2021	2020
ASSETS		
CURRENT ASSETS:		
Cash	$ 577,427	$ 256,359
Accounts Receivable (Less Allowance for Doubtful Accounts: 2021 - $14,669; 2020 - $20,400)	132,020	183,679
Prepaid Taxes - NOTE 1D	9,068	3,490
Prepaid Expenses	3,265	
Deferred Costs	52,500	
Advances Receivable - Related Party - NOTE 6	2,563	5,399
Total Current Assets	$ 776,843	$ 448,927
PROPERTY AND EQUIPMENT (Less Accumulated Depreciation: 2021 - $17,013; 2020 - $15,172) - NOTE 2	$ 4,909	$ 6,750
TOTAL ASSETS	$ 781,752	$ 455,677
LIABILITIES AND SHAREHOLDER'S EQUITY		
CURRENT LIABILITIES:		
Accounts Payable	$ 2,118	$ 14,635
Deferred Payroll Taxes Payable	28,026	16,010
Deferred Revenue	77,000	
Accrued Expenses	5,194	5,041
Total Current Liabilities	$ 112,338	$ 35,686
LONG-TERM DEBT - PAYCHECK PROTECTION PROGRAM LOAN - NOTE 5		$ 113,860
SHAREHOLDER'S EQUITY:		
Common Stock, No Par Value; 1,000 Shares Authorized, 100 Shares Issued and Outstanding	$ 100	$ 100
Additional Paid-in Capital	832,058	832,058
Accumulated (Deficit)	(162,744)	(526,027)
Total Shareholder's Equity	$ 669,414	$ 306,131
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	$ 781,752	$ 455,677

See independent auditor's report and accompanying notes.

OMEX INTERNATIONAL, INC.

STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY
FOR THE YEARS ENDED SEPTEMBER 30

. . . . . .2021. . . . . .

	COMMON STOCK (NO PAR VALUE) SHARES	AMOUNT	ADDITIONAL PAID-IN CAPITAL	ACCUMULATED (DEFICIT)	TOTAL
BALANCES - BEGINNING OF YEAR	100	$100	$ 832,058	$ (526,027)	$ 306,131
NET INCOME				363,283	363,283
BALANCES - END OF YEAR	100	$100	$ 832,058	$ (162,744)	$ 669,414

. . . . . .2020. . . . . .

	COMMON STOCK (NO PAR VALUE) SHARES	AMOUNT	ADDITIONAL PAID-IN CAPITAL	ACCUMULATED (DEFICIT)	TOTAL
BALANCES - BEGINNING OF YEAR	100	$100	$ 832,058	$ (621,545)	$ 210,613
NET INCOME				95,518	95,518
BALANCES - END OF YEAR	100	$100	$ 832,058	$ (526,027)	$ 306,131

See independent auditor's report and accompanying notes.

OMEX INTERNATIONAL, INC.

STATEMENTS OF INCOME
FOR THE YEARS ENDED SEPTEMBER 30

	.....2021.....		.....2020.....	
	AMOUNT	PERCENTAGE OF TOTAL REVENUES	AMOUNT	PERCENTAGE OF TOTAL REVENUES
REVENUES:				
Royalties	$393,097	100.0 %	$345,091	94.0 %
Marketing Revenue	197		2,079	.6
Sales of Franchise			20,000	5.4
Total Revenues	$393,294	100.0 %	$367,170	100.0 %
EXPENSES:				
Salaries	$100,464	25.5 %	$ 90,304	24.6 %
Payroll Taxes	6,306	1.6	7,228	2.0
Broker Commissions			16,000	4.4
Miscellaneous	425	.1	1,486	.4
Bad Debts, Net of Recoveries	(5,205)	(1.3)	(2,549)	(.7)
Travel, Meals and Lodging	501	.1	3,919	1.1
Advertising	26,124	6.6	32,378	8.8
Telephone Expense	5,970	1.5	6,424	1.7
Office Rent	30,740	7.8	12,809	3.5
Office Expense	12,055	3.1	16,023	4.4
Computer Services	23,662	6.0	23,463	6.4
Consulting	10,575	2.7	10,275	2.8
Professional Fees	28,447	7.2	29,259	8.0
Franchise Registration Fees	950	.3	900	.2
Trademark Fees	300	.1	100	
Corporate Taxes	4,885	1.2	4,583	1.2
Depreciation	1,841	.5	1,841	.5
Total Expenses	$248,040	63.0 %	$254,443	69.3 %
INCOME FROM OPERATIONS	$145,254	37.0 %	$112,727	30.7 %
OTHER INCOME (EXPENSES):				
Interest Income	$ 131		$ 62	
Interest Expense	(3)		(357)	(.1)%
Loss on Foreign Currency Conversion	(14,214)	(3.6)%	(16,914)	(4.6)
Paycheck Protection Program Loan Forgiveness Income	232,115	59.0		
Total Other Income (Expenses)	$218,029	55.4	$(17,209)	(4.7)%
INCOME BEFORE PROVISION FOR INCOME TAXES	$363,283	92.4 %	$ 95,518	26.0 %
PROVISION FOR INCOME TAXES - NOTE 1D				
NET INCOME	$363,283	92.4 %	$ 95,518	26.0 %

See independent auditor's report and accompanying notes.

OMEX INTERNATIONAL, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income	$ 363,283	$ 95,518
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Paycheck Protection Program Loan Forgiveness Income	(232,115)	
Bad Debts	(5,205)	(2,549)
Depreciation	1,841	1,841
(Increase) Decrease in:		
Accounts Receivable	56,864	25,666
Prepaid Taxes	(5,578)	(3,490)
Prepaid Expenses	(3,265)	
Deferred Costs	(52,500)	
Increase (Decrease) in:		
Accounts Payable	(12,517)	(2,421)
Payroll and Sales Taxes Payable		(14)
Deferred Payroll Taxes Payable	12,016	16,010
Deferred Revenue	77,000	
Accrued Expenses	153	2,715
Net Cash Provided by Operating Activities	$ 199,977	$ 133,276
CASH FLOWS FROM FINANCING ACTIVITIES:		
Advances Received from Related Party	$ 662,429	$ 573,834
Advances Paid to Related Party	(659,593)	(584,823)
Repayments of Long-Term Debt		(11,143)
Proceeds from Paycheck Protection Program Loan	118,255	113,860
Net Cash Provided by Financing Activities	$ 121,091	$ 91,728
NET INCREASE IN CASH	$ 321,068	$ 225,004
CASH - BEGINNING OF YEAR	256,359	31,355
CASH - END OF YEAR	$ 577,427	$ 256,359
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash Paid During the Year for Interest	$ 3	$ 357

See independent auditor's report and accompanying notes.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. NATURE OF BUSINESS

OMEX International, Inc. (the Company) sells and supports franchises providing commercial janitorial services in the United States of America and Canada. The Company extends credit to its franchisees in the normal course of business.

B. REVENUE RECOGNITION

Company revenues consist primarily of initial franchise sales, royalties, and marketing revenue. FASB ASC 606, *Revenue from Contracts with Customers*, provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. When an individual franchise is sold, the Company agrees to provide certain initial services to the franchisee. Generally, these services include training and assistance in office site location and marketing. Revenue from sales of individual franchises is recognized when substantially all significant services to be provided by the Company have been performed.

Franchise agreement royalties represent sales-based royalties that are recognized on a monthly basis as sales.

C. DEPRECIATION

Property and equipment are carried at cost. Depreciation is computed using the straight-line method and estimated useful lives as summarized below. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in income for the period. The cost of maintenance and repairs is charged to expense as incurred, whereas significant renewals and betterments are capitalized.

CLASSIFICATION	METHOD	LIFE
Property and Equipment	Straight-Line	3-7 Years

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. INCOME TAXES

The Company files its federal and state income tax returns under the S corporation provisions of the income tax laws. Since the shareholder reports the profits or losses of the Company on his individual income tax returns, no provision for income taxes is included in these financial statements.

In accordance with IRC Section 7519, the Company is required to maintain an amount of prepaid taxes on deposit with the Internal Revenue Service in order to maintain a fiscal year other than December 31.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken and recognize a tax liability (or asset) if the Company has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. Management has analyzed the tax positions taken by the Company, and has concluded that as of September 30, 2021, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Company's income tax returns are subject to routine audits by taxing jurisdictions, generally for three years after they were filed; however, there are currently no audits for any tax periods in progress.

E. ADVERTISING

Advertising costs are expensed as incurred. Advertising expense was $26,124 and $32,378 for the years ended September 30, 2021 and 2020, respectively.

F. CASH EQUIVALENTS

For purposes of financial statement presentation, the Company considers all short-term, highly liquid investments with maturities of three months or less at the date of their acquisition to be cash equivalents. There were no cash equivalents as of September 30, 2021 or 2020.

G. ALLOWANCE FOR DOUBTFUL ACCOUNTS

The allowance for doubtful accounts is based on management's evaluation of outstanding accounts receivable at the end of the year. The Company had an allowance of $14,669 and $20,400 on accounts receivable as of September 30, 2021 and 2020, respectively.

Any accounts receivable determined to be uncollectible during the current year are directly written off to bad debts.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. USE OF ESTIMATES

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

I. COMPENSATED ABSENCES

Employees of the Company are entitled to paid vacation, sick, and personal days, depending on job classification, length of service, and other factors. It is impracticable to estimate the amount of compensation for future absences and, accordingly, no liability has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

J. DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through November 22, 2021, the date which the financial statements were available to be issued.

2. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of September 30:

. . . . . .2021. . . . . .

	COST	ACCUMULATED DEPRECIATION	BOOK VALUE	DEPRECIATION FOR THE YEAR THEN ENDED
Computer Equipment	$ 10,946	$ 6,037	$ 4,909	$ 1,841
Display Booth	5,433	5,433		
Software	524	524		
Office Furniture	5,019	5,019		
	$ 21,922	$ 17,013	$ 4,909	$ 1,841

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

2. PROPERTY AND EQUIPMENT (CONTINUED)

. . . . . .2020. . . . . .

	COST	ACCUMULATED DEPRECIATION	BOOK VALUE	DEPRECIATION FOR THE YEAR THEN ENDED
Computer Equipment	$ 10,946	$ 4,196	$ 6,750	$ 1,841
Display Booth	5,433	5,433		
Software	524	524		
Office Furniture	5,019	5,019		
	$ 21,922	$ 15,172	$ 6,750	$ 1,841

3. NOTE PAYABLE - LINE OF CREDIT

The Company has a $25,000 line of credit agreement with a local bank. Interest expense is calculated at that bank's prime rate plus 1.00% (4.25% as of September 30, 2021) and is to be paid monthly. The line of credit is secured by the personal guaranty of the sole shareholder and Task Masters, Inc., a related party (NOTE 6). There were no borrowings during the years ended September 30, 2021 or 2020.

4. LONG-TERM DEBT

In August 2015, the Company entered into a term note agreement with a local bank in the amount of $50,000. The agreement called for 60 consecutive equal monthly payments of $943, including principal and interest, fixed at a rate of 4.89%. The note was secured by the personal guaranty of the sole shareholder and Task Masters, Inc. Interest expense was $357 for the year ended September 30, 2020. The loan was repaid in August 2020.

5. LONG-TERM DEBT - PAYCHECK PROTECTION PROGRAM LOAN

During April 2020, the Company received loan proceeds of $113,860 from the Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act, provides for loans to qualifying businesses for amounts up to 2.5 times of the Company's average monthly payroll expenses. The loans and related accrued interest may be forgiven provided the borrower uses the proceeds for eligible expenses, including payroll, benefits, rent and utilities. As of September 30, 2020, the Company expended the entire loan proceeds on eligible expenses but because notification of forgiveness was not received by year end, the Company recorded a payable. The Company applied for and received loan forgiveness from the Small Business Administration in November 2020. The payable was recharacterized in the current year on the Statements of Income as Other Income to reflect the loan forgiveness.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

5. LONG-TERM DEBT - PAYCHECK PROTECTION PROGRAM LOAN (CONTINUED)

During January 2021, the Company applied for a second round of PPP loans. The Company received loan proceeds of $118,255. As of September 30, 2021 the Company expended the entire loan proceeds on eligible expenses, applied for and received loan forgiveness from the Small Business Administration in July 2021. The proceeds have been recognized on the Statements of Income as Other Income to reflect the loan forgiveness.

6. RELATED PARTY TRANSACTIONS

Task Masters, Inc., a corporation wholly owned by the Company's chief executive officer and sole shareholder, is the owner of the trademark "OMEX". The Company has been granted a license to use the trademark "OMEX" in its franchise operations for an initial payment of $500, plus an additional $100 payment due upon sale of each franchise.

Task Masters, Inc. also makes and receives temporary advances to the Company on open account. Interest is computed at the blended Applicable Federal Rate (.13% as of September 30, 2021). The balance due from Task Masters, Inc. was $2,563 and $5,399 as of September 30, 2021 and 2020, respectively. Net interest expense on this account was $3 for the year ended September 30, 2021. Net interest income on this account was $9 for the year ended September 30, 2020.

The Company and Task Masters, Inc. utilize the same suite of offices which Task Masters, Inc. leases from the Company's sole shareholder. Under an informal sublease with Task Masters, Inc., the Company's proportionate share of office rent was $30,740 and $12,809 for the years ended September 30, 2021 and 2020, respectively. The Company only paid rent for five months during the year ended September 30, 2020 due to water damage that occurred on the premises in November 2019.

Certain employees perform duties for both the Company and Task Masters, Inc. Payroll for these employees is paid solely by the Company, which charges Task Masters, Inc. for its proportionate share of these payroll expenses. Salaries and payroll tax expenses totaling $654,675 and $549,344 were charged to Task Masters, Inc. during the years ended September 30, 2021 and 2020, respectively.

The Company entered into a guaranty agreement for a line of credit and a term note obtained by Task Masters, Inc. The sole shareholder of the Company had also personally guarantied this line of credit and term note. The total available line of credit was $400,000 as of September 30, 2021. The term note was repaid as of August 2020.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

6. RELATED PARTY TRANSACTIONS (CONTINUED)

Revivex, Inc., a corporation wholly owned by the Company's chief executive officer and sole shareholder, maintains established commercial janitorial accounts in locations where franchises have been established and subsequently terminated. These accounts are maintained until new franchisees obtain the territories and commence providing required services. Revivex, Inc. did not operate any franchises during the years ended September 30, 2021 or 2020.

OMEX International, Inc. also makes temporary advances to Revivex, Inc. on open account with no provision for interest. There was no balance due from Revivex, Inc. as of September 30, 2021 or 2020.

7. FRANCHISE OWNERSHIP

The Company does not own or operate any of its franchises (NOTE 6). The following analysis details franchise ownership during the years ended September 30:

	2021	2020
Franchises in Existence at Beginning of Year	25	24
Franchises Sold	3	1
Franchises Retired		
Franchises Terminated		
Franchises in Existence at End of Year	28	25

8. CONCENTRATIONS OF CREDIT RISK

The Company maintains cash balances in financial institutions located in Pennsylvania. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000 per institution. The uninsured cash balance was $329,401 and $6,359 as of September 30, 2021 and 2020, respectively.

The Company's accounts receivable are due from franchises. The receivables are personally guarantied by the franchise owners. As of September 30, 2021, accounts receivable of $112,151 were outstanding from two franchises representing 77% of total accounts receivable prior to the allowance for doubtful accounts. As of September 30, 2020, accounts receivable of $170,731 were outstanding from two franchises representing 84% of total accounts receivable prior to the allowance for doubtful accounts. Remaining outstanding accounts receivable were from franchises whose accounts receivable as of September 30, 2021 and 2020, did not individually constitute more than 10% of the total.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

8. CONCENTRATIONS OF CREDIT RISK CONTINUED)

For the year ended September 30, 2021, revenues of $264,193 were earned from three franchises representing 67% of total gross revenues. For the year ended September 30, 2020, revenues of $216,354 were earned from three franchises representing 63% of total gross revenues. Remaining revenues were earned from franchises whose sales during the years ended September 30, 2021 and 2020, did not individually constitute more than 10% of total gross revenues.

9. RISKS AND UNCERTAINTIES

The United States Centers for Disease Control and Prevention (CDC) is responding to an outbreak of a respiratory disease named coronavirus disease 2019 (COVID-19). On January 31, 2020 the United States Department of Health and Human Services declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. As a result, numerous government agencies, officials and organizations have issued restrictions, guidance and recommendations that may have significant effects on the business community including, but not limited to, travel and social interaction. An estimate of the financial effect on the Company of this ongoing crisis cannot be made or quantified at this time.

OMEX INTERNATIONAL, INC.

SEPTEMBER 30, 2020

OMEX INTERNATIONAL, INC.

SEPTEMBER 30, 2020

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INDEPENDENT AUDITOR'S REPORT

To the Shareholder
OMEX International, Inc.
Camp Hill, Pennsylvania

Report on the Financial Statements

We have audited the accompanying financial statements of OMEX International, Inc. (an S corporation) which comprise the balance sheets as of September 30, 2020 and 2019, and the related statements of changes in shareholder's equity, income, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of OMEX International, Inc. as of September 30, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Martin M. Sacks and Associates

December 30, 2020

OMEX INTERNATIONAL, INC.

BALANCE SHEETS
SEPTEMBER 30

	2020	2019
ASSETS		
CURRENT ASSETS:		
Cash	$ 256,359	$ 31,355
Accounts Receivable (Less Allowance for Doubtful Accounts: 2020 - $20,400; 2019 - $22,949)	183,679	206,796
Prepaid Taxes – NOTE 1D	3,490	
Advances Receivable – Related Party – NOTE 6	5,399	
Total Current Assets	$ 448,927	$ 238,151
PROPERTY AND EQUIPMENT (Less Accumulated Depreciation: 2020 - $15,172; 2019 - $35,702) – NOTE 2	$ 6,750	$ 8,591
TOTAL ASSETS	$ 455,677	$ 246,742
LIABILITIES AND SHAREHOLDER'S EQUITY		
CURRENT LIABILITIES:		
Current Portion of Long-Term Debt		$ 11,143
Accounts Payable	$ 14,635	17,056
Advances Payable – Related Party – NOTE 6		5,590
Payroll and Sales Taxes Payable		14
Deferred Payroll Taxes Payable	16,010	
Accrued Expenses	5,041	2,326
Total Current Liabilities	$ 35,686	$ 36,129
LONG-TERM DEBT - PAYCHECK PROTECTION PROGRAM LOAN – NOTE 5	$ 113,860	
SHAREHOLDER'S EQUITY:		
Common Stock, No Par Value; 1,000 Shares Authorized, 100 Shares Issued and Outstanding	$ 100	$ 100
Additional Paid-in Capital	832,058	832,058
Accumulated (Deficit)	(526,027)	(621,545)
Total Shareholder's Equity	$ 306,131	$ 210,613
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	$ 455,677	$ 246,742

See independent auditor's report and accompanying notes.

OMEX INTERNATIONAL, INC.

STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY
FOR THE YEARS ENDED SEPTEMBER 30

. . . . . .2020. . . . . .

	COMMON STOCK (NO PAR VALUE) SHARES	AMOUNT	ADDITIONAL PAID-IN CAPITAL	ACCUMULATED (DEFICIT)	TOTAL
BALANCES - BEGINNING OF YEAR	100	$100	$ 832,058	$ (621,545)	$ 210,613
NET INCOME				95,518	95,518
BALANCES – END OF YEAR	100	$100	$ 832,058	$ (526,027)	$ 306,131

. . . . . .2019. . . . . .

	COMMON STOCK (NO PAR VALUE) SHARES	AMOUNT	ADDITIONAL PAID-IN CAPITAL	ACCUMULATED (DEFICIT)	TOTAL
BALANCES - BEGINNING OF YEAR	100	$100	$ 832,058	$ (604,542)	$ 227,616
NET INCOME				50,909	50,909
DIVIDENDS				(67,912)	(67,912)
BALANCES – END OF YEAR	100	$100	$ 832,058	$ (621,545)	$ 210,613

See independent auditor's report and accompanying notes.

OMEX INTERNATIONAL, INC.

STATEMENTS OF INCOME
FOR THE YEARS ENDED SEPTEMBER 30

	.....2020.....		.....2019.....	
	AMOUNT	PERCENTAGE OF TOTAL REVENUES	AMOUNT	PERCENTAGE OF TOTAL REVENUES
REVENUES:				
Sales of Franchise	$ 20,000	5.4 %	$ 42,499	12.4 %
Royalties	345,091	94.0	289,276	84.6
Marketing Revenue	2,079	.6	9,984	3.0
Total Revenues	$367,170	100.0 %	$341,759	100.0 %
EXPENSES:				
Salaries	$ 90,304	24.6 %	$ 82,037	24.0 %
Payroll Taxes	7,228	2.0	7,508	2.2
Broker Commissions	16,000	4.4	22,500	6.6
Miscellaneous	1,486	.4	1,275	.4
Bad Debts, Net of Recoveries	(2,549)	(.7)	16,528	4.8
Travel, Meals and Lodging	3,919	1.1	6,532	1.9
Advertising	32,378	8.8	28,023	8.2
Telephone Expense	6,424	1.7	5,917	1.7
Office Rent	12,809	3.5	30,740	9.0
Office Expense	16,023	4.4	14,796	4.3
Computer Services	23,463	6.4	21,271	6.2
Consulting	10,275	2.8	11,559	3.4
Professional Fees	29,259	8.0	19,068	5.6
Franchise Registration Fees ..	900	.2	950	.3
Trademark Fees	100		200	
Corporate Taxes	4,583	1.2	4,299	1.3
Depreciation	1,841	.5	614	.2
Total Expenses	$254,443	69.3 %	$273,817	80.1 %
INCOME FROM OPERATIONS	$112,727	30.7 %	$ 67,942	19.9 %
OTHER INCOME (EXPENSES):				
Interest Income	$ 62		$ 61	
Interest Expense	(357)	(.1)%	(1,280)	(.4)%
Loss on Foreign Currency Conversion	(16,914)	(4.6)	(15,814)	(4.6)
Total Other Income (Expenses)	$(17,209)	(4.7)%	$(17,033)	(5.0)%
INCOME BEFORE PROVISION FOR INCOME TAXES	$ 95,518	26.0 %	$ 50,909	14.9 %
PROVISION FOR INCOME TAXES - NOTE 1D				
NET INCOME	$ 95,518	26.0 %	$ 50,909	14.9 %

See independent auditor’s report and accompanying notes.

OMEX INTERNATIONAL, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income	$ 95,518	$ 50,909
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Bad Debts	(2,549)	16,528
Depreciation	1,841	614
(Increase) Decrease in:		
Accounts Receivable	25,666	70,408
Prepaid Taxes	(3,490)	800
Increase (Decrease) in:		
Accounts Payable	(2,421)	(3,256)
Payroll and Sales Taxes Payable	(14)	(8,120)
Deferred Payroll Taxes Payable	16,010	
Accrued Expenses	2,715	625
Net Cash Provided by Operating Activities	$ 133,276	$ 128,508
CASH FLOWS FROM FINANCING ACTIVITIES:		
Advances Received from Related Party	$ 573,834	$ 553,905
Advances Paid to Related Party	(584,823)	(552,550)
Dividends Paid		(67,912)
Advances of Line of Credit		4,000
Repayments of Line of Credit		(28,020)
Repayments of Long-Term Debt	(11,143)	(10,478)
Proceeds from PPP Loan	113,860	
Net Cash Provided (Used) by Financing Activities	$ 91,728	$ (101,055)
NET INCREASE IN CASH	$ 225,004	$ 27,453
CASH - BEGINNING OF YEAR	31,355	3,902
CASH - END OF YEAR	$ 256,359	$ 31,355
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash Paid During the Year for Interest	$ 357	$ 1,280
Noncash Investing Activities:		
Advance Incurred to Acquire Equipment		$ 9,205

See independent auditor’s report and accompanying notes.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. NATURE OF BUSINESS

OMEX International, Inc. (the Company) sells and supports franchises providing commercial janitorial services in the United States of America and Canada. The Company extends credit to its franchisees in the normal course of business.

B. REVENUE RECOGNITION

Company revenues consist primarily of initial franchise sales, royalties, and marketing revenue. FASB ASC 606, *Revenue from Contracts with Customers*, provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. When an individual franchise is sold, the Company agrees to provide certain initial services to the franchisee. Generally, these services include training and assistance in office site location and marketing. Revenue from sales of individual franchises is recognized when substantially all significant services to be provided by the Company have been performed.

Franchise agreement royalties represent sales-based royalties that are recognized on a monthly basis as sales.

As of September 30, 2020 and 2019, there was no liability for the Company to perform any initial services for existing franchises already sold.

C. DEPRECIATION

Property and equipment are carried at cost. Depreciation is computed using the straight-line method and estimated useful lives as summarized below. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in income for the period. The cost of maintenance and repairs is charged to expense as incurred, whereas significant renewals and betterments are capitalized.

CLASSIFICATION	METHOD	LIFE
Property and Equipment	Straight-Line	3-7 Years

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. INCOME TAXES

The Company files its federal and state income tax returns under the S corporation provisions of the income tax laws. Since the shareholder reports the profits or losses of the Company on his individual income tax returns, no provision for income taxes is included in these financial statements.

In accordance with IRC Section 7519, the Company is required to maintain an amount of prepaid taxes on deposit with the Internal Revenue Service in order to maintain a fiscal year other than December 31.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken and recognize a tax liability (or asset) if the Company has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. Management has analyzed the tax positions taken by the Company, and has concluded that as of September 30, 2020, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Company's income tax returns are subject to routine audits by taxing jurisdictions, generally for three years after they were filed; however, there are currently no audits for any tax periods in progress.

E. ADVERTISING

Advertising costs are expensed as incurred. Advertising expense was $32,378 and $28,023 for the years ended September 30, 2020 and 2019, respectively.

F. CASH EQUIVALENTS

For purposes of financial statement presentation, the Company considers all short-term, highly liquid investments with maturities of three months or less at the date of their acquisition to be cash equivalents. There were no cash equivalents as of September 30, 2020 or 2019.

G. ALLOWANCE FOR DOUBTFUL ACCOUNTS

The allowance for doubtful accounts is based on management's evaluation of outstanding accounts receivable at the end of the year. The Company had an allowance of $20,400 and $22,949 on accounts receivable as of September 30, 2020 and 2019, respectively.

Any accounts receivable determined to be uncollectible during the current year are directly written off to bad debts.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. USE OF ESTIMATES

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

I. COMPENSATED ABSENCES

Employees of the Company are entitled to paid vacation, sick, and personal days, depending on job classification, length of service, and other factors. It is impracticable to estimate the amount of compensation for future absences and, accordingly, no liability has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

J. RECLASSIFICATION

Certain 2019 amounts have been reclassified to conform with the 2020 presentation to facilitate comparability.

K. DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through December 30, 2020, the date which the financial statements were available to be issued.

2. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of September 30:

. . . . . .2020. . . . . .

	COST	ACCUMULATED DEPRECIATION	BOOK VALUE	DEPRECIATION FOR THE YEAR THEN ENDED
Computer Equipment	$ 10,946	$ 4,196	$ 6,750	$ 1,841
Display Booth	5,433	5,433		
Software	524	524		
Office Furniture	5,019	5,019		
	$ 21,922	$ 15,172	$ 6,750	$ 1,841

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

2. PROPERTY AND EQUIPMENT (CONTINUED)

. . . . . .2019. . . . . .

	COST	ACCUMULATED DEPRECIATION	BOOK VALUE	DEPRECIATION FOR THE YEAR THEN ENDED
Computer Equipment	$ 32,396	$ 23,805	$ 8,591	$ 614
Display Booth	5,433	5,433		
Software	1,445	1,445		
Office Furniture	5,019	5,019		
	$ 44,293	$ 35,702	$ 8,591	$ 614

3. NOTE PAYABLE - LINE OF CREDIT

The Company has a $25,000 line of credit agreement with a local bank. Interest expense is calculated at that bank's prime rate plus 1.00% (4.25% as of September 30, 2020) and is to be paid monthly. The line of credit is secured by the personal guaranty of the sole shareholder and Task Masters, Inc., a related party (NOTE 6). Interest expense on this line of credit was $445 for the year ended September 30, 2019. There were no borrowings during the year ended September 30, 2020.

4. LONG-TERM DEBT

In August 2015, the Company entered into a term note agreement with a local bank in the amount of $50,000. The agreement calls for 60 consecutive equal monthly payments of $943, including principal and interest, fixed at a rate of 4.89%, until the note is paid in full. The note is secured by the personal guaranty of the sole shareholder and Task Masters, Inc. Interest expense was $357 and $835 for the years ended September 30, 2020 and 2019, respectively. The loan was repaid in August 2020.

5. LONG-TERM DEBT - PAYCHECK PROTECTION PROGRAM LOAN

During April 2020, the Company received loan proceeds of $113,860 from the Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act, provides for loans to qualifying businesses for amounts up to 2.5 times of the Company's average monthly payroll expenses. The loans and related accrued interest may be forgiven provided the borrower uses the proceeds for eligible expenses, including payroll, benefits, rent and utilities. As of September 30, 2020, the Company expended the entire loan proceeds on eligible expenses. The Company applied for full loan forgiveness and subsequent to year end, was notified that the loan has been fully forgiven.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

6. RELATED PARTY TRANSACTIONS

Task Masters, Inc., a corporation wholly owned by the Company's chief executive officer and sole shareholder, is the owner of the trademark "OMEX". The Company has been granted a license to use the trademark "OMEX" in its franchise operations for an initial payment of $500, plus an additional $100 payment due upon sale of each franchise.

Task Masters, Inc. also makes and receives temporary advances to the Company on open account. Interest is computed at the blended Applicable Federal Rate (.89% as of September 30, 2020). The balance due from Task Masters, Inc. was $5,399 as of September 30, 2020. The balance due to Task Masters, Inc. was $5,590 as of September 30, 2019. Interest income on this open account was $9 and $39 for the years ended September 30, 2020 and 2019, respectively.

The Company and Task Masters, Inc. utilize the same suite of offices which Task Masters, Inc. leases from the Company's sole shareholder. Under an informal sublease with Task Masters, Inc., the Company's proportionate share of office rent was $12,809 and $30,740 for the years ended September 30, 2020 and 2019, respectively. The Company only paid rent for five months during the year ended September 30, 2020 due to water damage that occurred on the premises in November 2019.

Certain employees perform duties for both the Company and Task Masters, Inc. Payroll for these employees is paid solely by the Company, which charges Task Masters, Inc. for its proportionate share of these payroll expenses. Salaries and payroll tax expenses totaling $549,344 and $538,389 were charged to Task Masters, Inc. during the years ended September 30, 2020 and 2019, respectively.

The Company entered into a guaranty agreement for a line of credit and a term note obtained by Task Masters, Inc. The sole shareholder of the Company has also personally guarantied this line of credit and term note. The total available line of credit was $400,000 as of September 30, 2020. The term note was repaid as of August 2020.

Revivex, Inc., a corporation wholly owned by the Company's chief executive officer and sole shareholder, maintains established commercial janitorial accounts in locations where franchises have been established and subsequently terminated. These accounts are maintained until new franchisees obtain the territories and commence providing required services. Revivex, Inc. did not operate any franchises during the years ended September 30, 2020 or 2019.

OMEX International, Inc. also makes temporary advances to Revivex, Inc. on open account with no provision for interest. There was no balance due from Revivex, Inc. as of September 30, 2020 or 2019.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

7. FRANCHISE OWNERSHIP

The Company does not own or operate any of its franchises (NOTE 6). The following analysis details franchise ownership during the years ended September 30:

	2020	2019
Franchises in Existence at Beginning of Year	24	25
Franchises Sold	1	2
Franchises Retired		(1)
Franchises Terminated		(2)
Franchises in Existence at End of Year	25	24

8. CONCENTRATIONS OF CREDIT RISK

The Company maintains cash balances in financial institutions located in Pennsylvania. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000 per institution. The uninsured cash balance was $6,359 as of September 30, 2020. There was no uninsured cash balance as of September 30, 2019.

The Company's accounts receivable are due from franchises. The receivables are personally guarantied by the franchise owners. As of September 30, 2020, accounts receivable of $170,731 were outstanding from two franchises representing 84% of total accounts receivable prior to the allowance for doubtful accounts. As of September 30, 2019, accounts receivable of $190,358 were outstanding from two franchises representing 83% of total accounts receivable prior to the allowance for doubtful accounts. Remaining outstanding accounts receivable were from franchises whose accounts receivable as of September 30, 2020 and 2019, did not individually constitute more than 10% of the total.

For the year ended September 30, 2020, revenues of $216,354 were earned from three franchises representing 63% of total gross revenues. For the year ended September 30, 2019, revenues of $176,131 were earned from three franchises representing 52% of total gross revenues. Remaining revenues were earned from franchises whose sales during the years ended September 30, 2020 and 2019, did not individually constitute more than 10% of total gross revenues.

OMEX INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

9. RISKS & UNCERTAINTIES

The United States Centers for Disease Control and Prevention (CDC) is responding to an outbreak of a respiratory disease named coronavirus disease 2019 (COVID-19) that has been detected in more than 100 locations internationally, including the United States. On January 31, 2020 the United States Department of Health and Human Services declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. As a result, numerous government agencies, officials and organizations have issued restrictions, guidance and recommendations that may have significant effects on the business community including, but not limited to, travel and social interaction. An estimate of the financial effect on the Company of this ongoing crisis cannot be made or quantified at this time.

EXHIBIT B TO FDD

FRANCHISE AGREEMENT

OMEX INTERNATIONAL, INC.

FRANCHISE AGREEMENT

EXHIBIT B TO DISCLOSURE DOCUMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION AND MEDIATION.

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B.	REFUNDS AND CANCELLATION
C.	GUARANTY AND ASSUMPTION OF OBLIGATIONS

OMEX INTERNATIONAL, INC.
FRANCHISE AGREEMENT

This Franchise Agreement ("this Agreement"), made this ___ day of _____, 20___, by and between OMEX INTERNATIONAL, INC., a Pennsylvania corporation, having its principal place of business at 205 House Avenue, Camp Hill, Pennsylvania, 17011 ("Franchisor"), and _____ _____ ("Franchisee").

WITNESSETH:

WHEREAS, Franchisor or its affiliate, over a period of time and as the result of the expenditure of time, skill, effort and money, has developed and owns a unique system ("System"), identified by the mark "OMEX" relating to the establishment, development and operation of businesses which provide professional cleaning services specializing in commercial accounts, and providing related services; and

WHEREAS, the distinguishing characteristics of the System include, without limitation, exclusively designed signage; quality equipment, solvents, chemicals and materials; procedures and techniques for providing professional cleaning services and related services; the OMEX Confidential Operations Manual; the OMEX Trademarked Product Lines, the OMEX Proprietary Software Program, if developed, uniform operating methods, procedures and techniques; other confidential operations procedures; and methods and techniques for inventory and cost controls, record keeping and reporting, personnel management, purchasing, sales promotion, marketing and advertising; all of which may be changed, improved and further developed by Franchisor from time to time; and

WHEREAS, Franchisor's affiliate, Task Masters, Inc., d/b/a OMEX, is the owner of the right, title and interest together with all the goodwill connected thereto, in and to the trade name, trademark and service mark "OMEX", "OMEX OFFICE MAINTENANCE EXPERTS plus design", associated logos and commercial symbols, and such other trade names, trademarks and service marks as are now designated (and may be designated in writing by Franchisor) as an integral part of the System (the "Mark(s)"); and

WHEREAS, Franchisor's affiliate has licensed Franchisor the right to use and to sublicense its franchisees to use the Marks in the operation of OMEX businesses; and

WHEREAS, Franchisor grants to qualified persons franchises to own and operate OMEX businesses providing services authorized and approved by Franchisor in utilizing the System and Marks. Franchisee desires to operate an OMEX business under the System and using the Marks and has applied for a franchise and such application has been approved by Franchisor in reliance upon all of the representations made therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, operations, and service and the necessity of operating the Franchised Business in strict conformity with Franchisor's standards and specifications; and

WHEREAS, Franchisor expressly disclaims the making of and Franchisee acknowledges that, It has not received nor relied upon, any warranty or guaranty, express or implied, as to the revenues, profits or success of the business venture contemplated by this Agreement, except as provided in Franchisor's Uniform Franchise Disclosure Document. Franchisee acknowledges that it has read this Agreement and Franchisor's Uniform Franchise Disclosure Document and that it has no knowledge of any representation by Franchisor, or its officers, directors, shareholders, employees or agents that are contrary to the statements made in Franchisor's Uniform Franchise Disclosure Document or to the terms hereof.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other set forth in this Agreement hereby agree as follows:

I. APPOINTMENT AND FRANCHISE FEE

A. Franchisor hereby grants to Franchisee, upon the terms and conditions herein contained, the right, license and privilege to use the Marks, and Franchisee undertakes the obligation, to operate an OMEX business providing professional cleaning and related services ("Franchised Business"), as designated or approved from time to time by Franchisor, and to use solely in connection therewith the System, as it may be changed, improved and further developed from time to time, from one (1) location only, described on Exhibit "A", and servicing customers primarily within an area of primary responsibility as described below.

B. Franchisee receives an area of primary responsibility ("Area of Primary Responsibility"), and the Areas of Primary Responsibility granted to franchisees shall vary in size and dimensions. The determination of the Area of Primary Responsibility shall be made and agreed upon between Franchisor and Franchisee.

C. Franchisor will not, so long as this Agreement is in force and effect and Franchisee is not in default under any of the terms hereof, enfranchise or operate any other OMEX business within the area described in Exhibit "A" hereto. ("Area of Primary Responsibility"). However, other franchisees may sell within Franchisee's Area of Primary Responsibility as described in Paragraph E below. Franchisor has the right, in its sole discretion, to grant such other franchises outside of the Area of Primary Responsibility, as Franchisor, in its sole discretion, deems appropriate. Further, Franchisor or its affiliates has or may establish other franchises or company-owned businesses offering products and services similar to those offered within the System (such as home or warehouse cleaning services) operating within the Area of Primary Responsibility under a different trademark or trade name; provided these franchisees or businesses will not offer office cleaning services. Both within and outside of the Area of Primary Responsibility, Franchisor reserves the right to offer and sell at wholesale or retail (or any other species of retail vendor whatsoever), using any and all channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, products and services, and OMEX Trademarked Product Lines, as defined in Paragraphs XIII.F hereof, under the Marks, which products may be resold at retail to the general public by such entities. Franchisor further reserves the right to develop a proprietary line of cleaning products, which may be sold within or outside the Area of Primary Responsibility under the Marks. Those products and services which comprise a part of the System are delineated and set forth in detail in the OMEX

Confidential Operations Manual ("Confidential Operations Manual"), which Confidential Operations Manual may be amended from time to time to reflect additions to, deletions from and modifications to the specification of those services and products which comprise a part of the System.

D. In consideration of the franchise granted herein, Franchisee shall pay to Franchisor a franchise fee of _____ Thousand Dollars ($_____) upon execution of this Agreement. The franchise fee is based upon the population in the Area of Primary Responsibility and shall be calculated as follows:

Population	Franchise Fee
Less than 750,000	25,000.00
750,001 - 1,000,000	30,000.00
1,000,001 or more	35,000.00

Said fee shall be deemed fully earned and non-refundable, except as may be specifically provided in this Agreement, upon payment thereof, as consideration to Franchisor for its expenses incurred in furnishing assistance and services to Franchisee and for Franchisor's lost or deferred opportunity to enfranchise others.

E. If a franchisee generates and services an account in another franchisee's Area of Primary Responsibility, the franchisee who does the work will be required to pay, in the absence of any other mutually agreed arrangement, the franchisee in whose territory the work is performed five percent (5%) of the Gross Receipts received from such account each time he services such account. This provision does not apply to customers within Franchisee's Area of Primary Responsibility who were serviced by another franchisee prior to sale of the franchise. The following customers in Franchisee's Area of Primary Responsibility were previously serviced by another franchisee: _____ _____Failure to report service in another franchisee's Area of Primary Responsibility to the other franchisee is grounds for termination of this Agreement. In the event of disputes between franchisee, the decision of the Franchisor shall be final. Notwithstanding the foregoing, Franchisees may negotiate agreements among themselves for the sharing of accounts, which encompass each other's Area of Primary Responsibility.

F. You and your designated, if applicable, shall submit to Franchisor all data regarding your (or your manager's) personal abilities, aptitudes and financial qualifications as required by Franchisor. Franchisor shall have fifteen (15) business days to evaluate such data, and may elect to terminate this Agreement within that time, refunding all monies paid to Franchisor, under the terms of this Agreement, less expenses incurred by Franchisor, not to exceed One Thousand Dollars ($1,000.00), provided that your training has not yet commenced. If you are terminated during your training or after your training is complete, you must reimburse OMEX for any expenses incurred by OMEX, not to exceed Three Thousand Dollars ($3,000.00).

II. TERM AND RENEWAL

A. This Agreement shall be effective and binding for an initial term equal to ten (10) years from the date of its execution.

B. Franchisee shall have the right to renew this franchise at the expiration of the initial term of the franchise for additional successive terms of five (5) years each, provided that all of the following conditions have been fulfilled:

1. Franchisee has, during the entire term of this Agreement, substantially complied with all its provisions;

2. Franchisee has brought the Franchised Business into full compliance with the specifications and standards then applicable for new or renewing OMEX businesses;

3. Franchisee has given notice of renewal to Franchisor as provided below;

4. Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor and its subsidiaries and affiliates and has timely met these obligations throughout the term of this Agreement;

5. Franchisee has executed upon renewal Franchisor's then-current form of this Agreement (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise), which agreement shall supersede in all respects this Agreement, and the terms of which may differ from the terms of this Agreement, except for the percentage Continuing Services and Royalty Fee and advertising contribution, and the territorial grant; and, provided, Franchisee shall not be required to pay the then-current initial franchise fee or its equivalent;

6. Franchisee has complied with Franchisor's then-current qualification and training requirements; and

7. Franchisee (including Franchisee's principals) has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its subsidiaries and affiliates, and their respective officers, directors, agents and employees.

C. If Franchisee desires to renew this franchise at the expiration of this Agreement, Franchisee shall give Franchisor written notice of its desire to renew at least six (6) months, but not more than twelve (12) months, prior to the expiration of the initial term of this Agreement. Within sixty (60) days after its receipt of such timely notice, Franchisor shall furnish Franchisee with written notice of: (1) reasons which could cause Franchisor not to grant a renewal to Franchisee, including any deficiencies which require correction and a schedule for correction thereof by Franchisee; and (2) Franchisor's then current requirements relating to the image, appearance, decoration, furnishing, equipping and stocking of OMEX businesses, and a schedule for effecting such upgrading or modifications in order to bring the Franchised

Business in compliance therewith, as a condition of renewal. Renewal of the franchise shall be conditioned upon Franchisee's compliance with such requirements within two (2) months of the date of expiration and continued compliance with all the terms and conditions of this Agreement up to the date of expiration. If Franchisee is unable to comply with the requirements identified by Franchisor within the time frame set forth above, Franchisor shall give Franchisee written notice of its election not to renew the franchise. Such notice shall specify the reasons for nonrenewal. Franchisee shall be required to comply with all covenants contained in Paragraph XVI of this Agreement upon non-renewal.

III. BUSINESS LOCATION

A. Franchisee shall maintain an office and storage location within the Area of Primary Responsibility. If Franchisee elects to relocate the office and storage location of the Franchised Business, Franchisee shall obtain prior approval of such relocation from Franchisor.

B. Franchisee will be responsible for purchasing or leasing a suitable site for the office and location of the Franchised Business, subject to Franchisor's written approval. Prior to the acquisition by lease or purchase of any site for the location of the Franchised Business, or if Franchisee is already in possession of such a location, then upon execution of the Franchise Agreement, Franchisee shall submit a description of the proposed site to Franchisor, together with a letter of intent or other evidence satisfactory to Franchisor which confirms Franchisee's favorable prospects for obtaining or retaining the proposed site. Franchisor's approval or disapproval of an office location will be based solely on whether the location and appearance of the office conforms to the image Franchisor is attempting to project. Such approval or disapproval shall not be construed as a guarantee or representation of the quality or likelihood of success of such location and franchisee makes the final decision to accept any location.

C. Franchisee, at its expense, shall at all times during the term of this Agreement, maintain the interior and exterior of the office location, and maintain office equipment and furnishings in good repair, attractive appearance and sound operating condition.

D. It shall be the sole responsibility of Franchisee to investigate all applicable zoning, licensing, leasing and other requirements for a proposed site and to ensure that the site selected complies with all such requirements.

IV. VEHICLES

A. Franchisee may purchase or lease original and replacement vehicles from any source provided they meet standards established by Franchisor. All vehicles used in the operation of the Franchised Business must be vans or mini-vans meeting specifications prescribed by Franchisor in the Confidential Operations Manual.

B. Franchisee at its expense shall at all times during the term of this Agreement, maintain the interior and exterior of the vehicles utilized in the Franchised Business in good repair, attractive appearance, sound operating condition and equipped in accordance with Franchisor's standards and specifications.

Franchisee, at the request of Franchisor, shall make necessary repairs and equipment modifications or additions to Franchisee's vehicles used in the Franchised Business in order to maintain the reputation of the System.

C. It shall be the sole responsibility of Franchisee to investigate all applicable licensing, leasing and other requirements for the maintenance of Franchisee's vehicles and to insure ongoing compliance with all such requirements throughout the term of this Agreement.

D. The vehicles used by Franchisee in conducting the Franchised Business must be capable of prominently providing the external display of OMEX advertising copy, including the OMEX logo graphics supplied and/or approved by Franchisor, and further, such logo and graphics must be maintained in good appearance. Additional sales, advertising or display information can be placed on the vehicles only with the prior written approval of Franchisor. A list of approved vehicles shall be made part of the Approved Supplies List as further described in Paragraph XIII of this Agreement.

V. TRAINING AND ASSISTANCE

A. Franchisor shall make initial training available to Franchisee up to three (3) designates of Franchisee. Franchisee and Franchisee's designated manager, if any, shall attend and successfully complete to Franchisor's satisfaction prior to opening for business, an initial training and familiarization course of five (5) days in duration to be conducted at Franchisor's headquarters or other Franchisor designated facility. Said training program shall cover material aspects of the operation of the Franchised Business, including but not limited to: general business practices to be utilized, accounting procedures and reporting requirements, marketing procedures and techniques, computer utilization, sales and service techniques and employee screening and training. All expenses incurred by Franchisee and its designates in attending such program, including, but not limited to travel costs, room and board expenses, and employees' salaries, shall be the sole responsibility of Franchisee. The initial training program may, at Franchisor's option, also include assistance in Grand Opening Advertising in Franchisee's territory.

B. Once Franchisee has commenced operation of the Franchised Business, Franchisor shall furnish to Franchisee, at Franchisee's business location and at Franchisor's expense, one (1) of Franchisor's representatives for a period of five (5) days for the purpose of facilitating the commencement of operation of Franchisee's Franchised Business. During this period, such representative will also assist Franchisee in local marketing activities, visiting potential customers, establishing and standardizing procedures and techniques essential to the operation of an OMEX business. Should Franchisee request additional assistance from Franchisor in order to facilitate the opening of the Franchised Business, and should Franchisor, in its discretion, deem it necessary, feasible and appropriate to comply with the request, Franchisee shall reimburse Franchisor for the expense of Franchisor providing such additional assistance, which will include Franchisor's then-current service fee.

C. If Franchisor determines, in its sole discretion, that Franchisee is unable to satisfactorily complete the training program described above, Franchisor shall have the right to terminate this Agreement in the manner herein provided. If this Agreement is terminated pursuant to this Paragraph, Franchisor shall

return to Franchisee the franchise fees paid by Franchisee to Franchisor minus the expenses incurred by Franchisor as of such date for providing training to Franchisee and other expenses incurred by Franchisor. Upon return of said amount, Franchisor shall be fully and forever released from any claims or causes of action Franchisee may have under or pursuant to this Agreement, and Franchisee shall have no further right, title or interest in the Marks or the System. Notwithstanding the foregoing, Franchisee shall be bound by all provisions regarding confidentiality as set forth in Paragraph VII and VIII of this Agreement.

D. If Franchisee designates new or additional managers or employees after the initial training program, Franchisor shall provide training to such managers or employees to the extent that Franchisor can reasonably accommodate such managers or employees in Franchisor's regularly scheduled training course. Franchisor shall provide such training at Franchisor's then-current fee. In addition, Franchisee shall be responsible for all expenses incurred by Franchisee's employees in attending such training. In no event will Franchisor be under any obligation to provide individual training to Franchisee's managers or employees.

E. Franchisor from time to time may provide and if it does, may require that previously-trained and experienced franchisees, their managers and/or employees attend and successfully complete refresher training programs or seminars to be conducted within Franchisee's Metropolitan Statistical Area ("MSA"), as that term is defined by the Census Bureau of the United States, at such location as may be designated by Franchisor. Attendance at such refresher training programs or seminars shall be at Franchisee's sole expense, provided, however, that attendance will not be required at more than two (2) such programs in any calendar year and shall not collectively exceed four (4) business days in duration during any calendar year.

VI. PROPRIETARY MARKS

A. Franchisee acknowledges that Franchisor's affiliate, Task Masters, Inc., d/b/a OMEX, is the owner of the Marks. Franchisee further acknowledges that Franchisee's right to use the Marks is derived solely from this Agreement and is limited to the conduct of business by Franchisee pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by Franchisor from time to time during the term of the franchise. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee acknowledges that all usage of the Marks by Franchisee and any goodwill established by Franchisee's use of the Marks shall inure to the exclusive benefit of Franchisor and Task Masters, Inc., d/b/a OMEX and that this Agreement does not confer any goodwill or other interests in the Marks upon Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or registration thereof or assist any other person in contesting the validity or ownership of any of the Marks. All provisions of this Agreement applicable to the Marks apply to any additional trademarks, service marks, and commercial symbols authorized for use by and licensed to Franchisee by Franchisor after the date of this Agreement.

B. Franchisee shall not use any of the Marks or portion of any of the Marks as part of any corporate or trade name or in connection with Franchisee's domain name or websites, or with any prefix,

suffix, or other modifying words, terms, designs, or symbols, or in any modified form. All contracts executed by Franchisee shall list Franchisee's corporate name and shall not be entered into under the "OMEX" name. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law.

Franchisee shall not use any mark in conjunction with any link to Franchisee's or any website without Franchisor's written consent. Franchisee shall not use any of the marks outside the franchise location. Franchisee shall not use, directly or indirectly, any advertisements via the Internet, which advertise the Franchisee's services outside the franchise location.

C. Franchisee shall promptly notify Franchisor of any claim, demand, or cause of action based upon or arising from any attempt by any other person, firm or corporation to use the Marks or any colorable imitation thereof. Franchisee shall notify Franchisor of any action, claim or demand against Franchisee relating to the Marks, within ten (10) days after Franchisee receives notice of said action, claim, or demand. Upon receipt of timely notice of an action, claim or demand against Franchisee relating to the Marks, Franchisor and Franchisor's affiliate shall have the sole right to defend any such action. Franchisor and Franchisor's affiliate shall have the exclusive right to contest or bring action against any third party regarding the third party's use of any of the Marks and shall exercise such right in their sole discretion. In any defense or prosecution of any litigation relating to the Marks or components of the System undertaken by Franchisor, Franchisee shall cooperate with Franchisor and its affiliate and execute any and all documents and take all actions as may be desirable or necessary in the opinion of Franchisor's counsel, to carry out such defense or prosecution. Both parties will make every effort consistent with the foregoing to protect, maintain, and promote the Marks as identifying the System. FRANCHISOR DOES NOT WARRANT OR GUARANTEE THAT IT POSSESSES THE EXCLUSIVE RIGHT TO USE THE MARKS, OR THAT THE MARKS OR REGISTRATIONS THEREOF ARE VALID OR ENFORCEABLE.

D. If it becomes advisable at any time, in Franchisor's sole discretion, for Franchisor and/or Franchisee to modify or discontinue use of any of the Marks, and/or use one or more additional or substitute trade names, trademarks, service marks, or other commercial symbols, Franchisee shall comply with Franchisor's directions within a reasonable time after notice to Franchisee by Franchisor, and Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of any of the Marks.

E. In order to preserve the validity and integrity of the Marks and copyrighted materials licensed herein and to assure that Franchisee is properly employing the same in the operation of its Franchised Business, Franchisor or its agents shall have the right of entry and inspection of Franchisee's operations (including on-the-job operations) at all reasonable times and, additionally, shall have the right to observe the manner in which Franchisee is rendering its services and conducting its activities and operations and to inspect equipment, merchandise, accessories, products, supplies, reports, forms and documents and related data for test of content and evaluation purposes to make certain that the Franchised

Business is being operated in accordance with the quality control provisions and performance standards established by Franchisor.

VII. CONFIDENTIAL OPERATIONS MANUAL

A. Franchisor will loan to Franchisee during the term of the franchise one (1) copy of the Confidential Operations Manual containing reasonable, mandatory and suggested specifications, standards, operating procedures and rules prescribed from time to time by Franchisor for OMEX businesses and information relative to other obligations of Franchisee hereunder and the operation of its Franchised Business. Franchisor shall have the right to add to and otherwise modify the Confidential Operations Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor for OMEX businesses, provided that no such addition or modification shall alter Franchisee's fundamental status and rights under this Agreement.

B. The Confidential Operations Manual shall at all times remain the sole property of Franchisor and shall promptly be returned upon the expiration or other termination of this Agreement. Franchisee agrees and covenants that it shall not disclose, duplicate or otherwise use in an unauthorized manner any portion of the Confidential Operations Manual.

C. The Confidential Operations Manual contains proprietary information of Franchisor and shall be kept confidential by Franchisee both during the term of the franchise and subsequent to the expiration or termination of the franchise. Franchisee shall at all times insure that its copy of the Confidential Operations Manual be available at the Franchised Business office premises in a current and up-to-date manner. At all times that the Confidential Operations Manual is not in use by authorized personnel, Franchisee shall maintain the Confidential Operations Manual in a locked receptacle at the office premises of the Franchised Business, and shall only grant authorized personnel, as defined in the Confidential Operations Manual, access to the key or lock combination of such receptacle. In the event of any dispute as to the contents of the Confidential Operations Manual, the terms of the master copy of the Confidential Operations Manual maintained by Franchisor at Franchisor's home office shall be controlling.

VIII. CONFIDENTIAL INFORMATION

A. Franchisee acknowledges that its entire knowledge of the operation of an OMEX business, including the knowledge or know-how regarding the specifications, standards and operating procedures of the OMEX services, is derived from information disclosed to Franchisee by Franchisor and that certain of such information is proprietary, confidential and a trade secret of Franchisor. Franchisee shall maintain the absolute confidentiality of all such proprietary information during and after the term of the franchise and shall not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor.

B. Franchisee shall divulge such confidential information only to the extent and only to such of its employees, as must have access to it in order to operate the Franchised Business. Any and all information, knowledge and know-how, including, without limitation, specifications and standards

concerning the operation of the Franchised Business and other data, which Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate lawfully came to its attention prior to disclosure thereof by Franchisor; or which, at the time of disclosure by Franchisor to Franchisee, had lawfully become a part of the public domain, through publication or communication by others; or which, after disclosure to Franchisee by Franchisor, lawfully becomes a part of the public domain, through publication or communication by others.

C. Due to the special and unique nature of the confidential information, Marks, and Confidential Operations Manual of Franchisor, Franchisee acknowledges that Franchisor shall be entitled to immediate equitable remedies, including but not limited to, restraining orders and injunctive relief in order to safeguard such proprietary, confidential, unique, and special information of Franchisor and that money damages alone would be an insufficient remedy with which to compensate Franchisor for any breach of the terms of Paragraphs VI, VII, and VIII of this Agreement. Furthermore, Franchisee agrees that all management, supervisory and sales personnel of Franchisee shall be required to execute a non-compete/non-disclosure agreement in a form acceptable to Franchisor.

D. Franchisee shall not use in advertising or any other form of promotion of the copyrighted materials of Franchisor without the appropriate © copyright designation.

IX. MODIFICATION OF THE SYSTEM

A. Franchisee acknowledges that from time to time hereafter Franchisor may change or modify the System identified by the Marks, including, without limitation, the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials; new programs or systems; new professional cleaning techniques, products and services; new employee training or education programs and services; new equipment; or other new techniques and that Franchisee will accept, use and display for the purpose of this Agreement any such changes in the System, as if they were part of this Agreement at the time of execution hereof. Franchisee will make such expenditures as such changes or modifications in the System may reasonably require. Franchisee shall not change, modify or alter in any way the System without written permission of Franchisor.

B. Franchisee acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any System franchisee based upon the peculiarities of the particular site or circumstance, density of population, business potential, population of trade area, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of such franchisee's business. Franchisee shall not be entitled to require Franchisor to disclose or grant to Franchisee a like or similar variation hereunder.

X. ADVERTISING

Recognizing the value of advertising and the importance of the standardization of advertising and promotion to the furtherance of the goodwill and the public image of OMEX businesses, Franchisee agrees as follows:

A. Franchisee will submit to Franchisor or its designated agency, for its prior approval, all promotional materials and advertising to be used by Franchisee, including, but not limited to, newspapers, radio and television advertising, signs and telemarketing scripts. In the event written disapproval of said advertising and promotional materials is not given by Franchisor to Franchisee within thirty (30) days from the date such material is received by Franchisor, said materials shall be deemed approved. Failure by Franchisee to conform with the provisions herein and subsequent nonaction by Franchisor to require Franchisee to cure or remedy this failure and default shall not be deemed a waiver of future or additional failures and defaults of any other provision of this Agreement. The submission of advertising to Franchisor for approval shall not affect Franchisee's right to determine the prices at which Franchisee sells its products or services. Franchisor reserves the right to use for its own purposes or to disseminate to other System businesses any and all advertising materials, procedures and concepts submitted to Franchisor by Franchisee.

B. Franchisor has the right to create an OMEX Advertising and Development Fund ("Fund") and require Franchisee to contribute up to one percent (1%) of the Gross Receipts ("Gross Receipts") derived from the Franchised Business. Franchisee's required payments to the Fund shall be made at the same time and in the same manner as the Continuing Services and Royalty Fee as provided in Paragraph XI. of this Agreement. Such sums shall be maintained and administered by Franchisor or its designee as follows:

1. Franchisor shall oversee all advertising programs with sole discretion over the creative concepts, material and media used in such programs and the placement and allocation thereof. All advertising materials shall be and remain the property of Franchisor and may not be altered by Franchisee. Franchisor cannot and does not ensure that any particular franchisee benefits directly or pro rata from the placement of advertising.

2. Franchisor shall, for each of its company-owned and affiliate-owned OMEX businesses offering products and services similar to the Franchised Business, make contributions to the Fund equivalent to the contributions required of Franchised Businesses within the System.

3. The funds may be used to meet any and all costs of producing, maintaining, administering, directing and placing consumer advertising (including, without limitation, the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns and other public relations activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees in the program). All sums paid by Franchisee to the Fund shall be maintained in a separate account from the other funds of Franchisor and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable administrative

costs and overhead, if any, as Franchisor may incur in activities reasonably related to the administration or direction of the Fund and advertising programs including, without limitation, conducting market research, preparing marketing and advertising materials, and collecting and accounting for assessments for the Fund.

4. It is anticipated that all contributions to the Fund shall be expended for advertising and promotional purposes during Franchisor's fiscal year within which contributions are made. If, however, excess amounts remain in the Fund at the end of such fiscal year, all expenditures in the following fiscal year(s) shall be made first out of any current interest or other earnings of the Fund, next out of any accumulated earnings, and finally from principal.

5. Although Franchisor intends the Fund to be of perpetual duration, Franchisor maintains the right to terminate the Fund. The Fund shall not be terminated, however, until all monies in the Fund have been expended for advertising and promotional purposes.

6. An accounting of the operation of the Fund shall be prepared annually and shall be made available to Franchisee upon request. Franchisor reserves the right, at its option, to require that such annual accounting include an audit of the operation of the Fund prepared by an independent certified public accountant selected by Franchisor and prepared at the expense of the Fund.

7. Once contributions to the Fund are made by Franchisee, all such monies shall be used as herein required and shall not be returned to Franchisee.

8. If at any time, fifty percent (50%) or more of the existing OMEX franchisees elect to raise the percentage advertising contribution level, participation will be required of all franchisees, but in no event will Franchisee's monthly contribution exceed two percent (2%) of Franchisee's Gross Receipts.

C. Franchisee is required to advertise continuously in the classified or Yellow Pages of the local telephone directory. Franchisee shall do so with a display advertisement under the listings "janitorial services", "office cleaning", and such other listings as deemed appropriate by Franchisor. When more than one (1) OMEX facility serves a metropolitan area, classified advertisements shall list all OMEX facilities operating within the distribution area of such classified directories and Franchisee shall contribute its equal share in the cost of such advertisement which will be credited against the local advertising requirement set forth in Paragraph X.D. hereof.

D. Franchisee shall spend a minimum of one and one-half percent (1.5%) of Gross Receipts or ONE THOUSAND Dollars ($1,000.00), whichever is less, per month on local advertising, mailing, public relations, direct mail and promotion. Such expenditures shall be made directly by Franchisee subject to approval and direction by Franchisor or Franchisor's designated advertising agency. On or before the tenth of each month, Franchisee shall furnish to Franchisor, in a manner approved by Franchisor, an accurate accounting of the previous month's expenditures on local advertising and promotion. Franchisee's contributions for local advertising and promotion shall be in addition to Franchisee's required contributions for Fund advertising and telephone directory advertising.

E. Prior to or at the initial training program Franchisee shall pay Franchisor FOUR THOUSAND Dollars ($4,000.00) for grand opening advertising expenditures including telemarketing, mailings, newspaper, direct mail, advertising or promotional items through other media. Such items are to be designated as "Grand Opening" advertising and promotion and shall be conducted in accordance with the Confidential Operations Manual. If Franchisee fails to satisfactorily complete the initial training program, Franchisee shall forfeit the FOUR THOUSAND Dollars ($4,000.00) and any leads generated at or prior to the initial training program.

F. Franchisee may not operate its own web site in connection with the Franchised Business.

XI. CONTINUING SERVICES AND ROYALTY FEES

A. Franchisee shall pay without offset, credit or deduction of any nature to Franchisor, so long as this Agreement shall be in effect, a Continuing Services and Royalty Fee twice a month equal to a percentage of the Gross Receipts derived from the Franchised Business. Franchisee shall pay the Continuing Services and Royalty Fee in the manner specified below or as otherwise prescribed in the Confidential Operations Manual:

1. On the twentieth of each month, Franchisee will submit to Franchisor on a form approved by Franchisor, a correct statement, signed by Franchisee, of Franchisee's actual Gross Receipts from the first through the fifteenth of that calendar month. This statement of actual Gross Receipts shall be accompanied by the Continuing Services and Royalty Fee due that month based on the actual Gross Receipts reported in the statement so submitted. On the tenth of the following month, Franchisee will submit to Franchisor on a form approved by Franchisor, a correct statement signed by Franchisee of the actual Gross Receipts from the sixteenth through the end of the previous calendar month. This statement of actual Gross Receipts shall be accompanied by the remaining Continuing Services and Royalty Fee due for the prior calendar month just ended. Franchisor may elect to collect Royalty Fees via Electronic Funds Transfer ("EFT"). In such a case, Franchisee will still be required to submit the semi-monthly Gross Receipts statements in the manner set forth above. A fee of $100 per occurrence for returned checks or insufficient EFT funds may be charged. Franchisee will make available to Franchisor for inspection at reasonable times by Franchisor, all original books and records that Franchisor may deem necessary to ascertain Franchisee's Gross Receipts, including access to Franchisee's computer system whether in person or via telephone/modem.

2. Gross Receipts shall be defined as the total of all actual receipts derived from the sale of all professional cleaning services and any other services or products to customers of Franchisee whether or not sold or performed at or from the Franchised Business, less sales, use or service taxes collected and paid to the appropriate taxing authority, and customer refunds and adjustments.

B. The amount of Continuing Services and Royalty Fee payments due shall be equal to 4% of Franchisee's Gross Receipts per month.

Notwithstanding the foregoing, the minimum amount of Continuing Services and Royalty Fee payments due shall be as follows: TWO HUNDRED FIFTY Dollars ($250.00) per month after the sixth month during the first year of the contract; FIVE HUNDRED Dollars ($500.00) per month during the second year of the contract; and SEVEN HUNDRED FIFTY Dollars ($750.00) per month thereafter.

C. All Continuing Services and Royalty Fee payments, advertising contributions to the Fund, amounts due for purchases by Franchisee from Franchisor and its affiliates, and other amounts which Franchisee owes to Franchisor or its affiliates shall bear interest after due date at the highest applicable legal rate for open account business credit not to exceed one and one-half percent (1.5%) per annum. Franchisee acknowledges that this Paragraph shall not constitute an agreement by Franchisor or its affiliates to accept such payments after same are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of, the Franchised Business. Further, Franchisee acknowledges that its failure to pay all amounts when due shall constitute grounds for termination of this Agreement, as provided in Paragraph XVII hereof, notwithstanding the provisions of this Paragraph.

D. Franchisor shall have the right to establish reasonable procedures for verifying figures and collecting Continuing Services and Royalty Fees.

E. Notwithstanding any designation by Franchisee, Franchisor shall have the sole discretion to apply any payments by Franchisee to any past due indebtedness of Franchisee for Continuing Services and Royalty Fee payments, advertising contributions to the Fund, purchases from Franchisor and its affiliates, interest or any other indebtedness.

XII. ACCOUNTING AND RECORDS

A. Franchisee shall establish and maintain a bookkeeping, accounting and record keeping system conforming to the requirements prescribed by Franchisor, including, without limitation, the use and retention of customer invoices, payroll records, check stubs, sales tax records and returns, cash receipts and disbursements, journals and general ledgers. Franchisee may only engage the services of an independent certified public accountant in preparation of its books and records.

B. Franchisee will supply to Franchisor on or before the fifteenth (15th) day of each calendar quarter, in the form approved by Franchisor, a profit and loss statement and balance sheet for the last preceding calendar quarter. Additionally, Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each fiscal year during the term of this Agreement, a profit and loss statement for such fiscal year and a balance sheet as of the last day of such fiscal year, prepared by an independent certified public accountant on an accrual basis including all adjustments necessary for fair presentation of the financial statements. Such financial statements will be certified to be true and correct by Franchisee. Franchisee shall submit to Franchisor annual financial statements, prepared in accordance with generally accepted accounting practices, reviewed or audited by an independent certified public accountant.

C. Franchisee shall submit to Franchisor such other periodic reports, forms and records as specified, and in the manner and at the time as specified in the Confidential Operations Manual or otherwise in writing.

D. Franchisor requires Franchisee to utilize computer terminals and software set forth in Section XIII.U. in this Agreement. All Gross Receipts, inventory data, sales information, and such other information as required by Franchisor shall be recorded on such computer terminals. Franchisor shall have full access to all of Franchisee's computer data, computer system and related information by means of direct access whether in person, and/or by telephone/modem.

E. Franchisee shall comply with all specifications and standards prescribed by Franchisor regarding the OMEX Proprietary Software Program, if developed. Such program as developed, and custom designed by Franchisor will be used for conducting accounting, accounts payable, accounts receivables, taxes and other functions and related activities ("OMEX Proprietary Software Program") and as provided from time to time in the Confidential Operations Manual. This unique software shall be implemented at Franchisor's discretion into the franchising system. The software is proprietary to Franchisor and confidential information of Franchisor. Franchisor may not be able to practically alter the proprietary software and system to accommodate each and every Franchisee of the System; therefore, Franchisee shall only utilize the software program as prescribed by Franchisor. Franchisor or its designee shall provide ongoing service and support to Franchisee regarding the OMEX Proprietary Software Program and shall license such software to Franchisee at the then-current published rates by Franchisor in the Confidential Operations Manual. Franchisor shall not derive a profit from licensing such software to Franchisee.

F. Franchisor or its designated agents shall have the right at all reasonable times to examine and copy, at its expense, the books, records, and tax returns of Franchisee. Franchisor shall also have the right, at any time, to have an independent audit made of the books of Franchisee at Franchisor's expense. If an inspection should reveal that any payments to Franchisor have been understated in any report to Franchisor, then Franchisee shall immediately pay to Franchisor the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the maximum rate permitted by law. If an inspection discloses an understatement in any report of three percent (3%) or more, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

G. Franchisee acknowledges that nothing contained herein constitutes Franchisor's agreement to accept any payments after same are due or a commitment by Franchisor to extend credit to or otherwise finance Franchisee's operation of the Franchised Business. Further, Franchisee acknowledges that its failure to pay all amounts when due shall constitute a material default and grounds for termination of this Agreement.

H. To secure the payment of all amounts owed by Franchisee to Franchisor under this Agreement, Franchisee hereby grants to Franchisor a security interest in and to all furniture, fixtures, equipment, accounts, accounts receivable, inventory, contract rights (including, but not limited to, leasehold

interests) and general intangibles of Franchisee and all products and proceeds thereof. Franchisor will, upon Franchisee's request, subordinate its security interest to any interest held by Franchisee's primary lender. Upon the occurrence of any event set forth in Section B of Paragraph XVII, Franchisor shall have the right to exercise all rights of a secured party with respect to the above described collateral under the Uniform Commercial Code of the state in which Franchisee's Area of Primary Responsibility is located. Franchisee agrees to execute from time to time all documents, including financing statements, requested by Franchisor to enable Franchisor to perfect the security interest granted to it hereunder.

XIII. STANDARDS OF QUALITY AND PERFORMANCE

A. Franchisee shall comply with all requirements set forth in this Agreement, the Confidential Operations Manual and other written policies supplied to Franchisee by Franchisor. Mandatory specifications, standards, operating procedures and rules prescribed from time to time by Franchisor in the Confidential Operations Manual or otherwise communicated to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth herein and shall be reasonably and uniformly applied to all franchisees. All references herein to this Agreement shall include all such mandatory specifications, standards and operating procedures and rules. Franchisee shall comply with the entire System including, but not limited to, the provisions of this Paragraph XIII.

B. Franchisee shall commence operation of the Franchised Business not later than sixty (60) days after the execution of this Agreement or as otherwise approved in writing by Franchisor. Prior to the opening of the Franchised Business, Franchisee shall have complied with all Franchisor's pre-opening standards and specifications. If Franchisee for any reason fails to commence operation as herein provided, such failure shall be considered a default and Franchisor may terminate this Agreement as herein provided.

C. Franchisee shall maintain the condition of the equipment used in the operation of the Franchised Business. Franchisee shall purchase or lease adequate equipment to operate the Franchised Business, including, but not limited to, vacuums, floor machine, high-speed buffer, wet-vac and wet-vac attachments. Franchisor's equipment specifications are further described in the Confidential Operations Manual.

D. Franchisee shall provide prompt, professional service and after-sale support to customers of the Franchised Business in accordance with specifications and standards prescribed by Franchisor for handling customer complaints and ensuring customer satisfaction.

E. Franchisee shall offer for sale and use at the OMEX Franchised Business all types of services for office cleaning and other commercial cleaning that Franchisor from time to time authorizes through publication in the Confidential Operations Manual or otherwise in writing, and shall not offer for sale or sell or provide through the Franchised Business any other category of services, materials, supplies, merchandise, products or accessories or use such Franchised Business for any purpose other than the operation of an OMEX business in full compliance with this Agreement.

F. Franchisor has developed a line of cleaning solutions and supplies bearing the Marks ("OMEX Trademarked Product Lines"). Franchisor is not obligated to continue to provide the OMEX Trademarked Product Lines to franchisee; and in the event Franchisor discontinues production and/or distribution of the OMEX Trademark Product Lines, Franchisor shall approve alternate supplies and/or suppliers meeting Franchisor's specifications for such products.

G. From time to time, Franchisor shall provide to Franchisee a list of approved manufacturers, suppliers and distributors authorized for the Franchised Business ("Approved Suppliers List") and a list of approved inventory, vehicles, products, equipment, signs, stationery, supplies, chemicals, products, merchandise, and other items or services necessary to operate the Franchised Business ("Approved Supplies List"). Such list shall specify the manufacturer, supplier and distributor and the inventory, products, equipment, signs, stationery, supplies, chemicals, merchandise and other items and services which Franchisor has approved to be carried or used in the System. Franchisor may revise the Approved Suppliers List and Approved Supplies List from time to time in its sole discretion. Such approved list shall be submitted to Franchisee, as Franchisor deems advisable. If Franchisee proposes to offer for sale through the Franchised Business any brand of product, or to use in the operation of Franchised Business any material or supply which is not then approved by Franchisor as meeting its minimum specifications and quality standards, or to purchase any product from a supplier that is not then designated by Franchisor as an approved supplier, Franchisee shall first notify Franchisor and shall upon request by Franchisor submit samples and such other information as Franchisor requires for examination and/or testing or to otherwise determine whether such product, material or supply, or such proposed supplier meets its specifications and quality standards. A charge not to exceed the reasonable cost of the inspection and evaluation and the actual cost of the test shall be paid by Franchisee or the supplier. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any supplier of an approved item and to revoke its approval of any item which fails to continue to meet any of Franchisor's criteria.

H. All inventory, products and materials, and other items and supplies used in the operation of the Franchised Business, which are not specifically required to be purchased in accordance with Franchisor's Approved Supplies List and Approved Suppliers List, shall conform to the specifications and quality standards established by Franchisor from time to time.

I. The Franchised Business shall at all times be under the direct supervision of Franchisee (or a trained and competent employee acting as full-time manager). Franchisee shall keep Franchisor informed at all times of the identity of any employee(s) acting as manager(s) of the Franchised Business. Franchisee shall provide Franchisor a list of current names, addresses and phone numbers of key employees. Franchisee shall at all times faithfully, honestly and diligently perform its obligations hereunder and shall not engage in any business or other activities that will conflict with its obligations hereunder. Franchisee shall require all of its managers and key employees to execute employment agreements containing confidential information covenants with Franchisee in a form satisfactory to Franchisor, and Franchisee shall provide copies of such executed employment agreements to Franchisor.

J. Franchisee shall secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and shall operate the Franchised Business in full

compliance with all applicable laws, ordinances and regulations, including, without limitation, all government regulations relating to occupational hazards and health, consumer protection, trade regulation, worker's compensation, unemployment insurance and withholding and payment of federal and state income taxes and social security taxes and sales, use and property taxes.

K. Franchisor shall require Franchisee and Franchisee's employees to be bonded at Franchisee's expense, as further described in Paragraph XV.

L. Franchisee shall participate actively in an OMEX Regional Advisory Council ("Council") and participate in all Council programs approved by Franchisor for Franchisee's particular Council. Franchisee is required to pay its own expenses in belonging to the Council. The purposes of the Council(s) include, but are not limited to, exchanging ideas and problem solving methods, advising Franchisor on expenditures for regional marketing and advertising, providing back-up support and staffing for lobbying and community influence, and coordinating System franchisee efforts. Such Council(s) may be formed by Franchisor at such time that more than one (1) Franchisee conducts an OMEX Franchised Business in any given region, the boundaries of such region to be determined in the sole and unfettered discretion of Franchisor.

M. All advertising and promotional activities by Franchisee in any medium shall be conducted in a dignified manner and shall accurately promote, describe and otherwise represent the type, quality and other features of the services and related support activities.

N. Franchisee shall maintain a current listing of the names and addresses of all customers of the Franchised Business for use in the after-sale support of OMEX services. Franchisee shall update the customer listing and supply a copy of same on a monthly basis.

O. Franchisee acknowledges that each and every detail of the quality of workmanship, customer service, customer relations, warranty and guarantee service, appearance and demeanor of Franchisee and its employees, and chemicals and materials utilized by Franchisee, is important to Franchisor and to other OMEX businesses. To this end, Franchisee shall cooperate with Franchisor by maintaining such high standards in the operation of the franchise and Franchisee shall at all times give prompt, courteous and efficient service to its customers. All work performed by the Franchised Business shall be performed competently and in a workmanlike manner. The Franchised Business shall in all dealings with its customers, suppliers and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct.

P. Franchisee shall use only such warranty and guarantee forms, work order forms, invoices and other forms as are approved by Franchisor. Franchisee shall obtain such forms from Franchisor or from suppliers approved by Franchisor to produce such forms utilizing the Marks. All invoices shall be sequentially numbered. Franchisor may require Franchisee to submit copies of work order forms and invoices issued by Franchisee.

Q. Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, including actions against professional services/credentials of any employee or contractor associated with Franchisee, human relations or labor laws, which may adversely affect the operation or financial condition of the Franchised Business.

R. Franchisee and its employees are required to wear uniforms as approved by Franchisor and further described in the Confidential Operations Manual.

S. Franchisor is in the process of researching the development of proprietary software for conducting computerized lead tracking, bidding, work scheduling and accounting and related activities ("OMEX Proprietary Software Program"). Franchisee shall comply with all specifications and standards prescribed by Franchisor regarding the OMEX Proprietary Software Program as provided from time to time in the Confidential Operations Manual. This unique software is in an ongoing development and testing stage and new developments shall be implemented at Franchisor's discretion into the franchising system. The software is proprietary to Franchisor and confidential information of Franchisor. Therefore, Franchisee shall only utilize the software program as prescribed by Franchisor. Franchisor or its designee shall license such software to Franchisee at the then-current fees published by Franchisor in the Confidential Operations Manual. Franchisor shall sell or license the Proprietary Software at its cost if sold or licensed by Franchisor, and shall not receive any revenue from the license of this software by third parties.

T. Franchisor has established, and may from time to time in its sole discretion, revise marketing goals and quotas to be undertaken by the Franchised Business.

U. Franchisee is required to purchase and use uniform billing, accounting, scheduling, lead tracking, automatic timekeeping and work processing software specified by Franchisor. Franchisee is required to purchase a computer with a modem and a suite of software. The computer must be an IBM Compatible Pentium PC, with at least 32 meg of RAM, and must run Windows 95 or more recent Windows update. Franchisee is required to purchase and use the following software: One-Write Plus Accounting Works version 4.0 or more recent version or QuickBooks Pro version 6.0 or more recent version, for accounting, invoicing, accounts receivable, and accounts payable, which will contain customer information, vendor information, and income information; Microsoft Word version 6.0 or more recent version or Word Perfect version 6.0 or more recent version, for word processing, preparing proposals, and preparing sales letters, which will include prospect and client documents; ACT! Version 4.0 or more recent version, for contact management, which will include prospect data, client data, follow-up reminders, and schedules. Any other software that Franchisee desires to use must be approved by Franchisor. Franchisor is not contractually obligated to upgrade or update any hardware component or software program during the term of the Franchise Agreement.

XIV. FRANCHISOR'S OPERATIONS ASSISTANCE

A. Franchisor may from time to time advise or offer guidance to Franchisee relative to prices for the professional cleaning services and related services offered by the OMEX business that in

Franchisor's judgment constitute good business practice. Such guidance will be based on the experience of Franchisor and its franchisees in operating OMEX businesses and an analysis of the costs of such services, activities, merchandise, supplies, accessories and products and prices charged for competitive inventory and products. Franchisee shall not be obligated to accept any such advice or guidance and shall have the sole right to determine the prices to be charged from time to time by the OMEX business, and no such advice or guidance shall be deemed or construed to impose upon Franchisee any obligation to charge any fixed, minimum or maximum prices for any product offered for sale by the OMEX Franchised Business.

B. Upon commencement of operation of the Franchised Business, and during the term of this Agreement, Franchisor shall provide to Franchisee the following:

1. Assistance in initial marketing;

2. Assistance in the commencement of operation of Franchisee's Franchised Business;

3. Proprietary bidding program;

4. Information on new methods of operation and new services;

5. The Confidential Operations Manual which includes suggested and mandatory specifications, standards, operating procedures and rules prescribed from time to time by Franchisor, as well as information relative to other obligations of Franchisee under this Agreement and the operation of the franchise; and

6. Regulation of quality standards and products in conformance with the System specifications throughout the network of OMEX businesses.

C. Franchisor shall advise Franchisee of problems arising out of the operation of the Franchised Business as disclosed by reports submitted to Franchisor by Franchisee or by inspections conducted by Franchisor of the Franchised Business. Operations assistance may consist of advice and guidance with respect to:

1. Proper utilization of procedures developed for an OMEX business with respect to services offered and used, equipment, chemicals, products, merchandise and supplies as approved by Franchisor;

2. Additional equipment, merchandise, products and services authorized for OMEX businesses;

3. The institution of proper administrative, bookkeeping, accounting, supervisory and general operating procedures for the effective operation of an OMEX business; and

4. Advertising and promotional programs.

D. Franchisor or Franchisor's representative may make periodic visits to the Franchised Business for the purposes of consultation, assistance, and guidance of Franchisee in all aspects of the operation and management of the Franchised Business. Franchisor and Franchisor's representatives who attend at the Franchised Business will prepare, for the benefit of both Franchisor and Franchisee, written reports with respect to such visits outlining any suggested changes or improvements in the operations of the Franchised Business and detailing any defaults in such operations which become evident as a result of any such visit, and a copy of each such written report shall be provided to both Franchisor and Franchisee.

E. All of the specifications, Approved Suppliers Lists, Approved Supplies Lists, training and operations manuals to be provided by Franchisor to Franchisee pursuant to this Agreement shall be delivered to Franchisee within thirty (30) days after Franchisee successfully completes the initial training program.

F. Franchisor will continue to develop and maintain its proprietary bidding system and will provide information to Franchisee for such System.

XV. INSURANCE

A. Franchisee shall procure, at its sole expense and maintain in full force and effect during the term of this Agreement, an insurance policy or policies protecting Franchisee and Franchisor, and their officers, directors, partners and employees against any loss, liability, personal injury, death, or property damage or expense whatsoever arising or occurring upon or in connection with the Franchised Business, as Franchisor may reasonably require for its own and Franchisee's protection. Franchisor shall be named an additional insured in such policy or policies.

B. Such policy or policies shall be written by an insurance company satisfactory to Franchisor in accordance with standards and specifications set forth in the Confidential Operations Manual or otherwise in writing, and shall include, at a minimum (except as different coverages and policy limits may reasonably be specified for all franchisees from time to time by Franchisor in the Confidential Operations Manual or otherwise in writing) the following:

1. Worker's compensation and employer's liability insurance as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated.

2. Comprehensive general liability insurance and product liability insurance with limits of ONE MILLION Dollars ($1,000,000.00) combined single limit including the following coverages: broad form contractual liability, personal injury (employee and contractual inclusion deleted); insuring Franchisor and Franchisee against all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage resulting from, or occurring in the course of, or on or about or otherwise relating to the OMEX Franchised Business, provided

that the required amounts herein may be modified from time to time by Franchisor to reflect inflation or future experience with claims; and provided further, that the insurance afforded by the policy or policies respecting liability shall not be limited in any way by reason of any insurance which may be maintained by Franchisor.

3. Automobile liability insurance, including owned, hired and non-owned vehicle coverage, with a combined single limit of at least ONE MILLION Dollars ($1,000,000.00).

4. Such additional insurance and types of coverage as may be required from time to time by Franchisor, including, without limitation, an umbrella policy with limits of ONE MILLION Dollars ($1,000,000.00).

C. The insurance afforded by the policy or policies respecting liability shall not be limited in any way by reason of any insurance, which may be maintained by Franchisor. No later than two (2) weeks prior to the date on which Franchisee commences the operation of the Franchised Business, a Certificate of Insurance showing compliance with the foregoing requirements shall be furnished by Franchisee to Franchisor for approval. Such certificate shall state that said policy or policies will not be canceled or altered without at least thirty (30) days prior written notice to Franchisor and shall reflect proof of payment of premiums. Maintenance of such insurance and the performance by Franchisee of the obligations under this Paragraph shall not relieve Franchisee of liability under the indemnity provision set forth in this Agreement. Minimum limits as required above may be modified from time to time, as conditions require, by written notice to Franchisee.

D. Franchisee shall carry a ONE HUNDRED THOUSAND Dollar ($100,000.00) fidelity bond.

E. Should Franchisee, for any reason, not procure and maintain such insurance coverage as required by this Agreement, Franchisor shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance coverage and to charge same to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

XVI. COVENANTS

A. Unless otherwise specified, the term "Franchisee" as used in this Paragraph XVI shall include, collectively and individually, all officers, directors, and holders of a beneficial interest, at any time during the term of this Agreement, of five percent (5%) or more of the securities of Franchisee, and of any corporation directly or indirectly controlling Franchisee, if Franchisee is a corporation; and the general partners and any limited partner (including any corporation and the officers, directors, and holders of a beneficial interest of five percent (5%) or more of securities, of a corporation which controls, directly or indirectly, any general or limited partner), if Franchisee is a partnership.

B. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee (if Franchisee is an individual), a shareholder of a beneficial

interest of ten percent (10%) or more of the securities of Franchisee (if Franchisee is a corporation), a general partner of Franchisee (if Franchisee is a partnership), or Franchisee's manager shall devote full time, energy, and best efforts, to the management and operation of the Franchised Business.

C. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation:

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

2. Employ or seek to employ any person who is at that time employed by Franchisor or by any other franchisee of Franchisor, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment.

3. Own, maintain, engage in, consult with, or have any interest in any competitive business (including any business operated by Franchisee prior to entry into this Agreement and including any competing franchised businesses) specializing, in whole or in part, in the selling and providing of services for professional office cleaning and providing related services the same as or similar to those offered or provided in the System.

D. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable training and confidential information, including, without limitation, information regarding the promotional, operational, sales and marketing methods and techniques of Franchisor and the System. Accordingly, Franchisee covenants that, except as otherwise approved in writing by Franchisor, Franchisee shall not, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for himself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, engage in, consult with or have any interest in any business specializing, in whole or in part, in selling and providing professional office cleaning and providing related services the same as or similar to those offered or provided in the System:

1. Within the MSA where Franchisee's Franchised Business is located; or

2. Within the Area of Primary Responsibility and thirty (30) miles of the Area of Primary Responsibility; or

3. Within a radius of thirty (30) miles of the location of any other business using the System, whether franchised or owned by Franchisor.

E. Each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Paragraph XVI is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which

Franchisor is a party, Franchisee shall be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Paragraph XVI.

F. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Paragraphs XVI.C. and XVI.D. in this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Paragraph XXVI.

G. Franchisor shall have the right to require all of Franchisee's personnel performing managerial, supervisory and marketing functions and all personnel receiving training from Franchisor to execute similar covenants in a form satisfactory to Franchisor.

H. Franchisee acknowledges that Franchisor shall be entitled to immediate equitable remedies, including but not limited to, restraining orders in order to safeguard such proprietary, confidential, unique and special information of Franchisor and that money damages alone would be an insufficient remedy with which to compensate Franchisor for any breach of the terms of this Paragraph XVI.

XVII. DEFAULT AND TERMINATION

A. Franchisee may terminate this Agreement if Franchisee is in substantial compliance with this Agreement and Franchisor materially breaches this Agreement and fails to cure such breach within a reasonable time after written notice thereof is delivered to Franchisor. Such termination shall be effective thirty (30) days after delivery to Franchisor of notice that such breach has not been cured and Franchisee elects to terminate this Agreement. Termination of this Agreement by Franchisee for any reason other than breach of this Agreement by Franchisor and Franchisor's failure to cure such breach within a reasonable time after receipt of written notice thereof shall be deemed a termination by Franchisee without cause.

B. This Agreement shall, at the option of Franchisor, terminate automatically upon delivery of notice of termination to Franchisee, if Franchisee or its owner(s), officer(s) or manager(s):

1. Fails to satisfactorily complete the training program as provided in Paragraph V of this Agreement;

2. Has made any material misrepresentation or omission in its application for the franchise;

3. Is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the OMEX Franchised Business;

4. Makes any unauthorized use, disclosure or duplication of any portion of the Confidential Operations Manual or duplicates or discloses or makes any unauthorized use of any trade secret or confidential information provided to Franchisee by Franchisor;

5. Abandons or fails or refuses to actively operate the Franchised Business for five (5) business days in any twelve (12) month period, unless the Franchised Business has not been operational for a purpose approved by Franchisor;

6. Surrenders or transfers control of the operation of the OMEX Franchised Business, makes or attempts to make an unauthorized direct or indirect assignment of the franchise or an ownership interest in Franchisee or fails or refuses to assign the franchise or the interest in Franchisee of a deceased or incapacitated controlling owner thereof as herein required;

7. Submits to Franchisor on two (2) or more separate occasions at any time during the term of the franchise any reports or other data, information or supporting records which understate by more than five percent (5%) the Continuing Services and Royalty Fees and any fees owed to Franchisor for any period of, or periods aggregating, two (2) or more months, and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

8. If Franchisee shall be adjudicated bankrupt, becomes insolvent, commits any affirmative act of insolvency or files any action or petition of insolvency, or if a receiver (permanent or temporary) of its property or any part thereof is appointed by a court of competent authority, or if it makes a general assignment for the benefit of its creditors, or if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless supersedes bond is filed), or if execution is levied against Franchisee's business or property, or if suit to foreclose any lien or mortgage against its premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days, or is not in the process of being dismissed;

9. Materially misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to materially impair the goodwill associated with any of the Marks, including making or publishing false or malicious statements about Franchisor, its affiliates or other OMEX franchisees; or

10. Fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit when due reports or other information or supporting records, to pay when due the Continuing Services and Royalty Fees, advertising contributions, amounts due for purchases from Franchisor and its affiliates or other payments due to Franchisor and its affiliates, or otherwise fails to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee.

C. This Agreement shall terminate, at Franchisor's sole option, without further action by Franchisor or notice to Franchisee if Franchisee or Franchisee's owner:

1. Fails or refuses to make payments of any amounts due Franchisor or its affiliates for Continuing Services and Royalty Fees, advertising contributions, purchases from Franchisor or its affiliates or any other amounts due to Franchisor or its affiliates, and does not correct such failure or refusal within ten (10) days after written notice of such failure is delivered to Franchisee; or

2. Fails or refuses to comply with any other provision of this Agreement, or any mandatory specification, standard or operating procedure prescribed in the Confidential Operations Manual or otherwise in writing, and does not correct such failure within thirty (30) days or provide proof acceptable to Franchisor that Franchisee has made all reasonable efforts to correct such failure and will continue to make all reasonable efforts to cure until a cure is effected, if such failure cannot reasonably be corrected within thirty (30) days after written notice of such failure to comply is delivered to Franchisee.

D. To the extent that the provisions of this Agreement provide for periods of notice less than those required by applicable state law, or provide for termination, cancellation, non-renewal or the like other than in accordance with applicable state law, such provisions shall, to the extent such are not in accordance with applicable state law, not be effective, and Franchisor shall comply with applicable state law in connection with each of these matters.

E. In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right or any other rights against Franchisee, Franchisor, in the event that Franchisee shall not have cured a default under this Agreement within thirty (30) days after receipt of the written "Notice to Cure" from Franchisor, may, at its option, enter upon the premises of the Franchised Business and exercise complete authority with respect to the operation of said business until such time as Franchisor determines that the default of Franchisee has been cured and that there is compliance with the requirements of this Agreement. Franchisee specifically agrees that a designated representative of Franchisor may take over, control, and operate said business, and that Franchisee shall pay Franchisor a service fee of not more than FIVE HUNDRED Dollars ($500.00) per day plus all travel expenses, room and board and other expenses reasonably incurred by such representative so long as it shall be required by the representative to enforce compliance herewith. Franchisee further agrees that if, as herein provided, Franchisor temporarily operates for Franchisee the business franchised herein, Franchisee shall indemnify and hold harmless Franchisor and any representative of Franchisor who may act hereunder, respecting any and all acts and omissions which Franchisor may perform, or fail to perform as regards the interests of Franchisee or third parties.

XVIII. RIGHTS AND DUTIES OF PARTIES UPON EXPIRATION OR TERMINATION

Upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall forthwith terminate, and:

A. Franchisee shall immediately cease to operate the Franchised Business under this Agreement, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

B. Franchisee shall immediately and permanently cease to use, by advertising or in any other manner whatsoever, any confidential methods, procedures and techniques associated with the System, the Marks and any distinctive forms, slogans, signs, symbols, logos or devices associated with the Marks or System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, stationery, forms, and any other article, which displays the Marks associated with the System.

C. Franchisee shall take such action as may be necessary to cancel or assign to Franchisor or Franchisor's designee, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities which contains the name "OMEX" or any of the Marks, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

D. In the event Franchisee continues to operate or subsequently begins to operate any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's exclusive rights in and to the Marks. This paragraph is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Paragraph XVI.D. of this Agreement. Franchisee shall not utilize any designation of origin or description or representation, which falsely suggests or represents an association or connection with Franchisor so as to constitute unfair competition. Franchisee shall make such modifications or alterations to the vehicles used in the operation of the Franchised Business or the Franchised Business itself (including, without limitation, the changing of the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business thereon subsequently operated by Franchisee or others, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose, including, without limitation, removal of all distinctive physical and structural features identifying the System. In the event Franchisee fails or refuses to comply with the requirements of this Paragraph XVIII, Franchisor shall have the right to enter upon the premises where Franchisee's Franchised Business was conducted, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required at the expense of Franchisee, which expense Franchisee shall pay upon demand.

E. Franchisee shall promptly pay all sums owing to Franchisor. In the event of termination for any default of Franchisee, such sums shall include but not be limited to, all damages, costs, expenses, including reasonable attorneys' fees, and lost royalties incurred by Franchisor as a result of the default.

F. Franchisee shall pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the franchise herein granted in obtaining injunctive or other relief for the enforcement of any provisions of this Paragraph XVIII or Paragraph XVI.

G. Franchisee shall immediately turn over to Franchisor all manuals, including the Confidential Operations Manual, customer lists and files, prospect lists, records, files, instructions, brochures, and any

and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property).

H. Franchisor shall acquire all right, title and interest in and to any sign or sign faces bearing the Marks. Franchisee hereby acknowledges Franchisor's right to have access to the premises and/or vehicles of the Franchised Business should Franchisor elect to take possession of any said sign or sign faces bearing the Marks. Removal shall be at Franchisee's expense.

I. Franchisor shall have the right (but not the duty), to be exercised by notice of intent to do so within thirty (30) days after termination or expiration, to purchase for cash any or all signs, advertising materials, and all items bearing Franchisor's Marks, at Franchisee's cost or fair market value, whichever is less. If the parties cannot agree on fair market value within a reasonable time, the determination shall be made by arbitration in accordance with Paragraph XXIX. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from Franchisee under this Agreement against any payment therefor.

J. Franchisee hereby acknowledges that all telephone numbers used in the operation of the Franchised Business constitute property of Franchisor, and upon termination or expiration of this Agreement, Franchisee shall assign to Franchisor or its designee, all Franchisee's right, title, and interest in and to Franchisee's telephone numbers and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number in any regular, classified or other telephone directory listing associated with the Marks and to authorize transfer of same to or at the direction of Franchisor.

K. Franchisee shall comply with the covenants contained in Paragraph XVI of this Agreement.

L. All obligations of Franchisor and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

XIX. TRANSFERABILITY OF INTEREST

A. This Agreement and all rights hereunder can be assigned and transferred by Franchisor and, if so, shall be binding upon and inure to the benefit of Franchisor's successors and assigns and Franchisor shall be released from liability hereunder; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor the assignee shall:

1. At the time of such assignment, be financially responsible and economically capable of performing the obligations of Franchisor hereunder; and

2. Expressly assume and agree to perform such obligations.

Specifically, and without limitation to the foregoing, Franchisee expressly agrees that Franchisor may sell its assets, Marks or System outright to a third party; may make a public offering of securities; may engage in a private placement of some or all of its securities; may merge, acquire other corporations or entities, or be acquired by another corporation or other entity; may undertake a refinancing, recapitalization, leveraged buy out or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or related to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification of OMEX INTERNATIONAL, INC. as Franchisor hereunder. Nothing contained in this Agreement shall require Franchisor to remain in the business in the event that Franchisor exercises its rights hereunder to assign its rights in this Agreement.

B. This Agreement and all rights hereunder may be assigned and transferred by Franchisee and, if so, shall be binding upon and inure to the benefit of Franchisee's successors and assigns, subject to the following conditions and requirements, and Franchisor's right of first refusal as set forth herein:

1. No Franchisee, partner of Franchisee (if Franchisee is a partnership), or shareholder of Franchisee (if Franchisee is a corporation), without Franchisor's prior written consent, by operation of law or otherwise shall sell, assign, transfer, convey, give away, or encumber to any person, firm, or corporation, all or any part of its interest in this Agreement or its interest in the franchise granted hereby or its interest in any proprietorship, partnership or corporation which owns any interest in the franchise, nor offer, permit, or suffer the same to be sold, assigned, transferred, conveyed, given away, or encumbered in any way to any person, firm, or corporation. Franchisee may not without the prior written consent of Franchisor fractionalize any of the rights of Franchisee granted pursuant to this Agreement. The following restrictions on transferability also apply to any purported transfers through a will or through divorce or separation proceedings. Any purported assignment of any of Franchisee's rights herein not having the aforesaid consent shall be null and void and shall constitute a material default hereunder. Provided however, a shareholder of Franchisee may transfer shares to other existing shareholders or family members without Franchisor's consent, provided the transfer alone or in conjunction with other transfers does no result in a change of control of the Franchisee.

2. Franchisor shall not unreasonably withhold its consent to any transfer referenced in Paragraph XIX.B.1. of this Agreement when requested; provided, however, that the following conditions and requirements shall first be met to the full satisfaction of Franchisor.

a) If Franchisee is an individual or partnership and desires to assign and transfer its rights to a corporation:

(1) Said transferee corporation shall be newly organized and its charter shall provide that its activities are confined exclusively to acting as an OMEX franchisee as licensed under this Agreement;

(2) Franchisee shall be and shall remain the owner of the majority stock interest of the transferee corporation;

(3) The individual Franchisee (or, if Franchisee is a partnership, one of the partners) shall be and shall remain the principal executive officer of the transferee corporation;

(4) The transferee corporation shall enter into a written assignment (in a form satisfactory to Franchisor), in which the transferee corporation assumes all of Franchisee's obligations hereunder;

(5) All shareholders of the transferee corporation shall enter into a written agreement, in a form satisfactory to Franchisor, jointly and severally guaranteeing the full payment and performance of the transferee corporation's obligations to Franchisor under this Agreement;

(6) Each stock certificate of the transferee corporation shall have conspicuously endorsed upon it a statement that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement;

(7) No new shares of common or preferred voting stock in the transferee corporation shall be issued to any person, partnership, trust, foundation, or corporation without obtaining Franchisor's prior written consent and then only upon disclosure of the terms and conditions contained herein being made to the prospective new holders of the stock; and

(8) All accrued money obligations of Franchisee to Franchisee's suppliers, Franchisor, its subsidiaries, its affiliates, or assignees, shall be satisfied prior to assignment or transfer.

b) If the transfer, other than such transfer as is authorized under Paragraph XIX.B.2.a. of this Agreement, if consummated alone or together with other related previous, simultaneous, or proposed transfers, would have the effect of transferring control of the franchise licensed herein to someone other than an original signatory of this Agreement:

(1) The transferee(s) shall be of good moral character and reputation and shall have a good credit rating and competent business qualifications reasonably acceptable to Franchisor. Franchisee shall provide Franchisor with such information as Franchisor may require to make such determination concerning each such proposed transferee(s).

(2) The transferee(s) or such other individual(s) as shall be the actual manager of the franchise shall have successfully completed and passed the training course then in effect for franchisees, or otherwise demonstrated to Franchisor's satisfaction, sufficient ability to operate the unit being transferred.

(3) The transferee(s), including all shareholders, officers, directors and partners of the transferee(s), shall jointly and severally execute any or all of the following, at Franchisor's sole discretion and as Franchisor shall direct:

aa. This Agreement and other standard ancillary agreements with Franchisor on the current standard forms being used by Franchisor, except that an additional franchise fee shall not be charged; and/or

bb. A written assignment from Franchisee in a form satisfactory to Franchisor, wherein transferee shall assume all of Franchisee's obligations hereunder.

(4) Approval by Franchisor of any transfer by Franchisee of the franchise herein granted or any of Franchisee's rights under this Agreement shall in no way be deemed a release by Franchisor of Franchisee's obligations pursuant to this Agreement. Consent by Franchisor to a transfer of the franchise shall not constitute or be interpreted as consent for any future transfer thereof.

(5) The term of said agreements required pursuant to Paragraph XIX.B.2.b.(3) shall be for the unexpired term of this Agreement and for any extensions or renewals as provided herein.

(6) If transferee is a corporation:

aa. Each stock certificate of the transferee corporation shall have conspicuously endorsed upon it a statement that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement; and

bb. No new shares of common or preferred voting stock in the transferee corporation shall be issued to any person, partnership, trust, foundation, or corporation without obtaining Franchisor's prior written consent and then only upon disclosure of the terms and conditions contained herein being made to the prospective new holders of the stock; and

cc. All shareholders of the transferee corporation shall enter into a written agreement, in a form satisfactory to Franchisor guaranteeing the performance of the transferee corporation of all obligations under this Agreement.

(7) All accrued money obligations of Franchisee to Franchisee's suppliers, to Franchisor, its subsidiaries, affiliates or assignees, shall be satisfied prior to assignment or transfer, and Franchisee shall not be in default under the terms of this Agreement.

(8) Franchisee (including principals of Franchisee), prior to the transfer, shall execute a general release, in a form prescribed by Franchisor, of any and all existing claims against Franchisor and its subsidiaries and affiliates, and their respective officers, directors, agents and employees, except such claims as are not permitted to be waived under applicable law.

3. Franchisee shall have fully paid and satisfied all of Franchisee's obligations to Franchisor, and the transferee or Franchisee shall have fully paid to Franchisor a transfer fee equal to fifty

percent (50%) of the initial individual start-up franchise fee being charged by Franchisor at the time of the transfer, for the training, supervision, administrative costs, overhead, counsel fees, accounting and other Franchisor expenses in connection with the transfer. This transfer fee does not apply to an assignment of interest to a corporation under Paragraph XIX.B.2.a. of this Agreement.

4. No sale, assignment, transfer, conveyance, encumbrance, or gift of any interest in this Agreement or in the franchise granted thereby, shall relieve Franchisee and the shareholders or partners participating in any transfer, of the obligations of the covenants contained in Paragraph XVI, except where Franchisor shall expressly authorize in writing.

C. Franchisee must promptly ("promptly" herein defined as within fifteen (15) days of receipt of an offer to buy) give Franchisor written notice whenever Franchisee has received an offer to buy Franchisee's franchise. Franchisee must also give Franchisor written notice simultaneously with any offer to sell the franchise made by, for, or on behalf of Franchisee. The purpose of this Paragraph is to enable Franchisor to comply with any applicable state or federal franchise disclosure laws or rules. Franchisee shall indemnify and hold harmless Franchisor for Franchisee's failure to comply with this Paragraph.

D. Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted hereunder.

E. Franchisee shall not sell, transfer, assign or encumber any service contract executed with a third party in conjunction with this Agreement or the Franchise Business without Franchisor's prior written consent.

XX. DEATH OR INCAPACITY OF FRANCHISEE

A. In the event of the death or incapacity of an individual franchisee, or any partner of a Franchisee which is a partnership or any shareholder owning fifty percent (50%) or more of the capital stock of a franchisee which is a corporation, the heirs, beneficiaries, devisee, or legal representatives of said individual, partner or shareholders, shall, within thirty (30) days of such event:

1. Apply to Franchisor for the right to continue to operate the franchise for the duration of the term of this Agreement and any renewals hereof, which right shall be granted upon the fulfillment of all of the conditions set forth in Paragraph XIX.B.2.b. of this Agreement (except that no transfer fee shall be required); or

2. Sell, assign, transfer, or convey Franchisee's interest in compliance with the provisions of Paragraphs XIX.B. and XXI of this Agreement; provided, however, in the event a proper and timely application for the right to continue to operate has been made and rejected, the thirty (30) days to sell, assign, transfer or convey shall be computed from the date of application. For purposes of this Paragraph, Franchisor's silence on an application made pursuant to Paragraph XX.B. through the thirty

(30) days following the event of death or incapacity shall be deemed a rejection made on the last day of such period.

B. In the event of the death or incapacity of an individual Franchisee, or any partner or shareholder of a Franchisee which is a partnership or corporation, where the aforesaid provisions of Paragraph XIX have not been fulfilled within the time provided, all rights licensed to Franchisee under this Agreement shall, at the option of Franchisor, terminate forthwith and automatically revert to Franchisor.

C. For purposes of this Agreement, "incapacity" shall be defined as the inability of Franchisee to operate or oversee the operation of the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional incapacity, chemical dependency or other limitation. Any dispute as to the existence of an incapacity as defined herein shall be resolved by majority decision of three (3) licensed medical physicians practicing in the MSA in which the Franchised Business is located, with each party selecting one (1) medical physician, and the two (2) medical physicians so designated selecting the third medical physician. The determination of the majority of the three (3) medical physicians shall be binding upon the parties and all costs of making said determination shall be borne by the party against whom it is made.

XXI. RIGHT OF FIRST REFUSAL

If Franchisee or its owners propose to sell the Franchised Business (or its assets) or part or all of the ownership of Franchisee, Franchisee or its owners shall obtain and deliver a bona fide, executed written offer to purchase same to Franchisor, which shall, for a period of thirty (30) days from the date of delivery of such offer, have the right, exercisable by written notice to Franchisee or its owners, to purchase the Franchised Business (or its assets) or such ownership for the price and on the terms and conditions contained in such offer to Franchisor, provided that Franchisor may substitute cash for any form of payment proposed in such offer. If Franchisor does not exercise this right of first refusal, the offer may be accepted by Franchisee or its owners, subject to the prior written approval of Franchisor, as provided in Paragraph XIX hereof, provided that if such offer is not so accepted within one hundred twenty (120) days of the date thereof, Franchisor shall again have the right of first refusal herein described. Should a transfer franchisee assume the rights and obligations under this Agreement, such transferee franchisee shall likewise be subject to Franchisor's right of first refusal under terms and conditions as set forth herein.

XXII. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. This Agreement does not create a fiduciary relationship between the parties, nor does it constitute Franchisee as an agent, legal representative, joint venturer, partner, employee, or servant of Franchisor for any purpose whatsoever; and it is understood between the parties hereto that Franchisee shall be an independent contractor and is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor (or under the Marks) to incur any debt, or to create any obligation, express or implied, on behalf of Franchisor.

B. During the term of this Agreement and any extension hereof, Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place on the vehicles used in the operation of the Franchised Business and on all forms, stationery, or other written materials, the content of which Franchisor reserves the right to specify.

C. Franchisee shall defend at its own cost and indemnify and hold harmless Franchisor, its general partners and their shareholders, directors, officers, employees and agents, from and against any and all loss, costs, expenses (including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs other litigation expenses and travel and living expenses), damages and liabilities, however caused, resulting directly or indirectly from or pertaining to the use, condition, or construction, equipping, decorating, maintenance or operation of the Franchised Business, including the sale of any service sold from the Franchised Business. Such loss, claims, costs, expenses, damages and liabilities shall include, without limitation, those arising from latent or other defects in the Franchised Business, whether or not discoverable by Franchisor, and those arising from the death or injury to any person or arising from damage to the property of Franchisee or Franchisor, their agents or employees, or any third person, firm or corporation, whether or not such losses, claims, costs, expenses, damages, or liabilities were actually or allegedly caused wholly or in part through the active or passive negligence of Franchisor or any of its agents or employees or resulted from any strict liability imposed on Franchisor or any of its agents or employees. All such indemnification shall survive termination of this Agreement.

D. Franchisor shall not, by virtue of any approvals, advice or services provide to Franchisee, assume responsibility or liability to Franchisee or any third parties to which Franchisor would otherwise be subject.

XXIII. NON-WAIVER

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms hereof. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by the party sought to be charged and shall not affect or impair Franchisor's right with respect to any subsequent default of the same or of a different nature; nor shall any delay, waiver, forbearance, or omission of Franchisor to exercise any power or rights arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair Franchisor's rights nor shall such constitute a waiver by Franchisor of any right hereunder or of the right to declare any subsequent breach or default. Subsequent acceptance by Franchisor of any payment(s) due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

XXIV. NOTICE

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified mail, return receipt requested, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:	OMEX INTERNATIONAL, INC. 205 House Avenue Camp Hill, Pennsylvania 17011
Notices to Franchisee:	At the address specified on Page 1 of this Agreement

Any notice by certified mail shall be deemed to have been given at the date and time of mailing.

XXV. COST OF ENFORCEMENT OR DEFENSE

In the event that Franchisor is required to employ legal counsel or to incur other expenses to enforce any obligation of Franchisee hereunder, or to defend against any claim, demand, action or proceeding by reason of Franchisee's failure to perform any obligation imposed upon Franchisee by this Agreement, then Franchisor shall be entitled to recover from Franchisee the amount of all reasonable attorney's fees of such counsel and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action or proceeding, whether incurred prior to, or in preparation for, or in contemplation of the filing of such action or thereafter, providing that Franchisor prevails.

XXVI. ENTIRE AGREEMENT

This Agreement, any Exhibit attached hereto, and the documents referred to herein, shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede all prior agreements. No other representation has induced Franchisee to execute this Agreement, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties.

XXVII. SEVERABILITY AND CONSTRUCTION

A. Each Paragraph, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any Paragraph, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Agreement,

and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not part of this Agreement; provided, however, that if Franchisor determines that said finding of illegality adversely affects the basic consideration of this Agreement, Franchisor may, at its option, terminate this Agreement.

B. Anything to the contrary herein notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee and such of their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under or by reason of this Agreement.

C. Franchisee shall be bound by any promise or covenant imposing the maximum duty permitted by law which is contained within the terms of any provision hereof, as though it were separately stated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

D. All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

E. This Agreement may be executed in triplicate, and each copy so executed shall be deemed an original.

XXVIII. APPLICABLE LAW

A. THIS AGREEMENT TAKES EFFECT UPON ITS ACCEPTANCE AND EXECUTION BY FRANCHISOR IN PENNSYLVANIA; AND SHALL BE INTERPRETED AND CONSTRUED UNDER THE LAWS THEREOF, WHICH LAWS SHALL PREVAIL IN THE EVENT OF ANY CONFLICT OF LAW, EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15, U.S.C. SECTIONS 1051 ET SEQ).

B. FRANCHISEE ACKNOWLEDGES THAT THIS AGREEMENT IS ENTERED INTO IN CUMBERLAND COUNTY, PENNSYLVANIA AND THAT ANY ACTION SOUGHT TO BE BROUGHT BY EITHER PARTY, EXCEPT THOSE CLAIMS REQUIRED TO BE SUBMITTED TO ARBITRATION SHALL BE BROUGHT IN THE APPROPRIATE COURT IN OR FOR CUMBERLAND COUNTY, PENNSYLVANIA AND THE PARTIES DO HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSES OF CARRYING OUT THIS PROVISION.

C. NO RIGHT OR REMEDY CONFERRED UPON OR RESERVED TO FRANCHISOR OR FRANCHISEE BY THIS AGREEMENT IS INTENDED TO BE, NOR SHALL BE DEEMED, EXCLUSIVE OF ANY OTHER RIGHT OR REMEDY HEREIN OR BY LAW OR EQUITY PROVIDED OR PERMITTED, BUT EACH SHALL BE CUMULATIVE OF EVERY OTHER RIGHT OR REMEDY.

D. NOTHING HEREIN CONTAINED SHALL BAR FRANCHISOR'S RIGHT TO OBTAIN INJUNCTIVE RELIEF AGAINST THREATENED CONDUCT THAT WILL CAUSE IT LOSS OR DAMAGES, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS.

XXIX. DISPUTE RESOLUTION

A. All controversies, disputes or claims arising between Franchisor and Franchisee in connection with, arising from, or with respect to: (1) any provision of this Agreement or any other agreement related to this Agreement between the parties; (2) the relationship of the parties hereto; (3) the validity of this Agreement or any other agreement related to this Agreement between the parties, or any provision thereof; or (4) any specification, standard or operating procedure relating to the establishment or operation of the Franchised Business (except controversies, disputes or claims relating to the Marks and Franchisor's actions to collect Continuing Services and Royalty Fees and other fees due Franchisor) which shall not be resolved within fifteen (15) days after either party shall notify the other in writing of such controversy, dispute or claim, shall be submitted for arbitration in accordance with the rules of the American Arbitration Association or any successor thereof; provided that, notwithstanding the foregoing, if the matter in controversy is such that if Franchisor's position were upheld, Franchisor would have the right to terminate this Agreement, Franchisor's right to terminate shall be immediate and not subject to arbitration. Any required arbitration shall take place at a time and place to be mutually agreed upon in Cumberland County, Pennsylvania.

B. Nothing herein contained shall bar the right of either party to seek and obtain temporary injunctive relief or other emergency relief from a court of competent jurisdiction in accordance with applicable law against threatened conduct that will cause loss or damage, pending completion of the arbitration.

C. It is the intent of the parties that any arbitration between Franchisor and Franchisee shall be of Franchisee's individual claim and that the claim subject to arbitration shall not be arbitrated on a class wide basis.

D. Franchisor and Franchisee agree to submit to non-binding mediation any and all claims before initiating arbitration in accordance with the provisions of Section A, above, provided that (1) this requirement shall not prevent either party from seeking relief in accordance with the provisions of Paragraph B, above; (2) the mediation will be conducted in Cumberland County, Pennsylvania, with the mediator to be selected from the panel of Certified Mediators of the United States District Court for the Middle District of Pennsylvania. If the parties cannot agree on the selection of such a mediator, they shall agree on a procedure for randomly selecting a mediator from that panel; (3) after selection of the mediator, the parties will proceed promptly to mediation and the mediation shall be limited to one day; and (4) each party shall bear one-half of all of the mediator's fees and expenses in connection with the mediation.

XXX. "FRANCHISEE" DEFINED AND GUARANTY

As used in this Agreement, the term "Franchisee" shall include all persons who succeed to the interest of the original Franchisee by permitted transfer or operation of law and shall be deemed to include not only the individual or entity defined as "Franchisee" in the introductory paragraph of this Agreement, but shall also include all partners of the entity that executes this Agreement, in the event said entity is a partnership, and all shareholders, officers and directors of the entity that executes this Agreement, in the event said entity is a corporation. By their signatures hereto, all partners, shareholders, officers and directors of the entity that signs this Agreement as Franchisee acknowledges and accepts the duties and obligations imposed upon each of them, individually, by the terms of this Agreement. All partners of the entity that executes this Agreement, in the event said entity is a partnership, and all shareholders, officers and directors of the entity that executes this Agreement, in the event said entity is a corporation, shall execute the Guaranty and Assumption of Obligations attached hereto as Exhibit C and made a part hereof.

XXXI. FORCE MAJEURE

Whenever a period of time is provided in this Agreement for either party to do or perform any act or thing, except the payment of monies, neither party shall be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of the parties, and in any event said time period for the performance of an obligation hereunder shall be extended for the amount of time of the delay. This clause shall not apply nor result in an extension of the term of this Agreement.

XXXII. CAVEAT

The success of the business venture contemplated to be undertaken by Franchisee by virtue of this Agreement is speculative and depends, to a large extent, upon the ability of Franchisee as an independent businessman, and its active participation in the daily affairs of the business as well as other factors. Franchisor does not make any representation or warranty express or implied as to the potential success of the business venture contemplated hereby.

XXXIII. ACKNOWLEDGEMENTS

A. FRANCHISEE ACKNOWLEDGES THAT THERE ARE CERTAIN RISKS AND HEALTH HAZARDS THAT MAY BE ASSOCIATED WITH THE HANDLING OF HAZARDOUS MATERIALS AND/OR CHEMICALS. FRANCHISEE FURTHER ACKNOWLEDGES THAT USE OF CERTAIN HAZARDOUS MATERIALS AND/OR CHEMICALS IS AN INTEGRAL PART OF THE FRANCHISED BUSINESS. FRANCHISEE AGREES TO INDEMNIFY AND HOLD HARMLESS FRANCHISOR, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES AND LIABILITIES, HOWEVER CAUSED, RESULTING DIRECTLY OR INDIRECTLY, OR PERTAINING TO THE USE OF HAZARDOUS MATERIALS AND/OR CHEMICALS USED IN THE OPERATION OF THE FRANCHISED BUSINESS.

B. Franchisee acknowledges that it has received the current Franchise Disclosure Document for an OMEX franchise at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

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

OMEX INTERNATIONAL, INC.,

By:_____

ATTEST/WITNESS:

FRANCHISEE

_____ _____

_____ _____

EXHIBIT A TO THE FRANCHISE AGREEMENT

LOCATION OF FRANCHISED BUSINESS

DESCRIPTION OF AREA OF PRIMARY RESPONSIBILITY

FRANCHISOR	FRANCHISEE

EXHIBIT B TO THE FRANCHISE AGREEMENT

REFUNDS AND CANCELLATION

This entire contract is further conditioned upon Franchisor's evaluation of the personal abilities, aptitudes and financial qualifications of Franchisee, and Franchisee's manager, if applicable. In accordance therewith, Franchisee, and, Franchisee's manager, if applicable, shall submit all data requested and Franchisor shall have a reasonable time, not to exceed fifteen (15) business days after submission of all data, to prepare its evaluations. If, for any reason, Franchisor elects to cancel this Agreement after the aforesaid evaluations, he shall notify Franchisee in writing of the cancellation within fifteen (15) days of Franchisor's receipt of the above data or completion of training. Said notice shall be accompanied by a refund to Franchisee of monies paid to Franchisor under the terms of this Agreement less the amount stated below, and the notice and refund shall cause an automatic cancellation of this Agreement without further notice.

1. In the event of a cancellation of this Agreement after Franchisor's review of the Franchisee's qualifications, Franchisor shall be entitled to a reasonable fee for its evaluation of Franchisee and related preparatory work performed and expenses actually incurred, but not to exceed the sum of FIVE THOUSAND Dollars ($5,000.00).

2. If Franchisor determines, in its sole discretion, that Franchisee is unable to satisfactorily complete the training program described above, Franchisor shall have the right to terminate this Agreement in the manner herein provided. If this Agreement is terminated pursuant to this Paragraph, Franchisor shall return to Franchisee the franchise fees paid by Franchisee to Franchisor minus the expenses incurred by Franchisor as of such date for providing training to Franchisee and other expenses incurred by Franchisor. Upon return of said amount, Franchisor shall be fully and forever released from any claims or causes of action Franchisee may have under or pursuant to this Agreement, and Franchisee shall have no further right, title or interest in the Marks or the System. Notwithstanding the foregoing, Franchisee shall be bound by all provisions regarding confidentiality as set forth in Paragraph VII and VIII of this Agreement. If Franchisee has paid franchise fees in excess of the amount owed to Franchisor for Franchisor's evaluation, Franchisor shall return such excess amount to Franchisee and Franchisor shall be fully and forever released from any claims or causes of action Franchisee may have under or pursuant to this Agreement. Further, upon termination as provided in this Exhibit, Franchisee shall forfeit any and all leads for prospective customers and accounts procured through initial marketing and/or Grand Opening Advertising efforts conducted by Franchisor and Franchisee pursuant to this Agreement.

OMEX INTERNATIONAL, INC.

By:_____

ATTEST/WITNESS:

FRANCHISEE

_____

_____

_____

_____

EXHIBIT C TO THE FRANCHISE AGREEMENT
GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ____ day of _____, _____, by _____
_____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date herewith (the "Agreement") by OMEX INTERNATIONAL, INC. ("Franchisor"), each of the undersigned hereby personally and unconditionally (1) guarantees to Franchisor, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (2) shall personally bound by, and personally liable for the breach of each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of Paragraph XVI. Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (4) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) any and all other notices and legal or equitable defenses to which he may be entitled.

This Agreement shall be deemed executed and delivered in Cumberland County and any action under this Guaranty shall be brought in the appropriate state or federal court having jurisdiction in or for Cumberland County, Pennsylvania.

Each of the undersigned consents and agrees that: (1) its direct and immediate liability under this guaranty shall be joint and several; (2) it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed its signature on the same day and year as the Agreement was executed.

GUARANTOR(S)	PERCENTAGE OF OWNERSHIP
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

EXHIBIT C TO FDD

STATE ADMINISTRATORS

California
Department of Financial Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834

Connecticut
Banking Commissioner
44 Capitol Avenue
Hartford, CT 06106

Florida
Commissioner
Dept. Of Agriculture & Consumer Svcs.
Room 508, Mayo Building
Tallahassee, FL 32399-0800

Hawaii
Commissioner of Securities
1010 Richard Street
Honolulu, HI 96813

Illinois
Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana
Commissioner
Securities Division
302 West Washington Street
Room E111
Indianapolis, Indiana 46204

Maryland
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202

Michigan
Franchise Administrator
670 Law Building
Lansing, MI 48913

Minnesota
Deputy Commissioner
Minnesota Department of Commerce
133 East Seventh Street
St. Paul, MN 55101

New York
New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
212-416-8222

North Carolina
Office of Secretary of State
Securities Division
300 North Salisbury Street, Room 302
Raleigh, NC 27611

North Dakota
Franchise Examiner
600 East Boulevard, 5th Floor
Bismarck, North Dakota 58505

Rhode Island
Associate Director and
Superintendent of Securities
Division of Securities
233 Richmond Street, Ste. 232
Providence, RI 02903-4243

South Carolina
Office of Secretary of State
Public Charities Division
P.O. Box 11350
Columbia, SC 29211

South Dakota
Franchise Administrator
Division of Securities
118 West Capitol Avenue
Pierre, SD 57501-2017

Texas
Secretary of State
P.O. Box 12697
Austin, TX 78711-2697

Virginia
Ronald W. Thomas, Director
Securities and Retail Franchising Division
State Corporation Commission
1300 E. Main Street
Richmond, VA 23219

Washington
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507-9033

Wisconsin
Commissioner of Securities
111 West Wilson Str., P.O. Box 1768
Madison, WI 53701

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EXHIBIT E TO FDD

LIST OF AGENTS FOR SERVICE OF PROCESS

California
Department of Financial Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834

Connecticut
Connecticut Banking Commissioner
44 Capitol Avenue
Hartford, CT 06106

Florida
The Prentice-Hall Corporation System, Inc.
Ste. 420, Lewis State Bank Building
Tallahassee, FL 32304

Georgia
Secretary of State
2 Martin Luther King Drive
Atlanta, GA 30334

Hawaii
Director of Commerce &
Consumer Affairs
Business Registration Division
P.O. Box 40
Honolulu, HI 96810

Illinois
Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana
Indiana Secretary of State
302 West Washington Street
Indianapolis, IN 46204

Maryland
Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2021

Michigan
Prentice Hall Corporation System, Inc.
501 South Capitol Avenue
Lansing, MI 48913

Minnesota
Commissioner of Commerce
133 East Seventh Street
St. Paul, MN 55101

Nebraska
Director, Department of Banking and Finance
Ste. 311, The Atrium
P.O. Box 95006
Lincoln, NE 68509-5006

New York
The Secretary of New York
162 Washington Avenue
Albany, NY 12231

North Carolina
Office of Secretary of State
Securities Division
300 North Salisbury Street, Room 302
Raleigh, NC 27611

North Dakota
Commissioner of Securities
Ninth Floor, State Capitol Building
Bismarck, North Dakota 58505

Rhode Island
Director of Business Regulation
Department of Business Regulation
233 Richmond Street, Ste. 232
Providence, RI 02903-4243

South Carolina
The Prentice-Hall Corporation System
2019 Park Street
Columbia, SC 29201

South Dakota
Director, Securities Division
118 West Capitol Avenue
State Capitol Building
Pierre, SD 57501

Virginia
Clerk of the State Corporation Commission
State Corporation Commission
1300 E. Main Street
Richmond, VA 23219

Washington
Department of Financial Institutions
P.O. Box 9033
Olympia, WA 98507-9033

Wisconsin
Commissioner of Securities
P.O. Box 1768
101 East Wilson Street, 4th Floor
Madison, WI 53701

EXHIBIT F TO FDD

STATE ADDENDA

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:
   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:
   Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:
   A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
   B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
   C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
   D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective

injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

   However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law": The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York

Receipt

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If OMEX offers you a franchise, OMEX must provide this disclosure document to you by the earliest of:

(1) fourteen calendar days before the signing of a binding agreement with OMEX in connection with the proposed franchise sale; or
(2) fourteen calendar days before a payment is made to OMEX in connection with the proposed franchise sale.
(3) New York law require OMEX to provide the Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If OMEX does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency, if any, referenced in Exhibit C.

OMEX's franchise sellers are: Gerald Boarman II and Stephen D. Thomas, OMEX International, Inc., 205 House Avenue, Camp Hill, Pennsylvania 17011, phone 717-737-7311.

The issuance date of this Disclosure Document is November 22, 2022. I have received a Uniform Franchise Disclosure Document dated _____ that included the following exhibits:

a. financial statements.
b. franchise agreement.
c. state administrators.
d. OMEX operations manual table of contents.
e. list of agents for service of process.
f. state addenda and agreement riders.

_____
individually or as an officer or partner of

_____

a (_____corporation/partners)
(_____ partnership)

Name: _____
Dated: _____
Address: _____
_____
Phone: _____

Receipt

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If OMEX offers you a franchise, OMEX must provide this disclosure document to you by the earliest of:

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_____
individually or as an officer or partner of

_____

a (_____corporation/partners)
(_____ partnership)

Name: _____
Dated: _____
Address: _____
_____
Phone: _____

PLEASE RETURN THIS FORM TO:
OMEX International, Inc. at 205 House Avenue, Camp Hill, PA 17011,
by fax at 717-737-9271 or via e-mail to gboarman@omexcorp.com