FRANCHISE DISCLOSURE DOCUMENT

INTERNATIONAL CLEANERS, CORP.
A DELAWARE CORPORATION
1874 NORTH YOUNG CIRCLE
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The franchisee will operate a laundry and drycleaning business under the trade name and service mark "OXXO Care Cleaners".

The total investment necessary to open a plant store franchise ranges from $475,500 - $667,000. This includes $308,000 - $383,000 which must be paid to the franchisor and affiliates.

Franchisees operating at least 1 plant store or who operate a warehouse plant can open drop stores and ATM Units. The total investment necessary to open a drop store ranges from $169,500 - $388,500. This includes $113,000 - $208,000 which must be paid the franchisor or its affiliates. The total investment necessary to open an ATM unit ranges from $119,000 to $162,500. This includes $79,000 - $89,000 which must be paid to the franchisor or its affiliates.

The total investment to open a warehouse plant ranges from $478,500 - $595,000. This includes $330,00 - $335,000 which must be paid to the franchisor or its affiliates.

In addition to individual store franchises, Multi-Unit Development Agreements are offered.

	Total Investment Necessary	Initial Fees
Multi-Unit Development Agreement	$547,500 - $829,000	$90,000 - $180,000

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 us or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Sales Department at 1874 North Young Circle, Hollywood, Florida 33020, telephone (954) 927-7410, extension 103.

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

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

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

Issuance Date: April 1, 2020

STATE COVER PAGE

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

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

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

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

1. WE AND OUR AFFILIATES MAY ESTABLISH OTHER CHANNELS OF DISTRIBUTION, AND MAY SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE TO THE GENERAL PUBLIC UNDER THE SAME AND/OR DIFFERENT TRADEMARK IN COMPETITION WITH YOU.

2. THE FRANCHISE AGREEMENT, MULTI-UNIT DEVELOPMENT AGREEMENT AND WAREHOUSE PLANT LICENSE AGREEMENTS REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN FLORIDA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH US IN FLORIDA THAN IN YOUR HOME STATE.

3. THE FRANCHISE AGREEMENT, MULTI-UNIT DEVELOPMENT AGREEMENT, AND WAREHOUSE PLANT LICENSE STATE THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE YOU THE SAME PROTECTION AND BENEFITS AS THE LAW OF YOUR HOME STATE. YOU MAY WANT TO COMPARE THESE LAWS.

4. YOU MUST PAY US MINIMUM ROYALTY AND ADVERTISING FEES OF $750 AND $200 PER MONTH, RESPECTIVELY, EVEN IF YOUR FRANCHISE BUSINESS HAS NO REVENUE.

5. THE FRANCHISE AGREEMENT, MULTI-UNIT DEVELOPMENT AGREEMENT AND WAREHOUSE PLANT LICENSE STATE THAT, BEFORE FILING SUIT, THE PARTIES MUST MAKE A GOOD FAITH EFFORT TO RESOLVE A DISPUTE THROUGH DISCUSSION, AND, AT THE REQUEST OF EITHER PARTY, TROUGH NON-BINDING MEDIATION. THIS MAY DELAY YOUR ABILITY TO HAVE A COURT DECIDE YOUR CASE.

6. THE FRANCHISE AGREEMENT, MULTI-UNIT DEVELOPMENT AGREEMENT AND WAREHOUSE PLANT LICENSE STATE THAT THE PARTIES WAIVE TRIAL BY JURY IN ANY LITIGATION.

7. THE FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT CONTAIN A WAIVER OF ANY RIGHT TO, OR CLAIM FOR, PUNITIVE OR EXEMPLARY DAMAGES. YOUR JUDGMENT IN LITIGATION IS LIMITED TO YOUR ACTUAL DAMAGES.

8. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the service of one or more franchise brokers or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates.

EFFECTIVE DATES

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

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

California	
New York	

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ITEM I

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, "IC", "we" or "us" means International Cleaners, Corp., the franchisor, and "you" means the person who buys the franchise; and if the franchise is granted to an entity, "you" also includes shareholders, members or partners. International Cleaners, Corp. is a Delaware corporation which was formed on March 29, 2011. Our principal business address is 1874 North Young Circle, Hollywood, Florida 33020. We have a predecessor, MUSA, LLC which was formed on June 11, 2001. MUSA, LLC's principal business address is 1874 North Young Circle, Hollywood, Florida 33020. Effective May 1, 2011, we acquired from MUSA, LLC an assignment of the franchise agreements it had granted for the operation of OXXO Care Cleaners businesses ("Stores") in the United States. MUSA, LLC continues operating its Stores in the District of Columbia, Florida and New Jersey pursuant to a license from us. MUSA, LLC does not have a predecessor.

We have the right to use, and license other to use, the OXXO Care Cleaners mark in the United States. We do business under our company name and the trade name OXXO.

We do not own or operate a business of the type being franchised. Our only business is granting franchises for the development and operation of OXXO Care Cleaners businesses. Our predecessor has owned a business of the type being franchised since 2001 and granted franchises for OXXO Care Cleaners businesses from 2002 - 2009. We have offered franchises since 2011.

Our corporate parent is Mialtaje, LLC, a Delaware limited liability company, and its principal business address is 1874 North Young Circle, Hollywood, Florida 33020.

Our affiliate, Cleaners Equipment, Corp, a Delaware corporation formed on April 18, 2011, 1874 North Young Circle, Hollywood, Florida 33020, is the designated supplier for the proprietary drycleaning equipment and debit card pick-up system. Another affiliate, Cleaners Debit Card (CDC), LLC, a Delaware limited liability company formed on June 11, 2001, 1874 North Young Circle, Hollywood, Florida 33020, is the approved supplier for the pre-paid debit card which must be accepted as payment for drycleaning, laundry and related services at your Store. These affiliates have never operated a business of the type to be operated by the franchise or offered franchises.

Neither we nor our predecessor or affiliates have offered franchises in any other line of business.

The names and addresses of our designated agents for service of process are listed on Exhibit B.

Franchise Agreement for Plant Store/Drop Store/ ATM Units

We grant licenses to use the OXXO marks and operating system for the operation of an environmentally friendly drycleaning and laundry business with a 24-hour pick-up system (Exhibit C). There are three types of OXXO Care Cleaners businesses catering to the public. OXXO Care Cleaners businesses which do the cleaning and finishing on the premises are known as Plant Stores. OXXO Care Cleaners businesses which do not do the cleaning on the premises are known as Drop Stores. OXXO Care Cleaners businesses which are unmanned, automated locations where customers can drop off and pick-up cleaning and laundry are known as ATM Units. Drop Stores may do shirt washing and finishing on the premises. Drycleaning and laundry services for a Drop

Store or an ATM Unit must be done in an OXXO Plant Store or Warehouse Plant. Typically, licenses for Drop Stores are granted to franchisees who operate a Plant Store or a Warehouse Plant; however, we may grant a license for a Drop Store to someone who does not operate Plant Store or a Warehouse Plant. If you purchase a license for a Drop Store and do not operate a Plant Store or a Warehouse Plant, you must make arrangements with the owner of a Plant Store or Warehouse Plant for the drycleaning and laundering of your customers' garments. Should the owner of the Plant Store or Warehouse Plant stop drycleaning or laundering the garments of your customers, you must make arrangements with another owner of a Plant Store or Warehouse Plant to dryclean and launder your customers' garments in order to continue operating the Drop Store, and if you are unable to make arrangements with another Plant Store or Warehouse Plant owner, the Drop Store license will terminate. Licenses for ATM Units are granted only to existing franchisees operating at least one Plant Store or who have a Warehouse Plant. A Warehouse Plant is a facility where the drycleaning and laundry services are performed for OXXO Drop Stores and ATM Units and which do not typically have retail customers. If the owner of a Warehouse Plant is allowed to service retail customers, he must pay royalties based on the retail sales at the same rate being charged for Plant Store and Drop Stores franchises granted on the date the Warehouse Plant is granted permission to have retail customers.

OXXO Care Cleaners businesses use certain trademarks, service marks and commercial symbols, including the mark "OXXO Care Cleaners", (collectively referred to as the "Marks"). The Stores are developed and operated using a comprehensive and unique system which includes standardized interior store design, layout, decor, color schemes and image, proprietary equipment package, uniform standards, inventory, management and financial procedures, distinctive signage, proprietary drycleaning and laundry know-how, techniques, procedures, cleaning methods that we, our affiliates and/or designated third parties own or have used, unique pre-payment debit card 24-hour pick-up system, recommended work flow, customer practices, procedures, techniques and specifications (collectively referred to as the "System").

If you are an entity, we may require some or all of the owners to guaranty your performance under the Franchise Agreement and to be bound by the confidentiality and non-competition provisions of the Franchise Agreement.

Incentive Referral Fee Program

We encourage OXXO CARE CLEANERS Franchisees to refer prospective candidates who want to become a part of OXXO CARE CLEANERS Network. We will pay an Incentive Referral Fee of $5,000. You will be rewarded the incentive if you are a Franchisee in good standing and refer a prospective franchisee to us with whom we have not previously had communication. The prospective franchise must sign a Franchise Agreement with us for a new OXXO CARE CLEANERS Store for you to receive the referral fee. We will pay the referral fee within 30 days after the prospective franchisee signs a Franchise Agreement and pays the Initial Franchise Fee. We reserve the right at any time to cancel, modify, amend, or terminate the Incentive Referral Fee Program.

Multi-Unit Development Agreement

In addition to plant store/drop store franchises, we offer to qualified persons the right to develop a number of Stores within a specified exclusive development area in accordance with a Development Schedule under an OXXO Multi-Unit Development Agreement (Exhibit D). The development area and number of Stores to be opened (usually based on 1 Store per 15,000 population) will be set forth in the Multi-Unit Development Agreement. A separate Franchise

Agreement must be signed for each Store. The Franchise Agreement for each Store will be the then-current form. A multi-unit franchisee may, with our permission, open a Warehouse Plant to service the Plant Stores, Drop Stores and ATM Units opened in the development area.

Warehouse Plant License

We offer licenses to open a Warehouse Plant to franchises who operate at least 5 franchised OXXO Drop Stores or have entered into a Multi-Unit Development Agreement pursuant to which they have agreed to open at least 5 OXXO Drop Stores. The Warehouse Plant License grants the right to open a Warehouse Plant from which the franchisee will perform the drycleaning and laundry services for their OXXO Drop Stores. A Warehouse Plant License does not grant the right to provide drycleaning and laundry services to retail customers. A Warehouse Plant licensee pays no initial franchise fee.

The market for drycleaning and laundry services is highly competitive. You will have to compete with individually owned and chain operated businesses offering some or all of the services offered by you and with self-service laundry and drycleaning facilities. Seasonality, climate and the demographics may affect the demand for drycleaning and laundry services.

Federal, state and local governments have enacted environmental laws, rules and regulations pertaining to the handling and disposal of chemicals used in the drycleaning process. To comply with requirements of federal, state and local regulatory agencies, you may have to purchase equipment, accessories and other items, and obtain local, state and federal environmental permits. Failure to comply with governmental regulations can result in fines, penalties and the costs of ordered clean-ups and liability to property owners, employees and customers affected by the emission, leakage or improper handling, storage or disposal of hazardous materials. In addition, some state and local governments have laws and regulations specific to the operation of a drycleaning business. Some states have laws which require that franchise brokers register and maintain certain records.

Exhibit C is the standard form franchise agreement; Exhibit D is the standard form Multi-Unit Development Agreement; and Exhibit L is the standard Warehouse Plant license agreement.

We strongly urge you to consult with your own independent business advisors before deciding to invest in an OXXO franchise.

ITEM 2

BUSINESS EXPERIENCE

Salomon Mishaan - President of IC since April, 2011. He has been President of MUSA since June 2001. Mr. Mishaan has been President and a Director of Empaques Practiplastic, a manufacturer of blister packaging in Caracas, Venezuela, since 1991; he has been a Director of Miratex, a manufacturer of yarn, fabrics and textile dying in Bogota, Colombia, since 1986; he has been a Director of Laminova, a manufacturer of high pressure laminates in Caracas, Venezuela and Bogota, Colombia, since 1998; he has been Vice President and a Director of Hilasintex, a manufacturer of yarn, fabrics and textile dying in Caracas, Venezuela, since 1996; he has been a Director of Polifiim-Plastiflex Group, a manufacturer of vinyl products and high pressure laminates, since 1998; and he has been President and a Director of Inversiones Mishaan, a real estate development company in Caracas, Venezuela, since 1976.

Nilma Fernandez - Vice President of IC since April 2011. Managing Director of MUSA since June 2001.

Fernando Fernandez - Vice President - Operations of IC since May 2011. Northeast Operations Manager of MUSA from December 2006 - April 2011.

Jaime Remond – Vice President of Sales of IC since September 2015. Vice President of Dryclean USA License Corp. in Miami, Florida from April 2011 - September 2015. National Sales Director of MUSA, LLC in Hollywood, Florida from October 2004 - March 2011.

ITEM 3

LITIGATION

Pending Actions

None

Litigation against Franchisees Commenced in the Past Fiscal Year

None

Concluded Actions

Glenn Gilmore , Plaintiff, v/ MUSA, LLC, Green & Clean Systems Equipment, LLC and Salomon Mishaan ("Defendants") in the Superior Court of California, County of San Francisco, Case No. CGC-08-475515 filed on September 20, 2008. The Plaintiff was a franchisee. The complaint had claims for fraud, concealment, non-disclosure, negligent misrepresentation, rescission, violation of California Franchise Investment Law, breach of contract, breach of the implied covenant of good faith and fair dealing, money had and received, unfair business practices and declaratory relief. The parties entered into a Settlement Agreement and Release of All Claims in May 2009 pursuant to which Defendants agreed to pay Plaintiff $18,750 and the suit was dismissed with prejudice.

Lincoln Matadeen, Adriana Contreras-Matadeen, Eco-Press Care Cleaners, Inc., Eco-Press Care Cleaners Store #2, Inc., Eco-Press Care Cleaners Store #3, Inc., Plaintiffs v. Salomon Mishaan, MUSA, LLC, Green & Clean Systems Equipment, LLC, and Nilma Fernandez, Defendants; in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; Case No. 09-11164 CA 22; filed on February 11, 2009. The Plaintiffs were franchisees of MUSA, LLC. The Defendants Salomon Mishaan and Nilma Fernandez are managing members of MUSA, LLC. Defendant Green & Clean Systems Equipment, LLC is an affiliate of MUSA, LLC and is the designated supplier for dry-cleaning equipment and debit card pick-up system. The Plaintiffs allege counts for fraud and misrepresentation, violation of the Florida Deceptive and Unfair Trade Practices Act, violation of the Florida Franchise Act, and breach of contract and breach of the implied covenant of good faith and fair dealing. The Plaintiffs sought actual and compensatory damages, attorneys' fees and costs. The Defendants filed a Motion to Dismiss the Complaint. In addition, the Defendants filed a Counterclaim against Lincoln Matadeen, Adriana Contreras-

Matadeen and Eco-Press Care Cleaners Store #3, Inc. for damages caused by multiple breaches of the various franchise agreements and for injunctive relief. The parties agreed to settle the matter and entered into a Settlement Agreement on November 23, 2010. The Settlement Agreement provided for the dismissal and release of all claims and for the disposition of Plaintiffs' Miami Lakes, Florida franchise store (the "Miami Lakes Store"), Pembroke Pines, Florida franchise store (the "Pembroke Pines Store"), the Fort Lauderdale, Florida franchise agreement (the "Fort Lauderdale Agreement") and a loan to Plaintiffs from Leaf Funding, Inc. which loan was secured by equipment at the Miami Lakes Store and Pembroke Pines Stores and was also guaranteed by MUSA, LLC (the "Leaf Loan"). Pursuant to the Settlement Agreement, MUSA LLC agreed to offer the Miami Lakes Store for sale or to purchase all of the assets related to the Miami Lakes Store for $160,000 if the store is not sold within nine months. Plaintiffs leased the equipment located at the Miami Lakes Store to MUSA LLC, and MUSA, LLC agreed to pay Plaintiffs for such lease by providing a credit of up to $3,185 per month against royalty and service charges due MUSA, LLC from Plaintiffs' operation of their Pembroke Pines store. Plaintiffs also agreed to offer their Pembroke Pines store for sale and to use the proceeds from the sale to pay debts including the Leaf Loan. Plaintiffs agreed not to operate a drycleaning business within 25 miles of the Miami Lakes Store and the Pembroke Pines Store. In addition, the parties agreed to terminate the Ft. Lauderdale Agreement which was for a store that had not yet opened.

Peter Kemp and Stephanie Toothaker, Plaintiffs, v. MUSA, LLC, Defendant, in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida; Case No. CACE 12-000609(09); filed January 9, 2012. The Plaintiffs are former franchisees of our predecessor, MUSA, LLC. The Plaintiffs assert claims for breach of contract and unjust enrichment alleging that the Defendant breached the franchise agreement by failing to return the initial franchise fee of $25,000 because of Plaintiffs alleged inability to obtain financing necessary to open a franchise store and because Defendant allowed another franchisee to own and operate a franchised Store in their territory. Defendant filed an Amended Answer and Affirmative Defenses as wells as a Counterclaim alleging the Plaintiffs breached their obligations under the franchise agreement. The parties agreed to settle the dispute with each party to pay its own attorneys' fees and costs. In February 2017, the parties exchanged releases of all claims and filed a joint stipulation for dismissal of all claims and counterclaims with prejudice.

Administrative Orders:

On May 2, 2018, the California Commissioner of Business Oversight issued a Desist and Refrain Order ordering OXXO Care Cleaners to desist and refrain from the further offer or sale of OXXO Care Cleaners franchises in California unless and until the offer has been registered under the California Franchise Investment Law. The Commissioner of Business Oversight issued the order because it was of the opinion that an OXXO Care Cleaners franchise had been offered to a California resident through our website without first being registered under the Franchise Investment Law.

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FEES

Plant Store/Drop Store/ATM

You must pay a non-refundable initial franchise fee of $36,000 for a Plant Store or a Drop Store and $12,000 for a single ATM Unit; however, ATM Unit franchises are typically sold in packages of 3 ATM Units for an initial franchisee fee of $36,000. In addition, you must pay a non-refundable set-up fee of $30,000 - $35,000 for a Plant Store, $15,000 - $20,000 for a Drop Store and $10,000 for an ATM Unit. A franchisee operating a Plant Store and a Drop store or a Plant Store and 3 or more ATM Units who desires to open an ATM to fill a need in the trade area served by the franchisee's other franchised locations may purchase a franchise for a single ATM Unit. The initial franchise fee is payable when you sign the Franchise Agreement. The cost of the proprietary drycleaning equipment and debit card pick-up system, prepaid debit cards and promotional materials purchased from us and our affiliates for a Plant Store ranges between $242,000 - $312,000; the cost of the proprietary debit card pick-up system, prepaid debit cards and promotional materials purchased from us and our affiliates for a Drop Store ranges between $62,000 - $152,000; the cost of the proprietary debit card pick-up system, prepaid debit cards and promotional materials purchased from us and our affiliates for an ATM Unit ranges between $57,000 - $67,000. If the franchise is for your first Plant Store, you must agree to open a Drop Store or ATM Unit not later than the earlier of (i) 12 months after the Plant Store first opens or (ii) 6 months after the Plant Store averages 300 garments per day for 2 consecutive months. There is no initial franchise fee for a Warehouse Plant; however, there is a non-refundable set-up fee of $30,000 - $35,000. The cost of the proprietary drycleaning equipment purchased from us and our affiliates range is $300,000.

Multi-Unit Development Agreement

If you are purchasing multi-unit development rights for an area, you must pay a non-refundable development fee equal to $18,000 times the minimum number of franchised OXXO Care Cleaner businesses you have agreed to open. You must agree to open a minimum of 5 franchised Stores under a Multi-Unit Development Agreement in which case the development fee would be $90,000. The Initial Franchise Fee for each Store required to be opened under the Multi-Unit Development Agreement will be 50% of the then current Initial Franchise Fee at the time you sign the Franchise Agreement (we currently charge $36,000 for the Initial Franchise Fee making the Initial Franchise Fee $18,000, but if we change the Initial Franchise Fee during the term of the Multi-Unit Development Agreement, the amount of the Initial Franchise Fee to be paid by you for Franchise Agreements signed after the change will be 50% of the new Initial Franchise Fee). At the time you sign the Multi-Unit Development Agreement, you must pay the development fee and also sign the Franchise Agreement for the first Store. If you open more than the minimum number of Stores required under the Multi-Unit Development Agreement, you must pay the full Initial Franchise Fee for each Store you open in excess of the minimum required.

ITEM 6

OTHER FEES

Plant Store/Drop Store/ATM

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty [1]	The greater of 6% of monthly Gross Revenues, or $750	Payable on the 5st day of each month	To be paid by automatic electronic bank transfer. If payment is not received when due, the amount owed may be deducted from debit card revenues due you or bank account or charged to any credit card on file with us. Gross Revenues means the total revenues from the franchise business excluding sales tax and amounts returned to customers. The Royalty under a renewal or extension franchise agreement is the greater of the amount specified by us or 6%.
Royalty Surcharge [1]	1% - 2% of Gross Revenues	Payable on the 5th day of the following month	If you fail to correct a breach withing 30 days after notice, we may charge a Royalty Surcharge of 1% of Gross Revenues until the breach is corrected, and if the breach continues for more than 60 days after notice, the Royalty Surcharge increases to 2% of Gross Revenues.
Advertising [1]	The greater of $200 or 1% of monthly Gross Revenues	Payable on the 5th day of each month	To be paid by automatic electronic bank transfer. Will be used for development and production costs of advertising and promotion materials, public relations, market research, agency fees and reimbursement of our costs in administering the advertising fund and programs
Cooperative Advertising Fee	Up to 3% of monthly Gross Revenues	When specified by the advertising cooperative	Must be a member of advertising cooperative in geographic market where the Store is located and pay fee approved by a majority of the members

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Renewal Fee [1]	50% of the then current Initial Franchise Fee	Upon signing renewal franchise agreement	
Transfer Fee [1]	50% of the then current Initial Franchise Fee	When the transfer application is submitted	Payable if there is a transfer of control of the franchisee or ownership of the franchise, the franchised business or substantially all of the assets of the franchised business.
Transfer assistance fee [1]	10% of the selling price for the Store	When ownership of the Store is transferred	Payable if you ask us to help find a buyer for your Store, and you sell your Store to a buyer we introduce to you.
Set-Up Fee [1]	$30,000 - $35,000 for a Plant Store; $15,000 - $20,000 for a Drop Store ; $10,000 for each ATM unit	When construction of the Store or installation of the ATM starts	
Training program charge [1]	None for the first 2 persons; then current training charge for each additional person; the current training charge for an additional person to attend the training program is $2,500	Upon billing	
Additional Training Fee [1]	$500 per day	Upon billing at the completion of the additional training	If you or the individual who attends the training program desire additional training at the completion of the Training Program, or if we determine that you or your designee need additional training, we may extend the training program.
Additional on-site training expenses	Our then current per diem charge plus trainer's travel and living expenses. Current per diem rate is $500	Upon billing	Rate per trainer, plus expenses. Must reimburse each trainer's expenses, including travel, lodging and meals

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Reinspection Reimbursement	Costs and expenses incurred by us to re-inspect your shop	Upon billing	If your shop receives a failing inspection, you must reimburse us for the costs and expenses we incur to reinspect your shop to confirm that you have corrected the deficiencies
Audit Reimbursement [1]	Costs and expenses of audit incurred by us in performing the audit or examination	Upon billing	If an audit is required due to your failure to provide required reports, supporting documentation or other required information, or if an audit or examination of your records discloses that you under reported Gross Revenues by 2% or more, you must reimburse us for all costs and expenses we incur performing the audit or examination
Late Charge [1]	The greater of 5% of overdue amount (but not less than $50) or interest at 18% per annum (but not in excess maximum permitted by law)	Upon billing	Payable if any fee is received more than 5 days after the due date
Prohibited product or service fine	$250 per day of use of unauthorized products or services	Upon billing	Fine is in addition to other remedies available to us
Unauthorized uniform fine	$250 per day for each day one or more employee is not wearing the required uniform	Upon billing	Fine is in addition to other remedies available to us
Pick-up and Delivery Service fine	$250 per day for using a van which is not properly branded or for offering pick-up/delivery service in the pick-up/delivery service area of another OXXO Store	Upon billing	Fine is in addition to other remedies available to us
Indemnification [1]	Costs and expenses incurred by us	Upon billing	You must reimburse us for all expenses which we incur because of your operation of the licensed business

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Management fee	Up to 7% of Gross Revenues, but not less than $5,000 per month	Upon billing when we manage your Store	Payable if it we temporarily operate your Store for you because of death or disability or any other reason
Supplier evaluation [1]	Costs of testing and evaluation of a supplier requested by you	Upon billing	If you request approval of a source of supply, you must reimburse us for the costs incurred by us to test and evaluate the supplier. Also payable if we remove items from your Store for testing and the items do not meet our specifications
Termination fee	An amount equal to the average monthly royalties and advertising fees payable during the twelve months prior to the termination date multiplied by the number of months between the termination date and the expiration date of the term	Upon billing	Payable if the franchise agreement is terminated prior to the expiration date
Convention Fee [1]	(i) $300 for the first attendee; (ii) $200 for each additional attendee (subject to increase if the cost to put on the convention/meeting increases	Thirty days prior to the start of the convention/ meeting	You or the Store Manager must attend an annual and/or regional convention/meeting each calendar year. If neither you nor your Store Manager attend the convention/ meeting, you must pay a Convention Fee in the amount of $500.
Mystery Shopper [1]	$55 per visit. Minimum of one visit per year	Upon billing	Surprise evaluation visits. Frequency of visits is at our discretion.

1 Uniform, non-refundable fees imposed by and payable to us.

Multi-Unit Development Agreement

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Initial Franchise Fee 1	50% of the then current Initial Franchise Fee (currently $18,000 based on the current Initial Franchisee being $36,000) for each franchise opened pursuant to the Development Schedule	Upon signing the Franchise Agreement	Franchise fee must be paid for each franchise opened
Transfer Fee 1	50% of the then current Initial Franchise Fee	Before consummation of transfer	Payable if there is a transfer of control of the developer or ownership of the development rights
Indemnification 1	Costs and expenses incurred by us	Upon billing	You must reimburse us for all expenses which we incur because of your negligence, breach of the agreement or because of the conduct of your business

1 Uniform, non-refundable fees imposed by and payable to us

Warehouse Plant

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty 1	Same rate as being charged new Plant Store/Drop Store franchises on the date permission to provide retail service is granted	Payable on the 5st day of each month	If given permission to service retail customers, must pay a royalty based retail Gross Revenues

1 Uniform, non-refundable fees imposed by and payable to us

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Plant Store

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	$36,000[1]	Lump Sum	Upon signing franchise agreement	Us
Set-Up Fee	$30,000 - $35,000 [1]	Lump Sum	Start of construction	Us
Travel and living expenses while training	$500 - $7,500	As incurred	During training	Airlines, hotels, car rental companies, taxi cabs and restaurants
Prepaid rent, security deposit	$10,000 - $30,000 [2]	As incurred	As incurred	Landlord
Leasehold improvements	$90,000 - $145,000 [3]	As incurred	As incurred	Contractors
Equipment	$230,000 - $300,000 [4]	Vendor terms	Vendor Terms	Cleaners Equipment, Corp, Vendors
Permits	$1,000 - $5,000	As incurred	As incurred	Government
Promotional supplies	$2,000 [5]	Lump sum	When purchased	Us
Signs	$4,000 - $7,500	Vendor Terms	Vendor terms	Vendor
Architect	$10,500 - $15,000	As incurred	As incurred	Architect
Green Earth Fee	$2,500	As Incurred	Before opening	Green Earth Cleaning
Opening inventory	$5,000 - $7,500	As incurred	Before opening	Vendors

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Grand Opening advertising	$10,000	Lump sum	When sign a lease for Store premises	Us
Insurance	$4,000 - $7,000 [6]	As incurred	As incurred	Insurance companies
Miscellaneous opening costs	$15,000 - $22,000	As incurred	As incurred	Vendors, employees
Additional funds - 3 months	$25,000 - $35,000 [7]	As incurred	As incurred	Employees, suppliers, utilities
TOTAL[8]	$475,500 - $667,000 [9]			

Notes

1. The Initial Franchise Fee and Set-Up Fee are not refundable. We do not finance the Initial Franchise Fee or the Set-Up Fee.

2. Typically Plant Stores will be located in leased space in high traffic commercial areas, usually strip shopping centers. The premises will generally range in size from 1,500 - 1,700 square feet with frontage of at least 23 feet. The rent, deposit and other real estate charges will vary greatly depending upon such factors as size, condition, construction allowance from landlord for improvements, location, interest rates and the conditions of the local real estate market. You should investigate the rental costs in the area where you wish to establish a Store. Landlords may charge rent based on a percentage of gross sales in addition to a base or minimum rent. In addition to base and percentage rent, the lease may require you to pay common area maintenance charges ("CAM Charges"), a pro rata share of the real estate taxes and insurance, and other charges. The actual amount you pay under the lease will vary depending on the size of the Store, your ability to negotiate with the landlord and the prevailing rental rates in the geographic region. If you choose to purchase real property on which to build your Store, your initial investment will be higher than the estimate in the chart. If you purchase real property, we cannot estimate how this purchase will affect your total initial investment.

3. Size and prior use of the premises and landlord contribution determine the required leasehold improvements and affect the cost.

4. The price of the equipment is affected by fluctuations in the value of the U.S. dollar versus the Euro because the equipment is imported from Europe. The estimated cost of equipment is based on an exchange rate of $1.15 per Euro. The estimated equipment cost does not include sales tax which you may have to pay. The sales tax amount will vary by state based upon the sales tax law of the state where your Store is located.

5. Supplies such as wall paper, inside sign package, brochures, buttons, pouches, customer discount cards, posters, window decals and graphics, name tag and business cards

6. Insurance costs vary by location, type of facility and lease requirements. The estimated amount is what must be paid before the opening of your Plant Store and does not include amounts payable after the Plant Store opens.

7. You will need capital to support ongoing expenses to the extent they are not covered by sales revenues. Additional funds is an estimate of the money needed for pre-opening expenses, including utility deposits, licenses and permits, employee compensation, and working capital for 3 months after opening. The estimate of additional funds does not include an owner's salary or draw. Our estimate of additional funds is not an assurance that more funds will not be needed. We relied on the business experience of our principal officers to compile the estimate of additional funds.

8. We do not offer direct or indirect financing for any portion of the initial investment. Payments to us are not refundable.

9. The total represents an estimate of the cost to open a Plant Store. These estimates are based upon our experience and the experience of our predecessor operating and franchising Stores, the business experience of our principal officers and information derived from industry sources. You should review these figures carefully with a business advisor before making any decision to purchase a franchise. We do not offer financing. The availability and terms of financing will depend upon your credit worthiness, collateral which you may have, and the lending policies of financial institutions. The estimate does not include any finance charges, interest or debt service obligation or the personal expenses you may incur before opening the Store. We cannot estimate what funds you will need for these items since circumstances vary greatly. If this is your first Plant Store, you will also incur the cost to open a Drop Store or three ATM Units.

YOUR ESTIMATED INITIAL INVESTMENT

Drop Store

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	$36,000 [1]	Lump Sum	Upon signing franchise agreement	Us
Set-Up Fee	$15,000 - $20,000 [1]	Lump Sum	Start of construction	Us
Travel and living expenses while training	$500 - $5,000	As incurred	During training	Airlines, hotels, car rental companies, taxi cabs and restaurants

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Prepaid rent and security deposit	$5,000 - $20,000 2	As incurred	As incurred	Landlord
Leasehold improvements	$25,000 - $85,000 3	As incurred	As incurred	Contractors
Equipment	$50,000 - $140,000 4	Vendor terms	Vendor Terms	Cleaners Equipment, Corp, Vendors
Permits	$1,000 - $5,000	As incurred	As incurred	Government
Promotional supplies	$2,000 5	Lump sum	When purchased	Us
Signs	$2,000 - $7,500	Vendor Terms	Vendor terms	Vendor
Architect	$2,500 - $9,000	As incurred	As incurred	Architect
Opening inventory	$1,000 - $3,000	As incurred	Before opening	Vendors
Grand Opening advertising	$10,000	Lump sum	When sign a lease for Store premises	Us
Insurance	$3,000 - $5,000 6	As incurred	As incurred	Insurance companies
Miscellaneous opening costs	$4,000 - $16,000	As incurred	As incurred	Vendors, employees
Additional funds - 3 months	$12,500 - $25,000 7	As incurred	As incurred	Employees, suppliers, utilities
TOTAL 8	$169,500 - $388,500 9			

Notes

1 The Initial Franchise Fee and Set-Up Fee are not refundable. We do not finance the Initial Franchise Fee or the Set-Up Fee.

2. Typically Drop Stores will be located in leased space in high traffic commercial areas, usually strip shopping centers. The premises will generally range in size from 600 - 1,000 square feet with frontage of at least 15 feet. The rent, deposit and other real estate charges will vary greatly

depending upon such factors as size, condition, construction allowance from landlord for improvements, location and the conditions of the local real estate market.

3. Size and prior use of the premises and landlord contribution determine the required leasehold improvements and affect the cost.

4. The price of the equipment is affected by fluctuations in the value of the U.S. dollar versus the Euro because the equipment is imported from Europe. The estimated cost of equipment is based on an exchange rate of $1.15 per Euro. The estimated equipment cost does not include sales tax which you may have to pay. The sales tax amount will vary by state based upon the sales tax law of the state where your Store is located.

5. Supplies such as wall paper, inside sign package, brochures, buttons, pouches, customer discount cards, posters, window decals and graphics, name tag and business cards.

6. Insurance costs vary by location, type of facility and lease requirements. The estimated amount is what must be paid before the opening of your Drop Store and does not include amounts payable after the Drop Store opens.

7. You will need capital to support ongoing expenses to the extent they are not covered by sales revenues. Additional funds is an estimate of the money needed for pre-opening expenses, including utility deposits, licenses and permits, employee compensation, and working capital for 3 months after opening. The estimate of additional funds does not include an owner's salary or draw. Our estimate of additional funds is not an assurance that more funds will not be needed. We relied on the business experience of our principal officers to compile the estimate of additional funds

8. We do not offer direct or indirect financing for any portion of the initial investment. Payments to us are not refundable.

9. The total represents an estimate of the cost to open a Drop Store. These estimates are based upon our experience and the experience of our predecessor operating and franchising Stores, the business experience of our principal officers and information derived from industry sources. You should review these figures carefully with a business advisor before making any decision to purchase a franchise. We do not offer financing. The availability and terms of financing will depend upon your credit worthiness, collateral which you may have and the lending policies of financial institutions. The estimate does not include any finance charges, interest or debt service obligation or the personal expenses you may incur before opening the Drop Store. We cannot estimate what funds you will need for these items since circumstances vary greatly.

YOUR ESTIMATED INITIAL INVESTMENT

ATM Unit

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	$12,000 [1]	Lump Sum	Upon signing franchise agreement	Us
Set-Up Fee	$10,000 [1]	Lump Sum	Start of installation	Us
Travel and living expenses while training	$500 - $3,500	As incurred	During training	Airlines, hotels, car rental companies, taxi cabs and restaurants
Prepaid rent and security deposit	$5,000 - $12,500 [2]	As incurred	As incurred	Landlord
Leasehold improvements	$20,000 - $30,000 [3]	As incurred	As incurred	Contractors
Equipment	$45,000 - $55,000 [4]	Vendor terms	Vendor Terms	Cleaners Equipment, Corp, Vendors
Permits	$1,000 - $5,000	As incurred	As incurred	Government
Promotional supplies	$2,000 [5]	Lump sum	When purchased	Us
Signs	$1,500 - $2,500	Vendor Terms	Vendor terms	Vendor
Architect	$1,000 - $1,500	As incurred	As incurred	Architect
Opening inventory	$1,000 - $1,500	As incurred	Before opening	Vendors
Grand Opening advertising	$10,000	Lump sum	When sign a lease for Store premises	Us
Insurance	$3,000 - $4,000 [6]	As incurred	As incurred	Insurance companies
Miscellaneous opening costs	$2,000 - $3,000	As incurred	As incurred	Vendors, employees
Additional funds - 3 months	$5,000 - $10,000 [7]	As incurred	As incurred	Employees, suppliers, utilities

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
TOTAL 8	$119,000 - $162,500 9			

Notes

1 The Initial Franchise Fee is prorated based on a $36,000 fee for 3 ATM Units. The Initial Franchise Fee and Set-Up Fee are not refundable. We do not finance the Initial Franchise Fee or the Set-Up Fee.

2. Typically ATM Units will be located in approximately 200 square feet of leased space in high traffic commercial areas. The rent, deposit and other real estate charges will vary greatly depending upon such factors as location and the conditions of the local real estate market.

3. Prior use of the premises and landlord contribution determine the required leasehold improvements and affect the cost.

4. The price of the equipment is affected by fluctuations in the value of the U.S. dollar versus the Euro because the equipment is imported from Europe. The estimated cost of equipment is based on an exchange rate of $1.15 per Euro. The estimated equipment cost does not include sales tax which you may have to pay. The sales tax amount will vary by state based upon the sales tax law of the state where your Store is located.

5. Supplies such as wall paper, inside sign package, brochures, buttons, pouches, customer discount cards, posters, window decals and graphics, name tag and business cards.

6. Insurance costs vary by location, type of facility and lease requirements. The estimated amount is what must be paid before the opening of your ATM Unit and does not include amounts payable after the ATM Unit opens.

7. You will need capital to support ongoing expenses to the extent they are not covered by sales revenues. Additional funds is an estimate of the money needed for pre-opening expenses, including utility deposits, licenses and permits, employee compensation, and working capital for 3 months after opening. The estimate of additional funds does not include an owner's salary or draw. Our estimate of additional funds is not an assurance that more funds will not be needed. We relied on the business experience of our principal officers to compile the estimate of additional funds

8. We do not offer direct or indirect financing for any portion of the initial investment. Payments to us are not refundable.

9. The total represents an estimate of the cost to open an ATM Unit. These estimates are based upon the business experience of our principal officers and information derived from industry sources. You should review these figures carefully with a business advisor before making any decision to purchase a franchise. We do not offer financing. The availability and terms of financing will depend upon your credit worthiness, collateral which you may have, and the lending policies

of financial institutions. The estimate does not include any finance charges, interest or debt service obligation or the personal expenses you may incur before opening the ATM Unit. We cannot estimate what funds you will need for these items since circumstances vary greatly.

YOUR ESTIMATED INITIAL INVESTMENT

Multi-Unit Development Agreement

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Multi-Unit Development Fee	\$90,000 - \$180,000 [1]	Lump Sum	Upon signing Multi-Unit Development Agreement	Us
Initial Franchise Fee	\$18,000 (the current initial franchise fee, which is currently \$36,000, less \$18,000 credit) [1]	Lump Sum	Upon signing each franchise agreement	Us
Set-Up Fee	\$30,000 - \$35,000 [1]	Lump Sum	Start of construction	Us
Travel and living expenses while training	\$500 - \$7,500	As incurred	During training	Airlines, hotels, car rental companies, taxi cabs and restaurants
Prepaid rent and security deposit	\$10,000 - \$30,000 [2]	As incurred	As incurred	Landlord
Leasehold improvements	\$90,000 - \$145,000 [3]	As incurred	As incurred	Contractors
Equipment	\$230,000 - \$300,000 [4]	Vendor terms	Vendor Terms	Cleaners Equipment, Corp, Vendors
Permits	\$1,000 - \$5,000	As incurred	As incurred	Government
Promotional supplies	\$2,000 [5]	Lump sum	When purchased	Us

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Signs	$4,000 - $7,500	Vendor Terms	Vendor terms	Vendor
Architect	$10,500 - $15,000	As incurred	As incurred	Architect
Green Earth Fee	$2,500	As incurred	Before Store opening	Green Earth Cleaning
Opening inventory	$5,000 - $7,500	As incurred	Before opening	Vendors
Grand Opening advertising	$10,000	Lump sum	When sign a lease for the Store premises	Us
Insurance	$4,000 - $7,000 [6]	As incurred	As incurred	Insurance companies
Miscellaneous opening costs	$15,000 - $22,000	As incurred	As incurred	Vendors, employees
Additional funds - 3 months	$25,000 - $35,000 [7]	As incurred	As incurred	Employees, suppliers, utilities
TOTAL [8]	$547,500 - $829,000 [9]			

Notes

1. The Multi-Unit Development Fee, Initial Franchise Fee and Set-Up Fee are not refundable. We do not finance the Multi-Unit Development Fee, Initial Franchise Fee or Set-Up Fee. The Multi-Unit Fee equal $18,000 times the number of franchised Store you commit to open which will range between 5 and 10 franchise Stores.

2. The rent, deposit and other real estate charges will vary greatly depending upon such factors as size, condition, construction allowance from landlord for improvements, location, interest rates and the conditions of the local real estate market. You should investigate the rental costs in the area where you wish to establish a Store. Landlords may charge rent based on a percentage of gross sales in addition to a base or minimum rent. In addition to base and percentage rent, the lease may require you to pay common area maintenance charges ("CAM Charges"), a pro rata share of the real estate taxes and insurance, and other charges. The actual amount you pay under the lease will vary depending on the size of the Store, your ability to negotiate with the landlord and the prevailing rental rates in the geographic region. If you choose to purchase real property on which to build your Store, your initial investment will be higher than the estimate in the chart. If you purchase real property, we cannot estimate how this purchase will affect your total initial investment.

3. Size and prior use of the premises and landlord contribution determine the required leasehold improvements and affect the cost.

4. The price of the equipment is affected by fluctuations in the value of the U.S. dollar versus the Euro because the equipment is imported from Europe. The estimated cost of equipment is based on an exchange rate of $1.15 per Euro. The estimated equipment cost does not include sales tax which you may have to pay. The sales tax amount will vary by state based upon the sales tax law of the state where your Store is located.

5. Supplies such as wall paper, inside sign package, brochures, buttons, pouches, customer discount cards, posters, window decals and graphics, name tag and business cards.

6. Insurance costs vary by location, type of facility and lease requirements.

7. You will need capital to support ongoing expenses to the extent they are not covered by sales revenues. Additional funds is an estimate of the money needed for pre-opening expenses, including utility deposits, licenses and permits, employee compensation, and working capital for 3 months after opening. The estimate of additional funds does not include an owner's salary or draw. Our estimate of additional funds is not an assurance that more funds will not be needed. We relied on the business experience of our principal officers to compile the estimate of additional funds.

8. We do not offer direct or indirect financing for any portion of the initial investment. Payments to us are not refundable. In addition to the expenses described in this table, a Multi-Unit Developer will incur the costs described in the tables for a Plant Store, Drop Store and ATM Unit for the second and each subsequent Store opened by the Multi-Unit Developer.

9. These estimates are based upon our experience and the experience of our predecessor operating and franchising Stores, the business experience of our principal officers and information derived from industry sources. You should review these figures carefully with a business advisor before making any decision to purchase a franchise. We do not offer financing. The availability and terms of financing will depend upon your credit worthiness, collateral which you may have, and the lending policies of financial institutions. The estimate does not include any finance charges, interest or debt service obligation or the personal expenses you may incur before opening the Store. We cannot estimate what funds you will need for these items since circumstances vary greatly.

YOUR ESTIMATED INITIAL INVESTMENT

Warehouse Plant License

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Set-Up Fee	$30,000 - $35,000 [1]	Lump Sum	Start of construction	Us

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Travel and living expenses while training	$500 - $7,500	As incurred	During training	Airlines, hotels, car rental companies, taxi cabs and restaurants
Prepaid rent and security deposit	$6,000 - $8,000	As incurred	As incurred	Landlord
Leasehold improvements	$90,000 - $100,000 2	As incurred	As incurred	Contractors
Equipment	$300,000 3	Vendor terms	Vendor Terms	Cleaners Equipment, Corp, Vendors
Permits	$1,000 - $4,000	As incurred	As incurred	Government
Signs	$2,000 - $3,000	Vendor Terms	Vendor terms	Vendor
Architect	$6,500 - $10,500	As incurred	As incurred	Architect
Green Earth Fee	$2,500	As incurred	Before opening	Green Earth Cleaning
Opening inventory	$5,000 - $7,500	As incurred	Before opening	Vendors
Insurance	$4,000 - $7,000	As incurred	As incurred	Insurance companies
Miscellaneous opening costs	$16,000 - $85,000	As incurred	As incurred	Vendors, employees
Additional funds - 3 months	$15,000 - $25,000 4	As incurred	As incurred	Employees, suppliers, utilities
TOTAL 5	$478,500 - $595,000 6			

Notes

1. The Set Up Fee is not refundable. We do not finance the Set Up Fee.

2. Typically Warehouse Plants will be located in leased space in low rent commercial areas. The premises will generally range in size from 2,500 - 3,500 square feet. The rent, deposit and other real estate charges will vary greatly depending upon such factors as size, condition,

construction allowance from landlord for improvements, location, interest rates and the conditions of the local real estate market. You should investigate the rental costs in the area where you wish to establish a Store. Landlords may charge rent based on a percentage of gross sales in addition to a base or minimum rent. In addition to base and percentage rent, the lease may require you to pay common area maintenance charges ("CAM Charges"), a pro rata share of the real estate taxes and insurance, and other charges. The actual amount you pay under the lease will vary depending on the size of the Store, your ability to negotiate with the landlord and the prevailing rental rates in the geographic region. If you choose to purchase real property on which to build your Store, your initial investment will be higher than the estimate in the chart. If you purchase real property, we cannot estimate how this purchase will affect your total initial investment.

3. The price of the equipment is affected by fluctuations in the value of the U.S. dollar versus the Euro because the equipment is imported from Europe. The estimated cost of equipment is based on an exchange rate of $1.15 per Euro. The estimated equipment cost does not include sales tax which you may have to pay. The sales tax amount will vary by state based upon the sales tax law of the state where your Store is located.

4. You will need capital to support ongoing expenses to the extent they are not covered by sales revenues. Additional funds is an estimate of the money needed for pre-opening expenses, including utility deposits, licenses and permits, employee compensation, and working capital for 3 months after opening. The estimate of additional funds does not include an owner's salary or draw. Our estimate of additional funds is not an assurance that more funds will not be needed. We relied on the business experience of our principal officers to compile the estimate of additional funds. We relied on the business experience of our principal officers to compile the estimate of additional funds.

5. We do not offer direct or indirect financing for any portion of the initial investment. Payments to us are not refundable.

6. These estimates are based upon our experience and the experience of our predecessor operating and franchising Stores, the business experience of our principal officers and information derived from industry sources. You should review these figures carefully with a business advisor before making any decision to purchase a franchise. We do not offer financing. The availability and terms of financing will depend upon your credit worthiness, collateral which you may have and the lending policies of financial institutions. The estimate does not include any finance charges, interest or debt service obligation or the personal expenses you may incur before opening the Store. We cannot estimate what funds you will need for these items since circumstances vary greatly.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must comply with all standards, specifications and procedures specified by us. Specifications are provided for equipment, fixtures, monitoring cameras, signs, supplies, chemicals, garment bags, hangers, construction and store layout, promotional materials and operational procedures and methods. You must purchase the customized drycleaning and laundry equipment from us or an approved suppler. A complete list of proposed equipment purchases must be submitted to us for approval. You should not enter into a binding agreement with an equipment vendor until we have approved your proposed equipment. All equipment must be installed in the manner recommended by the equipment manufacturer and vendor. Purchases of required equipment and fixtures represent approximately 31% - 70% of your total cost to open the Store. All specifications are contained in the Operations Manual. Modified specifications are communicated to you by changes to the Operations Manual. The Operations Manual and other written communications from us advise you of the names of the designated or approved suppliers setting forth approved brands, models, suppliers or distributors.

We may designate a supplier of an environmentally friendly drycleaning process and chemicals. If we designate a supplier of an environmentally friendly drycleaning process and chemicals for the OXXO System, you must enter into the supplier's standard agreement and comply with the supplier's rules which may require the payment of a license fee to the supplier to use its process and marks and may necessitate purchasing different or additional equipment.

The proprietary drycleaning equipment and debit card pick-up system must be purchased from Cleaners Equipment, Corp. The equipment purchased from Cleaners Equipment, Corp has a one-year warranty on parts and 90 days on labor. If the equipment breaks during the warranty period, you would contact Cleaners Equipment, Corp. Defective parts will be replaced at no cost, but you must pay for the labor to install a part after 90 days. The warranty does not cover repairs needed because of your negligence or a casualty. The pre-paid debit card available from Cleaners Debit Card (CDC), LLC must be accepted as payment for drycleaning, laundry and related services at the Store. You will receive a limited license to use the Batista software to operate the clothing conveyor system in the Store. The license to use the Batista software ends upon termination or expiration of the franchise and may be suspended if you are in default under the Franchise Agreement. Cleaners Equipment, Corp and Cleaners Debit Card (CDC), LLC are our affiliates and are the only approved suppliers for the proprietary drycleaning equipment and debit card pick-up system and pre-paid debit cards. A subsidiary of IC, Oxxo Lockers LLC, is approved to sell to Franchisees an unmanned locker system which can be located within another business such as an apartment, office building, hotel or supermarket, for the pick up and delivery of drycleaning and laundry. Franchisees operating a Plant Store and/or a Warehouse Plant may install locker systems in locations approved by IC. There are no other approved suppliers in which any of our officers owns an interest.

You must purchase promotional and advertising items, such as wallpaper, interior signs, posters, window decals and graphics, banners, name tags and business forms from us or an approved source. It is estimated that purchases of required promotional and advertising items will be less than 1% of the cost to open the Store. We are currently the only approved supplier of promotional and advertising items.

In the year ended December 31, 2019, we had revenues from sales to franchisees of $79,596 or 7.4% of our total revenues of $1,075,182.

If you wish to purchase goods from a supplier not currently approved, you or the supplier must submit a written request to us. We may approve a single distributor or supplier for any product or equipment, and may limit the number of approved suppliers to obtain lower prices and/or better service or advertising support. We will consider additional suppliers based upon perceived needs and growth requirements of the OXXO System. The supplier must submit written documentation to us setting forth the specifications of its products, availability, delivered price and any other information reasonably requested by us. You or the supplier must reimburse us for the reasonable costs incurred by us to inspect, test and evaluate the supplier's products. We will try to notify you of our approval or disapproval of the supplier within 30 days of the date of its receipt of all of the required documentation. We use the following criteria in determining whether to approve a supplier: (i) quality and dependability of product, (ii) availability of service, (iii) System need for an additional supplier, and (iv) price. We may revoke the approval of a supplier at any time for any of the following reasons, as determined by us in our discretion: poor service, inability to maintain sufficient quantity and/or quality of products, inability to meet or maintain acceptable pricing, or inability to meet acceptable delivery schedule.

Purchases of items according to our specifications will represent approximately 85% of your overall purchases in operating the Store.

You must use the Point of Sale software specified by us. The currently approved Point of Sale software is Westgate Software, Inc.'s Spot 2000. A license fee must be paid to the developer of the software for the right to use the software, and an annual fee (currently $3,840 for a Plant Store, $2,700 for a Drop Store, and $2,700 for an ATM Unit) must be paid for a maintenance service agreement. Your Point of Sale computer system and monitoring cameras must be on-line with our computer by means of a high speed internet connection, and we shall be able to access your Point of Sale computer system and monitoring camera at any time.

Also, you must use the OXXO Mobile App which was developed for the OXXO System by Westgate Software, Inc. A monthly license and administration fee must be paid to Westgate Software, Inc.. Currently, the monthly license and administration fee is $119.

Except for purchases of items which you purchase from Cleaners Equipment, Corp, Cleaners Debit Card (CDC), LLC and us, neither us nor related persons will derive revenue or other material consideration because of purchases by you. The prices charged by us and our affiliates will include a mark-up intended to make a profit for us and our affiliates on those sales. There are currently no purchasing or distribution cooperatives. We can and may in the future negotiate purchase arrangements with suppliers for the benefit of licensees, and/or derive revenue or other material consideration from required purchases by licensees.

Before you open your Store, you must obtain the insurance described in Section 8 of the Franchise Agreement, including comprehensive and commercial general liability insurance with minimum limits of $1,000,000 per occurrence, all risk property insurance for the full replacement value of the equipment and fixtures used in the operation of the Store, bailee insurance, and such additional coverage and/or higher policy limits as may be required by good business practices. We must be named as an additional insured on your liability insurance.

We do not provide material benefits to you based on your use of designated or approved suppliers or of any particular items, although in considering whether to renew or grant additional franchises, we will consider your compliance with our requirements.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Franchise Agreement

Obligation	Section in Franchise Agreement (FA), Multi-Unit Development Agreement (MUDA)	Disclosure Document Item
a. Site selection and acquisition/lease	FA: 2, 3 & 6 MUDA: 4 & 5	7 & 11
b. Pre-opening purchases/leases	FA: 6 & 7 MUDA: 4 & 5	7 & 8
c. Site development and other pre-opening requirements	FA: 3 & 6 MUDA: 4 & 5	7 & 11
d. Initial and ongoing training	FA: 6 & 7 MUDA: Not applicable	11
e. Opening	FA: 3 & 5 MUDA: 5	11
f. Fees	FA: 5 MUDA: 6	5 & 6
g. Compliance with standards and policies/Operations Manual	FA: 7 MUDA: 7	11
h. Trademarks and proprietary information	FA: 1, 2, 7, 10 & 13 MUDA: 7 & 8	13 & 14
i. Restrictions on products/services offered	FA: 7 MUDA: Not applicable	8 & 16
j. Warranty and customer service requirements	FA: 7 MUDA: Not applicable	FA & MUDA: Not applicable
k. Territorial development and sales quotas	FA: NA MUDA: 5	12

Obligation	Section in Franchise Agreement (FA), Multi-Unit Development Agreement (MUDA)	Disclosure Document Item
l. Ongoing product/service purchases	FA: 7 MUDA: Not applicable	FA: 1, 8 & 16 MUDA: 8 & 16
m. Maintenance, appearance and remodeling requirements	FA: 7 MUDA: Not applicable	11
n. Insurance	FA: 8 MUDA: Not applicable	7 & 8
o. Advertising	FA: 5 and 7 MUDA: Not applicable	6 & 11
p. Indemnification	FA: 8 MUDA: 15	6
q. Owner's participation/ management/staffing	FA: 7 MUDA: Not applicable	11 and 15
r. Records/reports	FA: 7 & 9 MUDA: Not applicable	Not applicable
s. Inspections/audits	FA: 7 & 9 MUDA: Not applicable	11
t. Transfer	FA: 11 MUDA: 11 & 14	17
u. Renewal	FA: 4 MUDA: 3	17
v. Post-termination obligations	FA: 10 &13 MUDA: 15	17
w. Non-competition covenants	FA: 10 MUDA: Not applicable	17

Obligation	Section in Franchise Agreement (FA), Multi-Unit Development Agreement (MUDA)	Disclosure Document Item
x. Dispute resolution	FA: 17 MUDA: 15	17

ITEM 10

FINANCING

We do not offer direct or indirect financing.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Franchise Agreement

Pre-Opening Obligations

Before you open your Store, we or an Area Developer, if there is one for the area where your Store is located, will:

1. Consult and advise on the suitability of a site selected by you for the Store. (Franchise Agreement - Section 6.1) You select the site of your Store. You must submit to us all information we request concerning a proposed location, including population density, demographics, proximity to other OXXO Care Cleaners businesses, traffic count, traffic flow and entrance to and exit from the site. We assist you in the site selection by reviewing this information with you to assess whether the site meets the site criteria for a Store. Factors considered in evaluating a site include size, demographics, traffic patterns, parking, population, character of neighborhood and competition. We will approve or disapprove a proposed location within 30 days after receipt of your request and the information required to determine if the location satisfies the site criteria. Our consent to a site for your Store is not a guarantee or any assurance that your business will be profitable or successful. You make the final decision as to the site of your Store after consultation with us. We estimate that franchisees will open their Stores 7 to 12 months after they sign a franchise agreement. The factors that affect this time are the ability to obtain a lease, financing, building permits, weather conditions, and delayed installations of equipment, fixtures and signs. If we cannot agree on a site for your Store within 365 from the date of the Franchise Agreement, we can terminate the franchise agreement , and the franchise fee will be kept by us.

2. Provide recommended preliminary design and layout plans and specifications which must be adapted by you, at your expense, for your Store. (Franchise Agreement - Section 6.2)

3. Provide an initial training program for up to 2 people. The current charge for an additional attendee is $2,500. (Franchise Agreement - Section 6.3) You will receive, on loan, a copy of the Operations Manual during the training program which must be returned to us upon the termination of your franchise (Franchise Agreement - Section 6.4).

Obligations After Opening

During the operation of the franchise business, we or an Area Developer, if there is one for the area where your Store is located, will:

OPERATING MANUAL

Loan you 1 copy of the Operations Manual containing mandatory and suggested specifications, standards, operating procedures and rules for the term of the Franchise Agreement. You must operate the Store in accordance with the standards and procedures specified in the Operations Manual. The Operations Manual is confidential and proprietary to us and you must return it to us on termination of your franchise. We may modify the Operations Manual periodically. It is your responsibility to keep your copy of the Operations Manual up to date, and communicate changes to your employees in a timely manner. You must restrict access to the Operations Manual to employees of the Store and then only to the extent necessary for the operation of the Store. The contents of the Operations Manual may not be copied, duplicated, recorded or in any manner reproduced. The Operations Manual may be provided to you in a printed and/or digital form. (Franchise Agreement - Section 6.4) As of the close of our last fiscal year, the Operations Manual contained 426 pages. A copy of the Table of Contents of the Operations Manual is attached as Exhibit E. The Operations Manual contains five sections - OXX Care Cleaners Overview (65 pages), The Naure of Clothing (91 pages), Equipment Operations (216 pages), Auxiliary Components (30 pages) and The OXXO Care Cleaning Process (14 pages).

Any guidance that we provide concerning employment policies and practices whether in the Operations Manual, or otherwise, are solely for informational purposes. These materials and guidance are not part of the System standards. You will determine to what extent, if any, these materials and guidance are applicable to your employees and the Store operation. We neither prescribe nor have control over your employees or labor or employment matters, and we do not have any responsibility for the safety of your employees and customers. You have sole responsibility for your employment practices, including all decision regarding the hiring, firing, compensation and discipline of your employees.

TRAINING PROGRAM

DAY	SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
1	Speaker and participant introduction. OXXO concept. Operation schema and tour of location. Required equipment. Franchisor services. Franchisee responsibilities. Pre-opening checklist. Manager responsibilities. Developing Personnel Policies. Employee handbook. Uniform and dress code.	8	0	Hollywood, Florida
2	Textile industry. Classification of fabrics, Textile Fibers classification and characteristic. Distinguishing fabrics and fibers. Introduction to stain removal. Identifying stains. Spotting products. Spotting procedures.	8	0	Hollywood, Florida
3	Customers service procedures. New customer Speech, Garments classification. Ticketing Customer service. Employee attitude. Handling Customers' complaints. Overview of Spot 2000 Software. Configuration. Using all functions of the Spot 2000 software. Spot 2000 as a marketing Tool. Register procedures. Daily operational procedures. Reporting.	8	0	Hollywood, Florida
4	Dryclean theory. Dryclean process. Solvent overview. Use of Dryclean Machinery. Equipment troubleshooting. Waste disposal. Maintenance Procedures. Laundering. Wet clean products.	8	0	Hollywood, Florida
5	Shirt mannequin and Collar and cuff press. Iron Table. Ironing procedures. Assembly and bagging machine procedures. Storage conveyor and 2/7 door procedures.	8	0	Hollywood, Florida
6	Preventive maintenance. On the job training.	4	4	Hollywood, Florida

7	On the job training.	0	8	Hollywood, Florida
8	Advertising strategies. Grand opening. On the job training.	4	4	Hollywood, Florida
9	On the job training.	0	8	Hollywood, Florida
10	On the job training. Practical final and graduation.	4	4	Hollywood, Florida

NOTES

The individual who will supervise the Store must successfully complete the training program before opening the Store. If you or the individual who attended the training program desire additional training at the completion of the training program, or if we determine that the attendee needs additional training, we may extend the training program for an additional charge. Training is conducted under the supervision of Celedonio Fernandez who was previously employed as a training manager for a drycleaning franchisor in Venezuela and an instructor for a textile institute in Venezuela for 10 years. Andres Romero is an instructor in the training program. Prior to assuming the position of Technician, Mr. Romero was the manager of an OXXO Care Cleaners business in Boca Raton, Florida for 2 years and completed 6-months training in our company store in Hollywood, Florida. The persons conducting the training are corporate executives and trainers. The training program consists of 52 hours of classroom training and 28 hours of on-the-job training. The training program is held as needed in Hollywood, Florida. We try to schedule a training program as close to the opening of the Store as practical. The instructional materials used in the training program include the Operations Manual, videos and slides. We do not charge for the first 2 persons attending the training. Training for additional attendees will be provided on a space available and cost reimbursement basis. You must pay the travel and living expenses, compensation, workers' compensation and other expenses incurred by you and your manager when attending the training program.

We may offer additional optional training programs for which there may be a charge.

ADVERTISING

Stores owned by us will pay advertising fees on the same basis as franchisees. You must pay monthly advertising fees in an amount equal to the greater of $200 or 1% of gross sales. Currently, all franchisees must pay advertising fees at the same rate; however, it is possible that in the future franchisees may be required to contribute at different rates. All reasonable costs incurred by us for the production and placement of advertising and promotional materials and the establishment and maintenance of an Internet web site may be paid out of the advertising fees paid by you. The advertising fee will be used to promote the public's awareness of the System and increase patronage of OXXO Care Cleaners businesses. None of the monies collected for advertising fees are used to solicit sales of franchisees. We may use the advertising fee to retain an outside consultant to set-up and operate an Internet web site and an advertising agency to create and place advertising locally, regionally and nationally, including direct mail, print, radio, television and other media. The costs of maintaining, administering, directing and preparing advertising and/or promotional and public relations and market research activities shall be paid by the advertising fee. The monies received by us from the advertising fee will not be separately audited, but will be audited as part of the annual audit of our financial statements. An annual accounting of the receipts and expenditures of the advertising fee will be available to any franchisee upon request. We are not obligated to make expenditures from the advertising fee for you which are equivalent or proportionate to your payments, or to ensure that you benefit directly, or proportionate to your payments, from expenditures from the advertising fee. We have no obligation to expend any sum on advertising in the market where your Store is located. We anticipate that advertising fees collected will be spent during the year within which the payments were made. If any advertising fees are not spent in the fiscal year in which they are paid, they will be spent in the following year. During the year ending December 31, 2019, 20% of advertising fees were spent on the production of advertisements and other promotional materials, 15% for media placement, 55% for the development and operation of the OXXO app and social media, 5% for general and administrative expenses, and 5% for other expenses. (Franchise Agreement - Section 5.4)

You must spend at least $10,000 to conduct a grand opening advertising and marketing campaign promoting the opening of your Store. Your grand opening advertising campaign must be conducted during the 90 day period beginning 30 days before and ending 60 days after the opening of your Store. You must submit to us, for our approval, the proposed grand opening advertising campaign before you conduct the campaign. You must pay us $10,000 when you sign a lease for your Store premises which we will use to pay invoice for the grand opening campaign up to $10,000. Any expenditure in excess of $10,000 must be paid for by you. If you don't spend at least $10,000 for the grand opening campaign, the deficiency will be transferred to the advertising fund. (Franchise Agreement - Section 5.5)

You may develop advertising materials for your own use at your expense which meets or exceeds the minimum standards specified in the Operations Manual. Advertising and marketing materials which were not prepared by us must be submitted to us for approval before they can be used. You must modify or cease using any advertising materials upon our request. (Franchise Agreement - Section 7.12).

You must spend at least 1% of Gross Revenues each calendar quarter for advertising and promotion of your Store. If you fail to spend at least 1% of Gross Revenues on local store advertising and promotion for 2 consecutive quarters, the deficiency must be paid to the advertising fund. Within 15 days following the end of each calendar quarter, you must send us an accounting for the advertising and marketing expenditures during the preceding quarter in the form specified by us. (Franchise Agreement - Section 7.12)

If there is an advertising cooperative in the geographic market in which your Store is located, you must become a member and pay the fee approved by a majority of the Stores in the market, but not more than 3% of Gross Revenues. (Franchise Agreement - Section 7.12)

You must participate in all advertising programs, marketing promotions and cooperative advertising programs specified by us, including offering all services required for the program, honoring coupons, gift cards/certificates, observing maximum selling prices and displaying all signage and promotional materials for the program. You must display all advertising and promotional materials furnished by us, including promoting the sale of franchises, in your Store in the manner specified by us. (Franchise Agreement - Section 7.12)

COMPUTER REQUIREMENTS

You must purchase and maintain a computerized point of sale system and monitoring camera system which meets our specifications. The point of sale system must be capable of operating the software which we provide to operate our pre-payment debit card 24-hour pick-up system and accept the prepaid debit card available from one of our affiliates and the software we specify to allow us to receive sales information. (Sections 7.15 and 7.16 of the Franchise Agreement) The computerized point of sale system is used to input all customer entries including customer name, ID, address, telephone number and e-mail address, date items are dropped off, description of services, invoice and date of pick-up. The system generates business operation reports such as daily cash flow, total garments received/cleaned per day, per week and per month and statistical information about customers. The computerized point of sale system must be on-line with, and transmit data to us through a data reporting system ("host") offered by a vendor approved by us, by means of a high speed internet connection paid for by you. The host collects data from your point of sale system and transmits it to us in the format we require. You must sign any authorization forms required by the host vendor giving them permission to transmit to us any data we may request. (Section 7.11 of the Franchise Agreement) Your cost for the host will include an annual fee which is currently $720 for a Plant Store, $480 for a Drop Store, and $240 for an ATM Unit. Your point of sale system must have secure PCI compliant internet access and must integrate the processing of credit and debit cards. We may retrieve data and information from your point of sale computer system at all times. There are no contractual limitations on our right to access information. The estimated cost to purchase the computerized point of sale system is $6,000 - $11,000. You must maintain the point of sale equipment in good repair. Technological advances and software changes may render the computerized point of sale system obsolete, inefficient, or unable to comply with our requirements. You must replace or upgrade the point of sale computer system when we determine that your computerized point of sale system can no longer efficiently allow you to operate your business and provide desired data. Your point of sale system and other equipment and software must be periodically upgraded to maintain PCI compliance and support OXXO programs. (Sections 7.3 and 7.11 of the Franchise Agreement) There are no limitations on the cost and frequency in your obligation to upgrade your point of sale computer system. We cannot estimate the cost of maintenance, upgrades or support contracts because it will depend on your repair history, local costs of computer maintenance services in the area of your franchise business.

You must use the SPOT 2000 drycleaning management software developed by Westgate Software Inc. whose address is Westgate Plaza, 12345 South 300 East, Draper, Utah 84020 and whose telephone number is (801) 495-1200. The program is Microsoft XP, Vista, Windows 7 and Windows 8 compatible. We and our predecessor have used the software since 2003. You must purchase an annual maintenance service agreement from the software developer which includes updates and upgrades to the SPOT 2000 program. (Section 7.16 of the Franchise Agreement) The current cost of the annual maintenance service agreement is $3,840 for a Plant Store, $2,700 for a Drop Store, and $2,700 for an ATM Unit. Also, you must use the OXXO mobile app developed for us by Westgate Software, Inc. You must pay a monthly license and administration fee to Westgate Software, Inc. for the use of the OXXO mobile app (currently $119).

Compatible equivalent components or programs that perform similar functions exist but have not been approved by us at this time.

You may not use any of our trademarks as part of an internet domain name or web site or e-mail address; however, we will, upon request, provide a link on our web site to a page with information about your Store.

ITEM 12

TERRITORY

Franchise Agreement

Franchises are granted for a specific location. You will not receive an exclusive territoryunder the franchise agreement. You may face competition from other franchisees, from businesses that we or affiliates own, or from other channels of distribution or competitive brands that we or affiliates control. You may operate your Store only at the location specified in the Franchise Agreement, and you may not relocate the franchised business without first getting our written consent. We have no obligation to consider a request by you to relocate your business. Factors which will influence our decision on a relocation request include conflicts with rights granted to other franchisees, the viability of the existing location, demographics of the proposed location and your compliance with the Franchise Agreement. You do not have any area, market or territorial rights. The franchise agreement does not grant you a protected area, market or territorial rights. We and our affiliates may operate or grant licenses to others to operate a drycleaning business in the vicinity of your business which may compete with your business. You may provide pick-up and delivery services. We may adopt and modify in our discretion guidelines and rules regulating pick-up and delivery services, including the geographic area in which you may offer pick-up and delivery service (the "Delivery Service Area"). The boundaries of the Delivery Service Area may be changed by us which could result in a reduction in the size of your Delivery Service Area. We may negotiate agreements with hospitals, auto dealerships and other institutional or corporate facilities ("Corporate Accounts"). The right to provide pick-up and delivery service to Corporate Accounts will be offered to the closest Store, and if that Store does not want the business or is unable to fulfill the obligations in the agreement, we may offer the business to another Store. You must discontinue pick-up and delivery service to any customer located within the designated delivery area of another Store and turn over to the owner of the Store the customer's account. You will not receive any compensation for the accounts turned over to another Store. We and our affiliates may operate or license others to operate similar or different businesses under any trade name at locations which may compete with your business. If you purchase 3 ATM Unit franchises, the 3 ATM Units must be located within an area having a population of 15,000 with the first ATM Unit location being the center of the area.

Multi-Unit Development Agreement

During the term of your Multi-Unit Development Agreement and provided you are not in default of the Multi-Unit Development Agreement and each Franchise Agreement, we will not establish a company owned drycleaning business using the OXXO marks, or grant a franchise to anyone other than you to open a drycleaning business utilizing the OXXO marks within your development area. Development areas will typically be for an area which is not smaller than a county. If you are in default under the Multi-Unit Development Agreement, we have the right to terminate the exclusivity of your development area and can establish company owned and franchised Stores within your development area. The development area does not give marketing or customer exclusivity. Stores located outside the development area may market and provide services to customers who live or work in the development area; however, any pick-up and delivery service must comply with our guidelines and rules regulating pick-up and delivery services. We may operate and license others to operate an OXXO Care Cleaner business at any location outside your development area, which Store may compete with your Stores, and may acquire drycleaning businesses or companies which own or franchise drycleaning businesses within the development area, but will not convert the stores within your development area to OXXO Care Cleaners businesses during the initial term of your development agreement without your consent. The protected area is not dependent upon you attaining minimum sales, but is dependent upon you complying with the development schedule. To maintain your rights under the Multi-Unit Development Agreement you must have open and in operation the cumulative number of Stores stated in the development schedule by the dates stated in the development schedule. If you fail to comply with the development schedule, you will lose the territorial exclusivity.

Upon the expiration or termination of the Multi-Unit Development Agreement, we and our affiliates will have the right to operate and to grant franchises to other to develop and operate Stores within the development area. During the term of the Multi-Unit Development Agreement, the development area may not be altered unless we and you mutually agree. You are not granted any option, right of first refusal or similar right to acquire additional Stores in the development area after the expiration or termination of the Multi-Unit Development Agreement.

ITEM 13

TRADEMARKS

We are the exclusive licensee of the proprietary mark OXXO Care Cleaners in the United States. We grant you the right to operate a drycleaning business under the name OXXO Care Cleaners. You may also use our other current or future trademarks in the operation of your business. By trademark, we mean trade names, trademarks, service marks and logos used to identify your business. Our trademarks may be used only in the operation of the franchised business and in the manner specified by us. The following mark has been registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

MARK	REGISTRATION NUMBER	REGISTRATION DATE
OXXO CARE CLEANERS	3,390,999	March 4, 2008; renewed June 10, 2017
CARE CLEANERS	2,871,615	August 10, 2004; renewed April 8, 2014
KIND TO YOUR CLOTHES FRIENDLY TO THE ENVIRONMENT	3,683,767	September 15, 2009; renewed September 28, 2018
CARE CARD	3,022,888	December 6, 2005; renewed May 27, 2016
HEALTHY GREEN CLEANING YOU'LL FEEL GOOD ABOUT!	4,658,854	December 23, 2014

The owner of these marks is our affiliate Mark USA LLC. We grant OXXO franchises under the authority of the trademark owner.

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, and there are no pending infringement, opposition or cancellation proceedings nor any pending material litigation involving the our trademarks. All required affidavits to preserve these marks have been filed.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the trademark OXXO Care Cleaners in any manner material to the franchise.

You must notify us immediately when you learn about an infringement of, or challenge to, your use of our trademarks. We may take the action (including taking no action) we think appropriate. While we are not obligated by the Franchise Agreement to defend you against any infringement, unfair competition or other claim for your use of our trademarks, we will pay the costs of the defense, except those you incur through the use of counsel of your own choosing.

We control and may settle any administrative proceedings or legal actions or proceedings. You may not contest our right, title or interest in the OXXO trademarks or the validity of the OXXO trademarks.

We do not know of any infringing uses that could materially affect your use of OXXO trademark.

We may add to, delete from, modify, change, revise or substitute different names and marks for use in identifying Stores. You must comply, at your own expense, with each addition, deletion, modification, change, revision or substitution. If we require you to discontinue using a trademark, our liability to you shall be limited to reimbursing you for the unamortized cost or book value or any signs and printed materials which must be discarded.

You must follow our rules when you use these marks. You may not use our marks in any advertising, including as part of an internet domain name or web site or e-mail address, without our written approval. You cannot use any of our trademarks as part of an entity name or any other name or with any prefix, suffix or other modifying words, terms, designs or symbols and must comply with our instructions for filing and maintaining trade name or fictitious name registrations. You must sign any documents we require to protect the Marks or to maintain their continued validity and enforceability. You cannot use our trademarks with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or registered copyright that are material to the license. However, you do receive the right to use our marketing, promotional, merchandising, operational and training systems and procedures, which are proprietary to us. You also receive the right to use the proprietary information described in the Operations Manual. The Operations Manual is described in Item 11. Although we have not filed an application for a copyright registration for the Operations Manual, it claims a copyright and the information in the Operations Manual is proprietary. Item 11 describes limitations on the use of the Operations Manual by you and your employees.

All information provided by us to you is our sole and exclusive property and constitutes valuable trade secrets of IC. You must: (i) maintain this information in strictest confidence and (ii) not use this information in any other business or in any manner not specifically authorized by us.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We do not require that you personally supervise the franchised business. The franchise business must be under the direct, on-premises supervision of someone who has successfully completed our training program. We highly recommend that you be personally involved in the operation of the franchise business because the performance and results of the business can be greatly enhanced by an owner's presence. Although we do not require that you be personally involved in the day to day operation of the Store, we do expect you to operate the Store throughout the term of the franchise agreement with due diligence and efficiency to achieve the maximum revenues and customer satisfaction. You must implement reasonable procedures to prevent any unauthorized use or disclosure of our confidential information by your employees.

If the franchisee is a partnership, corporation or limited liability company, each partner, shareholder or member must agree to be bound by the confidentiality and non-competition provisions of the franchise agreement, and must designate one person who will have the power to settle all disputes among the owners and bind the entity in its dealings with us. There are no limitations as to the person to whom an entity franchisee can designate to settle disputes and bind the franchisee. The on-premises supervisor does not have to own an equity interest in the franchisee. You must inform us of the identity of the on-premises supervisor, and will have the supervisor sign a confidentiality agreement agreeing not to use our confidential or proprietary information for any reason other than the operation of the Store.

If the franchisee is an entity, we require the individual owners to guarantee performance of the obligations of the franchisee.

ITEM 16

RESTRICTION ON WHAT THE FRANCHISEE MAY SELL

Stores must be open for business Monday through Friday at least from 7:00 a.m. to 7:00 p.m. and from at least 8:00 a.m. to 6:00 p.m. on either Saturdays or Sundays, except for legal holidays or if prevented by acts of God or other circumstances over which you have no control, unless otherwise approved by us. The Store may offer and sell only those services that we have approved. You must operate the Store in strict conformity with the methods, procedures, standards and specifications set forth in the Operations Manual or otherwise directed by us in writing. There are no limits on our right to change the specifications, standards and operating procedures except that no addition or modification will materially adversely affect your obligations under the franchise agreement.

We do not impose any restrictions as to the customers to whom you may provide services at your Store; however, we may impose restrictions as to the area in which you may offer pick-up and delivery service. (See Item 12)

ITEM 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

Franchise Agreement

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	Section 4.1	Term is 10 years
b. Renewal or extension of term	Section 4.2	Franchise can be renewed for an additional 10-year term, if your are not in default and comply with the other conditions specified in the franchise agreement
c. Requirements for franchisee to renew or extend	Sections 4.2.1, 4.2.2, 4.2.3, 4.2.4 & 4.2.5	Must give notice, sign new agreement which may be materially different from your original agreement, pay renewal fee, sign release and renovate Store
d. Termination by franchisee	Not applicable	
e. Termination by us without cause	Not applicable	
f. Termination by us with cause	Sections 7.5, 12.1, 12.2 & 12.3	We can terminate only if you default
g. "Cause" defined - curable defaults	Section 12.3	You have 30 days to cure non-payment to us, failure to maintain the standards specified by us, failure to complete training program, violation of law and other defaults which are not described as being defaults which you do not have the right to cure

PROVISION		SECTION IN FRANCHISE AGREEMENT	SUMMARY
h.	"Cause" defined - non- curable defaults	Sections 7.5, 12.1 & 12.2	Non-curable defaults: failure or inability of Drop Store franchisee to have Drycleaning done in a Plant Store or Warehouse Plant, bankruptcy, abandonment of relationship, conviction of crime punishable by imprisonment for more than 1 year, unapproved change in ownership, misuse of confidential information, breach of non-competition covenants, repeated defaults even if cured, and other defaults listed in Sections 12.1 & 12.2
i.	Franchisee's obligations on termination/ non-renewal	Sections 13.1, 13.2, 13.3, 13.4, 13.5 & 13.7	Stop use of trademarks, de-identification of Store, payment of amounts owed, return Operations Manual, pay liquidated damages (also see r, below)
j.	Assignment of contract by us	Section 11.5	No restrictions on our right to assign
k.	"Transfer" by franchisee - defined	Section 11.1	Restrictions apply to transfer, sale or assignment of Franchise Agreement, interest in franchisee or assets of the Store; pledging, mortgaging or encumbering franchise
l.	Our approval of transfer by franchisee	Section 11.1	Our consent required before any transfer
m.	Conditions for our approval of transfer	Section 11.2	Transferee approved by us; all monetary obligations paid in full, you are not in default, release signed by transferor, completion of training by transferee, transferee signs then current standard franchise agreement and transfer fee paid (also see r, below)
n.	Our right of first refusal to acquire franchisee's business	Section 11.4	You may not sell without giving us right of first refusal to match bona fide third party offer
o.	Our option to purchase franchisee's business	Section 13.6	We have option for 30 days following termination or expiration to purchase the assets of the Store at fair market value upon termination for any reason

PROVISION		SECTION IN FRANCHISE AGREEMENT	SUMMARY
p.	Death or disability of franchisee	Section 11.3	Rights must be assigned to an approved person within 6 months (if heirs or beneficiaries cannot be approved, the personal representative shall be allowed a reasonable additional time to dispose of the interest) or termination provisions apply
q.	Non-competition covenants during the term of the license	Section 10.1	No involvement in a drycleaning business
r.	Non-competition covenants after the franchise is terminated or expires	Section 10.2	No involvement in a drycleaning business for 2 years within 25 miles of the Store
s.	Modification of the agreement	Section 17.1	Modifications only by mutual agreement except we can unilaterally modify the Operations Manual. Revisions to the Operations Manual will not unreasonably affect your obligations, including economic requirements, under the Franchise Agreement
t.	Integration/ merger clause	Section 17.1	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside the disclosure document and franchise agreement may not be enforceable. Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Section 17.4	Either party may request non-binding mediation of a dispute in Broward County, Florida.
v.	Choice of forum	Section 17.4 & 17.5	You may sue us only in the United States District Court for the Southern District of Florida or the courts of the Seventeenth Judicial Circuit of the State of Florida. We can sue you in the United States District Court for the Southern District of Florida, the courts of the Seventeenth Judicial Circuit of the State of Florida or a state or federal court whose jurisdiction includes the location of the Store

PROVISION		SECTION IN FRANCHISE AGREEMENT	SUMMARY
w.	Choice of law	Section 17.3	Florida law applies, subject to applicable state law

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 MULTI-UNIT DEVELOPMENT AGREEMENT RELATIONSHIP

Multi-Unit Development Agreement

PROVISION		SECTION IN MULTI-UNIT DEVELOPMENT AGREEMENT	SUMMARY
a.	Length of Multi-Unit Development Agreement term	Section 3.1	Term is based on the development schedule
b.	Renewal or extension of term	Section 3.2	Agreement can be renewed if you are not in default under the Multi-Unit Development Agreement and each Franchise Agreements and comply with the other conditions specified in the multi-unit development agreement
c.	Requirements for franchisee to renew or extend	Sections 3.2 and 3.3	You have complied with the terms of the multi-unit development agreement and all franchise agreements throughout the term, give at least 180 days written notice; sign new agreement, and pay renewal fee
d.	Termination by franchisee	Not applicable	
e.	Termination by us without cause	Not applicable	
f.	Termination by us with cause	Section 9	We can terminate if you default. The termination of a Franchise Agreement because of your default is a default under the MultiUnit Development Agreement. Termination of the Multi-Unit Development Agreement does not terminate any existing Franchise Agreements.

PROVISION	SECTION IN MULTI-UNIT DEVELOPMENT AGREEMENT	SUMMARY
g. "Cause" defined - curable defaults	Sections 9.1 - 9.11	Final judgment against you, breach of any provision of the agreement not listed in Sections 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.8, 9.9, and 9.10
h. "Cause" defined - non-curable defaults	Sections 9.1 - 9.11	Material misrepresentation, violation of law, bankruptcy, failure to satisfy development schedule, unauthorized assignment, conviction of felony or other crime that may adversely affect the goodwill associated with the OXXO marks, repeated defaults even if cured, and termination of franchise agreement
i. Franchisee's obligations on termination/non-renewal	Section 10	No involvement in a business which is the same as or similar to an OXXO drycleaning business for 2 years in the development area or within 25 miles of an OXXO drycleaning business
j. Assignment of contract by us	Section 11.1	No restrictions on our right to assign
k. "Transfer" by franchisee -defined	Section 11.2 and 14	Restrictions apply to assignment of the agreement or sale of development rights, transfer of ownership interest if you are an entity.
l. Our approval of transfer by franchisee	Section 11.2	Our consent required before any transfer
m. Conditions for our approval of transfer	Section 11.3	Transferee approved by us; all monetary obligations paid in full, you are not in default, release signed by transferor, completion of training by transferee, transferee signs then current standard development agreement, no default under an franchise agreement with you or your affiliates and transfer fee paid (also see r, below)
n. Our right of first refusal to acquire franchisee's business	Section 12	You may not sell without giving us right of first refusal to match bona fide third party offer

PROVISION	SECTION IN MULTI-UNIT DEVELOPMENT AGREEMENT	SUMMARY
o. Our option to purchase franchisee's business	Not Applicable	
p. Death or disability of franchisee (area developer)	Section 11.5	Rights must be assigned to an approved person within 6 months (if heirs or beneficiaries cannot be approved, the personal representative may request an additional 3 month period to dispose of the interest) or termination provisions apply
q. Non-competition covenants during the term of the franchise	Section 7.3	No involvement in a business which derives a material portion of its revenue from the licensing of a drycleaning business
r. Non-competition covenants after the franchise is terminated or expires	Section 7.4	No involvement in a business which derives a material portion of its revenue from the licensing of a drycleaning business for 2 years in the development area or within 25 miles of the development area
s. Modification of the agreement	Section 16	Modifications only by agreement signed by the party whose rights or obligations are being changed
t. Integration/merger clause	Section 16	Only the terms of the multi-unit development agreement are binding (subject to state law). Any representations or promises outside the disclosure document and multi-unit development agreement may not be enforceable. Notwithstanding the foregoing, nothing in the Multi-Unit Development Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 15.5	Either party may request non-binding mediation of a dispute in Broward County, Florida.
v. Choice of forum	Section 15.5 and 15.6	You may sue us only in the United States District Court for the Southern District of Florida or the courts of the Seventeenth Judicial Circuit of the State of Florida.

PROVISION	SECTION IN MULTI-UNIT DEVELOPMENT AGREEMENT	SUMMARY
w. Choice of law	Section 15.4	Florida law applies, subject to any applicable state law.

A provision in the franchise agreement which terminates the franchise upon the bankruptcy of the franchisee may not be enforceable under Title 11, United States Code Section 101.

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote the OXXO franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchising 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 the possible performance at a particular location or under particular circumstances.

The following tables have been compiled from reports furnished to us by franchisees whose business had been operating for at least 12 months as of December 31, 2019. The franchised businesses have been divided into two groups - plant stores operating without a drop store and plant stores operating with at least one drop store. Annual Revenue is the total revenues from the franchise business excluding sales tax and amounts returned to customers. In Table 1 Annual Revenue means the average actual revenue of plant stores operating without a drop store during 2019, and in Table 2 Annual Revenue means the average actual revenue of plant stores operated with one or more drop stores by the same franchisee during 2019. Net Income (EBITA) represents the average operating income (revenues of the franchised businesses less operating expenses excluding interest, income taxes, depreciation and amortization). The information has not been audited.

As of December 31, 2019, there were 9 franchised plant stores operating without a drop store which had been open at least 12 months, 7 franchised plant stores operating with one or more drop store owned by the same franchisee which had been open at least 12 months. Table 1 was compiled based on the reported results of all 9 franchised plant stores open at least 12 months operating without a drop store. Table 2 was compiled based on the results of all 7 franchised plant stores with one or more drop stores operated by the same franchisee which were open at least 12 months.

Table 1

Average Annual Revenue	Cost of Sales	Gross Profit	Royalties & Advertising	Rent	Payroll	Other Expenses **	EBITA
$353,585	$17,679	$335,906	$22,550	$82,517	$75,737	$73,511	$81,591

** Other expenses include utilities, insurance, repairs and maintenance, licenses, office supplies, janitorial service, automotive expenses, credit card processor fees, bank fees, subscriptions, professional fees, solid waste and security service.

Of the 9 franchised plant stores operating without a drop store, whose results were used to compile Table 1, 2 or 22% had Annual Revenue of at least $353,585 and 2 or 22% had EBITA of at least $81.591.

Average Annual Revenue - Plant Stores operating without a Drop Store

High	Median	Low
$809,016	$320,318	$142,204

In addition, the following are some key factors for plant store operating without a drop store.

Key Factors	Average	Median	Low	High	#/% of Covered Outlets Exceeding Average
Avg. Net Sale per Visit	$34.70	$31.84	$23.61	$56.76	1 / 33%
Avg. Price per Garment	$6.04	$5.82	$3.43	$8.48	3 / 33%
Avg. Garments per Visit	5.8	6.0	4.2	6.9	5 / 56%
Avg. Monthly Customer Visits	786	838	211	1.759	5 / 56%
Avg. Monthly Discount Rate	1.36%	1.17%	0.11%	4.20%	4 / 44%

Table 2

Average Annual Revenue	Cost of Sales	Gross Profit	Royalties & Advertising	Rent	Payroll	Other Expenses **	EBITA
$903,463	$45,173	$858,290	$64,345	$156,658	$202,628	$562,882	$295.408

** Other expenses include utilities, insurance, repairs and maintenance, licenses, office supplies, janitorial service, automotive expenses, credit card processor fees, bank fees, subscriptions, professional fees, solid waste and security service.

Of the 7 franchised plant stores operating with one or more drop stores owned by the same franchisee, whose results were used to compile Table 2, 2 or 29% had Annual Revenue of at least $903,463 and 2 or 29% had EBITA of at least $295,408.

Average Annual Revenue - Plant Store operating with one or more Drop Stores

High	Median	Low
$1,517,640	$749,996	$501,849

In addition, the following are some key factors for plant store operating with one or more drop stores.

Key Factors	Average	Median	Low	High	#/% of Covered Outlets Exceeding Average
Avg. Net Sale per Visit	$46.05	$46.31	$36.92	$58.42	4 / 57%
Avg. Price per Garment	$7.54	$7.91	$5.96	$9.46	4 / 57%
Avg. Garments per Visit	6.2	6.0	4.7	7.8	2 / 29%
Avg. Monthly Customer Visits	1,652	1,288	1,133	3,228	2 / 29%
Avg. Monthly Discount Rate	4.41%	2.24%	1.53%	14.09%	2 / 29%

The information contained in Item 19 contains actual historical performance data of operating franchised businesses. Some outlets have earned these amounts. Your individual results may differ. There is no assurance you will earn as much.

Substantiation of the data used to prepare these tables will be made available to a prospective franchisee upon reasonable request.

Other than the above, 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 Nilma Fernandez, 1874 North Young Circle, Hollywood, Florida 33020, telephone number (954) 927-7410, the Federal Trade Commission, and the appropriate regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Systemwide Outlet Summary
For Years 2017 - 2019

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2017	40	45	+6
	2018	45	51	+6
	2019	51	46	-5
Company Owned	2017	3	4	+1
	2018	4	4	0
	2019	4	5	+1
Total Outlets	2017	43	49	+6
	2018	49	55	+6
	2019	55	51	-4

Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For Years 2017 - 2019

State	Year	Number of Transfers
Connecticut	2017	0
	2018	0
	2019	0
Florida	2017	8
	2018	6
	2019	3
New Jersey	2017	0
	2018	0
	2019	0

New York	2017	0
	2018	0
	2019	0
Texas	2017	0
	2018	0
	2019	0
Total	2017	8
	2018	6
	2019	3

Status of Franchised Outlets
For Years 2017 - 2019

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Recaptured by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
Connecticut	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Florida	2017	37	5	0	0	0	0	42
	2018	42	5	0	0	0	0	47
	2019	47	0	0	3	1	1	42
New York	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Texas	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Recaptured by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
Total	2017	40	5	0	0	0	0	40
	2018	45	6	0	0	0	0	51
	2019	51	6	0	3	1	1	46

Status of Company Owned Stores
For Years 2017 - 2019

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida	2017	1	1	0	0	0	1
	2018	2	0	0	0	0	2
	2019	2	0	1	0	0	3
New Jersey	2017	2	0	0	0	0	2
	2018	2	0	0	0	0	2
	2019	2	0	0	0	0	2
Total	2017	3	1	0	0	0	4
	2018	4	0	0	0	0	4
	2019	4	0	1	0	0	5

Projected Openings (January 1, 2020 - December 31, 2019)

STATE	Franchise Agreements Signed but Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	0	0
Florida	8	10	0

STATE	Franchise Agreements Signed but Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Georgia	0	2	0
New York	0	4	1
Texas	1	8	1
Virginia	0	0	0
TOTALS	9	25	2

Systemwide Warehouse Plant Licensees Summary
For Years 2017 - 2019

Year	Number of Warehouse Plant Licensees at the Start of Year	Number of Warehouse Plant Licensees at the at End of Year	Net Change
2016	0	0	0
2017	0	1	+1
2018	1	1	0

Transfers of Warehouse Plants from Licensees to New Owners (other than the Franchisor)
For Years 2017 - 2019

State	Year	Number of Transfers
Florida	2017	0
	2018	0
	2019	0
Total	2017	0
	2018	0
	2019	0

Status of Warehouse Plant Licensees
For Year 2017 - 2019

State	Year	Warehouse Plant Licensees at Start of Year	Warehouse Plant Licensees that Began Operations	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Warehouse Plant Licensees at End of the Year
Florida	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Total	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1

Exhibit G lists the names of all current franchisees and the addresses and telephone numbers of their outlets as of December 31, 2019.

Exhibit H lists the name, city and state, and the current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our must recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not signed any confidentiality clauses with current or former franchisees.

Exhibit I lists, to the extent known, the names, addresses, telephone numbers, e-mail address and Web address of each trademark-specific franchisee organization associated with the franchise system being offered which we have created, sponsored or endorsed.

Exhibit J lists the independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21

FINANCIAL STATEMENTS

Exhibit H contains our audited financial statements (Balance Sheets as of December 31, 2019 and December 31, 2018 and the related statements of income, shareholders' equity and cash flows for the years ended December 31, 2019, December 31, 2018 and December 31, 2017.

ITEM 22

CONTRACTS

Copies of the following contracts are attached to this disclosure document:

Exhibit C	Franchise Agreement
Exhibit D	Multi-Unit Development Agreement
Exhibit L	Warehouse Plant License
Exhibit M	Conversion Addendum

Item 23

RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear as the last pages to this Disclosure Document. Please return one copy to us and retain the other for your records.

EXHIBIT A

<u>STATE AGENCIES</u>

EXHIBIT A

STATE AGENCIES

California

Department of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500
(800) 275-2677

Connecticut

Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103-1899
(860) 240-8233

Florida

Department of Agriculture and Consumer Services
Division of Consumer Services
P.O. Box 6700
Tallahassee, Florida 32314-6700
(850) 488-2221

Georgia

Secretary of State of Georgia
Corporations Division
315 West Tower
2 Martin Luther King Jr. Drive SE
Atlanta, Georgia 30334-1530
(404) 656-2817

Hawaii

Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance
334 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Office of Attorney General
Franchise Bureau
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Franchise Section
Secretary of State
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

Iowa

Director of Regulated Industries Unit
Iowa Securities Bureau
340 Maple
Des Moines, Iowa 50319-0066
(515) 281-4441

Maryland

Maryland Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Michigan

Michigan Attorney General's Office
Consumer Protection Division, Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
(517) 373-7117

Minnesota

Minnesota Department of Commerce
85 7th Place East - Suite 500
St. Paul, Minnesota 55101-2198
(651) 539-1500

Nebraska

Department of Banking and Finance
1230 O Street, Suite 400
Lincoln, Nebraska 68508
(402) 471-3445

New York

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8285

North Dakota

North Dakota Securities Department
600 East Boulevard, Fifth Floor, Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Oregon

Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4140

Rhode Island

Department of Business Regulation
Securities Division
John O. Pastore Complex - Building 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920-4407
(401) 462-9527

South Dakota

Department of Labor and Regulation
Division of Securities
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-4013

Texas

Statutory Document Section
Secretary of State
P.O. Box 12887
Austin, Texas 78711
(512) 475-1769

Utah

Division of Consumer Protection
Utah Department of Commerce
160 East Three Hundred South
SM Box 146704
Salt Lake City, Utah 84114-6704
(801) 530-6601

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, Virginia 23219-3630
(804) 371-9051

Washington

Department of Financial Institutions
Securities Division
150 Israel Road SW, 3rd Floor
Tumwater, Washington 98501
(360) 902-8700

Wisconsin

Office of the Commissioner of Securities
Division of Securities
Department of Financial Institutions
P. O. Box 1768
201 W. Washington Avenue, Suite 300
Madison, Wisconsin 53701
(608) 261-9555

Federal Trade Commission
Division of Marketing Practices
Bureau of Consumer Protection
Pennsylvania Avenue at 6th Street, NW
Washington, D.C. 20580
(202) 326-3128

EXHIBIT B

AGENTS FOR SERVICE OF PROCESS

EXHIBIT B

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Commissioner of Business Oversight
Department of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500
(866) 275-2677

DELAWARE

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, Delaware 19808
(302) 636-5401

FLORIDA

Salomon Mishaan
1874 North Young Circle
Hollywood, Florida 33020
(954) 927-7410

ILLINOIS

Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

Secretary of State
302 West Washington Street, Room E111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

Commissioner of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN

Attorney General
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
Telephone (517) 373-7117

MINNESOTA

Commissioner of Commerce
85 7th Place East - Suite 500
St. Paul, Minnesota 55101-2198
(651) 539-1500

NEW YORK

Secretary of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231
Telephone (518) 473-2492

VIRGINIA

Clerk, Virginia State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219-3630
(804) 371-9051

WASHINGTON

Director of Financial Institutions
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN

Commissioner of Securities
201 W. Washington Avenue, Suite 300
Madison, Wisconsin 53703
Telephone (608) 261-9555

EXHIBIT C

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

BETWEEN

INTERNATIONAL CLEANERS, CORP., A DELAWARE CORPORATION

AND

____

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FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this __ day of , _________, 201__, between International Cleaners, Corp., a Delaware corporation, ("Franchisor"), and __________________ ____________________________________ ("Franchisee").

INTRODUCTION

Franchisor owns a system (the "System") for the operation of environmentally friendly drycleaning and laundry businesses which include a distinctive exterior and interior store design, color scheme, equipment package, layout, uniform cleaning and laundry methods, unique pre-payment debit card 24-hour pick-up system, procedures for inventory, management and financial control, recommended work flow, customer practices, and policy procedures, operating manual, techniques, sales promotions and specifications prescribed by Franchisor.

Franchisor grants licenses to use the OXXO Care Cleaners service mark and other trademarks, service marks, trade names, logos and other commercial symbols specified by Franchisor (the "Marks") in connection with the System.

Franchisee recognizes the commercial advantages of utilizing the Marks and System and desires to obtain the right to use the Marks and System.

Franchisee understands and acknowledges the importance of operating the business licensed under this Agreement in accordance with Franchisor's high standards and specifications for quality, appearance and service.

In consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. DEFINITIONS. Except where specifically defined otherwise, the capitalized terms used in this Agreement shall have the following meanings.

1.1 Affiliate. The term "Affiliate" shall mean any person, partnership, corporation or other entity that (a) directly or indirectly owns or controls, (b) is directly or indirectly owned or controlled by or (c) is under common control with a person, partnership, corporation or other entity. Control or controls means owning 50% or more of the voting shares of a corporation or membership interest in a limited liability company, being a general partner of a partnership or having the right to elect or designate 50% or more of the members of the board of directors of a corporation or similar governing body of a non-corporate entity.

1.2 Confidential Information. The term "Confidential Information" shall mean all information supplied to Franchisee or to which Franchisee becomes exposed prior to or during the term of this Agreement which is, if in writing, marked by Franchisor as confidential, secret or proprietary or, if not in writing, is described within 10 days of Franchisee's exposure to the information as confidential, secret or proprietary in a written memorandum furnished to Franchisee by Franchisor.

1.3 Controlling Principals. Controlling Principals means any person or group of people or legal entity who, directly or indirectly, have voting control of Franchisee or the authority to bind the Franchisee.

1.4 Drycleaning. The term "Drycleaning" shall mean the providing of drycleaning, laundry, alterations, drapery cleaning and related ancillary services to wholesale or retail customers under any trade name, service marks or system whatsoever.

1.5 OXXO Stores. The term "OXXO Stores" shall mean businesses which offer Drycleaning services using the Marks. There are three types of OXXO Stores: (i) Plant Stores which are locations where the Drycleaning and laundry services are performed on site, (ii) Drop Stores which are locations that do not perform Drycleaning services on site, and ATM Units which are unmanned locations where customers can drop off and pick-up cleaning and laundry.

1.6 Legal Requirements. The term "Legal Requirements" shall mean (a) all laws, ordinances, regulations, rules, administrative orders, decrees and policies of the United States, the state in which the Store is located and any other governmental agency or department and any regional or local government authority wholly or partially within the state in which the Store is located, and (b) judicial and administrative decisions applicable to the development or operation of OXXO Stores or this Agreement.

1.7 Franchisor's Property. The term "Franchisor's Property" shall mean the Marks, System, Operations Manual and the Confidential Information.

1.8 Royalty. The term "Royalty" shall mean the amount payable to Franchisor monthly for the right to use the Marks as prescribed in section 5.3.

1.9 Marks. The term "Marks" shall mean the trademarks, service marks and other commercial symbols set forth on Exhibit 1 and other marks which may be designated by Franchisor in the future, which Marks are either owned by Franchisor or have been licensed to Franchisor with the right to grant a license to Franchisee.

1.10 Gross Revenues. The term "Gross Revenues" shall mean the total revenues received by Franchisee from the business conducted upon or from the Store, whether for cash, check, credit, credit card, exchange (including the value of all goods and services accepted in lieu of cash payment) or otherwise. Gross Revenues will include all amounts received for services performed (i) where the orders originate from the Premises, whether delivery or performance is made from the Premises or from some other place, (ii) as a result of transactions originating at the Premises, and (iii) as a result of solicitations outside the Store conducted by personnel operating from, or reporting to, or under the supervision of, Franchisee or any employees of Franchisee located at the Store. Each charge or sale upon credit will be treated as a sale for the full price on the day when the charge or sale is made, regardless of the time when Franchisee receives payment. There shall be no deduction for uncollected or uncollectible credit accounts, for bad debts or other losses, for employee discounts or cash shortages. Gross Revenues do not include (i) the amount of any sales tax or other similar tax imposed by a taxing authority, separately collected by Franchisee and actually paid to the governmental authority, and (ii) refunds to customers provided the original sale was included in Gross Revenues.

1.11 Warehouse Plant. A Warehouse Plant is a location where Drycleaning and laundry services are performed for OXXO Drop Stores and for OXXO Plant Stores when they are unable to perform all of their Drycleaning and laundry services on premises. Warehouse Plant facilities do not typically have retail customers.

2. GRANT OF LICENSE.

2.1 Grant. In reliance on the representations and warranties of Franchisee and its Controlling Principals, Franchisor grants to Franchisee, and Franchisee accepts, upon and subject to the terms, conditions and limitations of this Agreement, a limited term, non-transferable (except as expressly provided in this Agreement) license to operate a Store using the Marks and System at ______________________ ____ (the "Premises"). The business to be operated at the Premises is sometimes referred to as the "Store." This franchise is for the Premises only and does not grant Franchisee any area, market or territorial rights, nor the right to offer or sell products or services at or from any other location; however, if the Store is an ATM Unit, Franchisee may operate up to 3 ATM Units within an area having a population of 15,000 with the location of the first ATM Unit being the center of the area. The location of each ATM Unit must be approved by Franchisor, and upon approval of the location, an addendum to this Agreement identifying the address for these ATM Unit locations will be signed by Franchisee and Franchisor. Franchisee may not relocate the Store without the prior written consent of Franchisor. If the location of the Premises is not known at the time this Agreement is signed, Franchisee shall lease or acquire a location, subject to Franchisor's consent, in the area described in Exhibit 2, and upon Franchisee securing the location, Franchisee and Franchisor shall execute an addendum (Exhibit 3) setting forth the address of the Premises. The consent to a location by Franchisor does not mean that the location will be profitable. Franchisee agrees that Franchisor's consent to, or disapproval of, a location does not impose any liability on Franchisor. If this license is for Franchisee's first Plant Store, Franchisee agrees to open a Drop Store or ATM not later than the earlier of (i) 12 months after the Plant Store first opens for business or (ii) 6 months after the Plant Store averages 300 garments per day for 2 consecutive months.

2.2 Reservation of Rights. Franchisor and its Affiliates may operate or grant licenses to others to use the Marks at any location that Franchisor deems appropriate and may operate or grant licenses to operate Drycleaning businesses under the same or a different trade name, trademark or service mark at any location. Franchisee agrees not to directly or indirectly contest the ownership of the Marks or the validity of Franchisor's right to use or license others to use the Marks.

2.3 Limited License. Franchisee acknowledges that Franchisee's rights under this Agreement are limited to using the Marks and System in the operation of a Store at the Premises. Franchisee is not authorized to use the Marks or System for any other purpose. This grant of rights shall be strictly construed, and nothing herein shall vest in Franchisee any right, title or interest in and to any aspect of the System and the Marks and goodwill associated with them. Franchisee acknowledges and agrees that all use of the Marks by Franchisee and any goodwill resulting from Franchisee's use of the Marks shall inure to the exclusive benefit of Franchisor. Franchisee may not grant a sublicense of the Marks or the right to use the System.

2.4 Representation. Franchisee and Controlling Principals have represented to Franchisor that they are entering into this Agreement with the intention to comply fully with the obligations to construct, open and operate the Store and not for the purpose of reselling the right to develop the Store.

Franchisee and Controlling Principals acknowledge and understand that Franchisor has granted the license in reliance on the business skill, financial resources, personal character of, and expectations of performance by, Franchisee and the Controlling Principals, and that the rights and obligations of Franchisee under this Agreement may not be transferred prior to the Store opening for business to the public and after opening may only be transferred in accordance with Article 11.

3. SITE SELECTION, PLANS AND CONSTRUCTION

3.1 Franchisee's Responsibility to Locate a Site. Franchisee assumes all cost, liability, expense and responsibility for locating, obtaining and developing a site for the Store, and for constructing and equipping the Store at the site. Franchisee is advised to not make any binding commitment with respect to a site for the Store until the site has been accepted by Franchisor. Franchisee acknowledges that the selection, acquisition development of the location for the Store is Franchisee's responsibility; in discharging this responsibility Franchisee shall consult with real estate and other professionals of Franchisee's choosing; and that Franchisor's approval of a site and the rendering of assistance in the selection and development of a site does not constitute a representation, promise, warranty or guarantee, express or implied, by Franchisor that a Store operated at that site will be profitable.

3.2 Site Selection

3.2.1 Prior to acquiring by lease or purchase a site for the Store, but within 365 days from the date this Agreement is executed, Franchisee must identify a site for the Store that satisfies the site selection guidelines provided to Franchisee by Franchisor and shall submit to Franchisor in the form specified by Franchisor a description of the site, including evidence reasonably satisfactory to Franchisor demonstrating that the site satisfies Franchisor's site selection guidelines, together with such other information and materials as Franchisor may reasonably require, including, but not limited to, a letter of intent or other satisfactory evidence showing Franchisee's favorable prospects for acquiring the site. Franchisor shall attempt to notify Franchisee within 30 days after receipt of the information and materials if the site is conditionally accepted or disapproved as the location for the Store. Franchisee may not open a Store at any location which has not first been consented to in writing by Franchisor. Franchisee acknowledges and agrees that Franchisor's acceptance of a location for the Store is not a warranty or guaranty, express or implied, that Franchisee will achieve any particular level of success at the location or that Franchisee's Store will be profitable. Franchisor's approval of a location for the Store only signifies that the location meets Franchisor's then-current minimum criteria for an OXXO Care Cleaners Store. If Franchisee is unable to locate an acceptable site within the 365-day time frame, Franchisor has the right to terminate this Agreement.

3.2.2 If Franchisee elects to purchase the premises for the Store, Franchisee shall submit a copy of the proposed contract of sale to Franchisor for its written approval prior to execution unless the contract explicitly states that the contract is contingent upon Franchisor approving the location for the development of a Store, and shall furnish to Franchisor a copy of the executed contract of sale within 10 days after execution.

3.2.3 If Franchisee will occupy the premises of the Store under a lease or sublease, Franchisee shall submit a copy of the lease or sublease to Franchisor for written approval prior to its execution unless the lease or sublease explicitly states that the lease or sublease can be terminated by

Franchisee if the location, including the terms of the lease or sublease, is not approved by Franchisor, and shall furnish to Franchisor a copy of the executed lease or sublease within 10 days after execution. We may condition approval of a lease or sublease for the Store premises upon the execution of a Conditional Assignment of Lease, in substantially the form attached as Exhibit 4, by Franchisor, Franchisee and the lessor or sublessor and which is made a part of the lease or sublease. Franchisor shall notify Franchisee within 30 days after receipt of the lease, sublease or real estate contract of sale whether the document is approved. Franchisor shall have a"first right to take possession" of the premises in the event Franchisee vacates the premises, whether voluntarily or involuntarily.

3.2.4 After a location for the Store is accepted by Franchisor and acquired by Franchisee pursuant to this Agreement the Location shall be described in an Addendum to this Agreement.

3.3 Zoning Clearances, Permits and Licenses. Franchisee shall be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Store premises. Prior to beginning the construction of the Store, Franchisee shall (i) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Store, and (ii) certify in writing to Franchisor that the insurance coverage specified in Section 8 is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. Upon written request, Franchisee shall provide to Franchisor copies of Franchisee's insurance policies or certificates of insurance and copies of all such approvals, clearances, permits and certifications.

3.4 Design of Store. Franchisee must obtain any architectural, engineering and design services necessary for the construction of the Store at Franchisee's expense from an architectural design firm approved by Franchisor, which approval shall not be unreasonably withheld. Franchisee shall adapt the layout and architectural and design standards for the Store provided to Franchisee by Franchisor and shall submit such adapted plans to Franchisor for its review. Franchisor will review the plans, and notify Franchisee within 30 days of receiving the plans if they are approved or, if not approved, of the objections. If Franchisor fails to notify Franchisee of an objection to the plans within this time period, Franchisee may use the plans. If Franchisor objects to the plans, Franchisee shall, within 10 days of receiving Franchisor's objections, submit revised plans. Franchisor shall, upon receipt of resubmitted plans, notify Franchisee within 10 days of receiving the resubmitted plans whether the plans are acceptable. If Franchisor fails to notify Franchisee in writing of any objection within the 10-day period, Franchisee may use the resubmitted plans. Franchisee acknowledges that Franchisor's review of the plans relates only to compliance with the System and that acceptance by Franchisor of plans does not constitute a representation, warranty or guarantee by Franchisor that the plans are accurate or free of error concerning their design or structural application or in compliance with applicable government requirements. In applying for a building permit, Franchisee will submit the plans approved by Franchisor, and if a government department or agency requests changes be made to the plans, Franchisee will submit the revised plans to Franchisor for approval prior to submitting them to the government department or agency.

3.5 Build-Out of Store. Franchisee shall commence and diligently pursue construction or remodeling (as applicable) of the Store in accordance with the plans approved by Franchisor. Construction will not begin before the plans have been approved by Franchisor, and Franchisee has obtained all required building permits. Commencement of construction shall be defined as the time at which any site work is initiated by or on behalf of Franchisee at the location accepted for the Store. Site work includes, without limitation, paving of parking areas, installing outdoor lighting and sidewalks, extending utilities, demising of interior walls and demolishing of any existing premises. During the time of construction or remodeling, Franchisee shall provide Franchisor with periodic reports regarding the progress of the construction or remodeling as may be reasonably requested by Franchisor. In addition, Franchisor may make on-site inspections as it may deem reasonably necessary to evaluate the construction. Franchisee shall notify Franchisor of the scheduled date for completion of construction or remodeling at least 30 days prior to the scheduled completion date. Within a reasonable time after the date of completion of construction or remodeling, Franchisor may conduct an inspection of the Store. Franchisee agrees not to open the Store for business without the written authorization of Franchisor, and that authorization to open will be conditioned upon Franchisee's strict compliance with this Agreement. Franchisee will use licensed architects, contractors and expediters to obtain all permits required to build out the Store and to diligently oversee construction in order to avoid delays.

3.6 Opening Date; Time is of the Essence. Franchisee acknowledges that time is of the essence. Subject to Franchisee's compliance with the conditions stated below, Franchisee shall open the Store for business not later than 18 months after the date Franchisee executes this Agreement, unless Franchisor agrees in writing to an extension. The date the Store opens for business to the public is called the "Opening Date". Prior to Opening Date, Franchisee shall complete the construction or remodeling of the Store, including installation of equipment, fixtures, furnishings and signs, pursuant to the plans and specifications approved by Franchisor, and shall comply with all of its other pre-opening obligations to Franchisor's reasonable satisfaction. Franchisee agrees not to open the Store before the construction has passed final inspection by the local building authorities, a certificate of occupancy has been issued, and Franchisor has authorized the Store to open. If Franchisee fails to comply with any obligations, Franchisor shall have the right to prohibit Franchisee from opening business. Franchisee's failure to open the Store and commence business in accordance with the foregoing shall be deemed an event of material default under this Agreement.

4. TERM; RENEWAL.

4.1 Initial Term. The initial term of this license commences on the date that this Agreement is signed and expires 10 years following the date the Store opens for business unless sooner terminated under the terms of this Agreement.

4.2 Renewal. Upon the expiration of the initial term, Franchisee shall have the right to extend the term of the license for an additional 10 years, provided:

4.2.1 Notice. Franchisee gives Franchisor written notice of Franchisee's intention to renew not less than 6 months, nor more than 9 months, prior to the end of the initial term;

4.2.2 No Default. Franchisee is not, at the time notice is given or at the time of renewal, in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor or any Affiliate, and has complied fully with the terms and conditions of this Agreement consistently and throughout its term including but not limited to having operated the Store in accordance with the System;

4.2.3 Executes New Agreement. Franchisee executes Franchisor's then current form of renewal franchise agreement, which agreement shall supersede and replace this Agreement, and pays to Franchisor a renewal fee in the amount equal to 50% of the then current initial franchise fee. The terms and conditions of the renewal franchise agreement may differ materially from the provisions of this Agreement, including a higher monthly royalty and advertising contribution and other fees;

4.2.4 General Release. To the fullest extent permitted by law, Franchisee, and its shareholders if Franchisee is a corporation and its members if Franchisee is a limited liability company and its partners if Franchisee is a partnership, execute a general release of all claims against Franchisor and its Affiliates.

4.2.5 Renovate Store. Prior to the expiration of the initial term, Franchisee improves, alters and remodels the Premises to bring it into conformance with the then current standards for new or remodeled OXXO Stores which standards may be reasonably changed from time to time by Franchisor.

5. FEES.

5.1 Initial Franchise Fee. Upon execution of this Agreement, Franchisee shall pay to Franchisor an Initial Franchise Fee of $36,000. The Initial Franchise Fee is not refundable, except as specifically stated in this Agreement.

5.2 Set-Up Fee. Franchisee shall pay to Franchisor a Set-Up Fee when construction of the Store begins. The Set-Up Fee is $________.

5.3 Royalty. Franchisee shall pay to Franchisor a royalty in the amount equal to the greater of (i) 6% of Gross Revenues or (ii) $750. Royalties shall be paid no later than the 5th day of the following month. If this Agreement is a renewal or extension franchise agreement, the royalty for the term of this Agreement is an amount equal to the greater of (i) the amount specified by Franchisor or 6% of Gross Revenues.

5.4 Advertising Fee. Recognizing the value of marketing, advertising and sales promotion to the goodwill and public image of the System, Franchisee agrees to pay to Franchisor a monthly advertising fee in an amount equal to the greater of 1% of Gross Revenues or $200. The advertising fee shall be paid no later than the 5th day of the following month. The advertising fees collected by Franchisor will be kept in a separate account and will be used for creative and production costs of advertising and promotion materials, public relations, promotional programs, market research, agency fees, internet website, point of sale materials, direct mail materials, and our administrative costs in administering the marketing fund and programs, including accounting expenses and the actual cost of salaries and fringe benefits paid to Franchisor's employees engaged in the administration of the marketing fund. The advertising fee account is not a trust or escrow account, and Franchisor has no fiduciary obligations regarding the fees. Franchisor will determine all matters relating to advertising, public relations and promotional campaigns, and is not required to allocate or spend advertising fees for the benefit of any particular franchisee or group of franchisees on a pro rata or proportional basis. Franchisor may credit or rebate all or a portion of one or more franchisees' advertising fee for use in regional or local advertising, or as a rebate in the form of a promotional, display or other allowance conditioned upon participation in a program specified by Franchisor. It is anticipated that contributions to the advertising fund will be expended in the fiscal year during which the contributions are made. Any funds not spent in the year collected will be spent in a subsequent year. Upon written request, Franchisor will furnish to Franchisee an unaudited statement of the receipts and disbursements of the advertising fees for the last calendar year.

5.5 Grand Opening. In addition to the monthly advertising fee, Franchisee is required to spend not less than $10,000.00 to conduct a grand opening advertising and marketing campaign promoting the opening of the Store. Franchisee shall pay to Franchisor $10,000 at the time Franchisee either signs a lease for the Premises or a purchase agreement for the Premise or, if Franchisee owns or leases the Premises at the time this Agreement is signed, at the time this Agreement is signed. The grand opening advertising campaign shall be conducted during the 90 day period beginning 30 days prior to and ending 60 days following the Store's opening. The grand opening campaign including media, advertising, promotional and public relations materials proposed to be used in the grand opening advertising campaign must be approved in writing by Franchisor. On or before the last day of each of the first four month following the opening of the Store, Franchisee shall submit to Franchisor an accounting, including invoices, for expenses incurred in executing the grand opening campaign, and Franchisor will pay the invoices, up to $10,000. Any expenditure in excess of $10,000 shall be paid for by Franchisee. If Franchisee fails to spend at least $10,000 for the grand opening campaign or to submit valid invoices to Franchisor within 120 days following the opening of the Store, the deficiency will be transferred from the grand opening fund to the advertising fund. The transfer of funds from the grand opening fund to the advertising fund will not affect or reduce Franchisee's monthly advertising fee.

5.6 Additional Training Fee. If Franchisee or the individual who attended the training program desire additional training at the completion of the training program, or if we determine that the attendee needs additional training, we may extend the training program. The additional training will be provided at a cost of $500 per day. The Additional Training Fee is to be paid at the conclusion of the additional training and is not refundable even if we expel an attendee for any reason or if the attendee fails to satisfactorily complete the Training Program after receiving the additional training.

5.7 Late Charges. If any payment is received by Franchisor more than 5 days after the due date, Franchisee shall pay Franchisor, in addition to the overdue amount, the greater of a late payment service charge of 5% of the overdue amount (but under no circumstances less than $50) or interest on such overdue amount from the date it was due until payment is received at 18% per annum, compounded annually (but not in excess of the maximum interest rate permitted by law). Entitlement to service charges or interest shall be in addition to any other remedies Franchisor may have.

5.8 Electronic Payment. All fees and other amounts due and payable to Franchisor pursuant to this Agreement shall be paid on the due date, or if the due date is a banking holiday on the next business day, by Franchisee to Franchisor at the address specified by Franchisor, at Franchisor's option, by check, cashier's check, wire transfer or electronic or ACH funds transfer initiated by Franchisor, whichever Franchisor directs and which may be changed from time to time by Franchisor at its discretion. Franchisee's financial institution through which payment by electronic or ACH funds initiated by Franchisor must be a member of the National Automated Clearing House Association (NACHA). Franchisee agrees to execute and deliver to Franchisee's bank and to Franchisor those documents necessary to authorize electronic or ACH withdrawals. Franchisee agrees not to terminate the authorization as long as this Agreement is in effect or close the bank account without prior notice to Franchisor and the establishment of a substitute bank account permitting withdrawals by Franchisor.

5.9 Offset against Debit Card Revenue. If any payment is not received when due, Franchisee authorizes Franchisor to deduct from debit card revenue or Franchisee's bank account or to charge to any credit card on file with Franchisor all sums owed by Franchisee to Franchisor.

5.10 No Refunds. Except as specifically provided in this Agreement, all payments under this Agreement are non-refundable.

5.11 Sales Tax. Franchisee shall pay to Franchisor any sales tax, gross receipts tax or similar tax imposed on Franchisor with respect to any payments to Franchisor under this Agreement.

5.12 No Withholding. Franchisee agrees not to withhold the royalty or advertising fee under any circumstances.

6. OBLIGATIONS OF FRANCHISOR

6.1 Site Selection. Franchisor shall consult with and counsel Franchisee in identifying potential sites that meet Franchisor's general standards, size, layout and other physical characteristics and negotiating a lease for the Premises. Nothing in this section shall be construed to require Franchisor to perform services for which a real estate broker's license would be required under the law of the state where the Store is located. Franchisor shall not be responsible if a Landlord refuses to execute a lease for a site on terms and conditions recommended by Franchisor and satisfactory to Franchisee. Franchisee is responsible for identifying and assessing the viability of a site for the Store. Franchisee shall make the final decision as to the site for the Store. Franchisee agrees that if a representative of Franchisor says anything which suggests that a particular site is suitable or will be profitable, Franchisee realizes that such statement is nothing more than an opinion of the person making the statement, and not of Franchisor, and is not a guaranty of the sales or profits that a Store at that site will achieve.

6.2 Store Improvements. Franchisor shall, in conjunction with the lease negotiations, determine requirements as to construction, utilities, engineering, and permits for tenant improvements at the Premises. Franchisor shall advise Franchisee on drycleaning and/or laundry equipment, delivery system equipment and the other miscellaneous equipment and fixtures which must be purchased and installed by Franchisee in order to operate the Store in accordance with the Operations Manual, and shall provide a recommended preliminary design and layout for the equipment and fixtures to be installed in the Store. Franchisor shall assist Franchisee in arranging for the construction of Franchisee's leasehold improvements at the Premises and shall monitor the construction through periodic inspections. Franchisee is responsible for selecting and hiring an architect to prepare plans and specifications for the construction of the Store and agrees to employ an expediter to obtain all required building permits. The cost of permits and construction shall be borne by Franchisee. Franchisee shall select and contract with a general contractor for the leasehold improvements who is satisfactory to Franchisee, Franchisor, and the landlord of the Premises. Criteria considered by Franchisor in approving a contractor include the contractor's experience, reputation, quality of work and price. Franchisee agrees that Franchisor's approval of a contractor does not impose any liability on Franchisor and that Franchisor shall not be responsible for delays caused by any of the numerous problems (including, without limitation, strikes, lockouts, fires and other casualties, construction delays, delays caused by third parties, governmental actions, acts of God, and any other cause beyond Franchisor's reasonable control) which might delay, diminish the value of or prevent entirely the opening of Franchisee's unit. Performance of these construction related services by

Franchisor shall not result in Franchisor guaranteeing the date on which the Premises will be available to Franchisee or when the business will commence operation. Franchisee is responsible and will be diligent to follow up on the execution of all activities made by architects, contractors, and expediters in obtaining permits, and all other issues related to building the store in order to avoid delays.
Franchisor will provide the initial OXXO decorations for the interior of the Store. Following the opening of the Store, Franchisee must purchase any replacement or additional Store decorations.

6.3 Training. Franchisor shall provide a training program for Franchisee (if Franchisee is a legal entity and this franchise is for the Franchisee's first OXXO Store, a Controlling Principal) and Franchisee's designated manager. It is understood and agreed that such training shall be at no charge to Franchisee for the first 2 persons attending the training; provided, however, that all salaries, travel and living expenses for Franchisee's personnel shall be borne by Franchisee. Additional employees may attend the training program if space is available upon payment of Franchisor's then current training program charge. Upon satisfactory completion of the training program, the attendee will qualify as a Certified Instructor.

6.4 Operations Manual. Franchisor shall loan to Franchisee, during the term of this Agreement, one copy of Franchisor's operations manuals, which may consist of one or more handbooks or manuals and other written materials (the "Operations Manual"). The Operations Manual will contain mandatory and suggested specifications, standards and operating procedures prescribed from time to time by Franchisor for OXXO Stores. The Operations Manual may be modified from time to time by Franchisor. Revisions to the Operations Manual will be effective upon delivery to Franchisee, unless a later date is specified for the particular revision. No addition or modification shall materially adversely affect Franchisee's obligations under this Agreement. In the event of a dispute about the content of the Operations Manual, the master copy maintained by Franchisor shall be controlling. Franchisee agrees to treat the Operations Manual and the information contained therein as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time copy or otherwise reproduce any part of the Operations Manual, nor make any of the information contained in the Operations Manual available to anyone not having a need to know its content in order to operate the Store. The Operations Manual shall remain the property of Franchisor and will at all times be kept in a secure place in the Store.

7. OBLIGATIONS OF FRANCHISEE.

7.1 Locate Site for Store. Franchisee is responsible for identifying and assessing the viability of a site for the Store. Franchisor must consent to the site for the Store; however, Franchisee will make the final decision as to the site for the Store. Franchisee agrees that if a representative of Franchisor says anything which suggests that a particular site is suitable or will be profitable, Franchisee realizes that such statement is nothing more than an opinion of the person making the statement, and not of Franchisor, and is not a guaranty of the sales or profits that a Store at that site will achieve.

7.2 Satisfactorily Complete Training. Franchisee (if Franchisee is a legal entity and this Agreement is for Franchisee's first OXXO Store, a Controlling Principal) and a manager (if Franchisee is an existing franchisee, the training requirement is limited to a the manager of the Store, although Franchisee can have up to two people attend the training program at no additional cost) shall, prior to the Store opening, complete to Franchisor's reasonable satisfaction, the training program provided by Franchisor at its Florida training facility, or at such other location as may be designated by Franchisor. Any persons employed by Franchisee to manage the Store must complete Franchisor's training program. Franchisee agrees that the Store will not be managed on a regular basis by anyone who has not satisfactorily completed the training program and Franchisor's drycleaning equipment maintenance and repair program. If the Store is not being managed by someone who has satisfactorily completed the training program, Franchisor may appoint a manager to oversee the Store's operations on Franchisee's behalf. Franchisor's appointment of a manager of the Store does not relieve Franchisee of its obligations or constitute a waiver of Franchisor's right to terminate the franchise under Section 12. Neither Franchisor nor any manager appointed by Franchisor is liable for any debts, losses, costs or expenses incurred in the operation of the Store or to any creditor of Franchisee. Franchisor may charge a reasonable fee for management services and cease to provide management services at any time. Should an inspection of the Store find operational defaults, Franchisor may require Franchisee to attend at Franchisee's cost, and complete to Franchisor's satisfaction, a refresher training program.

7.3 Approved Equipment. Franchisee shall purchase the proprietary drycleaning equipment and debit card pick-up system from Franchisor or a designated supplier and shall purchase a point of sale computer system (including all related hardware and software), monitoring cameras and all other equipment and fixtures necessary to operate the Store from suppliers approved or designated by Franchisor or specified in the Operations Manual. The equipment and fixtures shall be installed as recommended by the equipment manufacturer and vendor. The point of sale computer system must have secure PCI compliant Internet access and must integrate the processing of credit and debit cards. Franchisee agrees to upgrade the point of sale system and other equipment and software to maintain PCI compliance and support OXXO programs.

7.4 Equipment Maintenance. To maintain maximum efficiency and productivity at all times and to keep all machinery, equipment and fixtures used in the operation of the Store in excellent working condition, Franchisee shall implement a preventive maintenance program. All necessary repairs shall be promptly completed. As machinery, equipment and fixtures require replacement, Franchisee shall replace them with the types and kinds of machinery, equipment and fixtures then being installed in new OXXO Stores. Franchisee shall obtain the consent of Franchisor prior to the purchase and installation of any additional machinery, equipment or fixtures. Franchisor's consent shall not be withheld unreasonably.

7.5 Uniformity. Franchisee understands and acknowledges the importance of maintaining high standards of quality, appearance and service among all OXXO Stores. Franchisee further acknowledges that the Marks have established prestige and goodwill and are well recognized by the public. Accordingly, Franchisee agrees to operate the Store in accordance with the specifications, standards and operating procedures prescribed from time to time by Franchisor in the Operations Manual. In no event will the Store be operated or services be rendered in any manner or circumstances that would injure the prestige and goodwill of Franchisor and the Marks. Franchisee must at all times give prompt, courteous and efficient service to customers of the Store. Franchisee must, in all dealings with customers, suppliers and the public, adhere to the highest standards of honest, integrity and fair dealing. All Drycleaning must be performed in the Store or another OXXO Store or Warehouse Plant. If the Store is a Drop Store, Franchisee must make arrangement with the owner of a Plant Store or Warehouse Plant to Dryclean the garments of Franchisee's customers. Franchisor will assist a Drop Store Franchisee to obtain Drycleaning by a Plant Store or Warehouse Plant, but the obligation for making arrangements with a Plant Store or Warehouse Plant is solely the responsibility of the Drop Store Franchisee. If a Drop Store Franchisee is unable to obtain Drycleaning from a Plant Store or Warehouse Plant, this Agreement will terminate. If this

Agreement is for a Plant Store and Franchisee agrees to provide Drycleaning for a Drop Store, Franchisee agrees to give notice to the owner of the Drop Store at least one hundred eighty (180) days prior to discontinuing providing Drycleaning for the Drop Store unless the reason for discontinuing the Drycleaning Services is that the Drop Store has failed to pay the Plant Store or Warehouse Plant for Drycleaning. Franchisee agrees (i) to sell or offer to sell all services and products specified by Franchisor, (ii) to sell or offer for sale only those services and products approved by Franchisor, (iii) not to deviate from Franchisor's standards and specifications, (iv) to maintain an inventory of supplies and products sufficient to satisfy customers needs, (v) to participate in all promotions specified by Franchisor, (vi) to sell and redeem gift cards and certificates sponsored by Franchisor in accordance with the policies and procedures specified by Franchisor including the procedures for making timely payment for gift cards sold by Franchisee and for requesting reimbursement for gift cards or certificates redeemed by Franchisee which were sold by an OXXO Store not owned by Franchisee. Franchisee and its Controlling Principals covenant and agree to make all commercially reasonable efforts to operate the Store so as to achieve optimum sales. If Franchisee sells any service or product that Franchisor has not approved, Franchisee will, immediately upon notice from Franchisor: (i) cease and desist from offering or selling the unauthorized or unapproved service or product and (ii) pay to Franchisor, on demand, a prohibited service or product fine in the amount of $250 per day for each day the unauthorized or unapproved service or product is offered or sold by Franchisee after written notice from Franchisor. The prohibited service or product fine shall be in addition to all other remedies available to Franchisor under this Agreement or at law.

7.6 Approved Suppliers. Franchisee agrees to purchase all supplies, equipment, soaps, chemicals, cleaning fluids, bar code tags, uniforms, garment bags and boxes, hangers, advertising posters, signs and other material and printed forms from suppliers approved by Franchisor who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's then current standards and specifications. Franchisee acknowledges that Franchisor specifically reserves the right, in the event that Franchisor deems it desirable to preserve Franchisor's standards of uniformity, appearance, quality and service, to require Franchisee to purchase machinery, equipment, fixtures and supplies from designated or approved suppliers or in accordance with specifications prescribed by Franchisor. Franchisee acknowledges the importance of using only products which are environmentally friendly, and that it is reasonable for Franchisor to not to approve any products or supplies which Franchisor, in its sole discretion, determines does not meet its environmental standards. Franchisor may designate a supplier of an environmentally friendly drycleaning process and chemicals. If Franchisor designates a supplier of an environmentally friendly drycleaning process and chemicals for the OXXO System, Franchisee agrees to enter into the supplier's standard agreement and to comply with the supplier's rules which may require the payment of a license fee to the supplier to use its process and marks and may necessitate purchasing different or additional equipment.

7.7 Grand Opening. Franchisee shall conduct a "grand opening" promotion and advertising campaign for the Store.

7.8 Uniforms. Franchisee and Franchisee's employees shall wear the uniform designated by Franchisor at all times when on the Premises. Upon a breach of this section, Franchisee shall pay to Franchisor, on demand, an unauthorized uniform fine in the amount of $250 per day for each day Franchisee or any employee does not wear the designated uniform when on the Premises after written notice from Franchisor. The unauthorized uniform fine shall be in addition to all other remedies available to Franchisor under this Agreement or at law.

7.9 Hours of Operation. The Store shall be open for business Monday through Friday from 7:00 a.m. to 7:00 p.m. and from 8:00 a.m. to 5:00 p.m. on either Saturday or Sunday, except for legal holidays or if prevented by acts of God or other circumstances over which the Franchisee has no control, unless otherwise approved by Franchisor. Franchisee agrees not to change the hours the Store is open for business with Franchisor's prior written approval. Franchisee may, if Franchisee chooses, with Franchisor's prior written approval, be open for business longer hours and additional days. If this clause conflicts with the terms and conditions of the lease for the Premises, Franchisee may operate the Store during such hours as may be required by the terms of Franchisee's lease for the Premises.

7.10 Compliance with Law. Franchisee shall obtain in its name all required licenses, permits and certificates relating to the operation of the Store. Franchisee shall operate the Store in full compliance with all applicable federal, state and local laws, ordinances and regulations, including without limitation laws relating to environmental protection matters, workers compensation insurance, unemployment insurance, withholding, and payment of federal, state, and local income taxes, social security taxes and sales taxes.

7.11 Access to Premises and Daily Sales Data. Franchisee shall permit Franchisor or its authorized agents to enter the Premises and conduct such inspections as it deems necessary to ascertain if Franchisee is complying with this Agreement and the standards, specifications and procedures prescribed by Franchisor. The inspections may be conducted without notice at any time when Franchisee or an employee of Franchisee is at the Premises. Franchisor agrees to perform the inspections in a manner which minimizes interference with the operation of the Store. Franchisee agrees to cooperate with Franchisor and its representatives in the inspection by rendering any assistance reasonably requested. Franchisee shall immediately correct and/or eliminate any deficiencies and/or defects noted in the inspection reports submitted by Franchisor to Franchisee. If the Store receives an unsatisfactory inspection report, Franchisee must reimburse Franchisor for the costs and expenses incurred by Franchisor to reinspect the Store to confirm that the deficiencies have been corrected. The point of sale computer system and monitoring cameras must be on-line with, and transmit data to Franchisor through a data reporting system ("host") offered by a vendor approved by Franchisor, by means of a high speed internet connection paid for by Franchisee. Franchisee agrees to sign the authorization forms required by the host vendor giving them permission to transmit to Franchisor any data it may request. Franchisee agrees that Franchisor shall have the right to access all financial, product, service and customer data and information produced by or stored in Franchisee's point of sale computer system or any remote data base storing data and information pertaining to the Store. Franchisor is the owner of the customer data of the Store, and Franchisee agrees to use the Customer Data solely in connection with the operation of the Store and not to disseminate or sell the Customer Data to a third party without Franchisor's prior written consent. Franchisee acknowledges that technological advances may render the original point of sale computer system and software obsolete, and Franchisee agrees to replace or upgrade the point of sale computer system and software when directed by Franchisor.

7.12 Advertising. All advertising for the Store shall meet or exceed the minimum standards specified in the Operations Manual. Franchisee shall modify or cease use of any advertising materials if Franchisor reasonably requests. Franchisee agrees to display the Marks prominently in the manner prescribed by Franchisor at the Store and in connection with all advertising and marketing materials. In addition to the advertising fee paid to Franchisor, Franchisee agrees to spend not less than 1% of Gross Revenues each calendar quarter for advertising and promotion of the Store. An accounting, including substantiation (paid invoices, canceled checks, tear sheets and such other documentation as Franchisor may specify), of the local advertising expenditure must be furnished to Franchisor by April 15 for the preceding January 1 - March 31, by July 15 for the preceding April 1 - June 30, by October 15 for preceding July 1 - September 30, and by January 15 for the preceding October 1 - December 31. If Franchisee fails to spend at least the required minimum on local advertising for two consecutive quarters, Franchisee shall pay to Franchisor the deficiency for inclusion in the advertising fund. Franchisee agrees to become a member of any advertising cooperative formed by, or for the benefit of, OXXO stores in the geographic market in which the Store is located to promote the OXXO stores in the market. Franchisor may designate regional markets and may establish regional advertising cooperatives and establish the bylaws and other rules under which the cooperative will operate. Franchisee agrees to pay to the advertising cooperative the fee (a fixed amount per store or a percentage of revenues) approved by the owners of a majority of the OXXO stores in the market, but not more than 3% of Franchisee's Gross Revenues. Franchisee agrees to fully participate in all advertising programs, marketing promotions and cooperative advertising programs specified by Franchisor. Participation will include offering all services required for the program, honoring all coupons, gift cards/certificates, observing maximum selling prices and displaying all signage and promotional materials for the program. All advertising and promotional materials furnished by Franchisor, including materials promoting the sale of franchises, must be displayed in the Store in the manner specified by Franchisor.

7.13 Use of Marks. Franchisee agrees (i) to use the Marks only in the manner specified by Franchisor, (ii) to use the Marks only for the operation of the Store, (iii) to operate and advertise the Store only under the name OXXO without any prefix or suffix, (iv) not to use the Marks as part of any corporate or other legal name, (v) to indicate in the manner specified by Franchisor that the Store is independently owned and operated, (vi) to file fictitious name registrations required by applicable law, (vii) to execute all documents reasonably requested by Franchisor or its legal counsel to obtain protection for the Marks or to maintain the continued validity and enforceability of the Marks, (viii) not to use any of the Marks as part of an internet domain name or web site or e-mail address without the prior written approval of Franchisor, which approval may be granted or withheld in the discretion of Franchisor, and (ix) not to do anything which could adversely affect Franchisor's ownership of the Marks. Franchisee agrees to immediately notify Franchisor of any infringement of the Marks and of any challenges to Franchisee's use of any of the Marks. Franchisor has sole discretion as to what action, if any, should be taken, and the right to control exclusively any settlement, litigation or other proceeding arising out of any alleged infringement, challenge or claim. Franchisee agrees to cooperate with Franchisor in preventing the infringement or misuse of the Marks and agrees to be named as a party in any legal action if requested by Franchisor. The legal expenses incident to Franchisee's participation in a proceeding at Franchisor's request shall be paid by Franchisor.

7.14 Pick-up and Delivery Service. Subject to the rules and guidelines set forth in the Operations Manual or other written communications, Franchisee may offer pick-up and delivery services. Franchisee acknowledges that Franchisor may adopt and modify in its discretion guidelines and rules regulating pick-up and delivery services, including the geographic area in which you may offer pick-up and delivery service, and Franchisee agrees to comply with the then current guidelines and rules. Vehicles used for pick-up and delivery service must be approved by Franchisor, must have approved OXXO branding, must be equipped with GPS tracking equipment and software ("GPS System") approved in writing by Franchisor, and must be maintained in accordance with the manufacturer's recommended service criteria. Franchisee agrees that Franchisor (or Franchisor's designated representative) will have the right at all times to retrieve any data and information from Franchisee's GPS System that Franchisor deems appropriate. Franchisee will, immediately upon notice from Franchisor, cease and desist from using an unapproved vehicle, a vehicle which is not wrapped in approved OXXO branding or a vehicle which is not equipped with an approved GPS or a vehicle which is not being maintained in accordance with the manufacturer's guidelines. Franchisor may negotiate agreements with hospitals, hotels, office buildings, apartments, grocery and other retail stores, auto dealerships and other institutional or corporate facilities ("Corporate Accounts"). The right to provide pick-up and delivery service to Corporate Accounts may be offered to the closest OXXO Store taking into consideration any personal relationship between a Corporate Account and a franchisee, and if that OXXO Store does not want the business or is unable to fulfill the obligations in the agreement, Franchisor may offer the business to another OXXO Store. Franchisee must discontinue pick-up and delivery service to any customer located within the designated delivery area of another OXXO Store and turn over to the owner of the OXXO Store the customer's account. Franchisee will not receive any compensation for the accounts turned over to another OXXO Store. Franchisee shall pay to Franchisor, on demand, a pick-up and delivery service fine in the amount of $250 per day for each day Franchisee uses a vehicle which is not wrapped in approved OXXO branding or provides pick-up and delivery service within the delivery area of another OXXO Store or uses a vehicle which does not have a working, approved GPS System. The pick-up and delivery service fine shall be in addition to all other remedies available to Franchisor under this Agreement or at law.

7.15 Debit Card. Franchisee agrees to accept the pre-paid debit card available from Franchisor or a designated supplier as payment for Drycleaning and related services at the Store. All sums collected by Franchisee from customers for credit to a pre-paid debit card shall be deposited into the account specified by Franchisor unless otherwise approved by Franchisor.

7.16 Software. Franchisee agrees to use the point of sale software specified by Franchisor, currently Westgate Software, Inc.'s Spot 2000. Franchisee understands that a license fee must be paid to the developer of the software for the right to use the software and that an annual fee must be paid for technical support and updates. Franchisee is granted a limited license to use the Batista software to operate the debit card 24-hour pick-up conveyor system used in the Store. The Batista software is being delivered "AS IS", and Franchisor makes no warranty as to its use or performance. Franchisee agrees not to copy or make any modifications to the Batista software nor to provide others with access to the Batista software. Franchisee warrants that he will use the Batista software only in connection with the operation of the Store and agrees that his right to use the Batista software shall automatically terminate upon the expiration or termination of this Agreement. Franchisor may remove the software upon the expiration or termination of this Agreement and may suspend Franchisee's right to use the Batista software during any period in which Franchisee is in default under this Agreement. Franchisee agrees to use the OXXO mobile app, and to pay monthly license and administration fee to the developer of the mobile app.

7.17 Complaints. Franchisee agrees to use its best efforts to promote and enhance the business of the Store. Franchisee agrees to promptly resolve all consumer complaints connected with or relating to the Store, and agrees to promptly notify Franchisor by telephone and in writing of all of the following complaints: (i) environmental, safety or health violations, (ii) customer claims exceeding $500.00 and (iii) any other material claims against or losses suffered by Franchisee. Franchisee will maintain for Franchisor's inspection any governmental inspection reports pertaining to the Store or equipment located in the Store during the term of this Agreement and for 30 days after the expiration or earlier termination.

7.18 Telephone Listing and Internet Domain Name. Franchisee will, at its expense, list and advertise the Store in the principal regular (white pages) and classified (yellow pages) telephone directories distributed where the Store is located in directory categories Franchisor specifies. The cost of the classified advertising is in addition to the Store advertising required under Section 7.11. Franchisee irrevocably appoints Franchisor as its special attorney-in-fact with full power and authority to execute and deliver such forms and documents as may be required by a provider to transfer to Franchisor or its designee upon the termination or expiration of this Agreement (i) all rights to the telephone numbers of the Store and (ii) all internet domain names, search engine listings and email addresses containing any of the Marks.

7.19 Power of Attorney for Tax Returns. Franchisee irrevocably appoints Franchisor as its special attorney-in-fact with full power and authority to execute and deliver such forms and documents as may be necessary to obtain copies of any returns and reports filed by Franchisee with any state or federal taxing authority relating to the Franchised Store.

7.20 Pricing. Franchisor may offer guidance with respect to the selling price for services, and products, and Franchisor may determine the minimum and/or maximum selling prices for such services and products, and Franchisee agrees to adhere to any recommended or specified pricing. If Franchisee sells any service or product at a price recommended or specified by Franchisor, Franchisee acknowledges that Franchisor has made no guarantee or warranty that offering the services or products at the recommended or specified price will enhance Franchisee's sales or profits.

7.21 Customer Surveys. Franchisee agrees to participate in all customer surveys and satisfaction audits organized by Franchisor, including any which may require Franchisee to provide discount or complimentary services or products. The revenues received from the sale of these discounted or complimentary services or products may be excluded from Gross Sales of the Store when calculating royalties and advertising fees. Additionally, Franchisee shall participate in any complaint resolution and other programs which Franchisor may reasonably establish for the System, which programs may include, without limitation, providing discounts or refunds to customers.

7.22 Social Media. Recognizing the growing importance of social media to success and growth of a business, Franchisee must participate in any social media campaigns, activities and testing specified by Franchisor and to promptly notify Franchisor of any negative postings or reviews concerning the Store, the OXXO brand or any OXXO Stores. If the negative posting or review concerns the Store, Franchisee must immediately post a response.

8. INSURANCE; INDEMNIFICATION.

8.1 Required Insurance. Throughout the term of this Agreement, Franchisee shall maintain in full force and effect, at Franchisee's expense, insurance naming Franchisee and Franchisor as insured parties and protecting Franchisee and Franchisor against any demand or claim for personal injury, death or property damage, or any loss, liability or expense arising out of or occurring upon or in connection with the Store, including vehicles used in the business. The insurance shall be written by an insurance company licensed in the state where the Store is located and acceptable to Franchisor, and shall include, at a minimum, the following:

8.1.1 Liability Insurance. Comprehensive or commercial general liability insurance, including personal injury, contractual liability, property damage, environmental liability and fire damage coverage, as well as comprehensive automobile liability coverage for owned and non-owned vehicles, in the amount of not less than $1,000,000 per occurrence;

8.1.2 Property Insurance. All risk property insurance in an amount sufficient to cover the cost of replacement (without deduction for depreciation) covering the equipment and fixtures used in the operation of the Store;

8.1.3 Business Interruption Insurance. Insurance in an amount sufficient to cover expenses, including rent, compensation for Store personnel, contractual obligations and lost profit, for a period of not less than 12 months;

8.1.4 Bailee Insurance. Bailee insurance on customer's goods; and

8.1.5 Additional Insurance. Such additional coverage and/or higher policy limits as may be required by good business practices. Franchisor recommends that Franchisee carry pollution/environmental liability insurance, including environmental clean-up coverage, in the amount of not less than $1,000,000.

Prior to opening the Store and at least 10 days before expiration of any policy, Franchisee shall deliver to Franchisor a certificate of insurance reflecting that the insurance coverage is in effect, and upon request a copy of the policy(ies). Each policy shall provide that the policy may not be canceled or materially modified without 30 days prior written notice to Franchisor. If the insurance requirements of the lease for the Premises exceed those then being required by Franchisor, Franchisee's obligation to maintain adequate insurance shall include, without limitation, the additional requirements under such lease. If Franchisee fails or refuses to maintain required insurance coverage, or to furnish satisfactory evidence of coverage and of payment of premiums, Franchisor, at its option and in addition to other rights and remedies it may have, may, but shall not be required to, obtain the insurance coverage on behalf of Franchisee. Franchisee shall reimburse Franchisor, on demand, any costs and premiums incurred by Franchisor.

8.2 Indemnification. Franchisee shall hold Franchisor, its officers, directors, shareholders, employees and agents harmless from all claims, obligations, and expenses directly or indirectly arising out of Franchisee's operation of the Store, use of the Marks or the transfer of this Agreement, the Store or any interest therein, in any manner not in accordance with Franchisee's obligations under this Agreement and applicable law. For purposes of this indemnification, "claims" shall mean and include all obligations, all direct, incidental and consequential damages, and all costs reasonably incurred in the defense of any claim against Franchisor, including without limitation reasonable accountants, attorneys, attorney assistants and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and related travel and living expenses. Franchisor shall have the right to defend any claim against it in any manner which Franchisor deems appropriate or desirable in its sole discretion. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

9. ACCOUNTING AND RECORDS. Franchisee agrees to maintain during the term of this Agreement, and shall preserve for at least 3 years from the end of the year to which they relate, complete and accurate books and records in accordance with generally accepted accounting principles and in the form and manner prescribed in the Operations Manual. These records shall include accounting records and books, customer lists, sales and purchase records, sales tax returns, deposit receipts, bank statements, canceled checks, credit card records, agreements and licenses with customers and pickup and delivery locations, and income tax returns. Franchisee agrees to submit to Franchisor by the 5th day of each month the Gross Revenues of the Store for the preceding month and such other forms, reports, records, information and other data specified in the Operations Manual or requested by Franchisor, including quarterly submission of financial statements and reports in the format specified by Franchisor not later than 15 days after the end of each calendar quarter. In addition, Franchisee shall furnish to Franchisor, upon request, income statements (monthly and year to date) and balance sheets and accounting system passwords. Franchisee agrees that Franchisor and its representatives shall, at all reasonable times upon 2 days notice, have the right to examine or audit the books, records and tax returns of Franchisee. If an audit discloses an understatement of Gross Revenues, Franchisee shall immediately pay to Franchisor any additional royalty and advertising fee discovered to be owed plus a late charge as set forth in section 5.6. In addition, if the audit or examination discloses that Gross Revenues were understated by 2% or more, Franchisee shall reimburse Franchisor for all costs and expenses incurred by Franchisor in performing the audit or examination, including reasonably accounting and legal fees. The understating of Gross Revenues is a default under this Agreement.

10. COVENANT NOT TO COMPETE; CONFIDENTIALITY.

10.1 In-Term Restrictions. During the term of this Agreement, without Franchisor's prior written consent, neither Franchisee nor any of its Controlling Principals, officers, directors, nor any members of their immediate families, shall:

(a) engage in, be employed by, or directly or indirectly assist any individual, partnership or entity, in any business which derives a material portion of its revenues from Drycleaning, or

(b) have any interest, direct or indirect, as an officer, director or owner in any Drycleaning business, except as a passive investor holding less than a 1% interest in a corporation whose shares are actively traded on a securities exchange.

10.2 Post-Term Restrictions. Without Franchisor's prior written consent neither Franchisee nor any of its Controlling Principals, officers, directors nor any members of their immediate families, shall, for a period of 2 years following the expiration or termination of this Agreement or the transfer of their interest in this Agreement:

(a) engage in, be employed by, or directly or indirectly assist any individual, partnership or entity, in any business which derives a material portion of its revenues from Drycleaning located at the Premises or within 25 miles from the boundary of the Premises, or

(b) have any interest, direct or indirect, as an officer, director or otherwise in any Drycleaning business located at the Premises or within 25 miles from the boundary of the Premises except as a passive investor holding less than a 1% interest in a corporation whose shares are actively traded on a securities exchange.

10.3 Unfair Competition. Franchisee agrees that neither this Agreement, nor Franchisee's use of the Confidential Information, vests in Franchisee any interest in any Confidential Information other than the right to use it in the development and operation of a OXXO Store under and pursuant to this Agreement. Franchisee acknowledges that it would be an unfair method of competition to use or duplicate any Confidential Information other than in connection with the operation of OXXO Stores operated pursuant to a license from Franchisor. Franchisee agrees to maintain the absolute confidentiality of the Confidential Information and agrees not to use or disclose, or permit the disclosure of, the Confidential Information except as permitted in this Agreement. The Confidential Information shall be made available only to such of Franchisee's employees who have a reasonable need to know in the performance of their duties. Franchisee agrees to implement reasonable procedures to prevent any authorized use or disclosure of the Confidential Information. This obligation of confidentiality shall survive the termination or expiration of this Agreement.

11. ASSIGNMENT; FRANCHISOR'S RIGHT OF FIRST REFUSAL.

11.1 No Transfer by Franchisee. Neither Franchisee, nor any individual, partnership, corporation or other legal entity which directly or indirectly owns any interest in this Agreement or in Franchisee, shall sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in Franchisee, this Agreement, the Store or the assets of the Store without the prior written consent of Franchisor; provided, however, subject to the secured party complying with the provisions of 11.2, Franchisor's prior written consent will not be required for the granting of a security interest in the fixtures and equipment used in the Store to a financial institution providing financing for the initial purchase of these assets. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Franchisor required by this section 11.1 shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may terminate this Agreement without any opportunity to cure pursuant to section 12.2.

11.2 Conditions for Consent. Franchisor shall not withhold its consent unreasonably to a Transfer by Franchisee; provided, however, that it shall be deemed reasonable for such consent to be withheld unless all of the conditions listed below are met:

(a) All of Franchisee's obligations are assumed by the transferee;

(b) All debts of Franchisee to Franchisor and its affiliates are paid in full prior to the Transfer;

(c) Franchisee is not in default under any agreement with Franchisor;

(d) The transferee completes the standard training program required of new license owners prior to the effective date of the transfer;

(e) The transferee meets all of Franchisor's then prevailing standards for acceptance of new Franchisees, including without limitation good reputation and character, business experience and financial strength;

(f) A transfer fee is paid to Franchisor in the amount equal to 50% of the then current initial franchise fee with the request for consent ;

(g) The transferee (and if transferee is not an individual, such owners of a beneficial interest in the transferee as Franchisor may request) agree in writing to assume and perform all of Franchisee's obligations under this Agreement and sign any other agreements then being used by Franchisor in connection with the transfer of a license or the issuance of a new license;

(h) At Franchisor's option, the transferee (and if transferee is not an individual, such owners of a beneficial interest in the transferee as Franchisor may request) execute for a term ending on the expiration date of this Agreement, Franchisor's then current standard form of Franchise Agreement, which agree will supersede this Agreement in all respects and the terms of which agreement may differ from the terms of this Agreement except the Royalty and Advertising Fee shall be the same as this Agreement; and

(i) Franchisee executes a general release of all claims, to the maximum extent allowed by law, against Franchisor and its officers, directors, shareholders, employees and agents.

11.3 Death or Disability. If Franchisee (or the managing Controlling Principal) dies or becomes disabled, his executor, administrator or personal representative , or the remaining Controlling Principals, must appoint a manager acceptable to Franchisor within 30 days from the date of death or disability to manage the Store. The appointed manager must satisfactorily complete Franchisor's training program. If a manager approved by Franchisor is not appointed within the 30-day period, Franchisor may, but is not required to, appoint a manager to oversee the Store's operations on Franchisee's behalf until (i) Franchisee employs an approved manager tp assume the management and operation of the Store, (ii) the franchise is assigned to an approved assignee, or (iii) the franchise is terminated. Franchisor's appointment of a manager of the Store does not relieve Franchisee of its obligations or constitute a waiver of Franchisor's right to terminate the franchise under Section 12. Neither Franchisor nor any manager appointed by Franchisor is liable for any debts, losses, costs or expenses incurred in the operation of the Store or to any creditor of Franchisee. Franchisor may charge a reasonable fee for management services and cease to provide management services at any time. Following the death or disability of Franchisee (or the managing Controlling Principal), the executor, administrator or personal representative of such person shall transfer, within 6 months after such death or disability, his interest to a person approved by Franchisor. The transfer will be subject to the conditions set forth in section 11.2. However, in the case of a transfer by inheritance, if the heirs are unable to meet the conditions, the personal representative of the deceased will have a reasonable additional time, not to exceed 6 months, to dispose of the deceased's interest. If the interest is not timely disposed of, Franchisor may terminate this Agreement.

11.4 Right of First Refusal. Any party holding an interest in Franchisee, this Agreement or the assets of the Store who desires to accept a bona fide offer from a third party to purchase all or a part of the party's interest, shall notify Franchisor in writing of each offer, and shall provide such information and documentation relating to the offer as Franchisor may request. Franchisor or its designee shall have the right and option, exercisable within 30 days after receipt of the written notification and requested documentation, to send written notice to the seller that Franchisor or its designee intends to purchase the seller's interest on the same terms and conditions offered by the third party. If the consideration, terms, and/or conditions offered by the third party are such that Franchisor or its designee may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Franchisor or its designee may purchase the interest proposed to be sold for the reasonable equivalent in cash, or, at the option of Franchisor, if the stock of Franchisor (or its parent company) or its designee is publicly traded, securities issued by Franchisor (or its parent company) or its designee having a market value equal to the offered consideration. If the parties cannot agree within a reasonable time on the value of the offer, an independent appraiser shall be designated by Franchisor and the appraiser's determination shall be binding. Any material change in the terms of an offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor or its designee as in the case of the initial offer. Failure by Franchisor to exercise the option afforded by this section 11.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of sections 11.1 and 11.2 with respect to a proposed transfer by Franchisee. If Franchisor does not exercise its first right to purchase, the seller may conclude the sale to the person who made the offer on the exact terms and conditions specified in the notice to Franchisor for a period of 60 days after receipt of Franchisor's consent to the assignment.

11.5 Transfer by Franchisor. Franchisor may sell or assign this Agreement without Franchisee's consent, provided that the obligations of Franchisor are assumed by the transferee. Following an assignment, Franchisor shall have no further obligations under this Agreement, except for any liabilities which had accrued prior to the assignment. Franchisee understands that Franchisor may go public, may engage in a private placement of some or all of its securities, may merge with or acquire other companies, or be acquired by another company, and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic, legal or financial restructuring. Franchisee waives all claims, demands or damages because of any such transaction, including any claim of divided loyalty, breach of fiduciary duty, breach of contract or breach of the implied covenant of good faith and fair dealing. Franchisee agrees that Franchisor has the right to purchase, sell, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the proximity to the Store of any facilities of the of the other chain or business, and to operate, franchise or license those facilities as Drycleaning businesses operating under the Marks or any other marks following the purchase, sale, merger, acquisition or affiliation. Franchisor may delegate any or all of its duties under this Agreement, but no delegation shall operate to release Franchisor from any of its obligations.

12. DEFAULT AND TERMINATION. Franchisee acknowledges and agrees that (i) each of Franchisee's obligations in this Agreement is a material and essential obligation of Franchisee, (ii) the non-performance of any obligation will adversely and materially affect Franchisor and the System, and (iii) the exercise by Franchisor of the rights and remedies in this Agreements are appropriate and reasonable.

12.1 Automatic Termination. This Agreement will automatically terminate without notice to Franchisee if:

(a) Franchisee abandons the relationship by failing to operate the Store for 5 consecutive days except if Franchisee is prevented from operating the Store because of a casualty;

(b) Franchisee becomes insolvent or makes an assignment for the benefit of creditors or is adjudged a bankrupt;

(c) Franchisee seeks relief under the U.S. Bankruptcy Act or any state insolvency or similar law, or someone files a petition seeking to have Franchisee adjudicated a bankrupt or seeking other relief against Franchisee under the U.S. Bankruptcy Act or any state insolvency or similar law and the petition is not dismissed within 60 days of filing. This Agreement shall terminate upon the occurrence of this event of default as if that date were the expiration date of this Agreement. Franchisee expressly and knowingly waives any rights which Franchisee may have under the Bankruptcy Rules, including the automatic stay, and agrees that this Agreement shall be deemed rejected upon the occurrence of this event of default;

(d) A receiver, trustee or custodian is appointed to administer the assets of the Store;

(e) A final judgment remains unsatisfied for 30 days or longer (unless bonded);

(f) Franchisee is dissolved or liquidates, winds up, sells or otherwise disposes of all or substantially all of the assets of the Store;

(g) Conviction of Franchisee or an officer of Franchisee or a Controlling Principal of a crime punishable by imprisonment for more than 1 year;

12.2 Termination by Franchisor With No Right to Cure. Franchisor may terminate this Agreement upon notice to Franchisee with no right to cure if:

(a) If Franchisee fails to acquire an acceptable location for the Store within the time frame specified in Section 3.2.1;

(b) If Franchisee fails to construct or remodel the Store in accordance Section 3.5;

(c) If Franchisee fails to open the Store for business within the time frame specified in Section 3.6;

(d) If Franchisee loses the right to possession of the Premises; provided, however, if the loss of possession results from the governmental exercise of the power of eminent domain or, if through no fault of Franchisee, the Premises are damaged by a casualty, then Franchisee shall have 30 days after such event in which to apply to Franchisor for approval to relocate the Store or reconstruct the Premises, which approval will not be unreasonably withheld;

(e) A sale, assignment or transfer in violation of section 11 of this Agreement;

(f) Franchisee, any Controlling Principal or any entity in which Franchisee or a Controlling Principal has an interest makes an unauthorized used of Confidential Information or makes any unauthorized use of the Marks;

(g) The violation of any provisions of this Agreement, even if subsequently cured, more than 3 times in a 24-month period, or the violation of the same provision of this Agreement twice within a 6-month period;

(h) Franchisee knowingly maintains false books or submits a false report to Franchisor;

(i) Franchisee and/or any Controlling Principal fails to comply with any anti-terrorism law or if Franchisee or any of its Controlling Principal has any of their assets blocked under an anti-terrorism law;

(j) A default by Franchisee, a Controlling Principal or any entity in which a Controlling Principal has an interest under any other agreement with Franchisor or an Affiliate of Franchisor which is not corrected within the applicable cure period in the agreement.

12.3 Termination by Franchisor With Notice. Franchisor may terminate this Agreement if Franchisee fails to remedy any of the defaults listed below within 30 days, or such shorter specified period, or the time period specified by law if the applicable law requires a longer period:

(a) Franchisee's failure to pay when due any sum payable under this Agreement or any other agreement, including equipment leases, or for purchases from Franchisor or any Affiliate of Franchisor or under the lease for the Store premises;

(b) Failure by Franchisee to operate the Store in accordance with the specifications, standards and operating procedures prescribed by Franchisor in this Agreement, the Operations Manual or otherwise in writing;

(c) Failure of Franchisee or its designated manager to satisfactorily complete Franchisor's training program;

(d) Failure to purchase and maintain the insurance required by Section 8.1 and fails to cure the breach within 10 days after notice;

(e) A misuse, or unauthorized use, of the Marks which is not cured within 72 hours of notice;

(f) A violation of any law, ordinance, rule or regulation of a government agency in connection with the Store (except for a violation of an anti-terrorism law which is governed by 12.2 (i); or

(g) Failure by Franchisee to comply with any obligation under this Agreement which is not specified in sections 12.1, 12.2 and 12.3 as an event of default.

13. RIGHTS AND RESPONSIBILITIES UPON TERMINATION.

13.1 Cease to Operate the Store. Franchisee shall immediately cease to operate the Store and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee.

13.2 Monetary Obligations. Franchisee agrees to pay to Franchisor or its Affiliates, within 15 days after the effective date of termination or expiration of this Agreement all amounts owed to Franchisor or its Affiliates which have accrued, but which are then unpaid. Franchisor shall have a lien against all of the personal property, furnishings, equipment, fixtures, and inventory owned by Franchisee on the Premises at the time of default to secure payment of all sums owed by Franchisee to Franchisor and its Affiliates, including liquidated damages payable under Section 13.7, other damages and reasonable attorneys fees.

13.3 Marks and Trade Dress. Franchisee agrees that, after the termination or expiration of this Agreement, Franchisee will:

(a) Cease using the Marks or similar names, marks, logos or symbols, cease identifying Franchisee or any business owned or operated by Franchisee as a Franchisee or former Franchisee of Franchisor or do anything which may indicate a relationship or association with Franchisor;

(b) Remove from the Premises all signs, emblems, decals or other items containing any of the Marks and return to Franchisor or destroy all printed materials containing any of the Marks or otherwise identifying or relating to an OXXO Store;

(c) Take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to the Franchisee's use of any of the Marks and to assign all telephone listings containing the Marks to Franchisor or its designee or, at Franchisor's option to cancel the telephone listings;

(d) Return to Franchisor the Operations Manual and all other written materials containing Confidential Information;

(e) If Franchisor does not exercise the purchase option in Section 13.6, Franchisee agrees to modify the Premises so that it will no longer look like an OXXO Store including all changes specified by Franchisor;

(f) Permit Franchisor to enter the Premises to verify compliance with the provisions of Section 13 and, at Franchisee's expense, to remove any signs or other materials which contain any of the Marks and to make or cause to be made any changes to the Premises which Franchisee has failed to make;

(g) At Franchisor's option, assign to Franchisor or its designee all of Franchisee's rights to the telephone numbers of the Store and in any internet domain names, search engine listings and email addresses containing any of the Marks.

13.4 Confidential Information. Franchisee agrees that upon termination (for any reason) or expiration of this Agreement, Franchisee will immediately cease to use any Confidential Information.

13.5 Continuing Obligations. 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 this Agreement's expiration or termination and until they are satisfied in full or by their nature expire.

13.6 Purchase Option. Franchisor shall have the option, exercisable within 30 days after termination or expiration, to purchase from Franchisee the furnishings, equipment, signs, fixtures, supplies, inventory and other tangible assets of the Store at fair market value with no factor or increment for a going business or any goodwill, trademark, service mark or other commercial symbol used in connection with the operation of the Store. Franchisor may exclude from the assets being purchased any equipment, fixtures, signs and inventory which do not meet the quality standards specified in the Operations Manual. If the parties are unable to agree on the fair market value within a reasonable time, a used drycleaning equipment vendor shall be designated by Franchisor, which used drycleaning equipment vendor's determination shall be binding. Franchisor shall receive a credit against the purchase price for any sums which are owed to it or an Affiliate by Franchisee, one-half of the cost of the valuation, and for any monies which Franchisor expends for obligations of Franchisee. Upon payment of the purchase price, Franchisee shall deliver to Franchisor or its designee a bill of sale conveying title to the property free and clear of all encumbrances, and any other documents reasonably required to effect a complete transfer of Franchisee's right, title and interest in the assets, an assignment of the telephone numbers of the Store, and an assignment of Franchisee's lease for the Premises, if the Premises are being leased. If Franchisee occupies the Premises as a fee owner, Franchisee shall give Franchisor the option of buying or leasing the Premises at its fair market value. In the event that Franchisor chooses to lease the Premises, the term of the lease shall be for an initial term of 5 years with four 5-year renewal options. Franchisee shall comply with the applicable bulk sale provisions of the Uniform Commercial Code of the state in which the Store is located, including giving notice is to all creditors, and shall hold Franchisor harmless from all claims of Franchisee's creditors. In the event Franchisee cannot deliver clear title to the assets being purchased or if there are other unresolved issues, the closing of the sale shall be accomplished through an escrow. Franchisor may assign this purchase option.

13.7 Liquidated Damages. If this Agreement is terminated pursuant to Sections 12.1, 12.2 or 12.3, Franchisee shall also pay to Franchisor liquidated damages in an amount equal to the average monthly Royalty Fee from the Opening Date through the last full month before the termination date multiplied by the number of months remaining during the term of this Agreement, whichever is lower. Franchisee acknowledges and agrees that it would be impracticable to determine precisely the damages Franchisor will incur because of an early termination and agrees that these liquidated damages are a reasonable, good faith estimate of Franchisor's damages.

14. RELATIONSHIP OF THE PARTIES. Franchisee understands and agrees that this Agreement does not in any way create a fiduciary relationship or a relationship of principal and agent between Franchisee and Franchisor, and under no circumstances shall Franchisee be considered an agent of Franchisor. Franchisee is an independent contractor. Franchisee agrees not to act or represent himself, directly or indirectly as an agent of Franchisor, and agrees to display, at Franchisor's request, a notice conspicuously displayed in the Store indicating that the business is owned by Franchisee and is being operated pursuant to a license from Franchisor. Franchisor, other than the quality controls necessary to preserve the validity and goodwill of the Marks, does not have the right to exercise significant controls over Franchisee's business. Neither party has the right to make any contract or incur any debt or other obligation in the other party's name. Franchisor does not assume liability for, and shall not be deemed liable as a result of, any act or omission by Franchisee.

15. APPROVALS AND WAIVERS.

15.1 Written Consents. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor, and such approval or consent must be in writing.

15.2 No Guarantees. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to whom Franchisor would not be otherwise liable by providing any waiver, approval, consent or suggestion or by reason of any neglect, delay or denial of a request.

15.3 No Waiver. No failure of Franchisor to exercise any power reserved to it in this Agreement, or to insist upon compliance by Franchisee with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement. Waiver by Franchisor of any particular default shall not affect or impair Franchisor's right with respect to any subsequent default of the same or of a different provision; nor shall any delay, forbearance or omission of Franchisor to exercise any power or right arising out of a breach or default by Franchisee of any of the terms, provisions or covenants of this Agreement affect or impair Franchisor's rights, or constitute a waiver by Franchisor of any rights under this Agreement or right to declare any subsequent breach or default.

16. NOTICES.

All notices, demands and other requests ("Notice") required or permitted to be given under this Agreement shall be in writing and shall either be served personally or sent by certified, registered or other receipted mail or by a nationally recognized overnight delivery service to the parties at the following addresses.

Notices to Franchisor: International Cleaners, Corp.
Attn: President
1874 North Young Circle
Hollywood, Florida 33020

Notices to Franchisee: ________________________________
____
____
____

A Notice shall be effective when received; provided, however, that if a Notice is unclaimed or delivery is refused such Notice shall be effective when delivery is attempted. The parties may change their address for Notices by sending a Notice to the other party.

17. MISCELLANEOUS.

17.1 Entire Agreement. This Agreement constitutes the entire agreement between Franchisor and Franchisee concerning the subject matter of this Agreement, and supersedes all prior negotiations, commitments, representations and agreements. Except for modifications permitted by the terms of this Agreement to be made unilaterally by Franchisor, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties in a written document signed by the parties. Nothing in this or any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

17.2 Severability And Construction. If any provision of this Agreement may be construed in two ways, one which would make the provision illegal or unenforceable and the other which would make the provision valid and enforceable, the provision shall have the meaning which makes its enforceable. This Agreement is to be read according to its fair meaning and is not to be interpreted strictly against either party. The parties intend that this Agreement be enforceable to fullest extent. If any court or arbiter finds that any provision is not enforceable as written, Franchisor and Franchisee agree that the provision be amended so that it is enforceable to the fullest extent permissible under applicable law and public policy. The provisions of this Agreement are severable, and the Agreement is to be interpreted as if all invalid or unenforceable provisions were not in the Agreement and partially valid provisions shall be enforced to the extent that they are valid and enforceable. Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is contained within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement. Any provision of this Agreement which imposes an obligation after the termination or expiration of this Agreement shall continue to be binding on the parties after the termination or expiration. If Franchisee consists of more than one person, each partner shall be liable for the total performance of Franchisee regardless of their ownership percentage. The Introduction is a part of this Agreement. Section captions are used for convenience and should not be construed as a limitation of the content of the section. Words of any gender used in this Agreement shall include any other gender, and words in the singular shall include the plural, where applicable.

17.3. Applicable Law. This Agreement takes effect upon its acceptance and execution by Franchisor in Broward County, Florida, and shall be interpreted and construed under the laws of the State of Florida, which laws shall prevail in the event of any conflict of law; provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of the State of Florida, but would be enforceable under the laws of the state where the Store is located, then the provision shall be interpreted and construed under the laws of the state in which the Store is located. If the Store is located in a state other than Florida and the laws of that state require terms other than, or in addition to, those contained in this Agreement, this Agreement shall be deemed modified so as to comply with the laws of that state, but only to the extent necessary to prevent the invalidity of this Agreement or any of its provisions, the imposition of fines or penalties, or the imposition of civil or criminal liability. To the extent permitted by law, Franchisee waives any provision of law which prohibits, or makes unenforceable, any provision of this Agreement.

17.4 Dispute Resolution. In the event of a dispute between the parties in connection with, arising from or relating to this Agreement, including, without limitation, any claim that the Agreement or any provision is invalid or void or voidable, the parties agree to make a good faith effort to resolve the dispute through discussion.

If they are unable to resolve the dispute through discussion, either party may request that the dispute be submitted to mediation before a mutually agreeable mediator in Broward County, Florida in which event the parties shall execute a confidentiality agreement and shall split the mediator's fee. If the parties are unable to agree upon a mediator, the mediator shall be selected by the American Arbitration Association.

If the parties are unable to resolve their differences through discussion and mediation, either party may then either party may then bring suit. Franchisee agrees that the United States District Court for the Southern District of Florida and the courts of the Seventeenth Judicial Circuit of the State of Florida in and for Broward County, Florida are the exclusive venue and forum in which to bring any suit, action or other legal proceeding arising out of or relating to this Agreement, and consents to the jurisdiction of these courts, and agrees not to contest or challenge, the jurisdiction or venue of these courts. FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM. Any litigation will be conducted and resolved on an individual basis only and not a class-wide, multiple plaintiff or similar basis. Any such lawsuit will not be consolidated with any other law suit involving any other person, except for disputes involving affiliates of the parties to such law suit. In any judicial proceeding or appeal thereof, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable legal fees.

17.5 Jurisdiction and Venue. Any judicial action brought by Franchisor may be brought in the United States District Court for the Southern District of Florida, the courts of the Seventeenth Judicial Circuit of the State of Florida in and for Broward County, Florida, or a state court or United States District Court whose jurisdiction encompasses the location of the Store. Any judicial action brought by Franchisee must be brought in the United States District Court for the Southern District of Florida or the courts of the Seventeenth Judicial Circuit of the State of Florida in and for Broward County, Florida. The parties agree not to contest or challenge the jurisdiction or venue of these courts.

17.6 Cumulative Remedies. No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall it be deemed, exclusive of any other right or remedy under this Agreement or provided or permitted by law or equity, but each shall be cumulative of every other right or remedy.

17.7 WAIVER OF JURY TRIAL. FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.

17.8 WAIVER OF PUNITIVE DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISOR AND FRANCHISEE WAIVE ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT EACH SHALL BE LIMITED TO THE RECOVERY OF ONLY ACTUAL DAMAGES.

17.9 Time Limitation to Assert Claim. All claims arising out of this Agreement or the relationship of Franchisee and Franchisor in connection with Franchisee's operation of the Store must be made within 1 year from the occurrence of the facts giving rise to the claim.

17.10 Prior Approval of Franchisor. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor, and such approval or consent must be in writing.

17.11 Force Majeure. Should either party be delayed or unable to perform an obligation under this Agreement because of Force Majeure, the time period for performing the obligation shall be extended for a period equivalent to the period of the delay. Notwithstanding the foregoing, the provisions of this Section 17.11 shall not extend the due date for the payment by Franchisee of any monetary obligations under this Agreement. Upon the occurrence of a Force Majeure event, the affected party shall give prompt notice of the Force Majeure event including the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected. A party shall be liable for failure to give timely notice only to the extent of damages actually caused by the delay in providing the notice. Force Majeure events include acts of God, strikes, lock-outs, labor troubles, inability to purchase materials, power failures, restrictive governmental laws or regulations, civil disturbances, judicial order, casualty, war and other unforeseeable cause reason which is not the fault of the party whose performance is delayed.

17.12 Modification to the System. Franchisee understands and agrees that the System must not remain static if it is to meet changes in technology, competitive circumstances, demographics other marketplace variables, and if it is to best serve the interests of Franchisor, Franchisee and other franchisees. Accordingly, Franchisee agrees that Franchisor may make changes to the System including altering the products, programs, services, methods, standards, policies and procedures of the System; combining the System with another business; modifying the appearance, trade dress, decor, color schemes, design or signage of OXXO Stores and equipment used in OXXO Stores; and changing the Marks and/or adding new marks. Franchisee agrees to accept and comply with the modifications, additions, deletions and substitutions to the System. Franchisor shall not be liable to Franchisee for any expenses or losses sustained by Franchisee because of any required change, and waives any claim, including any claim for breach of contract, breach of fiduciary duty, fraud, or breach of the implied covenant of good faith and fair dealing, because of any modification required by Franchisor.

17.13 Right to Temporarily Operate the Store. If Franchisee is unable to operate the Store because of death or disability, Franchisor may, at its option, temporarily operate the Store for as long as Franchisor deems it necessary without waiving any other rights it may have. Franchisor shall keep the revenues from the operation of the Store in a separate account from which expenses of the Store, including a reasonable management fee to Franchisor and reimbursement of expenses incurred by Franchisor, will be paid. Franchisee agrees to indemnify and hold Franchisor and its representatives harmless from all claims, liabilities damages and expenses, including reasonable attorney's fees, arising out or in connection with the operation of the Store except for claims caused by the gross negligence of Franchisor.

18. ACKNOWLEDGMENTS.

FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS HAD AMPLE OPPORTUNITY TO CONSULT WITH AN ATTORNEY AND OTHER PROFESSIONAL ADVISORS, HAS BEEN GIVEN AN OPPORTUNITY TO CLARIFY ANY PROVISION WHICH FRANCHISEE DID NOT UNDERSTAND, AND IS ENTERING INTO THIS AGREEMENT AFTER HAVING MADE AN INDEPENDENT INVESTIGATION OF THE OXXO LICENSE AND THE MARKET AREA IN WHICH FRANCHISEE WILL OPERATE THE STORE. FRANCHISEE RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES A HIGH DEGREE OF FINANCIAL RISK AND THAT ITS SUCCESS WILL BE LARGELY DEPENDENT UPON THE BUSINESS, MANAGERIAL AND FINANCIAL CAPABILITIES OF FRANCHISEE. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS NOT RECEIVED AND IS NOT RELYING ON, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

EXCEPT FOR FILL IN THE BLANK PROVISIONS AND CHANGES MADE AS A RESULT OF NEGOTIATIONS THAT FRANCHISEE INITIATED, FRANCHISEE ACKNOWLEDGES RECEIVING A COPY OF THE COMPLETE OXXO FRANCHISE AGREEMENT AT LEAST 7 CALENDAR DAYS PRIOR TO SIGNING THIS

AGREEMENT. FRANCHISEE FURTHER ACKNOWLEDGES RECEIVING THE OXXO FRANCHISE DISCLOSURE DOCUMENT AT LEAST 14 CALENDAR DAYS PRIOR TO SIGNING THIS AGREEMENT OR MAKING ANY PAYMENT TO FRANCHISOR.

FRANCHISEE ACKNOWLEDGES THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT MAY VARY SUBSTANTIALLY FROM THOSE CONTAINED IN LICENSES AND FRANCHISES WHICH FRANCHISOR HAS OR MAY GRANT IN THE FUTURE.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year shown on the first page.

Franchisee:

____

____

Franchisor:
International Cleaners, Corp.

By: ________________________________
Title: ______________________________

EXHIBIT 1

MARKS

OXXO CARE CLEANERS
CARE CLEANERS
CARE CARD
HEALTHY GREEN CLEANING YOU'LL FEEL GOOD ABOUT!
KIND TO YOUR CLOTHES FRIENDLY TO THE ENVIRONMENT

EXHIBIT 2

STORE PREMISES AREA

Within 180 days from the date of the Franchise Agreement, Franchisee will select and obtain Franchisor's acceptance of a location for the Store within the following geographical area: ____
____
____.

To obtain Franchisor's acceptance of a proposed location for the Store, Franchisee will submit to Franchisor a complete site report (containing such information requested by Franchisor) and which Franchisee reasonably believes will satisfy the standard site selection criteria established by Franchisor. In considering a proposed location, Franchisor will consider matters it deems material, including the demographic characteristics of the proposed location, traffic patterns, parking, the neighborhood, the proximity of other businesses, including OXXO Stores, and the costs of leasing or purchasing and improving the location.

FRANCHISEE ACKNOWLEDGES AND AGREES THAT FRANCHISOR'S ACCEPTANCE OF A PROPOSED LOCATION DOES NOT REPRESENT A WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE SUITABILITY OF THE PROPOSED LOCATION FOR AN OXXO STORE.

Franchisee understands that Franchisor has the right to terminate the Franchise Agreement if Franchisee fails to obtain acceptance of a location for the Store within 365 days from the date of the Franchise Agreement.

Franchisee:

____

____

Franchisor:
International Cleaners, Corp.

By : ________________________________
Title: _______________________________

EXHIBIT 3

STORE PREMISES

Section 2.1 of the Franchise Agreement is amended to provide that Franchisee is granted a license to operate the Store using the Marks and System at ____ ____ (the "Premises").

Franchisee:

____

____

Franchisor:
International Cleaners, Corp.

By: ____________________________________
Title: __________________________________

EXHIBIT 4

CONDITIONAL ASSIGNMENT OF LEASE

CONDITIONAL ASSIGNMENT

THIS AGREEMENT dated this ______ day of __________________, 201__, by and among International Cleaners, Corp., a Delaware corporation, (the "Franchisor");_________________________ _________________________ (the "Landlord") and ________________________ ("Tenant/Franchisee").

WHEREAS, the Landlord and the Tenant/Franchisee are parties to that certain Lease Agreement dated the ___ day of ________________, 201__ (the "Lease") relating to the premises described in Exhibit "A" attached hereto (the "Premises");

WHEREAS, the Tenant/Franchisee is a Franchisee of Franchisor under that certain **OXXO CARE CLEANERS** Franchise Agreement between Franchisor and the Tenant/Franchisee dated _____________, 201___, relating to the operation of an **OXXO CARE CLEANERS** Franchise at the Premises (the "Franchise Agreement "); and

WHEREAS, in order to assure that an **OXXO CARE CLEANERS** Franchise continues to operate at the Premises, the Landlord hereby grants certain rights to Franchisor under the Lease to protect the Franchisor's interest under the Franchise Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth the parties agree as follows:

1. Notices of Default. The Landlord shall mail to Franchisor at 1874 North Young Circle, Hollywood, Florida 33020, or such other address as Franchisor may specify, copies of all written notices sent to or received from the Tenant/Franchisee, including without limitation, all notices of default, at the time such notices are sent to or received from Tenant/Franchisee.

2. Right to Cure. In the event the Tenant/Franchisee shall be in default under the Lease, Franchisor may (but shall be under no obligation to) cure such default within thirty (30) days after the expiration of any period which Tenant/Franchisee has under the Lease to cure the default, or such longer period of time if the default is not capable of being cured within thirty (30) days and Franchisor is diligently proceeding to cure the default and take immediate occupancy of the Premises without the Landlord's consent. Franchisor may, at any time after taking occupancy, relet the Premises to another **OXXO CARE CLEANERS** franchisee.

3. Conditional Assignment of Lease. Tenant/Franchisee assigns to Franchisor effective as of the Assignment Date and without any further action by or on behalf of Tenant/Franchisee all of the Tenant/Franchisee's right, title and interest under the Lease. This assignment shall be effective, at the option of Franchisor, upon the termination or expiration of the Franchise Agreement or a default under the Lease by Tenant/Franchisee which is cured by Franchisor, and the election by Franchisor to assume the obligations of and replace Tenant/Franchisee as tenant under the Lease (the "Assignment Date"). Tenant/Franchisee agrees that Landlord may rely on a notice of election by Franchisor and will not be

obligated to verify that Franchisor has the right to exercise the right to cause the assignment to become effective. Upon this assignment becoming effective, Tenant/Franchisee shall vacate the Premises.

4. Right to Assign. Tenant/Franchisee shall be permitted to assign its interest under the Lease and all rights and obligations thereunder at any time to Franchisor without Landlord's consent. Franchisor shall be permitted to assign the Lease and all rights and obligations thereunder to another **OXXO CARE CLEANERS** tenant/franchisee, and following the assignment of the Lease to another **OXXO CARE CLEANERS** tenant/franchisee, Franchisor shall have no liability under the Lease.

5. Vacate on Assignment. Tenant/Franchisee agrees that at the time Franchisor exercises its option to become the lessee under the Lease, Tenant/Franchisee will immediately vacate the Premises, without removing any equipment, parts or supplies, except as authorized under the Franchise Agreement and will permit Franchisor to enter upon and take possession of the Premises.

6. Landlord's Reliance. Lessor is authorized to rely solely upon written notice by Franchisor of its option to become the lessee under the Lease, and is relieved of all liability to Franchisor and/or Tenant/Franchisee for any action it takes in so relying that is undertaken in good faith and in the absence of gross negligence or intentional misconduct. Franchisor and Tenant/Franchisee, jointly and severally, agree that they will defend, indemnify and hold Lessor harmless from claims, demands, losses, costs, expenses (including attorneys' fees and court costs), that may arise in any dispute between Franchisor and Tenant/Franchisee with respect to their rights and obligations under this Agreement, including attorney's fees and costs incurred by Lessor in the prosecution of or participation in any suit for declaratory decree, construction or interpretation of this Agreement.

7. Acknowledgment of Rights. Landlord acknowledges Franchisor's rights under the Franchise Agreement, upon reasonable notice to the Landlord, to enter the Premises to take such steps as may be necessary to protect its interest under the Franchise Agreement including the removal of any signs and other uses of the trademarks, service marks, logos, or the like of the Franchisor (without damage to the Premises).

8. Modification of Lease. Landlord and Tenant/Franchisee will not make any material modifications to the Lease without Franchisor's prior written consent, which consent shall not be unreasonably withheld or delayed.

9. Conflict. In the event of any inconsistency between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall supersede and control.

10. Binding Effect. This Agreement shall be binding upon the personal representatives, heirs, successors and assigns of the parties hereto.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, unless the laws of the state where the Premises are located require the application of the laws of such state.

IN WITNESS WHEREOF, this Agreement has been executed the date and year first above written.

FRANCHISOR:
INTERNATIONAL CLEANERS, CORP.

By: ____
Title:____

LANDLORD:

____

By: ____
Title: ____

TENANT/FRANCHISEE

____

____

EXHIBIT A

Premises

EXHIBIT D

MULTI-UNIT DEVELOPMENT AGREEMENT

OXXO

MULTI-UNIT DEVELOPMENT AGREEMENT

BETWEEN

INTERNATIONAL CLEANERS, CORP.

AND

____

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EXHIBITS

Exhibit A	Current form of Franchise Agreement
Exhibit B	Development Area
Exhibit C	Development Schedule
Exhibit D	Assignment of Development Agreement and Guarantee
Exhibit E	Owners
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OXXO

MULTI-UNIT DEVELOPMENT AGREEMENT

THIS MULTI-UNIT DEVELOPMENT AGREEMENT is entered to this ___ day of _____________, 201_ , between International Cleaners, Corp., a Delaware corporation, whose address is 1874 North Young Circle, Hollywood, Florida 33020 ("Franchisor") and _______________________________ _____________________________, whose address is _____________________________________ ____ ("Developer"), with reference to the following facts:

RECITALS

A. Franchisor owns a system (the "System") for the operation of environmentally friendly drycleaning and laundry businesses which include a distinctive exterior and interior store design, color scheme, equipment package, layout, uniform cleaning and laundry methods, unique pre-payment debit card 24-hour pick-up system, procedures for inventory, management and financial control, recommended work flow, customer practices, and policy procedures, operating manual, techniques, sales promotions and specifications prescribed by Franchisor.

B. Franchisor grants licenses to use the OXXO Care Cleaners service mark and other trademarks, service marks, trade names, logos and other commercial symbols specified by Franchisor (the "Marks") in connection with the System.

C. Franchisor grants to qualified persons, who are willing to undertake the required investment and effort, the right to develop and operate multiple OXXO drycleaning businesses in a defined geographic area.

D. Developer recognizes the commercial advantages of utilizing the Marks and System and desires to obtain the right to use the Marks and System.

E. Developer has applied to Franchisor for the right to develop, own and operate OXXO Franchised Units, and has made certain representations concerning Developer's business experience and expertise, management and operational abilities and financial resources. Franchisor is entering into this Agreement in reliance on these representations.

F. Developer represents that it has read this Multi-Unit Development Agreement and Franchisor's Franchise Disclosure Document ("FDD") and has independently investigated the business contemplated by this Multi-Unit Development Agreement. Developer understands that the nature of the business may change over time, that an investment in OXXO drycleaning businesses involves business risks and that the venture's success depends primarily upon Developer's business abilities and efforts.

G. Developer understands the importance of operating OXXO Franchised Units in accordance with Franchisor's high standards and specifications for quality, appearance and service.

H. Developer acknowledges that Developer has not received and is not relying on any warranty, guarantee, or representation, express or implied, as to revenues, profits or success of the business contemplated by this Agreement, or contrary to any statement in Franchisor's Franchise Disclosure Document or the terms in this Agreement.

THEREFORE, in consideration of the representations, covenants, and conditions set forth herein, the parties hereby agree as follows:

1. DEFINITIONS

1.1 Franchise Agreement. "Franchise Agreement" means the then-current form of agreement used by Franchisor to grant franchises to own and operate OXXO drycleaning businesses in the state or states where the Development Area is located. A copy of the current form of Franchise Agreement is attached to this Agreement as Exhibit A.

1.2 Development Area. "Development Area" means the geographic area described in Exhibit B attached to this Agreement.

1.3 Development Schedule. "Development Schedule" means the number of OXXO drycleaning businesses to be opened and operated by Developer and the time frame for doing so, as set forth on Exhibit "C" to this Agreement.

2. GRANT OF RIGHTS

Provided that Developer fully complies with this Agreement, including, without limitation the Development Schedule, and with each Franchise Agreement between Franchisor and Developer, and subject to this Agreement's provisions, Franchisor grants to Developer, the right to own, operate and develop as a minimum the number of OXXO drycleaning businesses in the Development Area set forth on Exhibit "C"; and Franchisor shall not own and/or operate or grant to any person other than Developer a franchise to own and/or operate an OXXO drycleaning business in the Development Area during the term of this Agreement. This Agreement is does not grant Developer the right to use the Marks or operate an OXXO drycleaning business.

Developer must enter into a Franchise Agreement for each OXXO drycleaning business Developer opens pursuant to this Agreement. The procedure for acquiring franchises is set forth in Section 4. Developer may open and operate more than the minimum number of OXXO drycleaning businesses in any development period, upon the approval of Franchisor; however Developer is required to open a minimum of one new OXXO drycleaning business during each development period, even if Developer has satisfied the cumulative number of open OXXO drycleaning businesses in any development period. The rights to use the Marks and the OXXO System are only as set forth in the individual Franchise Agreements. Developer is not granted the right to sub-franchise or to license others to use the Marks or the OXXO System within or without the Development Area. Franchisor reserves the right, without limitation to (i) own and operate and/or grant to others the right to own and operate OXXO drycleaning businesses at locations outside the Development Area and on terms and conditions that Franchisor deems appropriate.

3. TERM AND RENEWAL

3.1 Term. The initial term of this Agreement shall commence on the date this Agreement is signed by the last party to sign and shall expire on the last day of the Development Period, unless sooner terminated in accordance with the terms hereof (the "Initial Term").

3.2 Renewal. Upon expiration of the Initial Term, if Developer is not in default of this Agreement or any Franchise Agreement between Franchisor and Developer, and if Developer has substantially complied with each agreement throughout the term, then Developer shall have the one time option to enter into a Multi-Unit Development Agreement for a renewal term (the "Renewal Term").

3.3 Renewal Procedure. If Developer desires a Renewal Term, at least 180 days before the end of the Initial Term, Developer shall notify Franchisor in writing. Subject to Section 3.2, within 30 days after receipt of Developer’s notice, Franchisor shall deliver to Developer, Franchisor's then current form of Multi-Unit Development Agreement to be executed by the parties, with modifications to reflect the fact that it is for a Renewal Term and not an Initial Term. The modifications shall include, but not be limited to: (i) requirements for Developer to further develop a minimum the number of OXXO drycleaning businesses in the Development Area during the Renewal Term in accordance with a development schedule established by Franchisor; (ii) payment of a Development Fee in an amount equal the minimum number of OXXO drycleaning businesses which must be opened during the Renewal Term times one-half of the then current Initial Franchise Fee; (iii) deletion of provisions for further renewal; and (iv) deletion of provisions for initial training. If required by applicable law, Franchisor shall deliver to Developer, along with the Area Development Agreement, the applicable Franchise Disclosure Document or equivalent disclosure document. Developer's failure or refusal to execute and return the Area Development

Agreement to Franchisor within 20 days after its delivery to Developer shall constitute an election by Developer to not renew.

4. CONDITIONS FOR GRANTS OF FRANCHISES

Franchisor's obligation to grant franchises shall be subject to all the following conditions:

4.1 Location Approval. Each proposed location shall be subject to Franchisor's written acceptance, which Franchisor shall not unreasonably withhold. In accepting or disapproving any proposed location, Franchisor shall have the right to consider any factors that Franchisor deems material, including, without limitation, demographic characteristics of the proposed location, traffic patterns, parking, accessibility, the predominant character of the neighborhood, the proximity to other businesses and other OXXO drycleaning businesses; purchase price; lease terms for the proposed location; the size and appearance of premises; and other physical and commercial characteristics.

4.2 Location Report. Before Franchisor shall be obligated to consider approving a proposed location, Developer shall submit to Franchisor a report concerning the proposed location. Such report shall contain the information that Franchisor requests concerning the proposed location (the "Location Report").

4.3 Developer Information. Before Franchisor shall be obligated to deliver to Developer a Franchise Agreement for any location, Developer shall furnish Franchisor such information about the development and operation of the proposed OXXO drycleaning business, such as pro forma statements and investment and financing plans, that Franchisor requests (the "Developer Information"). Franchisor shall have the right to refuse to grant Developer a franchise for a proposed OXXO drycleaning business if Developer fails to demonstrate to Franchisor's satisfaction sufficient financial capability to properly develop and operate the proposed OXXO drycleaning business or if Developer is in default under any Franchise Agreement.

4.4 Acceptance. Franchisor shall deliver to Developer written notice of acceptance or disapproval of each proposed location within 30 days after Franchisor receives the fully completed Location Report. Developer acknowledges that Franchisor’s consent of a particular location for an OXXO drycleaning business is not an assurance or guaranty that the OXXO drycleaning business will be successor or operate at a profit.

4.5 Lease for Location. Any lease for a proposed location shall conform to the requirements of the Franchise Agreement.

4.6 Failure to Obtain Location. If Developer fails to obtain lawful possession of an accepted location by lease, purchase or other method within 90 days after delivery to Developer of Franchisor's notice of acceptance of the proposed location, Franchisor shall have the right to withdraw approval of the proposed location.

4.7 Quality Standards. Developer's existing OXXO drycleaning businesses must satisfy Franchisor's standards of operation as evidenced by satisfactory results of Franchisor's inspections.

4.8 Payments of Fees. Developer must be and have been in compliance with the payment obligations to Franchisor as set forth in Developer's existing Franchise Agreements.

4.9 Procedure After Acceptance. If Franchisor has accepted a proposed location, Franchisor shall offer Developer a franchise for an OXXO drycleaning business at that location by delivering to Developer a Franchise Agreement for execution by Developer. If required by applicable law, Franchisor shall deliver to Developer together with the Franchise Agreement, the applicable Franchise Disclosure Document, or equivalent disclosure document. Within 30 days after receipt by the Developer, but not earlier than any waiting period required by law, Developer shall execute such Franchise Agreement and return it to Franchisor, with payment of the applicable initial franchise fee. If Developer fails to execute and return the Franchise Agreement with the payment within the 30-day period, Franchisor shall have the right to revoke its offer to grant to Developer a franchise to operate an OXXO drycleaning business at the proposed location and to withdraw its approval of the proposed location.

5. DEVELOPMENT OBLIGATIONS

5.1 Rate. Developer agrees to open OXXO drycleaning businesses according to the Development Schedule and each OXXO drycleaning business must remain open and operating for the term specified in the respective Franchise Agreement. If a cause other than a voluntary act of Developer destroys or damages an open and operating OXXO drycleaning business so that the OXXO drycleaning business cannot continue to operate, Developer shall repair and restore the OXXO drycleaning business to Franchisor's then existing specifications, subject to the applicable provisions of any lease for the OXXO drycleaning business location. The OXXO drycleaning business, or if necessary an OXXO drycleaning business at an approved substitute location, shall be open and operating no later than 9 months from the date of the destruction or damage. In the event of any other involuntary cessation of operations, Developer shall re-open and recommence operating such OXXO drycleaning business no later than 14 days from the date of such cessation of operations. In any of the foregoing circumstances, the OXXO drycleaning business shall continue to satisfy the Development Schedule if it re-opens within the prescribed time. If an OXXO drycleaning business ceases to operate for any other reason or if Developer fails to repair, restore, reopen or recommence operations of an OXXO drycleaning business, such OXXO drycleaning business shall not be included as satisfying the Development Schedule, which may be cause for Franchisor to terminate this Agreement and the Franchise Agreement for that OXXO drycleaning business.

5.2 Consequence of Failure to Satisfy Development Schedule. Developer's failure at any time to satisfy the Development Schedule shall be a default which shall entitle Franchisor to terminate this Agreement as provided in Section 10, unless Developer pays to Franchisor as liquidated damages:

(i) by the 30th day after the date when Developer failed to satisfy the Development Schedule, an amount equal to the initial franchise fee(s) which would have been paid if the OXXO drycleaning business(s) necessary to satisfy the development schedule had been opened; plus

(ii) a monthly royalty fee of $5,000.00 on or before the first day of each month commencing with the second month after the date when Developer failed to satisfy the Development Schedule, and continuing while the Development Schedule remains unsatisfied.

Franchisor may immediately terminate this Agreement if Developer fails to timely make the payments under Sections 5.2 (i) and (ii). If Developer fails to fulfill the Development Schedule in any 2 consecutive Development Periods, this Agreement shall terminate at the option of Franchisor, with no right of Developer to retain the rights granted by payment of the amounts described in Sections 5.2 (i) and (ii). The Development Schedule shall be extended by time lost due to delays resulting from acts of God, strikes, civil disturbances, material or labor shortages or restrictions, enforcement of government regulations or requirements and other similar causes beyond Developer's reasonable control provided, however, that the inability to pay an obligation or acquire a location shall not be deemed to be a cause beyond Developer's control.

5.3 Application. Amounts paid under Section 5.2 (i) shall be credited toward the initial franchise fee for the next OXXO drycleaning business(es) opened by Developer during the term of this Agreement. At the time of execution, the Franchise Agreement shall be modified to reflect credit for Developer's payment pursuant to Section 5.2 (i).

5.4 Records. Developer agrees, at its expense, to maintain and preserve at its principal office full, complete and accurate records pertaining to the development and operation of OXXO drycleaning businesses within the Development Area and Developer's performance of its obligations under this Agreement, including, but not limited to site reports, leases for OXXO drycleaning businesses, supervisory reports on the operation of OXXO drycleaning businesses, records reflecting Developer's financial condition and such records and reports as Franchisor may prescribe from time to time.

Developer shall deliver to Franchisor in the form Franchisor prescribes from time to time:

(i) within 30 days after the end of each quarter of Developer's fiscal year, a quarterly balance sheet for Developer and an income statement for such quarter;

(ii) within 60 days after the end of Developer's fiscal year, a fiscal year end balance sheet for Developer and an income statement for such fiscal year (which Franchisor may require to be reviewed by a Certified Public Accountant); and

(iii) upon Franchisor's request, such other data, reports, information and supporting records.

Each such report and financial statement submitted by Developer shall be verified as correct and signed by Developer. Developer shall immediately report to Franchisor any events or developments which may have a material adverse impact on the operation of any OXXO drycleaning business or Developer's performance under this Agreement.

6. FEES

6.1 Development Fee. Upon execution of this Agreement, Developer shall pay Franchisor a Development Fee equal to $18,000 times the minimum number of OXXO drycleaning businesses to be opened pursuant to the Development Schedule, or a total of _________________ Dollars ($_____). The Development Fee shall be fully earned by Franchisor when paid and shall be non-refundable.

6.2 Initial Franchise Fee. The initial franchise fee for each Franchise Agreement executed by Developer and Franchisor for an OXXO drycleaning business pursuant to the Development Schedule shall be 50% of the then-current franchise fee charged by Franchisor for an OXXO franchise. Simultaneously with the execution of this Agreement, Developer shall execute a Franchise Agreement for the first OXXO drycleaning business and pay an initial franchise fee of $18,000 (50% of the current franchise fee of $36,000).

7. TRADE SECRETS

7.1 Disclosure. Franchisor possesses confidential information consisting of methods of operation, product specifications, purchase and sales statistics, and other methods, techniques, formats, specifications, procedures, information, systems, knowledge of and experience in operating and franchising OXXO drycleaning businesses (the "Trade Secrets"). Franchisor will disclose some or all of the Trade Secrets in the Operating Manual(s) for OXXO drycleaning businesses, the initial training program and in providing guidance and assistance pursuant to this Agreement and the Franchise Agreements.

7.2 Interest and Use. Developer shall acquire no interest in the Trade Secrets other than the right to use them in developing and operating OXXO drycleaning businesses pursuant to the individual Franchise Agreements granted pursuant to this Agreement. Developer acknowledges that it would be an unfair method of competition to use or duplicate any Trade Secrets other than in connection with the operation of OXXO drycleaning businesses.

Developer shall:

(i) not use the Trade Secrets for any purpose other than the operation of OXXO drycleaning businesses pursuant to Franchise Agreements granted by Franchisor;

(ii) maintain absolute confidentiality of the Trade Secrets during and after the term of this Agreement;

(iii) not make unauthorized copies of any portion of the Trade Secrets disclosed in written form; and

(iv) adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets, including, without limitation, restrictions on disclosure to employees of Developer and the use of non-disclosure and non-competition clauses in employment agreements with employees who have access to the Trade Secrets.

7.3 Non-Competition. Developer shall exert substantially full time efforts to the venture that this Agreement contemplates and shall deal exclusively with Franchisor. Because of the difficulty in proving unauthorized use of the Trade Secrets and because Developer will have access to the Trade Secrets during the term of this Agreement and any extension or renewal, Developer (or any shareholder, officer, director and key management personnel, if Developer is a corporation, any member and key management personnel if Developer is a limited liability company or any partner and key management personnel if Developer is a partnership) shall not, during the term of this Agreement or any extension or renewal, directly or indirectly, engage in any business in competition with OXXO drycleaning businesses, either as a disclosed or beneficial owner, proprietor, partner, shareholder, director, officer, manager, employee, principal, agent, representative, lender or consultant. If Developer is or becomes an entity, Developer shall prohibit its shareholders, directors, officers and key management personnel from engaging in such activities during this Agreement and any extension or renewal. This provision shall preclude not only direct competition, but also all forms of indirect competition, such as consultation for competitive businesses or any assistance or transmission of information of any kind or nature that would assist a business competitor of the OXXO System contemplated by this Agreement. However, this section shall not prevent any person from owning for investment purposes, 2% percent or less of the shares of capital stock of a publicly held corporation whose stock is listed and traded on a national or regional stock exchange.

Developer agrees not to employ or seek to employ any person who is at that time, or within the previous 4 months was, employed by Franchisor or another developer or franchisee of the OXXO System, or seek or induce the employee to leave his or her employment with a developer, franchisee or Franchisor.

Developer acknowledges that any violation of the terms of this section will result in irreparable injury to Franchisor and consents to the issuance of an injunction prohibiting any such conduct by Developer which would violate the terms of sections 7.2. and 7.3. and to pay all costs and expenses of Franchisor in enforcing these sections, including, but not limited to, reasonable attorneys' fees.

7.4 Post-Term Covenant Not to Compete. During a period of 2 years, commencing upon termination, expiration or non-renewal of this Agreement for any reason (or the transfer of this Agreement or an individual's interest in Developer), neither Developer, any shareholder (if Developer is a corporation), any member (if Developer is a limited liability company) or partner (if Developer is a partnership), nor any member of Developer's (or a shareholder's, member's or partner's) immediate family, shall have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, lender, director, officer, employee, manager, consultant, representative or agent or in any other capacity in, or perform services for:

(i) any business within the Development Area or if outside the Development Area or within 10 miles of any OXXO drycleaning business; or

(ii) any person, firm or entity that grants or has granted franchises or licenses to others to operate a business that is the same as or similar to an OXXO drycleaning business within the Development Area or within 10 miles of an OXXO drycleaning business that is not within the Development Area.

7.5 Exceptions. The restrictions of section 7.4 shall not prevent any person from owning for investment 2% or less of the total number of shares of capital stock of a publicly held corporation whose stock is listed and traded on a national or regional stock exchange; or OXXO drycleaning businesses operated under Franchise Agreements or other agreements with Franchisor.

8. MARKS

Developer acknowledges that Franchisor owns or has the exclusive right to license to the Marks and that Developer's right to use the Marks shall derive solely from Franchise Agreements executed pursuant to this Agreement. This Agreement does not grant Developer any right to use the Marks. Developer shall use the Marks only in strict conformity with the terms of each applicable Franchise Agreement. All usage of the Marks by Developer, and all good will resulting from such use, shall inure to Franchisor's exclusive benefit.

9. TERMINATION

Franchisor shall have the right, but not the obligation, to terminate this Agreement effective upon delivery to Developer of written notice of termination, if:

9.1 Developer, or a controlling shareholder if Developer is a corporation, or a member if Developer is a limited liability company or a partner if Developer is a partnership, seeks any type of relief under any bankruptcy or insolvency law, or if an involuntary petition in bankruptcy is filed against Developer or a controlling shareholder if Developer is a corporation or a partner if Developer is a partnership, and not dismissed within 60 days of filing. Developer admits in writing its inability to pay its debts as they come due, or makes an assignment for the benefit of creditors, or the appointment of a receiver (permanent or temporary) for any part of Developer's property. Developer expressly and knowingly waives any rights that Developer may have under the Bankruptcy Act to assume this Agreement or any Franchise Agreement, and this Agreement shall be deemed rejected upon the occurrence of this event of default. Developer agrees not to seek any injunctive order from any court in any insolvency proceeding which would have the effect of staying or enjoining this provision and agrees not to oppose any relief which may be sought in a complaint by Franchisor to lift the provisions of the automatic stay of the Bankruptcy Rules.

9.2 Developer fails at any time to satisfy the Development Schedule or fails to make any of the payments set forth in section 5.2:

9.3 Developer, or any shareholder, member or partner, if Developer is a corporation, limited liability company or partnership, attempts to make an unauthorized assignment or transfer of this Agreement or an ownership interest in Developer;

9.4 Developer, or any shareholder, member or partner, if Developer is a corporation, limited liability company or partnership, has made any material misrepresentation or omission in Developer's application for the development rights under this Agreement;

9.5 Developer, or any shareholder, member or partner, if Developer is a corporation, limited liability company or partnership, is convicted of or pleads no contest to a felony or other crime or offense that may adversely affect the goodwill associated with the Marks;

9.6 Developer, or any shareholder, member or partner, if Developer is corporation, limited liability company or partnership, makes any unauthorized use of the Marks or unauthorized use or disclosure of the Trade Secrets;

9.7 Developer fails to comply with any other provision of this Agreement and does not correct such failure with 30 days after written notice of such failure to comply is delivered to Developer;

9.8 Developer fails on 3 or more separate occasions, within any 12 consecutive month period, to comply with this Agreement, regardless of whether such failures to comply are corrected after notice thereof is delivered to Developer;

9.9 Any Franchise Agreement is terminated because of a default by Developer;

9.10 Developer abandons the development relationship;

9.11 A final judgment against Developer remains unsatisfied for a period of 30 days, or a levy of execution is granted against the development rights granted by this Agreement or any OXXO drycleaning business developed pursuant to this Agreement.

If no notice period is set forth, then termination shall be effective upon delivery of such notice.

10. EFFECT OF TERMINATION OR EXPIRATION

10.1 Continuing Obligations. All obligations of Franchisor and Developer under this Agreement that expressly or by their nature survive the expiration, termination or non-renewal of this Agreement shall continue in full force and effect subsequent to and regardless of such expiration, termination or non-renewal until they are satisfied in full or by their nature expire.

10.2 Development Area. After expiration, termination or non-renewal of this Agreement, Franchisor shall have the right to operate or grant franchises or licenses for the operation of OXXO drycleaning businesses in the Development Area.

10.3 Reservations of Rights. Upon expiration or termination of this Agreement, Franchisor shall have the right without limitation, to offer and grant franchises to others or itself to own or operate OXXO drycleaning businesses in the Development Area.

10.4 No Refund. Developer shall not be entitled to a refund or credit for any uncredited portion of the Development Fee upon the termination of this Agreement.

10.5 Expiration of this Agreement does not affect rights of Developer under any Franchise Agreements executed during the term of this Agreement.

10.6 Following the expiration or termination of this Agreement, Developer shall cease holding himself out as a Multi-Unit Developer of Franchisor.

11. ASSIGNMENT

11.1 By Franchisor. Franchisor may assign this Agreement without Developer's consent, provided that the obligations of Franchisor are assumed by the transferee. Following an assignment, Franchisor shall have no further obligations under this Agreement, except for any liabilities which had accrued prior to the assignment. Developer understands that Franchisor may go public, may engage in a private placement of some or all of its securities, may merge with or acquire other companies, or be acquired by another company, and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic, legal or financial restructuring. Developer waives all claims, demands or damages because of any such transaction, including any claim of divided loyalty, breach of fiduciary duty, breach of contract or breach of the implied covenant of good faith and fair dealing. Developer agrees that Franchisor has the right to purchase, sell, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of whether any of the businesses are in the Development Area; however, the businesses will not be operated under the Marks in the Development Area during the term of this Agreement.

11.2 Developer and its Owners May Not Assign Without Franchisor's Approval. Developer understands and acknowledges that the rights and duties created by this Agreement are personal to Developer (and its partners if Developer is a partnership, and members if Developer is a limited liability company, and its shareholders if Developer is a corporation). Franchisor enters this Agreement in reliance upon the individual or collective character, skill, attitude, business ability and financial capacity of Developer (or its partners if Developer is a partnership). Therefore, neither this Agreement nor any interest in this Agreement nor any or all of the ownership interests of Developer may be voluntarily, involuntarily, directly or indirectly, assigned, sold, subdivided, sub-franchised or otherwise transferred by Developer, including without limitation, by incorporation, consolidation, merger, issuance of securities representing an ownership or beneficial interest in Developer, testamentary instrument, declaration of or transfer in trust or the laws of intestate succession, without Franchisor's prior written approval. An assignment shall include the following events: (i) an assignment of this Agreement or the sale of any of the development rights granted under this Agreement; (ii) transfer of ownership of stock of a corporate Developer, or of a partnership interest if the Developer is a partnership, or of a membership interest of a limited liability company Developer; (iii) transfer of an interest in Developer or this Agreement in a divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law; (v) merger or consolidation or issuance of additional securities representing an ownership interest in Developer (or convertible into ownership interest): or (vi) transfer or an interest in Developer or this Agreement in the event of the death of Developer or an owner of Developer by will, declaration of transfer in trust or under the laws of intestate succession. Developer may not pledge this Agreement as collateral or otherwise encumber this Agreement. Any attempt at such an assignment or transfer without prior approval shall constitute a breach of this Agreement, and shall be grounds for immediate termination of this Agreement.

11.3 Assignment Requirements/Procedures. Developer shall notify Franchisor at least 30 days prior to the date any such proposed transfer is to take place, and shall provide such information and documentation as Franchisor may reasonably request. Developer agrees that any such transfer is subject to Franchisor's Right of First Refusal as described in section 12 of this Agreement, and the qualification of the proposed transferee under Franchisor's then current developer selection standards. Any assignment or transfer shall be subject to the conditions required by Franchisor in addition to the prior written consent of Franchisor. Developer understands that the conditions which Franchisor may impose upon an assignment, sale or transfer shall include, but are not limited to, the following:

(i) Satisfaction of all existing obligations of Developer to Franchisor and its affiliates;

(ii) Assignee must agree to assume and discharge all such obligations of assignor to Franchisor;

(iii) Assignee must satisfactorily demonstrate to Franchisor that it meets at least the same financial, managerial and character criteria required of developers dealing directly with Franchisor;

(iv) Developer and the assignee shall not create a security interest in the Area Development Agreement to be executed by the assignee;

(v) Assignee, or a controlling shareholder and manager if the Assignee is a corporation or the managing partner if the Assignee is a partnership, attend and satisfactorily complete Franchisor's initial training program, at a time and place designated by Franchisor, at the Assignee's sole cost and expense;

(vi) Execution of a general release of all claims, to the extent allowed by law, by Developer and the shareholders if Developer is a corporation, members if Developer is a limited liability company and the partners if developer is a partnership;

(vii) Execution by Assignee of the then current form of Area Development Agreement and all other documents customarily required by Franchisor (except that the Development Schedule and initial franchise fee calculation shall be as set forth in this Agreement);

(viii) Payment to Franchisor of a transfer fee in an amount equal to 50% of the then current initial franchise fee for a Plant Store franchise with the request for consent.

(ix) Franchisor must deliver to assignee, as required by the rules and regulations of the Federal Trade Commission or any applicable state requirement, all information required to be delivered at least 15 calendar days or such longer applicable time period prior to consummation of any such proposed assignment or the payment of any consideration therefor.

11.4 No Transfer. Developer has represented to Franchisor that it is entering into this Agreement with the intention of complying with its terms and conditions itself and not for the purpose of resale of the development rights granted under this Agreement or the individual Franchise Agreements granted pursuant to this Agreement. Therefore, Developer agrees that this Agreement may not be assigned prior to the time that at least 33 1/3% percent of the OXXO drycleaning businesses to be developed under this Agreement are opened or under construction in accordance with the Development Schedule.

11.5 Developer's Death and Incapacity. Any transfer by will or intestate succession, or the sale by the executor or administrator of the decedent's estate, shall be considered to be a transfer requiring compliance with the provisions of Section 11.3, including the requirements concerning Franchisor's written approval of the assignee, satisfactorily completion of training, execution of agreements, and the payment of the transfer fee. The rights of Developer's spouse, heirs, personal representative or successors upon the death and/or in the event of incapacity of Developer include the right to transfer or sell to a transferee acceptable to Franchisor within 6 months after the death or incapacity of Developer, which may be extended by Franchisor to a maximum of 12 months for good cause shown. "Incapacity" shall be defined as "that type of incapacity recognized by federal agencies as qualifying an employee as unable to work because of incapacitation." If such a sale is not concluded within that period, Franchisor may terminate this Agreement.

12. FRANCHISOR'S RIGHT OF FIRST REFUSAL

If Developer or its owner(s) shall at any time determine to sell, assign or transfer this Agreement, any Franchise Agreement, an interest in any such agreement, or any ownership interest in Developer, then Developer or its owners shall obtain a bona fide, executed written offer from a responsible and fully disclosed proposed purchaser and submit an exact copy of such offer to Franchisor. Franchisor shall have the right, exercisable by written notice delivered to Developer or its owner(s) within 30 days after receipt of the offer to notify Developer that Franchisor or its designee will purchase the interest for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute cash for any non-cash form of payment proposed in such offer and that Franchisor shall have at least 60 days to prepare for closing. If Franchisor does not exercise this right of first refusal, for a period of 120 days, Developer or its owners may complete the sale to the proposed purchaser pursuant to and on the terms of such offer, subject to Franchisor's approval as provided in Section 11. If the sale to such proposed purchaser is not completed within 120 days after delivery of the offer to Franchisor, or if there is a material change in the terms of the sale, then Franchisor shall again have the right of first refusal.

13. CORPORATE/PARTNERSHIP DEVELOPER

13.1 Limitations on Activities. If Developer is a partnership or if this Agreement is assigned to a legal entity or partnership, such legal entity or partnership shall conduct no business other than the operation of OXXO drycleaning businesses. All partners of any partnership shall be bound jointly and severally to perform Developer's obligations under this Agreement, and shall represent and warrant their percentage ownership interest and that they are all the persons having an interest in this Agreement. The articles of partnership, partnership agreement, articles of incorporation, articles of organization, by-laws, regulations, operating agreement and other organizational documents of such partnership, limited liability company or corporation shall recite that the issuance and transfer of any interest therein is subject to the restriction of this Agreement. All issued and outstanding ownership certificates shall bear a legend referring to the restrictions in this Agreement.

13.2 Offerings by Developer. Securities or partnership interests (hereinafter "securities") in the Developer may be offered to the public, by public or private offering or otherwise, only with the prior written consent of Franchisor. All materials required for such offering by federal or state law shall be submitted to Franchisor for review prior to their being filed with any government agency, or if they are to be used in any exempt offering, shall be submitted to Franchisor for review prior to their use. No offering by Developer shall imply (by use of the trademarks, trade names or service marks of the OXXO System or otherwise) that Franchisor is participating in an underwriting, issuance, or offering of the Developer's securities. Developer agrees to fully indemnify Franchisor in connection with any offering and must require other participants in the offering to also indemnify fully Franchisor. For each proposed offering, Developer shall pay to Franchisor a non-refundable minimum fee of$2,000 or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. Developer shall give Franchisor at least 60 days written notice prior to the effective date of any offering or other transaction covered herein.

14. ASSIGNMENT AND GUARANTY

Developer may, with the written approval of an officer of Franchisor, assign this Agreement to a single purpose legal entity organized for the sole purpose of operating OXXO drycleaning businesses in which only Developer has an ownership interest. Developer agrees not to use any name containing any of the Marks or confusingly similar to the Marks as the legal entity's name. However, if Developer assigns this Agreement to a legal entity, Developer shall guaranty the legal entity's performance under this Agreement by executing the Assignment of Development Agreement and Guaranty attached as Exhibit D hereto.

15. ENFORCEMENT

15.1 Severability and Substitution of Valid Provisions. If any provision of this Agreement may be construed in two ways, one which would make the provision illegal or unenforceable and the other which would make the provision valid and enforceable, the provision shall have the meaning which makes its enforceable. This Agreement is to be read according to its fair meaning and is not to be interpreted strictly against either party. The parties intend that this Agreement be enforceable to fullest extent. If any court or arbiter finds, in a proceeding to which Franchisor is a party, that any provision is not enforceable as written, Franchisor and Developer agree that the provision be amended so that it is enforceable to the fullest extent permissible under applicable law and public policy. The determination by an arbiter or court shall not impair the operation of, or have any effect on the other portions of this Agreement which shall continue to be given full force and effect and bind the parties. The provisions of this Agreement are severable, and the Agreement is to be interpreted as if all invalid or unenforceable provisions were not in the Agreement and partially valid provisions shall be enforced to the extent that they are valid and enforceable. Developer expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is contained within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement. Any provision of this Agreement which imposes an obligation after the termination or expiration of this Agreement shall continue to be binding on the parties after the termination or expiration. If Developer consists of more than one person, each partner shall be liable for the total performance of Developer regardless of their ownership percentage. The Introduction is a part of this Agreement. Section captions are used for convenience and should not be construed as a limitation of the content of the section. Words of any gender used in this Agreement shall include any other gender, and words in the singular shall include the plural, where applicable.

15.2 Specific Performance/Injunctive Relief. Franchisor and Developer may obtain specific performance of this Agreement and injunctive relief against threatened conduct that will cause it losses or damages, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Developer agrees that Franchisor may have such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and Developer's sole remedy in the event of the entry of such injunction shall be the dissolution of such injunction, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived).

15.3 Rights of Parties are Cumulative. The rights of Franchisor and Developer under this Agreement are cumulative. No exercise or enforcement by Franchisor or Developer of any right or remedy shall preclude the exercise or enforcement by Franchisor or Developer of any other right or remedy under this Agreement or which Franchisor or Developer is entitled by law to enforce.

15.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida; however, if this Agreement requires development of an OXXO drycleaning business in a state other than Florida and the laws of that state require terms other than those or in addition to those contained in this Agreement, then this Agreement shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Agreement or any provision, the imposition of fines or penalties, or the creation of civil or criminal liability on account thereof. Any provision of this Agreement, which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction, shall, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability, without invalidating the remaining provisions of this Agreement. Any prohibition against or unenforceability of any provision of this Agreement in any jurisdiction, including the state whose law governs this Agreement, shall not invalidate the provision or render it unenforceable in any other jurisdiction. To the extent permitted by applicable law, Developer waives any provision of law which renders any provision of this Agreement prohibited or unenforceable in any respect. Developer and Franchisor acknowledge that their agreement regarding applicable state law and forum set forth in Sections 15.4, a5.5 and 15.6 provide each party with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Developer and Franchisor further acknowledge that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

15.5 Dispute Resolution

(i) In the event of a dispute between the parties in connection with, arising from or relating to this Agreement, including, without limitation, any claim that the Agreement or any provision is invalid or void or voidable, the parties agree to make a good faith effort to resolve the dispute through discussion. If they are unable to resolve the dispute through discussion, either party may request that the dispute be submitted to mediation before a mutually agreeable mediator in Broward County, Florida in which event the parties shall execute a confidentiality agreement and shall split the mediator's fee. If the parties are unable to agree upon a mediator, the mediator shall be selected by the American Arbitration Association. Notwithstanding anything to the contrary, either party may submit an action for submit an action for specific performance and injunctive relief to arbitration without first submitting the dispute to mediation.

(ii) If the parties are unable to resolve their differences through discussion and mediation, either party may then bring suit. Developer agrees that the United States District Court for the Southern District of Florida and the courts of the Seventeenth Judicial Circuit of the State of Florida in and for Broward County, Florida are the exclusive venue and forum in which to bring any suit, action or other legal proceeding arising out of or relating to this Agreement, and consents to the jurisdiction of these courts, and agrees not to contest or challenge, the jurisdiction or venue of these courts. Any litigation will be conducted and resolved on an individual basis only and not a class-wide, multiple plaintiff or similar basis. Any such law suit will not be consolidated with any other law suit involving any other person, except for disputes involving affiliates of the parties to such law suit.

15.6 Jurisdiction and Venue. Franchisor and Developer irrevocably and unconditionally: (a) agree that any suit, action or legal proceeding arising out of or relating to this Agreement shall only be brought in the United States District Court for the Southern District of Florida and the courts of the Seventeenth Judicial Circuit of the State of Florida in and for Broward County, Florida; (b) consent to the jurisdiction of such courts in any suit, action or proceeding; (c) waive any objection which it may have to the venue of any suit, action or proceeding in any of these courts; and (d) agree that service of any court paper may be effected by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules of the State of Florida.

15.7 Waiver of Punitive Damages. Franchisor and Developer (and its owners and guarantors, if applicable) hereby waive to the fullest extent permitted by law, any right to or claim for punitive or exemplary damages against the other and agree that, in the event of a dispute between them, each shall be limited to the recovery of any actual damages sustained by it.

15.8 Costs and Attorney's Fees. In any judicial proceeding or appeal thereof, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable legal fees.

15.9 Jury Trial Waiver. Franchisor and Developer irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either of them.

15.10 Binding Effect. This Agreement is binding upon the parties and their respective executors, administrators, heirs, assigns and successors in interest, and shall not be modified except by written agreement signed by both Developer and Franchisor.

15.11 Construction. The preambles and exhibit(s) are a part of this Agreement, which constitutes the entire agreement of the parties. There are no other oral or written understandings or agreements between Franchisor and Developer relating to the subject matter of this Agreement. Nothing in this Agreement is intended, or shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. Except where this Agreement expressly obligates Franchisor to reasonably approve or not unreasonably withhold its approval of any action or request by Developer, Franchisor has the absolute right to refuse any request by Developer or to withhold its approval of any action or request by Developers. Headings and paragraphs are for convenience only and do not define, limit, or construe the contents of such sections or paragraphs. The term "Developer" as used herein is applicable to one or more persons, a corporation or a partnership, as the case may be. The singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two or more persons are at any time Developer hereunder, whether or not as partners or joint venturers, their obligations and liabilities to Franchisor shall be joint and several. References to "Developer", "owner" and "transferee" which are applicable to any individual or individuals shall mean, unless expressly made applicable to all shareholders and partners, principal owners of Developer (any person owning of record or beneficially 10% or more of the equity or control of Developer) if Developer or the transferee is a corporation or partnership. This Agreement may be executed in multiple copies, each of which shall be deemed an original.

15.12 Force Majeure. Neither Franchisor nor Developer shall be liable for loss or damage or deemed to be in breach of this Agreement if their failure to perform their obligation(s) results from: (a) transportation shortages, strikes, inadequate supply of equipment, merchandise, supplies, material, or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations, or instructions of any federal, state, or municipal government or any agency thereof; (b) compliance with any law, ruling, order, regulation, requirement, or instruction of any federal, state, or municipal government or any department or agency thereof (other than an order requirement or instruction arising out of a violation of law by Developer); (c) acts of God or the public enemy; or (d) acts or omissions of the other party hereunder. Any delay resulting from any of said causes shall extend performances accordingly or excuse performance, in whole or in part, as may be reasonable, except that such causes shall not excuse payments of amounts owed at the time of such occurrence nor extend the term of this Agreement.

15.13 Indemnification. Developer agrees to defend at his own cost and to indemnify and hold harmless Franchisor, its affiliates, shareholders, directors, officers, employees and agents, from and against any and all losses, costs, expenses (including attorney's fees at all levels), damages, and liabilities arising out of Developer's negligence, breach of contract, or other civil or criminal wrong, resulting directly or indirectly from or pertaining to the conduct of Developer's business.

15.14 Waiver. Failure by either party to enforce any rights under this Agreement shall not be construed as the waiver of such rights. Any waiver, including waiver of default, in any one instance, shall not constitute a continuing waiver or a waiver in any other instance. Any acceptance of money or other performance by Franchisor from Developer shall not constitute a waiver of any default, except as to the payment of the particular payment or performance so received. Should Franchisor at any time agree to reduce Developer's development obligations for any period, such reduction shall not constitute a waiver of Developer's obligations for any subsequent period(s). No custom or practice of the parties shall constitute a waiver of any provisions of this Agreement, and no delay or failure of Franchisor to exercise any right under this Agreement shall constitute a waiver of Franchisor's right to enforce and demand strict compliance within the terms of this Agreement.

16. ENTIRE AGREEMENT

DEVELOPER ACKNOWLEDGES HAVING READ THIS AGREEMENT IN FULL; BEING COGNIZANT OF EACH AND EVERY ONE OF THE TERMS AND PROVISIONS OF THIS AGREEMENT AND BEING AGREEABLE TO THEM; THAT ANY AND ALL PRIOR AGREEMENTS OR UNDERSTANDINGS BETWEEN THE PARTIES, WHETHER ORAL OR WRITTEN, ARE AUTOMATICALLY CANCELED BY THE EXECUTION OF THIS AGREEMENT AND THE DEVELOPER HEREBY RELEASES FRANCHISOR AND ITS AGENTS AND EMPLOYEES FROM ANY AND ALL

CLAIMS, DEMANDS, AGREEMENTS AND LIABILITIES OF EVERY DESCRIPTION WHATSOEVER, WHICH THE DEVELOPER EVER HAD, NOW HAS OR HEREAFTER MAY HAVE, AGAINST ANY OF THE FOREGOING BY REASON OF ANY MATTER, CAUSE OR THING OCCURRING PRIOR TO THE DATE OF THIS AGREEMENT; THAT THE SIGNATURES AFFIXED HERETO WERE AFFIXED AS THE WHOLLY VOLUNTARY ACT OF THE PERSONS WHO SIGNED THIS AGREEMENT; AND THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT CANNOT BE CHANGED OR MODIFIED UNLESS IN WRITING SIGNED BY AN AUTHORIZED CORPORATE OFFICER OF FRANCHISOR; THAT THE DEVELOPER REALIZES THAT THERE CAN BE NO GUARANTY OF SUCCESS, SINCE DEVELOPER'S BUSINESS ABILITY, APTITUDE, AND INDUSTRIOUS DISPOSITION ARE PRIMARY IN DEVELOPER'S SUCCESS. NOTHING IN THIS OR ANY RELATED AGREEMENT, HOWEVER, IS INTENDED TO DISCLAIM THE REPRESENTATIONS WE MADE IN THE FRANCHISE DISCLOSURE DOCUMENT THAT WE FURNISHED TO YOU.

17. NOTICES AND PAYMENTS

17.1 Writing

All notices, requests, demands, payments, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when sent by registered or certified United States mail, postage prepaid, or other form of delivery which provides for a receipt, addressed as follows:

FRANCHISOR: International Cleaners, Corp.
Attention: President
1874 North Young Circle
Hollywood, Florida 33020

DEVELOPER: ______________________________
____
____
____

Either party may change such party's address by giving notice of such change of address to the other party.

17.2 Notice by E-Mail or Facsimile.

In the case of any notice required to be given by Franchisor to Franchisee, e-mail or facsimile transmission, with delivery verified, shall be sufficient notice under this Agreement.

17.3 Mailed Notice

Mailed notices shall be deemed communicated within 3 days from the time of mailing, if mailed as provided in this paragraph, regardless if delivery shall be refused by addressee.

18. ACKNOWLEDGMENTS

Developer hereby acknowledges the following:

18.1 DEVELOPER HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND UNDERSTANDS AND ACKNOWLEDGES THAT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISKS MAKING THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON THE BUSINESS ABILITIES AND PARTICIPATION OF DEVELOPER AND ITS EFFORTS AS AN INDEPENDENT BUSINESS OPERATOR.

18.2 DEVELOPER HAS NO KNOWLEDGE OF ANY REPRESENTATIONS, EITHER WRITTEN OR ORAL, BY FRANCHISOR OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SERVANTS, ABOUT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THIS AGREEMENT OR THE FRANCHISE DISCLOSURE DOCUMENT FURNISHED BY FRANCHISOR. DEVELOPER REPRESENTS, AS AN INDUCEMENT TO FRANCHISOR'S ENTRY INTO THIS AGREEMENT, THAT IT HAS MADE NO MISREPRESENTATIONS IN OBTAINING THIS AGREEMENT.

18.3 DEVELOPER ACKNOWLEDGES THAT FRANCHISOR OR ITS AGENT HAS PROVIDED DEVELOPER WITH A FRANCHISE DISCLOSURE DOCUMENT IN ACCORDANCE WITH FEDERAL AND STATE LAW NOT LATER THAN 14 CALENDAR DAYS BEFORE THE EXECUTION OF THIS AGREEMENT OR THE PAYMENT OF ANY CONSIDERATION. DEVELOPER FURTHER ACKNOWLEDGES THAT DEVELOPER HAS READ SUCH FRANCHISE DOCUMENT AND THIS AGREEMENT IN FULL AND UNDERSTANDS THE CONTENTS.

18.4 DEVELOPER ACKNOWLEDGES THAT ANY AND ALL PRIOR AGREEMENTS OR UNDERSTANDINGS BETWEEN THE PARTIES, WHETHER ORAL OR WRITTEN, ARE AUTOMATICALLY CANCELED BY THE EXECUTION OF THIS AGREEMENT AND DEVELOPER HEREBY RELEASES FRANCHISOR AND ITS AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, AGREEMENTS AND LIABILITIES OF EVERY DESCRIPTION WHATSOEVER, WHICH DEVELOPER EVER HAD, NOW HAS OR HEREAFTER MAY HAVE, AGAINST ANY OF THE FOREGOING BY REASON OF ANY MATTER, CAUSE OR THING OCCURRING PRIOR TO THE DATE OF THIS AGREEMENT.

18.5 DEVELOPER ACKNOWLEDGES THAT DEVELOPER HAS HAD AMPLE OPPORTUNITY TO CONSULT WITH DEVELOPER'S OWN ATTORNEYS, ACCOUNTANTS AND OTHER ADVISORS AND THAT THE ATTORNEYS FOR FRANCHISOR HAVE NOT ADVISED OR REPRESENTED DEVELOPER WITH RESPECT TO THIS AGREEMENT OR THE RELATIONSHIP THEREBY CREATED.

18.6 DEVELOPER, TOGETHER WITH DEVELOPER'S ADVISERS, HAS SUFFICIENT KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS TO MAKE AN INFORMED INVESTMENT DECISION WITH RESPECT TO THE DEVELOPER'S RIGHTS.

18.7 DEVELOPER ACKNOWLEDGES THAT THE SIGNATURES AFFIXED HERETO WERE AFFIXED AS THE WHOLLY VOLUNTARY ACT OF THE PERSONS WHO SIGNED THIS AGREEMENT.

18.8 DEVELOPER ACKNOWLEDGES THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT CANNOT BE CHANGED OR MODIFIED UNLESS IN WRITING SIGNED BY AN AUTHORIZED CORPORATE OFFICER OF FRANCHISOR.

18.9 DEVELOPER IS AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE DEVELOPERS OF FRANCHISOR MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT(S), AND CONSEQUENTLY THAT FRANCHISOR'S OBLIGATIONS AND RIGHTS WITH RESPECT TO ITS VARIOUS FRANCHISEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES.

The parties hereto have executed, and delivered this Agreement on the day and year first above written.

FRANCHISOR:
International Cleaners, Corp.

By: ______________________________

Title: ____________________________

DEVELOPER:

EXHIBIT "A"

CURRENT FORM OF OXXO FRANCHISE AGREEMENT

EXHIBIT "B"

TO OXXO MULTI-UNIT DEVELOPMENT AGREEMENT

Development Area referred to in Section 1.2 shall be:

FRANCHISOR:
INTERNATIONAL CLEANERS, CORP.

DEVELOPER:

By: ______________________________ ____________________________________

Title: _____________________________ ____________________________________

EXHIBIT "C"

TO OXXO MULTI-UNIT DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

Development Period	Cumulative Number of Stores to be Opened
______________	______________
______________	______________
______________	______________
______________	______________
______________	______________
______________	______________

* Three ATM Units equal one Store

FRANCHISOR:
International Cleaners, Corp.

By:______________________________

Title:____________________________

DEVELOPER:

____

____

EXHIBIT "D"

TO OXXO MULTI-UNIT DEVELOPMENT AGREEMENT

ASSIGNMENT OF MULTI-UNI DEVELOPMENT AGREEMENT AND GUARANTY

This Agreement, made this ____ day of ___________, 201__, by and among ____________ _________, ("Assignor"), ____, ("Assignee"), and International Cleaners, Corp., a Delaware corporation ("Franchisor").

Witnesseth:

Whereas, Franchisor and Assignor did enter into an agreement dated __________, 201__ (the "Multi-Unit Development Agreement") wherein and whereby Assignor became entitled to certain rights and privileges and subject to certain duties and obligations, all as more particularly described in the Development Agreement; and

Whereas, Assignor is desiring of transferring all of Assignor's right, title and interest in and to such Multi-Unit Development Agreement to Assignee, and Assignee is desirous of accepting such transfer; and

Whereas, such transfer shall be ineffective and of no force or effect without the consent thereto by Franchisor.

Now, Therefore, in consideration of the sum of $10.00, and other good and valuable consideration exchanged among the parties, the receipt and sufficiency of which are acknowledged, it is AGREED:

1. Assignor by these presents does sell, grant, assign and convey unto Assignee all of Assignor's right, title and interest in and to the Multi-Unit Development Agreement.

2. Assignee hereby expressly assumes all of the terms, covenants and conditions under the terms of the Multi- Unit Development Agreement, and expressly agrees to be bound thereby.

3. The assignment of the Multi-Unit Development Agreement by Assignor shall not constitute a novation as between Franchisor and Assignor, and Franchisor's consent to such assignment shall not in any manner relieve or release Assignor from responsibility, financial or otherwise, under and pursuant to the Multi-Unit Development Agreement, and Assignor does hereby unconditionally guaranty the performance by Assignee of all of the terms,

covenants and conditions of the Multi-Unit Development Agreement, and does expressly guaranty payment by Assignee of all sums payable by Assignee to Franchisor pursuant to the Multi-Unit Development Agreement or any renewal, extension or modification of the Multi-Unit Development Agreement, and pursuant to any franchise agreement(s), contract(s) or arrangement(s) entered into in connection with or pursuant to the Development Agreement.

In connection with Assignor's unconditional guaranty, Assignor consents and agrees that: (1) his liability shall be joint and several; (2) he shall render any payment or performance required under the Multi-Unit Development Agreement upon demand if Assignee fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Assignee 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 Assignee 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 Assignor's guaranty, which shall be continuing and irrevocable during the term of the Multi-Unit Development Agreement.

4. The parties expressly ratify and reaffirm the Multi-Unit Development Agreement, and the terms, covenants, and conditions therein contained.

5. Nothing herein contained shall in any way operate to modify or abrogate any requirement(s) in the Multi-Unit Development Agreement respecting any further or future assignment of the Multi-Unit Development Agreement, or the rights or obligations thereunder, in whole or in part.

6. Expressly subject to the terms herein contained, Franchisor does hereby consent to the within Assignment.

In Witness Whereof, the parties hereto have set their respective hand and seal the day and year first above written.

Assignor:

____

____

Assignee:

____

____

FRANCHISOR:
International Cleaners, Corp.

By:___________________________________

Title: ________________________________

EXHIBIT E

TO THE MULTI-UNIT DEVELOPMENT AGREEMENT
BY AND BETWEEN INTERNATIONAL CLEANERS, CORP.
AND ______________________________

DATED ____________________________

Owners

Owner: List the full name and mailing address of each person or entity who directly or indirectly owns an equity or voting interest in DEVELOPER, and describe the nature of the interest.

Name:____________________________	Number of Shares Owned: ______________
Address: __________________________	Number of Shares Entitled to Vote: _______
__________________________________	% of Total Shares: ____________________
__________________________________	Other Interest (Describe): ______________
Name:____________________________	Number of Shares Owned: ______________
Address: __________________________	Number of Shares Entitled to Vote: ______
__________________________________	% of Total Shares: ____________________
__________________________________	Other Interest (Describe): ______________
Name:____________________________	Number of Shares Owned: ______________
Address: __________________________	Number of Shares Entitled to Vote: _______
__________________________________	% of Total Shares: ____________________
__________________________________	Other Interest (Describe): ______________

EXHIBIT F

PERSONAL GUARANTY

The undersigned, in order to induce International Cleaners, Corp., a Delaware corporation ("Franchisor"), to enter into or permit assignment of a certain OXXO Multi-Unit Development Agreement ("Multi-Unit Development Agreement"), dated the _____ day of _ ____________,201___ ,to or with ____ ______ ("Corporation"), irrevocably and unconditionally, jointly and severally, personally guarantees to Franchisor, its successors or assigns, the prompt, full payment and performance of all obligations of the Corporation which are or may become due and owing to Franchisor, including, but not limited to, all obligations arising out of the Development Agreement, all franchise agreements and any other agreement between the Franchisor and Corporation, and all extensions or renewals thereof, in the same manner as if the agreements were executed between Franchisor and the undersigned.

The undersigned expressly waive(s) any and all notices and demands. This Personal Guaranty shall not be affected by the modification, extension, or renewal of any agreement between Franchisor and Corporation, the taking of a note or other obligation from Corporation or others, the taking of security for payment, the granting of extension(s) of time for payment, the filing by or against Corporation of bankruptcy, insolvency, reorganization or other debtor's relief afforded Corporation pursuant to the present or future provision of the Federal Bankruptcy Act or any other state or federal statute or by the decision of any court, or any other matter, whether similar or dissimilar to any of the foregoing; and this Personal Guaranty shall cover the terms and obligations of any such modifications, notes, security agreements, extensions, or renewals. The obligations of the undersigned shall be unconditional, notwithstanding any defect in the genuineness, validity, regularity, or enforceability of the Corporation's obligations or liability to Franchisor, or any other circumstances whether or not referred to herein, which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

This is a continuing, irrevocable, unconditional and absolute guaranty of payment and performance and the undersigned agree(s) that the undersigned's liability on this Personal Guaranty shall be immediate and shall not be contingent upon the exercise or enforcement by Franchisor of whatever remedies it may have against Corporation or others, or the enforcement of any lien or realization upon any security Franchisor may at any time possess.

The undersigned further covenant and agree that as long as Corporation owes any monies to Franchisor (other than royalty and advertising fee payments that are not past due), Corporation will not pay, and the undersigned will not accept, payment of any part of any indebtedness owed by Corporation to the undersigned, or any one of the undersigned if more than one person, either directly or indirectly, without the consent of Franchisor.

If this Personal Guaranty is executed by more than one individual, each person executing this Personal Guaranty shall be jointly and severally liable for the obligations created herein.

This Personal Guaranty shall remain in full force and effect until all obligations arising out of and pursuant to the Development Agreement and any other agreement between Franchisor and Corporation (including, but not limited to monetary obligations), including all renewals and extensions thereof, are fully paid and satisfied, notwithstanding the termination or expiration of the relationship set forth in the Development Agreement or any other agreement between Franchisor and the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date set forth below.

______________________________	______________________________
(Witness)	(Signature without title)
______________________________	______________________________
(Witness)	(Signature without title)

Date: ________________________

EXHIBIT E

OPERATIONS MANUAL TABLE OF CONTENTS

OXXO® CARE CLEANERS FRANCHISE COMPLIANCE AND OPERATIONS MANUAL

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Stains

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Section E

The OXXO® Care Cleaning Process

EXHIBIT F

FINANCIAL STATEMENTS

Financial Statements and Independent Auditors' Report

International Cleaners, Corp.

December 31, 2019, 2018 and 2017

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HERNANDEZ & TACORONTE, P.A.
Certified Public Accountants

Independent Auditors' Report

To the Directors of
International Cleaners, Corp.

Report on the Financial Statements

We have audited the accompanying financial statements of International Cleaners, Corp., which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of income and retained earnings and cash flows for the years ended December 31, 2019, 2018 and 2017, 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.

Auditors' 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 audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of International Cleaners, Corp. as of December 31, 2019 and 2018 and the results of its operations and its cash flows for the years ended December 31, 2019, 2018 and 2017, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of a Matter

As discussed in Note 7, the Company adopted Financial Accounting Standards Board Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers (Topic 606) in 2019.

/Hernandez & Tacoronte, P.A.

Miami, Florida
March 20, 2020

8500 West Flagler Street • Suite B-208 • Miami, Florida 33144
Tel: (305) 225-8646 • Fax: (305) 226-2446

International Cleaners, Corp.
Balance Sheets
December 31, 2019 and 2018

Assets

	2019	2018
Current Assets		
Cash	$ 2,037	$ 36,682
Trade accounts receivable, net	152,582	172,436
Due from employees	4,005	1,000
Inventories	240,879	228,051
Due from affiliates	2,171,084	1,716,489
Total current assets	2,570,587	2,154,658
Property and Equipment, net	18,658	22,128
Intangible Assets, net	213,890	247,223
Other assets	1,625	-
Total assets	$ 2,804,760	$ 2,424,009

Liabilities and Stockholders' Equity

	2019	2018
Current Liabilities		
Accounts payable	$ 96,740	$ 80,635
Income taxes payable	22,700	39,471
Franchisee deposits	88,000	95,500
Deferred franchise fees	70,975	88,843
Bank line of credit	274,182	274,084
Due to stockholders	780,525	495,773
Total current liabilities	1,333,122	1,074,307
Deferred Franchise Fees	552,471	491,399
Stockholders' Equity		
Common stock – 100 shares of $1,000 par value, authorized, issued and outstanding	100,000	100,000
Paid-in capital	400,000	400,000
Retained earnings	419,167	358,304
Total stockholders' equity	919,167	858,304
Total liabilities and stockholders' equity	$ 2,804,760	$ 2,424,009

The accompanying notes are an integral part of these statements.

International Cleaners, Corp.
Statements of Income and Retained Earnings
For the years ended December 31, 2019, 2018 and 2017

	2019	2018	2017
Revenues			
Franchise royalty revenues and fees	$ 879,337	$ 931,101	$ 684,359
Sales of equipment and supplies	165,648	110,958	68,536
Other revenues	30,197	136,482	293,093
Total revenues	1,075,182	1,178,541	1,045,988
Expenses			
Cost of revenues	152,064	143,081	101,336
General and administrative	802,122	886,467	828,820
Amortization and depreciation	37,433	37,433	37,333
Total expenses	991,619	1,066,981	967,489
Operating income before income taxes	83,563	111,560	78,499
Provision for Income Taxes			
Currently payable	(22,700)	(27,100)	(13,150)
Deferred	-	-	-
	(22,700)	(27,100)	(13,150)
Net Income	60,863	84,460	65,349
Retained earnings, January 1,	358,304	273,844	208,495
Retained earnings, December 31,	$ 419,167	$ 358,304	$ 273,844

The accompanying notes are an integral part of these statements.

International Cleaners, Corp.
Statements of Cash Flows
For the years ended December 31, 2019, 2018 and 2017

	2019	2018	2017
Increase (Decrease) in Cash:			
Cash flows from operating activities			
Net income	$ 60,863	$ 84,460	$ 65,349
Adjustments to reconcile net income to net cash provided by operating activities			
Amortization and depreciation	37,433	37,433	37,333
Change in assets and liabilities			
(Increase) decrease:			
Accounts receivable	19,854	(85,009)	(3,233)
Due from employees	(3,005)	1,800	2,050
Due from affiliates	(454,595)	(172,535)	(328,446)
Inventory	(12,828)	(15,107)	(4,621)
Other assets	(1,625)	-	-
Increase (decrease):			
Accounts payable	16,105	11,057	44,728
Income taxes payable	(16,771)	31,484	1,325
Franchisee deposits	(7,500)	45,500	4,500
Deferred revenue	24,179	18,127	(102,000)
Due to stockholders	19,025	90,524	176,376
Deferred franchise fees	284,752	(35,875)	90,125
Net cash provided by (used in) operating activities	(34,113)	11,859	(16,514)
Cash flows from investing activities			
Line of credit advances, net	98	15,180	51,163
Net cash provided by investing activities	98	15,180	51,163
Cash flows from financing activities			
Equipment acquisitions	(630)	(1,687)	(23,820)
Net cash used in financing activities	(630)	(1,687)	(23,820)
Increase (Decrease) in Cash	(34,645)	25,352	10,829
Cash at January 1,	36,682	11,330	501
Cash at December 31,	$ 2,037	$ 36,682	$ 11,330

Supplementary Cash Flow Disclosures:

	2019	2018	2017
Cash paid for income taxes	$ 31,113	$ -	$ 12,264
Cash paid for interest	$ 24,996	$ 22,983	$ 16,052

The accompanying notes are an integral part of these statements.

Note 1 – Organization and Summary of Significant Accounting Policies

Organization and Nature of Operations

International Cleaners, Corp. was incorporated in Delaware in March 2011. The Company owns a system for the operation of environmentally friendly dry cleaning and laundry businesses which include, among other items, a distinctive exterior and interior store design, color scheme, equipment package, layout and uniform cleaning and laundry methods. The Company franchises dry cleaning and laundry stores under the trade name OXXO Care Cleaners in the United States of America.

Basis of Financial Statement Presentation

The Company's accounting policies and reporting practices conform with accounting principles generally accepted in the United States of America.

Revenue Recognition

Franchise royalties are based on a percentage of the monthly sales of franchised stores and are recognized as revenue as earned. Franchise fees are deferred when received and are recognized as revenue over the contract term of each respective franchise agreement, generally ten years, once the stores are opened. Revenue from sales of equipment and supplies to franchisees is recognized when the equipment and supplies are shipped to the franchisees, which is when the related performance obligations are satisfied. Contract assets are included in trade accounts receivable and contract liabilities are included in deferred franchise fees.

Trade Accounts Receivable

Trade accounts receivable are reported net of an allowance for doubtful accounts. The allowance is based on management's estimate of the amount of receivables that will actually be collected.

Inventories

Inventories are stated at the lower of cost or net realizable value and consist of equipment for sale and supplies. Cost is determined using the specific identification method.

Property, Equipment and Depreciation

Property and equipment are stated at cost. Depreciation and amortization are provided on the straight-line basis over the estimated useful lives of property and equipment, generally 5 to 15 years.

Intangible Assets

The Company's finite-lived assets, consisting of acquired franchising rights, are amortized on a straight-line basis over 15 years.

Franchisee Deposits

Franchisee deposits consist of funds advanced to the Company by new franchisees to pay for construction and equipment for new stores. These deposits are recognized as revenues as the new stores are opened.

Note 1 – Organization and Summary of Significant Accounting Policies, Continued

Advertising

Advertising costs are expensed as incurred.

Income Taxes

Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due or deferred related primarily to differences between the bases of certain assets and liabilities for financial and tax reporting purposes. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. At December 31, 2019, the Company did not have any deferred tax assets or liabilities.

The Company evaluates all significant tax positions as required by accounting principles generally accepted in the United States of America. The Company has determined that no additional amounts are required to be accrued for taxes or related penalties and interest for any tax position taken through December 31, 2019. The Company's prior and current federal tax returns are subject to potential examination by the Internal Revenue Service, generally for three years after filing. Currently, no tax year is under examination.

Reclassifications

Certain amounts for 2018 and 2017 have been reclassified to conform to classifications adopted in 2019. The reclassifications did not affect total assets, liabilities, stockholders' equity, or net income as previously reported

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting standards requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 – Trade Accounts Receivable

At December 31, 2019, the Company had recorded trade receivables of $168,004 net of an allowance for uncollectible accounts of $15,422.

Note 3 – Related Party Transactions

At December 31, 2019, $780,525 was due to a stockholder. This payable does not bear interest and there are no specific provisions for repayment.

The Company is affiliated with several companies through common ownership and or management. At December 31, 2019, $2,171,084 was due from affiliates. These receivables do not bear interest and there are no specific provisions for repayment. In May 2011, the Company acquired franchising rights from an affiliate for $500,000. As part of the assignment of franchising rights, the affiliate is exempt from paying royalty fees on the sales of its store locations until June 30, 2020.

Note 4 – Property and Equipment

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

Office equipment	$ 10,404
Furniture	5,677
Leasehold improvements	16,777
	32,858
Less accumulated depreciation and amortization	14,200
	$ 18,658

Note 5 – Intangible Assets

At December 31, 2019, the Company's intangible assets consisted of franchising rights of $500,000, net of accumulated amortization of $286,110.

Note 6 – Bank Line of Credit

The Company has two revolving bank lines of credit, with a combined credit limit of $275,000, at variable interest rates. The lines of credit are collateralized by substantially all of the Company's assets. Principal is payable on demand and interest is payable monthly. At December 31, 2019, outstanding advances totaled $274,182.

Note 7 – Implementation of New Accounting Guidance

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers which replaced most existing revenue recognition guidance in accounting standards generally accepted in the United States of America. The standard requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services.

The Company adopted the requirements of the new guidance effective January 1, 2019, the first day of the Institute's fiscal year, using the modified retrospective approach. Adoption of the new guidance resulted in minor changes to the Company's accounting policies for revenue recognition previously described in prior years. The adoption of this standard did not materially change the timing or amount of revenues recognized by the Company. Accordingly, an adjustment to beginning retained earnings was not necessary

Note 8 - Subsequent Events

In preparing the financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through March 20, 2020, the date the financial statements were available to be issued.

EXHIBIT G

LIST OF FRANCHISEES

FRANCHISEES AS OF DECEMBER 31, 2019

Plant Stores

Prusso Corporation (Jose Guilermo Leon)
1070 Alton Road
Miami Beach, Florida 33139
(954) 538-0665

Pelagus Holding, LLC (Pierre Kopec)
4231 NW 107th Avenue
Doral, Florida 33178
(305) 718-8288

RJ LLC (Jackeline Fashka)
20708 Biscayne Boulevard
Aventura, Florida 33180
(305) 933-9915

Perez Vargas USA Corporation (Uriel Perez & America Vargas)
1935 West Avenue- #101
Miami Beach, Florida 33139
(305) 604-5887

EccoGreen Cleaners LLC (Emilio Ganan and Paz Ganan)
Village of Merrick Park
324 Altara Avenue
Coral Gables, Florida 33146
(305) 441-2996

Jet of North Bay Village Inc. (Elias Tahhan and Graciela Tahhan)
1550 Kennedy Causeway
North Bay Village, Florida 33141
(305) 861-3699

Green-Salva Cleaners, LLC (Leonardo Manosalva)
Paraiso Parc Shopping Center
15733 Pines Boulevard
Pembroke Pines, Florida 33027
(954) 447-2869

H.E.N.L.O. Investments, Corp. (Judith Vaszquez)
18601 NW 87th Avenue - Bay 27
Miami Gardens, Florida 33015
(305) 829-3111

JRM76 Corp. (Jesus Medrano)
11081 Southern Boulevard, Suite 140
Royal Palm Beach, Florida 33411
(561) 514-8519

Super Genesis, LLC (Luis Roa)
8727 Stirling Road
Cooper City, Florida 33328
(954) 318-4500

Prusso Corporation (Jose Guillermo Leon)
1540 Venera Avenue
Coral Gables, Florida 33146
(305) 661-6126

G.I. Holdings, LLC (Gianni Iannelli)
3451 NE 1st Avenue, #190
Miami, Florida 33137
(786) 472-2945

Giro Group LLC (Francesco Cardiello)
5110 Eldorado Parkway, Suite 250
Frisco, Texas 75034
(214) 705-7739

Franca Leon's Investment Corporation (Franca Leon Castellanos)
3310 Mary Street
Coconut Grove, Florida 33133
(305) 444-1718

Maury Group Inc. (Gustavo Maury)
2355 Vanderbilt Beach Road, #110
Naples, Florida 34109
(239) 566-9840

12 Cleaners LLC (Jonathan Zighelboim)
1501 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
(305) 505-9220

ARC 94 Cleaners NCF, Inc. (Consuelo Regueiro)
12147 S. Orange Blossom Trail
Orlando, Florida 32837
(407) 284- 1491

Fishman & Marrero Inc. (Kadir Marrero and Jesica Fishman)
1805 NE 123rd Street
North Miami, Florida 33181
(305) 456-9356

GQ Group NCF Cleaners, LLC (Guillermo Gallegos and Alexander Quintanilla)
2430 E. Highway 50
Clermont, Florida 32837
(354)-404-8483

Job Investor LLC (Beatriz Figueira and Juan Carlos Lara)
4873 PGA Boulevard
Palm Beach Gardens, Florida 33418
(561) 328-6352

Garces Care Services, LLC (Milton Vargas and Silvia Garces)
1275 Eldridge Parkway, Suite 110
Houston, Texas 77077
(414) 280-4265

KDA Investment Group (Alain Moindron)
555 N. Federal Highway # 18-20
Boca Raton, Florida 33432
(561) 419-8707

Weston Eco Cleaners, LLC (Juan Carlos Leon)
1390 Weston Road #1160
Weston, Florida 33326
(305) 900-9736

Kaipun LLC (Pierre Kopec)
9525 NW 41st Street
Doral, Florida 33178
(305) 471-0006

Anodrac Enterprises, LLC (Dennis Cardona & Joao Fernandes)
300 Oxford Road, Unit #103
Oxford, Connecticut 06478
(203) 828-6066

Drop Stores

Perez Vargas USA Corporation (Uriel Perez & America Vargas)
2001 Biscayne Boulevard
Miami, Florida 33137
(305) 576-2003

Pelagus Holdings, LLC (Pierre Kopec)
10724 NW 74th Street
Doral, Florida 33178
(305) 718-8853

Franca Leon's Investment Corporation (Franca Leon Castellanos)
Mary Brickell Village
901 South Miami Avenue
Miami, Florida 33130
(305) 604-5887

Super Genesis, LLC (Luis Rosa)
12248 Miramar Parkway, Suite 108-A
Miramar, Florida 33025
(954) 318-4500

12 Cleaners LLC (Jonathan Zighelboim)
2180 Wilton Drive
Wilton Manors, Florida 33305
(954) 533-6594

Fishman & Marrero Inc. (Kadir Marrero and Jessica Fishman)
9554 Bay Harbor Terrace
Bay Harbor Island, Florida 33154
(305) 944-5567

Giro Group, LLC (Francesco Cardiello)
2208 Dallas Parkway
Plano, Texas 75093
(214) 705-7739

RJ LLC (Jackeline Fashka)
Rodeo Shops
18501 W. Dixie Hwy #25
North Miami Beach, Florida 33180
(305) 933-9915

Kaipun LLC (Pierre Kopec)
5241 NW 87th Avenue
Doral, Florida 33178
(305) 431-3383

ARC 94 Cleaners Lake Nona, Inc. (Consuelo Regueiro)
12278 Narcoossee Road #105
Orlando, Florida 32832
(407) 730-7110

Job Investor LLC (Beatriz Figueira and Juan Carlos Leon)
971 Village Blvd #102
West Palm Beach, Florida 33409
(561) 318-7739

GF Mimi LLC (Gianfranco Ciccone and Francisco Cicone)
6630 Biscayne Blvd
Miami, Florida 33138
(786) 472-2946

ARC 94 Cleaners Winter Park, Inc. (Consuelo Regueiro)
1907 Aloma Ave
Winter Park, Florida 32792
(515) 867-4075

Franca Leon's Investment Corporation (Franca Leon Castellanos)
15365 S. Dixie Hwy Unit #5
Palmetto Bay, Florida 33157
(786) 716-9031

Green-Salva Cleaners LLC (Leonardo Manosalva)
10600 Pines Blvd
Pembroke Pines, Florida 33025
(754) 204-6869

Pérez Vargas USA Corporation (Uriel Pérez & America Vargas)
636 Crandon Blvd Unit #12
Key Biscayne Florida 33149
(786) 234-5885

Geon Corp. (Jose Guillermo Leon)
243 NE 3rd Street, Unit #3
Miami, Florida 33132
(305) 661-6126

Pérez Vargas USA Corporation (Uriel Perez & America Vargas)
921-923 W. 39th Street
Miami Beach, Florida 33140
(786) 234-5885

Pérez Vargas USA Corporation (Uriel Perez & America Vargas)
9023 Biscayne Boulevard
Miami Shores, Florida 33138
(786-660-9056

Job Investor LLC (Beatriz Figueira & Juan Carlos Leon)
143 Donald Ross Road
Palm Beach Gardens, Florida 33418
(561)328-6352

Warehouse Plant

Pérez Vargas USA Corporation (Uriel Perez & America Vargas)
1360-62 NW 54th Street
Miami, Florida 33142
(786) 660-9056

Franchise agreements signed but store not open

Garces Care Services, LLC (Milton Vargas and Silvia Garces)
13346 Briar Forest Dr.
Houston, Texas 77077
(414) 280-4265

Job Investor LLC (Beatriz Figueira)
3414 Primrose Ct # 102
Palm Beach Gardens, Florida 33410
(786) 616-2526

Franca Leon's Investment Corporation (Franca Leon Castellanos)
8658 NW 99th Path
Doral, Florida 33178
(786) 714-9489

Franca Leon's Investment Corporation (Franca Leon Castellanos)
8658 NW 99th Path
Doral, Florida 33178
(786) 714-9489

Franca Leon's Investment Corporation (Franca Leon Castellanos)
8658 NW 99th Path
Doral, Florida 33178
(786) 714-9489

KDA Investment Group LLC (Alain Moindron)
1900 SW 8th Street
Miami, Florida 33135
(786) 553-8341

ARC 94 Cleaners (Consuelo Regueiro)
400 Countyline Court #13
Oakland, Florida 34707
(407)- 780-7197

Prusso Corporation (Jose Guillermo Leon)
8658 NW 99th Path
Doral, Florida 33178
(786) 714-9489

JRM 76 LLC (Jesus Medrano)
15750 SW 48th Drive
Miramar, Florida 33027
(561) 514-8519

Area Developer

The counties of Alice, Baker, Bradford, Brevard, Citrus, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist, Hamilton, Hernando, Hillsborough, Lafayette, Lake, Levy, Marion, Nassau, Orange, Osceola, Pasco, Pinellas, Polk, Putnam, Seminole, St. Johns, Sumter, Suwannee, Union and Volusia, Florida

GQ Group NCF Cleaners, LLC (Guillermo Gallegos & Alexander Quintanilla)
1037 Harmony Lane
Clermont, Florida 34711
(352) 988-2361

EXHIBIT H

FORMER FRANCHISEES

*Ecco Cleaners, LLC (Emilio Ganan and Paz Ganan)
Miami, Florida 33172
(786) 271-0000

Capital Dry Clean LLC (Cristiano Assis & Kristin Assis)
Wilton Manors, Florida 33334
(954) 856-5028

*Maury Group, Inc. (Gustavo Maury)
Bradenton, Florida 34202
(941) 727-7106

*Weston Eco Cleaners, LLC (Juan Carlos Leon)
Weston, Florida 33327
(954) 604-5040

*GQ Group NCF Cleaners (Alexander Quintanilla & Guillermo Gallegos)
Clermont, Florida 34711
(352) 988-2361

*Piu Cleaners, LLC (Juan Carlos Leon)
Weston, Florida 33327
(954) 604-5040-0665

Br Treats, LLC (Jose Bozo) - two transfers
Miramar, Florida 33027
(954) 816-9851

*Still a Franchisee

EXHIBIT I

FRANCHISEE ORGANIZATIONS WE HAVE CREATED, SPONSORED OR ENDORSED

None

EXHIBIT J

INDEPENDENT FRANCHISEE ORGANIZATIONS

None

EXHIBIT K

STATE ADDENDA

CALIFORNIA

APPENDIX TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

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

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

Under California law the maximum rate of interest which can be charged is generally 10% per annum.

Section 31125 of the California Corporations Code requires the Franchisor to give the Franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

Item 3 of the franchise disclosure document is amended to include:

Neither we nor any person or franchise broker identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

The Franchise Agreement and Multi-Unit Development Agreement contain a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement and Multi-Unit Development Agreement contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are not enforceable.

Article 8, Section 20040.5 of the California Franchise Relations Act states that a provision in a franchise agreement restricting venue to a forum outside California is void with respect to any claim arising under or relating to a franchise agreement involving a franchise business operating within California. Therefore, the provisions in the Franchise Agreement, Multi-Unit Development Agreement and Warehouse Plant License designating the United States District Court for the Southern District of Florida or the courts of the Seventeenth Judicial Circuit of the State of Florida as the venue for litigation may not be enforceable under California law.

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

Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement and Area Development Agreement require application of the laws of the State of Florida. This provision may not be enforceable under California law.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

FLORIDA

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF FLORIDA

For franchises offered in the State of Florida, Item 12 Territory is modified by adding to the paragraph pertaining to Multi-Unit Development Agreements:

> "In the counties of Alice, Baker, Bradford, Brevard, Citrus, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist, Hamilton, Hernando, Hillsborough, Lafayette, Lake, Levy, Marion, Nassau, Orange, Osceola, Pasco, Pinellas, Polk, Putnam, Seminole, St. Johns, Sumter, Suwannee, Union and Volusia, Florida, development areas will be defined by zip codes. The number of Plant Stores, Drop Stores and ATM Units which the multi-unit developer commits to open will be determined based on the population in the development area as defined by the Developer and approved by Franchisor."

MICHIGAN

NOTICE REQUIRED BY THE STATE OF MICHIGAN

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents and your franchised business is located in Michigan, the provisions are void and cannot be enforced against you.

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

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

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

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

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

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

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

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

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

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

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

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

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, 670 Law Building,525 W. Ottawa Street, Lansing, Michigan 48913, telephone: (517) 373-7117.

NEW YORK

ADDENDUM TO DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF NEW YORK

The cover page is amended by adding the following:

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. 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 PROSPECTUS.

The following is inserted into the disclosure document following the Table of Contents:

FACTORS TO BE CONSIDERED

WE MAY ASSIGN A FRANCHISE AGREEMENT OR MULTI-UNIT DEVELOPMENT AGREEMENT WITHOUT ENSURING THAT THE ASSIGNEE OR TRANSFEREE IS ABLE, FINANCIALLY OR OTHERWISE, TO PERFORM THE OBLIGATIONS OF THE FRANCHISOR UNDER THE AGREEMENTS.

THIS FACTOR SHOULD BE TAKEN INTO ACCOUNT IN DETERMINING WHETHER OR NOT TO PURCHASE THE FRANCHISE.

Item 3 is modified to read:

Neither IC, any predecessor, person identified in item 2 or an affiliate offering franchises under our principal trademark:

A. 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, or any 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.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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.

C. 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.

Item 4 is modified to read:

Neither IC, its affiliates, its predecessors or its officer during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer of IC held this position in the company or partnership.

The following is added between the exhibits and Receipts:

FRANCHISOR'S REPRESENTATIONS

Franchisor represents that the registered prospectus does not knowingly omit any material fact or contain any untrue statement of a material fact.

ADDENDUM TO FRANCHISE AGREEMENT
BETWEEN
INTERNATIONAL CLEANERS, CORP. ("FRANCHISOR") AND
____ ("FRANCHISEE")

The parties to the attached Franchise Agreement dated _________, 201__, agree as follows:

1. Paragraph 4.2.4 is amended by adding "Provided, however, that all rights arising in Franchisee's 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 the General Business Law, sections 687.4 and 687.5 be satisfied."

2. Paragraph 11.2 (i) is amended by adding "The general release will exclude claims for breaches of any rights conferred upon Franchisee by the provisions of Article 33 of the General Business Law of the State of New York and related regulations."

3. Paragraph 17.3 is amended by adding "Having the Agreement governed by and construed in accordance with the laws of the State of Florida shall not be deemed a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the General Business Law of New York and the related regulations.

FRANCHISOR:
INTERNATIONAL CLEANERS, CORP.

____
By: ____________________________________
Title: __________________________________

____
FRANCHISEE:

____

ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT
BETWEEN
INTERNATIONAL CLEANERS, CORP. ("FRANCHISOR") AND
____ ("DEVELOPER")

The parties to the attached Multi-Unit Development Agreement dated ___________, 201__, agree as follows:

1. Paragraph 11.3 (vi) is amended by adding "The general release will exclude claims for breaches of any rights conferred upon Franchisee by the provisions of Article 33 of the General Business Law of the State of New York and related regulations."

2. Paragraph 15.4 shall be amended by adding "Having the Agreement governed by and construed in accordance with the laws of the State of Florida shall not be deemed a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the General Business Law of New York and the related regulations."

FRANCHISOR:
INTERNATIONAL CLEANERS, CORP.

By: ____
Title: ______________________________________

DEVELOPER:

____

EXHIBIT L

WAREHOUSE PLANT LICENSE

FRANCHISE AGREEMENT

BETWEEN

INTERNATIONAL CLEANERS, CORP., A DELAWARE CORPORATION

AND

____

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FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this __ day of , _______, 201_, between International Cleaners, Corp., a Delaware corporation, ("Licensor"), and _____________ _________________________________ ("Licensee").

INTRODUCTION

Licensor owns a system (the "System") for the operation of environmentally friendly drycleaning and laundry businesses.

Licensee operates at least 5 franchised OXXO Drop Stores or has entered into an Area Developer or Multi-Unit Development Agreement pursuant to which Licensee has agreed to open at least 5 OXXO Drop Stores and has requested permission from Licensor to open a Warehouse Plant from which Licensee will perform the drycleaning and laundry services for Licensee's OXXO Stores.

Licensee understands and acknowledges the importance of operating the business licensed under this Agreement in accordance with Licensor's high standards and specifications for quality, appearance and service.

In consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. DEFINITIONS. Except where specifically defined otherwise, the capitalized terms used in this Agreement shall have the following meanings.

1.1 Affiliate. The term "Affiliate" shall mean any person, partnership, corporation or other entity that (a) directly or indirectly owns or controls, (b) is directly or indirectly owned or controlled by or (c) is under common control with a person, partnership, corporation or other entity. Control or controls means owning 50% or more of the voting shares of a corporation or membership interest in a limited liability company, being a general partner of a partnership or having the right to elect or designate 50% or more of the members of the board of directors of a corporation or similar governing body of a non-corporate entity.

1.2 Confidential Information. The term "Confidential Information" shall mean all information supplied to Licensee or to which Licensee becomes exposed prior to or during the term of this Agreement which is, if in writing, marked by Licensor as confidential, secret or proprietary or, if not in writing, is described within 10 days of Licensee's exposure to the information as confidential, secret or proprietary in a written memorandum furnished to Licensee by Licensor.

1.3 Controlling Principals. Controlling Principals means any person or group of people or legal entity who, directly or indirectly, have voting control of Licensee or the authority to bind the Licensee.

1.4 Drycleaning. The term "Drycleaning" means the providing of drycleaning, laundry, alterations, drapery cleaning and related ancillary services to wholesale or retail customers.

1.5 OXXO Stores. The term "OXXO Stores" means businesses which offer Drycleaning services using the Marks. There are two types of OXXO Stores: (i) Plant Stores which are locations where the Drycleaning and laundry services are performed on site, (ii) Drop Stores which are locations that do not perform Drycleaning services on site, and (iii) ATM Units which are unmanned locations where clothing and other items only may be dropped off and picked up by customers.

1.6 Legal Requirements. The term "Legal Requirements" shall mean (a) all laws, ordinances, regulations, rules, administrative orders, decrees and policies of the United States, the state in which the Warehouse Plant is located and any other governmental agency or department and any regional or local government authority wholly or partially within the state in which the Warehouse Plant is located, and (b) judicial and administrative decisions applicable to the development or operation of Warehouse Plants or this Agreement.

1.7 Licensor's Property. The term "Licensor's Property" shall mean the Marks, System and the Confidential Information.

1.8 License Fee. The term "License Fee" shall mean the amount payable to Licensor monthly prescribed in section 4.4.

1.9 Marks. The term "Marks" shall mean the trademarks, service marks and other commercial symbols set forth on Exhibit 1.9 and other marks which may be designated by Licensor in the future, which Marks are either owned by Licensor or have been licensed to Licensor with the right to grant a license to Licensee.

1.10 Gross Revenues. The term "Gross Revenues" shall mean the revenues received by Licensee from any retail business conducted upon or from the Warehouse Plant, whether for cash, check, credit, credit card, exchange (including the value of all goods and services accepted in lieu of cash payment) or otherwise. Gross Revenues will include all amounts received for services performed for retail customers at the Warehouse Plant, including transactions where the customer drops off and picks up the items at the Warehouse Plant or where the items are picked up and/or dropped off by Licensor at the customer's address and the Drycleaning is performed at the Warehouse Plant. Each charge or sale upon credit will be treated as a sale for the full price on the day when the charge or sale is made, regardless of the time when Licensee receives payment. There shall be no deduction for uncollected or uncollectible credit accounts, for bad debts or other losses, for employee discounts or cash shortages. Gross Revenues do not include (i) the amount of any sales tax or other similar tax imposed by a taxing authority, separately collected by Licensee and actually paid to the governmental authority, (ii) refunds to customers provided the original sale was included in Gross Revenues, and (iii) Gross Revenues received for performing Drycleaning services for OXXO Plant Stores and OXXO Drop Stores owned by Licensee.

2. GRANT OF LICENSE.

2.1 Grant. In reliance on the representations and warranties of Licensee and its Controlling Principals, Licensor grants to Licensee, and Licensee accepts, upon and subject to the terms, conditions and limitations of this Agreement, a limited term, non-transferable (except as expressly provided in this Agreement) license to operate a Warehouse Plant at _________________ ____ __________ (the "Premises"). The business to be operated at the Premises is referred to as the "Warehouse Plant." This license is for the Premises only and does not grant Licensee any area, market or territorial rights. Licensee may not relocate the Plant Warehouse without the prior written consent of Licensor. The granting of this license does not mean that the operation of a Warehouse Plant will be profitable. Licensee agrees that Licensor's granting of this license does not impose any liability on Licensor.

2.2 Limited License. Licensee acknowledges that Licensee's rights under this Agreement are limited to operating a Warehouse Plant at the Premises for the purpose of providing Drycleaning services for OXXO Stores operated by Licensee. Licensee shall not provide Drycleaning services to retail customers at or from the Warehouse Plant including over the counter or through pick up and delivery service, nor shall Licensee provide Drycleaning services for any business other than an OXXO Store. This grant of rights shall be strictly construed, and nothing herein shall vest in Licensee any right, title or interest in and to any aspect of the OXXO System and the Marks and goodwill associated with them. Licensee acknowledges and agrees that all use of the Marks by Licensee and any goodwill resulting from Licensee's use of the Marks shall inure to the exclusive benefit of Licensor.

2.3 Representation. Licensee and Controlling Principals have represented to Licensor that they are entering into this Agreement with the intention to comply fully with the obligations to construct and operate a Warehouse Plant and not for the purpose of reselling the right to develop the Warehouse Plant. Licensee and Controlling Principals acknowledge and understand that Licensor has granted the license in reliance on the business skill, financial resources, personal character of, and expectations of performance by, Licensee and the Controlling Principals, and that the rights and obligations of Licensee under this Agreement may not be transferred separate from Licensee's franchises for OXXO Stores and any Area Developer Agreement or Multi-Unit Development Agreement between Licensor and Licensee and this license may only be transferred in accordance with Article 10.

3. SITE SELECTION, PLANS AND CONSTRUCTION

3.1 Licensee's Responsibility to Locate a Site. Licensee assumes all cost, liability, expense and responsibility for locating, obtaining and developing a site for the Warehouse Plant, and for constructing and equipping the Warehouse Plant at the site. Licensee is advised to not make any binding commitment with respect to a site for the Warehouse Plant until the site has been accepted by Licensor. Licensee acknowledges that the selection, acquisition development of the location for the Warehouse Plant is Licensee's responsibility; in discharging this responsibility Licensee shall consult with real estate and other professionals of Licensee's choosing; and that Licensor's approval of for Licensee to operate a Warehouse Plant Licensor's approval of a site and the rendering of assistance in the selection and development of a site does not constitute a representation, promise, warranty or guarantee, express or implied, by Licensor that the operation of a Warehouse Plant will be profitable.

3.2 Zoning Clearances, Permits and Licenses. Licensee shall be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Store premises. Prior to beginning the construction of the Store, Licensee shall (i) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Store, and (ii) certify in writing to Licensor that the insurance coverage specified in Section 7 is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. Upon written request, Licensee shall provide to Licensor copies of Licensee's insurance policies or certificates of insurance and copies of all such approvals, clearances, permits and certifications.

3.3 Build-Out of Warehouse Plant. Licensee shall commence and diligently pursue construction or remodeling (as applicable) of the Warehouse Plant in accordance with the plans approved by Licensor. During the time of construction or remodeling, Licensee shall provide Licensor with periodic reports regarding the progress of the construction or remodeling as may be reasonably requested by Licensor. In addition, Licensor may make on-site inspections as it may deem reasonably necessary to evaluate the construction. Licensee shall notify Licensor of the scheduled date for completion of construction or remodeling at least 30 days prior to the scheduled completion date. Within a reasonable time after the date of completion of construction or remodeling, Licensor may conduct an inspection of the Warehouse Plant. Licensee acknowledges and agrees that Licensee will not begin performing Drycleaning in the Warehouse Plant without the written authorization of Licensor, and that authorization to begin operations shall be conditioned upon Licensee's strict compliance with this Agreement.

4. TERM.

4.1 Initial Term. The term of this license commences on the date that this Agreement is signed and end on the date Licensee ceases to operate any OXXO Stores unless sooner terminated under the terms of this Agreement.

5. FEES.

5.1 License Fee. Licensee does not have the right to service retail customers at or from the Warehouse Plant. However, should Licensee be given permission by Licensor to service retail customers, Licensee must pay a license fee based on Gross Revenues at the same rate being charged for Plant Store and Drop Stores franchises being granted on the date the Warehouse Plant is granted permission to have retail customers. Gross Revenues include all amounts received, whether for cash, check, credit, credit card, exchange (including the value of all goods and services accepted in lieu of cash payment) or otherwise, for services performed for retail customers at the Warehouse Plant, including transactions where the customer drops off and picks up the items at the Warehouse Plant or where the items are picked up and/or dropped off by Licensor at the customer's address and the Drycleaning is performed at the Warehouse Plant. License fees shall be paid no later than the 5th day of the following month.

5.2 Advertising Fee. Should Licensee provide services to retail customers, recognizing the value of marketing, advertising and sales promotion to the goodwill and public image of the System, Licensee agrees to pay to Licensor a monthly advertising fee in an amount equal to the greater of 1% of Gross Revenues or $200. The advertising fee shall be paid no later than the 5th day of the following month. The advertising fee account is not a trust or escrow account, and Licensor has no fiduciary obligations regarding the fees. Licensor will determine all matters relating to advertising, public relations and promotional campaigns, and is not required to allocate or spend advertising fees for the benefit of any particular licensee or group of licensees on a pro rata or proportional basis. Licensor may credit or rebate all or a portion of one or more licensees' advertising fee for use in regional or local advertising, or as a rebate in the form of a promotional, display or other allowance conditioned upon participation in a program specified by Licensor. It is anticipated that contributions to the advertising fund will be expended in the fiscal year during which the contributions are made. Any funds not spent in the year collected will be spent in the subsequent year.

5.3 Late Charges. If any payment is received by Licensor more than 5 days after the due date, Licensee shall pay Licensor, in addition to the overdue amount, the greater of a late payment service charge of 5% of the overdue amount (but under no circumstances less than $50) or interest on such overdue amount from the date it was due until payment is received at 18% per annum, compounded annually (but not in excess of the maximum interest rate permitted by law). Entitlement to service charges or interest shall be in addition to any other remedies Licensor may have.

5.4 Electronic Payment. All fees and other amounts due and payable to Licensor pursuant to this Agreement shall be paid on the due date, or if the due date is a banking holiday on the next business day, by Licensee to Licensor at the address specified by Licensor, at Licensor's option, by check, cashier's check, wire transfer or electronic or ACH funds transfer initiated by Licensor, whichever Licensor directs and which may be changed from time to time by Licensor at its discretion. Licensee's financial institution through which payment by electronic or ACH funds initiated by Licensor must be a member of the National Automated Clearing House Association (NACHA). Licensee agrees to execute and deliver to Licensee's bank and to Licensor those documents necessary to authorize electronic or ACH withdrawals. Licensee agrees not to terminate the authorization as long as this Agreement is in effect or close the bank account without prior notice to Licensor and the establishment of a substitute bank account permitting withdrawals by Licensor.

5.5 Offset against Debit Card Revenue. If any payment is not received when due, Licensee authorizes Licensor to deduct from debit card revenue from the Warehouse Plant and/or OXXO Stores owned by Licensee or an Affiliate or Licensee, all sums owed by Licensee to Licensor.

5.6 No Refunds. Except as specifically provided in this Agreement, all payments under this Agreement are non-refundable.

5.7 Sales Tax. Licensee shall pay to Licensor any sales tax, gross receipts tax or similar tax imposed on Licensor with respect to any payments to Licensor under this Agreement.

5.8 No Withholding. Licensee agrees not to withhold the license fee or advertising fee under any circumstances.

6. OBLIGATIONS OF LICENSOR

6.1 Warehouse Plant Improvements. Licensor shall advise Licensee on drycleaning and/or laundry equipment and the other miscellaneous equipment and fixtures which must be purchased and installed by Licensee in order to operate the Warehouse Plant in accordance with the Licensor's specifications, and shall provide a recommended preliminary design and layout for the equipment and fixtures to be installed in the Warehouse Plant. The cost of permits and construction shall be borne by Licensee.

6.2 Training. Licensor shall provide a training program for Licensee's designated manager. It is understood and agreed that such training shall be at no charge to Licensee for the first person attending the training; provided, however, that all salaries, travel and living expenses for Licensee's personnel shall be borne by Licensee. Additional employees may attend the training program if space is available upon payment of Licensor's then current training program charge.

7. OBLIGATIONS OF LICENSEE.

7.1 Satisfactorily Complete Training. Licensee's manager shall, prior to the Warehouse Plant beginning operation, complete to Licensor's reasonable satisfaction, the training program provided by Licensor at its Florida training facility, or at such other location as may be designated by Licensor. Any persons employed by Licensee to manage the Warehouse Plant must complete Licensor's training program. Licensee agrees that the Warehouse Plant will not be managed on a regular basis by anyone who has not satisfactorily completed the training program and Licensor's drycleaning equipment maintenance and repair program. If the Warehouse Plant is not being managed by someone who has satisfactorily completed the training program, Licensor may appoint a manager to oversee the Warehouse Plant operations on Licensee's behalf. Licensor's appointment of a manager of the Warehouse Plant does not relieve Licensee of its obligations or constitute a waiver of Licensor's right to terminate this license under Section 12. Neither Licensor nor any manager appointed by Licensor is liable for any debts, losses, costs or expenses incurred in the operation of the Warehouse Plant or to any creditor of Licensee. Licensor may charge a reasonable fee for management services and cease to provide management services at any time.

7.2 Approved Equipment. Licensee shall purchase the proprietary drycleaning equipment from Licensor or a designated supplier and all other equipment and fixtures necessary to operate the

Warehouse Plant from suppliers approved or designated by Licensor. The equipment and fixtures shall be installed as recommended by the equipment manufacturer and vendor.

7.3 Equipment Maintenance. To maintain maximum efficiency and productivity at all times and to keep all machinery, equipment and fixtures used in the operation of the Warehouse Plant in excellent working condition, Licensee shall implement a preventive maintenance program. All necessary repairs shall be promptly completed. As machinery, equipment and fixtures require replacement, Licensee shall replace them with the types and kinds of machinery, equipment and fixtures then being specified by Licensor. Licensee shall obtain the consent of Licensor prior to the purchase and installation of any additional machinery, equipment or fixtures. Licensor's consent shall not be withheld unreasonably.

7.4 Uniformity. Licensee understands and acknowledges the importance of maintaining high standards of quality and service among all OXXO Stores. Licensee further acknowledges that the Marks have established prestige and goodwill and are well recognized by the public. Accordingly, Licensee agrees to operate the Warehouse Plant in accordance with the specifications, standards and operating procedures prescribed from time to time by Licensor. In no event will the Warehouse Plant be operated or services be rendered in any manner or circumstances that would injure the prestige and goodwill of Licensor and the Marks. Licensee agrees to provide only those services approved by Licensor and not to deviate from Licensor's standards and specifications. If Licensee sells any service in violation of this Agreement, Licensee will, immediately upon notice from Licensor: (i) cease and desist from offering or selling the unauthorized or unapproved service and (ii) pay to Licensor, on demand, a prohibited service fine in the amount of $500 per day for each day the unauthorized or unapproved service is offered or sold by Licensee. The prohibited service fine shall be in addition to all other remedies available to Licensor under this Agreement or at law.

7.5 Approved Suppliers. Licensee agrees to purchase all supplies, equipment, soaps, chemicals, cleaning fluids, bar code tags, garment bags and boxes, hangers, signs and other material and printed forms from suppliers approved by Licensor who demonstrate, to the continuing reasonable satisfaction of Licensor, the ability to meet Licensor's then current standards and specifications. Licensee acknowledges that Licensor specifically reserves the right, in the event that Licensor deems it desirable to preserve Licensor's standards of uniformity, appearance, quality and service, to require Licensee to purchase machinery, equipment, fixtures and supplies from designated or approved suppliers or in accordance with specifications prescribed by Licensor. Licensee acknowledges the importance of using only products which are environmentally friendly, and that it is reasonable for Licensor to not to approve any products or supplies which Licensor, in its sole discretion, determines does not meet its environmental standards.

7.6 Compliance with Law. Licensee shall obtain in its name all required licenses, permits and certificates relating to the operation of the Warehouse Plant. Licensee shall operate the Warehouse Plant in full compliance with all applicable federal, state and local laws, ordinances and regulations, including without limitation laws relating to environmental protection matters, workers compensation insurance, unemployment insurance, withholding, and payment of federal, state, and local income taxes, social security taxes and sales taxes.

7.7 Access to Premises and Daily Sales Data. Licensee shall permit Licensor or its authorized agents to enter the Premises and conduct such inspections as it deems necessary to ascertain if Licensee is complying with this Agreement and the standards, specifications and procedures prescribed by Licensor. The inspections may be conducted without notice at any time when Licensee or an employee of Licensee is at the Premises. Licensor agrees to perform the inspections in a manner which minimizes interference with the operation of the Warehouse Plant. Licensee agrees to cooperate with Licensor and its representatives in the inspection by rendering any assistance reasonably requested. Licensee shall immediately correct and/or eliminate any deficiencies and/or defects noted in the inspection reports submitted by Licensor to Licensee. Licensee agrees that Licensor shall have the right to access all financial, product, service and customer data and information produced by or stored in Licensee's point of sale computer system or any remote data base storing data and information pertaining to the Warehouse Plant.

7.8 Use of Marks. Licensee agrees (i) to use the Marks only in the manner specified by Licensor, (ii) to use the Marks only for the operation of the Warehouse Plant, (iii) not to use the Marks as part of any corporate or other legal name, (iv) to file fictitious name registrations required by applicable law, (v) to execute all documents reasonably requested by Licensor or its legal counsel to obtain protection for the Marks or to maintain the continued validity and enforceability of the Marks, (vi) not to use any of the Marks as part of an internet domain name or web site or e-mail address without the prior written approval of Licensor, which approval may be granted or withheld in the discretion of Licensor, and (vii) not to do anything which could adversely affect Licensor's ownership of the Marks. Licensee agrees to immediately notify Licensor of any infringement of the Marks and of any challenges to Licensee's use of any of the Marks. Licensor has sole discretion as to what action, if any, should be taken, and the right to control exclusively any settlement, litigation or other proceeding arising out of any alleged infringement, challenge or claim. Licensee agrees to cooperate with Licensor in preventing the infringement or misuse of the Marks and agrees to be named as a party in any legal action if requested by Licensor. The legal expenses incident to Licensee's participation in a proceeding at Licensor's request shall be paid by Licensor.

7.9 Pick-up and Delivery Service. Licensee does not have the right to service retail customers at or from the Warehouse Plant which includes not offering pick-up and delivery service. However, should Licensee be given permission to service from the Warehouse Plant retail customers and offer pick-up and delivery service, subject to the rules and guidelines established by Licensor, Licensee may offer pick-up and delivery services. Licensee acknowledges that Licensor may adopt and modify in its discretion guidelines and rules regulating pick-up and delivery services, including the geographic area in which a licensee may offer pick-up and delivery service, and Licensee agrees to comply with the then current guidelines and rules. Vehicles used for pick-up and delivery service must be approved by Licensor, must have approved OXXO branding, must be equipped with GPS tracking equipment and software ("GPS System") approved by Licensor, and must be maintained in accordance with the manufacturer's recommended service criteria. Licensee agrees that Licensor (or Licensor's designated representative) will have the right at all times to retrieve any data and information from Licensee's GPS System that Licensor deems appropriate. Licensee must discontinue pick-up and delivery service to any customer located within the designated delivery area of an OXXO Store and turn over to the owner of the OXXO Store the customer's account. Licensee will not receive any compensation for the accounts turned over to an OXXO Store. Licensee shall pay to Licensor, on demand, a pick-up and delivery service fine in the amount of $250 per day for each day Licensee uses a vehicle which is not wrapped in approved OXXO branding or provides pick-up and delivery service within the delivery area of another OXXO Store or uses a vehicle which does not have a working, approved GPS System. The pick-up and delivery service fine shall be in addition to all other remedies available to Licensor under this Agreement or at law.

7.10 Power of Attorney for Tax Returns. Licensee irrevocably appoints Licensor as its special attorney-in-fact with full power and authority to execute and deliver such forms and documents as may be necessary to obtain copies of any returns and reports filed by Licensee with any state or federal taxing authority relating to the Warehouse Plant.

8. INSURANCE; INDEMNIFICATION.

8.1 Required Insurance. Throughout the term of this Agreement, Licensee shall maintain in full force and effect, at Licensee's expense, insurance naming Licensee and Licensor as insured parties and protecting Licensee and Licensor against any demand or claim for personal injury, death or property damage, or any loss, liability or expense arising out of or occurring upon or in connection with the Warehouse Plant, including vehicles used in the business. The insurance shall be written by an insurance company licensed in the state where the Warehouse Plant is located and acceptable to Licensor, and shall include, at a minimum, the following:

8.1.1 Liability Insurance. Comprehensive or commercial general liability insurance, including personal injury, contractual liability, property damage, environmental liability and fire damage coverage, as well as comprehensive automobile liability coverage for owned and non-owned vehicles, in the amount of not less than $1,000,000 per occurrence;

8.1.2 Property Insurance. All risk property insurance in an amount sufficient to cover the cost of replacement (without deduction for depreciation) covering the equipment and fixtures used in the operation of the Warehouse Plant;

8.1.3 Business Interruption Insurance. Insurance in an amount sufficient to cover expenses, including rent, compensation for Warehouse Plant personnel, contractual obligations and lost profit, for a period of not less than 12 months;

8.1.4 Bailee Insurance. Bailee insurance on customer's goods; and

8.1.5 Additional Insurance. Such additional coverage and/or higher policy limits as may be required by good business practices. Licensor recommends that Licensee carry pollution/environmental liability insurance, including environmental clean-up coverage, in the amount of not less than $1,000,000.

Prior to the Warehouse Plant beginning operations and at least 10 days before expiration of any policy, Licensee shall deliver to Licensor a certificate of insurance reflecting that the insurance coverage is in effect, and upon request a copy of the policy(ies). Each policy shall provide that the policy may not be canceled or materially modified without 30 days prior written notice to Licensor. If the insurance requirements of the lease for the Premises exceed those then being required by Licensor, Licensee's obligation to maintain adequate insurance shall include, without limitation, the additional requirements under such lease. If Licensee fails or refuses to maintain required insurance coverage, or to furnish satisfactory evidence of coverage and of payment of premiums, Licensor, at its option and in addition to other rights and remedies it may have, may, but shall not be required to, obtain the insurance coverage on behalf of Licensee. Licensee shall reimburse Licensor, on demand, any costs and premiums incurred by Licensor.

8.2 Indemnification. Licensee shall hold Licensor, its officers, directors, shareholders, employees and agents harmless from all claims, obligations, and expenses directly or indirectly arising out of Licensee's operation of the Warehouse Plant, use of the Marks or the transfer of this Agreement, the Warehouse Plant or any interest therein, in any manner not in accordance with Licensee's obligations under this Agreement and applicable law. For purposes of this indemnification, "claims" shall mean and include all obligations, all direct, incidental and consequential damages, and all costs reasonably incurred in the defense of any claim against Licensor, including without limitation reasonable accountants, attorneys, attorney assistants and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and related travel and living expenses. Licensor shall have the right to defend any claim against it in any manner which Licensor deems appropriate or desirable in its sole discretion. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

9. ACCOUNTING AND RECORDS. Licensee agrees to maintain during the term of this Agreement, and shall preserve for at least 3 years from the end of the year to which they relate, complete and accurate books and records in accordance with generally accepted accounting principles and in the form and manner prescribed by Licensor. These records shall include accounting records and books, customer lists, sales and purchase records, sales tax returns, deposit receipts, bank statements, canceled checks, credit card records and income tax returns. Should Licensee be given permission to service retail customers, Licensee agrees to submit to Licensor by the 5th day of each month the Gross Revenues of the Warehouse Plant for the preceding month and such other forms, reports, records, information and other data requested by Licensor. Licensee agrees that Licensor and its representatives shall, at all reasonable times upon 2 days notice, have the right to examine or audit the books, records and tax returns of Licensee. If an audit discloses an understatement of Gross Revenues, Licensee shall immediately pay to Licensor any additional license fee and advertising fee discovered to be owed plus a late charge as set forth in section 5.3. In addition, if the audit or examination discloses that Gross Revenues were understated by 2% or more or that Licensee provided services to a business other than an OXXO Store, Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor in performing the audit or examination, including reasonably accounting and legal fees. The understating of Gross Revenues is a default under this Agreement.

10. CONFIDENTIALITY.

10.1 Unfair Competition. Licensee agrees that neither this Agreement, nor Licensee's use of the Confidential Information, vests in Licensee any interest in any Confidential Information other than the right to use it in the development and operation of a Warehouse Plant under and pursuant to this Agreement. Licensee acknowledges that it would be an unfair method of competition to use or duplicate any Confidential Information other than in connection with the operation of the Warehouse Plant and OXXO Stores operated pursuant to a license from Licensor. Licensee agrees to maintain the absolute confidentiality of the Confidential Information and agrees not to use or disclose, or permit the disclosure of, the Confidential Information except as permitted in this Agreement. The Confidential Information shall be made available only to such of Licensee's employees who have a reasonable need to know in the performance of their duties. Licensee agrees to implement reasonable procedures to prevent any authorized use or disclosure of the Confidential Information. This obligation of confidentiality shall survive the termination or expiration of this Agreement.

11. ASSIGNMENT; LICENSOR'S RIGHT OF FIRST REFUSAL.

11.1 No Transfer by Licensee. Neither Licensee, nor any individual, partnership, corporation or other legal entity which directly or indirectly owns any interest in this Agreement or in Licensee, shall sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in Licensee, this Agreement, the Warehouse Plant or the assets of the Warehouse Plant without the prior written consent of Licensor; provided, however, subject to the secured party complying with the provisions of 11.2, Licensor's prior written consent will not be required for the granting of a security interest in the fixtures and equipment used in the Plant Warehouse to a financial institution providing financing for the initial purchase of these assets. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Licensor required by this section 11.1 shall be null and void and shall constitute a material breach of this Agreement, for which Licensor may terminate this Agreement without any opportunity to cure pursuant to section 12.2.

11.2 Conditions for Consent. Licensor shall not withhold its consent unreasonably to a Transfer by Licensee; provided, however, that it shall be deemed reasonable for such consent to be withheld unless all of the conditions listed below are met:

(a) All of Licensee's obligations are assumed by the transferee;

(b) All debts of Licensee to Licensor and its affiliates are paid in full prior to the Transfer;

(c) Licensee is not in default under any agreement with Licensor;

(d) Simultaneous with the Transfer, Licensee is transferring to the transferee its interest in all of its OXXO Drop Stores and any Multi-Unit Development Agreement or Area Developer

Agreement;

(e) The transferee completes the standard training program required of new license owners prior to the effective date of the transfer;

(f) The transferee meets all of Licensor's then prevailing standards for acceptance of new Licensees, including without limitation good reputation and character, business experience and financial strength;

(g) A transfer fee is paid to Licensor in the amount of $15,000.00 with the request for consent ;

(h) The transferee (and if transferee is not an individual, such owners of a beneficial interest in the transferee as Licensor may request) agree in writing to assume and perform all of Licensee's obligations under this Agreement and sign any other agreements requested by Licensor;

(i) At Licensor's option, the transferee (and if transferee is not an individual, such owners of a beneficial interest in the transferee as Licensor may request) execute Licensor's then current standard form of Franchise Agreement, which agree will supersede this Agreement in all respects and the terms of which agreement may differ from the terms of this Agreement; and

(j) Licensee executes a general release of all claims, to the maximum extent allowed by law, against Licensor and its officers, directors, shareholders, employees and agents.

11.3 Death or Disability. If Licensee (or the managing Controlling Principal) dies or becomes disabled, his executor, administrator or personal representative, or the remaining Controlling Principals, must appoint a manager acceptable to Licensor within 30 days from the date of death or disability to manage the Warehouse Plant. The appointed manager must satisfactorily complete Licensor's training program. If a manager approved by Licensor is not appointed within the 30-day period, Licensor may, but is not required to, appoint a manager to oversee the Warehouse Plant's operations on Licensee's behalf until (i) Licensee employs an approved manager to assume the management and operation of the Warehouse Plant, (ii) the license is assigned to an approved assignee, or (iii) the license is terminated. Licensor's appointment of a manager of the Warehouse Plant does not relieve Licensee of its obligations or constitute a waiver of Licensor's right to terminate the franchise under Section 12. Neither Licensor nor any manager appointed by Licensor is liable for any debts, losses, costs or expenses incurred in the operation of the Warehouse Plant or to any creditor of Licensee. Licensor may charge a reasonable fee for management services and cease to provide management services at any time. Following the death or disability of Licensee (or the managing Controlling Principal), the executor, administrator or personal representative of such person shall transfer, within 6 months after such death or disability, his interest to a person approved by Licensor. The transfer will be subject to the conditions set forth in section 11.2. However, in the case of a transfer by inheritance, if the heirs are unable to meet the conditions, the personal representative of the deceased will have a reasonable additional time, not to exceed 6 months, to dispose of the deceased's interest. If the interest is not timely disposed of, Licensor may terminate this Agreement.

11.4 Right of First Refusal. Any party holding an interest in Licensee, this Agreement or the assets of the Warehouse Plant who desires to accept a bona fide offer from a third party to purchase all or a part of the party's interest, shall notify Licensor in writing of each offer, and shall provide such information and documentation relating to the offer as Licensor may request. Licensor or its designee shall have the right and option, exercisable within 30 days after receipt of the written notification and requested documentation, to send written notice to the seller that Licensor or its designee intends to purchase the seller's interest on the same terms and conditions offered by the third party. If the consideration, terms, and/or conditions offered by the third party are such that Licensor or its designee may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Licensor or its designee may purchase the interest proposed to be sold for the reasonable equivalent in cash, or, at the option of Licensor, if the stock of Licensor (or its parent company) or its designee is publicly traded, securities issued by Licensor (or its parent company) or its designee having a market value equal to the offered consideration. If the parties cannot agree within a reasonable time on the value of the offer, a used drycleaning equipment vendor shall be designated by Licensor and the used drycleaning equipment vendor's determination shall be binding. Any material change in the terms of an offer prior to closing shall constitute a new offer subject to the same right of first refusal by Licensor or its designee as in the case of the initial offer. Failure by Licensor to exercise the option afforded by this section 11.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of sections 11.1 and 11.2 with respect to a proposed transfer by Licensee. If Licensor does not exercise its first right to purchase, the seller may conclude the sale to the person who made the offer on the exact terms and conditions specified in the notice to Licensor for a period of 60 days after receipt of Licensor's consent to the assignment.

11.5 Transfer by Licensor. Licensor may sell or assign this Agreement without Licensee's consent, provided that the obligations of Licensor are assumed by the transferee. Following an assignment, Licensor shall have no further obligations under this Agreement, except for any liabilities which had accrued prior to the assignment. Licensee understands that Licensor may go public, may engage in a private placement of some or all of its securities, may merge with or acquire other companies, or be acquired by another company, and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic, legal or financial restructuring. Licensee waives all claims, demands or damages because of any such transaction, including any claim of divided loyalty, breach of fiduciary duty, breach of contract or breach of the implied covenant of good faith and fair dealing. Licensee agrees that Licensor has the right to purchase, sell, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the proximity to the Store of any facilities of the of the other chain or business, and to operate, franchise or license those facilities as Drycleaning businesses operating under the Marks or any other marks following the purchase, sale, merger, acquisition or affiliation. Licensor may delegate any or all of its duties under this Agreement, but no delegation shall operate to release Licensor from any of its obligations.

12. DEFAULT AND TERMINATION. Licensee acknowledges and agrees that (i) each of Licensee's obligations in this Agreement is a material and essential obligation of Licensee, (ii) the non-performance of any obligation will adversely and materially affect Licensor and the System, and (iii) the exercise by Licensor of the rights and remedies in this Agreements are appropriate and reasonable.

12.1 Automatic Termination. This Agreement will automatically terminate without notice to Licensee if:

(a) Licensee abandons the relationship by failing to operate the Warehouse Plant for 5 consecutive days except if Licensee is prevented from operating the Warehouse Plant because of a casualty;

(b) Licensee becomes insolvent or makes an assignment for the benefit of creditors or is adjudged a bankrupt;

(c) Licensee seeks relief under the U.S. Bankruptcy Act or any state insolvency or similar law, or someone files a petition seeking to have Licensee adjudicated a bankrupt or seeking other relief against Licensee under the U.S. Bankruptcy Act or any state insolvency or similar law and the petition is not dismissed within 60 days of filing. This Agreement shall terminate upon the occurrence of this event of default as if that date were the expiration date of this Agreement. Licensee expressly and knowingly waives any rights which Licensee may have under the Bankruptcy Rules, including the automatic stay, and agrees that this Agreement shall be deemed rejected upon the occurrence of this event of default;

(d) A receiver, trustee or custodian is appointed to administer the assets of the Warehouse Plant or any OXXO Store owned or operated by Licensee;

(e) A final judgment remains unsatisfied for 30 days or longer (unless bonded);

(f) Licensee is dissolved or liquidates, winds up, sells or otherwise disposes of all or substantially all of the assets of the Warehouse Plant and/or Licensee's OXXO Stores;

(g) Conviction of Licensee or an officer of Licensee or a Controlling Principal of a crime punishable by imprisonment for more than 1 year;

12.2 Termination by Licensor With No Right to Cure. Licensor may terminate this Agreement upon notice to Licensee with no right to cure if:

(a) If Licensee fails to construct or remodel the Warehouse Plant in accordance Section 3.5;

(b) If Licensee fails to open the Store for business within the time frame specified in Section 3.3;

(c) If Licensee loses the right to possession of the Premises; provided, however, if the loss of possession results from the governmental exercise of the power of eminent domain or, if through no fault of Licensee, the Premises are damaged by a casualty, then Licensee shall have 30 days after such event in which to apply to Licensor for approval to relocate the Warehouse Plant or reconstruct the Premises, which approval will not be unreasonably withheld;

(d) A sale, assignment or transfer in violation of section 11 of this Agreement;

(e) Licensee, any Controlling Principal or any entity in which Licensee or a Controlling Principal has an interest makes an unauthorized used of Confidential Information or makes any unauthorized use of the Marks;

(f) The violation of any provisions of this Agreement, even if subsequently cured, more than 3 times in a 24-month period, or the violation of the same provision of this Agreement twice within a 6-month period;

(g) Licensee knowingly maintains false books or submits a false report to Licensor;

(h) Licensee and/or any Controlling Principal fails to comply with any anti-terrorism law or if Licensee or any of its Controlling Principal has any of their assets blocked under an anti-terrorism law;

(i) A default by Licensee, a Controlling Principal or any entity in which a Controlling Principal has an interest under any other agreement with Licensor or an Affiliate of Licensor which is not corrected within the applicable cure period in the agreement.

12.3 Termination by Licensor With Notice. Licensor may terminate this Agreement if Licensee fails to remedy any of the defaults listed below within 30 days, or such shorter specified period, or the time period specified by law if the applicable law requires a longer period:

(a) Licensee's failure to pay when due any sum payable under this Agreement or any other agreement with Licensor, or for purchases from Licensor or any Affiliate of Licensor;

(b) Failure by Licensee to operate the Warehouse Plant in accordance with the specifications, standards and operating procedures prescribed by Licensor;

(c) Failure of Licensee or its designated manager to satisfactorily complete Licensor's training program;

(d) Failure to purchase and maintain the insurance required by Section 8.1 and fails to cure the breach within 10 days after notice;

(e) A misuse, or unauthorized use, of the Marks which is not cured within 72 hours of notice;

(f) A violation of any law, ordinance, rule or regulation of a government agency in connection with the Warehouse Plant [except for a violation of an anti-terrorism law which is governed by 12.2 (h)]; or

(g) Failure by Licensee to comply with any obligation under this Agreement which is not specified in sections 12.1, 12.2 and 12.3 as an event of default.

13. RIGHTS AND RESPONSIBILITIES UPON TERMINATION.

13.1 Cease to Operate the Warehouse Plant. Licensee shall immediately cease to operate the Warehouse Plant.

13.2 Monetary Obligations. Licensee agrees to pay to Licensor or its Affiliates, within 15 days after the effective date of termination or expiration of this Agreement all amounts owed to Licensor or its Affiliates which have accrued, but which are then unpaid. Licensor shall have a lien against all of the personal property, furnishings, equipment, fixtures, and inventory owned by Licensee on the Premises at the time of default to secure payment of all sums owed by Licensee to Licensor and its Affiliates and reasonable attorneys fees.

13.3 Marks and Trade Dress. Licensee agrees that, after the termination or expiration of this Agreement, Licensee will:

(a) Cease using the Marks or similar names, marks, logos or symbols, cease identifying Licensee or any business owned or operated by Licensee as a Licensee or former Licensee of Licensor or do anything which may indicate a relationship or association with Licensor;

(b) Remove from the Premises all signs, emblems, decals or other items containing any of the Marks and return to Licensor or destroy all printed materials containing any of the Marks or otherwise identifying or relating to an OXXO Store;

(c) Take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to the Licensee's use of any of the Marks and to assign all telephone listings containing the Marks to Licensor or its designee or, at Licensor's option to cancel the telephone listings;

(d) Return to Licensor all written materials containing Confidential Information;

(e) If Licensor does not exercise the purchase option in Section 13.6, Licensee agrees to modify the Premises to eliminate any use of the Marks, remove all proprietary equipment from the Premises and make all changes specified by Licensor;

(f) Permit Licensor to enter the Premises to verify compliance with the provisions of Section 13 and, at Licensee's expense, to remove any signs or other materials which contain any of the Marks and to make or cause to be made any changes to the Premises which Licensee has failed to make;

(g) At Licensor's option, assign to Licensor or its designee all of Licensee's rights to the telephone numbers of the Warehouse Plant and in any internet domain names, search engine listings and email addresses containing any of the Marks.

13.4 Confidential Information. Licensee agrees that upon termination (for any reason) or expiration of this Agreement, Licensee will immediately cease to use any Confidential Information.

13.5 Continuing Obligations. All obligations of Licensor and Licensee 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 this Agreement's expiration or termination and until they are satisfied in full or by their nature expire.

13.6 Purchase Option. Licensor shall have the option, exercisable within 30 days after termination or expiration, to purchase from Licensee the equipment, signs and inventory containing any of the Marks in or on the Warehouse Plant at fair market value with no factor or increment fora going business or any goodwill, trademark, service mark or other commercial symbol used in connection with the operation of the Warehouse Plant. Licensor may exclude from the assets being purchased any equipment, signs and inventory containing any of the Marks which do not meet the quality standards specified by Licensor. If the parties are unable to agree on the fair market value within a reasonable time, a used drycleaning equipment vendor shall be designated by Licensor, which used drycleaning equipment vendor's determination shall be binding. Licensor shall receive a credit against the purchase price for any sums which are owed to it or an Affiliate by Licensee, one-half of the cost of the valuation, and for any monies which Licensor expends for obligations of Licensee. Upon payment of the purchase price, Licensee shall deliver to Licensor or its designee a bill of sale conveying title to the property free and clear of all encumbrances, and any other documents reasonably required to effect a complete transfer of Licensee's right, title and interest in the assets, an assignment of the telephone numbers of the Warehouse Plant, and an assignment of Licensee's lease for the Premises, if the Premises are being leased. If Licensee occupies the Premises as a fee owner, Licensee shall give Licensor the option of buying or leasing the Premises at its fair market value. In the event that Licensor chooses to lease the Premises, the term of the lease shall be for an initial term of 5 years with four 5-year renewal options. Licensee shall comply with the applicable bulk sale provisions of the Uniform Commercial Code of the state in which the Store is located, including giving notice is to all creditors, and shall hold Licensor harmless from all claims of Licensee's creditors. In the event Licensee cannot deliver clear title to the assets being purchased or if there are other unresolved issues, the closing of the sale shall be accomplished through an escrow. Licensor may assign this purchase option.

14. RELATIONSHIP OF THE PARTIES. Licensee understands and agrees that this Agreement does not in any way create a fiduciary relationship or a relationship of principal and agent between Licensee and Licensor, and under no circumstances shall Licensee be considered an agent of Licensor. Licensee is an independent contractor. Licensee agrees not to act or represent himself, directly or indirectly as an agent of Licensor, and agrees to display, at Licensor's request, a notice conspicuously displayed in the Store indicating that the business is owned by Licensee and is being operated pursuant to a license from Licensor. Licensor, other than the quality controls necessary to preserve the validity and goodwill of the Marks, does not have the right to exercise significant controls over Licensee's business. Neither party has the right to make any contract or incur any debt or other obligation in the other party's name. Licensor does not assume liability for, and shall not be deemed liable as a result of, any act or omission by Licensee.

15. APPROVALS AND WAIVERS.

15.1 Written Consents. Whenever this Agreement requires the prior approval or consent of Licensor, Licensee shall make a timely written request to Licensor, and such approval or consent must be in writing.

15.2 No Guarantees. Licensor makes no warranties or guarantees upon which Licensee may rely, and assumes no liability or obligation to Licensee or any third party to whom Licensor would not be otherwise liable by providing any waiver, approval, consent or suggestion or by reason of any neglect, delay or denial of a request.

15.3 No Waiver. No failure of Licensor to exercise any power reserved to it in this Agreement, or to insist upon compliance by Licensee with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of Licensor's right to demand exact compliance with any of the terms of this Agreement. Waiver by Licensor of any particular default shall not affect or impair Licensor's right with respect to any subsequent default of the same or of a different provision; nor shall any delay, forbearance or omission of Licensor to exercise any power or right arising out of a breach or default by Licensee of any of the terms, provisions or covenants of this Agreement affect or impair Licensor's rights, or constitute a waiver by Licensor of any rights under this Agreement or right to declare any subsequent breach or default.

16. NOTICES.

All notices, demands and other requests ("Notice") required or permitted to be given under this Agreement shall be in writing and shall either be served personally or sent by certified, registered or other receipted mail or by a nationally recognized overnight delivery service to the parties at the following addresses.

Notices to Licensor: International Cleaners, Corp.
Attn: General Manager
1874 North Young Circle
Hollywood, Florida 33020

Notice to Licensee: ______________________________

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A Notice shall be effective when received; provided, however, that if a Notice is unclaimed or delivery is refused such Notice shall be effective when delivery is attempted. The parties may change their address for Notices by sending a Notice to the other party.

17. MISCELLANEOUS.

17.1 Entire Agreement. This Agreement constitutes the entire agreement between Licensor and Licensee concerning the subject matter of this Agreement, and supersedes all prior negotiations, commitments, representations and agreements. Except for modifications permitted by the terms of this Agreement to be made unilaterally by Licensor, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties in a written document signed by the parties. Nothing in this or any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

17.2 Severability And Construction. If any provision of this Agreement may be construed in two ways, one which would make the provision illegal or unenforceable and the other which would make the provision valid and enforceable, the provision shall have the meaning which makes its enforceable. This Agreement is to be read according to its fair meaning and is not to be interpreted strictly against either party. The parties intend that this Agreement be enforceable to fullest extent. If any court or arbiter finds that any provision is not enforceable as written, Licensor and Licensee agree that the provision be amended so that it is enforceable to the fullest extent permissible under applicable law and public policy. The provisions of this Agreement are severable, and the Agreement is to be interpreted as if all invalid or unenforceable provisions were not in the Agreement and partially valid provisions shall be enforced to the extent that they are valid and enforceable. Licensee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is contained within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement. Any provision of this Agreement which imposes an obligation after the termination or expiration of this Agreement shall continue to be binding on the parties after the termination or expiration. If Licensee consists of more than one person, each partner shall be liable for the total performance of Licensee regardless of their ownership percentage. The Introduction is a part of this Agreement. Section captions are used for convenience and should not be construed as a limitation of the content of the section. Words of any gender used in this Agreement shall include any other gender, and words in the singular shall include the plural, where applicable.

17.3. Applicable Law. This Agreement takes effect upon its acceptance and execution by Licensor in Broward County, Florida, and shall be interpreted and construed under the laws of the State of Florida, which laws shall prevail in the event of any conflict of law; provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of the State of Florida, but would be enforceable under the laws of the state where the Warehouse Plant is located, then the provision shall be interpreted and construed under the laws of the state in which the Warehouse Plant is located. If the Warehouse Plant is located in a state other than Florida and the laws of that state require terms other than, or in addition to, those contained in this Agreement, this Agreement shall be deemed modified so as to comply with the laws of that state, but only to the extent necessary to prevent the invalidity of this Agreement or any of its provisions, the imposition of fines or penalties, or the imposition of civil or criminal liability. To the extent permitted by law, Licensee waives any provision of law which prohibits, or makes unenforceable, any provision of this Agreement.

17.4 Dispute Resolution. In the event of a dispute between the parties in connection with, arising from or relating to this Agreement, including, without limitation, any claim that the Agreement or any provision is invalid or void or voidable, the parties agree to make a good faith effort to resolve the dispute through discussion.

If they are unable to resolve the dispute through discussion, either party may request that the dispute be submitted to mediation before a mutually agreeable mediator in Broward County, Florida in which event the parties shall execute a confidentiality agreement and shall split the mediator's fee. If the parties are unable to agree upon a mediator, the mediator shall be selected by the American Arbitration Association.

If the parties are unable to resolve their differences through discussion and mediation, either party may then either party may then bring suit. Licensee agrees that the United States District Court for the Southern District of Florida and the courts of the Seventeenth Judicial Circuit of the State of Florida in and for Broward County, Florida are the exclusive venue and forum in which to bring any suit, action or other legal proceeding arising out of or relating to this Agreement, and consents to the jurisdiction of these courts, and agrees not to contest or challenge, the jurisdiction or venue of these courts. Licensor AND Licensee IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM. Any litigation will be conducted and resolved on an individual basis only and not a class-wide, multiple plaintiff or similar basis. Any such law suit will not be consolidated with any other law suit involving any other person, except for disputes involving affiliates of the parties to such law suit. In any judicial proceeding or appeal thereof, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable legal fees.

17.5 Jurisdiction and Venue. Any judicial action brought by Licensor may be brought in the United States District Court for the Southern District of Florida, the courts of the Seventeenth Judicial Circuit of the State of Florida in and for Broward County, Florida, or a state court or United States District Court whose jurisdiction encompasses the location of the Store. Any judicial action brought by Licensee must be brought in the United States District Court for the Southern District of Florida or the courts of the Seventeenth Judicial Circuit of the State of Florida in and for Broward County, Florida. The parties agree not to contest or challenge the jurisdiction or venue of these courts.

17.6 Cumulative Remedies. No right or remedy conferred upon or reserved to Licensor or Licensee by this Agreement is intended to be, nor shall it be deemed, exclusive of any other right or remedy under this Agreement or provided or permitted by law or equity, but each shall be cumulative of every other right or remedy.

17.7 WAIVER OF JURY TRIAL. Licensor AND Licensee IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.

17.8 WAIVER OF PUNITIVE DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR AND LICENSEE WAIVE ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT EACH SHALL BE LIMITED TO THE RECOVERY OF ONLY ACTUAL DAMAGES.

17.9 Prior Approval of Licensor. Whenever this Agreement requires the prior approval or consent of Licensor, Licensee shall make a timely written request to Licensor, and such approval or consent must be in writing.

17.10 Force Majeure. Should either party be delayed or unable to perform an obligation under this Agreement because of Force Majeure, the time period for performing the obligation shall be extended for a period equivalent to the period of the delay. Notwithstanding the foregoing, the provisions of this Section 17.10 shall not extend the due date for the payment by Licensee of any monetary obligations under this Agreement. Upon the occurrence of a Force Majeure event, the affected party shall give prompt notice of the Force Majeure event including the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected. A party shall be liable for failure to give timely notice only to the extent of damages actually caused by the delay in providing the notice. Force Majeure events include acts of God, strikes, lock-outs, labor troubles, inability to purchase materials, power failures, restrictive governmental laws or regulations, civil disturbances, judicial order, casualty, war and other unforeseeable cause reason which is not the fault of the party whose performance is delayed.

17.11 Modification to the System. Licensee understands and agrees that the System must not remain static if it is to meet changes in technology, competitive circumstances, demographics other marketplace variables, and if it is to best serve the interests of Licensor, Licensee and other Licensees. Accordingly, Licensee agrees that Licensor may make changes to the System including altering the equipment, standards, policies and procedures of the System; combining the System with another business; modifying the equipment used in OXXO Stores; and changing the Marks and/or adding new marks. Licensee agrees to accept and comply with the modifications, additions, deletions and substitutions to the System. Licensor shall not be liable to Licensee for any expenses or losses sustained by Licensee because of any required change, and waives any claim, including any claim for breach of contract, breach of fiduciary duty, fraud, or breach of the implied covenant of good faith and fair dealing, because of any modification required by Licensor.

17.12 Right to Temporarily Operate the Warehouse Plant. If Licensee is unable to operate the Warehouse Plant because of death or disability, Licensor may, at its option, temporarily operate the Warehouse Plant for as long as Licensor deems it necessary without waiving any other rights it may have. Licensor shall keep the revenues from the operation of the Warehouse Plant in a separate account from which expenses of the Warehouse Plant, including a reasonable management fee to Licensor and reimbursement of expenses incurred by Licensor, will be paid. Licensee agrees to indemnify and hold Licensor and its representatives harmless from all claims, liabilities damages and expenses, including reasonable attorneys fees, arising out or in connection with the operation of the Store except for claims caused by the gross negligence of Licensor.

18. ACKNOWLEDGMENTS.

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS HAD AMPLE OPPORTUNITY TO CONSULT WITH AN ATTORNEY AND OTHER PROFESSIONAL ADVISORS, HAS BEEN GIVEN AN OPPORTUNITY TO CLARIFY ANY PROVISION WHICH LICENSEE DID NOT UNDERSTAND, AND IS ENTERING INTO THIS AGREEMENT AFTER HAVING MADE AN INDEPENDENT INVESTIGATION OF THE OXXO LICENSE AND THE MARKET AREA IN WHICH LICENSEE WILL OPERATE OXXO STORES. LICENSOR EXPRESSLY DISCLAIMS THE MAKING OF, AND LICENSEE ACKNOWLEDGES THAT LICENSEE IS NOT RELYING ON, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

LICENSEE ACKNOWLEDGES THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT MAY VARY SUBSTANTIALLY FROM THOSE CONTAINED IN LICENSES AND FRANCHISES WHICH LICENSOR HAS OR MAY GRANT IN THE FUTURE.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year shown on the first page.

Licensee:

____

____

Licensor:
International Cleaners, Corp.

By: ________________________________
Title: _______________________________

EXHIBIT 1.9

MARKS

OXXO CARE CLEANERS
CARE CLEANERS
CARE CARD
KIND TO YOUR CLOTHES FRIENDLY TO THE ENVIRONMENT
HEALTHY GREEN CLEANING YOU'LL FEEL GOOD ABOUT!

EXHIBIT M

CONVERSION ADDENDUM

CONVERSION ADDENDUM

The parties to the attached Franchise Agreement dated __________, 20__ agree as follows:

Franchisee owns a drycleaning business located at the Premises which Franchisee desires to convert to an OXXO Care Cleaners.

1. Section 4.1 Initial Term of the Franchise Agreement is deleted and replaced with the following:

> "Section 4.1 Initial Term. The initial term of this license commences on the date that this Agreement is signed and expires 10 years following the date the Store opens for business (the "Conversion Date") unless sooner terminated under the terms of this Agreement."

2. Section 6.2 Store Improvements of the Franchise Agreement is deleted and replaced as follows:

> Franchisee will improve, alter and remodel the Premises to bring it into conformance with the current plans, specification and standards of OXXO Care Cleaners. Attached as Exhibit 1 is the scope of work necessary to convert the Premises to an OXXO Care Cleaners. Franchisor will advise Franchisee on drycleaning and/or laundry equipment, delivery system equipment and the other miscellaneous equipment and fixtures which must be purchased and installed by Franchisee in order to operate the Store in accordance with the Operations Manual, and will provide a recommended preliminary design and layout for the equipment and fixtures to be installed in the Store. Franchisor will assist Franchisee in arranging for the construction of Franchisee's leasehold improvements at the Premises and will monitor the construction through periodic inspections. Franchisee is responsible for selecting and hiring an architect to prepare plans and specifications for the construction of the Store and agrees to employ an expediter to obtain all required building permits. The cost of permits and construction will be borne by Franchisee. Franchisee will select and contract with a general contractor for the leasehold improvements who is satisfactory to Franchisee, Franchisor, and the landlord of the Premises. Criteria considered by Franchisor in approving a contractor include the contractor's experience, reputation, quality of work and price. Franchisee agrees that Franchisor's approval of a contractor does not impose any liability on Franchisor and that Franchisor will not be responsible for delays caused by any of the numerous problems (including, without limitation, strikes, lockouts, fires and other casualties, construction delays, delays caused by third parties, governmental actions, acts of God, and any other cause beyond Franchisor's reasonable

control) which might delay, diminish the value of or prevent entirely the opening of Franchisee's unit. Performance of this construction related services by Franchisor will not result in Franchisor guaranteeing the date on which the business will commence operation. Franchisee is responsible and will be diligent to follow up on the execution of all activities made by architects, contractors, and expediters in obtaining permits, and all other issues related to building the store in order to avoid delays. Franchisor will provide the initial OXXO decorations for the interior of the Store. Following the opening of the Store, Franchisee must purchase any replacement or additional Store decorations."

SIGNATURES ON NEXT PAGE

Franchisee:

____

____

Franchisor:
International Cleaners, Corp.

By: __________________________
Title: _________________________

EXHIBIT 1

SCOPE OF WORK

RECEIPT

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

If International Cleaners, Corp. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa, New York and Rhode Island law require that a disclosure document must be provided at the earlier of the first personal meeting or 10 business days (14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan and Washington require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If International Cleaners, Corp. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agencies identified on Exhibit C.

The franchise seller for this offering is ☐ Salomon Mishaan, ☐ Nilma Fernandez, ☐ Jaime Remond, or ☐ _________ ______________ , 1874 N. Young Circle, Hollywood, Florida 33020, telephone (954) 927-7410, or ☐ Fernando Fernandez, 622 Morris Turnpike, Short Hills, New Jersey, telephone (201)286-7894, or ☐ _________________.

Issuance date: April 1, 2020

Exhibit B is a list of our agents authorized to receive service of process.

I have received a disclosure document dated April 1, 2020, that included the following exhibits:

A	State Agencies
B	Agents for Service of Process
C	Franchise Agreement
D	Multi-Unit Development Agreement
E	Operations Manual Table of Contents
F	Financial Statements (Audited Balance Sheets as of December 31, 2019 and December 31, 2018 and the related statements of income, shareholders' equity and cash flows for the years ended December 31, 2019, December 31, 2018, and December 31, 2017)
G	List of Franchisees
H	List of Former Franchisees
I	Franchisee Organizations We Have Created, Sponsored or Endorsed
J	Independent Franchisee Associations
K	State Addenda
L	Warehouse Plant License
M	Conversion Addendum

_____________________ Your name (Please print)____

Date

Your signature ____

RECEIPT

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L	Warehouse Plant License
M	Conversion Addendum

_____________________ Your name (Please print)____
Date

Your signature ____

(THIS COPY IS TO BE SIGNED BY THE PROSPECTIVE FRANCHISEE AND RETURNED TO INTERNATIONAL CLEANERS, CORP. AS PROOF OF DELIVERY OF THE DOCUMENTS REFERRED TO ABOVE**