FOR USE IN CALIFORNIA ONLY

FRANCHISE DISCLOSURE DOCUMENT

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MAY 09 2019

Department of
Business Oversight

The Cleaning Authority, LLC
A Maryland Limited Liability Company
7230 Lee Deforest Drive
Suite 200
Columbia, Maryland 21046
(410) 740-1900
www.thecleaningauthority.com

The Cleaning Authority franchise offers a cleaning service program that specializes in residential cleaning.

The total initial investment necessary to begin operation of a THE CLEANING AUTHORITY® franchised business for an Enterprise Market is between $96,967 to $167,834. This includes approximately $42,750 to $65,250 that must be paid to the franchisor. The total initial investment necessary to begin operation of a THE CLEANING AUTHORITY® franchised business for a Hometown Market is between $71,458 to $119,915. This includes approximately $26,500 to $37,749 that must be paid to the franchisor.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, 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 Iric Wexler at 7230 Lee Deforest Drive, Suite 200, Columbia, Maryland 21046 and (410) 740-1900.

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 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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information on franchising.

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

Issuance date: May 1, 2019

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit 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. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US EITHER BY ARBITRATION OR LITIGATION IN MARYLAND ONLY. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN MARYLAND THAN IN YOUR OWN STATE.

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

3. ALL OWNERS OF THE FRANCHISEE ENTITY MUST SIGN A GUARANTY OF ALL OF THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, WHICH PLACES THEIR PERSONAL ASSETS AT RISK.

4. FOR HOMETOWN MARKETS ONLY, IF WE PROVIDE YOU WITH FINANCING DESCRIBED IN ITEM 10, YOUR SPOUSE MUST ALSO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE PROMISSORY NOTE. THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.

5. THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT YOUR RIGHTS AND MAY NOT ENFORCEABLE IN ALL STATES, INCLUDING BUT NOT LIMITED TO, A LIMITATION ON DAMAGES AND A WAIVER OF JURY TRIAL.

6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services 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.

STATE EFFECTIVE DATES

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

The 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	

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, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition of 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 franchisee 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 franchisee 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 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 shall be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 373-7117.

THE CLEANING AUTHORITY, LLC
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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Cleaning Authority, LLC ("we," "us," "our," "ours," "TCA" or the "Company") is a Maryland limited liability company, organized on February 4, 2010, with our principal office located at 7230 Lee Deforest Drive, Suite 200, Columbia, Maryland 21046. Our telephone number is (410) 740-1900. We began offering franchises in September 2010. As of December 31, 2018, the end of our last fiscal year, there were 211 TCA franchised businesses operating in the United States of America. We have not offered franchises in any other line of business. Our agents for service of process are listed in Exhibit A.

Parents

Our parent company is Authority Brands, LLC ("Holding Company"). Holding Company is a Delaware limited liability company formed in August 2014 under the name Cleaning Authority Holding Company, LLC. In September 2017, Holding Company changed its name to Authority Brands, LLC. Holding Company has the same principal place of business as us.

On September 21, 2018, Villa BidCo Inc. acquired all of the equity interests in Holding Company. As of September 21, 2018, the name and principal business address of each of the companies that directly or indirectly control Holding Company are as follows:

Name of Company	**Principal Business Address**	**Ownership or Control of Company**
Villa Aggregator LP, a Delaware limited partnership	c/o Apax Partners 601 Lexington Avenue, 53rd Floor New York, New York 10022	An investment fund established by Apax Partners, a private equity firm.
Villa TopCo Inc., a Delaware corporation	c/o Apax Partners 601 Lexington Avenue, 53rd Floor New York, New York 10022	Wholly owned by Villa Aggregator LP
Villa MidCo Inc., a Delaware corporation	c/o Apax Partners 601 Lexington Avenue, 53rd Floor New York, New York 10022	Wholly owned by Villa TopCo Inc.
Villa Parent Inc., a Delaware corporation	c/o Apax Partners 601 Lexington Avenue, 53rd Floor New York, New York 10022	Wholly owned by Villa MidCo Inc.
Villa BidCo Inc., a Delaware corporation	c/o Apax Partners 601 Lexington Avenue, 53rd Floor New York, New York 10022	Wholly owned by Villa Parent Inc.
Authority Brands, LLC	7230 Lee Deforest Drive, Suite 200, Columbia, Maryland 21046	Wholly owned by Villa BidCo Inc.

Apax Partners and its affiliates have a history of investing in middle market companies across various industries and we anticipate that they will engage in mergers and acquisitions in the future, including mergers and acquisitions involving other franchise companies.

Affiliates

Mighty Maids, LLC ("MM") is a limited liability company formed in Maryland in August 2014 as a 100% owned subsidiary of Holding Company. MM has the same principal place of business as us. MM operates two businesses under the name "THE CLEANING AUTHORITY" in Maryland (the "Affiliate-Operated Businesses"). On August 19, 2014, in accordance with the Plan of Merger and Membership Interest and Asset Purchase Agreement ("Acquisition Agreement"), MM was merged with Mighty Maids, Incorporated (the "MM Predecessor"), with MM as the surviving entity in the merger. The MM Predecessor developed the system of cleaning homes (the "System") and operated a business under the name "THE CLEANING AUTHORITY" from 1996 to August 2014. The rights to this System have been assigned to us. MM does not provide any goods or services to our franchisees. MM and MM Predecessor have never offered franchises in any line of business.

The Cleaning Authority Inc. ("TCA CANADA") is a corporation formed in the Province of New Brunswick, Canada, in August 2014 as a 100% owned subsidiary of Holding Company. TCA CANADA maintains its principal business address at 1 Germain Street Suite 1700, Saint John NB E2L 4V1. TCA CANADA offers franchises in Canada under "THE CLEANING AUTHORITY" mark and logo. On August 19, 2014, in accordance with the Acquisition Agreement, TCA CANADA purchased substantially all of the assets and assumed substantially all of the liabilities of The Cleaning Authority Canada, LLC (the "TCA CANADA Predecessor"). The TCA CANADA Predecessor offered franchises in Canada under "THE CLEANING AUTHORITY" mark and logo from February 2011 to August 2014. As of December 31, 2018, there were seven (7) franchised businesses in Canada. Except as described above, TCA CANADA does not provide any goods or services to our franchisees nor has it offered franchises in any line of business.

In September 2017, Holding Company acquired all of the ownership units of Homewatch International, LLC, a Colorado limited liability company. Following the acquisition, Holding Company changed the name of Homewatch International, LLC to Homewatch CareGivers, LLC, a Colorado limited liability company ("Homewatch"). Homewatch maintains its principal business address at 7100 E. Belleview Avenue, Suite 101, Greenwood Village, Colorado 80111. Since January 1996, Homewatch has been offering franchises for the operation of a business which offers companionship, personal care, complex personal care and nursing services provided by home health aides, personal care providers, certified nurse assistants, licensed practical nurses and registered nurses for seniors and clients of all ages, under the service mark "HOMEWATCH CAREGIVERS". From 1993 through 1996, Homewatch also offered franchises for pet/housesitting, handyman and companionship service businesses that used the service mark HOMEWATCH. As of December 31, 2018, there were 174 HOMEWATCH CAREGIVERS franchised businesses in the U.S. Except as described above, Homewatch does not provide any goods or services to our franchisees nor has it offered franchises in any line of business.

On August 25, 2017, Holding Company formed Homewatch Canada, Inc. ("Homewatch Canada"), a New Brunswick, Canadian corporation, as a 100%-owned subsidiary of Holding Company. Homewatch Canada has its principal place of business at Barker House, 570 Queen Street, Suite 600, Fredericton NB E3B 6Z6. In September 2017, Homewatch Canada acquired from Homewatch all of Homewatch's right, title and interest in and to all of the franchise agreements for HOMEWATCH CAREGIVERS franchised businesses involving or relating to any franchise territory located in Canada (and any accounts receivable relating thereto) (the "HWCG Canadian Franchise Agreements"), and it assumed all of Homewatch's liabilities related to such HWCG Canadian Franchise Agreements, other than liability for taxes arising from Homewatch's operation of its Canadian business and the ownership of the HWCG Canadian Franchise Agreements prior to the date of such acquisition. As of December 31, 2018, Homewatch Canada was a party to HWCG Canadian Franchise Agreements for a total of four HOMEWATCH CAREGIVERS franchised businesses. Except as described above, Homewatch Canada does not provide any goods or services to our franchisees nor has it offered franchises in any line of business.

On August 25, 2017, Holding Company formed Homewatch CareGivers International, Inc. ("HWCG International"), a Delaware corporation, as a 100%-owned subsidiary of Holding Company. HWCG International has the same principal place of business as Holding Company. In September 2017, HWCG International acquired from Homewatch all of Homewatch's right, title and interest in and to all of the franchise agreements for HOMEWATCH CAREGIVERS franchised businesses involving or relating to any franchise territory located outside the U.S. and Canada (and any accounts receivable relating thereto) (the "International HWCG Franchise Agreements"), and it assumed all of Homewatch's liabilities related to such International HWCG Franchise agreements, other than liability for taxes arising from Homewatch's operation of its international business and the ownership of the International HWCG Franchise Agreements prior to the date of such acquisition. Immediately following the acquisition of Homewatch by Holding Company, Holding Company contributed all of the capital stock of HWCG International to Homewatch, making HWCG International a 100%-owned subsidiary of Homewatch. As of December 31, 2018, HWCG International was a party to International Franchise Agreements in Chile (with one HOMEWATCH CAREGIVERS business operating), Colombia (with one HOMEWATCH CAREGIVERS business operating), Costa Rica (with two HOMEWATCH CAREGIVERS businesses operating), Guatemala (with one HOMEWATCH CAREGIVERS business operating), and Mexico (with five HOMEWATCH CAREGIVERS businesses operating). Except as described above, HWCG International does not provide any goods or services to our franchisees nor has it offered franchises in any line of business.

Our affiliate since October 19, 2018, ASP Franchising, Inc. ("ASP Franchising"), a Georgia corporation formed on January 11, 2006, is a wholly-owned indirect subsidiary of Villa BidCo. ASP Franchising's principal business address is 3986 Lake Street, Macon, GA 31204. Since January 2006, ASP Franchising has been offering franchises for the operation of businesses that provide swimming pool cleaning, swimming pool maintenance, and swimming pool renovation services, as well as related services and products in the swimming pool industry, such as swimming pool construction and retail operations, under the name ASP®. As of December 31, 2018, there were 271 ASP franchised businesses in the U.S. ASP Franchising does not provide any goods or services to our franchisees nor has it offered franchises in any other line of business.

Our affiliate since December 7, 2018, Mosquito Squad Franchising, LLC ("Mosquito Squad") is a wholly-owned indirect subsidiary of Villa BidCo. Mosquito Squad was originally formed on January 19, 2009 as a Delaware corporation, Mosquito Squad Franchising Corporation, and was converted on December 7, 2018 to a Delaware limited liability company. Mosquito Squad's principal business address is 2924 Emerywood Parkway, Suite 101, Richmond, VA. Mosquito Squad's predecessor was Mosquito Squad Franchise Corp. ("Mosquito Squad Predecessor"). Mosquito Squad Predecessor offered franchises for outdoor pest control businesses from January 2005 to January 2009. Since January 2009, Mosquito Squad has been offering franchises for outdoor pest control businesses, which offer residential and commercial customers a variety of goods and services in the pest elimination/control industry including the sale, design, installation and servicing of outdoor misting systems, barrier treatment services and other pest elimination and control systems, under the name Mosquito Squad®. As of December 31, 2018, there were 229 Mosquito Squad franchised businesses in the U.S. Mosquito Squad does not provide any goods or services to our franchisees nor has it offered franchises in any other line of business.

On April 30, 2019, our affiliate, Hidden Gem Holdco, LLC ("Buyer") acquired from RSG Holding Corp., a Delaware corporation ("Seller") all of the issued and outstanding equity interests in Clockwork, Inc. ("Clockwork"), a Delaware corporation and a direct parent company to (i) Benjamin Franklin Franchising, LLC, a Missouri limited liability company ("BFP"), (ii) Mister Sparky Franchising, LLC, a Florida limited liability company ("Mister Sparky") and (iii) One Hour Air Conditioning Franchising, LLC, a Florida limited liability company ("OHAC"). As a result of the acquisition, Clockwork became a direct, wholly-owned subsidiary of Buyer. Since September 2001, BFP has been offering franchises to operate a residential plumbing maintenance, repair and replacement and drain cleaning services business under the mark BENJAMIN FRANKLIN PLUMBING. As of December 31, 2018, BFP had 254 franchises in the U.S. BFP's principal office address is 12 Greenway Plaza, Suite 250, Houston, Texas 77046. Since June

2006, Mister Sparky has been offering franchises to operate a residential electric services business under the trademark MISTER SPARKY. As of December 31, 2018, Mister Sparky had 106 franchises in the U.S. Mister Sparky's principal office address is the same as BFP's address. Since April 2003, OHAC has been offering franchises to operate a residential air conditioning and heating services and repair business under the trademarks ONE HOUR AIR CONDITIONING & HEATING and ONE HOUR HEATING & AIR CONDITIONING. As of December 31, 2018, OHAC had 344 franchises in the U.S. OHAC's principal office address is the same as BFP's address. None of BFP, Mister Sparky or OHAC provides any goods or services to our franchisees nor has it offered franchises in any other line of business; however, OHAC guarantees our performance under the franchise agreements and OHAC's financial statements are included as an exhibit to this Disclosure Document (See Item 21 and Exhibit E).

Predecessors

Prior to December 2014, our parent company was TCA Operating, LLC ("TCA Operating"). TCA Operating was formed as a Maryland limited liability company in March 2010. In July 2014, TCA Operating converted to a Delaware limited liability company. In August 2014, in accordance with the Acquisition Agreement, TCA Operating was acquired by Holding Company and subsequently merged into TCA, with TCA being the surviving entity in the merger.

Through a series of mergers ("2010 Mergers") that occurred on March 24, 2010, our predecessors The Cleaning Authority, Inc. ("TCA, Inc.") and S&T Management, LLC d/b/a TCA Suppliers ("TCA Supplies"), and all of their assets, liabilities and interests, including THE CLEANING AUTHORITY franchise system, were merged with and into us, with us being the surviving entity in the mergers. TCA, Inc. was organized in 1991 as a Maryland corporation and had the same principal place of business as us. TCA, Inc. conducted business and offered franchises under the name "THE CLEANING AUTHORITY" and conducted business of the type offered in this Disclosure Document from 1996 until March 2010. TCA, Inc. did not engage in other lines of business or offer franchises in other lines of business.

Prior to April 2010, our affiliate, TCA Supplies provided direct mail marketing services to our franchisees. TCA Supplies was formed as a Maryland limited liability company in February 2010. In March 2010, TCA Supplies' predecessor, S&T Management, Inc. (the "TCA Supplies Predecessor"), was merged with and into TCA Supplies, with TCA Supplies being the surviving entity in the merger. TCA Supplies Predecessor was organized in the State of Maryland in 1991, and maintained its principal place of business at our headquarters in Columbia, Maryland. From 1996 until April 5, 2010, the TCA Supplies Predecessor was an approved supplier of cleaning products and supplies, and provided direct mail marketing services, to our franchisees. Neither TCA Supplies nor the TCA Supplies Predecessor has offered franchises in any line of business or conducted any other business.

Except as noted above, we have no affiliates, parents or predecessors that must be disclosed in this Item 1.

The Franchise

We offer franchises allowing you to operate a cleaning business under "THE CLEANING AUTHORITY" name and service mark (the "Business"), according to a The Cleaning Authority Franchise Agreement that you and we will sign (the "Franchise Agreement"). A copy of the Franchise Agreement is attached to this Disclosure Document as Exhibit C. If you are an entity, all owners of a fifteen percent (15%) or more interest in you must sign the guaranty attached to the Franchise Agreement as Exhibit A. The Business will specialize in cleaning the inside of residential homes similar to a maid service ("Core Services"), but may also include carpet cleaning, window cleaning, furniture cleaning, the cleaning of commercial properties and businesses, and any other type of cleaning service to any customer ("Non-Core Services"). You are prohibited from offering Non-Core Services during the term of the Franchise Agreement unless you do so under the Marks and pay to us a royalty on all revenue attributable to your provision of Non-Core Services.

We may grant franchises to owners of existing residential cleaning businesses ("Conversion Businesses") that are not operated under a third party's name or mark. Upon conversion, we may, among other things, waive or reduce the Territory Fee for these Conversion Businesses, which will be reflected in an addendum to the Franchise Agreement.

Your Business will operate according to various environmentally-conscious guidelines and recommendations, as published from time to time by an approved third party certification company engaged in the testing and certification of products (including housecleaning solutions, devices and related products) that meet certain scientific-based environmental standards. A list of approved third party certification companies is included in our Brand Standards Manual Suite.

You will operate your Business within a specific territory (the "Territory"). We have two programs that we currently offer – franchises for Territories with at least 30,000 designated households ("Enterprise Market") and franchises for Territories that have 29,999 or less designated households ("Hometown Market"). If your Business will operate in a Hometown Market, in addition to signing the Franchise Agreement, you and we will sign an Addendum to the Franchise Agreement for a Hometown Market (attached as Exhibit L to this Disclosure Document). As noted in Item 5, for Enterprise Markets, you may increase the geographic footprint of your Territory by paying an additional fee to us and signing an amendment to the Franchise Agreement. A designated household is a residence with an estimated annual gross income of at least $60,000, except in California where the estimated annual gross income for a designated household is $75,000. We will determine the number of designated households in the Territory with reference to information provided by a third-party data compilation and demographic information service provider that we select.

Under the Franchise Agreement, we grant you the license to use the System with our service marks, trademarks, logos, trade secrets and other confidential information.

You must participate in the direct mail marketing services program that we offer to our franchisees ("Mailer Program") and pay the associated fees described in Items 5, 6, 7 and 8 of this Disclosure Document. Services provided under the Mailer Program are described in Section 7.1 of the Franchise Agreement and in the Mailer Services Agreement, Attachment III of the Franchise Agreement. It is essential to the ongoing operation of the Business that you develop new customers, as well as service those existing or potential customers that we refer to you or develop through the Mailer Program.

The market for the Business is developing at this time and is competitive. Because of the continuing increase of dual income families, we believe the size of the market will continue to grow. Your competitors will be local and national cleaning companies, as well as individuals who provide cleaning services on a full or part time basis.

You may need to obtain a business license or permit to operate the Business and will need to comply with federal, state and local laws regulating businesses generally. You should familiarize yourself with these laws.

ITEM 2
BUSINESS EXPERIENCE

Rob Weddle: Manager and Chief Executive Officer

Since August 2014, Mr. Weddle has been a manager on the board of managers for Holding Company, TCA and MM and the Chief Executive Officer for Holding Company, TCA, MM and TCA CANADA. In addition, Mr. Weddle has been the President, Assistant Secretary, and Assistant Treasurer of TCA Canada since August 2014 and a director on the board of directors for TCA CANADA since October 2014. Since

September 2017, he has also been a manager on the board of managers for Homewatch and a director on the board of directors for Homewatch Canada and HWCG International. Since December 2018, he has also been a manager on the board of managers of Mosquito Squad. From August 2013 to August 2014, he was our Chief Operating Officer. Mr. Weddle served as our Vice President of Operations from February 2010 to July 2013. He served as Vice President of Operations for TCA CANADA Predecessor from January 2011 to August 2014. He also is the Vice President and an owner of Longhorn Enterprises, Inc. d/b/a The Cleaning Authority in Newark, Delaware, a position he has held since September 2002. Since April 2019, Mr. Weddle has also been the CEO and a manager of OHAC, BFP, Mister Sparky and several of their affiliates. Since April 2013, he has owned an interest in Dirty Dozen 9, LLC d/b/a The Cleaning Authority in Harrisburg, Pennsylvania. Except as noted, all of these positions are based in Columbia, Maryland.

Silpa Velaga: Manager and Chief Financial Officer

Since May 2019, Ms. Velaga has been a manager on our board of managers, our Chief Financial Officer and also (i) the Chief Financial Officer of Authority Brands, Mighty Maids, LLC, TCA CANADA and Homewatch Canada, (ii) Vice President, Treasurer and Secretary of TCA Canada, Homewatch, Homewatch Canada and HWCG International, (iii) manager on the board of managers for Authority Brands, Mighty Maids, LLC, Homewatch, Mosquito Squad, OHAC, BFP and Mister Sparky and several of their affiliates, (iv) a director on the board of directors for TCA Canada, Homewatch Canada and HWCG International and (v) authorized officer of OHAC, BFP and Mister Sparky and several of their affiliates. All of these positions are based in Columbia, Maryland. From September 20017 until May 2019, Ms. Velaga was a Director, Deals with PricewaterhouseCoopers in New York, New York.

Leanne Stapf: Manager and Chief Operating Officer

Ms. Stapf has been Chief Operating Officer for TCA and TCA Canada since November 2018. Since September 2018, Ms. Stapf has also been a manager on the board of managers for TCA, MM and TCA CANADA. Since August 2017, she has owned an interest in Dirty Dozen 9, LLC d/b/a The Cleaning Authority in Harrisburg, Pennsylvania. From April 2017 to November 2018 she was the Vice President of Operations for TCA and TCA Canada. From August 2014 to April 2017 she was the Director of Operations for TCA and TCA Canada. From June 2013 to April 2014, she was the Director of Operations for FranForward LLC in Columbia, Maryland.

Katie Dills: Director of Operations

Ms. Dills has been Director of Operations for TCA and TCA Canada since November 2018. From March 2017 to November 2018 she was a Project Manager for TCA and TCA Canada. From May 2009 to March 2017 she was Managing Partner in PBD LLC, d/b/a The Cleaning Authority in Mt. Airy, Maryland.

Iric Wexler: Chief Development Officer

Mr. Wexler has been Chief Development Officer for Holding Company since September 2017. He has been Chief Development Officer for TCA and TCA CANADA since April 2016. From August 2014 to April 2016, he was the Vice President, Development for TCA and TCA CANADA. He was Vice President, Development for FranForward LLC from June 2013 to August 2014 in Columbia, Maryland. From November 2012 to June 2013, he served as Vice President, Brand Development for STG Development Group, LLC in Arnold, Maryland.

ITEM 3
LITIGATION

Prior Actions Involving an Affiliate, One Hour Air Conditioning Franchising, L.L.C., as Guarantor, and Not Involving Franchisor:

We are not a party to any of the following actions and these actions do not involve our System or our franchise relationship with any of our current or former franchisees.

Holland Heating and Air Conditioning, Inc., et al. v. One Hour Air Conditioning Franchising, L.L.C., Case No. 11-cv-01869-JDW-MAP, United States District Court for the Middle District of Florida. On August 18, 2011, Holland Heating and Air Conditioning, Inc., Holland Service Company, LLC, and Steve Holland (collectively, "Holland"), an OHAC franchisee in Wisconsin with two existing franchise agreements, filed, but did not serve, a complaint against OHAC, our affiliate. Holland asserted that OHAC did not have the right to collect a continuing franchise fee under one of the franchise agreements, that OHAC was improperly collecting continuing franchise fees for "air quality services" under both franchise agreements and that OHAC had improperly terminated four other franchise agreements in violation of the Wisconsin Fair Dealership Law. On August 5, 2011, prior to the filing of the complaint, OHAC initiated the mediation process required by the franchise agreements. On October 13, 2011, the parties engaged in one-day mediation session. Following the mediation, the parties continued to seek to resolve the dispute, and on December 16, 2011, the parties entered into a mutual release agreement ("Mutual Release Agreement") resolving the dispute. Pursuant to the terms of the Mutual Release Agreement, Holland and OHAC agreed, without any admission of liability, to a mutual general release of claims. Holland also agreed to dismiss the suit. Holland further agreed that it was obligated to pay continuing franchise fees under both existing franchise agreements, including for "air quality services." On December 22, 2011, the Court entered an order dismissing the suit.

VenVest Ballard, Inc., et al. v. Clockwork, Inc., et al., Case No. 5:14-cv-00195-MWF-EX, (Central District of California) January 31, 2014. Originally, only Clockwork, Inc. and Clockwork IP, LLC, both affiliates of OHAC, were sued by entities owned by George Donaldson, including a company that had been a franchisee of OHAC (collectively "Donaldson"). The original complaint sought or alleged: (1) declaratory judgment that a slogan used by Donaldson's re-branded business and purportedly owned by Continental Heating and Air Conditioning, Inc. did not infringe trademarks held by defendants; (2) declaratory judgment that certain non-competition provisions in a contract (separate from the franchise agreements) between the parties were void under California law; and (3) unfair competition. Subsequent pleadings added additional parties, including OHAC, and added claims for monetary damages, alleging that defendants improperly provided, to a neighboring franchisee, data about customers in the neighboring franchisee's owned territory. The parties filed a joint stipulation of dismissal on May 12, 2015. This matter was resolved by agreement between the parties entered into on May 8, 2015 in which 1) the slogan that Donaldson requested the court declare non-infringing would be removed from use and its registration canceled by Donaldson, 2) Donaldson agreed to refrain from using any marks of the franchise system, or other intellectual property similar to those of OHAC and the other defendants, including images of a clock, the phrase "on time", and any guarantees of payment or refund based on timeliness, 3) defendants agreed not to use any of Donaldson's customer information, and 4) all other remaining claims between the parties were dismissed, and other customary terms common to such settlements were also agreed. On July 10, 2015, the court entered an order to close the case.

One Hour Air Conditioning Franchising, L.L.C. v. Dallas Unique Indoor Comfort, Ltd., Case No.8:13-cv-03278-JSM-MAP (Middle District of Florida) December 31, 2013. In this suit, OHAC alleged that its former franchisee, Dallas Unique Indoor Comfort, Ltd., continued to use a name and marks similar to OHAC's marks, continued to utilize the identifying characteristics of OHAC's system, and continued to operate by utilizing OHAC indicia of operation, each in violation of the defendant's franchise agreement with OHAC. A bench trial was held in November 2015 and the court entered a judgment in favor of

defendant on November 16, 2015. Defendant filed a motion for attorneys' fees and costs. The defendant's motion for attorneys' fees and costs was resolved by agreement between the parties in which OHAC agreed to pay defendant $560,000. On January 14, 2016 a notice of settlement was filed with the court.

One Hour Air Conditioning Franchising, L.L.C. v. Holland Heating and Air Conditioning, Inc.; Steven D. Holland, Case 8:15-cv-02475; U.S. District Court, Middle District of Florida. On October 20, 2015, OHAC filed suit against one of its franchisees, Holland Heating and Air Conditioning, Inc., and its owner, Steven Holland, alleging breach of their franchise agreement, and breach of an expired franchise agreement, by operating a competing business that offered residential air conditioning and heating services. On March 24, 2016, defendants filed a counterclaim against OHAC claiming violation of the Wisconsin Fair Dealership Law, for allegedly failing to renew a franchise agreement and substantially changing the competitive circumstances, and breach of the implied duty of good faith and fair dealing, for allegedly breaching the franchise agreements and unfairly interfering with defendants' receipt of benefits under the franchise agreements. The parties entered into a settlement agreement and release (the "Settlement Agreement") on June 6, 2016, in which they agreed to terminate defendants' remaining franchise agreement, and signed a mutual general release, and in which the defendants agreed to pay OHAC $200,000 over a period of time. As part of the Settlement Agreement, the parties agreed that defendants would comply with certain franchise agreement termination obligations and could continue to operate a heating and air conditioning business, provided that the business (i) does not operate in conjunction with the OHAC system or trademarks, and (ii) complies with other obligations in the Settlement Agreement. A notice of dismissal was filed on June 8, 2016.

Litigation by an Affiliate, One Hour Air Conditioning Franchising, L.L.C., as Guarantor, and Not Involving Franchisor, against OHAC Franchisees in the Last Fiscal Year:

Suit to Collect Royalties and Other Monies Owed:

One Hour Air Conditioning Franchising, L.L.C., Benjamin Franklin Franchising, LLC, and Mister Sparky Franchising, L.L.C. v. Bobby R. Wilkins, Case No. 2018-08117, filed on February 6, 2018 in the 11th Judicial District Court of Harris County, Texas.

Other than the actions noted above, 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

Territory Fee

The Territory Fee is variable depending on the number of designated households in your Territory (which will be defined by zip codes) and is payable in full when you sign the Franchise Agreement. The Territory Fee is calculated by multiplying the number of designated households in the Territory by $0.75. For Enterprise Markets, there will be between 30,000 to 60,000 designated households in the Territory and, for Hometown Markets, there will be between 15,000 to 29,999 designated households in the Territory. In certain limited circumstances, we may provide additional zip codes without charging the Territory Fee. The Territory Fee is between $22,500 and $45,000 for Enterprise Markets and between $11,250 and $22,499 for Hometown Markets. For Hometown Markets, we may finance a portion of the Territory Fee. See Item 10 for details.

For Enterprise Markets, we may allow you to have a larger number of designated households in your Territory. For example, you may request that your Territory include a larger geographic area. Accordingly, if your Territory includes more than 60,000 designated households, your fee will be based on the number of designated households in your Territory and your fee could be in excess of $45,000. Specifically, the cost for your Territory will be $0.75 per designated household in your Territory at the time you sign the Franchise Agreement, and if you request (and we agree) that your Territory include a larger geographic area, you may pay a higher Territory Fee.

We determine the number of designated households in your Territory with reference to information provided by third-party data compilation and demographic service providers at the time you sign the Franchise Agreement, although the number of households in your Territory may fluctuate over time. The number of designated households for each franchise will be defined and the Territory Fee determined before you sign the Franchise Agreement.

Initial Franchise Fee

In addition to the Territory Fee, you must pay to us an Initial Franchise Fee in the amount of $20,000 for an Enterprise Market and $15,000 for a Hometown Market upon signing the Franchise Agreement. In consideration of the Initial Franchise Fee, we will provide you with a variety of materials, information and insight on establishing your Business, including among other things we will set up the Mailer Program for your Territory and we will provide you support prior to training, and a copy of the Pre-Work Manual. We also will reimburse ourselves for certain costs to provide you with the Initial Training Program as described in Item 11 below.

Uniformity of Fees; Incentives and Fee Reductions

Initial fees paid may not be uniform. From time to time, we may vary, reduce, negotiate or make an exception to our standard initial fee structure and/or payment terms related to mergers, conversions or other transactions, as well as for our existing franchisees or franchisees of our affiliates. For example, we may offer opportunities to purchase a franchise at a reduced initial fee to (i) our or our affiliates' qualified existing franchisees in good standing, or (ii) qualified prospective franchisees that are converting their existing business to a franchised business. We may discontinue, modify, withdraw or reinstate any such opportunities or variations to initial fees without notice to you at any time.

We participate in the Veterans Transition Franchise Initiative (commonly referred to as "VetFran"), which seeks to provide an opportunity for veterans who want to be in business. If you are a qualified veteran, currently defined as any former member of the United States Armed Forces who can provide a DD214 which indicates an Honorable Discharge, we will reduce the Territory Fee by 25%.

As of the date of this Disclosure Document, we offer a referral incentive program that pays $20,000 to an existing franchisee who directly refers a candidate to us who becomes a new THE CLEANING AUTHORITY franchisee in a new location within 6 months of the date of referral. The incentive payment is only paid with respect to the first franchise purchased by the referred new franchisee and other limitations may apply. We may change or eliminate the referral program at any time without notice. Franchisees participating in the referral program are not our sales agents and are not authorized to make any statements on our behalf, including any statements related to the financial performance or prospect for success of any franchise.

Training Software Access Fee

Simultaneously with the payment of the Initial Franchise Fee, you must pay us a one-time Training Software Access Fee of $250 for which we will provide you access to our online training modules on our software system.

Refundability

All fees identified in this Item 5 are not refundable.

Ranges of Fees paid Last Fiscal Year

During our fiscal year 2018, the Territory Fees were calculated uniformly in accordance with the formula set forth above in this Item 5, and the Initial Franchise Fees were also uniform in the amounts set forth above in this Item 5.

ITEM 6
OTHER FEES

Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
Royalty	For Enterprises Markets, 6% of first $500,000 Gross Revenues; 5% of Gross Revenues from $500,000.01 to $1,000,000; 4% of Gross Revenues above $1,000,000.01. For Hometown Markets, 6% of first $250,000 Gross Revenues; 5% of Gross Revenues from $250,000.01 to $500,000; and 4% of Gross Revenues above $500,000.01. If you are not in compliance with your agreements, the royalty remains at 6%.	Wednesday of each week, in arrears	Gross Revenues include all revenues on an annual basis (excluding sales or use tax) and are cumulative. See Notes 3 and 4 for additional information.
NAF Contribution	For both, Enterprise Markets and Hometown Markets, 1% of weekly Gross Revenues or $200, whichever is less.	Wednesday of each week, in arrears	We may increase this fee above 1% or above the $200 cap if 50% or more of our franchised businesses consent to the increase. See Item 11 for additional information.

Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
Mailer Fee[5]	Currently $0.368 per mailer	Wednesday of each week, in arrears	You must purchase a specified minimum number of mailers for a percentage of designated households in your Territory each week, provided that, if you are not in default and you have operated the Business for at least the prior consecutive fifty-two (52) weeks, we will permit you to suspend mailings during any three weeks (defined as Sunday through Saturday) per calendar year. Initially, the minimum will be 9% of designated households in your Territory. We may change the Mailer Fee at any time upon 30 days' advance written notice. See Note 5 and Item 11 for more information.
Software Access Fee	Currently $27.50 per week	Wednesday of each week, in arrears	We reserve the right to change this fee, but will not increase this fee by more than 10% in any 12 month period.
Call Center Fee	Currently $1.50 per call with a new prospective customer and $2.00 per call for all other calls	Wednesday of each week, in arrears	All telephone calls to the Franchised Business must be answered by live voices during normal business hours. You may not have your phones answered by answering machines, voicemail, or transferred to cellular telephones or other similar devices. We have established a Call Center for you to use for incoming calls, which you may use to satisfy the live voice requirement. We will charge you a fee for the Call Center service and you agree to pay the then-current fees that we may charge for this service. We reserve the right to increase the Call Center Fee and to charge a minimum fee for this service. We reserve the right to terminate your access to the Call Center, and we also reserve the right to cancel the Call Center program.

Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
Transfer	Then-current transfer fee (which is currently (a) $10,000 if the transfer occurs after the first two years from the effective date of the Franchise Agreement, or (b) $20,000 if the transfer occurs within the first two years of the effective date of the Franchise Agreement)	Prior to transfer	Payable to us on or before the date that you transfer or assign your franchise. See Note 6 for additional information.
Audit	Any costs associated with auditing your books	30 days after invoice	See Note 7 for additional information.
Additional Training Fee	Varies, we currently charge $50 per hour	30 days after invoice	We may charge you for operating assistance made necessary by your failure to comply with the Franchise Agreement or operating assistance you request that is greater than the assistance we normally provide.
Manual Suite	$1,000	30 days after invoice	If you fail to return the Brand Standards Manual Suite, you must pay us $1,000 per day commencing 5 days after termination, expiration or transfer, in addition to any other remedy available to us.
Employee Background Checks	$1,000 per day	Immediately after notice from us	If you fail to conduct required background checks before you hire an employee, we may terminate your Franchise Agreement if you fail to cure the default, or we may require you to pay a fee of $1,000 per day. You must indemnify us from all damages and claims as a result of any actions or omissions of you or your employees, including allegations of joint employer status.
Indemnification	Our actual defense costs	30 days after we bill you	You must defend and indemnify us from all damages and claims relating to the operation of your business. (See Section 23.6 of the Franchise Agreement.)
Late Charges/ Insufficient Funds Fee	1.5% per month on unpaid balances. If there are insufficient funds to cover a check or other transfer, we reserve the right to charge you a fee in the amount of (i) $100 for first violation; (ii) $150 for second violation and (iii) $200 for any subsequent violation	Immediately after notice from us	This fee is only due when fees owed to us are not paid on time. We also reserve the right to charge you the insufficient funds fee if there are insufficient funds in your account to cover our fees. See Note 8 for additional information.

Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
Convention Fee	The then-current fee, which is currently $2,000	Immediately after the Annual Convention	This fee is only due if you do not attend our Annual Convention.
Failure to Maintain Insurance	Our actual cost for insurance premiums and costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining the insurance	On demand	If you fail to maintain the required insurance coverage on your franchise, we may acquire and pay for the insurance coverage and charge you.
Step In Rights Fee	All of our reasonable costs and overhead, if any, incurred in connection with our operation of your Business pursuant to our exercise of our Step In Rights, including, without limitations, costs of personnel for supervising and staffing the Business and their travel and lodging accommodations, as well as pay a fee of up to $500 per day.	Immediately after notice from us	In addition to our right to terminate your Franchise Agreement and any other rights we may have against you, upon your failure to cure a default, we have the right, but not the obligation, to enter upon the Business premises and exercise complete authority with respect to the operation of the Business (or designate a third party to exercise authority) until such time as we determine that the default has been cured, and you are otherwise in compliance with the Franchise Agreement. You must indemnify and hold us (and our designees and employees) harmless from and against any fines, claims, suits or proceedings that may arise out of our operation of the Business, and you must reimburse us for our costs as provided in this Item 6.
Liquidated Damages	An amount equal to the greater of (a) two years of Royalty Fees (calculated as the average weekly Royalty Fees paid in the 52-week period preceding the termination of the Franchise Agreement, multiplied by 104 (i.e., the number of weeks in the two-year period)) or (b) $100,000.	Immediately upon any early termination of your Franchise Agreement	Upon any early termination of your Franchise Agreement (other than termination due to a transfer), you must pay us liquidated damages as provided in this Item 6.
Failure to purchase required data security products	Actual costs we incur if we purchase data security products for you.	On demand	If you fail to purchase any required data security products, we may purchase them for you and you must reimburse us for the costs we incur.

NOTES

(1) An original shareholder in one of our predecessors operates a franchised business and he does not pay certain ongoing fees reflected in Item 6. Except as noted, all fees are paid to us, uniformly imposed and are non-refundable.

(2) We require that all payments you owe us be made by Electronic Funds Transfer ("EFT").

(3) You will pay all state and local taxes, including, without limitation, taxes denominated as income or franchise taxes, that may be imposed on us as a result of our receipt or accrual of the Territory Fee, Initial Franchise Fee, the Royalty Fee, the NAF Contribution, the Mailer Fee, and other fees that are referenced in your agreements with us, whether assessed against you through withholding or other means or whether paid by us directly. In either case, you will pay to us (and to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required. This does not apply to any federal or Maryland income tax we have to pay or to cleaner tips. If you are in default under your Agreement, your royalty remains at 6%, regardless of the amount of your Gross Revenues.

(4) Royalties, Mailer Fees, Software Access Fees, Call Center Fees, and NAF Contributions, if applicable, are payable on Wednesday of each week in arrears. Interest at the highest legal rate up to 1.5% per month accrues from the day after payments are due.

(5) We produce the mailers and deliver them to the U.S. Postal Service on your behalf on a weekly basis and you are required to pay us for this service, in arrears, on Wednesday of each week. Postage is included in the Mailer Fee. Mailers must be sent to between 9% and 13% of the designated households in your Territory each week, depending on the number of customers in your Territory. Initially, the minimum will be 9% of designated households in your Territory.

If you have a required minimum number of customers (300 customers for Enterprise Markets; 225 customers for Hometown Markets) and achieve the then-current Mark of Excellence ("MOE"), which is presently defined as less than 0.90% weekly termination rate for an entire calendar quarter, you will have the opportunity to reduce your mailer rate for the following calendar quarter from 13% of designated households to 12% of designated households in your Territory. You must contact us in order to reduce your mailer rate.

You may take a mailer holiday during any three weeks (defined as Sunday through Saturday) of each calendar year, provided that you satisfy the conditions we impose including that you have operated the Business for not less than the prior consecutive fifty-two weeks. (For avoidance of doubt, your operation of the Business is deemed to begin on the first business day on which we make our marketing brochures available to your Business through our proprietary software system). You must provide written notice to us before you take a mailer holiday.

If you default on the payment of your mailer obligations 3 times in any consecutive 12-month period (whether or not you cure the prior failures to pay), we may terminate the Franchise Agreement immediately upon notice to you. In lieu of termination, we may allow you to sign an amendment with us where you agree to pay any past due amounts to us over time and pre-pay for a minimum 2 week period, the cost of your mailer obligations plus all other fees owed to us including Royalty and NAF Contribution, calculated using the average of the prior 8 weeks Gross Revenues. Any such amendment will include a general release of all claims in favor of us (subject to applicable state law).

(6) In addition to the transfer fee, prior to the transfer or assignment: (a) if a third-party acts as a broker, agent or consultant in connection with the sale, we also must receive the greatest of (1) $15,000, (2) ten percent (10%) of the total purchase price or (3) the amount charged by the third party, which you and we agree will cover the cost of third-party commissions that we are required to pay in connection with the sale;

or (b) if we identify the prospective purchaser, we must receive the greater of (1) $10,000 or (2) our actual costs to identify the prospective purchaser.

(7) We may audit your sales reports, bank statements, financial statements and tax returns. If the Royalty Fee or other fees are underpaid by more than 2%, you pay us 3 times the amount due, plus our costs and 1.5% interest per month (or the maximum rate allowed under applicable law, whichever is less) on the underpayment. If less than 2% of fees are underpaid, you pay us the amount due, plus 1.5% interest per month on the underpayment. The cost of the audit will vary depending on the quality of your records and the amount of time required to review these records.

(8) Interest begins from the date of the underpayment.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Enterprise Market

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Territory Fee (1)	$22,500 to $45,000	Lump Sum	On signing Franchise Agreement	Us
Initial Franchise Fee (2)	$20,000	Lump Sum	On signing Franchise Agreement	Us
Computer including Training Software Access Fee	$1,250 to $1,750	As Arranged	As Arranged	Us and Various Third Party Suppliers
Washer, Dryer & Furniture	$1,500 to $3,000	As Arranged	As Arranged	Various Third Party Suppliers
Cleaning Equipment and Supplies	$2,500	As Arranged	As Arranged	Various Third Party Suppliers
Travel and Living Expenses While Training (3)	$1,500 to $2,500	As Arranged	As Arranged	Various Third Party Suppliers (e.g. airlines, hotels, restaurants)
Insurance and Insurance Deposits for 3 months	$5,000 to $7,000	As Arranged	As Arranged	Various Third Party Suppliers (insurance companies)
Opening Inventory	$2,000 to $2,500	As Arranged	As Arranged	Various Third Party Suppliers
Office Rent for 3 months plus 1 month security deposit (4)	$4,800 to $8,000	As Arranged	As Arranged	Landlord
Mailer Fees (first 13 weeks) (5)	$12,917 to $25,834	Weekly	The fee is due weekly in arrears on Wednesdays	Us
Vehicle Lease or Purchase (6)	$0 to $2,000	As Arranged	As agreed upon	Third Parties

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Full time manager (7)	$0 to $13,750	As Arranged	As arranged	Your manager, governmental withholdings
Additional Funds for 3 months (8) (excludes royalty fees)	$23,000 to $34,000	As Incurred	As incurred	Various Third Party Suppliers
Total Initial Investment (Note 9)	**$96,967 to $167,834**			

Hometown Market

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Territory Fee (1)	$11,250 to $22,499	Lump Sum	On signing Franchise Agreement	Us
Initial Franchise Fee (2)	$15,000	Lump Sum	On signing Franchise Agreement	Us
Computer, including Training Software Access Fee	$1,250 to $1,750	As Arranged	As Arranged	Us and Various Third Party Suppliers
Washer, Dryer & Furniture	$1,500 to $3,000	As Arranged	As Arranged	Various Third Party Suppliers
Cleaning Equipment and Supplies	$2,500	As Arranged	As Arranged	Various Third Party Suppliers
Travel and Living Expenses While Training (3)	$1,500 to $2,500	As Arranged	As Arranged	Various Third Party Suppliers (i.e. airlines, hotels, restaurants)
Insurance and Insurance Deposits for 3 months	$5,000 to $7,000	As Arranged	As Arranged	Various Third Party Suppliers (insurance companies)
Opening Inventory	$2,000 to $2,500	As Arranged	As Arranged	Various Third Party Suppliers
Office Rent for 3 months plus 1 month security deposit (4)	$4,000 to $6,500	As Arranged	As Arranged	Landlord
Mailer Fees (first 13 weeks) (5)	$6,458 to $12,916	Weekly	The fee is due weekly in arrears on Wednesdays	Us
Vehicle Lease or Purchase (6)	$0 to $2,000	As Arranged	As agreed upon	Third Parties
Full time manager (7)	$0 to $13,750	As Arranged	As arranged	Your manager, governmental withholdings
Additional Funds for 3 months (8) (excludes royalty fees)	$21,000 to $28,000	As Incurred	As incurred	Various Third Party Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Total Initial Investment (Note 9)	**$71,458 to $ 119,915**			

NOTES

We have used our and our predecessors' combined 20 years of experience, as well as information we have received from our franchisees, to make these estimates. Costs will vary depending upon a number of factors. There is no assurance that your experience will correspond with these cost estimates. Except as noted below, or in other Items of this Disclosure Document, all payments are uniformly imposed and non-refundable. Payments you make to third-party suppliers may or may not be refundable depending on supplier terms. Except as set forth in Item 10 for Hometown Markets, we do not provide financing for any portion of your initial investment.

(1) **Territory Fee.** Amount varies as disclosed in Item 5. If your Territory has more than 60,000 designated households, your Territory Fee will be greater than $45,000. The Territory Fee is non-refundable. For Conversion Businesses, we may waive or reduce the Territory Fee. For Hometown Markets, we may finance a portion of the Territory Fee. See Item 10 for details.

(2) **Initial Franchise Fee.** The Initial Franchise Fee is a one-time payment, due upon signing the Franchise Agreement. This fee is non-refundable. In consideration of the Initial Franchise Fee, we will provide you with a variety of materials, information and insight on establishing your Business, including providing you with, among other things, Mailer Program set up for your Territory and provide support prior to training, and the Pre-Work Manual. We also will use a portion of the Initial Franchise Fee to reimburse ourselves for costs associated with your attendance at the Initial Training Program.

(3) **Travel and Living Expenses While Training.** These expenses include travel and living expense costs associated with the Initial Training Program (applicable to all franchisees) and the 3-day On-Site Training (applicable to franchisees that purchase an existing THE CLEANING AUTHORITY business). These fees may or may not be refundable depending upon supplier terms. See Item 11.

(4) **Office Rent.** You will need a small office of approximately 800 to 1,200 square feet for Enterprise Markets and approximately 700 to 1,100 square feet for Hometown Markets, which will serve as your employees' "home base" and storage area for cleaning equipment and supplies, as well as other materials and equipment necessary for the operation of the Business. Only the geographic location of the office needs to be approved by us. Your office cannot be located in a residence. We will not unreasonably withhold our approval, and we will give our approval promptly. Office rentals will vary. You should consult a local real estate expert. Your office must be located within your Territory. These fees may or may not be refundable depending upon supplier terms.

(5) **Mailer Fees.** Mailer Fees are due on the Wednesday for the following week for the balance of the term of the Franchise Agreement, except during any authorized mailer holiday that you select for your business. The payments must be made by EFT or by such other method as we may designate. For Enterprise Markets, we have assumed you will purchase mailers for 9% of the designated households in your Territory for the first 13 weeks and that you have between 30,000 and 60,000 designated households in your Territory. For Hometown Markets, we have assumed that you will purchase mailers for 9% of your designated households in your Territory for the first 13 weeks and that you have between 15,000 and 29,999 designated households. The Mailer Fees are non-refundable.

(6) **Vehicle Lease or Purchase.** This estimate reflects the costs for purchasing or leasing a vehicle for a period of three months including, monthly vehicle lease or loan payments, sales tax and title fees. The

low range ($0) assumes that you use your own vehicle for your Business. These fees are non-refundable. For Conversion Businesses, you may be able to use a previously purchased vehicle.

(7) **Full-Time Manager Salary for Three Months.** The low range of this estimate assumes that you (or if you are an entity, your owner) will devote full working time to the supervision and management of the Franchised Business. The high range of the estimate assumes that we have consented to the supervision and management of the Franchise Business by a qualified, full-time manager whom you hire and who successfully completes all training we require. The high range is an estimate of three months' of salary for such qualified, approved, full-time manager of the Franchised Business.

(8) **Additional Funds for Three Months.** This estimates your initial start-up expenses as an owner-operator for the first three months. It includes such costs as incorporation, monthly on-line access fees to the Internet, and employee wages (excluding any salary to you and any salary to an approved, full-time manager of the Franchised Business, which is covered in note 7 above) and advertising expenses for the first three months. It does not include any royalty fees you are required to pay. These figures are estimates and we can't guarantee that your expenses won't be higher. Your costs will vary depending upon factors such as how well you follow our procedures; your management and sales skills; competition; economic conditions; the local wage market for your employees; the local market for our services; and other factors.

(9) **Conversion Businesses.** A Conversion Business may, subject to our approval, use previously purchased equipment and materials including a computer, washer/dryer, cleaning equipment and supplies and opening inventory.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We provide you with a list of approved manufacturers, suppliers and distributors ("Approved Suppliers List") and approved products, services, fixtures, furniture, equipment, supplies and other items or services necessary to operate the Business ("Approved Supplies List"). The Approved Supplies List may specify the specific manufacturer of a specific product, service or piece of equipment. We, an affiliate of ours, or a third party vendor or supplier may be the only approved supplier for certain products or services.

We are the only approved supplier of the Mailer Program. You must pay to us a Mailer Fee for each mailer (currently $0.368, which amount we may modify) you are required to purchase from us on a weekly basis. Our costs for the Mailer Program include the cost of postage, production, mailing lists, shipping and delivery to the United States Postal Service, maintenance on production equipment and facilities, production supplies, administrative services, commissions/payments due, salaries, other related costs and expenses and profit. We believe the Mailer Fee is approximately equal to or lower than the prevailing market price you would obtain if you engaged a third party on your own to provide comparable services of a comparable quality on a consistent basis. This does not mean that we offer the lowest price; however, based on our experience, vendors that provide lower pricing for a single franchisee or a small group of franchisees and/or for a limited period of time do not promote the same level of uniformity in long-term system-wide product quality and service that we are able to provide. If we are no longer able to provide these services, we will endeavor to provide these services to you through an alternate supplier at a comparable cost.

We also are the only approved supplier for certain pre-opening business administration and set-up assistance. You must also use our proprietary software, which is currently TCA.net (although we anticipate changing its name to TCA IQ in connection with an upcoming software upgrade), and you must pay us the then-current software related fees. For your payment of the Training Software Access Fee (see Item 5) we will provide you access to our online training modules on our software system.

Under the Franchise Agreement, during normal business hours, you must use a call center or similar type of answering service so that any customer that calls will reach a live voice, rather than an answering machine. We do not allow you to use an answering machine or have your phones forwarded to a mobile phone or other similar device during normal business hours. We are an approved supplier for this service, however, you may contract with another live voice service to answer calls. The costs to provide this service consist of the cost of obtaining and maintaining the equipment and facilities used for the call center, training costs, administrative functions, other related costs and expenses, and salary expenses. We believe the cost of providing the call center service is less than the prevailing market rate that you would pay if you tried to obtain a similar service providing comparable quality on an individual basis.

Although you are not required to purchase cleaning supplies from us, we are one of several approved suppliers of cleaning supplies, including vacuum cleaners. We have negotiated special pricing rates or discounts with some suppliers for the System, which are available to you; however, we may discontinue this practice in the future.

The approved lists also may include other specific products or services without reference to a particular manufacturer, or they may set forth the specifications and/or standards for other approved products or services. For example, as further described in Item 11, we give you, at the time of your Initial Training Program, detailed specifications for your computer and the minimum hardware and software requirements needed to open a Business. We may revise the Approved Suppliers List and Approved Supplies List. We give you the approved lists as we deem advisable, including by making them available in the Brand Standards Manual Suite.

At all times during the term of your Franchise Agreement, you must maintain in force, at your sole expense, insurance coverage for the Business that meets our requirements. Currently, our minimum insurance requirements are as set forth herein. You are required to maintain, at a minimum, the following insurance coverage for the Business: (a) comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by, or incurred in connection with, the operation of, or conduct of the Business by you; (b) general casualty insurance (including fire, broad form standard coverage, and intentional and malicious mischief) including coverage on equipment, furnishings, signs and supplies; (c) motor vehicle liability insurance; (d) worker's compensation insurance; (e) hired, non-owned automobile insurance; (f) employment practices liability insurance and (g) any other coverages as required by the Brand Standards Manual Suite. We also recommend, but do not currently require, that you maintain an umbrella policy. Your policies must have endorsements to add back coverage for losses due to care, custody or control, and for losses due to workmanship or work not properly performed. Your broad form liability must provide lost key coverage to re-key Customer homes or offices if the Customers' keys become lost or damaged while in your care, custody or control, and third party dishonesty coverage on all employees to pay for theft by an employee of any Customer or property. The insurance coverage shall be maintained under one or more policies of insurance containing the amounts and types of coverage that we prescribe from time to time, and must be underwritten by an insurance company rated "A" or higher by Alfred M. Best & Company, Inc., or such other insurance rating company as we designate. All such public liability and motor vehicle liability insurance policies shall name us as an additional insured, and provide that we receive thirty (30) days prior written notice of any termination, expiration or cancellation of any such policy. The amount and specific types of coverage, as set forth above and in the Brand Standards Manual Suite, may be changed by us from time to time. The policies must be an "occurrence" policy, and not a "claims-made" policy.

Prior to the Opening Date, you must file with us a certificate of insurance showing evidence of all required insurance coverage. You must annually file with us a certificate of insurance showing maintenance of all required insurance coverage. Additionally, during the term of your Franchise Agreement, within forty-eight (48) hours after your receipt of a request from us, you must provide satisfactory evidence of insurance to us. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may (but need not) obtain comparable insurance for you and the Business on your behalf, in which event

you shall cooperate with us and promptly reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining the insurance.

Except as noted above, neither we nor our affiliates are approved suppliers for any goods or services to our franchisees. We do not provide material benefits to you (for example, renewal or granting additional franchises) based upon your purchase of particular products or services or use of particular suppliers.

You must use in connection with your business operations housecleaning products, devices and practices that meet certain scientific-based environmental standards and are certified by an approved company engaged in the testing and certification of products (including housecleaning solutions, devices, and related products). We will provide you with a list of such cleaning products and certification companies in the Brand Standards Manual Suite or otherwise in writing. You must use our "green" logo in connection with your business operations.

Except for single source suppliers discussed above, you must notify us in writing if you want to offer for sale from the Business, any brand of product, service or supply, or to use in the operation of the Business any other material, item or supply that is not then approved by us, or to purchase any product or service from a supplier that is not then designated as an approved supplier. Before giving our approval, we may ask the supplier to provide samples of materials to determine whether they meet our specifications. We do not currently impose any fee either to you or the supplier for conducting this investigation. We will usually be able to tell you within 30 days whether or not the supplier is approved, but the time period will depend upon the cooperation we receive from the supplier in responding to our questions.

Since most of the items you will purchase to begin operating your Business must meet our specifications, you can expect that the items purchased in accordance with our specifications, including cleaning products and mailing services, will represent 50% to 70% of your total expenditures you will make to begin operations. Once you begin operating, the primary items you will purchase that must meet our specifications are cleaning products and mailing services. We would expect these items to represent 10-30% of your total expenses.

We and our affiliates reserve the right to receive rebates, incentives, overrides or other consideration from suppliers in connection with your purchases of goods, products and services as described in this Item 8, as well as in connection with any future purchases of any goods, products or services. Most of these payments are calculated on an amount based on products sold. We will retain and use such payments as we deem appropriate or as required by the vendor. We also may derive revenue from any items we sell directly to you in the future by charging you more than our cost. During our fiscal year 2018, we received $29,039,192 in revenue from providing products and services to our franchisees, or 66.7% of our total annual revenues in the amount of $43,554,414, as obtained from our internal financial systems, which are unaudited. Several of our approved suppliers provide sponsorships in support of our Annual Convention. During our fiscal year 2018, these approved suppliers paid a total of $36,800 (ranging from $2,500 to $10,000 for each individual sponsorship) to us in support of our Annual Convention.

We have not arranged any purchasing or distribution cooperatives among our franchisees, although we reserve the right to do so. Some of our officers have an ownership interest in TCA, the franchisor.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement ("FA"), Mailer Services Agreement ("MSA") or Other Agreements	Disclosure Document Item
a. Site selection and acquisition/lease	FA: Section 4	Items 7, 11 and 12
b. Pre-opening purchases/leases	FA: Sections 7.1 & 11 MSA: Section 1	Items 6, 7 and 8
c. Site development & other pre-opening requirements	FA: Sections 3.1, 3.2, 4, 10 & 11 Section 2 of Renewal Addendum	Items 7 and 11
d. Initial and ongoing training	FA: Sections 5 & 10 Section 3 of Renewal Addendum	Item 5 and 7
e. Opening	FA: Section 5 & 11.1	Items 7 and 11
f. Fees	FA: Sections 5, 6, 7, 9, 10, 11, 14, 18, 19, 20 & 23 MSA: Sections 1,3 & 5 Section 5 of Renewal Addendum	Items 5, 6, 7 and 11
g. Compliance with standards and policies/Brand Standards Manual Suite	FA: Sections 8, 10 & 11	Items 8 and 11
h. Trademarks and proprietary information	FA: Sections 16 & 21	Items 13 and 14
i. Restrictions on Products/services offered	FA: Section 11	Items 8 and 16
j. Warranty and customer service requirements	FA: Section 11	Items 11, 16
k. Territorial development	FA: Section 3.2	Item 12
l. Ongoing product/ services purchases	FA: Sections 7, 8, 9 & 11 MSA: Section 3	Item 8
m. Maintenance, appearance and remodeling requirements	FA: Sections 4 &11	Item 11
n. Insurance	FA: Section 15	Items 7 and 8
o. Advertising	FA: Sections 7, 8, 11 & 17 MSA: Section 3	Items 6, 8 and 11
p. Indemnification	FA: Sections 5, 11.14, 17.5 & 22.6	Item 6 and Item 11
q. Franchisee's participation/ management/staffing	FA: Sections 10 & 11	Items 11 and 15
r. Records/reports	FA: Sections 11, 13 & 14	Items 6 and 8
s. Inspections/audits	FA: Sections 13 & 14	Item 6
t. Transfer	FA: Sections 18 & 19 MSA: Section 9	Item 17
u. Renewal	FA: Section 2.3 Renewal Addendum	Item 17
v. Post-termination obligations	FA: Sections 17.5 & 21	Item 17
w. Non-competition covenants	FA: Section 21	Item 17

Obligation	Section in Franchise Agreement ("FA"), Mailer Services Agreement ("MSA") or Other Agreements	Disclosure Document Item
x. Dispute resolution	FA: Sections 22 & 23 MSA: Section 10	Item 17
y. Personal Guaranty	FA: Exhibit A MSA: Page 3	Item 15

ITEM 10
FINANCING

If you purchase a franchise for a Hometown Market, we may offer you financing of up to $12,000 of the Territory Fee if you are a qualified credit worthy prospective franchisee. We do not offer financing in connection for any other purpose in connection with the establishment of Businesses. If you qualify and accept financing from us, you must sign a promissory note and security agreement (Exhibit L) and the Addendum to the Franchise Agreement for Hometown Markets will reflect the modified payment terms for the Territory Fee.

The promissory note will provide for an annual interest rate of 12% or, if lower, the maximum allowed by law (which is 10% per annum in California). The promissory note must be paid by electronic funds transfer in scheduled weekly installments due on the same date as the Royalty, not to exceed 104 weekly payments. The promissory note may be prepaid at any time without penalty. You, each of your owners and your spouse and/or domestic partner must personally guaranty the promissory note.

If any of the events of default described in the promissory note occur, the entire unpaid principal and accrued interest of the promissory note will become immediately due and payable without further notice and we will have the right to terminate the franchise agreement. Under the note, you and the guarantors must waive presentment and demand for payment, notice of non-payment, notice of dishonor, protest of dishonor, and notice of protest and you and the guarantors must pay all of our expenses and costs of collection, including attorneys' fees and expenses, court costs, costs of sale and costs of maintenance and repair we incur in connection with the enforcement, collection of amounts due and sale or other disposition of any collateral. It is not our intent or practice, to sell, assign or discount to a third party the promissory notes.

We may assist you in negotiating with financial institutions to obtain financing as part of your initial investment, but we cannot guarantee financing will be made available to you either by us or by any particular financial institution. We do not receive any direct or indirect payment for placing financing. We also will not guarantee any financing you might obtain.

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

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

Pre-Opening Obligations. Before you open your Business we will:

(1) Designate your Territory in which your office must be located as further described in this Item 11 (Section 3 of Franchise Agreement).

(2) Give you written specifications for the products and services which you will require and for which we require specifications, and provide you with lists of approved suppliers and approved supplies and advice with respect to the specifications (Section 12 of Franchise Agreement).

(3) Loan you a copy of the Brand Standards Manual Suite (the "Brand Standards Manual Suite") (Section 11.6 of Franchise Agreement). The Table of Contents of our manuals as of the issuance date of this Disclosure Document is attached to this Disclosure Document as Exhibit F. The Brand Standards Manual Suite currently totals 662 pages. We reserve the right to modify our Manual Suite.

(4) Produce mailers for a percentage of designated households in the Territory (as such designated households are identified by a data compilation and demographic information service provider we identify), and deliver such mailers to the United States Postal Service on a weekly basis, for the Mailer Fee stipulated in Item 6 (Section 7.1 of Franchise Agreement and the Mailer Services Agreement, Attachment III of the Franchise Agreement). You must use our Mailer Program and the related services we provide.

(5) Train you in the operation of the Business (Section 10 of Franchise Agreement). You must attend and satisfactorily complete (in our sole determination) the Initial Training Program, which is described below.

(6) Provide you with a variety of insight on establishing your Business (in addition to the Initial Training Program, described in Item 11), including among other things, set up your mailer services for the Territory and provide support prior to training, and a copy of the Pre-Work Manual. (Section 5 of the Franchise Agreement).

Post-Opening Obligations. During the operation of the Business, we will:

(1) Provide (a) Mailer Program services (Section 7.1 of Franchise Agreement and the Mailer Services Agreement, Attachment III of the Franchise Agreement); (b) reasonable operating assistance (Section 12.1 of Franchise Agreement); (c) additions to the System as made available to other franchisees (Section 21.1 of Franchise Agreement); (d) modifications to the Brand Standards Manual Suite (Section 11.6 of Franchise Agreement); and (e) forms you use to report information we require (Section 12.3 of Franchise Agreement).

(2) Make available to you, no more than once a year, a refresher-training program, at our headquarters or in the field. This may be held in conjunction with our Annual Convention. You must pay your travel and living expenses. (Section 10 of Franchise Agreement).

(3) Make available to you a call center where your telephone calls can be transferred to a live person. We reserve the right to terminate your involvement in this program if you are in default under your Franchise Agreement or you are abusive to our Call Center representatives, and we also reserve the right to cancel the call center program. (Section 9.3 of Franchise Agreement).

In addition, we may provide you with access to an independent, third-party employment law hotline (the "Hotline"). You acknowledge that we have no liability with respect to any advice you may receive through the Hotline or otherwise in connection with your use of the Hotline and we may discontinue offering access to the Hotline at any time upon prior notice. You must fully indemnify us for any liability, cost, expense, loss or damage, including attorney's fees and costs, arising from your use of the Hotline or reliance on information received during your use of the Hotline, including as a result of any allegations or findings of any joint employer status. (Section 5 of the Franchise Agreement).

Advertising Programs

National Advertising Fund

Currently, the NAF Contribution for both the Enterprise Market and the Hometown Market equals 1% of weekly gross revenues or $200, whichever is less. If the owners of 50% or more of our franchises elect to increase the advertisement fee, we may increase this fee above 1% and/or increase the $200 cap. The

Cleaning Authority Businesses operated by us will contribute to the National Advertising Fund on the same basis as franchised outlets. Details regarding the establishment, operation, and reporting of the National Advertising Fund are contained in the Brand Standards Manual Suite. We do not guarantee any specific amount of the National Advertising Fund will be spent in your Territory, and we are not obligated to expend any sums on advertising in your Territory. Our advertising program may utilize television, radio, print and Internet materials. We will not make any expenditure from the National Advertising Fund primarily to help us sell franchises, but we may use contributions to the Fund to develop, administer and maintain our website and to attend national trade shows to promote our name and system.

We have the right to make disbursements from the National Advertising Fund for expenses incurred in connection with the cost of formulating, developing and implementing marketing, advertising and promotional campaigns. The disbursements may include payments to us for the expense of administering the National Advertising Fund, including accounting expenses and salaries and benefits paid to our employees engaged in the advertising functions. We will typically advertise in a designated market area or on a national basis, whichever we deem more appropriate. The National Advertising Fees are not held in a trust or escrow account. You have no property rights of any kind with respect to the National Advertising Fees, and we do not have any fiduciary obligations to you or other franchisees regarding the National Advertising Fees. We will provide you with annual unaudited reports of the income and expenses incurred by the fund upon your reasonable request. For the fiscal year 2018, National Advertising Fund expenditures were as follows: 74% production (for search engine marketing, print and internet marketing), 25% administrative (including outside consultant fees), and 1% other (design/artwork and press releases). If all of the National Advertising Fees are not spent in the year in which they are received, the remaining amounts are retained in the National Advertising Fund for use in the following year.

Weekly Mailers

As noted in Item 8, you must purchase all Mailer Program services from us. In return, we will produce mailers on your behalf for a percentage of designated households in your Territory and deliver them to the United States Postal Service on a weekly basis. The number of households in a Territory may fluctuate over time. You will pay the then-current price in effect for the mailers. You may contract with us to produce more mailers than the minimum number specified in the Franchise Agreement. We do not guarantee or warrant that the actual number of mailers produced by us on your behalf will be delivered by the postal carrier to designated households in your Territory.

You may take a mailer holiday during any three weeks (defined as Sunday through Saturday) of each calendar year; provided that, you have operated the Business for the prior consecutive fifty-two (52) weeks and you are not in default of the Franchise Agreement or any other agreements. You must provide written notice to us before you take a mailer holiday.

Mailers must be sent to between 9% and 13% of the designated households in your Territory each week, depending on the number of customers in your Territory. Initially, the minimum will be 9% of designated households in your Territory.

If you have the required minimum number of customers (at least 300 for an Enterprise Market; at least 225 for a Hometown Market) and achieve the then-current MOE, which is presently defined as less than 0.90% weekly termination rate for an entire calendar quarter, you will have the opportunity reduce your mailer rate for the following quarter from 13% of designated households to 12% of designated households in your Territory. You must contact us in order to reduce your mailer rate.

Other Advertising

With the exception of weekly mailers under the Mailer Program, which must be purchased from us, you may use your own advertising if it complies with our standards, and if we have approved of the advertising

in advance. If you fail to obtain our prior approval for your own advertising, you will be in default under the Franchise Agreement. As noted above, we will endeavor to tell you within 15 days after you submit advertising to us whether or not we have approved the advertising. We will provide standards and specifications for format, use of marks, approval, procedures, and other matters relating to advertising, in the Brand Standards Manual Suite. For example, currently, we expect that we will approve the following advertising and marketing media: the yellow pages, door hangers, cable television, billboards, newspapers, automobile logos, and supporting local youth athletic teams. We may modify our list of approved media at any time by written notice to you.

All advertising, promotions or references to the Marks or the Business on the Internet or any current or future form of electronic commerce, including, without limitation, all current and future forms of social media networks and platforms (e.g., Facebook, Twitter, LinkedIn, Instagram, etc.) must comply with our policies, guidelines and requirements regarding digital advertising, which we may modify from time to time. You grant us the right to access any social media accounts to take corrective action if such digital advertising and postings are in violation of our advertising policy, are misleading or misuse the Marks, and to operate such accounts after termination of your Franchise Agreement. If you are no longer part of the System, you and your officers and owners also agree to promptly revise any online employment sites (such as but not limited to LinkedIn) to accurately reflect their current status. We reserve the right to develop, publish and control the content of all digital advertising for TCA Businesses. You acknowledge that we shall own all digital and other advertising related to, containing, or associated with the Marks and the System, including, without limitation, databases of customer contact information. We reserve the right, upon 30 days' prior written notice, to require you to participate in any digital advertising of TCA Businesses sponsored by us.

Advertising Cooperatives

We have the sole right to form, change, dissolve or merge Advertising Cooperatives and to determine which of our franchisees must join Advertising Cooperatives. You must participate in any Advertising Cooperative we designate. If we form an Advertising Cooperative, we have the right to legally incorporate such an entity. We also have the right to draft bylaws and other corporate documents for the Advertising Cooperative and we reserve the right to change, dissolve, or merge the Cooperative. The Franchise Agreement does not provide and we currently do not have a plan for determining: (1) how the area or membership of the cooperative is defined; (2) who is responsible for the administration of the cooperative; (3) whether cooperatives must prepare annual or periodic financial statements; or (4) whether the cooperative must operate from written governing documents. As of the date of this Disclosure Document, we have formed no Advertising Cooperatives.

Site Selection

You must locate your office within the Territory assigned to you. Your office may not be located in a home. You must select the site for your office, but we must consent to the proposed location prior to your lease or acquisition of the site. When consenting to a proposed location for your office, we will consider whether the proposed location is located within your Territory and the size of the proposed location. On average, office sites will have approximately 800-1,200 square feet for an Enterprise Market and 700-1,200 square feet for a Hometown Market. There are no time restrictions on the amount of time we have to consent to the proposed location. We do not own nor lease the office location premises to our franchisees. Provided that the location satisfies our requirements, we will consent to your office location. If a location for your office cannot be agreed upon, there are no other consequences except the Business cannot be operational. We do not provide you with any assistance in locating a site for your office. We have no responsibility for the lease; it is your sole responsibility to evaluate, negotiate and enter into the lease for the office premises. You must obtain our approval before you may relocate your office.

Franchisee Advisory Council

We have an Advisory Council currently made up of 6 franchisees, who are elected by the franchisee body at large. The Advisory Council meets usually twice per year to discuss matters of common interest, including any advertising or marketing strategies. We will consider the Advisory Council's recommendation, but we have the sole right to accept or reject its recommendations. At least one member from our corporate office serves as a liaison to these meetings. We have the right to change, modify or dissolve the Advisory Council.

Computer and Software

The minimum hardware and software requirements for opening a Business, as described more fully by us in writing, include a Microsoft compatible computer, HP Deskjet Printer and Microsoft Office Software. You will incur approximately $1,000 to $1,500 to purchase the required hardware and software components. You must install and maintain virus protection and a personal firewall. We have no contractual obligation for maintenance, repairs, updates and upgrades to your computer system. You will be responsible for making upgrades, maintenance and repairs from time to time at your sole expense. Currently, we estimate that the annual cost of any optional or required maintenance updating, upgrading or support expenses will be approximately $500. There are no contractual limitations on the cost and frequency of this obligation.

We give you, at the time of the Initial Training Program, detailed specifications for the computer. You must access from your computer and use daily in the operation of the Business our proprietary business management software, which collects detailed information about customers of the Business (including names, cleaning price, cleaning instructions, and other pertinent information for potential and actual customers of the Business), data related to employees of the Business, and financial information and tools. We currently use TCA.net; we are reviewing enhancements to this software and franchisees will be required to use the updated version when it becomes available (we anticipate that the updated version of the software will be renamed as TCA IQ).

We will have access to, and may use for our purposes, any of the information in our proprietary business software to monitor your sales and customers. We may access information from your computer system and retrieve, analyze, download and use all software, data and files stored or used on your computer system. We may access information from your computer system from other locations or through an intranet/extranet system we may develop. There are no limitations on our right to access your computer system, including our proprietary business software that you are required to use and the information you are obligated to report in that software. You must store all data and information that we designate and report data and information in the manner we specify. You may need to purchase software designated by us to allow us access to your computer system and to report information in the manner we specify. You may also be required to purchase software, hardware or subscribe to a monitoring service to comply with our standards on computer security and to comply with laws regulating data privacy and security. If you refuse to purchase any required security products, we may purchase them for you and you must reimburse us. All required hardware and software is at your cost.

In connection with your use of our proprietary business software, you (and each manager of the Business and other key employees we designate) must sign (either manually or electronically, as we direct) the User Agreement attached as Exhibit K to this Disclosure Document. We may require you and any such manager(s) and employee(s) to acknowledge and agree to the terms of the User Agreement periodically during the term of the Franchise Agreement.

You pay us a weekly software access fee (currently $27.50). We reserve the right to increase this fee by up to 10% every 12 months.

If you do not timely pay any fees due to us or our affiliates or you are in default of any agreement with us, we may "lock out" your access to our proprietary business software with no liability to us for the lost service.

Annual Convention

We have an Annual Convention of franchisees, and you are required to attend. The meetings are generally within the continental United States, and the meetings usually last one and one-half days. If you do not attend the Annual Convention, you will be charged the then-current fee. If you do not attend two consecutive Annual Conventions, you will be in default under your Franchise Agreement, and we reserve the right to set your royalty fee at 6% until you attend the next convention, terminate your Franchise Agreement, as well as any other remedy available to us under the Franchise Agreement, or at law or in equity.

Initial Training Program; Time of Opening

We conduct the Initial Training Program at our headquarters as often as necessary to meet franchisee needs. The typical length of time between signing the Franchise Agreement and opening the Business is 30 to 45 days. The Initial Training Program usually lasts 9 business days. The Primary Operator (and/or an approved, qualified, full-time manager) must attend the Initial Training Program, and complete training to our satisfaction at least one day prior to the opening of the Business. At our sole discretion, we may permit your manager to attend the Initial Training Program. We have the right to terminate the Franchise Agreement if the Primary Operator (or the approved full-time manager, as applicable) fails to complete training or fails to open the Business within 120 days of the effective date of the Franchise Agreement.

TRAINING PROGRAM

The Initial Training Program consists of the following:

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
INTRODUCTION AND GRAND PICTURE	1	0	COLUMBIA, MD
BASIC TRAINING	1	0	COLUMBIA, MD
BUSINESS LEADERSHIP	1	0	COLUMBIA, MD
SALES PRESENTATION OVERVIEW	.50	0	COLUMBIA, MD
PRODUCT AND STORE INFORMATION	.50	0	COLUMBIA, MD

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SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
CERTIFIED PROFESSIONAL HOUSECLEANER TRAINING	8	0	COLUMBIA, MD
ON THE JOB TRAINING – VARIOUS BUSINESS ASPECTS	0	35	COLUMBIA, MD
IN HOME ESTIMATE TRAINING & PRICING	1.50	0	COLUMBIA, MD
SOFTWARE TRAINING	3.75	0	COLUMBIA, MD
TIME MANAGEMENT	1	0	COLUMBIA, MD
ACTUAL IN-HOME ESTIMATE	0	2.75	COLUMBIA, MD
TRAIN THE TRAINER PROGRAM	1.80	0	COLUMBIA, MD
EMPLOYEE RECRUITING	1	0	COLUMBIA, MD
ORIENTATION, TRAINING & CREATING CULTURE	1	0	COLUMBIA, MD
DISCIPLINE & TERMINATION	1	0	COLUMBIA, MD
COMPENSATION & BENEFITS	1	0	COLUMBIA, MD
EMPLOYEE MANUAL, EMPLOYEE FILING & RECORDKEEPING	.50	0	COLUMBIA, MD
LABOR LAW POSTING REQUIREMENTS/OFFICE SET UP	.50	0	COLUMBIA, MD
QUALITY INSPECTOR TRAINING & DEMONSTRATION	2	0	COLUMBIA, MD

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
DAMAGE, BREAKAGE & THEFT	1	0	COLUMBIA, MD
CORPORATE CALL CENTER	.50	0	COLUMBIA, MD
ACTUAL INSPECTION	0	2.5	COLUMBIA, MD
PAYROLL WORKSHEET	.50	0	COLUMBIA, MD
WORKPLACE SAFETY	1	0	COLUMBIA, MD
SATISFACTION PLUS & CUSTOMER SERVICE	1	0	COLUMBIA, MD
SCHEDULING	0.5	0	COLUMBIA, MD
COLUMBIA, MD MIGHTY MAIDS OFFICE VISIT	0	1.25	COLUMBIA, MD
MYTCA REWARDS	.50	0	COLUMBIA, MD
MARKETING MANUAL / INTRODUCTION TO MICROSITES	2.25	0	COLUMBIA, MD
VACUUM REPAIR	1	0	COLUMBIA, MD
INSURANCE REQUIREMENTS	.50	0	COLUMBIA, MD
PAYROLL VENDOR SETUP	.50	0	COLUMBIA MD
ELECTRONIC IN HOME ESTIMATE TRAINING	.50	0	COLUMBIA, MD
TCA CARES/ SOCIAL MEDIA AND REVIEW SITES	1	0	COLUMBIA, MD

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
1 ON 1: NEXT STEPS REVIEW	1	0	COLUMBIA, MD
ADDITIONAL HANDS ON SOFTWARE TRAINING (AS NEEDED)	2	0	COLUMBIA, MD
TOTAL HOURS	**41.8**	**41.5**	

Leanne Stapf, along with other employees who have an average of 13 years' experience in the subjects identified above, will instruct the Initial Training Program. See Item 2 for a description of Ms. Stapf's experience. We may also bring in outside consultants to assist us in this training. Instructional materials will include the Brand Standards Manual Suite and our proprietary software system.

We do not charge you separately for the Primary Operator (or your manager) to attend the Initial Training Program. A portion of the Initial Franchise Fee is used to cover the costs of your lunches for the in-house training at our headquarters during the second week of training. You must pay the travel and living expenses for the Primary Operator (or your manager) to attend such training at our headquarters. All franchisees are required to attend and, in our sole determination, satisfactorily complete the Initial Training Program.

In addition to the Initial Training Program, the purchaser of an existing THE CLEANING AUTHORITY Business must attend a 3-day training session at an existing Business that we designate (the "Site Training Facility"). The 3-day training will cover a variety of topics referenced in the above chart and is intended to immerse the purchaser in the daily operation of a Business. The purchaser must pay all travel and living expenses for the 3-day training at the Site Training Facility.

In addition, for your payment of the Training Software Access Fee, we will provide you access to our online training modules on our software system. See Item 5.

The Brand Standards Manual Suite contains both mandatory standards and recommended standards. Any required standards exist to protect our interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Brand Standards Manual Suite or other written materials. Brand Standards Manual Suite also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and the Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

Any training provided by us to any of your employees will be limited to training or guiding the employees regarding the delivery of approved services to Customers in a manner that reflects the customer and client service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training.

Any evaluation or inspection we conduct is not intended to exercise control over your day-to-day operation of the Franchised Business or to assume any responsibility for your obligations under the Franchise Agreement.

ITEM 12
TERRITORY

As further described below, you will receive a Territory identified by zip codes or as otherwise defined in Attachment I-A to your Franchise Agreement. You must operate the Business from a physical office located within the Territory, and we must consent to the site before you sign a lease or otherwise acquire the location. In determining whether to consent to the proposed site for your Business office, we will consider a variety of factors, including whether the site is located in your Territory and proximity to major roads and highways. If your lease expires or you otherwise desire to move the Business office, you may do so after receiving our prior consent to the proposed new location.

The major criterion we use to define your Territory is the number of designated households within the Territory at the time you sign the Franchise Agreement. The number of designated households in the Territory will be specified in Attachment I-A to your Franchise Agreement. Territories generally contain between 30,000 and 60,000 designated households for Enterprise Markets and 15,000 and 29,999 for Hometown Markets. We reserve the right to allow for more designated households in your Territory. We make a good faith determination of the size and dimensions of the Territory. We determine the number of designated households in your Territory, at the time you sign the Franchise Agreement, with reference to information provided by third-party data compilation and demographic service providers. While your Territory is determined with reference to the number of designated households at the time you sign the Franchise Agreement, the number of households in a Territory may fluctuate over time. Before signing your Franchise Agreement, we and you will agree to your specific Territory. We make no representation regarding the viability of your specific Territory, and it is incumbent upon you to independently review the demographics of your Territory. You may provide cleaning services to customers anywhere within the Territory.

We and our affiliates have the right to operate residential and commercial property cleaning businesses under the Marks or grant a franchise for the operation of similar businesses (whether using the Marks or otherwise) anywhere outside the Territory. We and our affiliates further have the right to use the Marks, within your Territory, for other businesses, including commercial cleaning and other competitive cleaning businesses; however, so long as you are in full compliance with the Franchise Agreement, neither we nor our affiliates will provide residential cleaning services under the Marks in your Territory. We also reserve the right to own and operate (for ourselves or through an affiliate), or franchise others to own and operate, businesses within the Territory that offer and sell services similar to or competitive with those offered by you under names, service marks or trademarks other than the Marks, including through physical "brick and mortar" locations, alternative channels of distribution, or leasing products or services under a different mark. We also have the right to sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, any products or merchandise under the Marks from any location or to any purchaser (including, but not limited to sales made at retail locations, mail order and the Internet); and to acquire or be acquired by a competing business that operates and or franchises businesses similar to The Cleaning Authority Businesses and operate businesses under other systems or marks which may provide residential and/or commercial cleaning services which may be located within or outside the Territory, despite their proximity to the Territory. Under the Franchise Agreement because we reserve certain rights in the Territory, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own or from other channels of distribution or competitive brands that we control.

Your rights to the Territory are not dependent upon you achieving certain sales volumes, market penetration or any other contingency, and may be altered only if you are not in compliance with the Franchise

Agreement and all other agreements with us. There may be other franchisees that offer and sell similar services near the Territory. We will not solicit or accept orders from customers located within your Territory for residential home cleaning competitive services using the Marks so long as you are in compliance with your agreements with us.

We are not required to pay you if we exercise any of our rights specified above inside your Territory.

Neither we nor our affiliates currently own or operate any business in the Territory that offers and sells services similar to or competitive with those you will offer under names, service marks or trademarks other than THE CLEANING AUTHORITY mark. Similarly, as of the date of this Disclosure Document, neither we nor our affiliates have any plans to own or operate any such business, although we reserve the right to do so.

Although you may not actively solicit customers outside of your Territory, you may service a customer in a non-franchised geographic or non-Company/affiliate operated area outside the Territory, (1) so long as that customer contacted you as the result of a word-of-mouth referral (or other similar form of inactive solicitation) and (2) only until that customer becomes located in another franchisee's Territory or in an area where we or our affiliates operate. Your initial servicing of customers in that geographic area does not give you any rights to the customer or to the geographic area. If you are servicing more than ten customers located in a zip code outside of your Territory, we may require you to purchase additional territory which is sufficient to encompass such customers' homes as we designate. If you do not purchase that additional territory after you receive a notice from us, then you must cease service to customers in that area. In addition, if we provide you notice that we have sold an area outside your Territory which contains customer(s) of yours, you must cease servicing such customer(s) and hand over all relevant information to the new franchisee in the Territory.

You do not have the right to relocate your office without our prior written authorization. For example, we may consent to the relocation of your office if the new location for your office would be more convenient for your employees. You do not receive the right to acquire additional franchises unless you sign another franchise agreement with us and pay the Additional Territory Fee.

ITEM 13
TRADEMARKS

We grant you a non-exclusive license to use, during the term of the Franchise Agreement and within the Territory only, the trademarks and any other current or future service marks or trademarks, which we may utilize in THE CLEANING AUTHORITY Business and System (the "Marks"). The following marks are registered on the Principal Register with the United States Patent and Trademark Office:

Mark	Registration Date	Registration No.
THE CLEANING AUTHORITY (word mark)	April 13, 1999	2,237,954
	December 8, 2008	3,543,201
LIFE'S TOO SHORT TO CLEAN YOUR OWN HOME	June 17, 2008	3,448,682
DETAIL-CLEAN ROTATION SYSTEM	March 20, 2012	4,116,370

Mark	Registration Date	Registration No.
	July 10, 2012	4,169,942
MyTCA REWARD$	August 27, 2013	4,391,804
	February 21, 2017	5,145,535
	December 9, 2008	3,543,199

There are no agreements that limit our right to license the Marks to you under the Franchise Agreement. We have filed or intend to file all required affidavits and renewals for the Marks listed above.

You must follow our rules when you use the Marks. You cannot use a Mark as a part of a corporate name or in connection with an unauthorized product or service. You must consult with us and use only our approved signs at your office.

You must immediately notify us in writing of any apparent infringement or challenge to your use of the Marks and of any claim by any person of any rights in the Marks or in any similar name. We are not required to take any action; however, we will take action, as we think appropriate. We will control all proceedings relating to any infringement of the Marks. You will assist us in any hearings or suits to protect the Marks. We have no obligation to compensate or indemnify you for expenses or damages arising from such actions.

You must modify or discontinue the use of any or all of the Marks at your expense if we modify or discontinue them.

We are not aware of any uses that would materially affect your use of the Marks. There are no presently effective materially adverse determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or of any court or State Trademark Administrator involving the principal Marks. There are no pending infringement, opposition or cancellation proceedings involving the principal Marks. There are no pending material federal or state litigation matters involving the principal Marks.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no registered patents or pending patent applications that are material to the franchise. We own a copyright registration with the U.S. Copyright Office for our proprietary software, TCA.Net (Reg. No. TX0007317204; Reg. Date March 15, 2011). We also have a number of registered copyrights for various training videos, none of which, standing alone, is material to the franchise. In addition, we claim common law copyright ownership and protection for our THE CLEANING AUTHORITY Franchise Agreement, the Brand Standards Manual Suite, DVD training materials we lend you, and for various sales promotional and other materials published from time to time.

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

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

The contents of the Brand Standards Manual Suite and other confidential information are our trade secrets. You must keep confidential during and after the term of the Franchise Agreement all proprietary information, including the Brand Standards Manual Suite. Upon termination of the Franchise Agreement, you must return to us all proprietary information, including but not limited to the Brand Standards Manual Suite and all other copyright material. You must notify us immediately if you learn about an unauthorized use of proprietary information. We are not obligated to take action, and we have the sole right to decide the appropriate response to any unauthorized use of proprietary information. You must comply with all changes to the Brand Standards Manual Suite at your cost.

All data that you collect from customers and potential customers in connection with the Business during the term of the Franchise Agreement ("Customer Data") is our proprietary information and property and you must provide the Customer Data to us at any time that we request. We reserve the right to require that you provide us with remote access to your Business's computer systems and all data related to the Business stored therein, in a manner that meets our System standards and specifications. You have the right to use Customer Data while the Franchise Agreement or a renewal franchise agreement is in effect, but only in connection with operating the Business and only in accordance with the policies that we establish from time to time. You may not sell, transfer, or use Customer Data for any purpose other than operating and marketing the Business. However, if you transfer the Business, as part of the transfer, you must also transfer use of the Customer Data to the buyer as part of the total purchase price paid for the Business. At the expiration or termination of the Franchise Agreement for any reason, you will promptly turn over to us the Customer Data and you will make no further use of that Customer Data (or any related information) for any purpose. Since your business relationship with all such customers is attributable solely to the Marks and the goodwill associated with the Marks, all such business relationships with all customers will revert to us and become our sole and exclusive property upon termination or expiration of the Franchise Agreement.

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

At all times, your Primary Operator or, with our prior written consent a qualified, full-time manager who has successfully completed all required training and who has been approved by us in writing, must participate directly in the operation and management of the Business and must devote full working time to the direction and supervision of the Business. The Primary Operator (or such approved manager) must attend our Initial Training Program and the Primary Operator must own at least 10% of the franchise. The manager need not have an equity interest in the Business.

You and each of your owners must sign a personal guaranty guaranteeing the Franchisee's obligations under the Franchise Agreement. The personal guaranty obligates each of the franchisee's owners to pay, on demand, all indebtedness owed by the franchisee to us and to otherwise perform all obligations of the

franchisee under the Franchise Agreement. We do not, as of the date of the franchise disclosure document, require the spouses of franchisee principals to sign a personal guaranty, although we reserve the right to do so. The guaranty is attached as Exhibit A to the Franchise Agreement (Exhibit C to this Disclosure Document).

In addition, all managers, your owners if you are a corporation or other legal entity, key employees (including the Primary Operator) and the spouses and immediate family members of all these individuals, must sign a Confidentiality and Noncompetition Agreement attached as Attachment IV to the Franchise Agreement (Exhibit C to this Disclosure Document) to maintain the confidentiality of the trade secrets and to conform with the covenants not to compete.

You, your managers and certain key employees must acknowledge and abide by the User Agreement (attached as Exhibit K to this Disclosure Document) before you and any such manager(s) and employee(s) first use or access the proprietary software. We may require you and any such manager(s) and employee(s) to acknowledge and agree to the User Agreement (as we may revise in our sole business judgment) periodically during the term of the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those services and products which we approve, and you must offer all services and products which we require. There are no limits on our right to make modifications to the approved products and services from time to time as we identify in the Brand Standards Manual Suite or otherwise in writing. Any failure to comply with these changes may result in termination of the Franchise Agreement (see Item 17).

You may offer both Core Services and Non-Core Services to customers; except that all Non-Core Services must be provided under (or otherwise done in association with) the Marks and you must pay a royalty on all revenues associated with your provision of Non-Core Services.

You may not actively solicit customers that are located outside of your Territory.

You may use only marketing and promotional materials that we have approved.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement ("FA"), Mailer Services Agreement ("MSA")	Summary
a. Length of the franchise term	FA: Section 2.2 MSA: Section 2	Term is 25 years. Coterminous with the term of the Franchise Agreement.
b. Renewal or extension of the term	FA: Section 2.3; Renewal Addendum MSA: Not applicable	If you meet certain requirements, you can enter into a new Franchise Agreement for one 15-year renewal term.

Provision	Section in Franchise Agreement ("FA"), Mailer Services Agreement ("MSA")	Summary
c. Requirements for franchisee to renew or extend	FA: Sections 2.3, 2.4; Section 1 of Renewal Addendum MSA: Not applicable	Give notice at least 180 days but no more than 270 days before the Franchise Agreement expires, be in good standing under the Franchise Agreement and other agreements with us and our affiliates; comply with our then-current training requirements; sign a general release; sign our then-current form of Agreement(s) (including our then-current form of Franchise Agreement, which may contain terms and conditions materially different from those in your previous Franchise Agreement, such as different fee requirements and territorial rights). You also will sign a Renewal Addendum to the Franchise Agreement to clarify those terms of the Franchise Agreement that will not apply (e.g. the payment of the Territory Fee) in the form attached as Exhibit H.
d. Termination by franchisee	Not applicable	
e. Termination by franchisor without cause	FA: Not Applicable MSA: Section 6	Terminates upon termination of the Franchise Agreement.
f. Termination by franchisor with cause	FA: Section 17.1 & 17.2 MSA: Section 6	We can terminate the Franchise Agreement for the reasons set forth in g. and h. below. We may terminate the MSA for any uncured default under the Franchise Agreement.
g. "Cause" defined – curable defaults	FA: Section 17.2 MSA: Section 6	You have 30 days to cure most defaults not listed in h. below. You have 24 hours to cure misuse of the Marks, 3 days to cure nonpayment of fees and 7 days to cure your failure to satisfactorily resolve customer complaints. You have 10 days to cure any default under the MSA.
h. "Cause" defined – non-curable defaults	FA: Section 17.2 MSA: Not applicable	Non-curable defaults include: insolvency; bankruptcy; appointment of a receiver; creditor proceeding; final judgment unsatisfied for 30 days; dissolution of your business entity; execution levied against Business or its assets; real or persona property sod after levy; failure to complete training; failure to open within

Provision	Section in Franchise Agreement ("FA"), Mailer Services Agreement ("MSA")	Summary
		120 days after the effective date of the Franchise Agreement; unauthorized transfer; closure of Business without our consent for 2 more consecutive business days; insufficient funds to pay fees on 3 or more occasions in a 12-month period; material misrepresentation; felony conviction; failure to maintain insurance; failure to contact a customer within 48 hours after receiving a Customer compliant; failure on 3 or more occasions in any 12-month period to comply with the Franchise Agreement; failure to cure defaults under other agreements with us; abandonment of the franchise relationship; violation of health, safety, sanitation or regulatory law; submission of false reports; failure to pay creditors, employees or suppliers; business permit suspended or revoked; failure to attend convention for 2 consecutive years; failure to pay taxes; failure to conduct background checks; and a default under a loan secured by rights under the franchise agreement or the assets of the Franchised Business or a secured party's exercise of rights with respect to a security interest in the franchise agreement or the Franchised Business.
i. Franchisee's obligations on termination/non-renewal	FA: Sections 17.3 and 17.6 MSA: Not applicable	Obligations include payment of all amounts due, return of the Brand Standards Manual Suite and other of our property, turn over customer data; cancel assumed name registrations; return literature, signs, unused customer contract forms, promotion materials and other materials bearing the Marks; comply with post-termination covenants not to compete; cease communications with customers; return customer keys; surrender to us your telephone number, maintain confidentiality, cease use of Marks (also see r., below); and upon early termination of the Franchise Agreement, payment of liquidated damages as provided in Item 6. We also have the right to take over your customer contracts and exercise Step In Rights (see also Item 6).

Provision	Section in Franchise Agreement ("FA"), Mailer Services Agreement ("MSA")	Summary
j. Assignment of contract by franchisor	FA: Section 18.1 MSA: Section 9	No restriction on our right to assign. No restriction on our right to assign.
k. "Transfer" by franchisee – definition	FA: Sections 18.2, 19 MSA: Not applicable	Includes transfer of FA or assets or ownership change.
l. Franchisor approval of transfer by franchisee	FA: Sections 18.2, 19 MSA: Section 9	We have the right to approve all transfers but will not unreasonably withhold approval provided stated conditions are satisfied. You may not assign without our prior written consent.
m. Conditions for franchisor approval of transfer	FA: Section 19 MSA: Not applicable	Conditions include: new franchisee qualifies, sign termination and release agreement; cure defaults and pay all fees owed; transfer fee paid, purchase agreement approved, training completed including required on-site training, release signed by you, franchise agreement signed by new franchisee (also see r., below).
n. Franchisor's right of first refusal to acquire franchisee's business	FA: Section 19.3 MSA: Not applicable	We can match any bona fide written offer for your Business or the ownership units of you if you are a corporation, partnership or other entity.
o. Franchisor's option to purchase franchisee's business	FA: Section 17.6 MSA: Not applicable	We have the right to assume your Business operations on expiration or termination of the FA.
p. Death or disability of franchisee	FA: Section 20 MSA: Not applicable	You or your estate must transfer the Business to approved buyer within 30 days.
q. Noncompetition covenants during the term of the franchise	FA: Sections 21.2 MSA: Not applicable	No direct or indirect involvement in any competing business anywhere in the United States.
r. Noncompetition covenants after the franchise is terminated or expires	FA: Section 21.3 MSA: Not applicable	No competing business for 24 months within the Territory plus an area formed by extending the borders of the Territory 20 miles and within the territory of any other TCA business plus an area formed by extending the borders of such territory 10 miles. Competing business includes commercial cleaning businesses, as well as companies engaged in carpet cleaning, window cleaning and furniture cleaning.
s. Modification of the agreement	FA: Section 23.11 MSA: Not applicable	No modifications without consent of all parties, but Manual Suite are subject to change.

Provision	Section in Franchise Agreement ("FA"), Mailer Services Agreement ("MSA")	Summary
t. Integration/merger clause	FA: Section 23.11 MSA: Not applicable	Subject to state law, only the terms of the FA are binding. Any representations or promises outside of this disclosure document and the FA may not be enforceable.
u. Dispute resolution by arbitration or mediation	FA: Sections 22.1, 22.2 MSA: Section 10	After mediation, all disputes (except certain claims) to be arbitrated in our home city (currently, Columbia, Maryland), subject to state law. Dispute resolution provisions of the FA apply to the MSA.
v. Choice of forum	FA: Section 22 MSA: Section 10	Litigation to be in Maryland (subject to state law). Choice of forum provisions of the FA apply to the MSA.
w. Choice of law	FA: Section 23 MSA: Section 10	Maryland common law applies, but Maryland statutory law does not apply unless the jurisdictional requirements of such statutes are satisfied (subject to state law). The governing law provisions of the FA apply to the MSA.

ITEM 18
PUBLIC FIGURES

We currently do not use any public figures to promote our franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Chart 1: Overview

Charts 1-A and 1-B disclose: (1) total actual gross revenues and the highest and lowest actual gross revenues; (2) average and median gross revenues, (3) total number of customers; (4) average price per clean; (5) total number of cleans performed; (6) average cost of goods sold; (7) average customer loss; (8) total estimate calls and total estimate appointments, and conversion percentages; (9) total sales made to new customers, and conversion percentage; (10) estimated total number of employees; and (11) average Territory size for the period December 31, 2017 through December 31, 2018, our 2018 fiscal year (the "Accounting Period") for our franchised businesses ("Franchised Businesses") (Chart 1). We compiled this historical information from reports submitted to us via our proprietary business tracking software (TCA.net), except for designated

household information that appears in certain charts below, which we obtain from one or more third-party demographic service providers. We require that our franchisees and the Affiliate-Operated Businesses track all revenues (including customer information) in TCA.net, and strongly recommend that the business use TCA.net to track key cost information (for example, cost of cleaning supplies, labor, mileage reimbursement, payroll taxes, and insurance). We believe the majority of our franchisees and the Affiliate-Operated Businesses follow this recommendation and use TCA.net to track key cost information in TCA.net. We have not verified the information included in this Item 19, and the information has not been audited.

Chart 1
Franchised Businesses
Operating from December 31, 2017 to December 31, 2018

As of the end of our fiscal year 2018, there were 211 Franchised Businesses operating. Chart 1 provides information for the 202 Franchised Businesses (the "Reporting Businesses") that were operating for the entire Accounting Period. The Reporting Businesses cover 3 Hometown Markets and 199 Enterprise Markets (2 of which began the fiscal year as Hometown Markets but converted to Enterprise Markets during the year). We excluded 9 Franchised Businesses that closed during the Accounting Period. Of the 9 Franchised Businesses that closed during the fiscal year 2018, no businesses closed after being open for less than 12 months. The Chart presents information based upon the top, middle and lower performing Reporting Businesses. We determined the top, middle, and lower performing Reporting Businesses by comparing the actual gross revenues achieved by each Reporting Business during the Accounting Period.

2018	Top Third Reporting Businesses By Revenue	Middle Third Reporting Businesses By Revenue	Lower Third Reporting Business By Revenue
Total Number of Reporting Businesses	67	67	68
Total Actual Gross Revenue (Note 1)	$127,736,613	$70,592,146	$36,893,444
Average Gross Revenue (Note 2)	$1,906,517	$1,053,614	$542,551
Median Gross Revenue (Note 2)	$1,795,891	$1,053,616	$527,440
Total Customers	51,283	31,436	16,296
Average Price per Clean (Note 3)	$118.32	$112.76	$112.88
Total Number of Cleans	1,080,012	629,545	329,722
Average Cost of Goods Sold ("COGS") (Note 4)	62%	63%	67%

2018	Top Third Reporting Businesses By Revenue	Middle Third Reporting Businesses By Revenue	Lower Third Reporting Business By Revenue
Average Weekly Customer Loss (Note 5)	0.83%	.99%	1.43%
Total Estimate Inquiries (Note 6)	119,121	88,976	71,413
Total Estimate Appointments (Note 6)	37,883	30,459	25,729
Percentage of Inquiries resulting in Appointments	32%	34%	36%
Total Sales (Note 6)	24,078	18,979	15,097
Percentage Appointments resulting in Sales	64%	62%	59%
Estimated Total Number of Employees (Note 6)	3,114	1,924	1,133
Average Territory Size (by designated household) (Note 7)	88,913	65,590	52,828

Note 1: The Top Third Reporting Businesses had actual gross revenues ranging from $1,031,299 to $3,312,726; the Middle Third Reporting Businesses had actual gross revenues ranging from $806,594 to $1,296,677; and the Lower Third Reporting Businesses had actual gross revenues ranging from $115,102 to $806,016. The actual gross revenues of all Reporting Businesses ranged from $115,105 to $3,312,726.

Note 2: Of the 67 Top Third Reporting Businesses, 30 (45%) exceeded the figure of $1,906,517; of the 67 Middle Third Reporting Businesses, 34 (51%) exceeded the figure of $1,053,614; of the 68 Lower Third Reporting Businesses, 32 (47%) exceeded the figure of $542,551. Of the 67 Top Third Reporting Businesses, 33 (49%) exceeded the figure of $1,795,891; of the 67 Middle Third Reporting Businesses, 33 (49%) exceeded the figure of $1,053,616; of the 68 Lower Third Reporting Businesses, 34 (50%) exceeded the figure of $527,440.

Note 3: Of the 67 Top Third Reporting Businesses, 33 (49%) exceeded the Average Price per Clean of $118.32; of the 67 Middle Third Reporting Businesses, 30 (45%) exceeded the Average Price per Clean of $112.76; of the 68 Lower Third Reporting Businesses, 27 (40%) exceeded the Average Price per Clean of $112.88.

Note 4: Of the 67 Top Third Reporting Businesses, 30 (45%) exceeded the Average Cost of Goods Sold of 62%; of the 67 Middle Third Franchised Businesses, 30 (45%) exceeded the Average Cost of Goods Sold of 63%; of the 68 Lower Third Reporting Businesses, 31 (46%) exceeded the Average Cost of Goods Sold of 67%. COGS generally includes expenses for direct labor (but not management salaries or owner draws because these amounts are part of overhead expenses), payroll taxes, workers' compensation and

general liability insurance, cleaning supplies, mileage, and royalties payable to us from the Franchised Businesses. COGS does not include overhead expenses such as advertising and mailer requirements, rent expense (approximately $1,200 to $2,000 per month), telephone expenses including mobile phone and internet (approximately $250 to $350 per month), manager salaries or owner draws (depending on profitability of the business, approximately $450 to $600 per week), employee advertising (approximately $300 to $500 per month), and the like. In addition to the costs disclosed in this Chart, you will incur a weekly Mailer Fee as disclosed in Items 6, 7, 8, and 11 and stated in Section 7.1 of the Franchise Agreement.

Note 5: Of the 67 Top Third Reporting Businesses, 31 (46%) exceeded the Average Weekly Customer Loss of 0.83%; of the 67 Middle Third Reporting Businesses, 31 (46%) exceeded the Average Weekly Customer Loss of .99%; of the 68 Lower Third Reporting Businesses, 33 (49%) exceeded the Average Weekly Customer Loss of 1.43%.

Note 6: These numbers are based on information submitted to us by Reporting Businesses through TCA.net during the Accounting Period.

Note 7: Of the 67 Top Third Reporting Businesses, 26 (39%) exceeded 88,913 designated households; of the 67 Middle Third Reporting Businesses, 23 (34%) exceeded 65,590 designated households; of the 68 Lower Third Reporting Businesses, 34 (50%) exceeded 52,828 designated households. The Reporting Businesses had territories ranging in size from 29,156 to 293,989 designated households at the time of signing their respective franchise agreements with us.

Territory size is measured by the number of designated households that are located in the Territory. The number of designated households in each Territory varies. As noted above, the number of designated households is determined by one or more third-party demographic service providers. The number of households in a Territory fluctuates over time. If a franchisee purchased rights to a larger geographic area in which to perform cleaning services, the gross revenues referenced in Chart 1 reflect the revenues from that franchisee's larger Territory.

A designated household is a residence with an estimated annual gross income of $60,000 or more, except in California where the estimated annual gross income is $75,000. As noted in Items 1 and 5, currently, we offer franchises (1) for Hometown Markets which have 29,000 or less designated households and (2) for Enterprise Markets which have 30,000 or more designated households. For Enterprise Markets, we expect that your Territory will include 30,000 to 60,000 designated households, which is less than the number of designated households in the Territories for many of the Franchised Businesses reported in this Item 19.

Chart 2: Overview

Chart 2 contains two different tables. Chart 2-A is a statement of actual, average and median gross revenues for the Accounting Period compiled from all Franchised Businesses that were operational for the entire Accounting Period. Table 2-B is a statement of actual, average and median gross revenues for the fiscal year 2017 compiled from all Franchised Businesses that were operational from January 1, 2017 to December 30, 2017.

Chart 2-A

(Actual High / Low, Average and Median Gross Revenues for Franchised Businesses Operating from December 31, 2017 to December 31, 2018)

	High	Low	Average Gross Revenues	Median Gross Revenues
TCA Franchised Businesses (202)	$3,312,726	$115,101	$1,164,466	$1,049,126

Notes:

(1) Of the 202 Franchised Businesses operating the entire Accounting Period, 86 (43%) exceeded the Average Gross Revenue of $1,164,466, and 101 (50%) exceeded the Median Gross Revenue of $1,049,126.

Chart 2-B

(Actual High / Low, Average and Median Gross Revenues for Franchised Businesses Operating from January 1, 2017 to December 30, 2017)

	High	Low	Average Gross Revenues	Median Gross Revenues
TCA Franchised Businesses (194)	$3,190,633	$127,367	$1,127,657 (1)	$1,036,597

Notes:

(1) Of the 194 Franchised Businesses operating the entire fiscal year 2017, 80 (41%) exceeded the Average Gross Revenue of $1,127,657, and 97 (50%) exceeded the Median Gross Revenue of $1,036,597.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

COGS data reported in Chart 1 does not reflect all costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenues figures to obtain your net income or profit. Chart 2-A and Chart 2-B do not reflect any costs of sales, operating expenses, or other costs or expenses, which must be deducted from gross revenues to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised THE CLEANING AUTHORITY Business. Franchisees or former franchisees listed in this Disclosure Document may be one source of this information.

The information provided in this Item 19, including statements of actual gross revenues, is based on historical results. The information is based on economic conditions as they existed during the relevant time frame.

The revenues and expenses of a Business will be directly affected by many factors, such as: (a) geographic location; (b) competition from other firms in the market; (c) population density of market; (d) size of the

Territory serviced by the franchisee; (e) proximity to other Businesses; (f) advertising effectiveness based on market saturation; (g) whether the franchisee assumes the position as or hires a manager; (h) the payment of royalties, Mailer Fees, national advertising production and promotional fees; (i) the franchisee's service and pricing; (j) vendor prices on merchandise and products; (k) salaries and payments to non-Business personnel; (l) Business personnel benefits (life and health insurance, etc.); and (m) employment conditions in the market.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Iric Wexler, our Chief Development Officer, 7230 Lee Deforest Drive, Suite 200, Columbia, MD 21046 and (410) 740-1900, the Federal Trade Commission, and the appropriate state regulatory agencies.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2016 to 2018*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2016	186	201	+15
	2017	201	211	+10
	2018	211	211	0
Company-Owned	2016	1	1	0
	2017	1	2	+1
	2018	2	3	+1
Total Outlets	**2016**	**187**	**202**	**+15**
	2017	**202**	**213**	**+11**
	2018	**213**	**214**	**+1**

* As of December 31, 2016, December 30, 2017 and December 31, 2018. The Company-owned outlets are operated by MM.

Table No. 2
Transfers of Outlets From Franchisees to New Owners
(Other than the Franchisor)
For Years 2016 to 2018*

State	Year	Number of Transfers
Arizona	2016	1
	2017	0
	2018	0
California	2016	1
	2017	1

State	Year	Number of Transfers
	2018	0
Colorado	2016	0
	2017	0
	2018	1
Florida	2016	1
	2017	1
	2018	1
Georgia	2016	1
	2017	0
	2018	2
Illinois	2016	0
	2017	1
	2018	1
Indiana	2016	1
	2017	1
	2018	1
Kansas	2016	0
	2017	1
	2018	0
Kentucky	2016	0
	2017	0
	2018	1
Michigan	2016	0
	2017	1
	2018	0
Nevada	2016	0
	2017	1
	2018	0
New Jersey	2016	1
	2017	0
	2018	2
New York	2016	0
	2017	2
	2018	1
Pennsylvania	2016	1
	2017	0
	2018	0
Tennessee	2016	1
	2017	0
	2018	0
Texas	2016	1
	2017	0
	2018	1
Utah	2016	0
	2017	0
	2018	1
Washington	2016	0
	2017	0
	2018	1
Wisconsin	2016	0
	2017	1

State	Year	Number of Transfers
	2018	2
Total	**2016**	**9**
	2017	**10**
	2018	**15**

* As of December 31, 2016, December 30, 2017 and December 31, 2018. States not listed had no transfer activity to report.

Table No. 3
Status of Franchised Outlets
For Years 2016 to 2018*

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Arizona	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
Arkansas	2016	1	0	1	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
California	2016	10	0	0	0	0	0	10
	2017	10	0	0	0	0	0	10
	2018	10	1	0	0	0	0	11
Colorado	2016	5	1	0	0	0	0	6
	2017	6	0	0	0	0	0	6
	2018	6	0	0	0	0	0	6
Connecticut	2016	1	2	0	0	0	0	3
	2017	3	1	0	0	0	0	4
	2018	4	0	1	0	0	0	3
Delaware	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Florida	2016	15	5	0	0	0	0	20
	2017	20	2	0	0	0	1	21
	2018	21	0	0	0	0	0	21
Georgia	2016	7	2	0	0	0	0	9
	2017	9	0	2	0	0	0	7
	2018	7	1	0	0	0	0	8

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Idaho	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Illinois	2016	8	0	0	0	0	0	8
	2017	8	1	0	0	0	0	9
	2018	9	0	1	0	0	1	7
Indiana	2016	2	1	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Iowa	2016	1	0	0	0	0	0	1
	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Kansas	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Kentucky	2016	2	1	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Louisiana	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
Maine	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Maryland	2016	7	0	0	0	0	0	7
	2017	7	0	0	0	1	0	6
	2018	6	0	0	0	0	0	6
Massachusetts	2016	0	1	0	0	0	0	1
	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Michigan	2016	12	0	0	0	0	0	12
	2017	12	0	0	0	0	0	12
	2018	12	0	0	0	0	0	12
Minnesota	2016	4	0	0	0	0	0	4
	2017	4	1	0	0	0	1	4
	2018	4	0	0	0	0	0	4
Missouri	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Nebraska	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Nevada	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	1	1
	2018	1	1	0	0	0	0	2
New Jersey	2016	5	1	0	0	0	0	6
	2017	6	2	1	0	0	0	7
	2018	7	2	0	0	0	1	8
New Mexico	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
New York	2016	5	1	0	0	0	0	6
	2017	6	1	0	0	0	0	7
	2018	7	0	2	0	0	0	5
North Carolina	2016	8	0	0	0	0	0	8
	2017	8	0	0	0	0	0	8
	2018	8	0	1	0	0	0	7
Ohio	2016	11	1	1	0	0	0	11
	2017	11	0	0	0	0	0	11
	2018	11	0	0	0	0	0	11
Oklahoma	2016	1	0	0	0	0	0	1
	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Oregon	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Pennsylvania	2016	7	1	2	0	0	0	6
	2017	6	4	0	0	0	0	10
	2018	10	1	0	0	0	0	11
Rhode Island	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
South Carolina	2016	3	1	0	0	0	0	4
	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
Tennessee	2016	6	0	0	0	0	0	6
	2017	6	0	0	0	0	0	6

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2018	6	0	0	0	0	0	6
Texas	2016	18	3	0	0	0	1	20
	2017	20	1	1	0	0	0	20
	2018	20	1	0	0	0	1	20
Utah	2016	2	0	0	0	0	0	2
	2017	2	1	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Virginia	2016	9	0	0	0	0	1	8
	2017	8	0	0	0	0	0	8
	2018	8	0	0	0	0	0	8
Washington	2016	6	0	0	0	0	0	6
	2017	6	1	0	0	0	0	7
	2018	7	0	1	0	0	0	6
Wisconsin	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
Total	**2016**	**186**	**21**	**4**	**0**	**0**	**2**	**201**
	2017	**201**	**18**	**4**	**0**	**1**	**3**	**211**
	2018	**211**	**9**	**6**	**0**	**0**	**3**	**211**

* As of December 31, 2016, December 30, 2017 and December 31, 2018. States not listed had no franchised activity to report. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table No. 4
Status of Company-Owned Outlets For Years 2016 to 2018*

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Maryland	2016	1	0	0	0	0	1
	2017	1	0	1	0	0	2
	2018	2	1	0	0	0	3
Total	**2016**	**1**	**0**	**0**	**0**	**0**	**1**
	2017	**1**	**0**	**1**	**0**	**0**	**2**
	2018	**2**	**1**	**0**	**0**	**0**	**3**

* As of December 31, 2016, December 30, 2017 and December 31, 2018. States not listed had no corporate activity to report. The Company-owned outlets are operated by MM.

Table No. 5
Projected Openings for Upcoming Fiscal Year – December 30, 2018 to December 29, 2019

State	Franchised Agreements Signed But Not Opened	Projected New Franchised Outlets in the next Fiscal Year	Projected New Company-Owned Outlets in the next Fiscal Year
Alabama	0	1	0
Arkansas	0	1	0
California	1	1	0
Georgia	1	1	0
Illinois	1	1	0
Louisiana	0	1	0
Massachusetts	0	1	0
Nebraska	0	1	0
Nevada	0	1	0
New Hampshire	0	1	0
New Jersey	0	1	0
New York	0	1	0
North Carolina	1	0	0
Oklahoma	0	1	0
Texas	0	1	0
Washington	0	1	0
Total	**4**	**15**	**0**

Exhibit G lists the names of all of our operating franchisees and the addresses and telephone numbers of their Businesses as of December 31, 2018, as well as the contact information for our franchisees that have signed a Franchise Agreement, but whose outlets were not operational as of December 31, 2018. Exhibit G also lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, transferred cancelled, not renewed, ceased to operate or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most 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 current and former franchisees have signed confidentiality clauses. In some instances, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

THE CLEANING AUTHORITY Franchisee Advisory Council is sponsored by us, but its members are elected by franchisees. You can reach the organization at 7230 Lee Deforest Drive, Suite 200, Columbia, Maryland 21046, (410) 740-1900, and Philip Diehl (FAC Chairperson) fac@TheCleaningAuthority.com.

No independent trademark-specific franchisee organization has asked to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Exhibit E includes the audited financial statements for our affiliate, One Hour Air Conditioning Franchising, L.L.C., for the fiscal years ended December 31, 2016, December 31, 2017 and December 31, 2018.

Our affiliate, One Hour Air Conditioning Franchising, L.L.C., has agreed absolutely and unconditionally to guarantee and assume our duties and obligations under the franchise agreements we enter into while the guarantee is in place, if we become unable to perform our duties and obligations. A copy of that guarantee is included with Exhibit E.

In addition, Exhibit E includes unaudited balance sheet as of February 15, 2019 and unaudited profit and loss statement for the period ended February 15, 2019 for One Hour Air Conditioning Franchising, L.L.C.

ITEM 22
CONTRACTS

Attached to this Disclosure Document are the following:

- Exhibit C – Franchise Agreement, including Territory Exhibit, Guaranty (to be signed by shareholders of a corporate franchisee, members of a limited liability company franchisee, or partners of a partnership franchisee), Mailer Services Agreement, EFT Agreement, and Confidentiality and Noncompetition Agreement
- Exhibit D – State Specific Addenda to Franchise Agreement
- Exhibit H - Renewal Addendum
- Exhibit I - Questionnaire
- Exhibit J – Form of General Release Agreement
- Exhibit K – User Agreement
- Exhibit L – Hometown Markets: Addendum to Franchise Agreement, Promissory Note, Security Agreement
- Exhibit M – Resale Assignment and Consent Agreement

ITEM 23
RECEIPTS

The last two pages of this Disclosure Document (Exhibit N) are detachable documents acknowledging receipt of this Disclosure Document.

EXHIBIT A

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

EXHIBIT A

LIST OF STATE ADMINISTRATORS

CALIFORNIA Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 876-7500 Toll Free: (866) 275-2677	**NEW YORK** New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005-1495 (212) 416-8236 Phone (212) 416-6042 Fax
HAWAII Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division John O. Pastore Complex – Building 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Department of Attorney General Consumer Protection Division Attention: Franchise Section G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, Michigan 48933 (517) 373-7117	**WASHINGTON** Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 Seventh Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1500	**WISCONSIN** Department of Financial Institutions Division of Securities 201 W. Washington Avenue, Suite 300 Madison, WI 53703 (608) 261-9555

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	**NEW YORK** Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
HAWAII Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division King Kalakaua Building 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director, Department of Business Regulation Securities Division John O. Pastore Complex – Building 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Department of Commerce Corporations and Securities Bureau G. Mennen Williams Building, First Floor 525 West Ottawa Street Lansing, Michigan 48933 (517) 373-7117	**WASHINGTON** Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Commissioner of Commerce 85 Seventh Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1500	**WISCONSIN** Commissioner of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703 (608) 261-9555

EXHIBIT B

STATE SPECIFIC ADDENDA TO DISCLOSURE DOCUMENT

FOR USE IN CALIFORNIA ONLY

ADDENDUM TO THE CLEANING AUTHORITY®
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

1. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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.

See the cover page of the Disclosure Document for our URL address. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT WWW.DBO.CA.GOV.

2. The following statement is added to Item 3:

Neither The Cleaning Authority, LLC nor any person described in Item 2 of the Disclosure Document 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. 8.78(a) et seq. suspending or expelling such persons from membership in such association or exchange.

3. The following statements are added to Item 17:

The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The Franchise Agreement requires application of the laws and forum of Maryland. These provisions may not be enforceable under California law.

California Corporations Code, Section 31125 requires us to give you a Disclosure Document, approved by the Department of Business Oversight prior to a solicitation of a proposed material modification of an existing franchise.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of the franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

The Franchise Agreement contains liquidated damages clauses. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Maryland with the cost being borne by the parties as determined by the arbitrator. 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 contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, *et seq.)*.

The Franchise Agreement includes a waiver of jury trial. This provision may not be enforceable under California law.

4. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law and/or the California Franchise Relations Act are met independently without reference to this Addendum.

EXHIBIT C

FRANCHISE AGREEMENT

THE CLEANING AUTHORITY, LLC

FRANCHISE AGREEMENT

Dated

_____

between

The Cleaning Authority, LLC

and

_____

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THE CLEANING AUTHORITY FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is entered into by and between The Cleaning Authority, LLC ("we," "us," "our" or "Franchisor"), a Maryland limited liability company, and _____ ("you," "your" or "Franchisee"), a _____ [state] _____ [type of entity].

DEFINITIONS

Words and phrases used frequently in this Agreement will have the meaning indicated:

"**Affiliate**" means any entity that controls, is controlled by, or is under common control with another entity.

"**Brand Standards Manual Suite**" means our confidential and proprietary policy, training, and operations manuals and materials that we loan to you containing the required and recommended policies and procedures related to the System and for the operation of a TCA Business. The term "Brand Standards Manual Suite" also includes all supplemental bulletins and revisions to the foregoing materials.

"**Cleaning Services**" means Residential Home Cleaning and/or Commercial Cleaning.

"**Collateral Agreement**" means any agreement between you and us, or between you and our Affiliates, or between you and a company from whom we require you to purchase goods or services, relating to or arising out of the franchise relationship created by this Agreement.

"**Commercial Cleaning**" means the (1) cleaning of commercial properties or businesses of any kind, (2) carpet cleaning, window cleaning, furniture cleaning, and any other specialized cleaning services provided inside or in connection with a residential home (single family or multi-family), and (3) carpet cleaning, window cleaning, furniture cleaning, and any other specialized cleaning services provided inside or in connection with commercial properties or businesses of any kind.

"**Customer**" means a person or entity to whom Cleaning Services are provided by a TCA Business or who has approached a TCA Business for a quote for Cleaning Services within the prior twelve (12) month period.

"**Designated Households**" means a residence with an estimated annual gross income of $60,000 or greater (or $75,000 or greater, if your Territory is located in California), as determined with reference to information provided to us by third-party data compilation and demographic service providers. The identity of Designated Households in your Territory may change periodically due to income fluctuations and related demographic changes. The number of Designated Households is set forth in Attachment 1-A to this Agreement.

"**Effective Date**" means the date entered in the space so designated on the signature page of this Agreement, which is the date that we counter-sign this Agreement.

"**Electronic Identifier**" means any URL, domain name, Website, meta-tag, download, application, posting, social networking profile, directory listing, screen name, anonymous name, blog, vlog, e-mail account, instant messaging account, texting identity, user generated content, or any other identification of Franchisee or the Franchised Business in any electronic medium.

"**Franchise Agreement**" or "**Agreement**" means this document, all its attachments, exhibits, amendments and written modifications whenever made.

"**Franchised Business**" means the franchised TCA Business that you operate pursuant to this Agreement using the System and the Marks.

"**Franchisee**" means the person or entity named in this Agreement who is granted the right to operate the Franchised Business.

"**Gross Revenue**" means all revenue from the sale of all services and products (whether such services or products are permitted or not) and all other income of every kind and nature (including, but not limited to, cash, check, wire transfer, credit and debit card, barter exchange, trade credit, or other credit transactions) related to, derived from, or originating from the Franchised Business, including proceeds of any business interruption insurance policies, whether for cash or credit and regardless of collection in the case of credit; provided, however, that Gross Revenue shall not include any refunds provided in the ordinary course of business or sales, use, service or other taxes you collect and actually transmit to the appropriate taxing authorities.

"**Immediate Family Member**" means spouses and domestic partners, children 18 years and over, parents, and siblings.

"**Local Marketing Cooperative**" means a group, consisting of representatives from two (2) or more franchisees we select, plus our representatives, that determines how its members can best serve adjacent or common markets.

"**Marks**" means the words "The Cleaning Authority®," any design or indicia incorporating these words, and any other trade names, trademarks, service marks, logos, emblems, words, symbols or other indicia of origin currently used, or developed in the future by us, for use in connection with the System.

"**Mailer Fee**" means the weekly fee we collect from you for Mailer Program services that we (or our designee) provide to you. The Mailer Fee includes cost of postage, production, mailing lists, shipping and delivery to the United States Postal Service, maintenance on production equipment and facilities, production supplies, administrative services, commissions/payments due, salaries, other related costs and expenses and profit.

"**Mailer Program**" means the direct mail marketing services that we (or our designee) provide to you pursuant to Section 7.1 of this Agreement and the terms of the Mailer Services Agreement attached as Attachment III.

"**National Advertising Fund**" means The Cleaning Authority national advertising fund.

"**Opening Date**" means the first business day we make our marketing brochures available to your Franchised Business through our proprietary software system.

"**Permanent Disability**" means when you or your owner's usual active participation in the Franchised Business has ceased for a period of thirty (30) consecutive days.

"**Primary Operator**" means the individual you designate who will be primarily responsible for the day to day operation and management of the Franchised Business. The Primary Operator must own at least 10% of the franchise, must attend and successfully complete the Initial Training Program, must sign the Confidentiality and Noncompetition Agreement attached as Attachment IV and must be identified in Attachment I-B. You cannot change the Primary Operator without our written consent.

"**Residential Home Cleaning**" means cleaning the inside of a residential home similar to a maid service, and includes all activities conducted directly or indirectly by a TCA Business within the home.

"**System**" means our distinctive method of providing Cleaning Services and operating and marketing TCA Businesses under the Marks.

"**TCA Business**" means a business offering Cleaning Services operating under the System and using the Marks.

"**Territory**" means the geographic area described in Attachment I-A to this Agreement.

"**Website**" means one or more related documents, designs, or other communications that can be accessed through electronic means (including, but not limited to, the Internet, the World Wide Web, Web home pages, social networking sites like Facebook, Twitter, LinkedIn, Google Wave, YouTube, blogs, vlogs, and other applications, and any online real estate equivalent).

1. INTRODUCTION

We have developed the System and grant to others the right to use the System in connection with the operation of franchised TCA Businesses. TCA Businesses operate under a distinctive business format using the name "The Cleaning Authority" and featuring the Marks and pursuant to various environmentally-conscious guidelines and recommendations (including, without limitation, the use of cleaning solutions, devices and related products that meet certain environmental standards), all as set forth in the Brand Standards Manual Suite.

You have applied to us for a franchise to operate a Franchised Business specializing in Residential Home Cleaning, using our Marks and the System. We have approved your application in reliance upon the representations made in your application, including those about your financial resources and the manner in which you propose to own and operate the Franchised Business. We will permit you to conduct Commercial Cleaning (in addition to Residential Home Cleaning) so long as all such Commercial Cleaning is (a) provided to Customers under or in association with the Marks and (b) included in the calculation of Gross Revenue for Royalty Fee (as defined in Section 6) purposes.

The terms, conditions and promises contained in this Agreement are necessary to maintain our high standards of service to the public and to maintain the quality of those standards at all TCA Businesses using the Marks and the System.

2. *GRANT AND TERM OF FRANCHISE*

2.1 Grant. Subject to the terms and conditions of this Agreement, we grant you a franchise to operate the Franchised Business and a license to use the Marks and the System in the operation of the Franchised Business. You acknowledge and agree that neither this grant of rights, nor any other provision of this Agreement, become effective until the Effective Date.

2.2 Initial Term. The initial term of this Agreement ("Initial Term") and the franchise granted by this Agreement shall begin on the Effective Date and expire at midnight on the day preceding the twenty fifth (25th) anniversary of the Effective Date, unless this Agreement is terminated at an earlier date pursuant to Section 17. You have no right to cease operating the Franchised Business during the Initial Term.

2.3 Renewal Term. Upon expiration of the Initial Term, you shall have an option to renew your franchise for one (1) additional renewal term of fifteen (15) years ("Renewal Term"). If you would like to continue as a franchisee for the Renewal Term, you must comply with all of the following conditions prior to and at the end of the Initial Term:

(a) You must notify us in writing of your intent to renew at least one hundred and eighty (180) days but no more than two hundred and seventy (270) days before the expiration of this Agreement;

(b) For a period of twelve (12) months prior to your election to exercise this renewal option through the expiration of the Initial Term, you shall not have been in default of any provision of this Agreement or any Collateral Agreement; and, in our reasonable judgment, you shall have substantially complied with all the terms and conditions of this Agreement and any Collateral Agreement, as well as the operating standards prescribed by us, during the Initial Term;

(c) You must comply with our then-current training and qualification requirements prior to commencing operations under the Renewal Term;

(d) You, all individuals who executed this Agreement and all guarantors of your obligations under this Agreement shall execute a general release, in a form prescribed by us, of any and all claims against us and our Affiliates, and their respective officers, directors, agents, and employees; and

(e) You must sign: (1) our then-current form of franchise agreement; and (2) all other agreements that we customarily use for the granting of franchises at the time of your renewal. Our then-current form of franchise agreement may provide for higher fees, fees not included in this Agreement, and other terms and conditions materially different from the terms of this Agreement and a different or modified Territory. We will not charge you a territory fee if you enter into a renewal franchise agreement for the Renewal Term.

If you comply with each of the foregoing conditions, we will send you the documentation required under Sections 2.3(d) and 2.3(e) approximately ninety (90) days before the expiration date of this Agreement. You must sign and return to us the franchise agreement and any other agreements at least thirty (30) days before the expiration date of this Agreement. Your failure to provide the required notice or return the agreements in a timely manner shall constitute a waiver by you of your option to remain a franchisee beyond the expiration of the Initial Term and will result in the expiration of this Agreement as of the end of the Initial Term.

2.4 Best Efforts. The Primary Operator (or an approved, qualified, fully trained full-time manager, as provided in Section 11.2) shall at all times faithfully, honestly and diligently perform your obligations under this Agreement, continuously exert best efforts to promote and enhance the business of the Franchised Business, and not engage in any other business or activity that may conflict with your obligations under this Agreement, except the operation of other TCA Businesses or other businesses operated pursuant to an agreement with us or our Affiliates.

3. TERRITORY

3.1 Territory. The license to use our Marks and System is limited to the Territory. You may not operate outside of your Territory, except that if you are in full compliance with this Agreement and receive an inquiry from a potential customer who is located outside of your Territory, you may provide Cleaning Services to that customer so long as the customer is not located in the territory assigned to another TCA Business franchisee or in a territory where we, or any Affiliate of ours, operate a company-owned TCA Business.

3.2 Additional Territory. If you are servicing more than ten (10) Customers in any zip code not included in your Territory, we may require you to purchase an additional territory encompassing the zip code(s) (the "Additional Territory") or stop servicing those Customers. If we require you to purchase this Additional Territory, the size of your Territory will be increased to include households within the Additional Territory and you must pay us a fee to acquire the Additional Territory, which shall be equal to $0.75 times the number of Designated Households in the Additional Territory. If we subsequently sell rights to a third-party or decide to operate (through ourselves or an Affiliate) a business offering Cleaning Services in an area outside of your Territory in which you are serving Customers, and unless you previously acquired rights to that geographic area as an Additional Territory, you must immediately cease operating in that geographic area upon notice from us that the area has been sold or is now being operated by us or an Affiliate, without any compensation to you. If the area is sold to a third-party, you must provide us with all information we request regarding the Customers in the area, without any compensation to you.

3.3 Competition. Provided you are in full compliance with this Agreement, we will not, during the Initial Term of this Agreement, operate ourselves or through an Affiliate, or grant a franchise for the operation of, a Residential Home Cleaning business using the Marks within the Territory. This does not prohibit us or our franchisees from advertising or soliciting employees or independent contractors in your Territory for our / their respective businesses, nor does it prohibit us or any of our franchisees from running advertisements that may be published or circulated in your Territory.

We and our Affiliates reserve the right to: (a) operate Residential Home Cleaning and Commercial Cleaning businesses under the Marks or grant a franchise for the operation of similar businesses anywhere outside the Territory, regardless of proximity to the boundaries of the Territory; (b) use the Marks for other businesses within the Territory, including Commercial Cleaning and other competitive cleaning businesses, however, so long as you are in full compliance with this Agreement, neither we nor our Affiliates will provide Residential Home Cleaning services under the Marks within your Territory; (c) own and operate (for ourselves or through an Affiliate), or franchise others to own and operate, businesses within the Territory that offer and sell services similar to or competitive with those offered by the Franchised Business under names, service marks or trademarks other than the Marks, including through physical "brick and mortar" locations, alternative channels of distribution or leasing similar products or services under a different mark; (d) sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, any products or merchandise under the Marks from any location or to any purchaser (including, but not limited to sales made at retail locations, mail order and the Internet and other current and future forms of electronic communication); and (e) acquire or be acquired by a competing business that operates and or franchises businesses similar to TCA Businesses and operate businesses under other systems or marks which may provide Residential Home Cleaning and/or Commercial Cleaning services which may be located within or outside the Territory, despite their proximity to the Territory.

4. *LOCATION*

4.1 Location. You are solely responsible for locating and choosing a site from which to operate the Franchised Business, however, we must consent to the proposed location of the Franchised Business prior to your lease or acquisition of the site. The location of the Franchised Business must be within the Territory and cannot be located in a residence. The first address of the Franchised Business is identified in Attachment I-B. We have no responsibility for the lease; it is your sole responsibility to evaluate, negotiate and enter into the lease for the Franchised Business premises.

4.2 Change of Location. You may not relocate your Franchised Business to a new address without obtaining our prior written approval of the new location.

5. *INITIAL FEES*

Upon signing this Agreement, you must pay to us: (a) a Territory Fee in the amount set forth in Attachment I-A, and (b) an Initial Franchise Fee of $20,000, to use the System and the Marks in your Territory in accordance with the terms hereof. These fees are not refundable. Provided that you have paid the foregoing fees, we will set up the Mailer Program for your Territory and provide you with telephonic support prior to training, and a copy of the Pre-Work Manual, which is part of our Brand Standards Manual Suite, and we will provide you the Initial Training Program described in Section 10.1 below. In addition, we may provide you with access to an independent, third-party employment law hotline (the "Hotline"). You acknowledge that we have no liability with respect to any advice you may receive through the Hotline or otherwise in connection with your use of the Hotline and we may discontinue offering access to the Hotline at any time upon prior notice. You agree to fully indemnify us for any liability, cost, expense, loss or damage, including attorney's fees and costs, arising from your use of the Hotline or reliance on information

received during your use of the Hotline, including as a result of any allegations or findings of any joint employer status.

6. *ROYALTY FEE AND PAYMENT OBLIGATIONS*

6.1 Royalty Fee. Commencing on the Opening Date, you will pay to us, on Wednesday of each week thereafter (or such other date as we may designate), a non-refundable royalty fee equal to six percent (6%) of the Gross Revenue realized in the prior week (Sunday through Saturday) ("Royalty Fee"). The Royalty Fee is due and payable on all Gross Revenue derived from or attributable to all Cleaning Services provided to Customers and all other activities related (directly or indirectly) to the Franchised Business, including, without limitation, Residential Home Cleaning and Commercial Cleaning. This six percent (6%) Royalty Fee applies to the first $500,000 of annualized Gross Revenue during the calendar year. Provided you are not in default under this Agreement or under any Collateral Agreement, the Royalty Fee is reduced to five percent (5%) of annual Gross Revenue of the Franchised Business with respect to Gross Revenue between $500,000.01 and $1,000,000, and further reduced to four percent (4%) of annual Gross Revenue of the Franchised Business with respect to Gross Revenue in excess of $1,000,000.01. All numbers are based on a calendar year (January 1 – December 31). We reserve the right to modify our policies and practices regarding revenue recognition, revenue reporting, and the inclusion or exclusion of certain revenue from "Gross Revenue" as circumstances, business practices, and technology change. For example, and by way of illustration and not limitation, in the event new technologies and practices, such as "Groupon," "Living Social" and other "deal-of-the-day" discounts, generate revenue for the Franchised Business that may not be associated with Cleaning Services or the sale of products, we may establish policies to identify which revenues are, and are not, part of Gross Revenue.

6.2 Payment Obligations. You must authorize your bank, pursuant to Attachment II to this Agreement, to allow us to withdraw via electronic funds transfer (or such other manner as we may designate from time to time), on Wednesday of each week, all monies you owe us for the prior week, including, but not limited to, Royalty Fees, NAF Contributions (as defined in Section 7.2), charges you incur for supplies, Software Access Fees, Mailer Fees, Call Center Fees (all of which fees are defined below), and other fees that may be instituted during the Initial Term of this Agreement. You must notify us at least ninety (90) days before closing or changing the account against which such debits are to be made. If such account is closed or ceases to be used, you will immediately provide all documents and information necessary to permit us to debit the amounts due from an alternative account. You acknowledge that these requirements are only a method to facilitate prompt and timely payment of amounts due and will not affect any obligation or liability for amounts owed.

6.3 Interest on Late Payments. All fees and other amounts owed to us or our Affiliates that are received by us after the due date will bear interest at the rate of one and a half percent (1.5%) per month or the highest legal rate for open account business credit in the state where the Franchised Business is located, whichever is less, until paid.

6.4 Application of Payments. We have the right to apply payments from you in any way we choose, to any amounts you owe us.

6.5 *Insufficient Funds Fee.* In addition to the interest charge under Section 6.3, if you deliver a check to us that does not clear your bank account or if we are not able to complete an electronic funds transfer because of insufficient funds in your account, we have the right to charge you a fee equal to (i) $100 if this is your first such violation under this Section, (ii) $150 if this is your second such violation and (iii) $200 per violation for any subsequent such violation.

6.6 *Collection Costs and Expenses.* You must pay to us on demand any and all collection costs and expenses (including, without limitation, costs and commissions due a collection agency, costs incurred in creating or replicating reports demonstrating Gross Revenue of the Franchised Business, reasonable attorneys' fees, court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing) incurred by us in enforcing the terms of this Agreement, including, without limitation, in collecting any monies owed by you to us.

6.7 *No Offset.* You shall not withhold or off-set any portion of any payment due to our alleged non-performance under this Agreement or any other Collateral Agreement by and between you and us or our respective Affiliates.

7. *MARKETING AND ADVERTISING*

7.1 *Mailer Program.* Simultaneously with signing this Agreement, you must sign the attached Mailer Services Agreement. The Mailer Services Agreement covers, among other things, the terms for the payment of the continuing Mailer Fees. This Section covers your other obligations under the Mailer Program.

Beginning at least one (1) week before the Opening Date and continuing throughout the Initial Term, you must arrange with us to produce (for a percentage of Designated Households in your Territory) and deliver to the United States Postal Service (or other mail delivery service that we designate) on a weekly basis the number of mailers set forth in the following chart:

No. of Customers	**% of Designated Households in Territory for Which a Mailer Must Be Produced Per Week**
1-100	9% of the Designated Households
101-150	10% of the Designated Households
151-200	11% of the Designated Households
201-250	12% of the Designated Households
Over 251	13% of the Designated Households

The number of mailers in the chart above is the minimum number of mailers that you are required to purchase on a weekly basis for a percentage of Designated Households in your Territory. The number of Designated Households in a Territory may fluctuate over time. If your weekly Gross Revenue equals or exceeds $25,000 for four (4) consecutive weeks, then you may control the number of mailers you purchase from us, provided that (a) the number of mailers you purchase on a weekly basis shall not be less than nine percent (9%) of the number of Designated Households

in your Territory, and (b) if thereafter the weekly Gross Revenue falls below $25,000 in any two (2) out of three (3) consecutive weeks, then the number of mailers you must purchase on a weekly basis will be as set forth in the table in this Section 7.1. The number of Designated Households is based on the number of Designated Households at the time you sign this Agreement. However, if we increase the size of your Territory, the number of Designated Households also includes the number of Designated Households added at the time we increase your Territory.

Provided that you have operated the Franchised Business for the prior consecutive fifty-two (52) weeks and you are not in default of this Agreement or any other agreement with us, you may temporarily suspend your obligations under this Section 7.1 during any three (3) weeks (defined as Sunday through Saturday) per calendar year. You must provide written notice to us before you suspend your mailer obligations under this Section 7.1.

Further, after receipt of written notice from you (and our verification) that you have at least the then-current required threshold number of Customers (currently, three hundred (300)) and achieved a Mark of Excellence ("MOE"), based on our then-current defined MOE level weekly termination rate, for an entire calendar quarter, we will reduce your mailer rate for the following calendar quarter from thirteen percent (13%) of Designated Households to twelve percent (12%) of Designated Households in your Territory. For added clarity, a "calendar quarter" is defined with reference to the following month groupings: January- March, April - June, July - September, and October - December. You are responsible for keeping track of your Customer count and weekly termination rate, and then providing us with written notice of your achievement of the Customer count and a MOE.

We have the right to formulate and design the content of the mailers. If we no longer provide this direct-mail service, we will use our best efforts, but have no obligation, to find a replacement company to provide similar services for you. If we, in our sole business judgment, determine that there is a more effective alternative method of advertising, we may discontinue the mailer services and require you to undertake at your cost other advertising as we direct.

Neither we nor our Affiliates make any representations regarding the accuracy of the mailing lists. We make no representation or warranty that the actual number of mailers produced by us (or our designee) on your behalf and delivered to the United States Postal Service (or other delivery service that we designate) will be delivered by the postal carrier to Designated Households in your Territory.

7.2 National Advertising Fund. Commencing on the Opening Date, you must contribute to the National Advertising Fund, at the same time and in the same manner as the Royalty Fee, an amount equal to one percent (1%) of the weekly Gross Revenue of your Franchised Business or $200, whichever is less (the "NAF Contributions"). We may increase the NAF Contributions above one percent (1%) of weekly Gross Revenue and/or increase or decrease the $200 cap if fifty percent (50%) or more of our franchised businesses agree to the contribution change. We have the sole discretion to use the National Advertising Fund and the monies in the National Advertising Fund for any purpose that we designate that we believe will build and maintain brand recognition for the benefit of the System. We will direct all programs that the National Advertising Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. We do not guarantee that the NAF

Contributions you pay will be used in your Territory, and we are not obligated to expend any sums on advertising in your Territory. Our advertising program may utilize television, radio, print and Internet materials. We will not make any expenditure from the National Advertising Fund primarily to help us sell franchises, but we may use the NAF Contributions to develop, administer and maintain the System Websites, including social media campaigns, and to attend national trade shows to promote our Marks and the System. We have the right to make disbursements from the National Advertising Fund for expenses incurred in connection with the cost of formulating, developing and implementing marketing, advertising and promotional campaigns. The disbursements may include payments to us for the expense of administering the National Advertising Fund, including accounting expenses and salaries and benefits paid to our employees engaged in the advertising functions. We will typically advertise in a designated market area or on a national basis, whichever we deem more appropriate. The NAF Contributions are not held in a trust or escrow account. We will provide you with annual reports (which may be unaudited) of the income and expenses incurred by the fund upon your reasonable request. You have no property rights of any kind with respect to the NAF Contributions, and we do not have any fiduciary obligations to you or any other franchisees regarding the NAF Contributions.

7.3 Advertising Council. We have the right to form an advertising council composed of franchisees and our representatives, and the right to determine how such a council will be selected, funded and governed.

7.4 Local Marketing Cooperative. We may require Local Marketing Cooperatives to be formed, changed, dissolved or merged. If we organize a cooperative, your participation will be mandatory. You will pay monthly contributions to the cooperative based on the method of computation and in amounts determined by majority vote of its members. Your contribution to the cooperative will be in addition to your other required advertising expenses noted in this Section 7. The cooperative will combine your funds with those of other TCA Businesses to achieve joint marketing efforts. We will administer the funds in accordance with directions we receive from the cooperative. The funds may be used for marketing, advertising, public relations and promotional programs.

7.5 Local Marketing. Your local advertising and marketing materials must follow our guidelines in the Brand Standards Manual Suite and must be submitted to us at least fifteen (15) days prior to first use for approval, which we may grant or withhold in our business judgment. If we do not approve your submission within fifteen (15) days after the day we receive the materials, we will be deemed to have not approved the materials. Your advertising and marketing materials may not contain any statement or material which, in our sole business judgment may be considered: (a) in bad taste or offensive to the public or to any group of persons; (b) defamatory of any person or an attack on any competitor; (c) to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification; or (d) inconsistent with our public image of that of the System. You acknowledge and agree that any and all copyright in and to advertising and marketing materials developed by you or on your behalf will be our sole property, and you must execute such documents (and, if necessary, require your independent contractors to execute such documents) as may be deemed reasonably necessary by us to give effect to this provision.

7.6 Websites and Social Media. All of your advertisements, promotions or any references to the Marks or the Franchised Business on the Internet or any current or future form of electronic commerce, including, without limitation, any Websites, including all current and future forms of social media networks and platforms (e.g., Facebook, Twitter, LinkedIn, Instagram, etc.) (collectively, "Digital Advertising") must strictly comply with Section 16 hereof as well as any policies, guidelines and requirements regarding the creation, maintenance, use, publication and content of all such Digital Advertising, as set forth in the Brand Standards Manual Suite. Any such Digital Advertising including all social media posts will also be subject to (among other things) the rules and restrictions set forth in Section 7.5 above. We may from time to time modify our websites and Digital Advertising policies and requirements as we determine to be appropriate, including as available technologies and advertising methods change. You grant us the right to access any social media accounts to take corrective action if such Digital Advertising and postings are in violation of our advertising policy, are misleading or misuse the Marks, and to operate such accounts after termination of this Agreement. If you are no longer part of the System, you and your officers and owners also agree to promptly revise any online employment sites (such as but limited to LinkedIn) to accurately reflect their current status. We reserve the right to develop, publish and control the content of all Digital Advertising for TCA Businesses. You acknowledge that we shall own all Digital Advertising related to, containing, or associated with the Marks and the System, including, without limitation, databases of customer contact information. We reserve the right, upon 30 days' prior written notice, to require you to participate in any Digital Advertising of TCA Businesses sponsored by us.

8. TELEPHONE NUMBERS AND TELEPHONE BOOK ADVERTISING

8.1 Telephone Number. You must obtain a separate telephone number that is identified with the Franchised Business and no other business. At the termination or expiration of this Agreement, that telephone number becomes our property. Unless we direct otherwise, simultaneously herewith, you agree to execute the Telephone Number and Internet Agreement (attached hereto as *Attachment V*), pursuant to which you assign to us ownership of all Telephone Listings and Internet Listings (each term as defined in *Attachment V*).

8.2 Directory Book Advertising. If we determine that it is the best interest of the Franchised Business for you and another TCA Business franchisee to purchase joint directory advertisements (e.g., Yellow Pages display online listings and so on), you must purchase a joint display ad of the type, size and content that we determine.

9. SOFTWARE ACCESS FEE; CALL CENTER FEE

9.1 Software Access Fee. Simultaneously with your payment of the Initial Franchise Fee, you must pay us a one-time Training Software Access Fee of $250.00 for which we will provide you access to our online training modules on our software system. In addition, we charge you a weekly Software Access Fee (currently in the amount of $27.50). The weekly fee is due in arrears on Wednesday of each week. Therefore, each Wednesday we will charge your account the Software Access Fee through an electronic funds transfer to cover your software access for the prior week. The Software Access Fee allows you access to our on-line Internet system. If you do not pay us the Software Access Fee, in addition to any other remedy we may have under this Agreement, we may suspend or terminate your access to our on-line Internet system. We reserve the right, upon

at least thirty (30) days' notice, to increase the Software Access Fee, but we will not increase this fee by more than ten percent (10%) in any twelve (12) month period. Your costs to connect to the Internet and any related telephone line charges will be your sole responsibility.

9.2 Live Voice. Telephone calls to the Franchised Business must be answered by "live" voices during the hours as we require in our Brand Standards Manual Suite. You may not have your phones answered by answering machines, voicemail, or transferred to cellular telephones or other similar devices. If you do not comply with this "live" voice requirement, we have the right to maintain your Royalty Fee at a rate equal to six percent (6%) of the Gross Revenue of the Franchised Business regardless of the level of Gross Revenue achieved, in addition to any other remedies available to us under this Agreement, including default and termination.

9.3 Call Center. We have established a Call Center for you to use for incoming calls, which you may use to satisfy the "live" voice requirement of Section 9.2 above. We will charge you a fee for the Call Center service and you agree to pay the then-current fees that we may charge for this service. Currently, the Call Center Fee is $1.50 per call with a new prospective customer and $2.00 for any other call, and is due on a weekly basis in arrears. We reserve the right to increase the Call Center Fee and to charge a minimum fee for this service. We reserve the right to terminate your access to the Call Center, and we also reserve the right to cancel the Call Center program. We will provide you at least thirty (30) days' notice prior to terminating the Call Center or modifying the Call Center Fee.

10. TRAINING

10.1 Initial Training Program and Site Training. By no later than one hundred and twenty days (120) after the Effective Date and before beginning business operations, the Primary Operator must complete to our satisfaction, our initial training program ("Initial Training Program"). The Initial Training Program is conducted at our home office or another training site we select. Additionally, if you are purchasing an existing TCA Business, the Primary Operator must attend and complete to our satisfaction a three (3) day training session at an existing TCA Business that we designate ("Site Training") before beginning business operations. At our sole discretion, we may permit your manager to attend the Initial Training Program and/or the Site Training. Both the Initial Training and Site Training will be conducted by our employees or agents experienced in the cleaning business. Except for a portion of the Initial Franchise Fee used to reimburse us for certain expenses associated with attendance at Initial Training Program, we do not charge you a separate fee to attend either type of training. You must pay all travel and living expenses and wages/compensation accruing during the applicable training period for the Primary Operator and/or your manager.

10.2 Ongoing Training. The Primary Operator and certain other management employees are strongly encouraged to attend ongoing training that we may offer from time to time. Ongoing training may be in the form of regional training programs, study groups, franchisee meetings, conventions and electronic means. We will make available to the Primary Operator (or an approved manager), no more than once a year, a refresher training program. This may be held at our headquarters or in conjunction with our Annual Convention. You must pay all travel and living expenses, as well as wages/compensation accruing during all ongoing support and training.

Any training provided by us to any of your employees will be limited to training or guiding the employees regarding the delivery of approved services to Customers in a manner that reflects the customer and client service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training.

10.3 Attendance at Annual Convention. We require that you (or, if you are an entity, your owner), or if the Franchised Business is supervised by a qualified, fully trained full-time manager as provided in Section 11.2, then such manager, attend our Annual Convention. You are responsible for the costs of travel and accommodations of your attendees. We reserve the right to charge a fee for our Annual Convention. If neither you nor the manager (nor, if you are an entity, your owner), as applicable, attend the Annual Convention, you must pay us the then-current convention non-attendance fee. If neither you nor the manager (nor your owner, as applicable) attend the Annual Convention for two (2) consecutive years, you will be in default of this Agreement, and we will have the right in our sole business judgment to terminate this Agreement (or, in lieu of termination, maintain your Royalty Fee at six percent (6%) of Gross Revenue regardless of the level of your Gross Revenue until you attend (or the manager or your owner attends, as applicable) the Annual Convention), as well as any other rights and remedies available to us at law or in equity.

11. OPERATING REQUIREMENTS

11.1 Opening. You must open the Franchised Business within a reasonable time after signing this Agreement, but in no event later than one hundred and twenty (120) days after the Effective Date.

11.2 Supervision. At all times, the Primary Operator or, with our prior written consent a qualified full-time manager who has successfully completed all required training and who has been approved by us in writing, must participate directly in the operation and management of the Franchised Business and must devote full working time to the direction and supervision of the Franchised Business. All managers of the Franchised Business must sign our then-current form of confidentiality and non-compete agreement, the current form of which is attached hereto as Attachment IV and included in the Brand Standards Manual Suite, as noted in Section 21.4 below. Further, if any manager and/or other employee of the Franchised Business has access to our proprietary software and related materials, such manager(s) and employee(s) must comply with Section 11.7 below. Under no circumstances may you permit management of the Franchised Business' operations by a person who has not successfully completed to our reasonable satisfaction all applicable training we require.

11.3 Site Appearance. You must maintain the premises for the Franchised Business in clean and attractive condition and comply with any other requirements that we impose in the Brand Standards Manual Suite. We reserve the right to inspect the premises of the Franchised Business at any time during the Initial Term. Any evaluation or inspection we conduct is not intended to exercise control over your day-to-day operation of the Franchised Business or to assume any responsibility for your obligations under this Agreement.

11.4 Services and Products Offered. You must offer for sale only the services and products that we specify in this Agreement and in the Brand Standards Manual Suite. We will furnish to you from time to time lists of approved supplies and approved suppliers. You must only use approved products, services, fixtures, furniture, equipment, supplies and other items or services ("approved supplies") in connection with the operation of the Franchised Business as set forth in the approved supplies and approved suppliers lists, as we may amend from time to time. Although we do not do so for every item, we have the right to approve the manufacturer, distributor and/or supplier of approved supplies and in some instances, require that you use designated sources or suppliers. You acknowledge and agree that certain approved supplies may be available only from one source, and that we or our Affiliates may be that source. You will pay the then-current price in effect for all products and supplies that you purchase from us and our Affiliates. All products, services, fixtures, furniture, equipment, supplies and other items or services used in the operation of the Franchised Business that are not included in the approved supplies or approved suppliers lists must conform to the specifications and standards we establish from time to time. Without limiting the generality of the foregoing, this means that you must (a) purchase and install the computer hardware and software that we specify to manage and administer the Franchised Business and execute the form of confidentiality, non-disclosure and non-compete agreement specified in the Brand Standards Manual Suite, (b) use our proprietary software in the manner set forth in the Brand Standards Manual Suite, including with respect to entry of required data and information, (c) use the computer and general business forms that we specify, (d) require your employees to wear the uniforms we specify in the Brand Standards Manual Suite, and (e) use only the types of cleaning products we specify in the Brand Standards Manual Suite. ALTHOUGH APPROVED BY US OR DESIGNATED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICES, PRODUCTS, EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY REQUIRED COMPUTER AND SOFTWARE SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED ITEMS. IN ADDITION, WE DISCLAIM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED OR PRODUCTS FURNISHED BY ANY SUPPLIER APPROVED OR DESIGNATED BY US. OUR APPROVAL OR CONSENT TO ANY SERVICES, GOODS, SUPPLIES OR ANY OTHER INDIVIDUAL, ENTITY OR ANY ITEM SHALL NOT CREATE ANY LIABILITY ON US.

11.5 Commercial Cleaning. You may not offer, sell, provide (or assist in the offer, sale or provision) of Commercial Cleaning services to Customers, either directly (through Franchisee) or indirectly (through Franchisee's owners and other affiliated parties, including separate entities which you may own or hold or acquire an interest) unless (a) such Commercial Cleaning services are provided under or in association with the Marks, and (b) you pay a Royalty Fee on all revenues derived from or associated with the provision of Commercial Cleaning services. To be clear, even if you, directly or indirectly (as noted in the preceding sentence), offer, sell or provide Commercial Cleaning services (or assist in the offer, sale, or provision of such services) under trademarks different from the Marks, then in addition to committing a material default of this Agreement, all revenue or other consideration related to such work will be deemed "Gross Revenue" under this Agreement and we will be entitled to collect a Royalty Fee. Further, all such Customers that receive Commercial Cleaning services from you or any affiliated party (under the Marks or any other trademark) will be deemed our Customers under Section 11.8 of this Agreement.

11.6 Brand Standards Manual Suite. During the Initial Term, we will loan you the Brand Standards Manual Suite, operations bulletins and other materials containing mandatory and suggested procedures, specifications and rules that we prescribe from time to time. We may make the Brand Standards Manual Suite available to you in any format we designate, including by electronic means. The Brand Standards Manual Suite and the other materials are our confidential and proprietary information and property and must be returned to us whenever this Agreement expires or is terminated for any reason. If you fail to return the Brand Standards Manual Suite and other materials, you must pay us $1,000 per day commencing 5 days after termination, expiration or transfer, in addition to any other remedy available to us.

We have the right to add to or modify the Brand Standards Manual Suite from time to time, to improve our standards, change our operating procedures and software system, maintain the goodwill associated with the Marks and meet competition.

You must keep the Brand Standards Manual Suite current and up-to-date. If there is a dispute about the contents of the Brand Standards Manual Suite, the terms of the master copy at our home office will control. You agree to operate the Franchised Business in conformance with all mandatory provisions of the Brand Standards Manual Suite and you acknowledge that the Brand Standards Manual Suite is designed to protect our standards, systems, names and Marks, and not to control the day-to-day operation of the Franchised Business.

The Brand Standards Manual Suite contains both mandatory standards and recommended standards. Any required standards exist to protect our interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Brand Standards Manual Suite or other written materials. Brand Standards Manual Suite also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and the Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

11.7 Trade Secrets and Proprietary Information. The contents of the Brand Standards Manual Suite and all the operating procedures, standards and rules we prescribe for the Franchised Business are confidential and proprietary. You will maintain, both during and after the Initial Term, absolute confidentiality of the Brand Standards Manual Suite and all other information that we designate as confidential or proprietary and disclose to you. You will give this information to your employees only to the extent necessary for the operation of the Franchised Business in accordance with this Agreement. You will not use this information in any other business or in any way not authorized by us in writing.

11.8 Customer Data. You agree that all data that you collect from Customers and potential customers in connection with the Franchised Business during the Initial Term ("Customer Data") is our proprietary information and property and you also agree to provide the Customer Data to us at any time that we request. We reserve the right to require that you provide us with remote access

to your Franchised Business's computer systems and all data related to the Franchised Business stored therein, in a manner that meets our System standards and specifications. You have the right to use Customer Data during the Initial Term, but only in connection with operating the Franchised Business and only in accordance with the policies that we establish from time to time. You may not sell, transfer, or use Customer Data for any purpose other than operating and marketing the Franchised Business. However, if you transfer the Franchised Business (as provided in Sections 18 and 19 below), as part of the transfer, you must also transfer use of the Customer Data to the buyer as part of the total purchase price paid for the Franchised Business. At the expiration or termination of this Agreement for any reason, you will promptly turn over to us the Customer Data and you will make no further use of that Customer Data (or any related information) for any purpose whatsoever. Further, you recognize that your business relationship with all such Customers is attributable solely to the Marks and the goodwill associated therewith. As such, all such business relationships with all Customers will revert to us and become our sole and exclusive property upon termination or expiration of this Agreement.

11.9 User Agreement. Before commencing use of our proprietary software (currently, TCA.net) and at time during the Initial Term, you, the Primary Operator, your manager(s) and certain employees will be required to acknowledge and agree to the terms of use set forth in the User Agreement (a current copy of which is included in the Brand Standards Manual Suite). We have the right to modify the User Agreement and the proprietary software in our sole business judgment.

11.10 Compliance with Procedures and Rules; Government Regulations and Laws. You must comply fully with all standards, operating procedures and rules that we prescribe from time to time, including those contained in the Brand Standards Manual Suite. You must secure and maintain in force and effect all government-required licenses, permits and certificates. You must operate the Franchised Business in compliance with all applicable laws and regulations. Without limiting the generality of the foregoing sentence, you must abide by all applicable laws pertaining to the privacy and security of personal information, including, without limitation, local, regional and national requirements applicable to the Franchised Business, as well as all laws applicable to any technology used in the operation of the Franchised Business, including PCI compliance.

11.11 Franchisee Identification. Your identity as our franchisee must be clearly visible in all dealings with the public. This identification must appear on all Customer agreements, checks and negotiable instruments, as set forth in the Brand Standards Manual Suite or otherwise as we may specify in writing.

11.12 Public Figures. You may not use a public figure to promote or advertise the Franchised Business without our prior written consent.

11.13 General Operations. You must conduct the Franchised Business in a way that reflects favorably on you, the System, the Marks, our other franchisees, our Affiliates and us. You must protect the good name, goodwill and reputation of the entire System, and avoid all deceptive, misleading and unethical practices.

11.14 Your Employees. You are responsible for the day-to-day actions of your employees. In order to protect the value and reputation of our brand, the System and the Marks, prior to each employee's hire date, you must engage a reputable third party provider with access to nationwide

records to conduct a background check including, at a minimum, a social security number verification and a criminal background check of all county criminal records for all previous addresses of the employee. Our Brand Standards Manual Suite may provide for more detailed requirements for employee background checks. If you fail to conduct a satisfactory background check on any employee prior to his/her hire, such conduct constitutes a material default for which we may terminate this Agreement if you do not cure the breach as provided in Section 17.3(c). As an alternative to our termination right, in our discretion, we may require that you pay to us a fine equal to $1,000 for each day that the employee remains in your employ without completion of a satisfactory background check. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Trademarks in any way shifts any employee or employment related responsibility from you to us. It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason; however, if we incur any liability, cost, expense, loss or damage, including attorney's fees and costs, as a result of any actions or omissions of you or your employees, including without limitation any that relate to any party alleging or making a finding of any joint employer status, you will fully indemnify us for any such liability, cost, expense, loss or damage, including attorney's fees and costs.

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

11.16 Tax Payments. You will pay all state and local taxes, including, without limitation, taxes denominated as income or franchise taxes, that may be imposed on us as a result of our receipt or accrual of the Territory Fee, Initial Franchise Fee, the Royalty Fees, the Mailer Fee, the NAF Contributions, and other fees that are referenced in this Agreement, whether assessed against you through withholding or other means or whether paid by us directly. In either case, you will pay to us (and to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required.

11.17 Advisory Council. We have the right to form an advisory council composed of franchisees and our representatives. We will determine how such a council will be selected, funded and governed. We will consider any recommendation from the council, but we have the sole right to accept or reject its recommendations. We have the right to change, modify or dissolve the council.

12. OPERATING ASSISTANCE

12.1 Advice and Guidance. We will provide you with reasonable operating assistance, as we determine from time to time to be necessary for the operation of the Franchised Business. We will inform you of operating problems that we discover through our reviews and reports that we learn

from you and other franchisees. We may charge you for operating assistance made necessary by your failure to comply with this Agreement or operating assistance you request that is greater than the assistance we normally provide.

12.2 Service and Products. We research, advise and provide you with information about vendors who offer products and services useful to your operation of the Franchised Business. You agree to use in operating your Franchised Business only those products, services and methods that we have approved for TCA Businesses as meeting our specifications and standards for quality, function and performance. You acknowledge that we may designate a single vendor or source of supply, and that we or an Affiliate may be that vendor/source. For example, as of the date of this Agreement, we are the sole provider of weekly mailer services under the Mailer Program, as described in Section 7.1. You will pay the then-current price in effect for all required purchases from us and/or our Affiliates. You acknowledge that we and/or our Affiliates may make a profit on the services or products we provide you. We further reserve the right to receive and retain rebates and other consideration from suppliers and vendors as a result of your purchase of required products and services.

12.3 Supplies and Forms. We will design and develop the computer-generated reports and other printed forms specified in the Brand Standards Manual Suite that we require you to use in the Franchised Business.

13. RECORDS AND FINANCIAL REPORTS

13.1 Forms and Records. You are required to use the forms and reports specified in the Brand Standards Manual Suite. These reports must be completed and sent to us within the time periods set forth in the Brand Standards Manual Suite. You also must establish and maintain the bookkeeping, accounting, and financial statements and record keeping systems required by us and set out in the Brand Standards Manual Suite.

13.2 Financial Reports. Upon our request, you must send to us, no later than ninety (90) days after each fiscal year end, the verified statements, (including financial statements and reports of Gross Revenue) as identified in the Brand Standards Manual Suite that truthfully reflect the financial condition of the Franchised Business.

14. AUDIT RIGHTS

14.1 Right to Audit. We have the right, but not the obligation, during business hours and without prior notice to you, to copy, audit and inspect (or to have our designee copy, audit and inspect) all financial and business records and reports for you, your owners, any affiliated companies, and the Franchised Business. The records and reports that we have the right to review, copy, audit and inspect include, but are not limited to, any business and / or personal tax returns, financial statements, profit and loss statements, balance sheets, valuations, bank statements, and other financial information for you, your owners, any affiliated companies, and the Franchised Business. We, in our sole discretion, will conduct the audit remotely or at the location identified in Section 4.1. If the audit is conducted remotely, you must copy and deliver to us or our designee – at your sole expense – all records and financial reports that we identify. These audits will be made at our expense unless they are made necessary by your failure to comply with this Agreement. In that

event, we have the right to charge you for the costs of the audit, including our or our agent's employees' or agents' travel expenses, room, board and compensation. Our right to audit, as set forth above, continues for twenty-four (24) consecutive months after the latter of (a) the termination, expiration or transfer of this Agreement, or (b) the date on which you cease to operate the Franchised Business, provide Cleaning Services or use the Marks.

14.2 Resolution of Discrepancies. If our audit reveals an overpayment by you to us, we will promptly refund the overpayment. If our review reveals an underpayment by you to us, you will pay us the shortfall on demand. If the shortfall amounts to more than two percent (2%) of the amount actually due, you will also pay us on demand three (3) times the amount due, interest at the rate of one and a half percent (11/2%) per month (or the maximum rate allowed under applicable law, whichever is less) on the underpayment, plus all costs that we incurred in conducting the review, including our employees' or agents' travel expenses, room, board and compensation, even if you otherwise are in compliance with this Agreement.

15. INSURANCE

15.1 Insurance. At all times during the Initial Term, you shall maintain in force, at your sole expense, at a minimum, the following: (a) comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by, or incurred in connection with, the operation of, or conduct of the Franchised Business by you; (b) general casualty insurance (including fire, broad form standard coverage, and intentional and malicious mischief) including coverage on equipment, furnishings, signs and supplies; (c) motor vehicle liability insurance; (d) worker's compensation insurance; (e) hired, non-owned automobile insurance; (f) employment practices liability insurance and (g) any other coverages as required by the Brand Standards Manual Suite. We also recommend, but do not require, that you maintain an umbrella policy. Your policies must have endorsements to add back coverage for losses due to care, custody or control, and for losses due to workmanship or work not properly performed. Your broad form liability must provide lost key coverage to re-key Customer homes or offices if the Customers' keys become lost or damaged while in your care, custody or control, and third party dishonesty coverage on all employees to pay for theft by an employee of any Customer or property. The insurance coverage shall be maintained under one or more policies of insurance containing the amounts and types of coverage that we prescribe from time to time, and must be underwritten by an insurance company rated "A" or higher by Alfred M. Best & Company, Inc., or such other insurance rating company as we designate. All such public liability and motor vehicle liability insurance policies shall name us as an additional insured, and provide that we receive thirty (30) days prior written notice of any termination, expiration or cancellation of any such policy. The amount and specific types of coverage as set forth in the Brand Standards Manual Suite, may be changed by us from time to time. The policies must be an "occurrence" policy, and not a "claims-made" policy.

15.2 Proof of Insurance. Prior to the Opening Date, you must file with us a certificate of insurance showing evidence of all required insurance coverage. You must annually file with us a certificate of insurance showing maintenance of all required insurance coverage. Additionally, during the Initial Term, within forty-eight (48) hours after your receipt of a request from us, you must provide satisfactory evidence of insurance to us. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may (but need not) obtain comparable insurance for you and the Franchised Business on your behalf, in which event you

shall cooperate with us and promptly reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining the insurance.

1.6. THE MARKS

1.6.1 Ownership and Usage. We are the sole owner of the Mark "THE CLEANING AUTHORITY®" and all other Marks that we license to you in this Agreement. Your right to use the Marks arises solely from this Agreement and you may only use the Marks according to the rules that we prescribe from time to time. You must operate the Franchised Business only as "THE CLEANING AUTHORITY®," the words standing alone, or such other Marks as we may prescribe from time to time in the Brand Standards Manual Suite. You may not add any words before or after the Marks or use the Marks with words that reflect your name, your company name, your geographic location or any other information; provided that you may use your name or company name (as applicable) with a "d/b/a The Cleaning Authority" designation thereafter on agreements, business checks/invoices, and in connection with your dealings with vendors, suppliers and Customers of the Franchised Business.

You may not use the Marks or any variations of the Marks or marks or names confusingly similar to the Marks in any manner not authorized by us in writing as part of any Electronic Identifier. We may grant or withhold our consent in our sole discretion and may condition our consent on such requirements as we deem appropriate, including, among other things, that you obtain our prior written approval of: (a) any and all Electronic Identifiers related to the Franchised Business; (b) the proposed form and content (including any visible and non-visible content such as meta-tags) of any Website related to the Franchised Business; (c) any hyperlinks or other links; (d) any materials (including text, video clips, photographs, images and sound bites) in which any third party has an ownership interest; and (e) any proposed modification of your Website. We may designate the form and content of your Websites and/or require that any such Websites be hosted by us or a third party designated by us, using one or more Websites that we own and/or control. In addition, we may require you to establish hyperlinks to our System Websites or another Website designated by us. We may charge you a fee for developing, reviewing and approving your Websites and/or for hosting the Websites.

You shall operate under, and prominently display, the names and Marks in the operation of your Franchised Business as may be prescribed from time to time by us. You shall use no commercial trade name, service mark or other commercial symbol, including associated logos, which do not satisfy the criteria established by us. In the event we deem it advisable, you shall file for and maintain a "certificate of trade name" in the county or other appropriate jurisdiction in which your Territory is located. Under no circumstances, however, shall you be permitted to use the names and Marks, or any part thereof, in the name of a corporation, limited liability company or partnership involved in the operation of your Franchised Business. If we request, you must also sign such other documents as we reasonably require in order to allow others in your state to use our names and Marks, including without limitation any documents required by the applicable Secretary of State or Department of Commerce located in your state.

From time to time, we may elect to discontinue the use of certain names and Marks and to commence the use of new names and Marks. In addition, we may change the principal name of

the TCA Businesses to a name other than THE CLEANING AUTHORITY. You shall pay all expenses incurred in connection with discontinuing the use of existing names and Marks on or within your Franchised Business, and all expenses incurred by you in commencing the use of new names and Marks therein.

You acknowledge that your right to use the names and Marks arises solely from this Agreement and that all such use and any goodwill (including Customer relationships) and other intangible benefits established thereby shall inure to our exclusive benefit.

You shall not use any of the names and Marks in combination with any other words, letters, prefixes, suffixes, logos or designs, other than in the manner authorized by us. If you use the Marks in a form not approved by us, the ownership of rights in the new form of use is imputed to us, and you will make no claim of right in the Marks as used.

You agree that upon the termination or expiration of this Agreement for any reason whatsoever, you shall forthwith discontinue the use of the names and Marks and thereafter shall no longer use, or have any right to use, the names and Marks.

You shall immediately notify us of any infringement of or challenge to, our use of present and future names and Marks. You shall not communicate with any person other than us or our attorneys in connection with any such infringement, challenge or claim, unless authorized by us in writing. In all events, we have the right to take such action as we deem appropriate, including the exclusive control of any litigation or any trademark office or other necessary proceeding arising out of any such infringement, challenge or claim relating to any of the names and Marks, including but not limited to the right to compromise, settle or otherwise resolve the claim, and determine whether to appeal a final determination of claim. You will execute all instruments and documents, render assistance, and all things that we believe are necessary and advisable to defend, protect or maintain our interests in the Marks.

17. DEFAULT AND TERMINATION

17.1 Automatic Termination. You will be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to you, if: (a) you become insolvent or make a general assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; (c) you are adjudicated a bankrupt or insolvent; (d) a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for the Franchised Business or assets is filed and consented to by you; (e) a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (f) proceedings for a composition with creditors under any state or federal law are instituted by or against you; (g) a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless unappealed or a supersedeas bond is filed); (h) you (if you are an entity) are dissolved; (i) execution is levied against the Franchised Business or assets; or (j) the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

17.2 Termination Without Cure Period. This Agreement will terminate immediately upon delivery of written notice to you if:

(a) The Primary Operator or an approved manager (as provided in Section 11.2) does not satisfactorily complete (as determined by us in our sole business judgment) the Initial Training Program and any applicable Site Training within one hundred and twenty (120) days after the Effective Date;

(b) You fail to open the Franchised Business within one hundred and twenty (120) days after the Effective Date;

(c) You transfer, or attempt to transfer, your interest in this Agreement, your Territory, the Franchised Business, or any ownership interest in you (if you are an entity) without our prior written approval, or otherwise make or attempt to make an unauthorized assignment or transfer;

(d) You sell, or attempt to sell, the assets of the Franchised Business without complying with this Agreement, or, if you are an entity, there is a change in the ownership structure or in the identity of the owners, directors or investors and you fail to comply with the provisions of Section 19.2 of this Agreement;

(e) You discontinue the active conduct of the Franchised Business, without our prior written consent, for more than two (2) consecutive business days;

(f) You misuse or make any unauthorized use of the Marks, engage in any conduct which we reasonably believe threatens to or actually impairs the Marks or our reputation or the goodwill associated therewith, and do not cure such misuse or unauthorized use within twenty-four (24) hours' notice from us;

(g) You have three (3) or more checks returned to us or our Affiliates for insufficient funds within any consecutive twelve (12) month period, or your bank account does not have sufficient funds to cover an electronic funds transfer to us or our Affiliate on three (3) or more occasions in any consecutive twelve (12) month period;

(h) You or any of your owners, guarantors or investors, made any material misrepresentation on the franchise application or any materials provided to us in connection with our grant of the franchise;

(i) You, any of your owners, guarantors or investors: (1) is convicted of, pleads guilty to, or enters a plea of *nolo contendere* to any felony; or, (2) is convicted of, pleads guilty to, or enters a plea of *nolo contendere* to any criminal offense related to the Franchised Business, other than minor traffic violations; or (3) is convicted of, pleads guilty to, or enters a plea of *nolo contendere* to any crime or commits any act that could, in our sole opinion, tend to reflect poorly upon the goodwill of our name or any of the Marks, the System or the Franchised Business;

(j) You fail to maintain the insurance coverage required by Section 15, or fail to provide satisfactory evidence of insurance to us within forty-eight (48) hours of our request;

(k) You fail to contact a Customer within forty-eight (48) hours after receiving a Customer complaint;

(l) You fail, on three (3) or more separate occasions during any consecutive twelve (12) month period, to comply with any provision of this Agreement (including, without limitation, the Mailer Program requirements in Section 7.1, your obligation to pay when due the Royalty Fee, NAF Contributions, or other monies due us or our Affiliates, and your obligation to conduct a satisfactory background check on any employee prior to his/her hire), regardless of whether the failures were corrected after notice to you;

(m) You fail to cure, within the applicable cure period, any default under any Collateral Agreement;

(n) You voluntarily or involuntarily abandon the franchise relationship;

(o) You commit violations of any health, safety, sanitation or other regulatory law, ordinance, standard, practice or regulation or operate the Franchised Business in a manner that presents a health or safety hazard to your employees, Customers or the general public;

(p) You submit to us two (2) or more sales reports, financial statements, other information or supporting records, in any period of twelve (12) consecutive months, which understate by more than (2%) the Gross Revenue of the Franchised Business, or materially distort any other material information;

(q) You consistently fail to pay your creditors, employees, or suppliers on a timely basis;

(r) You have your business permit or license suspended or revoked;

(s) You fail to attend our Annual Convention for two (2) consecutive years;

(t) You are delinquent in paying or withholding any of your taxes, including without limitation, payroll or withholding taxes;

(u) You default on any loan obligation secured by a mortgage, pledge, security interest or other encumbrance on this Agreement, any rights granted hereunder or the assets of the Franchised Business, or a secured party exercises or attempts to exercise its rights with respect to any such mortgage, pledge, security interest or other encumbrance; or

(v) An approved transfer of a person's interest is not effected following death or mental or physical incapacity as required by Section 20 hereof.

17.3 Termination Following Expiration of Cure Period. We have the further right to terminate this Agreement, effective upon expiration of the cure period set forth below, if:

(a) You fail to pay any Royalty Fees, NAF Contributions or other monies due to us or our Affiliates when due and you do not correct such failure within three (3) days after written notice is delivered to you;

(d) You fail to resolve to our satisfaction any Customer complaint in the manner and within the timeframe set forth in the Brand Standards Manual Suite, and you do not correct such failure within seven (7) days after written notice is delivered to you;

(c) You fail to conduct a satisfactory background check on any employee prior to his/her hire and you fail to cure the default within 10 days of receiving notice thereof; or

(d) You commit a breach of any provision of this Agreement, other than those breaches identified in Sections 17.1, Section 17.2 (whether or not such breach is corrected after notice) or above in this Section 17.3, or any specification, standard or operating procedure prescribed by us, and do not correct such failure within thirty (30) days after written notice is delivered to you.

Your opportunity to cure a default under this Agreement or any Collateral Agreement shall not in any way constitute a waiver of performance of your obligations under this Agreement, or a waiver of any other provision of this Agreement.

17.4 Statutory Limitations. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period prior to termination longer than set forth in this Section 17, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

17.5 *Step In Rights.* In addition to our right to terminate this Agreement, and not in lieu of such right, or any other rights we may have against you, upon a failure to cure any default within the applicable cure period (if any), we have the right, but not the obligation, to enter upon the Franchised Business premises and exercise complete authority with respect to the operation of the Franchised Business (or designate a third party to exercise authority) until such time as we determine that the default has been cured, and you are otherwise in compliance with this Agreement. If we exercise the rights described in this Section, you must reimburse us (or our designee) for all reasonable costs and overhead, if any, incurred in connection with our operation of your Franchised Business, including, without limitations, costs of personnel for supervising and staffing the Franchised Business and their travel and lodging accommodations, as well as pay a fee of up to $500 per day. If we undertake to operate the Franchised Business pursuant to this Section, you agree to indemnify and hold us (and our designees and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of our operation of the Franchised Business.

17.6 Obligations After Termination or Expiration. Upon termination or expiration of this Agreement, you must:

(a) Immediately pay all fees and charges due and owing to us or our Affiliates;

(b) Return to us all copies of the Brand Standards Manual Suite;

(c) Cancel all assumed name registrations or other registrations relating to, or incorporating, the Marks;

(d) Turn over to us the Customer Data and make no further use of that Customer Data (or any related information) for any purpose whatsoever;

(e) Return to us, or destroy according to our direction, all literature, signs, unused Customer agreement forms, promotional materials and other materials containing the Marks or otherwise identifying you as having any association with us;

(f) Stop all use of any of the Marks or any colorable imitation of them in any business;

(g) Comply with the post-term covenant not to compete, found in Section 21, below;

(h) Immediately cease all communications with Customers;

(i) Notify your telephone company and all listing agencies of the termination of your right to use any telephone numbers used or advertised with the Marks, and transfer those number(s) to us or our designee; if you do not voluntarily transfer these numbers and listings, the telephone company and all listing agencies may accept this Agreement as evidence of your authorization to do so, and of our exclusive rights in the telephone numbers and directory listings, and of our authority to direct their transfer on your behalf;

(j) Cease use of, and at our request transfer to us any Websites and Electronic Identifiers, whether or not authorized by us, used by you while operating the Franchised Business; if you do not voluntarily transfer these Websites and Electronic Identifiers, the registrars and hosts of any such Websites and Electronic Identifiers may accept this Agreement as evidence of your authorization to do so, and of our exclusive rights in the Websites and Electronic Identifiers, and of our authority to direct their transfer on your behalf. You acknowledge that when the Websites and Electronic Identifiers are transferred, all content hosted on the Websites will also be transferred to us including all data housed on the Websites as well as all members, friends, contacts and Customers who are linked to the Websites;

(k) Return to Customers (or if we request, to us) all keys in your possession which relate to that particular Customer, and provide to us copies of all Customer agreements and any related information we request, and provide us with all other information and access necessary for us (or our designee) to continue servicing the Customer and related business relationships;

(l) Immediately cease identifying yourself or the Franchised Business as associated in any way with us, the System and the Marks, or as formerly associated with any of the foregoing; and

(m) In addition, upon any early termination of this Agreement (other than termination as a result of a transfer), you must pay us, as liquidated damages, an amount equal to the greater of (i) two years of Royalty Fees (calculated as the average weekly Royalty Fees paid in the 52-week period preceding the termination of this Agreement, multiplied by 104 (i.e., the number of weeks in the two-year period)), or (ii) $100,000.

17.7 Option to Take Over Customer Agreements. Upon the expiration or termination of this Agreement for any reason, we will have the option to assume the TCA Business operations in the Territory and you are prohibited from offering or providing Cleaning Services to Customers in the Territory. If we intend to exercise this option, we must give notice to you by no later than fifteen (15) days after the effective date of the termination or expiration (however, we may provide that notice before the expiration or termination of this Agreement) and you must provide us with a

copy of each Customer agreement for the Franchised Business within three (3) days thereafter at no cost to us since the Customer Data is our property. We may assign this option to another person or entity. To this end, each of your Customer agreements must include a clause pursuant to which we have the unconditional right (but not an obligation) to assume (directly or through a designee), upon the termination or expiration of this Agreement, such Customer agreement including all of your rights and obligations thereunder that arise from and after such assumption. Upon the expiration or termination of this Agreement, you agree to facilitate our conversations with such Customers to ensure an orderly transition of the TCA Business operations.

17.8 Pre-Termination Options of Franchisor and Usage. Prior to the termination of this Agreement, if you fail to pay any amounts owed to us or our Affiliates or fail to comply with any term of this Agreement, then in addition to any right we may have to terminate this Agreement or to bring a claim for damages, we will have the right to, among other things:

(a) Remove the listing of the Franchised Business from all advertising published or approved by us;

(b) Prohibit you from attending any meetings or seminars held or sponsored by us or taking place on our premises;

(c) Maintain your Royalty Fee at six percent (6%), regardless of the level of your Gross Revenue;

(d) Terminate access to any computer or inventory control, Call Center, or related system provided to you by us;

(e) Suspend all services provided to you by us or our Affiliates under this Agreement or otherwise, including but not limited to, inspections, training, marketing assistance, Mailer Program services, annual business reviews, and the sale of products and supplies; and / or

(f) If you have failed to comply with Section 7.1, allow you to sign an amendment to this Agreement agreeing to pay any past due amounts to us and/or our Affiliates over time and pre-pay, for a minimum two week period, the cost of your mailer obligations plus all other fees that may be due to us including, but not limited to, the Royalty and NAF Contributions (with such fees calculated using the an average of the Gross Revenue for the immediately preceding eight weeks). Any such amendment will include a general release of all claims in favor of us and our Affiliates.

Our actions, as outlined in this Section 17.8, may continue until you have brought your accounts with us and any of our Affiliates current, cured any default, and complied with our requirements, and we have acknowledged the same in writing. The taking of any of the actions permitted in this Section 17.8 shall not suspend or release you from any obligation that would otherwise be owed to us or our Affiliates under the terms of this Agreement or otherwise.

18. ASSIGNMENT

18.1 Assignment by Us. We have the absolute, unrestricted right, exercisable at any time, to transfer and assign all or any part of our rights and obligations under this Agreement to any person or entity, and to undergo a change in ownership and control, without your consent. You

acknowledge and agree that, upon any such assignment, we will be released from all future liability under this Agreement and any Collateral Agreement.

18.2 Assignment by You. This Agreement and the rights it grants are personal to you. You and/or any individual or entity that directly or indirectly controls you may not sell, assign or transfer this Agreement, any of your rights or obligations under this Agreement, or ownership interests in you or the Franchised Business without our prior written consent, which consent shall not be unreasonably withheld. You may not acquire or maintain an interest (including a security interest) in this Agreement or Franchised Business following the date of assignment to a third party where you do not have a majority ownership interest. In addition, you may not mortgage, pledge, grant a security interest in or otherwise encumber this Agreement, any rights granted hereunder or the assets of the Franchised Business without providing us a prior written notice thereof together with such related documentation as we may reasonably request.

19. SALE OF ASSETS OR OWNERSHIP INTERESTS TO A THIRD PARTY

19.1 Sale of Assets of Franchised Business. Notwithstanding the restrictions set forth in Section 18.2, we will grant a franchise to a person to whom you sell the assets of the Franchised Business or ownership interests in you if you are an entity, provided that:

(a) The prospective purchaser meets our then-current standards for franchisees and the terms of the proposed sale do not place an unreasonable financial or operational burden on the prospective purchaser;

(b) You and your members, partners or shareholders execute our then-current termination and release agreement, after which you and your members, partners or shareholders will continue to be liable for all post-termination obligations, including, without limitation, all post-termination non-compete obligations, indemnification obligations for matters occurring before the date of assignment, the return of the Brand Standards Manual Suite, and non-use of our Marks and other proprietary/confidential information restrictions;

(c) You cure any defaults under this Agreement and any Collateral Agreement and pay all fees due and owing to us and our Affiliates;

(d) The prospective purchaser (and, as applicable, its owners) executes our then-current form of franchise agreement and related exhibits and addenda and any Collateral Agreements;

(e) The then-current transfer fee must be paid. In addition to the transfer fee, (1) if a third-party acts as a broker, agent or consultant in connection with the sale, we also must receive the greater of (a) $15,000, (b) ten percent (10%) of the total purchase price or (c) the amount charged by the third party, which you and we agree will cover the cost of third-party commissions that we are required to pay in connection with the sale; or (2) if we identify the prospective purchaser, we also must receive the greater of (a) $10,000 or (b) our actual costs to identify the prospective purchaser. Any amounts paid pursuant to this Section are non-refundable;

(f) The prospective purchaser has scheduled attendance at the Initial Training Program and any other training that we require in connection with the assignment, including Site Training.

In addition to the fees in Section 19.1(e), we may charge our then-current training fees for any training provided to the prospective purchaser;

(g) The prospective purchaser is not operating a cleaning business other than a business under a franchise agreement with us; and

(h) You reveal to us in advance of the sale all of the terms and conditions of your sale of business assets or ownership interests; and we review in advance of, and after signing by you, all documents to be signed by you and the purchaser that relate to the transfer of assets, real estate, leases, stock, inventory and any similar documents.

Any transfer, assignment or sale of the assets of, or ownership interests in, you or the Franchised Business that does not meet the above conditions and that does not have our prior written approval will be deemed void and of no effect and a breach of this Agreement.

19.2 Change of Ownership of Franchisee. Notwithstanding the restrictions set forth in Section 18.2, if you are a business entity such as a corporation, partnership or limited liability company, any change in the ownership or in the identity of the shareholders, members, partners, directors or investors constitutes an "assignment" requiring our prior written approval. In that regard, the same assignment criteria set forth in Section 19.1 of this Agreement apply to all changes of ownership, except that we may choose to waive the payment of a transfer fee and the Initial Training Program and/or Site Training requirements, depending on the nature of the ownership change.

19.3 Right of First Refusal. If, at any time during the term of this Agreement, you (or any party holding any ownership interest in you) receive a bona fide offer to purchase or lease the Franchised Business or your assets or the ownership interests in you, which offer you are willing to accept, you shall communicate in writing to us the full terms of the offer, the name of the offeror and any financial statements for the Franchised Business that we require. We (or our designee) may elect to purchase or lease the interest that the seller proposes to transfer on substantially the same terms set forth in the offer. If we (or our designee) elect to purchase or lease the interest, we shall give you written notice of the election within fifteen (15) days after we receive your communication of the offer. If we fail to give you written notice of election within fifteen (15) days, you may sell or lease the interest on the terms offered, subject to the other restrictions set forth in this Section 19. The sale or lease to the offeror must, however, be completed within sixty (60) days after the expiration of the fifteen (15) day period during which we (or our designee) may give written notice of election to purchase or lease; otherwise, an additional notice must be given to us and an additional option period must expire prior to any such transfer. If we (or our designee) elects to purchase or lease the interest, we shall have the right to substitute equivalent cash for any non-cash consideration included in the bona fide offer to purchase or lease the interest and we and you shall use our best efforts to complete the purchase or lease within sixty (60) days from the date of our notice of election to purchase or lease.

19.4 No Waiver. Our consent to any assignment shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement (or a subsequent franchise agreement) by the assignee, nor a waiver of our right to give or withhold approval to future assignment requests.

20. *DEATH OR DISABILITY*

20.1 Death or Permanent Disability. Upon the death or mental or physical incapacity of Franchisee (if an individual) or of any person with an interest in Franchisee, the executor or administrator of the estate of such person, or the personal representative of such person, shall transfer within six (6) months after such death or declaration of mental or physical incapacity, such person's interest to a third party approved by us. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the conditions set forth in Section 19. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries are unable to meet the conditions in Section 19, we shall establish a time frame within which the executor, administrator, or trustee of the deceased must dispose of the deceased's interest in Franchisee, which disposition shall be subject to all the terms and conditions for transfers contained herein. If the interest is not disposed within the time frame established by us, we may terminate this Agreement pursuant to Section 17.2(v).

21. *COVENANT NOT TO COMPETE AND CONFIDENTIALITY*

21.1 General Acknowledgement. You recognize that (a) the business of providing Cleaning Services is very competitive; (b) the System is currently operated in numerous states throughout the United States and is intended to be national in scope; (c) by virtue of this Agreement and your relationship with us, you will have access to and will receive certain confidential and proprietary information regarding the System and the business being conducted by us for the purpose of maintaining and further developing your business and the business and goodwill of the System; (d) for these very reasons, you will have the attendant ability to divert customer trade; and (e) consequently, we have strong legitimate interests in obtaining the covenants herein for the protection of our business and goodwill and the entire System. You therefore agree to be bound by the following covenants and expressly acknowledge, for yourself and each individual bound by these covenants, that you and s/he each possess skills and abilities of a general nature and have other opportunities for exploiting those skills, so that enforcement of the covenants made in this Section will not deprive you, him or her of an ability to earn a living.

21.2 In-Term Covenant. During the Initial Term of this Agreement, neither you, your manager, or your other managerial or supervisory employees, nor any of your owners, guarantors, officers, directors, partners and/or managing members, nor any spouses or Immediate Family Member of all such individuals, will, directly or indirectly, for yourselves or for any other person or entity, alone or through or on behalf of others, own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, sell or lease the assets of the Franchised Business to, or have any financial or other interest in, any Residential Home Cleaning business, Commercial Cleaning business or other cleaning business within the United States other than as a franchisee of ours under this Agreement (or another franchise agreement with us).

21.3 Post-Term Covenant. For a period of twenty-four (24) months after the expiration, assignment or termination of this Agreement for any reason, or the date on which you cease to operate the Franchised Business or use the Marks, whichever is later, neither you, your manager, or your other managerial or supervisory employees, nor any of your owners, guarantors, officers, directors, partners and/or managing members, nor any spouses or Immediate Family Member of all such individuals, will, directly or indirectly, for yourselves or for any other person or entity,

alone or through or on behalf of others, own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, sell or lease the assets of the Franchised Business to, or have any financial or other interest in, any Residential Home Cleaning business, Commercial Cleaning business or other cleaning business that provides cleaning services to any possible customer within (1) your Territory, plus the area formed by extending the boundaries of the Territory twenty (20) miles in all directions, or (2) the territory for any other then-existing The Cleaning Authority business, plus the area formed by extending the boundaries of that territory ten (10) miles in all directions.

21.4 Confidentiality and Noncompetition Agreements. You also agree to be bound by the terms and conditions of the Confidentiality and Noncompetition Agreement attached hereto as Attachment IV. If you are a corporation or other legal entity, all of your owners, officers, directors, partners and/or members, and all of the spouses and Immediate Family Member of all such individuals, must enter into a Confidentiality and Noncompetition Agreement substantially in the form of Attachment IV as approved by us. You shall also require each of your managers, key employees, and any independent contractors performing the same functions, at the time of their employment or contracting with you, to enter into a Confidentiality and Noncompetition Agreement substantially in the form of Attachment IV as approved by us. You, on behalf of yourself and each of the other individuals, acknowledge to us that this restriction is reasonable to protect the System, and that this restriction will not prevent anyone from earning a living. At our request, you shall enforce any such Confidentiality and Noncompetition Agreement on our behalf.

22. REMEDIES AND INDEMNITIES

22.1 Arbitration; Mediation. Except as qualified below, any dispute between you and us or any of our or your Affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or the Franchised Business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the American Arbitration Association. The arbitration must take place within the county where we maintain our corporate headquarters at the time of the filing of the arbitration, or at such other place as may be mutually agreeable to the parties. Any arbitration must be resolved on an individual basis and not joined as part of a class action or the claims of other parties. The arbitrators must follow the law and not disregard the terms of this Agreement. The decision of the arbitrators will be final and binding on all parties to the dispute; however, the arbitrators may not under circumstances: (a) stay the effectiveness of any pending termination of this Agreement; (b) assess punitive or exemplary damages; or (c) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. A judgment may be entered upon the arbitration award by any state or federal court in the state where we maintain our corporate headquarters at that time or the state where the Franchised Business is located.

Before the filing of any arbitration, the parties agree to mediate any dispute that does not include injunctive relief or specific performance actions covered under Section 22.2. Mediation will be conducted at a mutually-agreeable location in the county where we maintain our corporate headquarters, and by a mediator or mediation program agreed to by the parties. Persons authorized to settle the dispute must attend any mediation session. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible

within thirty (30) days of the notice from the party seeking to initiate the mediation procedures. If not resolved within thirty (30) days, or if one party refuses to participate in mediation within this same time frame, the parties are free to pursue arbitration. Mediation is a compromise negotiation for purposes of the federal and state rules of evidence, and the entire process is confidential.

These provisions are self-executing and will remain in full force and effect after expiration or termination of this Agreement.

22.2 Injunctive Relief. Notwithstanding Section 22.1, you recognize that the Franchised Business is one of a number of businesses identified by the Marks and similarly situated and selling to the public similar services, and the failure on the part of a single franchisee to comply with the terms of its agreement could cause irreparable damage to us and/or to some or all of our other franchisees. Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that we might otherwise have by virtue of any breach of this Agreement by you. Finally, notwithstanding Section 22.1, the following claims by us or our Affiliates against you are not subject to arbitration and we and our Affiliates have the right to commence a civil action against you or take other appropriate action for such claims: to collect sums of money due to us; to compel your compliance with trademark standards and requirements to protect the goodwill of the Marks; to compel you to compile and submit required reports to us; or to permit evaluations or audits authorized by this Agreement.

22.3 Jurisdiction and Venue in Legal Actions. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 22.1, must be brought in the applicable federal or state court located closest to the geographic area where we maintain our corporate headquarters at the time of the action. Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of and venue in said courts. The provisions of this Section 22.3 will survive termination or expiration of this Agreement. You are aware of the business purposes and needs underlying the language of this Section 22.3 and, with a complete understanding thereof, agree to be bound in the manner set forth above.

22.4 Costs of Enforcement. If we are successful in obtaining an injunction, or any other judicial relief or order from an arbitrator against you, or in successfully defending any claim you have brought against us, you will pay us an amount equal to all of our costs of prosecuting and/or defending the action, including reasonable attorneys' fees, costs of investigation, court and arbitration costs, expert witness fees, and other litigation or arbitration expenses.

22.5 Damages for Trademark Infringement. If you violate our federal, state or common law trademark or service mark rights, our right to injunctive relief will not preclude our recovery of money damages from you as provided by federal, state or common law.

22.6 Indemnification of the Franchisor. If we or any of our Affiliates, successors, assigns, directors, officers, members, owners, investors, employees and/or agents are subjected to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding or any investigation, or enter into any settlement by reason of:

(a) A claimed act or omission by you, Customers of the Franchised Business, your employees, agents, assignees, owners, directors, investors or officers; or,

(b) Any act or omission with respect to the Franchised Business or that of your Affiliates, officers, directors, or agents,

You and all guarantors of your obligations under this Agreement shall at all times indemnify, defend and hold us, our Affiliates, successors, assigns, directors, officers, members, owners, investors, employees and agents harmless against all judgments, settlements, penalties and expenses, including attorneys' fees, court costs, and other expenses of litigation, incurred or imposed in connection with the resulting investigation or defense. Your obligation extends equally to any proceeding brought by or against us for collection of money judgments arising out of the above recited actions; and, your obligation continues after the termination or expiration of this Agreement.

You must give us notice of any such action, suit, proceeding, claim or demand, inquiry or investigation as soon as possible. We may voluntarily, but we are not obligated to, assume the defense or settlement of the proceeding or claim. We have the sole right to choose our own attorneys and to consent to judgment or to agree to settlement, if there are reasonable grounds.

23. CONTRACT INTERPRETATION; MODIFICATION; NOTICE.

23.1 Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et seq.), as amended, or the United States Arbitration Act (9 U.S.C. § 1 et seq.), as amended, this Agreement and the parties' relationship hereunder shall be governed by Maryland common law. You expressly acknowledge and agree that Maryland statutory law (including, without limitation, the Maryland Franchise Registration and Disclosure Law) does not apply to this Agreement or to the parties' relationship hereunder unless you meet the jurisdictional requirements of Maryland statutory law without reference to this Governing Law provision and without regard to applicable conflicts of laws principles.

23.2 Guaranty. All owners of a fifteen percent (15%) or more equity interest in you if you are a corporation, limited liability company, partnership or other legal entity must execute the form of personal guaranty and assumption of Franchisee's obligations attached at the end of this Agreement. Any person or entity that at any time after the date of this Agreement, through one or more transactions, acquires a fifteen percent (15%) or more equity interest in you pursuant to the provisions of this Agreement or otherwise must execute the form of personal guaranty and assumption of Franchisee's obligations attached at the end of this Agreement within ten (10) days from the date such person or entity acquires such equity interest. Before approving and entering into any transaction that would result in the transfer of a fifteen percent (15%) or more equity in you to any individual or entity, you must notify such person or entity about the requirements of this Section 23.2.

23.3 Right to Information. You consent to us obtaining, using and disclosing to third parties (including, without limitation, prospective franchisees, financial institutions, legal and financial advisors), for any purpose whatsoever or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by us or our Affiliates (or disclosed to us or our Affiliates) in accordance with this Agreement.

23.4 Construction. All references in this Agreement to the singular apply to the plural where appropriate, and all references to the masculine include the feminine. If any part of this Agreement is declared invalid, that declaration will not affect the validity of the balance of this Agreement. If applicable law or rule requires a longer notice period than that stated in this Agreement, the statutory or regulatory notice requirements will be substituted. Section headings are for convenience only and do not define, limit or construe the contents thereof. The parties agree that if any provision of this Agreement is capable of two constructions, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render the provision valid and enforceable, the provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed simply according to its fair meaning and not strictly against us or you. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent possible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any provision of this Agreement is adjudicated to be invalid or unenforceable, such adjudication is to apply only with respect to the operation of such provision and the particular jurisdiction in which such adjudication is made. All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if completely invalid and unenforceable provisions were not contained herein and partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. The parties shall substitute a valid and enforceable provision for any specification, standard, operating procedure, rule or other application of the franchisee or the franchisor which is determined to be invalid or unenforceable and is not waived by the other party.

23.5 Waiver. No waiver by us of any breach or series of breaches of this Agreement will constitute a waiver of any additional breach or waiver of the performance of any of your obligations under this Agreement. Our acceptance of any payment from you, or our failure, refusal or neglect to exercise any right to insist upon your full compliance with obligations under this Agreement or with any specification, standard or operating procedure or rule, will not constitute a waiver of any provision of this Agreement. No exercise or enforcement by us of any right or remedy hereunder shall preclude the exercise or enforcement by us of any right or remedy hereunder which we are entitled by law to enforce. Because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, at our sole discretion and as we may deem applicable in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance, density or population, business potential, population of trade area, existing business practices, practices, or any other condition which we deem to be of importance to the successful operation of any such franchisee's business. You agree you shall not complain on account of any variation from standard specifications and practices granted to any other franchisee and shall not be entitled to require us to grant you a like or similar variation hereunder.

23.6 Waiver of Collateral Estoppel. You and we agree that we should each be able to settle, mediate, litigate, arbitrate, or compromise disputes in which we are involved with third parties, without having the disposition of such disputes directly affect this Agreement or resulting business relationship. We and you therefore each agree that a decision of a court of law in litigation to which one of them is not a party shall not in any manner prevent the person that was a party to such action from making similar arguments, or taking similar positions, in any action between you and us. You and we waive the right to assert the principles of collateral estoppel in any action between us relating to this Agreement so that one party is prevented from raising against the other party to this Agreement the loss by that party of a similar claim or defense in another action.

23.7 Waiver of Bond Requirements. You agree that if you violate this Agreement and we seek injunctive relief, you waive any requirement that we post a bond in connection with the granting of such relief. You further agree that if the court will not waive the requirement for a bond, the required bond shall be in a nominal amount, as determined by the court, but not to exceed $5,000.

23.8 Waiver of Punitive Damages. You and we (including your owners and guarantors) hereby waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and against any Affiliates, owners, employees or agents of the other and agree that in the event of a dispute between or among any of them, each shall be limited to the recovery of actual damages sustained by it and any equitable relief to which it might be entitled.

23.9 WAIVER OF JURY TRIAL AND CLASS ACTIONS. IF YOU OR WE INITIATE LITIGATION INVOLVING THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN US (EVEN IF OTHER PARTIES OR OTHER CLAIMS ARE INCLUDED IN SUCH LITIGATION), ALL PARTIES TO THE LITIGATION WAIVE THEIR RIGHT TO A TRIAL BY JURY. THIS WAIVER SHALL APPLY TO ALL CAUSES OF ACTION THAT ARE OR MIGHT BE INCLUDED IN SUCH ACTION, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATED TO THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT, ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION, OR SIMILAR CAUSES OF ACTION, AND IN CONNECTION WITH ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES BETWEEN YOU AND US (INCLUDING ANY OWNERS OF OURS OR YOURS AND INCLUDING ACTIONS INVOLVING AFFILIATES, EMPLOYEES OR AGENTS OF OURS OR YOURS). YOU HEREBY AGREE TO WAIVE ANY CLASS ACTION PROCEEDING OR COUNTERCLAIM IN RESPECT OF ANY DISPUTE AGAINST US AND/OR ANY OF OUR AFFILIATES OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, ACCOUNTANTS, ASSOCIATES OR GUARANTORS, SUCCESSORS OR ASSIGNS, WHETHER AT LAW OR EQUITY.

23.10 Notices. All notices required or permitted to be given hereunder to one party by the other shall be in writing and shall be deemed given (a) at the earlier of actual receipt or three (3) days after sent by certified or registered mail, (b) one business day after sent by a commercial delivery service providing next day service, (c) when sent by electronic mail (followed up by mail), or (d) when actually delivered to the other party, whichever is earlier. All notices sent by mail or commercial delivery service shall be sent to us at our then-current principal business address, and

if to you, at your home address or business address, or the most current address of which we have been notified in writing.

23.11 Scope and Modification of this Agreement. This Agreement and the attachments hereto constitute the entire agreement between you and us and supersede all earlier and contemporaneous oral or written agreements or understandings between you and us about the subject matter of this Agreement. No obligations or duties that contradict or are inconsistent with the express terms of this Agreement may be implied into this Agreement. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. No modification or change to this Agreement will have any effect unless memorialized in writing and signed by you and our authorized agent or employee.

23.12 Independent Contractors.

The parties acknowledge and agree that: this Agreement does not create a fiduciary relationship between them; that you are an independent contractor; you are the only party that is in day-to-day control of your Franchised Business, and neither this Agreement nor any of the systems, guidance, processes, or requirements under which you operate alter that basic fact; nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever; and neither this Agreement nor our course of conduct is intended, nor anything in this Agreement be construed, to state or imply that we are the employer of your employees and/or independent contractors, nor vice versa. We will not be liable for damages to any person or property arising directly or indirectly out of the operation of the Franchised Business. We will not be liable for taxes levied upon you or the Franchised Business.

23.13 Survival of Obligations. The obligations in this Agreement, which by their terms require performance after the expiration or termination of this Agreement, will be enforceable despite the expiration or termination of this Agreement for any reason whatsoever.

23.14 Successors. Subject to the restrictions on assignment recited above, this Agreement is binding upon, and inures to the benefit of, the permitted successors, assignees, heirs and personal representatives of the parties.

23.15 Effective Date. This Agreement becomes effective on the Effective Date, which is the date that we counter-sign this Agreement.

23.16 Counterparts. This Agreement may be executed in counterparts and each copy so executed and delivered shall be deemed an original.

23.17 Time. Time is of the essence of this Agreement for each provision in which time is a factor.

23.18 Delegation of Performance. We have the right to delegate the performance of any portion or all of our obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement.

23.19 Business Judgment. We may operate and change the System and our business in any manner that is not expressly and specifically prohibited by this Agreement. Whenever we have expressly reserved in this Agreement or are deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make such decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests, including without limitation our judgment of what is in the best interests of the franchise network, at the time our decision is made or our right or discretion is exercised, without regard to whether: (a) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by us; (b) our decision or the action taken promotes our financial or other individual interest; (c) our decision or the action we take applies differently to you or other franchisees or our company-owned or Affiliate-owned operations; or (d) our decision or the exercise of our right or discretion is adverse to your interests. In the absence of an applicable statute, we will have no liability to you for any such decision or action. You and we intend that the exercise of our right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, you and we agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations hereunder.

23.20 Patriot Act Representations and Covenants. You represent, warrant and covenant that to your actual and constructive knowledge: (a) neither you (including your directors, officers and managers), nor any of your Affiliates, or any funding source for the Franchised Business, are identified on the list at the United States Treasury's Office of Foreign Assets Control; (b) neither you nor any of your Affiliates is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government; (c) neither you nor any of your Affiliates is acting on behalf of the government of, or is involved in business arrangements or other transactions with, any country that is subject to such an embargo; (d) neither you nor any of your Affiliates are on the U.S. Department of Commerce Denied Persons, Entities and Unverified Lists, the U.S. Department of State's Debarred Lists, or on the U.S. Department of Treasury's Lists of Specialty Designated Nationals, Specialty Designated Narcotics Traffickers or Specialty Designated Terrorists, as such lists may be amended from time to time (collectively, the "Lists"); (e) neither you nor any of your Affiliates, during the term of this Agreement, will be on any of the Lists; and (f) during the term of this Agreement, neither you nor any of your Affiliates will sell products, goods or services to, or otherwise enter into a business arrangement with, any person or entity on any of the Lists. You agree to notify us in writing immediately upon the occurrence of any act or event that would render any of these representations or covenants incorrect.

23.21 Notice of Potential Profit. We and/or our Affiliates will from time to time make available to you goods, products and services for use in your Business on the sale of which we and/or our Affiliates will make a profit. Further, we and/or our Affiliates may from time to time receive consideration from suppliers and manufacturers in respect to sales of goods, products or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our Affiliates are entitled to said profits and/or consideration.

24. *ACKNOWLEDGEMENTS*

You acknowledge that you have conducted an independent investigation and financial assessment of the business contemplated by this Agreement and the market in which the Franchised Business is located and recognize that it involves business risks making the success of the venture largely dependent upon the business abilities of you, as well as other variables.

You are aware of the fact that some present and future franchise owners of ours may operate under different forms of agreements, and consequently, that our obligations and rights in respect to our various franchisees may differ materially in certain circumstances. You further acknowledge that we and our Affiliates have our own business interests that are not intended to be restricted by this Agreement. Except as expressly provided in this Agreement, we and our Affiliates may pursue our own business interests without obligation to, and irrespective of, the impact of our actions upon, you and your Franchised Business. These actions include, but are not limited to, ownership, operation or disposition of our company or Affiliate-owned locations or other businesses, and the sale of products through other methods of distribution.

You have received our Franchise Disclosure Document at least fourteen (14) calendar days prior to the execution of any agreements or payment of any consideration, or earlier as may be required by applicable law.

[*Signature Page Follows*]

Signature Pages

The parties have duly executed and delivered this Agreement as of the dates noted below.

If you are an Individual Franchisee, sign below:

_____
Printed Name of Individual Franchisee

_____, individually
Your Signature

_____
Date Signed by You

_____
Your Home Address (Street, City, State, Zip Code)

_____
Your Home Telephone Number

If you are a Business Entity Franchisee, sign below:

_____
Printed Name of Entity

_____
State of Formation / State of Principal Place of Business

_____
Printed Name and Title of Person Signing

_____
Signature

Date Signed_____

THE CLEANING AUTHORITY, LLC

By:_____

Print Name:_____

Title:_____

Date Signed:_____

The Effective Date of this Agreement is: _____.

The Franchise Agreement expires at midnight on:_____.

THE CLEANING AUTHORITY

EXHIBIT A - PERSONAL GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as inducement to the execution by The Cleaning Authority, LLC (the "Company") of that certain Franchise Agreement (the "Agreement") by and between the franchisee named therein and identified on the last page of this Guaranty (the "Franchisee") and the Company of even date herewith, each of the undersigned hereby personally irrevocably, and unconditionally: (1) jointly and severally guarantees to the Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that the Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (2) jointly and severally agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, including without limitation, the covenants in Section 21 of the Agreement, the dispute resolution provisions in Section 22 of the Agreement and the indemnification obligations in Section 22.6 of the Agreement.

Each of the undersigned waives:

(1) acceptance and notice of acceptance by the Company of the foregoing undertakings;

(2) notice of demand for (a) payment of any indebtedness, or (b) performance of any obligations hereby guaranteed;

(3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligation hereby guaranteed;

(4) any right they may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

(5) any and all other notices and legal or equitable defenses to which they may be entitled. Each of the undersigned consents and agrees that:

(1) direct and immediate liability under this guaranty shall be joint and several;

(2) any payment or performance required under the Agreement shall be rendered upon demand if Franchisee fails or refuses punctually to do so;

(3) such liability shall not be contingent or conditioned upon pursuit by the Company of any remedies against Franchisee or any other person;

(4) such liability shall not be dismissed, relieved or otherwise affected by any extension of time, credit or other indulgence which the Company may occasionally grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement; and

(5) such liability shall not be dismissed, relieved or otherwise affected by the bankruptcy or insolvency of the Franchisee entity.

The undersigned further agrees that they will abide by all of the covenants of the Franchisee under the Franchise Agreement as if the undersigned were the Franchisee, including without limiting the noncompetition covenants of the Franchisee and the covenants regarding trade secrets and proprietary information.

If the Company is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, the Company shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, in contemplation of, or subsequent to, the filing of any such proceeding. If the Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse the Company for any of the above-listed costs and expenses the Company incurs.

Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between the Company and the undersigned, must be commenced in a state or federal court of competent jurisdiction where the Company's corporate headquarters are located at the time of the action, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that the Company may enforce this Guaranty and judgment orders in the courts of the state or states in which he or she is domiciled.

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

WITNESS	GUARANTOR(S)
_____	_____
	_____

Franchisee Name:_____

Effective Date of Franchise Agreement:_____

THE CLEANING AUTHORITY

ATTACHMENT I-A – Territory and Territory Fee

The Territory for this Agreement consists of the geographic area contained within the following USPS Postal ZIP Codes, as they exist on the Effective Date:

City/State	Zip Code	Number	City/State	Zip Code	Number

Total Designated Households _____

The Territory Fee is $0.75 x_____ = $_____

FRANCHISEE:

_____

By:_____
Print Name:_____
Title:_____
Date:_____

THE CLEANING AUTHORITY, LLC

By:_____
Print Name:_____
Title:_____
Date:_____

FOR USE IN CALIFORNIA ONLY

THE CLEANING AUTHORITY

ATTACHMENT I-B – Ownership and Related Information

The address of the Franchised Business within the Territory is:_____.

The owners (of Franchisee if Franchisee is a business entity) together with their percentage ownership of Franchisee, are as follows:

Name of Owner	Home Address	Percent of Ownership of Franchisee

Primary Operator (or an approved manager under Section 11.2) is: _____.

FRANCHISEE:

_____

By:_____
Print Name:_____
Title:_____
Date:_____

THE CLEANING AUTHORITY, LLC

By:_____
Print Name:_____
Title:_____
Date:_____

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THE CLEANING AUTHORITY

ATTACHMENT II – ELECTRONIC FUNDS TRANSFER AGREEMENT
(Payee: The Cleaning Authority, LLC)

_____
Account Number

_____
ABA Routing #

_____
Bank Name (Please Print)

_____
Address

The undersigned hereby authorizes The Cleaning Authority, LLC ("TCA") to initiate debit entries by either electronic or paper means to the undersigned's bank account indicated above at the Bank indicated above, (the "Bank"), and authorizes the Bank to debit the same to such account and to make payment to TCA, or its assigns, at 7230 Lee Deforest Drive, Suite 200, Columbia, MD 21046, or such other address as may be designated by TCA. The undersigned agrees that in making payment for such charges, the Bank's rights shall be the same as if each were a charge made and signed personally by the undersigned. The Bank shall have no obligation whatsoever regarding the calculation or verification of the amount of any such payments.

This authority shall remain in full force and effect until TCA and the Bank have received a minimum of 90 days' advance written notice from the undersigned of the termination of authority granted herein. Until the Bank actually receives such notice, the undersigned agrees that the Bank shall be fully protected in paying any amounts pursuant to this authority. The undersigned further agrees that if any such payments are not made, whether with or without cause, and whether intentionally or inadvertently, the Bank shall be under no liability whatsoever to the undersigned.

_____
Printed Name of Franchisee (Individual or Business Entity)

_____
Signature of Franchisee (and Title, if signing on behalf of a Corporation)

Date Signed:_____

FOR USE IN CALIFORNIA ONLY

THE CLEANING AUTHORITY

ATTACHMENT III – MAILER SERVICES AGREEMENT

This Mailer Services Agreement is entered into as of the _____ day of _____, by and between The Cleaning Authority, LLC ("Franchisor") and _____("Franchisee"). All capitalized terms not defined herein have the meanings ascribed to them in the Franchise Agreement (defined below).

WHEREAS, Franchisee and Franchisor are parties to that certain Franchise Agreement dated the date hereof ("Franchise Agreement");

WHEREAS, pursuant to the terms of the Franchise Agreement, the Franchisee is required to purchase Mailer Program services from Franchisor;

WHEREAS, the parties desire to memorialize the terms and conditions of their agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1.) Term. Unless sooner terminated as provided herein, the term of this Agreement shall be commensurate with the term of the Franchise Agreement.

2.) Mailer Fees. Franchisee shall pay to Franchisor a mailer fee ("Mailer Fee") for each mailer that Franchisee is contractually required to purchase from Franchisor for a percentage of Designated Households in the Territory, as outlined in Section 7.1 of the Franchise Agreement. The current Mailer Fee is $0.368 for each mailer. Except for any week Franchisee temporarily suspends mailers as permitted by the Franchise Agreement, Franchisee must pay Franchisor, in arrears, on Wednesday of each week for prior week (with the week running Sunday through Saturday) a non-refundable Mailer Fee according to the schedule of mailers set out in Section 7.1 of the Franchise Agreement. Franchisee must pay the Mailer Fee by electronic funds transfer, or such other method as Franchisor may designate from time to time. By providing Franchisee thirty (30) days' advance notice, Franchisor may change the Mailer Fee to reflect changes in the cost of design, production, list purchasing costs, and postage and anticipated profit. Franchisee must pay the then-current Mailer Fee for each mailer and related services purchased from Franchisor, which may be more than Franchisor's cost to provide such mailers and services. Franchisor also reserves the right to modify the method and timing of payment of the Mailer Fee as set forth in the Brand Standards Manual Suite.

3.) Franchisor's Obligations. If Franchisee is current in its obligations to Franchisor, Franchisor shall produce mailers for a percentage of Designated Households in the Territory and deliver such mailers to the United States Postal Service (or other mail delivery service specified by Franchisor) on a weekly basis. In addition, Franchisee may request that (a) Franchisor produce additional mailers on Franchisee's behalf, and that (b) Franchisor deliver such additional mailers to the United States Postal Service (or other mail delivery service specified by Franchisor) on Franchisee's behalf. Franchisee will pay Franchisor's then-current Mailer Fee for additional mailers produced pursuant to this section.

4.) Payment Terms. Mailer Fees are subject to the payment terms set forth in Section 6 of the Franchise Agreement.

5.) Termination. This Agreement shall automatically terminate upon the termination or expiration of the Franchise Agreement. In addition, Franchisor shall have the right to terminate this Agreement if the Franchisee is in default under any of the terms and conditions of the Franchise Agreement, or under any of the terms and conditions of this Agreement, and such default continues for a period of ten (10) days after written notice to Franchisee. Further, a default under this Agreement constitutes a default under the Franchise Agreement. In addition to the foregoing, if Franchisor, in its sole business judgment, determines that there is a more effective method of advertising for the System, Franchisor shall have the right to discontinue the mailers and terminate this Agreement by providing written notice to Franchisee.

6.) Pre-Termination Options Relating to Mailer Services. If Franchisee is in default of its obligations under this Agreement or the Franchise Agreement, Franchisor may suspend all or some of the mailer services for Franchisee. This remedy is in addition to any other remedies available at law or in equity to Franchisor.

7.) Mailing Lists and Delivery. Franchisor obtains mailing lists and identifies Designated Households from third-party data compilation and demographic information service provider(s) that Franchisor and/or its affiliates select. Franchisor makes no representation or warranty regarding the accuracy of any such mailing lists or demographic information related to Designated Households, which Franchisor uses to perform its obligations hereunder. Further, Franchisor is unable to represent or warrant that the actual number of mailers produced by it on Franchisee's behalf and delivered to the United States Postal Service (or other mail delivery service specified by Franchisor) will be delivered by the postal carrier to Designated Households in Franchisee's Territory.

8.) Assignment. This Agreement is fully assignable by Franchisor. This Agreement may not be assigned by Franchisee without the prior written consent of Franchisor.

9.) Miscellaneous. The choice of law, choice of forum/venue and dispute resolution provisions set forth in the Franchise Agreement apply to the parties' dealings under this Agreement. Franchisee acknowledges and agrees that this Agreement does not become effective until this Agreement is counter-signed by Franchisor. If Franchisor institutes any action against Franchisee to collect amounts owed hereunder, Franchisor will be entitled to recover from Franchisee all attorneys' fees that Franchisor incurs in connection with such action, together with court costs and expenses of suit, such as investigation, audit, professional fees and witness fees or charges.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

FRANCHISEE: THE CLEANING AUTHORITY, LLC

By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

GUARANTY FOR MAILER SERVICES AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned jointly and severally agrees as follows: (a) the undersigned guarantees to The Cleaning Authority, LLC ("Franchisor") that _____("Franchisee") shall promptly pay and perform each and every undertaking, agreement and covenant of Franchisee set forth in the foregoing Mailer Services Agreement, and (b) the undersigned jointly and severally agree to be personally bound by, and personally liable for any breach of each and every provision in the Mailer Services Agreement by Franchisee, and (c) the undersigned jointly and severally guaranties payment of all amounts owed to Franchisor from time to time by Franchisee under the Mailer Services Agreement.

GUARANTOR(S)

Date:_____ _____

_____

_____

THE CLEANING AUTHORITY

ATTACHMENT IV – CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

THIS CONFIDENTIALITY AND NONCOMPETITION AGREEMENT (this "**Agreement**") is entered into as of the _____ day of _____, 20__, by the undersigned individual (the "**Undersigned**") for the benefit of THE CLEANING AUTHORITY, LLC ("**Franchisor**"), and if applicable, _____, a Franchisee of THE CLEANING AUTHORITY® system ("**Franchisee**") under that certain Franchise Agreement dated as of the _____ day of _____, 20____ (the "**Franchise Agreement**"), whereby Franchisor granted a license to Franchisee to use THE CLEANING AUTHORITY trademarks (the "**Marks**") and methods in connection with selling and providing residential cleaning services (collectively, the "**System**"). All capitalized terms not defined herein have the meanings set forth in the Franchise Agreement.

RECITALS:

A. The Undersigned is a prospective purchaser of a THE CLEANING AUTHORITY franchise; or alternatively, is an owner, officer and/or director of Franchisee; or alternatively, the Undersigned is the spouse of one of the foregoing; as specified below with the Undersigned's signature (the "**Position**"). If the Undersigned is also a director, officer or owner of Franchisee then the Undersigned is sometimes referred to in this Agreement as a "**Controlling Agent**."

B. The Position will place the Undersigned in a position of trust and confidence in which the Undersigned will have access to and will receive certain confidential and proprietary information regarding the System and the business being conducted by Franchisor, Franchisee and other franchisees, including without limitation Brand Standards Manual Suite, trade secrets, information, know-how, ideas, techniques, research, methods, improvements and copyrighted materials, owned or developed by Franchisor, whether or not published, confidential or suitable for registration or copyright, and the goodwill associated with them, and information relating to System specifications, operating methods, equipment, standards, services, marketing and promotional programs, procedures and techniques which are not in the public domain or generally known in the cleaning business, and any other information and material which Franchisor may designate as confidential (collectively, the "**Information**").

C. The Undersigned consequently agrees that it is reasonable and necessary for the protection of the System and for the benefit of Franchisor, and if applicable, Franchisee, to keep the Information confidential and not to compete with any THE CLEANING AUTHORITY cleaning business, all pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, and as an inducement to Franchisor to divulge Information to the Undersigned as a prospective franchisee, or to enter into a Franchise Agreement with Franchisee, and/or in

consideration of the Undersigned's relationship with Franchisee, the Undersigned agrees as follows:

1. **Ownership of Information**. The Undersigned expressly acknowledges that Franchisor has sole ownership of the Marks and the Information, including without limitation the Brand Standards Manual Suite and all information contained therein, and that the Information has been provided to the Undersigned in trust and confidence, and that no ownership in the same or in any goodwill relating to the same shall inure to the Undersigned by virtue of the Position.

2. **Confidentiality**. The Information, all information and knowledge about the System which is not in the public domain, and such other information and material as Franchisor may designate as confidential shall be deemed Information for purposes of this Agreement. The Undersigned agrees to keep all of the Information confidential, and to use the Information only for the purposes and in the manner authorized by Franchisor. The Undersigned agrees that s/he will not, at any time, while holding the Position or thereafter, in any manner or form, directly or indirectly, disclose, duplicate, sell, or otherwise make known any Information, or any portion thereof, including without limitation Information concerning Franchisor, Franchisee, the Franchise Agreement, the System, other franchisees of Franchisor, or Customers or suppliers of any of them, to any person or entity other than individuals in the System who have a need for the Information in order to perform their jobs.

3. **Usage**. The Undersigned agrees that s/he shall not, at any time: (a) use or display any names, marks, color combinations, designs, signs, symbols or other designations which are confusingly similar to the Marks in connection with any other business or activity in which the Undersigned has an interest except as authorized by Franchisor in writing; (b) engage in any trade practice or other activity which is harmful to the goodwill of, or reflects unfavorably upon the reputation of, Franchisor, Franchisee or the System, or which is in violation of any applicable law; or (c) directly or indirectly contest the validity or ownership of the Marks or the Information or the license of Franchisee or the rights of Franchisor thereto.

4. **Return of Confidential Material**. If the Undersigned ceases to hold a Position as described in Paragraph A above, s/he shall promptly return to Franchisee or Franchisor all copies in any medium of anything containing or relating to the Information, and all property belonging to Franchisee and Franchisor, or either of them, in the Undersigned's possession, custody or control, including without limitation any of such items produced or prepared by the Undersigned.

5. **Noncompetition**. The Undersigned recognizes that: (a) the business of providing cleaning services (hereinafter, "**Cleaning Business**") is very competitive; (b) the System is currently operated in numerous states throughout the United States and is intended to be national in scope; (c) by virtue of his or her Position, the Undersigned will have access to and will receive certain confidential and proprietary information regarding the System and the business being conducted by Franchisor for the purpose of maintaining and further developing Franchisee's business and the business and goodwill of the System; (d) for these very reasons, the Position also provides the Undersigned with the attendant ability to divert customer trade; and (e) consequently, Franchisor and Franchisee have strong legitimate interests in obtaining the covenants herein for the protection of their respective businesses and goodwill. Therefore, the Undersigned (and all persons or entities within or under the Undersigned's control, including spouses and Immediate Family Members of

such persons or entities) agree to be bound by the following covenants and expressly acknowledge for each individual bound by these covenants, that he or she possesses skills and abilities of a general nature and has other opportunities for exploiting those skills, so that enforcement of the covenants made in this Section will not deprive him or her of an ability to earn a living:

5.1 During the term of the Franchise Agreement, neither the Undersigned (nor any other person or entity within or under the Undersigned's control, including spouses and Immediate Family Members of such persons or entities) will, directly or indirectly, for themselves or for any other person or entity, alone or through or on behalf of others, own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, sell or lease the assets of Franchisee's franchised THE CLEANING AUTHORITY business (the "**Franchised Business**") to, or have any financial or other interest in, any Cleaning Business within the United States, including without limitation, any residential cleaning, carpet cleaning, window cleaning, furniture cleaning, commercial cleaning or other Cleaning Business, other than as a franchisee of Franchisor under a THE CLEANING AUTHORITY Franchise Agreement (or another franchise agreement with Franchisor); and

5.2 For a period of twenty-four (24) months after the Undersigned ceases to hold a Position with Franchisee, neither the Undersigned (nor any other person or entity within or under the Undersigned's control, including spouses and Immediate Family Members of such persons or entities) will, directly or indirectly, for themselves or for Franchisee or any other person or entity, alone or through or on behalf of others, own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, sell or lease the assets of the Franchised Business to, or have any financial or other interest in, any Cleaning Business, including without limitation, any residential cleaning, carpet cleaning, window cleaning, furniture cleaning, commercial cleaning or other cleaning business within (1) Franchisee's Territory, plus the area formed by extending the boundaries of the Territory twenty (20) miles in all directions, or (2) the territory for any other then-existing The Cleaning Authority business, plus the area formed by extending the boundaries of that territory ten (10) miles in all directions.

6. **Family Members**. The Undersigned agrees that his/her obligations hereunder shall apply to the Undersigned's spouse and other Immediate Family Members.

7. **Modification**. Each of the covenants set forth in this Agreement shall be construed as independent of any other covenant or provision of this Agreement. Franchisor reserves the right to reduce the scope of the restrictions under any covenant unilaterally and without the consent of any other person or entity, effective upon giving notice thereof. In the event that any restriction contained in this Agreement is found to be unlawful as to scope or duration or otherwise invalid, it is the parties' intention that the provision not be declared ineffective in its totality, but that the provision be declared invalid only to the extent of the illegality, and that the provision continue, as so revised, in full force and effect. This Agreement shall automatically be deemed amended to restate the limits of the restriction accordingly.

8. **Injunctive Relief**. In the event of an actual or threatened breach by the Undersigned of any of the provisions of this Agreement, the Undersigned, Franchisor, and Franchisee agree that the remedy at law will be inadequate, and that Franchisee and/or Franchisor shall immediately be entitled to injunctive relief restraining the Undersigned from such breach without having to show

any actual damages. Nothing herein shall be construed as prohibiting Franchisee and/or Franchisor from pursuing any other available remedies for such breach.

9. **Survival**. The provisions of this Agreement shall survive the expiration or termination of the Franchise Agreement and any agreement or relationship between Franchisor and/or Franchisee and the Undersigned for any reason, and shall be enforceable notwithstanding the existence of any claim or cause of action of the Undersigned against Franchisor and/or Franchisee predicated on any contract or other basis whatsoever.

10. **No Right to Employment**. Nothing contained in this Agreement shall in any way be deemed to confer upon the Undersigned any right to obtain a franchise agreement from Franchisor, or to employment with Franchisor or Franchisee.

11. **Applicable Law**. Except to the extent governed by federal trademark, copyright and arbitration statutes, this Agreement shall be governed by Maryland common law. The Undersigned expressly acknowledge and agree that Maryland statutory law does not apply to this Agreement or to the parties' relationship unless the jurisdictional requirements of Maryland statutory law are satisfied without reference to this Applicable Law provision and without regard to applicable conflicts of laws principles.

12. **Venue**. Any proceeding brought by Franchisor or Franchisee against the Undersigned may be brought and conducted in the City of Columbia, Howard County, Maryland. If the Undersigned ever was a Controlling Agent, any proceeding initiated by the Undersigned must be brought and conducted in the City of Columbia, Howard County, Maryland. The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

13. **General**. This Agreement contains the entire understanding between the parties with respect to the subjects hereof, and supersedes all prior oral and written negotiations, understandings and agreements. Except as otherwise expressly provided herein, this Agreement may be amended only by an instrument in writing signed by Franchisor and the Undersigned. The waiver of any breach or violation of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other or subsequent breach. Headings are for convenience and shall not limit or control interpretation. Words in this Agreement shall be deemed to refer to whatever number and gender the context requires. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Both Franchisee and Franchisor shall be third party beneficiaries of this Agreement and entitled to enforce it as though each of them was a signatory.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have caused this Confidentiality and Noncompetition Agreement to be executed as of the date first set forth above.

THE "UNDERSIGNED":

_____	_____
(Signature)	(Residential Street Address)
_____	_____
(Print Name)	(City, State, Zip Code)
_____	_____
(Position)	(Residential Telephone Number)
_____	
(Date)	

ACCEPTED BY:

_____
(Franchisor or Franchisee)

By: _____

Its: _____

Date: _____

FOR USE IN CALIFORNIA ONLY

THE CLEANING AUTHORITY

ATTACHMENT V – TELEPHONE NUMBER AND INTERNET AGREEMENT

_____
(Name of Telephone Company)

_____
(Address)

_____
(City, State, Zip)

This TELEPHONE NUMBER AND INTERNET AGREEMENT, ASSIGNMENT AND POWER OF ATTORNEY ("Assignment") is made pursuant to the terms of the Franchise Agreement dated _____ ("Agreement") by and between THE CLEANING AUTHORITY, LLC ("Franchisor") and _____ ("Franchisee"), authorizing Franchisee to use Franchisor's Marks and System in the operation of a business offering cleaning services specializing in residential cleaning (the "Franchised Business") in and for the Territory. Capitalized terms used herein without a definition shall have the meaning assigned to them in the Agreement.

For value received, Franchisee hereby irrevocably assigns to Franchisor all telephone listings and numbers at any time used by Franchisee in any printed or internet telephone directory in connection with the operation of the Franchised Business, whether now-existing or adopted by Franchisee in the future (collectively "Telephone Listings") and all email addresses, domain names, social media accounts and comparable electronic identities that use the Marks or any portion of them at any time used by Franchisee in connection with any Internet directory, website or similar item in connection with the operation of the Franchised Business, whether now-existing or adopted by Franchisee in the future (collectively "Internet Listings") (collectively referred to herein as "Listings"). From time to time upon Franchisor's request, Franchisee agrees to promptly provide a complete list of all Listings to Franchisor (in such format and level of detail as required by Franchisor).

Franchisee shall have the right to use the Listings only in connection with advertising the Franchised Business in the Territory. Franchisee agrees to pay all amounts pertaining to the use of the Listings incurred by it when due. Upon expiration or termination of the Agreement for any reason, Franchisee's right of use of the Listings shall terminate. In the event of termination or expiration of the Agreement, Franchisee agrees to pay all amounts owed in connection with the Listings, including all sums owed under existing contracts for telephone directory advertising and to immediately, at Franchisor's request, (i) take any other action as may be necessary to transfer the Listings and numbers to Franchisor or Franchisor's designated agent, (ii) install and maintain, at Franchisee's sole expense, an intercept message, in a form and manner acceptable to Franchisor, on any or all of the Listings; (iii) disconnect the Listings; and/or (iv) cooperate with Franchisor or its designated agent in the removal or relisting of any telephone directory or directory assistance listing, Internet directory, website or advertising, whether published or online.

Franchisee agrees that Franchisor may require that all telephone numbers and telephone and internet equipment and service must be owned or provided by Franchisor or a supplier approved by Franchisor and that Franchisor has the right to require Franchisee to "port" or transfer to Franchisor or an approved call routing and tracking vendor all phone numbers associated with the Franchised Business or published in any print or online directory, advertisement, marketing or promotion associated with the Marks.

Franchisee appoints Franchisor as Franchisee's attorney-in-fact, to act in Franchisee's place, for the purpose of assigning any Listings to Franchisor or Franchisor's designated agent or taking any other actions required of Franchisee under this Assignment. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of the foregoing powers, including full power of substitution and execution or completion of any documents required or requested by any telephone or other company to transfer such Listings, and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration, cancellation or termination of Franchisee's rights under the Agreement for any reason. Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not be affected by the subsequent incapacity of Franchisee. This power of attorney is created to secure performance of a duty to Franchisor and is for consideration.

FRANCHISEE:

_____

_____, individually

_____

Date

EXHIBIT D

STATE SPECIFIC ADDENDA TO FRANCHISE AGREEMENT

None.

EXHIBIT F

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EXHIBIT G

FRANCHISEE LIST

Primary Owner Name	Address	City	State	Postal Code	Phone
Alabama					
Phil McCarrick	25 West Oxmoor Rd, Suite 22	Birmingham	AL	35209	205-943-8346
Arizona					
Stephan Rodriguez	1050 N. Fairway Dr., Suite H 110	Avondale	AZ	85323	623-937-2977
Ken Orr	610 North Alma School Rd, Suite 44	Chandler	AZ	85224	480-857-4045
Ken Orr	6020 W. Bell Rd Suite E103	Glendale	AZ	85308	623-879-6655
Andrea Slezak	19401 N Cave Creek Rd Suite 28	Phoenix	AZ	85024	602-368-8611
Jerry and Barbara Haines	8564 E Broadway Blvd	Tucson	AZ	85710	520-730-5714
Arkansas					
Brian Holder	322 N. Bloomington Suite G	Lowell	AR	72745	479-633-8755
California					
Keith Blaylock	101 Industrial Rd., Unit 10	Belmont	CA	94002	650-832-1420
Kent Lewis	4038 Wayside Lane, Front Suite	Carmichael	CA	95608	916-977-3777
Kent Lewis	4432 Enterprise St, Unit L	Fremont	CA	94538	510-656-0142
Carolyn Childress	5494 E. Lamona Ave., Suite 136	Fresno	CA	93727	559-478-6958
Ty Smith	7291 Garden Grove Blvd, Suite G	Garden Grove	CA	92841	714-934-8300
Gordon Heller	17165 Von Karman Ave., Suite 104	Irvine	CA	92614	949-752-5326
Kent Lewis	817 Arnold Drive, Bay 3	Martinez	CA	94553	925-459-1377
Ariel Gerberoff	3650 Clairemont Drive, Suite #7	San Diego	CA	92117	858-483-3049
Fariborz Mohebati	9360 Activity Road Suite C	San Diego	CA	92126	619-356-1264
Kevin Olson	3084 Driftwood Drive	San Jose	CA	95128	408-628-4460
Kamal Gill	26111 Ynez Rd, Suite C-7	Temecula	CA	92591	951-296-3750
Colorado					
Laura Liebler	4022 S Parker Road	Aurora	CO	80014	720-227-6595
Tony Stack	7249 W. 116th Ave, Suite 25	Broomfield	CO	80020	720-214-2453
Steve Seabaugh	5253 Galley Rd	Colorado Springs	CO	80915	719-635-5599
Jeff & Narlynn Vinyard	213 W County Line Rd Suite 213	Highlands Ranch	CO	80129	303-795-6600
Al Heffernan	7510 W. Mississippi Ave, Suite 120	Lakewood	CO	80226	303-233-1216
Kent Turnbeaugh	1981 E. 11th Street	Loveland	CO	80537	970-674-9195
Connecticut					
Rajneesh Das	39 East Main Street St.	Avon	CT	06001	860-801-8018
Douglas Burke	900 Hope Street, Suite #3	Stamford	CT	06907	203-276-1546
Mike Cartier	27 Naek Rd, Unit 6B	Vernon	CT	06066	860-454-4767

Primary Owner Name	Address	City	State	Postal Code	Phone
Delaware					
Rob and Amanda Weddle	2604 Eastburn Center, Suite 104	Newark	DE	19711	302-737-7444
Florida					
Chris Dye	545 Berkley Rd	Auburndale	FL	33823	863-967-4099
Laura Liebler	322 W. Robertson St.	Brandon	FL	33511	813-948-7848
Shawn Stelmak	1939 Del Prado Blvd S., Suite G	Cape Coral	FL	33990	239-673-9698
Oscar Palacios	4111 SW 47th Avenue, Suite 315	Davie	FL	33314	754-200-6449
David Chacon	4700 West Prospect Rd., Suite 105	Fort Lauderdale	FL	33309	954-440-4796
Ricardo Barrozzi	6629 Forest Hill Blvd	Greenacres	FL	33413	561-693-2592
Rebeca Padierna	2356 North Dixie Highway	Hollywood	FL	33020	954-305-9260
Amy Charpentier	8535 Baymeadows Road, Suite 15	Jacksonville	FL	32256	904-730-7054
Antony Gaschteff	1086 Plaza Drive	Kissimmee	FL	34743	407-360-9133
Ricardo Valderrama	267 NW 82nd Ave	Miami	FL	33126	786-331-9175
Gisela Di Fabio	12201 SW 128th Ct, #105	Miami	FL	33186	786-467-8007
Yobayi Molina	3863 Tamiami Trail East	Naples	FL	34112	239-228-7725
Denise & Hector Matos	1409 Kingsley Avenue, Suite 4A	Orange Park	FL	32073	904-215-4646
Michelle Brown	4141 Burns Rd	Palm Beach Gardens	FL	33410	561-530-7308
Alison Forbis	32712 US Hwy 19 North	Palm Harbor	FL	34684	727-444-0972
Joe Karakunnel	8044 West Sample Road	Pompano Beach	FL	33065	954-975-2022
Peter Metcalfe	6620 19th Street E	Sarasota	FL	34243	941-752-0204
German Diaz	925 Beville Rd., Suite 5	South Daytona	FL	32119	386-492-4865
Carlos Tinedo	5510 Haines Road	St Petersburg	FL	33714	727-828-6132
Jolanta Solecki	1150 E. Plant St., Suite D	Winter Garden	FL	34787	321-422-4219
JoAnn Goodhope	2830 Forsyth Rd., Suite 422	Winter Park	FL	32792	407-574-5356
Georgia					
Raul & Maria Alvarez	1815 Hembree Road, Suite 313	Alpharetta	GA	30009	678-691-9590
Gigi Hoang	5825 Glenridge Drive, Bldg 1, Ste 112	Atlanta	GA	30328	404-736-6432
Mary Whitehurst	56 Henry Street	Braselton	GA	30517	706-684-0628
Tina Patel	3550 Clarkston Industrial Blvd Suite B	Clarkston	GA	30021	404-299-5515
Brent & Amy Hoyt	101 Orchard Parkway, Suite A	Cumming	GA	30040	678-513-4844
Marty Kangiser	9434 South Main Street SE Suite 700	Jonesboro	GA	30236	770-472-4377
Andrew Segal	1800 Roswell Road, Suite 1060	Marietta	GA	30062	770-509-5672
Donna Cosola	3070 Business Park Drive, Suite K	Norcross	GA	30071	470-321-3955
Idaho					
Nate & Heidi Haislmaier	6069 Corporal Lane	Boise	ID	83704	208-323-0600
Illinois					
David Robak	600 Industrial Drive, Suite L	Cary	IL	60013	847-516-4132

Primary Owner Name	Address	City	State	Postal Code	Phone
Mike Weintz	10309 Lincoln Trail	Fairview Heights	IL	62208	618-213-8295
Glen Schmidt	15 Commerce Dr., Suite 102A	Grayslake	IL	60030	847-231-5294
Andy Stecher	49 Sherwood Terrace Unit T	Lake Bluff	IL	60044	847-266-0295
Philip Diehl	350 W Kensington Rd	Mount Prospect	IL	60056	847-749-2191
Joseph Traynere	12137 Rhea Drive, Unit A	Plainfield	IL	60585	815-782-4295
Dave & Beth Robak Robak	245 W. Roosevelt Rd. Bldg 11 Ste 81	West Chicago	IL	60185	630-293-1015
Indiana					
Mike Weintz	801 Loews Blvd Suite A	Greenwood	IN	46142	317-838-3055
Bill Schwertfeger	9331 Castlegate Dr	Indianapolis	IN	46256	317-770-3360
Randy Thomas	5655 West 74th Street	Indianapolis	IN	46278	317-388-4944
Iowa					
Jon Konchar	3260 Southgate Place SW, Suite 8	Cedar Rapids	IA	52404	319-286-9101
Joe Roth	3821 71st Street Suite F	Urbandale	IA	50322	515-414-8930
Kansas					
Darrell McCormick	12020 W 87th St Parkway	Lenexa	KS	66215	913-541-0105
Brian Greenwald	114 S. Clairborne	Olathe	KS	66062	913-390-7911
Jennifer Powell	318 S. Greenwood St.	Wichita	KS	67211	316-733-7890
Kentucky					
Susan Levermann	3005 Dixie Highway, Suite 20	Edgewood	KY	41017	859-331-2424
Bernie Polzin	250 Gold Rush Road, Suite 8	Lexington	KY	40503	859-309-1355
Sybil Fleming	10366 Bluegrass Parkway	Louisville	KY	40299	502-493-1010
Louisiana					
Reed DeSalvo	11925 Wentling Avenue, Suite C	Baton Rouge	LA	70816	225-218-4491
Brian and Barry Katz	8129 Earhart Blvd	New Orleans	LA	70118	504-309-2999
Maine					
Laure Ford	42 Mallett Dr	Freeport	ME	04032	207-725-2936
Maryland					
Gary & Laurel Cox	6774 Race Track Road	Bowie	MD	20715	301-352-7854
Steve Katz	4030A Blackburn Ln	Burtonsville	MD	20866	301-476-8555
Karen Chandler	7230 Lee Deforest Drive	Columbia	MD	21046	443-283-0401
Lynette Vargas	1332 Londontown Blvd Suite 104	Eldersburg	MD	21784	410-549-0230
Eric Scanga	348 Bynum Road	Forest Hill	MD	21050	410-420-8700
Brian Dills	304 S. Jefferson St.	Frederick	MD	21701	301-663-9370
Cindy Fields	19530 Doctors Dr.	Germantown	MD	20874	301-740-8101

Primary Owner Name	Address	City	State	Postal Code	Phone
Malynda Grossman	1406B Crain Hwy S. STE 107	Glen Burnie	MD	21061	410-794-9090
Michael Chandler	2914 East Joppa Road, Suite 103	Parkville	MD	21234	410-663-3283
Massachusetts					
Kwame Ofori-Asante	1000 Osgood St. Unit 1A	North Andover	MA	01845	978-208-7009
John Chase	263 Washington Street, Suite B2	Norwell	MA	02061	781-421-3665
Michigan					
Mike Ciuchna	37211 Harper Ave., Suite 8B	Clinton Township	MI	48036	586-783-4925
Sherri McArthur	1056 Grant Street	Fenton	MI	48430	810-629-9251
Ryan Sietsema	16209 South US Highway 27	Lansing	MI	48906	517-484-2788
Victor Curatolo	57760 Main Street, Suite 1	New Haven	MI	48048	586-749-6914
Mike Davis	595 S. Glaspie, Suite A	Oxford	MI	48371	248-256-7144
Chad Moriarty	40800 Five Mile Road, Suite D	Plymouth	MI	48170	734-455-4570
Tim Bridges and Chad Moriarty	8675 Portage Road, Suite 2	Portage	MI	49002	269-488-5209
Dave Morrissett	4032 M 139, Suite 116	St Joseph	MI	49085	269-932-3933
Jim Miller	2525 Orchard Lake Road	Sylvan Lake	MI	48320	248-706-1669
Timothy Bridges	1170 E. Big Beaver Road	Troy	MI	48083	248-619-0945
Ryan Sietsema	2610 Buchanan Ave SW Suite B	Wyoming	MI	49548	616-974-1066
Colleen Merreot	3901 Bestech, Unit 700	Ypsilanti	MI	48197	734-926-0041
Minnesota					
Lars Danielson	1301 Cliff Rd East, Suite 115	Burnsville	MN	55337	952-898-1560
Jon Konchar	7132 Shady Oak Road	Eden Prairie	MN	55344	952-829-0577
Jim Brethorst	7040 143rd Ave NW	Ramsey	MN	55303	763-717-9203
Eric Brix	2720 Maplewood Dr.	St Paul	MN	55109	651-493-2750
Missouri					
Jay Stone	7624 North Oak Traffic Way	Gladstone	MO	64118	816-420-0900
Brian Greenwald	2 SW 2nd Street	Lees Summit	MO	64063	816-524-2513
Dave Woytowitz	115 Woods Mill Rd	Manchester	MO	63011	636-591-0199
Sue Gleich	7 Jason Court	St Charles	MO	63304	636-922-4302
Mike Weintz	4142 Crescent Drive	St Louis	MO	63129	314-416-8117
Nebraska					
Artis Fisher	6001 South 58th Street, Suite E	Lincoln	NE	68516	402-328-8632
Nevada					
Jennifer Sidenstecker	6126 S. Sandhill Road Suite 100	Las Vegas	NV	89120	702-786-6707
Spencer & RuthAnn Diller	3370 Pinks Place, Suite D	Las Vegas	NV	89102	702-765-7775

Primary Owner Name	Address	City	State	Postal Code	Phone
New Jersey					
Tom O'Donnell	845 Bloomfield Ave.	Clifton	NJ	07012	973-472-3001
Sean Corcoran	44 Manchester Ave., Unit I	Forked River	NJ	08731	609-597-6300
Jeff Hyman	750 South White Horse Pike, Unit #4	Hammonton	NJ	08037	609-878-3358
Jason Liang	262 Warburton Ave.	Hawthorne	NJ	07506	201-612-0083
Steve Hunsberger	130A Ford Ave	Milltown	NJ	08850	732-325-9831
Steven Pazienza	137 Gaither Drive, Suite E	Mount Laurel	NJ	08054	856-914-0808
Catherine Abramski	3 Middlebury Boulevard Unit 1	Randolph	NJ	09869	862-251-7044
Mehool Kakabalia	219 Park Ave	Scotch Plains	NJ	07076	908-266-6883
New Mexico					
John Schleicher	2815-C Broadbent Parkway NE	Albuquerque	NM	87107	505-344-9889
New York					
Tom Lalli	6 N. Mortimer Ave, Suite 7	Elmsford	NY	10523	914-441-0900
Mike Mucci	22 High Street	Huntington	NY	11743	631-271-7668
Jorma Huttunen	444 E Boston Post Rd, Suite 105	Mamaroneck	NY	10543	914-939-1738
John Bluethgen	195 Smithtown Blvd., Suite 104	Nesconset	NY	11767	631-257-5568
Anthony Cortina	1788 Penfield Rd, Suite 2	Penfield	NY	14526	585-419-9850
North Carolina					
Gary Evankovich	11525 Reames Road, Suite 105	Charlotte	NC	28269	704-599-8889
Todd Johnson	7950 Nations Ford Road, Suite 27	Charlotte	NC	28217	704-523-3271
Ryan Johnson	1415 W NC Highway 54, Suite 120	Durham	NC	27707	919-401-0200
Jerrold Schwartz	308 Pomona Drive, Suite G	Greensboro	NC	27407	336-617-3257
Donald Cake	556 Arbor Hill Rd, Suite M	Kernersville	NC	27284	336-992-3056
Bob Wittenstein	2700 Gateway Centre Blvd. , Suite 750	Morrisville	NC	27560	919-481-1219
Catherine Garrett	512 Klumac Road, Suite 3	Salisbury	NC	28144	704-603-4190
Ohio					
Christian & Danon Krupa	1370-H North Fairfield Road	Beavercreek	OH	45432	937-426-6691
Terry DeLap	1551 Towpath Road, Suite 2	Broadview Heights	OH	44147	440-877-9809
John Purdy	1349 Community Park Dr	Columbus	OH	43229	614-865-1297
Rick Lohr	750 E. Washington St. C-1	Medina	OH	44256	330-723-0242
Matthew Renfro	7541 Mentor Ave, Suite A103	Mentor	OH	44060	440-340-3324
Mike Randall	5866 Wolfpen Pleasant Hill Road	Milford	OH	45150	513-831-2492
Rhonda Bryner	910B N. 21st Street	Newark	OH	43055	740-522-4462
Jean-Francois Mougel	5553 Whipple Ave, Suite 7	North Canton	OH	44720	234-401-9243
Peter Lin	29500 Aurora Road, Unit 15	Solon	OH	44139	440-542-1594
Paul Maione	6929 Tylersville Road Suite 16	West Chester	OH	45069	513-777-2100
Michael Fransko	26314 Center Ridge Rd	Westlake	OH	44145	440-617-0311

Primary Owner Name	Address	City	State	Postal Code	Phone
Oklahoma					
Tony Braisher	8958 S. Western Ave.	Oklahoma City	OK	73139	405-609-8952
Brad Ayers	4652A S. May Ave.	Oklahoma City	OK	73119	405-216-3678
Oregon					
John Arenz	2020 NE Aloclek Dr, Suite 116	Hillsboro	OR	97124	503-617-2983
John Arzner	2215 Country Club Road	Woodburn	OR	97071	503-982-8255
Pennsylvania					
George Trad	216 Nazareth Pike, Suite C-2	Bethlehem	PA	18020	610-759-9111
Dan Barrows	609 Vanadium Road	Bridgeville	PA	15017	412-257-3771
Matt Helak	629 N. Pottstown Pike	Exton	PA	19341	610-363-1000
Young Kim	406 West Street Road	Feasterville	PA	19053	215-357-3213
Mike Cavallaro	1050 Saxonburg Blvd	Glenshaw	PA	15116	412-767-8803
Brian Moody	115 E. Glenside Ave. Suite 3	Glenside	PA	19038	215-758-2229
Dave Yeisley	3364 Paxton St.	Harrisburg	PA	17111	717-695-9830
Keith Wisman	1861 Charter Lane	Lancaster	PA	17601	717-869-6156
James Dauphinee	1211 Walnut Street	Lansdale	PA	19446	215-259-3984
Evan Dick	1033 N. Providence Rd	Media	PA	19063	484-444-2088
Dennis Shepard	180 Leader Heights Rd, Unit 3	York	PA	17402	717-430-0810
Rhode Island					
Peter Volante	25 Western Industrial Drive	Cranston	RI	02921	401-228-7918
South Carolina					
Eduardo & Carol Lemos	3711-B Seawright Rd.	Columbia	SC	29210	803-602-5746
David Hildebrandt	1200 Woodruff Rd., Suite H-5	Greenville	SC	29607	864-605-7181
Dave Ballard	5060 Dorchester Road, Suite 130	North Charleston	SC	29418	843-793-4271
Rick Barton	61 Riverwalk Blvd., Unit F	Ridgeland	SC	29936	843-645-4110
Tennessee					
Sandy McCuistion	6138 Preservation Drive, Suite 200	Chattanooga	TN	37416	423-892-6971
Rick Roland	310 Walnut Bend Rd. South, Suite 10	Cordova	TN	38018	901-751-9927
Peter & Pam DeLorme	10710 Kingston Pike, Suite A	Knoxville	TN	37934	865-288-0080
Mike Sheehan	2528 No. Mount Juliet Rd	Mount Juliet	TN	37122	615-758-9992
Sam Francescon	4825 Trousdale Dr, Suite 104	Nashville	TN	37220	615-832-6243
Doug Jones	21-A S. Lowry Street	Smyrna	TN	37167	615-459-0262
Texas					
Barry Newberg	1206 E Main St. #109	Allen	TX	75002	469-656-1174

Primary Owner Name	Address	City	State	Postal Code	Phone
Drew Liedeker	5555 N. Lamar Blvd, Suite E-117	Austin	TX	78751	512-454-6425
Gabriela Montoya	3530 Forest Lane, Suite 117	Dallas	TX	75234	469-802-9997
Jim Campbell	717 S. I-35E. Suite 124	Denton	TX	76205	940-514-1882
Felix Rivera	1605 George Dieter Dr., Suite 403	El Paso	TX	79936	915-283-4465
Jack Reynolds	5292B Trail Lake Drive	Fort Worth	TX	76133	817-423-9900
Zach Collard	1032 First Street Suite D	Humble	TX	77338	281-540-5200
Demetria Lisk	10645 Richmond Ave Suite 150	Houston	TX	77042	713-334-2928
Eddie & LaVaughn Braddy	650 E. State Hwy 121, Suite 302	Lewisville	TX	75057	972-242-6900
Angela Snow	1475 Heritage Pkwy, Suite 329	Mansfield	TX	76063	817-453-9306
Steve Bratton	7511A Boulevard 26	North Richland Hills	TX	76180	817-577-7144
Randy Blubaugh	850 E Arapaho Rd, Suite 250	Richardson	TX	75081	214-340-7743
Jim Hilburn	226 FM 359	Richmond	TX	77406	281-343-5210
Bryan Knox	1700 Bryant Drive Suite 105	Round Rock	TX	78664	512-255-8354
Gary Lenard	8806 Tradeway St.	San Antonio	TX	78217	210-366-9694
Adriana Hahn	12711 Spectrum Dr., Suite 201	San Antonio	TX	78249	210-558-3636
Matthew Pack	9330 Corporate Dr., Ste 308	Selma	TX	78154	210-370-9840
Matt Canonica	23802 FM 2978, Suite A-4	Tomball	TX	77375	281-516-2444
David Villa	13096 County Road 192	Tyler	TX	75703	903-747-8522
Jas Grewal	100 E NASA Pkwy #411	Webster	TX	77598	281-557-1247
Utah					
Peggy Evans	90 South Center St.	American Fork	UT	84003	385-498-3407
Scott Rees	7127 South 400 West, Suite 8	Midvale	UT	84047	801-569-8797
Michael Hurd	2854 S. Redwood Rd., C-3	West Valley City	UT	84119	801-746-8355
Virginia					
Sonja Caison	8808 Pear Tree Court Suite E	Alexandria	VA	22309	703-619-6200
Ron Goings	4431 Brookfield Corporate Dr. Suite E	Chantilly	VA	20151	703-378-9191
Eddie Pimentel	2981 Prosperity Ave	Fairfax	VA	22031	703-532-0010
Larry Peterson	4920 Southpoint Dr.	Fredericksburg	VA	22407	540-834-0712
Edwin F. Cape	34 Newmarket Square	Hampton	VA	23605	757-594-9995
Janel Keyser	2 Cardinal Park Drive, Suite #105A	Leesburg	VA	20175	571-291-9746
Stephen Lord	239 E German School Rd	Richmond	VA	23224	804-273-0757
David and Bambi Rivera	1780 Thalia Village Shoppes	Virginia Beach	VA	23452	757-368-7000
Washington					
Paul McMahon	125 E North Bend Way	North Bend	WA	98045	425-292-9643
Paul Lord	2747 Pacific Avenue SE, Suite C-2	Olympia	WA	98501	360-956-3363
Kevin Andal	235 SW 41st St	Renton	WA	98057	253-246-7788
Marie Clifford	6348 6th Ave S	Seattle	WA	98108	206-352-9555
Mark Silver	109 South Scott Street, Suite C4	Spokane	WA	99202	509-242-0826
John Arenz	8819 NE 117th Ave., Unit C	Vancouver	WA	98662	360-260-5502

Primary Owner Name	Address	City	State	Postal Code	Phone
Wisconsin					
Holly Schreiber	3020 E. College Ave, Suite E	Appleton	WI	54915	920-882-9800
Chris & Jennifer Lanagan	W67 N 222 Evergreen Blvd., Suite 115	Cedarburg	WI	53012	262-375-4095
Chris Lanagan	2140 W. Greenview Drive, Suite 1	Middleton	WI	53562	608-831-1750
Chris & Jennifer Lanagan	6233 Bankers Road, Suite 19	Racine	WI	53403	262-598-8143
Jeff Decoste	2236 Bluemound Road, Suite E	Waukesha	WI	53186	262-784-9400

FORMER FRANCHISEE LIST
AS OF DECEMBER 31, 2018

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

TERMINATED, TRANSFERRED, CANCELLED,

FAILED TO RENEW OR OTHER

As of December 31, 2018

State	Name of Franchisee	City	Phone	Reason for Leaving
Connecticut	Chris Morris	Danbury	203-207-1632	CLOSED
Illinois	Phil Diehl	Des Plaines	319-621-6715	TRANSFERRED
Illinois	Ameet Kotak	Elmhurst	630-841-8082	CLOSED
New Jersey	Steve Hunsberger	Princeton	908-500-7600	TRANSFERRED
New York	Jack Zollo	Massapequa	631-943-4416	CLOSED
New York	Liza Haas	Rockville Centre	516-606-0552	CLOSED
North Carolina	Gene Santovenia	Wilmington	440-263-5139	CLOSED
Texas	Amy Statler	Pearland	713-302-3425	TRANSFERRED
Washington	Eric Pedack	Everett	425-293-8987	CLOSED

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

FRANCHISE AGREEMENTS SIGNED BUT

OUTLET NOT OPENED

As of December 31, 2018

CALIFORNIA
Santa Monica
Ryan Detlefs
3021 2nd St. Apt 1
Santa Monica, CA 90405
424-744-1222

GEORGIA
Augusta
Pam Morfaw
501 Shartom Drive
Augusta, GA 30907
706-496-2531

ILLINOIS
Orland Park
Vuong Dinh
17504 E. Carriageway Drive, Unit E
Hazel Crest, IL 60429
708-960-4840

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

FRANCHISEES WHO HAVE NOT COMMUNICATED WITH US

WITHIN 10 WEEKS OF ISSUANCE DATE

None

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

EXHIBIT H

RENEWAL ADDENDUM

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT

THIS RENEWAL ADDENDUM TO FRANCHISE AGREEMENT is made and entered into as of the _____ day of _____, 20____ (the "Effective Date"), by and among THE CLEANING AUTHORITY, LLC, a Maryland limited liability company whose principal address is 7230 Lee Deforest Drive, Suite 200, Columbia, Maryland 21046 ("Franchisor"), and _____, a _____ [state of formation] _____ [type of entity] whose principal address is _____ ("Franchisee") and _____who reside at _____ (collectively "Guarantor").

INTRODUCTION

Franchisor and Franchisee have been parties to a franchise agreement dated as of _____ ("Original Franchise Agreement") under which Franchisee has operated a residential home cleaning business ("Business") under the "The Cleaning Authority" name and service mark in _____ (the "Territory"). The Original Franchise Agreement expires on _____ ("Expiration Date").

According to the terms of the Original Franchise Agreement, Franchisee has the right to renew that franchise upon meeting certain conditions. One of the conditions for renewal is that Franchisee sign Franchisor's then-current form of Franchise Agreement and any ancillary agreements used at the time of renewal (the "Current Franchise Agreement"). Franchisor's Current Franchise Agreement contains, among other things, a number of pre-opening obligations on the part of both parties that are not applicable on renewal and it requires payment of a territory fee and an initial franchise fee that is not required upon renewal. Therefore, Franchisee and Franchisor have executed Franchisor's Current Franchise Agreement as of the date hereof, but wish to amend that Agreement as set forth in this Renewal Addendum.

Guarantor personally guaranteed the obligations of Franchisee under the Original Franchise Agreement and will personally guarantee the obligations of Franchisee under the Current Franchise Agreement.

NOW, THEREFORE, the parties hereto agree to amend the Current Franchise Agreement as follows:

1.) Effective Date. The Current Franchise Agreement, as amended by this Renewal Addendum, shall be effective as of _____ (the Effective Date), provided Franchisee meets the following additional obligations prior to such Effective Date: ***[insert conditions or state "none"]*** If the foregoing obligations have not been met prior to the Effective Date, then the Current Franchise Agreement shall not become effective and all franchise rights of Franchisee under the Original Franchise Agreement shall expire on Expiration Date.

2.) Pre-Opening Obligations. Because the Business is already operating, all obligations of either party that are required to be performed prior to the opening of the Business are hereby waived. Such waiver shall not, however, constitute a waiver of any similar obligation that may otherwise apply if the Business is moved (with Franchisor's consent).

3.) Refresher Training. Franchisor will not provide the initial training program described in Section 10.1. Franchisor shall make available to Franchisee (any employees of Franchisee as required by Franchisor) a refresher training program at Franchisor's home office, currently located in Columbia, Maryland, within six (6) months following execution of this Renewal Addendum. Franchisee is not required to attend such training, but Franchisee acknowledges Franchisor has strongly urged Franchisee to do so. Franchisee will not be charged for such training, but Franchisee must pay the costs incurred for travel, lodging, meals, compensation, etc.

4.) Current Term. The first sentence in Section 2.2. is deleted and replaced by the following:

The initial term of this Agreement ("Initial Term") and the franchise granted by this Agreement shall begin on the Effective Date and expire at midnight on the day preceding the _____ (____) anniversary of the Effective Date, unless this agreement is terminated at an earlier date pursuant to Section 17.

5.) No Renewal Term. Section 2.3. is deleted and replaced by the following:

At the expiration of the current Initial Term, you have no right to renew or extend this Agreement or the franchise granted pursuant to this Agreement.

6.) Fees. The following is added to Section 5 and 7.1:

Notwithstanding anything to the contrary contained in this Franchise Agreement, Franchisee is not required to pay Franchisor a Territory Fee, an Initial Franchise Fee, or a renewal fee in connection with the grant of the current Initial Term. All references to these initial fees in this Agreement are deleted.

7.) Royalty Fee. The third and fourth sentences of Section 6.1 are deleted in their entirety and replaced with the following:

This six percent (6%) Royalty Fee applies to the first $_____ of annualized Gross Revenue during the calendar year. Provided you are not in default under this Agreement or under any Collateral Agreement, the Royalty Fee is reduced to five percent (5%) of annualized Gross Revenues between $_____ and $_____ and further reduced to four percent (4%) of annualized Gross Revenues in excess of $_____.

8.) **Mailers. The third sentence in the third paragraph of Section 7.1 is deleted and replaced with:**

If you have four (4) consecutive weeks where your weekly Gross Revenues equal at least $_____, then you may control the number of mailers you purchase, provided (a) the number of mailers you purchase on a weekly basis shall not be less than nine percent (9%) of the number of Designated Households in your Territory, and (b) if the weekly Gross Revenues fall below $_____ in any two (2) out of three (3) consecutive weeks, then the number of mailers you must purchase on a weekly basis will be as set forth in the schedule above.

9.) General Release. In consideration of the agreement of Franchisor to renew Franchisee's franchise rights for the Business, the receipt and sufficiency of which is hereby acknowledged, Franchisee (if Franchisee is an entity, on behalf of itself and its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities and, if Franchisee is an individual, on behalf of himself and his heirs, representatives, successors and assigns) and Guarantor (on behalf of himself and his heirs, representatives, successors and assigns) (collectively and individually referred to as the "Franchisee Parties") release and forever discharge Franchisor (and its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities) (collectively and individually referred to as the "Franchisor Parties") of and with respect to any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which any Franchisee Party may now or in the future own or hold, that in any way relate to the Original Franchise Agreement or the business relationship between the parties (collectively, "Claims"), for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Original Franchise Agreement or any other related agreement between any Franchisee Party and any Franchisor Party. Franchisee and Franchisor acknowledge and agree that the release of claims in this Section 9 does not relate to the offer and sale of the current Franchise Agreement.

10.) Miscellaneous. Except as specifically amended by this Renewal Addendum, the parties hereby ratify and reaffirm their obligations under the Current Franchise Agreement. All capitalized terms used in this Renewal Addendum will have the same meaning as provided for in the Current Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Addendum as of the date written below.

FRANCHISOR:
THE CLEANING AUTHORITY, LLC

By:_____
Its:

FRANCHISEE:

By:_____
Its:

GUARANTOR:

_____
Print Name

_____
Print Name

EXHIBIT I

QUESTIONNAIRE

STATEMENT OF FRANCHISEE
[Note: Dates and Answers Must be Completed in the Prospective Franchisee's Own Handwriting]

In order to make sure that no misunderstanding exists between you, the Franchisee, and us, THE CLEANING AUTHORITY, LLC (also called "**CLEANING AUTHORITY**", the "**FRANCHISOR**" or "**we**") and to make sure that no violations of law might have occurred, and understanding that we are relying on the statements you make in this document, you assure us as follows:

A. The following dates are true and correct:

	Date	Initials	
1.	_____, 20___	_____	The date on which I received a Franchise Disclosure Document ("FDD") on THE CLEANING AUTHORITY® Business.
2.	_____, 20___	_____	If I am a resident of Iowa or New York, the date of my/our first face-to-face meeting with any person to discuss the possible purchase of a THE CLEANING AUTHORITY Business.
3.	_____, 20___	_____	The date on which I received a completed copy (other than signatures) of the Franchise Agreement which I later signed.
4.	_____, 20___	_____	If I am a resident of Iowa, Michigan or New York, the earliest date on which I/we signed the Franchise Agreement or any other binding document (not including any Letter or other Receipt).
5.	_____, 20___	_____	If I am a resident of Iowa, Michigan or New York, the earliest date on which I/we delivered cash, check or other consideration to The Cleaning Authority.

B. Representations.

1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, "side agreements," options, right-of-first-refusal or otherwise have been made to or with me with respect to any matter (including but not limited to advertising, marketing, site location, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise), nor have I relied in any way on same, except as expressly set forth in the Franchise Agreement, any written addenda signed by me and Cleaning Authority, and the FDD provided to me, except as follows: _____

_____

(If none, you should write NONE in your own handwriting and initial.)

2. No oral, written, visual or other promises, agreements, commitments, representation, understandings, "side agreements" or otherwise which expanded upon or were inconsistent with the FDD or the Franchise Agreement or any written addenda signed by me and Cleaning Authority were made to me by any person or entity, nor have I relied in any way on same, except as follows: _____

_____
_____ (If blank, then the answer is "None".)

3. Except as set forth in Item 19 of the FDD provided to me, no oral, written, visual or other claim or representation (including, but not limited to charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a combination of variables, such as multiples of price and quantity to reflect gross revenues, or otherwise) which stated or suggested a specific level or range of actual or potential sales, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) from THE CLEANING AUTHORITY® Businesses, was made to me by any person or entity, nor have I relied in any way on any such, except as follows:_____
_____
_____ (If blank, then the answer is "None".)

4. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including but not limited to my obtaining financing) that limits my ability to fully perform my obligations set forth in the Franchise Agreement or any written addenda signed by me and Cleaning Authority, except as follows: _____
_____ (If none, you should write NONE in your own handwriting and initial.)

5. No franchise seller, other than _____ (identified by me on the FDD receipt page), was involved in offering the franchise to me, except as follows: _____
_____
_____
(If none, you should write NONE in your own handwriting and initial.)

6. The FDD was delivered to me in the state of _____. The execution copies of the Franchise Agreement and related documents were delivered to me in the state of _____.

7. The individual who signed the FDD receipt page, the Franchise Agreement and any written addenda had full authority to sign those documents and bind me to those documents. I or my authorized agent have reviewed the FDD and all exhibits (including the Franchise Agreement) and have carefully read, discussed, understand and agree to the Franchise Agreement and each attached addendum. Each person who signs the guaranty attached to the Franchise Agreement and the Mailer Services Agreement understands and agrees to the terms for those guarantees and has full authority to execute those documents.

8. I have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and Cleaning Authority has strongly recommended that I obtain such independent advice. I have also been strongly advised by Cleaning Authority to discuss my proposed purchase of a THE CLEANING AUTHORITY® Business with existing and former THE CLEANING AUTHORITY® franchisees of my own choosing prior to signing any binding documents or paying any sums.

9. I understand that except for federal trademark and arbitration law, all disputes with Cleaning Authority will be governed by Maryland law. I understand that Maryland Franchise Registration and Disclosure Law will not apply to this Agreement or to my business relationship with Cleaning Authority unless (a) I am a Maryland resident at the time the Franchise Agreement is executed, (b) the Business or the Territory is located in Maryland at the time the Franchise Agreement is executed, or (c) I otherwise meet the jurisdictional requirements of Maryland Franchise Registration and Disclosure Law without reference to the contractual choice of law provision and without regard to applicable conflicts of laws principles (subject to state law).

10. I understand that the current economic and financial factors could negatively impact the residential and commercial cleaning industry, THE CLEANING AUTHORITY® franchise system and my Business. Further, I understand that the economic and business factors that exist at the time I open my THE CLEANING AUTHORITY® Business may change.

11. I understand that I must participate in the Mailer Program and purchase all related Mailer Program services from Cleaning Authority or its affiliates. I further understand that Cleaning Authority or its affiliates will earn a profit from the Mailer Program and related services that I purchase from Cleaning Authority or its affiliates.

12. The franchise granted is for the right to operate a THE CLEANING AUTHORITY® Business within the Territory only and Cleaning Authority and its affiliates have the right to issue franchises or operate competing businesses for or at locations, as they determine, outside my Territory and engage in certain activities inside my Territory.

13. The Franchise Agreement and Disclosure Document contain the entire agreement between me and Cleaning Authority concerning the franchise for THE CLEANING AUTHORITY® Business, meaning that any prior oral or written statements not set out in the Franchise Agreement or Disclosure Document will not be binding.

14. I understand that I am bound by the non-compete covenants (both in-term and post-term) and that an injunction is an appropriate remedy to protect the interest of THE CLEANING AUTHORITY® system if I violate the covenant(s). Further, I understand that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement.

15. I understand that any training, support, guidance or tools Cleaning Authority provides to me as part of the franchise are for the purpose of protecting THE CLEANING AUTHORITY® brand and Marks and to assist me in the operation of my business and not for the purpose of controlling or in any way intended to exercise or exert control over my decisions or day-to-day operations of my business, including my sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of my employees and all other employment and employee related matters.

16. I understand that (a) entry into any business venture necessarily involves some unavoidable risk or loss or failure; (b) while the purchase of a franchise may improve the chances for success, the purchase of a THE CLEANING AUTHORITY® Business or any other franchise is a speculative investment; (c) investment beyond that outlined in the FDD may be required to succeed; (d) there exists no guaranty against possible loss or failure in this or any other business; and (e) the most important factors in the success of any THE CLEANING AUTHORITY® Business, including the one to be operated by me, are business skills, which include marketing, sales, and management, and require sound judgment and extremely hard work. Other factors include my location, the local market for services under THE CLEANING AUTHORITY® trademarks, interest rates, the economy, inflation, the number of employees I hire and their compensation, competition and other economic and business factors.

If there are any matters inconsistent with the statements in this document or if anyone has suggested that you sign this document without all of its statements being true, correct and complete, immediately inform the CEO of Cleaning Authority at (410) 740-1900.

You understand and agree that, except as set forth in Item 19 of the FDD, we do not make or authorize our employees or representatives (including salespersons, brokers or others) to make any financial performance representations. If you receive any financial information beyond that disclosed in Item 19,

you should report it promptly to the persons identified in Item 19. You also understand that your results may differ from the financial performance information set forth in Item 19 of the FDD.

You understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete. ***If you cannot represent and warrant that all of the above responses are true, correct and complete, do not sign this form (and do not sign a Franchise Agreement with Cleaning Authority) until you first resolve any discrepancies with Cleaning Authority. If the discrepancies cannot be resolved to your satisfaction, you should not acquire a THE CLEANING AUTHORITY® franchise.***

[Continued on the following page.]

The representations contained in this document are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law to the extent applicable. Except to the extent we have negotiated changes to the Franchise Agreement that differ from the FDD, nothing in this Statement of Franchisee or in any related agreement is intended to disclaim representations made in Cleaning Authority's FDD that was furnished to you.

NOTES:

IF MORE SPACE IS NEEDED TO RESPOND TO ANY REPRESENTATION, CONTINUE ON A SEPARATE SHEET AND ATTACH.

IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS STATEMENT.

PROSPECTIVE FRANCHISEE:

_____ _____

Date

Reviewed by FRANCHISOR

By:_____ _____

Date

Its: _____

EXHIBIT J

FORM OF GENERAL RELEASE AGREEMENT

GENERAL RELEASE AGREEMENT

(Form subject to change.)

For and in consideration of the Agreements and covenants described below, The Cleaning Authority, LLC ("TCA")_____ ("Franchisee") and _____ ("Guarantors") enter into this General Release of Claims ("Agreement").

RECITALS

A. TCA and Franchisee entered into a THE CLEANING AUTHORITY® Franchise Agreement dated _____, ____.

B. Guarantors personally guaranteed Franchisee's obligations under the Franchise Agreement.

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

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

AGREEMENTS

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

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

4. **Release of Claims by Franchisee and Guarantors.** In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, Franchisee, (on behalf of itself, its heirs, successors and assigns, affiliates, directors, officers and shareholders, and any other party claiming an interest through them) and Guarantors (on behalf of themselves, their heirs, successors and assigns) (collectively and individually referred to as the "Franchisee Parties") release and forever discharge TCA, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, agents and employees in their corporate and individual capacities and their respective heirs, personal representatives, successors and assigns (collectively and individually referred to as the "Franchisor Parties") of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which any Franchisee Party may now or in the future own or hold, that in any way relate to the Franchise Agreement or the business relationship between the parties (collectively, "Claims"), for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between any Franchisee Party and any Franchisor Party.

5. **Acknowledgement.** The release of Claims set forth in Section 4 is intended by the Franchisee Parties to be a full and unconditional general release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of any Franchisee Party against any Franchisor Party regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Franchisee Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Franchisee Parties' respective intentions to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. The Franchisee

Parties further acknowledge and agree that no violation of this Agreement shall void the releases set forth in this Agreement.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

Dated: _____, 20__

THE CLEANING AUTHORITY, LLC

By_____

Its_____

Dated: _____, 20__

FRANCHISEE:_____

By_____

Its_____

Dated: _____, 20__

GUARANTORS:

_____
Print Name

_____
Print Name

EXHIBIT K

USER AGREEMENT

IMPORTANT LEGAL NOTICE

THIS IS A LEGALLY BINDING AGREEMENT GOVERNING YOUR USE OF TCA.NET. PLEASE REVIEW IT CAREFULLY. BEFORE YOU MAY USE TCA.NET, YOU MUST AGREE TO BE BOUND BY THIS USER AGREEMENT. IF YOU DO NOT AGREE, YOU MAY NOT USE TCA.NET.

USER AGREEMENT

1. **Definitions**. Capitalized terms not defined elsewhere in this User Agreement (this "**Agreement**") are defined as noted at the end of this Agreement.

2. **Permission to Access and Use TCA.Net.** Franchisor hereby grants to Franchisee the non-exclusive, non-transferable right (a) to access and use TCA.Net during the term of this Agreement (the "**Term**") in accordance with terms of this Agreement, and (b) to authorize its employees and agents (its "**Authorized User(s)**") to access and use TCA.Net on Franchisee's behalf during the Term, subject to and in accordance with the terms of this Agreement.

3. **Permitted Use of TCA.Net**. Franchisee and its Authorized Users may use TCA.Net only in connection with Franchisee's operation of its Franchised Business (as defined in the Franchise Agreement) in accordance with the Franchise Agreement.

4. **Fees**. Franchisee shall pay Franchisor a weekly fee of Twenty-Seven Dollars and Fifty Cents ($27.50) per location, or any other amount specified by Franchisor pursuant to the Franchise Agreement, for the right to access and use TCA.Net as permitted under this Agreement.

5. **Access Controls**.

a. *Appointment of Account Administrator.* Franchisee, or if Franchisee is an entity, an officer of Franchisee (the "**Account Administrator**") will act on behalf of Franchisee on all matters related to TCA.Net. The Account Administrator must have authority to enter into binding contracts (including this Agreement) on behalf of Franchisee with respect to Franchisee's and its Authorized Users' use of TCA.Net. The Account Administrator shall follow all protocols and instructions with respect to the administration, configuration, security and use of TCA.Net as may from time to time be communicated by Franchisor to the Account Administrator. Franchisee shall be responsible for ensuring that its Account Administrator complies with this Agreement.

b. *Access Level Groups.* Franchisee, acting through its Account Administrator, may assign different Authorized Users to different access level groups. Franchisor shall have no responsibility for assigning Authorized Users to access level groups.

c. *Password Security.* Franchisee agrees that it is solely responsible for ensuring that (1) its Authorized Users do not share their User Identities with other individuals, including other Authorized Users, except that the Account Administrator may provide the appropriate User Identity to each member of an access level group, and (2) its Authorized Users understand the need and take appropriate measures to keep all User Identities secret and confidential. Franchisor will have the right to assume that any individual accessing or using TCA.Net under a given User Identity is the individual associated with such User Identity in its records and will grant access to Franchisee's Account Information and other capabilities accordingly. Franchisee will be entirely responsible for the acts and omissions of anyone using a User Identity associated with Franchisee's name in Franchisor's records as though such acts and omissions were the acts and omissions of Franchisee, whether or not such acts or omissions or the use of the User Identity were authorized by Franchisee.

d. *Security Risks.* Franchisee acknowledges that Internet-based solutions can not be made perfectly secure or reliable and that data processing entails the likelihood of some human and machine errors, omissions, downtime, delays, and losses, including inadvertent loss or corruption of data, which may

give rise to losses or damage. Franchisee accepts responsibility for adopting reasonable measures to limit its exposure with respect to such potential losses and damage. Franchisee will notify Franchisor immediately of any known or suspected unauthorized use of a User Identity registered to Franchisee or any other breach of security. At Franchisee's request, Franchisor will deactivate any or all User Identities associated with Franchisee's name in Franchisor's records; provided, however, that Franchisor will have a commercially reasonable period of time to do so.

e. *Right to Deny Access.* For the protection of Franchisee and its Authorized Users, Franchisor reserves the right (1) to deactivate any User Identity; (2) to require Authorized User(s) to change User Identities; or (3) to deny, limit or terminate access to TCA.Net or any portion thereof, at any time, as necessary or advisable to protect the security and integrity of TCA.Net. Whenever Franchisor is able to do so without compromising the security or integrity of TCA.Net, Franchisor will give Franchisee reasonable notice before taking such action. If Franchisor determines, in its Reasonable Business Judgment, that it is advisable to take immediate action, without prior notice to Franchisee, Franchisor will notify Franchisee as soon as reasonably practicable of its action and, if it can do so without compromising the security of TCA.Net or any investigation, the reason(s) for the action.

6. **Use of Discussion Forums.**

a. *Rules Governing Use of Discussion Forums.* The following additional terms and conditions govern the use of Discussion Forums made available through TCA.Net ("**Discussion Forums**"). Franchisee and its Authorized Users may not

- post any Content that is protected by copyright, trademark, privacy or publicity rights, trade secret rights, confidentiality rights, contract rights, or other rights without the express permission of the owner of the respective right;
- post any Content that is harmful; hateful; threatening; abusive; harassing; belittling, defamatory or libelous; sexually explicit, vulgar, lewd, obscene, or pornographic; offensive; inappropriate; or inflammatory;
- post any Content that is intended to embarrass anyone;
- post any Content that the user knows (or reasonably should know) is false, deceptive or misleading;
- post any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- post any Content that violates the Franchise Agreement;
- post any private information about another person, including addresses, phone numbers, email addresses, social security numbers, credit card or financial account information, health information, and so on;
- impersonate any person or entity, or falsely state or otherwise misrepresent oneself, one's age, or one's affiliation with any person or entity;
- use a Discussion Forum in a manner that violates any laws or regulations;
- use a Discussion Forum to solicit money, goods or services for private gain;
- use a Discussion Forum to solicit money, goods or services for any charitable purposes without Franchisor's written consent;
- use a Discussion Forum to promote political views or candidates or religious or philosophical views;

- use a Discussion Forum to further or promote any criminal or illegal activity or to provide instructional information about illegal activities; or
- use a Discussion Forum in a manner that, in our Reasonable Business Judgment, restricts or inhibits the productive use of the Discussion Form by any other user.

b. *Right to Monitor and Remove User Generated Content.* Franchisor and its Authorized Users acknowledge that Franchisor has the right (but not the obligation) to monitor Postings and the right (but not the obligation), in its Reasonable Business Judgment, to remove any Postings that violates this Agreement for any other reason.

c. *Confidentiality of Postings.* In order to foster open dialogue, protect the confidential information and trade secrets of Franchisor and its Franchisees, protect the goodwill in the brand, and avoid copyright infringement, Franchisee and its Authorized Users (1) shall keep all Postings strictly confidential; (2) shall not copy, distribute, display or perform publicly, or prepare derivative works based on any Postings (for example, by re-posting any excerpts on other Web sites); (3) shall not use any Postings except in connection with Franchisee's operation of its Franchised Business in accordance with the terms of the Franchise Agreement; and (4) shall not use any Postings in any manner that is reasonably likely to damage the goodwill in the brand. All postings shall be deemed to be the "confidential and proprietary information" of Franchisor. This subsection shall survive the termination of this Agreement.

7. **Restrictions on Use of TCA.Net.** Franchisee and its Authorized Users will not and will not suffer any third party to

a. access, view, use, copy, modify or prepare derivative works of any part of TCA.Net, except as expressly authorized in this Agreement;

b. resell, distribute, rent, lease, sublicense, lend, give, market, commercialize, assign, or otherwise transfer rights or usage of all or any part of TCA.Net to any third party, except as expressly authorized in this Agreement;

c. reverse engineer, translate, disassemble, decompile, or cause or allow discovery of the source code for any part of TCA.Net or attempt to do so;

d. remove, obscure or alter the copyright, trademark or other proprietary notices affixed to or contained Content made available through TCA.Net;

e. use TCA.Net in any manner or in connection with any data that (1) infringes upon or violates any patent, copyright, trade secret, trademark, publicity, privacy or other right of any third party, (2) violates any applicable international, federal, state, provincial or local law, rule, regulation or ordinance; or (3) violates any applicable privacy policy or other privacy promise;

f. attempt to gather and use information available through TCA.Net to transmit any unapproved advertising; or

g. engage in conduct intended to or likely to damage TCA.Net, for example, by knowingly introducing any viruses, worms, other malicious code to TCA.Net.

8. **Right to Modify Web Service.** Franchisor retains the right, in its sole and absolute discretion, to modify, alter or enhance the operation and functionality of TCA.Net without prior notice to Franchisee.

9. **Term and Termination.**

a. *Term.* The Term of this Agreement will commence on the later of October 31, 2009, or the date on which Franchisee or one of its Authorized Users first accesses and uses TCA.Net and shall continue until this Agreement is terminated as provided below or as otherwise provided in the Franchise Agreement.

b. *Termination.*

(1) Franchisor may, in its sole determination, terminate this Agreement if Franchisee (one of its Authorized Users) is in material breach of this Agreement by notifying Franchisee, in writing, of such termination. Franchisee will not be entitled to a cure period unless a cure period is specified in Franchisor's notice.

(2) Franchisor may terminate this Agreement at anytime upon written notice to Franchisee, if Franchisor ceases generally to provide TCA.Net to its Franchisees.

(3) This Agreement shall automatically terminate without necessity of notice if the Franchise Agreement expires or is terminated.

c. *Franchisee's Obligations Upon Termination.* Upon the expiration or termination of this Agreement for any reason, Franchisee will cease all use of TCA.Net and will return in a secure manner all copies of the documentation relating to the Software in Franchisee's possession or under its control and will certify to Franchisor that it has done so.

d. *Franchisor's Obligations Upon Termination.* If this Agreement is terminated pursuant to Section 9(b)(2), and provided the Franchise Agreement is still in full force and effect, Franchisor will provide a copy of Franchisee's Account Information to Franchisee in a standard format and secure manner as reasonably requested by Franchisee.

e. *Cross-Default.* A termination of this Agreement will not automatically result in termination of the Franchise Agreement; provided, however, a material breach by Franchisee (or one of its Authorized Users) of its obligations under the terms of this Agreement will constitute a material breach of the Franchise Agreement.

f. *Survival.* Sections 1, 5(c-d), 6(c), 7, 9(c-e), and 10-14 of this Agreement will survive the termination of this Agreement.

10. **Intellectual Property.**

a. *TCA.Net.* Franchisee acknowledges and agrees that, as between Franchisor and Franchisee, Franchisor owns all rights, title and interests in and to TCA.Net and each component thereof, including all intellectual property rights therein or appurtenant thereto. Franchisee further acknowledges and agrees that TCA.Net contains the valuable trade secrets of Franchisor and third parties. Franchisee will not acquire any right, title or interest in TCA.Net or any portion or component thereof pursuant to this Agreement, other than the right to access and use TCA.Net as expressly granted in this Agreement, subject to the terms and conditions of this Agreement.

b. *Account Information.* The parties acknowledge and agree that (1) Franchisee has the right to use the Account Information in the operation of its Franchised Business, subject to the terms of the Franchise Agreement; and (2) Franchisor has the right to use Account Information for the purpose of performing Franchisor's obligations hereunder and in any other way or manner that Franchisor believes, in its Reasonable Business Judgment, is in the best interests of the System.

c. *Postings.* By submitting Postings to TCA.Net Discussion Forums, Franchisee and its Authorized Users are assigning all worldwide copyrights in such Postings to Franchisor. Franchisees and their Authorized Users many not copy, distribute, display or perform publicly or prepare derivative works based on any Postings without Franchisor's prior written permission.

d. *Feedback.* By submitting comments, suggestions and other feedback relating to TCA.Net or The Cleaning Authority® franchise system (the "**System**") through TCA.Net (collectively, "**Feedback**"), Franchisee and its Authorized Users grant to Franchisor a perpetual, non-revocable, worldwide, fully-paid up, royalty free license to use, reduce to practice, make, exploit, reproduce, display and perform publicly, sublicense, distribute, and prepare derivative works based on such Postings and Feedback (and all know-how related thereto) for any purpose whatsoever, including but not limited to designing, developing, marketing and operating web-enabled services. Unless Franchisee or its Authorized User expressly states otherwise in the communication in which the Feedback is provided, Franchisor shall

have the right to assume that neither Franchisee nor its Authorized User claim any patent rights in the Feedback. Upon Franchisor's request, Franchisee will execute such further instruments and take such further actions as Franchisor may reasonably request, at Franchisor's expense, to evidence or protect Franchisor's rights in such Feedback.

11. **Disclaimer of Representations and Warranties.** TCA.NET AND ANY RELATED PRODUCTS AND SERVICES PROVIDED TO USER HEREUNDER ARE PROVIDED "**AS IS**," "**AS AVAILABLE**," WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FRANCHISOR, ITS AFFILIATES, ITS LICENSORS AND ITS SERVICE PROVIDERS MAKE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY (INCLUDING ANY IMPLIED WARRANTIES ARISING UNDER THE MARYLAND UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, CODIFIED AT MD. CODE COM. LAW, TIT. 22-101 ET SEQ.), OR ARISING BY COURSE OF DEALING, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE, IN CONNECTION WITH TCA.NET OR ANY RELATED PRODUCTS AND SERVICES PROVIDED HEREUNDER, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

12. **Limitations on Liability.**

a. IN NO EVENT WILL FRANCHISOR, ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO FRANCHISEE OR ANY AUTHORIZED USER (NOR TO ANY THIRD PARTY CLAIMING THROUGH FRANCHISEE OR ANY AUTHORIZED USER) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING LOSS OF PROFITS, REVENUES, SAVINGS, OR GOODWILL OR LOSS, CORRUPTION OR THEFT OF DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING IN CONNECTION WITH (1) TCA.NET OR ANY RELATED PRODUCTS OR SERVICES PROVIDED HEREUNDER, (2) FRANCHISEE OR ANY AUTHORIZED USER'S USE OF OR INABILITY TO USE TCA.NET OR ANY RELATED PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR (3) FRANCHISEE'S ACCOUNT INFORMATION.

b. IN NO EVENT WILL FRANCHISOR'S, ITS AFFILIATES', ITS LICENSORS', ITS SERVICE PROVIDERS', OR ITS OR THEIR DIRECTORS', OFFICERS', EMPLOYEES', OR AGENTS' COMBINED AGGREGATE LIABILITY HEREUNDER TO FRANCHISEE OR ANY AUTHORIZED USER (OR ANY THIRD PARTY CLAIMING THROUGH FRANCHISEE OR ANY AUTHORIZED USER) FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING IN CONNECTION WITH (1) TCA.NET OR ANY RELATED PRODUCTS OR SERVICES PROVIDED HEREUNDER, (2) FRANCHISEE OR ANY AUTHORIZED USER'S USE OF OR INABILITY TO USE TCA.NET, ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR (3) FRANCHISEE'S ACCOUNT INFORMATION, EXCEED ONE HUNDRED DOLLARS ($100.00).

c. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF AN AUTHORIZED REPRESENTATIVE OF FRANCHISOR OR ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS HAD BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

d. USER ACKNOWLEDGES THAT FRANCHISOR COULD NOT MAKE TCA.NET AVAILABLE TO USER ON THE TERMS SET FORTH IN THIS AGREEMENT IF FRANCHISOR'S LIABILITY AND THAT OF THIRD PARTIES WERE NOT LIMITED AS SET FORTH IN THIS AGREEMENT.

13. **Indemnification.** Franchisee will indemnify, defend and hold Franchisor, its Affiliates, its third-party licensors and its service providers, and its and their respective directors, officers, employees, licensors, service providers and agents, harmless from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees and disbursements, arising out of or in connection with Franchisee's (or any of Franchisee's Authorized Users') breach of this Agreement.

14. **General Terms.**

a. *Relationship Of The Parties.* Franchisor and Franchisee agree that each is an independent contractor in the performance of each and every part of this Agreement. Each will be responsible for the management, direction, control, supervision, and compensation of its own employees, contractors and agents.

b. *Third-Party Service Providers.* Franchisor reserves the right to subcontract its obligations under this Agreement to selected third-party service providers. The subcontracted services may include hosting and maintenance services. Franchisor will remain responsible, however, for the proper performance of all of its obligations under this Agreement, whether Franchisor performs those obligations directly or through a third-party service provider.

c. *Reasonable Business Judgment.* Whenever in this Agreement Franchisor reserves discretion in a particular area or where Franchisor agrees to exercise its rights reasonably, in good faith, or in the best interests of the System, Franchisor will satisfy its obligations whenever it exercises Reasonable Business Judgment in making a decision or exercising its rights. Franchisor's decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes Franchisor's financial or other individual interests. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving client service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

d. *Assignment.* Franchisee may not sell, assign, license, sub-license or otherwise convey in whole or in part, by operation of law or otherwise, to any third party this Agreement or any of Franchisee's rights or obligations hereunder, unless such assignment, sale or other action is approved in advance and in writing by Franchisor; provided, that in no event will any such assignment, sale or other action be deemed to relieve or release Franchisee from any obligations under this Agreement. Franchisor may assign this Agreement at any time.

e. *Successors and Assigns.* The terms, conditions and obligations of this Agreement will inure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

f. *Force Majeure.* Neither party will be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including, but not limited to, acts of God, acts of any governmental authority, strikes or labor disputes, acts of war or terrorism, fire, severe weather or natural disasters, or other similar events. Without limiting the foregoing, Franchisor will not be responsible for any loss or unavailability of TCA.Net or any Account Information that results from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment, computer viruses, unauthorized access, theft, operator errors, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, or other similar events.

g. *Notices.* Any notice required or permitted to be given under this Agreement will be deemed given when given in accordance with the notice provisions of the Franchise Agreement.

h. *Governing Law; Personal Jurisdiction.* This Agreement will be governed under the laws of Maryland (excluding the Maryland Uniform Computer Information Transactions Act, codified at Md.

Code Com. Law., tit. 22-101 et seq., which the parties agree will not apply to this Agreement), without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All actions or proceedings arising out of or relating to this Agreement will be venued exclusively in state or federal court in Maryland, U.S.A., and the parties hereby irrevocably consent and submit themselves to the personal and exclusive jurisdiction of said courts for all such purposes.

i. *No Waiver*. The failure of either party at any time to require performance of any provision of this Agreement or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by a party of any breach of any provision of this Agreement or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

j. *Severability*. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.

k. *Rules of Interpretation*. As used in this Agreement, the word "or" is not exclusive and the words "including" or "include" are not limiting.

l. *Amendment*.

(1) Franchisor may supplement or amend this Agreement at any time by posting the revised Agreement on the login page of the Site and/or the Franchise Agreement (specifically, the Manual Suite). Continued use of TCA.Net by Franchisee and its Authorized Users will constitute Franchisee's and its Authorized User's agreement to be bound by the revised Agreement.

(2) This Agreement may be supplemented or amended by notices and instructions posted on the applicable areas of TCA.Net. If the terms and conditions set forth in any such notice conflict with the terms and conditions of this Agreement, the contrary terms and conditions set forth in the notice will govern, but only with respect to the subject matter of the notice.

m. *Order of Interpretation/Entire Agreement*. This Agreement is intended to supplement the Franchise Agreement and will be interpreted, to the extent possible, as supplementary to, not conflicting with the Franchise Agreement. To the extent any term of this Agreement is interpreted to conflict with a term of the Franchise Agreement, that term will govern, but only with respect to the subject matter hereof. This Agreement, together with the Franchise Agreement contains the entire agreement between Franchisor and Franchisee with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between Franchisor and Franchisee with respect to such subject matter.

Definitions

"**Account Information**" means data and other information transmitted to TCA.Net by a Franchisee or one of its Authorized Users and all data, reports, and other information generated by TCA.Net based on such information, except that "Account Information" does not include any "Postings."

"**Content**" means all of the text, images, photographs, graphics, audio and/or video clips and other information and materials published, posted or displayed on the Site, together with all related metadata.

"**Franchise Agreement**" means the franchise agreement between Franchisee and Franchisor, together with all related manuals, policies and practices, including The Cleaning Authority Operations Manual, Software Manual, Employee Manual or Pre-Work Manual; as from time to time amended.

"**Franchisee**" means the franchisee associated in Franchisor's records with the User Identity used to access TCA.Net.

"**Franchisor**" means The Cleaning Authority, LLC.

"**Posting(s)**" means all comments and other Content posted by a Franchisee or its Authorized Users on a Discussion Forum (as defined in Section 6 above).

"**Site**" means the Web site currently located at https://tcanet.thecleaningauthority.com and all Updates thereto.

"**Software**" means the proprietary franchise management software developed by Franchisor and made available to Franchisees and their Authorized Users through TCA.Net, together with all related documentation provided by Franchisor to Franchisee, and all Updates to the foregoing.

"**TCA.Net**" means, collectively, this Site, the Content, the Account Information, the Software, and all of the software, code, hardware and connectivity used to host, operate and maintain the foregoing and provide the Software as a service to Franchisees, together with all Updates thereto.

"**Updates**" means, collectively, any and all fixes, updates, additions, deletions, modifications, enhancements or new versions.

"**User Identity**" means a unique combination of username and password used to access TCA.Net.

EXHIBIT L

HOMETOWN MARKETS: ADDENDUM TO FRANCHISE AGREEMENT, PROMISSORY NOTE, SECURITY AGREEMENT

ADDENDUM TO FRANCHISE AGREEMENT
FOR HOMETOWN MARKET

THIS ADDENDUM to the The Cleaning Authority, LLC Franchise Agreement is entered into as of _____ by and between The Cleaning Authority, LLC ("we," "us," "our" or "Franchisor"), a Maryland limited liability company, and _____ (collectively, "you," "your" or "Franchisee"), a _____ [state] _____ [type of entity].

RECITALS

Pursuant to a The Cleaning Authority, LLC Franchise Agreement ("Franchise Agreement") entered simultaneously with this Addendum, Franchisor granted Franchisee the right to operate the Franchised Business. The Franchised Business will operate in a market defined by Franchisor as a "Hometown Market," which has 29,999 or less designated households. Franchisor and Franchisee have agreed to modify certain terms of the Franchise Agreement as set forth in this Addendum.

NOW, THEREFORE, Franchisor and Franchisee agree to amend the Franchise Agreement as follows:

1. ***[IF APPLICABLE:]*** Territory Fee. The following is added to Section 5:

   Notwithstanding the foregoing, we have agreed to permit you to pay a portion of the Territory Fee (or $_____) over time pursuant to a Promissory Note entered into simultaneously with this Agreement. The reminder of the Territory Fee (or $_____) is due to us when you sign this Agreement.

2. Initial Franchise Fee. The following is added to Section 5:

   Notwithstanding the foregoing, the Initial Franchise Fee shall be $15,000.

3. Royalty Fee. The third and fourth sentences in Section 6.1 are deleted and replaced with:

   This six percent (6%) Royalty Fee applies to the first $250,000 of annualized Gross Revenue during the calendar year. Provided you are not in default under this Agreement or under any Collateral Agreement, the Royalty Fee is reduced to five percent (5%) of annual Gross Revenue of the Franchised Business between $250,000.01 and $500,000, and further reduced to four percent (4%) of annual Gross Revenue of the Franchised Business in excess of $500,000.01.

4. Mailer Program. Section 7.1 is deleted and replaced with:

   Simultaneously with signing this Agreement, you must sign the attached Mailer Services Agreement. The Mailer Services Agreement covers, among other things, the terms for the payment of the Mailer Services Fee. This Section covers your other obligations under the Mailer Program.

   Beginning at least one (1) week before the Opening Date and continuing throughout the Initial Term, you must arrange with us to produce (for a percentage of Designated Households in your Territory) and deliver to the United States Postal Service (or other mail delivery service that we designate) on a weekly basis the number of mailers set forth in the following chart:

No. of Customers	% of Designated Households in Territory for Which a Mailer Must Be Produced Per Week
0-75	9% of the Designated Households
76-125	10% of the Designated Households
126-175	11% of the Designated Households
176-225	12% of the Designated Households
Over 225	13% of the Designated Households

The number of mailers in the chart above is the minimum number of mailers that you are required to purchase on a weekly basis for a percentage of Designated Households in your Territory. The number of Designated Households in a Territory may fluctuate over time. If your weekly Gross Revenue equals or exceeds $13,000 for four (4) consecutive weeks, then you may control the number of mailers you purchase from us, provided that (a) the number of mailers you purchase on a weekly basis shall not be less than nine percent (9%) of the number of Designated Households in your Territory, and (b) if the weekly Gross Revenue falls below $13,000 in any two (2) out of three (3) consecutive weeks, then the number of mailers you must purchase on a weekly basis will be as set forth in this Section 7.1. The number of Designated Households is based on the number of Designated Households at the time you sign this Agreement. However, if we increase your Territory, the number of Designated Households also includes the number of Designated Households added at the time we increase your Territory.

Provided that you have operated the Franchised Business for the prior consecutive fifty-two (52) weeks and you are not in default of this Agreement or any other agreement with us, you may temporarily suspend your obligations under this Section 7.1 during any three (3) weeks (defined as Sunday through Saturday) per calendar year. You must provide written notice to us before you suspend your mailer obligations under this Section 7.1.

Further, after receipt of written notice from you (and our verification) that you have achieved at least two hundred twenty-five (225) Customers and achieved a Mark of Excellence ("MOE"), based on our then-current defined MOE level weekly termination rate, for an entire calendar quarter, we will reduce your mailer rate for the following calendar quarter from thirteen percent (13%) of Designated Households to twelve percent (12%) of Designated Households in your Territory. For added clarity, a "calendar quarter" is defined with reference to the following month groupings: January- March, April - June, July - September, and October - December. You are responsible for keeping track of your Customer count and weekly termination rate, and then providing us with written notice of the Customer count and your achievement of a MOE.

We have the right to formulate and design the content of the mailers. If we no longer provide this direct-mail service, we will use our best efforts, but have no obligation, to find a replacement company to provide similar services for you. If we, in our sole business judgment, determine that there is a more effective alternative method of advertising, we may discontinue the mailer services and require you to undertake at your cost other advertising as we direct.

Neither we nor our Affiliates make any representations regarding the accuracy of the mailing lists. We make no representation or warranty that the actual number of mailers produced by us (or our designee) on your behalf and delivered to the United States Postal Service (or other delivery service that we designate) will be delivered by the postal carrier to Designated Households in your Territory.

5. National Advertising Fund. The first two sentences in Section 7.2 are deleted and replaced with:

Commencing on the Opening Date, you must contribute to the National Advertising Fund, at the same time and in the same manner as the Royalty Fee, an amount equal to one percent (1%) of the weekly Gross Revenue of your Franchised Business (the "NAF Contributions"). We may increase the NAF Contributions above one percent (1%) of weekly Gross Revenue if fifty percent (50%) or more of our franchised businesses operating in Hometown Markets agree to the contribution change.

6. Capitalized Terms. Any capitalized term that is not defined in this Addendum shall have the meaning given to it in the Franchise Agreement.

7. Effect. Except as expressly provided herein to the contrary, the Franchise Agreement shall be and remain in full force and effect.

8. Counterparts. This Addendum may be executed in counterparts, and each copy so executed and delivered shall be deemed to be an original. Any signature by facsimile or scanned PDF shall be deemed an original signature.

Signatures on following pages

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date noted below.

If you are an Individual Franchisee, sign below:

_____
Printed Name of Individual Franchisee

_____, individually
Your Signature

_____
Date Signed by You

_____
Your Home Address (Street, City, State, Zip Code)

_____
Your Home Telephone Number

If you are a Business Entity Franchisee, sign below:

_____
Printed Name of Entity

_____
State of Formation / State of Principal Place of Business

_____
Printed Name and Title of Person Signing

_____
Signature

Date Signed_____

THE CLEANING AUTHORITY, LLC

By: _____

Print Name:_____

Title: (Vice) President

Date Signed: _____

PROMISSORY NOTE

Principal Amount: $_____ *[Not To Exceed $12,000]*
Effective Date: _____, 201__

1. Principal Amount. For value received, the undersigned ("Maker") hereby unconditionally promises to pay to the order of The Cleaning Authority, LLC, a Maryland limited liability company with its principal offices located at 7230 Lee Deforest Drive, Suite 200, Columbia, Maryland 21046 ("Holder"), in lawful money of the United States of America, the Principal Amount of _____ and 00/100 Dollars ($_____) together with interest, if applicable, as set forth in Section 2.B.(ii). The Principal Amount represents a portion the Territory Fee owed to Holder in connection with a The Cleaning Authority, LLC Franchise Agreement dated as of _____, 201_ ("Franchise Agreement").

2. Payment Related Terms.

A. Payment. Maker shall pay the Principal Amount to Holder in ____ (__) equal weekly installments due on Wednesday of each week in the amount of _____ and __/100 Dollars ($_____) commencing on _____ and with the final payment in the amount of _____ and __/100 Dollars ($_____) due on _____. The maximum number of weekly payments under this Note shall be one hundred and four (104) payments. The attached amortization schedule reflects the payment schedule and is incorporated into this Note.

B. Payment Arrangements. Unless otherwise designated in writing by Holder, the payment required by Section 2.A. shall be made to Holder by electronic funds transfer in accordance with the terms of the Electronic Funds Transfer Agreement attached to the Franchise Agreement as Attachment II. Maker shall be responsible for all costs and expenses incurred by Maker and Holder in connection with the electronic funds transfer.

C. Interest

(i) Interest at a rate of 12% per annum shall begin to accrue on the outstanding amounts due as of _____. Interest shall be calculated on the basis of a year of three hundred and sixty-five (365) days and charged for the actual number of days elapsed. Interest on the indebtedness evidenced by this Note shall in no event exceed the maximum amount permissible under applicable law ("Maximum Rate").

(ii) After the occurrence of a Default, this Note shall bear interest, payable on demand, at a rate equal to 18% per annum, until paid, but not to exceed the Maximum Rate whether before or after the entry of judgment hereon. Interest shall be calculated on the basis of a year of 365 days and charged for the actual number of days elapsed. Following a permitted cure or waiver of Default, this Note shall cease to bear interest. This provision does not constitute a waiver of any Default or an agreement by the Holder to permit any late payments.

(iii) If, at any time, the interest to be paid by Maker would exceed the Maximum Rate, the interest to be paid shall be reduced to the Maximum Rate, and Holder shall credit any payment in excess of the Maximum Rate to the Principal Amount or refund the excess to Maker. The terms and provisions of this paragraph shall control and supersede every other conflicting provision of this Note.

D. Prepayment. This Note may be prepaid at the option of Maker, in whole or in part, without penalty.

3. Assignment. This Note is personal to Maker and is not assignable by Maker. This Note is assignable by Holder without notice to or consent of Maker.

4. **Default.**

A. Any of the following events shall constitute an event of default ("Default"):

(i) Maker fails to pay any principal of or, if applicable, interest on this Note when the same shall become due, either by the terms hereof or by acceleration or otherwise; or

(ii) Maker or its affiliates or subsidiaries default on any agreement with Holder, or its affiliates or subsidiaries, including the Franchise Agreement.

B. Upon the occurrence of any Default, Holder may, at its option and in addition to any right, power or remedy permitted by law or equity, by written notice to Maker, declare the unpaid Principal Amount of this Note to be and the same shall thereupon be and become, forthwith due and payable in its entirety, together with, if applicable, accrued interest on that amount. A Default under this Note shall also constitute a Default under the Franchise Agreement. No waiver by Holder of any Default shall operate as a waiver of any other default or the same default on a future occasion.

5. **Waivers.** Maker hereby waives presentment and demand for payment, notice of non-payment, notice of dishonor, protest of dishonor, and notice of protest. All sums due under this Note shall be without relief from valuation and appraisement laws.

6. **Notices.** No notice, demand, request or other communication to Maker or Holder shall be binding unless the notice is in writing, refers specifically to this Note and **(A)** if to Maker, is addressed to _____, Email _____, Fax _____; and **(B)** if to Holder, is addressed to the address first given for Maker above (Attention: _____); Fax: _____. Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section 6. Notices shall be effective upon receipt (or first refusal of delivery) and may be: **(a)** delivered personally; **(b)** transmitted by facsimile or electronic mail to the number(s) or address(es) set forth above with electronic confirmation of receipt; **(c)** mailed postage prepaid, certified mail, return receipt requested; or **(d)** mailed via overnight courier.

7. **Enforcement.**

A. Choice of Law. This Note shall be governed by and construed in accordance with the laws of the State of Maryland.

B. Choice of Forum. Maker hereby submits to the personal jurisdiction of the state and federal courts located in Maryland, consents to venue in those courts, and agrees that Holder may, at Holder's option, enforce its rights under this Note in those courts.

C. Reimbursement of Costs. If Holder brings an action to enforce or collect this Note, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witnesses' fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, in contemplation of, or subsequent to the filing of, any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury. If Holder utilizes legal counsel (including in-house counsel employed by Holder or its affiliates) in connection with any failure by the undersigned to comply with this Note, Maker shall reimburse Holder for any of the above-listed costs and expenses incurred by it.

D. Miscellaneous. Maker acknowledges that its obligations under this Note are unconditional and separate from and independent of any other representations, warranties, commitments, agreements or

understandings, whether oral or written, express or implied, between Maker and Holder. The liability of each entity or individual who is included as the "Maker" shall be joint and several.

E. Severability. If, but only to the extent that, any provision of this Note shall be invalid or unenforceable, then, such offending provision shall be deleted from this Note, but only to the extent necessary to preserve the validity and effectiveness of this Note to the fullest extent permitted by applicable law.

F. Writing Required. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

G. Jury Trial Waiver. Maker waives, to the fullest extent permitted by applicable law, the right to a trial by jury in any action arising out of or relating to this Note or any Default under this Note,

[Signatures on following page]

IN WITNESS WHEREOF, Maker has executed this Note as of the date below.

WITNESS:

_____

Print Name:_____

MAKER:

_____

Print Name:_____

Date: _____

[insert amortization schedule]

GUARANTEE

In consideration of the willingness of The Cleaning Authority, LLC ("Holder") to permit _____ ("Maker") to pay a portion of the Territory Fee owed to Holder in connection with a The Cleaning Authority, LLC Franchise Agreement and pursuant to the foregoing Promissory Note ("Note"), the undersigned _____ ("Guarantors"), hereby personally and unconditionally: **(1)** guarantee to Holder and its successors and assigns that Maker shall punctually pay and perform each and every undertaking set forth in the Note; and **(2)** agree personally to be liable for Maker's Default under the Note.

Each Guarantor waives: **(a)** acceptance and notice of acceptance by Holder of the foregoing undertakings; **(b)** notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; **(c)** protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; **(d)** any right he may have to require that an action be brought against Maker or any other person as a condition of liability; **(e)** all rights to payments and claims for reimbursement or subrogation which any Guarantor may have against Maker arising as a result of the execution of and performance under this Guarantee by any Guarantor; **(f)** any law or statute which requires that Holder make demand upon, assert claims against or collect from Maker or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Maker or any others prior to making any demand upon, collecting from or taking any action against Guarantors with respect to this Guarantee; **(g)** any and all other notices and legal or equitable defenses to which he may be entitled; and **(h)** any and all right to have any legal action under this Guarantee decided by a jury.

Each Guarantor consents and agrees that: **(i)** his or her direct and immediate liability under this Guarantee shall be joint and several; **(ii)** he or she shall render any payment or performance required under the Note upon demand if Maker fails or refuses punctually to do so; **(iii)** such liability shall not be contingent or conditioned upon pursuit by Holder of any remedies against Maker or any other person; **(iv)** such liability shall not be diminished, relieved or otherwise affected by any amendment of the Note, any extension of time, credit or other indulgence which Holder may from time to time grant to Maker or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the term of the Note and for so long thereafter as there are monies or obligations owing from Maker to Holder under the Note; and **(v)** monies received from any source by Holder for application toward payment of the obligations under the Note and under this Guarantee may be applied in any manner or order deemed appropriate by Holder.

If any of the following events occur, a default ("Default") under this Guarantee shall exist: **(a)** failure of timely payment or performance of the obligations under this Guarantee; **(b)** breach of any agreement or representation contained or referred to in this Guarantee; **(c)** the appointment of a guardian for, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any Guarantor; and/or **(d)** the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any Guarantor. If a Default occurs, the obligations of Guarantors shall be due immediately and payable without notice.

All notices, requests and approvals under this Guarantee shall be in writing and shall be deemed to have been properly given if and when personally delivered, or five (5) days after being sent by certified or registered mail, postage prepaid, return receipt requested, or thirty-six (36) hours after being sent by Federal Express or other overnight courier service providing delivery confirmation, to the address of the party set forth below or at such other address as any of the parties hereto from time to time may have designated by written notice to the other party.

IF TO GUARANTORS: _____
_____
_____

_____
_____
_____

IF TO HOLDER: The Cleaning Authority, LLC
7230 Lee Deforest Drive, Suite 200
Columbia, Maryland 21046

This Guarantee shall be governed by and construed in accordance with the laws of the State of Maryland. Each Guarantor hereby submits to the personal jurisdiction of the state and federal courts located in Maryland, consents to venue in those courts, and agrees that Holder may, at Holder's option, enforce its rights under this Guarantee in those courts. **Each Guarantor waives, to the fullest extent permitted by applicable law, the right to a trial by jury in any action arising out of or relating to this Guarantee or any Default under this Guarantee.**

If Holder brings an action to enforce this Guarantee in a judicial proceeding, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury.

If Holder utilizes legal counsel (including in-house counsel employed by Holder or its affiliates) in connection with any failure by Guarantors to comply with this Guarantee, Guarantors shall reimburse Holder for any of the above-listed costs and expenses incurred by it.

This Guarantee is personal to the undersigned and is not assignable by Guarantors. This Guarantee is assignable by Holder.

If signed by more than one person or entity, the obligations hereunder shall be joint and several as to each signatory.

Guarantors acknowledge that their obligations under this Guarantee are unconditional and are separate from and independent of any other representations, warranties, commitments, agreements or understandings, whether oral or written, express or implied, between Guarantors and Holder, and that this Guarantee contains the entire agreement of Guarantors and Holder with respect to the subject matter of this Guarantee.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee as of the date first above written.

WITNESS:	**GUARANTORS:**
By:_____	By:_____
Print Name:_____	Print Name:_____
By:_____	By:_____
Print Name:_____	Print Name:_____

SECURITY AGREEMENT

This Security Agreement ("Agreement") is made and entered into as of _____, 20___, by and between _____ a _____ formed in _____ ("Debtor"), and The Cleaning Authority, LLC, a Maryland limited liability company ("Secured Party"), who agree as follows:

1. Recitals. This Agreement is made and entered into with reference to the following facts and circumstances:

A. Debtor and Secured Party entered into a The Cleaning Authority, LLC Franchise Agreement ("Franchise Agreement") under which Debtor was required to pay Secured Party a "Territory Fee;"

B. Debtor and Secured Party entered into a Promissory Note ("Note") on the same date as this Security Agreement ("Agreement") under which Secured Party agreed to permit Debtor to pay the Territory Fee on a payment plan;

C. Debtor is jointly and severally indebted to Secured Party in the principal amount of $_____ as evidenced by the Note (the "Indebtedness"); and

D. As a material inducement for Secured Party's accepting the Note, Debtor has agreed to secure Debtor's performance under the provisions and conditions of the Note, the Franchise Agreement, and any other debts Debtor owes to Secured Party by granting to Secured Party a security interest in the collateral described in this Agreement.

2. Grant of Security Interest. As security for: (i) Debtor's timely and complete payment of all amounts owing under the Note, the Franchise Agreement, and of any other debts Debtor owes to Secured Party; and (ii) Debtor's performance of all of the covenants, obligations and agreements contained in the Note, the Franchise Agreement, this Agreement and all other instruments and documents pertaining to, evidencing or securing the Note, the Franchise Agreement or other debts Debtor owes to Secured Party (and as those instruments and documents may be amended from time to time), Debtor hereby grants, transfers, and assigns to Secured Party a continuing security interest in the following items, property and rights (collectively, "Collateral"):

A. All of the personal property of Debtor now and hereafter situated at, used in connection with, relating to or deriving from those certain premises which are described on Exhibit A, attached hereto and incorporated herein by this reference ("Premises"), and the businesses conducted at such Premises, including, without limitation, all present and after acquired goods, accounts, documents, instruments, money, deposit accounts, chattel paper, inventory, equipment, supporting obligations, investment property, letter of credit rights, and general intangibles; and

B. Debtor's entire right, title and interest in and to all replacements, rents, profits, substitutions and(or) additions to or of those items referred to in subparagraph 2.A. above and in Exhibit A hereto, and any proceeds arising from the sale and(or) other disposition of the same (including, without limitation, sums payable for loss under insurance covering the Collateral).

3. Warranties; Protection of Collateral. Debtor warrants that it is the owner of the Collateral free of all liens except the lien created hereby. Debtor agrees that it (a) will properly maintain, repair and preserve the Collateral and insure the same against casualty loss by a policy of insurance covering such risks and in such amount as the Secured Party may require, with loss payable to Secured Party and will furnish certificates acceptable to Secured Party; (b) will pay in timely fashion all taxes which may become a lien on the Collateral; (c) except with Secured Party's prior written consent, Debtor will make no sale, contract to sell, lease, encumbrance or other disposition of the Collateral nor change its physical location from the Premises above designated; (d) will use the Collateral lawfully and only within insurance coverage and not use the Collateral so as to cause or result in any waste, unreasonable deterioration or depreciation; (e) will permit Secured Party to enter on Debtor's property and to inspect the Collateral at any reasonable time; (f) will not, with the exception of sales of inventory in the ordinary course of business, remove the Collateral from the Premises without the consent of Secured Party except when reasonably necessary for repair or to replace obsolete or worn out items of Collateral; and (g) will execute any additional agreements, assignments or documents that may be deemed necessary or advisable by Secured Party to effectuate the purpose of this Agreement and the protection of the Collateral.

4. Delivery and Perfection. Concurrently with the execution of this Agreement, if requested by Secured Party, Debtor shall execute and deliver to Secured Party one or more UCC-1 Financing Statements describing the Collateral, to be filed as Secured Party may deem appropriate. In addition, Debtor agrees to do all acts and things necessary to establish, maintain and continue perfected a first priority security interest in the Collateral in favor of Secured Party and to reimburse Secured Party for all expenses incurred, including legal fees and expenses, in seeking to collect the Indebtedness or in pursuing any of its rights hereunder.

5. Default. The following shall constitute a default by Debtor hereunder:

A. Any failure to comply with the provisions of this Agreement, or to perform any covenant contained herein.

B. Any default by Debtor under the Note or any failure to pay when due any portion of the Indebtedness, including, without limitation, any interest payable thereunder.

C. Any loss, theft, substantial damage or destruction of the Collateral or issuance of attachment, levy, garnishment or judicial process with respect to the Collateral.

D. Insolvency, bankruptcy, business failure, assignment for benefit of creditors or appointment of a receiver for Debtor or its property.

E. Secured Party deeming itself insecure, believing in good faith that the prospect of payment of the Indebtedness (or any portion thereof) or of performance of this Agreement, or any covenant contained herein, is impaired.

6. Rights and Remedies. In the event of a default hereunder, Secured Party shall have and shall otherwise be entitled to all rights and remedies provided for or allowed under law. In accordance with the foregoing, and without limitation, Secured Party shall be entitled to:

A. Take possession of and protect the Collateral, including the right to remove all persons from the Premises and take sole possession thereof.

B. If Secured Party is not then in possession of the Collateral, to require Debtor or any other person in possession of the Collateral to assemble it at Debtor's expenses and make it available to Secured Party at a reasonably convenient place, to be designated by Secured Party.

C. Retain the Collateral in satisfaction of Debtor's obligations, or dispose of the Collateral by public or private sale (at which sale the Secured Party may be a buyer), or commence operation of the Business for Debtor's account. Any sale or operation of the Business shall be deemed to be on Debtor's account unless Secured Party gives Debtor written notice of intent to retain the Collateral in satisfaction of Debtor's obligations. The proceeds of sale or operation for Debtor's account shall be applied in total or partial satisfaction of Debtor's obligations to Secured Party and for Secured Party's costs incurred in proceeding under this paragraph. All proceeds shall be applied first to cover Secured Party's costs, and second to satisfy Debtor's obligations to Secured Party. To the extent there is still any deficiency in the amount Secured Party is owed, Secured Party may collect the same from Debtor, and, to the extent that any excess proceeds exist (after the application of such proceeds as provided for herein and under the law), Secured Party shall pay the same to Debtor.

D. Declare any and all amounts outstanding under the Note to be immediately due and payable.

E. Reduce any claim against Debtor to judgment and enforce any such judgment against Debtor.

F. Take such steps as it may deem appropriate to foreclose upon or otherwise enforce the security interest(s) and lien of this Agreement to secure payment and performance of the Debtor's obligations under this Agreement and the Note.

G. Exercise any and all other rights and remedies available at law or equity or otherwise to Secured Party under this Agreement or the Note.

7. Nonwaiver. No delay or omission to exercise any right, power, or remedy accruing to Secured Party upon any breach or default of Debtor under this Agreement shall impair any such right, power, or remedy of Secured Party, nor shall it be construed to be a waiver of any such breach thereafter occurring, nor shall any waiver of any single breach or default theretofore occurring be deemed a waiver of any other breach or default. Any waiver, permit, consent, or approval of any kind under this Agreement, or any waiver on the part of the Secured Party of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law, or otherwise afforded to Secured Party, shall be cumulative and not alternative.

8. Notices. Unless otherwise specifically provided in this Agreement, all notices, demands, or other communications given hereunder will be in writing and will be deemed to have been duly delivered upon personal delivery or as of the second business day after mailing if sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Secured Party, to: The Cleaning Authority, LLC
7230 Lee Deforest Drive, Suite 200
Columbia, Maryland 21046

If to Debtor, to: _____
_____
_____

or to such other address as any party may designate to the others for such purpose in the manner set forth above.

9. Miscellaneous.

A. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the manners dealt with in this Agreement. In addition each party has had the opportunity to consult with experienced and knowledgeable legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

B. In the event of any dispute arising out of this Agreement, or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses incurred in any action, arbitration, mediation, or litigation, including without limitation court costs and reasonable attorneys' fees and disbursements.

C. Any provisions of this Agreement which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this Agreement.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Sole and proper venue for any action shall be in the state and federal courts in Maryland.

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

DEBTOR:

By: _____
Its: _____

SECURED PARTY:
The Cleaning Authority, LLC

By: _____
Its: : _____

EXHIBIT A TO SECURITY AGREEMENT

Premises and Collateral Description:

EXHIBIT M

RESALE ASSIGNMENT AND CONSENT AGREEMENT

RESALE ASSIGNMENT AND CONSENT AGREEMENT

This Resale Assignment and Consent Agreement (this "Agreement") is made and entered into by and among [ ] ("Franchisee"), [ ] (a "Franchisee Guarantor(s)") (Franchisee and Franchisee Guarantor(s) collectively referred to as "Assignor"), [ ] ("Assignee"), and The Cleaning Authority, LLC, a Maryland limited liability company having a principal place of business at 7230 Lee Deforest Drive, Suite 200, Columbia, MD 21046 ("Franchisor"). All capitalized terms not defined in this Agreement have the respective meanings set forth in the Old Franchise Agreement (as defined below). The effective date of this Agreement is the date Franchisor signs below (the "Effective Date").

RECITALS

A. Franchisor and Franchisee are parties to a Franchise Agreement dated [ ], including all exhibits, attached agreements, and addenda thereto (collectively, the "Old Franchise Agreement"), pursuant to which Franchisee was granted the right to operate a business in the Territory described in the Old Franchise Agreement (the "Franchised Business"). In connection with the execution of the Old Franchise Agreement, Franchisee Guarantor(s) executed an agreement to guarantee Franchisee's performance of its obligations under the Old Franchise Agreement.

B. Assignor desires to assign to Assignee all right, title and interest in the Franchised Business, including the franchise rights for the Franchised Business (the "Assignment"); Assignee wishes to accept the Assignment and, as of the Effective Date, assume all of the duties, obligations, and liabilities of Assignor related thereto by entering into a purchase and sale agreement with Assignor and by signing a franchise agreement with Franchisor.

C. Assignor represents that there is no dispute related to the offer and sale of the Old Franchise Agreement or the Franchised Business, and that Assignor has no claims against Franchisor under applicable laws, including but not limited to, if applicable, under the California Franchise Investment Law, California Franchise Relations Act, and Washington Franchise Investment Protection Act.

D. In consideration of Assignor's request for the Assignment and the representations, acknowledgments, warranties, and covenants set forth herein, Franchisor is willing to consent to the Assignment as of the Effective Date, subject to the provisions stated below, and Assignor agrees to settle all known and unknown claims it may have against Franchisor, if any, that may exist as of the Effective Date.

AGREEMENTS

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Effective as of the Effective Date, Assignor assigns to Assignee all right, title and interest in and to the Franchised Business, including the franchise rights for the Franchised Business. Effective as of the Effective Date, Assignee unconditionally assumes and accepts the Assignment and agrees to be bound by all duties, obligations, and liabilities of Assignor related to the Franchised Business, including without limitation all of Assignor's obligations to customers.

2. Signing of Current Form of Franchise Agreement. As a condition of Franchisor's consent to the Assignment, Assignee will sign Franchisor's then-current form of franchise agreement, including all exhibits, attached agreements, and addenda thereto (collectively, the "New Franchise Agreement"). Assignee acknowledges that the terms and conditions of the New Franchise Agreement may be different from the terms and conditions of the Old Franchise Agreement, including without limitation the fees and the territory. Prior to the Effective Date, Assignee shall execute and deliver the New Franchise Agreement,

dated and effective as of the Effective Date, along with an executed copy of this Agreement. Franchisor will not be bound by the New Franchise Agreement until it executes this Agreement.

3. Termination of Old Franchise Agreement. All parties agree that the Old Franchise Agreement is terminated, effective as of the Effective Date, with no further force and effect, except for the continuing rights and obligations identified in Section 12 below.

4. Status of Assignor Following Assignment. Upon and after the Effective Date and subject to the remainder of this Section 4 and Section 12 below, Assignor will have no interest in and will no longer be responsible or liable for (a) the Franchised Business, (b) the franchise rights for the Franchised Business, or (c) the Old Franchise Agreement. Assignor, however, will remain liable for any obligations related to the Old Franchise Agreement and the Franchised Business up to the Effective Date and all post-termination obligations in the Old Franchise Agreement.

5. Assignee Principals. If Assignee is an entity, Assignee represents and warrants to Franchisor and Assignor that the individuals and/or entities listed in Exhibit 1 are the sole owners of Assignee (the "Assignee Principals") with the ownership interests in Assignee as set forth in Exhibit 1.

6. Payment of Transfer Fee. As a transfer condition under the Old Franchise Agreement, on or before the Effective Date, Franchisor must receive the transfer fee required by the Old Franchise Agreement and, if applicable, any fees related to use of a third-party broker, agent, or consultant in connection with this transfer, as set forth in Exhibit 1.

7. Training. As a transfer condition under the Old Franchise Agreement, Assignee agrees to complete all initial training required under the New Franchise Agreement on or before the date that Franchisor designates in writing.

8. Payment of Fees Owed to Franchisor; Delivery of Reports. Assignor shall pay to Franchisor and its affiliates all fees owed, through the Effective Date, under or related to the Old Franchise Agreement, including all Royalty Fees, Advertising Fees and other fees (collectively, the "Fees Owed"). In addition, on or before the Effective Date, Assignor must deliver to Franchisor any and all reports required to be delivered under the Old Franchise Agreement.

9. Personal Guarantee. Each Assignee Principal must execute a personal guarantee in the form attached to the New Franchise Agreement and deliver same to Franchisor along with the executed copy of this Agreement and the New Franchise Agreement.

10. Representations, Warranties and Covenants.

A. Representations, Warranties and Covenants by Assignor and Assignee. Each of Assignor and Assignee acknowledges, represents, warrants and covenants that:

1. The purchase and sale of the Franchised Business that is contemplated hereunder will be consummated by the Effective Date;

2. Franchisor has not participated in the negotiations between Assignor and Assignee;

3. This Agreement and the New Franchise Agreement prevail over any conflicting terms contained in any other agreements between Assignor and Assignee relating in any way to the Franchised Business;

4. Any obligations of Assignee to Assignor will not limit or affect Franchisor's rights under this Agreement or the New Franchise Agreement.

5. All information provided to Franchisor by or on behalf of Assignor and Assignee in connection with this Agreement is correct and complete, and Assignor and Assignee each understands that Franchisor will rely upon such information;

6. For avoidance of doubt, the purchase and sale of the Franchised Business contemplated hereunder does not include the sale of any Customer data or accounts or other confidential or proprietary information of Franchisor or any of its affiliates; and

7. The purchase and sale of the Franchised Business between Assignor and Assignee will not result in any time period of non-service to any Customers.

B. Representations, Warranties and Covenants by Assignor. Assignor acknowledges, represents, warrants and covenants to Franchisor and Assignee that:

1. It owns all right, title and interest in and to the Franchised Business and the Old Franchise Agreement, free and clear of any mortgage, lien, encumbrance, or claim of any kind, and it has not assigned any or all of its interest in the Franchised Business or the Old Franchise Agreement to any third party;

2. Assignor has complied with its obligations under the Old Franchise Agreement;

3. There is no dispute related to the offer and sale of the Old Franchise Agreement or the Franchised Business, and Assignor has no claims against Franchisor under applicable laws; and

4. It has full power, authority, and capacity to enter into and perform its obligations under this Agreement.

C. Representations, Warranties and Covenants by Assignee. Assignee acknowledges, represents, warrants and covenants to Franchisor and Assignor that:

1. It has performed its own due diligence with respect to the Franchised Business, including all interests, rights, liabilities, contracts and other assets that relate to the Franchised Business;

2. Franchisor has no liability arising from Assignee's acquisition of the Franchised Business and has not made any representations or warranties to Assignee in connection with Assignee's acquisition of the Franchised Business except as specifically set forth in the New Franchise Agreement and any franchise disclosure document delivered to Assignee;

3. It has full power, authority, and capacity to enter into and perform its obligations under this Agreement; and

4. For the avoidance of doubt, Assignee has not entered and will not enter into any agreement that purports to give any party, except Franchisor, any interest in or rights under the New Franchise Agreement in the event that Assignee defaults under the Franchise Agreement or any other agreement related to the purchase and sale of the Franchised Business.

11. Indemnification.

A. Assignor, for itself, its heirs, successors and assigns, agrees to indemnify, defend, and hold harmless Franchisor, its affiliates, successors, assigns, officers, directors, employees, agents, and each of them, against any and all liabilities, losses, damages, actions, claims, costs (including reasonable attorneys' fees), or expenses (collectively, "Losses") of any nature resulting, directly or indirectly, from: (i) any misrepresentations or breach of warranty by Assignor under this Agreement; (ii) the Assignment; or (iii) any claim, suit or proceeding initiated by or for a third party(s), now or in the future, that arises out of or relates to the Old Franchise Agreement or the operation of the Franchised Business prior to or on the Effective Date.

B. Assignee and each Assignee Principal, for itself/himself/herself, its/his/her heirs, successors and assigns, agrees to indemnify, defend, and hold harmless Franchisor, its affiliates, successors, assigns, officers, directors, employees, agents, and each of them, against any and all Losses of any nature resulting, directly or indirectly, from: (i) any misrepresentations or breach of warranty by Assignee under this Agreement; or (ii) the Assignment.

12. Continuing Rights and Obligations. Assignor will comply with all post-termination obligations set forth in the Old Franchise Agreement and any other provisions of the Old Franchise Agreement which, by their nature, survive termination or expiration of the Old Franchise Agreement. Without limiting the generality of the foregoing, Assignor shall remain responsible for: (1) payment of all outstanding fees, charges and other amounts due to Franchisor and its affiliates related to the time period on or before the Effective Date, (2) all indemnification and hold harmless obligations of Assignor, including for claims that arise after the Effective Date out of events that occurred on or prior to the Effective Date; (3) all confidentiality obligations of Assignor; and (4) all post-termination restrictions on competition and post-termination requirements to cease using the trademarks of Franchisor.

13. Consent to Assignment. A condition of Franchisor's consent to the Assignment is the satisfaction of all the transfer, assignment, and sale provisions of the Old Franchise Agreement. Subject to Assignor's and Assignee's compliance with all of the terms of this Agreement, by signing this Agreement, Franchisor consents to the Assignment in accordance with the terms and conditions of this Agreement. Assignor and Assignee acknowledge that Franchisor, in consenting to the Assignment, is relying upon the representations, warranties, covenants, and acknowledgments of Assignor and Assignee in this Agreement. Franchisor's consent to the Assignment will not result in any waiver of any rights nor a release by Franchisor under the Old Franchise Agreement or New Franchise Agreement, and it is not a consent to any additional or subsequent transfers or assignments.

14. Release by Assignor. Assignor (for any party that is an individual, on behalf of himself / herself and his/her heirs, representatives, successors and assigns, and for any party that is an entity, on behalf of its affiliates and their respective current and former owners, officers, directors, shareholders, partners, employees, predecessors, successors, attorneys, agents, representatives, and assigns and all other persons or entities acting on their behalf or claiming under any of them) (collectively and individually referred to as the "Assignor Releasors"), hereby release and discharge Franchisor, its affiliates and subsidiaries, and their respective current and former officers, directors, shareholders, partners, employees, predecessors, successors, attorneys, agents, representatives, and assigns (collectively and individually referred to as the "Franchisor Releasees"), from any and all suits, claims, liabilities, demands, promises, obligations, costs, expenses, actions and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected, which any of the Assignor Releasors now owns or holds or has previously owned or held or may at any time own or hold against Franchisor Releasees arising under, in connection with, or related to the Old Franchise Agreement, any other agreement between Assignor and Franchisor, the Franchised Business, or the

relationship between Assignor and Franchisor through the Effective Date (collectively referred to as "Assignor Claims").

15. Release by Assignee. Assignee, Assignee Principals (if any), and their heirs, affiliates and their respective current and former owners, officers, directors, shareholders, partners, employees, predecessors, successors, attorneys, agents, representatives, and assigns and all other persons or entities acting on their behalf or claiming under any of them (collectively and individually referred to as the "Assignee Releasors"), release and forever discharge the Franchisor Releasees of and from any and all Claims, whether known or unknown, vested or contingent, which Assignee Releasors may now or in the future own or hold, that in any way relate to the Assignment (collectively referred to as "Assignee Claims").

For avoidance of doubt, the Assignee Releasors and Franchisor Parties acknowledge and agree that the release by the Assignee Releasors does not relate to the offer and sale of the New Franchise Agreement.

16. Acknowledgement of Releasors. The releases set forth in this Agreement are intended by the Assignor Parties and Assignee Parties (collectively, the "Releasors") to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of one of the Releasors. In making this voluntary express waiver, the Releasors acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Releasors' intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The Releasors acknowledge that they have had adequate opportunity to gather all information necessary to enter into this Agreement and release and need no further information or knowledge of any kind that would otherwise influence their decision to enter into this Agreement.

THE RELEASORS, FOR THEMSELVES AND THEIR HEIRS, SUCCESSORS AND ASSIGNS, HEREBY EXPRESSLY, VOLUNTARILY, AND KNOWINGLY WAIVE, RELINQUISH AND ABANDON EACH AND EVERY RIGHT, PROTECTION, AND BENEFIT UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED IN THIS AGREEMENT BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS THAT THE ASSIGNOR RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT. The scope of this waiver includes waiver of each and every right, protection, and benefit to which Releasors may be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, if applicable, as well as under any other statutes or common law principles of similar effect to said Section 1542, if applicable, whether now or hereafter existing under the laws of California or any other applicable federal or state law with jurisdiction over the parties' relationship. The Releasors acknowledge that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The Releasors acknowledge that the releases herein and the foregoing waiver are an essential, integral and material term of this Agreement. The Releasors agree that fair consideration has been given by Franchisor for the releases set forth in this Agreement, and the Releasors fully understand that this is a negotiated, complete and final release of all claims. The Releasors further acknowledge and agree that no violation of this Agreement shall void the releases set forth herein. The Releasors represent and warrant that they are the sole owners of all claims and rights released and that the Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim released. The Releasors acknowledges

that the releases set forth herein shall be a complete defense to any claim released; and consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such claim.

17. Entire Agreement. This Agreement, and the documents referred to herein, constitute the entire agreement among the parties with respect to the subject matter hereof. No amendment will be binding unless in writing and signed by the party against whom enforcement is sought. All representations, warranties, agreements, and all other provisions of this Agreement which by their terms or by reasonable implication are intended to survive the closing of this transaction, will survive it.

18. Notices. All notices or other communications hereunder will be in writing and mailed, sent or delivered to the respective parties to this Agreement at or to their respective mailing addresses set forth below their names on the signature pages of this Agreement, or at or to such other address as shall be designated by any party in a written notice to the other parties to this Agreement. All such notices and other communications will be deemed to be delivered when (A) delivered by hand, (B) sent by first class or priority mail, overnight FedEx, or overnight UPS, or (C) received by regular U.S. mail. If Assignor, Franchisee Guarantor(s), or Assignee ceases to maintain the mailing address set forth below their name on the signature pages of this Agreement and fails to provide written notice of another address, then notices or other communications hereunder may be sent and delivered to the e-mail addresses set forth below that party's name on the signature pages of this Agreement. All notices and other communications via e-email shall be deemed to be delivered when sent.

19. Waiver. Except as specifically provided herein, no provision of this Agreement, nor any action by Franchisor prior to the date hereof, shall be construed as a waiver by Franchisor of any right under the Old Franchise Agreement, New Franchise Agreement, any guaranty agreement, or any other agreement or applicable law, including, without limitation, any right with respect to any default under the Old Franchise Agreement or other agreement.

20. Representation by Counsel. Each party acknowledges that it has had adequate opportunity to consult with an attorney of its choice, including with respect to the release of claims set forth herein. If a party hereto is a resident of Washington, incorporated in Washington, or has its principal place of business in Washington, each such party acknowledges and agrees that it has been represented by independent legal counsel of its respective choice, including with respect to the full and final release of claims set forth herein.

21. Dispute Resolution. Any dispute that arises under, out of, in connection with or in relation to this Agreement must be resolved pursuant to the dispute resolution procedures set forth in the Old Franchise Agreement, except if any such dispute does not involve Assignor then it must be resolved pursuant to the dispute resolution procedures set forth in the New Franchise Agreement.

22. Governing Law/Venue. This Agreement will be construed and enforced in accordance with the provisions of the Old Franchise Agreement in the case of the Assignor and the New Franchise Agreement in the case of the Assignee.

23. Attorneys' Fees and Costs. The prevailing party in any legal proceeding to enforce the terms of this Agreement is entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party or parties.

24. Miscellaneous. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

25. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute but one and the same agreement. Delivery

of an executed signature page to the Agreement by scanned .pdf by email, electronic signature, or other electronic delivery shall be effective as delivery of a manually signed counterpart of this Agreement.

[*Signatures on following page*]

The parties have executed this Agreement by their authorized representatives as of the Effective Date.

FRANCHISEE:

[_____]

By: _____
Name:
Title:
Address [street, city, state, zip code]:
Email:

Date: _____

FRANCHISEE GUARANTORS:

[_____]

By: _____
Name:
Address [street, city, state, zip code]:
Email:

Date: _____

[_____]

By: _____
Name:
Address [street, city, state, zip code]:
Email:

Date: _____

ASSIGNEE:

[_____]

By: _____
Name:
Address [street, city, state, zip code]:
Email:

Date: _____

FRANCHISOR:

The Cleaning Authority, LLC

Signed: _____
Printed Name:

Its:
Address: 7230 Lee Deforest Drive, Suite 200, Columbia, MD 21046

Effective Date: _____, 20__

EXHIBIT 1
Ownership Interests in Assignee and Transfer Fee Information

Name of Assignee Principal	Percentage of Ownership in Assignee (total must equal 100%)
Total	**100%**

Transfer Fee:

Additional Broker, Agent or Consultant Fees:

EXHIBIT N

RECEIPTS

RECEIPT

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

Except as noted below, if The Cleaning Authority, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If The Cleaning Authority, LLC offers you a franchise in New York, we must give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. If The Cleaning Authority, LLC offers you a franchise in Iowa or Michigan, we must 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 The Cleaning Authority, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is The Cleaning Authority, LLC, located at 7230 Lee Deforest Drive, Suite 200, Columbia, Maryland 21046. Its telephone number is (410) 740-1900.

Issuance Date: May 1, 2019

The name of each franchise seller offering The Cleaning Authority, LLC franchise located at 7230 Lee Deforest Drive, Suite 200, Columbia, Maryland 21046 and telephone number (410) 740-1900 is as follows:

- ☐ John Patrick Dannelly – Chief Financial Officer
- ☐ Lydia Johnson – Brand Development Manager
- ☐ Katie Dills – Director of Operations
- ☐ Donna Jordan – Franchise Development Manager
- ☐ Brenda Maguire – Communications Manager
- ☐ Heather McLeod – Chief Marketing Officer
- ☐ Alicia Miller – Marketing Manager & Graphic Designer
- ☐ Leanne Stapf – Chief Operating Officer
- ☐ Joel Strunk – Chief Information Officer
- ☐ Jeff Weddle – Brand Development Manager
- ☐ Rob Weddle – Chief Executive Officer
- ☐ Iric Wexler – Chief Development Officer
- ☐ Monica Wille – Operations Representative
- or ☐ _____

The Cleaning Authority, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a Disclosure Document dated May 1, 2019 that included the following Exhibits:

A. LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
B. STATE SPECIFIC ADDENDA TO DISCLOSURE DOCUMENT
C. FRANCHISE AGREEMENT (INCLUDING ALL EXHIBITS)
D. STATE SPECIFIC ADDENDA TO FRANCHISE AGREEMENT
E. FINANCIAL STATEMENTS
F. BRAND STANDARDS MANUAL SUITE TABLE OF CONTENTS
G. FRANCHISEE LIST
H. RENEWAL ADDENDUM
I. QUESTIONNAIRE
J. FORM OF GENERAL RELEASE AGREEMENT
K. USER AGREEMENT
L. HOMETOWN MARKETS: ADDENDUM TO FRANCHISE AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT
M. RESALE ASSIGNMENT AND CONSENT AGREEMENT
N. RECEIPTS

_____ _____ _____

Date Signature Printed Name

Please sign this copy of the receipt, date your signature, and keep this copy for your records.

Prospective Franchisee's Copy

RECEIPT

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

Except as noted below, if The Cleaning Authority, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If The Cleaning Authority, LLC offers you a franchise in New York, we must give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. If The Cleaning Authority, LLC offers you a franchise in Iowa or Michigan, we must 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 The Cleaning Authority, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

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- or ☐ _____

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M. RESALE ASSIGNMENT AND CONSENT AGREEMENT
N. RECEIPTS

_____ _____ _____

Date Signature Printed Name

Please sign this copy of the receipt, date your signature, return the signed Receipt to: Iric Wexler, Chief Development Officer of The Cleaning Authority, LLC, 7230 Lee Deforest Drive, Suite 200, Columbia, Maryland 21046.

Franchisor's Copy