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FRANCHISE DISCLOSURE DOCUMENT

Prestige Worldwide Inc. A California Corporation
dba Vanguard Cleaning Systems of the Southern Valley
5301 Office Park Drive Ste. 220
Bakersfield, CA 93309
661-395-3009 559-473-1790
jsorrell@vanguardcleaning.com
www.vanguardcleaning.com

Our franchisees operate independent businesses (VCS Businesses) providing commercial janitorial services under the Vanguard Cleaning Systems® trade name

The total estimated investment necessary to begin operation of a VCS Business franchise is between $5,500 to $36,600 This includes between $5,000 and $32,900 that must be paid to the franchisor, depending on whether you choose a Vanguard Cleaning Systems Business Plan under your franchise agreement and whether the initial franchise fee is paid in cash or financed

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

You may wish to receive your Disclosure Document in another format that is more convenient for you To discuss the availability of disclosures in different formats, contact Vanguard Cleaning Systems of the Southern Valley at 5301 Office Park Drive Ste 220, Bakersfield, CA 93309 and 661-395-3009 or 559-473-1790

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

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

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

Issuance Date April 20, 2017, as amended October 1, 2017

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 administrators listed in Exhibit G 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 BY ARBITRATION ONLY IN CALIFORNIA OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA 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 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective Date _____ (Pending)

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Exhibits

Exhibit A	Franchise Agreement Ex A – Optional Business Plans and Related Terms Ex B – Promissory Note Ex C – Form of Personal Guaranty Ex D – Independent Contractor Acknowledgement
Exhibit B	Products Package and Price List
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Exhibit D	List of Active Unit Franchisees of the Southern Valley
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Exhibit E	Financial Statements
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Exhibit I	General Release of Claims
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Exhibit M	Unit Franchisee Account Assignment Agreement and Master Franchisee Consent
Exhibit N	Receipt of Franchise Related Documents
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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor, Its Predecessor

In this Disclosure Document "We," "Us" or "the Region" means Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley, the company offering this franchise "Vanguard" means Vanguard Cleaning Systems, Inc , our master franchisor Since we require new franchisees to be a corporation or a limited liability company with a minimum of 1 employee, "you" means the company that buys the franchise and each shareholder or member of that franchisee entity Capitalized terms not defined in this Disclosure Document have the meaning described in the Franchise Agreement ("Franchise Agreement" or "Agreement") attached as Exhibit A to this Disclosure Document

We are a Corporation formed in the State of California on April 6, 2009 We do business under the name Vanguard Cleaning Systems of the Southern Valley Our principal office is located at 5301 Office Park Drive Ste 220, Bakersfield, CA 93309

Our agent for service of process is Jeff Sorrell whose address is 5301 Office Park Drive Ste 220, Bakersfield, CA 93309

We have no parent or predecessor required to be disclosed in this Item

We do not have any affiliates that offer goods or services to our franchisees or that offer or sell franchises in any line of business

Business of the Franchisor and the Franchise Offered

Our business is the offer and sale of franchises for independently owned and operated businesses that specialize in commercial janitorial services under the form of Franchise Agreement attached as Exhibit A and are licensed to operate under the Vanguard Cleaning Systems service marks (each, a "VCS Business") Neither we nor our employees perform commercial cleaning services

We have a Master Franchise Agreement with Vanguard Cleaning Systems, Inc ("Vanguard") to offer these VCS Business franchises in our Development Area, which consists of Kern County, Tulare County, Kings County, Fresno County and the Santa Clarita Valley in Northern Los Angeles County Our Master Franchise Agreement is dated March 9, 2009, has an initial term of 20 years and is renewable by us for an additional 20 years, subject to certain conditions If we grant you a franchise, your contractual relationship will be with us Vanguard does not sign and is not a party to the agreements we make with our franchisees

Our franchisees are licensed to use processes, standards, know-how and other proprietary information, called the "System", as well as the Vanguard Cleaning Systems® service marks, logo and other commercial symbols (the "Marks ")

There are no regulations specific to the janitorial and building maintenance business known to us Like other businesses, you may be subject to generally applicable laws like

worker's compensation, OSHA regulations, environmental regulations, privacy and data protection laws and others These regulations may require you to undertake measures for the protection of employees and the public You should contact local and state authorities for detailed information on these requirements

The market for your VCS Business, commercial janitorial services, is fairly well developed Additional growth is expected from new business construction and the trend toward outsourcing janitorial and maintenance work Accounts include owners or operators of business and professional offices, as well as commercial, industrial and medical facilities Competition includes nationally franchised and local commercial janitorial and building maintenance businesses

Prior Business Experience

We have offered VCS Business franchises since June 25, 2009 We have never offered franchises in any other line of business

The Franchised Business

If you become our franchisee, you will be a VCS Business You will be licensed to use the Vanguard Cleaning Systems business System to offer commercial janitorial services under the Vanguard Cleaning Systems Marks to VCS Accounts on Account sites

This Disclosure Document summarizes certain key features of our VCS Business franchise You must refer to the Franchise Agreement attached as Exhibit A to this Disclosure Document for complete information You should understand that if you become an owner of a Vanguard Cleaning Systems franchisee, you will be an independent business owner and solely responsible for the day to day operations of that business, including the hiring, firing, management and discipline of your own employees and all of the terms and conditions of their employment The people you select to work in your VCS Business will be your agents and employees They will not be our or Vanguard's employees or agents

Owning a franchised business also involves economic risks These risks may be greater for a new business with limited experience, such as a new franchise business Any revenue, sales volume, profit and possible success you achieve are primarily dependent on your financial, management and other resources, your business, marketing, management judgment and other personal skills, your willingness to work hard and your proper use of the Vanguard Cleaning Systems franchised System We cannot and do not guarantee your success or any income level

Master Franchisor Information

Vanguard is a California corporation incorporated in April 1984 Vanguard does business under the name "Vanguard Cleaning Systems" and "Vanguard " Vanguard's principal office is located at 655 Mariners Island Blvd , Suite 303, San Mateo, California, 94404 Vanguard offers a Master Franchise for qualified persons to operate as Vanguard's subfranchisors (like the Region) within certain geographic markets The Master Franchise is not being offered to you It is the subject of a separate Disclosure Document The System and the Marks belong to Vanguard, and the Region has a license to use them in offering and supporting our franchises Vanguard is

engaged exclusively in the business of licensing the System and providing support services to master franchisees like us Neither it nor its employees perform commercial cleaning services

Vanguard offered VCS Business franchises from April 1984 through June 2013, but no longer does so Vanguard has never offered or sold any other franchises

ITEM 2
BUSINESS EXPERIENCE

Our Management·

Jeff Sorrell Vice President

Jeff Sorrell is the Region's Director, Vice President and is in charge of business development Prior to the Region's formation Mr Sorrell was President of Accurate Appraisal Service, Bakersfield, California, where he was a licensed real estate appraiser involved in valuation, report writing, consulting, marketing and sales of residential real estate since 1991

Carol Sorrell President

Carol is the President and Secretary of the Region Ms Sorrell began her career at Kern Health Systems in 1994 as Chief Operating Officer and was promoted to Chief Executive Officer in 1996 Ms Sorrell left Kern Health Systems in September of 2011 to join Bakersfield Family Medical Care in February 2012 Ms Sorrell is currently the Chief Operation Officer for Bakersfield Family Medical Care

Casey Sorrell: Sales, Marketing and Operations

Casey Sorrell joined the region in May of 2012 and is in charge of sales and marketing for the Kern County area Mr Sorrell graduated from Fort Hays State University in Hays Kansas June, 2013

Amber Bynum· Office Manager and Field Representative

Amber Bynum is the Office Manager and is active in operations and training for the region Ms Bynum has extensive prior experience as an office manager, business owner and book keeping methods Ms Bynum joined Vanguard Cleaning Systems of the Southern Valley in September of 2017

Joanna Hearron Field Representative

Joanna Hearron joined Vanguard Cleaning Systems of the Southern Valley February of 2015 as a full time field representative Ms Hearron is responsible for operational management of the client base and is active in training opportunities for the region Prior to joining Vanguard Cleaning Systems of the Southern Valley Ms Hearron was active with Global Family Care Network as the Overseas Network Facilitator

Violet DeLeon Field Representative

Violet DeLeon joined Vanguard Cleaning Systems of the Southern Valley February of 2017 as a full time field representative Ms Deleon is responsible for operational management of the client base and is active in training opportunities for the region Prior to joining Vanguard Cleaning Systems of the Southern Valley Ms Deleon was employed with Aguilers Professional Services

Vanguard's Management.

Raymond Lee: President; Director; Chief Financial Officer

Mr Lee has been the President and Chief Financial Officer for and a Director of Vanguard since February 1995, and Chief Financial Officer and a Director of RR Franchising, Inc since its inception in February, 2013

Jim Foley· Senior Vice President, Master Franchise Development

Mr Foley is Senior Vice President, Master Franchise Development He joined Vanguard in January 2009 as Director, Master Franchise Operations, and was promoted to Vice President Master Franchise Operations in May 2009 and to his current position in August 2014

Steve McConnell Vice President, Marketing

Mr McConnell joined Vanguard in April 2014 From January 2012 to March 2014 he was Vice President, Marketing for Talk-Free Inc in San Mateo, California

Eric Last. Franchise Development Director

Mr Last has been Vanguard's Franchise Development Director since January 2005

ITEM 3
LITIGATION

The Region

No litigation is required to be disclosed in this Item by us

Master Franchisor

Pending Litigation:

Luiz Tomaz Da Costa, Flavio Melo Filho, Geraldo Dimas Figueiredo, Sebastiao Matos, Dominga Almonte, Laura Abreu, and Rafael Abreu on behalf of themselves and all others similarly situated v Vanguard Cleaning Systems, Inc , and Ztico, Inc d/b/a Vanguard Cleaning Systems of Southern New England (Commonwealth of Massachusetts Superior Court, Middlesex County, Docket No 1581CV04743 (Filed June 26, 2015) A First Amended Class Action Complaint was filed on August 19, 2015

The plaintiffs are former unit franchisees of Ztico, Inc ("Ztico") They claim to be representatives of a class and have filed this action on behalf of the class' members The complaint alleges that the plaintiffs are employees of Ztico and Vanguard Cleaning Systems, Inc ("Vanguard") that have been misclassified as independent contractors in violation of Massachusetts and Connecticut law The complaint also alleges other wage-based claims The plaintiffs seek to have the class certified and to obtain restitution, unspecified damages, statutory multiplying of damages, attorneys' fees and costs, and an injunction against the alleged practices Ztico, which was an independently owned and operated Rhode Island-based master franchisee of Vanguard, was dismissed from the lawsuit with prejudice on November 12, 2015 pursuant to a settlement agreement with the plaintiffs Vanguard, by comparison, has never had a contractual relationship with any of the plaintiffs and has actively defended against the allegations and claims lodged against it On September 29, 2017, the Massachusetts Superior court issued a ruling on cross motions for summary judgment previously filed by the parties relating to the claims brought by four of the named plaintiffs The court allowed the plaintiffs' motion for summary judgment, finding that the named plaintiffs were misclassified as independent contractors under Massachusetts and Connecticut law, as applicable, despite Vanguard's lack of a contractual relationship or contact with any of the named plaintiffs and their independent businesses The court denied Vanguard's motion The judgment is not final, and Vanguard is continuing to vigorously defend this matter

Other than this one action, no litigation is required to be disclosed in this Item about Vanguard or the Region

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item

ITEM 5
INITIAL FEES

You must pay us a $5,000 initial franchise fee in full at the time that you sign the Franchise Agreement The initial franchise fee is non-refundable except in the following instance You have a right to terminate the Franchise Agreement on written request within 30 days of the Effective Date of the Agreement In that case, we will return the amount of the initial franchise fee we received from you before the refund date if you sign our form general release The initial franchise fee is otherwise non-refundable The initial franchise fee is payable regardless of whether you obtain a VCS Business Plan or not Optional Business Plans are described below in this Item 5 and in Item 6 of this Disclosure Document

We offer qualified Veterans of the U S Armed Forces a 10% reduction on the initial franchise fee In addition to meeting our standard franchisee qualifications, you must have received an honorable discharge and must own at least 50% of the franchisee Business Entity You must advise us of your veteran status and provide evidence satisfactory to us that you meet applicable qualifications before signing any Franchise Agreement

Additionally, we may in our discretion discount the initial franchise fee to $3,500 for franchise candidates who are currently conducting commercial cleaning business operations

We may on occasion be asked to offer a franchise to someone who is relocating to our region and who is an existing franchisee of a Vanguard master franchisee in a different region in the Vanguard Cleaning Systems franchise organization In those cases, the franchisee will have already received start up assistance from the master franchisee Under those circumstances we may choose to waive or to offer a discounted initial franchise fee

We offer franchisees a Products Package that contains various commercial cleaning supplies and equipment, as described on Exhibit B of this Disclosure Document You may purchase this Products Package from us, but are not required to buy it or the items contained in the package The current cost of the package from us is approximately $1,300 and is non-refundable Package contents and prices are subject to change by us If you choose to purchase the Products Package from us, you will sign a Purchase Agreement similar to the one attached as Exhibit C to this Disclosure Document Please also refer to the Purchase Agreement and to Item 10 of this Disclosure Document for information about any package financing that may be available

After they have met their pre-opening obligations, new franchisees also are offered the opportunity to select an optional Business Plan that includes 1 or more commercial janitorial account (each a "VCS Account") Transfers from us A "Transfer" of an Account gives you ownership and control of the Account, subject to our reversion rights and our right to perform Business Support Services for the Account A description of when an Account might revert to us is provided in Item 12 of this Disclosure Document You are not required to obtain a Business Plan If you decide to select a Business Plan, you will pay us a Business Plan Referral Fee for your chosen Plan when you and we sign Exhibit A of the Franchise Agreement We set the Business Plan Referral Fee according to the dollar amount of annual services billings ("Service Billings") anticipated to be generated by the Business Plan Accounts we Transfer to you The various Business Plans and applicable fulfillment periods (each, a "Fulfillment Period") are identified on Exhibit A of the Franchise Agreement The Business Plan Referral Fees range from $7,000 to $31,000 If you select a Business Plan and pay the full Business Plan Referral Fee in a lump sum when you select your plan, we discount the applicable Business Plan Referral Fee by 10% Refer to Items 6 and 10 for more detailed information on possible Business Plan selections Business Plan Referral Fees are partially refundable, as described in Item 6

The fees described in this Item are uniform as to all new franchisees who receive this offer We have the right to change the amount of the initial franchise fees in the future, but have no immediate plans to do so

ITEM 6
OTHER FEES

The fees described below are paid to us and none are collected on behalf of any third party The fees listed below are currently uniform as to all franchisees who receive this offer However, we may negotiate different rates or fees with other franchisees when we think

appropriate and to the extent permitted under applicable law We also may change the type and amount of fees offered to new or renewing franchisees in the future

NAME OF FEE (See Note 6.)	AMOUNT	DUE DATE	REMARKS
Business Plan Referral Fee	$7,000 – $31,000	If you select a Business Plan, payable when you sign Exhibit A of the Franchise Agreement	See Note 1 If any portion of the fee is financed, your note payments are deducted on the 28th day of each month from amounts collected from Accounts your VCS Business services (See Note 2 and Item 10 on financing)
Royalty	10% of your monthly gross revenues	Deducted on the 28th day of each month from amounts collected from VCS Accounts your VCS Business services and deposited to the VCS Clearing Account (See Note 2)	Monthly gross revenues include all amounts due from VCS Accounts your VCS Business services, including any amounts you collect Balance of amounts we collect remitted to you on the 28th day of each month after deduction of amounts due to us Revenue from any ancillary services/products sold to VCS Accounts in compliance with the Franchise Agreement is not subject to royalty, Business Support Services fees or other compensation due us

NAME OF FEE (See Note 6)	AMOUNT	DUE DATE	REMARKS
Business Support Fee	5% of your monthly gross revenues	Deducted on the 28th day of each month from amounts collected from VCS Accounts your VCS Business services and deposited to the VCS Clearing Account (See Note 2)	See remarks above
Marketing Fee	The Marketing Fee is established between you and us when an Additional Account is offered and can vary Currently it is usually 4 times the first full month's gross Service Billings for each Additional Business Transfer above any initial Business Plan, but is subject to change by us on a case by case basis	Due in full at the time you accept an Additional Business Transfer Financing may be offered and, if so, payments due are deducted on the 28th day of each month from amounts collected from VCS Accounts your VCS Business services and deposited to the VCS Clearing Account (See Note 2) (See Item 10 on financing)	We are not obligated to supply Additional Business You are not obligated to accept Additional Business After we have met any initial Business Plan obligations, this Fee also applies to any increase in existing Account business, however, the fee does not apply to Vanguard Cleaning Systems Accounts you solicit and obtain (See Note 3) The Fulfillment Period for Additional Business Transfers is 120 days

NAME OF FEE (See Note 6)	AMOUNT	DUE DATE	REMARKS
Products/Equipment Purchase	Depends on what items are purchased	At the time you make your purchase, financing may be offered, and, if so, payments due are deducted on the 28th day of each month from amounts collected from VCS Accounts your VCS Business services and deposited to the VCS Clearing Account	For franchisees who choose to purchase from us (See Note 4 and Item 10)
Special Services	The fee is usually set as a percentage of the Service Billings for the requested services and is subject to change by us Currently, it is generally between 10% and 15% of the Service Billings , depending on your role in getting the business (See Note 5)	Deducted on the 28th day of each month from amounts collected from VCS Accounts your VCS Business services and deposited to the VCS Clearing Account (See Note 2)	Special Services are non-routine services, such as carpet cleaning, floor finishing, etc

NAME OF FEE (See Note 6.)	AMOUNT	DUE DATE	REMARKS
Substitute Services Reimbursement	Expenses we incur in arranging for substitute third party Account servicing to preserve Account good will	Due on demand and deducted on the 28th day of an applicable month from amounts collected from Accounts your VCS Business services and deposited to the VCS Clearing Account (See Note 2)	May be necessary for brand protection if your VCS Business does not meet Account Cleaning Services Agreement requirements or does not arrange in advance for schedule substitutions as needed You authorize us under the Franchise Agreement to arrange for these services for the Account when necessary to preserve the good will associated with the Marks
Indemnity	You must hold us and our related parties harmless from claims connected to you and/or your VCS Business, Amount varies with claim and related costs and fees	Upon demand	Includes all liability, costs of defense, obligations, damages and expenses

NAME OF FEE (See Note 6)	AMOUNT	DUE DATE	REMARKS
Insurance	You pay the premium costs of coverage, plus our administrative fee if you participate in general liability, crime and umbrella liability insurance coverage through us, which together we estimate will not exceed 5%-7% of your gross revenues	When due to insurance carrier or, if using our group policy, paid to us, with payments deducted on the 28th day of each month from amounts collected by us from Accounts your VCS Business services and deposited to the VCS Clearing Account (See Note 2)	If we offer franchisees an opportunity to participate in a group insurance program and you choose to obtain general liability, crime, and umbrella liability insurance coverage through the group You can buy this insurance through other sources, and it may be less expensive from another source Your VCS Business insurance must meet our minimum coverage standards We are not obligated under the Franchise Agreement to offer an insurance program
Cost of Collection and/or Enforcement	Cost of legal proceedings and other expenses to collect payments from you or to enforce other terms of the Franchise Agreement	On demand if we prevail	Includes reasonable attorneys' fees
Interest	1 5% per month or the highest rate allowable under applicable law, whichever is more	On demand	Incurred with late payments

Note 1· After they have met their pre-opening obligations, new franchisees are offered the opportunity to select an optional Business Plan that includes 1 or more commercial janitorial account (each a "VCS Account") Transfers from us

If you decide to select a Business Plan, you will pay us a Business Plan Referral Fee for your chosen Plan when you and we sign Exhibit A of the Franchise Agreement We set the Business Plan Referral Fee according to the dollar amount of annual services billings ("Service Billings") anticipated to be generated by the Business Plan Accounts we Transfer to you The various Business Plans and applicable fulfillment periods (each, a "Fulfillment Period") are identified on Exhibit A of the Franchise Agreement The Business Plan Referral Fees range from

$7,000 to $31,000 If you select a Business Plan and pay the full Business Plan Referral Fee in a lump sum when you select your plan, we discount the applicable Business Plan Referral Fee by 10%

We offer to finance up to $7,000 of the Business Plan Referral Fee, as described in Item 10 below In that case, you make a down payment when you select a Business Plan equal to the balance of the Business Plan Referral Fee for the chosen Plan The table appearing on Exhibit A to the Franchise Agreement shows the schedule of Business Plan Referral Fees and the financing terms

When you accept Account Transfers representing the selected Business Plan Service Billings our Business Plan Account obligations to you are satisfied, regardless of whether you later reject any Business Plan Accounts or choose to discontinue servicing any of them or to assign any Accounts to another VCS Business You can request a refund if we don't Transfer VCS Accounts to you in the applicable Fulfillment Period with total Service Billings meeting your selected Business Plan We must receive your written request for a refund within 10 days after the end of the applicable Fulfillment Period To calculate the refund amount due, the average monthly Service Billings of the Accounts assigned to you is subtracted from the amount of the average monthly Service Billings due under the selected Business Plan to determine the difference between the amounts (the "Deficiency") The refund due is the amount of the Deficiency multiplied by 4, subject to the following limitations No refund will be more than i) the amount of the Business Plan Referral Fee you originally financed or, ii) if no financing was used, the amount that you could have financed under the Business Plan you selected We keep the cash down payment or, if applicable, the amount that would have been paid as a down payment if you had not paid the Initial Franchise Fee in a lump sum We can offset any refund due you against any amounts you owe us

Revenue actually generated from the Business Plan Account Transfers that you accept depends on a variety of factors, including the performance of your VCS Business and Account satisfaction and retention The Service Billings identified with each Business Plan must not be considered an assurance that your VCS Business will actually earn that amount We do not offer any guarantees Also, remember that Service Billings do not take into account any sales costs and operating expenses which your VCS Business can incur and which reduce your actual revenue (Also refer to Item 19 of this Disclosure Document)

If you do not request a refund, we have an additional 90 days to provide the Service Billings due under your Business Plan A refund is your only remedy if we fail to meet our Business Plan commitments If you accept a refund, we do not have to offer any further Business Plan Accounts to you You can accept or reject any VCS Account Transfer offered to you Whenever you accept an Account Transfer from us you will sign an Account Transfer Acceptance A current version of an Account Transfer Acceptance is attached to this Disclosure Document as Exhibit K, but we can change the form in the future

We will try to replace Business Plan Accounts under certain conditions We have no obligation to replace a Business Plan Account or make any refund on an Account if,

(a) an Account Cleaning Services Agreement is canceled or lost any time after 12 months from the date that you accept an Account Transfer, or

(b) a customer at any time terminates the Account Cleaning Services Agreement because of concerns regarding your (or your agent's/employee's) integrity and/or character, service quality, or a claimed failure to meet Account Cleaning Services Agreement requirements, or

(c) a customer requests a Transfer to an alternative VCS Business at any time because of concerns regarding your (or your agents'/employees') integrity and/or character, service quality, or a claimed failure to meet Account Cleaning Services Agreement requirements, or

(d) you choose to discontinue providing the services required under the applicable Account Cleaning Services Agreement or to transfer the Account to another VCS Business, or

(e) your Franchise Agreement is terminated because you default, or

(f) you or an owner/agent of yours fails to pass any criminal background check and/or drug, chemical or physical testing required by an Account, or we have cause to send you a notice of default and termination for breach of the Franchise Agreement and send you a written demand for the Account to revert to us

The Service Billings associated with an Account you lose for any of the above reasons is counted towards the Service Billings due you under your selected Business Plan We will diligently try to replace a Business Plan Account that you lose for reasons other than those described above if the Account is cancelled within 12 months of its Transfer to you Replacements will be made within 90 days of cancellation Substituted VCS Accounts will be for the amount of the lost Service Billings, if the cancellation occurs within 6 months of the Transfer, or ½ of that amount if the cancellation occurs between 6 and 12 months of the Transfer of the lost Account

Note 2 Under the Franchise Agreement you authorize us to handle all billings and collection for the VCS Accounts your VCS Business services, and Account payments are deposited to a dedicated bank account used exclusively for receipt of all Vanguard Cleaning Systems Account funds, which is called the VCS Clearing Account We deduct royalties, business support fees, promissory note payments, marketing fees, insurance related charges, substitute services reimbursements, special services fees, and all other amounts you owe us from amounts we collect from Accounts serviced by your VCS Business We remit the balance to you We may at our option defer collecting those fees and/or other charges from you for up to 60 days, if Account collections in any month are insufficient to cover all amounts owed If for any reason you collect any payment directly from an Account, you must report it to us and pay the applicable royalty and business support fees, or we will deduct them from amounts we collect from other Accounts you service You have the right to discontinue servicing any VCS Account if it does not pay for services rendered by your VCS Business We will consult with you before

discontinuing to invoice a VCS Account and before settling a delinquent Account matter While we make reasonable efforts to collect amounts billed to Accounts, we do not promise that we will file suit to collect or otherwise be able to collect from any of the Accounts your VCS Business services Funds advanced to you in connection with an Uncollected Account can be deducted from amounts we owe you If you ask us in writing, we will assign to you our rights in an Uncollected Account serviced by your VCS Business You must follow the law in trying to collect on the Account and indemnify us if we incur any damages or other liabilities from your collection activity You are solely responsible for billing and collection activities related to any non-Vanguard Cleaning Systems accounts you may have

Note 3 We may, but are not required to, offer you account business in addition to any Business Plan Accounts offered to you in satisfaction of any Business Plan Service Billings obligations ("Additional Business") Additional Business includes increases in Service Billings to existing Accounts, once we have met any Business Plan obligations to you You are not required to accept any Additional Accounts Business that we offer to you If you do, we can require you to sign an Additional Account Business Marketing Fee Agreement, at our option The current form is attached to this Disclosure Document as Exhibit J, but we can change the form in the future Marketing Fees and Additional Business Transfers are subject to the refund and replacement terms that apply to Business Plan Accounts and which are described in Note 1 and in the attached Exhibits A and J

Note 4 We offer franchisees the option to purchase a Products Package and various equipment from us under the terms of the Purchase Agreement attached to this Disclosure Document as Exhibit C (See Items 5 and 10 of this Disclosure Document)

Note 5: Special Services are Account orders for non-routine VCS Business services, such as carpet cleaning, floor finishing, initial cleaning, and other Vanguard Cleaning Systems services You must notify us of any Special Services orders that you receive from your VCS Accounts Generally, if you generate the new order and price and sell the job, the current fee to us is 10% of the invoice for the applicable service(s) If you generate the new order, but we price and sell the job, you usually pay us 15% of the invoice for the applicable service(s) In all instances, your VCS Business is responsible for furnishing the equipment, supplies and staffing necessary to complete any Special Services order accepted by you Special Services fees can vary and are in addition to the continuing royalty and Business Support Services fees we charge on Gross Revenues

Note 6· If we have any fees, taxes, or other assessments imposed on us because of payments you make to us (or which are collected from Accounts that your VCS Business services) then we can require that you pay us an additional amount so that the net amount we actually receive after the deduction, payment or withholding is the full amount of the royalty, fee or other amount we are entitled to be paid under the Franchise Agreement

None of the fees described in the above table are refundable, except as described in Notes 1 and 3 in this Item and in Item 5 above We may pay franchisees a $500 referral fee or offer equivalent equipment items or additional Service Billings for referred candidates who acquire a franchise, but we can change this policy at any time

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	ESTIMATED AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (See Note 1)	$5,000	Lump Sum	On Signing of Franchise Agreement	The Region
Business Plan Referral Fee (Cash) (See Note 2)	$6,300 – $27,900	Lump Sum	On Signing Exhibit A of the Franchise Agreement	The Region
Business Plan Referral Fee (financed) (See Note 2)	$614 79 – $24,614 79	Down Payment and then Monthly	Down Payment on Signing Exhibit A of the Franchise Agreement and Monthly Installments Thereafter	The Region
Equipment and Supplies (See Note 3)	$0-$1,300	As Arranged	As Needed To Operate The Business	Third Parties or us
Licenses and Permits, Business Entity formation and name registration (See Note 4)	$100 – $1,500	Lump Sum	Before Commencing Business	Governmental Agencies
Insurance (See Note 5)	$200 – $600	As Arranged, typically monthly	Minimum Required Coverage Must Be Obtained Before Commencing Business	The Region or Insurance Carriers
Real Property/Leases	$0			(See Note 6)
Additional Funds – 3 months (See Note 7)	$200 – $300	As Arranged	As Required	Third Parties

TYPE OF EXPENDITURE	ESTIMATED AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
TOTAL (See Note 7)	$5,500 – $36,600			

Note 1 Refer to Item 5 for instances in which the initial franchise fee may be discounted from the amount provided above

Note 2 If you choose to obtain a Business Plan, you will sign Exhibit A of the Franchise Agreement We anticipate that franchisees selecting Business Plans will sign Exhibit A within 90 days of the Effective Date of their Franchise Agreement The range for Business Plan Referral Fees paid in cash reflects a 10% discount on the price of the Plan, as described in Exhibit A You can also choose to finance $7,000 of the applicable Business Plan Referral Fee, in which case your down payment will be the balance of the full Business Plan Referral Fee applicable to your selected Business Plan The range for financed Business Plan Referral Fees includes the down payment (if any) and the first three monthly installment payments ($204 93/month) you will make to us, based on the smallest to the largest Business Plans available (Refer to Item 10 for loan terms and other financing information)

Note 3 You need to ensure that your VCS Business maintains the equipment and products necessary to provide the services specified by the Accounts you accept We sell franchisees a Products Package If you do not already have sufficient supplies and equipment you can choose to purchase a Products Package from us or to buy the products you need from another supplier The amount shown in the chart is the cost of the Products Package if you choose to buy it from us Your actual costs will vary depending on the products and equipment you require and the vendor you select (Refer to Items 5, 8 and 10 for information on our Products Package)

Note 4 You must have all business licenses/permits required under the laws applicable to your VCS Business before operating it The above range also includes an estimate of costs you may incur in forming a corporation or limited liability company to conduct your VCS Business and in filing a fictitious business name, if required Professional fees, like legal or accounting fees, are not included in this range, but would be additional expenses and would vary significantly depending on the firms engaged to perform the services and on your particular ownership circumstances

Note 5 You must have insurance coverage meeting our then current minimum coverage/policy requirements, which can change If you don't already have the minimum required coverage when you become a franchisee, then you must purchase it As of the date of this Disclosure Document, you must have insurance coverage meeting these minimum coverage requirements crime insurance coverage of $1,000,000, commercial general liability coverage of $1,000,000 per occurrence and $2,000,000 in the aggregate or, if higher, the statutory minimum required by state law, automobile liability insurance coverage for owned or leased vehicles used in the VCS Business in an amount at least as great as the statutory minimum required under the state in which your VCS Business will operate, and commercial umbrella coverage of

$10,000,000 We and Vanguard Cleaning Systems, Inc must be named as additional insured on each of the previously named policies You also must maintain workers' compensation insurance as required under the law of the state in which you will operate your VCS Business We currently offer you the opportunity to participate in the Vanguard Cleaning Systems group program for commercial liability, umbrella liability and crime insurance coverage and to make monthly payments, which includes costs of coverage and our administrative charges The estimated range provided is based upon what participants in this group program typically pay us for the described general liability, crime, and umbrella liability insurance coverage (plus our administrative fees), from the time they begin their VCS Business and during the first 90 days of operation If you have or obtain this coverage through another source, your costs may be different and could be less than our insurance program costs, depending on the carrier you select, your negotiating skills, your policy limits and other variables The Vanguard Cleaning Systems group program does **not** offer coverage for the following Automobile, Medical, Dental, Plan Deductibles, Workers Compensation and any items excluded under the particular group policies You also have to maintain an unemployment insurance account as required under the laws of the state in which your VCS Business will operate In all cases, insurance industry rates can change and you may need to pay more for coverage if they do An estimated worker's compensation coverage is not included in the range provided If you are required to have this coverage under local law, then your costs will be higher Lastly, you also must maintain vehicle liability insurance in the minimum amounts noted No amount is included for vehicle coverage in the estimated range since most franchisee owners already own their vehicle and are required by law to maintain liability coverage meeting statutory minimums Therefore, this is an ongoing expense most franchisee owners have before they obtain the franchise

Note 6 Most franchisee owners manage their VCS Business operations from their homes If you choose to operate your business from leased space, you will incur additional expenses depending on the size of space you select, local rent conditions and other site specific variables

Note 7 Additional funds are the estimated amounts you will need for the expenses of operation during the initial phase of the business, which is the initial 3 months after you begin operating your VCS Business These expenses will be mainly for transportation (gas and vehicle maintenance) from your VCS Business location to Account locations This estimate does not include any owner's draw or salary Additional funds were estimated on the basis of experience with franchisees' operations and Vanguard's general knowledge of the industry

Note 8 Most franchisee owners have an existing means of transportation sufficient to operate the business, so no vehicle costs are included in the range provided If you choose to purchase a vehicle specifically for your VCS Business, you will incur additional insurance and vehicle expenses and your costs of doing business will be higher than those reflected in the estimated range provided Since franchisee owners live within driving distance of the Vanguard Business System Program facilities, the estimated cost range also does not include any travel or lodging expenses in connection with participation in the Vanguard Cleaning Systems Business System Program, should you choose to attend You may incur some minimal additional commuting expenses, depending on where you live This range is only an estimate, and we cannot guarantee that the amounts specified will be adequate You may need additional funds during the first 3 months of initial operation and afterwards In addition, the estimates presented

relate only to certain costs associated with the franchised business and do not cover any personal, "living," expenses or certain other business expenses you may have, such as royalty payments, support services fees and other amounts paid to us, debt service on any loans or financing arrangements, tax expenses and a variety of other amounts not described in the above charts

We offer financing on a portion of the Business Plan Referral Fees and the Products Package, as described in Item 10 of this Disclosure Document We also may offer to finance Additional Business in the future, as described in Item 10 Otherwise, we do not offer, either directly or indirectly, financing to our franchisees for any of the items described in the above chart All amounts paid to us are nonrefundable, except as described in Items 5 and 6 Typically, amounts paid to third parties will not be refundable unless otherwise agreed

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

As of the issuance date of this Disclosure Document you are free to purchase products and services from suppliers of your choice We offer you a list of suppliers of certain products, but you currently are not required to purchase those products or to use those suppliers Under the Franchise Agreement we can require that you purchase and use in your VCS Business certain products and equipment and use certain suppliers to protect the Vanguard Cleaning Systems reputation and good will and to maintain the uniform quality and Brand Standards associated with the Marks We may do so in the future

Other than Account billing and collection services, as described in Item 6 of this Disclosure Document, you currently are not required to purchase or lease any equipment or other goods or services from us, from Vanguard or from our respective affiliates

As of the date of this Disclosure Document, you can choose to participate in commercial liability, umbrella liability and crime insurance meeting the minimum requirements through a Vanguard Cleaning Systems group coverage program Vanguard negotiates rates with the applicable carrier(s), and we arrange for coverage through them Vanguard does not derive revenue from insurance purchases under this program If you obtain this coverage through us, you pay us the cost of coverage plus an administrative fee (refer to Item 6 of this Disclosure Document) These administrative fees are revenue to us We also make a profit if you buy products or equipment from us, including the Products Package These items typically are purchased by a Region at wholesale and the Region receives a markup on their resale to you You may be able to buy a similar products package and/or the minimum required commercial liability, umbrella liability and crime insurance coverage for less than the prices we offer you In the 2016 fiscal year, the revenue we received from franchisee insurance and sales of equipment to franchisees totaled $55,500 00 for a total of 1 91% of our total revenue from all sources, which was $2,899,404 00 according to our audited financial statements

Otherwise, we currently do not derive revenue from any required purchase by or lease to you Under the Franchise Agreement we, Vanguard and our/their respective affiliates have the right to make and keep any revenues, mark ups, profits and other economic benefits received in connection with sales of products and services made to you and other franchisees or received from third party suppliers to franchisees

Owners or officers of the Region or Vanguard may have minority ownership interests in a variety of publicly traded companies Some of these publicly traded companies or their affiliates could be approved or designated suppliers to our franchisees Other than this type of minority ownership and our executive officers' ownership interest in the Region, no officer or owner of the Region or Vanguard has any ownership interest in any of your suppliers

Purchases or leases which you must make according to franchise specifications total between 25% and 33% of the cost of all purchases or leases to establish the business, and between 8% and 9% of the cost of all purchases and leases to operate the business

There are no purchasing or distribution cooperatives as of the date of this Disclosure Document The Region may negotiate discounted rates from certain chemical and equipment supply companies for the benefit of its franchisees, but is not required to do so

We do not provide material benefits to you (for example, renewal or offering Additional Account Business) based on your purchase of particular products or services or the use of particular suppliers

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	ITEM IN THIS DISCLOSURE DOCUMENT
a	Site Selection and Acquisition/Lease	N/A	Item 11
b	Pre-Opening Purchases/Leases	Sections 2 and 16 Purchase Agreement	Items 5, 7 and 8
c	Site Development and Other Pre-Opening Requirements	Section 2	Items 7 and 11
d	Initial and Ongoing Training	Sections 3 and 5	Items 7 and 11
e	Opening	Sections 2 and 16	Item 11

	OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN THIS DISCLOSURE DOCUMENT
f	Fees	Sections 2, 4, 5, 11, 12, 13, 14, 15, 16, 17, 20, , 25, 28, 32 and Exhibit A of the Franchise Agreement Sections 1, 4, 5 and Exhibit A of the Additional Account Business Marketing Fee Agreement Section 2 of Account Acceptance Agreement Section 2 and Exhibit 2 of the Purchase Agreement	Items 5, 6 and 11
g	Compliance With Standards and Policies/ Manual	Sections 2, 6, 7, 8, 10, 12, 16, 17 and Exhibit D Section 8 of the Additional Account Business Marketing Fee Agreement	Items 8 and 11
h	Trademark and Proprietary Information	Section 6	Items 13 and 14
i	Restrictions On Products/Services Offered	Sections 5, 6, 8 and 12	Items 8 and 16
j	Warranty and Customer Service Requirements	Sections 8 and 12	Item 6
k	Territorial Development and Sales Quotas	Section 12	Items 12 and 17
l	Ongoing Product/Service Purchases	Section 12 Additional Account Business Marketing Fee Agreement	Item 6
m	Maintenance, Appearance and Remodeling Requirements	N/A	N/A
n	Insurance	Sections 2, 16, and Exhibit D	Items 6, 7 and 8
o	Advertising	Section 9	Item 11

	OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN THIS DISCLOSURE DOCUMENT
p	Indemnification	Sections 5 and 15 Section 3 of the Purchase Agreement	Item 6 and 13
q	Owner's Participation Management/Staffing	Sections 7, 8, and Exhibit D	Item 15
r	Records/Reports	Section 10	Not Applicable
s	Inspections/Audits	Section 8	Not Applicable
t	Transfer	Sections 5, 18 and 21 Section 3 of the Purchase Agreement Account Transfer Acceptance Franchise Transfer Agreement	Items 6 and 17
u	Renewal	Section 18 Renewal Addendum to Franchise Agreement	Item 17
v	Post-Termination Obligations	Sections 6 and 20	Item 17
w	Non-Competition Covenant	Sections 6 and 20 Section 7 of Franchise Transfer Agreement	Item 17
x	Dispute Resolution	Sections 31 and 32	Item 17
y	Personal Guaranty of Owners	Section 13 and Exhibit C Section 10 and Exhibit B of the Marketing Fee Agreement Section 4 of the Renewal Addendum to Franchise Agreement Section 5 of Franchise Transfer Agreement	Item 15

ITEM 10
FINANCING

If a Business Plan is selected, the Region offers financing for up to $7,000 of the selected Business Plan Referral Fee as provided below

Business Plan	Business Plan Referral Fee	Minimum Down Payment	Maximum Amount Financed	Monthly Payments*
Plan-A	$7,000	$0	$7,000	42 payments @ $198 22
Plan-B	$10,000	$3,000	$7,000	42 payments @ $198 22
Plan-C	$16,000	$9,000	$7,000	42 payments @ $198 22
Plan-D	$22,000	$15,000	$7,000	42 payments @ $198 22
Plan-E	$31,000	$24,000	$7,000	42 payments @ $198 22

* These payments are based on financing $7,000 for 42 months at 10% interest per annum The 42 payments total $8,325 24

You must enter into a promissory note attached as Exhibit B to the Franchise Agreement which requires payment of the balance (the amount of which will depend on the volume of the Business Plan that you buy) in 42 equal monthly installments commencing the month after you sign the note The interest rate on notes is 10% per annum simple interest

If you purchase a Products Package or other equipment from us, we may, but are not obligated to, offer you the option to finance that purchase from us under the form of Purchase Agreement and the related promissory note attached to this Disclosure Document as Exhibit C The monthly payment and number of installments due under the lease will vary based on the equipment or package purchased The total purchase price includes our acquisition cost of the equipment plus a mark-up of 20 to 30% and 10% annual interest You are not required to purchase any package or equipment from us as of the date of this Disclosure Document and note terms are subject to change by us in the future

Whether you sign a promissory note for a portion of your Business Plan Referral Fee, in connection with a package or equipment purchase, or in connection with additional business Transfer, as described below, you may prepay the balance without penalty If you default in payment or breach your Franchise Agreement or if certain other events occur like suspension of your business, the entire balance can be declared immediately due and we can terminate your Franchise Agreement and recover from you our costs of collection, including attorneys' fees The Region requires the individual shareholders, members and other equity owners of the franchisee to personally guarantee the franchisee's obligations and performance under the note The Region has no practice or present intent to assign or discount the note to a third party, but can do so In that case, you would lose the ability to raise claims against us as defenses to payment of the note

If you are offered and accept additional business Transfers as described in Section 12 of the Franchise Agreement, the Region may offer, in its sole discretion, to finance a portion of the

marketing fee The amount financed and terms of financing are negotiated between you and us, but in most cases payments of the amount financed will be made in equal monthly installments bearing 10% simple interest beginning the first month following the month in which the service on the new Account begins You are responsible for repayment of the note under the Additional Account Business Marketing Fee Agreement (Exhibit J of this FDD), regardless of whether you keep the Account or not However, we may choose to forgive the outstanding balance on the note in circumstances that we think warrant it Our current policy regarding a promissory note or other payment agreement for Additional Account business is as follows if an Additional Account requests that a VCS Business other than yours assume the service obligations under the Account Cleaning Services Agreement, the Additional Account reverts to us and is transferred to another VCS Business If the applicable Account Cleaning Services Agreement is in effect more than 60 days after the transfer and if you are in good standing, we typically forgive the balance of any then outstanding note amount you owe us in connection with the reverted Account

Your note payments, equipment purchase payments and any other amounts due to the Region are deducted each month from the amounts collected from the Vanguard Cleaning Systems Accounts that your VCS Business services

Except for the financing described above, we do not offer direct or indirect financing The Region does not place financing with anyone, and does not receive any payment for the placement of financing However, it may choose to do so in the future All policies and note terms are subject to change or elimination in the future by us

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

Except as listed below, Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley is not required to provide you with any assistance

Pre-Opening Obligations

1 The Region will make the VCS Business System Program available to new franchisees (not renewing franchisees) for attendance at their option (Section 3 of Franchise Agreement)

2 The Region will loan you a copy of the confidential Vanguard Cleaning Systems Manuals for you to use in your VCS Business for as long as you are a franchisee (Section 6 of Franchise Agreement)

After your VCS Business Has Met Pre-Opening Obligations

1 The Region will provide certain accounting, collection and back office support services to your VCS Business We must make reasonable efforts to collect on all VCS Business Accounts, although collection cannot be guaranteed and the Region is not required to engage attorneys or to file suit to collect If we have tried but been unable to collect on a VCS Business Account (an "Uncollected Account") and you give us a written request for the right to collect, we will transfer that right to you (Section 5 of Franchise Agreement)

2 The Region will offer you an opportunity to select a Business Plan, in which case you and the Region will sign Exhibit A of the Franchise Agreement and the Region will offer you Business Plan Accounts within the 120 or 180 day Fulfillment Period, depending on your Business Plan You are not required to purchase a Business Plan If any Business Plan Account is cancelled by the customer in the 12 months following your acceptance of the Business Plan Account Transfers, we will diligently try to replace the lost Account business within 90 days of the cancellation as follows

(a) If cancellation occurs within 180 days of Account acceptance, we will offer you more Account business with the same Service Billings as the lost Account

(b) If cancellation occurs within 181 to 365 days of Account acceptance, we will offer you more Account business representing 50% of the Service Billings of the lost Account

Regardless of the above, we have no obligation to try to replace any Account business or to offer any refund for Accounts lost by you, for the reasons described in Item 6 of this Disclosure Document (Exhibit A of the Franchise Agreement)

Subject to the exceptions described in Item 6 of this Disclosure Document, if the Region does not transfer the Business Plan Accounts specified under your selected Business Plan within the applicable Fulfillment Period, we will either provide you with a partial refund or transfer more Business Plan Accounts within 90 more days to fulfill the minimum Service Billings due under your Business Plan The Fulfillment Period for Additional Account Transfers is 120 days (Exhibit A of Franchise Agreement and Exhibit J of this Disclosure Document)

Advertising

You are not required to participate in any advertising program administered by the Region or to pay us or Vanguard any advertising fees There are no local or regional advertising cooperatives

You are encouraged to develop new VCS Account business and can use your own advertising materials All advertising must be in good taste and conform to legal and ethical standards The Region can require you to first submit samples of advertising and promotional materials intended for any media, including the Internet, to us for advance approval If we do not approve any submitted materials, you must not use them in your VCS Business (Section 9 of the Franchise Agreement)

You have to meet the requirements we set for identifying your franchised business and operations as independently owned and operated and to include notices of your independent ownership on prescribed materials, such as business cards, forms and advertising You cannot use the Marks on the Internet, social media or apps without our prior approval (Sections 6 and 9 of the Franchise Agreement)

Site Selection and Service Opening

You are not required to find a site or office to provide your VCS Business services Your VCS Business services Accounts at their commercial locations to meet the requirements specified in the applicable Account Cleaning Services Agreements Most franchisee owners prefer to operate their VCS Businesses from their homes Therefore, the Region provides no assistance or guidelines in site selection

The typical length of time between signing the Franchise Agreement and beginning VCS Business operations is approximately 6 to 8 weeks Factors affecting this time period include whether or not you choose to participate in the VCS Business System Program or to obtain a Business Plan, as well as how long it takes you to get all required business licenses and at least the minimum required insurance coverage

VCS Business System Program and Manuals

The Region conducts an optional initial program (the "Vanguard Cleaning Systems Business System Program" or "VCS Business System Program") for you when you purchase your Franchise, if you choose to participate in it The VCS Business System Program includes information on our System standards and procedures ("Brand Standards") and is designed to promote maintenance of the quality and goodwill associated with the System and the Marks It also offers guidance to you on new business development and practical, on-site activities designed to demonstrate technical procedures It lasts up to 15 days and typically is offered to you within 30 days after signing the Franchise Agreement Classroom portions of the VCS Business System Program are typically conducted at our headquarters and the field portion of the Vanguard Business System Program is typically performed at various commercial locations we select for that purpose (Section 3 of the Franchise Agreement)

In addition to the Manuals described below, we may give you supplementary informational materials on various products and other matters pertinent to the VCS Business operation We may offer you web-based modules, which are in addition to the VCS Business System Program The modules may be viewed at our regional offices when available at no charge to you This additional material also is optional as of the date of this Disclosure Document, and you do not have to complete the modules to our satisfaction

The following table summarizes the content of the VCS Business System Program

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF FIELD TRAINING	LOCATION
Beginning Your VCS Franchise	2-4 hours	2-4 hours	Region's offices in Bakersfield
Fundamental Concepts	2-3 hours	2-4 hours	Region's offices in Bakersfield

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF FIELD TRAINING	LOCATION
Brand Standards	2-4 hours	2-4 hours	Region's offices in Bakersfield
Bidding and Selling Basics	2-3 hours	None	Region's offices in Bakersfield

Instructors for the VCS Business System Program will be the Region's personnel and independent contractors All will have a minimum of 12 months experience in the janitorial service industry and a minimum of 6 months experience with the Region

You will have an opportunity to review the Manuals before you sign the Franchise Agreement We will loan you a copy of the Manuals for you to use as long as you are a Franchisee (Franchise Agreement, Section 6) The Manuals are a part of the VCS System and are a compilation of information on various subjects pertinent to your VCS Business The Manual contents do not control the day to day aspects of your VCS Business, you have that control as an independent business owner You are free to conduct your VCS Business as you think best, so long as your operations remain consistent with the Franchise Agreement, any required Brand Standards and all applicable codes, laws, regulations, ordinances and other legal requirements

ITEM 12
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 We do not own or control any unit franchises or outlets that provide competitive services to janitorial accounts or any competitive brands, but could do so in the future We sometimes may choose to engage non-Vanguard subcontractors to service Accounts

The franchise is not granted for a specific location You will be licensed to conduct your VCS Business within an Area designated in your Franchise Agreement The Area is usually a designated Standard Metropolitan Statistical Area as derived from U S Census Bureau statistics, but could be defined as a city or cities or a county or counties The Area is not exclusive and the Region may grant other VCS Business franchises in the Area in its sole discretion We can, and can license others to, operate under the Marks or other brands and sell any product or service in the Area

You may operate your VCS Business and solicit Vanguard Cleaning Systems Accounts within your Area Your VCS Business may not offer or provide services under the Marks outside of your Area without our prior consent

Continuation of an Account Transfer is not dependent on the achievement of a certain sales volumes or market penetration When you accept an Account Transfer from us, you receive ownership and control of the VCS Account However, that ownership can revert back to us and

be lost to you if the Account Cleaning Services Agreement is cancelled, if the Account requests that an alternative VCS Business fulfill the requirements, if you choose to discontinue working with the Account, if your Franchise Agreement is terminated or expires, if you or an owner/agent of yours fails to pass any criminal background check and/or drug, chemical or physical testing required by an Account, or if we have cause to send you a notice of default and termination under the Franchise Agreement and we send you a written demand for the Account to revert to us If you lose an Account as provided above the Account immediately reverts to us, and we can Transfer the Account to another VCS Business

We have no obligation to make additional Account Transfers to you beyond the initial Business Plan that you select when you sign the Franchise Agreement, and you have no obligation to accept any Additional Business Accounts If any are offered to and accepted by you, you will pay a Marketing Fee (Refer to Item 6 of this Disclosure Document)

The Region does not operate or franchise, and has no current plans to operate or franchise, a competitive cleaning service or related business under a different trade name or trademark in your Area Vanguard does not operate or franchise, and has no current plans to operate or franchise, a competitive cleaning service or related business under a different trade name or trademark in your Area

ITEM 13
TRADEMARKS

Registrations, Litigation, Infringing Uses

We are licensed by Vanguard to offer franchises under Vanguard's principal service marks, which include the words Vanguard Cleaning Systems and the registered logo shown on the cover page of this Disclosure Document (the "Principal Marks") We also are licensed to use and to sublicense your use of other Vanguard Marks The following Marks are registered on the Principal Register of the United States Patent and Trademark Office as follows

Mark	Registration Date	Registration Number	Class
VANGUARD CLEANING SYSTEMS	October 27, 1998, Renewed on February 21, 2008	2200583	37
VANGUARD CLEANING SYSTEMS And Design (logo)	February 8, 2005, Renewed on March 20, 2014	2925071	37
VANGUARD CLEANING SYSTEMS and design (logo)	November 1, 2011	4048280	37
THE STANDARD OF CLEAN	December 13, 2011	4070385	35, 37
VANGUARD (word only)	March 26, 2013	4308795	35, 37
VANGUARD CLEANING SYSTEMS and design (logo)	February 25, 2014	4488511	35

Mark	Registration Date	Registration Number	Class
VANGUARD CLEANING SYSTEMS & Design (color logo)	July 14, 2015	4772976	35, 37

Vanguard has filed all affidavits that have become due to maintain rights in the Principal Marks

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board or any other trademark administrator or any court, pending interference, opposition, or cancellation proceeding, or any pending material litigation involving the Principal Marks

Vanguard has granted us under our master franchise agreement the right to use and subfranchise the Marks to VCS Businesses in our Master Franchisee Territory for a 20 year term with certain renewal rights Vanguard can terminate our master franchise agreement if we commit an incurable default or fail to cure another material breach of the master franchise agreement or any other agreement we have with Vanguard Under the terms of our master franchise agreement, if the master franchise is terminated or expires without renewal we will lose our right to use and sublicense the Marks and System If that occurs and Vanguard or another company does not assume your Franchise Agreement, which occurs only at Vanguard's option, you will no longer be authorized to use the Marks and the System and will have to stop doing so (Refer to Item 17 of this Disclosure Document)

Other than the master franchise agreement, there are no agreements currently in effect which significantly limit Vanguard's or the Region's rights to use or license the use of the Principal Marks in any manner material to the franchise

Vanguard and the Region are not aware of any infringing or prior superior uses of the Marks that could materially affect your use of them in this state

Franchisee's Rights and Obligations with Respect to the Marks

You must use the Marks only in the operation and promotion of the franchised business and in a manner that complies with the Franchise Agreement You will use "Vanguard Cleaning Systems" as the exclusive trade name for your VCS Business and will obtain an assumed name registration if we ask you to do so or if you are legally required to do so You are not permitted to use the Marks or the System in connection with any Non-Vanguard Accounts, or with any unauthorized products or services, or in any manner that is not specifically permitted under the Franchise Agreement You must not use the Marks in your legal Business Entity name

You may not change or add to the Marks when you use them unless you have received our written permission to do so You cannot alter or use any other identifying words in connection with the Marks You must follow the requirements of the Franchise Agreement and Brand Standards in using the Marks You cannot authorize anyone else to use the Marks

You must notify us on learning of any alleged trademark infringement by you and involving your use of the Marks You must also notify us of any use of the Marks by an unauthorized third party The Region and Vanguard are not obligated to take affirmative action in response to an alleged infringement of the Marks, but Vanguard intends to take whatever action it considers appropriate, if any, and will have the right to control any litigation or settlement of these matters You have the right to participate at your expense in the defense or settlement of any claim or suit alleging infringement by you, subject to Vanguard's rights

The Region and Vanguard are not obligated to protect or indemnify you for any damages or costs of defense if you are sued or made a party to any proceeding because of the Marks

Vanguard reserves the right under the Master Franchise Agreement to modify or cease using its Marks and to adopt new or substitute trade names and Marks, and the Region and you would need to comply with any changes implemented by Vanguard Your changes would be made at your own expense

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents material to the franchise owned by Vanguard or the Region Vanguard claims common law copyrights in the Manuals, which are not your property and are loaned to you All VCS Accounts must have an Account Cleaning Services Agreement We give you ownership and control of your VCS Accounts, but your ownership is subject to our reversion rights in the Account Account ownership reverts back to us if your Franchise Agreement terminates or expires and under other conditions explained in the Franchise Agreement (Section 19 B) and in Item 12 of this Disclosure Document Under the Franchise Agreement, you are free to operate any businesses outside of your VCS Business and can own any Non-Vanguard Accounts We have no rights in any Non-Vanguard Accounts

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

Your Designated Owner must manage and operate the VCS Business and supervise the performance of services by your employees You must give us advance notice of a proposed change in Designated Owner Each VCS Business is an independent contractor and must be conducted as a limited liability company or a corporation You have to give to us before you begin operating your VCS Business a copy of your articles of incorporation or operating agreement, as applicable, your business license and other related information We can at our option require you to sign an independent contractor acknowledgement form The current form is attached to the Franchise Agreement as Exhibit D, but we can change the form in the future

You are responsible for having a minimum of 1 employee and for maintaining sufficient personnel to staff your VCS Business, for the terms of their employment and compensation, and for providing ongoing crew development to meet VCS Business Brand Standards You should note that prior to 2014 we did not require franchisees operating VCS Businesses to be a

corporation or a limited liability company We may not require them to form a corporation or limited liability company if they renew, at our option

Each Designated Owner must have an equity interest in the VCS Business We can require that Owners with a direct or indirect interest in the franchisee and their spouses guarantee the performance of the franchisee under the Franchise Agreement if we ask them to do so The current form is attached to the Franchise Agreement as Exhibit C, but we can change the form in the future

You are solely responsible for supervising, managing and controlling the day to day operations of your VCS Business, and you determine the methods and hours necessary to meet Account Cleaning Services Agreement terms and requirements You are exclusively in charge of scheduling, staffing and management of your VCS Business employees and contractors, the terms of their employment and their compliance with any required Brand Standards and the Account Service Agreement requirements Brand Standards do not include any employment policies or requirements The people you select to work in your VCS business are exclusively your agents and employees They are not our or Vanguard's agents or employees and neither we nor Vanguard are joint employers of theirs You also are solely responsible for state, federal and/or local taxes, fees and withholdings of every kind, including business and/or personal self-employment taxes and income taxes, payroll and payroll taxes for VCS Business employees, and social security and other amounts required to be paid or withheld, as well as for worker's compensation insurance as required by law Neither we nor Vanguard are responsible for any item or expense associated with your VCS Business payroll or for any other compensation or benefits related to your VCS Business employees or independent contractors

For 2 years after the Franchise Agreement expires, is transferred or is terminated, Owners and the Franchisee cannot provide janitorial services to a business that their VCS Business serviced as a VCS Account while the Franchise Agreement was in effect, or engage in any business transactions with or divert from the Region any of the Region's employees or franchisees

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You and your VCS Business operations must meet any required Brand Standards published in the Manuals or otherwise established because they are essential to the consistent quality and services associated with the Marks and their good will Brand Standards can be changed from time to time Your VCS Business can only offer services approved for use under the Marks, which currently include certain commercial janitorial services as specified by the Region Your VCS Business may not offer or provide any other services without advance consent For example, if you wish to provide any "Special Services" (non-routine services like carpet cleaning or stripping and waxing) you must notify us before accepting the order We can condition acceptance of the order on your satisfying us that your VCS Business can meet any required Brand Standards applicable to the requested service These procedures are necessary to reinforce the services and quality associated with the Marks

Your VCS Business may not bid on any account that is being bid on by the Region or solicit any Accounts that are doing business with us or any other VCS Business or that are outside of your Area Otherwise, you are encouraged to adopt business development strategies that meet your business objectives and to generate VCS Business Accounts We have resources available to assist you in meeting the business development goals you establish for your VCS Business You can identify, determine pricing and submit bids for prospective Accounts Each of these VCS Accounts must enter into an Account Cleaning Services Agreement with us and ownership of the Account is then Transferred to you, subject to our reversion rights, as described in the Franchise Agreement and Item 12 of this Disclosure Document We can decline an Account if we reasonably believe that it is a credit risk and/or one for which your VCS Business is not adequately insured, or which we believe is likely to have a negative impact on the goodwill associated with the Vanguard Cleaning Systems brand You can only assign a VCS Account to another VCS Business

You can independently solicit and service janitorial accounts as Non-Vanguard Accounts as long as the Vanguard Cleaning Systems Marks, the System, forms and other materials are not used in or connected with these activities in any manner

You also can choose to market and deliver independently to VCS Accounts services/products that are ancillary to the services provided under the Account Cleaning Services Agreement These ancillary services/products may include services such as plant maintenance and replacement and minor handyman services You must notify us in writing before offering/delivering any ancillary services/products to VCS Accounts We can require i) that any ancillary services/products be offered/sold to a VCS Account by a Business Entity separate and distinct from Franchisee so as to ensure that there is no confusion regarding the scope of services provided under the VCS brand, ii) that you fully indemnify and hold us harmless from any costs, damages, claims, expenses or liabilities arising or of or related to the offer/delivery of any ancillary services, and iii) that you provide evidence of insurance coverage sufficient to permit you to meet these indemnification obligations Our Business Support Services, including billing and collection activities, will not be provided for any ancillary services or any Non-Vanguard Accounts

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

	PROVISION	SECTION IN AGREEMENT	SUMMARY
a	Length of Franchise Term	Sections 1 and 18	5 years from date of Agreement

	PROVISION	SECTION IN AGREEMENT	SUMMARY
b	Renewal or extension of the term	Section 18 Section 3 of the Renewal Addendum	Three additional 5 year terms, if renewal conditions met
c	Requirements for you to renew or extend	Section 18 Sections 1-9 of the Renewal Addendum	When this term is to expire you will be required at our option to sign a term extension addendum or new form of Franchise Agreement (including any applicable renewal addendum), either of which may include materially different terms and conditions than your original contract Our current form of renewal addendum is attached as Exhibit H, but we can change the form over time Additionally, you must not be in default under the franchise agreement or any other agreement with us, give written notice of renewal election 90 to 180 days before agreement expires, pay amounts owed to the Region, and sign a general release of claims against the Region Refer to Ex I of this Disclosure Document for the current version of General Release, which we can change in the future
d	Termination by you	Section 19 E	You may terminate within 30 days of the Effective Date of the Agreement by written request You sign a general release of claims to receive a refund of any initial franchise fee you paid us, subject to state law If you terminate after 30 days of the Effective Date, no refund will be due to you You must comply with termination rights and duties
e	Termination by the Region without cause	Section 21	Your agreement will end if our master franchise is terminated or ends and your agreement is not assigned to another person/Business Entity with rights to use the Marks and System
f	Termination by the Region with cause	Section 19 Exhibit 2 of the Purchase Agreement (Promissory Note)	Section 19 provides some grounds for immediate termination, other defaults require prior notice Promissory Note identifies grounds for immediate termination

	PROVISION	SECTION IN AGREEMENT	SUMMARY
g	"Cause" defined defaults – curable	Section 19	Termination if default under Agreement is not cured within the time given after notice, except where immediate termination provisions apply as described in (h) below
h	"Cause" defined defaults - non-curable	Section 19 Exhibit 2 of the Purchase Agreement (Promissory Note)	Bankruptcy or insolvency, unauthorized transfer, material misrepresentation or omission in the application for the Franchise, failure to pay debts to the Region within 15 days after notice (or such other period as provided in the applicable note or agreement), failure to pay other VCS Business debts within 15 days of due date or any shorter specified cure period, as applicable, criminal conviction or no contest plea to offense material to performance or likely to damage reputation, abandonment of franchise, violation of safety, health, workplace protection law, or other ordinance or regulation and failure to correct the violation within 3 days or shorter required time period, failure to maintain minimum required insurance coverage, failure to stop violating non-solicitation requirements within 5 days after notice, misuse of Marks or proprietary material/information, your or your owner's or agent's conduct likely to have significant adverse impact on VCS Business, Marks, System and/or us, and failure to cure any other default under Agreement within 30 days from issuance of default notice Uncured default under other notes or agreements with us The Franchise Agreement provides for termination upon bankruptcy This provision may not be enforceable under federal bankruptcy law (11 U S C A Sec 101 et seq) Failure to pay any installment of note, failure to perform under the note, any attachment, execution or process against your assets, failure to pay, withhold, collect or remit any tax or tax deficiency, or bankruptcy or insolvency

	PROVISION	SECTION IN AGREEMENT	SUMMARY
i	Your obligations on termination or nonrenewal	Sections 6 and 20	Cease operating the VCS Business and VCS Business Accounts, stop using Marks, including in web sites, web pages and social media, and de-identify, pay all amounts due the Region, including notes according to their terms, return or destroy Manuals and confidential materials at our option, honor post term non-compete, cease use of the Region trade secrets and Account lists, cancel any fictitious business name license using VCS or all or part of the Marks, pay amounts due to Region and Licensor for costs incurred as a result of your breach of the Agreement Certain obligations, including indemnification and confidentiality and dispute resolution continue
j	Assignment of contract by the Region	Section 21 Section 3 of the Purchase Agreement	The Region can assign contract or any note without your consent
k	Transfer by you – defined	Section 21	Assign, transfer, share or divide any interest in the Franchise Agreement, the Business Entity Franchisee, the VCS Business or the VCS Business assets
l	The Region's approval of transfer by franchisee	Section 21 Section 3 of the Purchase Agreement Unit Franchisee Account Assignment Agreement and Master Franchisee Consent (Exhibit M of Disclosure Document)	Advance written consent of the Region required As long as your obligations under the Purchase Agreement and/or Promissory Note are outstanding, you may not sell or transfer the equipment without our consent Your assignment of your rights in an Account to another VCS Business requires our approval

	PROVISION	SECTION IN AGREEMENT	SUMMARY
m	Conditions for the Region approval of transfer	Section 21 Franchise Transfer Agreement	You must be in compliance with Franchise Agreement and all agreements with us, assignee must meet current qualification requirements to the extent we require, payment of amounts due, at our option, assignee must (1) agree to by bound to your Franchise Agreement for the remainder of the term, or (2) or execute the current form of franchise agreement for the remainder of the term of your Agreement or the full term generally granted to new franchisees, execution of consent to transfer (Refer to Exhibit L of this Disclosure Document for current version of Franchise Transfer Agreement, which we can change in the future), execution of general release, your indemnification and post terms obligations must survive transfer, you may not have a security interest in the Franchise after the assignment without our consent Terms of assignment cannot in our estimation jeopardize business viability or system standards Refer to Ex I of this Disclosure Document for current version of General Release, which we can change in the future
n	The Region's right of first refusal to acquire your business	Section 23	We have right to match offer
o	The Region's option to purchase your business	Section 20	We have a right to purchase your business or its assets according to prescribed price formula if agreement is Terminated or expires and to obtain a general release from you
p	Your death or disability	Section 22	Assignment to third party within 180 days Subject to all assignment requirements and restrictions Until assignment occurs, the VCS Business must be operated by a qualified person approved by us During interim period we may assign your Accounts to an alternate VCS services provider without you having any right to the revenues received for the services provided if business is not being operated to Brand Standards

	PROVISION	SECTION IN AGREEMENT	SUMMARY
q	Non-competition covenants during the term of the franchise	Section 6	You may provide janitorial services to accounts outside of the franchised business, which are non-Vanguard accounts, but may not do so using Vanguard's or our name or marks or materials and may not compete against the Region or any other Vanguard business or franchisee for specific accounts
r	Non-competition covenants after the franchise is terminated or expires	Section 6 Section 7 of Franchise Transfer Agreement	For 2 years after termination, expiration or assignment, you may not solicit any account for janitorial services that you serviced as a VCS Business or solicit or engage in any business transactions with or divert from us any of Vanguard Cleaning Systems franchisees or employees Any similar business must serve only accounts you obtain independently
s	Modification of the agreement	Section 29	Agreement amendments must be written and signed by parties, but we can make changes in the Manuals and Brand Standards You have to implement any required changes we make
t	Integration/merger clauses	Section 29 Section 9 of the Renewal Addendum Section 9 of the Franchise Transfer Agreement	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable
u	Dispute resolution by arbitration or mediation	Section 32	Except for matters for which a party believes it is necessary to seek equitable relief i) disputes are subject to non-binding mediation for a minimum of 4 hours, and ii) if not resolved through mediation, the dispute will be resolved by binding arbitration (with limited exceptions) No party to the Agreement or its exhibits may seek to proceed under the AAA Employment Arbitration Rules Either party can bring a collection action in a court or arbitration proceeding for undisputed, ascertained amounts under $10,000

	PROVISION	SECTION IN AGREEMENT	SUMMARY
v	Choice of forum	Section 31	The location for mediation will be selected by the mediator and be within your Area Arbitration will be conducted at the closest AAA office to us Please see state specific addendum
w	Choice of Law	Section 31	California law applies Please see state specific addendum

ITEM 18
PUBLIC FIGURES

The Region does not use any public figure to promote its franchise

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Apart from designating the Service Billings associated with any Business Plan that you select when you sign your Franchise Agreement, the Region does not furnish or authorize its salespersons to furnish any information about the actual or potential sales, costs, income or profits of a franchise We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets We also do not authorize our employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet from us, 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 Vanguard Cleaning of the Southern Valley Jeff Sorrell 5301 Office Park Drive Ste 220, Bakersfield, CA 93309, 661-395-3003, the Federal Trade Commission, and the appropriate state regulatory agencies

The Region works to provide you with Account Transfers that, if accepted by you and fully satisfied by your VCS Business, are anticipated to generate annual gross revenue in the amount specified in the Business Plan you elect to purchase, as described in Exhibit A to the Franchise Agreement and Item 6 of this Disclosure Document This information is only an estimate of the gross revenue that may be generated by Business Plan Accounts if fully satisfied by your VCS Business and if billings to those Accounts are fully collected In providing you with a particular Business Plan package, the Region estimates the Services Billing based on what

is provided in the Account Cleaning Services Agreements, assuming full performance at the prices specified without reduction for early cancellation, bad debt or any other reason The information provided is not a forecast of your future financial performance

Services Billing amounts are only estimates of what we think you may earn. Your individual results may differ. There is no assurance you'll earn as much.

Gross revenue that might be obtained from an Account is not an assurance that you will make a particular amount of gross or net revenue The Region cannot ensure that all Account Cleaning Services Agreements will be fully satisfied Accounts may cancel or fail to pay all amounts due under their contract The Region does not guarantee that canceled Accounts can be replaced, and there may be a delay between cancellation of an Account and securing a replacement, if any The Business Plan commitment only relates to the Accounts we agree to initially provide to you It does not guarantee that the Accounts will remain with you Accounts may cancel for a variety of reasons and the Region does not promise they will be replaced

Actual results vary from unit to unit and we cannot estimate the results of any particular franchise The Service Billings of any Business Plan should not be considered to be the actual sales or revenues you will realize Your results may differ as explained above

The Service Billings of any Business Plan do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the Service Billings /revenues figures (if attained, which may not necessarily occur) to obtain your net income or profit You should conduct an independent investigation of the costs and expenses you will incur in operating your Vanguard Cleaning Systems business Franchisees or former franchisees listed in the disclosure document may be one source of this information

On reasonable request, we will provide you with substantiation of the data used to prepare the information in this Item

In the fiscal year ended December 31, 2016 of the 8 franchisees who purchased franchises in that year had either received 100% of the Business Plan Account commitment from the Region or were still in their fulfillment period at the end of the fiscal year Zero franchisee(s) had their original initial franchise fee refunded after completing the VCS Business System Program and not wanting to receive Accounts

These results only represent whether Accounts were initially offered to franchisees according to the Franchisee's selected Business Plan and do not represent whether the Accounts remained with the franchisee Accounts may cancel for a variety of reasons and the Region does not promise they will be replaced The results for this fiscal year are not necessarily a reliable predictor of the Region's future performance, and the Region does not represent that it will in all cases fulfill the initial minimum Business Plan Account/Service Billings commitment Your exclusive remedy in case the initial Service Billings commitment is not timely fulfilled is to request a refund, as explained in Item 6 of this Disclosure Document

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

The first set of tables (1-5), below, includes information specific to our Region, called Vanguard Cleaning Systems of the Southern Valley, and our unit franchisees The second set of tables (6-10) includes statistics on all unit franchises within the Vanguard system Unit franchise data for other regions is provided by and relates to unit franchising activities of master franchisees in other regions

Table 1
Vanguard Cleaning Systems Of The Southern Valley Outlet Summary For The Fiscal Years Of 2014, 2015, And 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	16	28	12
	2015	28	33	5
	2016	33	41	8
Company-Owned	2014	0	0	0
	2015	0	0	0
	2016	0	0	0
Total Outlets	2014	16	28	12
	2015	28	33	5
	2016	33	41	8

Table 2
Transfers of Unit Outlets from Franchisees to New Owners (other than Vanguard Cleaning Systems of the Southern Valley) For the Fiscal Years of 2014, 2015, and 2016

State	Year	Number of Transfers
CA-Bakersfield	2014	1
	2015	4
	2016	2
Total	2014	1
	2015	4
	2016	2

Table 3
Status Of **Franchised** Outlets Of Vanguard Cleaning Systems Of The Southern Valley For Years 2014 To 2016

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
CA	2014	16	14	0	0	0	2	28
	2015	28	5	0	0	0	1	33
	2016	33	8	0	0	0	0	41
Total	2014	16	14	0	0	0	2	28
	2015	28	5	0	0	0	1	33
	2016	33	8	0	0	0	0	41

Table 4
Status of Company-Owned Outlets of Vanguard Cleaning Systems of the Southern Valley For Years 2014 To 2016

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
CA	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
Total	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0

Table 5
Projected Openings for Vanguard Cleaning Systems of the Southern Valley as of 12/31/16

State	Franchise Agreements Signed but Outlets Not Opened	Projected New Franchised Outlets in Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
CA	0	10	0
Total	0	10	0

SYSTEM STATUS SUMMARY

Table 6
Systemwide Unit Outlet Summary Of All Regions For The Fiscal Years Of 2014, 2015, And 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	2,671	2,794	+123
	2015	2,794	2,840	+46
	2016	2,840	2,920	+80
Company-Owned	2014	0	0	0
	2015	0	0	0
	2016	0	0	0
Total Outlets	2014	2,671	2,794	+123
	2015	2,794	2,840	+46
	2016	2,840	2,920	+80

Table 7
Transfers of Unit Outlets from Franchisees to New Owners (other than their Franchisor) For the Fiscal Years of 2014, 2015, and 2016

State	Year	Number of Transfers
AL-Birmingham	2014	1
	2015	5
	2016	0
AZ-Phoenix	2014	1
	2015	0
	2016	0
AZ-Tucson	2014	0
	2015	0
	2016	2
CA-Bakersfield	2014	1
	2015	0
	2016	1
CA-Southern California	2014	0
	2015	1
	2016	1
CA-North Bay	2014	1
	2015	2
	2016	0
CA-Sacramento	2014	0

State	Year	Number of Transfers
	2015	0
	2016	1
CA-Stockton	2014	0
	2015	4
	2016	0
FL - Jacksonville	2014	0
	2015	1
	2016	0
FL-Miami	2014	1
	2015	1
	2016	2
FL-North Port	2014	1
	2015	2
	2016	2
FL-Orlando	2014	0
	2015	2
	2016	0
FL-Tampa	2014	1
	2015	1
	2016	2
GA-Atlanta	2014	3
	2015	0
	2016	2
IL-Chicago	2014	1
	2015	2
	2016	0
MD - Baltimore	2014	0
	2015	1
	2016	0
MN-Minneapolis/ St Paul	2014	1
	2015	0
	2016	1
NC-Raleigh	2014	2
	2015	0
	2016	0
NC-Triad	2014	1
	2015	2
	2016	0
NJ-Central	2014	3
	2015	0
	2016	1
NJ-Northern	2014	2

State	Year	Number of Transfers
	2015	3
	2016	1
NM-Albuquerque	2014	0
	2015	0
	2016	1
NY-Hudson Valley	2014	1
	2015	1
	2016	0
NY-Long Island	2014	0
	2015	1
	2016	1
NY-Rochester	2014	0
	2015	1
	2016	0
OH-Cincinnati	2014	0
	2015	1
	2016	0
OR-Portland	2014	0
	2015	4
	2016	2
PA-Allentown	2014	1
	2015	2
	2016	2
PA-Central	2014	3
	2015	4
	2016	1
RI–Providence	2014	1
	2015	0
	2016	0
TX-San Antonio	2014	0
	2015	1
	2016	2
UT–Salt Lake City	2014	2
	2015	3
	2016	0
VA–Chesapeake	2014	0
	2015	2
	2016	1
VA-Richmond	2014	0
	2015	0
	2016	2
WA–Seattle	2014	1
	2015	4

State	Year	Number of Transfers
	2016	3
WA-Spokane/ Kennewick	2014	0
	2015	4
	2016	5
Total	2014	29
	2015	55
	2016	36

Table 8
Status Of Unit Franchised Outlets For The Fiscal Years Of 2014, 2015 And 2016

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations For Other Reasons	Outlets at End of Year
AL-Birmingham	2014	84	9	1	0	0	0	92
	2015	92	13	0	0	0	2	103
	2016	103	11	1	0	0	5	108
AZ – Phoenix	2014	65	2	0	0	0	8	59
	2015	59	4	1	0	0	7	55
	2016	55	4	1	0	0	4	54
AZ-Tucson	2014	10	8	2	0	0	1	15
	2015	15	7	2	0	0	0	20
	2016	20	4	3	0	0	1	20
AR-Ozarks	2014	34	5	1	0	0	1	37
	2015	37	7	0	0	0	2	42
	2016	42	2	2	0	0	2	40
CA-Bakersfield	2014	20	7	0	0	0	0	27
	2015	27	5	0	0	0	2	30
	2016	30	8	1	0	0	1	36
CA-Northern California	2014	128	7	3	0	0	7	125
	2015	125	9	1	0	0	9	124
	2016	124	5	1	0	0	7	121

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations For Other Reasons	Outlets at End of Year
CA-Southern California	2014	145	6	1	0	0	14	136
	2015	136	7	0	0	0	10	133
	2016	133	9	1	0	0	17	124
CA-North Bay	2014	39	8	4	0	0	2	41
	2015	41	4	0	0	0	2	43
	2016	43	0	0	0	0	0	43
CA-Sacramento	2014	36	4	4	0	0	0	36
	2015	36	1	0	0	0	0	37
	2016	37	3	0	0	0	4	36
CA-Stockton	2014	40	11	2	0	0	2	47
	2015	47	4	1	0	0	1	49
	2016	49	4	0	0	0	3	50
CT-Connecticut	2014	13	0	0	0	0	1	12
	2015	12	0	0	0	0	12	0[2]
	2016	0	0	0	0	0	0	0
DE–Wilmington	2014	6	0	0	0	0	0	6
	2015	6	0	0	0	0	0	6
	2016	6	2	0	0	0	0	8
FL-Jacksonville	2014	15	10	0	0	0	1	24
	2015	24	4	4	0	0	0	24
	2016	24	11	3	0	0	0	32
FL-Miami	2014	29	9	0	0	0	8	30
	2015	30	9	0	0	0	4	35
	2016	35	10	0	0	0	5	40

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations For Other Reasons	Outlets at End of Year
FL-North Port	2014	83	13	0	0	0	8	88
	2015	88	8	0	0	0	3	93
	2016	93	8	0	0	0	2	99
FL-Orlando	2014	33	9	2	0	0	6	34
	2015	34	13	0	0	0	7	40
	2016	40	12	0	0	0	11	41
FL-Tampa	2014	99	14	6	0	0	15	92
	2015	92	16	0	0	0	16	92
	2016	92	24	0	0	0	20	96
GA-Atlanta	2014	46	11	3	0	0	0	54
	2015	54	10	0	0	0	5	59
	2016	59	10	0	0	0	8	61
IL-Chicago	2014	52	4	0	0	0	6	50
	2015	50	1	0	0	0	3	48
	2016	48	11	0	0	0	7	52
KY-Louisville	2014	35	12	1	0	0	2	44
	2015	44	8	0	0	0	3	49
	2016	49	8	0	0	0	4	53
MA–Boston	2014	30	0	0	0	0	3	27
	2015	27	0	0	0	0	27	0[2]
	2016	0	0	0	0	0	0	0
MD–Baltimore	2014	46	10	0	0	0	6	50
	2015	50	11	0	0	0	2	59
	2016	59	7	0	0	0	5	61
MI–Detroit	2014	71	14	0	0	0	10	75

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations For Other Reasons	Outlets at End of Year
	2015	75	8	0	0	0	8	75
	2016	75	13	0	0	0	4	84
MN–Minneapolis/St Paul	2014	68	6	1	0	0	7	66
	2015	66	11	3	0	0	4	70
	2016	70	11	5	0	0	4	72
MO-St Louis	2014	4	0	0	0	0	0	4
	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	1	3
NC-Charlotte	2014	37	5	2	0	0	1	39
	2015	39	3	1	0	0	3	38
	2016	38	2	3	0	0	0	37
NC-Raleigh	2014	66	9	1	0	0	10	64
	2015	64	7	0	0	0	4	67
	2016	67	10	1	0	0	3	73
NC-Triad (Greensboro)	2014	28	10	5	0	0	1	32
	2015	32	14	7	0	0	1	38
	2016	38	7	1	0	0	4	40
NE-Omaha	2014	3	5	0	0	0	0	8
	2015	8	2	1	0	0	0	9
	2016	9	6	1	0	0	1	13
NJ-Central	2014	109	11	0	0	0	8	112
	2015	112	11	0	0	0	13	110

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations For Other Reasons	Outlets at End of Year
	2016	110	8	0	0	0	15	103
NJ-Northern	2014	91	17	0	0	0	4	104
	2015	104	19	10	0	0	0	113
	2016	113	9	7	0	0	0	115
NM-Albuquerque	2014	12	6	1	0	0	2	15
	2015	15	8	1	0	0	1	21
	2016	21	6	2	0	0	0	25
NV-Las Vegas	2014	0	6	0	0	0	0	6
	2015	6	9	0	0	0	0	15
	2016	15	13	1	0	0	0	27
NY–Hudson Valley	2014	21	5	0	0	0	1	25
	2015	25	3	0	0	0	3	25
	2016	25	0	0	0	0	1	24
NY-Long Island	2014	39	22	0	0	0	14	47
	2015	47	4	0	0	0	12	39
	2016	39	2	0	0	0	16	25
NY–Rochester	2014	19	1	2	0	0	0	18
	2015	18	4	0	0	0	3	19
	2016	19	6	0	0	0	3	22
OH-Cincinnati	2014	14	19	4	0	0	5	24
	2015	24	16	7	0	0	5	28
	2016	28	12	13	0	0	4	23
OH–Columbus	2014	51	0	0	0	0	51	0[1]
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations For Other Reasons	Outlets at End of Year
OR-Portland	2014	38	5	3	0	0	0	40
	2015	40	4	3	0	0	3	38
	2016	38	5	4	0	0	3	36
PA-Allentown/ Scranton/ Wilkes Barre	2014	84	6	0	0	0	2	88
	2015	88	9	6	0	0	0	91
	2016	91	16	3	0	0	0	104
PA-Central (Harrisburg)	2014	53	31	0	0	0	4	80
	2015	80	25	8	0	0	0	97
	2016	97	24	16	0	0	0	105
PA-Philadelphia	2014	60	11	0	0	0	5	66
	2015	66	11	0	0	0	6	71
	2016	71	7	0	0	0	12	66
RI–Providence	2014	42	4	0	0	0	7	39
	2015	39	0	0	0	0	39	0[2]
	2016	0	0	0	0	0	0	0
TN–Nashville	2014	26	2	0	0	0	2	26
	2015	26	7	5	0	0	0	28
	2016	28	7	2	0	0	0	33
TX-Austin	2014	44	11	3	0	0	4	48
	2015	48	9	0	0	0	3	54
	2016	54	8	0	0	0	5	57
TX-Dallas	2014	36	18	2	0	0	0	52
	2015	52	19	6	0	0	0	65
	2016	65	10	3	0	0	0	72

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations For Other Reasons	Outlets at End of Year
TX-Houston	2014	28	10	4	0	0	3	31
	2015	31	10	4	0	0	9	28
	2016	28	9	5	0	0	0	32
TX–San Antonio	2014	96	7	4	0	0	4	95
	2015	95	10	8	0	0	4	93
	2016	93	0	0	4	0	8	81
UT–Salt Lake City	2014	119	4	4	0	0	4	115
	2015	115	12	1	0	0	5	121
	2016	121	8	1	0	0	6	122
VA-Central Virginia	2014	24	14	0	0	0	8	30
	2015	30	1	0	0	0	8	23
	2016	23	3	0	0	0	1	25
VA–Chesapeake	2014	73	14	4	0	0	14	69
	2015	69	6	4	0	0	5	66
	2016	66	5	0	0	0	4	67
WA–Seattle	2014	105	20	0	0	0	12	113
	2015	113	12	2	0	0	12	111
	2016	111	7	1	0	0	5	112
WA–Spokane/Kennewick	2014	105	14	5	0	0	0	114
	2015	114	7	5	0	0	0	116
	2016	116	8	5	0	0	1	118
WI-Milwaukee	2014	17	6	0	0	0	0	23
	2015	23	4	0	0	0	1	26
	2016	26	8	0	0	0	5	29

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations For Other Reasons	Outlets at End of Year
UNITED STATES Total	2014	2,671	472	75	0	0	274	2,794
	2015	2,794	406	91	0	0	269	2,840
	2016	2,840	383	91	0	0	212	2,920
Calgary, Alberta, Canada	2014	128	15	2	0	0	4	137
	2015	137	16	5	0	0	7	141
	2016	141	12	3	0	0	10	140
Edmonton, Alberta Canada	2014	76	22	5	0	0	4	89
	2015	89	13	5	0	0	6	91
	2016	91	3	4	0	0	8	82
Vancouver, British Columbia Canada	2014	33	17	1	0	0	0	49
	2015	49	9	1	0	0	0	57
	2016	57	10	0	0	0	8	59
Toronto, Ontario, Canada	2014	38	7	4	0	0	1	40
	2015	40	3	5	0	0	0	38
	2016	38	2	4	0	0	0	36

[1] The Columbus Ohio Master Franchise was terminated in 2014

[2] The Master Franchise covering Connecticut, Massachusetts and Rhode Island was mutually terminated in 2015

Table 9
Status Of Company-Owned Unit Outlets For Fiscal Years Of 2014, 2015, And 2016

Neither the Region, Vanguard nor any other Master Franchisee has owned or operated a Unit Outlet for the years of 2014, 2015, or 2016

State	Year	Outlets At Start Of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold To Franchisees	Outlets At End Of The Year
Total	2014	0	0	0	0	0	0

State	Year	Outlets At Start Of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold To Franchisees	Outlets At End Of The Year
Outlets	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0

Table 10
Projected New Franchised Unit Outlets As of December 31, 2016

State	Unit Franchise Agreements signed But Outlet Not Opened as of December 31, 2016	Projected New Unit Franchised Outlets in the Next Fiscal Year (2017)	Projected New Company-Owned Outlet In the Next Fiscal Year (2017)
AL-Birmingham	0	10	0
AZ– Phoenix	0	0	0
AZ-Tucson	0	8	0
AR-Ozarks	0	10	0
CA-Bakersfield	0	12	0
CA-Northern California	0	5	0
CA-Southern California	1	7	0
CA-North Bay	1	10	0
CA-Sacramento	0	4	0
CA-Stockton	0	7	0
DE–Wilmington	0	3	0
FL-Jacksonville	0	12	0
FL-Miami	2	10	0
FL-North Port	0	10	0
FL-Orlando	0	12	0
FL-Tampa	0	18	0
GA-Atlanta	1	12	0
IL–Chicago	0	12	0
KY-Louisville	0	10	0
MD–Baltimore	3	6	0
MI–Detroit	0	10	0

State	Unit Franchise Agreements signed But Outlet Not Opened as of December 31, 2016	Projected New Unit Franchised Outlets in the Next Fiscal Year (2017)	Projected New Company-Owned Outlet In the Next Fiscal Year (2017)
MN–Minneapolis/St Paul	1	13	0
MO-St Louis	0	0	0
NC-Charlotte	0	5	0
NC-Raleigh	1	10	0
NC-Triad (Greensboro)	0	6	0
NE-Omaha	1	6	0
NJ-Central	2	14	0
NJ-Northern	0	10	0
NM-Albuquerque	0	9	0
NV-Las Vegas	0	12	0
NY–Hudson Valley	0	0	0
NY-Long Island	2	7	0
NY-Rochester	0	10	0
OH-Cincinnati	0	12	0
OR-Portland	0	6	0
PA-Allentown/Scranton/Wilkes Barre	0	10	0
PA-Central (Harrisburg)	0	24	0
PA-Philadelphia	3	12	0
TN–Nashville	0	6	0
TX-Austin	0	8	0
TX-Dallas	0	14	0
TX-Houston	3	20	0
TX–San Antonio	1	8	0
UT–Salt Lake City	0	10	0
VA-Central Virginia	0	6	0
VA–Chesapeake	0	10	0

State	Unit Franchise Agreements signed But Outlet Not Opened as of December 31, 2016	Projected New Unit Franchised Outlets in the Next Fiscal Year (2017)	Projected New Company-Owned Outlet In the Next Fiscal Year (2017)
WA–Seattle	1	12	0
WA–Spokane/Kennewick	0	10	0
WI-Milwaukee	0	8	0
United States Total	23	466	0
Calgary, Alberta, Canada	0	10	0
Edmonton, Alberta Canada	2	8	0
Vancouver, British Columbia, Canada	1	10	0
Toronto, Ontario, Canada	0	5	0

Attached to this Disclosure Document as Exhibit D is a list of all active unit franchisees of our Region as of 12/31/16

A list of active unit franchisees for certain other regions is attached as Exhibit D-1

Attached to this Disclosure Document as Exhibit F is a list of all unit franchisees of our Region that have left the Vanguard Cleaning Systems franchise organization in the year ending 12/31/16, or have failed to communicate with us during the 10 week period prior to the date of this Disclosure Document or any applicable filing date

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

In the last three fiscal years, no franchisees of the Region have signed confidentiality clauses that would restrict their ability to speak openly about their experience with the Region or the Vanguard Cleaning System franchise system

There are no independent franchisee organizations that have asked to be included in this disclosure document

ITEM 21
FINANCIAL STATEMENTS

Attached as part of Exhibit E is the audited financial statement of the Region for the period ended December 31, 2016 The Region's fiscal year end is December 31

Also included in Exhibit E are the audited financial statements of Vanguard for the fiscal years ending December 31, 2016, 2015, and 2014 These statements are provided for your

information only Vanguard does not guaranty the performance of the Region and undertakes no obligations to you

ITEM 22
CONTRACTS

The following Exhibits to this Disclosure Document are the contracts we use in offering franchises

Exhibit A	Franchise Agreement with Exhibits Exhibit A – Optional Business Plans and Related Terms Exhibit B – Promissory Note Exhibit C – Form of Personal Guaranty Exhibit D – Independent Contractor Acknowledgement
Exhibit C	Purchase Agreement
Exhibit H	Renewal Addendum to the Franchise Agreement
Exhibit I	General Release of Claims
Exhibit J	Additional Account Business Marketing Fee Agreement
Exhibit K	Account Transfer Acceptance
Exhibit L	Franchise Transfer Agreement
Exhibit M	Unit Franchisee Account Assignment Agreement and Master Franchisee Consent
Exhibit N	Receipt of Franchise Related Documents

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear as Exhibit O Please sign and date one copy and return it to us Retain the other copy for your records

EXHIBIT A

TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

Prestige Worldwide Inc
dba
Vanguard Cleaning Systems of the Southern Valley
FRANCHISE AGREEMENT

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Exhibit A – Business Plans, Business Plan Referral Fees and Business Plan Accounts/Terms

Exhibit B – Promissory Note

Exhibit C – Form of Personal Guaranty

Exhibit D – Independent Contractor Acknowledgement

FRANCHISE AGREEMENT

THIS AGREEMENT is made by and between Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley ("Franchisor") and _____ [a corporation] [a limited liability company] with a principal place of business located at _____ (hereinafter collectively called "You" or "Franchisee")

RECITALS

A Vanguard Cleaning Systems® franchisees operate independent businesses that provide commercial janitorial services under the "Vanguard Cleaning Systems" trade name (each a "VCS Business")

B A VCS Business is licensed to use the processes, operating standards, know-how and other proprietary information and procedures (the "System") for conducting and developing a VCS Business in a manner that preserves the quality and goodwill associated with the Vanguard Cleaning Systems trademarks, service marks, logos, and other identifiers (the "Marks")

C Franchisor has been granted a master franchise by Vanguard Cleaning Systems, Inc (the "Licensor") to award VCS Business franchises using the System and the Marks Licensor is not a party to this Agreement or responsible for Franchisee's or Franchisor's performance under this Agreement or otherwise

D Franchisee applied for a franchise to establish, own and operate a VCS Business and to obtain the advantages associated with the System and Franchisor's support services, and Franchisee's application has been approved by Franchisor in reliance upon the information Franchisee has provided

For and in consideration of the performance of each and every one of the promises, covenants, benefits and obligations contained in this Agreement, the parties agree as follows

TERMS OF AGREEMENT

1 Grant to Franchisee

A Franchise Awarded Franchisor hereby grants to Franchisee a nonexclusive license upon the terms and conditions contained in this Agreement to use the VCS Business System and the Marks in the operation of a VCS Business franchise Franchisee's franchise is for a term of five (5) years from the effective date of this Agreement, if not earlier terminated as provided in Sections 19 and 21, below Franchisee is licensed under this Agreement to operate a commercial janitorial service business that offers to business accounts select commercial cleaning services under the Marks (each a "VCS Account") only in the following geographic area (the "Area")

_____

_____

Franchisee's VCS Business may not offer or provide services to VCS Accounts outside of the Area without Franchisor's prior consent, which Franchisor has an unrestricted right to withhold

Franchisee is not granted any exclusivity in the Area, including marketing or customer exclusivity Franchisee can only solicit and generate VCS Accounts that are physically located in the Area Each VCS Account involves a commercial cleaning services customer relationship established and maintained under a contract for VCS commercial cleaning services (an "Account Cleaning Services Agreement") Franchisor has the right to subcontract with others and to license others to operate under the Marks or other brands and to sell any product or service in the Area, including other VCS Businesses Franchisor reserves all rights not expressly granted to Franchisee under this Agreement

2 **Franchisee's Initial Franchise Fee and Pre-Operating Commitments**

A Initial Franchise Fee Franchisee will pay to Franchisor in a lump sum on or before the effective date of this Agreement an initial franchise fee of $5,000 (the "Initial Franchise Fee") The Initial Franchise Fee is due in full and fully earned when paid The Initial Franchise Fee is non-refundable unless Franchisee exercises its right to terminate this Agreement within thirty (30) days of the effective date of this Agreement, as provided in Section 19 E , below The effective date of this Agreement is specified on the signature page (the "Effective Date") Payment of the Initial Franchise Fee enables Franchisee to use the System and the Marks, subject to the terms of this Agreement, and must be made regardless of whether Franchisee obtains a VCS Business Plan or not Optional Business Plans are described on Exhibit A of this Agreement

B Documents and Actions Required Before Franchisee may begin operating its VCS Business, Franchisee must deliver to Franchisor the items described below

i) certificates of insurance or comparable evidence of coverage as provided in Section 16, below, demonstrating that Franchisee has obtained the minimum insurance coverage for Franchisee's VCS Business,

ii) a copy of the Franchisee's current Business License Franchisee must ensure that a current Business License is on file with Franchisor at all times during the term of this Agreement, and

iii)a copy of Franchisee's articles of incorporation as filed with the state or Franchisee's operating agreement, as applicable, and the related state-issued entity/file number and federal employer identification number

3 **Franchisor's Pre-Operating Commitments**

A VCS Business System Program

1 Franchisor will make the VCS Business System Program available for a Designated Owner and other owners of Franchisee The VCS Business System Program is attended at Franchisee's option and includes information on VCS System standards and procedures (collectively, the "Brand Standards") The VCS Business System Program is designed to promote maintenance of the quality and goodwill associated with the System and the Marks, as well as to give guidance to Franchisee on new business development A "Designated Owner" is a person with an ownership interest in Franchisee and is identified on the signature page of this Agreement

2 The Business System Program may be delivered at various locations within reasonable proximity to the Area identified in Section 1, above, and Franchisor will use reasonable efforts to accommodate Franchisee's schedule Franchisee is responsible for any travel, incidental costs, and other expenses that Franchisee or its management personnel may incur in participating in the VCS Business System Program or in any additional programs

4 **VCS Business Plan Accounts**

A After Franchisee satisfies the pre-opening commitments described in Section 2, above, and within forty-five (45) days of the Effective Date, Franchisor will offer Franchisee an opportunity to select with Franchisor one of the VCS Business Plans identified on Exhibit A of this Agreement Franchisee is not required to purchase a Business Plan If a Business Plan is selected Franchisor and Franchisee will sign Exhibit A and Franchisor will offer Franchisee within the applicable fulfillment period (the "Fulfillment Period") VCS Accounts according to the terms and conditions contained in Exhibit A Franchisee will sign Franchisor's then current version of an Account Transfer Acceptance for each Account Franchisee accepts The form being used as of the Effective Date of this Agreement is attached as Exhibit K of Franchisee's Franchise Disclosure Document

5 **Franchisor Services to VCS Businesses**

A Business Support Services for VCS Business Accounts Franchisor has devoted substantial time, effort and resources to developing and maintaining the capabilities required to deliver the Vanguard Cleaning Systems business System to Franchisees, which includes certain accounting, collection and back office support services (collectively, the "Business Support Services") Business Support Services allow Franchisees to concentrate on management operations and business development for their VCS Businesses Therefore, Franchisee gives Franchisor the exclusive right to perform the Business Support Services on Franchisee's behalf for all of Franchisee's VCS Accounts , including those obtained by Franchisee Non-Vanguard Accounts, which are described in Section 5 D , are excluded from this requirement VCS Business Accounts secured by Franchisee will be offered an Account Cleaning Services Agreement with Franchisor Franchisor can reject an Account that Franchisor reasonably believes is an unacceptable credit risk or for which Franchisee's VCS' Business is inadequately insured, or which is likely to have a negative impact on the goodwill associated with the Vanguard Cleaning Systems brand Franchisor's rejection of any such an Account as a VCS Account does not in any way limit Franchisee's ability to contract with the rejected Account as a Non-Vanguard Account, as provided in Section 5 D , below

B Collections and Accounting

1 Each month, Franchisor makes commercially reasonable efforts to collect amounts owed by Franchisee's VCS Business Accounts for services provided by Franchisee under the applicable Account Cleaning Services Agreement Such collected amounts shall be deposited to a dedicated bank account established by Franchisor exclusively for receipt of payments from all VCS Business Accounts (the "VCS Clearing Account") Franchisor will remit to Franchisee by the 28th of each calendar month (the "Payment Date") the balance of collected amounts remaining after appropriate deductions are made Franchisor will deduct from funds collected from Franchisee's VCS Business Accounts and paid into the VCS Clearing Account all amounts then due from Franchisee to Franchisor, including the amounts identified below (the "Deductions")

i) Business Support Services fees described in Section 11,
ii) Royalty fees described in Section 11,
iii) Any Promissory Note installments owed in connection with a Business Plan selection as provided on Exhibit A, Additional Accounts, equipment purchases or otherwise,
iv) Any Marketing Fee (or portion thereof) then due, as described in Section 12,
v) Any amounts due Franchisor for Special Services, as described in Section 12, or for Services Reimbursements incurred by Franchisor under Section 12,
vi) Any insurance or bond payments and any related administrative charges due, if Franchisee chooses to participate in such coverage through Franchisor, and
vii) Any other amounts payable to Franchisor

2 Franchisor may, but is not obligated to, advance Franchisee monies uncollected from one or more VCS Accounts for up to sixty (60) days Franchisor does not guarantee Franchisee that Accounts will timely pay amounts owed for services performed by Franchisee's VCS Business Franchisee can discontinue servicing any VCS Account that fails to pay on time for services provided by Franchisee under the applicable Account Cleaning Services Agreement Franchisor will consult with Franchisee before discontinuing invoices to any of Franchisee's VCS Accounts Franchisor is not required to engage attorneys or collection agencies or to file suit to collect amounts owed by an Account Franchisor will consult with Franchisee before settling a delinquent Account matter with the Account, which may result in the acceptance of less than the amount owed by the Account Franchisor can discontinue Account collection activity after expending reasonable efforts Funds advanced to the Franchisee applicable to such an Account (an "Uncollected Account") can be deducted by Franchisor from amounts payable to Franchisee All funds deposited to the VCS Clearing Account for Account services performed under an Account Cleaning Services Agreement are subject to the royalty and other Franchisor compensation requirements described in Section 11, below

3 On written request by Franchisee, Franchisor will assign to Franchisee the right to collect the outstanding balance on an Uncollected Account Franchisee agrees to comply with all applicable laws and regulations governing debt collection practices and to indemnify and hold harmless Franchisor from any costs, expenses, fines, damages, suits or liabilities of any kind or nature arising out of, or in connection with, the assigned

rights in the Uncollected Account and/or Franchisee's related acts or failures to act in connection with an Uncollected Account

C Account Changes If ownership of an Account serviced by Franchisee's VCS Business reverts to Franchisor, as provided in Section 19 B , below, then Franchisor can arrange for an alternative VCS Business to handle the services specified under the applicable Account Cleaning Services Agreement Franchisee shall not be entitled to any replacement of such an Account or to any refund Franchisee will cooperate in the Account transition and waives any rights to Account payments made for services performed by another VCS Business

D Non-Vanguard Accounts Franchisee can independently service janitorial accounts solicited by Franchisee outside of the VCS Business ("Non-Vanguard accounts"), if the services are not connected in any way with the Vanguard Cleaning Systems Marks or System or any Vanguard Cleaning Systems forms or materials Franchisee is solely responsible for the administration of and billing/collection services for all Non-Vanguard accounts, which accounts are not covered under any insurance or bonding coverage that may be available through Franchisor Franchisee must not refer to Vanguard Cleaning Systems in dealing with any Non-Vanguard accounts or any other business that Franchisee or any Franchisee Affiliate or Owner may operate separately from the VCS Business An Affiliate is a company that owns, is owned by or is under common control with another company A Franchisee Owner is any person with a direct or indirect legal or beneficial interest in Franchisee

E Other Support Franchisor may provide general guidance and suggestions to Franchisee on subjects such as business development, marketing, operational efficiencies, and financial performance if and to the extent and in the manner Franchisor considers appropriate Franchisor also may offer consulting to Franchisee from time to time to familiarize Franchisee with updated procedures, standards and other information relating to the System and intended to promote the uniform quality of services offered under the Marks

F Ancillary Account Services Franchisee can choose to market and deliver independently to VCS Accounts services/products that are ancillary to the services provided under the Account Cleaning Services Agreement, such as plant maintenance and replacement and minor handyman services Franchisee shall notify Franchisor in writing before offering/delivering any ancillary services/products to VCS Accounts Franchisor can require i) that any such services/products be offered/sold to a VCS Account by a limited liability company, corporation or other type of legal entity (a "Business Entity") separate and distinct from Franchisee so as to ensure that there is no confusion regarding the scope of services provided under the VCS brand, ii) that Franchisee fully indemnify and hold Franchisor harmless from any costs, damages, claims, expenses or liabilities of any kind directly or indirectly arising or of or related to the offer/delivery of any such ancillary services, and iii) that Franchisee provide evidence of insurance coverage sufficient to permit Franchisee to meet such indemnification obligations Franchisor's Business Support Services, including billing and collection activities, will not be provided in connection with any such ancillary services Revenue from ancillary services/products sold to VCS Accounts in compliance with this paragraph are not subject to royalty, Business Support Services fees or other compensation due Franchisor under this Agreement

6 Vanguard Cleaning Systems Intellectual Property and System Protections

A Vanguard Cleaning Systems Marks and System

1 Franchisee is licensed under this Agreement to use the Vanguard Cleaning Systems Marks and System only for Franchisee's VCS Business and only in a manner that is consistent with Brand Standards The goodwill and positive public perception associated with the Marks and System are valuable components of the VCS Business Franchise that Franchisee has been awarded The Marks and System must not be used in connection with Non-Vanguard accounts, or unauthorized products or services, or in any manner not specifically permitted under this Agreement

2 Franchisee must not add any accompanying words or symbols to the Marks or otherwise alter or display the Marks in any way not approved by Franchisor in advance and in writing Franchisee will use "Vanguard Cleaning Systems" as the exclusive trade name (d/b/a) for Franchisee's VCS Business Franchisee will obtain at Franchisee's expense a fictitious or assumed name registration if required under local law or by Franchisor to protect the VCS brand Franchisee may not use the Marks as part of its legal Business Entity name

3 Franchisee must not authorize or license any other person or entity to use the Marks or System As a licensee, Franchisee has no right, ownership or interest in or to the Marks/System, Vanguard Cleaning Systems Intellectual Property or the goodwill associated with any of them For purposes of this Agreement, "Intellectual Property" includes, regardless of the form or medium involved, any Vanguard Cleaning Systems software and data, the Marks, Confidential Information, as described in Section 6 C , below and all other proprietary, copyrightable and/or trade secret information and materials incorporated into the System Franchisee agrees not to assert any claim to any goodwill, reputation or ownership of the Marks or other Intellectual Property or to act in conflict with Licensor's rights in the Marks or other Intellectual Property, either during the term of this Agreement or afterwards Franchisee agrees to provide Franchisor such information as Franchisor may reasonably request to demonstrate Franchisee's compliance with any data protection and/or cybersecurity requirements Franchisor may establish from time to time

4 Additional or substitute Marks may be incorporated into the System and Marks may be modified or discontinued (collectively "changes") by Licensor Uniformity in the use and display of the Marks in connection with VCS Business operations is important to the integrity of the brand and all persons/entities that are licensed to use it Franchisee will adopt and comply with the changes at Franchisee's expense as required

5 Franchisee must immediately notify Franchisor in writing on learning or receiving notice of any alleged trademark infringement involving Franchisee's use of the Marks Franchisor shall take such action as Franchisor deems appropriate, if any Franchisor and Licensor are not obligated to indemnify or hold Franchisee harmless from any costs, expenses or damages incurred by Franchisee in connection with any trademark infringement proceeding or action arising out of Franchisee's use of the Marks

6 Franchisee shall notify Franchisor on learning that any unauthorized third party is or may be using any mark that is the same as or confusingly similar to the Marks Franchisor, or Licensor, as applicable, have the exclusive right to determine which, if any, action to take with respect to any potential infringement of the Marks

7 Franchisor and/or Franchisor's Licensor, as applicable, can defend and settle any claim or suit relating to the Marks using their selected counsel Franchisee shall cooperate in the defense of such actions at Franchisor's expense Franchisee shall have the right to participate at Franchisee's own expense in the defense or settlement of any claim or suit alleging infringement by Franchisee, subject to Franchisor's right to control the defense and any settlement Franchisor and Licensor are not obligated to protect or defend Franchisee for any damages or costs of defense if Franchisee is sued or made a party to any proceeding because of Franchisee's use of the Marks

B Manuals During the Term of this Agreement, Franchisor will loan Franchisee one copy of the Manuals, which are a component of the VCS System "Manuals" means the compilation of VCS System information contained in one or more publications on various subjects Manuals can be communicated to Franchisee in different mediums, including electronic Franchisee has no right or interest in the Manuals other than a license to use them while this Agreement is in effect The Manuals do not, nor are they intended to, control day to day operation of Franchisee's VCS Business Franchisor and Licensor can make additions, deletions or modifications to the Manuals

C Confidential and/or Proprietary Information

1 "Confidential Information" means information, know how, data, trade secrets and proprietary material relating to the System and VCS Businesses which is not generally known publicly or was not already known by Franchisee/Owner before becoming a VCS Business Franchisee/Owner It includes Manuals, certification programs and instructional materials, strategic marketing and other business plans, bidding and pricing practices,financial performance data, and all VCS Account agreements and related customer information, including statistical and/or financial information and all related lists

2 Both during the Term of this Agreement and for two (2) years after it expires or is terminated, Franchisee and each Owner must

use the Confidential Information only for Franchisee's VCS Business, keep it confidential, and not make or distribute any unauthorized copies of any Confidential Information or permit others to do so Franchisee will ensure that its employees and agents treat Confidential Information in the same manner as Franchisee is required to protect it

Franchisee and Owners agree to protect System trade secrets in the manner described in this paragraph both during and after the term of this Agreement, without regard to any time period limitation

D Domain Names, E-mail Addresses and Internet Usage The domain name www vanguardcleaning com is Licensor's sole property Franchisee shall not register or use any domain name or URL that contains, uses or displays the words "Vanguard Cleaning Systems" or "Vanguard", or the initials "VCS," or any Marks, or other related or confusingly similar words or symbols, unless Franchisee first receives Franchisor's written consent Franchisee may not use the Marks or any derivation of the Marks on the Internet, or in any electronic advertising or social media, including Facebook, LinkedIn, Twitter, YouTube, or other social media or applications, without Franchisor's prior written consent \

E Terms of Franchisee's Use of Intellectual Property Franchisee's ownership of Franchisee's VCS Accounts and Franchisee's license to use the Confidential Information, the Marks, the System, the Manuals and other Vanguard Cleaning Systems Intellectual Property and to provide services to VCS Accounts ends when this Agreement is assigned, terminated or expired, whichever occurs first, and as provided under Section 19 B , below

F Accounts and System Protections, Non-solicitation

1 Franchisor and VCS Businesses share a mutual interest in enhancing Vanguard Cleaning Systems competitive advantages and market share Franchisee acknowledges that the System protections described in this Section 6 F are essential elements of the bargain between Franchisee and Franchisor, can enhance the value of a VCS Franchise and represent a reasonable balancing of Franchisee's and Franchisor's respective interests Under this Agreement, Franchisee is free to operate businesses outside of and in addition to Franchisee's VCS Business, while Franchisor can ensure that ownership of VCS Business Accounts and the related Account Cleaning Services Agreements revert to Franchisor under the circumstances described in Section 19 B , below

2 During the term of this Agreement,Franchisee may solicit and provide janitorial services to Non-Vanguard Accounts independently of the VCS Business, so long as Franchisee and any Franchisee Owners and Affiliates do not in their dealings with Non-Vanguard Accounts use or refer to Franchisor, the Marks, Vanguard Cleaning Systems, or any materials or forms provided by or through Franchisor Franchisee and its Affiliates can identify, solicit and bid on new accounts that are not currently being bid on by Franchisor However, Franchisee, Franchisee Owners and Franchisee Affiliates shall not independently solicit janitorial business from Accounts that are already doing business with Franchisor or with any VCS Business, or otherwise interfere with the ongoing services provided by other VCS Businesses

3 For a period of two (2) years after termination, nonrenewal, assignment or expiration of this Agreement, Franchisee and each Franchisee Owner and Affiliate may not i) solicit or provide janitorial services to any Account that Franchisee serviced at any time as a VCS Business, or ii) solicit, engage, or attempt to engage in any business transaction with, or divert from Franchisor, any of Franchisor's employees or Vanguard Cleaning Systems franchisees

G Remedies If Franchisee does not meet any of the requirements of this Section 6 Franchisor's remedies will include, but not be limited to, the right to obtain injunctive and other equitable relief If any of the restrictions of this Section are determined to be unenforceable to an extent because of duration, the scope of geographic and/or business coverage or otherwise, they will be reduced to the level that provides the greatest protection to Franchisor and the Vanguard Cleaning Systems Marks and System, but which is still enforceable

7 Nature of the Franchise Relationship, Franchisee's Independent Business and Related Responsibilities

A Franchisee is an Independent Contractor, Legal Compliance

1 Franchisee is and shall remain a completely independent contractor in business for itself Franchisee will hold itself out as an independent business in all dealings and communications with Accounts and the public, including suppliers, lessors, government agencies, employees, and contractors Franchisee and Franchisor are not, and shall not hold themselves out as, an agent, representative, employee, officer, director, partner, owner or Affiliate of the other Neither Franchisee nor Franchisor has the authority to bind the other to any agreement or obligation without their written consent Franchisee's VCS Business is, and shall remain, totally separate from any business that Franchisor or Licensor operates Nothing in this Agreement or in the parties' course of conduct is intended or shall be construed to create, state or imply an employer-employee, co-employer or joint employer relationship, partnership, joint venture, agency or any fiduciary or special relationship between Franchisor and Franchisee, or between Licensor and Franchisee Franchisee shall identify the VCS Business and its operations as independently owned and operated and include notices of Franchisee's independent ownership on VCS Business forms, business cards, stationery, advertising, signs and other materials as Franchisor requires In entering into this Agreement, Franchisee and Franchisor each is relying upon the other to ensure that their respective actions remain consistent with the independent nature of their relationship and that their respective employees and other third parties understand that each is entirely independent of the other

2 Franchisee shall remain a corporation or limited liability company, as applicable, in good standing under local law Franchisee is otherwise free to conduct its independent VCS Business as Franchisee deems best so long as Franchisee's operations remain consistent with this Agreement, any required Brand Standards and all applicable codes, laws, regulations, ordinances and other legal requirements, including to the extent applicable privacy and data security laws pertaining to Account, employee and transactional information, as well as the Fair Labor Standards Act, the Occupational Safety and Health Act, any state wage and hours or workers compensation act, any state unemployment compensation benefit law or regulation, or any other federal, state or local employment-related or employee benefit law or regulation Franchisee shall keep current all licenses and permits required by any government agency in connection with the VCS Business Franchisee agrees to give Franchisor within three (3) days of receipt a copy of any notice from any state, local or other governmental authority alleging a failure to comply and pertaining to Franchisee or Franchisee's VCS Business

3 Franchisee has sole authority over and shall supervise, manage and control the day to day operations of its VCS Business and determine the methods, hours and details of performance necessary to meet each Account Cleaning Services Agreement terms and requirements Franchisee is exclusively in charge of hiring and firing, discipline, scheduling, staffing and management of Franchisee's VCS Business employees and contractors, the terms and conditions of their employment and their compliance with any required Brand Standards At no time will Franchisee's employees be deemed to be Franchisor's or Licensor's employees

4 Throughout the term of this Agreement Franchisee must employ a minimum of 1 employee and maintain sufficient, capable personnel to adequately staff the VCS Business and meet Account Cleaning Services Agreement requirements As an independent business, Franchisee is solely responsible for Franchisee's VCS Business periodic filings and payments due in connection with all state, federal and/or local taxes, fees and withholdings of every kind, including business and/or personal self-employment taxes and income taxes, payroll and payroll taxes for VCS Business employees, and all social security and other amounts required to be paid or withheld, as well as for worker's compensation insurance as required by law Neither Franchisor nor Licensor are responsible for any item or expense associated with Franchisee's payroll or for any other compensation or benefits related to Franchisee's employees, independent contractors or Franchisee's VCS Business

B Franchisor Not a Commercial Cleaning Service Franchisee understands and acknowledges that Franchisor is engaged in the business of licensing the System and providing franchise support services to the VCS Businesses to which it has committed Franchisor's employees do not provide commercial cleaning services

C Licensor Unrelated to Franchisee Franchisee further acknowledges that Vanguard Cleaning Systems, Inc is not a party to this Agreement, has no relationship with or to Franchisee or Franchisee's VCS Business and has made no commitments to Franchisee under this Agreement or otherwise It has licensed the Marks and the System to Franchisor to allow Franchisor to sublicense the same to Franchisee, but does not undertake any obligation to Franchisee of any kind Franchisee shall ensure that each of Franchisee's agents, employees, Owners, officers, directors, members and representatives fully understands that Vanguard Cleaning Systems, Inc has no

obligation to or relationship with any of them It is engaged exclusively in the business of licensing the System and providing support services to its master franchises, like Franchisor Neither it nor its employees perform commercial cleaning services

8 VCS **Business Activities**

A Brand Protections

1 Franchisee acknowledges that the Vanguard Cleaning Systems brand and image are core benefits of the Vanguard Cleaning Systems franchise network and that, like Franchisee, other Vanguard Cleaning System franchise members join the franchise network to enjoy those benefits Franchisor and Franchisee agree that the predictability of high quality VCS Business products/services, product/service consistency of performance and similar factors are of key importance to Vanguard Cleaning Systems Accounts and prospective Accounts, to building a positive image and reputation for the Vanguard Cleaning Systems brand and franchise network, and to both individual VCS Business and Franchise network growth Franchisee and its VCS Business operations must meet any required Brand Standards contained in the Manuals or otherwise because they are essential to the consistent quality and standards associated with Vanguard Cleaning Systems Marks and their related goodwill Brand Standards do not, nor are they intended to, control day to day operation of Franchisee's VCS Business Brand Standards do not include personnel policies or procedures, including those relating to hiring, firing, discipline, wages, scheduling and other terms and conditions for Franchisee's employees and contractors, as Franchisee is solely responsible for establishing such policies and procedures To protect the Vanguard Cleaning Systems reputation, image and goodwill and to maintain uniform quality, Franchisee also agrees to comply with the following terms in conducting its VCS Business

i) Franchisee is free to determine which Account Transfers Franchisee wishes to accept For purposes of this Agreement, a "Transfer" of an Account to Franchisee's VCS Business gives Franchisee ownership and control of the Account and the Account relationship, subject to Franchisor's reversion rights as described in Section 19 B , below In accepting an Account Transfer, Franchisee commits to meet the Account Cleaning Services Agreement requirements, as negotiated by the customer, and to follow security procedures established by the Account Franchisee is solely responsible for the services performed at such Account locations and for the day to day operations of its VCS Business in fulfilling Account commitments until Franchisee's VCS Business no longer provides such services,

ii) Franchisee agrees to correct promptly deficiencies which are identified by or through a VCS Account Franchisee acknowledges and accepts that the VCS brand is associated with a minimum cleaning services schedule which is the foundation upon which the specific Account Cleaning Services Agreements and business relationships are structured Franchisee agrees to incorporate such schedule as a services minimum in Franchisee's VCS Business,

iii) Franchisee shall operate the VCS Business in compliance with all applicable Federal, State and local laws, regulations and ordinances,

iv) Franchisee's VCS Business will offer and provide only services that Franchisor associates with the Marks as determined in Franchisor's discretion,

v) Franchisee is responsible as an independent business for ensuring that Franchisee's VCS Business maintains the equipment and products necessary to provide the services specified by the Account under each Account Cleaning Services Agreement accepted by Franchisee and for providing its employees the guidance necessary to fulfill service commitments and quality standards

9 **VCS Business Marketing and New Business Development**

Franchisee is encouraged to emphasize new business development for the VCS Business and to focus resources on activities that can enhance negotiation, pricing and proposal skill building Any VCS Business advertising and promotion will be in good taste and conform to ethical and legal standards Franchisee's uses of the Marks can impact Franchisor and other VCS Businesses, so Franchisor can require that samples of all advertising and promotional materials for any media used in marketing Franchisee's VCS Business, including on the Internet, be submitted to Franchisor for review and approval prior to use Franchisee agrees not to use any materials or programs for its VCS Business which are disapproved by Franchisor

10 **Accounts and Record Keeping, Account Summaries**

Franchisee will keep complete books and records for the operation of the VCS Business reflecting income and expense items of the VCS Business and will deliver to Franchisor periodic Service Billings summaries when and in the form Franchisor requests Books and records for any non-VCS Business activities in which Franchisee or any Franchisee/Owner or Affiliates engage must be separately maintained from VCS Business records

11 **Royalties and Business Support Services Fees**

A Royalties Franchisee agrees to pay Franchisor throughout the term of this Agreement a continuing royalty of ten percent (10%) of Gross Revenues for the use of the System and the Marks, among other Vanguard Cleaning Systems benefits For purposes of this Agreement, "Gross Revenues" means the total monthly billings for revenues due from all Accounts serviced by Franchisee's VCS Business, regardless of the source for such Account or the manner in which it is obtained (but excluding any Non-Vanguard Account revenue) The royalty is payable monthly based upon the prior month's Gross Revenues and is entirely non-refundable Gross Revenues includes funds collected by Franchisee's VCS Business, rather than by Franchisor Franchisee is not authorized to collect any such amounts, except as provided under Section 5 B 3 , above, of this Agreement or as may be separately authorized by Franchisor in writing, and

B Business Support Services Fee Franchisee agrees to pay to Franchisor throughout the term of this Agreement a Business Support Services fee of five percent (5%) of Gross Revenues, which is payable monthly based upon the prior month's Gross Revenues for Franchisee's VCS Business and is entirely non-refundable

12 **Marketing Fees and Other Possible Fees/Payments to Franchisor**

A Marketing Fee Franchisee will pay Franchisor a fee (a "Marketing Fee") for marketing and related services performed by Franchisor in connection with obtaining new Account business that Franchisee chooses to accept from Franchisor New Account business ("Additional Business") refers to Account Transfers accepted by Franchisee after any initial Business Plan commitments have been met by Franchisor, and includes increases in services billings for such Business Plan Accounts and for Additional Business Accounts after any initial services billings commitments have been met Franchisor has no obligation to offer Additional Business to Franchisee, and Franchisee has no obligation to accept or pay for any Additional Business Account Transfers that may be offered If Additional Business is offered and accepted, Franchisor can require that the then current form of Additional Business Marketing Fee Agreement be signed by Franchisee and Franchisor, which will specify the Marketing Fee due in connection with the Additional Business The Marketing Fee is payable in full when the Additional Business is accepted, unless Franchisor offers and Franchisee accepts financing terms The amount of the Marketing Fee, availability of financing, as well as the amount financed, the interest rate, the number of installments and other financing terms can vary No Marketing Fee is due on a VCS Account generated and obtained entirely by Franchisee Each such VCS Business Account enters into an Account Cleaning Services Agreement with Franchisor and ownership of each such VCS Business Account shall be Transferred to Franchisee promptly thereafter, subject to Franchisor's reversion rights, as described in Section 19 B , below

B Special Services Special Services orders are Account requests for non-routine VCS Business services, such as carpet cleaning, floor finishing, initial cleaning, and other Vanguard Cleaning Systems approved services ("Special Services") Franchisee must notify Franchisor of any Special Services request from a VCS Account, if the Franchisor has not already been informed of the request by the VCS Account Franchisor can condition the acceptance of any such order on Franchisee's demonstration of the capabilities necessary to meet any Brand Standard requirements applicable to the particular request Franchisor can charge an additional fee for each Special Services order accepted by Franchisee The Special Services fee generally is established as a percentage of the Service Billings associated with the Special Services and is in addition to the Business Support Services and royalty fees The generally applicable percentage is subject to adjustment by Franchisor and may vary depending upon the source for the order, among other factors In all instances, Franchisee will be informed of the applicable Special Services fee before any acceptance by Franchisee Franchisee's VCS Business is responsible for furnishing the equipment, supplies and staffing necessary to complete any Special Services request that Franchisee accepts Franchisee agrees that, i) if Franchisee wishes to provide Special Services to a VCS Account, Franchisee must pay

the applicable Special Services Fee, and may need to purchase additional equipment and supplies at Franchisee's expense, and ii) if Franchisee is not qualified in Franchisor's judgment to satisfy any Special Services order, the order may be fulfilled by a separate VCS Business, without payment or obligation to Franchisee

C Substituted Services Reimbursement Account dissatisfaction with Franchisee's VCS Business services negatively impacts Franchisor, other VCS Businesses and the goodwill associated with the Marks and System Franchisee's VCS Business must meet required Vanguard Cleaning Systems Brand Standards Franchisee acknowledges that a failure to meet Account Cleaning Service Agreement requirements or to arrange schedule substitutions in advance for a VCS Business Account is a material breach of this Agreement and damaging to the Vanguard Cleaning Systems image and reputation Franchisee hereby authorizes Franchisor to arrange for a third party to meet Account needs in order to preserve the goodwill associated with the Marks, and Franchisee agrees to reimburse Franchisor to the extent of any expenses incurred when Franchisee fails to meet Account Cleaning Services Agreement requirements

D Other Payments Franchisor, Licensor, and their respective Affiliates can receive and keep rebates, incentive payments, discounts and other economic benefits from any supplier Each of them also can earn and keep revenues, mark ups, profits and other economic benefits they will realize in connection with sales of products/services to VCS Businesses or otherwise

13 Franchisee Payments and Franchise Owners Guaranty

Franchisee will pay Franchisor all costs Franchisor incurs in collection of late payments from Franchisee, including reasonable attorneys' fees and other legal expenses All current and future Franchisee Owners must personally guarantee Franchisee's performance under this Agreement and any Promissory Notes or other agreements between Franchisee and Franchisor relating to Franchisee's VCS Business by signing an Owner's Guaranty in the form then requested by Franchisor Franchisor's current form of Owner's Guaranty is attached to this Agreement as Exhibit C, but Franchisor can change the form from time to time

14 Franchisor's Right of Offset

Franchisor has the right to withhold from revenues received from Franchisee's VCS Business Accounts any amounts due from Franchisee to Franchisor under this Agreement, any Promissory Note or any other agreement between Franchisor and Franchisee Franchisor can apply any amounts otherwise owed to Franchisee to any past due, current, or future Franchisee debt of any kind as Franchisor chooses and can set off any amount owed by Franchisor to Franchisee against any amounts owed by Franchisee to Franchisor

15 Indemnity

Franchisee will defend with counsel of Franchisor's choosing, indemnify, reimburse, and hold Franchisor, Licensor and each of their respective Affiliates, agents, officers, members, managers, shareholders, directors, employees and representatives (the "Indemnified Parties") harmless from all fines, suits, proceedings, claims, demands, actions, losses, damages, costs, fees (including attorneys' fees and related legal costs and expenses), governmental/administrative actions or proceedings and any other liability of any kind or nature, however arising, growing out of or otherwise connected with and/or related to any Franchisee breach of this Agreement, the ownership or operation of Franchisee's VCS Business, or any act, error and/or omission by Franchisee and/or any Franchisee Affiliates, agents, officers, members, managers, shareholders, directors, employees or representatives Franchisor will have the right to control all litigation to which it is a party and to defend and/or settle any claim in such manner as Franchisor considers appropriate, without affecting Franchisor's or the Indemnified Parties' rights under this indemnity Franchisee acknowledges that this obligation to indemnify and reimburse Indemnified Parties for costs and expenses, as described above, applies to any action or proceeding or legal matter of any kind in which one or more Indemnified Parties is/are named or involved and which also involves this Agreement and/or Franchisee's VCS Business, including any administrative actions or investigations and appellate, post judgment or bankruptcy proceedings Franchisee further acknowledges that this obligation to indemnify and reimburse Indemnified Parties for costs and expenses, as described above, expressly applies to claims from persons employed by or providing services to Franchisee involving allegations of a violation of the Fair Labor Standards Act, the Occupational Safety and Health Act, any state workers compensation act, any state unemployment compensation benefit law or regulation, or any other federal, state or local employment or employee benefit law or regulation, and

regardless of the basis of alleged liability, whether joint employer, ostensible agency, vicarious liability or otherwise All amounts payable by Franchisee under this Section 15 are due upon demand Franchisee is entitled to appoint separate independent counsel to represent Franchisee's interests in such suits, proceedings, or claims, all at Franchisee's expense Franchisee's obligations under this Section 15 survive the assignment, termination or expiration of this Agreement, except that Franchisee shall not be responsible to indemnify any Indemnified Parties for costs, expenses or other liabilities incurred by any such Indemnified Parties solely as a result of such Indemnified Parties' intentional misconduct or material breach of this Agreement

16 **Insurance and Related Policy Considerations**

A Franchisee Responsible for VCS Business Franchisee is responsible for any losses, damage to property, and injuries to persons arising out of or connected with Franchisee's VCS Business or Franchisee Owners, officers, directors, members, employees, contractors, agents and/or representatives, including any claimed damages for breach of security, and Franchisor and Licensor have no liability for the same

B VCS Business Insurance Requirements

1 Before beginning operation of the VCS Business Franchisee must have insurance coverage of the types and in the amounts then required by Franchisor as a minimum Liability policies and crime insurance must name Franchisor and Licensor as additional insured to the extent permitted under law Franchisor and Licensor shall receive at least thirty (30) days prior written notice of any amendment to or cancellation of a required policy Minimum coverage requirements and policy amounts can be adjusted by Franchisor from time to time based on Franchisor's evaluation of risk factors and other matters pertinent to a VCS Business and/or the System Minimum insurance requirements as of the Effective Date of this Agreement include the following, are subject to change, and are in addition to any requirements imposed on Franchisee under law or any applicable lease

i) comprehensive commercial general liability insurance on an occurrence basis against claims for bodily and personal injury, death and property damage, with a minimum liability limit of $1,000,000 per occurrence and $2,000,000 in the aggregate or, if higher, the statutory minimum limit required under state law, and commercial umbrella liability insurance coverage of $10,000,000,

ii) workers' compensation insurance as required under the law of the state in which Franchisee's VCS Business will operate,

iii) automobile liability insurance for owned or leased vehicles used in the VCS Business, with coverage at least as great as the statutory minimum required under the law of the state in which Franchisee's VCS Business will operate,

iv) crime insurance coverage in an amount not less than $1,000,000, and

v) an unemployment insurance account as required under the law of the state in which Franchisee's VCS Business will operate

2 Franchisee will give Franchisor certificates of such required coverage before beginning the VCS Business, annually upon the renewal of each policy and upon request from Franchisor Commercial liability insurance coverage and crime insurance may be available through a Franchisor program Franchisor is not required to maintain such a program, and Franchisee can elect to buy coverage with carriers of Franchisee's choosing as long as the selected carriers meet then current Franchisor System standards If Franchisor offers Franchisee an opportunity to participate in any group insurance program available to VCS Businesses and Franchisee chooses to purchase coverage through the group, Franchisor will charge Franchisee Franchisor's cost for the coverage, as well as the then current administrative fee, which is subject to change by Franchisor All such payments are non-refundable and payable monthly

3 If Franchisee fails to purchase or maintain required policies and limits or to provide proof of insurance on request, then Franchisor has the right, but not the obligation, to obtain such coverage and Franchisee must reimburse Franchisor upon demand A failure to maintain required insurance is a material breach of this Agreement

4 Franchisee will follow the risk management policies and requirements established by Franchisee's carriers, as well as by any Accounts Transferred to Franchisee's VCS Business, including, but not limited to drug

and alcohol policies, background checks and injury or claim reporting requirements Franchisee hereby acknowledges and agrees that Franchisor may, from time to time at Franchisor's sole discretion, obtain background checks on Franchisee and Franchisee's principals and employees for any legitimate business reason, and Franchisee, on behalf of itself and its employees and principals, expressly consents to this practice and any background check made under it

C Franchisee's Other Businesses All Non-Vanguard Accounts business and operations must be separately insured by Franchisee under independent, Non-Vanguard policies

17 **Franchisee to Pay All Taxes and Comply with Notice Requirements**

Franchisee agrees to pay all personal property, sales, excise, use, payroll taxes and other taxes, fees and assessments, regardless of type or nature, which may be imposed, levied, assessed or charged on or against, or in connection with, any service sold or furnished or business conducted under this Agreement, whether imposed by any state, municipality, county or other governmental unit or agency If any payment from Franchisee to Franchisor is subject to any taxes, fees or other assessments, regardless of type or nature, imposed on or required to be collected from or paid by Franchisor, then Franchisor can require Franchisee to pay Franchisor an additional amount, so that the amount of the payment actually received by Franchisor after such deduction, payment or withholding is equal to the full amount due from Franchisee under this Agreement For purposes of this Section, "payments from Franchisee," also includes payments collected by Franchisor as part of its Business Support Services commitment to Franchisee in connection with Franchisee's VCS Business Accounts Additionally, if Franchisee is required under law to withhold amounts from any payments to Franchisor, then Franchisee must timely pay the appropriate authorities all withholding and/or other such taxes/amounts due and give proof of payment to Franchisor within five (5) days of the date made Franchisee also will take such other steps as may be reasonably necessary to enable the Franchisor to obtain any available tax credit

18 **Term of Agreement and Renewal**

A This Agreement shall be in effect for a period of five (5) years from the Effective Date of this Agreement, unless sooner terminated under Section 19, below, or in connection with an assignment of Franchisee's VCS Business Franchisee may renew the franchise for Franchisee's VCS Business for one consecutive five (5) year term, if

i) Franchisee is not in default under this Agreement or any other agreement between Franchisee and Franchisor at the time of renewal,

ii) Franchisee gives Franchisor written notice of Franchisee's decision to renew at least 90 days before, but not earlier than 180 days before, the expiration of this Agreement,

iii) Franchisee has paid in full all amounts owed to Franchisor at the time of renewal,

iv) Franchisee timely signs, at Franchisor's sole option, either a renewal term extension addendum or the form of franchise agreement and ancillary documents then used by Franchisor for renewing franchisees, which agreements can be materially different from this Agreement, and

v) Franchisee and all Franchisee Owners sign a general release in a form satisfactory to Franchisor of any claims against Franchisor, Licensor and/or their respective Affiliates, and the Owners, officers, directors, managers, employees and representatives of each of them

Franchisee may renew the franchise for two additional five (5) year terms thereafter if Franchisee meets the conditions for renewal in effect at the time of the expiration of the applicable term

19 **Termination**

A Causes for Termination by Franchisor If any of the following events occurs, this Agreement can be terminated by Franchisor in its discretion with written notice to Franchisee and without any further opportunity to cure

i) If Franchisee becomes insolvent or is adjudicated bankrupt, or if Franchisee's VCS Business comes into the possession or control of any trustee in bankruptcy, or if a receiver is appointed for Franchisee, or if a general assignment for the benefit of creditors is made,

ii) If without Franchisor's advance written consent and as otherwise required under this Agreement, Franchisee surrenders or assigns control of the VCS Business or makes or attempts to make a direct or indirect assignment of the Franchise or an ownership interest in Franchisee or in the assets of the VCS Business (other than in the ordinary course of business), or an assignment is not completed as required under this Agreement upon the death or incapacity of Franchisee or a Franchisee Owner,

iii) If Franchisee has made any material misrepresentation or omission in the application for the Franchise,

iv) If Franchisee or a Franchisee Owner infringes upon or uses the Marks, any Confidential Information or any other Intellectual Property in a manner not authorized under this Agreement,

v) If Franchisee or a Franchisee Owner is or has been convicted of any crime or has pleaded no contest to any criminal charge that is relevant to the operation of the VCS Business or to Franchisee's reputation, or that is likely to prevent Franchisee from securing the bonding or insurance required under this Agreement,

vi) If Franchisee abandons the franchise, which will be considered to have occurred if Franchisee voluntarily elects to discontinue servicing all of Franchisee's VCS Business Accounts, or fails to service Franchisee's VCS Business Accounts according to their Account schedules and to communicate with Franchisor or an Account for more than seven (7) consecutive days without first having provided notice and arranged for substitute services acceptable to the Account, as applicable,

vii) If Franchisee violates any safety, health or workplace protection law, ordinance or regulation or operates or provides services under the VCS Business in a manner that creates, or threatens to present, a significant safety or health hazard and fails to correct such conduct within three (3) days of notice from Franchisor or the applicable governmental agency (or within such shorter period as is required under law/regulation),

viii) If Franchisee fails to maintain the insurance coverage required under this Agreement,

ix) If Franchisee defaults on any payments due Franchisor under this Agreement or any Promissory Note or other agreement with Franchisor and does not make full payment within 15 days of the issuance of a default notice by Franchisor (or within such period as may be specified under such Promissory Note or other agreement),

x) If Franchisee, or any Franchisee Owner, fails to comply with Section 6 F 2 of this Agreement and to cease the breaching conduct within five (5) days from issuance of a written default notice by Franchisor,

xi) If Franchisee defaults in the payment of any undisputed VCS Business debts, including those to employees or suppliers or taxing authorities, and does not cure the nonpayment within a period of fifteen (15) days after the due date or within such shorter period as may be required by the applicable creditor or under law,

xii) If Franchisee (or Franchisee's Owner/agent/representative) engages or is involved in any activity that is likely to have a significant adverse impact upon the operation or reputation of Franchisee's VCS Business, the Franchisor, the Vanguard Cleaning Systems System or the goodwill and image associated with the Marks, and

xiii) If Franchisee commits any other default under this Agreement and does not correct the default within thirty (30) days from issuance of a written default notice by Franchisor

B VCS Account Reversion All right, title and interest in a VCS Account and Account Cleaning Services Agreement Transferred to Franchisee under this Agreement shall revert to Franchisor

i) immediately upon a termination or expiration of this Agreement,

ii) immediately if a customer terminates such Account Cleaning Services Agreement or requests a Transfer to an alternative VCS Business because of concerns regarding Franchisee's (or Franchisee's agents'/employees') integrity and/or character, service quality, or a claimed failure to meet Account Cleaning Services Agreement requirements,

iii) immediately if Franchisee chooses to discontinue providing the services outlined in the applicable Account Cleaning Services Agreement,

iv) immediately if Franchisee (or any Franchisee Owner/agent/representative) fails to pass any criminal background check and/or drug, chemical or physical testing required by such VCS Account, or

v) if Franchisor has cause to send Franchisee a notice of default and termination under Section 19 A , above Whenever such a cause occurs under this Agreement, Franchisor also shall have the unrestricted right to demand that all of Franchisee's right, title and interest in one or more VCS Account Cleaning Services Agreements revert to Franchisor, which reversion shall be effective immediately upon Franchisor's delivery of such a written demand to Franchisee

Franchisee acknowledges and accepts that all such reverting VCS Accounts may be Transferred by Franchisor in its discretion to an alternative VCS Business Whenever a VCS Account reverts to Franchisor or is Transferred to another VCS Business Franchisee will cooperate in the transition

C Cross Defaults Franchisee's default under this Agreement is a default under any other agreement or Promissory Note between Franchisee and Franchisor or any Owner and Franchisor (the "Other Agreements") Franchisee's default under any Other Agreements is a default under this Agreement An election not to enforce any such default is not a waiver by Franchisor of any rights or remedies available under law or equity or by contract

D Franchisor's Remedies Available Franchisor's exercise of any rights under this Section 19 does not limit or diminish Franchisor's right to seek payment for all fees payable and other amounts due under this Agreement, any Promissory Note or any other agreement with Franchisee or Owners or any other remedies available under law or in equity

E Franchisee's Right to Terminate Franchisee shall have a right to terminate this Agreement without cause exercisable within thirty (30) days of the Effective Date of this Agreement (the "Franchisee Termination Period") Franchisee shall exercise the right by delivering to Franchisor a written request to terminate this Agreement within the Franchisee Termination Period If Franchisee gives Franchisor and related parties a signed general release of claims in a form prescribed by Franchisor, subject to any applicable franchise laws or other state limitations, Franchisor shall refund to Franchisee within thirty (30) days of Franchisor's receipt of such a release of claims the amount of the Initial Franchise Fee actually received from Franchisee prior to the refund date If this Agreement is terminated as provided in this Section 19 E , Franchisee's right to use the Marks and System and to operate as a VCS Business franchisee shall be ended and without further effect Franchisee shall be required to comply with Franchisee's rights and duties on termination, as provided in Section 20, below

20 **Rights and Duties on Expiration or Termination**

A On Termination or Expiration of the Franchise The following terms apply if this Agreement is terminated or expires and survive such termination or expiration

i) Franchisee shall immediately cease operating the VCS Business and servicing VCS Accounts and shall not afterwards, directly or indirectly, represent to the public or hold itself/himself/herself out as a present or former VCS Business franchisee Franchisee may sell and assign its VCS Business Accounts to another VCS Business franchisee subject to Franchisor's consent, as provided in Section 21 C below, prior to the expiration or termination of this Franchise Agreement,

ii) Franchisee shall immediately and permanently cease using a) any Confidential Information or other Intellectual Property, b) the Marks and any distinctive forms, uniforms, slogans, signs, and logos associated with the Marks or System, c) all advertising/promotional materials, stationery, forms, signage and other branded items, and any other article displaying any of the Marks, and d) any products or services proprietary to the Franchisor,

iii) Within thirty (30) days of termination/expiration of the Franchise Agreement, Franchisee shall take such action as may be necessary to cancel or assign to Franchisor or Franchisor's designee, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities that contains the name Vanguard, Vanguard Cleaning Systems, VCS or any of the Marks or any derivative of any of them Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within ten (10) days after termination or expiration of this Agreement,

iv) Franchisee shall pay to Franchisor and Licensor, as applicable, on demand, all damages, costs and expenses, including reasonable attorneys' fees and collection costs, incurred as a result of Franchisee's (or any Owner's) breach of any term of this Agreement, including this Section 20,

v) Franchisee shall immediately discontinue any use of, and shall return or destroy at Franchisor's option, the Manuals and all Account lists and data, promotional materials and items bearing the Marks, and form agreements/templates,

vi) Franchisor shall have the right (but not the obligation) exercisable within thirty (30) days after termination or expiration of the Franchise Agreement and upon written notice to Franchisee to either i) purchase for cash any or all assets of the VCS Business, at Franchisee's cost or fair market value, whichever is less and as reasonably determined by Franchisor, or ii) to purchase Franchisee's VCS Business The purchase price for Franchisee's VCS Business will be an amount equal to four (4) times the monthly Account volume of Franchisee's VCS Business as measured by the last full month of operation prior to the date of expiration or termination Franchisor shall have the right to set off all amounts due from Franchisee to Franchisor against any payment to be made under this Section or otherwise and to condition a purchase under this Section upon the receipt of a general release of claims from Franchisee and Franchisee Owners,

vii) Franchisee and its Owners shall comply with the covenants contained in Section 6 F , above, of this Agreement to the fullest extent permitted by law,

viii) All obligations of Franchisor and Franchisee that expressly or by their nature survive the expiration, assignment or termination of this Agreement shall continue in full force and effect until these obligations are satisfied or by their nature expire, and

ix) Franchisee shall pay Franchisor on or before the date of termination/expiration of the Franchise Agreement all monies due Franchisor under this Agreement, any other agreement with Franchisor and any Promissory Note or otherwise Amounts due Franchisor under any Promissory Note shall be payable according to the terms of the note

B Costs of Enforcement Franchisee agrees to pay to Franchisor upon demand all damages, costs, expenses, including costs of collection and reasonable attorneys' fees, incurred by Franchisor in obtaining injunctive or other relief to enforce these post-termination/expiration/assignment provisions

C Internet and Other Media When this Agreement is assigned or terminates or expires, Franchisee will stop all use of the Marks in all media, including, but not limited to, web-sites, web pages and social media Franchisee will instruct in writing all online directories, search engines, and other advertising publishers as necessary to take down and remove any directory listings and advertisements for Franchisee containing the Marks Franchisee agrees that electronic commerce is a rapidly developing field and additional/modified System policies and requirements can be established concerning use of the Internet and electronic media and Franchisee will follow them

21 Assignments

A Assignment by Franchisor Franchisor has an unrestricted right to assign or otherwise transfer this Agreement, and any or all of Franchisor's rights and/or obligations under it, in whole or in part, without Franchisee's consent Franchisee acknowledges and agrees that Franchisor may be sold and/or sell any or all of Franchisor's VCS master franchise rights with respect to the Marks, other Intellectual Property or the System and/or other assets, and go public, merge, or acquire other entities, whether or not competitive to Franchisee or Franchisor, without Franchisee's consent Franchisor also may transfer or assign, independently or in conjunction with this Agreement, any promissory note made by Franchisee and payable to Franchisor without Franchisee's consent If during the term of this Agreement Franchisor is no longer authorized by Licensor to grant and support Vanguard Cleaning System franchises and this Agreement is not assumed by another person/Business Entity authorized to use the Marks, then this Agreement will terminate automatically and Franchisee will not be bound by Section 6 F 3 , above Franchisee must cease to use the Marks and other Vanguard Intellectual Property immediately upon such a termination

B Assignment by Franchisee Franchisee's rights and duties under this Agreement are personal to Franchisee and its Owners Franchisor has awarded the Franchise relying on the individual integrity, ability,

experience and financial resources of Franchisee and such Owners Therefore, this Agreement, the Franchisee and Franchisee's VCS Business (and any interest in, or the assets of, any of them) can only be assigned or otherwise transferred with Franchisor's prior written approval Any assignment, or attempted assignment, of any interest in, or the assets of, the Franchise, the Franchisee, the VCS Business, or this Agreement without Franchisor's advance written approval is without force or effect An assignment of ownership, possession or control of Franchisee's VCS Business, or of the VCS Business assets, can only be made with an assignment of the Franchise, unless Franchisor consents otherwise in writing or as provided in Section 21 C , below Section 22 applies to any assignment resulting from a controlling Owner's death or disability For purposes of this Agreement, the term "assignment" includes any voluntary or involuntary ownership assignment or transfer, sale, gift, pledge or any grant of any security or other interest (whether partial or whole, or direct or indirect), by Franchisee or a Franchisee Owner An assignment includes any sale or assignment of stock or of any partnership or member interest, including by operation of law, and any transfer of any interest in revenues, profits or assets of the VCS Business which is not made in the ordinary course of the VCS Business

C VCS Account Assignments Franchisee occasionally may wish to assign a VCS Account to another VCS Business or to accept an assignment of a VCS Account from another VCS Business Franchisee agrees to follow Franchisor's then current policies and procedures applicable to such an assignment, which shall include Franchisor's prior written consent, but which consent shall not be unreasonably withheld It is not unreasonable for Franchisor to require that outstanding payment obligations owed Franchisor under any promissory note or other agreement made by the transferor franchisee in connection with the assigned Account be assumed by the franchisee taking the Account Franchisee shall not assign or attempt to assign a VCS Account to any person or entity that is not a VCS Business

D Assignment Conditions

1 Franchisor has the right to require that some or all of the following conditions be met on all assignments

i) Franchisee must be in compliance with this Agreement, the Manuals, and any agreements between Franchisee and Franchisor,

ii) the assignee and its Owners must meet Franchisor's then current requirements for applying franchisees, to the extent required by Franchisor,

iii) Franchisee must have paid and satisfied all of Franchisee's outstanding obligations to Franchisor and other VCS Business creditors,

iv) the assignee must, at Franchisor's option, a) agree to be bound by all the terms and conditions of this Agreement for the remainder of the term, or b) execute Franchisor's then current form of franchise agreement and related documents as are then customarily used by Franchisor in the grant of franchises, the term of such new franchise agreement shall, at Franchisor's option, be either for the balance of the term of this Agreement or for the full term generally granted to new franchisees as of the time of the transfer,

v) Franchisee and assignee must have signed Franchisor's consent to assignment agreement or an equivalent document in a form satisfactory to Franchisor,

vi) Franchisee and each Owner must sign a general release of claims in a form then required by Franchisor, to the extent permitted by law,

vii) the assignment must be conditioned on the continuation of Franchisee's indemnification and other post termination obligations intended to survive termination of this Agreement,

viii) Franchisee and its Owners shall not have a security interest after an assignment in the Franchise or the Franchise Agreement or any VCS Business assets without Franchisor's prior written consent, which Franchisor has an unrestricted right to condition or withhold If permitted, any security interest will be subordinated to the Franchisor's rights to payment under the applicable franchise agreement and any addendum, and

ix) the terms and conditions of sale cannot be so burdensome on the assignee in Franchisor's estimation so as to jeopardize the ongoing viability of the VCS Business and the assignee's capacity to meet System standards and to assume and perform the obligations required under this Agreement

2 Franchisee authorizes Franchisor to discuss with Franchisee and/or the proposed assignee any matters which Franchisor considers pertinent to the transaction, including the terms of sale, performance of Franchisee's VCS Business, and operating history

3 Neither Franchisee nor any assignee shall rely on Franchisor to assist in the evaluation of the terms of any proposed assignment Franchisee acknowledges and agrees that an approval of a proposed assignment shall not be deemed to be an approval of the terms or any indication as to any likelihood of success or economic viability Franchisor has no liability to Franchisee or to any assignee for exercising its rights to approve or disapprove any proposed transaction in a manner consistent with the terms of this Section 21

E Consent Not a Release Franchisor's consent to a transfer is not, and shall not be interpreted as, a consent to any future assignment or as a release of any of Franchisee's or Owner's obligations under the Franchise Agreement Any release must be expressly stated in writing and signed by the Franchisor

22 Death or Incapacity

If the Owner having a controlling interest in a Business Entity Franchisee, dies or is permanently disabled, then his or her interest in this Agreement, the Franchised Business and/or the Franchisee must be assigned to a third party, subject to compliance with the provisions of Section 21 A "Permanent Disability" occurs if the controlling Owner is not able to personally, actively participate in the operation of the VCS Business for 180 consecutive days An assignment under this Section shall be completed within 180 consecutive days from the date of death or permanent disability Until such an assignment occurs, Franchisee's VCS Business must be operated by an individual who has the understanding and capacity to operate the VCS Business according to Brand Standards, as determined by Franchisor If Franchisor is not satisfied that Franchisee's VCS Business is being operated according to required Brand Standards and determines that the goodwill associated with the Marks and the Vanguard Cleaning Systems' reputation are likely to be adversely impacted, Franchisor has the right to assign Accounts then being serviced by Franchisee's VCS Business to an alternate VCS services provider Franchisee (or Franchisee's representative, if applicable) will have no right to revenues received in connection with services performed by the alternate VCS services provider If no approved assignment occurs within the prescribed 180-day period, the Franchise Agreement will automatically terminate, unless Franchisor grants a written extension in its sole discretion or in compliance with local law

23 Right of First Refusal

Franchisor has a right of first refusal to accept the terms of any proposed sale or assignment of any interest in Franchisee's VCS Business and assets Before Franchisee accepts any offer by a third party (the "Offer"), Franchisee must first notify Franchisor in writing of the terms of the Offer Any value attributable to the goodwill of the Marks or the System must be excluded from the purchase price Franchisor will give Franchisee written notice of its decision of whether or not to exercise the right of first refusal within thirty (30) days from receipt of the Offer and all ancillary documents Franchisor can substitute cash for any form of payment and condition a purchase on a general release from Franchisee and each Franchisee Owner and on acquiring clear title to all assets Franchisor also has the right to set off against any amount of money payable by Franchisor all amounts due from Franchisee If there is a material change in the terms an Offer, Franchisor will have an additional opportunity to exercise its right-of-first-refusal as provided in this Section

24 Non-Waiver

No waiver or delay in enforcing a party's rights after any breach of this Agreement or any related agreement shall be construed as a waiver of any earlier or later breach or of any other provision of this Agreement or any related agreement Acceptance of any payment or performance from the other party shall not be construed to be a waiver of any breach of this Agreement

25 Late Payment

All amounts due to Franchisor under this or any other Agreement between the parties shall bear interest after the due date at the higher of the rate of one and one-half percent (1 5%) per month or the highest applicable

legal rate for open account business credit allowed under applicable law, unless otherwise expressly stated in a separate agreement or promissory note between the parties Franchisee acknowledges that this Section 25 is not an agreement to permit or accept payments after they are due or a commitment by Franchisor to extend credit to, or otherwise finance, Franchisee's operation of the VCS Business

26 **Application of Funds**

Franchisor can i) apply any payments received from Franchisee to any Franchisee indebtedness in Franchisor's sole discretion, no matter how payment is directed by Franchisee, ii) deduct from any amount that may be owed by Franchisor to Franchisee, any amount owed by Franchisee to Franchisor, and iii) keep any amounts received for Franchisee's account, whether rebates from suppliers, payments from Accounts or otherwise, as a payment against any amounts owed by Franchisee to Franchisor

27 **Notices**

Notices required or permitted under this Agreement must be sent to the applicable parties at the following addresses, shall be in writing and shall be personally delivered, delivered by messenger or delivery service, sent by certified mail, return receipt requested, or sent by facsimile or electronic mail transmission Notices shall be effective at the earlier of i) the time of actual receipt, or ii) immediately on transmission by facsimile or email transmission, or iii) one (1) business day after being placed in the hands of a commercial delivery service for overnight delivery, or iv) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed A change in the following addresses is effective on receipt of written notice from the changing party

Notices to Franchisor
5301 Office Park Drive Ste 220
Bakersfield CA 93309

Notices to Franchisee (no PO boxes)

_____
_____
_____

FAX _____

28 **Enforcement Cost**

If any arbitration or civil action is necessary to settle a dispute between the parties, the prevailing party shall be entitled to payment for preparation, investigation, court costs, arbitration costs (if applicable), accounting fees and expenses and reasonable attorneys' fees, as determined by the arbitrator or a court of competent jurisdiction, as applicable Separate and distinct from the right of a prevailing party, to recover expenses, costs and fees in connection with any legal proceeding, the prevailing party shall also be entitled to receive all expenses, costs and reasonable attorney's fees incurred in connection with the enforcement of any award or judgment entered The right to recover post judgment expenses, costs and attorneys' fees shall be severable and shall survive any award or judgment

29 **Entire Agreement, Written Amendments, Changes Required Under Law**

This Agreement, including the recitals and all addenda and ancillary agreements signed concurrently with this Agreement, make up the parties' entire agreement, and supersede any and all prior or contemporaneous negotiations, understandings, representations, disclosures and agreements, provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by Franchisor in the Disclosure Document that was furnished to Franchisee by Franchisor This Agreement shall not be binding on either party unless executed in writing by both parties This Agreement can only be modified with a written amendment signed by both parties, except that Franchisor reserves the right to make changes to the Manuals and Brand Standards without Franchisee's

consent Further, this Agreement will be deemed automatically modified to comply with governing law, if such law requires a greater time period for notice of termination of, or refusal to renew, this Agreement or otherwise

30 **Severability and Construction**

A Conflicts In any conflict between this Agreement and any applicable law, the law shall prevail and the provision of this Agreement that is affected shall be modified, but only to the extent needed to be lawful If any provision of this Agreement is held to be indefinite, overbroad, invalid or otherwise unenforceable, the remainder of this Agreement shall continue in effect

B Third Party Rights Except for any third party rights expressly provided in this Agreement, this Agreement is not intended, and shall not be deemed, to confer rights on any person or legal entity other than Franchisor or Franchisee and their respective successors and assignees

C Captions and Headings, Construction and Counterparts Captions and headings are intended solely for the convenience of the parties and shall not be deemed to affect the meaning or construction of any provision of this Agreement Any use of a word specifying a gender shall be construed to include all genders Use of the word, "including" shall be construed broadly, as "without limitation" and "but not limited to" This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document

D Franchisor's Exercise of Discretion In this Agreement, when the phrases "Franchisor's sole and absolute discretion" and/or "sole discretion" are used and whenever Franchisor exercises a right, prescribes an action or thing, or otherwise makes a choice or uses discretion, Franchisee and Franchisor agree that Franchisor has the express, unrestricted right to make decisions and/or take (or refrain from taking) actions, as Franchisor considers appropriate Franchisor shall use its judgment in exercising such discretion based on its assessment of the interests Franchisor considers relevant and will not be required to consider Franchisee's individual interests or the interests of any other particular franchisee(s) Franchisor has this right even if a particular decision/action may have negative consequences for Franchisee, a particular franchisee or a group of franchisees

E "Franchisee" Construed As used in this Agreement, the term "Franchisee" includes the Business Entity identified as "Franchisee" in the introductory paragraph of this Agreement and all successors to the interests of the original Franchisee by assignment or operation of law The term "Franchisee" shall also include all shareholders and directors of the Business Entity that executes this Agreement (if it is a corporation), and all members or managers of the Business Entity that executes this Agreement (if it is a limited liability company)

F Individual Undertakings All current and future shareholders, officers, members, managers and directors of any Business Entity that signs this Agreement as Franchisee personally and individually acknowledge and accept the duties and obligations imposed on Franchisee by the terms of this Agreement As a condition to the granting of the franchise or to the consent to an assignment under this Agreement by Franchisor, Franchisor can require each of Franchisee's Owners and each of their respective spouses or domestic partners to execute a Guaranty in the form of Exhibit C attached hereto

G Binding Agreement This Agreement is binding upon and inures to the benefit of the Franchisor and the Franchisee and their respective successors and assignees

31 **Law and Venue**

A Choice of Law Except to the extent of the applicability of the Federal Arbitration Act and/or Lanham Act, all matters arising out of or relating to this Agreement or any other agreement between the parties or a breach of any of them, or the relationship of the parties (including their subsidiaries, affiliates, shareholders, owners, officers, directors, managers, representatives, and employees), will be governed by, and construed and enforced in accordance with, the laws of the state of California, without giving effect to any conflict of laws, PROVIDED, that i) the provisions of Section 6 F shall be construed and enforced in accordance with the laws of the state in which any claimed breaching activity occurs, and ii) the provisions of any California statute, regulation or law regarding

franchises (including any franchise registration and disclosure law or franchise relationship law) shall not apply unless jurisdictional, definitional, and other requirements thereof are met independently of this Section

B Venue Subject to Section 32 and except to the extent prohibited by law or as otherwise provided in any state addenda applicable to Franchisee's state of residence or of Franchisee's VCS Business, the parties agree that the venue for any litigation arising under this Agreement or any other agreement between the parties will be an appropriate state or federal court with jurisdiction in Kern County, California The parties consent to such jurisdiction and waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision **The parties agree that any such litigation will be conducted on an individual basis, and not as part of a consolidated, common or class action, and Franchisee and Franchisee Owners waive all rights to proceed on a consolidated, common or class basis**

32 **Dispute Resolution**

A Compulsory Mediation If a dispute arises out of or relates to this Agreement or to any other agreement between the parties, or to a breach of any of them, or to the relationship of the parties (including their subsidiaries, affiliates, shareholders, owners, officers, directors, managers, representatives, and employees), and if that dispute cannot be resolved or settled through direct negotiation, the parties agree that except with respect to matters for which a party believes it is necessary to seek equitable relief, a party, prior to the filing of any arbitration or other legal action, will first attempt, in good faith, to settle the dispute with the other party through non-binding mediation administered pursuant to the Commercial Mediation Rules of the American Arbitration Association ("AAA") The mediation shall take place in the Area in which Franchisee conducts its business (as defined in Paragraph 1 A), and shall be administered by a neutral mediator agreed upon by the parties In the event the parties are unable to so agree upon a mediator within 15 days following the date on which either party requests mediation of a matter, the mediator shall be chosen by the AAA The costs of such mediation, including the fees and charges of the mediation, shall be shared equally by the parties

To fulfill the mediation prerequisite, the parties must engage in a mediation that lasts a minimum of four (4) hours The mediation must be scheduled for a date no more than sixty (60) days following a party's notification that it demands mediation If the parties cannot agree on a date for mediation, then the mediator shall select a date that he or she believes is reasonable for the parties, given all of the alleged conflicts in dates The mediator shall be required to have a substantial amount of experience in franchising, either as a franchisor or franchisee (or as an officer or executive of a related entity) or in franchise law The mediator shall select the location for the mediation (within the Area), giving due consideration to the location that will minimize the total expenses of the mediation The mediation shall not be binding unless the parties agree otherwise

B Binding Arbitration If the parties are unable to settle a dispute through mediation, the parties agree that except with respect to matters for which a party believes that it is necessary to seek equitable relief in court, all controversies, disputes, or claims between the parties (including their subsidiaries, affiliates, shareholders, owners, officers, directors, managers, representatives, and employees) arising out of or related to

(1) This Agreement or any other agreement between them or any provision of any agreement between them or the validity of any such agreement or provision, or

(2) Any standard, specification, or operating procedure relating to the establishment or operation of the Franchised Business, or

(3) The relationship of the parties (including their subsidiaries, affiliates, shareholders, owners, officers, directors, managers, representatives, and employees), (each, a "Claim") will be submitted to and for binding arbitration conducted in accordance with the then-current AAA Commercial Arbitration Rules In no event shall any party to this Agreement or to any of the exhibits attached hereto seek to proceed under the AAA Employment Arbitration Rules All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U S C §§ 1 *et seq*) and not by any state arbitration law The foregoing notwithstanding, either party can elect to pursue an action for collection of money owed in either a court or arbitration proceeding where, i) the amount due is ascertained and the right to payment undisputed, and ii) the amount due is less than Ten Thousand dollars ($10,000)

The arbitration will be conducted by one arbitrator who must be a retired judge (federal or state) and substantially experienced in franchising or franchise law

Any award must be in writing and judgment upon any award rendered may be entered in any court having jurisdiction Upon request by either party, the arbitrator shall provide a reasoned opinion with findings of fact and conclusions of law and the party so requesting shall pay the fees and costs resulting from such request The arbitration proceedings, awards, and related discussions shall be confidential, except for such disclosure as may be required by law Claims which would be compulsory counter-claims, if brought in court under the state law provided in Section 31 A , above, must be filed in an arbitration proceeding brought under this Agreement or be barred The substantive law applied in such arbitration shall be the law as selected in Section 31 A , above The parties' agreement to arbitrate shall be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite the failure to appear

Any arbitral decision shall be binding and conclusive on the parties

C Arbitrator's Authority The arbitrator shall decide any questions relating in any way to the parties' agreement to arbitrate, including, but not limited to, arbitrability, applicability, subject matter, timeliness, scope, remedies, and any alleged fraud in the inducement, or purportedly void or voidable provisions of the Agreement The arbitrator can issue summary orders disposing of all or part of a Claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other equitable and/or interim/final relief Each party consents to the enforcement of such orders, injunctions, and other relief by any court having jurisdiction The subpoena powers of the arbitrator with respect to witnesses to appear at the arbitration proceeding shall not be subject to any geographical limitation Arbitrators in any proceeding under this Section 32 will apply all applicable law, and a failure to apply the applicable law in accord with Section 31 will be deemed an act in excess of authority and reviewable by the courts, and the parties expressly agree that any arbitration award can be reviewed and overturned by a court for legal error

D Location Any arbitration will be conducted exclusively at the closest AAA office to the Franchisor Neither Franchisee nor Franchisor has any expectation that the provisions of this (or any other) Section will be unenforceable or that they will not be enforced Franchisee understands and agrees that one effect of this paragraph may be that arbitration and other related costs may be greater, and it may be more difficult for Franchisee to proceed, than if those proceedings took place in a location near Franchisee's residence or business

E Limitations Notwithstanding any provision of law which provides for a longer limitations period, the parties agree that neither will bring, commence or maintain an action or Claim of any kind, in connection with any liability or obligation of the other party arising out of or relating to this Agreement or the breach hereof, or the relationship of the parties (including their subsidiaries, affiliates, shareholders, owners, officers, directors, managers, representatives, and employees), unless brought before the expiration of the earlier of (i) one (1) year after the date of discovery of the facts resulting in such alleged liability or obligation, or if earlier, the date such facts should or could have been discovered with reasonable diligence, or (ii) eighteen (18) months after the date of the first act or omission giving rise to such alleged liability or obligation Actions and claims brought or asserted after expiration of the applicable limitations period found in this paragraph shall be barred

Notwithstanding any provision of law to the contrary and except as expressly otherwise provided herein, each party (including its owners, principals and guarantors, if applicable) hereby waives to the fullest extent permitted by law, any right or claim to any punitive, exemplary, penal, multiple, incidental, indirect, special, consequential or other damages (including without limitation loss of profits) against the other party (including its respective subsidiaries, affiliates, shareholders, officers, directors, managers, representatives, and employees, in their corporate and individual capacities) arising out of any cause or Claim whatsoever (whether based in tort, negligence, contract, strict liability or otherwise) and agrees that the claiming party (including its owners, principals, and guarantors, if applicable) shall be limited to the recovery of actual damages sustained If any other provision of this Agreement is determined to be unconscionable or unenforceable for any reason, the foregoing waiver by agreement of the types of damages specified above, excluding actual damages, shall continue in force and effect

F Confidentiality and No Class Action or Collateral Estoppel **The parties agree that arbitration will be conducted on an individual, not a class-wide, basis, and that an arbitration proceeding between the**

parties may not be consolidated with any other arbitration proceeding between them and any other person or legal entity No findings, conclusions, orders or awards emanating from any arbitration proceeding conducted hereunder may be introduced, referred to or used in any subsequent or other proceeding as a precedent, to collaterally estop any party from advancing any Claim or defense or from raising any like or similar issues, or for any other purpose whatsoever The parties agree that the principles of collateral estoppel shall not apply in any arbitration proceeding conducted under this Section 32

G Survival and Enforcement The terms of this Section 32 shall survive termination or expiration of this Agreement If any portion of this Section 32 is deemed to be unenforceable for any reason, it shall be modified or restricted, or severed, so as to comply with applicable law and shall be otherwise enforced according to its terms

33 **Force Majeure**

Neither party shall be liable or responsible for any delays in performance under this Agreement (except for the payment of money owed) due to strikes, lockouts, casualties, acts of God, war, acts of terrorism, government regulation or control or other causes beyond the reasonable control of the parties Any time period for the performance of an obligation shall be extended for the amount of time of the delay This application of this clause shall not result in an extension of the term of this Agreement

34 **Cumulative Remedies**

Unless otherwise expressly stated in this Agreement, the rights and remedies specifically granted to either Franchisee or Franchisor by this Agreement will not be deemed to prohibit either Franchisee or Franchisor from exercising any other right or remedy provided under this Agreement or permitted by law or in equity

35 **Discretionary Enforcement**

Franchisor has the right to elect in its discretion to not enforce (or to selectively enforce) any provision of this Agreement or any agreement, standard or policy, whether with respect to Franchisee and/or any other franchisee or other person, in a lawful manner without liability

36 **Franchisee Acknowledgements**

A Receipt of this Agreement and the Franchise Disclosure Document Franchisee represents and acknowledges that Franchisee has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document and that Franchisor has given Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement Franchisee represents and acknowledges that Franchisee has received, at least fourteen (14) calendar-days prior to the date on which this Agreement was signed, the Franchisor's Franchise Disclosure Document required by law, as modified by any applicable state addenda attached to it

B Consultation by Franchisee Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the VCS Business and the prospects for that business Franchisee represents that Franchisee has either consulted with such advisors or has purposely declined to do so Franchisee acknowledges that VCS Business franchisees are separate and distinct from Franchisor and are independently owned and operated and that while Franchisor may encourage Franchisee to speak with VCS Business franchisees in connection with Franchisee's evaluation of this franchise opportunity, such franchisees do not act as Franchisor's agents or representatives in providing any information to Franchisee and Franchisor has no obligations or liabilities with respect to any information, opinions or otherwise they may provide to Franchisee

C True and Accurate Information Franchisee represents that all information in Franchisee's applications and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information

D Risk Franchisee represents that Franchisee has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in the VCS Business involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby

E No Guarantee of Success Franchisee represents and acknowledges that Franchisee has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the VCS Business Specifically, Franchisee has not received,

i) any sales, income or other projections of any kind or nature,

ii) any statements, representations, charts, calculations or other materials which stated or suggested any level or range of sales, income, profits or cash flow, or

iii) any representations as to any profits Franchisee may realize in the operations of the Franchised Business or any working capital or other funds necessary to reach any 'break-even' or any other financial level

Franchisee represents and acknowledges that there have been no representations by Franchisor's officers, directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the Franchise Disclosure Document or this Agreement Franchisee acknowledges that Franchisee is responsible for the success of Franchisee's VCS Business, which will be dependent upon Franchisee's management skills, financial controls, business skills, marketing and business development efforts and other capabilities

F Licensor Not A Party Franchisee acknowledges and agrees that Licensor is not a party to this Agreement (although an intended third party beneficiary for purposes of enforcing Licensor's Intellectual Property interests) and is not responsible for Franchisee's or Franchisor's performance under this Agreement, the operation of the VCS Business or otherwise Franchisee further acknowledges that Franchisee is and shall remain at all times a completely independent contractor in business for itself, and that there is not an employer-employee, co-employer relationship, partnership, joint venture, agency or any fiduciary or special relationship between Franchisor and Franchisee or between Licensor and Franchisee

G Franchisor Practices Franchisee understands, acknowledges and agrees that Franchisor may have offered franchises in the past, may currently be offering Franchises and/or may offer Franchises in the future on economic and/or other terms, conditions and provisions which may significantly differ from those stated in this Agreement and any related documents, and that there may be instances in which Franchisor has varied, or will vary, the terms on which Franchisor offers Franchises, the charges Franchisor receives and other arrangements with a particular franchisee to suit the circumstances of a particular transaction, the particular franchisee's situation or otherwise, in each case in its sole discretion and without liability, to the extent permitted by law

H Franchisee Tax Responsibility Franchisee acknowledges that Franchisee is solely responsible for all taxes of any kind incurred or paid in connection with Franchisee's VCS Business and the services it provides, including as provided in Sections 7 A 4 and 17, above

This Agreement is effective only upon execution by both Franchisor and Franchisee

Agreed and accepted by the undersigned.

THE EFFECTIVE DATE IS _____

FRANCHISOR

_____
Prestige Worldwide Inc dba
Vanguard Cleaning Systems of the Southern Valley

By _____
Signature

Print Name _____

Title _____

*****

FRANCHISEE (Corp or LLC)

_____
(Legal Name of Franchisee Entity)

a_____ _____
Jurisdiction of Formation Corporation or LLC

By _____ _____
Signature Title

_____
Print Name

Designated Owner _____

(Franchisee is to notify Franchisor in advance if it wants to select one of the other Franchisee Owners named below to become the Designated Owner at any time)

Franchise Ownership

Franchisee _____ **(business entity franchisee)**

Franchise Owners

Name _____ Name _____

Position/Title _____ Position/Title _____
Percentage of ownership _____% Percentage of ownership _____%

Name _____ Name _____

Position/Title _____ Position/Title _____
Percentage of ownership _____% Percentage of ownership _____%

TOTAL 100%

EXHIBIT A
TO THE FRANCHISE AGREEMENT

Business Plans, Business Plan Referral Fees and Business Plan Accounts/Terms

Under the Franchise Agreement, Franchisee can, but is not required to, choose a Business Plan offered by Franchisor

The following Business Plans are available Each Business Plan is identified by the anticipated VCS Account annual service billings ("Service Billings") it represents

1	Plan-A	Franchise business with $24,000 Service Billings per year ($2,000 average Service Billings per month)
2	Plan-B	Franchise business with $36,000 Service Billings per year ($3,000 average Service Billings per month)
3	Plan-C	Franchise business with $60,000 Service Billings per year ($5,000 average Service Billings per month)
4	Plan-D	Franchise business with $84,000 Service Billings per year ($7,000 average Service Billings per month)
5	Plan-E	Franchise business with $120,000 Service Billings per year ($10,000 average Service Billings per month)

Service Billings that might be obtained from an Account is not an assurance that Franchisee will make a particular amount of gross or net revenue Franchisor cannot ensure that all Account Cleaning Services Agreements will be fulfilled Accounts may cancel for a variety of reasons or fail to pay all amounts due under their contract Franchisor does not guarantee that canceled Accounts can be replaced, and there may be a delay between cancellation of an Account and securing a replacement, if any The Business Plan commitment only relates to the Accounts Franchisor agrees to provide Franchisee initially It does not guarantee that the Accounts will remain with Franchisee or meet the terms of their cleaning contract

FRANCHISEE'S SELECTED PLAN IS _____

Franchisee will pay Franchisor a Business Plan Referral Fee specific to any Plan Selected as described below

Business Plan Referral Fees

Plan	Total Fee	Business Plan Referral Fee Cash Discount (10%)
Plan-A	$7,000	$6,300
Plan-B	$10,000	$9,000
Plan-C	$16,000	$14,400
Plan-D	$22,000	$19,800
Plan-E	$31,000	$27,900

If Franchisee does not pay Franchisor the full Business Plan Referral Fee when signing this Exhibit A, then it will pay the applicable Down Payment for the selected Business Plan when it signs this Exhibit A and finance the remaining portion of the Business Plan Referral Fee, as described below If Franchisee finances a portion of the Business Plan Referral Fee, Franchisee also will sign a promissory note like the one attached to this Franchise Agreement as Exhibit B If there is any inconsistency or conflict between the terms of the Franchise Agreement or this Exhibit A and the promissory note, the terms of the note will control

Business Plan Referral Fee Financing Schedule
(Refer to the Promissory Note at Exhibit B for your specific payment terms)

Plan	Total Fee	Minimum Down Payment	Maximum Amount Financed	Monthly Payment*
Plan-A	$7,000	$0	$7,000	$198 22 in 42 equal payments
Plan-B	$10,000	$3,000	$7,000	$198 22 in 42 equal payments
Plan-C	$16,000	$9,000	$7,000	$198 22 in 42 equal payments
Plan-D	$22,000	$15,000	$7,000	$198 22 in 42 equal payments
Plan-E	$31,000	$24,000	$7,000	$198 22 in 42 equal payments

* These payments are based on financing for 42 months at 10 percent (10%) interest per annum

FRANCHISEE HAS PAID THE APPLICABLE BUSINESS PLAN REFERRAL FEE IN A LUMP SUM OF _____ ON SIGNING THIS EXHIBIT A

FRANCHISEE HAS MADE A $_____DOWN PAYMENT FOR FRANCHISEE'S SELECTED BUSINESS PLAN AND IS FINANCING THE BALANCE OF THE BUSINESS PLAN REFERRAL FEE UNDER THE TERMS CONTAINED IN THE PROMISSORY NOTE ATTACHED AS EXHIBIT B

The Note calls for 42 monthly installments of $204 93 each, which includes interest on the unpaid principal amount at the rate of 10% per annum The first installment of principal and interest is due on _____ Installments shall thereafter be paid on the 25th day of each consecutive month until full payment is received In the case of a conflict between this Exhibit A and Franchisee's Promissory Note, the Promissory Note controls

The following fulfillment period ("Fulfillment Period") applies

Plan-A through Plan-C = a 120 day Fulfillment Period, beginning with the completion of this Exhibit A

Plan-D and Plan-E = a 180 day Fulfillment Period, beginning with the completion of this Exhibit A

Franchisee Initials _____ **Date** _____

Franchisor Initials _____ **Date** _____

Exhibit A (cont'd)

A **Business Plan Account Selection, Terms and Possible Refunds**

1 Franchisor will locate and offer Franchisee within the applicable Fulfillment Period VCS Accounts sufficient to satisfy the Services Billings under Franchisee's selected Business Plan

2 Franchisee can accept or reject a Transfer of any VCS Account offered A "Transfer" of an Account to Franchisee's VCS Business gives Franchisee ownership and control of the Account and the Account relationship, subject to Franchisor's right to perform Business Support Services and its reversion rights as described in Section 19 B of the Franchise Agreement Franchisee will have an opportunity to evaluate each offered Account and the related Account Cleaning Services Agreement requirements before making any decision about accepting or rejecting the offered Account

3 When Franchisee accepts Transfers of Accounts representing the required Service Billings Franchisor shall have met its Business Plan Account obligations to Franchisee, regardless of whether Franchisee later rejects any Business Plan Accounts or chooses to discontinue servicing any of them or to transfer any Accounts to another VCS Business Franchisee may request a refund of the Business Plan Referral Fee if Franchisor does not Transfer to Franchisee during the applicable Fulfillment Period Accounts representing the Service Billings required under Franchisee's selected Business Plan Any refund will be processed as described in C, below

B **Business Plan Account Replacement Terms**

1 Franchisor will not replace a Business Plan Account or make any refund on an Account if

i) an Account Cleaning Services Agreement is canceled any time after twelve (12) months from the date Franchisee accepts the Account Transfer, or

ii) a customer at any time terminates the Account Cleaning Services Agreement because of concerns regarding Franchisee's (or Franchisee's agents'/employees') integrity and/or character, service quality, or a claimed failure to meet Account Cleaning Services Agreement requirements, or

iii) a customer requests a Transfer to an alternative VCS Business at any time because of concerns regarding Franchisee's (or Franchisee's agents'/employees') integrity and/or character, service quality, or a claimed failure to meet Account Cleaning Services Agreement requirements, or

iv) Franchisee is required to discontinue servicing the Business Plan Account due to an Account reversion to Franchisor, as provided in Section 19 B , of the Franchise Agreement, or

v) Franchisee chooses to discontinue providing the services outlined in the applicable Account Cleaning Services Agreement or to transfer the Account to another VCS Business, or

vi) this Agreement is terminated as a result of a Franchisee default

The Services Billings attributable to the Business Plan Account cancelled for any reason described above continues to be counted towards Franchisor's satisfaction of its Business Plan Account obligations Franchisor has no obligation to make any refunds or to offer or provide any Accounts under the circumstances described above Franchisee will remain obligated to pay Franchisor the balance of any Business Plan Referral Fee owed in connection with Franchisee's selected Business Plan unless Franchisor elects otherwise in its sole discretion

2 For any Business Plan Account that is cancelled or lost, but not for any reason described in Section B 1 , above, Franchisor will diligently try to replace the Account if the cancellation by the customer occurs within twelve (12) months following the Account Transfer to Franchisee Franchisor will make any replacement within ninety (90) days of the Account cancellation as follows

i) If cancellation occurs within 180 days of Transfer to Franchisee, Franchisor will offer to Transfer to Franchisee one or more Accounts with Service Billings equal to those of the lost Account,

ii) If cancellation occurs within 181 to 365 days of Transfer to Franchisee, Franchisor will offer to Transfer to Franchisee one or more Accounts with Service Billings equal to 50% of those of the lost Account

C **Business Plan Referral Fee Refunds**

Franchisee can request a refund if Franchisor fails to make within the applicable Fulfillment Period Account Transfers representing the Service Billings for Franchisee's selected Business Plan The request must be made in writing no later than ten (10) days after the end of the applicable Fulfillment Period If no written request is received by Franchisor within that period Franchisor will have an additional ninety (90) days to provide the Service Billings due under the Business Plan selected by Franchisee A refund is Franchisee's exclusive remedy if Franchisor fails to meet its Business Plan commitments Any refund is calculated as follows

The average monthly Service Billings actually offered by Franchisor is subtracted from the amount of the average monthly Service Billings due under the selected Business Plan to determine the difference between the amounts (the "Deficiency") The refund due is the amount of the Deficiency multiplied by four (4), except that no refund will be more than i) the amount of the Business Plan Referral Fee originally financed by Franchisee, or, ii) if Franchisee did not finance the Referral Fee, the amount that it could have financed for its selected Business Plan under the Business Plan Referral Fee Financing Schedule, above Franchisor is entitled to keep the cash down payment or, if applicable, the amount that would have been paid as a down payment if Franchisee had not paid the Business Plan Referral Fee in a lump sum If Franchisee is indebted to Franchisor when a refund is payable, the refund first will be applied to the payment of Franchisee's debt, up to the full amount of the debt, before the balance (if any) of the refund is paid to the Franchisee

D **Franchise Agreement and Personal Guaranty Apply**

The execution of this Exhibit A does not relieve or release Franchisee or Franchisee's Guarantors from responsibility, financial or otherwise, under the Franchise Agreement and the Owner's Guaranty (Exhibit C to the Franchise Agreement) In signing this Exhibit A, Franchisee and Franchisee's Guarantors ratify and reaffirm the terms of the Franchise Agreement and the Guaranty and unconditionally promise to Franchisor and its successors and assigns the full and timely performance of all of the terms, covenants, conditions and terms of the Franchise Agreement and the Guaranty since the effective date of the Franchise Agreement, including this Exhibit A The terms of the Franchise Agreement and the Guaranty apply to this Exhibit A, as though it was signed along with the Franchise Agreement Franchisee hereby reaffirms Franchisor's authority to perform the Business Support Services for all VCS Accounts and to deduct from the amounts collected all amounts then due from Franchisee to Franchisor, including Promissory Note payments, Marketing Fees, royalties and other Deductions, as provided in Section 5 B of the Franchise Agreement

Agreed and accepted by the undersigned This Exhibit A is not effective until signed by an authorized representative of Franchisor

FRANCHISOR Prestige Worldwide Inc dba
Vanguard Cleaning Systems of the Southern Valley

By _____
Signature

Print Name _____

Title _____
*****

Effective Date of Exhibit A _____

FRANCHISEE (Corp or LLC)

_____
(Legal Name of Franchisee Entity)

a _____ _____
Jurisdiction of Formation Corporation or LLC

By _____
Signature

Print Name _____

Title _____

Date _____

GUARANTOR(S) PERCENTAGE OF OWNERSHIP OF FRANCHISEE

_____ _____%
Signature

_____
Print Name

_____ _____%
Signature

_____
Print Name

_____ _____%
Signature

_____
Print Name

EXHIBIT B
TO THE FRANCHISE AGREEMENT

PROMISSORY NOTE

$_____ Date _____

FOR VALUE RECEIVED, the undersigned _____ ("Maker") hereby promises to pay to the order of Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley, ("PAYEE") a California corporation at its office at 5301 Office Park Drive Ste 220 Bakersfield, CA 93309 or at such other place or to such other party or parties as a holder of this Note may from time to time designate, in lawful money of the United States, the principal sum of Seven Thousand and 00/100 Dollars ($7000 00), with interest thereon from the date hereof at the rate of 10 percent per annum on the unpaid balance of said principal sum until paid and to pay said principal sum and interest in installments of One Hundred Ninety Eight and 22/100 Dollars ($198 22) on the 25th day of each and every month beginning on _____, 20__, and ending on _____, 20__

It is agreed that each installment, when paid, shall be credited first on interest then due and the remainder on principal, and interest shall cease upon the principal then credited Should the interest not be so paid, it shall, at the sole option of the holder of this note, become a part of the principal and thereafter bear like interest as the principal

The acceptance by PAYEE of any amount after any default hereunder shall not operate to extend the time of payment for any amount(s) then remaining unpaid hereunder or be considered a waiver of any of the other rights of PAYEE hereunder

This note and all other obligations, direct or contingent, of any such Maker or endorser hereof to PAYEE, shall become due and payable immediately at the option of the holder of this Note, without demand or notice upon the happening of any of the following events

The failure to pay when due any installment of the principal and interest of this Note,

The failure to timely or properly keep or perform any of the recitals, covenants, conditions, representations, warranties, obligations or guarantees contained in any agreement between the Maker and PAYEE,

The levy of any attachment, execution, or any other process against all or any part of the Maker's assets,

The failure to pay, withhold, collect or remit any tax or tax deficiency when assessed or due,

The suspension of Maker's business, or the making of a general assignment for the benefit of creditors, or the commencement of proceedings for dissolution or liquidation, or the commencement of proceedings for Maker under any state or federal bankruptcy or insolvency statute, or the adjudication of Maker as a bankrupt or insolvent, or the application for or the involuntary appointment of a receiver

If legal counsel is employed by the holder of the Note to enforce any of its terms, Maker shall pay reasonable costs and attorneys' fees incurred in connection therewith, and such amount shall be secured hereby

The Undersigned shall all be deemed Makers and will jointly, severally, and individually be liable as Makers

This Note is to be construed in accordance with the laws of the State of California, venue and jurisdiction is expressly declared to be in the County of Kern

Maker	Maker
(PLEASE PRINT NAME)	**(PLEASE PRINT NAME)**
Maker	Maker
(PLEASE PRINT NAME)	**(PLEASE PRINT NAME)**

EXHIBIT C
TO THE FRANCHISE AGREEMENT

FORM OF PERSONAL GUARANTY

OWNER'S GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution by Prestige Worldwide Inc dba Vanguard Cleaning of the Southern Valley ("FRANCHISOR") of that certain Franchise Agreement (the "Agreement") dated _____ between FRANCHISOR and _____ ("FRANCHISEE"), or in consideration of and as an inducement to FRANCHISOR's consent to an assignment by or of FRANCHISEE under the Agreement, each of the undersigned parties, including _____ ("Guarantors"), hereby personally and unconditionally (1) guarantees to FRANCHISOR and its successors and assigns, for the term of the Agreement and the term of any successor Franchise Agreement and thereafter as provided in the Agreement, and agrees to punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement, and (2) agrees to be personally bound by, and personally liable for the breach of, each and every term, condition, covenant and provision in the Agreement Each Guarantor expressly represents and acknowledges that he or she has read the Agreement and has had the opportunity to review the same, and this Guaranty, with counsel

Each Guarantor hereby expressly waives

(1) acceptance and notice of acceptance by FRANCHISOR, of the foregoing undertakings,
(2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed,
(3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed,
(4) any right he or she may have to require that an action be brought against FRANCHISEE, Guarantor or any other person as a condition of liability,
(5) any requirement that FRANCHISOR proceed against or exhaust its remedies with respect to FRANCHISEE or any other person before demanding payment or performance by Guarantor, and
(6) any and all other notices and legal or equitable defenses to which he or she may be entitled

Each Guarantor consents and agrees that

(1) his or her direct and immediate liability under this guaranty will be joint and several,
(2) he or she will render any payment or performance required under the Agreement, and all exhibits thereto regardless of the date of their execution, upon demand if FRANCHISEE fails or refuses to do so punctually,
(3) such liability will not be contingent or conditioned upon pursuit by FRANCHISOR of any remedies against FRANCHISEE or any other person,
(4) such liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which FRANCHISOR may, from time to time, grant to FRANCHISEE or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this guaranty, which will be irrevocable during the term of the Agreement, and
(5) the liability and obligations under this Guaranty and Assumption will not be diminished, relieved or otherwise affected by any modification by FRANCHISEE and FRANCHISOR of the terms or conditions of the Agreement and any exhibits thereto and shall be continuing and irrevocable with respect to such Agreement and any related exhibits, whenever executed, for so long as any performance is or might

be owed under the Agreement by FRANCHISEE or FRANCHISEE owner(s) and for so long as Franchisor has any cause of action against FRANCHISEE or FRANCHISEE owner(s)

IN WITNESS WHEREOF, each of the undersigned has executed this document on the date stated below

DATE OF GUARANTEE _____

GUARANTOR(S)	PERCENTAGE OF OWNERSHIP OF FRANCHISEE
_____	_____%
Signature	
_____	
Print Name	
_____	_____%
Signature	
_____	
Print Name	
_____	_____%
Signature	
_____	
Print Name	

INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT

I hereby acknowledge that my company, _____, has been awarded a Vanguard Cleaning Systems® franchise by Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley (a Vanguard Cleaning Systems master franchisee, or "Region") for the operation of an independent commercial cleaning business under the Vanguard Cleaning Systems brand (a "VCS Business") As an owner of an independent business, I

- supervise, manage and control the day to day operations of my VCS Business and determine the methods and hours necessary to meet a cleaning account's terms and requirements,
- am solely responsible for the training, scheduling, wages, staffing and management of my employees and the terms of their employment,
- manage my VCS Business expenses and provide equipment, chemicals, and supplies to support my VCS Business operation, and
- am not precluded from selling janitorial services to accounts outside of the VCS Business, which are considered non-Vanguard accounts, so long as I do not do so under the Vanguard Cleaning Systems® brand and do not solicit accounts under contract with another Vanguard business

Neither I nor my other VCS Business employees are employed by or agents of _____, Vanguard Cleaning Systems, Inc or any other Vanguard Cleaning Systems master franchisee, and I am solely responsible for ensuring that

- my VCS Business complies with all federal, state, and local laws pertaining to its operation and that all taxes applicable to my VCS Business, including business taxes, self-employment taxes, income taxes, social security, and payroll taxes, are paid fully and on time, and
- any licenses and insurance that may be required to operate my VCS Business, including automobile, liability and workers' compensation insurance, are maintained and meet minimum coverage requirements, as provided in my VCS Business franchise agreement

I will meet all Vanguard Cleaning Systems brand standards for identifying my VCS Business and its operations as independently owned and operated and will include specific notices of independent ownership on forms, business cards, stationery, advertising, signs and other materials I will hold my VCS Business out as an independent business in all dealings and communications with the public

Dated _____ _____, VCS Business owner
Signature

_____
Print Name

_____
VCS Business Name

Each Vanguard Cleaning Systems® business is independently owned and operated

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® is a registered mark of Vanguard Cleaning Systems, Inc

(29065 00001) #783638 3

EXHIBIT B

TO THE DISCLOSURE DOCUMENT

PRODUCTS PACKAGE AND PRICE LIST

(SUBJECT TO CHANGE BY FRANCHISOR)

2017 Products Package/Price
(Subject to Change by Franchisor)

Item	Amount
BUSINESS DEVELOPMENT MATERIALS	
Sales Brochures	**5 each**
Marketing Flyers	**5 each**
Business Cards for Your Franchise	**100 each**
EQUIPMENT	
Commercial Backpack Vacuum Cleaner with attachments	**2 each**
Microfiber Mop System - Handle	**1 each**
Microfiber Mop System - Frame 18 inch	**1 each**
Microfiber Mop System - Frame 36 inch	**1 each**
Microfiber Mop System - Floor Pads - 18 inch (wet-dry) in 2 or more colors	**17 each**
Microfiber Mop System - Floor Pads - 36 inch with fringe (dry)	**1 each**
Microfiber Mop System - Charging Bucket with Sealable Lid	**1 each**
Microfiber Mop System - Bucket with Wringer	**1 each**
Window Squeegee with Blade and Washer	**1 each**
Spray Bottle with Sprayer	**4 each**
High Duster - bendable microfiber with sleeve	**1 each**
High Duster - "puffy" microfiber or lambs wool	**1 each**
Dust Pan - Lobby Style	**1 each**
Scrub Pads - 6" x 9" Green	**1 dz**
Microfiber Cloths 16"x16" Terry or Glass style	**18 each**
Microfiber Gloves/Mitts	**2 each**
Broom - Nylon	**1 each**
32 gallon Trash Barrel with Dolly and Caddy Bag	**1 each**
44 gallon Trash Barrel with Dolly and Caddy Bag	**1 each**
Double Pail/Carrying Caddy	**1 each**
Toilet Bowl Brush with Holder	**2 each**
Disposable Latex Gloves	**1 box**
Heavy Latex Gloves	**2 pairs**
Safety Goggles	**2 each**
Toy Broom	**1 each**
Wet Floor Caution Signs	**4 each**
Putty Knife	**1 each**
Spare Vacuum Bags	**1 pkg**
Chemical Dilution Control System	**1 each**
Chemical Storage Jugs	**4 each**
CHEMICALS	
All Purpose Cleaner Green Concentrate - Bottle	**1 each**
Neutral Disinfectant Green Concentrate - Bottle	**1 each**
Restroom/Bowl Cleaner Green Concentrate - Bottle	**1 each**
Carpet Spot Cleaner	**1 each**

Item	Amount
Stainless Steel Cleaner	1 each
Total Cost	**$1,300**

EXHIBIT C

TO THE DISCLOSURE DOCUMENT

PURCHASE AGREEMENT

(SUBJECT TO CHANGE BY FRANCHISOR)

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made on the _____ day of _____, 20__, (the "Effective Date") by and between Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley ("Franchisor") and _____ [a corporation] [a limited liability company] with a principal place of business located at _____ (hereinafter collectively called "You" or "Franchisee") for the purchase of the equipment/materials (the "Equipment") specified below

1 EQUIPMENT TO BE PURCHASED

(Mark correct box, below)

(a) ☐ Franchisee is purchasing the Equipment contained in the Products Package for $_____on the terms described in section 2, below Items included in the Products Package are listed on Exhibit 1 of this Agreement

(b) ☐ Franchisee is purchasing the following Equipment for $_____ on the terms described in section 2, below

Equipment Description (Item, Model and Serial Number) –

_____

_____

2 PAYMENT TERMS

(Mark correct box, below)

(a) ☐ $_____ in cash, US Dollars, is due upon signing this Agreement (the Equipment purchase price") No portion of the Equipment purchase price is financed by Franchisor The Equipment purchase price is not refundable

(b) ☐ $_____ is the price for the Equipment (the "Equipment purchase price") The Equipment purchase price is to be paid in the following manner and subject to the terms of the Promissory Note attached as Exhibit 2 and signed by Franchisee along with this Agreement $_____ in cash, US Dollars, is due upon signing and the remaining balance is to be paid in _____ monthly installments of $_____ each, which includes interest on the unpaid principal amount at the rate of _____% per annum The first installment of principal and interest is due on the _____ day of each consecutive month until full payment is received Installments shall be deducted from Franchisee's VCS Business revenues (or paid to Franchisor, if revenues are insufficient) in the manner described in Section 5 of the Franchise Agreement between Franchisee and Franchisor In the event of a conflict or inconsistency between this Agreement and the Promissory Note, the language of the Promissory Note controls None of the amounts paid is refundable

3 TERMS OF SALE

(a) No Warranties The Equipment is accepted by Franchisee AS IS FRANCHISOR MAKES NO WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, EITHER EXPRESS OR IMPLIED, AND NO REPRESENTATION OR WARRANTY AS TO FITNESS, DESIGN, CONDITION OR QUALITY OF EQUIPMENT OR THE EQUIPMENT MATERIAL OR WORKMANSHIP

(b) Indemnification Franchisor shall have no liability to Franchisee for, and Franchisee shall indemnify and hold Franchisor harmless in connection with, any third party claims involving or relating to the Equipment, its use and/or its performance and any costs, expenses, damages, and other liabilities of any kind or nature arising out of or relating to any such claims

(c) Taxes Franchisee shall pay all personal property and sales and use taxes and all other taxes assessed against or incurred by Franchisee or Franchisor in connection with the Equipment

(d) Default If Franchisee does not meet its payment and other obligations under this Agreement (and/or under any Promissory Note attached to this Agreement), then Franchisee will be in default and Franchisor will be entitled to pursue all legal and equitable remedies Franchisee shall be responsible for all costs of collection and enforcement incurred by Franchisor, including reasonable attorneys' fees

(e) Assignment Franchisor may assign some or all of Franchisor's rights under this Agreement to a third party So long as any of Franchisee's payment obligations under this Agreement and/or any Promissory Note remain outstanding, Franchisee shall not assign this Agreement or sell or transfer the Equipment without Franchisor's prior written consent

Agreed and accepted by the undersigned. This Agreement is not effective until signed by an authorized representative of Franchisor

FRANCHISOR. Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley

By _____
Print Name
Title _____
**

FRANCHISEE (Corp or LLC)

_____
(Legal Name of Franchisee Entity)
a _____
Jurisdiction of Formation

_____
Corporation or LLC
By _____
Signature
Print Name _____
Title _____

DELIVERY RECEIPT:

FRANCHISEE HEREBY CONFIRMS RECEIPT OF THE PURCHASED EQUIPMENT IN GOOD CONDITION AND WORKING CONDITION (IF APPLICABLE) ON·

Date _____ Franchisee _____

By _____

Print Name _____

EXHIBIT 1

Products Package

FRANCHISEE IS PURCHASING THE PRODUCTS PACKAGE ONLY IF BOX 1 A OF THE PURCHASE AGREEMENT IS CHECKED.

2017 Products Package/Price

(Subject to Change by Franchisor)

Item	Amount
BUSINESS DEVELOPMENT MATERIALS	
Sales Brochures	**5 each**
Marketing Flyers	**5 each**
Business Cards for Your Franchise	**100 each**
EQUIPMENT	
Commercial Backpack Vacuum Cleaner with attachments	**2 each**
Microfiber Mop System - Handle	**1 each**
Microfiber Mop System - Frame 18 inch	**1 each**
Microfiber Mop System - Frame 36 inch	**1 each**
Microfiber Mop System - Floor Pads - 18 inch (wet-dry) in 2 or more colors	**17 each**
Microfiber Mop System - Floor Pads - 36 inch with fringe (dry)	**1 each**
Microfiber Mop System - Charging Bucket with Sealable Lid	**1 each**
Microfiber Mop System - Bucket with Wringer	**1 each**
Window Squeegee with Blade and Washer	**1 each**
Spray Bottle with Sprayer	**4 each**
High Duster - bendable microfiber with sleeve	**1 each**
High Duster - "puffy" microfiber or lambs wool	**1 each**
Dust Pan - Lobby Style	**1 each**
Scrub Pads - 6" x 9" Green	**1 dz**
Microfiber Cloths 16"x16" Terry or Glass style	**18 each**
Microfiber Gloves/Mitts	**2 each**
Broom - Nylon	**1 each**
32 gallon Trash Barrel with Dolly and Caddy Bag	**1 each**
44 gallon Trash Barrel with Dolly and Caddy Bag	**1 each**
Double Pail/Carrying Caddy	**1 each**
Toilet Bowl Brush with Holder	**2 each**
Disposable Latex Gloves	**1 box**
Heavy Latex Gloves	**2 pairs**
Safety Goggles	**2 each**
Toy Broom	**1 each**
Wet Floor Caution Signs	**4 each**
Putty Knife	**1 each**
Spare Vacuum Bags	**1 pkg**

Item	Amount
Chemical Dilution Control System	**1 each**
Chemical Storage Jugs	**4 each**
CHEMICALS	
All Purpose Cleaner Green Concentrate - Bottle	**1 each**
Neutral Disinfectant Green Concentrate - Bottle	**1 each**
Restroom/Bowl Cleaner Green Concentrate - Bottle	**1 each**
Carpet Spot Cleaner	**1 each**
Stainless Steel Cleaner	**1 each**
Total Cost	**$1,300**

EXHIBIT 2

Promissory Note

THIS PROMISSORY NOTE IS COMPLETED AND SIGNED ONLY IF BOX 2 B. OF THE PURCHASE AGREEMENT IS CHECKED

PROMISSORY NOTE

$_____ Date _____

FOR VALUE RECEIVED, the undersigned _____ ("Maker") hereby promises to pay to the order of Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley, ("PAYEE") a California Corporation at its office at 5301 Office Park Drive Ste 220, Bakersfield, CA 93309 or at such other place or to such other party or parties as a holder of this Note may from time to time designate, in lawful money of the United States, the principal sum of _____ Dollars ($_____), with interest thereon from the date hereof at the rate of _____ percent per annum on the unpaid balance of said principal sum until paid and to pay said principal sum and interest in installments of _____ Dollars ($_____) on the _____ day of each and every month beginning on _____, 20__, and ending on _____, 20__

It is agreed that each installment, when paid, shall be credited first on interest then due and the remainder on principal; and interest shall cease upon the principal then credited Should the interest not be so paid, it shall, at the sole option of the holder of this note, become a part of the principal and thereafter bear like interest as the principal

The acceptance by PAYEE of any amount after any default hereunder shall not operate to extend the time of payment for any amount(s) then remaining unpaid hereunder or be considered a waiver of any of the other rights of PAYEE hereunder

This note and all other obligations, direct or contingent, of any such Maker or endorser hereof to PAYEE, shall become due and payable immediately at the option of the holder of this Note, without demand or notice upon the happening of any of the following events

- The failure to pay when due any installment of the principal and interest of this Note,
- The failure to timely or properly keep or perform any of the recitals, covenants, conditions, representations, warranties, obligations or guarantees contained in any agreement between the Maker and PAYEE,
- The levy of any attachment, execution, or any other process against all or any part of the Maker's assets,

- The failure to pay, withhold, collect or remit any tax or tax deficiency when assessed or due,

- The suspension of Maker's business, or the making of a general assignment for the benefit of creditors, or the commencement of proceedings for dissolution or liquidation, or the commencement of proceedings for Maker under any state or federal bankruptcy or insolvency statute, or the adjudication of Maker as a bankrupt or insolvent, or the application for or the involuntary appointment of a receiver

If legal counsel is employed by the holder of the Note to enforce any of its terms, Maker shall pay reasonable costs and attorneys' fees incurred in connection therewith, and such amount shall be secured hereby

The Undersigned shall all be deemed Makers and will jointly, severally, and individually be liable as Makers

This Note is to be construed in accordance with the laws of the State of California, venue and jurisdiction is expressly declared to be in Kern County

Maker	Maker
(PLEASE PRINT NAME)	(PLEASE PRINT NAME)
Maker	Maker
(PLEASE PRINT NAME)	(PLEASE PRINT NAME)

EXHIBIT D

TO THE DISCLOSURE DOCUMENT

LIST OF ACTIVE UNIT FRANCHISEES OF VANGUARD CLEANING SYSTEMS OF THE SOUTHERN VALLEY AS OF DECEMBER 31, 2016

Company / Name	Contact	Street Address	City, State Zip Code	Phone
Eugenio & Maria Aragon		4912 Centaur St	Bakersfield, CA 93304	661-390-6860
Ferlet Professionals, LLC	Fernando Barajas	916 Planz Rd	Bakersfield, CA 93304	661-213-2555
Hernandez Ruben Dario		1721 Stillman Ave	Bakersfield, CA 93304	661-376-2023
Petra Arguelles		408 1/2 Stephens Dr B	Bakersfield, CA 93304	661-205-8409
Brandie Vasquez Cleaning, LLC	Brandie Vasquez	1816 Bingham Ave	Bakersfield, CA 93305	
Horacio Cortes		1804 Crestview Dr	Bakersfield, CA 93305	661-889-4618
Jose Del Rio Lopez		3201 Wenatchee Ave	Bakersfield, CA 93306	661-748-8663
Casandra Martinez		403 Byrant St	Bakersfield, CA 93307	661-549-7497
Clean Factor Bakersfield, LLC	Anguel Juarez Quintana	7206 China Doll Lane	Bakersfield, CA 93307	
Edith Gutierrez Hernandez		313 Quantico Ave #D	Bakersfield, CA 93307	661-378-0238
Joya Janitorial, LLC	Ana Joya	1717 Clarendon St	Bakersfield, CA 93307	
Klean Sweep Janitorial Inc	Theodie Clay	1005 Casino	Bakersfield, CA 93307	702-715-2670
Oscar Tovar		1104 Kyner Ave	Bakersfield, CA 93307	323-314-6623

Company / Name	Contact	Street Address	City, State Zip Code	Phone
Salinas Cleaning Service, LLC	Miguel S Romero	300 Raddichio Ave	Bakersfield, CA 93307	
Santino & Christina Lopez Cleaning, LLC	Santino & Christina Lopez	1606 Hadar Rd	Bakersfield, CA 93307	
G & S Solutions	Stephanie Hill	3505 El Hogar Ct	Bakersfield, Ca 93311	661-345-0973
Jose Perez		11610 Zancara Drive	Bakersfield, CA 93311	310-431-5708
R&R Detail & Janitorial, LLC	Ron Wilson	8524 Scotch Pine Ct	Bakersfield, CA 93311	
Aliber's Cleaning Service, LLC	Alicia Gomez	11001 Truchard Ct	Bakersfield, CA 93312	323-455-7995
B & B Cleaning, LLC	Ana Nunez and John Butler	9617 Ravenwood Drive	Bakersfield, CA 93312	661-431-7206
CVR Cleaning Services, LLC	Beatriz Enriquez	3313 Verdugo Ln	Bakersfield, CA 93312	661-444-2070
I & R Janitorial Services, LLC	Renae Montez	5413 Gozum Drive	Bakersfield, CA 93313	
Jauregui Cleaning Services, LLC	Hilda Jauregui	5020 Winter Pasture Lane	Bakersfield, CA 93313	
John Gamboa		7210 Arbor Forest Ct	Bakersfield, CA 93313	661-549-1316
Jose Leon Oscanoa - As of 1/31/16		1576 5th St	Clovis, CA 93611	559-681-9531
SNL Janitorial Services	Jane Buenbrazo	PO Box 3585	Clovis, CA 93613	559-470-7975
Connie's Cleaning Service, LLC	Felix Zarate	2022 Oleander St	Delano, CA 93215	

Company / Name	Contact	Street Address	City, State Zip Code	Phone
Oscar Acuna		2033 N Ventura Ave	Farmersville, CA 93223	707-637-6368
Patricia Jimenez		3563 Circle Ct E	Fresno, CA 93703	559-250-2847
Samuel Carreno		3515 Mayfair Dr S	Fresno, CA 93703	559-477-0671
Davros Cleaning, LLC	Rosalba Rivera	4861 N Crystal Ave	Fresno, CA 93705	
Fantastic Cleaning, LLC	Yolanda Mendoza	2319 W Acacia	Fresno, CA 93705	559-273-5530
Dexter Owens		PO Box 1922	Fresno, CA 93718	559-375-4995
Platinum Cleaning Services	Miguel Gomez	7779 N Janzer	Fresno, CA 93722	
Maria's Cleaning Services, LLC	Maria Nava & Carlos Remirez	2234 S Maple Ave	Fresno, CA 93725	559-389-2964
J & E Janitorial, LLC	Maria Bautista	230 S Clovis Ave, Apt #218	Fresno, CA 93727	559-451-5145
J Job D Cleaning, LLC	Olivia Villanueva	P O Box 114	Ivanhoe, CA 93235	559-972-9655
Cordova Services, LLC	Jenry Cordova	P O Box 540	Pixley, CA 93256	
A & H Cleaning, LLC	Wilder Terrell	139 S D St	Tulare, CA 93274	559-991-5197
Gomez Cleaning, LLC	Soledad Gomez	139 South D Street	Tulare, CA 93274	559-901-9910

Company / Name	Contact	Street Address	City, State Zip Code	Phone
Lupe Rodriguez		1118 S Rio Linda St	Visalia, CA 93292	559-994-7094
TK Executive Cleaning Services, LLC	Malessa Trevino	36241 RD 140	Visalia, CA 93292	559-750-9560

EXHIBIT D-1

TO THE DISCLOSURE DOCUMENT

LIST OF UNIT FRANCHISEES OF CERTAIN OTHER REGIONS AS OF DECEMBER 31, 2016

List Of Active Unit Franchisees Of Rr Franchising, Inc Dba Vanguard Cleaning Systems Of Southern California As Of December 31, 2016

First Name	Last Name	Address	City	State	Zip	Phone Number
Freedom Clean, LLC		625 N Atlantic Blvd , #D	Alhambra	CA	91801	626-703-0803
Iliana	Bermudes	410 N Lemon, #1	Anaheim	CA	92805	714-535-0855
Leobardo	Camacho	211 N Western Avenue, #135	Anaheim	CA	92801	714-484-6583
Maria	Cano	2956 W Skywood Circle	Anaheim	CA	92804	714-561-8784
Salvador	Garcia	1750 South Easy Way #108	Anaheim	CA	92804	714-563-2396
Esaul	Govea	921 N Claudina Street	Anaheim	CA	92805	714-612-8838
Jazmin	Gutierrez	2053 W Harle Avenue	Anaheim	CA	92804	714-488-0523
Jesus	Jaimes	511 S Resh Street	Anaheim	CA	92805	714-979-5027
Floriberto	Manzanarez	318 1/2 E Alberta Street	Anaheim	CA	92805	714-592-0745
Maria	Fugueroa	124 E Wilhelmina Street	Anaheim	CA	92805	714-561-7299
Manuel	Perez	1830 E Romneya Dr #11	Anaheim	CA	92805	714-491-3829

First Name	Last Name	Address	City	State	Zip	Phone Number
Luis	Villegas	1631 W Pampas Lane #27	Anaheim	CA	92802	714-768-9047
Marvin Donis Cleaning Services		8800 Zeiler Avenue	Arleta	CA	91331	818-892-5161
Julio	Lemus	12959 Crowley Street	Arleta	CA	91331	818-920-3794
Norma	Garcia	11915 Arkansas Street	Artesia	CA	90701	562-261-6238
Dollar Wise Janitorial, Inc		P O Box 518	Atwood	CA	92811	313-1876
Silvestre	Castro	830 S Azusa Avenue, #9	Azusa	CA	91702	626-224-0941
Juvenal	Licea	120 S Virginia Avenue	Azusa	CA	91702	626-201-7280
Onyx Cleaning Services, LLC		316 E 220th Street	Carson	CA	90745	424-210-0514
Eliz's Cleaning Inc		22228 Dolores St Apt 1	Carson	CA	90745	310-971-1044
Alejandro	Santillan	13459 Mistletoe Avenue	Chino	CA	91710	909-465-6452
Brela Maintenance Services		1718 W 166th Street	Compton	CA	90220	310-884-9859
Jose	Jimenez	201 N Burris Ave	Compton	CA	90221	310-635-9181
Martha	Anguiano	208 S Victoria Street	Corona	CA	92879	951-898-0895

First Name	Last Name	Address	City	State	Zip	Phone Number
Alberto	Castillo	9062 1/2 Denni Street	Cypress	CA	90630	562-423-5228
Maria	Becerra	8603 Fontana	Downey	CA	90241	562-806-3254
Reyna	Becerra	13103 Cornuta Street	Downey	CA	90242	562-565-8546
Nelson	Valdes	10442 Stamps Road	Downey	CA	90241	562-923-3156
Art	Ocariz	12046 Cherrylee Drive	El Monte	CA	91732	626-652-2178
Antonina	Romero	10652 Anselm Drive	Fontana	CA	92337	909-773-8192
Claudia	Trinh	14958 Long View Drive	Fontana	CA	92337	909-279-9601
Azcona Estevez LLC		229 E Commonwealth Ave	Fullerton	CA	92832	626-354-7969
Maria	Torres	1706 W Olive Avenue	Fullerton	CA	92833	714-595-0409
Sandra	Cardona	13096 Blackbird Street	Garden Grove	CA	92843	714-534-5735
Herlinda	Jimenez	26322 Towne Centre Dr #1231	Foothill Ranch	CA	92610	714-636-6812
Juan	Jimenez	10391 Park Ave , #A	Garden Grove	CA	92840	714-643-1060

First Name	Last Name	Address	City	State	Zip	Phone Number
Martin	Medrano	12321 Lampson Avenue	Garden Grove	CA	92840	714-530-8517
Fernando	Pavia	13101 Benton Street, #C1	Garden Grove	CA	92843	714-539-6870
Maria	Ruiz	13096 Blackbird Street #98	Garden Grove	CA	92843	714-494-3095
Gabriel	Orozco	1233 W 164th Street #D	Gardena	CA	90247	310-719-9689
Juan	Rodriguez	15416 S Orchard Avenue	Gardena	CA	90247	310-327-0244
Jose	Shimose	513 Crown Street	Glendora	CA	91740	626-357-0446
Gabriel	Cervantes	1612 W 259th Street	Harbor City	CA	90710	310-530-9861
Dust To Shine Cleaning, LLC		1672 W 259th Place	Harbor City	CA	90710	310-325-3903
Eduardo	Rodriguez	3005 Hope Street	Huntington Park	CA	90255	323-387-7408
Julio	Salazar	10302 Dalerose Avenue	Inglewood	CA	90304	310-671-5253
Paula	Gonzalez	283 Collwood Avenue	La Puente	CA	91746	626-935-5106
Raul	Rangel	15964 Meadowside Street	La Puente	CA	91744	626-917-6814

First Name	Last Name	Address	City	State	Zip	Phone Number
Jesus	Rocha	910 N Duff Avenue	La Puente	CA	91744	626-918-3509
Miguel	Garcia	23301 Ridge Route #188	Laguna Hills	CA	92653	949-306-9417
Elena	Maldonado	25885 Trabuco Rd #238	Lake Forest	CA	92630	949-235-5362
Carlos	Cervantes	24725 Pennsylvania, #A-5	Lomita	CA	90717	310-539-6205
Hector	Canas	326 E Eleanor Lane	Long Beach	CA	90805	310-985-2447
Martin	Cortes	2579 Pasadena Ave , #A	Long Beach	CA	90806	562-415-7176
A to Z Janitorial Solutions Inc		514 W 37th Street	Long Beach	CA	90806	562-989-1474
R M Best Cleaning, LLC		650 Linden Avenue #1	Long Beach	CA	90802	562-495-2644
Jose	Hernandez	6475 Atlantic Avenue, #346	Long Beach	CA	90805	562-423-6986
Juana	Hernandez	405 E 20th Street, #B	Long Beach	CA	90806	562-235-0551
Angelica	Maya	405 E 20 Street, #C	Long Beach	CA	90806	562-826-3205
Fabiola	Medina	436 E 52nd Street	Long Beach	CA	90805	562-533-3250

First Name	Last Name	Address	City	State	Zip	Phone Number
Eduardo	Nieves	1165 Locust #304	Long Beach	CA	90806	562-291-7227
Rosa	Ochoa	847 Polynesian Drive	Long Beach	CA	90805	562-428-9190
Javier	Rayo	818 E Hill Street	Long Beach	CA	90806	562-599-4021
Mario	Ardon	342 W 49th Street	Los Angeles	CA	90037	323-232-1070
Ana	Avendano	144 S Avenue 55, #13	Los Angeles	CA	90042	323-258-6861
Licochav, LLC		1881 W 27th Street #4	Los Angeles	CA	90018	310-505-6021
Jose	Cuevas	647 Leonard Avenue	Los Angeles	CA	90022	562-391-8689
Maria	Garcia	3436 1/2 Gleason Avenue	Los Angeles	CA	90063	323-263-0183
Efrain	Lara	314 N Gifford	Los Angeles	CA	90063	323-271-6423
Rene	Herrera	747 Findlay Avenue	Los Angeles	CA	90022	323-517-5948
Licochav, LLC		1881 W 27th St , #4	Los Angeles	CA	90018	310-505-6021
Alfonso	Quezada	575 Virginia Avenue	Los Angeles	CA	90038	323-875-8646

First Name	Last Name	Address	City	State	Zip	Phone Number
Francisco	Romo	727 Sadler Avenue	Los Angeles	CA	90022	626-454-4292
Hugo	Serna	3319 Blanchard Street	Los Angeles	CA	90063	323-263-9231
Arturo	Ramirez	11167 Elm Street	Lynwood	CA	90262	310-604-0476
Abel	Perez	3548 E 54th Street	Maywood	CA	90270	323-833-7286
Real Maintenance Janitorial		23035 Via Pimiento	Mission Viejo	CA	92691	949-707-5719
Mere Janitorial Services		1218 S Alta Vista, #C	Monrovia	CA	91016	626-447-1612
Elizabeth Cardoza Cleaning Crew		P O Box 10230	Moreno Valley	CA	92553	626-966-5000
Maria del Rocio	Vazquez	14241 Brandt Drive	Moreno Valley	CA	92553	619-980-4550
BCO, LLC		13874 Rockcrest Drive	Moreno Valley	CA	92553	323-354-9568
Martha	Garcia	8204 White Oak Avenue	Northridge	CA	91325	818802-7716
Adrian Serrano Cleaning Services, LLC		509 N Parkside Drive	Ontario	CA	91764	909-232-2838
M & R Cleaning System, Inc		2872 S Lassen Avenue	Ontario	CA	92761	626-961-5932
Romilia	Corrales	7911 Brimfield Avenue, #3	Panorama City	CA	91402	818-787-3990

First Name	Last Name	Address	City	State	Zip	Phone Number
Juan	Gutierrez	6518 San Mateo Street	Paramount	CA	90723	310-639-3828
Island Cleaning Systems, Inc		2047 Delphinium Drive	Perris	CA	92571	951-443-0200
Sergio	Jimenez	21665 Windstone Way	Perris	CA	92570	951-943-0471
Ramiro	Acevedo	9021 Beverly Road #20	Pico Rivera	CA	90660	562-417-0923
Silvia	Duran	4672 Plumosa #16	Placentia	CA	92886	714-561-5821
Maria	Espinoza	1240 N Hamilton Blvd	Pomona	CA	91768	626-250-4065
Paragon Janitorial		222 W McKinley Ave , #16	Pomona	CA	91768	909-629-8278
Magic Broom Cleaning, LLC		8493 Bowen Street	Rancho Cucamonga	CA	91730	909-949-3850
MTZ Cleaning Services LLC		311 W Chaparral Street	Rialto	CA	92376	909-562-4988
Ruth	Cruz	3900 Fir Tree Drive, #2P	Riverside	CA	92505	951-283-7566
Maria	Duran	9276 Ben Nevis Blvd	Riverside	CA	92509	909-357-0433
Marlene	Flores	7285 Idyllwild Lane	Riverside	CA	92503	951-902-3000

First Name	Last Name	Address	City	State	Zip	Phone Number
Azucenna	Tellez	4338 Ambs Drive	Riverside	CA	92505	951-351-4598
JJKM Cleaning Services, LLC		3133 Angelus Avenue	Rosemead	CA	91770	323-720-2626
Luis	Flores	2943 Westbourne	Rowland Heights	CA	91749	714-315-3124
Ruben	Cervantes	2350 Kern Street	San Bernardino	CA	92407	909-545-1293
Anaya's Janitor LLC		32001 Paseo Carolina	San Juan Capistrano	CA	92675	949-218-0141
Margarita	Ponce	32151 Via De Olivia	San Juan Capistrano	CA	92675	949-547-6509
Velazquez Janitorial, LLC		32105 Paseo Carolina	San Juan Capistrano	CA	92675	949-434-9659
Torres Family Investments, Inc		32151 Via De Olivia	San Juan Capistrano	CA	92675	949-280-6223
Martinez Maintenance Services, LLC		809 N Meyler Street	San Pedro	CA	90731	424-250-5100
Daniel	Diaz	2030 W 11th Street	Santa Ana	CA	92703	714-834-9411
Reberiano	Diaz	2030 W 11th Street	Santa Ana	CA	92703	714-955-1062
Alejandro	Duarte	313 N Jackson Street	Santa Ana	CA	92703	909-509-3026

First Name	Last Name	Address	City	State	Zip	Phone Number
Salvador	Jaimes	3700 S Plaza Drive, #K211	Santa Ana	CA	92704	714-474-7382
Josefina	Jimenez	1409 Ottawa Drive	Santa Ana	CA	92704	714-287-8419
Elizabeth's Cleaning Service, LLC		1224 W 6th Street	Santa Ana	CA	92703	714-454-3526
JB & Leon Corp		1636 E Edinger Avenue, Ste O	Santa Ana	CA	92705	714-547-2175
David	Reynoso	624 S Van Ness Avenue	Santa Ana	CA	92707	714-605-3416
Aiden Cleaning LLC		9770 Karmont Avenue	South Gate	CA	90280	213-550-6470
MaryAnn	Colanta	1642 W 209th Street, #C	Torrance	CA	90501	310-782-7595
Guillermo	Yescas	1794 Plaza Del Amo #4	Torrance	CA	90501	310-569-3275
Morales Cleaning Corporation		14643 Red Hill	Tustin	CA	92280	714-368-9701
Richard	Lewis	1906 Cumberland Drive	West Covina	CA	91792	626-964-8399
Clean Pro Building Services, Inc		15838 Silvergrove Drive	Whittier	CA	90604	562-946-4848
Debora	Lomeli	12004 Corley Drive	Whittier	CA	90604	562-556-7310

First Name	Last Name	Address	City	State	Zip	Phone Number
Franco's Cleaning Services LLC		1141 Broad Ave #4	Wilmington	CA	90744	310-518-4317
Mercedes Cleaning Service LLC		450 N Wilmington Blvd #A107	Wilmington	CA	90744	310-549-5539
Lorena	Huerta	809 W E Street	Wilmington	CA	90744	310-834-7530
Juan	Ruperto	1315 W R Street	Wilmington	CA	90744 -	310-518-2181

List Of Active Unit Franchisees Of Rr Franchising, Inc Dba Vanguard Cleaning Systems Of Northern California As Of December 31, 2016

First Name	Last Name	Address	City	State	Zip	Phone Number
Cecilia' House Cleaning		1833 Tioga Pass Way	Antioch	CA	94531	925-219-5538
Calderon Janitorial Services		4900 Canada Valley Road #135	Antioch	CA	94531	925-382-8881
Sigifredo	Delfin	3073 N Main Street, Apt 209	Antioch	CA	94509	925-864-0462
California Janitorial Cleaning, LLC		4900 Canada Valley Road #135	Antioch	CA	94531	925-695-5822
Odgerel	Richardson	5309 Woodside Way	Antioch	CA	94531	415-336-8016
Luis Delfin Janitorial Serv		206 Azores Court	Baypoint	CA	94565	925-876-3255
Bay Cities		2202 McKinley Avenue	Berkeley	CA	94703	510-388-0568
Pro Clean Commercial LLC		2033 Fitzgerald Way	Brentwood	CA	94513	
Jose's Cleaning Service		111 Highland Ave #B	Burlingame	CA	94010	650-393-9036
JB Services		18743 West Cavendish Drive	Castro Valley	CA	94552	
Shining Stars Cleaning Services LLC		2481 Grove Way #3	Castro Valley	CA	94546	510-677-3075
BGO Janitorial		1749 Oakmead Dr	Concord	CA	94520	
Salmex Janitorial		1755 Oakmead Drive	Concord	CA	94520	510-589-8215

First Name	Last Name	Address	City	State	Zip	Phone Number
Gor-Liz & Sons, LLC		1815 Gross Lane	Concord	CA	94519	925-876-2079
Carlos	Reinosa Jr	839 Niantic Avenue	Daly City	CA	94014	650-757-1920
Jose & Jose Janitorial S		420 Bellvue	Daly City	CA	94014	415-203-8405
Nicks Janitorial & Maintenance		PO Box 114	Daly City	CA	94016	415-368-4093
Lawtene	Keopuhiwa	311 88th Street #4	Daly City	CA	94015	415-696-3848
Raquel	Violanda	227 Belhaven Ave	Daly City	CA	94015	415-405-5420
Mateo's Cleaning, LLC		132 Alexander Avenue	Daly City	CA	94014	415-606-8885
Perfect Cleaning Services, LLC		601 Abbott Ave	Daly City	CA	94014	415-335-2327
Duboce Janitorial Services		417 A Street, Apt #317	Daly City	CA	94014	415-516-8490
Carl Carlson Janitorial Svcs		4260 Appian Way Apt G	El Sobrante	CA	94803	510-478-3846
Jaripeo Maintenance Services		1293 Kilcrease Circle	El Sobrante	CA	94803	
Emma	Lopez	4262 Hardwood Street	Fremont	CA	94538	510-789-6399

First Name	Last Name	Address	City	State	Zip	Phone Number
Fernandez Janitorial Service		29226 Eden Shores Dr	Hayward	CA	94545	510-305-7339
Coverall Thorough Cleaning		717 Ellen Avenue	Hayward	CA	94544	510-921-0629
Benjamin	Ezeb	25742 Underwood Drive	Hayward	CA	94544	510-258-3804
Savitri	Prakash	27819 Lanai Court	Hayward	CA	94544	510-303-0134
Philias Janitorial		323 Burke Drive	Hayward	CA	94544	510-301-6694
L & B Cleaning Service		736 Memorial Way #3	Hayward	CA	94541	510-258-7779
Sophia's Janitorial		27743 Miami Ave	Hayward	CA	94545	
El Valle Janitorial		656 Medford Ave	Hayward	CA	94541	510-786-8191
EZ Cleaning Service		PO Box 55224	Hayward	CA	94545	650-834-5048
Danny's Cleaning Systems		3198 Kelly Street	Hayward	CA	94541	650-215-3492
Janitorial Bright Spot		27289 Sleepy Hollow Ave #203	Hayward	CA	94545	510-305-0422
Vandhana Charan Janitorial Services		3275 Red Leaf Court	Hayward	CA	94542	510-305-2203
Arturo	Dimas	27394 Tyrrell Avenue	Hayward	CA	94544	

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Revelaes Janitorial		1965 Boca Raton St	Hayward	CA	94545	510-928-5236
Gutierrez Janitorial Service		27426 Mitchell Place	Hayward	CA	94544	510-340-1988
J&M Transporter Services LLC		26124 Gettysburg Avenue	Hayward	CA	94545	650-303-1573
Khatim Pro Green Cleaning Service, LLC		1323 Henderson Lane	Hayward	CA	94544	
Alex Janitorial Services		160 Manzanita Place	Hercules	CA	94547	510-219-0423
Bigornia Cleaning Service		346 Sparrow Drive	Hercules	CA	94547	510-725-1692
A1 Cleaning & Maintenance		28 Olive Street	Hollister	CA	95023	650-834-3086
Jose	Lemus	1018 Garden Street	Los Banos	CA	93635	650-346-1203
Cam	Pham	1571 Kennedy Drive	Milpitas	CA	95035	408-230-8450
Singh Cleaning		193 West Aventino Avenue	Mountain House	CA	95391	510-780-6857
Cabrera Cleaning System		660 Mariposa Ave #112	Mountain View	CA	94041	650-868-2550
Tonight		P O Box 1253	Newark	CA	94560	510-502-7147

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Falcon Cleaning & Janitorial Services, Inc		675 Hegenberger Road #240	Oakland	CA	94621	510-388-0610
H&N Cleaning Services LLC		472 Jones Ave	Oakland	CA	94603	510-978-2899
M&A Cleaning Services, LLC		10704 Prince Royal Ct	Oakland	CA	94603	510-798-7640
VRH Cleaning Services LLC		3424 66th Avenue	Oakland	CA	94605	510-435-8362
Green Team Cleaning Systems LLC		1006 62nd Street #A	Oakland	CA	94608	337-419-4575
Felix	Melgar	307 Magellan Drive	Pacifica	CA	94044	650-201-3019
Israel	Garcia	64 Gold Crest Court	Pittsburg	CA	94565	925-238-4472
MLB Cleaning Service		198 Pelican Loop	Pittsburg	CA	94565	925-435-3891
Alfoli Janitorial Services		336 Schooner Way	Pittsburg	CA	94565	- -
E & L Janitorial Services LLC		226 Case Drive	Pittsburg	CA	94565	925-451-3119
Quality Cleaning Service		Po Box 5635	Redwood City	CA	94063	650-465-3747
Elisa	Mendoza	3499 East Bayshore Rd #11	Redwood City	CA	94063	650-630-1716
Juan	Romero	950 Main Str #201	Redwood City	CA	94063	650-679-5664

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Towering & Beyond Janitorial		96 Laurel Street	Redwood City	CA	94063	650-315-6681
Faustino Galbis Janitorial		726 S 49th Street	Richmond	CA	94804	510-734-5288
Ferdinand	Bauzon	910 28th Street	Richmond	CA	94804	510-236-7179
Sigua Cleaning Services		1147 Queensland Dr	Richmond	CA	94806	415-987-8740
Lores Maintenance		601 Pennsylvania Avenue	Richmond	CA	94801	510-205-7596
V & I Janitorial		990 El Camino Real #1	San Bruno	CA	94066	650-892-7274
Virendra	Lal	990 El Camino Real #1	San Bruno	CA	94066	650-892-7274
RG Maintenance		649 6th Avenue	San Bruno	CA	94066	
Jose	Orellana	Po Box 40866	San Francisco	CA	94140	415-240-0331
CLA Commercial Cleaning SVC		463 Silver Avenue	San Francisco	CA	94112	415-819-1465
Ana Maria	Rodriguez	10 Castle Manor, #3	San Francisco	CA	94112	415-424-3806
Ernesto Gonzales Bldg Maint		4719 Mission St	San Francisco	CA	94112	415-871-9092
C & W Cleaning Service		566 19th Avenue	San Francisco	CA	94121	415-517-6092

First Name	Last Name	Address	City	State	Zip	Phone Number
Loftins Cleaning Services LLC		871 Jamestown Ave , Unit 202	San Francisco	CA	94124	
Leodegaria (Gary)	Salas	1783 Seaview Dr	San Jose	CA	95122	408-656-6007
Vanguard Cleaning		208 Whirlaway Drive	San Jose	CA	95111	408-505-8336
Cardoza Janitorial Service		663 Lanfair Drive	San Jose	CA	95136	408-569-2440
Happy	LaMonica	5205 Prospect Road #135-154	San Jose	CA	95129	408-687-6734
Cerqueda's Janitorial Service		379 Emerick Ave	San Jose	CA	95127	408-806-2720
Erazo's Janitorial Service		1998 North Capitol Avenue	San Jose	CA	95132	650-291-4378
Bi Big Best Janitorial Servic		1391 Cotterell Drive	San Jose	CA	95121	408-499-7386
Alma Urista Janitorial		1482 Palmwood Dr	San Jose	CA	95122	408-687-9240
Arturo	Pelayo	335 Mandolin Dr	San Jose	CA	95134	408-660-0250
Ever Clean Janitorial Service		3465 Jerilyn Drive	San Jose	CA	95127	408-561-4669
RDT Cleaning Service		176 Gramercy Place #2	San Jose	CA	95116	408-821-4544
Arturo Pedroza Cleaning		111 Sutter Street	San Jose	CA	95110	408-691-3198

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Best Cleaning Service R Us		4605 Eagle Lake Drive	San Jose	CA	95136	408-515-8503
A&J Janitorial Services, LLC		P O Box 56155	San Jose	CA	95156	408-625-9390
Quality Service Cleaning, LLC		1464 Midfield Ave	San Jose	CA	95122	408-775-3652
Velvet Janitorial Service		336 E William Street	San Jose	CA	95112	510-709-8006
All Purpose Building Maint		1271 Washington Avenue #298	San Leandro	CA	94577	510-717-6702
So Fresh & Clean		2600 San Leandro Blvd #910	San Leandro	CA	94577	510-472-3636
Top Notch Janitorial Services, LLC		14744 Washington Ave #322	San Leandro	CA	94577	510-940-6601
KD Cleaning Solutions LLC		15660 Cruiser Drive	San Leandro	CA	94579	510-846-1913
J & S Coverall Commercial		2215 S Norfolk Street	San Mateo	CA	94403	650-201-6314
Arroyo Janitorial		1791 Hamlet Street	San Mateo	CA	94403	650-346-6344
S & V Cleaning Services		113 A North Delaware St	San Mateo	CA	94401	650-218-0349
Rohani Singh Janitorial		952 S Norfolk St	San Mateo	CA	94401	650-458-1694

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Mac's Cleaning Service		1540 Monte Diablo	San Mateo	CA	94401	650-787-5135
Edith's House Cleaning Serv		2801 13th Street	San Pablo	CA	94806	415-308-9899
Francisco	Espinoza	817 Maple Avenue	South San Francisco	CA	94080	415-297-2651
Octavio	Ocon	1317 Hillside Blvd	South San Francisco	CA	94080	
Jose Salvador	Coto Jr	762 Camaritas Avenue	South San Francisco	CA	94080	425-306-6500
C R M Building Maintenance		852 Antoinette Lane #G	South San Francisco	CA	94080	650-219-4960
My Angels Merchandising & Ser		3771 Radburn Drive	South San Francisco	CA	94080	415-318-9431
Rodrigo	Loya	4153 Ews Woods Blvd	Stockton	CA	95206	209-814-2648
RRS Enterprises		5004 Pier Drive	Stockton	CA	95206	925-848-9235
Pedraza Cleaning		558 Fir Avenue	Sunnyvale	CA	94085	408-640-7357
Jose	Salazar	664 Johanna Avenue, # 2	Sunnyvale	CA	94086	408-891-3122
Handy Maid Services		1090 Reed Avenue #15	Sunnyvale	CA	94086	408-306-1316
Ray's Janitorial		879 Winnipeg Court	Tracy	CA	95304	209-740-7447

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Powerclean Janitorial		2617 Spencer Ct	Tracy	CA	95377	925-895-6186
Neha's Janitorial Service		120 Nabor Lane	Tracy	CA	95377	510-912-1546
Performance Cleaning		1886 Calaveras Ct	Tracy	CA	95377	925-518-8815
MAQ Group LLC		1829 Foothill Vista Drive	Tracy	CA	95377	650-834-0695
GJG Malwa Janitorial		3132 San Andreas Drive	Union City	CA	94587	510-676-4910
We Clean Janitorial Services		32449 Sea Side Dr	Union City	CA	94587	510-385-0973
Abelardo	Damasco	231 Coventry Way	Vallejo	CA	94591	707-853-5190

List Of Active Unit Franchisees Of Buddha Capital Corporation Dba Vanguard Cleaning Systems Of The Central Valley As Of December 31, 2016

Name	Address	City	State	Zip Code	Phone Number
Focsa, Val	3124 Key Largo Ct	Antelope	CA	9584 3	(916) 880-6232
Galindo, Nelson	PO Box 7581	Citrus Heights	CA	9562 1	(916) 203-2894
Xiloj Escalante, Silvia	6122 Mariposa Ave	Citrus Heights	CA	9561 0	(916) 334-7069
Ezequiel Ruiz-Ixtra	9451 Paradise Ave	Delhi	CA	9531 5	(209) 485-2306
M B J Cleaning Services Rosalinda Aguilar-Bucio	16419 Dogwood Court	Delhi	CA	9531 5	(209) 898-8885
MVP Janitorial, LLC Martin Vargas	16932 Myers Lane	Delhi	CA	9531 5	(650) 644-5501
Carpenter, J	5714 Owl Ct	Elk Grove	CA	9575 8	(415) 568-7818
Drozhzhin, Daniil	9484 Oak Village Way	Elk Grove	CA	9575 8	
Romero's Janitorial Cleaning Services LLC	9191 Elk Grove Blvd Apt 14	Elk Grove	CA	9562 4	(916) 585-6030
Untalan, Aris	10137 Jenny Lynn Way	Elk Grove	CA	9575 7	(916) 226-0189
Hernandez, Antonia	7666 El Verano Ave	Elverta	CA	9562 6	(916) 256-7345
Lydia's Cleaning Service Ignacio Parra	7108 Wheeler Street	Hughson	CA	9532 6	(408) 621-2106
Patricia Reyes, LLC Patricia Reyes	405 Orlando Lane	Lathrop	CA	9533 0	(209) 679-0799
Rajendran Naidu - Janitorial Rajendrum Naidu	17241 Canyon Gate Lane	Lathrop	CA	9533 0	(209) 914-3517
Strategic Consultant Group, LLC Jose Aguilar	1473 Harvest Ave	Livingston	CA	9533 4	(209) 356-5962
Angelica's Cleaning Services Maria Berber	1512 Alyssa Place	Manteca	CA	9533 6	(209) 417-1137

Name	Address	City	State	Zip Code	Phone Number
Elida Noches	801 E Atherton Drive #33	Manteca	CA	9533 7	(209) 480-7571
Guadalupe Hernandez	572 N Elm Ave	Manteca	CA	9533 6	(209) 923-1327
Home Maid Cleaning Kendra Raya	P O Box 4115	Manteca	CA	9533 7	(209) 481-2589
Ready for Clean Services Gloria Moreno	444 Golf Circle East	Manteca	CA	9533 7	(209) 825-8700
Rafaela Carballo	2680 Wisteria Ct	Merced	CA	9534 8	(209) 471-1137
G & H Services, LLC Gaile Waitlington	2601 Oakdale Rd	Modesto	CA	9535 5	(209) 581-1085
Luis M Aguilar Janitorial Luis Miguel Aguilar Bucio	3101 Carver Road	Modesto	CA	9535 0	(209) 872-7506
Priwan Janitorial Services Salesh Naidu	929 Beryl Way	Modesto	CA	9535 1	(209) 572-1348
Shine & Spotless Cleaning Services Juana Sanchez	2516 Latour Court	Modesto	CA	9535 5	(209) 409-7348
Sunshine Clean Janitorial Claudia Garcia	2516 Latour Court	Modesto	CA	9535 5	(209) 735-2405
Lomidze, Nugzari	5641 Georgia Dr	North Highlands	CA	9566 0	(916) 224-3318
Magurean, Victor	6552 Juneau Way	North Highlands	CA	9566 0	(916)880-0550
Socorro's Janitorial Socorro Cuellar	242 Durer Drive	Patterson	CA	9536 3	(209) 262-0807
Growney Services	3395 Ocelot Way	Rancho Cordova	CA	9567 0	(916) 743-5507
Iurco, Galina	2905 Grayson Way	Rancho Cordova	CA	9567 0	(916) 366-6350
Banuelos Janitorial Aurora Ramos	231 N Elm	Ripon	CA	9536 6	(209) 596-7799
KAH, LLC Jose De Jesus	623 Anna Drive	Ripon	CA	9536 6	(209) 923-0038

Name	Address	City	State	Zip Code	Phone Number
Caravarın, Erıc	416 Berkeley Ave	Roseville	CA	9567 8	(209) 517-2768
Dıaz Busıness LLC	1224 Palm Ave	Roseville	CA	9566 1	(209) 517-0039
Lım, Chrıs	866 Keely Dr	Roseville	CA	9567 8	(916) 960-7389
Amaya, Jaıme 101	8825 Marlın Seas Ct	Sacramen to	CA	9582 8	(916) 616-4017
Amaya, Jaıme 146	8825 Marlın Seas Ct	Sacramen to	CA	9582 8	(916) 616-6322
Best Choıce Cleanıng Solutıon, Inc	708 Naruth Way	Sacramen to	CA	9583 8	(916) 893-2178
Chavez, Jesse	2751 Rıver Plaza Dr , Apt 207	Sacramen to	CA	9583 3	(916) 927-2006
Frausto, Sandra	7264 17th St	Sacramen to	CA	9582 2	(916) 212-2611
Guzman, Jesus	7801 East Pkwy	Sacramen to	CA	9582 3	(916) 420-0619
Guzman, Peter	7732 Quınby Way	Sacramen to	CA	9582 3	(916) 412-2468
Kumar, Ronesh	3211 Mıke Waldron Dr	Sacramen to	CA	9583 5	(916) 317-7305
Lee, Serına	7363 Nelmark St	Sacramen to	CA	9582 2	(916) 524-7642
Lopez, Judıth	4913 Strasbourg Way	Sacramen to	CA	9584 2	(916) 437-9289
Matvıyenko, Irına	1109 Bell Ave Unıt B	Sacramen to	CA	9583 8	(916) 803-1036
Navarrete, Jose	5050 Connecticut Dr	Sacramen to	CA	9584 1	(916) 833-0122
Ortega, Jesus	1146 Azusa St	Sacramen to	CA	9583 3	(916) 248-2028
Pontıflet's Cleanıng Servıce, LLC Rodney Pontıflet	9000 Talısman Drıve	Sacramen to	CA	9582 6	(916) 661-6641

Name	Address	City	State	Zip Code	Phone Number
Prakash Cleaning Service LLC	274 Redondo Ave	Sacramento	CA	95815	(916) 730-8462
Ram's Janitorial Service	8120 Power Inn Rd #122	Sacramento	CA	95828	(916) 912-0637
Reyes Cleaning	5904 30th St	Sacramento	CA	95824	(916) 882-9076
Sharma, Anita	6660 Rancho Adobe Dr	Sacramento	CA	95828	(916) 698-1289
Sharma, Ritesh	3941 Arderly Ct	Sacramento	CA	95826	(650) 296-3343
Villalobos, Jose	5540 Bamford Dr	Sacramento	CA	95823	(916) 821-9668
YG Cleaners, LLC	9966 Redstone Drive	Sacramento	CA	95827	(916) 717-4708
Vongphachanh, Souraphone	232 Ford St	Sacramento	CA	95838	(916) 200-6261
California Maintenance Authority, LLC Matt Rivera	4425 San Marino Dr	Salida	CA	95368	(209) 284-8165
A & M Cleaning Services, LLC Evelyn Morales	4052 Oak Valley Way	Stockton	CA	95205	(209) 482-8656
Armando's Professional Janitorial Service Armando Angeles	420 E Bianchi Rd	Stockton	CA	95207	(209) 271-9248
Boyzon Janitorial Services, LLC Herbert Atmosfera	5844 Fred Russo Drive	Stockton	CA	95212	(209) 624-6120
Central Valley Cleaning Authority, LLC Jesse Garcia	2516 Summerfield Dr	Stockton	CA	95209	(209) 898-1561
J&C Cleaning Service Carla Agbayani	2461 Dry Creek Lane	Stockton	CA	95206	(209) 507-2818
Ken's Cleaning Services, LLC Kanyara That	5118 Arthur Court	Stockton	CA	95212	(209) 817-1160

Name	Address	City	State	Zip Code	Phone Number
Khanz Cleaning, LLC Zurine Khan	10043 Tizano Drive	Stockton	CA	9521 2	(209) 423-2361
Mercado Team Enterprises, LLC Abraham Mercado	1624 E 13th Street	Stockton	CA	9520 6	(209) 507-9390
P V Commercial Services Patrick Martinez	4822 Kimball Hill Circle	Stockton	CA	9521 0	(209) 401-0595
P V S Cleaning Pranit Singh	2643 Jeremy Court	Stockton	CA	9521 2	(209) 373-7557
Rayya & Raina's Janitorial Fazillat Khan	4254 Turbigo Court	Stockton	CA	9520 6	(209) 938-8815
Shab's Cleaning Services, LLC Shabeen Khan	1409 Chaparral Way	Stockton	CA	9520 9	(209) 983-8678
Morvilla'S Janitorial Services, LLC Glenn Villamor	2550 Knollwood Lane	Stockton	CA	9520 6	(209) 915-9072
Quality & Affordable Cleaning Services, LLC Gina Sewak	2625 S Monroe Street	Stockton	CA	9520 6	(209) 423-3505
T & N Janitorial Services Nepthali Pacheco	1023 Burns Way	Stockton	CA	9520 9	(209) 938-8956
California Janitor Services LLC Andres E Chavez	1921 Kavana Ave	Tracy	CA	9537 6	(925) 383-4060
P B & E Cleaning, LLC Bob Goodwin	1335 Lankershire Court	Tracy	CA	9537 6	(310) 433-5744
Saiyad Akhtar	1508 Michael Drive	Tracy	CA	9537 7	(209) 597-0264
Victor Salvador	435 W Clover Road	Tracy	CA	9537 6	(209) 623-7696
Ana's Janitorial Service, LLC	PO Box 1379	Turlock	CA	9538 1	(209) 410-8951
J & S Janitorial Jesus Villa	1300 S Tenger Road	Turlock	CA	9538 0	(209) 380-8774

Name	Address	City	State	Zip Code	Phone Number
Nick Cardona	1121 Amberwood Lane	Turlock	CA	95380	(209) 535-5574
Segura's Janitorial Service Ma Isabel Bravo	1412 S First Street #26A	Turlock	CA	95380	(209) 535-5574
T & R, LLC Amy Tamayo	405 Little Street	Turlock	CA	95380	(209) 622-8596
Yaski, LLC Griselda Aguilar	7718 Paige Ct	Winton	CA	95388	(209) 948-1621

EXHIBIT F

TO THE DISCLOSURE DOCUMENT

LIST OF FORMER UNIT FRANCHISEES OF VANGUARD CLEANING SYSTEMS OF THE SOUTHERN VALLEY LEAVING THE VANGUARD SYSTEM IN THE YEAR ENDED DECEMBER 31, 2016

NONE.

EXHIBIT G

TO THE DISCLOSURE DOCUMENT

STATE REGULATORS AND

AGENTS FOR SERVICE OF PROCESS

STATE REGULATORS

California·	Department of Business Oversight One Sansome Street, Suite 600 San Francisco, CA 94104 320 West 4th Street Los Angeles, CA 90013 1515 K Street Sacramento, CA 95814
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division P O Box 40 Honolulu, HI 96810
Illinois:	Office of the Attorney General 500 South Second Street Springfield, IL 62706
Indiana:	Indiana Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204
Maryland.	Office of the Attorney General Division of Securities 200 Saint Paul Place Baltimore, MD 21202-2020
Michigan:	Consumer Protection Division Franchise Section Michigan Attorney General's Office 525 W Ottawa Street G Mennen Williams Building, 1st Floor Lansing, MI 48913
Minnesota:	Minnesota Department of Commerce 85 7th Place East, Suite 500 St Paul, MN 55101-2198
New York.	Office of the New York Attorney General Investor Protection Bureau Franchise Section 120 Broadway, 23rd Floor New York, NY 10271-0332 (212) 416-8236 (phone) (212) 416-6042 (fax)

North Dakota:	Office of Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, ND 58505
Rhode Island.	Division of Securities Department of Business Regulation 1511 Pontiac Avenue John O Pastore Complex 69-1 Cranston, RI 02920-4407
South Dakota:	Department of Labor and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, SD 57501
Virginia·	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219
Washington.	Department of Financial Institutions Securities Division P O Box 9033 Olympia, WA 98507-9033
Wisconsin.	State of Wisconsin Office of the Commissioner of Securities 201 West Washington Avenue Madison, WI 53703

AGENTS FOR SERVICE OF PROCESS

California.	California Commissioner of Business Oversight Department of Business Oversight One Sansome Street, Suite 600 San Francisco, CA 94104
Hawaii.	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois.	Illinois Attorney General 500 South Second Street Springfield, IL 62706
Indiana.	Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
Maryland·	Securities Commissioner 200 Saint Paul Place Baltimore, MD 21202-2020
Michigan:	Department of Attorney General's Office Consumer Protection Division G Mennen Williams Building 525 W Ottawa Street Lansing, MI 48913
Minnesota	Commissioner of Commerce 85 7th Place E , Suite 500 St Paul, MN 55101
New York.	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
North Dakota:	Commissioner of Securities 600 East Blvd , 5th Floor Bismarck, ND 58505

Rhode Island:	Director of Business Regulation Division of Securities 1511 Pontiac Avenue John O Pastore Complex 69-1 Cranston, RI 02920-4407
South Dakota·	Director Securities Division 124 S Euclid, Suite 104 Pierre, SD 57501
Virginia:	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Director Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501
Wisconsin.	Administrator Department of Financial Institutions Division of Securities 201 West Washington Avenue Madison, WI 53703

EXHIBIT H

TO THE DISCLOSURE DOCUMENT

RENEWAL ADDENDUM TO THE FRANCHISE AGREEMENT

EXHIBIT H

Renewal Addendum To Franchise Agreement

(Current Form Of Addendum; Subject To Change By Franchisor)

THIS Renewal Addendum (the "Addendum") is made and entered into on the _____ day of _____, 20__ (the "Effective Date") by and between Prestige Worldwide Inc dba Vanguard Cleaning of the Southern Valley ("Franchisor") and _____ [an individual] [individuals] [a corporation] [a partnership] [a limited liability company] with a principal place of business located at _____ (hereinafter collectively called "Franchisee")

WHEREAS, Franchisor and Franchisee have entered into the Franchise Agreement for a renewal franchise term (the "Franchise Agreement") to replace the immediately preceding franchise agreement, which has expired (the "Expiring Agreement"), for Franchisee's continued operation of a Vanguard Cleaning Systems® franchised business

WHEREAS, capitalized terms in this Addendum have the same meanings as are given under the Franchise Agreement, unless otherwise provided in this Addendum

NOW, THEREFORE, for and in consideration of the full performance of each of the promises, terms and conditions of this Addendum and the General Release of Claims by Franchisee granted as of the Effective Date, the parties agree as follows

1 CHANGES TO FRANCHISE AGREEMENT

(a) Obligations Fulfilled Franchisee and Franchisor have entered into the Franchise Agreement for a renewal franchise term and, therefore, acknowledge and agree that

(i) Franchisee has met the pre-operating commitments described in Section 2 of the Agreement and Franchisee is operating a VCS Business as of the Effective Date if this Agreement,

(ii) Franchisee is not required to attend and Franchisor is not required to offer Franchisee an opportunity to participate in the VCS Business System Program, as described in Section 3 A 1 of the Franchise Agreement,

(iii) Franchisee shall not select any VCS Business Plan described on Exhibit A of this Agreement or pay an initial franchise fee Franchisee previously paid an initial franchise fee and the Business Plan Referral Fees associated with any Business Plan Franchisee previously may have selected also have been paid to Franchisor Franchisor met any obligation regarding Business Plan Account offers it may have had under Exhibit A of the Expiring Franchise Agreement, and

(iv) The Manuals referenced in Section 6 B of the Franchise Agreement were loaned by Franchisor to Franchisee under the Expiring Franchise Agreement and the loan will continue pursuant to the terms of the Franchise Agreement

(b) Franchisee as a Business Entity If Franchisee has not already done so as of the Effective Date of this Addendum, Franchisee must form a Business Entity to operate the VCS Business as required by Section 2 B iii) of the Franchise Agreement and maintain at least one employee, unless Franchisor consents otherwise in writing Franchisor has an unrestricted right to grant or deny such a consent, as it deems appropriate and on a case by case basis

2 ADDITIONAL BUSINESS AND REFUNDS

(a) Additional Business Commitments Franchisor and Franchisee acknowledge and agree that Franchisee is not due any Additional Business Accounts as of the Effective Date, except as provided under any effective Additional Account Business Marketing Fee Agreement Any Additional Account Business Marketing Fee Agreement in effect between the Franchisor and Franchisee as of the Effective Date is attached to this Addendum as Exhibit 1 Franchisor and Franchisee agree that for purposes of any agreement attached as Exhibit 1, the term, "Franchise Agreement," shall refer to the "Franchise Agreement" referenced in the second paragraph of this Addendum

(b) Refunds Franchisor and Franchisee acknowledge and agree that no refunds are due Franchisee under the Expiring Agreement, the Franchise Agreement, or otherwise, except as may be or may become due under any Additional Account Business Marketing Fee Agreement attached as Exhibit 1

(c) No Obligation to Offer/Accept a Transfer of an Additional Business Account Franchisor and Franchisee further agree that throughout the term of this new Franchise Agreement Franchisee has no obligation to request or accept, and Franchisor has no obligation to offer, any Additional Business Account Transfers beyond any such commitments included in any Exhibit 1 agreements

3 TERM AND FRANCHISE EXPIRATION

(a) Term The Franchise Agreement and this Addendum are binding from the Effective Date for the renewal term of ___ (___) years, unless earlier terminated in accordance with the Franchise Agreement [Include as applicable *Franchisee has no right to renew the Franchise Agreement at the expiration of the term of this Franchise Agreement and agrees that any renewal rights under the Expiring Franchise Agreement are satisfied with this renewal franchise term Franchisee acknowledges and agrees that Franchisor has made no promise or representation as to any renewal or further extension of this franchise at the expiration of its term and Franchisee has no expectation of any such renewal]*

4 PROMISSORY NOTES AND GUARANTEES

(a) Continuing Obligations Franchisee and Franchisor have identified on Exhibit 2 any promissory notes payable by Franchisee to Franchisor as of the Effective Date Franchisee and each undersigned Guarantor hereby ratifies and affirms the terms and obligations provided in such promissory notes and acknowledges that any personal guaranty provided in connection with the Expiring Franchise Agreement is continuing and remains in full force and effect and the obligations under and terms of such personal guaranty shall apply to this Agreement in the same manner and to the same extent that they applied to the Expiring

Agreement Franchisee and Guarantors will sign an additional personal guaranty in connection with the Franchise Agreement if so requested by Franchisor

5 FRANCHISEE REPRESENTATIONS

(a) Franchise Ownership Franchisee warrants and represents that the following individuals own 100% of all interests in Franchisee's Vanguard Cleaning Systems franchise and the franchised business and in Franchisee

Print Name	Ownership Percentage
Print Name	Ownership Percentage
Print Name	Ownership Percentage

(Must total 100%)

(b) **Disclosure Documents** Franchisee warrants and represents that Franchisee has received, read and understood 1) a copy of Franchisor's Franchise Disclosure Document with all exhibits at least fourteen (14) calendar days before signing any binding agreement or paying any money (whichever happened first), and 2) a copy of this Addendum, the Franchise Agreement and all other agreements complete and in form ready to sign at least seven (7) calendar days before signing any binding documents

6 GENERAL RELEASE OF CLAIMS

(a) Franchisee Release of Claims In compliance with the renewal conditions required to be met by Franchisee under the Expiring Franchise Agreement, Franchisee and each Franchisee Owner will sign a general release of claims in form satisfactory to Franchisor at or before the execution of the Franchise Agreement and any applicable Addendum

7 EXTENSION OF EXPIRING FRANCHISE AGREEMENT

(a) Renewal Delays If the Expiring Franchise Agreement had already expired before the Effective Date of this Addendum, Franchisor and Franchisee hereby confirm that they extended and have been prior to the Effective Date operating under the terms of the Expiring Franchise Agreement and that the Expiring Franchise Agreement has been in full force and effect and governing their relationship up to the Effective Date, notwithstanding any delay in entering into a renewal term under this Franchise Agreement

8 ADDENDUM GOVERNS

(a) Effect of Addendum Except as expressly amended by this Addendum, the terms of the Franchise Agreement remain in full force and effect In the event of any conflict

with or inconsistency between the provisions of the Franchise Agreement and the provisions of this Addendum, the provisions of this Addendum shall control

9 ENTIRE UNDERSTANDING

(a) Complete Agreement This Addendum and the Franchise Agreement (and all exhibits and addenda thereto) comprise the entire agreement between Franchisee and Franchisor with respect to the renewal of the Franchisee's Vanguard Cleaning Systems franchise All contemporaneous and prior discussions, negotiations and representations concerning this matter are superseded by this Addendum and the Franchise Agreement, provided, that nothing in this or any related agreement is intended to disclaim the representations made by Franchisor in the Franchise Disclosure Document that was furnished to Franchisee by Franchisor

Agreed and accepted by the undersigned This Agreement is not effective until signed by an authorized representative of Franchisor

FRANCHISOR.

_____ _____

Signature Title

By _____

Print Name _____

FRANCHISEE (Corp or LLC)

_____

(Legal Name of Franchisee Entity), a Corporation or LLC

_____

Signature

By _____

Print Name _____

GUARANTOR(S)	PERCENTAGE OF OWNERSHIP OF FRANCHISEE
_____	_____%
Signature	
By _____	
Print Name _____	
_____	_____%
Signature	
By _____	
Print Name _____	

EXHIBIT 1

ADDITIONAL ACCOUNT BUSINESS MARKETING FEE AGREEMENTS

(ATTACHED, IF ANY)

EXHIBIT 2

APPLICABLE PROMISSORY NOTES

(AS OF THE EFFECTIVE DATE, IF ANY)

Note 1

Date _____

Balance as of the Effective Date of Addendum _____

Monthly Installment Payment _____

Note 2

Date _____

Balance as of the Effective Date of Addendum _____

Monthly Installment Payment _____

EXHIBIT I

TO THE DISCLOSURE DOCUMENT

GENERAL RELEASE AGREEMENT

(SUBJECT TO CHANGE BY FRANCHISOR)

EXHIBIT I

FRANCHISEE RELEASE OF CLAIMS

INCLUDE FOR RENEWING FRANCHISEES:

In consideration of the Franchise Agreement (the "Franchise Agreement") granted to _____ ("Franchisee") by Prestige Worldwide Inc. dba Vanguard Cleaning Systems of the Southern Valley ("Franchisor") for a renewal term in connection with Franchisee's Vanguard Cleaning Systems® franchised business, and as required under the franchise agreement governing the expiring franchise term (the "Expiring Franchise Agreement"), Franchisee and each undersigned Franchisee Owner makes the following general release of claims in favor of Franchisor and the related parties identified below as of _____201__ (the Effective Date):

INCLUDE FOR FRANCHISE TRANSFERS.

In consideration of the consent from Prestige Worldwide Inc. dba Vanguard Cleaning Systems of the Southern Valley ("Franchisor") to _____ ("Franchisee") in connection with the transfer of Franchisee's Vanguard Cleaning Systems Franchise and as required under the franchise agreement between Franchisee and Franchisor (the "Franchise Agreement"), Franchisee and each undersigned Franchisee Owner makes the following general release of claims in favor of Franchisor and the related parties identified below as of _____201__ (the Effective Date)

INCLUDE FOR FRANCHISE TRANSFERS AND RENEWALS

General Release Of Claims by Franchisee·

FRANCHISEE and each Franchisee Owner for himself and, as applicable, his partners, successors, guarantors, assigns, affiliates, spouse, domestic partner, family members, heirs executors, administrators and personal representatives and anyone claiming through or under them (collectively the "FRANCHISEE Parties"), hereby releases, acquits and forever discharges Vanguard Cleaning Systems, Inc and FRANCHISOR and each of their respective predecessors, successors, assigns, partners, parent company, subsidiaries, affiliates, officers, directors, stockholders, members, employees, attorneys, accountants, agents and other representatives (collectively the "FRANCHISOR Parties") of and from any and all claims, demands, debts, obligations, damages, causes of action and claims for relief of any nature whatsoever, whether known or unknown, fixed or contingent, which the FRANCHISEE Parties or any of them have against any or all of the FRANCHISOR Parties by reason of any matter, event or cause whatsoever occurring or arising at any time before, through and including the Effective Date of this Release, including, but not limited to, any claims arising under or relating to the Franchise Agreement, to the fullest extent permitted by law, provided, that no provision of this release obligates any FRANCHISEE Parties to waive compliance with any provision of the California

Franchise Relations Act pertaining to franchise renewals or of the California Franchise Investment Law in connection with the offer and/or sale of this franchise, if applicable

Waiver of Civil Code Section 1542

FRANCHISEE and each Franchisee Owner for himself and the FRANCHISEE Parties hereby expressly waives any rights or benefits available under the provisions of Section 1542 of the California Civil Code or any similar law of any state that provides for the survival of claims notwithstanding a general release Civil Code Section 1542 provides as follows

> **A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

FRANCHISEE and each Franchisee Owner understands this statutory language and, notwithstanding this or any similar statute of any state, freely elects to specifically waive these statutory rights and make this general release of all claims whether known or unknown against FRANCHISOR

FRANCHISEE and each Franchisee Owner understands that if the facts relied upon in making this release are discovered hereafter to be other than or different from the facts now believed to be true, or if additional facts are discovered, FRANCHISEE and each Franchisee Owner expressly accepts this risk of such possible different or additional facts and agrees that this release and waiver shall remain effective, notwithstanding any such discoveries FRANCHISEE and each Franchisee Owner is not deciding to make this release predicated on any factual representations of any others regarding the nature of the claims released or any other matters

Representations by Franchisee/Franchisee Owner·

Franchisee/each Franchisee Owner represents, warrants, agrees and acknowledges that,

i) Franchisee/Franchisee Owner has had ample opportunity to consult with legal counsel in making the above release and has read and fully understands the terms of this release and voluntarily and freely signs this release,
ii) the validity of this release is a condition to and essential consideration for the [renewal] [transfer] of Franchisee's Franchise, and
iii) Franchisee currently owns the franchise and the franchised business and all of the claims released hereby and has not assigned any interest in the franchise, any franchise agreement, the franchised business, the ownership of Franchisee (if applicable) or any of such claims

CAUTION. THIS AGREEMENT CONTAINS A FULL AND FINAL RELEASE OF CLAIMS. PLEASE READ CAREFULLY BEFORE SIGNING.

FRANCHISEE (Corp or LLC)

_____
(Legal Name of Franchisee Entity)

a_____ _____
Jurisdiction of Formation Corporation or LLC

By _____ _____
Signature Title

_____
Print Name

FRANCHISEE OWNER(S)	**PERCENTAGE OF OWNERSHIP OF FRANCHISEE**
_____ Signature	_____%
_____ Printed Name	
_____ Signature	_____%
_____ Printed Name	

EXHIBIT J
TO THE DISCLOSURE DOCUMENT
ADDITIONAL ACCOUNT BUSINESS MARKETING FEE AGREEMENT
(Subject to Change by Franchisor)

ADDITIONAL ACCOUNT BUSINESS

MARKETING FEE AGREEMENT

THIS ADDITIONAL ACCOUNT BUSINESS MARKETING FEE AGREEMENT (the "Agreement") is made on _____, 20__, (the "Effective Date") by and between Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley (the "Franchisor") and _____ (the "Franchisee")

A Franchisor and Franchisee are parties to a franchise agreement (the "Franchise Agreement") that authorizes Franchisee to operate an independent commercial janitorial business (a "VCS Business") under the Vanguard Cleaning Systems® marks (the "Marks") and using the Vanguard Cleaning Systems business system (the "System")

B Under the Franchise Agreement, Franchisee can, but is not required to, request a Transfer from Franchisor of account business representing services billings which are additional to those offered by Franchisor under any Business Plan that Franchisee may have selected upon signing Exhibit A of the Franchise Agreement ("Additional Account Business") Franchisor can, but is not required to, offer to Transfer Additional Account Business to Franchisee for a fee (the "Marketing Fee") as consideration for Franchisor's business development efforts and resources expended in obtaining additional commercial cleaning account (an "Account") business

C Franchisee wants to assume responsibility for, and Franchisor wants to Transfer, Additional Account Business subject to the applicable terms of the Franchise Agreement, this Agreement and any Promissory Note attached to this Agreement and signed by Franchisee

Franchisee and Franchisor agree as follows

1 Franchisee will pay to Franchisor a Marketing Fee for Additional Account Business equal to an amount that is (____) times the first full month's gross services billing for each Additional Account Transfer made to Franchisee The actual amount of the Marketing Fee varies depending upon the number and value of Additional Accounts' Transfers that Franchisee requests The amount of Additional Account Business that Franchisee has asked Franchisor to Transfer to Franchisee, the Marketing Fee for such Additional Account Business and the payment terms for the Marketing Fee are described below

2 Franchisor will Transfer to Franchisee within 120 days of the Effective Date of this Agreement Additional Account Business representing $_____in gross services billings per month, subject to the terms of the Franchise Agreement Franchisee shall have an opportunity to evaluate each offered Account and the related Account Cleaning Services Agreement requirements before making any decision about accepting or rejecting the offered Account

3 The terms of the Franchise Agreement apply to the Additional Account Business offered under this Agreement in the same manner and to the same extent as they applied to any Business Plan Accounts offered to Franchisee under the plan Franchisee may have chosen in signing Exhibit A of the Franchise Agreement

4 Franchisee will deliver to Franchisor $_____(USD) in cash
along with a signed copy of this Agreement,
OR
on _____20__

5 A Promissory Note signed by Franchisee is NOT attached to this Agreement _____,
OR
A Promissory Note signed by Franchisee is attached to this Agreement as Exhibit A Franchisee agrees to pay $_____(USD) in _____ equal monthly installments of $_____ each, which includes interest on the unpaid balance of _____% per annum, beginning on _____, subject to the terms of the attached Promissory Note

6 A If any Additional Account Business is cancelled by the customer in the twelve (12) months following the Transfer to Franchisee for reasons other than those specified in Section 6 B , below, Franchisor shall diligently try to replace such Additional Account Business within ninety (90) days of the cancellation, as described in Exhibit A of the Franchise Agreement

B Franchisor shall have no obligation to replace any Additional Account Business or make any refund if

i) a Transferred Account Cleaning Services Agreement is canceled anytime after twelve (12) months from the date that Franchisee accepts an Additional Account Business Transfer, or

ii) at any time a customer terminates the Account Cleaning Services Agreement because of concerns regarding Franchisee's (or Franchisee's agents'/employees') integrity and/or character, service quality, or a claimed failure to meet Account Cleaning Services Agreement requirements, or

iii) a customer requests a Transfer to an alternative VCS Business at any time because of concerns regarding Franchisee's (or Franchisee's agents'/employees') integrity and/or character, service quality, or a claimed failure to meet Account Cleaning Services Agreement requirements, or

iv) Franchisee is required to discontinue servicing the Account due to an Account reversion to Franchisor, as provided in Section 19 B of the Franchise Agreement, or

v) Franchisee chooses to discontinue providing the services outlined in the applicable Account Cleaning Services Agreement, or

vi) the Franchise Agreement is terminated as a result of a Franchisee default

The service billings of the lost Additional Account Business shall continue to be counted towards Franchisor's satisfaction of its Additional Account Business obligations to Franchisee under this Agreement and any Promissory Notes and/or Marketing Fees remain due and payable to Franchisor, regardless of the Additional Account Business loss, unless Franchisor elects otherwise in its discretion

7 Franchisee hereby authorizes Franchisor to perform, and acknowledges and agrees that Franchisor has the exclusive right to perform, the Business Support Services for all Additional Account Business and to deduct from the amounts collected from the Additional Account Business Accounts all amounts then due from Franchisee to Franchisor, including Promissory Note payments, Marketing Fees and other Deductions, as provided in Section 5 B of the Franchise Agreement

8 Franchisee acknowledges and accepts

that it is Franchisee's sole responsibility to evaluate the Additional Account Business Account Cleaning Services Agreement requirements and to ensure that Franchisee's VCS Business has the financial and operational capability and resources to meet the Account requirements, equipment/supply needs and System standards,

_____
(Franchisee Initials)

that Franchisee has no assurance that Transferred Additional Account Business under each applicable Account Cleaning Services Agreement will continue to be required by the Account and Franchisor offers no such assurance, and

_____
(Franchisee Initials)

that the terms and conditions of the Franchise Agreement apply to the Additional Account Business billings and the contract obligations accepted by Franchisee with each Transfer, as though the Additional Account Business is part of an original Business Plan selected under Exhibit A of the Franchise Agreement Service quality, Business Support Services, insurance, royalty and other Franchisor compensation requirements, non-solicitation, Account refund and replacement and reversion terms, dispute resolution and arbitration and the other terms of the Franchise Agreement also apply to this Agreement and any Additional Account Business offered to Franchisee under this Agreement

_____
(Franchisee Initials)

9 Capitalized terms have the same meanings as they have under the Franchise Agreement, unless otherwise defined in this Agreement

10 All current and future Franchisee Owners must personally guarantee Franchisee's performance under this Agreement and any Promissory Notes by executing a guaranty in the form of Exhibit B attached to this Agreement

11 In signing this Agreement, Franchisee hereby accepts the Additional Account Business under the terms and conditions of this Agreement, the Franchise Agreement and of each exhibit signed in connection with each such agreement

Agreed and accepted by the undersigned This Agreement is not effective until signed by an authorized representative of Franchisor

FRANCHISOR: Prestige Worldwide Inc , dba Vanguard Cleaning Systems of the Southern Valley

By _____

Print Name _____ Title _____

FRANCHISEE (Corp. or LLC)

_____
(Legal Name of Franchisee Entity)

a _____ _____
Jurisdiction of Formation Corporation or LLC

By _____
Signature

Print Name _____ Title _____

EXHIBIT A

PROMISSORY NOTE

$_____ Date _____

FOR VALUE RECEIVED, the undersigned _____ ("Maker") hereby promises to pay to the order of Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley, ("PAYEE") a California Corporation at its office at 5301 Office Park Drive Ste 220, Bakersfield, CA 93309 or at such other place or to such other party or parties as a holder of this Note may from time to time designate, in lawful money of the United States, the principal sum of _____ Dollars ($_____), with interest thereon from the date hereof at the rate of _____ percent per annum on the unpaid balance of said principal sum until paid and to pay said principal sum and interest in installments of _____ Dollars ($_____) on the _____ day of each and every month beginning on _____, 20__, and ending on _____, 20__

It is agreed that each installment, when paid, shall be credited first on interest then due and the remainder on principal, and interest shall cease upon the principal then credited Should the interest not be so paid, it shall, at the sole option of the holder of this note, become a part of the principal and thereafter bear like interest as the principal

The acceptance by PAYEE of any amount after any default hereunder shall not operate to extend the time of payment for any amount(s) then remaining unpaid hereunder or be considered a waiver of any of the other rights of PAYEE hereunder

This note and all other obligations, direct or contingent, of any such Maker or endorser hereof to PAYEE, shall become due and payable immediately at the option of the holder of this Note, without demand or notice upon the happening of any of the following events

The failure to pay when due any installment of the principal and interest of this Note,

The failure to timely or properly keep or perform any of the recitals, covenants, conditions, representations, warranties, obligations or guarantees contained in any agreement between the Maker and PAYEE,

The levy of any attachment, execution, or any other process against all or any part of the Maker's assets,

The failure to pay, withhold, collect or remit any tax or tax deficiency when assessed or due,

The suspension of Maker's business, or the making of a general assignment for the benefit of creditors, or the commencement of proceedings for dissolution or liquidation, or the commencement of proceedings for Maker under

any state or federal bankruptcy or insolvency statute, or the adjudication of Maker as a bankrupt or insolvent, or the application for or the involuntary appointment of a receiver

If legal counsel is employed by the holder of the Note to enforce any of its terms, Maker shall pay reasonable costs and attorneys' fees incurred in connection therewith, and such amount shall be secured hereby

The Undersigned shall all be deemed Makers and will jointly, severally, and individually be liable as Makers

This Note is to be construed in accordance with the laws of the State of California, venue and jurisdiction is expressly declared to be in the County of Kern

Signature of Maker	Signature of Maker
(PLEASE PRINT NAME)	(PLEASE PRINT NAME)
Signature of Maker	Signature of Maker
(PLEASE PRINT NAME)	(PLEASE PRINT NAME)

EXHIBIT B

FORM OF PERSONAL GUARANTY
OWNER'S GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution by Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley ("FRANCHISOR") of that certain Additional Account Business Marketing Fee Agreement (the "Agreement") dated _____ between FRANCHISOR and _____
("FRANCHISEE") each of the undersigned parties including

_____
_____("Guarantors")
hereby personally and unconditionally (1) guarantees to FRANCHISOR and its successors and assigns, for the term of the Agreement and for the term of any successor franchise agreement and thereafter as provided in the Agreement, and agrees to punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement, and (2) agrees to be personally bound by, and personally liable for the breach of, each and every term, condition, covenant and provision in the Agreement Each Guarantor expressly represents and acknowledges that he or she has read the Agreement and has had the opportunity to review the same, and this Guaranty, with counsel

Each Guarantor hereby expressly waives

(1) acceptance and notice of acceptance by FRANCHISOR, of the foregoing undertakings,

(2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed,

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

(4) any right he or she may have to require that an action be brought against FRANCHISEE, Guarantor or any other person as a condition of liability,

(5) any requirement that FRANCHISOR proceed against or exhaust its remedies with respect to FRANCHISEE or any other person before demanding payment or performance by Guarantor, and

(6) any and all other notices and legal or equitable defenses to which he or she may be entitled

Each Guarantor consents and agrees that

(1) his or her direct and immediate liability under this guaranty will be joint and several,

(2) he or she will render any payment or performance required under the Agreement and all exhibits thereto, regardless of the date of their execution, upon demand if FRANCHISEE fails or refuses to do so punctually,

(3) such liability will not be contingent or conditioned upon pursuit by FRANCHISOR of any remedies against FRANCHISEE or any other person,

(4) such liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which FRANCHISOR may, from time to time,

grant to FRANCHISEE or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this guaranty, which will be irrevocable during the term of the Agreement and shall be continuing and irrevocable for so long as any performance is or might be owed under the Agreement by FRANCHISEE or FRANCHISEE owner(s) and for so long as Franchisor has any cause of action against FRANCHISEE or FRANCHISEE owner(s), and

(5) the liability and obligations under this Guaranty and Assumption will not be diminished, relieved or otherwise affected by any modification by FRANCHISEE and FRANCHISOR of the terms or conditions of the Agreement and any exhibits thereto and shall be continuing and irrevocable with respect to such Agreement and any related exhibits, whenever executed, for so long as any performance is or might be owed under the Agreement by FRANCHISEE or FRANCHISEE owner(s) and for so long as FRANCHISOR has any cause of action against FRANCHISEE or FRANCHISEE owner(s)

IN WITNESS WHEREOF, each of the undersigned has executed this document on the date stated below

DATE OF GUARANTEE _____

GUARANTOR(S)	PERCENTAGE OF OWNERSHIP OF FRANCHISEE
_____	_____%
Signature	
_____	
Print Name	
_____	_____%
Signature	
_____	
Print Name	
_____	_____%
Signature	
_____	
Print Name	

EXHIBIT K
TO THE DISCLOSURE DOCUMENT
ACCOUNT TRANSFER ACCEPTANCE
(Subject to Change by Franchisor)

ACCOUNT CLEANING SERVICES AGREEMENT-

TRANSFER ACCEPTANCE

1 _____ (the "Franchisee") acknowledges that Franchisee has

a had ample opportunity to review the Account Cleaning Services Agreement (Account Agreement) for the Account named below before deciding whether or not to accept a Transfer of the Account, and

b a copy of the Account Agreement and the Services Attachments established by the client, and

c inspected the Account premises, understands fully and can meet the Account requirements and finds the contract price stated below to be fair and reasonable, and

d the responsibility for meeting the Account Cleaning Services requirements described in the Account Agreement for the Account named below, which has been transferred to Franchisee Franchisee's VCS Business is solely responsible for providing the cleaning services and for maintaining Account satisfaction, and

e the responsibility for ensuring that Franchisee has the financial and operational resources, equipment and inventory necessary to meet the Account requirements on an ongoing basis

2 Vanguard Cleaning Systems of the Southern Valley ("Franchisor") has committed to offer Franchisee Account business representing an amount of gross services billings specified in Franchisee's Franchise Agreement (Exhibit A) or Additional Business Marketing Fee Agreement, as applicable Franchisee understands that if the Account Transfers accepted by Franchisee represent gross services billings greater than the agreement amount, then Franchisee will pay a fee for the amount of the difference Franchisee understands that the fee is Four (4) times the excess difference, and Franchisee agrees to pay Franchisor the fee in twelve (12) equal monthly payments following the date Franchisee begins servicing the Account under its VCS Business All of the other terms of the applicable agreement apply to this Additional Business

3 The Account business named below can be assigned or otherwise transferred by Franchisee only to another VCS Business in good standing, and such a transfer requires Franchisor's prior written approval Franchisor will not unreasonably withhold its approval Franchisee will follow Franchisor's then current process and requirements for Account transfers

4 Franchisee understands that the capitalized terms used in this Account Acceptance have the same meaning as in the Franchise Agreement or the Additional Business Marketing Fee Agreement (as applicable), unless they are separately defined in this Acceptance

5 Franchisee accepts the Account transfer from Franchisor and agrees to meet the Account requirements and Vanguard Cleaning Systems® Brand Standards until the Account Agreement is cancelled or the Account business transferred to another franchisee, or until the ownership of the Account Agreement reverts to Vanguard Cleaning Systems of the Southern Valley under the conditions described in Franchisee's Franchise Agreement

ACCOUNT _____

MONTHLY CONTRACT PRICE: $_____**/month**

CLEANING FREQUENCY·

_____

FIRST CLEANING: _____

FRANCHISEE (Corporation or LLC)

_____

(Legal Name of Franchisee Entity)

Agreed & Accepted· _____ **Date·**

_____

By: _____ **Title·**

_____

Alarm Code No· _____ **No of Keys·**

_____

Notes:

_____

EXHIBIT L
TO THE DISCLOSURE DOCUMENT
FRANCHISE TRANSFER AGREEMENT
(Subject to Change by Franchisor)

VANGUARD CLEANING SYSTEMS®
FRANCHISE TRANSFER AGREEMENT

This Franchise Transfer Agreement (the "Agreement") is made by and among

_____(the "Seller"),

_____(the "Buyer"), and

_____(the "Franchisor"), with an effective date of

_____(the "Effective Date")

If Seller is a corporation or other Business Entity, "Seller" shall also include all persons having an interest in the Seller (individually and together, "Seller's Owners"), all of who shall be liable, separately and together, for Seller's and each other's performance under this Agreement If Buyer is a corporation or other Business Entity, "Buyer" shall also include all persons having an interest in the Buyer (individually and together, "Buyer's Owners"), all of who shall be liable, separately and together, for Buyer's and each other's performance under this Agreement

1 Seller entered into a Franchise Agreement with Franchisor on _____ (the "Seller's Franchise Agreement")

2 Buyer wants to purchase Seller's Vanguard Cleaning Systems franchised business (the "Franchised Business") and operate under a franchise agreement with Franchisor Seller wants to transfer the Franchised Business to Buyer and requires Franchisor's consent to the transfer

3 Seller agrees to pay to Franchisor $_____ and all other outstanding amounts owed Franchisor on or before the transfer
(INSERT ANY OUTSTANDING AMOUNTS OWED BY SELLER, OR $0)
Franchisor acknowledges receipt of $_____, which satisfies all amounts due or to be due under each promissory note identified on Schedule 1 of this Agreement Each note listed on Schedule 1 is cancelled as of the Effective Date of this Agreement

At Franchisor's choice, Buyer must either take an assignment from Seller of Seller's Franchise Agreement or sign Franchisor's current form of Franchise Agreement (a "New Franchise Agreement") being offered as of the Effective Date

Under this Agreement, Buyer will
(FRANCHISOR TO CHECK ONE)

A. _____**Accept an Assignment of Seller's Franchise Agreement and the Franchised Business.**

Upon signing this Agreement, Seller transfers and assigns to Buyer all of Seller's rights and obligations under Seller's Franchise Agreement and the Franchised Business Upon signing this Agreement, Buyer assumes and accepts all of Seller's rights and obligations under Seller's Franchise Agreement and the Franchised Business

OR

B _____**Sign a New Franchise Agreement when Buyer accepts the transfer of the Franchised Business from Seller.**

Buyer acknowledges receipt of Franchisor's Franchise Disclosure Document ("FDD") at least 14 calendar days before the Effective Date of this Agreement, which included the current form of Vanguard Cleaning Systems franchise agreement and related documents Upon signing this Agreement, Seller transfers and assigns to Buyer all of Seller's rights and obligations in connection with the Franchised Business, and Seller's rights under Seller's Franchise Agreement are cancelled Upon signing this Agreement, Buyer assumes and accepts all of Seller's rights and obligations in connection with the Franchised Business

4 Buyer agrees to sign all other documents routinely required by Franchisor when granting a franchise, including any personal guarantees Buyer agrees to be bound by all the terms and conditions of Buyer's Vanguard Cleaning Systems franchise agreement and to fully perform all obligations to all Accounts for which Seller's Franchised Business performs services as of the Effective Date of this Agreement

5 If any Account fulfillment commitments are owed to Seller under the Franchise Agreement or any Additional Account Business agreement as of the Effective Date, Franchisor will owe only the unfulfilled amount of the commitment to Buyer when Buyer acquires the Franchised Business The minimum Service Billings (if any) due under Seller's selected Business Plan or Additional Account Business agreement as of the Effective Date is listed on Schedule 1 of this Agreement along with the date when any applicable Fulfillment Period is over Buyer acknowledges and agrees that Franchisor has no unfulfilled Account business commitments if none are listed on Schedule 1

6 Seller agrees that Seller's post term obligations under Seller's Franchise Agreement, like non-solicitation of VCS Accounts and discontinued use of the Vanguard Cleaning Systems Marks, Manual and branded materials, remain in effect even after any cancellation or assignment of Seller's Franchise Agreement

7 **RELEASE OF CLAIMS BY SELLER·**

Except for any claims which cannot lawfully be released under a state franchise relations or franchise sales laws, Seller (and Seller's Owners, if applicable) hereby releases and relinquishes all claims, demands, debts, obligations, damages, and

causes of action of any nature whatsoever (the "Claims") against Franchisor and Vanguard Cleaning Systems, Inc. and each of their predecessors, successors, assigns, affiliates, officers, directors, stockholders, members, employees and agents (all together, the "Franchisor Associates"), whether known or unknown, arising anytime before and up to the Effective Date of this Agreement.

Waiver of Civil Code Section 1542 Seller (and Seller's Owners, if applicable) hereby expressly waives any rights or benefits available under the provisions of Section 1542 of the California Civil Code. Civil Code Section 1542 states:

> **A general release does not extend to claims that the creditor does not know or suspect to exist in his/her/its favor at the time of executing the release, which if known by him/her/it must have materially affected his settlement with the debtor**

Seller (and Seller's Owners, if applicable) understands this statutory language and freely elects to specifically waive these rights and releases the Franchisor and Franchisor Associates from all claims whether known or unknown.

> **Seller (and Seller's Owners, if applicable) acknowledges that each of them had the opportunity to consult with legal counsel in making this Release and that each of them has read and fully understands the terms of this Release and that this Release was entered into by each freely and voluntarily.**
>
> **Seller's Initials:** _____
>
> **Seller's Owners' Initials:** _____

8 This Agreement, its attachments and the agreements referred to in this Agreement are the entire understanding among the parties concerning Franchisor's consent to the transfer of Seller's Franchise and replace all negotiations, prior discussions and preliminary agreements

WE AGREE AND ACCEPT THE ABOVE TERMS OF AGREEMENT.

"SELLER"	**"BUYER"**
_____	_____
[Name of SELLER]	[Name of BUYER]
By _____	By _____
Print Name _____	Print Name _____
Title _____	Title _____

Date _____

All SELLER Owners must sign this Agreement

"Owner"

Individually _____

Print Name _____

Date _____

% Owned of Business Entity Franchisee

_____

Date _____

All SELLER Owners must sign this Agreement

"Owner"

Individually _____

Print Name _____

Date _____

% Owned of Business Entity Franchisee

_____

All BUYER Owners must sign this Agreement

"Owner"

Individually _____

Print Name _____

Date _____

% Owned of Business Entity Franchisee

_____

All BUYER Owners must sign this Agreement

"Owner"

Individually _____

Print Name _____

Date _____

% Owned of Business Entity Franchisee

_____

FRANCHISOR'S CONSENT TO FRANCHISE TRANSFER

Prestige Worldwide Inc , dba Vanguard Cleaning Systems of the Southern Valley hereby consents to the Franchise Transfer between the Buyer and Seller named above upon the terms and conditions stated in this Agreement,

Franchisor

Date _____ BY _____

_____, (title)

APPENDIX 1

APPLICABLE PROMISSORY NOTES
(TO BE PAID IN FULL BEFORE FRANCHISE TRANSFER)
Note 1

Date of Note _____

Balance as of the Effective Date of this Agreement _____

Note 2

Date of Note _____

Balance as of the Effective Date of this Agreement _____

TOTAL AMOUNT DUE FROM SELLER TO FRANCHISOR ON OR BEFORE THE DATE OF SELLER'S FRANCHISE TRANSFER $_____

FRANCHISOR'S OUTSTANDING ACCOUNT FULFILLMENT OBLIGATIONS (AS OF THE EFFECTIVE DATE, IF ANY)

Franchisor owes Buyer VCS Accounts anticipated to generate $_____ in service billings per month, as of the date of Buyer's acquisition of the Franchised Business
The Fulfillment Period for the Account business owed by Franchisor ends on

_____

EXHIBIT M
TO THE DISCLOSURE DOCUMENT
UNIT FRANCHISEE ACCOUNT ASSIGNMENT AGREEMENT
AND MASTER FRANCHISEE CONSENT
(Subject to Change by Franchisor)

Unit Franchisee Account Assignment Agreement
and Master Franchisee Consent

This Unit Franchisee Account Assignment Agreement (the "Agreement") is made by and among _____ (the "Assignor"),
(transferring franchisee)

_____ (the "Assignee"), and
(receiving franchisee)

_____ (the "Franchisor"), with an effective date of
(Region)

_____ (the "Effective Date")

1 Assignor entered into a Franchise Agreement with _____ (the "Franchisor") on _____ (the "Franchise Agreement")

2 Assignor previously accepted or self-generated the VCS Account(s) named on Schedule 1 of this Agreement (alone or in combination, the "Account") Assignor now wishes to assign Assignor's rights and obligations in connection with the Account to another Vanguard Cleaning Systems® franchisee

3 For value received, Assignor hereby assigns and transfers to Assignee all rights, interests and obligations Assignor has in the Account Assignor understands that on and after the Effective Date of this Agreement Assignee will have the sole right and obligation to provide the services required by the Account under the Account Cleaning Services Agreement (the "Account Agreement") and to be paid for such services

4 Assignee hereby accepts the Account assignment and agrees to assume the right and obligation to provide the services required by the Account under the Account Agreement and to receive payment for such services Assignee understands Assignor has the right to revenues received for any services to the Account provided by Assignor prior to the Effective Date of this Agreement

5 Assignee represents that Assignee has

- inspected the Account premises, understands fully and can meet the Account requirements and finds the contract price to be fair and reasonable, and
- the sole responsibility for meeting the Account Cleaning Services requirements described in the Account Agreement, and
- the sole responsibility for any keys or other Account property received by Assignee in connection with this Account and for maintaining Account satisfaction, and
- the financial and operational resources, equipment and inventory necessary to meet the Account requirements on an ongoing basis

6 Assignor agrees that this Agreement will not relieve Assignor from any amounts Assignor owes under any promissory note outstanding in connection with this Account unless

Assignee pays Franchisor the amount outstanding under Assignor's note as of the Effective Date of this Agreement or gives Franchisor a promissory note for such amount

7 Any promissory note made or other debt incurred by Assignor in connection with the assigned Account and to be cancelled as of the Effective Date is described in Exhibit A to this Agreement or attached as Exhibit A and marked "Cancelled" Any promissory note to be made by Assignee in connection with Assignee's acceptance of Account is attached as Exhibit B to this Agreement and will be signed by Assignee when this Agreement is signed

8 The Guarantors identified below signed a Personal Guaranty of the Assignor's/Assignee's, as applicable, obligations under their respective Franchise Agreement when it was executed The Guarantors each ratify the terms of their Personal Guaranty and agree that their obligations under such Personal Guaranty apply fully to this Agreement and all transferred Accounts

WE AGREE AND ACCEPT THE ABOVE TERMS OF AGREEMENT

"ASSIGNOR"	**"ASSIGNEE"**
_____	_____
[Name of ASSIGNOR]	[Name of ASSIGNEE]
By _____	By _____
Print Name _____	Print Name _____
Title _____	Title _____

ASSIGNOR'S GUARANTOR(S) ASSIGNEE'S GUARANTOR(S

_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name

CONSENT OF (INSERT NAME OF APPLICABLE MASTER)

_____ hereby consents to the above assignment of the Account upon the terms and conditions stated in this Agreement, including any attachments

Franchisor

"INSERT LEGAL ENTITY NAME OF MASTER FRANCHISEE"

By _____

Print Name _____

Title _____

SCHEDULE 1

Assigned Account(s)

Account:_____

Monthly Contract Price: $_____

Account:_____

Monthly Contract Price $_____

Account:_____

Monthly Contract Price: $_____

EXHIBIT A

Assignor Promissory Note(s)

(REGION TO DESCRIBE ANY OUTSTANDING DEBT MADE BY THE TRANSFERRING FRANCHISEE TO BE ADJUSTED IN CONNECTION WITH THE TRANSFER OF THE ACCOUNT OR TO ATTACH ANY PROMISSORY NOTE BY THE TRANSFERRING FRANCHISEE THAT WILL BE CANCELLED BY THE REGION, IF ANY. IF NONE, THEN WRITE "NONE" ON THIS PAGE.)

EXHIBIT B

Assignee Promissory Note(s)

(REGION TO ATTACH ANY PROMISSORY NOTE TO BE MADE BY THE ACCEPTING FRANCHISEE IN CONNECTION WITH THE TRANSFERRED ACCOUNT, IF ANY IF NONE, WRITE "NONE" ON THIS PAGE)

EXHIBIT N
TO THE DISCLOSURE DOCUMENT
RECEIPT OF FRANCHISE RELATED DOCUMENTS

RECEIPT OF FRANCHISE RELATED DOCUMENTS

The undersigned, personally and/or as an officer or managing member of the proposed franchisee, does hereby acknowledge receipt of the following documents, in form for execution

[ ] (1) Franchise Agreement
[ ] (2) Promissory Note

[ ] (3) Personal Guaranty

[ ] (4) Independent Contractor Acknowledgement

[ ] (5) Purchase Agreement

(Proposed franchisee must initial the box next to the applicable documents)

I further acknowledge my understanding that it is my responsibility, individually and as an officer or managing member of the proposed franchisee, to review all such documents, so that I am fully familiar with the transaction contemplated before signing any binding agreement

DATED _____

THE LAW REQUIRES THAT WE PROVIDE YOU WITH THE FRANCHISE-RELATED DOCUMENTS NOTED ABOVE AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE THEY ARE TO BE EXECUTED PLEASE DO NOT SIGN OR RETURN THESE DOCUMENTS UNTIL SEVEN (7) CALENDAR DAYS HAVE ELAPSED FROM THE DATE OF THIS RECEIPT

_____,
individually and as an officer/ managing member of

_____

(_____, corporation)
(_____, limited liability company)

EXHIBIT O
TO THE DISCLOSURE DOCUMENT
RECEIPTS

ITEM 23
RECEIPT
(YOUR COPY)

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

If we offer 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, except as to the following states
New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship
Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever comes first
If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and your state agency

The Franchisor is **Prestige Worldwide Inc. dba Vanguard Cleaning Systems of the Southern Valley,** located at **5301 Office Park Drive Ste. 220, Bakersfield, CA 93309.** Its telephone number is **661-395-3009 or 559-473-1790**

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

Name Jeff Sorrell	Name Violet Deleon
Address 5301 Office Park Drive Ste 220	Address 5301 Office Park Drive Ste 220
Address Bakersfield , CA 93309	Address Bakersfield , CA 93309
Phone 661-395-3009 or 559-473-1790	Phone 661-395-3009 or 559-473-1790

Name Joanna Hearron	Name Casey Sorrell
Address 5301 Office Park Drive Ste 220	Address 5301 Office Park Drive Ste 220
Address Bakersfield , CA 93309	Address Bakersfield , CA 93309
Phone 661-395-3009 or 559-473-1790	Phone 661-395-3009 or 559-473-1790

Date of Issuance. April 20, 2017, as modified October 1, 2017

The Region authorizes Jeff Sorrell at 5301 Office Park Drive Ste 220, Bakersfield, CA 93309 or the Department of Business Oversight at One Sansome Street Ste 600 San Francisco, CA 94104 to receive service of process for the Region

I have received a Franchise Disclosure Document dated _____ that includes the following exhibits

Exhibit A	Franchise Agreement
Exhibits B	Products Package and Price List
Exhibit C	Purchase Agreement
Exhibit D	List of Active Unit Franchisees of the Southern Valley
Exhibit D-1	List of Active Unit Franchisees of Certain Other Regions
Exhibit E	Financial Statements
Exhibit F	List of Former Unit Franchisees
Exhibit G	State Regulators and Agents for Service of Process
Exhibit H	Renewal Addendum to the Franchise Agreement
Exhibit I	General Release of Claims
Exhibit J	Additional Account Business Marketing Fee Agreement
Exhibit K	Account Transfer Acceptance
Exhibit L	Franchise Transfer Agreement
Exhibit M	Unit Franchisee Account Assignment Agreement and Master Franchisee Consent
Exhibit N	Receipt of Franchise Related Documents
Exhibit O	Receipts

Date _____ Signature _____ Printed Name _____

Date _____ Signature _____ Printed Name _____

KEEP THIS COPY FOR YOUR RECORDS

ITEM 23
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(OUR COPY)

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Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever comes first
If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and your state agency

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Exhibit L	Franchise Transfer Agreement
Exhibit M	Unit Franchisee Account Assignment Agreement and Master Franchisee Consent
Exhibit N	Receipt of Franchise Related Documents
Exhibit O	Receipts

Date _____ Signature _____ Printed Name _____

Date _____ Signature _____ Printed Name _____

State and effective date of Disclosure Document _____

Please sign this copy of the receipt, date your signature, and return it to Jeff Sorrell, Vanguard Cleaning Systems of the Southern Valley, 5301 Office Park Drive Ste 220, Bakersfield, CA 93309