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VANGUARD
Cleaning Systems

FRANCHISE DISCLOSURE DOCUMENT

Prestige Worldwide a California Corporation
DBA Vanguard Cleaning Systems of the Southern Valley
5301 Office Park Drive Suite 220
Bakersfield, CA 93309
661-395-3009
jsorrell@vanguardsv 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 (if a Business Plan is chosen) that must be paid to us

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

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 March 6, 2019

STATE COVER PAGE

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

Call the state 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 YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM OUTLETS THAT WE OWN OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS THAT WE CONTROL

4 FRANCHISEES AND SPOUSES MAY BE REQUIRED TO SIGN A PERSONAL GUARANTEE, MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT IF YOU ARE MARRIED THE GUARANTEE WILL PLACE YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS

5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective Date _____ (Pending)

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Exhibits

Exhibit A	Franchise Agreement
	Ex A –Business Plan Referral Fees and Business Plan Accounts/Terms
	Ex B – Promissory Note
	Ex C – Form of Personal Guaranty
	Ex D – Independent Contractor Acknowledgement
Exhibit B	Products Package and Price List
Exhibit C	Purchase Agreement
Exhibit D-1	List of Active Unit Franchisees of the Southern Valley
Exhibit D-2	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 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

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 "You" means the corporation or limited liability 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 a portion of 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 sublicensed to use Vanguard Cleaning Systems® 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 ") We are licensed by Vanguard to grant these sublicenses

There are no regulations specific to the commercial janitorial services 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 We recommend you consult with your attorney

There are no regulations specific to the commercial janitorial services business known to us, other than possibly the California Property Service Workers Protection part of the Labor Code, which imposes certain registration, reporting and training requirements on janitorial businesses in the state subject to the law

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 Customers can be lost for various reasons, such as poor service, better competitor pricing, a poor economy, and other company specific business reasons

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, managing, compensating, scheduling and disciplining 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

Michelle Schulz Office Manager and Field Representative

Michelle Schulz is the Office Manager and is active in operations and training for the region Ms Schulz has extensive prior experience as an office manager, business owner and book keeping methods Ms Schulz joined Vanguard Cleaning Systems of the Southern Valley in January of 2018 Prior to joining us, Ms Schulz worked for over 10 years as an office manager, business owner, and bookkeeper

Joanna Hearron Franchise Development/Brand Services Representative

Joanna Hearron joined Vanguard Cleaning Systems of the Southern Valley February of 2015 as a Brand Services Representative In 2017, Ms Hearron was promoted to Head of Franchise Development and is responsible for Franchise sales 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

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

Margaret Narodick Chief Legal Officer

Ms Narodick has been our Chief Legal Officer since August 2018 From June 2002 until that time she served as Senior Counsel with Holmes Lofstrom, PC (previously Holmes Lofstrom, LLP) in Long Beach, 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

Concluded Litigation

Luiz Tomaz Da Costa, Flavio Melo Filho, Geraldo Dimas Figueiredo and 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) Â First Amended Class Action Complaint was filed on August 19, 2015

The plaintiffs are former unit franchisees of Ztico, Inc ("Ztico") They filed this action seeking to represent a class of franchisees in Massachusetts and/or Connecticut under the theory that they were employees of Ztico and Vanguard Cleaning Systems, Inc ("Vanguard") who had been misclassified as independent contractors in violation of Massachusetts and Connecticut law and other wage-based claims

They sought statutory trebling (in Massachusetts) and doubling (in Connecticut) of damages Ztico, which was an independently owned and operated Rhode Island-based master franchisee of Vanguard, with regional rights in Massachusetts and Connecticut as well, was dismissed from the lawsuit with prejudice on November 12, 2015 when Ztico reached an independent settlement agreement with the plaintiffs On September 29, 2017 there was a finding against Vanguard regarding liability for certain test case plaintiffs Vanguard vigorously defended this action for some time thereafter, and while the court did not make any findings on class-wide liability or certify a class, and while there was no final judgment as to whether Ztico or Vanguard misclassified any franchisee, Vanguard ultimately chose to enter into a settlement agreement as well, which was approved by the court on March 6, 2019 Vanguard agreed in its settlement agreement to pay approximately $559,450 as payments to the named plaintiffs and any possible class members, in exchange for full releases and other consideration As part of the settlement, Vanguard paid $275,550 to plaintiffs' counsel in legal fees

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 certain conditions 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 new 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 Additionally, we may permit renewing franchisees to carry forward certain fees/percentages under their expired franchise agreement for the term of their renewal franchise agreement 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)

NAME OF FEE (See Note 6)	AMOUNT	DUE DATE	REMARKS
Royalty	15% of your monthly gross revenues	Deducted on the 25th 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
Business Support Fee	5% of your monthly gross revenues	Deducted on the 25th 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 25th 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 15% and 20% of the Service Billings, depending on your role in getting the business (See Note 5)	Deducted on the 25th 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
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 25th 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)	Payable 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, which can include a general release of claims by you 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,

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

ii) 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

iii) 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

iv) 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

v) your Franchise Agreement is terminated because you default, or

vi) 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 VCS Account collections in any month are insufficient to cover all amounts owed If for any reason you collect any payment directly from a VCS 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 VCS 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, so you take the risk of loss if a VCS Account fails to pay its bill 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 We may occasionally offer Additional Business for discounted or no fees to satisfy an Account need or for other business reasons

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, and initial cleaning 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

TYPE OF EXPENDITURE	ESTIMATED AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
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
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 ($198 22/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 It also does not include payroll processing fees and employer matching tax contributions and other employment related fees for employers because we do not predict how many employees you may hire to meet Account requirements 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 VCS 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 mark up 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 2018 fiscal year, the revenue we received from franchisee insurance and sales of equipment to franchisees totaled $99,908 for a total of 1% of our total revenue from all sources, which was $1,074,301 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 franchise specifications total between 1% and 18% 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
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

	OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN THIS DISCLOSURE DOCUMENT
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 6 of Franchise Transfer Agreement	Item 17
x	Dispute Resolution	Sections 31 and 32	Item 17
y	Personal Guaranty of Owners	Section 13 and Exhibits A and 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	$12,000	$5,000	$7,000	42 payments @ $198 22
Plan-C	$15,000	$8,000	$7,000	42 payments @ $198 22
Plan-D	$21,000	$14,000	$7,000	42 payments @ $198 22
Plan-E	$30,000	$23,000	$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 $8,333 64

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 10 to 20% 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 us are deducted each month from the amounts collected from the VCS 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 of your use of the Marks 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) 99% of our new franchisees in the last 12 months participated in the optional VCS Business System Program

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 and designated location*
Fundamental Concepts	2-3 hours	2-4 hours	*Region's offices in Bakersfield and designated location*
Brand Standards	2-4 hours	2-4 hours	*Region's offices in Bakersfield and designated location*
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 12 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 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

Mark	Registration Date	Registration Number	Class
VANGUARD CLEANING SYSTEMS and design (logo)	February 25, 2014	4488511	35
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 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 conditional 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-1, 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, hiring, firing, disciplining, promoting, compensating, scheduling and managing 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 security-related policies or personnel policies or procedures 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

You and your owners must maintain the confidentiality of our Confidential Information during the term of the Franchise Agreement and for 2 years after it ends for any reason, and for an unlimited period of time for trade secrets

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 floor finishing) 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 certain conditions, 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 care 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
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, subject to applicable law Refer to Ex I of this Disclosure Document for the current version of General Release, which we can change in the future

	PROVISION	SECTION IN AGREEMENT	SUMMARY
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 and opportunity to cure the default Promissory Note identifies grounds for immediate termination A default under any other agreement or Promissory Note with us is a default under your Franchise Agreement and vice versa
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

	PROVISION	SECTION IN AGREEMENT	SUMMARY
h	"Cause" defined defaults - non-curable	Section 19	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)
		Exhibit 2 of the Purchase Agreement (Promissory Note)	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
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

	PROVISION	SECTION IN AGREEMENT	SUMMARY
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 and be in compliance with all laws, regulations and ordinances governing the operation of a commercial cleaning business, 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 their accounts
r	Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
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
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 Class actions and specified damages waived to the extent permitted under applicable law Limited periods for bringing claims Please see state specific addendum

	PROVISION	SECTION IN AGREEMENT	SUMMARY
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

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 Jeff Sorrell Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley 5301 Office Park Drive Ste 220 Bakersfield, CA 93309, the Federal Trade Commission, and the appropriate state regulatory agencies

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 2016, 2017, and 2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	33	41	8
	2017	41	49	8
	2018	49	49	0

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Company-Owned	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Total Outlets	2016	33	41	8
	2017	41	49	8
	2018	49	49	0

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 2016, 2017, and 2018

State	Year	Number of Transfers
CA-Bakersfield	2016	2
	2017	0
	2018	0
Total	2016	2
	2017	0
	2018	0

Table 3
Status of Franchised Outlets of Vanguard Cleaning Systems of the Southern Valley
For Years 2016 To 2018

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
CA	2016	33	8	0	0	0	0	41
	2017	41	9	0	0	0	1	49
	2018	49	3	0	0	3	0	49
Total	2016	33	8	0	0	0	0	41
	2017	41	9	0	0	0	1	49
	2018	49	3	0	0	3	0	49

Table 4
Status of Company-Owned Outlets
of Vanguard Cleaning Systems of the Southern Valley
For Years 2016 To 2018

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	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Total	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Total	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0

Table 5
Projected Openings for Vanguard Cleaning Systems of the Southern Valley
as of 12/31/18

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	5	0
Total	0	5	0

SYSTEM STATUS SUMMARY

Table 6
Systemwide Unit Outlet Summary of All Regions
For the Fiscal Years of 2016, 2017, and 2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	2,840	2,929[1]	+89[1]
	2017	2,929	2,998[2 3]	+69[2 3]
	2018	2,998	2,916	-82
Company-Owned	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Total Outlets	2016	2,840	2,929[1]	+89[1]
	2017	2,929	2,998[2 3]	+69[2 3]
	2018	2,998	2,916	-82

[1]In 2016, the number of Long Island outlets that Ceased Operations was overstated by 9 as a result of a clerical error, resulting in an understatement of outlets operating at year end by the same amount Totals have been corrected accordingly

[2] Revised due to a clerical error in the number of Northern California outlets in 2017

[3] Revised due to a clerical error in the number of Minnesota outlets in 2017

Table No 7
Transfers of Unit Outlets from Franchisees to New Owners (other than their Franchisor)
For the Fiscal Years of 2016, 2017, and 2018

State	Year	Number of Transfers
AL-Birmingham	2016	0
	2017	3
	2018	0
AR-Ozarks	2016	0
	2017	0
	2018	1
AZ-Tucson	2016	2
	2017	0
	2018	0
CA-Bakersfield	2016	1
	2017	0
	2018	0
CA-Northern California	2016	0
	2017	0
	2018	2
CA-Southern California	2016	1
	2017	1
	2018	1
CA-Sacramento	2016	1
	2017	0
	2018	0
CA-Stockton	2016	0
	2017	0
	2018	1
FL - Jacksonville	2016	0
	2017	0
	2018	1
FL-Miami	2016	2
	2017	4
	2018	0
FL-North Port	2016	2
	2017	3
	2018	1
FL-Orlando	2016	0
	2017	1
	2018	2
FL-Tampa	2016	2
	2017	3
	2018	2

State	Year	Number of Transfers
GA-Atlanta	2016	2
	2017	0
	2018	0
IL-Chicago	2016	0
	2017	2
	2018	3
MD - Baltimore	2016	0
	2017	2
	2018	1
MN-Minneapolis/ St Paul	2016	1
	2017	1
	2018	0
NC-Triad	2016	0
	2017	1
	2018	0
NJ-Central	2016	1
	2017	2
	2018	0
NJ-Northern	2016	1
	2017	5
	2018	1
NM-Albuquerque	2016	1
	2017	0
	2018	2
NY-Hudson Valley	2016	0
	2017	2
	2018	0
NY-Long Island	2016	1
	2017	0
	2018	0
NY-Rochester	2016	0
	2017	1
	2018	0
OR-Portland	2016	2
	2017	1
	2018	0
PA-Allentown	2016	2
	2017	4
	2018	1
PA-Central	2016	1
	2017	1
	2018	3
PA-Philadelphia	2016	0
	2017	1
	2018	0
TX-Austin	2016	0
	2017	2
	2018	0

State	Year	Number of Transfers
TX-Houston	2016	0
	2017	2
	2018	0
TX-San Antonio	2016	2
	2017	0
	2018	1
UT–Salt Lake City	2016	0
	2017	0
	2018	2
VA–Chesapeake	2016	1
	2017	1
	2018	0
VA-Richmond	2016	2
	2017	2
	2018	0
WA–Seattle	2016	3
	2017	2
	2018	0
WA-Spokane/ Kennewick	2016	5
	2017	2
	2018	6
WI-Milwaukee	2016	0
	2017	1
	2018	1
Total	2016	36
	2017	50
	2018	32

Table No 8
Status of Unit Franchised Outlets
For the Fiscal Years of 2016, 2017 and 2018

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	2016	103	11	1	0	0	5	108
	2017	108	18	0	0	0	4	122
	2018	122	7	0	0	0	4	125
AZ – Phoenix	2016	55	4	1	0	0	4	54
	2017	54	3	4	0	0	0	53
	2018	53	2	2	0	0	2	51
AZ-Tucson	2016	20	4	3	0	0	1	20
	2017	20	3	2	0	0	0	21
	2018	21	3	3	0	0	0	21

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
AR-Ozarks	2016	42	2	2	0	0	2	40
	2017	40	6	0	0	0	2	44
	2018	44	7	0	0	0	2	49
CA-Bakersfield	2016	30	8	1	0	0	1	36
	2017	36	6	1	0	0	0	41
	2018	41	4	2	0	0	2	41
CA-Northern California	2016	124	5	1	0	0	7	121
	2017	121[1]	7	2	0	0	14	112[3]
	2018	112	0	2	0	0	13	97
CA-Southern California	2016	133	9	1	0	0	17	124
	2017	124	8	3	0	0	9	120
	2018	120	6	3	0	0	13	110
CA-North Bay	2016	43	0	0	0	0	0	43
	2017	43	4	0	0	0	4	43
	2018	43	3	0	0	0	4	42
CA-Sacramento	2016	37	3	0	0	0	4	36
	2017	36	1	2	0	0	3	32
	2018	32	2	0	2	0	1	31
CA-Stockton	2016	49	4	0	0	0	3	50
	2017	50	3	3	0	0	4	46
	2018	46	3	0	0	0	3	46
CO-Denver	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	2	0	0	0	0	2
DE–Wilmington	2016	6	2	0	0	0	0	8
	2017	8	2	0	0	0	2	8
	2018	8	0	0	0	0	1	7
FL-Jacksonville	2016	24	11	3	0	0	0	32

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
	2017	32	13	2	0	0	0	43
	2018	43	10	3	0	0	0	50
FL-Miami	2016	35	10	0	0	0	5	40
	2017	40	11	0	0	0	5	46
	2018	46	7	0	0	0	2	51
FL-North Port	2016	93	8	0	0	0	2	99
	2017	99	8	0	0	0	2	105
	2018	105	2	0	0	0	4	103
FL-Orlando	2016	40	12	0	0	0	11	41
	2017	41	10	0	0	0	5	46
	2018	46	11	0	0	0	13	44
FL-Tampa	2016	92	24	0	0	0	20	96
	2017	96	20	0	0	0	21	95
	2018	95	10	0	0	0	26	79
GA-Atlanta	2016	59	10	0	0	0	8	61
	2017	61	7	1	1	0	8	58
	2018	58	12	5	0	0	5	60
IL-Chicago	2016	48	11	0	0	0	7	52
	2017	52	5	0	0	0	12	45
	2018	45	7	1	0	0	6	45
IA-Des Moines	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
KY-Louisville	2016	49	8	0	0	0	4	53
	2017	53	5	0	0	0	5	53
	2018	53	5	4	0	0	13	41
MD–Baltimore	2016	59	7	0	0	0	5	61
	2017	61	11	0	0	0	2	70

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
	2018	70	5	0	0	0	8	67
MI–Detroit	2016	75	13	0	0	0	4	84
	2017	84	5	0	0	0	5	84
	2018	84	5	2	0	0	8	79
MN–Minneapolis/ St Paul	2016	70	11	5	0	0	4	72
	2017	72	11	3	1	0	5	76[4]
	2018	76	8	4	0	0	5	75
MO-St Louis	2016	4	0	0	0	0	1	3
	2017	3	0	0	0	0	0	0[2]
	2018	0	0	0	0	0	0	0
NC-Charlotte	2016	38	2	3	0	0	0	37
	2017	37	2	0	0	0	2	37
	2018	37	2	0	0	0	4	35
NC-Raleigh	2016	67	10	1	0	0	3	73
	2017	73	10	1	0	0	1	81
	2018	81	4	0	0	0	8	77
NC-Triad (Greensboro)	2016	38	7	1	0	0	4	40
	2017	40	7	1	0	0	6	40
	2018	40	3	2	0	0	2	39
NE-Omaha	2016	9	6	1	0	0	1	13
	2017	13	5	1	0	0	0	17
	2018	17	2	1	0	0	0	18
NJ-Central	2016	110	8	0	0	0	15	103
	2017	103	10	0	0	0	17	96
	2018	96	2	0	0	0	11	87
NJ-Northern	2016	113	9	7	0	0	0	115
	2017	115	5	5	0	0	2	113
	2018	113	8	4	0	0	0	117

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
NM-Albuquerque	2016	21	6	2	0	0	0	25
	2017	25	7	1	0	0	1	30
	2018	30	3	3	0	0	0	30
NV-Las Vegas	2016	15	13	1	0	0	0	27
	2017	27	6	3	0	0	0	30
	2018	30	5	4	0	0	0	31
NY–Hudson Valley	2016	25	0	0	0	0	1	24
	2017	24	0	0	0	0	0	24
	2018	24	0	0	0	0	1	23
NY-Long Island	2016	39	2	0	0	0	7[1]	34[1]
	2017	34	3	0	0	0	1	36
	2018	36	4	0	0	0	7	33
NY–Rochester	2016	19	6	0	0	0	3	22
	2017	22	4	1	0	0	0	25
	2018	25	2	0	0	0	0	27
OH-Cincinnati	2016	28	12	13	0	0	4	23
	2017	23	17	2	0	0	3	35
	2018	35	7	1	0	0	7	34
OR-Portland	2016	38	5	4	0	0	3	36
	2017	36	2	0	0	0	2	36
	2018	36	2	1	0	0	1	36
PA-Allentown/ Scranton/ Wilkes Barre	2016	91	16	3	0	0	0	104
	2017	104	10	5	0	0	3	106
	2018	106	6	7	0	0	0	105
PA-Central (Harrisburg)	2016	97	24	16	0	0	0	105
	2017	105	11	10	0	0	2	104
	2018	104	11	7	0	0	0	108

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
PA-Philadelphia	2016	71	7	0	0	0	12	66
	2017	66	9	0	0	0	7	68
	2018	68	7	0	0	0	0	75
TN–Nashville	2016	28	7	2	0	0	0	33
	2017	33	4	1	0	0	1	35
	2018	35	5	0	0	0	3	37
TX-Austin	2016	54	8	0	0	0	5	57
	2017	57	4	0	0	0	8	53
	2018	53	3	4	0	0	0	52
TX-Dallas	2016	65	10	3	0	0	0	72
	2017	72	6	5	0	0	0	73
	2018	73	6	5	0	0	0	74
TX-Houston	2016	28	9	5	0	0	0	32
	2017	32	14	9	0	0	2	35
	2018	35	6	1	0	0	1	39
TX–San Antonio	2016	93	0	0	4	0	8	81
	2017	81	6	1	0	0	2	84
	2018	84	4	10	0	0	1	77
UT–Salt Lake City	2016	121	8	1	0	0	6	122
	2017	122	10	2	0	0	0	130
	2018	130	8	5	0	0	8	125
VA-Central Virginia	2016	23	3	0	0	0	1	25
	2017	25	3	0	0	0	3	25
	2018	25	3	0	0	0	3	25
VA–Chesapeake	2016	66	5	0	0	0	4	67
	2017	67	8	0	0	0	8	67
	2018	67	6	0	0	0	7	66

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
WA–Seattle	2016	111	7	1	0	0	5	112
	2017	112	3	1	0	0	2	112
	2018	112	1	0	2	0	12	99
WA–Spokane/Kennewick	2016	116	8	5	0	0	1	118
	2017	118	3	3	3	0	2	113
	2018	113	3	12	2	0	0	102
WI-Milwaukee	2016	26	8	0	0	0	5	29
	2017	29	2	0	0	0	1	30
	2018	30	4	1	0	0	3	30
UNITED STATES Total	2016	2,840	383	91	0	0	203[2]	2,929[1]
	2017	2,929	338	75	5	0	191[3]	2,998[3] [4]
	2018	2 998	237	99	6	0	214	2,916

[1] In 2016, the number of Long Island outlets that Ceased Operations was overstated by 9 as a result of a clerical error, resulting in an understatement of outlets operating at year end by the same amount Totals have been corrected accordingly

[2] The Master Franchise covering St Louis, Missouri was mutually terminated in 2017

[3] Revised due to a clerical error in the number of Northern California outlets in 2017

[4] Revised due to a clerical error in the number of Minnesota outlets in 2017

Table No 9
Status of Company-Owned Unit Outlets
For Fiscal Years of 2016, 2017, and 2018

Neither the Region, Vanguard nor any other Master Franchisee has owned or operated a Unit Outlet for the years of 2016, 2017, or 2018

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 Outlets	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0

Table No 10
Projected New Franchised Unit Outlets As of December 31, 2018

State	Unit Franchise Agreements signed But Outlet Not Opened as of December 31, 2018	Projected New Unit Franchised Outlets in the Next Fiscal Year (2019)	Projected New Company-Owned Outlet In the Next Fiscal Year (2019)
AL-Birmingham	1	7	0
AZ– Phoenix	0	2	0
AZ-Tucson	0	2	0
AR-Ozarks	1	10	0
CA-Bakersfield	0	5	0
CA-Northern California	0	4	0
CA-Southern California	1	6	0
CA-North Bay	0	4	0
CA-Sacramento	0	2	0
CA-Stockton	0	3	0
CO-Denver	1	4	0
DE–Wilmington	0	2	0
FL-Jacksonville	0	8	0
FL-Miami	3	6	0
FL-North Port	0	8	0
FL-Orlando	0	15	0
FL-Tampa	0	15	0
GA-Atlanta	0	10	0
IL–Chicago	1	8	0
IA-Des Moines	0	4	0
KY-Louisville	0	5	0

State	Unit Franchise Agreements signed But Outlet Not Opened as of December 31, 2018	Projected New Unit Franchised Outlets in the Next Fiscal Year (2019)	Projected New Company-Owned Outlet In the Next Fiscal Year (2019)
MD–Baltimore	0	12	0
MI–Detroit	0	5	0
MN–Minneapolis/St Paul	0	10	0
NC-Charlotte	0	3	0
NC-Raleigh	0	6	0
NC-Triad (Greensboro)	0	5	0
NE-Omaha	0	4	0
NJ-Central	0	4	0
NJ-Northern	0	6	0
NM-Albuquerque	0	3	0
NV-Las Vegas	0	2	0
NY–Hudson Valley	0	3	0
NY-Long Island	1	6	0
NY-Rochester	0	6	0
OH-Cincinnati	0	10	0
OR-Portland	1	4	0
PA-Allentown/Scranton/Wilkes Barre	0	6	0
PA-Central (Harrisburg)	0	12	0
PA-Philadelphia	0	6	0
TN–Nashville	0	6	0
TX-Austin	0	3	0

State	Unit Franchise Agreements signed But Outlet Not Opened as of December 31, 2018	Projected New Unit Franchised Outlets in the Next Fiscal Year (2019)	Projected New Company-Owned Outlet In the Next Fiscal Year (2019)
TX-Dallas	0	8	0
TX-Houston	0	6	0
TX–San Antonio	3	3	0
UT–Salt Lake City	1	4	0
VA-Central Virginia	0	4	0
VA–Chesapeake	0	8	0
WA–Seattle	0	6	0
WA–Spokane/Kennewick	0	6	0
WI-Milwaukee	0	6	0
United States Total	14	303	0

Attached to this Disclosure Document as Exhibit D-1 is a list of all active unit franchisees of our Region as of 12/31/18

A list of active unit franchisees for certain other regions is attached as Exhibit D-2

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 12/31/18, 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, 2018, 2017, and 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, 2018, 2017, and 2016 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 – 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
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, 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

B No Exclusivity Granted 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 at least 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 Owners may incur in participating in the VCS Business System Program or in any additional programs A Franchisee Owner is any person with an ownership interest in Franchisee

4 **VCS Business Plan Accounts**

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, which includes a general release of claims by Franchisee The form 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's employees or contractors 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 is not entitled to Account payments made for services provided by another VCS Business

D Non-Vanguard Accounts Franchisee can independently own janitorial accounts solicited by Franchisee outside of the VCS Business ("Non-Vanguard accounts"), if the services provided 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

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 care 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 Franchisee and its shareholders and/or members shall not conduct themselves or the VCS Business in any manner that reflects unfavorably upon the goodwill and public image associated with the Marks

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 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® companies' 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 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

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 Franchisee acknowledges and agrees that nothing in this Agreement

or in the parties' course of conduct is intended as, 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 agrees that it and Franchisee Owners are not entitled to participate in Franchisor's health, medical or similar plans or to receive any health, medical or similar coverage from or through Franchisor under this Agreement, nor are Franchisee's employees covered employees under Franchisor's workers' compensation insurance benefit program Franchisee further acknowledges as an independent business entity that this Agreement will not require Franchisor to carry or provide workers' compensation or reemployment insurance for Franchisee, Franchisee's employees or Franchisee Owners, nor will Franchisor be obligated to provide Franchisee with insurance or protection from liability to any third party that may arise out of your VCS Business operations 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, both Franchisee and Franchisor are 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 Franchisee has no relationship with Franchisor's or Licensor's employees, and Franchisor and Licensor have no relationship with Franchisee's employees

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, including without limitation the Employment Retirement Income Security Act of 1974, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Equal Pay Act and the National Labor Relations Act 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, disciplining, promoting, compensating, 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 security-related policies or personnel policies or procedures, including those relating to hiring, firing, disciplining, promoting, compensating, 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 certain conditions 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 identified by or through a VCS Account,

iii) Franchisee shall operate the VCS Business in compliance with all applicable Federal, State and local laws, regulations and ordinances and provide evidence of compliance to Franchisor upon reasonable request,

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 of Franchisee's use of the Marks and approval prior to use Franchisee agrees not to use any materials or programs for its VCS Business 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 Franchise 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

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 the conditions 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, and initial cleaning ("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 Franchisee 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 Such insurance will be primary and non-contributory with respect to any insurance carried by Franchisor 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 Renewal 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, subject to applicable law

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 Conditions 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 a) 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 b) 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 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 Brand Standards can be established concerning use of the Internet and electronic media and Franchisee will follow them, as required

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 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 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, and be in compliance with all laws, regulations and ordinances governing the operation of a commercial cleaning business,

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 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 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 organization's 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**

Subject to the provisions of Section 32 E , below, 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 of such provision 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
Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley
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) or sales assisted marketing plans/business opportunities 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 IN ANY ACTION AGAINST FRANCHISOR OR LICENSOR.**

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 FRANCHISEE AND FRANCHISEE OWNERS WAIVE ALL RIGHTS TO**

PROCEED ON A CONSOLIDATED, COMMON OR CLASS BASIS IN ANY ARBITRATION AGAINST FRANCHISOR OR LICENSOR.

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 The 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 (Vanguard Cleaning Systems, Inc) 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)

Franchisee Ownership

Franchisee _____ **(business entity franchisee)**

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

Service Billings that might be obtained from an Account are 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

OR

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 [_____] 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 [_____] Installments shall thereafter be paid on the [_____] 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 the conditions 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 cancelled 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, and conditions 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

FOR FRANCHISEES SELECTING AN OPTIONAL BUSINESS PLAN

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 _____

GUARANTOR(S) PERCENTAGE OF OWNERSHIP OF FRANCHISEE

_____ _____%
Signature

_____
Print Name

_____ _____%
Signature

_____
Print Name

_____ _____%
Signature

_____
Print Name

FOR FRANCHISEES DECLINING AN OPTIONAL BUSINESS PLAN

Acknowledgment of Receipt
Of Business Plan Offer

Business Plan Offer Declined by Franchisee

I understand that under my franchise agreement dated _____ my franchisor, Prestige Worldwide Inc d/b/a Vanguard Cleaning Systems of the Southern Valley, commits to offer my franchised business the option of purchasing a Business Plan, as outlined above on this Exhibit A to my franchise agreement This is to confirm that the opportunity to obtain a Business Plan has been offered to me, and that I have declined to purchase a Business Plan

FRANCHISEE (Corp or LLC)

[redacted]
(Legal Name of Franchisee Entity)

By _____

Title _____

Date _____

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 [ ] 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

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,

(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), and

(6) he or she acknowledges having read and understood the Agreement and further agrees that this Guaranty and all other matters concerning FRANCHISOR and Guarantor(s) and/or their respective rights and obligations will be governed by, and construed and enforced in accordance with the dispute resolution provisions of Sections 31 and 32 of the Agreement, as though each Guarantor were "FRANCHISEE" for purposes of such Sections

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 _____(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 an independently owned and operated franchise
® is a registered mark of Vanguard Cleaning Systems, Inc

(29065 00001) #4814-3235 7780 1

EXHIBIT B

TO THE DISCLOSURE DOCUMENT

PRODUCTS PACKAGE AND PRICE LIST
(Subject to Change by Franchisor)

2019 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 lambswool	**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**
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 $1300 00 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 12 monthly installments of $114 29 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 the 25th 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

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

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

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

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

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

2019 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 lambswool	**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**
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-1

TO THE DISCLOSURE DOCUMENT

LIST OF ACTIVE UNIT FRANCHISEES OF VANGUARD CLEANING SYSTEMS OF THE SOUTHERN VALLEY

AS OF DECEMBER 31, 2018

List of Active Unit Franchisees of Prestige Worldwide Inc DBA Vanguard Cleaning Systems of the Southern Valley

First Name	Last Name	Company Name	Phone	Street Address 1	City	State	Zip
Eugenio	Aragon		(661) 557-7197	4912 Centaur St	Bakersfield	CA	93304
Petra	Arguelles	Petra's Cleaning Service	(661) 205-8409	3904 Marilyn Place	Bakersfield	CA	93309
Fernando	Barajas	Ferlet Professionals LLC	(661) 213-2555	916 Planz Rd	Bakersfield	CA	93304
Talisha	Edwards	Kleen Sweep Janitorial	(702) 540-2505	808 Casa Grande St	Bakersfield	CA	93307
Horacio	Cortes		(661) 390-1179	1804 Crestview Dr	Bakersfield	CA	93305
Beatriz	Enriquez	CVR Cleaning Services, LLC	(661) 444-2070	3313 Verdugo Ln	Bakersfield	CA	93312
Hilda	Estrada	Jauregui Cleaning Services	(661) 699-9267	5020 Winter Pasture Ave	Bakersfield	CA	93313
John	Gamboa	Gamboa Cleaning Services LLC	(661) 549-1316	7210 Arbor Forest Court	Bakersfield	CA	93313
Alicia	Gomez	Aliber's Cleaning Service, LLC	(323) 455-7995	8000 Fallen Pine Way	Bakersfield	CA	93313
Ruben Dario	Hernande		(661) 376-2023	1721 Stillman Ave	Bakersfield	CA	93304
Florentina	Herrera	Alayna Santa Cleaning, LLC	(682) 465-4883	9110 Anchor Island Ct	Bakersfield	CA	93312
Stephanie	Hill		(661) 345-0973	3505 El Hogar Ct	Bakersfield	CA	93311
Jose	Perez		(310) 431-5708	11610 Zancaya Drive	Bakersfield	CA	93311
Angel	Quintana		(661) 565-4916	7602 China Doll Lane	Bakersfield	CA	93307
Miguel	Romero	Salinas Cleaning Service, LLC	(626) 890-9772	300 Radicchio Ave	Bakersfield	CA	93307
Oscar	Tovar		(323) 314-6623	1104 Kyner Ave	Bakersfield	CA	93307
Brandie	Vasquez	Brandie Vasquez Cleaning LLC	(661) 865-8733	1816 Bingham Ave	Bakersfield	CA	93305
Salvador	Cisneros	Quality Cleaning Services, LLC,	(661) 858-3880	3205 Agnew Meadows Dr	Bakersfield	CA	93313
Edith	Gutierrez		(661) 378-0238	313 Quantico Ave	Bakersfield	CA	93307
Maria	Aguayo	Aguayos Cleaning LLC	(661) 379-9351	3621 Eucalyptus Dr	Bakersfield	CA	93306
Lynzel	Iniba	JBL Cleaning Services LLC	(661) 414-4686	27720 Fairweather St	Canyon Co	CA	91351
Maricela	Madrigal	Roma Cleaning Service LLC	(559) 906-2474	861 W Alamos Ave	Clovis	CA	
Oscar	Acuna		(707) 637-6368	2033 N Ventura Ave	Farmersville	CA	93223
Mari	Bautista	J&E Janitorial LLC	(559) 451-5145	4380 N Sunnyside Ave	Fresno	CA	93727
Samuel	Carreno		(559) 519-8105	3515 Mayfair Dr	Fresno	CA	93703
Steve	Dolack	SNL Janitorial Service LLC	(559) 470-7975	3684 N Burl Ave	Fresno	CA	93727
Miguel	Gomez	Platinum Cleaning Services	(559) 374-7002	7779 N Janzer Ave	Fresno	CA	93722
Patricia	Jimenez		(559) 436-4000	3563 Circle Court E	Fresno	CA	93703
Raziya	Khan	Z and Z Janitorial	(559) 347-7855	385 N Calaveras St Apt 103	Fresno	CA	93701
Elizabeth	Alvarez	Alvarez's Cleaning Services, LLC	(559) 312-3442	4816 E Fillmore Ave	Fresno	CA	93727
Eduardo	Sanchez	Golden Shine Cleaning Service LLC	(805) 570-6473	4885 N Chestnut Ave	Fresno	CA	93726
Olivia	Villanueva	J Job D Cleaning LLC	(559) 972-9655	P O BOX 114 15737 Ave 328	Ivanhoe	CA	93235
Maria	Vejar	LM Cleaning LLC	(559) 901-0491	33193 160th Road	Ivanhoe	CA	93235
Baleska	Torres	R&T Cleaning Service, LLC	(559) 451-7275	761 Pucheu St	Mendota	CA	93640
Jenry	Cordova	Cordova Services LLC	(559) 556-1852	12250 Ave 120	Pixley	CA	93256
Wilder	Terrel	A&H Cleaning LLC	(559) 467-6216	PO Box 227	Pixley	CA	93256
Soledad	Gomez		(559) 372-5312	139 D St	Tulare	CA	93274
Decmis	Calderon		(559) 909-2405	3054 W Newton Ave	Visalia	CA	93291
Lupe	Martinez	LR Cleaning Service LLC	(559) 994 7094	1118 S Rio Linda St	Visalia	CA	93292

EXHIBIT D-2

TO THE DISCLOSURE DOCUMENT

LIST OF UNIT FRANCHISEES OF CERTAIN OTHER REGIONS AS OF DECEMBER 31, 2018

List of Active Unit Franchisees of Buddha Capital Corporation dba Vanguard Cleaning Systems of the Central Valley, Vanguard Cleaning Systems of the Central Coast and Vanguard Cleaning Systems of Sacramento

Name	Address	City	State	Zip Code	Phone Number
Focsa, Val	3124 Key Largo Ct	Antelope	CA	95843	(916) 880-6232
Galindo, Nelson	PO Box 7581	Citrus Heights	CA	95621	(916) 203 2894
Ezequiel Ruiz-Ixtra	9451 Paradise Ave	Delhi	CA	95315	(209) 485-2306
M & V Cleaning Services, LLC Miguel Martinez	9391 Bogart Court	Delhi	CA	95315	(650) 281 3471
M B J Cleaning Services Rosalinda Aguilar-Bucio	16419 Dogwood Court	Delhi	CA	95315	(209) 898-8885
MVP Janitorial, LLC Martin Vargas	16932 Myers Lane	Delhi	CA	95315	(650) 644-5501
Ortiz Cleaning Service, LLC Maria Vargas	9391 Bogart Court	Delhi	CA	95315	(650) 644-9573
Wavy Point Industries, LLC Jaques Carpenter	5714 Owl Ct	Elk Grove	CA	95758	(415) 568 7818
Romero's Janitorial Cleaning Services LLC	9191 Elk Grove Blvd Apt 14	Elk Grove	CA	95624	(916) 585-6030
Covenant Cleaning Systems, LLC Aris Untalan	10137 Jenny Lynn Way	Elk Grove	CA	95757	(916) 226-0189
R & R Custodial services LLC Remy Sarabia & Rosalie Castano	9812 Baranello Way	Elk Grove	CA	95757	(916) 842-6206
Lydia's Cleaning Service Ignacio Parra	7108 Wheeler Street	Hughson	CA	95326	(408) 621-2106
Rajendran Naidu – Janitorial Rajendrum Naidu	17241 Canyon Gate Lane	Lathrop	CA	95330	(209) 914-3517
Strategic Consultant Group, LLC Jose Aguilar	1473 Harvest Ave	Livingston	CA	95334	(209) 356-5962
Angelica's Cleaning Services Maria Berber	1512 Alyssa Place	Manteca	CA	95336	(209) 417-1137
Guadalupe Hernandez	572 N Elm Ave	Manteca	CA	95336	(209) 923-1327
Ready for Clean Services Gloria Moreno	444 Golf Circle East	Manteca	CA	95337	(209) 825-8700
Rafaela Carballo	2680 Wisteria Ct	Merced	CA	95348	(209) 471-1137
Luis M Aguilar Janitorial	3101 Carver Road	Modesto	CA	95350	(209) 872-7506

Name	Address	City	State	Zip Code	Phone Number
Luis Miguel Aguilar Bucio					
Shine & Spotless Cleaning Services **Juana Sanchez**	2516 Latour Court	Modesto	CA	95355	(209) 409-7348
Sunshine Clean Janitorial **Claudia Garcia**	2516 Latour Court	Modesto	CA	95355	(209) 735-2405
Socorro's Janitorial **Socorro Cuellar**	242 Durer Drive	Patterson	CA	95363	(209) 262-0807
Growney Services	3395 Ocelot Way	Rancho Cordova	CA	95670	(916) 743 5507
Iurco, Galina	2905 Grayson Way	Rancho Cordova	CA	95670	(916) 366-6350
Banuelos Janitorial **Aurora Ramos**	231 N Elm	Ripon	CA	95366	(209) 596-7799
KAH, LLC **Jose De Jesus**	623 Anna Drive	Ripon	CA	95366	(209) 923-0038
Caravarin, Eric	416 Berkeley Ave	Roseville	CA	95678	(916) 517-2768
Diaz Business LLC	1224 Palm Ave	Roseville	CA	95661	(916) 517-0039
ACM Environmental Solutions, LLC **Carlos Morales**	8472 Dartford Drive	Sacramento	CA	95823	(916) 893-4719
ALS Cleaning, LLC **Alicia Soto**	4723 Forest Parkway	Sacramento	CA	95823	(916) 849-6318
Amaya, Jaime 101	8825 Marlin Seas Ct	Sacramento	CA	95828	(916) 616-4017
Amaya, Jaime 146	8825 Marlin Seas Ct	Sacramento	CA	95828	(916) 616-6322
Best Choice Cleaning Solution, Inc	708 Naruth Way	Sacramento	CA	95838	(916) 893 2178
Frausto, Sandra	7264 17th St	Sacramento	CA	95822	(916) 212-2611
Guzman, Jesus	7801 East Pkwy	Sacramento	CA	95823	(916) 420-0619
Leonardo's Cleaning Inc **Guzman, Peter**	7732 Quinby Way	Sacramento	CA	95823	(916) 412-2468
Kumar, Ronesh	3211 Mike Waldron Dr	Sacramento	CA	95835	(916) 317 7305
Serina Lee, LLC **Lee, Serina**	7363 Nelmark St	Sacramento	CA	95822	(916) 524-7642
Navarrete, Jose	5050 Connecticut Dr	Sacramento	CA	95841	(916) 833-0122

Name	Address	City	State	Zip Code	Phone Number
Ortega, Jesus	1146 Azusa St	Sacramento	CA	95833	(916) 248-2028
Pontiflet's Cleaning Service, LLC **Rodney Pontiflet**	9000 Talisman Drive	Sacramento	CA	95826	(916) 661-6641
Prakash Cleaning Service LLC	274 Redondo Ave	Sacramento	CA	95815	(916) 730-8462
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
Siemon, LLC **Liz Monzon**	4460 San Sebastion Way	Sacramento	CA	95823	(916) 617-9872
YG Cleaners, LLC	9966 Redstone Drive	Sacramento	CA	95827	(916) 717-4708
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
JRL Janitorial, LLC **Jerome Leyson**	10425 Tyke Dr	Stockton	CA	95209	(209)224-4186
Ken's Cleaning Services, LLC **Kanyara That**	5118 Arthur Court	Stockton	CA	95212	(209) 817-1160
Khanz Cleaning, LLC **Zurine Khan**	10043 Tizano Drive	Stockton	CA	95212	(209) 423-2361
Mercado Team Enterprises, LLC **Abraham Mercado**	1624 E 13th Street	Stockton	CA	95206	(209) 507-9390
P V Commercial Services **Patrick Martinez**	4822 Kimball Hill Circle	Stockton	CA	95210	(209) 401-0595
P V S Cleaning **Pranit Singh**	2643 Jeremy Court	Stockton	CA	95212	(209) 373-7557

Name	Address	City	State	Zip Code	Phone Number
Rayya & Raina's Janitorial **Fazillat Khan**	4254 Turbigo Court	Stockton	CA	95206	(209) 938-8815
Morvilla'S Janitorial Services, LLC **Glenn Villamor**	2550 Knollwood Lane	Stockton	CA	95206	(209) 915-9072
Quality & Affordable Cleaning Services, LLC **Gina Sewak**	2625 S Monroe Street	Stockton	CA	95206	(209) 423-3505
T & N Janitorial Services **Nepthali Pacheco**	1023 Burns Way	Stockton	CA	95209	(209) 938 8956
California Janitor Services LLC **Andres E Chavez**	1921 Kavana Ave	Tracy	CA	95376	(925) 383-4060
P B & E Cleaning, LLC **Bob Goodwin**	1335 Lankershire Court	Tracy	CA	95376	(310) 433-5744
Saiyad Akhtar	1508 Michael Drive	Tracy	CA	95377	(209) 597-0264
Victor Salvador	435 W Clover Road	Tracy	CA	95376	(209) 623-7696
Ana's Janitorial Service, LLC	PO Box 1379	Turlock	CA	95381	(209) 410-8951
Garcia Family, Inc **Silvia Suarez**	1120 S Rose Street	Turlock	CA	95380	(916) 535-9918
J SM Cleaning Services, LLC **Sergio Villa**	1300 S Tenger Road	Turlock	CA	95380	(209) 380 8774
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
25 Cleaning Services, Inc **Alejandro Bravo**	1265 Federation Court	Turlock	CA	95380	(916) 585-5601
Yaski, LLC **Griselda Aguilar**	7718 Paige Ct	Winton	CA	95388	(209) 948-1621

List of Active Unit Franchisees of RR Franchising, Inc
DBA Vanguard Cleaning Systems of Northern California

Company Name	First Name	Last Name	Phone #	Address	City	State	Zip Code
Odgerel Richardson	Odgerel	Richardson	(415) 336-8016	5309 Woodside Way	Antioch	CA	94531
Calderon Janitorial Services	Rosalyn	Calderon	(925) 382-8881	4900 Canada Valley Road #164	Antioch	CA	94531
Luis Delfin Janitorial Serv	Luis	Delfin	(925) 876-3255	206 Azores Court	Baypoint	CA	94565
Bay Cities	Michael	Beitia	(510) 388-0568	2202 McKinley Avenue	Berkeley	CA	94703
Jose's Cleaning Service	Jose Francisco	Sanchez	(650) 393-9036	111 Highland Ave #B	Burlingame	CA	94010
JB Services	Criss	Jurado	(510) 501-3227	18743 West Cavendish Drive	Castro Valley	CA	94552
Shining Stars Clng Ser LLC	Roxana	Espinoza	(510) 677-3075	2481 Grove Way #3	Castro Valley	CA	94546
BGO Janitorial	Basilio	Gonzalez	(925) 383-1149	1749 Oakmead Dr	Concord	CA	94520
Carlo Cleaning Service LLC	Carlos	Espinoza	(925) 852-8870	1810 Gelbke Lane	Concord	CA	94520
N/A	Carlos	Reinosa Jr	(650) 994-3782	839 Niantic Avenue	Daly City	CA	94014
Jose & Jose Janitorial S	Jose	Guardado	(415) 203-8405	420 Bellvue Ave	Daly City	CA	94014
Nicks Janitorial & Maintenance	Nicolasa	Ampie	(415) 368-4093	PO Box 114	Daly City	CA	94016
N/A	Lawtene	Keopuhiwa	(415) 696-3848	311 88th Street #4	Daly City	CA	94015
N/A	Raquel	Violanda	(415) 405-5420	227 Belhaven Ave	Daly City	CA	94015
K N G , LLC	Khais (Keith)	Baqeezada	(925) 890-1200	4900 Tassajara Road	Dublin	CA	94568
Jaripeo Maintenance Services	Christina	Velasquez	(510) 253-3052	1293 Kilcrease Circle	El Sobrante	CA	94803

Company Name	First Name	Last Name	Phone #	Address	City	State	Zip Code
N/A	Emma	Lopez	(510) 789-6399	4262 Hardwood Street	Fremont	CA	94538
Hudson's Janitorial Service	Leslie	Hudson	(209) 636-1960	876 E Divisadero St #211	Fresno	CA	93721
El Valle Janitorial	Al(Emiro)	Vasquez	(510) 786-8191	656 Medford Ave	Hayward	CA	94541
N/A	Benjamin	Ezeb	(510) 258-3804	25742 Underwood Drive	Hayward	CA	94544
N/A	Savitri	Prakash	(510) 266-2870	27819 Lanai Court	Hayward	CA	94544
Philias Janitorial	Phanor	Izquierdo	(510) 301-6694	323 Burke Drive	Hayward	CA	94544
Danny's Cleaning Systems	Christian	Ruiz	(650) 215-3492	3198 Kelly Street	Hayward	CA	94541
L & B Cleaning Service	Bertha	Dimas	(510) 258-7779	736 Memorial Way #3	Hayward	CA	94541
EZ Cleaning Service	Hector	Arroyo	(650) 834-5048	26183 Eldridge Ave	Hayward	CA	94544
Sophia's Janitorial	Joel	Barron	(650) 218 - 4425	27743 Miami Ave	Hayward	CA	94545
Janitorial Bright Spot	Martina	Lepe	(510) 305-0422	27289 Sleepy Hollow Ave.#203	Hayward	CA	94545
TimaC, LLC	Amit	Charan	(510) 305-2203	1544 D St	Hayward	CA	94541
Revelaes Janitorial	Reninton	Vela-Escudero	(510) 928-5236	1965 Boca Raton St	Hayward	CA	94545
J&M Transporter Services LLC	Manny	Mateo	(650) 303-1573	26124 Gettysburg Avenue	Hayward	CA	94545
Khatim ProGreen Cleaning Ser	Mohammed (Ali)	Kathim	(650) 228-3664	1323 Henderson Lane	Hayward	CA	94544
Alex Janitorial Services	Angela	Martinez	(510) 219-0423	160 Manzanita Place	Hercules	CA	94547
Bigornia Cleaning Service	Violeta	Bigornia	(510) 725-1692	346 Sparrow Drive	Hercules	CA	94547

Company Name	First Name	Last Name	Phone #	Address	City	State	Zip Code
A1 Cleaning & Maintenance	Nathan	Jones	(650) 834-3086	28 Olive Street	Hollister	CA	95023
N/A	Jose	Lemus	(650) 346-1203	1018 Garden Street	Los Banos	CA	93635
MAQ Group LLC	Mohammed	Ishaque	(650) 834-0695	1942 Southwell PL	Manteca	CA	95337
Singh Cleaning	Sobhana	Singh	(510) 780-6857	193 West Aventino Avenue	Mountain House	CA	95391
N/A	Roberto	Barragan	(510) 502-7147	P O Box 1253	Newark	CA	94560
Falcon Cleaning & Janitorial	Jose Alfredo	Falcon	(510) 388-0610	675 Hegenberger Road #240	Oakland	CA	94621
Coverall Thorough Cleaning	Gerald	Naidu	(510) 921-0629	2230 East 21st Street	Oakland	CA	94606
H & N Cleaning Services LLC	Hortensia	Juarez	(510) 978-2899	472 Jones Ave	Oakland	CA	94603
M&A Cleaning Services, LLC	Moises	Montoya	(510) 798-7640	10704 Prince Royal Ct	Oakland	CA	94603
VRH Cleaning Services LLC	Renea	Hopson	(510) 435-8362	3424 66th Avenue	Oakland	CA	94605
N/A	Israel	Garcia	(925) 219-5622	3869 Los Altos Place	Pittsburg	CA	94565
MLB Cleaning Service	Michael	Bolden	(925) 435-3891	198 Pelican Loop	Pittsburg	CA	94565
Alfoli Janitorial Services	Beatriz	Abidog	(209) 981-0621	336 Schooner Way	Pittsburg	CA	94565
E&L Janitorial Services, LLC	Luis	Leon	(925) 451-3119	226 Case Drive	Pittsburg	CA	94565
Frontline Building Maint Inc	Richard	Johnson	(415) 985-4787	150 East 4th Street	Pittsburg	CA	94565
Quality Cleaning Service C	Teresa	Minero	(650) 465-3747	Po Box 5635	Redwood City	CA	94063
N/A	Elisa	Mendoza	(650) 630-1716	3499 East Bayshore Rd #11	Redwood City	CA	94063

Company Name	First Name	Last Name	Phone #	Address	City	State	Zip Code
N/A	Juan	Romero	(650) 679-5664	950 Main St #201	Redwood City	CA	94063
Towering & Beyond Janitorial	Samuel	Cuevas Bello	(650) 315-6681	752 Charter St	Redwood City	CA	94063
Faustino Galbis Janitorial	Faustino	Galbis	(510) 734-5288	726 S 49th Street	Richmond	CA	94804
Carl Carlson Janitorial Svcs	Carl	Carlson	(510) 478-3846	838 Wilson Avenue	Richmond	CA	94805
Sigua Cleaning Services	Leonardo (Leo)	Sigua	(415) 987 8740	1147 Queensland Dr	Richmond	CA	94806
Lores Maintenance	Juan	Lores	(510) 205-7596	601 Pennsylvania Avenue	Richmond	CA	94801
N/A	Virendra	Lal	(650) 892-7274	990 El Camino Real #1	San Bruno	CA	94066
RG Maintenance	Rafael	Gutierrez	(650) 271-2160	649 6th Avenue	San Bruno	CA	94066
CLA Commercial Cleaning SVC	Luis	Chang	(415) 819-1465	463 Silver Avenue	San Francisco	CA	94112
N/A	Ana Maria	Rodriguez	(415) 424-3806	10 Castle Manor, #3	San Francisco	CA	94112
Ernesto Gonzales Bldg Maint	Ernesto	Gonzales	(415) 871-9092	4719 Mission St	San Francisco	CA	94112
N/A	Leodegaria (Gary)	Salas	(408) 656-6007	1783 Seaview Dr	San Jose	CA	95122
N/A	Moises	Bustos	(408) 505-8336	208 Whirlaway Drive	San Jose	CA	95111
Cardoza Janitorial Service	Sergio	Cardoza	(408) 569-2440	663 Lanfair Drive	San Jose	CA	95136
N/A	Happy	LaMonica	(408) 687-6734	5205 Prospect Road #135-154	San Jose	CA	95129
Cerqueda's Janitorial Service	Maura	Vasquez	(408) 806-2720	379 Emerick Ave	San Jose	CA	95127
N/A	Arturo	Pelayo	(408) 660-0250	335 Mandolin Dr	San Jose	CA	95134

Company Name	First Name	Last Name	Phone #	Address	City	State	Zip Code
Alma Urista Janitorial	Jose	Urista	(408) 687-9240	1482 Palmwood Dr	San Jose	CA	95122
Ever Clean Janitorial Service	Maria (Dora)	Carranza	(408) 561-4669	3465 Jerilyn Drive	San Jose	CA	95127
Arturo Pedroza Cleaning	Arturo	Pedroza	(408) 691-3198	111 Sutter Street	San Jose	CA	95110
Quality Service Cleaning, LLC	Perla	San Juan	(408) 775-3652	1464 Midfield Ave	San Jose	CA	95122
Velvet Janitorial Service	Janice	Velez	(510) 709-8006	336 E William Street	San Jose	CA	95112
AR2 Cleaning Services, LLC	Sutthanat (Ray)	Malaithong	(408) 910-6622	881 Selby Lane	San Jose	CA	95127
Services Janitorial A&J, LLC	Andres	Olvera	(408) 625-9390	2219 Pacina Dr #2	San Jose	CA	95116
All Purpose Building Maint	Paul Melvin	Harris	(510) 717-6702	1271 Washington Avenue #298	San Leandro	CA	94577
So Fresh & Clean	Riley	LaFleur	(510) 472-3636	774 Begonia Drive	San Leandro	CA	94578
J & S Coverall Commercial	Deborah	Osorio	(650) 766-7624	2215 S Norfolk Street	San Mateo	CA	94403
Arroyo Janitorial	Maria Angeles	Arroyo	(650) 346-6344	1791 Hamlet Street	San Mateo	CA	94403
S & V Cleaning Services	Victor	Ubau	(650) 218-0349	113 A North Delaware St	San Mateo	CA	94401
Mac's Cleaning Service	Macario	Enriquez	(650) 787-5135	1540 Monte Diablo Ave	San Mateo	CA	94401
Rohani Singh Janitorial	Rohani	Singh	(650) 458-1694	952 S Norfolk St	San Mateo	CA	94401
Edith's House Cleaning Serv	Edith	Palma	(415) 308-9899	2801 13th Street	San Pablo	CA	94806
Francisco Espinoza	Francisco	Espinoza	(415) 297-2651	817 Maple Avenue	South San Francisco	CA	94080
N/A	Octavio	Ocon	(650) 588-7290	1317 Hillside Blvd	South San Francisco	CA	94080

Company Name	First Name	Last Name	Phone #	Address	City	State	Zip Code
N/A	Jose Salvador	Coto Jr	(425) 306-6500	762 Camaritas Avenue	South San Francisco	CA	94080
C R M Building Maintanance	Carlos	Mejia	(650) 219-4960	852 Antionette Lane #G	South San Francisco	CA	94080
My Angels Merchandising & Ser	Erlinda	Aguilar	(415) 318-9431	3771 Radburn Drive	South San Francisco	CA	94080
N/A	Rodrigo	Loya	(209) 814-2648	4153 Ews Woods Blvd	Stockton	CA	95206
RRS Enterprises	Roosevelt	Sloan, Jr	(925) 848-9235	5004 Pier Drive	Stockton	CA	95206
Pedraza Cleaning	Julia	Pedraza	(408) 640-7357	558 Fir Avenue	Sunnyvale	CA	94085
N/A	Jose	Salazar	(408) 891-3122	664 Johanna Avenue, # 2	Sunnyvale	CA	94086
Handy Maid Services	Isabel	Perez Boror	(408) 306-1316	1090 Reed Avenue #15	Sunnyvale	CA	94086
Ray's Janitorial	Malini	Singh	(209) 740-7447	879 Winnipeg Court	Tracy	CA	95304
Powerclean Janitorial	Renzo	Vargas	(925) 895-6186	2617 Spencer Ct	Tracy	CA	95377
Neha's Janitorial Service	Rameeza	Ashik	(510) 912-1546	120 Nabor Lane	Tracy	CA	95377
Performance Clean	Pedro	Maranon	(925) 518-8815	1886 Calaveras Ct	Tracy	CA	95377
JaniSvc	Sigifredo	Delfin	(925) 864-0462	3073 N Main St # 209	Walnut Creek	CA	94597

List of Active Unit Franchisees of RR Franchising, Inc ,
DBA Vanguard Cleaning Systems of Southern California

Company Name / Last Name	First Name	Address	City	State	Zip Code	Telephone
Freedom Clean LLC		625 N Atlantic Blvd #D	Alhambra	CA	91801	626-703-0803
Bermudes	Iliana	410 N Lemon, #1	Anaheim	CA	92805	714-535-0855
Garcia	Salvador	1750 South Easy Way #108	Anaheim	CA	92804	714-563-2396
Govea	Esaul	921 N Claudina Street	Anaheim	CA	92805	714-612-8838
Manzanarez	Floriberto	318 1/2 E Alberta Street	Anaheim	CA	92805	714-5-2-0745
Perez	Manuel	1830 E Romneya Dr #11	Anaheim	CA	92805	714-491-3829
Villegas	Luis	1631 W Pampas Lane #27	Anaheim	CA	92802	714-768-9047
Lemus	Julio	12959 Crowley Street	Arleta	CA	91331	818-920-3794
Marvin Donis Cleaning Services		8800 Zeiler Avenue	Arleta	CA	91331	818-892-5161
Dollar Wise Janitorial Service Inc		P O Box 518	Atwood	CA	92811	714-313-1876
Licea	Juvenal	120 S Virginia Avenue	Azusa	CA	91702	626-201-7280
P&R Cleaning LLC		5433 N Leaf Avenue	Azusa	CA	91702	626-329-1819
Eliz's Cleaning Inc		22228 Dolores St Apt 1	Carson	CA	90745	310-971-1044
Santillan	Alejandro	13459 Mistletoe Avenue	Chino	CA	91710	909-465-6452
Brela Maintenance Services		1718 W 166th Street	Compton	CA	90220	310-884-9859
Jimenez	Jose	201 N Burris Ave	Compton	CA	90221	310-635-9181
Anguiano	Martha	208 S Victoria Street	Corona	CA	92879	951-898-0895
Castillo	Alberto	9062 1/2 Denni Street	Cypress	CA	90630	562-423-5228
Becerra	Maria	8603 Fontana	Downey	CA	90241	562-806-3254
Lobe's Cleaning LLC		13012 Brock Avenue	Downey	CA	90242	562-479-9315
M & E Cleaning Services, LLC		8556 Alameda St	Downey	CA	90242	562-316-6990

Company Name / Last Name	First Name	Address	City	State	Zip Code	Telephone
Valdes	Nelson	10442 Stamps Road	Downey	CA	90241	562- 923-3156
Romero	Antonina	10652 Anselm Drive	Fontana	CA	92337	909-773-8192
Trinh	Claudia	14958 Long View Drive	Fontana	CA	92337	909- 279-9601
Jimenez	Herlinda	26322 Towne Centre Dr #1231	Foothill Ranch	CA	92610	714-636-6812
Azcona Estevez LLC		229 E Commonwealth Ave	Fulerton	CA	92832	626-354-7969
ARYME LLC		2456 W Orangethorpe Ave	Fullerton	CA	92843	714-686-3708
Torres	Maria	1706 W Olive Avenue	Fullerton	CA	92833	714-595-0409
Jimenez	Juan	10391 Park Ave , #A	Garden Grove	CA	92840	714-643-1060
Medrano	Martin	12321 Lampson Avenue	Garden Grove	CA	92840	714-530-8517
MTZ GLZEZ LLC		13096 Blackbird St Space 115	Garden Grove	CA	92843	714-920-8553
Pavia	Fernando	13101 Benton Street, #C1	Garden Grove	CA	92843	714-539-6870
Ruiz	Maria	13096 Blackbird Street #98	Garden Grove	CA	92843	714-494-3095
Orozco	Gabriel	1233 W 164th Street #D	Gardena	CA	90247	310-719-9689
Shimose	Jose	513 Crown Street	Glendora	CA	91740	626-357-0446
Cervantes	Gabriel	1612 W 259th Street	Harbor City	CA	90710	310-530-9861
Dust To Shine Cleaning LLC		1672 259th Place	Harbor City	CA	90710	310-325-3903
Janets Squeaky Cleaners LLC		5838 Stanton Avenue	Highland	CA	92346	909-272-7860
Salazar	Julio	10302 Dalerose Avenue	Inglewood	CA	90304	310-671-5253
Gonzalez	Paula	283 Collwood Avenue	La Puente	CA	91746	626-935-5106
Rocha	Jesus	910 N Duff Avenue	La Puente	CA	91744	626-918-3509
Garcia	Miguel	23301 Ridge Route #188	Laguna Hills	CA	92653	949-306-9417
Maldonado	Elena	25885 Trabuco Rd #238	Lake Forest	CA	92630	949-235-5362
Cervantes	Carlos	24725 Pennsylvania, #A-5	Lomita	CA	90717	310-539-6205

Company Name / Last Name	First Name	Address	City	State	Zip Code	Telephone
A to Z Janitorial Solutions		514 W 37th Street	Long Beach	CA	90806	562-989-1474
Canas	Hector	326 E Eleanor Lane	Long Beach	CA	90805	310-635-2447
Cortes	Martin	2579 Pasadena Ave , #A	Long Beach	CA	90806	562-415-7176
Hernandez	Jose	6475 Atlantic Avenue, #346	Long Beach	CA	90805	562-423-6986
Hernandez	Juana	405 E 20th Street, #B	Long Beach	CA	90806	562-235-0551
Maya	Angelica	405 E 20 Street, #C	Long Beach	CA	90806	562-826-3205
Nieves	Eduardo	1165 Locust #304	Long Beach	CA	90806	562-291-7227
R M Best Cleaning, LLC		650 Linden Avenue #1	Long Beach	CA	90802	562-495-2644
Ardon	Mario	342 W 49th Street	Los Angeles	CA	90037	323-232-1070
Avendano	Ana	144 S Avenue 55, #13	Los Angeles	CA	90042	323-258-6861
Cuevas	Jose	647 Leonard Avenue	Los Angeles	CA	90022	562-391-8689
Garcia	Maria	3436 1/2 Gleason Avenue	Los Angeles	CA	90063	323-263-0183
Lara	Efrain	314 N Gifford	Los Angeles	CA	90063	323-271-6423
Quezada	Alfonso	575 Virginia Avenue	Los Angeles	CA	90038	323-675-8646
RNL LLC		11027 S Hoover Street	Los Angeles	CA	90044	310-600-3904
Romo	Francisco	727 Sadler Avenue	Los Angeles	CA	90022	626-454-4292
Serna	Hugo	3319 Blanchard Street	Los Angeles	CA	90063	323-263-9231
Ramirez	Arturo	11167 Elm Street	Lynwood	CA	90262	310-604-0476
Perez	Abel	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 Rodriguez Cleaning Crew		PO Box 10232	Moreno Valley	CA	92553	626-966-5000

Company Name / Last Name	First Name	Address	City	State	Zip Code	Telephone
Vazquez	Maria del Rocio	14241 Brandt Drive	Moreno Valley	CA	92553	619-980-4550
BCO, LLC		13874 Rockcrest Drive	Moreno Valley	CA	92553	323-354-9568
Harris Holdings LLC		203-1/2 28th Street	Newport Beach	CA	92663	949-294-6974
Garcia	Martha	8204 White Oak Avenue	Northridge	CA	91325	818-802-7716
Adrian Serrano Cleaning Services, LLC		509 N Parkside Drive	Ontario	CA	91764	909-232-2838
M & R Cleaning Systems, Inc		2872 S Lassen Avenue	Ontario	CA	92761	626-961-5932
Corrales	Romilia	7911 Brimfield Avenue, #3	Panorama City	CA	91402	818-787-3990
Gutierrez	Juan	6518 San Mateo Street	Paramount	CA	90723	310- 639-3828
Island Cleaning Service		2047 Delphinium Drive	Perris	CA	92571	951-443-0200
Jimenez	Sergio	21665 Windstone Way	Perris	CA	92570	951-943-0471
Acevedo	Ramiro	9021 Beverly Road #20	Pico Rivera	CA	90660	562-417-0923
Duran	Silvia	4672 Plumosa #16	Placentia	CA	92886	714-561-5821
Espinoza	Maria	1240 N Hamilton Blvd	Pomona	CA	91768	626-250-4065
Paragon Janitorial		222 W McKinley Ave , #16	Pomona	CA	91768	909-629-8278
MTZ Cleaning Services LLC		311 W Chaparral Street	Rialto	CA	92376	909-562-4988
Duran	Maria	9276 Ben Nevis Blvd	Riverside	CA	92509	909-357-0433
Tellez	Azucenna	4338 Ambs Drive	Riverside	CA	92505	951-351-4598
JJKM Cleaning Services LLC		3133 Angelus Ave	Rosemead	CA	91770	323 720 2626
Flores	Luis	2943 Westbourne Place	Rowland Heights	CA	91749	714-315-3124
Cervantes	Ruben	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

Company Name / Last Name	First Name	Address	City	State	Zip Code	Telephone
Ponce	Margarita	32151 Via De Olivia	San Juan Capistrano	CA	92675	949-547-6509
Torres Group Enterprises Inc		32151 Via De Olivia	San Juan Capistrano	CA	92675	949-280-6223
Velazquez Janitorial LLC		32105 Paseo Carolina	San Juan Capistrano	CA	92675	949-434-9659
Martinez Maintenance Services, LLC		809 N Meyler Street	San Pedro	CA	90731	424-250-5100
Diaz	Daniel	2030 W 11th Street	Santa Ana	CA	92703	714-834-9411
Diaz	Reberiano	2030 W 11th Street	Santa Ana	CA	92703	714-955-1062
Duarte	Alejandro	313 N Jackson Street	Santa Ana	CA	92703	909-509-3026
Elizabeth's Cleaning Service		1224 W 6th Street	Santa Ana	CA	92703	714-454-3526
Express OC Facility Services, LLC		1724 S Grand Ave	Santa Ana	CA	92705	714-600-0754
Glorious Cleaning LLC		2927 W Willits Street	Santa Ana	CA	92704	210-540-7033
J B & Leon Corp		1636 E Edinger Ave , Ste O	Santa Ana	CA	92705	714-547-2175
Marsal Cleaning Service		3700 S Plaza Drive, #K211	Santa Ana	CA	92704	714-474-7382
Jimenez	Josefina	1409 Ottawa Drive	Santa Ana	CA	92704	714-287-8419
Reynoso	David	624 S Van Ness Avenue	Santa Ana	CA	92707	714-605-3416
Mona's Janitorial Service, LLC		15219 Tyler Street	Sylmar	CA	91342	818-582-1740
Morales Cleaning Corporation, Inc		14643 Red Hill	Tustin	CA	92280	714-368-9701
Ultimate Cleaning Solutions, Inc		15838 Silvergrove Drive	Whittier	CA	90604	562-943-2924
Lomeli	Debora	12004 Corley Drive	Whittier	CA	90604	562-946-4848
Huerta	Lorena	809 W E Street	Wilmington	CA	90744	310-834-7530

Company Name / Last Name	First Name	Address	City	State	Zip Code	Telephone
Mercedes Cleaning Service LLC		450 N Wilmington Blvd #A107	Wilmington	CA	90744	310-549-5539
Ruperto	Juan	1315 W R Street	Wilmington	CA	90744	310-518-2181
Uchino	Rommelyn	1500 W Pacific Coast Hwy	Wilmington	CA	90744	310-525-4214
Vasquez Romero Cleaning LLC		423 West E Street	Wilmington	CA	90744	310-220-1591

LIST OF ACTIVE UNIT FRANCHISEES OF WINE COUNTRY VENTURES DBA VANGUARD CLEANING SYSTEMS OF THE NORTH BAY

Name	Company Name	Address	City	Zip	State	Phone #
Karen Zarate	Franco's Cleaning	906 East Cotati Ave , Apt B	Cotati	94931	CA	707-393-1746 707-623-6489
William Hyppolite		P O 976	Cotati	94931	CA	
Ana Rose Medina	Medinas Cleaning	2248 Concord Street	Fairfield	94533	CA	707-791-9905
Christina Angcao	Chris Janitorial	907 Oregon St	Fairfield	94533	CA	707-655-2376
Karina Medina		1649 Mathew Drive	Fairfield	94533	CA	510-439-6924
Miryam Avendano		1064 Wood Hollow Circle	Fairfield	94533	CA	650- 207-9808
Nelida Perez	NPM Cleaning Solutions	1756 Mason Road	Fairfield	94533	CA	707-631-6811
Rohith Singh		525 Channel Street	Fairfield	94534-4107	CA	707-980-3061
Elizabeth Tolentino		1104 Peppertree Ct	Fairfield	94533	CA	707-416-8567
Expedito Caermare		4306 Spring Creek Ct	Fairfield	94534	CA	707-853-5631
Greg J Laferrara	Aluna	6490 Front St #112	Forrestville	95436	CA	707-847-5093
Elva Salinas		200 Posada del sol #33	Novato	94949	CA	415-233-1022
Jesus Haime		P O Box 1566	Novato	94948	CA	415-532-6277
Edgar Garcia		1405 Cambridge	Novato	94947	CA	415-827-4061
Elsy Diaz	ERC LLC	712 Lark Ct	Novato	94947	CA	415-261-1026
Addie Tello	Gina's Janitorial Services	20 Woodworth Way	Petaluma	94952	CA	707-293-4545
Jorge Estrada	Estrada's Janitorial Services	P O Box 665	Petaluma	94953	CA	707-696-7396
Abel Guido	Oddissey Cleaning	P O Box 7685	Santa Rosa	95407	CA	707-494-8381
Adrian Hernandez	A H Cleaning	P O Box 2612	Santa Rosa	95405	CA	707-596-1770
Alva Martinez	Alva Martinez Cleaning	314 Recardo Avenue	Santa Rosa	95407	CA	707-235-1488
Javier Mote	Mote's Janitorial	2313 Heidi Place, #1	Santa Rosa	95403	CA	707-696-2417
Laura Valencia	LA Janitorial Services	4225 Sonoma Highway #16	Santa Rosa	95409	CA	707-921-6727
Mayra Lemos	Mayras Cleaning Services	220 Burt Street	Santa Rosa	95407	CA	707-791-9905
Noemi Angel		4038 Sacramento Ave	Santa Rosa	95405	CA	707-228-2114
Salvador Perez	Green Building Maintenance	PO Box 7117	Santa Rosa	95407	CA	707-758-5465
Salud Valdez	Salud Janitorial Services	923 Aston Ave	Santa Rosa	95404	CA	707-228-2297
Teresa Carpenter	Carpenters Cleaning	PO Box 422	St Helena	94574	CA	
Arsenio Soriano		947 Bauman Court	Suisun	94585	CA	707-428-4369

Name	Company Name	Address	City	Zip	State	Phone #
Joseph Naidu	Joseph Janitorial Service	241 Rambler Rose Lane	Suisun City	94585	CA	707-803-2384
Vidya Prasad	Prasad & Son Janitorial	825 Oak Creek Drive	Vacaville	95687	CA	707-372-7969
Miluska Bustamante		1505 Alamo Dr	Vacaville	95687	CA	707-628-0268
Jesus A Apolonio		8348 Bennington Court	Vallejo	94591	CA	707-712-0488
Aida Mora	Mora's Cleaning	120 Maurer Way	Vallejo	94591	CA	707-671-2579
Enrico Mendoza	ERC, LLC	167 Bret Harte Way	Vallejo	94589	CA	707-342-4901
Felix Fernandez	Cedrick's Commercial Cleaning Corp	340 Cimarron Drive	Vallejo	94589	CA	707-641-5542
Irene Borromeo	Crescini's Janitorial	401 Lakeside Drive	Vallejo	94589	CA	707-386-7900
Monika Charan	Charan's Janitorial	220 Hermosa Ave	Vallejo	94590	CA	707-980-2567
Rodan Guillermo		196 Bridlewood St	Vallejo	94591	CA	707-731-2162
James McCready	James McCready Cleaning	730 Ellis Way	Yuba City	95991	CA	530-632-1271

EXHIBIT F

TO THE DISCLOSURE DOCUMENT

List of Former Unit Franchisees of Vanguard Cleaning Systems of the Southern Valley Leaving the Vanguard System

First Name	Last Name	Company Name	Phone	Street Address	City	State	Zip Code
Ron	Wilson	R&R Detail & Janitorial, LLC	(661) 699 9862	8524 Scotch Pine Court	Bakersfield	CA	93311
Ana	Nunez	B&B Cleaning Svcs, LLC	(661) 431-7206	9617 Ravenwood Drive	Bakersfield	CA	93312
Jose	Leon		(661) 823-1103	1576 5th Street	Clovis	CA	93611
Malessa	Trevino	TK Executive Cleaning Svcs, LLC	(559) 750-9560	36241 Road 140	Visalia	CA	93292

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 280
St Paul, MN 55101-2198

New York
Office of the New York Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty Street, 21st Floor
New York, NY 10005
(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
Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

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, Washington 98507-9033

Wisconsin
State of Wisconsin
Office of the Commissioner of Securities
4822 Madison Yards Way, North Tower
Madison, WI 53705

AGENTS FOR SERVICE OF PROCESS

California
California Commissioner of Business Oversight
Department of Business Oversight
One Sansome Street, Suite 600
San Francisco, California 94104

Hawaii
Commissioner of Securities
Department of Commerce and
Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

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

Indiana
Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

Maryland
Securities Commissioner
200 Saint Paul Place
Baltimore, Maryland 21202-2020

Michigan
Department of Attorney General's Office
Consumer Protection Division
G Mennen Williams Building
525 W Ottawa Street
Lansing, Michigan 48913

Minnesota
Commissioner of Commerce
85 7th Place E , Suite 280
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, North Dakota 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
Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Virginia
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 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
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705

EXHIBIT H

TO THE DISCLOSURE DOCUMENT

RENEWAL ADDENDUM TO THE FRANCHISE AGREEMENT

(Subject to Change by Franchisor)

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 Systems 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

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

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

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

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

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

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

10 FEES UNDER EXPIRING AGREEMENT

Retained Fee Rates Regardless of the percentage amounts stated for the following fees in the renewal Franchise Agreement, the fees/percentages provided below are carried forward from Franchisee's Expiring Agreement for the term of the Renewal Agreement

Royalty Fee _____ _____%
Business Support Fee _____%
Special Services Fee _____%

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 _____
Signature

_____
Title

_____
Print Name

*****

FRANCHISEE (Corp or LLC)

_____

(Legal Name of Franchisee Entity)

a_____ _____

Jurisdiction of Formation Corporation or LLC

By _____ _____
Signature Title

_____
Print Name

GUARANTOR(S)

PERCENTAGE OF OWNERSHIP OF FRANCHISEE

_____ _____%

Signature

_____

Printed Name

_____ _____%

Signature

_____

Printed 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

1 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 Further, nothing in this Release shall waive any FRANCHISEE Party's right to testify in an administrative, legislative or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment by a FRANCHISOR Party when a FRANCHISEE Party has been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or the legislature

Waiver of Civil Code Section 1542

FRANCHISEE and each Franchisee Owner for himself and the other 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 or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her would have materially affected his or her settlement with the debtor or released party**

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 any time 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 _____, venue and jurisdiction is expressly declared to be in _____

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 _____ ("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 and agrees 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 meeting Account security requirements, 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 _____ ("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 _____ (__) 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 GENERAL RELEASE OF CLAIMS BY FRANCHISEE AND FRANCHISEE OWNER(S)

Franchisee and each Franchisee Owner for himself and, as applicable, his partners, successors, affiliates, spouse, domestic partner, heirs executors, administrators and personal representatives and anyone claiming through or under them (collectively the "FRANCHISEE Parties"), hereby releases and forever discharges Vanguard Cleaning Systems, Inc and Franchisor and each of their respective predecessors, successors, assigns, partners, affiliates, officers, directors, stockholders, members, employees, agents and other representatives (collectively the "FRANCHISOR Parties") of and from any and all 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, however occurring or arising at any time before, through and including the Effective Date of this Release and Account Transfer Acceptance, including, but not limited to, any claims arising under or relating to the Franchise Agreement, to the fullest extent permitted by law, and any claims Franchisee or Franchisee Owners had, has or may have under your State's Wage and Hours laws ("Released Claims"), 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 Further, nothing in this Release and Account Assignment Acceptance shall waive any FRANCHISEE Party's right to testify in an administrative, legislative or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment by a FRANCHISOR Party when a FRANCHISEE Party has been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or the legislature

Waiver of Civil Code Section 1542

FRANCHISEE and each Franchisee Owner for himself and the other 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 or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her would have materially affected his or her settlement with the debtor or released party

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

FRANCHISEE and each Franchisee Owner understands that if the facts relied upon in making this release are discovered afterwards 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 For avoidance of doubt, this Release does not waive any of Franchisor's prospective obligations under the Franchise Agreement

6 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 _____ under the conditions described in Franchisee's Franchise Agreement

ACCOUNT _____

MONTHLY CONTRACT PRICE $_____**/month**

CLEANING FREQUENCY _____

FIRST CLEANING _____

CAUTION THIS ACCOUNT TRANSFER CONTAINS A FULL RELEASE OF CLAIMS BY YOU PLEASE READ CAREFULLY BEFORE SIGNING

FRANCHISEE OWNERS

By _____, an individual, as of the Effective Date below
Signature

Print Name _____

By _____, an individual, as if the Effective Date below
Signature

Print Name _____

FRANCHISEE (Corporation or LLC) _____
(Legal Name of Franchisee Entity)

Agreed & Accepted _____

Effective 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 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 Owner(s), 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 any time before and up to the Effective Date of this Agreement

However, nothing in this Release shall waive Seller or any Seller's Owner's right to testify in an administrative, legislative or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment by a Franchisor Associate when Seller or any Seller's Owner has been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or the legislature

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 or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her would have materially affected his or her settlement with the debtor or released party**

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"

_____
[Name of SELLER]

By _____

Print Name _____

Title _____

Date _____

All SELLER Owners must sign this Agreement

"Owner"

Individually _____

Print Name _____

Date _____

% Owned of Business Entity Franchisee

_____

"BUYER"

_____
[Name of BUYER]

By _____

Print Name _____

Title _____

Date _____

All BUYER Owners must sign this Agreement

"Owner"

Individually _____

Print Name _____

Date _____

% Owned of Business Entity Franchisee

_____

All BUYER Owners must sign this Agreement

All SELLER\Owners must sign this Agreement

"Owner"

Individually _____

Print Name _____

Date _____

% Owned of Business Entity Franchisee

_____

Owner"

Individually _____

Print Name _____

Date _____

% Owned of Business Entity Franchisee

_____

FRANCHISOR'S CONSENT TO FRANCHISE TRANSFER

Prestige Worldwide Inc dbā 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

Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley

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**

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

Name Joanna Hearron	Michelle Schulz
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	Phone 661-395-3009

Name Jeff Sorrell	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	Phone 661-395-3009

Date of Issuance March 6, 2018

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

Supplement	State Required Addenda
Exhibit A	Franchise Agreement
Exhibit B	Products Package and Price List
Exhibit C	Purchase Agreement
Exhibit D-1	List of Active Unit Franchisees of the Southern Valley
Exhibit D-2	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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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 **Prestige Worldwide Inc dba Vanguard Cleaning Systems of the Southern Valley 5301 Office Park Drive Ste 220 Bakersfield, CA 93309**

vhunt

Friday, May 10 2019
9 52 53
Microsoft Word - McDermott Metal Works D1 4850-7700-7510 v 1 docx

DONAHUE FITZGERALD
ATTORNEYS

BRUCE S EADS
beads@donahue com

1999 Harrison Street, 25th Floor, Oakland, CA 94612-3520
tel (510) 451-3300 fax (510) 451-1527
www donahue com

May 9, 2019

VIA ELECTRONIC AND U.S. MAIL
steve@vondranlegal com

Steven C Vondran, Esq
The Law Offices of Steven C Vondran
2415 East Camelback Road, Suite 700
Phoenix, Arizona 85016

Re Autodesk, Inc ("Autodesk") – McDermott Metal Works Corporation

Dear Mr Vondran

Via letter dated November 15, 2018, Brian Carberry advised we should expect a substantive response regarding requested audit results responsive to my October 19, 2018 letter by January 30, 2019 That did not happen

Via email dated January 17, 2019, you advised that you were working on a substantive response to our request for computer audit investigation results To date, we have not received any such response from your or your client

Via email dated January 23, 2019, you advised that you were going to need additional time to substantively respond to our request for computer audit investigation results due to a flu bug To date, we have received no such response

If your client claims that it has engaged in no unlicensed or unauthorized installation or use of any Autodesk software product, we will close our file on this matter after McDermott Metal Works signs and returns the enclosed Certificate of Compliance

Please have an authorized officer of McDermott Metal Works date and sign the Certificate of Compliance, and return it to me so that I receive it by May 23, 2019

If by May 23, 2019, I fail to receive a signed Certificate of Compliance signed by an authorized officer of your client or, alternatively, requested revisions thereto, I will assume that

your client is unwilling and/or unable to attest to licensing compliance regarding Autodesk software and will advise my client accordingly

Please call me if you have any questions

Very truly yours,

Bruce S Eads

BSE sk
Enclosure

vhunt

Friday, May 10, 2019
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DONAHUE FITZGERALD
ATTORNEYS

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May 9, 2019

VIA ELECTRONIC AND U S. MAIL
steve@vondranlegal com

Steven C Vondran, Esq
The Law Offices of Steven C Vondran
2415 East Camelback Road, Suite 700
Phoenix, Arizona 85016

Re Autodesk, Inc ("Autodesk") – McDermott Metal Works Corporation ("McDermott Metal Works")

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