



FRANCHISE DISCLOSURE DOCUMENT

HOME CLEANING CENTERS OF AMERICA, INC., a Kansas corporation
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Leawood, Kansas 66209
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The Franchisor is offering a franchise for the operation of residential and commercial cleaning services under the name "Home Cleaning Centers of America."

The total investment necessary to begin operation of a Home Cleaning Centers of America franchise is from \$43,300 to \$45,300. This includes \$36,000 that must be paid to the Franchisor for the initial franchise fee, supplies and opening advertising.

This disclosure document summarizes certain provision 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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in a different format, contact Mike Calhoon at the number or web address listed above.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W. Washington DC 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.

The issuance date of this Disclosure Document is March 15, ~~2021~~2022.

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit A.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Home Cleaning Centers of America business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Home Cleaning Centers of America franchisee?	Item 20 or Exhibit A lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About This *Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Kansas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Kansas than in your own state.

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

**COVER PAGE FOR SALE OF FRANCHISES BY
HOME CLEANING CENTERS OF AMERICA, INC. IN THE STATE OF MICHIGAN**

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation or endorsement by the attorney general.

Any questions regarding this Notice should be directed to the office of the attorney general, 670 Law Building, Lansing, Michigan 48913, (517) 373-7117.

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

To simplify the language in this Disclosure Document, "We" or "Home Cleaning Centers" means Home Cleaning Centers of America, Inc., the Franchisor. "You" means the person(s) who buys the franchise. Home Cleaning Centers' principal business address is 4851 134th Street, Suite D, Overland Park, Kansas 66209 (800/767-1118). Home Cleaning Centers is a Kansas corporation, incorporated as A-1 Suburban Home Cleaning, Inc. on January 1, 1982. The name was changed to Home Cleaning Centers of America, Inc. on July 25, 1983. Home Cleaning Centers has no Predecessor, Affiliate, or Parent company.

Home Cleaning Centers has, since its incorporation on January 1, 1982, operated residential and commercial cleaning services of the type to be operated by you. Home Cleaning Centers operated a company owned Home Cleaning Centers of America business in Shawnee Mission, Kansas, which operation was sold in January, 1985 and is now owned and operated by a franchisee. Home Cleaning Centers sold its first home cleaning franchise in March of 1984. Home Cleaning Centers does not offer franchises in any other lines of business.

Home Cleaning Centers is engaged in the sale of franchises for the operation of commercial and residential cleaning services under the name "Home Cleaning Centers of America". The franchises sold by us contain the rights to service an exclusive geographical territory and it is our belief that the territories which we grant are significantly larger than territories granted by competing home cleaning franchises

The franchise consists of the sale of residential and commercial cleaning services, including carpet and upholstery cleaning. You will sell only services and will not be in the business of selling cleaning products to customers.

The market for residential service is expected to be primarily middle and upper income households where both spouses are employed. The market for business is expected to be small businesses, primarily the cleaning of office areas.

You will utilize a common business format and will operate under uniform methods of operation. You will be purchasing certain specified major cleaning materials and equipment and will follow certain cleaning methods and procedures to be outlined by us.

The only governmental regulations pertaining directly to the home cleaning industry are O.S.H.A regulations dealing with the labeling of cleaning supply containers and spray bottles.

Your competition will come from national home cleaning chains and franchises, as well as local individual maids and maid businesses.

ITEM 2

BUSINESS EXPERIENCE

MICHAEL J. CALHOON - Director, President and Treasurer

Michael J. Calhoon is a Director and is President and Treasurer of Home Cleaning. In 1977, he formed his own manufacturer's representative company, doing business under the name Calhoon & Co., Inc. In 1986, he sold his interest in the manufacturer's representative business, and moved to the Kansas City area to join the Franchisor. Mr. Calhoon's own company, Calhoon & Co., Inc., owned a franchise, until it was sold to another franchisee in August, 1991.

JEANNETTE CALHOON - Director, Vice-President and Secretary

Jeannette Calhoon managed the franchise owned by Calhoon & Co., Inc., from October, 1986 to August, 1991. At that time, she joined Home Cleaning as Director, Vice-President and Secretary. Ms. Calhoon has responsibility for the day to day administration of Home Cleaning Centers.

DENNIS JAY FRIESEN – V.P

Mr. Friesen joined us in January, 1996 in a consulting capacity as our Central District Manager, where he has responsibility for servicing the franchisees within a given geographical territory, both in terms of inspections, telephone contact and generally assisting the franchisees in the operation of their businesses. He will also be assisting in selling franchises in his territory, and training those that he sells. From March 1991 to present he has also been the owner and operator of a Home Cleaning Centers of America franchise in Lakewood Colorado.

ROBIN FRIESEN – District Manager

Ms. Friesen joined her husband as a franchisee of ours in Denver in July, 2006. Since January 2012, she has served as our District Manager with her husband in Denver, where she assists in both finding prospective franchisees and training new franchisees.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Each Home Cleaning franchisee is required to execute a Home Cleaning Centers of America, Inc. Franchise Agreement, which governs the operation of the franchised business. You will also be required to pay a non-refundable initial franchise fee of \$12,500, half of which is due

upon signing the Franchise Agreement and the other half upon commencement of training. In addition, you are required to pay us a non-refundable fee of \$3,500, due upon the commencement of training, in consideration for which we will provide you with initial cleaning supplies, equipment and uniforms.

We require you to pay to us Twenty Thousand Dollars (\$20,000) as an advertising fee, before the initial training described in Item XI below. We will spend the \$20,000 for promotional activities in your exclusive franchise zone, during the first few months of operation. We do not derive any profit from this initial advertising fee. There are no other fees or payments for goods or services payable to us or any affiliate of ours before your business opens.

The initial franchise fee described above is uniform for all franchises being offered at this time. We reserve the right to increase the initial franchise fee for franchises being offered in the future. Pursuant to the terms of the Franchise Agreement, the initial franchise fee is not refundable under any circumstances.

ITEM 6 **OTHER FEES**

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty	5% of Gross Sales, up to \$25,000 per month, 4.5% of gross sales if monthly sales exceed \$25,000 but are less than \$100,000; 4% of gross sales if sales are between \$100,000 and \$150,000; 3.5% if sales are between \$150,000 and \$200,000; 3% if sales exceed \$200,000. Revenues generated from one account grossing over \$25,000 /month will be 3%. (1)	10th day of following month	Gross Sales is comprised of all billings, except sales tax
Training & Set-up	No Charge for pre-operation training of 2 employees	Upon billing if more than two trainees	Hotel, meals & pre-approved travel included
Advertising	\$20,000 initially and right to charge 1% of gross receipts in future	Before initial training	Used in our exclusive zone
Audit	Cost of audit	Upon billing	Due if audit shows more than a \$50 underpayment

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Transfer Fee	Sufficient to cover reasonable costs	Prior to transfer	Due if you sell
Renewal Fee	None mandatory; right to charge up to \$5,000	Upon billing	2 ten year renewal terms

(1) If you have a commercial customer that generates over \$25,000 in billings for you in any given month, the royalty for that customer is 3%.

All of the fees described above other than the training expenses are payable to us, as required in the Franchise Agreement. All such fees are non-refundable.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	\$12,500	Lump Sum	1/2 signing 1/2 training	Franchisor
Equipment, Supplies & Uniforms	\$ 4,300(1)	Lump Sum	Before Training	Franchisor
Advertising	\$ 20,000	Lump Sum	Before Training	Franchisor
Software	\$ 0			
Lease of Building	\$ 500(2)	Periodic	Per lease	Lessor
Training	\$ 0			
Additional Funds	\$ 6,000 to \$ 8,000(3)	As Incurred	First five months	Employees, Suppliers, Etc.
TOTAL BASIC PACKAGE	\$43,300 to \$45,300			

1. The figure for equipment, supplies and uniforms consists of \$3,500 of initial cleaning equipment, supplies and uniforms that you buy from us in starting your business, plus approximately \$800 for used office furniture and equipment.

2. The figure of \$500 for the lease of office space is based on one month's rent, for an office containing approximately 500 to 700 square feet.

3. The additional funds figure is based on historical experience, supported by monthly operating figures received from our franchisees. It includes expenses such as salaries, car allowances and other operating expenses incurred during a five month start-up period.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

As described in Item 7 above, the cost of the initial package of equipment, supplies and uniforms is \$3,500, which you will pay to us upon signing of your lease. We estimate that this purchase will constitute 100% of the purchase requirements of most franchisees, assuming that they have a telephone and space at home for an office. The initial supply package is expected to last you up to six months. While the initial equipment and supply package is purchased from us, some of the subsequent supplies and equipment need not be, and may be purchased from any approved suppliers, provided such items have been approved, all as set out in our Operations Manual. We require you to conform to our specifications and standards with respect to the equipment, supplies, uniforms and other material used in connection with the operation of the franchised business.

It is our practice to require that you and the other franchisees purchase all of your cleaning supplies from us, as we have a national account with Zep Manufacturing Company, and are able to provide you with discounts on their products that you would not otherwise be able to obtain. We estimate that the purchase of Zep supplies from us will constitute approximately 90% of your ongoing purchase of inventory and supplies.

When you choose to purchase supplies or equipment from us, we will obviously derive income from any such sales. The prices charged by us are generally lower than or comparable to the prices charged by third parties in the industry, mainly due to our business relations with manufacturers and suppliers. In the year ending December 31, ~~2021~~2020 we derived ~~\$174,007~~137,120 in gross revenues from the sale of equipment and supplies, or about ~~24~~19% of our total revenues of ~~\$720,244~~707,408. We have several approved suppliers for all the cleaning supplies and other products, based on national accounts we have set up with those vendors. We have received a mark-up of 10% on all Zep Manufacturing cleaning supplies purchased by our franchisees.

Our standards and specifications for items such as equipment and supplies are formulated based on our historical experience in the business. You may purchase your vacuum cleaners from other sources, but your uniforms and cleaning supplies are bought from us. We typically specify only one or two options, choosing what we consider to be the highest quality available rather than the least expensive. We keep up with the markets and change specification when we feel that new products offer higher quality. Although the approved items are made known to the franchisees, the actual standards and specifications are not distributed to the franchisees. We periodically review these approved suppliers and ask that you check with us first before purchasing products from someone not yet approved, and then give us a reasonable time to respond. We do not charge you for reviewing an alternative supplier or item that you may suggest. The evaluations are conducted by Mike Calhoon, our President, and he will typically notify you of the results of his evaluation within 30 days. Because your supplies are purchased directly from us and not from a

designated or approved supplier, no vendor pays us any rebates or other fees based on purchases by our franchisees. There are no approved suppliers in which any of our officers own an interest.

There is presently no purchasing or distributing cooperative associated with the franchised system.

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 AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition of lease	Item III of Franchise Agreement	Items 7 and 11
b. Pre-opening purchases and leases	Item VI of Franchise Agreement	Items 6, 7 & 10
c. Site development and other pre-opening requirements	Items III and IV of Franchise Agreement	Items 6, 7 & 11
d. Initial and ongoing training	Item VII of Franchise Agreement	Item 11
e. Opening	Item III of Franchise Agreement	Items 5, 6 & 7
f. Fees	Item VI of Franchise Agreement	Item 11
g. Compliance with standards & policies/ Operating Manual	Items X and XI of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Item XIII of Franchise Agreement	Items 13 & 14
i. Restrictions on products/services offered	Item V of Franchise Agreement	Item 8 & 16
j. Warranty and customer service requirements	Item XVII of Franchise Agreement	
k. Territorial development and sales quotas	Items XIX and I of Franchise Agreement	Item 12
l. Ongoing product/ service purchases	Items VIII and X of Franchise Agreement	Items 8 & 16
m. Maintenance, appearance and remodeling requirements	Item V of Franchise Agreement	None

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
n. Insurance	Item XII of Franchise Agreement	Item 7
o. Advertising	Item IX of Franchise Agreement	Items 1 & 11
p. Indemnification	Item XII of Franchise Agreement	Item 13
q. Owner's participation/ management/staffing	Item V of Franchise Agreement	Item 15
r. Records/reports	Item XI of Franchise Agreement	Item 6 & 11
s. Inspections/ audits	Item XI of Franchise Agreement	Item 6
t. Transfer	Item XIV of Franchise Agreement	Item 17
u. Renewal	Item II of Franchise Agreement	Item 17
v. Post-termination obligations	Item XV of Franchise Agreement	Item 17
w. Non-competition	Item XVI of Franchise Agreement	Item 17
x. Dispute resolution	Item XVIII of Franchise Agreement	Item 17

ITEM 10 **FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

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

Except as listed below, we need not provide any assistance to you:

A. Pre-opening obligations include:

(1) Delivery of our confidential Operations Manual, which Manual will be loaned to you for the term of the Franchise Agreement. (Franchise Agreement -Item IV.b).

B. Our Obligations After Opening. Pursuant to the terms of the Franchise Agreement, we are obligated to provide the following forms of assistance:

(1) Develop, at our discretion and whenever possible, promotional programs and sales campaigns which shall be sent to you to assist you in selling and promoting Home Cleaning services. (Franchise Agreement - Item IV.c).

(2) Perform ongoing supervisory services, rendered by personal visits or telephone, or by newsletters or bulletins, as we may deem necessary or appropriate. (Franchise Agreement - Item IV.d).

(3) Perform additional services as we may hereafter develop and offer to our franchisees. (Franchise Agreement - Item IV.e).

(4) Use our best efforts to maintain the high reputation of Home Cleaning Centers of America. (Franchise Agreement - Item IV).

C. Advertising. The Franchise Agreement provides that you are required to pay us \$20,000 before the initial training. The \$20,000 will be used for promoting and advertising in your exclusive franchise zone. The method and timing of such expenditure will be at your discretion, with our guidance and approval. Franchisees usually spend that money on print advertising, such as fliers, and internet media. The advertising is by definition local, in your own territory. We do not use an outside agency, and prepare the materials in house. If you want to create your own materials for use with the grand opening fund, those materials must be approved by us. While we do not currently charge an advertising fee based on gross sales of your franchise store, we do reserve the right, in the Franchise Agreement, to charge 1% of gross sales in the future, as described below. We do not require you to join a local advertising cooperative.

Currently, we do not have any company owned stores and an Advertising Fund has not yet been established. We cannot, therefore, state whether we will contribute to the Advertising Fund for any company owned stores on the same basis that you and the other franchisees contribute, at such time as the Advertising Fund may be established.

We reserve the right in our Franchise Agreement to require you, in the future, to cooperate with other franchise owners in connection with regional or national advertising and marketing activities. If and when we implement a regional and national advertising program, you will be required to pay 1% of the gross revenues of your business towards such a program. Although not stated in the Franchise Agreement, it is anticipated that at such time as we implement the program, the advertising money and program would be handled as follows:

(i) The Advertising Fees paid by you and the other franchisees will be deposited in an advertising fund administered by us and used only for advertising and promotion for the mutual benefit of all franchisees included within a trade area served by common advertising media.

(ii) Identification of those franchisees included within a trade area served by common advertising media will be made by us in our discretion.

(iii) The selection of media, timing, text and negotiation of cost for such advertising and promotion will be made by us in our sole discretion.

(iv) We will account to you and the other franchisees on a semi-annual basis regarding the expenditures from the advertising fund. The advertising fund will be administered by us separate and apart from all other monies of ours.

Because such a program administered by us is not yet in effect, it is not possible for us to provide any further information concerning it.

We presently handle all direct mail from our office. We charge you \$10 for each mailing "drop", plus a mark-up on the flyers, to cover our costs associated with the advertising program. You have the option of either buying our approved flyers or buying them from another printer and working with your own mailing consolidator. It has been our experience, however, that we are able to do the printing and mailing at a lower cost.

D. Computer Purchases. There are no mandatory computer hardware or software purchase requirements. The business can be operated on a manual basis, although our Home Cleaning Centers proprietary (PIC) software program is available no charge.

E. Operations Manual. The Table of Contents of our 125-page Operations Manual is as follows.

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F. Site Location. You sign a Franchise Agreement granting you a specific area in which to construct and operate your franchised business. You then submit to us one or more sites for the location of your office. We do not select your site. We may make suggestions about sites, but given the nature of our business, the site is generally not critical and we do not have to approve your site. Our only requirement on the site is that you do have to find a location outside of your home for your office and the location has to be within your franchise zone. Because our approval is not required, there cannot be a situation where we fail to agree with you on your proposed office location.

You are not obligated to have more than one office in the exclusive franchise zone at any one given time. You are required to open the Home Cleaning Centers of America Office within a prescribed period of time, with the exact amount of time varying with each franchisee. As a general rule, the opening is to take place within ninety days of execution of the Franchise Agreement. Our experience has been that franchisees will usually open within 60 days after signing a Franchise Agreement. We reserve the right to require any people actively involved in the management or operation of the business to enter into a Confidentiality and Non-competition Agreement.

G. Initial Training. Within 10 days of the execution of the Franchise Agreement, you will designate as many as two individuals, which may include yourself if you are buying the franchise in your individual capacity, for pre-operational training by us.

Training takes place at one of our existing Franchisee's place of business. The training period is five days. The first day is spent working with a cleaning crew. The next two days are

spent going through our 125 page operations manual. The fourth and fifth days are spent in the field, going over bids, checking houses and handling all of the jobs that are done daily in the office, such as confirming with customers on the phone for the next day, putting a schedule together, daily paperwork that goes to our office and daily payroll. Training is done by Dennis and Robin Friesen, our franchisee in Denver. You will spend time in that office during the week's training. These franchisees are paid a training fee for their services. Our President, Mike Calhoon also assists in ongoing training. The experience of these people is set out in Item 2 of this Disclosure Document.

There are no tuition charges for training the initial two individuals and we will reimburse you for pre-approved travel expenses, hotel rooms and reasonable meal expenses incurred by the two trainees during such initial training. You may select more than two employees for training but we reserve the right to charge you tuition and training charges for such additional individual.

The training program described above is mandatory for all new franchisees. You will be required to meet training requirements similar in substance, if not form, to the training programs described above.

We do not have a policy, at this time, on refresher courses for an individual who has already received training as described above.

The initial training program takes place as soon as possible after execution of the Franchise Agreement, and we will train you and one other person as follows:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Overview, Licenses, Insurance, taxes, phone, office, advertising, customer service, office procedures, accounting, trouble shooting, incentive programs, janitorial, autos, banking, software, equipment, supplies, maintenance, hiring, training specialists and supervisors, sales	20 (3 days)	3	Denver, CO
Hiring and training specialists and supervisors, sales	9 (3 days)	14	Denver, CO

ITEM 12 **TERRITORY**

The Franchise Agreement grants you an exclusive right to construct and operate a Home Cleaning Centers of America facility in an area specified in the Agreement. The exclusive territory is based on demographic information available to us. Each territory will include a minimum of 25,000 qualifying households, which are presently defined as a household with an estimated annual

income of over \$75,000. We may not establish any other franchises in the exclusive area described in the Franchise Agreement, nor may we establish any company owned businesses in such area during the term of the Franchise Agreement. We are also prohibited from establishing other franchises or company owned outlets providing similar products under a different trademark or trade name within the exclusive area. You are prohibited from soliciting or performing any business from anywhere inside the exclusive territory of any other Franchisee. You may, however, provide cleaning services to people located outside of the exclusive territory, provided that the people do not live in the territory of another franchisee. You may service a customer in the territory of another franchisee if the customer was a direct referral or if the customer was a customer before the other franchisee signed its Franchise Agreement to obtain the other territory. Because our approval is not required for your business location, you may relocate your office during the term, provided the new location is in your franchise territory and you notify us in advance of the relocation. We do not grant you any express rights or options to establish additional outlets or territories, but will consider any requests along those lines if you are in compliance under your Franchise Agreement and additional territory is available.

The exclusive territorial rights granted to you in the Franchise Agreement will continue in effect so long as such Franchise Agreement is in effect, and such exclusivity is not dependent upon achievement of a certain sales volume, market penetration or other contingency. Neither we nor our affiliates reserve the right to use alternative channels of distribution, such as the internet, to make sales within your Territory of products or services under either the trademarks licensed to you, or otherwise.

ITEM 13 **TRADEMARKS**

We own the service mark "Home Cleaning Centers of America", which is registered on the Principal Register of the United States Patent and Trademark Office, registration number 3448746, registered on June 17, 2008. All affidavits have been filed. The Franchise Agreement does not grant you any rights if we decide to modify or discontinue using one of our trademarks.

There are no currently effective determinations in the Patent and Trademark Office, trademark trial and appeal board, the trademark administrator of this state or any court, any pending infringement, opposition or cancellation: or any pending material litigation involving the trademarks. There are no agreements in effect which significantly limited our rights to use or license the use of said service mark in any manner material to the franchise.

We are not aware of any infringing uses which could materially affect your use of such service mark.

You agree in the Franchise Agreement to indemnify and hold us harmless from all liability which we may incur in connection with the operation of the franchised business by you. This indemnity does not, however, extend to actions brought against us or you by one claiming infringement on such claimant's service mark, trade mark or trade name rights, so long as such claim is based on the proper use by you of the proprietary marks licensed by the Franchise Agreement. Home Cleaning obligates itself in the Franchise Agreement to protect the proprietary

marks and indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the proper use of the marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or copyrights material to the franchise, nor are there any pending patent applications material to the franchise.

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

If the Franchisee is an individual, he is not required by the Franchise Agreement to be actively and directly involved in the operation of the franchised business, although we recommend direct participation. We recommend direct on premises supervision by an individual franchisee, but do not require it, in the Franchise Agreement or elsewhere. There is no requirement that the General Manager who undergoes training be the Franchisee, if the Franchisee is an individual, or that the General Manager be an officer, shareholder or partner of the Franchisee, if the Franchisee is a corporation or partnership. The General Manager is required to successfully complete our training program and be responsible for on premises supervision. You are not required to place any restrictions on your General Manager in terms of non-competition or trade secrets.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The services you may provide to the public is limited to only those prescribed by us in our Operations Manual, and all of those services, and other specifications we may determine from time to time to be appropriate. There are no express limitations on our ability to change those specifications.

You are expected to provide services only to those residences and businesses located within your franchise zone, as determined by our Franchise Agreement.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	Item II	Term is 10 years
b. Renewal or extension of the term	Item II	If you are in good standing, you can renew for 2 additional 10 year terms
c. Requirements for you to renew or extend	Item II	Give written notice and sign new Agreement. You may be asked to sign a contract with materially different terms and conditions than your original contract, but the boundaries of the Territory will remain the same, and the continuing royalty on renewal will not be greater than the continuing royalty that we then impose on similarly-situated renewing franchisees.
d. Termination by you	None	No right (subject to state law)
e. Termination by us without cause		Not permitted
f. Termination by us with cause	Item XV	We can terminate if you default See Appendix
g. "Cause" defined-defaults which can be cured	Item XV	Curable defaults: non-payment of fees, non-reporting, failure to meet Franchise Agreement standards, non-compliance with local law, misuse of marks, loss of approved site, bankruptcy, ownership of competitor, failure to meet Operations Manual standards. All curable defaults may be cured within 10 days after notice.
h. "Cause" defined-defaults which cannot be cured	Item XV	Your bankruptcy, insolvency
i. Your obligations on termination/non-renewal	Item XV	Obligations include completed identification and payment of amounts due
j. Assignment of contract by us	Item XIV	We may assign our rights if assignee agrees to fulfill our obligations

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
k. “Transfer” by you – defined	Item XIV	Includes transfer of contract or assets or ownership change
l. Our approval of transfer by you	Item XIV	We have the right to approve all assignments but will not unreasonably withhold approval
m. Conditions for our approval of transfer	Item XIV	New franchisee qualifies, transfer fee paid, training arranged, release signed by you, all fees owed by you paid, and current Agreement signed by new franchisee
n. Our right of first refusal to acquire your business	Item XIV	Right of first refusal is reserved by us
o. Our option to purchase your business	Item XV	Upon termination or expiration, purchase supplies and equipment, telephone number and customer list
p. Your death or disability	Item XIV	Your estate or beneficiaries can inherit your rights or assign your franchise
q. Non-competition covenants during the term of the franchise	Item XVI	No involvement in competing business (subject to state law)
r. Non-competition covenants after the franchise is terminated or expires	Item XVI	No competing business for 1 year within 30 miles of your franchise zone, cannot open cleaning business that looks like or imitates Home Cleaning, and cannot solicit former customers for 2 years (subject to state law)
s. Modification of the Agreement	Item XVIII	No modifications generally unless agreed to in writing by both parties but Operating Manual subject to change
t. Integration/ merger clause	Item XVIII	Only the terms of the Franchise Agreement are binding (subject to state law). Our integration/merger clause does not waive or release any representation contained in

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		this Franchise Disclosure Document. Any other promise may not be enforceable.
u. Dispute resolution by arbitration or mediation	No provision	No Provision (subject to state law)
v. Choice of forum	Item XVIII	Litigation must be in the state of Kansas, whether state courts or federal courts located therein (SEE APPENDIX) (subject to state law)
w. Choice of law	Item XVIII	Law of the state of Kansas (SEE APPENDIX)

ITEM 18 **PUBLIC FIGURES**

At the time of the effective date of this Disclosure Document, there is no public figure whose name is used in connection with the franchise.

ITEM 19 **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC 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.

~~Other than as provided below, we~~We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mike Calhoun at 4851 134th Street, #D, Leawood, Kansas 66209 or 913 327-5227, the Federal Trade Commission, and the appropriate state regulatory agencies.

This financial performance representation is an historic financial performance representation about a subset of the franchise system's existing outlets, including those that had been open for all of 2019. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

CAUTION: ~~Some outlets have sold this amount. Your results may differ. There is no assurance that you'll earn as much.~~

ANNUAL EXPENSE AND PROFIT ESTIMATES

Number of units / % of total (1)	9/36%	6/25%	3/12%	6/25%
Gross Sales: (2)	\$57,098 \$300,000	\$300 \$500,000	\$500 \$700,000	\$700,000+
Labor average: (3)	75,000	200,000	300,000	500,000
Labor median	102,100	225,200	308,720	540,350
Expenses average: (4)	56,200	73,650	188,250	294,300
Expenses median	57,200	79,350	178,450	244,700
Profit average: (5)	18,100	85,700	114,550	210,350
Profit median	40,700	95,450	112,830	214,950
Percent reaching net 60%	47%	65%	62%	

1) ~~These percentages reflect the percent of all units achieving average gross sales in each column during~~

2020. ~~On 12/31/20, we had 31 franchises, but 24 offices that had been open for the entire year, with some franchisees owning multiple territories. Because the outlets whose performance is represented here are only the ones which had been open a full year, your initial performance during your initial year may not be as strong.~~

2) ~~This forecast is based on 2020 performances by all franchises. The range of annual sales has been from \$45,115 to \$1,455,384.~~

3) ~~Labor figures include gross wages paid to employees. All employees at franchises which have been in business for over one year are typically paid on a commission basis with a medium rate of 50% and are considered full-time employees. Some new franchises choose to pay employees on an hourly basis through a start-up phase.~~

4) ~~The expense projections include insurance, payroll taxes, supplies, driving costs, advertising, royalties, and all related office expenses.~~

5) ~~The profit estimates are before depreciation and taxes.~~

6) ~~Gross sales is comprised of all revenue, reduced by any applicable sales tax.~~

~~The Franchisor requires new Franchisees to pay the Franchisor (\$20,000) at the time of training to fund an advertising program that will be implemented exclusively in the new Franchisee's zone during the first weeks of operation. The Franchisee is required to pay (3-5%) of gross sales to the Franchisor each month as an ongoing royalty.~~

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Systemwide Outlet Summary

For years ~~2018~~2019 to ~~2021~~2020

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2019 2018	31 33	33 31	+2
	2020 2019	33 31	31	-20
	2021 2020	31	31 27	0 -4
Company Owned	2019 2018	0	0	0
	2020 2019	0	0	0
	2021 2020	0	0	0
Total Outlets	2019 2018	31 33	33 31	+2
	2020 2019	33 31	31	-20
	2021 2020	31	31 26	0 -4

Table No. 2

Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)

For Years ~~2018~~2019 to ~~2021~~2020

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Colorado	2019 2018	0 1
	2020 2019	1 0
	2020 2021	0
Indiana Kansas	2019 2018	1 0
	2020 2019	0
	2020 2021	0 1
Texas	2018	0
	2019	0
	2020	0
TOTALS	2019 2018	1
	2019	1
	2020	0
	2021	1

Table No. 3

Status of Franchised Outlets

For Years ~~2018~~2019 to ~~2021~~2020

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of Year
Arizona	2019 2018	0	0	0	0	0	0	0
	2020 2019	0	0 1	0	0	0	0	0 1
	2020 2021	0 1	1 0	0	0	0	0 1	1 0
Arkansas	2019 2018	0	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of Year
	2019 2020	0	0 1	0	0	0	0	0 1
	2020 2021	0 1	1 0	0	0	0	0 1	1 0
California	2019 2018	1	0	0	0	0	0	1
	2020 2019	1	0	0	0	0	0	1
	2020 2021	1	0	0	0	0	0	1
Colorado	2019 2018	7	0	0	0	0	0	7
	2020 2019	7	0	0	0	0	0	7
	2020 2021	7	0	0	0	0	0	7
Georgia	2019 2018	4	0	0	0	0	0	4
	2020 2019	4	0	0	0	0	0 2	4 2
	2020 2021	4 2	0	0	0	0	2 0	2
Illinois	2019 2018	4 3	0	0	0	0	1	3 2
	2020 2019	3 2	0	0	0	0	0	3 2
	2020 2021	3 2	0	0	0	0	0	3 2
Indiana	2019 2018	2	0	0	0	0	0	2
	2020 2019	2	0	0	0	0	0	2
	2020 2021	2	0	0	0	0	0	2
Kansas	2019 2018	2	0	0	0	0	0	2
	2020 2019	2	0	0	0	0	0	2
	2020 2021	2	0	0	0	0	0	2
Kentucky	2019 2018	1	0	0	0	0	0	1
	2020 2019	1	0	0	0	0	0	1
	2020 2021	1	0	0	0	0	0 1	1 0

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of Year
Missouri	2019 2018	5	0	0	0	0	0	5
	2020 2019	5	0	0	0	0	0	5
	2020 2021	5	0	0	0	0	01	54
Nebraska	2019 2018	1	0	0	0	0	0	1
	2020 2019	1	0	0	0	0	0	1
	2020 2021	1	0	0	0	0	0	1
Nevada	2019 2018	1	0	0	0	0	01	40
	2020 2019	40	0	0	0	0	40	0
	2020 2021	0	0	0	0	0	0	0
Ohio	2019 2018	01	40	0	0	0	0	1
	2020 2019	1	0	0	0	0	0	1
	2020 2021	1	0	0	0	0	0	1
Texas	2019 2018	5	0	0	0	0	01	54
	2020 2019	54	0	0	0	0	40	4
	2020 2021	4	0	0	0	0	0	4
Total	2019 2018	3433	30	0	0	0	40	33
	2020 2019	3433	0	0	0	0	2	31
	2020 2021	31	40	0	0	0	24	3427

Table No. 4

Status of Company-Owned Outlets

For Years ~~2018~~2019 to ~~2020~~2021

Column 1 State	Column 2 Year	Column 3 Outlets at Start	Column 4 Outlets Opened	Column 5 Outlets Reacquired from	Column 6 Outlets Closed	Column 7 Outlets sold to Franchisees	Column 8 Outlets at End of Year
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		of Year		Franchisees			
Total	2018 2019	0	0	0	0	0	0
	2020 2019	0	0	0	0	0	0
	2020 2021	0	0	0	0	0	0

Table 5

Projected Openings as of December 31, ~~2020~~2021

Column 1	Column 2	Column 3	Column 4
State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Indiana	0	1	0
Total	0	1	0

A list of names, addresses and telephone numbers of every franchisee whose franchise has, within the twelve-month period immediately preceding the date of this Disclosure Document, been terminated, canceled, not renewed or, who has, during the same time period, otherwise voluntarily or involuntarily ceased to do business pursuant to the Franchise Agreement, or has not communicated with us within the ten weeks prior to the date of application of this registration, is attached to this Disclosure Document on the last page of Exhibit "A". If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not signed any confidentiality clauses with any current or former franchisees which would in any way restrict their ability to speak with you openly about their experience with Home Cleaning Centers.

There are no trademark specific franchisee organizations associated with the franchise system, nor are there any independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit "B" to this Disclosure Document are the financial statements of Home Cleaning Centers (including Balance Sheet, Income Statement, and Statement of Cash Flow) for our most recent fiscal year, ending December 31, ~~2020~~2021, and for the fiscal years that ended December 31, ~~2020~~2019 and December 31, ~~2018~~2019.

ITEM 22
CONTRACTS

Attached to this Disclosure Document as Exhibit "C" is a copy of the Franchise Agreement, which constitutes the only contract or agreement proposed to be used in connection with the sale of the franchised business.

EXHIBIT A
TO HOME CLEANING CENTERS OF AMERICA, INC. DISCLOSURE DOCUMENT
LIST OF FRANCHISEES AS OF DECEMBER 31, ~~2020~~2021

Arizona

~~Louie Picazo~~
~~303 W VanBuren~~
~~Avondale, AZ 85323~~
~~623 248 1928~~

Arkansas

~~Yancey Price~~
~~3719 Harold St~~
~~Little Rock, AR 72118~~
~~501 621 0264~~

California

Linda Pearson
703 S Eugene
Palm Springs, CA 92264
(760) 416-4446

Colorado

Home Service Group
9140 W 100th Ave
Westminster, CO 80021
(303) 466-5175

Home Services Group
(operated out of Westminster office)
(303) 466-5175

Path Mark, Inc
1978 Garrison St
Lakewood, CO 80227
(303) 989-9778

Path Mark Inc.
(operated out of Lakewood office)
(303) 989-9778

Path Mark Inc.
(operated out of Lakewood office)
(303) 989-9778

Home Service Group LLC
2323 S. Troy
Aurora, CO 80014
(303) 755-6200

Carrie & Mike Kaple
2410 n. Powers Blvd..
Colorado Springs, CO 80915
(719) 380-1113

Georgia

Joe Putter
2662 Holcomb Bridge Rd
Alpharetta, GA30022
(770) 455-8777

Joe Putter
(operated out of Alpharetta office)
(770) 455-8777

Illinois

Tim Rehling
620 W Main St
Collinsville, IL 62234
(618) 876-5899

Pam Rush
16545 S. Oak Park Drive
Tinley Park, IL 48331
(708) 532-9601

Indiana

Kip Rose
3600 N. Hobart Rd.
Hobart, IN 46342
(219) 962-2970

Ken & Dean Leffel
5146 E. 65th St.
Indianapolis, IN 46220
(317) 577-0288

Kansas

Brad Calhoon
125 N Chester St
Olathe, KS 66061
(913) 768-6664

~~Alan Hierseman
8971 W. 75th St.
Shawnee Mission, KS 66204
(913) 642-2433~~

Kentucky

~~Michael McBride
1600 Envoy Circle
Louisville, KY 40299
(502) 742-6844~~

Missouri

~~Karen Jarrett
409 Vandiver Drive
Columbia, MO 65202
(573) 443-4733~~

Brad Calhoon
(operated out of the Olathe office)
Overland Park Kansas territory

Missouri

Laurie Rehling & Dan Sanders
689 Big Bend Blvd.
Manchester, MO 63012
(636) 394-8680

Matt Hierseman
4703 NW Gateway
Riverside, MO 64150
(816) 741-0088

Tim Rehling
1327 Caulks Hill Rd.
St. Charles, MO 63303

(314) 926-8066

Tim Rehling
11616 Gravois Rd
Sunset Hills, MO 63128
(314) 372-0246

Nebraska

June Mourgis
1045 N 115th St #150
Omaha, NE 68154
(402) 933-4959

Ohio

Lish Engel
7471 Tyler Blvd Unit R
Mentor, OH
(440-306-8672

Texas

Reggie Edwards
3530 Forest Lane
Dallas, TX 75234
(469) 335-9333

Gary Svehlak
1165 S Stemmons Frwy #118
Lewisville, TX 75067
(972) 219-1840

Michael McBride
6436 Brentwood Stair Rd
Fort Worth, TX 76112
(817) 395-1050

Michael McBride
(operated out of Fort Worth office)
(817) 395-1050

Left the System – 20202021

~~Charles Cantey~~ Owned two territories
~~1337 Canton Rd~~

~~Marietta, GA 30066~~
~~(678) 766-5556~~

Arizona

Louie Picazo
303 W VanBuren
Avondale, AZ 85323
623 248-1928

Arkansas

Yancey Price
3719 Harold St
Little Rock, AR 72118
501 621-0264

Kansas

Alan Hierseman (Transfer to Brad Calhoon)
8971 W. 75th St.
Shawnee Mission, KS 66204
(913) 642-2433

Kentucky

Michael McBride
1600 Envoy Circle
Louisville, KY 40299
(502) 742-6844

Missouri

Karen Jarrett
409 Vandiver Drive
Columbia, MO 65202
(573) 443-4733

EXHIBIT B
OF DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS

HOME CLEANING CENTERS OF AMERICA, INC.

FINANCIAL STATEMENTS

Years Ended December 31, 2021, 2020, and 2019

HOME CLEANING CENTERS OF AMERICA, INC.
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ENESTVEDT & CHRISTENSEN, LLP

CERTIFIED PUBLIC ACCOUNTANTS

200 WEST HIGHWAY 13 • SUITE 200
BURNSVILLE, MINNESOTA 55337

952.894.7880 • FAX 952.894.2141
WWW.ENESTVEDT.COM

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Home Cleaning Centers of America, Inc.
Overland Park, Kansas

Opinion

We have audited the accompanying financial statements of Home Cleaning Centers of America, Inc. (a Kansas corporation), which comprise the balance sheets as of December 31, 2021, 2020, and 2019, and the related statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Home Cleaning Centers of America, Inc. as of December 31, 2021, 2020, and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Home Cleaning Centers of America, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Home Cleaning Centers of America, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Home Cleaning Centers of America, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Home Cleaning Centers of America, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

March 15, 2022

Ernst & Young, LLP

HOME CLEANING CENTERS OF AMERICA, INC.
BALANCE SHEETS
December 31, 2021, 2020, and 2019

	ASSETS		
	2021	2020	2019
CURRENT ASSETS			
Cash on hand and in banks	\$ 55,465	\$ 69,550	\$ 91,539
Cash - escrow account	26,550	39,417	15,540
TOTAL CASH	<u>82,015</u>	<u>108,967</u>	<u>107,079</u>
Accounts receivable	59,486	63,147	65,653
Inventory	2,100	2,100	2,100
Security deposit	2,100	2,100	2,100
Prepaid expenses	4,559	717	709
Prepaid income taxes	<u>2,017</u>	<u>7,674</u>	<u>4,289</u>
TOTAL CURRENT ASSETS	152,277	184,705	181,930
PROPERTY AND EQUIPMENT, NET	<u>113,271</u>	<u>-</u>	<u>-</u>
TOTAL ASSETS	<u>\$ 265,548</u>	<u>\$ 184,705</u>	<u>\$ 181,930</u>

See accompanying notes to financial statements.

HOME CLEANING CENTERS OF AMERICA, INC.
BALANCE SHEETS
December 31, 2021, 2020, and 2019

LIABILITIES AND STOCKHOLDERS' EQUITY

	<u>2021</u>	<u>2020</u>	<u>2019</u>
CURRENT LIABILITIES			
Current portion of long - term debt	\$ 11,434	\$ -	\$ -
Escrow accounts	26,550	39,417	15,540
Accounts payable	10,585	17,358	15,737
Payroll taxes payable	<u>88</u>	<u>220</u>	<u>193</u>
TOTAL CURRENT LIABILITIES	<u>48,657</u>	<u>56,995</u>	<u>31,470</u>
LONG - TERM LIABILITIES			
Long - term debt, net of current portion	<u>62,408</u>	<u>-</u>	<u>-</u>
TOTAL LONG - TERM LIABILITIES	<u>62,408</u>	<u>-</u>	<u>-</u>
TOTAL LIABILITIES	<u>111,065</u>	<u>56,995</u>	<u>31,470</u>
STOCKHOLDERS' EQUITY			
Common stock, \$10 par value, 7,493 shares issued and outstanding, 100,000 authorized	74,230	74,230	74,930
Additional paid in capital	108,729	108,729	118,029
Accumulated deficit	<u>(28,476)</u>	<u>(55,249)</u>	<u>(42,499)</u>
TOTAL STOCKHOLDERS' EQUITY	<u>154,483</u>	<u>127,710</u>	<u>150,460</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u><u>\$ 265,548</u></u>	<u><u>\$ 184,705</u></u>	<u><u>\$ 181,930</u></u>

See accompanying notes to financial statements.

HOME CLEANING CENTERS OF AMERICA, INC.
 STATEMENTS OF INCOME
 Years Ended December 31, 2021, 2020, and 2019

	<u>2021</u>	<u>2020</u>	<u>2019</u>
REVENUE	\$ 707,408	\$ 720,244	\$ 807,618
COST OF SALES	<u>124,342</u>	<u>168,353</u>	<u>177,523</u>
GROSS PROFIT	583,066	551,891	630,095
OPERATING EXPENSES	<u>550,636</u>	<u>568,026</u>	<u>630,003</u>
INCOME (LOSS) BEFORE INCOME TAXES	32,430	(16,135)	92
INCOME TAXES (BENEFIT)	<u>5,657</u>	<u>(3,385)</u>	<u>1,401</u>
NET INCOME (LOSS)	<u><u>\$ 26,773</u></u>	<u><u>\$ (12,750)</u></u>	<u><u>\$ (1,309)</u></u>

See accompanying notes to financial statements.

HOME CLEANING CENTERS OF AMERICA, INC.
STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
Years Ended December 31, 2021, 2020, and 2019

	Common Stock	Additional Paid In Capital	Accumulated Deficit	Total Stockholders' Equity
BALANCE - December 31, 2018	\$ 74,930	\$ 118,029	\$ (41,190)	\$ 151,769
Net loss	<u>-</u>	<u>-</u>	<u>(1,309)</u>	<u>(1,309)</u>
BALANCE - December 31, 2019	74,930	118,029	(42,499)	150,460
Net loss	-	-	(12,750)	(12,750)
Buy - back of common stock, 70 shares	<u>(700)</u>	<u>(9,300)</u>	<u>-</u>	<u>(10,000)</u>
BALANCE - December 31, 2020	74,230	108,729	(55,249)	127,710
Net income	<u>-</u>	<u>-</u>	<u>26,773</u>	<u>26,773</u>
BALANCE - December 31, 2020	<u>\$ 74,230</u>	<u>\$ 108,729</u>	<u>\$ (28,476)</u>	<u>\$ 154,483</u>

See accompanying notes to financial statements.

HOME CLEANING CENTERS OF AMERICA, INC.
STATEMENTS OF CASH FLOWS
Years Ended December 31, 2021, 2020, and 2019

	<u>2021</u>	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income (loss)	\$ 26,773	\$ (12,750)	\$ (1,309)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation	3,906	-	-
(Increase) decrease in:			
Accounts receivable	3,661	2,506	(5,342)
Prepaid expenses	(3,842)	(8)	4,469
Prepaid income taxes	5,657	(3,385)	(718)
Increase (decrease) in:			
Accounts payable	(6,773)	1,621	(7,432)
Escrow payable	(12,867)	23,877	(8,518)
Payroll taxes payable	(132)	27	109
NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	<u>16,383</u>	<u>11,888</u>	<u>(18,741)</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of property and equipment	<u>(41,591)</u>	<u>-</u>	<u>-</u>
NET CASH USED FOR INVESTING ACTIVITIES	<u>(41,591)</u>	<u>-</u>	<u>-</u>
CASH FLOWS FROM FINANCING ACTIVITIES			
Payments on note payable	(1,744)	-	-
Payment for stock buy - back	<u>-</u>	<u>(10,000)</u>	<u>-</u>
NET CASH USED FOR FINANCING ACTIVITIES	<u>(1,744)</u>	<u>(10,000)</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH	(26,952)	1,888	(18,741)
CASH AT BEGINNING OF YEAR	<u>108,967</u>	<u>107,079</u>	<u>125,820</u>
CASH AT END OF YEAR	<u>\$ 82,015</u>	<u>\$ 108,967</u>	<u>\$ 107,079</u>
SUPPLEMENTARY DISCLOSURE OF CASH FLOW			
Noncash proceeds via debt financing for vehicle purchase	<u>\$ 75,586</u>	<u>\$ -</u>	<u>\$ -</u>

See accompanying notes to financial statements.

HOME CLEANING CENTERS OF AMERICA, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2021, 2020, and 2019

NOTE 1 - NATURE OF BUSINESS

Home Cleaning Centers of America, Inc., incorporated in the State of Kansas, is a franchiser of its home cleaning service systems. Revenue is derived from each franchisee based on a franchise fee, royalty and service fees based on gross receipts, and the sales of certain proprietary supplies and support materials.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF ACCOUNTING - The Company's policy is to prepare its financial statements in conformity with generally accepted accounting principles.

REVENUE RECOGNITION - In 2019, the Company adopted ASC 606, Revenue from Contracts with Customers, which amended the existing accounting standards for revenue recognition. The adoption of this new revenue standard does not have a significant impact on the amount and timing of revenue recognized in the Company's financial statements. Based on the Company's evaluation process and review of its contracts with customers, the timing and amount of revenue recognized previously is consistent with how revenue is recognized under the new standard. No changes were required to previously reported revenues as a result of the adoption.

ACCOUNTS RECEIVABLE - Accounts receivable represent amounts due from franchisees for royalties and supplies. No allowances for bad debts are recorded, as all receivables are considered collectible. If a debt is determined to be uncollectible, it is written off in the period of that determination. Bad debt expenses for the years ended December 31, 2021, 2020, and 2019 were \$0 for each year.

PROPERTY AND EQUIPMENT - The Company follows the practice of capitalizing all expenditures in excess of \$500 for property and equipment at cost. Depreciation for furniture and fixtures is provided over the estimated useful lives (ranging from 3 to 7 years) of the respective assets on a straight line basis. Depreciation for vehicles is provided over the estimated useful lives of 5 years. Routine repairs and maintenance are expensed as incurred.

ADVERTISING - The Company expenses all advertising costs as they are incurred. Advertising expenses for the years ended December 31, 2021, 2020, and 2019 were \$31,764, \$35,885, and \$37,953, respectively.

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

ESCROW ACCOUNTS - Escrow accounts represent prepayments by the franchisees for supplies and advertising materials. As the supplies and advertising materials are used, the escrow accounts are reduced. The escrow account cash balance is offset by the corresponding escrow payable.

SUBSEQUENT EVENTS - Subsequent events have been evaluated through March 15, 2022, which is the date the financial statements were available to be issued.

HOME CLEANING CENTERS OF AMERICA, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2021, 2020, and 2019

NOTE 3 - PROPERTY AND EQUIPMENT

Property and equipment consists of:

	2021	2020	2019
Furniture and fixtures	\$ 31,433	\$ 31,433	\$ 31,433
Vehicle	117,177	-	-
Less accumulated depreciation	(35,339)	(31,433)	(31,433)
	<u>\$ 113,271</u>	<u>\$ -</u>	<u>\$ -</u>

NOTE 4 - LONG - TERM DEBT

In October 2021, the Company entered into a \$75,586 note payable with a bank, with an interest rate of 3.99%, secured by a vehicle. The Company is obligated to pay monthly payments of principal and interest of \$1,184, with the balance due November 2027. The outstanding balance on the note was \$73,842, \$0, and \$0 as of December 31, 2021, 2020 and 2019, respectively.

Future minimum payments are as follows for the years ending December 31:

2022	\$ 11,434
2023	11,898
2024	12,382
2025	12,885
2026	13,409
Thereafter	11,834
	<u>\$ 73,842</u>

NOTE 5 - RELATED PARTY TRANSACTIONS

The Company is obligated under an operating lease with its majority stockholder for office space. (See Note 6)

NOTE 6 - LEASE COMMITMENTS

The Company entered into a lease for its office space from its majority stockholder. The five year lease was effective October 1, 2007 at a rate of \$4,000 per month and has been extended through December 31, 2022. The lessee pays for general repairs and maintenance and must maintain liability insurance. Total office rental expense under the lease for the years ended December 31, 2021, 2020 and 2019 was \$61,184, \$61,697, and \$62,118, respectively.

As of December 31, 2021, the Company has lease agreements for three vehicles with monthly payments of \$1,118, \$896 and \$766, expiring in May 2023, February 2024 and July 2024, respectively. The Company also leased two vehicles with monthly payments of \$928 and \$1,263 which expired in September 2021 and October 2021, respectively. Vehicle lease expense was \$44,798, \$48,549, and \$45,508 for 2021, 2020 and 2019, respectively.

The Company has entered into other nominal leases during the normal course of business.

Future minimum lease payments are as follows for the years ending December 31:

2022	\$ 81,362
2023	25,539
2024	7,156
	<u>\$ 114,057</u>

HOME CLEANING CENTERS OF AMERICA, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2021, 2020, and 2019

NOTE 7 - CONSULTING COMMITMENTS

The Company has made a commitment to a company for consulting services for 2022 based on the number of offices managed and related travel expenses. Consulting expense for the years ended December 31, 2021, 2020 and 2019 was \$59,707, \$55,438, and \$71,201, respectively.

NOTE 8 - EMPLOYEE BENEFIT PLAN

Effective November 19, 1999, the Company established a Simplified Employee Pension (SEP) Plan whereby eligible employees may receive a Plan contribution of up to 25% of annual compensation. The Plan was amended in 2003. The Company's contribution to the Plan was \$45,000, \$40,000, and \$42,500 for the years ended December 31, 2021, 2020 and 2019, respectively.

NOTE 9 - FRANCHISES

Upon the sale of a franchise license, the Company is to provide: training of the franchisee to operate a Home Cleaning Centers of America business, a confidential operations manual, promotional programs and sales campaigns, ongoing supervisory services, and will provide advertising services to the franchisee during the initial year of the agreement. As of December 31, 2021, all new franchisees have completed the training program.

The Company sold zero, two, and zero franchise licenses during 2021, 2020, and 2019, respectively. Franchise fee revenue for the years ended December 31, 2021, 2020 and 2019 was \$0, \$25,000, and \$0, respectively.

The Company receives royalties based on gross receipts of the franchised businesses. Royalties received from franchisees for the years ended December 31, 2021, 2020 and 2019 were \$562,491, \$506,602, and \$606,633, respectively.

As of December 31, 2021, 2020 and 2019, the Company had 28, 33, and 31 active franchisee entities, respectively.

NOTE 10 - INCOME TAXES

Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due and refundable for the period.

Income tax expense (benefit) consists of:

	2021	2020	2019
Federal	\$ 5,479	\$ (3,385)	\$ 1,235
State of Kansas	178	-	166
	<u>\$ 5,657</u>	<u>\$ (3,385)</u>	<u>\$ 1,401</u>

NOTE 11 - RISKS AND UNCERTAINTIES

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) as a pandemic, which continues to spread throughout the United States. As a result, the Company experienced a decline in revenue. While the disruption is expected to be temporary, there is uncertainty around the duration. The Company expects this matter to negatively impact their operations, results of operations, and financial position, but the related financial impact cannot be reasonably estimated at this time.

ENESTVEDT & CHRISTENSEN, LLP

CERTIFIED PUBLIC ACCOUNTANTS

200 WEST HIGHWAY 13 • SUITE 200
BURNSVILLE, MINNESOTA 55337

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CONSENT

Enestvedt & Christensen, LLP consents to the use in the Franchise Disclosure Document by Home Cleaning Centers of America Inc., ("Franchisor"), issued on March 15, 2022, as it may be amended, of our report dated March 15, 2022, relating to the financial statements of Franchisor for the periods ending December 31, 2021, 2020 and 2019.

Enestvedt & Christensen, LLP

EXHIBIT C
TO DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

HOME CLEANING CENTERS OF AMERICA, INC.

FRANCHISE AGREEMENT

Franchisee:

Location:

Date:

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HOME CLEANING CENTERS OF AMERICA, INC.

FRANCHISE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 202_, by and between Home Cleaning Centers of America, Inc., a Kansas corporation, with principal offices in Leawood, Kansas (hereinafter called the "Franchisor"), and (hereinafter referred to as the "Franchisee").

WHEREAS, Franchisor has expended time, effort and money to develop and obtain knowledge in the business of operating and franchising distinctive residential and office cleaning services under the name of "Home Cleaning Centers of America" and has established successfully a reputation, demand and goodwill for such business under the name "Home Cleaning Centers of America" which signifies the highest standards of management and supervision relating to the above described activities (hereinafter referred to as the "System");

WHEREAS, Franchisor identifies the System by means of certain service marks, logos, emblems, and indicia of origin (hereinafter referred to as the "Proprietary Marks"), including but not limited to the service mark "Home Cleaning Centers of America", and such other trade names, service marks and trademarks as may be designated now or hereafter by Franchisor (in the confidential Operating Manual or otherwise in writing) for use in connection with the System;

WHEREAS, Franchisee recognizes the benefits to be derived from being identified with and licensed by Franchisor and being able to utilize the System and the licensed rights which Franchisor makes available to its franchise owners in which to obtain a franchise from Franchisor for that purpose, as well as to receive the training and other assistance provided by Franchisor in connection therewith; and

WHEREAS, Franchisor is willing to grant to Franchisee a license to operate a business using the System in the territory described hereinbelow and to assist Franchisee in the operation of such business.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter provided and for other good and valuable consideration and to evidence the agreement of the parties, it is hereby agreed as follows:

ITEM I

LICENSED RIGHTS

Subject to and in accordance with the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee the exclusive right to operate an office of Home Cleaning Centers of America, in the franchise zone described in Exhibit A, attached hereto. Franchisee shall have such office open and in operation on or before _____.

Franchisor shall not, either individually or in partnership or in conjunction with any person, firm or company, whether as principal, agent, shareholder or employee or in any other manner whatsoever, directly or indirectly carry on or be engaged in or concerned with, lend money to, guarantee the debts or obligations of a Home Cleaning Centers of America operation, or franchise or license others to do so within the franchise zone set forth on Exhibit A, nor shall Franchisor own or operate or franchise others to operate a business with a similar format within said exclusive territory.

Franchisee acknowledges that it has no rights to use any of the Licensed Rights or any part of the System anywhere outside of the area described above, and Franchisor may license to others or use the Licensed Rights itself outside of the franchise zone in any manner it chooses, in its sole discretion.

Franchisee hereby accepts said grant, franchise and license and agrees to maintain its licensed business in accordance with the Franchisor's plans and specifications, including the Home Cleaning Centers of America System and all manuals and procedures as revised from time to time, and in accordance with the terms and conditions of this Agreement.

ITEM II

TERM

Unless sooner terminated as hereinafter provided, this Agreement shall expire ten (10) years from the date first above written. Franchisee shall have the right, if not then in default hereunder, to renew this Agreement for two additional ten (10) year terms by giving written notice to Franchisor no less than ninety (90) days prior to the scheduled expiration of the original or first extended term. Franchisor reserves the right to charge Franchisee a renewal fee not to exceed \$5,000 and Franchisee shall be required to execute the then current Franchise Agreement for the continued operation of its Home Cleaning Centers of America franchise business licensed hereby, which Agreement may require increased royalties and other fees. SEE APPENDIX

ITEM III

SITE LOCATION

Franchisee shall submit to Franchisor one or more sites for the location of its Home Cleaning Centers of America office. The site must be within the franchise zone and may not be located in a residence. Franchisor approval of the site is not required, but Franchisor may offer

suggestions about proposed sites. Franchisee shall not be obligated to have more than one office within the exclusive area at any one given time. Franchisee shall not relocate its office within said territory without the prior written approval of Franchisor.

ITEM IV

SERVICES BY FRANCHISOR

Franchisor agrees during the term this Agreement to use its best efforts to maintain the high reputation of Home Cleaning Centers of America and in connection therewith to make available the following services:

(a) Training of the Franchisee to operate a Home Cleaning Centers of America business through Franchisor's training program. Training shall be given at a time and place designated by Franchisor. Franchisor will reimburse Franchisee's pre-approved travel expenses and will put the trainees up at motel of Franchisor's choosing, at Franchisor's expense, and will reimburse Franchisee for reasonable meal expenses incurred during training.

(b) Franchisor will deliver to Franchisee the confidential Operations Manual of the Franchisor, which Manual will be loaned to Franchisee for the term hereof.

(c) The Franchisor shall develop, whenever possible, and in its discretion, promotional programs and sales campaigns which shall be sent to the Franchisee to assist him in selling and promoting Home Cleaning Centers of America services.

(d) Franchisor shall form ongoing supervisory services, rendered by personal visits or telephone, or by newsletters or bulletins, as Franchisor may deem necessary or appropriate.

(e) Franchisor shall perform additional services as may hereafter be developed and offered by Franchisor to its Franchisees.

(f) Franchisor will provide advertising services to the Franchisee during the initial year of Franchisee's operations, as more particularly described in Item IX below.

ITEM V

STANDARDS AND UNIFORMITY OF OPERATION

Franchisee agrees that Franchisor's special standardized System and adherence to the Operations Manual, delivered upon payment of the initial franchise fee, are essential to the operation and image of a Home Cleaning Centers of America business. In recognition of the mutual benefits accruing from maintaining uniformity within the System, it is mutually covenanted and agreed as follows:

(a) Franchisee agrees that it will operate its Home Cleaning Centers of America business in accordance with the standards, specifications and procedures set forth in the Operations Manual. Said Manual shall be furnished in confidence and Franchisee shall exercise all reasonable care to keep all said information in confidence and shall not disclose it to anyone except to the extent necessary to operate said business. Franchisee further agrees that changes in such standards, specifications and procedures as set forth in the Operations Manual may become necessary from time to time and agrees to operate its Home Cleaning Centers of America business in accordance with such modifications, revisions and additions to the Operations Manual as Franchisor, in the exercise of its judgment, makes from time to time.

(b) Franchisee shall only utilize the products and equipment and shall only perform those services currently and from time to time prescribed by Franchisor. Franchisee shall comply with the instructions set forth in the Operations Manual and follow all other standards, instructions, formulas and specifications furnished by Franchisor for the operation of all Home Cleaning Centers of America businesses.

(c) Franchisee agrees that it will cause its employees to wear apparel which conforms to the design and style approved by Franchisor from time to time, and bearing the Home Cleaning Centers of America service mark.

(d) Franchisee shall obey any and all applicable laws and regulations of any governmental or political body.

(e) Franchisee shall conduct no business at its Home Cleaning Centers of America location other than the Home Cleaning Centers of America business franchised hereby.

(f) Franchisee may not advertise outside of its franchise zone and may service customers outside of said zone only if such customers are not located within the franchise zone of any other franchisee of the Franchisor. It is further agreed that if Franchisee is servicing a customer located outside the franchise zone granted hereby and a new franchisee is granted a franchise zone which includes such location, Franchisee herein may continue to service such customer and location, but only the customer then being serviced and only at that specific location. In other words, if the customer relocates or ownership of the customer changes hands, the Franchisee herein may no longer service such customer or location.

ITEM VI

FEES AND CHARGES

Franchisee agrees in consideration for the franchise granted herein to pay a franchise fee and a monthly royalty as follows:

(a) A non-refundable initial franchise fee of \$12,500, shall be due and payable to the Franchisor as follows: one-half is due and payable upon execution of this Agreement and the remaining one-half is due and payable on or before the date on which the Franchisee arrives for its initial training, as described in Item VII below.

(b) A non-refundable fee of \$3,500 for an initial package of equipment, supplies and uniforms. This fee is fully due and payable before the Franchisee arrives for training.

c) As a royalty and service fee, a sum based on gross sales of the franchised business, payable monthly by the tenth day of each month for the preceding month's sales. Should gross sales for any month not exceed \$25,000.00, the royalty for such month will be 5% of such sales. Should such monthly gross sales equal or exceed \$25,000.00 but not equal or exceed \$100,000.00, the royalty shall be 4.5% of such sales. Should monthly gross sales equal or exceed \$100,000.00, but not exceed \$150,000 the monthly royalty shall be 4% of such sales. Should such monthly gross sales equal or exceed \$150,000, but not exceed \$200,000 the monthly royalty shall be 3.5% of such sales. Should monthly gross sales equal or exceed \$200,000 the monthly royalty shall be 3%. If the franchised business has any single commercial customer that generates more than \$25,000 in sales in any given month, the royalty for that customer will be 3% for that one customer for that month. The term "gross sales" as used in this Agreement shall mean the amount of money charged in consideration for the performance of cleaning and other authorized services by Franchisee, wherever performed, subject to the limitations set forth in Item V(e) above.

ITEM VII TRAINING

Within ten (10) days of the execution of this Agreement, Franchisee shall designate as many as two individuals, which may include Franchisee if Franchisee is an individual, for pre-operational training by Franchisor. Franchisor shall maintain a training center and shall determine the training period necessary to adequately train said individuals and shall determine when said individuals have satisfactorily completed training. There shall be no tuition charges for training the initial two individuals and the Franchisor will pay pre-approved travel expenses and will pay for the motel accommodations and reasonable meal expenses of such trainees, while in training. The Franchisee may select additional employees for training by Franchisor and Franchisor reserves the right to charge Franchisee tuition and training charges of at least \$2,000.00 for such additional individual, and Franchisee will be responsible for all expenses relating to travel, room, board and salaries of such individual or individuals.

ITEM VIII CONTINUING SERVICE AND INSPECTION

Franchisor shall furnish to Franchisee from time to time such merchandising and operating aids and servicing and printed materials in connection therewith which are furnished to all other Franchisees. Franchisor shall also, upon reasonable written request by Franchisee, furnish services to Franchisee to aid in the solution of specific problems encountered by Franchisee which are

beyond the scope of Franchisor's obligation of general supervision and reasonable consultation. Franchisee shall reimburse Franchisor promptly for its actual time expended and its actual expenses incurred in aiding Franchisee with such problems.

ITEM IX **ADVERTISING**

(a) The Franchisee shall pay to the Franchisor the sum of Twenty Thousand Dollars (\$20,000), to be paid in cash, before the Franchisee's pre-operational training, as described in Item VII above. The Franchisor agrees to utilize such sum in promotional and advertising efforts within the Franchisee's franchise zone, with the entire amount to be spent within the first few months of Franchisee's operations. The methods and timing of expenditure of such sum by the Franchisor shall be decided jointly by the Franchisor and the Franchisee.

(b) Franchisor does not require the Franchisee to spend any specific sum on local advertising but strongly recommends that the Franchisee advertise locally during the start-up period of the Franchise.

(c) Franchisor reserves the right to require Franchisee to cooperate with other franchise owners in connection with regional or national advertising and marketing activities. Recognizing the value of regional and national marketing and advertising and the importance of standardizing such programs to further the regional and national goodwill and public image of Home Cleaning Centers of America, Franchisor reserves the right to require Franchisee to pay to Franchisor up to one (1%) percent of the gross sales of Franchisee's Home Cleaning Centers of America business at such time as Franchisor shall implement a regional or national advertising program. Payment shall be made monthly on the tenth (10th) day of the following month for the gross sales for the previous month. In connection with any national or regional advertising program developed, Franchisor agrees to have all Home Cleaning Centers of America franchisees represented by a committee consisting of Franchisee and Franchisor representatives in the advertising program, and all programs shall require the approval of the majority of any such committee established.

(d) Samples of all local advertising and marketing materials not prepared by Franchisor or previously approved by Franchisor shall be submitted to Franchisor for written approval prior to their use, which approval shall not be unreasonably withheld. If written disapproval is not received by Franchisee within ten (10) days of the date of receipt by Franchisor of such materials, then Franchisor shall be deemed to have waived the required approval; provided, however, that Franchisee shall discontinue the use thereof within a reasonable time if Franchisor subsequently requests such action in writing.

(e) In addition to the foregoing, Franchisee agrees to:

(1) Refrain from using in any way in its advertising the image of any individual, real or fictional, other than those approved by Franchisor;

(2) To adhere to such advertising regulations as Franchisor may impose, to obtain Franchisor's approval of local advertising, and to use only materials, tapes and other advertising materials provided by or approved by Franchisor for local advertising use;

(3) To make all signs and other advertising materials with the letter "R" with a circle around it to protect the Franchisor's right to its various trade marks, service marks and other rights, and to cause all local signs and other advertising materials prepared by or for Franchisee to use and reproduce Franchisor's trade marks, service marks and other symbols, accurately and exactly, in a manner which will best protect these rights, and to refrain from the use of Franchisee's own name or any other name than "Home Cleaning Centers of America" in connection with any of the trade marks, service marks or other rights; and

(4) Refrain from advertising outside of its franchise zone.

ITEM X

EQUIPMENT, SUPPLIES AND OPERATIONAL STANDARDS

Franchisor will provide Franchisee with the initial complement of equipment, cleaning supplies and uniforms necessary to commence business and such items are provided in consideration for the \$3,500 fee described above in Item VI(b). Franchisee agrees that it will thereafter utilize the equipment and supplies prescribed in the then current Operations Manual furnished by Franchisor. Franchisor makes available to Franchisee such equipment and supplies, in which case the prices and terms of payment for such items may include a markup or profit to Franchisor but shall, in the aggregate, be competitive with the prices and terms of payment for items of comparable quality. In the event that Franchisor does not furnish one or more of any such items, Franchisor shall provide Franchisee with the names and addresses of available sources.

Notwithstanding the foregoing, the Franchisee may, at its election, purchase all equipment and supplies required to be utilized in the Franchisee's business from reputable, dependable sources other than the Franchisor, provided such items are of comparable quality and function as those available from Franchisor and strictly conform to the appearance and uniform standards and specifications of Franchisor and the System existing from time to time. Franchisor may require that Franchisee submit specifications for such items to Franchisor for approval before Franchisee may purchase same for its franchised business. If such specifications, or such item or items do not conform with Franchisor's standards and specifications, Franchisor shall promptly notify the Franchisee, and said item shall not be installed or used by Franchisee. Similarly, Franchisor shall promptly notify Franchisee if such specifications or items meet the Franchisor's standards and specifications.

ITEM XI

BOOK, RECORDS AND BOOKKEEPING SYSTEM

Bookkeeping Systems. Franchisor shall furnish to Franchisee in its Operations Manual information as to its standard bookkeeping forms, profit and loss, balance sheet and cost control procedures, and Franchisee shall adhere to the forms so provided.

Reports. Franchisee shall deliver to Franchisor within forty-eight (48) hours after the end of each calendar week, a sales report for the preceding week in the form prescribed and furnished by Franchisor for such purposes. Such reports shall, if requested by Franchisor, include a current list of Franchisee's customers and prospective customers, and such information about them as Franchisor may reasonably request. Franchisee shall mail or deliver to Franchisor in the form and procedure prescribed by the Franchisor, accurate monthly profit and loss statements and balance sheets for the monthly period accounted for, both of which shall be submitted on or before the twentieth (20th) day of the month succeeding the month accounted for. All profit and loss statements and balance sheets shall be in accordance with the system of accounting as contained in the Operations Manual or as otherwise directed by Franchisor.

Franchisee shall submit, annually, within ninety (90) days after the close of Franchisee's accounting period, a copy of Franchisee's federal and state income tax returns to Franchisor. Franchisor reserves the right to require that the annually audited financial statements be certified by an independent certified public accountant.

Records of Franchisee. Franchisee shall maintain and keep true and accurate records, books and data, which shall reflect all particulars relating to the business done and expenditures and receipts of the operation. Franchisee shall retain all supporting documents, including, but not limited to, payroll records, payroll tax returns, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices. Franchisor shall have the right to examine and audit all such records, accounts and books at all reasonable times. Franchisee shall pay Franchisor's audit fees, charges and expenses with respect to any periodic or annual audit which reveals an understatement of gross sales on the part of the Franchisee in excess of three (3%) percent.

ITEM XII

HOLD HARMLESS AND INSURANCE

Franchisee hereby agrees to defend, indemnify and hold Franchisor harmless from and against any liability, loss, fines, suits, proceedings, claims, demands or actions, or damages of any kind or nature which Franchisor may incur, including reasonable attorney's fees, as a result of claims, demands, costs or judgments of any kind or nature, by anyone whomsoever, arising out of or in connection with this Agreement, the licensed rights or the operation or ownership of the Franchised Home Cleaning Centers of America business operated by Franchisee pursuant to this Agreement; provided, however, that such indemnity and hold harmless shall not extend to actions brought against Franchisee by one claiming infringement on such claimant's service mark, trade

mark or trade name rights, so long as such claim is based on a use by Franchisee in strict accordance with the terms of this Agreement of one or more of the licensed rights. The Franchisor hereby agrees to protect the proprietary marks and indemnify the Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the proper use of the marks.

Franchisee agrees to procure and maintain during the term of this Agreement public liability insurance, workers' compensation insurance, unemployment compensation insurance, comprehensive general liability insurance, including personal injury, bodily injury and products liability insurance, and any other forms of insurance which Franchisor may determine are reasonably necessary for Franchisee to procure in order to protect and enhance the image and value of the Home Cleaning Centers of America business. Franchisee agrees to procure coverage in reasonable amounts and having the deductibles from time to time specified by Franchisor either in the Operations Manual or in other written directives, and to procure such insurance from insurance companies which are reputable and credit worthy and in good standing with the Insurance Commissioner in the state or states in which the Franchisee is located. All such policies of insurance shall name Franchisor as an additional named insured and shall contain an endorsement requiring the insured to give Franchisor thirty (30) days advanced written notice before any termination or cancellation of such policy shall be effective, which notice shall specify the reason for the pending termination or cancellation. Franchisee shall deliver certificates of all insurance to Franchisor.

The parties acknowledge that Franchisee is an independent contractor, and this Agreement does not establish an agency agreement or relationship between the parties. Franchisor has no control over the hiring or employment practices of Franchisee, all of which are the sole responsibility of Franchisee.

ITEM XIII

OWNERSHIP AND USE OF PROPRIETARY MARKS

(a) All right, title and interest in and to any trade mark, trade name, service mark, trade secret, System, operation manual and the goodwill associated therewith belong to Franchisor and no such right, title or interest is transferred hereunder or is to be transferred hereunder. Franchisee acknowledges Franchisor's sole exclusive right (except for certain rights granted under existing and future franchises and license agreements) to use the Licensed Rights and represents, warrants and agrees that neither during the term of this Agreement nor after the expiration or other termination hereof, shall Franchisee directly or indirectly contest or aid in contesting the validity or ownership of the Licensed Rights nor take any action whatsoever in derogation of Franchisor's claim to rights therein.

(b) Nothing contained in this Agreement shall be construed to vest in Franchisee any right, title or interest in or to the Licensed Rights, System, or the goodwill now or hereafter associated therewith, other than the rights and license expressly granted herein. Any and all goodwill associated with the Licensed Rights shall inure directly and exclusively to the benefit of, and is the property of, Franchisor.

(c) Franchisee shall not incorporate any of Franchisor's trade names, including, but not limited to, "Home Cleaning Centers of America" or words similar thereto in any trade name or firm name of the Franchisee or any corporate name.

(d) Franchisee shall not display or use such trade marks, trade names, service marks, trade secrets and System except as specifically authorized hereunder. It will not do or omit to do anything whereby the proprietary right to use the foregoing shall be endangered or lost. No advertising by Franchisee or other use of Franchisor's service marks, trade marks or trade names shall contain any statement or material which may, in the judgment of the Franchisor, be in bad taste or inconsistent with Franchisor's public image. Franchisee shall adopt and use Franchisor's service marks, trade marks, or trade names only in the manner expressly approved by Franchisor.

(e) Franchisee acknowledges and agrees that Franchisor is the owner of all proprietary rights in and to the systems and methods described in the Operations Manual and Franchisor's training guides and materials, and that the systems and methods in their entirety constitute trade secrets of Franchisor which are revealed to Franchisee in confidence and that no right is given to or acquired by Franchisee to disclose, duplicate, license, sell or reveal any portion thereof to any person other than an employee of the Franchisee required by his work to be familiar with relevant portions thereof. Franchisee hereby represents, warrants and agrees to keep and respect the confidence extended hereby. Franchisee further acknowledges that the System, knowledge and materials furnished to Franchisee hereunder are and will remain the property of Franchisor and must be returned to Franchisor immediately upon the termination of this Agreement. Franchisee agrees to make no copies of any of the aforesaid confidential materials. In the event the Operations Manual is lost, stolen, misplaced, destroyed or otherwise made unavailable to Franchisee, Franchisee shall be charged a fee of \$5,000.00 for the replacement of the Operations Manual, unless Franchisee shall have exercised reasonable care to prevent the occurrence of such an event.

(f) Franchisee shall not represent nor hold himself out as an agent, legal representative, partner, subsidiary, joint venturer, or employee of Franchisor. Franchisee shall have no right or power to, and shall not bind or obligate Franchisor in any way, manner or thing whatsoever, nor represent that it has any right to do so.

(g) In all public records and in its relationship with other persons, on letterhead and business forms, Franchisee shall indicate its independent ownership of said business, and that it is only a Franchisee of Franchisor.

(h) The covenants set forth in this Article shall survive the termination or expiration of this Agreement.

ITEM XIV

ASSIGNMENT AND RIGHT OF FIRST REFUSAL

(a) Franchisee may not sell, assign, transfer, sublicense, subfranchise, or encumber this Agreement, the franchise granted herein, the Licensed Rights, or any other interest hereunder, a substantial portion of the assets of the franchised business, or Franchisee's customer list, nor suffer or permit any such assignment, transfer or encumbrance to occur by will, or by operation of law, or otherwise, without the express prior written consent of Franchisor.

If Franchisee is a corporation, partnership, unincorporated association or a similar entity, the terms of this Item XIV shall apply to any sale, resale, pledge, assignment, transfer or encumbrance of the voting stock of, or other ownership interest in Franchisee which would, alone or together with other related, previous, simultaneous or proposed transfers, whenever made or however effected, result in a change of ten (10%) percent or more of the voting stock or other ownership interest in Franchisee, whether by operation of law or otherwise.

As used in this Item XIV the term "Franchisee" shall be deemed to include the person or persons who control Franchisee as disclosed to Franchisor in writing upon the execution of this Agreement, in the form set forth as Exhibit "B" hereto and incorporated by reference herein.

(b) If Franchisee receives from a third party, and desires to accept, a bona fide written offer to purchase its business, customer list, this Franchisee, the Licensed Rights, or other rights and obligations arising under this Agreement, then Franchisor shall have the option, exercisable within thirty (30) days after written notice and receipt of a copy of such offer and other information set forth in this Item XIV(b), to purchase such business, the franchise, the Licensed Rights, and Franchisee's interest in this Agreement on the same terms and conditions as offered by said third party. If Franchisor does not exercise its option, Franchisee may, within sixty (60) days from the expiration of the option, sell, assign, and transfer its business, franchise, Licensed Rights and other interests hereunder to said third party, provided Franchisor has consented in writing to such transfer and assignment as required by this Item XIV. Any material change in the terms of the offer prior to closing of the sale to such third party shall constitute a new offer, subject to the same rights of first refusal by Franchisor as in the case of an initial offer.

(c) In the event of the death, disability or permanent incapacity of Franchisee (or appointment of a conservator or guardian of the person or estate of Franchisee, or if Franchisee is a corporation or general or limited partnership, then upon the death, insanity, permanent disability of the corporation's principal officer or general partner), Franchisor shall not unreasonably withhold its consent to the transfer of all of the interests of Franchisee to his spouse, heirs or relatives, whether such transfer is made by will or by operation of law, provided that the requirements of Item XIV(d) hereof have been met. In the event that Franchisee's heirs do not obtain the consent of Franchisor as prescribed herein, the personal representative of Franchisee shall have reasonable time to dispose of Franchisee's interest hereunder, which disposition shall be subject to all the terms and conditions for transfers under this Agreement.

(d) Franchisor agrees not to unreasonably withhold its consent to a sale, assignment, transfer or encumbrance by Franchisee hereunder, whether by will, operation of law, or otherwise. Consent to such transfer otherwise permitted or permissible as reasonable may be refused unless:

(1) all obligations of the Franchisee created by this Agreement are assumed by the transferee;

(2) all ascertained or liquidated debts of Franchisee to Franchisor are paid;

(3) Franchisee is not then in default under this Agreement;

(4) Transferee satisfactorily completes the training required of new Franchisees prior to the date of transfer;

(5) Franchisee satisfies Franchisor that the Transferee meets all the requirements of Franchisor for new franchise owners, and completes the current franchise application; and

(6) Franchisee or Transferee pays to Franchisor a transfer fee in an amount sufficient to cover Franchisor's reasonable costs in effecting the transfer and in providing training and other additional assistance to Transferee.

(7) All other ascertained or liquidated debts of Franchisee are paid or adequate provision has been made therefor;

(8) Transferee signs Franchisor's then current, standard Franchise Agreement and any other agreements then being required by Franchisor of new franchisees on the date of transfer, although Transferee shall not be required to pay a new initial franchise fee; and

(9) Franchisee executes a general release in a form satisfactory to Franchisor of any and all claims against Franchisor.

(e) Franchisee may assign its interest hereunder to a corporation approved by Franchisor and in which Franchisee will own legally and beneficially all of the issued and outstanding stock of said Corporation. Such assignee corporation shall be closely held and shall not engage in any business activity other than those directly related to the operation of a Home Cleaning Centers of America business pursuant to the terms and conditions of this Agreement.

If the rights of Franchisee are assigned to a corporation, Franchisee or if Franchisee is a corporation, partnership or other business association, the persons who control Franchisee shall, throughout the term of this Agreement, act as such Corporation's principal officer or officers and directors.

In the event an assignment is permitted and effected hereunder, the present Franchisee/Assignor shall remain and be jointly and severally liable for all monies due Franchisor, and hereby irrevocably guarantees the performance of each and every obligation imposed on the Franchisee herein to be extended as if said Assignment had not taken place.

I HAVE READ, UNDERSTAND AND EXPRESSLY AGREE TO THE OBLIGATIONS AND REQUIREMENTS OF THIS ITEM XIV.

_____(SEAL)

(f) Franchisee acknowledges and agrees that the restrictions on transfer imposed herein are reasonable and are necessary to protect the Franchise, the Licensed Rights as well as the reputation and image of Home Cleaning Centers of America. Any assignment or transfer permitted by this Item XIV shall not be effective until Franchisor receives a completely executed copy of all transfer documents.

(g) Franchisor shall have the right to transfer its interests in this Agreement, or to transfer its assets or ownership interests, without restriction of any kind, provided that the acquiring party shall agree to perform the obligations of Franchisor herein.

ITEM XV

DEFAULT AND TERMINATION

(a) Franchisee hereby acknowledges that strict and exact performance of all terms, obligations and requirements of this Agreement to be performed by Franchisee is necessary not only for the protection of Franchisor and the Licensed Rights, but also for the protection of all franchises now existing or future owners or operators of Home Cleaning Centers of America businesses. It is therefore agreed that any failure by Franchisee to strictly and exactly perform any term, obligation, or requirement imposed on Franchisee in this Agreement shall constitute a default under this Agreement. It is also agreed without limiting the generality of the immediately foregoing sentence, that the occurrence of the following events, whether or not included within the generality of the immediately foregoing sentence, shall constitute a default under this Agreement:

(1) If Franchisee, or any person controlling, controlled by or under common control with Franchisee (not including employees of the Franchisee) shall be adjudicated a bankrupt, becomes insolvent, or if a receiver (permanent or temporary) of its property or any part thereof is appointed by a court of competent authority, if it makes a general assignment for the benefit of its creditors, or if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless supersedeas bond is filed), or if execution is levied against Franchisee's business or property, or if suit to foreclose any lien or mortgage

against the premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days;

(2) If Franchisee fails to maintain the standards as set forth in this Agreement, and as may be supplemented by the Operations Manual, as to cleanliness and uniformity and said failure shall continue after notification or if Franchisee repeatedly commits violations of such provisions;

(3) If Franchisee suffers a violation of any law, ordinance, rule or regulation of a governmental agency in connection with the operation of the Home Cleaning Centers of America business and permits the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the application or legality of such law, ordinance, rule or regulation, and Franchisee promptly resorts to courts or forums of appropriate jurisdiction to contest such application or legality;

(4) If Franchisee ceases to do business at the premises or defaults on any lease or sublease or loses its right to the possession of the premises; provided, however, that if the loss of possession is attributable to the proper governmental exercise of eminent domain, or if the premises are damaged or destroyed by a disaster of such nature that the premises cannot be reasonably restored, then Franchisee may relocate to other premises approved by Franchisor for the balance of the term hereof;

(5) If Franchisee shall misuse the Licensed Rights, or otherwise materially impair the goodwill associated therewith or Franchisor's rights therein, or otherwise use any names, marks, systems, insignia or symbols not authorized by Franchisor;

(6) If Franchisee or persons controlling, controlled by or under common control with Franchisee shall have any interest, direct or indirect, in the ownership of or operation of any cleaning business which is similar in concept or in any way imitates Home Cleaning Centers of America businesses or operates in a manner tending to have such effect;

(7) If Franchisee shall fail to remit any payments when due to Franchisor;

(8) If Franchisee shall fail to submit to Franchisor any financial or other information required under this Agreement;

(9) If Franchisee shall fail to operate a Home Cleaning Centers of America business in accordance with the Operations Manual or other manuals or shall fail to conform to the specifications and standards of Franchisor or shall fail in any other way to maintain Franchisor's standards of quality in appearance and service in the operation of the business; or

(10) If Franchisee defaults in the performance of any other obligation under this Agreement or any other agreement with or obligation to the Franchisor.

In the event that Franchisee shall breach any provision hereof or otherwise fail to comply with Franchisor's standards and specifications, as outlined in Franchisor's Operations manual or elsewhere, Franchisor shall have the right, without further notice to the Franchisee, to act to cure such breach on behalf of the Franchisee, without being liable for trespass or other tort. In such event, Franchisee shall, within ten days of receipt of notice of such action, reimburse Franchisor for any amounts of money expended in connection with such action by the Franchisor.

(b) Upon occurrence of any event of default specified generally or specifically in sub-items (a)(2) through 10 of this Item XV, Franchisor may, without prejudice to any other rights and remedies contained in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective ten (10) days after written notice is given by Franchisor to Franchisee of the event of default, and of the fact that termination shall so occur unless all of the defaults specified in such notice are cured within such ten (10) day period. If such event of default is, by its nature not curable within such ten (10) day period, Franchisee shall, within such ten (10) day period, commence efforts to cure such default and shall thereafter continue to diligently pursue the cure of such event of default. The Franchisor may terminate this Agreement without prior notice to or right to cure by the Franchisee in the event that the Franchisee has committed repeated violations of this Agreement, for which the Franchisee has received notice, or has failed to maintain the standards as to cleanliness and uniformity set forth in this Agreement and in the Operations Manual after repeated notice thereof.

If any applicable law or rule of any jurisdiction requires a greater prior notice of termination of, or the election not to renew this Agreement, or the taking of some other action with respect to such termination or election not to renew than is required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof.

(c) Upon termination, cancellation or expiration of this Agreement, or upon the expiration of the term hereof, Franchisee agrees as follows:

(1) To pay immediately to Franchisor the full amount of all sums due under this Agreement;

(2) Franchisee shall not thereafter use or adopt any trade secrets disclosed to it hereunder or any emblems, signs, displays or other property on which Franchisor's name or trade names are imprinted, or any trade marks, service marks, or trade names confusingly similar thereto. It shall not otherwise use or duplicate the Home Cleaning Centers of America System or any portion thereof or assist others in doing so. Franchisee shall remove from its premises all signs, emblems, and displays identifying it as associated with Franchisor or the Home Cleaning Centers of America System. It shall cease to use and shall return to Franchisor the Operations Manual and all other manuals, plans and specifications, designs, records, data samples, models, programs, handbooks, or drawings, and all copies thereof, concerning Franchisor's operations, the Home Cleaning Centers of America System, or the Licensed Rights;

(3) Franchisee shall change the color scheme and the decor of the premises and shall make or cause to be made such changes in its signs, buildings and structures as Franchisor shall reasonably direct so as to effectively distinguish the same from its former appearance and from any other Home Cleaning Centers of America franchise business, and if the Franchisee fails or refuses to comply herewith, then Franchisor shall have the right to enter upon the premises where said business is being conducted without being guilty of trespass, or any other tort, for the purpose of making or causing to be made such changes at the expense of the Franchisee, which expenses Franchisee shall pay upon demand;

(4) Franchisee shall cease immediately to hold itself out in any way as a franchisee of Home Cleaning Centers of America, Inc. or do anything which would indicate any past or present relationship between it and Franchisor;

(5) All rights, claims and indebtedness which may accrue to Franchisor prior to termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration and be enforceable.

(d) Franchisor's Option and Obligation to Purchase.

(1) Upon termination, cancellation or expiration hereof, Franchisor shall have the right and option to purchase any equipment and supplies of the franchised business, at their fair market value. Such right or option of the company shall be exercised by giving Franchisee written notice of the exercise of its option within thirty (30) days after termination, cancellation or expiration thereof. Franchisor shall also have the right to require Franchisee to assign to Franchisor the telephone number or numbers used by Franchisee in the operation of the franchised business. Franchisor shall further have the right to assume any lease which Franchisee may have for the premises in which the franchised business is located. Franchisee further acknowledges that the identity of the customers of the franchised business is one of the most valuable assets of the franchised business. Franchisee agrees that Franchisee may not sell its customer list except in strict conformity with the provisions of Item XIV above, and may not disclose the customer list to any person whomsoever, either during the term hereof or within two years thereafter, as provided in Item XVI(b) below. It is further agreed that upon the termination or expiration of this Agreement, the customer list shall become the property of Franchisor, and may not be conveyed or otherwise disclosed by Franchisee.

(2) In the event of termination by expiration of this Agreement or condemnation of the premises, Franchisee shall not remove any of such items prior thereto; and in the event of termination for any other reason hereunder, Franchisee shall not remove such items without Franchisor's consent for thirty (30) days thereafter.

(3) Franchisor's option hereunder are without prejudice to its rights under any security agreement held by it or with respect to which it may have a guarantor's or surety's

subrogation interest. If Franchisor exercises any of the foregoing options, it may pay any debts which the Franchisee owes to it and/or to third persons, including but not limited to, utilities and designated suppliers, and shall remit any balance of the purchase price to the Franchisee. There shall be no allowance for goodwill.

ITEM XVI
NON-COMPETITION AND CONFIDENTIALITY

(a) Franchisee and persons controlling, controlled by or under common control with Franchisee will not, without Franchisor's prior written consent:

(1) Have any interest, direct or indirect, in the ownership or operation of any cleaning service with similar concept to that of a Home Cleaning Centers of America business within the franchise zone or any point within thirty (30) miles thereof, within the term of the Franchise Agreement or one (1) year thereafter;

(2) At any time, during the term of this Agreement or thereafter, use, in connection with the operation of any commercial or residential cleaning business wherever located, any of the Licensed Rights or any other names, marks, systems, insignia or symbols, provided by Franchisor to Franchisee pursuant to this Agreement, or cause to permit any such facility to look like, copy or imitate any Home Cleaning Centers of America business operated or to be operated in a manner tending to have such effect.

(3) It is hereby acknowledged by Franchisor and Franchisee that the determined market area for the Home Cleaning Centers of America business is the franchise zone set forth in Exhibit A attached hereto. As one of the conditions of having entered into this Franchise Agreement and licensing this market area, and as mutual consideration for this Agreement, it is hereby acknowledged that Franchisee shall have exclusive rights to operate the Home Cleaning Centers of America business within said market area, and that Franchisor shall have the exclusive right to operate a Home Cleaning Centers of America business in any area in which it is presently operating or under agreement with other franchisees. Franchisor agrees that subsequently signed Franchise Agreements will provide that such subsequent Franchisees shall not perform services customarily performed by Home Cleaning Centers of America businesses within the area franchised to Franchisee hereby. It is further acknowledged by Franchisee that Franchisor has expended considerable sums in developing the Licensed Rights and the proprietary information described hereunder, and that to permit Franchisee to compete in any area in which Franchisor is operating a Home Cleaning Centers of America business or in any area which Franchisor has licensed other Franchisees to operate Home Cleaning Centers of America businesses during the term of this Agreement would be detrimental to Franchisor and other licensed Franchisees.

(4) Franchisee will not, within two years after the termination or expiration of this Agreement, solicit home cleaning work of the type performed by the franchised business, from any past or present customer of the franchised business.

(b) Franchisee and persons controlling, controlled by or under common control with Franchisee shall at all times treat as confidential the Operations Manual, and any other manuals or materials designated for confidential use by Franchisor. It is hereby acknowledged and agreed that the trade secrets and other information pertaining to Franchisor's business and the operation of a Home Cleaning Centers of America business, including but not limited to, instructions for cleaning and for quality contained in the Operations Manual and all other information pertaining to Franchisor's business and the operation of a Home Cleaning Centers of America business, including Franchisee's customer list, and all prints and copies of the foregoing, are confidential. Franchisee and persons controlling, controlled by or under common control with Franchisee hereby covenant and agree not to reveal any part of the foregoing to any other party except as may be appropriate and professionally necessary to operate the Home Cleaning Centers of America business and only while this Agreement is in effect. Franchisee further acknowledges that the unauthorized use or disclosure of such confidential information will cause incalculable and irreparable injury to Franchisor.

(c) Franchisee shall cause any person who is actively involved in the management or operation of the business of Franchisee pursuant to this Agreement at the time of his employment, but not later than at the time of completion of his training course, to enter into a Confidentiality and Non-Competition Agreement in the form recommended from time to time by Franchisor, which Agreement shall inure to the benefit of and be enforceable by Franchisor. Franchisor reserves the right to require all of the Franchisee's managers, at the outset of the training of such managers, to execute a Non-Competition and Confidentiality Agreement prior to completion of said training course.

ITEM XVII

REPRESENTATIONS AND WARRANTIES OF FRANCHISEE

(a) Franchisee acknowledges and agrees that the operating techniques of Franchisor through its Home Cleaning Centers of America System which includes without limitation its Operations Manual, its program for the care, maintenance and use of the premises and equipment as well as the sale and use of products and supplies by Franchisor or sources made available by it, and the issuance of detailed specifications are necessary to achieve uniformity and excellence of product and service, and are of great and equal importance to Franchisor, the Franchisee and the public; that a failure by Franchisee to comply with the provisions of same will reflect adversely on Franchisor and other Franchisees, and will be an imposition upon, and a misrepresentation to, persons doing business with the Franchisee in reliance upon the Franchisor's reputation, trade name and trade marks.

(b) Franchisee hereby represents and warrants that if Franchisee is a corporation it is duly organized and validly existing under the laws of the State of _____. Franchisee further represents and warrants that this Agreement is legal, valid and binding on it and warrants that Franchisee has full power, right and authority to enter into this Agreement and to perform its obligations hereunder, that the execution, delivery and performance of this Agreement by Franchisee has been duly and effectively authorized by all requisite corporate action. Franchisee further represents and warrants that Franchisee is authorized by its creating instrument to enter into this Agreement, and that the persons executing this Agreement on behalf of Franchisee have full power, right and authority to enter into this Agreement and to obligate Franchisee hereunder.

(c) Franchisee hereby represents and warrants that the execution, delivery and performance of this Agreement will not violate any agreements of Franchisee or its principals with any persons or entities, whether written or oral and that entering into this Agreement is not an infringement upon the proprietary rights of other persons or entities.

(d) Franchisee hereby agrees to indemnify and hold Franchisor harmless from and against any liability, loss, or damage Franchisor may incur, including reasonable attorney's fees, as a result of claims, demands, costs or judgments of any kind of nature, by anyone whomsoever, arising out of or in connection with the representations and warranties made hereunder. Franchisee further agrees that it will be liable for and will promptly pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor in obtaining money damages or injunctive or other relief in connection with this Franchise Agreement.

ITEM XVIII

MISCELLANEOUS - GENERAL PROVISIONS

(a) **Marketing Information.** Franchisor shall have the right from time to time to require Franchisee to furnish requested marketing information based on Franchisee's records, which information will be used by Franchisor in making surveys and analyses designed to benefit and improve the business and operating results of Franchisee or other Home Cleaning Centers of America franchisees. Franchisee, upon such request, shall promptly furnish such information.

(b) **Improvements to System.** Any and all improvements in the Home Cleaning Centers of America System developed by Franchisee, Franchisor or other Franchisees shall be and become the sole and absolute property of Franchisor, and Franchisor may incorporate the same in the Home Cleaning Centers of America System and shall have the sole exclusive right to copyright, register and protect such improvements in the Franchisor's own name to the exclusion of Franchisee, whose right to use such improvements is limited to its rights as a Franchisee hereunder.

(c) **Governing Law and Venue.** The validity and effect of this Agreement are to be governed by and construed and enforced in accordance with the laws of the State of Kansas. The parties agree that any action brought by either party against the other party in connection with any rights or obligations arising out of this Agreement shall be instituted properly in a federal or state court of competent jurisdiction with venue only in the county of Johnson, State of Kansas or

in the United States District Court appropriate for Johnson County; either party to this Agreement named as a defendant in an action brought in connection with this Agreement in any other court outside of the above-designated county or district shall have the right to have the venue of said action changed to the above-designated county or district, or, if necessary, have the case dismissed, requiring the other party to refile said action in an appropriate court in the above-designated county or federal district. If either party is not a resident of, or does not maintain a presence in Johnson County Kansas, then such party hereby agrees to submit personally to the jurisdiction of a court of competent subject matter jurisdiction located in the above-designated State and county or federal district. The parties acknowledge that this Agreement is executed in, and that a material portion of Franchisee's and Franchisor's obligations under this Agreement are to be performed in, the above-designated State and county and federal district. This provision shall not restrict or prohibit the Franchisor from seeking and obtaining injunctive relief in any court of competent jurisdiction. This provision will survive the termination or expiration of this Agreement. SEE APPENDIX.

(d) **Severability.** If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and it is the intention of Franchisor and Franchisee that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.

(e) **Waiver.** The failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder shall not, and no custom or practice of the parties at variance with the terms hereof shall, constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(f) **Time.** Time is of the essence of this Agreement.

(g) **Survival of Covenants.** The covenants and agreements made by Franchisee hereunder shall be perpetual and shall survive the expiration or termination of this Agreement.

(h) **Notices.** All notices hereunder shall be in writing and shall be duly given if hand delivered or sent by registered mail, postage prepaid, addressed:

- (1) If to Franchisor at: 4851 134th Street, Suite D, Leawood, Kansas 66209
- (2) If to Franchisee at: _____,
or at such other address as Franchisor shall have specified by notice to the other party hereunder. Notice given as aforesaid shall be deemed received on the date of actual receipt.

(i) **Entire Agreement.** This Agreement constitutes the entire agreement between Franchisor and Franchisee and supersedes all prior negotiations, commitments, representations and

undertakings of the parties with respect to the subject matter hereof, except for or other than those contained in the Franchise Disclosure Document (FDD). No change, termination or attempt waiver of any provisions of this Agreement shall be binding upon the parties hereto unless in writing and signed by Franchisor and Franchisee. Nothing in this or any related Agreement is intended to disclaim the representations we made in the latest franchise disclosure document that we furnished to you.

(j) **Joint and Several Obligations.** If the Franchisee consists of more than one person, their liability and obligation under this Agreement shall be deemed to be joint and several.

(k) **Counterparts, Paragraph Titles, Pronouns.** 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 instrument. The paragraph headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect any provision thereof. Each pronoun used herein shall be deemed to include the other number and genders.

ITEM XIX **ACKNOWLEDGMENTS**

Franchisee hereby acknowledges the following:

(a) That it has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves business risks making the success of the venture largely dependent upon the business abilities of Franchisee, and Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

(b) That it has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein. Franchisee represents as an inducement to his entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.

(c) That Franchisee has received, read and understood this Agreement and that Franchisor has fully and adequately explained the provisions of each to its satisfaction, that Franchisee has had the opportunity to meet with Franchisor to ask questions and receive answers about the franchise and to obtain additional information for verification purposes.

(d) That Franchisee has carefully read and understands the terms of this Agreement, and has, to the extent Franchisee felt necessary, discussed its requirements and other applicable limitations with its counsel.

(e) That Franchisee, together with his advisers, has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in a Home Cleaning Centers of America business and making an informed investment decision with respect thereto.(f) That Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of Agreement, and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

(g) That Franchisee has received all information about the financial status of Franchisor, the Licensed Rights, the franchising program of Franchisor, and all other matters to which it requested access.

ITEM XX.
EFFECTIVE DATE

This Agreement shall be effective as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement and have hereunto set their hand and seal.

Attest:

**HOME CLEANING CENTERS
OF AMERICA, INC.**

(Corporate Seal)

By:_____
Dated:_____

Witness or Attest:

FRANCHISEE:

Witness
(Corporate Seal)

By:_____
Dated:_____

SBA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum is made and entered into as of this the ____ day of _____, 202__, by and between Home Cleaning Centers of America, Inc., ("Franchisor") and _____ ("Franchisee"). Whereas, the parties hereto entered into a Franchise Agreement (the "Franchise Agreement") dated _____ for the ownership and operation by Franchisee of a Home Cleaning Centers of America franchised business.

Whereas, the parties have agreed that in the event that Franchisee seeks an SBA guaranteed loan (the "Loan") in order to finance the development of the franchised business, that they will enter into this Addendum in order to modify the Franchise Agreement as follows:

1. **CHANGE OF OWNERSHIP.** The parties agree that notwithstanding any other provisions of the Franchise Agreement to the contrary, in the event that there is a proposed transfer of a partial ownership interest in Franchisee, Franchisor may not exercise a right of first refusal to purchase such a partial ownership interest if the proposed transferee is a current owner or a relative of a current owner of the franchisee. In addition, Franchisor may not unreasonably withhold its required to consent to a proposed transfer, and in the event that a transfer is approved and consummated, the transferor shall have no liability for the actions of the transferee Franchisee taking place after the date of such a transfer.
2. **SALE OF ASSETS.** In the event of termination or expiration of the Franchise Agreement, if Franchisor chooses to exercise a right to purchase Franchisee's business assets and the parties cannot agree on the value of those assets, then an appraiser chosen by both the Franchisor and Franchisee shall determine the value. If Franchisee owns real estate where the franchised premises are located, Franchisee shall not be required to sell that real estate to the Franchisor, but may be required to lease it to the Franchisor or its designee for the remainder of the franchise term (excluding renewal terms) for fair market value, if the Franchise Agreement has a provision for such a lease.
3. **COVENANTS.** In the event that Franchisee owns the real estate where the franchised business is located, Franchisor may not record restrictions against the use of the real estate, such as restrictive covenants, branding covenants or environmental use restrictions.
4. **EMPLOYMENT.** Franchisor shall not directly control franchisee's employees, including any aspect of hiring, firing or scheduling of employees.

This Addendum automatically terminates on the earlier to occur of the following: (1) the loan is paid in full; or (2) the SBA no longer has any interest in the Loan. It is agreed that except as specifically modified herein, the Franchise Agreement shall remain in full force and effect, as originally executed and previously amended, if applicable.

Franchisor: _____

By: _____

Franchisee: _____

BY _____

State Law Appendix to the Franchise Agreement

Illinois State Law Appendix

Illinois law governs the franchise agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisee's rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act is void.

In Witness Whereof, the parties hereto have duly executed and delivered this Appendix as of the Effective Date of the Franchise Agreement.

Home Cleaning Centers of America, Inc.

Prospective Franchisee

Minnesota State Law Appendix

Minnesota law provides franchisees with certain termination and non-renewal rights. The Franchisor will comply with Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 which requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Minnesota law thus modifies Items 2 and 15.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Washington State Law Appendix to the Franchise Agreement

The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise

agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights of remedies under the act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

BY EXECUTING THIS APPENDIX, THE PARTIES HERETO MAKE THIS APPENDIX A PART OF THIS FRANCHISE AGREEMENT, AND INCORPORATE THIS APPENDIX THEREIN.

Applicable State or Commonwealth _____.

In Witness Whereof, the parties hereto have duly executed and delivered this Appendix as of the Effective date of the Franchise Agreement.

Home Cleaning Centers of America, Inc.

Prospective Franchisee

EXHIBIT A

FRANCHISED ZONE

EXHIBIT B

ACKNOWLEDGMENT REGARDING CONTROLLING PERSONS

(if franchisee is not an individual)

Franchisee hereby acknowledges that Franchisee is a :

_____ partnership
_____ joint venture
_____ corporation
_____ or other business form

(check one)

In accordance with the requirements of the Franchise Agreement attached hereto, Franchisee hereby warrants and represents that the following persons, own either legally or beneficially, voting control of Franchisee:

<u>Name</u>	<u>Type of Ownership</u> <u>(Legal or Beneficial)</u>	<u>Percentage of</u> <u>Interest Owned</u>
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Franchisee hereby acknowledges that Franchisor is relying on these representations as a material basis for entering into this Franchise Agreement, and that the information set forth above is true and correct.

FRANCHISEE:

Witness

By:_____

Title:_____

Dated:_____

Sworn to and subscribed before me
this _____ day of _____,
202_.

Notary Public

PERSONAL GUARANTY

We, the undersigned, in order to induce Home Cleaning Centers of America, Inc. to enter into the within Franchise Agreement, hereby, jointly and severally, personally guarantee performance of this Agreement in its entirety and specifically, but without limitation thereto, the monetary obligations of Franchisee hereunder, as if each of us were the Franchisee.

GUARANTORS

Witness

Date:_____

Witness

Date:_____

Witness

Date:_____

Witness

Date:_____

Witness

Date:_____

**EXHIBIT D
TO DISCLOSURE DOCUMENT**

STATE LAWS

The following information supplements our Franchise Disclosure Document and supersedes any conflicting information contained in the main body of the Disclosure Document.

For residents of California

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

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.).

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California Law.

The Franchise Agreement requires application of the laws of the state of Kansas. This may not be enforceable under California Law.

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

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

The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.

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

For residents of Illinois

Illinois law governs the franchise agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisee's rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act is void.

For residents of Minnesota

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

For residents of New York

Item 3 of this Offering Prospectus is supplemented with the following: "Neither the Franchisor nor any person identified in Item 2 of this Disclosure Document has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten year period immediately preceding the application for registration, has been convicted of a misdemeanor or pleaded *nolo contendere* to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint, or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations."

Item 4 of this Offering Prospectus is supplemented with the following: "During the fifteen (15) year period immediately preceding the date of this Offering Prospectus, neither the Franchisor nor any officer or general partner of the Franchisor has been adjudged bankrupt or reorganized due to insolvency or been a principal officer of any company or general partner in any partnership that was adjudged bankrupt or reorganized due to insolvency during or within one year after the period that such officer or general partner of the Franchisor held such position in such company or partnership, or is subject to any pending bankruptcy or reorganization proceeding."

For residents of Virginia.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Home Cleaning Centers of America, Inc., for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17(h):

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

For residents of Washington Addendum to Franchise Disclosure Document

The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights of remedies under the act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

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**EXHIBIT E TO DISCLOSURE DOCUMENT
SCHEDULE OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS**

California

Agent for Service of Process and Agency for Franchise Inquiries

Department of ~~Business Oversight~~ Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013
(619) 525-4044

Hawaii

Department of Commerce & Consumer Affairs
335 Merchant Street, #203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

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

Indiana

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

Maryland

Maryland Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-7044

Michigan

Franchise Administrator
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Dept. of Attorney General
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

Minnesota

Administrator – Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1600
Agent for Service of Process - Commissioner of Commerce
85 7th Place East, Suite 280

St. Paul, Minnesota 55101-2198
(651) 539-1600

New York

Administrator
Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236 Phone
(212) 416-6042 Fax

Agent for Service:
Attention: New York Secretary of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

North Dakota

Office of Securities Commissioner
Fifth Floor
600 East Boulevard
Bismarck, North Dakota 58505
(701) 224-4712

Rhode Island

Division of Securities
Suite 232
233 Richmond Street
Providence, Rhode Island 02903
(401) 277-3048

South Dakota

Division of Securities
c/o 118 West Capitol
Pierre, South Dakota 57501
(605) 773-4013

Virginia

Agent For Service of Process

Clerk of the State Corporation Commission of Virginia
1300 E. Main Street
Richmond, Virginia 23219
(804) 371-9733

Inquiries About Franchise Matters

Securities and Retail Franchising Division
State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

Washington

Dept. of Financial Institutions
150 Israel Rd, SW
Tumwater, WA 98501
(206) 753-6928

Wisconsin

Securities & Franchise Registration
Wisconsin Securities Commission
P.O. Box 1768
Madison, Wisconsin 53701
(608) 266-8559

STATE EFFECTIVE DATES

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

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

STATE	EFFECTIVE DATE
California	
Hawaii	
Illinois	April 28, 2021
Indiana	April 8, 2021
Maryland	
Michigan	November 19, 2021
Minnesota	June 10, 2021
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	August 28, 2020 <u>September 10, 2021</u>
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of a business opportunities or seller-assisted marketing plans.

ITEM 23
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Home Cleaning Centers of America, Inc., offers you a franchise, it must provide this disclosure document to you at least 14 calendar days before you sign a binding agreement with or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale. New York state law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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

DATE OF ISSUANCE MARCH 15, ~~2021~~2022.

See Exhibit F for our registered agents authorized to receive service of process. Mike Calhoon serves as our franchise seller, and he can be reached at (800) 767-1118, at 4851 134th Street, Leawood, Kansas 66209

I have received a Disclosure Document dated March 15, ~~2022~~2021 that included the following Exhibits:

- A. List of Franchisees
- B. Financial Statements
- C. Franchise Agreement and Related Materials
 - Exhibit A to Franchise Agreement – Territory and Location
 - Guaranty
- D. State Law Appendix
- E. List of State Agencies

Witness

Signature of Prospect

Date

Printed Name

Address

City, County, State & Zip

(Please sign and date this copy and retain it for your files)

ITEM 23
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Home Cleaning Centers of America, Inc., offers you a franchise, it must provide this disclosure to you at least 14 calendar days before you sign a binding agreement with or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale. New York state law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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

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- D. State Law Appendix
- E. List of State Agencies

Witness

Date

Signature of Prospect

Printed Name

Address

City, County, State & Zip

(Please sign and date this copy and return it to Home Cleaning Centers of America, Inc.)