

FRANCHISE DISCLOSURE DOCUMENT



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The franchisee will offer commercial janitorial services under the name OpenWorks.

The total investment necessary to begin operation of an OpenWorks franchise ranges from \$4,250 to \$134,480. This includes \$2,580 to \$72,000 that must be paid to the franchisor or its affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact O.P.E.N. America, Inc. at 2355 East Camelback Road, Suite 600, Phoenix, Arizona 85016 and (602) 224-0440.

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

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

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

Issuance Date: March 31, 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 Exhibits H and I.
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 describe the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit J 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 OpenWorks 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 has been involved in material litigation or bankruptcy proceedings.
What's it like to be OpenWorks franchisee?	Item 20 or Exhibits H and I list 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 A.

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 Arizona. 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 Arizona than in your own state.
2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership in the franchise. This guaranty will place both you're and your spouse's marital and personal assets, perhaps even your house at risk if you franchise fails.

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.

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Exhibits

- Exhibit A - List of State Franchise Administrators
- Exhibit B - State-Specific Addenda
- Exhibit C - Franchise Agreement and Attachments
 - Attachment 1 – Business Equipment Packages
 - Attachment 2 – Terms
 - Attachment 3 – Personal Guaranty
 - Attachment 4 – Non-Disclosure and Non-Competition Agreement
 - Attachment 5 – Trademarks
 - Attachment 6 –Spousal Consent
 - Attachment 7 – Addendums Required by Certain States
- Exhibit D - Promissory Note
- Exhibit E - Agreement for Account Assignment or Increase
- Exhibit F - Equipment Purchase Agreement
- Exhibit G - Table of Contents of the Operations and Safety Manual
- Exhibit H - List of Current Franchisees
- Exhibit I - List of Former Franchisees
- Exhibit J - Financial Statements
- Exhibit K - List of Agents for Service of Process
- Exhibit L - Renewal Amendment to Franchise Agreement
- Exhibit M - Insurance Applications
- Exhibit N - Background Check Release and Authorization
- Exhibit O - Assignments of Franchise Rights

State Effective Dates

Receipts

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES REGARDING THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT, IF ANY, APPEAR IN THE STATE ADDENDA AT **EXHIBIT B** OR THE STATE SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENT IN **EXHIBIT C**.

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

To simplify the language in this Franchise Disclosure Document, we will refer to O.P.E.N. America, Inc., the franchisor, as “OpenWorks,” “we,” or “us,” and the person or company that buys a janitorial franchise from OpenWorks as “you”. If you are a corporation or limited liability company, “you” includes your officers, directors and owners individually.

OpenWorks’ Business the Franchise Being Offered

OpenWorks is in the business of granting franchises for commercial janitorial service businesses. OpenWorks enters into janitorial service contracts with commercial clients. These contracts (or “accounts”) may then be “packaged” with other similar contracts to cumulate at one of four levels of a gross monthly dollar amount (also called the “initial monthly account volume” in the Franchise Agreement), and assigned to OpenWorks franchisees, who receive exclusive rights to service the contracts under OpenWorks’ trademarks and system. OpenWorks bills each client on a monthly basis and, after deducting fees and charges owed by you to OpenWorks under the Franchise Agreement, remits to you the balance of the gross monthly dollar amount for your accounts. After you meet our preopening requirements, OpenWorks will start to offer you cleaning accounts whose gross monthly dollar amount will add up to the initial monthly account volume you have purchased. OpenWorks considers the rights to these cleaning contracts, as well as the training and equipment provided to you, to be the primary benefit you receive for your initial franchise fee. OpenWorks has a certain number of days in which to offer you these cleaning accounts depending on the franchise package you select. This time period is called a “fulfillment period.” If OpenWorks does not offer you enough accounts to reach the applicable initial monthly account volume within the fulfillment period, then you may request a refund of a portion of your initial franchise fee as outlined in the Franchise Agreement. You must make this request in writing within 30 days after the end of the fulfillment period. If you do not, OpenWorks is still obligated to offer you the remaining gross monthly dollar amount over the course of the franchise term but you will have waived your right to a refund. See Item 5. You may refuse up to three accounts, but each such refusal will extend the fulfillment time which OpenWorks has to find other accounts by 30 days. Your refusals will not alter your payment obligations to OpenWorks. See Item 11. You may have the option to request or be required to have additional accounts under certain circumstances. See Item 11. You are encouraged to procure janitorial client accounts on your own behalf. If you do so, you will pay the same fees, except that you are not required to pay marketing fees. OpenWorks will also serve as your billing and collection agent for those accounts. See Item 11. If a cleaning account terminates its maintenance agreements with OpenWorks, OpenWorks will replace that account under certain circumstances. See Item 11. Your Franchise Agreement explains the franchise program in more detail. OpenWorks currently offers or plans to offer the following services to customers: integrated facility services, landscape maintenance, handyman services, green practices and consulting. OpenWorks does not currently franchise nor plans to franchise these services. These services may be similar or complementary to those provided by you.

OpenWorks and Its Business Experience

OpenWorks was incorporated in Arizona on June 5, 1987, and also did business under the names O.P.E.N. America, O.P.E.N. Cleaning Systems, O.P.E.N. of Arizona, O.P.E.N. of California and O.P.E.N. of Washington. In March 2000, OpenWorks began doing business under the name OpenWorks. Its principal business office is located at 2355 E. Camelback Road, Suite 600, Phoenix, Arizona 85016. OpenWorks’ agents for service of process are listed in **Exhibit K**. OpenWorks began operating the type of business being franchised on January 1, 1999 and began

offering franchises through a former subsidiary beginning in 1988. OpenWorks offered janitorial franchises under the name O.P.E.N. Cleaning Systems for a brief period in 1995, and resumed offering janitorial franchises in the first quarter of 1998. OpenWorks offered master franchises between 1987 and 1995 under a separate franchise disclosure document under the name O.P.E.N. Cleaning Systems. OpenWorks also offered master franchises under a separate franchise disclosure document from 1998 to 2004 and from 2013 to 2016. No master franchises were ever sold. If OpenWorks offers master franchises in the future, the franchise opportunity will be offered in a separate franchise disclosure document. OpenWorks has never offered any other type of franchise.

OpenWorks does not have a parent company or any affiliates.

Your OpenWorks Franchised Business

You will provide janitorial services for commercial entities under contracts which you accept from OpenWorks. Once all required individuals have completed initial training and have your business license, you are also encouraged to generate additional accounts for your business. OpenWorks will offer marketing advice and pricing information to assist you in these efforts. OpenWorks provides the same administrative support and receives the same ongoing fees for accounts you obtain yourself as it does for accounts OpenWorks obtains, but it will not assess a marketing fee in connection with accounts you obtain for yourself.

You will not have an option to purchase additional franchises. However, you may request that OpenWorks provide you with additional accounts to be serviced under your existing franchise for a marketing fee, as described in Items 6, 8 and 11. You will execute an amendment to your Franchise Agreement for each additional account purchase, and if you qualify and decide to finance a portion of the marketing fee, you will be required to execute a promissory note. Whether the additional accounts will be provided will depend on whether OpenWorks has the ability to locate more accounts in your area and OpenWorks' assessment of whether you are able to service more accounts.

To effectively operate an OpenWorks franchise you will need to hire personnel. You will be responsible for your employees' wages, insurance and other benefits, and for processing payrolls for them.

The market for janitorial services is well developed and consists primarily of commercial enterprises that need regularly scheduled, high-quality janitorial services performed by independent contractors. This market segment includes healthcare facilities, residential property management facilities, logistics & transportation facilities, warehouse and manufacturing facilities, religious facilities, and other similar facilities. You will compete with other established providers of commercial janitorial services.

Your janitorial service business will be subject to all of the federal, state and local laws that apply to janitorial services and businesses generally, including but not limited to minimum-wage and minimum-wage, environmental, and occupational health and safety laws. These laws vary from place to place. You should investigate these matters further and consult with local authorities and your attorney and other advisors about them.

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer, President, Treasurer and Director: ERIC ROUDI (SHAHROUZ ZAYANDEROUDI)

Eric Roudi has been the Chief Executive Officer, President, Treasurer and a Director of OpenWorks since June 1987.

Chief Financial Officer: HEATHER ZORGE

Heather Zorge became the Chief Financial Officer for OpenWorks in October 2021. Before joining OpenWorks, Ms. Zorge was Chief Financial Officer and Chief Operating Officer for CyberScout, LLC in Scottsdale, Arizona from January 2020 through March 2021. Prior to that, Ms. Zorge was Chief Financial Officer for Western Window Systems from February 2016 through January 2020.

Chief Operating Officer: LIZ CARACCILOLO

Liz Caracciolo has been the Chief Operating Officer for OpenWorks since May 2019. Before joining OpenWorks, Ms. Caracciolo was the EVP/ General Manager, Government Solutions for Verra Mobility Corporation in Mesa, AZ from June 2015 to March 2019. Prior to that, Liz was Vice President of Corporate Development for BillingTree Investors, LLC in Phoenix, AZ from September 2012 to December 2014.

Senior Vice President of Operations and Experience: ED PIM

Ed Pim has been the Senior Vice President of Operations and Experience since November 2020. Before joining OpenWorks, he was Chief Operating Officer – Americas for Menzies Aviation from March 2020 until November 2020 in Dallas, Texas. From March 2019 until March 2020, he was President and Chief Operating Officer for United Service Companies in Chicago, Illinois. From June 2015 until March 2018, he was President for Kimco Services in Atlanta, Georgia.

Senior Vice President of Sales and Strategic Relationships: VICTORIA ROSE MURRAY

Victoria Rose Murray has been the Senior Vice President of Sales and Strategic Relationships since June 2021. Prior to this position, she was the Vice President of National Development for OpenWorks from June 2018 to June 2021. She was the Director of National Development from January 2018 to June 2018. From June 2016 to January 2018 she was Texas Regional Director for OpenWorks. Before that, from January 2012 to May 2016 Ms. Murray served as President of Organization and Leadership Development for Valen Enterprises, Inc. in Austin, Texas.

Strategic Development Manager: MISTY CONNAUGHTON

Misty Connaughton has been the Strategic Development Manager since May 2021. Prior to this position, she was a Franchise Development Manager from January 2021 to May 2021. Before joining OpenWorks, Ms. Connaughton was the Region Director at Dessange Group North America headquartered in Beverly, Massachusetts from 2015 to December 2021.

ITEM 3 LITIGATION

Pending Actions

Toste Investments LLC, et al. v. Eric Roudi, et al. (Superior Court of Maricopa County, Case No. CV20201010236). Ms. Mason, a former Texas franchisee, individually and through her corporate entity, Toste Investments LLC, filed a complaint against OpenWorks alleging Breach of Contract on August 24, 2020 and served OpenWorks on July 15, 2021. The Plaintiff seeks damages in the amount of \$50,000. In January 2022, the Court granted OpenWorks' Motion to Dismiss in its entirety and denied the Plaintiffs' motion for summary judgment. The Plaintiff filed a request to extend the time to amend the complaint on March 13, 2022 in order to address the deficiencies in its pleadings. This request is under consideration by the court as of the effective date of this disclosure document.

Vontray Nubine v. O.P.E.N. America, Inc. DBA OpenWorks (Superior Court of Maricopa County, Case No. CV2021-011972). Mr. Nubine, a former Colorado franchisee, filed a complaint against OpenWorks alleging Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing on July 28, 2021 and served OpenWorks on August 10, 2021. The Plaintiff seeks damages in the amount of \$78,636.48. In January 2022, the Court granted OpenWorks' Motion to Dismiss in part and found that the Plaintiff's claims are subject to arbitration. The Court stayed the matter to allow time for the parties to participate in arbitration.

Jody Williams v. O.P.E.N. America, Inc. (Circuit Court of Cass County, Missouri, Case No. 21CA-CC00162). Mr. Williams, a former franchisee in the Kansas City market area residing in Missouri, filed a complaint against OpenWorks alleging Breach of Contract on August 9, 2021 and served OpenWorks on August 19, 2021. The Plaintiff seeks damages in excess of \$25,000. In January 2022, the Court granted OpenWorks' Motion to Dismiss in its entirety and denied the Plaintiffs' motion for summary judgment. The Plaintiff has until March 11, 2022 to file an amended complaint that addresses the deficiencies in its pleadings. This matter is expected to settle in April 2022, with OpenWorks paying the Plaintiff \$9,000 and dissolving \$9,500 of Plaintiff's debt owed to OpenWorks.

JM & GW Investments LLC v. O.P.E.N. America. Jodie Leamer, a former Texas franchisee, through herself and her entity JM & GW Investments LLC, made allegations against OpenWorks claiming Breach of Contract during the years 2019 and 2020. After informal discussions through counsel, the parties have agreed to conduct arbitration in May 2022. The parties continue to discuss settlement ahead of arbitration.

Concluded Actions

Amber Beasley v. O.P.E.N. America, Inc. d/b/a OPENWORKS (Superior Court of California, County of Los Angeles, Case No. 19STCV43673). Ms. Beasley, a former California franchisee, individually and through her corporate entity, A&M Truckings, LLC, filed a complaint against OpenWorks alleging Breach of Contract. She sought damages in the amount of \$90,000. This matter was fully settled in April 2020, with OpenWorks paying the plaintiff \$4,000 and forgiving her debt in exchange for Plaintiff's release.

Ruth Mark v. O.P.E.N. America, Inc. d/b/a/ OPENWORKS (U.S. District Court for the District of Colorado, Case No. 1:18-cv-02412-NRN; U.S. District Court for the District of Arizona, Case No. 2:18-cv-03780-JAT). Ms. Mark, a Colorado franchisee, filed a Class and Collective Action Complaint and Jury Demand against OpenWorks alleging breach of the Fair Labor Standards Act, violation of the Colorado Minimum Wage and Overtime Law, violation of the Arizona Consumer Fraud Act, as well as allegations under Arizona law for fraud, negligent misrepresentation and breach of the duty of good faith fair dealing. She sought an unspecified amount of actual, compensatory and punitive damages. OpenWorks was served with the lawsuit in October 2018. In November 2018, OpenWorks filed a Petition to Compel Arbitration in the U.S. District Court for the District of Arizona and filed a Motion to Stay Litigation in the Colorado District Court, asserting that the franchisee's claims arise from the Franchise Agreement and that the franchisee agreed in the Franchise Agreement to arbitrate all claims in Arizona. In Colorado, the Motion to Stay Litigation was denied in January 2019 and OpenWorks filed a Notice of Appeal to the U.S. Court of Appeals for the Tenth Circuit in January 2019. OpenWorks then filed in Colorado an Unopposed Motion to Stay All District Court Proceedings Pending Appeal which the Colorado District Court granted in February 2019. In March 2019, OpenWorks filed its appeal of the Colorado decision. In Arizona, OpenWorks filed a Petition to Compel Arbitration in February 2019. This matter was settled in November 2019, with OpenWorks paying the named Plaintiff \$70,000 and forgiving her debt in return for Plaintiff's release. This matter was fully settled in June 2020, with OpenWorks paying the six remaining opt-in plaintiffs a total of \$41,500 and forgiving their debts in return for releases from each of them.

Asha Mohamed v. O.P.E.N. America, Inc., dba OpenWorks (Civil Action, Case No. 12-2-06943-3 SEA). This case was filed in the Superior Court of Washington in and for King County on or about February 24, 2012. The plaintiff, a franchisee, alleged that OpenWorks failed to perform under the franchise agreement by failing to deliver to plaintiff paying accounts to service within 180 days of the date of the franchise agreement and made certain misrepresentations and omissions of material fact. The plaintiff sought rescission of the parties' agreements, damages, exemplary damages and attorney's fees and costs. This matter was settled on May 4, 2012 with OpenWorks paying the plaintiff \$12,232.00 in return for plaintiff's release.

Rosendo Selifis v. O.P.E.N. America, Inc., dba OpenWorks (Civil Action, Case No. 12-2-07653-7 SEA). This case was originally filed in the Superior Court of Washington in and for King County on March 2, 2012. The plaintiff, a franchisee, alleged that OpenWorks (i) violated the Washington Franchise Investment Protection Act by making untrue statements and misrepresentations regarding the income plaintiff would receive from the franchise, selling a franchise for other than a fair and reasonable price and failing to deal with plaintiff in good faith, (ii) engaged in deceptive business practices and unfair methods of competition in violation of Washington law, (iii) breached its contract with plaintiff and (iv) committed fraud, all in relation to OpenWorks' alleged failure to provide plaintiff with accounts satisfying the initial monthly account volume promised. The plaintiff sought general and special damages and treble damages, as well as attorney's fees and costs. This matter was settled effective November 2013 with OpenWorks paying the plaintiff \$15,000 and forgiving \$9,742.99 in debt in return for the plaintiff's release.

Franco, et al. v. O.P.E.N. America, Inc., Shahrouz Zayanderoudi aka Eric Roudi, and Christina Arner (JAMS Reference No. 1160018958). This case was originally filed in the Superior Court of Washington in and for King County on May 16, 2012 (Civil Action, Case No. 12-2-17440-7). The plaintiffs, OpenWorks franchisees, alleged (i) violation of the Washington Franchise Investment Protection Act and the Washington Consumer Protection Act, (ii) breach of contract and (iii) fraud, in connection with initial account volumes. The plaintiffs sought general damages and exemplary and treble damages, as well as attorney's fees and costs. This matter was settled effective November 2013 with OpenWorks paying the plaintiffs \$185,000 and forgiving \$107,868.97 in return for plaintiff's release.

Jinhua Li v. O.P.E.N. America, Inc., dba OpenWorks (Civil Action, Case No. 12-2-30734-2). This case was filed in the Superior Court of Washington in and for King County on September 20, 2012. The plaintiff, a franchisee, alleged that OpenWorks violated common law contract principles, the Franchise Investment Protection Act and the Consumer Protection Act, all in relation to OpenWorks' alleged failure to provide the franchisee accounts with the promised per month dollar volume. The plaintiff sought such amount of damages as would put plaintiff in as good a position as she would have been had OpenWorks performed under the contract and an order that the franchise agreement not be enforced against plaintiff, as well attorney's fees and costs. This matter was settled on September 20, 2013 with OpenWorks paying the plaintiff \$11,000 and forgiving \$9,000 in debt in return for plaintiff's release.

L. Solano v. Tanaka, Reliable Maintenance, Cambro Manufacturing Co., OpenWorks, O.P.E.N. America, Inc. (Superior Ct. CA, Orange County, Case No. 30-2015-00823186-CU-OE-CJC). Luisa Solano was an employee of a Tanaka, an OpenWorks franchisee who was doing business as Reliable Maintenance. The employee provided cleaning services at Cambro Manufacturing ("Cambro") at the franchisee's instruction. The employee alleged claims of failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wages, failure to pay overtime wages, failure to pay split shift premiums, waiting time penalties, failure to make adequate itemized statements, violation of California Labor Code section 2801 and a general violation of Business and Professions Code Section 17200, et seq. for unlawful, unfair or fraudulent business practices. OpenWorks filed an answer July 2016, denying all claims made against it, and Cambro filed a demur, disagreeing with the allegations. The franchisee fled the country and refused to return. Without any admission of liability and with a denial that OpenWorks or Cambro ever acted in a manner that violated any statutory law or other right, OpenWorks and Cambro settled the matter for a payment of \$12,500 to the employee and a payment of \$2,500 to the California Labor Workforce and Development Agency in return for the employee's release and dismissal of claims against OpenWorks and Cambro, which was approved by the court in January 2017.

Other than these actions, 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

You must pay OpenWorks an initial franchise fee, determined as described in the chart below. The initial franchise fee is non-refundable unless OpenWorks is unable to offer the

applicable initial monthly account volume to you for the package you purchase within the fulfillment period specified in the Franchise Agreement. The full initial franchise fee, or the applicable down payment portion of the initial franchise fee, is due when you sign your Franchise Agreement.

Standard Financing Program

OpenWorks Package	Initial Monthly Account Volume (Note 1)	Franchise Fee	10% Discount For Cash (Note 1)	OPENWORKS FINANCING PROGRAMS STANDARD PROGRAM		
				Down Payment	Amount Financed	Monthly Payment – 24 months (Note 2)
OW P	0	2,500	N/A	2,500	0	N/A
OW 7	7,000	24,850	2,485	14,850	10,000	470.73
OW 10	10,000	33,000	3,300	23,000	10,000	470.73
OW 25	25,000	72,000	7,200	62,000	10,000	470.73

Notes:

1. The initial monthly account volume is the amount of the gross monthly dollar volume of the cleaning accounts that are packaged together for the franchise level you purchase. Your monthly account volume may increase if you add additional cleaning accounts. If a cleaning account terminates its maintenance agreements, OpenWorks will replace that account under certain circumstances. Refunds are only offered as described below in this Item 5. If you pay the initial franchise fee in full when you sign your Franchise Agreement, other than for the OW P package, you will receive a 10% discount.

2. Principal and 12% annual interest (unless reduced in OpenWorks' sole discretion) to be paid in up to 24 months as shown. See Item 10.

Veterans Financing Program.

For veterans, OpenWorks will offer a 10% discount off the initial franchise fee, which discount is deducted from the amount financed.

OpenWorks Package	Initial Monthly Account Volume (Note 1)	Franchise Fee	10% Discount For cash or veterans (Note 1)	OPENWORKS FINANCING PROGRAMS VETERANS PROGRAM			
				Discounted fee (10%)	Down Payment	Amount Financed	Monthly Payment (Note 2)
OW P	0	2,500	250	2,250	2,250	0	N/A
OW 7	7,000	24,850	2,485	22,365	14,850	7,515	353.76
OW 10	10,000	33,000	3,300	29,700	23,000	6,700	315.39
OW 25	25,000	72,000	7,200	64,800	62,000	2,800	131.81

Notes:

1. The initial Monthly Account Volume is the amount of the gross monthly dollar volume of the cleaning accounts that are offered to you for the franchise level you purchase. Your monthly account volume may increase if you add additional cleaning accounts. If a cleaning account terminates its maintenance agreements, OpenWorks will replace that account under certain circumstances. Refunds are only offered as described below in this Item 5. If you pay the initial franchise fee in full when you sign your Franchise Agreement, you will receive a 10% discount.
2. Principal and 12% annual interest (unless reduced in OpenWorks' sole discretion) to be paid in up to 24 equal monthly payments. See Item 10.

Both programs

The fee schedule does not include sales tax which is your responsibility. It is your responsibility to comply with all applicable laws, including tax liability.

The initial franchise fee and terms of payment shown in the chart above are uniform for all franchisees, except in the event that OpenWorks adopts a temporary incentive program under certain circumstances. For example, if OpenWorks is expanding its franchise program into a new state, then OpenWorks may offer a discount reducing the total initial franchise fee for the first franchisees in that new area that execute franchise agreements. Discount programs are determined by OpenWorks in its sole discretion and most often range between a \$2,000 to a \$5,000 reduction in initial franchise fee. In 2021, OpenWorks did not discount its initial franchise fees. We may do so again in the future. Incentive programs may involve discounted initial franchise fees, additional financing or gift card programs. The initial franchise fee does not apply to franchisees signing a renewal agreement.

Higher franchise levels with increased account volume may be available in your area. If so, then the additional account volume would be offered in additional \$5,000 increments from the levels at OW 25. The franchise fee would be calculated as the OW 25 franchise fee of \$72,000 plus a multiplier of 3 times the increased volume amount. For example, for a \$5,000 increase from a \$25,000 account volume to a \$30,000 account volume, the initial fee would be calculated as $\$72,000 + (\$5,000 * 3)$ or \$87,000. The amount financed under the standard program would remain at \$10,000 total and the down payment would be calculated as the franchise fee less the \$10,000 financed. The veteran's program would have the same down payment for each franchise level as the standard program but a 10% discount would be deducted. See Item 10.

The initial franchise fee is non-refundable unless OpenWorks has been unable to offer the applicable initial monthly account volume to you for the package you purchased within the fulfillment period specified in the Franchise Agreement. See Item 11 for the time periods in which OpenWorks must offer accounts to you. The fulfillment periods range from 240 days for the OW 7 package to 780 days for the OW 25 package, following completion of all requirements. For packages over OW 25, the fulfillment period is an additional 150 days for each additional \$5,000 in account volume. If OpenWorks does not offer you the volume of accounts within the time period required, your sole remedy is a partial refund, as described below. OpenWorks can reduce the volume of accounts at any time by refunding the applicable portion of your initial fee.

If OpenWorks is unable to offer the initial monthly account volume for the franchise package you purchased during the applicable fulfillment period, you may request in writing within 30 days of the end of the fulfillment period a partial refund of the initial franchise fee instead of waiting for the remaining volume. The partial refund will be in the form of a reduction of a promissory note owed to OpenWorks by you, or if no promissory note exists, a cash refund. The credit or refund will be an amount equal to the difference between the initial monthly account

volume of the package you purchased and the actual account volume of the account(s) actually provided, multiplied by the package multiplier applicable to the package that was purchased. The package multipliers are as follows:

<u>OpenWorks Package</u>	<u>Multiplier</u>
OWP	N/A
OW7	2.71
OW10 and above	2.56

OpenWorks has the right to offset any amounts you owe it at the time of any refund against the amount of the refund.

The following is an example of the calculation of a credit or refund:

You purchase OpenWorks Package OW7 for \$24,850, with \$14,850 down and \$10,000 financed. This Package should generate \$7,000 in Account Volume per month. However, OpenWorks offers you accounts that generate a total of \$6,000 in Account Volume per month by the end of the fulfillment period. To calculate your refund, the first step is to subtract the actual account volume from the initial monthly account volume for the package purchased, as follows: $\$7,000 - \$6,000 = \$1,000$. The difference is then multiplied by the multiplier for OpenWorks Package OW7: $\$1,000 \times 2.71 = \$2,710$. However, since you have an outstanding note balance of \$10,000 payable to OpenWorks (assuming no payments were made), the \$2,710 refund will apply to that balance. Therefore, in this case the promissory note is reduced from \$10,000 to \$7,290 ($\$10,000 - \$2,710 = \$7,290$) and no cash refund is given.

The reason why the net cost to you of the accounts provided to you in the above example is less than it would have been if you had purchased the smaller package in the first place is that the cost per dollar of initial account volume decreases as the size of the package increases. If OpenWorks fails to provide you with the initial monthly account volume for the package you purchase, your initial franchise fee is still calculated at the same cost per dollar of initial monthly account volume as the package that you purchased.

OpenWorks will verify the credit of and conduct a background check on all your owners and/or members. You must pay a background check fee of up to \$80.00 per individual.

ITEM 6 OTHER FEES

Type of Fee	Amount (Note 1)	Due Date	Remarks
Royalties	15% of Gross Revenue (Note 2)	Monthly	Paid to OpenWorks as part of its billing and collection services. Subject to a minimum of \$300 monthly royalty fee.
Advertising Fund Fee	Up to 3% of Gross Revenue (currently 2.5% is collected)	Monthly	Deducted from funds OpenWorks remits to you.

Type of Fee	Amount (Note 1)	Due Date	Remarks
Marketing Fees	Three times one month's billing on a new account or on the increase in an existing account	Upon contracting for additional account unless financed	We reserve the right to increase the marketing fees at any time by providing you with 30 days advanced written notice or by amending the Manual.
Technology and Innovation Fee	Up to 2% of Gross Revenue (currently .5% is collected)	Monthly	We reserve the right to increase the technology and innovation fees at any time by providing you with 30 days' advanced written notice or by amending the Manual.
Background Check Fee	Currently up to \$80 per background check	Prior to signing Franchise Agreement for each owner and thereafter, upon request for background check	OpenWorks will verify your credit and perform a background check again if requested by a client.
Special Project Fee	0% or 15% or 30% of Gross Revenue from job	Upon payment of revenue to Franchisee	Percentage depends on whether you or OpenWorks obtained and/or priced the job. Deducted from funds OpenWorks remits to you. (Note 3)
Initial Training Fee	\$250 per group	Upon registration for training	No charge for first group trained before you begin business.
Continuing Training Classes	\$0 to \$150 per class or platform	At beginning of class	Classes may be optional or mandatory, in OpenWorks' discretion.
Cancellation Charge	\$50	Upon missing appointment	For any training class, inspection or appointment with OpenWorks or a customer, including any cleaning, that you schedule and fail to attend.
Renewal Fee	\$2,500	Upon signing of new Franchise Agreement	Paid to OpenWorks.
Account Transfer Fee	\$50 per Account	Upon approval of transfer by OpenWorks	Applies to transfer of one or more, but less than substantially all, of your Accounts.

Type of Fee	Amount (Note 1)	Due Date	Remarks
Franchise Transfer Fee	\$0 to \$2,000	Before transfer	No fee for transfer of a partial interest to an existing co-owner unless the co-owner will have a controlling interest and has not completed training; \$2,000 transfer fee of more 50% or greater ownership to a new owner.
Document Preparation Fee	\$250	Upon request for preparation	Payable only if you request the preparation of customized documents for marketing or other purposes.
Unauthorized Marketing Fee	\$200	Upon discovery and request	If you use any unauthorized marketing materials, OpenWorks may impose a fee of \$200 per violation, which may continue to be imposed on a monthly basis if the violation continues.
Trouble Call Fee	\$50 per occurrence, plus reimbursement if replacement services are required	Upon discovery of the need	Compensates OpenWorks for investigating and fixing customer complaint; current charge of \$50 is subject to change.
Insurance	Currently 3.6% of Gross Revenue (subject to change upon notice)	Monthly	Payable if you choose to enroll in OpenWorks' insurance program or fail to maintain required insurance and OpenWorks enrolls you in its insurance program. See Item 8.
Workers' Compensation Insurance	Varies based on state of operation	Monthly	This fee is payable to us only if you do not carry your own Workers' Compensation Insurance and you are enrolled in OpenWorks' insurance program.
Supplier Evaluation	OpenWorks' expenses (estimated to range from \$100 to \$5,000)	Upon demand	If you request evaluation of a new supplier, you must reimburse OpenWorks' expenses for inspections, investigations and testing.
Customer Charges	Amount customer charges plus \$500/day	Upon demand	Payable only if customer keys and codes are not turned over to OpenWorks immediately when you are removed from or discontinue services to a customer for any reason.
Indemnification	Amount of OpenWorks' liabilities	As incurred	Covers claims and liabilities incurred by OpenWorks relating to your operation of your business.

Type of Fee	Amount (Note 1)	Due Date	Remarks
Audit Costs	OpenWorks' expenses (\$100 to \$5,000)	Upon demand	Payable if OpenWorks must obtain an audit due to Franchisee's deficiencies. For example, if you do not report all your Gross Revenue to OpenWorks.
Attorneys' Fees	Amount incurred by OpenWorks	As incurred	Attorneys' fees and costs for enforcing your agreements.
Interest on Unreimbursed Advances	12% per year	Beginning on the 91 st day after an advance is not repaid	Payable on amounts OpenWorks advances to you before your customers pay, if your customers don't pay and you don't reimburse OpenWorks within 90 days.
Interest on Late Payments	Lesser of 21% per year or highest rate allowed by law	Upon demand	
Lost Document Fee	\$25 per replacement copy	Upon request for copy of lost document	Payable if you request a replacement of any damaged, lost or otherwise misplaced document relating to the franchise relationship.

Notes:

1. All amounts referred to in this chart are payable to OpenWorks and are non-refundable and uniformly imposed.
2. Gross Revenue is the total amount paid by all customers for your services within an accounting period. There is no reduction for taxes or any other purpose.
3. Applies to any one-time, non-recurring job that you perform, such as carpet cleaning, for which OpenWorks prices and/or solicits the job, regardless of who originally obtained the customer. If you obtain and price the job, the special project fee is zero. If you obtain the job, but OpenWorks prices the job, the special project fee is 15% of the total contract price. If OpenWorks obtains the job, but you price the job, the special project fee is 15%. If OpenWorks obtains and prices the job, the special project fee is 30%.

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 (Note 1)	\$2,500 to \$72,000	Lump sum or installments	At signing and/or monthly	OpenWorks
Background Check Fee (Note 2)	Up to \$80 per individual	Lump sum	Prior to signing and as incurred	OpenWorks
Expenses During Training (Note 3)	\$0 to \$500	As incurred	As incurred	Vendors
Uniforms (Note 4)	\$0 to \$400	As incurred	When purchased	OpenWorks or approved supplier
Computer (Note 5)	\$0 to \$1,500	As incurred	When purchased	Vendors
Additional Supplies (Note 6)	\$0 to \$500	As incurred	When purchased	OpenWorks or approved supplier
Additional Equipment (Note 6)	\$0 to \$5,000	As incurred	When purchased or leased	OpenWorks or approved supplier
Organizational Costs (Note 7)	\$500 to \$3,000	As incurred	As arranged	Attorney, accountant, adviser
Insurance (Note 8)	\$1,000 to \$3,000	Lump sums	Before opening	Carriers
Lease (Note 9)	\$250 to \$1,000	Cash or check	As required by your lease	Landlord
Construction and remodeling (Note 9)	\$0 to \$5,000	As requested by landlord	As requested	Landlord or Contractor

Your Estimated Initial Investment				
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Furnishings (Note 9)	\$0 to \$7,500	Cash or financing	As requested	Various Suppliers
Additional Operating Funds for 6 to 12 Months (Note 10)	\$0 to \$35,000	As incurred	Varies	Employees, others
Total	\$4,250 to \$134,480			

Your estimated initial investment before you begin operating your business and for your first three months of operations are shown on this chart. Except for the initial franchise fee, all figures are estimates and payments to OpenWorks are nonrefundable.

Notes:

1. The initial franchise fee is non-refundable unless OpenWorks has been unable to offer the applicable initial monthly account volume to you, in which case you may elect to receive a partial refund. See Item 5. For all packages except the OW P package, you may choose to finance a portion of the initial franchise fee as described in Item 10.

2. Prior to executing the Franchise Agreement and as requested during the term of the Franchise Agreement, you will pay OpenWorks a background check fee for verifying the credit history and conducting a background check of each owner and/or member of Franchisee. The fee is currently up to \$80 per individual. You will execute the Background Check Release and Authorization Form attached to this Franchise Disclosure Document at **Exhibit N**.

3. Most trainees remain living at home and commute to training, but you may have costs for travel and meals during training.

4. If you hire cleaning crews, then all members of the cleaning crew must wear uniforms previously approved by OpenWorks. Uniforms for your cleaning crews consist of an OpenWorks shirt. During all business hour visits to the customer, you or your designated manager, if you have one, must be in professional business attire or in business casual attire with an OpenWorks polo shirt with the OpenWorks logo. The range shown is the initial purchase cost of uniforms for one to 20 people. OpenWorks will provide you with two t-shirts and one polo shirt as part of your initial package for all gross monthly dollar volume levels. The cost of t-shirts currently ranges from \$7 to \$15, the cost of polo shirts ranges from \$19 to \$24. All prices are determined by outside vendors and are subject to change.

5. You must have a computer system and mobile smart phone with sufficient data capabilities for you to access the Internet, e-mail, and other required mobile and non-mobile technology platforms.

6. You may elect to purchase additional supplies or purchase or lease additional equipment in addition to those supplied by OpenWorks.

7. The amount for organizational costs will include the cost to form an entity and obtain advice from independent advisors.

8. Premiums for the first three months for general liability, employer's liability coverage, and workers' compensation insurance. You may elect to purchase certain insurance through the insurance program we sponsor.

9. An OpenWorks franchise is designed to be compatible with a home-based business model. No retail or commercial location will be required. OpenWorks provides some administrative support from its offices, such as billing and customer service support. Factors that should be considered when selecting an office location for your OpenWorks business, if needed, should include: quality of neighborhood and area, overall need for leasehold improvement and/or fixtures and rental square footage rate for the area. All of the above factors are relative to one another. If you need to acquire office space to accommodate your OpenWorks business, you may need to make certain improvements to your office space. The cost of leasehold improvements will vary based upon size, condition and location of the premises, local wage rates and material costs. You may have to purchase or lease office furniture if you do not currently have office furniture. We do not recommend you begin operating your business from an outside location. The vast majority of past and current franchisees have chosen to operate their businesses out of their homes.

10. The estimate for additional operating funds includes amounts required to cover operating shortfalls and cash flow shortages during your first six to twelve months of operation. OpenWorks relied on its own experience and that of its former subsidiaries in estimating this amount. This figure DOES NOT include anything for your salary or living expenses.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases from OpenWorks

OpenWorks provides you with routine billing and collection services which you are required to use. For one-time special projects, OpenWorks charges a special project fee of 15% or 30% of the Gross Revenues from the project. See Item 11 for a detailed description of these services, and Item 6 for more information about the calculation of these fees. These fees are deducted from the revenue collected by OpenWorks and remitted to you.

There are no other goods or services that you must purchase from OpenWorks as of the date the Franchise Disclosure Document was issued, although OpenWorks may require you to do so in the future. Other than OpenWorks itself, there is no supplier in which an officer or director of OpenWorks owns an interest.

Optional Purchases and Leases from OpenWorks

Marketing Services for Additional Accounts

You may request OpenWorks to provide you with additional accounts. If your franchise and its services to your then-current accounts are in good standing, then OpenWorks may offer you such accounts or increased billings under accounts you are already servicing. See Item 11 for a description of these services. If you ask OpenWorks to provide you with additional accounts, or if you accept any additional or increased accounts, you must pay OpenWorks a marketing fee. The current marketing fee is 3.0 times the monthly additional account volume. The marketing

fee is not refundable. OpenWorks may finance a portion of the marketing fee if you meet OpenWorks' conditions and qualifications. You must sign an Agreement for Account Assignment or Increase, which is attached as **Exhibit E** to this Disclosure Document, for each account you agree to service.

Equipment and Supplies

OpenWorks itself is an approved supplier of equipment, and you may purchase equipment from OpenWorks if you wish. See the Equipment Purchase Agreement form attached as **Exhibit F** to this Disclosure Document. OpenWorks expects to sell this equipment at its cost, plus an administrative fee of up to 40%.

Insurance

You will be subject to the following requirements and policies regarding insurance for your franchise:

- You must purchase and maintain a policy or policies of comprehensive public liability insurance, including employer's liability coverage, product liability coverage, covering all janitorial service assets, personnel and activities on an occurrence basis with a combined single limit for bodily injury, losses, death or property damage of not less than \$2,000,000.
- In some instances an Account may request additional insurance, which you will have to additionally purchase.
- You must obtain hired and non-hired auto insurance with a minimum of \$1,000,000 liability coverage on all vehicles involved in the OpenWorks business.
- You must carry property insurance in a minimum amount equal to the replacement value of your interest in the Janitorial Service supplies, vehicles and equipment.
- You must maintain workers' compensation policies for your employees in an amount not less than \$1,000,000 and not less than the minimum requirements of applicable law.
- You must maintain policies of disability insurance and any other types of insurance required by applicable law.
- You must maintain business interruption insurance in an amount sufficient to pay OpenWorks for at least six months of your obligations to us, including financed note payables, royalty fees, advertising fund fees and any other amounts that would have been earned or paid.
- OpenWorks may increase the minimum coverage requirements set forth in this Franchise Disclosure Document annually if necessary to reflect inflation or other changes in circumstances.
- Each insurance policy that is required under this Franchise Disclosure Document must contain a provision that the policy cannot be canceled without 10 days' written notice to OpenWorks; it must be issued by an insurance company with a rating of A- or better by A.M. Best, designate OpenWorks and its officers and directors as an additional named insured, and be satisfactory to OpenWorks in form, substance and coverage. You must deliver a certificate of the issuing insurance company evidencing each policy to OpenWorks within ten days after the policy is issued or renewed.

- If you fail to purchase the required general liability insurance or any additional insurance, OpenWorks may enroll you in any insurance program it sponsors or purchase the insurance for your benefit and deduct the premiums and other related costs from your monthly Gross Revenue. If enrolled, OpenWorks and its officers are named as an additional insured on the policy. Failure to maintain the required amounts and types of insurance set forth in this Franchise Disclosure Document, or any other insurance required by applicable law, may result in a loss of Accounts or termination of your Franchise Agreement.

Currently, 58% of franchisees participate in the Worker's Compensation insurance program that OpenWorks sponsors with Argonaut Insurance Company, Pacific Compensation, and CopperPoint Western Insurance Companies ("WC Carriers") and 72% of franchisees participate in the General Liability insurance program that OpenWorks sponsors with QBE Insurance Corp. ("GL Carrier"). The remainder of franchisees elect to arrange for their own insurance from other insurance carriers. The WC Carrier offers Worker's Compensation that meets the applicable state's requirements and includes \$1,000,000 of coverage for bodily injury by Accident – each accident, \$1,000,000 of coverage for bodily injury by disease – each employee and \$1,000,000 of coverage for bodily injury by disease – policy limit. There is no deductible for the Workers Compensation program. The GL Carrier offers \$1,000,000 each occurrence, \$100,000 damage to premises rented to you, \$10,000 medical expense limit, \$1,000,000 personal injury limit, \$2,000,000 general aggregate limit and \$2,000,000 products/completed operations aggregate limit. The deductible for the General Liability insurance program ranges from \$0 to \$500. If a franchisee has a potential claim, the franchisee would contact OpenWorks who will provide the franchisee with the applicable insurance company agent to work with for processing the claim. The franchisee is liable for any claim that is outside of the policy coverage. OpenWorks annually purchases a policy that covers a certain amount of gross customer billings for its franchisees that elect to participate as well as coverage for itself and its own employees. OW evaluates the carriers each year and may substitute carriers during the year. OpenWorks determines the premium cost for its franchisees that elect to be covered under the policy based on the ranges of gross billing amounts by the franchisee. Franchisees with more gross billings will pay a higher premium. On an annual basis OpenWorks provides the franchisee information and gross billing amounts for all franchisees in the program to the insurance company along with insurance certificates for non-participating franchisees. The amount a franchisee will pay will vary on an annual basis based on the insurance costs and the franchisee's gross billings. OpenWorks includes an administrative fee for the premiums for handling the program but there is no markup on the deductible amount a franchisee pays for a claim. OpenWorks will provide a certificate of insurance to each cleaning customer upon request for any franchisee that elects to participate in the program and to any franchisee upon request.

Approved Suppliers and Specifications for Goods and Services

In order to manage the reputation of the OpenWorks network for delivery of uniform, quality service, OpenWorks requires that you obtain all the office supplies, uniforms, forms, cleaning materials and supplies that you use from suppliers that OpenWorks designates or approves. OpenWorks will give you, in the Manual or otherwise in writing, a list of names and addresses of suppliers of goods and services that OpenWorks designates or approves. OpenWorks may revise the Manual periodically. See Item 11.

If you wish to use any product that is not previously approved by OpenWorks to meet OpenWorks' specifications or that is sold by a supplier not previously approved by OpenWorks, you must advise OpenWorks of this fact and, upon OpenWorks' request, give OpenWorks product specifications, sample products, and/or information about the supplier. OpenWorks will communicate either its approval or its reasons for withholding its approval to you within 10 business days. Silence may not be construed as consent. The primary criteria considered by

OpenWorks in approving suppliers are the consistency and commercial-grade strength of products and the willingness of suppliers to render product support. As a condition of approving a supplier or product, OpenWorks may require you to reimburse it for any expenses reasonably incurred by OpenWorks in inspecting the supplier's premises, investigating the supplier, and testing the product. As a condition of approving a supplier of any product that will bear the Trade Name or Marks, OpenWorks may require that the supplier sign a license agreement with OpenWorks or provide a rebate. OpenWorks may withdraw its approval of a supplier or product if either or both no longer meet OpenWorks' standards or specifications. OpenWorks will notify you in writing if this occurs.

Revenues from Sales and Leases to Franchisees

In the year ended December 31, 2021, the gross revenues of OpenWorks from franchisees' purchases of services and supplies, and purchases and leases of equipment, including interest when any such purchases were financed, were \$0 which was 0% of OpenWorks' total revenues of \$99,040,704.

In the year ended December 31, 2021, the gross amount of deposits for franchisee insurance and bonds collected by OpenWorks was \$2,098,819 which was 2% of OpenWorks' total revenues.

Percentages of Franchisee Purchases and Leases

OpenWorks estimates that the costs of the goods and services you purchase and lease from OpenWorks and its approved suppliers, and in accordance with OpenWorks' specifications, will be over 98% of your total purchases and leases in connection with the establishment of your business, and of your total annual purchases and leases thereafter in connection with the on-going operation of your business as of the date this Disclosure Document was issued.

Purchasing Cooperatives

There are no purchasing or distribution cooperatives for the purchase or lease of goods or services relating to your business as of the date this Disclosure Document was issued.

Supplier Purchase Arrangements

From time to time, OpenWorks or its affiliates may negotiate one or more agreements with suppliers of uniforms, chemicals, equipment or supplies in order to ensure competitive pricing and quality for its franchisees. OpenWorks may also recommend certain suppliers of business services such as payroll services, accounting services, lending services, which are optional for you to use. OpenWorks may under some circumstances receive rebates from such suppliers of 1% to 15% of the amounts of purchases or services by franchisees. Except as discussed above, OpenWorks has not negotiated purchasing arrangements on behalf of its franchisees in the past.

Material Benefits

OpenWorks does not provide any material inducements or special benefits (such as renewal or additional franchises) to you based on whether you make purchases or enter into leases with OpenWorks or any approved supplier.

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/lease	Not applicable	7, 8, 11
b.	Pre-opening purchases/leases	Not applicable	5, 7, 8
c.	Site development and other pre-opening requirements	Not applicable	5, 7, 12
d.	Initial and ongoing training	5.1	11
e.	Opening	7.2.1	11
f.	Fees	5.4.2, 6	5, 6, 7, 8
g.	Compliance with standards and policies/Operating Manual	7.2	8, 11, 14
h.	Trademarks and proprietary information	3.7, 3.18, 3.22, 3.25, 7.1, 8.1, 8.5	13, 14
i.	Restrictions on products/services offered	7.2.4	16
j.	Warranty and customer service requirements	7.2.3, 7.2.5	16
k.	Territorial development and sales quotas	Not applicable	12
l.	Ongoing product/service purchases	5.8	8, 10
m.	Maintenance, appearance, and remodeling requirements	Not applicable	8, 17
n.	Insurance	7.3	6, 8
o.	Advertising	5.7, 7.1.3	6, 8, 11
p.	Indemnification	8.4	6, 13

Obligation		Section in Agreement	Disclosure Document Item
q.	Owner's participation/management/staffing	7.2.8, 7.2.10, 7.2.11	7, 15
r.	Records and reports	5.4	6
s.	Inspections and audits	6.6, 6.7, 7.2.6	6
t.	Transfer	9	6, 17
u.	Renewal	4.2.2	17
v.	Post-termination obligations	5.2.6, 8.5.4, 10.4	17
w.	Non-competition covenants	8.6	17
x.	Dispute resolution	11	17
y.	Other: Guaranties, Confidentiality and Non-Competition Agreement; Spousal Consent (Note 2)	11.13, Attachments 3, 4 and 6	6, 10, 15, 22

ITEM 10 FINANCING

Initial Franchise Fee or Marketing Fee

You may finance a portion of the initial franchise fee, except if you are purchasing an OW P package, or a portion of any marketing fee, subject to OpenWorks' discretion and approval. The amount OpenWorks will agree to finance will depend on the size of the transaction, your other debt, your credit history, and your anticipated cash flow. In order for OpenWorks to evaluate your credit history, prior to execution of the Franchise Agreement you must complete a background check authorization form which is attached as **Exhibit O** to this Franchise Disclosure Document. (This form may be revised by the credit agency.) You will be required to provide your birth date, social security number, driver's license information and current address. Your execution of this form is your notification that a background check will be ordered on you to evaluate your credit history.

Financing terms are 12% per year (unless reduced at OpenWorks' discretion) or the highest rate permitted by applicable law, whichever is less, over up to a two year period for both the initial franchise fee and the marketing fee. The loan will be evidenced by a promissory note in the form of **Exhibit D** to this Franchise Disclosure Document. A 10% discount is offered under the veteran's program.

For the marketing fee, if the down payment is not paid when the contract is signed, it must be paid as a first installment, and the balance plus interest will be payable in up to 24 equal monthly installments, in OpenWorks' sole discretion. The minimum down payment for the marketing fee is 20% of the additional billing volume.

No collateral is required to secure the note. However, the personal guaranties of the Franchise Agreement signed by your principals and their spouses will also cover the note. A personal guaranty may override the protections given to your personal assets that your ownership interest in a corporation or limited liability company generally provides. The guaranty includes a provision that you may not bring a counterclaim or setoff to any claim brought by OpenWorks under the note. The note may be prepaid at any time without penalty. There is an acceleration clause that becomes effective upon certain events of default.

If a default occurs under the note, your Franchise Agreement, or any other agreement that you have with OpenWorks, or if OpenWorks determines in its reasonable judgment that your financial condition has become unsatisfactory, OpenWorks can accelerate the entire amount due under the note, collect its costs and attorneys' fees, and terminate your franchise if the note is not paid in full immediately. One of the default provisions is that OpenWorks may accelerate the amount due under the note if you fail to pay, withhold, collect or remit any tax when it is assessed or due. There are other default provisions.

The note includes a waiver of notice. If the particular events of default listed in the note occur, OpenWorks is not required to give you notice of the default before calling the note due under the acceleration clause.

OpenWorks reserves the right to assign your note. OpenWorks has not sold notes in the past, and has no present intention to do so in the future. OpenWorks has pledged its stock to a bank as collateral for a loan, and anticipates continuing to do so. OpenWorks itself remains fully obligated to you to perform all the services for which you give the note and you retain all your defenses against OpenWorks. As a result of the pledge to the bank, however, you may not be able to assert your defenses against the bank if the bank is collecting your payments on the note. In that case, you would have to assert your claims against OpenWorks in a separate action.

Equipment

OpenWorks has an equipment purchase program to finance purchases of equipment for use in its franchisees' businesses. OpenWorks is the lender in these transactions. It will finance the entire purchase price of the equipment at an annual interest rate of 12%. The agreement requires 12 equal monthly payments.

The equipment itself is the collateral and normally you are the only guarantor. Prepayment in whole or in part may be made at any time without notice or penalty. Should a default occur, then the whole sum of principal, and interest thereon which shall then have accrued but which remains unpaid, shall become immediately due and payable at the option of OpenWorks, with default interest on the entire unpaid principal and accrued and unpaid interest from the date of such default until paid at the lesser of (i) the rate of one percent (1%) per month, or (ii) the highest rate permitted by applicable laws.

No Other Financing

OpenWorks does not directly or indirectly offer any other financing to you. OpenWorks does not guarantee any loan, lease or other obligation you may enter into with a third party. . OpenWorks does recommend certain independent third party lenders for franchisees to contact. OpenWorks receives a \$1,000 referral fee from Guidant Financial for each franchisee that enters into an agreement with the lender. OpenWorks does not receive any consideration from its other recommended lender, Bank of America. OpenWorks not receive any other direct or indirect payments for any financing you may receive from third parties.

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

Except as listed below, OpenWorks is not required to provide you with any assistance.

Our Obligations Before Opening

Before the opening of the franchised business, we will provide you with the following:

- (1) No requirement for site approval. You do not need to have our approval of any business location provided that you stay within your territory. (Franchise Agreement § 4.1.1.)
- (2) Initial Training Program. Before you begin business, OpenWorks will conduct a training program in the operation of an OpenWorks janitorial service business as more fully discussed below under the caption "Training." (Franchise Agreement § 5.1.1.)
- (3) Equipment and Supply List. You must use only equipment and supplies from our designated and approved suppliers. We will provide you with an equipment list and supplier list. (Franchise Agreement § 5.3.)
- (4) Manual. OpenWorks will lend you its Operations and Safety Manual as more fully discussed below under the caption "Manual." (Franchise Agreement §§ 5.6. and 5.8.)
- (5) Initial Accounts. You will not begin operations until you have met our training, formation, equipment, and certificate requirements. Once you have met these obligations, you may commence operations by finding accounts, and, if required, OpenWorks will offer you cleaning accounts whose gross monthly dollar volume of cleaning services will be cumulated to reach the initial monthly account volume of the franchise package you purchase. (Franchise Agreement § 5.2.)

Our Obligations during Operations

OpenWorks is not required to offer you any assistance not described below after you begin business.

- (1) Opening. After you have met our requirements and accepted at least one account, you will begin operations. OpenWorks will continue to offer you cleaning accounts whose gross monthly dollar volume of cleaning services will be cumulated to reach the initial monthly account volume promised in the Franchise Agreement within the fulfillment period for the franchise package you purchase. OpenWorks has between 240 to 780 days to offer you the cumulative volume of these accounts, depending on the package purchased. See the chart in this Item 11. (Franchise Agreement § 5.2).
- (2) Equipment and Supply Kit. For all packages except the OW P package, at no additional charge, OpenWorks will provide you with an initial equipment and supply kit to operate your business. (Franchise Agreement § 5.3.)
- (3) Billing and Collection. OpenWorks will provide billing and collection services. (Franchise Agreement §5.4.1.)

- (4) Limited Cash Flow Protection Service. In certain circumstances only, during your initial fulfillment period OpenWorks will advance you a sum equal to any delinquent payments that should have been, but were not, received by OpenWorks from certain customers you serviced. Any such sums advanced to you by OpenWorks must be paid to OpenWorks within 90 days after the date upon which payment was due from the Account whose payment was delinquent. Thereafter, you must repay OpenWorks or it may deduct amounts owed to it by you for such advances from any and all money collected by OpenWorks on your behalf. You must pay OpenWorks interest at the rate of 12% per year on any advances for which OpenWorks has not been reimbursed within 90 days after the date upon which payment was due from the Account. (Franchise Agreement § 5.4.2.)
- (5) Additional Accounts. In certain circumstances only, OpenWorks may offer you additional accounts. (Franchise Agreement § 5.2.4.)
- (6) Replacement of Accounts. If any of your initial accounts terminates its janitorial service agreement within one year after you begin servicing the account, OpenWorks will, in its sole and absolute discretion, either: i) offer you a replacement account within 150 days or ii) issue a partial refund of the initial franchise fee, pro-rated for account volume and days remaining in the first year of that particular account. If any of your additional accounts terminates its janitorial service agreement within six months of your acceptance of the account, OpenWorks will, in its sole and absolute discretion, either: i) offer you a replacement account within 150 days or ii) issue a partial refund of the Marketing Fee for that particular account, pro-rated for account volume and days remaining in the first 6 months of the account. (Franchise Agreement § 5.2.4.)
- (7) Consultation. Upon your request, OpenWorks will use commercially reasonable efforts to make its personnel available to you at no charge for consultation. (Franchise Agreement § 5.5.)
- (8) Advertising Fund. OpenWorks will administer an advertising fund which will be used by OpenWorks for certain marketing development and branding. (Franchise Agreement § 5.7.)

Our Obligations in Detail Before and During Operations

Site Selection

This is designed to be compatible with a home-based business model. No retail or commercial location will be required. However, if you decide to work out of a location other than your home, you do not need our approval of the location, provided you stay within your territory. OpenWorks has neither an obligation to help you find a site for your business nor the right to approve it.

Training Program

If applicable, before you begin business, OpenWorks will conduct a training program in the operation of an OpenWorks janitorial service business as more fully discussed below under the caption "Training." (Franchise Agreement § 5.1.1.) No initial training is provided to existing franchisees that renew their franchises; however, mandatory continuing training may be required prior to renewal, as well as occasionally during the term of the Franchise Agreement. You must arrange for your training and that of your employees. We may provide general recommendations

on hiring, but all recommendations are optional, and we do not otherwise assist you in hiring your employees.

Equipment List and Supplier List

You must use only equipment and supplies from OpenWorks' designated and approved suppliers. We will provide you with an equipment list and supplier list. (Franchise Agreement § 5.3.)

Equipment Kit

For all packages except the OW P package, OpenWorks will provide you with an equipment and supply kit. If you purchased an OW P package, OpenWorks will not provide you with an equipment and supply kit. The current equipment kit being provided by OpenWorks is described in Attachment 1 to the Franchise Agreement. OpenWorks may substitute certain items listed on Attachment 1 with other items that have equal or greater value or quality. No equipment and supply kit is provided to existing franchisees that renew their franchises. (Franchise Agreement § 5.3.)

Initial Accounts

After all required individuals have successfully completed initial training and signed OpenWorks' certificate of completion of initial training, you have picked up your equipment, delivered to OpenWorks copies of your business license and any required registrations, and paid the initial franchise fee, OpenWorks will offer you cleaning accounts whose gross monthly dollar volume of cleaning services will be cumulated to reach the initial monthly account volume promised in the Franchise Agreement within the fulfillment period for the franchise package you purchase. OpenWorks' fulfillment periods are as follows for each franchise package:

OpenWorks Package	Initial Monthly Account Volume	Fulfillment Period (Days)
OW P	0	N/A
OW 7	7,000	240
OW 10	10,000	330
OW 25	25,000	780

For packages more than the OW 25 level, the initial monthly account volume is offered in \$5,000 increments and may be available depending on your location. The fulfillment period is calculated as an additional 150 days per \$5,000 account volume.

If OpenWorks does not offer the applicable initial monthly account volume during the fulfillment period, your sole remedy is a credit or refund of a portion of your initial franchise fee, as described in Item 5. Such a credit or refund will fulfill OpenWorks' obligation to offer the remaining portion of the initial monthly account volume. No initial monthly account volume is provided to existing franchisees that renew their franchises. (Franchise Agreement § 5.2.1.)

You must sign an Agreement for Account Assignment or Increase, which is attached as **Exhibit E** to this Franchise Disclosure Document, for each initial and additional account you agree to service. You acknowledge and agree that you will not begin servicing an account until you have executed the applicable Account Assignment Agreement. (Franchise Agreement § 5.2.5.)

You may refuse up to three separate new accounts from the initial monthly account volume offered by OpenWorks for any reason whatsoever during the term of the franchise. To do so, you may refuse an account when it is initially offered to you. If you do not respond within the time OpenWorks designates when it invites you to a walk-through of an account, requests documentation of business plan for the account, or thereafter offers you the account, you will be deemed to have refused the account. However, each refusal of an account will extend the fulfillment period by an additional 30 days. After three refusals, whether orally, in writing, or by failure to respond to or attend a walk-offer or failure to respond to an Account offer, any account from the initial monthly account volume which you refuse will be counted towards the account volume OpenWorks is obligated to offer and will extend the fulfillment period by an additional 30 days. (Franchise Agreement § 5.2.3.)

If, during the fulfillment period, you commit any default that would justify termination of an account or of your Franchise Agreement (including your failure to properly perform your janitorial service obligations) OpenWorks may, at its option, suspend the fulfillment period until the default is cured instead of terminating your service to an account or terminating the Franchise Agreement. If OpenWorks determines that you cannot or will not cure the default, OpenWorks may require you to repeat the initial training course. Once you have either cured the default or successfully completed retraining, as applicable, the prior fulfillment period will be cancelled and a new fulfillment period will begin. (Franchise Agreement § 5.2.1.)

Billing and Collection

OpenWorks will provide billing and collection services for you. You must use this service and may not bill accounts yourself or make collection efforts unless authorized in writing by OpenWorks. Within 45 days after the end of each month, OpenWorks will send you your Gross Revenue for that month, after deduction of any sums currently due and payable by you to OpenWorks, and any amounts you have authorized OpenWorks to pay to third parties on your behalf. OpenWorks may adjust the deadlines for reporting by you and payment by OpenWorks if it determines these adjustments are necessary because of the payment practices of customers. You will be notified of any such adjustments. (Franchise Agreement § 5.4.1.)

Limited Cash Flow Protection Service

For the first 90 days of each account you accept that is part of your initial fulfillment volume, at the time of sending your monthly Gross Revenue to you, OpenWorks will advance you a sum equal to any delinquent payments that should have been, but were not, received by OpenWorks from any customers you serviced if all of the following requirements are met:

- The customer was not delinquent in the immediately preceding month;
- You are not in Default of the Franchise Agreement;
- Prior to OpenWorks advancing such sum, the customer has not terminated its Maintenance Agreement with OpenWorks or requested a new service provider at the locations you serviced;
- OpenWorks had not previously instructed you to terminate service to the customer;
- The customer was originally provided by OpenWorks;

- You submitted to OpenWorks the monthly statement of all services rendered by you, including services rendered to the delinquent customer, in a timely manner and in the form prescribed by OpenWorks; and
- As otherwise required by OpenWorks in the Manual.

Any such sums advanced to you by OpenWorks must be repaid to OpenWorks within 90 days after the date upon which payment was due from the customer. You must repay OpenWorks or OpenWorks may deduct amounts you owe it for these advances from any and all money collected by OpenWorks on your behalf. You must pay OpenWorks interest at 12% per year on any advances for which OpenWorks has not been reimbursed within 90 days. (Franchise Agreement § 5.4.2.)

OpenWorks is entitled to recover from you any costs OpenWorks incurs in collecting money owed by customers you serviced. OpenWorks may apply any money you pay OpenWorks or that is paid by any such customers to collection costs. (Franchise Agreement § 5.4.3.)

Additional Accounts

You will not have the option to purchase additional franchises. However, you may request additional accounts from OpenWorks. If your franchise and its services to your then-current accounts are in good standing (as defined in Franchise Agreement §3.13), additional accounts may be accounts offered to you by OpenWorks over and above the initial monthly account volume under the following scenarios:

- You may request OpenWorks to provide you with additional accounts;
- OpenWorks may offer additional accounts to you on its own and you may accept;
- OpenWorks, in conjunction with a proposed increase in an account you are servicing, may require you to purchase the increase in the dollar account volume of that account, in which case OpenWorks may assess a marketing fee from you that is proportionate to the increase; or
- OpenWorks, in conjunction with assigning an account to you under a previous obligation, may require you to purchase the overage if the acceptance of an account would cause the gross dollar volume to exceed the amount OpenWorks is obligated to provide.

You must execute an amendment to the Franchise Agreement signifying an additional account purchase and pay the appropriate marketing fee. If you finance a portion of the marketing fee, you must execute a promissory note. See Item 10. OpenWorks may have outstanding obligations to offer accounts under more than one contract at a time. Assignment of a given account, if of sufficient monthly billing magnitude, may help to fulfill OpenWorks' obligations to offer accounts under more than one contract. (Franchise Agreement § 5.2.4.)

OpenWorks is under no obligation to provide you with additional accounts and may agree to do so solely at its own discretion.

Replacement of Accounts

If any of your initial accounts terminates its janitorial service agreement within one year of when you begin servicing it, for a reason unrelated to your service of the account, OpenWorks will, at its sole and absolute discretion, either i) offer you replacement accounts within 150 days of the termination or ii) issue a partial refund of the Initial Franchise Fee, pro-rated for account volume terminated and days remaining in the one-year period. Any such partial refund will be first applied toward loan balances you owe to OpenWorks, regardless of whether they are related to the applicable account. If any of your additional accounts terminate their contracts within six months of your acceptance of the account, for a reason unrelated to your service of the account, OpenWorks will, at its sole and absolute discretion, either i) offer you replacement accounts within 150 days of the termination or ii) issue a partial refund of the Marketing Fee for the applicable account, pro-rated for account volume terminated and days remaining in the one-year period. Any such partial refund will be first applied toward loan balances you owe to OpenWorks, regardless of whether they are related to the applicable account. These obligations do not apply to accounts that are terminated as a result of your wrongful act or any nonprofessional interaction with the account, including but not limited to theft, breakage, failure to reset alarm systems, being argumentative with the account and your failure to properly provide janitorial services. OpenWorks has the sole discretion to determine if you have acted improperly. OpenWorks is not obligated to replace any account you lose because of the customer's request that the maintenance agreement be terminated for any of the reasons stated above or the customer's request that service be provided by another franchisee. OpenWorks is not obligated to replace replacement accounts. (Franchise Agreement § 5.2.4.)

A replacement account will be of the same or greater monthly billing magnitude as the terminated accounts it replaces. If the gross dollar volume billed per month under a replacement account exceeds the terminated account, OpenWorks may assess a marketing fee based on the overage. (Franchise Agreement § 5.2.4.)

Consultation

Upon your request, OpenWorks will use commercially reasonable efforts to make its personnel available to you at no charge for consultation regarding the operation of your janitorial services business. (Franchise Agreement § 5.5.)

Advertising

Advertising Fund

OpenWorks has the right to require its janitorial franchisees to contribute up to 3% of their monthly Gross Revenue to the Advertising Fund each month. Currently, OpenWorks is requiring you to contribute 2.5% of monthly Gross Revenue. OpenWorks currently contributes to the Advertising Fund in excess of franchisee contributions; however, it reserves the right to decrease its contribution amounts in the future. In addition, OpenWorks currently subsidizes additional contributions on behalf of franchisees. (Franchise Agreement §5.7.1.)

The Advertising Fund may be used to pay for market research, development, branding, advertising materials (including marketing materials), media space and time (print, direct mail, electronic and broadcast media), marketing technology expenses (i.e.: automation software, website chat software) for promotion or public relations programs, for quality assurance, for a national or regional advertising program, a referral program, or any combination of them. Advertising will usually be developed by outside agencies, although OpenWorks has the right to use OpenWorks' in-house marketing department. OpenWorks will give preference to Advertising Fund projects that are national or regional in scope and may also make allocations of Advertising

Fund money to regional groups of franchisees or individual franchisees when desirable. There is no requirement that any of the money be spent in your area. Because the benefits of advertising and promotion are difficult to measure with precision, OpenWorks reserves the unqualified right to determine how Advertising Fund money will be spent; the sole condition is that the Advertising Fund money must be used in a manner that is reasonably related to the promotion of the OpenWorks brand, trade names and marks. The Advertising Fund money may be used to compensate OpenWorks for overhead and other expenses incurred in connection with its administration of the Advertising Fund. If all advertising money is not spent in the year in which it is collected, it will remain in the Advertising Fund for spending in the following years. In the event OpenWorks' expenditures for advertising in any fiscal year shall exceed the total amount contributed to the Advertising Fund during that fiscal year, OpenWorks shall have the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the Advertising Fund or to use such excess as a credit against its future contributions. OpenWorks does not make expenditures from the Advertising Fund to solicit new franchise sales. (Franchise Agreement § 5.7.2.)

OpenWorks will administer any Advertising Fund, which will be administratively segregated on its books and records. Any payments to the Advertising Fund may be deposited in OpenWorks' general operating account and may be commingled with OpenWorks' general operating funds; subject, however, to OpenWorks' obligation to expend the monies in the Advertising Fund in accordance with its specified terms. OpenWorks will prepare an annual summary of the manner in which the money was spent by percentages in general categories similar to the percentages listed below unless we are required by state law to provide an accounting to you. The summary or accounting will be available to you upon your written request. (Franchise Agreement § 5.7.3; Maryland Addendum). The Advertising Fund's books will not be separately audited from OpenWorks' other accounts.

During the last fiscal year, which ended December 31, 202, OpenWorks allocated such expenditures from the Advertising Fund as follows:

Production/PR Research	44.9%
Media Placement	52.1%
Administrative Expenses	3%
Total Used from Advertising Fund	100.0%

Your Advertising

You are not required to conduct your own local advertising program. If you do conduct your own advertising, you must submit copies of all advertising materials that you propose to use to OpenWorks at least two weeks before the first time they are broadcast or published. OpenWorks will review the materials and notify you within 10 business days whether it approves or rejects them. OpenWorks will not withhold its approval unreasonably. Advertising materials that differ from previously approved materials only in such variables as date, price, or names of products will be considered to be previously approved. However, even if OpenWorks has approved specified materials, it may later withdraw its approval if it believes that is necessary to make the advertising conform to changes in the system or to correct any misrepresentation. You may not engage in telemarketing. (Franchise Agreement § 7.1.3.)

OpenWorks has no plans to establish advertising councils. There is no requirement that you participate in a local or regional advertising cooperative.

We have the right to control all electronic names and electronic commerce for our system. You may not establish an account or participate in any social networking sites (including, without

limitation, Facebook, MySpace, Twitter, YouTube, LinkedIn or any other social or professional networking blog, bulletin board or chat room) or mention or discuss the franchise or OpenWorks without OpenWorks' prior written consent. If OpenWorks does consent, it has the right to review all on-line content on social media sites, blogs, in electronic communications and on other on-line sites on which OpenWorks' trademarks are used to protect the reputation and high quality associated with OpenWorks' trademarks. You must also provide OpenWorks with the account password. OpenWorks may require you to remove any questionable usage or content involving its trademarks or it may make the changes itself. OpenWorks may also require you to cease using its trademarks at all such sites. We also own any electronic names and any data collected in electronic commerce regarding our system and our trademarks.

Computer System

OpenWorks requires you to have a computer system from which you can access the Internet and maintain an email account. You must buy a computer system if you do not already have one or upgrade your current computer system to meet OpenWorks' minimum specifications. You are required to have a computer system that is capable of running up-to-date operating systems and that is capable of receiving e-mails. We estimate the cost of purchasing the computer system will range from \$150 to \$1,200.

The approximate cost of basic single user software is estimated to be \$40. OpenWorks will not have independent access to any information maintained on your computer system.

OpenWorks will not assist you in obtaining or setting up your computer system, and will not provide you with any training or support for your computer system. You must maintain your computer system and make updates and upgrades at your expense as your franchise business requires (as specified in the Manual). You may pay up to \$500 annually for optional maintenance, updating, upgrading or support contracts for the computer system. (Franchise Agreement §§ 5.6, 7.2.2 & 7.7.) There are no contractual limitations on the frequency or cost of updates and upgrades that may be required in the future. Although you must maintain, repair and upgrade your computer system hardware and any software you use, neither OpenWorks nor any third party is obligated to provide such maintenance, repairs or upgrades for you.

Manual

OpenWorks will lend you its Operations and Safety Manual containing information on operational methods, safety, rules and policies, marketing, names of approved suppliers, and other information that OpenWorks believes will be necessary or helpful to you. OpenWorks will revise the Manual periodically to conform to the changing needs of the OpenWorks network and will distribute updates to you verbally or in writing. (Franchise Agreement § 5.6.)

A copy of the table of contents of OpenWorks' Manual current as of the date this Disclosure Document was issued is attached as **Exhibit G** to this Disclosure Document. The table of contents shows the total number of pages.

Opening

The length of time between signing of the Franchise Agreement and payment of the initial franchise fee, and commencement of your business, may range between one day and six or more months, depending on your readiness and the availability of client accounts.

Training

Before the opening of your business, OpenWorks will conduct an initial training program in the operation of a Janitorial Service business under OpenWorks' system for you, your designated manager, your principal owners involved in the business and any of your employees who wish to attend at the same time at no charge to you. The name of OpenWorks' initial training program is FirstWorks®. If you purchased an OW P package, OpenWorks may waive the hands-on portion of the initial training requirements in its sole discretion. No initial training is provided for existing franchisees that renew their franchises; however, mandatory continuing training may be required prior to renewal. You must complete the initial training program to OpenWorks' satisfaction before you can start operating your franchise. Upon successful completion of the program and the receipt of your certification, along with completion of all other requirements, you are open for business and ready to service customers. The initial training program will be offered once per month and will have to be completed by you within 45 days of the signing of your Franchise Agreement. Failure to successfully complete the training course within the allotted time is a violation of the Franchise Agreement. The current initial training program is summarized in the following chart:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Orientation and Policies	1.50	0.00	See Note 1
General Office Cleaning	2.00	5.50	See Note 1
Restroom Cleaning	1.00	5.25	See Note 1
Floor Care – Hard floors	1.50	2.25	See Note 1
Floor Care - Carpets	1.50	3.50	See Note 1
Hazard Communication Standard and Bloodborne Pathogens	8.00	0.00	See Note 1
Chemicals & Biowaste	1.00	0.00	
General Safety for Cleaning Crews	1.00	0.00	See Note 1
Servicing Your Accounts	2.50	0.00	See Note 1
Healthcare Cleaning	1.00	0.00	See Note 1
Specialized Services	3.50	0.00	See Note 1
Management Skills and Customer Service	2.50	2.75	See Note 1
Total Hours:	27.00	19.25	

Training consists of several sessions, including virtual classroom lectures, video training, homework assignments, and hands-on training. Jennifer Jones and Tiffany Hassell will conduct the initial training. Both have at least 13 to 20 years in their field and 2 to 13 years with OpenWorks, respectively.

Note 1: Both virtual classroom training and on-the-job training is offered by each OpenWorks regional office. Training facilities include remote classroom settings and at

determined on-site locations in your regional area. During the last fiscal year, OpenWorks offered its classroom training remotely and in-person at various regional locations, and offered its on-the-job training program at various regional locations. OpenWorks determines the sequence of training.

If you hire new employees in the future who must be trained, OpenWorks will provide the initial training program for them at \$250 per group. If you have performance issues and are required to re-attend training, then OpenWorks' fulfillment obligations will be deferred until you successfully complete training. If you do not successfully complete the training course during your fulfillment period, OpenWorks' fulfillment obligations will cease.

OpenWorks also may offer continuing education classes, on an optional or mandatory basis, and may charge you for such classes or the platform they are conducted through. (Franchise Agreement § 5.1.2.) The current charges for such classes range from nothing to \$150 per class or platform. Continuing education classes are normally several hours in duration and taught by OpenWorks approved instructors who have at least one year experience in the field taught. Instructors may be recently hired by OpenWorks. If you are scheduled to attend a class and fail to appear, you must pay a \$50 cancellation charge.

Instructional material will consist of videos and various manuals and other written material, all of which will be lent to you at no additional charge.

You must pay for transportation, meals and other incidental expenses incurred during training. Neither you nor your employees will be compensated by OpenWorks for any work performed during training.

ITEM 12 TERRITORY

Under the Franchise Agreement, OpenWorks grants you the right to operate a janitorial services business within a designated territory using OpenWorks' trade names, marks and system. Unless otherwise allowed in writing by OpenWorks, the territory is usually the area encompassing a 60 mile radius from the business address you list in Article 1 of your Franchise Agreement. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. As there may be multiple franchisees in a territory, other franchisees and OpenWorks can and do compete there. You may seek new business within your territory, but you are not allowed to solicit business from existing OpenWorks customers or prospects where an active OpenWorks bid (within the last six months) exists. OpenWorks will not bid against you itself. You are restricted as to the area within which you may solicit business, which must be within the territory. In addition, unless otherwise allowed by OpenWorks in writing, you may not service prospects located outside of your territory, even if you did not solicit their business.

OpenWorks does not compete with you under different tradenames or trademarks within the territory (and it has no current plans to do so), but it does reserve the right to do so in the future.



OpenWorks reserves the right to use other channels of distribution such as the Internet, catalog sales and direct mail to make sales in your territory. OpenWorks need not compensate you for soliciting or accepting accounts from inside your territory.

Unless otherwise authorized in writing by OpenWorks, there are no conditions under which the territory might be modified while your Franchise Agreement is in effect. This includes relocations. You may purchase an additional franchise in a new territory and continue operating

the franchise in your original territory. You may also sell your existing franchise and if you wish, purchase a new one in a new territory. All approval processes, transfer fees and initial franchise fees are applicable.

ITEM 13 TRADEMARKS

OpenWorks is the owner of each of the following principal trademarks, which are registered on the principal register of the U.S. Patent and Trademark Office (“USPTO”), and which are being licensed to you:

Trademark	Registration (Serial) Number	Registration Date
OpenWorks	2393723	October 10, 2000
Give your facility the works®	2570926	May 21, 2002
FirstWorks®	3139060	September 5, 2006
	6573772	November 30, 2021
	6573776	November 30, 2021

Trademark	Registration (Serial) Number	Registration Date
TotalWorks®	6429470	July 20, 2021
SaniCare®	6435456	July 27, 2021
SaniWorks®	6429474	July 20, 2021

As of the date this Disclosure Document was issued, OpenWorks has filed all required affidavits and renewals for the trademarks with the USPTO. A list of additional trademarks is included as Attachment 5 to the Franchise Agreement in **Exhibit C**.

There were no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board or any state trademark administrator or court, nor any pending infringement, opposition or cancellation proceeding, involving the trademarks as of the date this Disclosure Document was issued.

There was no pending material federal or state court litigation regarding OpenWorks use or ownership rights in the trademarks as of the date this Disclosure Document was issued.

No currently effective agreements significantly limit the rights of OpenWorks to use or license the use of its principal trademarks in a manner material to the franchise.

You cannot use the OpenWorks trademarks as part of your legal business name, or with other words, designs or symbols. You may not use our trademarks in connection with the sale of unauthorized products or services, or in any manner not authorized by us.

OpenWorks has invested substantial time, energy, and money in the promotion and protection of the trademarks. There is no present intention of altering them. However, changes in the trademarks may become desirable or necessary. Under the Franchise Agreement, therefore, OpenWorks reserves the right to change the trademarks and the specifications for each. You are obligated to conform, at your own expense, to any such changes.

You must notify OpenWorks immediately in writing if you become aware of any unauthorized use of OpenWorks' trademarks. You must promptly notify OpenWorks in writing of any claim against you relating to your use of the OpenWorks trademarks. In any proceeding relating to such a claim, OpenWorks may select legal counsel and has the sole right to control any administrative proceedings or litigation involving the trademarks. OpenWorks is not contractually obligated to indemnify or defend you in such a proceeding or litigation. Although OpenWorks is not contractually obligated to defend its trademarks against infringers, it intends to do so.

OpenWorks is not aware of any superior prior rights to, or infringing uses of, its principal trademarks that could materially affect your use of them.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

OpenWorks has not registered any patents or copyrights. It claims common law copyrights for its advertising materials, contracts and the Manual. You will be permitted to use the

copyrighted materials. OpenWorks has no contractual obligation to protect its copyrights. Nevertheless, it intends to do so.

There are no current material determinations of the USPTO, the United States Copyright Office or a court regarding any copyright owned by OpenWorks. There is no material proceeding in the United States Patent and Trademark Office or any court concerning any such copyright.

You must notify OpenWorks immediately in writing if you become aware of any unauthorized use of OpenWorks' copyrighted materials. You must promptly notify OpenWorks in writing of any claim against you relating to your use of OpenWorks' copyrighted materials. In any proceeding relating to such a claim, OpenWorks may select legal counsel and has the right to control the proceedings. OpenWorks is not contractually obligated to indemnify or defend you in such a proceeding. OpenWorks is not contractually obligated to defend its copyrights.

OpenWorks considers the information contained in the Manual, OpenWorks training platforms, and other franchise related communications, to be confidential. OpenWorks will disclose to you, during and after training, specified trade secrets subject to explicit non-disclosure provisions in the Franchise Agreement. In particular, OpenWorks considers its customer lists and information, the Manual and pricing methods to be valuable trade secrets. Each person having a 5% or greater ownership interest in you, and each person who will receive initial training from OpenWorks or have access to OpenWorks' trade secrets, must sign the Non-Disclosure and Non-Competition Agreement which is Attachment 4 to the Franchise Agreement (which is **Exhibit C** to this Disclosure Document).

You consent to OpenWorks' use of any photograph of you that is taken at a training, conference, seminar, event or OpenWorks' office.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must give OpenWorks notice of the name and contact information for your designated manager. This is the person who is responsible for the day-to-day management of the franchised business. You or your designated manager must use your best efforts in the daily operation of the franchised business and devote all your productive time and effort to the management and operation of your franchised business on a full time basis. The designated manager must successfully complete our training program. There is no requirement that any designated manager have an equity interest in your business. At least one of your principals and your designated manager must be fluent in English in order to adequately communicate with clients.

You must provide written notice to OpenWorks of any change in designated managers before implementing such a change. Upon the termination of employment of a designated manager, you or one of your principals is required to take on a role of designated manager yourself until your successor designated manager is qualified to take over. Any successor designated manager must successfully complete the initial training program conducted by OpenWorks before starting work in your business.

Each owner that has a 5% or greater interest in you as well as any officer, manager, or managing member and the spouses of such persons must personally guarantee your obligations under the Franchise Agreement and all other agreements executed between you and us, and also must be personally bound by, and personally liable for, breach of every term of the Franchise Agreement. Any individual who owns more than 5% of you and each person who will receive

training, including your designated manager, will be required to sign a nondisclosure and non-competition agreement. The personal guaranty is included as Attachment 3, the spousal consent is included as Attachment 6 and the nondisclosure and non-competition agreement is included as Attachment 4 to Exhibit C of the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are obligated to offer and sell all the services and only the services that OpenWorks authorizes you to provide. There is no restriction as to which customers you may serve as long as they are not customers of another OpenWorks franchisee, are located within your territory, and are obtained pursuant to the processes outlined in the Franchise Agreement and other OpenWorks franchisee policies and procedures.

You must operate your business in complete compliance with the standards and specifications set out in the Manual. OpenWorks may make changes in these standards and specifications when, in its reasonable discretion, change is needed for the continued success and development of the OpenWorks network. These changes may necessitate the purchase of equipment, supplies, furnishings or other goods, completion of additional training by your employees, or other cost to you. You must promptly conform to the modified standards and specifications at your expense.

The only limitation on OpenWorks' right to make changes in the types of services you offer is that it may not change the terms of the Franchise Agreement itself without a written amendment signed by both OpenWorks and you.

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	4.2.1	10 years; if you continue operating after the term expires, we have the right to consider your franchise renewed on a month-to-month basis until the Franchise Agreement is formally renewed or terminated.

Provision	Section in Franchise or other Agreement	Summary
b. Renewal or extension of the term	4.2.2	Your successor franchise right permits you to remain as a franchise after the initial term of your Franchise Agreement expires. If you wish to do so, and you satisfy the pre-conditions to obtaining a successor franchise, we will offer you the right to obtain two additional terms of 10 years each. You must sign our then-current Franchise Agreement for the successor term, and this new Franchise Agreement may have different terms and conditions (including, e.g. higher royalty and advertising contributions) from the Franchise Agreement that covered your original term.
c. Requirements for franchisee to renew or extend	4.2.2	Be in good standing, six months' notice to OpenWorks, and sign new agreement and release. You may be asked to sign an agreement with materially different terms and conditions than your original agreement.
d. Termination by franchisee	10.3	On 90 days' notice, if you de-identify, pay all debts to OpenWorks, and return proprietary items, subject to state law.
e. Termination by franchisor without cause	10.1	OpenWorks cannot terminate without cause unless you agree.
f. Termination by franchisor with cause	10.2	OpenWorks can terminate only if you default.
g. "Cause" defined – curable defaults	10.2.1 (b)-(k), 10.2.2	You have 30 days to cure violations of failure to submit information on time, failure to begin business within required time, misuse of marks, misrepresentations, or threats to public health or safety; you have five days to cure failure to pay money; if OpenWorks has given formal notice of default or termination, OpenWorks may stop performing its obligations to you.
h. "Cause" defined - non-curable defaults	10.2.1 (a), (l)-(s), 10.2.2	Non-curable defaults include interests in a competing business, felony conviction, unapproved transfer, insolvency, more than two defaults within a 12 month period, service problems that would permit termination of your right to service an account for your fault, failure to maintain insurance required by law and material misrepresentations resulting in a material adverse effect and unilateral repudiation by you.

Provision	Section in Franchise or other Agreement	Summary
i. Franchisee's obligations on termination/nonrenewal	10.4	De-identification, payment of amounts due, return of proprietary items and customer keys and security codes, assignment of any janitorial cleaning account agreements if executed by you, provision of a list of all accounts and customers you serviced, and assignment of any telephone numbers and websites.
j. Assignment of contract by Franchisor	9.7	May assign to company that assumes obligations, including assignment to OpenWorks master franchisee with exclusive rights to administer the regional office for your janitorial services business.
k. "Transfer" by franchisee – definition	3.26	Includes any transfer of your Franchise Agreement, substantially all of your business assets, or more than a 33% change of ownership.
l. Franchisor approval of your transfer	9.1 - 9.6	OpenWorks has the right to evaluate and decide whether to approve all transfers. Approval is not a representation that accounts transferred will remain OpenWorks' accounts.
m. Conditions for franchisor approval of transfer	9.2 - 9.6	New franchisee qualifies and completes training, you pay OpenWorks all money owed, defaults cured, transfer fee paid, purchase agreement approved, release signed by you, new franchisee signs current Franchise Agreement with initial fee, training and fulfillment obligations amended, OpenWorks granted right of first refusal. New franchisee must be a legal entity. You must obtain our consent before using our trademarks in any listing.
n. Franchisor right of first refusal to acquire franchisee's business	9.6	OpenWorks has 15 days to notify you that it will buy under the same terms.
o. Franchisor's option to purchase franchisee's business	None	OpenWorks has no option to buy your business unless you want to sell. <u>See</u> n above.
p. Death or disability of franchisee	9.5.7	No transfer fee for heirs who qualify; otherwise six months to sell to qualified buyer; heirs must take ownership through a legal entity.
q. Non-competition covenants during term of franchise	8.6	No involvement by you or your designated manager in any commercial janitorial business within the area you service and 75 miles of any OpenWorks regional office, subject to state law.

Provision	Section in Franchise or other Agreement	Summary
r. Non-competition covenants after franchise is terminated or expires	8.6	No solicitation of OpenWorks customers; no use of OpenWorks' confidential information, subject to state law.
s. Modification of the agreement	7.2.2, 8.8, 11.2, 11.4, 11.7	OpenWorks may change Manual and reduce scope of non-compete; otherwise modification only by agreement of parties or as required by law.
t. Integration/merger clause	11.6	Only the terms of the franchise agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	11.8	Except for certain claims, all disputes must be arbitrated, subject to state law.
v. Choice of forum	11.8	Principal place of business, currently, Phoenix, Arizona (subject to applicable state law).
w. Choice of law	11.2	Arizona law, subject to state law, except that confidentiality, non-competition and non-solicitation are governed by the law in the state where you operate your business.

ITEM 18 PUBLIC FIGURES

OpenWorks does not use any public figure to promote its franchise system.

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 the Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

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 of projections of your future income, you should report it to the franchisor's management by contacting the Compliance

Director at the Corporate Office located at 2355 E. Camelback Road, Suite 600, Phoenix, Arizona 85016; the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1 Systemwide Outlet Summary
For Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchise	2019	681	644	-37
	2020	644	642	-2
	2021	642	730	+88
Company-Owned	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Total Outlets	2019	681	644	-37
	2020	644	642	-2
	2021	642	730	+88

Table No. 2

Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For Years 2019 to 2021

State	Year	Number of Transfers
Arizona	2019	1
	2020	0
	2021	0
California	2019	5
	2020	0
	2021	1
Colorado	2019	0
	2020	0
	2021	0
Georgia	2019	0

State	Year	Number of Transfers
	2020	0
	2021	1
Illinois	2019	0
	2020	0
	2021	0
Kansas	2019	1
	2020	0
	2021	0
North Carolina	2019	0
	2020	1
	2021	0
Oregon	2019	1
	2020	0
	2021	0
Pennsylvania	2019	0
	2020	0
	2021	0
Texas	2019	0
	2020	1
	2021	0
Washington	2019	1
	2020	0
	2021	0
Totals	2019	9
	2020	2
	2021	2

Table No. 3

Status of Franchised Outlets For Years 2018 to 2020

State	Year	Outlets at Start of the Year	Outlets Opened	Termin- ations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
Arizona	2019	119	13	50	0	0	0	82
	2020	82	3	14	1	0	0	70
	2021	70	13	8	1	0	0	74
California	2019	106	28	39	0	0	0	95
	2020	95	19	6	0	0	0	108
	2021	108	20	6	0	0	0	122
Colorado	2019	33	5	11	0	0	0	27
	2020	27	1	5	0	0	0	23
	2021	23	3	7	0	0	0	19
DC – Washington	2019	7	2	0	0	0	0	9
	2020	9	3	3	0	0	0	9
	2021	9	1	1	0	0	0	9
Florida	2019	42	7	12	0	0	0	37
	2020	37	9	19	0	0	0	27
	2021	27	9	4	0	0	0	32
Georgia	2019	27	7	9	0	0	0	25
	2020	25	6	7	0	0	0	24
	2021	24	11	8	0	0	0	27
Illinois	2019	49	8	7	0	0	0	50
	2020	50	9	8	0	0	0	51
	2021	51	12	2	0	0	0	61
Kansas	2019	5	3	0	0	0	0	8
	2020	8	0	0	0	0	0	8
	2021	8	1	0	0	0	0	9
Maryland	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Minnesota	2019	22	10	11	0	0	0	21
	2020	21	5	1	0	0	0	25
	2021	25	12	4	0	0	0	33
Missouri	2019	1	6	0	0	0	0	7
	2020	7	2	2	0	0	0	7
	2021	7	1	1	0	0	0	7
New Jersey	2019	12	5	3	0	0	0	14
	2020	14	9	2	0	0	0	21
	2021	21	2	5	0	0	0	18
New York	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	1	0	0	0	2
North Carolina	2019	4	5	2	0	0	0	7
	2020	7	3	3	0	0	0	7
	2021	7	9	1	0	0	0	15
Oregon	2019	7	1	0	0	0	0	8
	2020	8	0	1	0	0	0	7
	2021	7	1	0	0	0	0	8
Pennsylvania	2019	8	5	0	0	0	0	13
	2020	13	12	4	0	0	0	21
	2021	21	12	4	0	0	0	29
South Carolina	2019	8	0	0	0	0	0	8
	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
South Dakota	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Tennessee	2019	4	5	1	0	0	0	8
	2020	8	2	2	0	0	0	8
	2021	8	1	1	0	0	0	8

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Texas	2019	80	19	19	0	0	0	80
	2020	80	14	20	0	0	0	74
	2021	74	20	2	0	0	0	92
Virginia	2019	8	1	4	0	0	0	5
	2020	5	0	3	0	0	0	2
	2021	2	0	0	0	0	0	2
Washington	2019	138	17	16	0	0	0	139
	2020	139	18	16	0	0	0	141
	2021	141	7	1	0	0	0	147
Total Outlets	2019	681	156	192	0	0	0	644
	2020	644	115	116	1	0	0	642
	2021	642	144	55	1	0	0	730

Table No. 4
Status of Company-Owned Outlets For Years 2019 to 2021

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Total Outlets	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0

Note 1 – OpenWorks has certain regional offices that sell franchises and support franchisees but these regional offices do not provide cleaning services directly to customers.

Table No. 5

Projected Openings as of December 31, 2021

State	Franchise Agreements Signed but Outlet not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-owned Outlets in the Next Fiscal Year
Arizona		12	0
California		14	0
Colorado		8	0
Florida		13	0
Georgia		4	0
Illinois		14	0
Kansas		2	0
Kentucky		2	0
Minnesota		13	0
New Jersey		6	0
New York		2	0
New Mexico		2	0
North Carolina		5	0
Ohio		3	0
Oregon		4	0
Pennsylvania		4	0
Tennessee		12	0
Texas		17	0
Washington		2	0
Washington DC		7	0
Totals	0	146	0

A list of the names of all franchisees and the addresses and telephones numbers of their businesses are provided in Exhibit H to this Disclosure Document.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document are listed on Exhibit I to this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last three fiscal years, we have had certain franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the franchise system.

There are no trademark-specific organizations formed by our franchisees that are associated with the system which have asked to be included in this disclosure document.

ITEM 21 FINANCIAL STATEMENTS

Attached to this Franchise Disclosure Document in **Exhibit J** are the audited financial statements for OpenWorks for the years ended December 31, 2021, December 31, 2020, and December 31, 2019.

ITEM 22 CONTRACT

Attached as Exhibits to this Disclosure Document are copies of the following agreements relating to the offer of a franchise:

<u>Exhibit</u>	<u>Name</u>	<u>Notes</u>
C	Franchise Agreement and its Attachments	Each of your principals will be required to sign a personal guaranty of your obligations to OpenWorks under the Franchise Agreement. A copy of the Personal Guaranty is Attachment 3 to the Franchise Agreement. Any individual who owns more than 5% of you and each person who will receive initial training will be required to sign a Non-Disclosure and Non-Competition Agreement. A copy of this Agreement is Attachment 4 to the Franchise Agreement.
D	Promissory Note	You must execute a promissory note if you finance your initial franchise fee, or any marketing fee.
E	Account Assignment Agreement	You must sign an Account Assignment Agreement for each customer account you agree to service.
F	Equipment Purchase Agreement	You must sign an Equipment Purchase Agreement if you purchase any additional equipment from OpenWorks.
L	Renewal Amendment	If you renew your Franchise Agreement, you must sign a Renewal Amendment.
M	Insurance Applications	You must complete an application if you elect to participate in OpenWorks' insurance program.
N	Background Check Release and Authorization Form	You must complete the background check form prior to execution of the Franchise Agreement and as requested during the Term of the Franchise Agreement.

<u>Exhibit</u>	<u>Name</u>	<u>Notes</u>
O	Assignment of Franchise Rights	If you transfer your franchise, you and the transferee must execute an Assignment of Franchise Rights. There are two forms of assignment included. The form you will execute depends on whether you transfer all of your franchise rights or if you transfer only a majority of your franchise rights.

ITEM 23 RECEIPT

The last two pages are detachable documents acknowledging your receipt of this disclosure document.

EXHIBIT A
LIST OF STATE FRANCHISE ADMINISTRATORS

California	Department of Financial Protection and Innovation 320 W. 4th Street, Suite 750 Los Angeles, California 90013-2344 213/576-7500 Toll Free 1- 866/275-2677 2101 Arena Blvd Sacramento, California 95834 916/445-7205 Toll Free 1- 866/275-2677 1455 Frazee Road, Suite 315 San Diego, California 92108 619/525-4233 Toll Free 1-866/275-2677 One Sansome Street, #600 San Francisco, California 94104-4428 415/972-8565 Toll Free 1-866/275-2677
Connecticut	Securities and Business Investment Division Connecticut Department of Banking 260 Constitutional Plaza Hartford, Connecticut 06103 860/240-8299
Florida	Department of Agriculture and Consumer Services Division of Consumer Services 2005 Apalachee Parkway Tallahassee, Florida 32399-6500 850/488-2221
Hawaii	Commissioner of Securities of the State of Hawaii Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 808/586-2722
Illinois	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 217/782-4465
Indiana	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 48933 317/232-6681

Iowa	Iowa Securities Bureau 340 E. Maple Street Des Moines, Iowa 50319-0066 515/281-4441
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 410/576-6360
Michigan	Franchise Administrator 670 Law Building 525 West Ottawa Street Lansing, Michigan 48913 517/373-7117
Minnesota	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101-2198 651/539-1600
Nebraska	Nebraska Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, Nebraska 68508-2732 P.O. Box 95006 Lincoln, Nebraska 68509-5006 402/471-2171
New York	NYS Department of Law Investor Protection Bureau 28 Liberty Street. 21 st FL New York, NY 10005 212/416-8222
North Dakota	North Dakota Securities Department 600 East Boulevard Avenue State Capitol – 5 th Floor Bismarck, North Dakota 58505-0510 701/328-2910
Oregon	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 503/378-4387

Rhode Island	Associate Director and Superintendent of Securities Rhode Island DBR – Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02920 401/462-9527
South Dakota	Franchise Administrator Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
Texas	Secretary of State 1019 Brazos Street [Zip 78701] P. O. Box 12887 Austin, Texas 78711-2887 512/475-1769
Utah	Department of Commerce Division of Consumer Protection 160 E. 300 South SM Box 146704 Salt Lake City, Utah 84114-6704 801/530-6601
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street 9th Floor Richmond, Virginia 23219 804/371-9051
Washington	Administrator Department of Financial Institutions Securities Division 150 Israel Road SW P. O. Box 9033 [Zip 98501-9033] Tumwater, Washington 98501 360/902-8760
Wisconsin	Administrator Division of Securities State of Wisconsin Department of Financial Institutions 4822 Madison Yards Way Madison, Wisconsin 53705 (608) 266-0448

EXHIBIT B
STATE-SPECIFIC ADDENDA

This addendum to the Disclosure Document and Franchise Agreement is agreed to this ____ day of _____, 20__, and effectively amends and revises said Disclosure Document and Franchise Agreement as follows:

ADDENDUM

TO THE FRANCHISE DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT OF O.P.E.N. AMERICA, INC. DBA OPENWORKS REQUIRED BY THE STATE OF CALIFORNIA

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

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

Item 3. Neither the franchisor, 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 these persons from membership in this association or exchange.

Item 10. OpenWorks will comply with all appropriate laws governing any direct financing offered by us to you, including, if applicable, the California Finance Lenders Law.

Item 11. OpenWorks is dedicated to collecting amounts due on the cleaning services you provide. It closely monitors the billing and collection process and, if necessary it may utilize collection agencies and attorneys

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

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 binding arbitration. The arbitration will occur at Phoenix, Arizona with the costs being borne by the party against whom the arbitrator renders a decision. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The franchise agreement requires application of the laws of Arizona. This provision may not be enforceable under California law.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

The provisions of this Addendum only apply if the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

ADDENDUM

TO THE FRANCHISE DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT OF O.P.E.N. AMERICA, INC. DBA OPENWORKS REQUIRED BY THE STATE OF ILLINOIS

This addendum to the Disclosure Document and Franchise Agreement is agreed to this ____ day of _____, 20____, and effectively amends and revises said Disclosure Document and Franchise as follows:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Disclosure Act, any provision in a Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void. However, a Franchise Agreement may provide for arbitration outside of Illinois.

Your 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 Illinois Franchise Disclosure Act or any other law of Illinois is void.

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By: _____
Officer: _____
Date: _____

FRANCHISEE:

Entity
Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC. DBA OPENWORKS
REQUIRED BY THE STATE OF MARYLAND**

This addendum to the Disclosure Document and Franchise Agreement is agreed to this ____ day of _____, 20____, and effectively amends and revises said Disclosure Document and Franchise as follows:

Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. §§ 14-201 to -233.
Fair Distributorship Act, MD. CODE ANN., COM. LAW II §§ 11-1301 to -1307.

Choice of law and forum

Section 14-216(c)(25) of the Maryland Franchise Law requires a franchisor to file an irrevocable consent to be sued in Maryland. A franchisee may sue in Maryland for claims arising under that Law.

Advertising

Under Sections 02.02.08.04B(2) and 02.02.08.16G(1) of the Code of Maryland Regulations, franchisee's may obtain an accounting of advertising expenditures. This accounting will be provided to you upon your written request.

Periods of Limitation

Under Section 14-227(e) of the Maryland Franchise Law, a franchisee may bring a lawsuit in Maryland for claims arising under that Law for a period of three years after a franchise is granted.

Waivers and Releases

Section 14-226 of the Maryland Franchise Law and Section 02.02.08.16L of the Code of Maryland Regulations prohibit a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing, renewing or assigning a franchise. When prospective franchisees disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Law when purchasing a franchise, such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Law. Any general release required as a condition of renewal, sale, transfer or assignment shall not apply to any liability under the Law.

Surety Bond

The Franchisor has posted a surety bond in Maryland regarding its obligations to franchisees in Maryland to perform all obligations up to and until the time at which a franchisee's business is fully operational. The bond is for the benefit of the State of Maryland and all persons purchasing franchises from the Franchisor. The Surety Bond is on file with the Maryland Securities Division. The contact information for the Maryland Securities Division can be found in Exhibit A.

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By: _____
Officer: _____
Date: _____

FRANCHISEE:
Entity
Name: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Name: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Exhibit A – Maryland Addendum

BOND NO. 2304873

**STATE OF MARYLAND
SECURITIES DIVISION
FRANCHISOR SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT

O.P.E.N America, Inc. dba OpenWorks

(Name of Franchisor)

a Corporation

(Description or form of business organization, including State of Incorporation), with business offices at

2355 E. Camelback Road, Suite 600, Phoenix, AZ 85016

(Address)

as Principal, and North American Specialty Insurance Company a corporation duly organized

(Name of Surety)

under the laws of the State of New Hampshire and authorized to do business in the State of Maryland, as Surety, are hereby held and firmly bound to the State of Maryland, in the sum of One Hundred Forty Five Thousand and 00/100

Thousand Dollars (\$ 145,000.00). For the payment of this sum, Principal and Surety bind themselves, their representatives, successors and assigns, jointly and severally by these presents.

WHEREAS, Principal has applied for registration as a franchisor to offer and sell franchises in Maryland, as required under the Maryland Franchise Registration and Disclosure Law, Title 14, Subtitle 2, Business Regulation Article, Annotated Code of Maryland, (2010 Repl. Vol.) (the Maryland Franchise Law); and

WHEREAS, Principal executes this surety bond under §14-217 of the Maryland Franchise Law, as a condition of its registration to offer and sell franchises in Maryland;

NOW, THEREFORE, the Principal agrees as follows:

1. Principal shall obey all applicable rules, regulations and statutes of the State of Maryland, now or hereafter existing and all other applicable laws now or hereafter existing, affecting or relating to the offer or sale of franchises and area franchises.
2. Principal shall in all respects be bound to any and all applicable requirements and provisions required to be in this bond by existing and future statutes, rules and regulations of the State of Maryland, and laws, the same as though such requirements and provisions were fully set forth in this bond, and by reference such requirements and provisions are made a part hereof.
3. Principal shall in all respects be bound to perform and fulfill, up to and until the time at which a franchisee's or subfranchisor's business is fully operational, all undertakings, covenants, terms, conditions and agreements of any contract, or of any modification to a contract duly authorized by the parties to the contract, that the Principal makes with these franchisees, or subfranchisors.
4. This bond is for the benefit of the State of Maryland and all persons purchasing franchises and area franchises from Principal.
5. This bond shall become effective at 12:00 am on July 21, 2020
(time of day) (date)

It may be cancelled by Surety and Surety relieved of liability with respect to a franchise agreement entered into by Principal after the effective date of cancellation. Cancellation is effective 90 days after the Maryland Securities Commissioner and Principal receive written notice from Surety of cancellation. Notwithstanding any such cancellation, coverage under this bond remains effective with respect to any franchise agreements entered into by Principal prior to the effective date of cancellation.

North American Specialty Insurance Company

(Name of Surety)

By: Andrea T Windish
(Signature of Attorney in Fact) **Andrea T Windish**

O.P.E.N America, Inc. dba OpenWorks

(Name of Franchisor)

By: _____
(Signature of Officer, Partner, or Sole Proprietor)

Approved as to form:

Assistant Attorney General

Date

INSTRUCTIONS:

1. This side is to be completed by a notary public for both the Principal and the Surety.
2. Please attach the Power of Attorney and Certified Copy of the Corporate Resolution for the Surety listed herein.

STATE OF _____)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT OF PRINCIPAL

(INDIVIDUAL PROPRIETORSHIP)

The foregoing instrument was acknowledged before me this _____ day of _____, _____

by _____
(Name of Person Acknowledged)

(CORPORATION)

The foregoing instrument was acknowledged before me this _____ day of _____, _____

by _____, President of
(Name of Corporation President)

_____, a _____
(Name of Corporation) (State of Incorporation)
corporation, on behalf of the corporation.

(PARTNERSHIP)

The foregoing instrument was acknowledged before me this _____ day of _____, _____

by _____, a partner on behalf of
(Name of Acknowledging Partner)

_____, a partnership.
(Name of Partnership)

Notary Public

NOTARY SEAL Cty: _____ Comm. Exp: _____

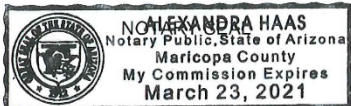
STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

ACKNOWLEDGMENT OF SURETY

The foregoing instrument was acknowledged before me this 21st day of July, 2020

by Andrea T Windish
(Name and Title of Officer or Agent)
of North American Specialty Insurance Company
(Name of Corporation Acknowledging)
a New Hampshire corporation, on behalf of the corporation.
(State of Incorporation)

Alexandra Haas
Notary Public Alexandra Haas



Cty: Maricopa Comm. Exp: March 23, 2021

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

CHARLES A. TOUCHE, TINA MARIE PERKINS, ANDREA T. WINDISH, TINA NIERENBERG,
SARALYN B. SEYMOUR, BRIAN D. WILDER, DEBBIE CLAYTON, and KIRKLIN WELCH JOINTLY AND SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

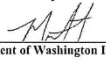
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11 day of JANUARY, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

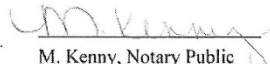
State of Illinois
County of Cook ss:

On this 11 day of JANUARY, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

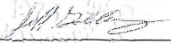
of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of July, 20 20.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

**ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT
AND THE FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC. DBA OPENWORKS
REQUIRED BY THE STATE OF MINNESOTA**

This addendum to the Disclosure Document and franchise agreement is agreed to this ____ day of _____, 20__, and effectively amends and revises said Disclosure Document and Franchise as follows:

1. Item 13 of the Disclosure Document and Article 8.4 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“In accordance with applicable requirements or Minnesota law, Franchisor shall protect Franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding such use.”

2. Item 17 of the Disclosure Document and Article 10 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Stat. Sec. 80C.14, Subd.3, 4 and 5 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 Disclosure Document.”

3. Item 17 of the Disclosure Document and Section 11.8 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Minn. Stat. Sec. 80C.21 and Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreements 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 jurisdiction.”

4. Item 17 of the Disclosure Document and Section 4.2 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release.”

5. Any reference to liquidated damages in the Franchise Agreement are hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

6. In Section 11.8 of the Franchise Agreement, the sentence “You waive any rights you may have to demand trial by jury or seek punitive damages from OpenWorks or its affiliates,” is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. Section 11.10 of the Franchise Agreement regarding Limitations of Claims is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC. DBA OPENWORKS
REQUIRED BY THE STATE OF NEW YORK
Franchises, N.Y. GEN. BUS. LAW §§ 680-695.

See Attachment 7 to the Franchise Agreement

**ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC. DBA OPENWORKS
REQUIRED BY THE STATE OF NORTH DAKOTA**

This addendum to the Disclosure Document is agreed _____, and effectively amends and revises said Disclosure Document and Franchise as follows:

1. Section 51-19-09 of the North Dakota franchise Investment Law prohibits us from requiring you to assent to a general release. Therefore, the general release required as a condition of renewal or assignment/transfer under Item 17(c) of the Disclosure Document and Section 4 of the Franchise Agreement shall not apply to any liability under North Dakota Law. Any reference to general release in the disclosure document or Franchise Agreement is hereby deleted.

2. Item 17(u) of the Disclosure Document and Section 11 of the Franchise Agreement provide that the franchisee must agree to the arbitration or mediation of disputes, such arbitration or mediation to be held in Arizona. The Commissioner has determined that franchise agreements, which provide that parties agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(u) of the Disclosure Document and Section 11 of the Franchise Agreement are hereby amended by the addition of the following language to the original language that appears there:

"The site of the arbitration or mediation must be agreeable to all parties and not be remote from the franchisee's place of business."

3. Item 17(v) of the Disclosure Document and Section 11 of the Franchise Agreement provide that franchisees must consent to the jurisdiction of courts in Arizona. The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any references to the consent to jurisdiction of courts in Arizona are hereby deleted.

4. Item 17(w) of the Disclosure Document, Section 11 of the Franchise Agreement, the Promissory Note (Exhibit D) and Section 10 of the Assignment of Majority Interest in Franchise Rights to Other Individuals (Exhibit O), provide that the agreement shall be construed according to the laws of the State of Arizona. Apart from civil liability as set forth in section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud) the liability of the franchisor to a franchisee is based largely on contract law. Even though those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents, and is unfair to franchise investors to require them to waive their rights under North Dakota Law. The Commissioner has held that franchise agreements, which specify that they are to be governed by the laws of a state other than North Dakota, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore the word "Arizona" is replaced with the words "North Dakota".

5. Section 11 of the Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. All references to waiver of trial by jury in the Franchise Agreement are hereby deleted.

6. Section 11 of the Franchise Agreement requires the franchisee to consent to a waiver of exemplary and punitive damages. The Commissioner has determined this to be unfair, unjust, and inequitable within the

intent of Section 51-19-09 of the North Dakota Franchise Investment Law. All references to the consent to a waiver of exemplary and punitive damages are hereby deleted.

7. Section 11 of the Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The provision shall be changed to read the statute of limitations under North Dakota Law will apply, therefore Section 11.10 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears there:

"The statute of limitations under North Dakota Law will apply."

**ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT
AND THE FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC. DBA OPENWORKS
REQUIRED BY THE STATE OF VIRGINIA**

Retail Franchising Act, VA. CODE ANN. §§ 13.1-557 to -574.

Relationship Laws

Any “cross-default” provision in a franchise agreement in which a default by a franchisee on one agreement will cause a default in any other agreements with the franchisor is not enforceable when applied to a franchisee in Virginia because Virginia law prohibits any provision that allows a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right given to him by any provision in the franchise. § 13.1-564.

**ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT
AND THE FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC. DBA OPENWORKS
REQUIRED BY THE STATE OF WASHINGTON**

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

RCW 19.100.180 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 or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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, or rights or 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.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any

such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20____

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By: _____
Officer: _____
Date: _____

FRANCHISEE:

Entity

Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT C

OPENWORKS

JANITORIAL FRANCHISE AGREEMENT

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OPENWORKS FRANCHISE AGREEMENT

1. PARTIES

This Agreement is signed on _____, 20__, (“Effective Date”) by and between O.P.E.N. America, Inc., an Arizona corporation doing business as OpenWorks (“OpenWorks”), with its principal office located at 2355 E. Camelback Road, Suite 600, Phoenix, Arizona 85016, and

_____ hereinafter referred to singularly or collectively as “You” or “Franchisee,” a:

[] Corporation, [] Limited Liability Company, under the laws of the State of _____.

Address, Telephone, Social Security # and/or Federal Tax I.D.:

The information below is to be completed for each shareholder of the corporation, or for each member of the limited liability company, as indicated above. You are required to maintain an active telephone number and e- mail address and to notify OpenWorks of any changes. The Franchisee represents that the following information is true and complete:

<u>Name</u>	<u>Business Address</u>	<u>Telephone</u>	<u>E-Mail</u>	<u>Federal Tax ID or Social Security #</u>

Federal Tax I.D. : Designated Manager Name:_____.

FRANCHISE SUMMARY

Franchise Package:

Down Payment: \$

Amount Financed: \$_____ (Interest 12%)

Initial Monthly Account Volume:

Terms (months):

Fulfillment Period (Days):

Monthly Installments: \$

Date Franchisee received FDD (should be same date as on Receipt page):

Date of Franchisee first personal meeting with OpenWorks rep to discuss purchase of franchise:

Date Franchisee received complete executable copy of Franchise Agreement:

Date Franchisee signed this Agreement:

Date Franchisee first delivered any down payment, deposit or other payment:

2. RECITALS

2.1 Ownership of System. OpenWorks is the owner of certain intellectual property rights, including its Trade Names and the Marks, the distinctiveness and value of which you acknowledge. OpenWorks has spent a considerable amount of time, effort and money to devise, and continues to develop, business methods, technical knowledge and marketing concepts including, but not limited to, trade secrets, commercial ideas, advertising materials, marketing strategies, technology strategies, information on sources of supply, administrative procedures, business forms, and training techniques that, taken together, comprise a proprietary System for the operation of Janitorial Services that offer commercial janitorial and other facility services to Accounts pursuant to Maintenance Agreements, all of which are designed to enhance the reputation and goodwill with the public of the services offered pursuant to the System. OpenWorks may, from time to time, add to, amend, modify, delete or enhance any portion of the System (including any of the Trade Names and Marks) as may be necessary in OpenWorks' Reasonable Business Judgment (as defined below) to change, maintain or enhance the System, TradeNames, Marks or reputation, efficiency, competitiveness and/or quality of the System, or to adapt it to new conditions, materials or technology, or to better serve the public. You will fully comply, at your own expense, with all such additions or modifications reasonably designated as applicable to then existing franchise owners similarly situated.

2.2 Definition of Reasonable Business Judgment. OpenWorks agrees to use "Reasonable Business Judgment" in the exercise of its rights, obligations and discretion under this Agreement except where otherwise indicated in this Agreement. "Reasonable Business Judgment" means that OpenWorks' determination shall prevail even in cases where other alternatives are also reasonable so long as OpenWorks is intending to benefit or is acting in a way that could benefit the System by enhancing the value of the Marks, increasing customer satisfaction, or minimizing possible customer brand or location confusion. OpenWorks shall not be required to consider your particular economic or other circumstances when exercising its Reasonable Business Judgment. At no time are you or any third party (including, but not limited to any third party acting as a trier of fact) entitled to substitute your or its judgment for a judgment that has been made by or on behalf of OpenWorks and that meets the definition of Reasonable Business Judgment in recognition of the fact that the long-term goals of a franchised system, and the long-term interests of both OpenWorks and all franchise owners, taken together, require that OpenWorks have the latitude to exercise Reasonable Business Judgment.

2.3 Nature of OpenWorks' Business. OpenWorks is in the business of franchising other parties to operate businesses using OpenWorks' Trade Names, Marks and System.

2.4 Objectives of Parties. OpenWorks wishes to grant you and you wish to accept from OpenWorks a franchise to operate your own business that engages in the Janitorial Services described in this Agreement, using the Trade Names, Marks and System, upon the terms and conditions set forth in this Agreement.

3. DEFINITIONS. For purposes of this Agreement, when any of the following terms begin with capital letters, their meanings are as defined in this Article 3 or elsewhere in this Agreement where the term appears in bold type and quotation marks:

3.1 "Account" means a customer who has entered into a Maintenance Agreement with OpenWorks for the performance of commercial janitorial and/or other facility services at the customer's premises.

3.2 "Account Volume" means the gross dollar volume per month that should be generated by the Accounts assigned to you by OpenWorks.

3.3 "Additional Accounts" has the meaning ascribed to it in Section 5.2.2.

3.4 “Additional Account Volume” means the gross dollar volume per month that should be generated by the Additional Accounts that you purchased the rights to service from OpenWorks.

3.5 “Affiliate” means people and companies associated with OpenWorks or you, as the context indicates, including, but not limited to, spouses, members of your household, owners, general partners, limited partners owning a Substantial Interest in OpenWorks or you, shareholders owning a Substantial Interest in OpenWorks or you, corporations in which OpenWorks or you have a Substantial Interest, corporations in which any person or entity owning a Substantial Interest in you also has a Substantial Interest, or officers, directors, employees or agents of OpenWorks or you. As used in this paragraph, the phrase **“Substantial Interest”** means the right to 10% or more of the capital or earnings of a partnership or limited liability company, or alternatively, ownership of 10% or more of the voting stock of a corporation.

3.6 “Agreement” means this Franchise Agreement, together with its attachments and all amendments hereto.

3.7 “Confidential Information” means proprietary and/or confidential information and trade secrets of OpenWorks and the System, including without limitation training materials, programs, methods, techniques, specifications, standards, systems, procedures, sales and marketing programs and strategies, technology strategies, manuals, financial data, knowledge of specifications for and suppliers of equipment, supplies and services, bidding, pricing and billing methods, existing and prospective customer lists and information about them and their service contracts, at any time existing or under consideration, for the operation of OpenWorks regional offices and commercial janitorial and other facility service businesses.

3.8 “Designated Manager” means the specific individual who will be responsible for the day-to-day management of the Janitorial Services.

3.9 “Effective Date” means the date of the Agreement as set forth in Article 1.

3.10 “Fluent in English” has the meaning ascribed to it in Section 7.2.12.

3.11 “Franchise Network” means the interdependent network composed of OpenWorks, all OpenWorks franchisees, OpenWorks’ Affiliates, and any other people or business entities that it has licensed to use the Trade Names, Marks, System or any of them.

3.12 “Franchise Package” means one of four different programs offered by OpenWorks, each generating a different amount of Initial Account Volume.

3.13 “Good Standing” means timely compliance by you and your Affiliates with all provisions of this Agreement, the Manual and any other agreement with OpenWorks, specifically including, but not limited to, provisions for timely payment of amounts owed by you to OpenWorks or its Affiliates and for any Account’s satisfaction with your Janitorial Service.

3.14 “Gross Revenue” means the total amount of money received by OpenWorks and its Affiliates from Accounts for all services rendered by you or your Affiliates within an accounting period. It also includes any amounts that were received directly by you or your Affiliates within an accounting period should a customer pay you or your Affiliates directly.

3.15 “Janitorial Service” means the business of providing commercial janitorial and other facility services that OpenWorks has authorized you to conduct under the Trade Names, Marks and System pursuant to this Agreement.

3.16 “Maintenance Agreements” means written contracts between OpenWorks and customers for the provision of commercial janitorial and other facility services at the customer premises, which contracts may have a title other than Maintenance Agreement.

3.17 “Manual” means the Operations Manual, instructions and other correspondence that OpenWorks will lend or communicate to you during the term of this Agreement, covering the operation of the franchised business, as each may be amended and/or supplemented from time to time. The Manual contains forms, requirements, recommendations, and best practices relating to the establishment, promotion and operation of a Janitorial Service and for use of OpenWorks’ Trade Name and Marks.

3.18 “Marks” means the word mark “OpenWorks,” the design mark “OpenWorks and design,” and other selected trademarks, service marks, trade dress, logotypes, slogans and other commercial symbols licensed by OpenWorks to you under this Agreement from time to time. A list of additional trademarks is included as Attachment 5 to this Agreement.

3.19 “Franchise Disclosure Document” means the Uniform Franchise Disclosure Document to which this Agreement was attached and which was previously or contemporaneously provided to you.

3.20 “OpenWorks” means O.P.E.N. America, Inc., an Arizona corporation, or any person or entity to which OpenWorks allocates all or part of its rights and obligations under this Agreement.

3.21 “Purchase Contract” has the meaning set forth in Section 5.2.2.

3.22 “System” means the Confidential Information, and the other business methods, technical knowledge and marketing concepts licensed by OpenWorks to you under this Agreement, including, but not limited to, the right to use OpenWorks’ processes, purchasing arrangements, commercial ideas, advertising materials, Manuals, Marks, information on sources of supply, administrative procedures and business forms.

3.23 “Termination” means the expiration and non-renewal of this Agreement, the early termination of this Agreement under any circumstances, and the cessation of your rights to use the Trade Names, Marks and System.

3.24 “Territory” means the area encompassing a 60 mile radius from the business address identified in Article 1, within which you will operate your Janitorial Service.

3.25 “Trade Names” means the commercial names “OpenWorks,” “OpenWorks of [name of state or other geographic designation],” and other selected trade names licensed by OpenWorks to you under this Agreement from time to time.

3.26 “Transfer” means any sale, gift, or other change in ownership of all or any part of the rights and obligations of this Agreement or of all or substantially all of the assets of the Janitorial Service (including without limitation, Accounts), or of an ownership interest in you of a magnitude at least as great as that described in this Section. If you are a limited liability company, then one or more transactions (regardless of whether or not they are related) in which there is a cumulative change in the rights to 34% or more of your capital, profits, or distributions of profits will be considered to be a Transfer. If you are a corporation, then one or more transactions (regardless of whether or not they are related) in which there is a cumulative change in beneficial ownership of 34% or more of your voting stock will be considered to be a Transfer.

3.27 “You” means the person or entity that is named as you in Article 1 of this Agreement and your Designated Manager, as the context requires. “You” means, in addition, all people or entities that succeed to the interest of the original you by Transfer or operation of law.

4. GRANT OF FRANCHISE.

4.1 Granting Clause.

4.1.1 Non-exclusive Territory. Subject to all the terms and conditions set forth in this Agreement, OpenWorks grants to you and you accept from OpenWorks a non-exclusive franchise to operate the Janitorial Service described in this Agreement solely within the Territory using the Trade Names, Marks and System in accordance with the terms of this Agreement. OpenWorks reserves all rights in the Trade Names, Marks and System not expressly granted in this Agreement. Your right to operate within the Territory is not exclusive. Other franchisees may compete there as there may be multiple franchisees in a territory. OpenWorks may compete with you for accounts in your Territory, including through alternative methods of distribution. You may, and OpenWorks encourages you to, solicit new business within your Territory, but may not solicit business from existing OpenWorks customers or prospects where an active OpenWorks or other OpenWorks franchisee bid (within the previous six (6) months) exists. OpenWorks will not bid against you itself. You may only solicit business within your Territory and only from prospects with their principal place of business located within your Territory. Unless approved in writing by OpenWorks, you may not service prospects located outside of your Territory, even if you did not solicit the business. OpenWorks reserves the right to compete with you for accounts under other tradenames or trademarks and offer services that are similar or complimentary to those provided by your franchise.

4.2 Term and Renewal.

4.2.1 Initial Term. The initial term of the franchise will begin on the Effective Date and will continue for a period of ten years unless terminated earlier pursuant to Article 10. If you continue to operate after the expiration of the term of this Agreement, OpenWorks may, at its option, consider the Agreement to be renewed on a month-to-month basis until the all the conditions set forth in 4.2.2 below are met or until the Agreement is terminated. Any continuance of business relations between OpenWorks and Franchisee after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, or extension of the Agreement (except for the limited circumstance stated above) unless Franchisee and OpenWorks agree in writing to such reinstatement, renewal, or extension.

4.2.2 Renewal. You will have the right to renew the franchise for your Janitorial Service for two additional ten year terms on the same terms and conditions as those on which OpenWorks is customarily granting new franchises at the time of renewal, if at the time of each renewal the following conditions are fulfilled:

- (a) You and your Affiliates are in Good Standing under this Agreement, any other agreement between OpenWorks or its Affiliates and you, and the Manual;
- (b) You have notified OpenWorks in writing at least 180 days before the expiration date of the then current agreement of your desire to renew;
- (c) You and any Affiliates that have signed this Agreement have signed a copy of the new franchise agreement not less than 30 days prior to the expiration of the then current agreement or 150 days after you receive a copy of the new Franchise Agreement from OpenWorks, whichever is later;

- (d) You have paid a renewal fee of \$2,500 when you signed the new franchise agreement; and
- (e) You and any Affiliates that are parties to this Agreement have signed a general release of claims in a form satisfactory to OpenWorks with respect to past dealings with OpenWorks and its Affiliates.

You understand that the terms of the standard franchise agreement in use by OpenWorks at the times of renewal may contain materially different terms than those contained in this Agreement, including, but not limited to (i) increased royalties and Advertising Fund contributions, (ii) different performance standards and (iii) execution of a general release in a form satisfactory to OpenWorks of any and all claims against OpenWorks or its Affiliates.

5. SERVICES TO YOU. OpenWorks agrees to perform the following services for you, at locations selected by OpenWorks, provided that you are, at the time when service is to be rendered, in Good Standing under this Agreement, any other agreement with OpenWorks or its Affiliates, and the Manual:

5.1 Training.

5.1.1 Initial Training. Before the opening of your Janitorial Service business, OpenWorks will conduct an initial training program in the operation of the Janitorial Service under OpenWorks' System for you and any of your employees who wish to attend at the same time, at no charge to you. The initial training program operates to advance and protect the reputation of the OpenWorks name and the Proprietary Marks and ensure that the franchisee meets the customer requirements and OpenWorks' brand standards. Any of your principals who will be involved in the management of your Janitorial Service business, and in all cases at least one of your principals, and your Designated Manager must attend and successfully complete the initial training program to the satisfaction of OpenWorks, as evidenced by a Certificate of Completion of Initial Training awarded by OpenWorks, before you may start operating your Franchise. The initial training program is offered once a month. You must complete the program within 45 days of signing your Franchise Agreement. Any Designated Manager of your Janitorial Service business must also attend and successfully complete the initial training program to the satisfaction of OpenWorks. You (and any Designated Manager) will be evaluated on your ability to speak and write English fluently, your aptitude for the operation of your Janitorial Service business, whether you are a good fit within the System, and whether your operation might adversely affect the goodwill or reputation of the System. OpenWorks will charge you a fee for any initial training provided to anyone after the first initial training program. This fee will be collected as stated in the Manual, typically, upon registration for training. Notwithstanding the foregoing, if you purchased an OW P package, OpenWorks may waive the hands-on portion of the initial training requirements in its sole discretion.

5.1.2 Continuing Education. OpenWorks may offer continuing education programs on matters related to the operation or promotion of the Janitorial Service on an optional or mandatory basis, as it considers necessary for maintaining OpenWorks' brand standards. OpenWorks may charge you up to \$150 per class for these programs or the platform through which they are accessed. OpenWorks reserves the right to adjust this fee at any time in OpenWorks' discretion.

5.2 Offering Accounts.

5.2.1 Initial Accounts. After all required individuals have successfully completed the initial training and signed OpenWorks' Certificate of Completion of Initial Training, and you have picked up your equipment, delivered to OpenWorks a copy of your business license, any additional entity/organizational documents OpenWorks requests, and any required registrations, and paid the initial franchise fee, the fulfillment period for the Franchise Package you purchased will begin. OpenWorks will

offer you the initial Account Volume promised in Section 6.1 of this Agreement within the applicable fulfillment period. OpenWorks will contact you by the method it chooses (e.g., by telephone or e-mail) to invite you to a walk-through of an account, request documentation of a business plan for the account, or thereafter offer you the account, and give you a certain amount of time to respond. If you do not respond during that time period for any of the aforementioned stages, you will be deemed to have refused the Account. OpenWorks reserves the right to update its account offer processes upon notice to Franchisee by updating the Manual. OpenWorks' fulfillment periods are as follows for each Franchise Package:

Package	Initial Monthly Account Volume	Fulfillment Period (Days)
OW P	0	N/A
OW 7	7,000	240
OW 10	10,000	330
OW 25	25,000	780

If you and OpenWorks agree to an initial monthly account volume greater than \$25,000, the additional account volume will be offered in increments of \$5,000 and increments of 150 days for the fulfillment period.

In order to accept an account, you must execute an Account Acceptance Agreement provided by OpenWorks. You shall not begin service at an account unless and until you have received from an authorized OpenWorks representative a) the Account Acceptance Agreement and b) the Scope of Work for the account.

If OpenWorks does not offer Accounts totaling the promised initial Account Volume within the required fulfillment period, you will be entitled upon written request to a refund of a portion of your initial franchise fee, as described in Section 6.1 of this Agreement. Such a partial refund will fulfill OpenWorks' obligation to offer the remaining portion of the initial Account Volume. Such a partial refund may, without limitation, be in the form of a loan reduction or balance reduction. If you do not make a written request for a refund within 30 days after the end of the fulfillment period, you will be deemed to have waived your right to a refund, but OpenWorks will remain obligated to offer you the remaining portion of the initial Account Volume for the franchise package you selected.

If, during the fulfillment period, you commit any default that would justify termination of an Account or of this Agreement (including but not limited to the performance and noncompliance issues set forth in the Account Satisfaction provisions at Section 7.2.5) OpenWorks may, at its option, suspend the fulfillment period until the default is cured instead of terminating your service to an Account or terminating this Agreement. If it appears, in OpenWorks' Reasonable Business Judgment, that you cannot or will not cure the default, OpenWorks may require you to repeat the initial training course. OpenWorks' fulfillment obligations to you are suspended until you successfully complete training. If you fail to successfully complete the repeat initial training course during your original fulfillment period, then OpenWorks' fulfillment obligations to you will cease. Once you have cured the default or have successfully completed retraining course within the required time frame, the prior fulfillment period will be cancelled and a new fulfillment period will begin to run.

5.2.2 Additional Accounts. You will not have the option to purchase additional franchises. However, you may request Additional Accounts from OpenWorks. "Additional Accounts" are new Accounts, or an increase in the dollar Account Volume of an existing Account you are already servicing (through increased occupancy, additional services, or for any other reason), offered to you by OpenWorks over and above the Initial Account Volume ("AdVol"), under any of the following scenarios if your franchise and its services to your then-current accounts are in Good Standing:

- (a) You may request that OpenWorks offer you Additional Accounts;
- (b) OpenWorks may offer Additional Accounts to you on its own;
- (c) OpenWorks, in conjunction with a proposed increase in an Account you are servicing, may require you to purchase an increase in the dollar Account Volume of that Account, and OpenWorks will assess a Marketing Fee (as defined in Section 6.8) from you that is based on the increase; or
- (d) OpenWorks, in conjunction with placing an Account with you under a previous obligation (initial Account Volume, Purchase Contract or replacement Account), will require you to purchase the overage if the acceptance of that Account would cause the gross dollar volume under that initial Account Volume, Purchase Contract or replacement Account to exceed the contracted amount.

In each of these cases, you are required to execute an amendment to the Franchise Agreement (a **“Purchase Contract”**), signifying the purchase of the right to service one or more Additional Accounts, and to pay the appropriate Marketing Fee as provided in Section 6.8.1 of this Agreement. In order to accept an Additional Account, you must execute an Account Acceptance Agreement provided by OpenWorks. You shall not begin service at an Additional Account unless and until you have received from an authorized OpenWorks representative and executed, if applicable, a) the Purchase Contract, including the account Acceptance Agreement, and b) the Scope of Work for the account. In the event that you begin servicing the Additional Account before signing the Purchase Contract in violation of the preceding sentence, you are deemed to have accepted the AdVol, regardless of when the Purchase Contract is executed and OpenWorks will impose any applicable Marketing Fee as of the date that you first serviced the account. OpenWorks may have outstanding obligations to offer you Accounts under more than one Purchase Contract at a time. Assignment of a given Account, if of sufficient monthly billing magnitude, may help to fulfill OpenWorks’ obligations to offer you Accounts under more than one Purchase Contract.

You agree that OpenWorks is under no obligation to provide you with Additional Accounts and may do so solely at its own discretion.

5.2.3 Refusal of Initial Account Volume. You may refuse up to three separate new Accounts from the initial Account Volume offered (whether offered telephonically or otherwise and whether or not accompanied by an actual assignment) by OpenWorks for any reason whatsoever during the term of this Agreement. However, each refusal of an offered Account (whether offered telephonically or otherwise and whether or not accompanied by an actual assignment) from the initial Account Volume will extend the fulfillment period by an additional 30 days. After three refusals (whether orally, in writing, or by failure to respond to or attend a walk-offer or failure to respond to an Account offer), any Account offer from the initial Account Volume, that is initially refused by you or to which you discontinue services after accepting an Account will reduce the Account Volume OpenWorks is obligated to offer you by the amount of the Account offered and will also extend the fulfillment period by an additional 30 days.

Your refusal of any Account (whether orally, in writing, or by failure to respond to or attend a walk-offer or failure to respond to an Account offer) will not relieve you of any payment obligations to OpenWorks, including without limitation your obligations under promissory notes for installments of your initial franchise fee or any Marketing Fee.

5.2.4 Replacement of Accounts. If any of OpenWorks’ initial Accounts terminate their Maintenance Agreements within one year after you begin servicing the Account, OpenWorks will, in its sole and absolute discretion, either i) offer you replacement Accounts within 150 days, subject to the conditions set out in this Section or ii) issue a partial refund of the initial Franchise Fee, pro-rated for

account volume terminated and days remaining in the one-year period.. If any of your Additional Accounts terminate their Maintenance Agreements within six months after their Maintenance Agreements commence, OpenWorks will, in its sole and absolute discretion, either i) offer you replacement Accounts within 150 days, subject to the conditions set out in this Section or ii) issue a partial refund of the initial franchisee fee, pro-rated for account volume and days remaining in the first year of that particular account. The foregoing guarantees do not apply to Accounts that are terminated as a result of any wrongful act, omission, negligence or nonprofessional interaction with the Account by you or your agents or Affiliates, including but not limited to, theft or breakage of property, failure to reset security alarm systems, duplication of Account keys, being argumentative with the Account and violations of Section 7.2.5 of this Agreement pertaining to an Account's satisfaction with your Janitorial Service. OpenWorks is not obligated to replace any Account lost by you because of the Account's dissatisfaction for any of the reasons stated above, or the Account's request that service be provided by another franchisee. OpenWorks may act in its sole discretion in determining if the Account has been terminated due to your or your agents' or Affiliates' wrongful act, omission, negligence or nonprofessional interaction with an Account or the Account's dissatisfaction. OpenWorks is not obligated to replace replacement Accounts.

Replacement Account(s) will be the same or a greater monthly billing magnitude as the Account(s) they replace. If the monthly billing volume of the replacement Account(s) is greater than the terminated Account(s), OpenWorks may assess a Marketing Fee from you that is based on the overage.

5.2.5 Account Assignment Agreement. Each assignment to you of a new Account or an increase in an existing Account, beginning with the assignments of Accounts to fulfill your Initial Account Volume, will be made pursuant to a separate Agreement for Account Assignment or Increase (an “**Account Assignment Agreement**”), which will have its own date, Account information, and if applicable, Marketing Fee. You acknowledge and agree that you will not begin servicing an account until you have executed the applicable Account Assignment Agreement. By accepting the new Account or increase in an existing Account and performing services, you agree to all of the applicable terms set forth in this Agreement and in each Account Assignment Agreement as of the date of acceptance, which are hereby incorporated herein by reference, including without limitation, the following:

- (a) You acknowledge receiving a copy of the Maintenance Agreement and Account scheduling requirements for the assigned Account if requested by you.
- (b) You agree to service the Account and comply strictly with the terms of the Maintenance Agreement and Account scheduling requirements for the assigned Account, all according to the Manual and the standards, procedures and policies established by OpenWorks from time to time.
- (c) You certify that you have sufficient resources to service the assigned Account, including working capital to purchase all needed supplies and equipment, and to meet all expected payrolls for the first 45 days.
- (d) If any portion of the assigned Account is an Additional Account (additional business in excess of the Initial Account Volume or replacement Account volume OpenWorks is required to provide you), then you agree to pay OpenWorks the Marketing Fee stated in the Account Assignment Agreement.

- (e) You acknowledge that OpenWorks has made no representations to you about how long the Account will use your services except as expressly stated in the Maintenance Agreement. You understand that there is no assurance that the Account will renew or extend the Maintenance Agreement. OpenWorks retains all rights as the contracting party with the Account.
- (f) If you discontinue services for the assigned Account at any time for any reason, you agree to immediately turn over to OpenWorks the Account's keys, security codes and cards in your possession or the possession of your employees. If you do not do so, you agree to pay OpenWorks all charges assessed by the Account plus \$500 a day until the Account's keys, codes and cards are delivered to OpenWorks.

5.2.6 Accounts Obtained by You. Once all required individuals have completed training and you have obtained your required business license, you are encouraged to solicit and procure janitorial customer Accounts on your own behalf. You must conduct all marketing activities in strict conformity with the guidelines, policies and procedures set forth in the Manual. OpenWorks must sign a Maintenance Agreement with these Accounts and will provide the same administrative services to support these Accounts as it does to support Accounts it procures for you. You will pay all the same types of fees in regard to these Accounts as you do in regard to Accounts procured by OpenWorks for you except that you will not be required to pay a Marketing Fee to OpenWorks for Accounts you obtain solely as the result of your own efforts. OpenWorks will impose the fees as of the date you begin servicing the Account unless we agree in writing that certain service calls or services are specifically excluded. Upon the Termination of this Agreement, Accounts you have procured must be assigned to OpenWorks if these Accounts do not already have a signed Maintenance Agreement with OpenWorks. In furtherance of this requirement, upon Transfer or Termination, you will immediately provide OpenWorks with a list of all Accounts and customers and facilities you are servicing or had serviced at any date during the 12 months preceding the date of such Transfer or Termination.

5.3 Equipment and Supplier List. You must purchase your equipment and supplies only from OpenWorks' designated and approved suppliers. OpenWorks will provide you with a recommended equipment list and a list of designated and approved suppliers. You may purchase your own equipment at any time or, for all packages except the OW P package, for your convenience, once you have completed training and have your business license, OpenWorks will provide you with an equipment and supply kit. If you purchased an OW P package, OpenWorks will not provide you with an initial equipment and supply kit. The current equipment kit being provided by OpenWorks is described in Attachment 1. OpenWorks may substitute different brand names or make changes in specifications, but any substituted or changed item will be of equal or greater value and/or quality.

5.4 Billing, Collection and Payment.

5.4.1 Billing and Collection Service. OpenWorks will provide billing and collection service for you. You must use this service and may not bill Accounts yourself or make collection efforts unless authorized in writing by OpenWorks. Within 45 days after the end of each month, OpenWorks will send to you via electronic payment your Gross Revenue for that month, after deduction of any sums currently due and payable by you to OpenWorks under this Agreement. OpenWorks may adjust the deadlines for reporting by you and payment by OpenWorks if, in its sole discretion, such adjustments are made necessary by general changes in the payment practices of Accounts in the area. You will be notified in writing of any such adjustments.

5.4.2 Limited Cash Flow Protection Service. For the first 90 days of each Account you accept that is part of your initial Account Volume, at the time of sending your monthly Gross Revenue to

you, OpenWorks will advance you a sum equal to any delinquent payments that should have been, but were not, received by OpenWorks from any Accounts you serviced during the month for which payment is made if the following four requirements are met:

- (a) The Account was not delinquent in the immediately preceding month;
- (b) You are not in Default of the Franchise Agreement;
- (c) Prior to OpenWorks advancing such sum, the customer has not terminated its Maintenance Agreement with OpenWorks or requested a new service provider at a location you serviced;
- (d) The customer has not requested that you stop servicing their Account;
- (e) The Account was originally provided by OpenWorks;
- (f) You submitted to OpenWorks the monthly statement of all services rendered by you, including services rendered to the delinquent Account, in a timely manner and in the form prescribed by OpenWorks; and
- (g) As otherwise required by OpenWorks in the Manual.

Any such sums advanced to you by OpenWorks must be paid to OpenWorks within 90 days after the date upon which payment was due from the Account whose payment was delinquent. Thereafter, you must repay OpenWorks or it may deduct amounts owed to it by you for such advances from any and all money collected by OpenWorks on your behalf. You must pay OpenWorks interest at the rate of 12% per year on any advances for which OpenWorks has not been reimbursed within 90 days after the date upon which payment was due from the Account.

5.4.3 Cost of Collection. OpenWorks is entitled to recover from you any costs it incurs, including but not limited to attorneys' and accountants' costs and fees, filing fees, delivery and photocopying charges, and costs of discovery, in collecting monies owed you by Accounts for your services. OpenWorks may apply to this obligation to any monies paid to OpenWorks by you or for your Account.

5.5 Consultation. Upon your request, OpenWorks will use commercially reasonable efforts to make its personnel available to you for consultation regarding operation of the Janitorial Service.

5.6 Manual. OpenWorks will lend you a Manual containing information on operational methods, safety, rules and policies, marketing, names of approved suppliers, and other information that OpenWorks believes will be necessary or helpful to you in your operation of the Janitorial Service. Operating your Janitorial Service in accordance with the Manual protects the reputation of the OpenWorks' name and the proprietary Marks, and ensures that the franchisee meets the customer's requirements and OpenWorks' brand standard. OpenWorks may revise the Manual periodically to conform to the changing needs of the Franchise Network and will distribute updates to you verbally, on the Internet, by email or in the form of memoranda containing these revisions. You are required to operate your Janitorial Service in accordance with the Manual and any of its revisions. In the event of any dispute regarding the Manual, the terms of the master copy maintained by OpenWorks shall be controlling.

5.7 Advertising.

5.7.1 Advertising Fund. OpenWorks has established an advertising fund (an “**Advertising Fund**”) to pool advertising monies of OpenWorks and each of its franchisees so as to achieve greater benefits for all in promoting the OpenWorks brand and its Trade Names and Marks. OpenWorks may, at its option, establish additional Advertising Funds. You must pay to OpenWorks as a contribution to the Advertising Fund up to 3% of your Gross Revenue, payable at the same times and in the same manner as royalties. OpenWorks currently contributes to the Advertising Fund in excess of franchisee contributions; however, OpenWorks reserves the right to decrease its contribution amounts in the future. OpenWorks shall administratively segregate all contributions to the Advertising Fund on its books and records. However, any payments to the Advertising Fund may, at OpenWorks’ discretion, be deposited in OpenWorks’ general operating account; may be commingled with OpenWorks’ general operating funds; and may be deemed an asset of OpenWorks, subject, however, to OpenWorks’ obligation to expend the monies in the Advertising Fund in accordance with the terms hereof. OpenWorks may, in its sole discretion, elect to accumulate monies in the Advertising Fund for such periods of time as it deems necessary or appropriate, with no obligation to expend all monies received in any fiscal year during such fiscal year. From time to time, OpenWorks’ expenditures for advertising in any fiscal year may exceed the total amount contributed to the Advertising Fund during such fiscal year. In such event, OpenWorks shall have the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the Advertising Fund or to use such excess as a credit against its future contributions. The parties do not intend that the Advertising Fund be deemed a trust.

5.7.2 Use of Funds. The Advertising Fund may be used to pay for market research, development, branding, quality assurance, advertising materials, marketing technology expenses, promotion or public relations programs, media placement for a national or regional advertising program, a referral program, or any combination of them, as OpenWorks, in its sole discretion, may deem necessary or appropriate to advertise or promote OpenWorks and to assure and enhance the name, goodwill, reputation and quality of the System and OpenWorks’ brand, Trade Names and Marks. OpenWorks shall direct all such programs and activities, with sole discretion over the methods, types of support (including without limitation, training, account quality visits and written materials), creative concepts, materials, endorsements and media used, and the timing, placement and allocation thereof. You agree that the Advertising Fund may be used to meet any and all costs of maintaining, administering, developing, creating, directing and preparing national, regional or local research, development, quality assurance, advertising and promotion materials, branding programs, advertising programs and activities, including without limitation, the costs of creating, preparing and conducting test marketing, surveys, direct mail/distribution, couponing, television, radio, magazine, bill board, newspaper and other media programs and activities, training and inspection programs, updated Manuals and the costs of hiring others to assist OpenWorks. OpenWorks may initiate Advertising Fund projects that are national or regional in scope and may also make allocations of Advertising Fund monies to local groups of franchisees or individual franchisees when OpenWorks considers it desirable. Because the benefits of advertising and promotion are difficult to measure with precision, OpenWorks reserves the unqualified right to determine, in its sole discretion, how Advertising Fund monies will be spent; provided that the monies must be used in a manner that is described above. You understand and acknowledge that the Advertising Fund is intended to maximize general public recognition and acceptance of the Trade Names and Marks for the benefit of the System as a whole and that OpenWorks undertakes no obligation in administering the Advertising Fund to ensure that any particular franchisee benefits directly or pro rata from the Advertising Fund. OpenWorks reserves the right to terminate the Advertising Fund, but in such event will spend or use all remaining Advertising Fund assets for advertising in accordance with this Section.

5.7.3 Reports. OpenWorks will prepare an annual summary of the percentages spent on production, media placement, administrative expenses and other categories as appropriate from the

Advertising Fund in the prior year. This summary will be made available to you at OpenWorks' regional office within 10 business days from OpenWorks' receipt of your written request.

5.8 Suggested Suppliers. OpenWorks will give you, in the Manual or otherwise in writing, a list of names and addresses of suppliers of goods and services (including technology) that currently meet its standards and specifications. In advising you of suppliers that meet its standards and specifications, OpenWorks expressly disclaims any warranties or representations as to the condition of the goods or services sold by such suppliers, including, but not limited to, expressed or implied warranties as to merchantability or fitness for any intended purpose. You agree to look solely to the manufacturer of goods or the supplier of services for the remedy for any defect in the goods or services. You may request that OpenWorks approve additional or alternate suppliers by providing OpenWorks with the required information for each proposed supplier in accordance with the Manual. OpenWorks will evaluate the proposed supplier and give you a written response to your request within sixty (60) days of the date OpenWorks receives the last piece of information from you. You must also reimburse OpenWorks for all costs incurred by OpenWorks in investigating and inspecting the proposed supplier and in testing the proposed supplier's product. OpenWorks has the right to deduct these fees from monies that are due to you from OpenWorks.

6. PAYMENTS BY YOU.

6.1 Initial Fee. You are required to pay OpenWorks in cashier's check or certified check payable to "O.P.E.N. America, Inc." or other form of payment acceptable to OpenWorks, an initial fee determined in accordance with Attachment 2 of this Agreement.

Higher franchise levels with increased account volume more than OW 25 may be available in your area. If so, then the additional account volume would be offered in additional \$5,000 increments from the levels at OW 25 stated in Attachment 2. The franchise fee would be calculated as the OW 25 franchise fee of \$72,000 plus a multiplier of 3 times the increased volume amount. For example, for a \$5,000 increase from a \$25,000 account volume to a \$30,000 account volume, the initial fee would be calculated as \$72,000 + (\$5,000 * 3) or \$87,000. The amount financed under the standard program would remain at \$10,000 total and the down payment would be calculated as the franchise fee less the \$10,000 financed. The veteran's program would have the same down payment for each franchise level as the standard program, but a 10% discount would be deducted from the amount financed.

You have selected the Franchise Package as stated in Article 1 of this Agreement.

The fee schedule in Attachment 2 of this Agreement does not include sales tax, which, if applicable, must be paid by you.

Other than for the OW P package, if the franchise fee is paid in full before beginning operation, a 10% discount off the franchise fee will be applied. The exact amounts for the franchise packages are stated in Attachment 2.

If you wish to finance a portion of the franchise fee, OpenWorks will offer financing at 12% per year or at the highest rate permitted by applicable law, whichever is less, over a two-year period. The loan will be memorialized by a promissory note in substantially the form of Exhibit D to the Franchise Disclosure Document.

The initial franchise fee is non-refundable, unless OpenWorks has been unable to offer a sufficient dollar volume of Accounts to you for the package purchased by you within the fulfillment period specified in Section 5.2.1 of this Agreement. If the dollar volume of Accounts offered to you within the fulfillment

period falls short of the amount specified in Section 5.2.1 of this Agreement, then your sole remedy is to receive a partial refund from OpenWorks, calculated as follows: The partial refund will be an amount equal to the difference between the initial Account Volume of the package and the Account volume of the Account(s) actually offered, multiplied by the package multiplier applicable to the package that was purchased. The package multipliers are as follows:

<u>PKG.</u>	<u>MULTIPLIER</u>
OW P	N/A
OW 7	2.71
OW 10	2.56
OW 25 and greater	2.56

At any time after the fulfillment period, OpenWorks, in its sole discretion, may elect to provide you with a partial refund in accordance with the above calculation in full satisfaction of all of its obligations to provide you with Accounts.

OpenWorks has the right to offset any amounts owed to it by you or your Affiliate against the amount of the refund. Therefore, a partial refund may, without limitation, be in the form of a loan reduction or balance reduction.

The following is an example of recalculations of the initial franchise fee:

You purchase Package OW 7 for \$24,850, with \$14,850 down and \$10,000 financed. This Package should generate \$7,000 in Account Volume per month. However, OpenWorks offers to you Accounts that generate only \$6,000 in Account Volume per month within the fulfillment period. To calculate your refund, the first step is to subtract the actual Account Volume from the Initial Account Volume for the package purchased, as follows: $\$7,000 - \$6,000 = \$1,000$. The difference is then multiplied by the multiplier for Package OW 7: $\$1,000 \times 2.71 = \$2,710$. However, since you have an outstanding note balance of \$10,000 payable to OpenWorks (assuming no payments were made), the \$2,710 refund will apply to that balance. Therefore, in this case the promissory note is reduced from \$10,000 to \$7,290 ($\$10,000 - \$2,710 = \$7,290$) and no actual cash refunds are given.

The reason why the net cost to you of the Accounts provided to you in the example, above, is less than it would have been if you had purchased the smaller package in the first place is that the cost per dollar of Initial Account Volume decreases as the size of the package increases. If OpenWorks fails to offer you the requisite Initial Account Volume for the package purchased, your initial franchise fee is still calculated at the same lower cost per dollar of Initial Account Volume as the package that you purchased.

6.2 Royalties. You will owe OpenWorks a royalty fee equal to 15% of the monthly Gross Revenue of the Janitorial Service, calculated on the basis of your Gross Revenue for the immediately preceding month (the “**Royalty Fee**”). Beginning on the first full month in which OpenWorks fulfills the applicable Account Volume for the package you purchased, Franchisee agrees the Royalty Fee will be the greater of (i) 15% of the monthly Gross Revenue, or (ii) \$300.00 (the “**Minimum Royalty**”). The amount you owe will be deducted from the amounts OpenWorks collects as part of OpenWorks' billing and collection services described in Section 5.4.

6.3 Special Project Fees. You agree to pay OpenWorks a “**Special Project Fee**” of a specified percentage of the total contract price for the job, before deduction of royalty fees, of each one- time, non-recurring Account service job, such as a carpet cleaning, performed by you for which OpenWorks obtained and/or priced the job (regardless of who originally obtained the Account). If you obtained the job, but

OpenWorks priced it, the Special Project Fee is 15% of the total contract price for the job; if OpenWorks obtained the job, but you priced it, the Special Project Fee is 15% of the total contract price for the job; if OpenWorks obtained and priced the job, the Special Project Fee is 30% of the total contract price for the job. If you obtained and priced the job, the Special Project Fee is zero. OpenWorks will deduct the Special Project Fee for assistance rendered during the preceding month from its monthly remittance of Gross Revenue to you.

6.4 Advertising Fund Contributions. You must pay a monthly contribution to the Advertising Fund of up to 3% of the monthly Gross Revenue of the Janitorial Service calculated on the basis of your Gross Revenue for the immediately preceding month, which will be expended in accordance with Section 5.7. OpenWorks will deduct the Advertising Fund contribution from its monthly remittance of Gross Revenue to you. OpenWorks shall have the sole right to enforce your obligations and those of all other franchisees of the System who are obligated to contribute to the Advertising Fund, and neither you nor any other franchisee of the System who shall be obligated to contribute to the Advertising Fund shall be deemed a third-party beneficiary with respect to said Advertising Fund or have any right to enforce any obligation to contribute thereto.

6.5 Payment of Royalties and Advertising Fund Contributions. Your obligations to pay ongoing monthly royalties, monthly Advertising Fund contributions, and monthly Technology and Innovation Fee begin on the Effective Date of this Agreement, as defined above. Your obligation to pay your fees to OpenWorks is not excused by your failure or delay in returning any agreement or paperwork to OpenWorks.

6.6 Inspection of Records. Upon reasonable notice to OpenWorks, you will have the right during normal working hours to inspect the books and records of OpenWorks pertaining to billings and collections for the Accounts assigned to you.

6.7 OpenWorks' Right to Audit Your Records. You agree to keep and maintain for a period of three years (even if this Agreement is terminated) true, original, and accurate records of your business, including, without limitation, accounts, books, licenses, data, contracts and product supplier invoices, and not to engage in activities in violation of your Franchise Agreement, in particular direct billing of Accounts or provision of services to Accounts, without reporting them to OpenWorks. Furthermore, you agree to keep your books and records open to examination, copying and audit by OpenWorks. Upon OpenWorks' request, you shall prepare and produce all of your business/personal records, bank statements, financial statements, tax returns, financial statistics and any other relevant document or data for OpenWorks to verify that all fees due to it are paid by you. Any such information provided to OpenWorks pursuant to this Section shall belong to OpenWorks and may be used and published by OpenWorks in connection with the System. Upon OpenWorks' request, you shall furnish OpenWorks with a copy of each of your reports and reimbursement of sales, use and gross receipt taxes and complete copies of any federal or state income tax returns covering the operation of the Janitorial Service, all of which you shall certify as true and correct.

If an examination or audit by OpenWorks discloses that you have directly billed Accounts or provided services to Accounts without reporting them to OpenWorks, or that you have underreported your Gross Revenues to OpenWorks in any other manner, the total amount of all fees and charges due hereunder as a percentage of such Gross Revenues shall be immediately due and payable to OpenWorks, together with interest on late payments as provided in Section 6.11 of this Agreement. In addition, you must pay OpenWorks all reasonable costs, expenses and overhead incurred by OpenWorks in connection with its examination and/or audit.

6.8 Marketing Fee.

6.8.1 Amount and Payment. You must pay OpenWorks a Marketing Fee for OpenWorks' services in locating Additional Accounts for you. Currently, the Marketing Fee is three times one month's gross billing of the Additional Account. OpenWorks reserves the right to increase the Marketing Fee at any time, in its sole discretion, by providing 30 days advanced written notice to you or by amending the Manual.

The Marketing Fee applicable to any Purchase Contract may be altered at any time before signing of the Purchase Contract, depending on changes in market conditions or industry standards or on the type of Account to be offered.

If you pay the Marketing Fee in full immediately, you will receive a 10% discount. The Marketing Fee may be partially or entirely financed in OpenWorks' sole discretion, considering the size of the transaction, other debt service payable by you to OpenWorks and others, your credit history, and your anticipated cash flow. Any portion of the Marketing Fee that is financed will be memorialized by a promissory note substantially similar to Exhibit D of the Franchise Disclosure Document. The current terms of financing are one payment equivalent to a down payment if you do not make the down payment at the time you contract for the Additional Accounts, and 0-24 equal monthly payments of the principal balance due plus annual interest of 12%. OpenWorks will deduct the Marketing Fee from its monthly remittance of Gross Revenue to you. The minimum down payment (or first note payment) and the number of monthly payments are summarized below:

Marketing Fee (as a multiple of the full monthly billing)	Minimum Down Payment or First Note Payment (as a percentage of the full monthly billing)	Financing Terms		Discount (if paid in full at the time of acceptance)
		Number of Additional Monthly Payments	Interest Rate	
3	20%	0-24	12%	10%

6.8.2 No Refunds. The Marketing Fee is not refundable, and OpenWorks has no obligation to offer you replacement Accounts, if an assigned Account is transferred at the request of the Account, or the Account cancels the assigned Account, in either case because of your wrongful act, omission, negligence or nonprofessional interaction with an Account, for the Account satisfaction reasons stated in Section 7.2.5, for any reason that you or your employees, agents or Affiliates could have controlled, including but not limited to, theft or breakage of property, failure to reset security alarm systems, duplication of Account keys, being argumentative with the Account, or for any violation of the Maintenance Agreement or Account's service schedule, this Agreement or the Manual.

6.9 Technology and Innovation Fee. Technology and Innovation Fee. You must pay a technology and innovation fee of up to 2% of the monthly Gross Revenue of the Janitorial Service for the development, set-up, use and maintenance costs for electronic and technologically-related services and support systems for guests, franchisees and the franchise system ("Technology Fee") as will be further described in the Manual. Vendors may also charge additional amounts for the services they provide. The Technology Fee percentage is currently .5% of monthly Gross Revenue and will be collected in the same time and manner as Royalty Fees. OpenWorks reserves the right to increase the fee (but not to more than 2% of monthly Gross Revenue) upon thirty (30) days' notice to you. The Technology Fee being collected will be stated in the Manual. The Technology Fee may be used for any and all electronic and technological costs such as development, set up and ongoing costs, technology service costs, software development and operations, loyalty program and survey costs, customer facing online system development, polling, data collection, support and operations, customer and franchisee engagement platforms, customer applications,

online training modules, operational videos, social media monitoring, information systems (including intranet and outside network systems, web-based systems, wireless, video and digital cameras systems, cleaning method and evaluation systems, back-of-house systems, digital media systems and network systems and the related hardware, middleware and software), and other telecommunication and electronic systems that are planned, in place or may be developed. For any electronic or technologically-related system, OpenWorks may have the right to independently access the system in various manners and to collect and use the data in any manner, including to promote the System and to sell franchises. In order to adapt the changes in technological needs, OpenWorks reserves the right to establish new programs and standards to implement new technology, which may require a change in the Technology Fee. You should expect to update your electronic and technological systems on a regular basis. OpenWorks may require all or a portion of the Technology Fee to be paid to one or more designated third party administrators. OpenWorks may allocate and divide the Technology Fee into two or more sub-fees with different amounts for different categories of electronic or technologically related service or system. OpenWorks may modify the programs and systems at any time and the Technology Fee percentage may be periodically adjusted (but not to more than 2% of your monthly Gross Revenue) upon at least thirty (30) days' notice to you.

6.10 Account Transfer Fee and Franchise Transfer Fee. As a condition of Transfer of an Account or this franchise, you must pay to OpenWorks an Account Transfer fee of \$50 per Account for the Transfer of one or more (but less than substantially all) of the Accounts you service, and a Franchise Transfer Fee of \$2,000 for all other Transfers, unless special circumstances as stated in Section 9.

6.11 Interest on Late Payments. Any payment not received by OpenWorks when due will bear interest at 21% per year or at the highest rate allowed by applicable law from the date when payment is due, whichever is less. Interest charges on late payments are intended to partially compensate OpenWorks for loss of use of the funds and for internal administrative costs resulting from late payments, which would otherwise be difficult to measure with precision. The fact that such charges are imposed should not be construed as a waiver of the right to timely payment.

6.12 Account Charges. If you fail to turn over to OpenWorks all Account keys, security codes and cards immediately when you discontinue services to an Account, you must pay OpenWorks all charges assessed by any Account plus \$500 per day until the Account's keys, codes and cards are delivered to OpenWorks.

6.13 Cancellation Charges. You must pay OpenWorks a cancellation charge of \$50 if you fail to keep any appointment with OpenWorks or an Account (including but not limited to an appointment for a quality control inspection) unless you give at least 24 hours advance notice that you are canceling the appointment. You must pay OpenWorks a cancellation charge of \$50 for any missed date of service on an Account. You must pay OpenWorks a cancellation charge of \$50 if you, any of your owners, your Designated Manager or any of your employees fails to attend any training class for which you, he or she is scheduled.

6.14 Intentionally Omitted.

6.15 Background Check Fee. Prior to the signing of this Agreement, and at any time during the Term when you finance any Marketing Fee, OpenWorks will evaluate your credit history and charge you its background check fee.

6.16 Document Preparation Fee. If you request the preparation of customized documents for marketing or other purposes, you will be assessed a \$250 preparation fee due upon request for preparation.

6.17 Manual Check Fee. We will only make payments to you by ACH direct deposit into a designated account.

6.18 Equipment and Supplies. You must purchase your equipment and supplies only from OpenWorks' designated and approved suppliers. You may purchase your own equipment at any time or, for all packages except the OW P package, for your convenience, once you have completed training and have your business license, OpenWorks will provide you with an initial equipment and supply kit in accordance with Section 5.3. If you purchased an OW P package, OpenWorks will not provide you with an initial equipment and supply kit. If you purchase equipment or supplies through OpenWorks, OpenWorks will deduct amounts owed to OpenWorks from funds OpenWorks is obligated to pay to you. OpenWorks reserves the right to require you to pay OpenWorks directly at the time you order any equipment or supplies from OpenWorks.

6.19 Trouble Call Fee. If OpenWorks is required to investigate or resolve a customer complaint on your behalf, you must pay OpenWorks a Trouble Call Fee of \$50 per occurrence plus reimburse OpenWorks for any service OpenWorks provides to your customer at the current hourly rate set forth in the Manual. OpenWorks has the right to deduct the Trouble Call Fee and any reimbursable charges from funds OpenWorks is obligated to pay you.

6.20 Lost Document Fee. If you have damaged, lost or otherwise misplaced any document relating to the franchise relationship and request a replacement of such document, OpenWorks will charge you \$25 for a replacement copy of each such document.

6.21 Intentionally Omitted.

6.22 Unauthorized Marketing Fee. If you fail to obtain OpenWorks' prior approval on any advertising material before use as required in Section 7.1.3 or you fail to stop using any advertising materials that OpenWorks has withdrawn its approval to use, then OpenWorks will impose a \$200 unapproved marketing fee per violation. Such a fee will continue to be imposed on a monthly or per use basis, in OpenWorks' discretion, if you continue to use unauthorized materials or fail to correct the unapproved advertising after notification.

7. YOUR OBLIGATIONS.

7.1 Use of Trade Name and Marks.

7.1.1 Context. You will use the Trade Names and Marks only in the operation of your Janitorial Service. You will not use any other trade names or marks in connection with your Janitorial Service. You cannot use the Trade Name or Marks as part of your legal business name, or with other words, designs or symbols. You may not use the Trade Name or Marks in connection with the sale of unauthorized products or services, or in any manner not authorized by OpenWorks. You will not represent in any manner that you have acquired any ownership rights in the Trade Names or Marks. You acknowledge OpenWorks' ownership in the Trade Names and Marks. Any goodwill associated with the System and identified by the Trade Names and Marks (including all future distinguishing characteristics, improvements and additions to or associated with the System) is OpenWorks' property and shall inure directly and exclusively to the benefit of OpenWorks. Upon the expiration or Termination of this Agreement for any reason, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the Trade Names or Marks.

7.1.2 Changes in Trade Names and Marks. OpenWorks has invested substantial time, energy and money in the promotion and protection of its Trade Names and Marks as they exist on the date this Agreement is signed. It has no present intention of altering them. However, OpenWorks and you both recognize that rights in intangible property such as the Trade Names and Marks are often difficult to establish and defend and that changes in the cultural and economic environment within which the System

operates may make changes in the Trade Names and Marks desirable or necessary. You understand that OpenWorks therefore reserves the right to change any of its Trade Names and Marks and the specifications for each when it believes that such changes will benefit the Franchise Network. You agree that you will promptly conform, at your own expense, to any such changes.

7.1.3 Advertising. You agree to submit to OpenWorks copies of all advertising materials that you propose to use at least two weeks before the first time they are distributed, broadcast or published. All advertising must conform to the standards set out in the Manual. OpenWorks will review the materials and notify you within ten business days whether it approves or rejects them. Silence or failure to respond will not be deemed consent. OpenWorks will not withhold its approval unreasonably. For purposes of this Section, advertising materials that differ from previously approved materials only in such variables as date, price or names of products will be considered to be previously approved. However, even if OpenWorks has approved specified materials, it may later withdraw its approval if it reasonably believes it necessary to make the advertising conform to changes in the System or to correct unacceptable features, including, but not limited to, any misrepresentation in the advertising material, whether or not intentional. You may not engage in telemarketing in connection with your Janitorial Service.

7.1.4 Legal Protection. You agree to notify OpenWorks immediately in writing if you become aware of any unauthorized use of its Trade Names, Marks or System. You will promptly notify OpenWorks in writing of any claim, demand or suit against you or against your principals based upon or arising in connection with your use of the Trade Names, Marks or System. In any action or proceeding arising from or in connection with any such claim, demand or suit, you agree that OpenWorks may, but is not obligated to, select legal counsel and has the right to control the proceedings, including the right to compromise, negotiate and settle, in its discretion, such claims, demands or suits. You may not initiate any communication or respond with any information on any infringement or challenge with any person other than your legal counsel, OpenWorks, our affiliates, or our counsel. If OpenWorks undertakes the defense or prosecution of any litigation or proceedings relating to the Trade Names or Marks, you will execute any and all documents and do such acts and things as may, in the opinion of OpenWorks' legal counsel, be reasonably necessary to carry out such defense or prosecution.

7.2 Quality Control.

7.2.1 Opening. You may not begin to operate the Janitorial Service until OpenWorks certifies in writing that you and your Designated Manager have satisfactorily completed initial training.

7.2.2 Compliance With Manual. You must operate your Janitorial Service in complete compliance with the standards and specifications set out in the Manual. OpenWorks may make changes in these standards and specifications, when, in its reasonable discretion, change is needed for the continued success and development of the System and the Franchise Network. Such changes may necessitate the purchase of equipment (including a computer system), supplies or other goods, completion of additional training by your employees, or other cost to you. You will promptly conform to the modified standards and specifications at your own expense. You must at all times keep your copy of the Manual current by inserting in it revised pages and other changes given to you by OpenWorks and deleting superseded pages. You must also protect its confidentiality by allowing access only by employees with a need to know its contents and by establishing and enforcing procedures to safeguard the Manual in a secure location when it is not in use. If there is any dispute as to the requirements of the Manual at any point in time, the terms of the master copy of the Manual maintained by OpenWorks will control.

7.2.3 Your Performance. You will provide Janitorial Services to your Accounts in a workmanlike and professional manner. Great weight will be given to the Accounts' opinions as to what is workmanlike and professional. You will carefully safeguard and protect the keys to your Accounts' buildings and will never give custody of the keys to any person not directly associated with the Janitorial

Service or for any unauthorized purpose. You will diligently follow any instructions or warnings made by any Account as to the security of the Account's premises or as to how, when and where you may perform Janitorial Services. Failure to adhere strictly to these requirements will be considered grounds for immediate termination of your right to serve a particular Account. If violation of this Section occurs repeatedly, OpenWorks may terminate this Agreement.

7.2.4 Services Offered. You will offer and sell all the services and only the services that OpenWorks has authorized you to provide. You may purchase products that are to be used in the Janitorial Service from any source, as long as the supplier meets the standards established by OpenWorks and the products meet the specifications set out in the current version of the Manual. If you wish to use any product not previously certified by OpenWorks to meet its specifications or which is sold by a supplier not previously approved by OpenWorks, you will advise OpenWorks of this fact and, upon its request, will give OpenWorks product specifications, sample products, and/or information about the supplier. OpenWorks will communicate either its approval or its reasons for withholding its approval to you within ten business days. Silence may not be construed as consent. As a condition of approving a supplier or product, OpenWorks will require you to reimburse it for any expenses reasonably incurred by OpenWorks in inspecting the supplier's premises, checking the supplier's credentials, or testing the product. As a condition of approving a supplier of any product that bears the Trade Names or Marks, OpenWorks may require that the supplier sign a license agreement. OpenWorks may withdraw its approval of a supplier or product if either or both no longer meet its standards or specifications.

7.2.5 Account Satisfaction. OpenWorks may, at its sole discretion, terminate your right to serve and to Transfer a particular Account, and may assign the Account to another franchisee, upon the occurrence of one of the following events:

- (a) You have repeatedly failed to perform Janitorial Services to an Account's satisfaction and/or in accordance with the Maintenance Agreement or Manual and/or OpenWorks' standards;
- (b) You participate in any billing and/or collections activities with regard to an Account without prior written consent of OpenWorks;
- (c) An Account has lodged an oral or written complaint with OpenWorks regarding you, your service or your employees; OpenWorks has notified you of the substance of the complaint, and the Account remains dissatisfied for more than five days from the date of the notice;
- (d) OpenWorks receives an oral or written request from an Account that the Account be serviced by a different franchisee;
- (e) You provide Janitorial Service to an Account in a capacity other than that of an OpenWorks franchisee;
- (f) You abandon or fail to provide service to an Account as scheduled or the Account notifies OpenWorks that it is dissatisfied on any two days within a period of 60 consecutive days;
- (g) You cancel or fail to keep appointments with OpenWorks or an Account for quality control inspections on any two occasions within a period of 60 consecutive days;
- (h) OpenWorks receives an oral or written request from an Account that its Maintenance Agreement be terminated due to your or your employees' conduct or your failure to perform Janitorial Services to its satisfaction;
- (i) If you or your Designated Manager are not Fluent in English;

- (j) You fail to maintain an adequate staff of employees sufficient to provide service to an Account; or
- (k) You no longer wish to service an Account.

You waive any claim or right to payment for services performed for such Account, and agree to Transfer such Account, after OpenWorks terminates your services to the Account under this Section. You agree that you will not be entitled to any payment upon OpenWorks' assignment of the Account to another franchisee, or to any refund or reduction of fees paid or promised to OpenWorks by reason of the termination of your service to any Account under this Section. You agree to successfully assist OpenWorks' managers in the transition or termination of an Account. OpenWorks may also terminate your franchise, including all Accounts, for events in subsections (a) through (i) inclusive of this Section (see Section 10.2).

7.2.6 Inspections. To protect the reputation of the OpenWorks' name and the Marks, OpenWorks may conduct periodic quality control inspections of your Janitorial Service operation during normal business hours to ensure that you meet the Accounts' requirements and OpenWorks' brand standards. You must attend each of these inspections with OpenWorks or pay OpenWorks a cancellation charge of \$50. OpenWorks will give you advance notice of the inspections. If there are repeated cancellations or absenteeism, OpenWorks has the right to terminate your services to an Account and/or terminate your Agreement. OpenWorks may also make quality control inspections without prior notice for which you will not have to attend. Alternatively, OpenWorks may require you to conduct such inspections, and promptly provide OpenWorks with written reports of such inspections in a format that has sufficient detail for OpenWorks to confirm that Account requirements are being met and that OpenWorks' brand standards are being followed. You must promptly correct any deficiencies in your operation, which you discover or which are brought to your attention by OpenWorks. If you do not take immediate, effective steps to bring your operation up to OpenWorks' standards, your failure to do so will constitute a material breach of this Agreement. If a deficiency is discovered at any time, during an inspection or following a complaint, OpenWorks has the right to correct the deficiency and charge you \$50 for doing so.

7.2.7 Notification of Complaints. You will notify OpenWorks promptly if you are served with a complaint in any legal proceeding that is in any way related to the Janitorial Service or if you become aware that you are the subject of any complaint to or investigation by a governmental licensing authority or consumer protection agency.

7.2.8 Employees. You will maintain a staff of available and trained employees sufficient to operate the Janitorial Service in compliance with OpenWorks' standards. You must control your employment policies, including hiring, scheduling, pay rates, discipline or termination of your employees, except that you must adhere to our System standards in your Janitorial Business.

7.2.9 Uniforms and Professional Attire. Your staff of employees must wear a uniform when the employees are on an Account's premises. The uniform must meet the standards set forth in the Manual. You or your Designated Manager must be in professional attire or in business casual attire with an OpenWorks polo shirt with the OpenWorks logo when on the Account's premises during normal business hours. If you are performing the Janitorial Services after normal business hours, then you may choose to be in a uniform, professional business attire or business casual attire with an OpenWorks logo shirt when performing those services.

7.2.10 Best Efforts. Your Designated Manager must use your best efforts and devote all of his or her productive time and effort to the management and operation of your franchise business on a full-time basis. You and your Designated Manager must promote the OpenWorks brand in all your actions.

7.2.11 Designated Manager. You agree that a specific individual will be the Designated Manager. The Designated Manager must use his or her best efforts and personally be responsible for management of the Janitorial Service business on a day-to-day basis, and you must carefully monitor and be responsible for the performance of any Designated Manager. The appointment or change of a Designated Manager is subject to the Designated Manager's satisfactory completion of training, compliance with the provisions of this Agreement and OpenWorks brand standards, and being Fluent in English. You designate the person listed in Section 1 as the Designated Manager and you must provide OpenWorks notice in writing of the designation of such person. OpenWorks has the right to rely upon instructions from the Designated Manager on matters relating to the franchise until OpenWorks receives a written notification from you changing the Designated Manager. You shall notify OpenWorks in writing of any proposed change in a Designated Manager before the change occurs. OpenWorks has the right to demand that you promptly remove a Designated Manager if the Designated Manager violates any provision of this Agreement or any other agreement with OpenWorks, including but not limited to, the training requirements and the provisions in Section 7.2.5 that addresses, among other actions, failure to adequately provide janitorial service, comply with OpenWorks' standards and to be Fluent in English. Upon termination of employment of a Designated Manager, you are required to appoint a successor within 10 days and one of your principals must take on the role of Designated Manager until the successor Designated Manager is qualified to take over.

7.2.12 English Language. At least one of your principals and your Designated Manager must be able to read, speak and write clearly and with proficiency ("**Fluent in English**") in order to adequately communicate with Accounts and to maintain OpenWorks' professional brand image. OpenWorks, in its sole discretion, shall determine if you and/or your Designated Manager are Fluent in English.

7.2.13 Social Media Policy. We have the right to control all use of URL's, domain names, websites, addresses, metatags, links, email addresses and other means of electronic identification or origin ("e-names") related to the Janitorial Business and System. We also have the right to monitor and limit any of your use (as related to the Janitorial Business) that is on the Internet, Intranet, World Wide Web, wireless technology, digital cable, use of e- names, email, websites, home pages, bulletin boards, chat rooms, email, linking, framing, on-line purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software (collectively, "e-commerce") in order to ensure that the your use of our Marks and the Janitorial Business is accordance with our System standards and policies. Without our prior written consent, you will observe OpenWorks' policy on and will not register a domain name, create, maintain or establish an internet website or electronic mail address, blog, bulletin board, chat room, barter exchange, home page, marketplace, Facebook page, MySpace, Twitter YouTube, LinkedIn, account or any other electronic media form (collectively, "website") advertising the Janitorial Business, or using our Marks, or any similar mark, in a website, in a web address, in a uniform resource locator or in any manner on the internet such as meta-tags, key words, linking or framing. You agree that we own all right, title and interest in and to, any and all websites and e-names we use or permit you to use in connection with the System or which bear our Marks or any similar marks. You agree to provide OpenWorks with the current passwords to any social media account that you use to promote the Janitorial Services within five days after opening the account, upon any changes, as part of any Transfer, upon termination and otherwise promptly upon our request. You grant OpenWorks the right to access any social media accounts to take corrective action if such advertising and postings are in violation of OpenWorks' advertising policy, are misleading or misuse our Marks, and to operate such accounts after termination of this Agreement. You agree that OpenWorks also owns all rights in any data collected via e-commerce related to the System, including any customer data, click-stream data, cookies, user data and hits and that such information is also included in our Confidential Information. You acknowledge that you may not mention or discuss the Janitorial Service, OpenWorks or the System on any medium whatsoever without

OpenWorks' prior written consent. Any and all photographs and other media approved by us that you have posted to any social media platform must comply with all applicable laws, including federal and state laws governing copyright. OpenWorks may take photographs of its events in order to promote the event and the System. You consent to OpenWorks' use of any photograph that contains an image of you that OpenWorks takes at an event such as training, conferences, seminars, events or at and of the OpenWorks offices. You agree and acknowledge that OpenWorks has the right to review all on-line e-commerce content involving the Marks or the System, and to require you to remove any content or usage, in OpenWorks' sole discretion. You acknowledge that OpenWorks has no control over any third party social medial actions and that OpenWorks has no obligation to take any special action in the event of a social media boycott, media storm or other complaint, each of which will be addressed on a case-by-case basis.

7.3 Insurance. You will be required to comply with the following policies regarding insurance:

- You must purchase and maintain a policy or policies of comprehensive public liability insurance, including employer's liability coverage, product liability coverage, and data privacy coverage, covering all Janitorial Service assets, personnel and activities on an occurrence basis with a combined single limit for bodily injury, death, losses, or property damage of not less than \$2,000,000.
- In some instances an Account may request additional insurance, which you will have to additionally purchase.
- You must obtain hired and non-hired auto insurance with a minimum of \$1,000,000 liability coverage on all vehicles involved in the OpenWorks business.
- You must carry property insurance in a minimum amount equal to the replacement value of your interest in the Janitorial Service supplies, vehicles and equipment.
- You must maintain workers compensation policies for your employees, in an amount not less than \$1,000,000 and not less than the minimum requirements of applicable law.
- You must maintain policies of disability insurance and any other types of insurance required by applicable law.
- You must maintain business interruption insurance in an amount sufficient to pay your obligations to OpenWorks for at least six months, including any financed note payables, royalty fees, advertising fund fees or any other amounts that would have been earned or paid.
- OpenWorks may increase the minimum coverage requirements set forth in this Section 7.3 annually if necessary to reflect inflation or other changes in circumstances.
- Each insurance policy that is required under this Section 7.3 must contain a provision that the policy cannot be canceled without 10 days' written notice to OpenWorks; it must be issued by an insurance company with a rating of A- or better by A.M. Best, designate OpenWorks and its officers and directors as an additional named insured, and be satisfactory to OpenWorks in form, substance and coverage. You must deliver a certificate of the issuing insurance company evidencing each policy to OpenWorks within ten days after the policy is issued or renewed.

- If you fail to purchase the required general liability insurance or any additional insurance, OpenWorks may enroll you in any insurance program it sponsors or purchase the insurance for your benefit and deduct the premiums and other related costs from your monthly Gross Revenue. Failure to maintain the required amounts and types of insurance set forth in any subsection of this Section 7.3, or any other insurance required by applicable law, may result in a loss of Accounts or termination of your franchise.

7.4 Financial and Legal Responsibility.

7.4.1 Compliance with Law. You must comply with all federal, state and local laws and regulations pertaining, directly or indirectly, to the Janitorial Service, including, but not limited to, Occupational Safety and Health Administration regulations. You must keep current all licenses, permits, bonds and deposits made to or required by any government agency in connection with the operation of the Janitorial Service. You must implement all administrative, physical and technical safeguards necessary to be in accordance with applicable law and best industry practices to protect any information that can be used to identify an individual, including names, addresses, telephone numbers, email addresses, social security numbers, employee identification numbers, signatures, passwords, financial information, credit cards information, vehicle identification numbers, account numbers, biometric or health data, government-issued identification numbers and credit-report information (“Personal Identifiable Information” or “PII”). It is your responsibility to confirm that the safeguards you use to protect Personal Identifiable Information comply with all applicable laws and industry best practices related to the collection, access, use, storage, disposal and disclosure of PII even if OpenWorks provides you with any suggestions or guidance. If you become aware of any suspected or actual breach of security or unauthorized access involving Personal Identifiable Information, you will immediately notify OpenWorks and provide specifics on the Personal Identifiable Information was compromised or disclosed. Upon OpenWorks’ reasonable request, you agree to permit OpenWorks, its affiliates, and any third party vendors OpenWorks designates to have independent unlimited access to all information generated by your computer system. If you have a third-party vendor for your computer system, you agree to send your vendor a written notice granting OpenWorks unlimited access to your data in the event of an actual or suspected data breach. You specifically agree to comply with any state required employment verification programs and any federal employment verification programs such as E-Verify.

7.4.2 Payment of Indebtedness. You must pay promptly when due all taxes and debts that you incur in the conduct of your business.

7.5 Pre-Existing Accounts. If you have an existing commercial janitorial or other facility services business prior to entering into this Agreement, the commercial accounts serviced by that business (“**Existing Accounts**”) must be identified in Attachment 2 to this Agreement. You must immediately cease soliciting any commercial janitorial or other facilities services business, except as an OpenWorks Franchisee.

7.6 Variances. OpenWorks may from time to time approve exceptions or changes from the uniform standards of the System that OpenWorks, in its sole absolute discretion, believes necessary or desirable under particular circumstances. Franchisee understands that it has no right to object to or automatically obtain such variances, and that any exception or change must be approved in advance by OpenWorks in writing. Franchisee also understands that some franchisees may operate under different forms of agreements due to annual updates and program revisions, and consequently the rights and obligations of such franchisees may differ materially from those of Franchisee.

7.7 Computer System. You must have a computer system that meets the requirements specified in the Manual, as may be revised from time to time. In order to communicate with OpenWorks

you must also have Internet and email access. You must inform OpenWorks of any changes in the email account address listed in Article 1 before the change occurs.

7.8 Certificate of Tax Compliance. Franchisee must, within ten days of each one year anniversary of the Effective Date of this Agreement, deliver to OpenWorks a certificate signed by one of Franchisee's officers, certifying, on behalf of Franchisee, that as of the date such certificate is delivered to Franchisee, Franchisee has complied with all laws of the state of its formation or incorporation relating to taxes and reporting of employees.

8. RELATIONSHIP OF PARTIES.

8.1 Interest in Marks and System. You will not at any time do or cause to be done anything contesting or impairing OpenWorks' interest in its Trade Names, Marks or System. You acquire no rights in any of these things except for your right to use them in accordance with the express terms of this Agreement. OpenWorks retains the right to grant other franchises or licenses to use the Trade Names, Marks and System upon any terms that OpenWorks wishes both within and without the Territory.

8.2 Independent Status. The Parties agree and understand that Franchisee will be at all times an independent contractor under this Agreement. You will make this fact clear in your dealings with suppliers, lessors, government agencies, employees, Accounts and others. You will rely on your own knowledge and judgment in making business decisions, subject only to the requirements of this Agreement and the Manual. While we have a contractual obligation to you, we do not have a fiduciary duty to you. You may not expressly or impliedly hold yourself or any of your employees out as an employee, partner, shareholder, joint venturer, representative or general agent of OpenWorks, nor may you expressly or impliedly state or suggest that you have the right or power to bind OpenWorks or to incur any liability on its behalf. You will not use the Trade Names as part of your entity's name. We have no right to control your employment policies, including hiring, scheduling, pay rates, discipline or termination of your employees, except that you must adhere to our System standards in your Janitorial Business.

8.3 Display of Disclaimer. Business cards, stationery, purchase order forms, invoices, leases, tax returns and other documents used by you in your business dealings with suppliers, lessors, government agencies, employees and Accounts must clearly identify you as an independent legal entity.

8.4 Indemnification. You agree to indemnify, hold harmless and promptly reimburse OpenWorks and its Affiliates, and their directors, officers, employees and agents, harmless from and against all expenses, costs, claims, actions, proceedings, damages, liabilities and other losses (including, without limitation, attorneys' and accountants' costs and fees) of any kind arising from or in any way connected to any of your or your Affiliates' activities or your or your Affiliates' operation of the Janitorial Service. If OpenWorks or any other indemnified party is made a party to a legal proceeding in connection with an action of yours or your Affiliates, OpenWorks or the other indemnified party may hire counsel to protect its interests and you must promptly pay all costs and expenses they incur.

8.5 Confidential Information.

8.5.1 Ownership. You acknowledge that OpenWorks is the sole owner of all the Confidential Information; that the Confidential Information is being imparted to you in trust and confidence; and that the Confidential Information is not generally known to the trade or public and is not known to you except by reason of such disclosure. You further acknowledge that you will acquire no interest in the Confidential Information other than the right to utilize it in connection with the performance of your obligations hereunder and the operations of the Janitorial Service. In addition, you acknowledge that the use, duplication or disclosure of the Confidential Information except as expressly permitted by this

Agreement will constitute an unfair method of competition and that OpenWorks will suffer irreparable injury thereby.

8.5.2 Work Product. You agree that all documents, papers, notes and other material and work product containing or derived from the Confidential Information or connected with your conduct of the Janitorial Service business shall be Confidential Information. You agree that you will have no proprietary interest in any work product developed or used by you and related to this Agreement. You agree, from time to time, as may be requested by OpenWorks, to do all things that may be necessary to establish or document OpenWorks' ownership of any such work product, including without limitation execution of assignments.

8.5.3 Confidentiality. All of the Confidential Information and all other information and knowledge about the System, which is not in the public domain, and such other information and material as OpenWorks may designate as confidential shall be deemed Confidential Information for purposes of this Agreement. You acknowledge that the Confidential Information is disclosed to you solely on the condition that you agree, and you hereby do agree, that you: (a) will use the Confidential Information in strict accordance with the instructions and directions given by OpenWorks from time to time; (b) will not use the Confidential Information, directly or indirectly, in any other business or capacity; (c) will not, at any time, in any manner or form, directly or indirectly, disclose, duplicate, license, sell, reveal, divulge, publish or communicate the Confidential Information, or any portion thereof, to any person or entity other than your authorized employees or consultants who need to have such information in connection with their jobs; (d) will not copy any materials containing the Confidential Information, including without limitation the System manuals, without OpenWorks' prior written consent; (e) will observe and implement all reasonable procedures imposed from time to time by OpenWorks to prevent the unauthorized use and disclosure of the Confidential Information; (f) will keep all System manuals and other written materials containing any portion of the Confidential Information in a secure manner and place; and (g) if you are legally compelled to disclose any of the Confidential Information, will do so only if you have used your best efforts to afford OpenWorks the opportunity of obtaining appropriate protective orders or other assurances of confidentiality satisfactory to OpenWorks. These restrictions are imposed for the term of this Agreement, and after this Agreement is terminated (or expires), the entire length of time that any Confidential Information is a trade secret and otherwise, the longest of either four years or as long as may be required by applicable law.

8.5.4 Return of Confidential Material. Upon the termination, expiration or cessation and non-renewal of this Agreement for any reason, you must immediately (but in any event within five days of such termination, cessation or expiration) return to OpenWorks all copies of any materials containing the Confidential Information (whether in original or duplicate form) and all property and equipment belonging to OpenWorks, in your or your Affiliates' possession, custody or control, including any of such items produced or prepared by you. To the maximum extent permitted by the law, OpenWorks reserves the right to deduct the cost of unreturned or damaged property, equipment or information from amounts otherwise due to you or your Affiliates.

8.6 Noncompetition.

8.6.1 Covenant. You recognize that: (a) the commercial janitorial and other facility services business is very competitive; (b) the System is operated in multiple states and is intended to expand into other geographical areas; (c) by virtue of the performance of this Agreement, you will have access to the Confidential Information and will have close contacts with OpenWorks' Accounts for the purpose of maintaining and further developing the business and goodwill of the System; (d) you will have the attendant ability to divert customer trade; and (e) OpenWorks has strong legitimate interests in obtaining the covenant in this Section 8.6 for the protection of the goodwill of the System. You therefore agree that, without the express prior written consent of OpenWorks, which OpenWorks may withhold in its sole and absolute discretion, you will not, during the Time Period (as defined below), directly or indirectly, whether personally or as an agent,

employee, partner, representative, affiliate or in any other capacity on behalf of any person or entity, engage in, render services to, or provide financing to, or have any interest in, in any manner whatsoever, any Competitive Business (as defined below) located or conducting business within the Area (as defined below). In addition, You will not during the term of this Agreement or for a period of 180 days after the termination or expiration of this Agreement, refer or promote to any former or current customer the operation of any other business within the Area (as defined below), nor will You promote the operation of any Competitive Business (as defined below) in the Area (as defined below) during the Time Period (as defined below) or for a period of 180 days after the termination or expiration of the Agreement.

8.6.2 Time Period. For the purposes of this Agreement, the term “Time Period” shall mean for the period of time that this Agreement is in effect.

8.6.3 Competitive Business. For the purposes of this Agreement, the term “Competitive Business” shall mean any business providing janitorial services to commercial customers, or any other services that you are or were providing as part of your Janitorial Service business. Competitive Business shall not include Pre-Existing Accounts, provided any such Pre-Existing Accounts are listed on Attachment 2.

8.6.4 Area. For the purposes of this Agreement, the term “Area” shall mean (a) the geographical area in which you provide or provided services to Accounts, and (b) a radius of 75 miles from the regional office through which you conduct or conducted your Janitorial Service business, and (c) a radius of 75 miles from any other regional office operated by OpenWorks or any of its master franchisees in the state where you conduct or conducted your Janitorial Service business, and (d) a radius of 75 miles from any other regional office operated by OpenWorks or any of its master franchisees in any other state.

8.7 Non-Solicitation of Customers. You agree that while this Agreement is in effect, all solicitations you make relating to janitorial and other facility services will be made on behalf of your Janitorial Service business. You agree that after the expiration and non-renewal or the termination of this Agreement for any reason, you will not solicit as a customer for commercial janitorial or other facility services: (a) any Account you serviced as a franchisee of OpenWorks, or (b) any other Account of OpenWorks or any of its master franchisees serviced by others during the period this Agreement was in effect, or (c) any prospective customers to whom OpenWorks or any of its master franchisees had proposals or bids outstanding at the time this Agreement ended.

8.8 Modification. The covenants set forth in Sections 8.1 through 8.7 inclusive of this Agreement shall each be construed as independent of any other covenant or provision of any other agreement. OpenWorks may reduce the scope of the obligations under the covenants of Sections 8.1 through 8.7 inclusive of this Agreement unilaterally and without the consent of any other person or entity, effective upon giving notice to you.

8.9 Lack of Prior Conflict. You represent and acknowledge that any person who owns any interest in your business nor your Designated Manager is bound by any post-employment covenant with a third-party that would restrict the fulfillment of your obligations or duties under this Agreement. To the extent any such person is bound by any such post-employment covenants, you represent and warrant that you have provided OpenWorks with a copy of the applicable written covenant.

8.10 Notification. During the Time Period, you shall notify any new employer or business associate, prior to entering into the employment or business relationship, of the existence of this Agreement and will provide such new employer or business associate with a copy of this Agreement. You further agree and authorize OpenWorks to notify others, including customers of OpenWorks and your future employers or business associates of your obligations under this Agreement.

8.11 Tolling of Time Periods. The running of the Time Period or any period of time specified in Section 8.6.1 or Section 8.6.2 of this Agreement will be tolled and suspended for any period of time in which you are found by a court of competent jurisdiction to have been in violation of any restrictive covenant contained therein. You further agree that the existence of any claim you may have against OpenWorks, whether or not arising from this Agreement, shall not constitute a defense to OpenWorks' enforcement of the covenants contained in this Agreement.

8.12 Non-Disclosure and Non-Competition Agreements. You must obtain written non-disclosure and non-competition agreements, in the form of Attachment 4 to this Agreement, signed by each of the individuals who owns 5% or more of your business, and by the officers, directors, managers and other employees or consultants, including, but not limited to, your Designated Manager, who have or are likely to have access to the Confidential Information, and promptly send OpenWorks a copy of each such agreement.

9. TRANSFER.

9.1 Purpose of Conditions for Approval of Transfer. OpenWorks' grant of this franchise to operate a Janitorial Service is made in reliance upon your integrity, ability, experience and financial resources and OpenWorks' investigation thereof. You may not make a Transfer (as defined in Section 3.21 of this Agreement) unless you have first obtained OpenWorks' written consent, which will not be unreasonably withheld if you comply with this Article 9. In order to ensure that no Transfer jeopardizes the Trade Names, the Marks, or OpenWorks' interest in the successful operation of the Janitorial Service, OpenWorks will consent to a Transfer only if you comply with all of the applicable provisions of this Article 9. You must obtain our commercially reasonable consent to any broker or transfer agent that you wish to use. You must not use any of the Marks in any listing for sale or transfer without our prior written approval. You must obtain our prior written approval of any advertising for any Transfer.

9.2 Notice of Proposed Transfer. If you wish to make a Transfer (including the Required Transfer), you must submit to OpenWorks (a) the form of franchise purchase application currently in use by OpenWorks completed by the prospective transferee; and (b) a written notice, setting forth all the terms and conditions of the proposed Transfer.

9.3 Consent by OpenWorks. OpenWorks must respond to your written notice within 15 days after receipt of the notice, or, if it requests additional information, within the later date of 15 days after receipt of the additional information or the final day of the original 15-day period. OpenWorks may either consent to the Transfer or state its reason for refusing to consent. Silence will not be construed as consent. If OpenWorks consents to the Transfer, then you may Transfer the interest described in the notice only to the named transferee and only upon the terms and conditions set forth in the notice and OpenWorks' consent. Consent by OpenWorks to a particular Transfer will not constitute consent to any other or subsequent Transfer. You acknowledge that OpenWorks' consent to the Transfer is not a representation to you that any transferred Account will continue as an OpenWorks Account or that the Account will use your services. OpenWorks has no obligation to you to disclose any concerns, complaints or Maintenance Agreement negotiations it had in the past or might have in the future with respect to any transferred Account. You understand that there is no assurance that any Account will renew or extend its Maintenance Agreement with OpenWorks.

9.4 Conditions for Consent to Transfer. Unless a waiver in Section 9.5 applies to some or all of the conditions set forth below in this Section 9.4, every Transfer is subject to all of the following requirements:

- (a) Transferee must be a legal entity;

- (b) OpenWorks' satisfaction that the proposed transferee meets all of the criteria of character, business experience, financial resources and other standards that OpenWorks customarily applies to new franchisees at the time of Transfer; and if the Transfer is to an existing OpenWorks franchisee, the franchisee must be in Good Standing and fully capable, in OpenWorks' sole reasonable judgment, of servicing the additional business;
- (c) Payment of all your outstanding debts to OpenWorks;
- (d) Cure of all defaults under the Franchise Agreement, any other agreement between OpenWorks and you, and the Manual;
- (e) Signing by the transferee of the then-current form of franchise agreement, which may contain terms substantially different from those in this Agreement, but in any event amended to waive payment of an initial fee by the proposed transferee; to shorten the term to the remainder of your current term; to provide that no supplies will be provided by OpenWorks; to state that no training is provided unless the \$250 training fee is paid; to identify whether OpenWorks has fulfilled its obligations on the initial Account Volume or to state the remaining initial Account Volume that OpenWorks is obligated to provide; to state the number and dollar amount, as applicable, of refusals for initial Account Volume previously made by You, and to clarify any remaining obligations of OpenWorks;
- (f) Providing OpenWorks with (i) the names and residential addresses of the owners and the officers or managers of any entity to whom a Transfer is being proposed, and their relative percentages of ownership; and (ii) the address where the entity will keep its business records;
- (g) Payment of the Transfer fee of \$2,000, or if only one or more (but not substantially all) of your Accounts are being transferred, a Transfer fee of \$50 for each transferred Account;
- (h) Completion by the transferee's owners and Designated Manager of OpenWorks' initial training program to its satisfaction, and payment of the \$250 training fee to OpenWorks;
- (i) Signing of a Non-Disclosure and Non-Competition Agreement substantially in the form of Attachment 4 to this Agreement by each entity to whom a Transfer is made and each of transferee's 5% owners, officers, directors, managers and other employees and consultants, including, but not limited to, transferee's Designated Manager, that have or may have access to Confidential Information;
- (j) Signing of a Personal Guaranty substantially in the form of Attachment 3 to this Agreement by each 5% owner of the entity to whom a Transfer is made (and by each such owner's spouse in a community property state);
- (k) Signing of a general release of claims by you in favor of OpenWorks;
- (l) Offering OpenWorks a first right of refusal to acquire the assets and/or interests that are subject to the Transfer, as provided in Section 9.6 of this Agreement; and
- (m) Requesting that OpenWorks provide the proposed transferee with the current form of franchise disclosure document at least fourteen calendar days before the closing.

OpenWorks may disclose to any proposed transferee any revenue reports or other financial information on your specific Janitorial Service business that OpenWorks has or that you provided to OpenWorks, subject

to federal and state franchise laws. You agree to indemnify OpenWorks for any representations made to any proposed transferee. In no event will OpenWorks' consent to a Transfer of any of your interest or any of your assets constitute a waiver of claims OpenWorks may have against you or the individual transferring party, nor shall it be deemed a waiver of OpenWorks' right to demand exact compliance with any terms of this Agreement by the transferee.

9.5 Waivers of Some Conditions Upon Certain Types of Transfers.

9.5.1 Accounts. In the event of a Transfer of one or more (but not substantially all) of your Accounts, OpenWorks waives the requirements of parts (e), (f), (h), (i) and (j) of Section 9.4.

9.5.2 Incorporation. In the event of a Transfer to a transferee where the beneficial ownership of the transferee immediately following the assignment is the same and in the same proportions as the beneficial ownership of Franchisee immediately before the assignment, then provided that the original party remains fully obligated under this Agreement, OpenWorks waives all of the requirements of parts (b), (c), (e), (h), (i) and (l) of Section 9.4. In lieu of part (g), the Transfer fee is \$500. The legal entity to which the Janitorial Service or franchise rights were transferred may not participate in any Competitive Business.

9.5.3 Transfer of Partial Interest Between Co-Owners. In the event of a Transfer of a partial ownership interest in Franchisee to an existing co-owner, OpenWorks waives all of the requirements of parts (b), (c), (e), (g), (h), (i), (j) and (l) of Section 9.4; *except that* if the co-owner who will be acquiring a greater ownership interest has not successfully completed OpenWorks' initial training program and will have a controlling interest or will be active in the business, then part (g) of Section 9.4 must be satisfied.

9.5.4 Intentionally omitted.

9.5.5 Transfer of Minority Interest to a Third Party. In the event of a Transfer of less than 50% of the ownership interests in the Janitorial Service business of Franchisee to anyone who does not already have an ownership interest in Franchisee, OpenWorks waives all of the requirements of parts (e), and (l) of Section 9.4. In lieu of part (g), the Transfer fee is \$1,000.

9.5.6 Employee Stock Options. In the event of a Transfer to any of your employees under any employee stock option plan or stock purchase plan, then provided that the cumulative total amount of such actual and optional ownership interests does not exceed 33% of the current or the possible future ownership interests in your corporation, and that any share certificate distributed under such a plan is marked with a legend describing the restrictions and conditions of Transfer required by this Agreement, OpenWorks waives all of the requirements of parts (b), (c), (e), (f), (g), (h), (i), (j) and (l) of Section 9.4.

9.5.7 Death or Substantial Disability. If you die, or become substantially and permanently disabled (whether physically or mentally as reasonably determined by an independent, qualified third-party) while this Agreement is in effect and prior to the Required Transfer, your heirs or representative will have 60 days within which to demonstrate to OpenWorks' satisfaction that they meet all of the criteria of character, business experience, financial responsibility, net worth and other standards that OpenWorks requires of new franchisees at that time. If OpenWorks approves your heirs or representative as transferees, OpenWorks will waive the requirement of part (g) of Section 9.4. If OpenWorks advises your heirs or representative in writing that it will not approve them as transferees of the franchise, or if OpenWorks fails to approve or disapprove the Transfer within 60 days following your death or disability, your heirs or representative will have 120 additional days from the date of disapproval of the Transfer within which to find and notify OpenWorks of a proposed Transfer to a qualified transferee in conformity with the provisions of Sections 9.2, 9.3, 9.4 and 9.5 of this Agreement. If your heirs or representative do

not advise OpenWorks of a qualified transferee within the specified period, the franchise will automatically terminate at the end of the period unless a written extension of time has been granted by OpenWorks.

9.6 OpenWorks' Right of First Refusal. Except as otherwise provided in Section 9.5 above, if you wish to make a Transfer, you must first give OpenWorks written notice of all the terms of the proposed Transfer, which must be a bona fide offer from a bona fide source, and all available information about the proposed transferee, together with copies of all documentation including any written offer. Within 15 days after receipt of the notice and documentation, OpenWorks may, at its option, elect to become (or have its nominee become) the transferee. The exercise of the option shall be upon the terms specified in the notice and documents, subject to a set off for all amounts you and your Affiliates owe to OpenWorks. If OpenWorks declines to exercise its option within the time specified, you may thereafter make the Transfer to an approved transferee (but not on more favorable terms than those offered to OpenWorks) provided that all of the requirements of Section 9.4 (subject to the waivers provided for in Section 9.5) are satisfied. If the Transfer is not made within six months from the date of the notice to OpenWorks, then you must give OpenWorks another notice and option as provided in this Section 9.6 before you make any Transfer.

9.7 Assignment by OpenWorks. OpenWorks may assign this Agreement or any rights or obligations created by it, in whole or in part, at any time to any third-party, including without limitation, to any of your competitors or an OpenWorks master franchisee who will have exclusive rights to administer the OpenWorks Cleaning Systems regional office for your franchised business. Such an assignment may be made without your consent upon condition that the assignee expressly agrees in writing to assume OpenWorks' obligations under this Agreement.

9.8 Legend. Any certificates representing shares or interests in Franchisee, whether already or hereafter issued by Franchisee, shall, from and after the date hereof, bear a legend sufficient under applicable law to constitute notice of the restrictions on such shares or interest contained in this Agreement and to allow such restrictions to be enforceable. Such legend shall appear in substantially the following form:

"The sale, transfer, pledge or hypothecation of [this stock/these interests/these units] is restricted pursuant to Article 9 of a Franchise Agreement dated _____, between OpenWorks and the issuer of these securities."

10. TERMINATION OF FRANCHISE.

10.1 Termination by Consent of the Parties. This Agreement may be terminated at any time upon the mutual written consent of the parties.

10.2 Termination by OpenWorks. In addition to OpenWorks' rights to terminate this Agreement as provided elsewhere in this Agreement, OpenWorks may terminate this Agreement as provided in this Section 10.2.

10.2.1 Acts of Default. Upon the single occurrence of **any** one of the following defaults by you or your Affiliates, all of which are material defaults, and after notice and an opportunity to cure (as provided in Section 10.2.2), if any, OpenWorks, at its option, may terminate this Agreement:

- (a) Subject to Section 7.5 regarding Pre-Existing Accounts, if you or any of your owners or Affiliates has any direct or indirect interest in the ownership or operation of any business that provides commercial janitorial or other facility services to customers;
- (b) If you or your Affiliates fail to submit to OpenWorks in a timely manner any information you are required to submit under this Agreement;

- (c) If you or your Affiliates fail to begin operation of a Janitorial Service by the date required in this Agreement, or if you fail to operate a Janitorial Service in accordance with this Agreement and the Manual;
- (d) If you or your Affiliates act without prior written approval or consent of OpenWorks in regard to a matter for which its prior written approval or consent is expressly required by this Agreement;
- (e) If you or your Affiliates default in the performance of any material obligation under this Agreement or any other agreement with OpenWorks;
- (f) If you or your Affiliates are not actively engaged in providing the Janitorial Service, unless:
 - (i) operations are suspended for a period of no more than three months and you have paid the Minimum Account Service Fee due under Section 6.14, or
 - (ii) the suspension was caused by fire, condemnation, or act of God;
- (g) If you or your Affiliates misuse the Trade Names, Marks or the System or engage in conduct which reflects materially and unfavorably upon the goodwill associated with them, or if you use any names, marks, systems, logotypes or symbols that OpenWorks has not authorized you to use in connection with your Janitorial Service;
- (h) If you or your Affiliates have made any material misrepresentation in connection with the assignment of an Account, or to induce OpenWorks to enter into this Agreement;
- (i) If you or your Affiliates fail to permanently correct a breach of this Agreement or to meet the standards set out in the Manual after being twice requested in writing by OpenWorks to correct the problem in any 12 month period;
- (j) If OpenWorks makes a reasonable determination that the operation of the Janitorial Service poses a threat to public health or safety;
- (k) If you or your Affiliates fail to make any payment when due under this Agreement or any other agreement between you and OpenWorks or an Affiliate of OpenWorks;
- (l) Except as otherwise required by the United States Bankruptcy Code, if you become insolvent, are adjudicated as bankrupt, or file or have filed against you a petition in bankruptcy, reorganization or similar proceeding;
- (m) If you or your Affiliates attempt to assign your rights under this Agreement in any manner not authorized by this Agreement;
- (n) If you or your Affiliates are convicted of a felony or any criminal misconduct or offense (even if not a crime) that is reasonably likely, in the sole opinion of OpenWorks, to have a material adverse effect to the System, the Trade names or the Marks, or the goodwill associated with any of the foregoing;
- (o) If you or your Affiliates commit any of the defaults described above and have twice previously, within a 12-month period, been given notice by OpenWorks of the same type of default, whether or not the prior defaults were cured;

- (p) If you or your Affiliates have taken such action that would permit OpenWorks to terminate your right to service an Account under paragraphs (a) through (i) inclusive of Section 7.2.5 of this Agreement;
- (q) If you fail to maintain policies of workers compensation insurance required in Section 7.3, disability insurance or any other types of insurance required by law;
- (r) If you or your Affiliates willfully make or have made any material false statement or report to OpenWorks or its Affiliates in connection with this Agreement, any other agreement between you and OpenWorks or its Affiliates, or any applications presented to OpenWorks or its Affiliates that has a material adverse effect on OpenWorks, its Affiliates or the System: or
- (s) If you notify OpenWorks in writing that you will cease operating the Janitorial Service at a future date or take such action that OpenWorks reasonably concludes that you will cease operating the Janitorial Service at a future date.

If OpenWorks has given you formal notice of a default or termination, then OpenWorks has the right to suspend OpenWorks' performance of any of OpenWorks' obligations under this Agreement, in addition to other remedies, during the time in which you are curing the default or in the event that the default is not cured. OpenWorks' right to suspend our obligations to you includes but is not limited to, the right to suspend sales of any products, to stop providing any services to you and to not provide access to OpenWorks confidential materials.

10.2.2 Notice of Default. Termination will be effective automatically 30 days after written notice of default is given to you, specifying any of the defaults described in subsections (b) through (j) inclusive of Section 10.2.1, if the default has not been cured within the 30-day period. The description of any default in any notice OpenWorks transmits to Franchisee will in no way preclude OpenWorks from specifying additional or supplemental defaults under this Agreement or any related agreements in any action or proceeding relating to this Agreement or termination of this Agreement. For a monetary default described in subsection (k), termination will be effective automatically five days after written notice specifying amounts due to OpenWorks is given to you, if the default is not cured within the 5-day period. Termination will be effective immediately upon written notice to you if any of the defaults described above in subsections (a) or (l) through (r) inclusive occurs.

10.3 Termination by You. You may terminate this Agreement upon 90 days' written notice to OpenWorks if the conditions of Section 10.4 of this Agreement are met in full within the specified time periods.

10.4 Rights and Obligations After Termination. Upon the Termination of this Agreement by either party for any reason, all of your Accounts shall automatically revert to OpenWorks and the parties will have the following rights and obligations:

- (a) OpenWorks will have no further obligations under this Agreement except to settle up with you with respect to payments due and owed prior to the Termination under Section 5.4 and Article 6 of this Agreement;
- (b) You must pay OpenWorks, within 30 days after Termination, all payments due to OpenWorks;
- (c) You must immediately and permanently cease the use of the Trade Names and Marks or any confusingly similar names or marks, the System, and advertising, signs, stationery and

forms that bear identifying marks or colors that might give others the impression that you are associated with the System;

- (d) You must immediately deliver to OpenWorks the Manual, all Accounts' keys, security codes and cards, and any other proprietary material belonging to OpenWorks or any Account which is in your possession or the possession of your employees and otherwise comply with Section 8.5.4;
- (e) You must immediately provide OpenWorks with a list of all Accounts and customers and facilities you or your Affiliates are servicing or had serviced at any date during the 12 months preceding the date of Termination;
- (f) You must assign to OpenWorks or its designee any Accounts obtained by you that do not have an existing Maintenance Agreement with OpenWorks;
- (g) You will take such action as may be required by OpenWorks to transfer and assign to OpenWorks or its designee or to disconnect and forward all telephone numbers, white and yellow page telephone references and advertisements, and all trade and similar name registrations and business licenses, and to cancel any interest that Franchisee may have in the same;
- (h) You must, without any consideration, cancel or assign to OpenWorks all right, title and interest in any Internet and web site home pages, domain name listings, and registration that contain the Trade Names or Marks, or any of them, in whole or in part, and shall notify the applicable domain name registrars and all listing agencies, upon the termination or expiration hereof, of the termination of your right to use any domain name, web page and other Internet device associated with OpenWorks, and authorize and instruct their cancellation or transfer to OpenWorks, as directed by OpenWorks; and
- (i) You must not refer or promote to any former or current customer the operation of any other business, nor will You promote the operation of any Competitive Business in the Area for a period of 180 days after the termination or nonrenewal of this Agreement.

If the franchise granted in this Agreement is terminated because of your default, the rights of OpenWorks described above will not necessarily be its exclusive remedies, but will instead supplement any other equitable or legal remedies available to OpenWorks. If this Agreement is terminated because of your material default, nothing in this Section will be construed to deprive OpenWorks of the right to recover damages as compensation for lost profits. Termination of this Agreement will not extinguish any obligation of either party that has accrued prior to Termination. All obligations of the parties, which by their terms or by reasonable implication are to be performed in whole or in part after Termination, will survive Termination.

11. MISCELLANEOUS PROVISIONS.

11.1 Construction of Contract. Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any Section of this Agreement. Each word in this Agreement will be deemed to include any number or gender that the context requires. If there is any conflict between this Agreement and the Manual, this Agreement will control.

11.2 Governing Law. Except for matters relating solely to Sections 8.4, 8.6, 8.7 and 8.8 and Attachment 4 of this Agreement, which are governed by the laws of the state in which the Territory is located and except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15

U.S.C. § 1051 et seq), this Agreement and all matters relating to it, must and will be governed by and interpreted by the laws of the State of Arizona; provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of Arizona, then such provisions must and will be governed by the laws of the state in which the Territory is located; and provided further that the Franchise Disclosure Document delivered to you contains a State Law Addendum, which is hereby incorporated into this Agreement, referencing and summarizing certain existing local laws of other jurisdictions, and the application of Arizona law will not abrogate or reduce any of your rights provided for under such existing local laws which by their terms apply and supersede Arizona law (unless local law conflicts with federal law and is preempted).

11.3 Notices. Each party to this Agreement shall direct any notice to the other party to the address in Article 1 of this Agreement, or at another address if advised in writing that the address has been changed. Notice may be delivered by facsimile (with simultaneous posting of a copy by first class mail), commercial courier, or first class mail. Notice may also be given by an email containing a PDF of a document to franchisee's last known email address. Notice by facsimile will be deemed delivered upon transmission; by courier, upon delivery; and by first class mail, three days after posting. Notice by email will be deemed delivered the day after it is sent by email provided that it is sent during regular business hours and an undeliverable email address notice is not received within 12 hours. If an undeliverable email address notice is received, then notice will be provided by another means stated in this Section.

11.4 Amendments. This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

11.5 Waiver. Waiver of any breach of this Agreement will not be interpreted as a waiver of any subsequent breach.

11.6 Integration. This Agreement, any exhibits or attachments to it, and the Franchise Disclosure Document that has been provided to you, constitute the entire agreement between the parties concerning the franchise granted under this Agreement, and supersede all prior and contemporaneous agreements and representations concerning the subject matter hereof; provided, however, that nothing herein is intended to disclaim the representations made in the Franchise Disclosure Document furnished to you.

11.7 Modification. The parties to this Agreement recognize that carrying out the overarching purpose of this Agreement, the creating of an effective, up-to-date, competitive consumer-oriented System under OpenWorks' name and Marks, and enhancing the potential value of that System for both OpenWorks and franchise owners as a group, requires flexibility in establishing and modifying standards for performance and operation under this Agreement, and may involve OpenWorks' development of other business activities not encompassed by the terms of this Agreement, taking particular account of the fact that business conditions and other circumstances are likely to change during the stated term of this agreement. The parties have addressed the prospect for such developments by the express provisions of this Agreement, including in particular, the provisions hereof defining the nature and scope of this Agreement and your obligation to observe the requirements of OpenWorks' Manual as it may, from time to time, be amended by OpenWorks to address efforts to maintain the long-term viability of OpenWorks' name, trademarks and other intellectual property rights, and/or its overall franchised System, among other things. No provision of this Agreement is to be read as creating a limitation on the right of OpenWorks to take such action except as the provision clearly and expressly establishes such a limitation.

11.8 Arbitration. Any dispute or claim (a "Claim") arising out of or in connection with this Agreement (including this arbitration agreement, the validity and scope of which the parties acknowledge and agree will be determined by an arbitrator, not a court), whether by contract, tort or other legal theory, must and will be resolved by arbitration; provided, however, that OpenWorks will not be required to arbitrate any Claim with respect to the ownership or use of its Trade Names or Marks, all of which issues

will be submitted to a court within the State of Arizona. The parties expressly consent to personal jurisdiction in the State where OpenWorks' principal place of business is located, currently the State of Arizona and agree that the state and federal court(s) must and will have exclusive jurisdiction over any such issues not subject to arbitration. The arbitration will be held where our principal place of business is located, currently the City of Phoenix, Arizona, governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and conducted by one independent arbitrator who is experienced in franchise matters and has no past or present relationship with either party, appointed as set forth in this Section 11.8. This arbitration clause will not deprive either party of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction. If proper notice of any hearing has been given, the arbitrator will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear. The parties agree that arbitration will be conducted on an individual and not a collective or class-wide basis. The arbitrator, and not any federal, state, or local court or agency, will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable, except the arbitrator will have no right to make any determination relating to the requirement that Claims be decided on an individual basis. The parties each waive any rights they may have to demand trial by jury or to seek punitive damages from the other party or its Affiliates. The arbitrator will have no power to (i) stay the effectiveness of any pending Termination of this Agreement; (ii) assess punitive damages; or (iii) make any award that modifies or suspends any lawful provision of this Agreement. All expenses of arbitration must be paid by the party against whom the arbitrator renders a decision. The award made by the arbitrator must and will be final, binding and conclusive on all parties to the arbitration for all purposes. Judgment upon any award and/or enforcing any order of the arbitrator may be entered by any court of competent jurisdiction. The Parties agree to the rules, practices and procedures under the Commercial Arbitration Rules from the American Arbitration Association to the extent any arbitration procedure or rule is not inconsistent with this Agreement. Notwithstanding the foregoing or anything to the contrary in this Agreement, if any court or arbitrator determines that all or any part of this Section 11.8 is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 11.8, then the parties agree that this arbitration clause will not apply to that dispute and that such dispute must and will be resolved in a judicial proceeding.

11.8.1 Initiation of Arbitration. In order to initiate an arbitration hereunder, the party wishing to make a Claim (the “**Initiator**”) must give a written notice of demand for arbitration hereunder (the “**Initial Notice**”) to the other party (the “**Respondent**”).

11.8.2 Initial Notice. To be valid, the Initial Notice must include the following: (i) a statement of the Claim; (ii) a proposed resolution (“**Initial Resolution**”) of the Claim; (iii) the address and phone and facsimile numbers of the Initiator; (iv) the date of the Initial Notice; and (v) the signature of the Initiator. The Initial Notice may include other matters as shall be deemed appropriate by the Initiator, but it may not contain any conditions to the effectiveness of the Initial Notice nor any other matter which affects the validity of the Initial Notice.

11.8.3 The Response. The Respondent is bound to respond to the Initial Notice in writing within 90 days of the Initial Notice (the “**Response**”) or suffer the consequences, as hereinafter defined. If the Respondent fails to timely respond with a valid Response, the Initial Resolution shall become effective as an arbitration award hereunder. A valid Response must contain the following: (i) A statement of the Response, including the factual disputes with the Initial Notice, and other facts supporting the Respondent’s position; (ii) a proposed resolution (“**Second Resolution**”) of the Claim, such as alternative amounts of payment or damages or alternative resolutions of the claim; (iii) the address and phone and facsimile numbers of the Respondent; (iv) the date of the Response; and (v) the signature of the Respondent. The Response may include other matters as shall be deemed appropriate by the Respondent, including claims of the Respondent, but it may not contain any conditions to the effectiveness of the Response nor any other matter which affects the validity of the Response. If the Respondent fails to timely give a valid Response, as provided above, or if the Respondent gives a notice of acceptance of the Initial Resolution, the arbitrator shall enter the award adopting the Initial Resolution.

11.8.4 Designation of Arbitrator. The Claim will be decided by a single arbitrator determined pursuant to the then-current rules of the American Arbitration Association. Upon determination, the arbitrator shall commence the arbitration process. The arbitrator shall make an award of the Initial Resolution or the Second Resolution or such other award as the arbitrator decides is just under the facts and applicable law, subject to the terms of this Agreement.

11.8.5 Counterclaim. The Respondent may include a “**Counterclaim**” in the Response. If the Respondent makes a Counterclaim, the Initiator shall be obligated to respond in the same time and in the same fashion as required of the Respondent.

11.8.6 Discovery. We both agree that, in any arbitration arising as described in this Section, requests for documents shall be limited to documents (including electronic documents) that are directly relevant to significant issues in the case or to the case’s outcome, shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain, and shall not include broad phraseology such as “all documents directly or indirectly related to.” For electronic document discovery requests, we both agree that: (a) The production of electronic documents will be made on the basis of generally available technology in a searchable format which is convenient and economical for the party producing the documents and also usable by the party receiving the documents, (b) Unless there is a showing of compelling need, as determined by the arbitrator, the parties are not required to produce metadata, with the exception that the header fields of email correspondence may be produced; (c) Production of electronic documents need only be from sources used in the ordinary course of business. No documents shall be required to be produced from back-up servers, tapes or other media unless there is a showing of compelling need; (d) Only individuals whose electronic documents are reasonably expected to contain evidence that is material to the dispute shall be named as custodians and requested to provide such electronic documents; and (e) When the costs and burdens of electronic discovery are disproportionate to the nature of the dispute or to the amount in controversy, or to the relevance of the materials requested, the arbitrator shall either deny such requests or order disclosure on the condition that the requesting party advance the reasonable cost of production to the providing side. Such production costs may be part of the allocation of the costs in the final arbitration award.

11.9 Injunctive Remedy for Breach. You recognize that you are a member of a Franchise Network and that your acts and omissions may have a positive or negative effect on the success of other businesses operating under OpenWorks’ Trade Names and in substantial association with its Marks. Your failure to comply with the terms of this Agreement is likely to cause irreparable damage to OpenWorks and to some or all of the other franchisees of OpenWorks. For this reason, you agree that if OpenWorks can demonstrate to a court of competent jurisdiction that there is a substantial likelihood of a breach or threatened breach of any of the terms of this Agreement by you, OpenWorks will be entitled, without

posting a bond, to a temporary restraining order or preliminary injunction enjoining the breach and/or to a decree of specific performance, without showing or proving any actual damage, until a final determination is made by an arbitrator. Any question on whether a dispute or claim is subject to an injunctive remedy will be determined as stated in Section 11.8 above.

11.10 Limitation of Actions. No action or arbitration proceeding may be maintained by you against OpenWorks unless (a) written notice of any claim alleged to exist is delivered by you to OpenWorks within 1 year after the event complained of becomes known to you and (b) an arbitration proceeding is commenced by you within 90 days after such notice.

11.11 Attorneys' Fees and Costs. If legal action, including any action on appeal, or arbitration is initiated to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to recover reasonable compensation for preparation, investigation and court and/or arbitration costs (including but not limited to, expert witness fees, hearing transcription fees, arbitration fees, arbitrator's compensation, copying costs, delivery expenses and charges) and reasonable attorneys' fees, as fixed by a court of competent jurisdiction or by the arbitrator.

11.12 Severability. Each provision of this Agreement will be considered severable. If, for any reason, any provision is determined to be invalid or in conflict with any existing or future law or regulation, that provision will not impair the operation of the remaining provisions of this Agreement. The invalid provisions will be deemed not to be a part of this Agreement. However, if OpenWorks determines that the finding of illegality adversely affects the basic consideration for its performance under this Agreement, OpenWorks may, at its option, terminate it.

11.13 Approval and Guarantees. If you are a corporation, all officers and shareholders with a 5% or greater interest in you, or if you are a limited liability company, all your managers and managing members and all members with a 5% or greater interest in you and in each of the foregoing cases, the spouses of each person, must approve this Agreement, permit you to furnish the financial information required by OpenWorks, and agree to the restrictions placed on them, including restrictions on the transferability of their interests in the franchise and Janitorial Service and limitations on their rights to compete, and sign separately written guarantees of your and their payments and performance in the form of Attachment 3 to this Agreement. The spouse(s) of any owner of a 5% or greater interest in Franchisee must sign the spousal consent in the form of Attachment 6 to this Agreement.

11.14 Acceptance by OpenWorks. This Agreement will not be binding on OpenWorks unless and until it has been signed by an authorized officer of OpenWorks.

11.15 Indulgences, Not Waivers. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

11.16 Execution in Counterparts and in Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of the parties reflected hereon as the signatories. Any photographic or xerographic copy of this Agreement, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement. Signatures may be given by facsimile or other electronic transmission, and such signatures shall be fully

binding on the party sending the same. Signatures made through an electronic signature process such as Adobe/PDF or such other electronic signature process are fully binding and deemed to be the same as any original.

11.17 Time of Essence. Time is of the essence of this Agreement.

11.18 Franchisor Limited Liability. You agree that there shall be no liability on the part of OpenWorks to you or any other person by reason of any approval given or withheld by OpenWorks to you or by reason of your complying with the Standards and Policies and requirements of OpenWorks or the provisions of this Agreement. OpenWorks shall not be liable to you if you adopt any suggestions or requirements of OpenWorks, or if OpenWorks delays or fails to furnish any approval, or if OpenWorks provides to mortgagee(s) or lender(s) (actual or prospective) at its or your request, information regarding the status of the Agreement and/or your obligations hereunder. OpenWorks is not obligated for any reason to do any act or to furnish anything to you except as expressly set forth in this Agreement, and you acknowledge that OpenWorks is not required to provide services that produce any particular level of results.

[This space left intentionally blank]

11.19 Disclaimer of Representations.

YOU HEREBY REPRESENT AND WARRANT TO OPENWORKS THAT:

NO REPRESENTATIONS OR PROMISES OF ANY KIND HAVE BEEN MADE BY OPENWORKS TO INDUCE YOU TO SIGN THIS AGREEMENT EXCEPT THOSE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN THE UNIFORM FRANCHISE DISCLOSURE DOCUMENT THAT HAS BEEN DELIVERED TO YOU. Initial _____

YOU ACKNOWLEDGE THAT NEITHER OPENWORKS NOR ANY OTHER PERSON HAS GUARANTEED THAT YOU WILL SUCCEED IN THE OPERATION OF THE FRANCHISED BUSINESS OR HAS PROVIDED ANY SALES, VOLUME OR INCOME PROJECTIONS OF ANY KIND TO YOU EXCEPT AS STATED IN THE UNIFORM FRANCHISE DISCLOSURE DOCUMENT PROVIDED TO YOU. Initial _____

YOU HAVE MADE AN INDEPENDENT INVESTIGATION OF ALL IMPORTANT ASPECTS OF THE FRANCHISED BUSINESS. Initial _____

YOU UNDERSTAND THAT OPENWORKS IS NOT A FIDUCIARY AND HAS NO SPECIAL RESPONSIBILITIES TO YOU BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION. Initial _____

YOU UNDERSTAND THAT YOU HAVE NOT SIGNED THIS AGREEMENT IN RELIANCE ON ANY OWNER, DIRECTOR, OFFICER, OR EMPLOYEE REMAINING WITH OPENWORKS IN THAT CAPACITY AND SUCH PEOPLE ARE ONLY REPRESENTATIVES OF OPENWORKS. Initial _____

YOU UNDERSTAND AND ACKNOWLEDGE THAT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND THE UNIFORM FRANCHISE DISCLOSURE DOCUMENT PROVIDED TO YOU INVOLVES BUSINESS RISKS MAKING THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON YOUR BUSINESS ACUMEN AND ABILITIES, YOUR ACTIVE PARTICIPATION AND YOUR EFFORTS AS AN INDEPENDENT BUSINESS OPERATOR. Initial _____

YOU ACKNOWLEDGE THAT OPENWORKS OR ITS AGENT HAS PROVIDED YOU WITH A UNIFORM FRANCHISE DISCLOSURE DOCUMENT 14 CALENDAR DAYS BEFORE THE EXECUTION OF THIS AGREEMENT OR PAYMENT OF ANY CONSIDERATION. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ SUCH UNIFORM FRANCHISE DISCLOSURE DOCUMENT AND UNDERSTAND ITS CONTENTS.

Initial _____

YOU ACKNOWLEDGE THAT OPENWORKS OR ITS AGENT HAS PROVIDED YOU WITH A COPY OF THIS AGREEMENT AND ALL RELATED DOCUMENTS, FULLY COMPLETED, AT LEAST FIVE BUSINESS DAYS PRIOR TO YOUR EXECUTION HEREOF.

Initial _____

YOU ACKNOWLEDGE THAT YOU HAVE HAD AMPLE OPPORTUNITY TO CONSULT WITH YOUR OWN ATTORNEYS, ACCOUNTANTS AND ADVISORS AND THAT OPENWORKS' ATTORNEYS HAVE NOT ADVISED OR REPRESENTED YOU WITH RESPECT TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. IN WITNESS TO THE PROVISIONS OF THIS FRANCHISE AGREEMENT, THE UNDERSIGNED HAVE SIGNED THIS FRANCHISE AGREEMENT ON THE DATE SET FORTH IN ARTICLE 1.

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By: _____

Officer: _____

FRANCHISEE:

Entity Name: _____

Signature: _____

Name: _____

Title: _____

Sign: _____

Title: _____

Name: _____

Sign: _____

Title: _____

Name: _____

ATTACHMENT 1

Current

Business Equipment Packages

Included in the Franchise Packages

From time to time, OpenWorks may substitute different brand names or change the exact specifications of the supplies and equipment provided to you in your equipment kit. Any substitutions will be at equal or greater value and/or quality.

Equipment Kit and Chemical Supplies

DESCRIPTION	U/M	QTY
Enzymatic Luster Creme Cleanser Pumice	QT	1
Scouring Stick	CS	1
60" Wood Thread Handle	EA	1
Toy Corn Broom	EA	1
Little Dipper Bowl Mop	EA	1
#360 Flex Lambswool 33-60" Duster	EA	1
12" Plastic Dust Pan	EA	1
12" Brass Channel with Rubber	EA	1
4203 1 1/2" Hard Putty Knife	EA	1
8', 2 section, Extension Handle	EA	1
W#63 nylon scrubbing pad with sponge backing, 20/cs	CS	1
20" Floor Machine	EA	1
20" 1500 RPM Burnisher with Pad Driver	EA	1
8 gl Wet/Dry Vacuum	EA	1
ProTeam Super Coach Vac HEPA with Tool Kit	EA	1
Super Loop Wet Mop	EA	2
Super Finish Mop	EA	1
84 Fiberglass & Speed Change Handle	EA	2
#324 Big Mo Dust Mop Head	EA	1
#324F Big Mo Frame	EA	1
60" Wood Snap-on Handle	EA	1
18" Blue Microfiber Looped Wet Mop Pad	EA	1
18" Red Microfiber Looped Wet Mop Pad	EA	1
WaveBrake™ SidePress Combo	EA	1
Yellow 25" Caution Wet Floor Sign	EA	1
Round Brute Dolly, 2640, Fits 20-55 gal Brutes, Black	EA	1
Yellow Wrap Around CaddyBag	EA	1
Grey 44 GL Round Brute Can	EA	1
Blue Microfiber Terry Cloths	DZ	1
Yellow Microfiber Terry Cloths	DZ	1
Red Microfiber Terry Cloths	DZ	1
Green Microfiber TerryCloths	DZ	1
8448 Gloves, Yellow, Medium (8-8.5)	DZ	1
7321 Safety Goggles	EA	1
Trigger Sprayer	EA	4
32-oz Plastic Bottle	EA	4
Pump Dispenser	EA	1
Emergency Clean-Up Kit	BX	1
20" Black Strip Pads, 5/cs	CS	1
20" Red Buff Pads, 5/cs	CS	1
3M 20" Pink Eraser Floor Pads	CS	1
BRUTE BUCKET-ROUND-10 QT-GRAY	EA	1
20" Perma Grip Pad Holder with brush plate	EA	1
Fast Glide 18" Mopping System	EA	1
BUCKETLESS HANDLE 32 OZ REPLACEMENT BOTTLES	EA	1
Round Shaped Bowl Brush	EA	1
SMARTDOSE STRIDE CITRUS HC NEUTRAL GP CLEANER 2X1.4L	CS	1
SMARTDOSE PER DIEM GENERAL PURPOSE CLEANER 2X1.4L	CS	1
Crew NA Non Acid Bath Disinfectant SmartDose 2x1.4	CS	1
Diversey Virex II 256 One-Step Disinfectant Cleaner 1.4L	CS	1
Diversey Glance NA Glass Cleaner 1.4L SD	CS	1
Green Cleaner Degreaser	GL	2

ATTACHMENT 2

TERMS

Package	Initial Monthly Account Volume	Franchise Fee	10% Discount For Cash or Veterans	OPENWORKS FINANCING PROGRAMS						
				STANDARD PROGRAM			VETERANS PROGRAM			
				Down Payment	Amount Financed	Monthly Payment	10% Discounted Fee	Amount of Down Payment	Amount Financed	Monthly Payment
OW P	0	2,500	250*	2,500	0	N/A	N/A	2,250	0	N/A
OW 7	7,000	24,850	2,485	14,850	10,000	470.33	22,365	12,425	7,515	353.76
OW 10	10,000	33,000	3,300	23,000	10,000	470.33	29,700	16,500	6,700	315.39
OW 25	25,000	72,000	7,200	62,000	10,000	470.73	64,800	62,000	2,800	131.81

*Veterans Discount only, no cash discount available for OW P

Your selected package: _____

Standard Program ☐ or Veteran's Program ☐

Discount: Applicable ☐ Not Applicable ☐

If you elected to purchase additional account volume more than the OW 25 package, the following apply:

- Initial Account Monthly Volume _____
- Initial franchisee fee: _____
- Down payment: _____
- Amount Financed: _____
- Monthly Payment: _____
- Fulfillment Period: _____

Pre-Existing Accounts. You have the following pre-existing accounts to provide commercial janitorial or other facility services to the following customers, pursuant to Section 7.5 of this Agreement:

Signature: _____

Date: _____

ATTACHMENT 3

PERSONAL GUARANTY

1. In consideration of, and in order to induce O.P.E.N. America, Inc. ("**OpenWorks**") to enter into a franchise agreement as of even date with this Guaranty (the "**Agreement**"), each of the undersigned ("**Guarantor**"), jointly and severally, unconditionally guarantees to OpenWorks that the Franchisee will fully, promptly and faithfully perform and discharge all of its obligations, duties and conditions under the Agreement, and under any and all instruments, documents or other evidence of indebtedness, executed in connection with the Agreement and all related obligations and undertakings, including obligations of payment when due, whether by acceleration or otherwise, of any and all liability of Franchisee or its Affiliates or to OpenWorks (the "**Guaranteed Obligations**"), together with all interest upon these liabilities and all attorneys' fees, costs and expenses of collection incurred by OpenWorks in enforcing any of these liabilities.

2. OpenWorks, its successors and assigns, may from time to time, without notice to the undersigned (a) resort to the undersigned for payment or satisfaction of any of the Guaranteed Obligations of Franchisee, whether or not it or its successors have resorted to any property securing any of the Guaranteed Obligations or proceeded against any other of the undersigned or any party or parties or primarily or secondarily liable on any of the Guaranteed Obligations, (b) release or compromise any liability of any of the undersigned hereunder or any liability of any party or parties primarily or secondarily liable on any of the Guaranteed Obligations, and (c) extend, renew or credit any of the Guaranteed Obligations for any period (whether or not longer than the original period); alter, amend or exchange any of the Guaranteed Obligations; or give any other form of indulgence, whether under the Agreement or not.

3. Each of the undersigned agrees to comply with and abide by the restrictive covenants and nondisclosure provisions contained in Sections 8.5, 8.6 and 8.7 of the Agreement, as well as the provisions in the Agreement relating to the Marks and Transfers, to the same extent as and for the same period of time as Franchisee is required to comply with and abide by such covenants and provisions, except to the extent otherwise required by the Agreement. These obligations of the undersigned shall survive any expiration or termination of the Agreement or this Guaranty. This Guaranty will remain effective despite any renewal, modification, or waiver by OpenWorks of any of the Guaranteed Obligations under this Guaranty, and no such modification, renewal or waiver will operate to defeat this Guaranty.

4. This Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms of this Guaranty will be conclusively presumed to have been created in reliance on it.

5. Any and all rights and claims of Franchisee or Guarantor or any of their respective property, arising by reason of any payment by the undersigned to OpenWorks under the provisions of this Guaranty, will be subordinate and subject in right of payment to the prior payment in full of all liabilities of Franchisee or Guarantor to OpenWorks.

6. Guarantor waives the right of trial by jury in the event of any litigation between the parties to this Guaranty in respect of any matter arising under this Guaranty and agrees that, should OpenWorks bring any judicial proceeding or arbitration in relation to any such matter, Guarantor will not interpose any counterclaim or set off of any nature.

7. Each of the undersigned further waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under this Guaranty and the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between Franchisee and OpenWorks resulting from such Guaranty or Agreement or otherwise, and the settlement, compromise or adjustment thereof.

8. Guarantor waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (i) any “one action” or “anti- deficiency” law or any other law, including without limitation A.R.S. Sections 12-1566, 33-729 and 33-814, which may prevent OpenWorks from bringing any action, including a claim for deficiency, against Guarantor, before or after OpenWorks’ commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale or (ii) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness.

9. The undersigned agrees to pay all expenses paid or incurred by OpenWorks in enforcing the Agreement and this Guaranty against Franchisee and against the undersigned and in collecting or attempting to collect any amounts due thereunder and hereunder, including reasonable attorneys’ fees and costs if such enforcement or collection is by or through an attorney-at-law. Any waiver, extension of time or other indulgence granted from time to time by OpenWorks, its agents, its successors or assigns, with respect to the Agreement, shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

10. If more than one person has executed the Guaranty, the term “the undersigned,” as used herein shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary. A discharge in bankruptcy of the Franchisee by a Bankruptcy Court that is “full satisfaction” (or words to such effect) of the Franchise Agreement’s obligations, regardless as to whether the discharge was part of the resolution of a bankruptcy claim or as part of a plan of reorganization, does not excuse the obligations of Guarantor and Franchisor may pursue Guarantor for the entire amount due and owing Franchisor regardless of the discharge.

11. The provisions of the Agreement providing that Arizona law shall govern, and requiring binding arbitration in Phoenix, Arizona shall also apply to this Guaranty and each Guarantor.

Date: _____, 20__

Name:

Sign: _____

Spouse’s Name: _____

Sign: _____

Name: _____

Sign: _____

Spouse’s Name: _____

Sign: _____

ATTACHMENT 4

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Non-Disclosure and Non-Competition Agreement (this “**Agreement**”) is made as of

_____, by and between:

_____, (**“Franchisee”**), an
OpenWorks Janitorial Franchisee under the janitorial Franchise Agreement between Franchisee and
O.P.E.N. America, Inc. (**“OpenWorks”**) of even date herewith and to which this Agreement was attached
(the **“Franchise Agreement”**); and

the undersigned (**“Recipient”**), who owns 5% or more of the ownership interests in Franchisee, and/or
holds or has been offered a position as an employee or consultant of Franchisee (any such current and future
interest or position held by Recipient is hereinafter referred to as the **“Position”**).

Recipient acknowledges that Franchisee is entering into this Agreement for itself and for the benefit of
OpenWorks pursuant to the requirements of the Franchise Agreement. Any capitalized terms not otherwise
defined will have such meaning as ascribed to them in the Franchise Agreement.

BACKGROUND TO THE AGREEMENT

In connection with their Position, Recipient will have access to, generate, or otherwise come into
contact with certain proprietary and/or confidential information and trade secrets of Franchisee, OpenWorks
or System, including without limitation training materials, programs, methods, techniques, specifications,
standards, systems, procedures, sales and marketing programs and strategies, manuals, financial data,
knowledge of specifications for and suppliers of equipment, supplies and services, bidding, pricing and
billing methods, existing and prospective customer lists and information about them and their service
contracts, at any time existing or under consideration, for the operation of OpenWorks’ regional offices and
commercial janitorial and other facility service businesses (the **“Confidential Information”**).

Recipient, Franchisee and OpenWorks desire to prevent the dissemination or misuse of such
Confidential Information. For these and other reasons, and the fact that there are many other employment
opportunities available to Recipient if his/her Position shall terminate, Recipient is in full and complete
agreement that the following restriction covenants are fair and reasonable and are freely, voluntarily and
knowingly entered into. FURTHER, RECIPIENT HAS BEEN GIVEN THE OPPORTUNITY TO
CONSULT WITH INDEPENDENT LEGAL COUNSEL BEFORE ENTERING INTO THIS
AGREEMENT.

AGREEMENT

As an inducement to OpenWorks to enter into the Franchise Agreement with Franchisee, or to
approve a transfer to or appointment of Recipient, and/or in consideration of Recipient’s employment or
continued employment by Franchisee, Recipient and Franchisee (on behalf of both Franchisee and
OpenWorks) agree as follows:

1. Confidential Information.

1.1. Ownership. Recipient acknowledges that OpenWorks and/or Franchisee is/are the sole owner of all the Confidential Information; that the Confidential Information is being imparted to Recipient in trust and confidence and only by reason of Recipient's Position; and that the Confidential Information is not generally known to the trade or public and is not known to Recipient except by reason of such disclosure. Recipient further acknowledges that Recipient shall acquire no interest in the Confidential Information, other than the right to utilize it in connection with the performance of duties associated with Recipient's Position. In addition, Recipient acknowledges that the use, duplication or disclosure of the Confidential Information except as expressly permitted by this Agreement shall constitute an unfair method of competition and that OpenWorks and Franchisee shall suffer irreparable injury thereby.

1.2. Work Product. Recipient agrees that all documents, papers, notes and other material and work product containing or derived from the Confidential Information or connected with Recipient's Position with Franchisee shall be Confidential Information. Recipient agrees that he will have no proprietary interest in any work product developed or used by him and arising out of his Position with Franchisee. Recipient will, from time to time, as may be requested by Franchisee or OpenWorks, do all things which may be necessary to establish or document Franchisee's or OpenWorks' ownership of any such work product, including without limitation execution of assignments.

1.3. Confidentiality. All of the Confidential Information and all information and knowledge about the System, which is not in the public domain and such other information and material as OpenWorks or Franchisee may designate as confidential shall be deemed Confidential Information for purposes of this Agreement. Recipient acknowledges that the Confidential Information is disclosed to Recipient solely on the condition that Recipient agree, and Recipient hereby does agree, that Recipient: (a) will use the Confidential Information in strict accordance with the instructions and directions given by Franchisee or OpenWorks from time to time; (b) will not use the Confidential Information, directly or indirectly, in any other business or capacity; (c) will not, at any time, while holding any Position with Franchisee or thereafter, in any manner or form, directly or indirectly, disclose, duplicate, license, sell, reveal, divulge, publish or communicate the Confidential Information, or any portion thereof, to any person or entity other than Franchisee, or authorized employees or consultants of Franchisee or OpenWorks who need to have such information in connection with their jobs; (d) will not copy any materials containing the Confidential Information, including without limitation the System manuals, without OpenWorks' prior written consent; (e) will observe and implement all reasonable procedures imposed from time to time by OpenWorks and/or Franchisee to prevent the unauthorized use and disclosure of the Confidential Information; (f) will keep all System manuals and other written materials containing any portion of the Confidential Information in a secure manner and place; and (g) if Recipient is legally compelled to disclose any of the Confidential Information, will do so only if Recipient has used his or her best efforts to afford OpenWorks and Franchisee the opportunity of obtaining appropriate protective orders or other assurances of confidentiality satisfactory to OpenWorks and Franchisee. These restrictions are imposed for the term of this Agreement, and after this Agreement is terminated (or expires), the entire length of time that any Confidential Information is a trade secret and otherwise, the longest of either four years or as long as may be required by applicable law.

1.4. Return of Confidential Material. Upon termination or cessation of his or her Position with Franchisee for any reason, Recipient shall immediately (but in any event within five days of such termination or cessation) return to Franchisee all copies of any materials containing the Confidential Information (whether in original or duplicate form) and all property or equipment belonging to Franchisee and OpenWorks, or either of them, in Recipient's possession, custody or control, including any of such items produced or prepared by Recipient. To the maximum extent of the law, OpenWorks reserves the

right to deduct the cost of unreturned or damaged property, equipment or information from Recipient's compensation.

2. Noncompetition.

2.1. Covenant. Recipient recognizes that (a) the commercial janitorial and other facility services business is very competitive; (b) the System is intended to expand to be national in scope; (c) Recipient by virtue of his or her Position will have access to the Confidential Information and will have close contacts with OpenWorks customers for the purpose of maintaining and further developing the business and goodwill of the System; (d) the Position provides Recipient with the attendant ability to divert customer trade; and (e) OpenWorks and Franchisee each have strong legitimate interests in obtaining the covenant herein for the protection of the goodwill of the System. Recipient therefore agrees that, without the express prior written consent of OpenWorks and Franchisee, which either may withhold in its sole and absolute discretion, Recipient shall not, during the Time Period (as defined below), directly or indirectly, whether personally or as an agent, employee, partner, representative, affiliate or in any other capacity on behalf of any person or entity, engage in, render services to, provide financing to, or have any interest in, in manner whatsoever any Competitive Business (as defined below) located or conducting business within the Area (as defined below). It is agreed and understood that the purpose of this covenant is not to deprive Recipient of a means of livelihood and will not do so but is rather to protect the goodwill and interest of Franchisee, OpenWorks and the System.

2.2. Time Period. For the purposes of Section 2.1 of this Agreement, the term "**Time Period**" shall mean for the period while Recipient holds a Position with Franchisee.

2.3. Competitive Business. For the purposes of Section 2.1 of this Agreement, the term "**Competitive Business**" shall mean any business providing janitorial services to commercial customers or any other services that Franchisee provides or provided to its customers while Recipient held a Position with Franchisee.

2.4. Area. For the purposes of Section 2.1 of this Agreement, the term "**Area**" shall mean (a) the geographical area in which Franchisee services or serviced OpenWorks customers, and (b) a radius of 75 miles from the regional office through which Franchisee conducts or conducted its OpenWorks business, and (c) a radius of 75 miles from any other OpenWorks regional office operated by OpenWorks or any of its master franchisees in the state where Franchisee conducts or conducted its OpenWorks business, and (d) a radius of 75 miles from any other OpenWorks regional office operated by OpenWorks or any of its master franchisees in any other state.

3. No Solicitation.

3.1. Customers. Recipient agrees that during the time Recipient holds a Position with Franchisee, and after Recipient's Position with Franchisee ends, except for solicitations Recipient makes on behalf of Franchisee, Recipient will never solicit as a customer for commercial janitorial or other facility services: (a) any OpenWorks customers serviced by Franchisee during the period Recipient held a Position with Franchisee, or (b) any other persons or entities who were OpenWorks customers serviced by others during the period Recipient held a Position with Franchisee. Recipient also agrees that after Recipient no longer holds any Position with Franchisee, Recipient will not thereafter solicit as a customer for commercial janitorial or other facility services any prospective customers to whom OpenWorks had proposals or bids outstanding at the time Recipient's Position with Franchisee ended.

3.2. Lack of Prior Conflict. Recipient represents and acknowledges that they are not bound by any post-employment covenant with a third-party that would restrict the fulfillment of the Recipient's Position or the duties Recipient performs on behalf of the Franchisee. To the extent Recipient is bound by any such post-employment covenants, Recipient represents and warrants that they have provided Franchisee with a copy of the applicable written covenant.

3.3. Notification. During the Time Period, Recipient shall notify any new employer or business associate, prior to entering into the employment or business relationship, of the existence of this Agreement and will provide such new employer or business associate with a copy of this Agreement. Recipient further agrees and authorizes Franchisee and OpenWorks to notify others, including customers of Franchisee or OpenWorks and Recipient's future employers or business associates of Recipient's obligations under this Agreement.

3.4. Tolling of Time Periods. The running of the Time Period or any period of time specified in Section 2 or Section 3 of this Agreement will be tolled and suspended for any period of time in which the Recipient is found by a court of competent jurisdiction to have been in violation of any restrictive covenant contained therein. Recipient further agrees that the existence of any claim it may have against Franchisee or OpenWorks whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisee or OpenWorks of the covenants contained in this Agreement.

4. Modification. The covenants set forth in this Agreement shall each be construed as independent of any other covenant or provision of any other agreement. OpenWorks may reduce the scope of the obligations under the covenants of this Agreement unilaterally and without the consent of any other person or entity, effective upon giving notice thereof to Franchisee and Recipient.

5. Remedies.

5.1. Recipient's Acknowledgements. Recipient acknowledges and agrees that in the event of the termination of Recipient's Position with Franchisee, Recipient's experience and capabilities are such that the Recipient can obtain employment and engage in business activities which are of a different or non-competing nature from those of the Position; and that the enforcement of a remedy of injunction will not prevent Recipient from earning a reasonable living. Recipient further acknowledges and agrees that the covenants contained in this Agreement are necessary for the protection of Franchisee's and OpenWorks' legitimate business interests and are reasonable in scope and in content.

5.2. Injunctive Relief. In the event of an actual or threatened breach by Recipient of any of the provisions of this Agreement, Franchisee and OpenWorks, or either of them, or their agents, shall immediately be entitled to injunctive relief restraining Recipient from the breach or threatened breach without having to show any actual damage. It is specifically agreed that Franchisee and OpenWorks, or either of them, may incur incalculable and irreparable damage from any such violation, and that Franchisee and OpenWorks, or either of them, have no adequate remedy at law and are entitled to injunctive relief, without bond, for any such actual or threatened violation. Nothing herein shall be construed as prohibiting Franchisee and OpenWorks, or either of them, from pursuing any other available remedies for such breach.

5.3. At-Will Employment. If Recipient is an employee, nothing in this Agreement shall affect Recipient's status as an employee at will. Employment of Recipient by the Franchisee may be terminated by either Recipient or Franchisee for any lawful reason at any time with or without cause. Any representation to the contrary is unauthorized and not valid.

5.4. Authority to Contract. Unless otherwise specified in writing, Recipient shall have no power to, and Recipient shall not, obligate the Franchisee or OpenWorks in any manner whatsoever to any contract, agreement, undertaking, commitment or other obligation, unless specifically authorized and directed to do so, in advance and in writing by the Franchisee. Further, Recipient shall not, without specific approval of and direction by the Franchisee, borrow on behalf of the Franchisee or OpenWorks, purchase capital equipment, or sell any capital assets of Franchisee or OpenWorks.

5.5. Enforceability. Franchisee's or OpenWorks' failure to enforce any provisions of this Agreement shall not constitute a waiver of the Franchisee's or OpenWorks' right to pursue any prior or subsequent breach, violation or default of the Agreement.

6. Survival. The provisions of this Agreement shall survive the expiration or termination of any agreement or relationship between Franchisee and Recipient or OpenWorks and Franchisee for any reason, in accordance with the terms hereof and shall be enforceable notwithstanding the existence of any claim or cause of action of Recipient against Franchisee and OpenWorks, or either of them, predicated on any contract or other basis whatsoever.

7. Severability. In the event any term or provision of this Agreement is declared to be invalid or unenforceable for any reason, the provision shall be modified to the extent necessary to make it enforceable, or if it cannot be so modified, then severed, and the remaining terms of this Agreement shall remain in full force and effect, and it is hereby declared the intention of the parties that they would have executed the Agreement as so modified.

8. Notice. Any notice to be given to Recipient under this Agreement will be sufficient and deemed delivered if it is in writing and delivered to the U.S. Post Office to be sent prepaid by certified or registered mail addressed to Recipient at his or her address as provided below, or to such other address as Recipient shall have provided in writing to both Franchisee and OpenWorks.

9. General. Except as otherwise expressly stated herein, this Agreement contains the entire understanding between the parties with respect to the subjects hereof, and supersedes all prior oral and written negotiations and agreements. Except as provided in Section 4 of this Agreement, this Agreement may be amended only by an instrument in writing signed by Franchisee and Recipient and approved in writing by OpenWorks. The waiver of any breach or violation of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other or subsequent breach. Headings are for convenience and shall not limit or control interpretation. Words in this Agreement shall be deemed to refer to whatever number and gender the context requires. This Agreement shall be governed by the laws of the state in which Franchisee's OpenWorks business is conducted. Any claim or dispute arising out of or in connection with this Agreement shall be resolved by arbitration held in the City of Phoenix, Arizona, governed by the United States Arbitration Act 9 U.S.C. § 1-16, and conducted by one or more independent arbitrators who are experienced in franchise matters and have no past or present relationship with any party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. OpenWorks shall be a third party beneficiary of this Agreement and entitled to enforce it as though OpenWorks were a signatory but shall not be obligated to do so.

[Signatures on following page]

RECIPIENT:

FRANCHISEE, accepting for itself and for its
Franchisor, O.P.E.N. America, Inc.:

(Full Legal Name of Recipient)

(Full Legal Name of Franchisee)

By: _____
(Signature)

By: _____
(Signature)

(Name Printed or Typed)

(Name Printed or Typed)

(Position/Title)

(Position/Title)

(Street Address)

(Street Address)

(City, State, Zip Code)

(City, State, Zip Code)

(Date)

(Date)

ATTACHMENT 5

TRADEMARKS

OpenWorks has the following trademarks that it uses in its janitorial cleaning services. You must use the trademarks in accordance with the terms of the Franchise Agreement and the Manual. These trademarks may be revised by OpenWorks in accordance with the Franchise Agreement.

OpenWorks®



Give your facility the works®
TotalWorks®
FirstWorks®
SaniCare®
SaniWorks®

ATTACHMENT 6

SPOUSAL CONSENT

The undersigned each being the spouse of a Franchisee (or the spouse of a 5% or greater owner of Franchisee) hereby states

1. That he or she has read and understands the Janitorial Franchise Agreement and the Franchise Disclosure Document and all exhibits; and
2. That he or she consents to the terms and conditions of the Janitorial Franchise Agreement, including but not limited to those concerning transfer, and
3. That he or she consents to execution of the Janitorial Franchise Agreement by Franchisee; and
4. That he or she consents to execution of the Personal Guaranty.

Dated: _____
Print Name: _____

Signature: _____

ATTACHMENT 7

ADDENDUMS REQUIRED BY CERTAIN STATES

**ADDENDUM
TO THE JANITORIAL FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC.
REQUIRED BY THE STATE OF ILLINOIS**

This addendum to the Disclosure Document and Franchise Agreement is agreed to this ____ day of _____, 20__, and effectively amends and revises said Disclosure Document and Franchise as follows:

Illinois law governs the Franchise Agreement.

Payment of the initial franchise fee/development fees will be deferred until the Franchisor has met its initial obligations to the franchisee and the franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to the Franchisor's financial condition.

In conformance with Section 4 of the Illinois Disclosure Act, any provision in a Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void. However, a Franchise Agreement may provide for arbitration outside of Illinois.

Your 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 Illinois Franchise Disclosure Act or any other law of Illinois is void.

**FRANCHISOR:
O.P.E.N. AMERICA, INC.**

By: _____

Officer: _____

Date: _____

FRANCHISEE:

Entity Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Name: _____

Sign: _____

Date: _____

Name: _____

Sign: _____

Date: _____

ATTACHMENT 7 Continued

**ADDENDUM
TO THE JANITORIAL FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC.
REQUIRED BY THE STATE OF MARYLAND**

This addendum to the Franchise Disclosure Document and Franchise Agreement is agreed to this day of _____, 20_, and effectively amends and revises said Franchise Disclosure Document and Franchise as follows:

Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. §§ 14-201 to -233.
Fair Distributorship Act, MD. CODE ANN., COM. LAW II §§ 11-1301 to -1307.

Choice of law and forum

Section 14-216(c)(25) of the Maryland Franchise Law requires a franchisor to file an irrevocable consent to be sued in Maryland. A franchisee may sue in Maryland for claims arising under that Law.

Advertising

Under Sections 02.02.08.04B(2) and 02.02.08.16G(1) of the Code of Maryland Regulations, franchisee's may obtain an accounting of advertising expenditures. This accounting will be provided to you upon your written request.

Periods of Limitation

Under Section 14-227(e) of the Maryland Franchise Law, a franchisee may bring a lawsuit in Maryland for claims arising under that Law for a period of three years after a franchise is granted.

Waivers and Releases

Section 14-226 of the Maryland Franchise Law and Section 02.02.08.16L of the Code of Maryland Regulations prohibit a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing, renewing or assigning a franchise. When prospective franchisees disclaim the occurrence and/or acknowledge the non- occurrence of acts that would constitute a violation of the Maryland Law when purchasing a franchise, such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Law. Any general release required as a condition of renewal, sale, transfer or assignment shall not apply to any liability under the Law.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20____

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By: _____
Authorized Representative: _____
Date: _____

FRANCHISEE:

Entity Name: _____
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Name: _____
Sign: _____
Date: _____

Name: _____
Sign: _____
Date: _____

**ADDENDUM
TO THE JANITORIAL FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC.
REQUIRED BY THE STATE OF MINNESOTA**

This addendum to the Disclosure Document is agreed to this _____ day of _____, 20____, and effectively amends and revises said Disclosure Document and Franchise Agreement as follows:

1. Item 13 of the Disclosure Document and Article 8.4 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“In accordance with applicable requirements or Minnesota law, Franchisor shall protect Franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding such use.”

2. Item 17 of the Disclosure Document and Article 10 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Stat. Sec. 80C.14, Subd.3, 4 and 5 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 Disclosure Document.”

3. Item 17 of the Disclosure Document and Section 11.8 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Minn. Stat. Sec. 80C.21 and Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreements 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 jurisdiction.”

4. Item 17 of the Disclosure Document and Section 4.2 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release.”

5. Any reference to liquidated damages in the Franchise Agreement are hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

6. In Section 11.8 of the Franchise Agreement, the sentence “You waive any rights you may have to demand trial by jury or seek punitive damages from OpenWorks or its affiliates,” is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. Section 11.10 of the Franchise Agreement regarding Limitations of Claims is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20 ____.

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By: _____

Officer: _____

Date: _____

FRANCHISEE:

Entity Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Name: _____

Sign: _____

Date: _____

Name: _____

Sign: _____

Date: _____

Attachment 7 continued

**Notice of Cancellation
[For Ohio Franchisees Only]**

_____, 20__ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, to OpenWorks, with its principal office located at 2355 E. Camelback Road, Suite 600, Phoenix, Arizona 85016 or to our local Ohio office at

_____ or send a fax to OpenWorks at its main
Arizona office at Fax: (602) 468-3788 or to OpenWorks' Ohio office at FAX:

_____ or an email either to OpenWorks at info@openworkswb.com or to
our Ohio Regional Director _____ at _____ not later than
midnight of _____, 20__.

I hereby cancel this transaction.

[copy to be sent to franchisor]

Attachment 7 Continued

**Notice of Cancellation
[For Ohio Franchisees Only]**

_____, 20__ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, to OpenWorks, with its principal office located at 2355 E. Camelback Road, Suite 600, Phoenix, Arizona 85016 or to our local Ohio office at

_____ or send a fax to OpenWorks at its main
Arizona office at Fax: (602) 468-3788 or to OpenWorks' Ohio office at FAX:

_____ or an email either to OpenWorks at info@openworksweb.com or to
our Ohio Regional Director _____ at _____ not later than
midnight of _____, 20__.

I hereby cancel this transaction.

[copy to be completed and retained by franchise]

EXHIBIT D
PROMISSORY NOTE

\$ _____, 20__

For value received, the undersigned ("Maker") promises to pay to O.P.E.N. America, Inc., an Arizona corporation ("OpenWorks") ("Holder"), at Phoenix, Arizona, the principal sum of _____ U.S. Dollars (\$ _____), payable in installments as follows:

- (A) One Initial installment of _____ Dollars (\$ _____), without interest, payable on _____, 20__ ; and
- (B) _____ (____) successive equal monthly installments of principal, together with interest at the rate of 12% per year accruing on the unpaid principal from and after the date of _____, 20__, each such payment of principal and interest in the amount of _____ Dollars (\$ _____), with the first such payment to be made on _____, 20__, and the remaining payments to be made on the same day of each succeeding calendar month until all such payments have been made, on which date the entire unpaid balance of principal and interest shall be due and payable.

This Note is made pursuant to that certain Franchise Agreement of even date herewith (unless otherwise specified) by and between Maker and OpenWorks ("Franchise Agreement"). All capitalized terms that are not otherwise defined will have the meaning ascribed to them in the Franchise Agreement.

Principal and interest shall be payable in lawful money of the United States of America. Checks shall constitute payment when collected.

Prepayment in whole or in part may be made at any time without notice or penalty. Holder shall have the right to credit all payments received first against accrued but unpaid interest, then against any unpaid principal payment which is due or in default, and shall thereafter credit the remainder of any payment against the last principal payment(s) due under this Note. Holder shall have the right to offset payments due hereunder against any amounts which are or may become payable from Holder to Maker and such offset will not be deemed a default by Holder of any agreement under which such sums or payment is due. Any changes in the ownership of Maker shall not affect the enforceability of this Note.

Should any installment due hereunder not be paid as it matures, the amount of such installment, which constitutes interest shall bear interest at the same rate as principal.

A default shall be deemed to have occurred in the event (i) the Maker of this Note shall fail to pay any payment under this Note when due; (ii) the Franchise Agreement between Maker and OpenWorks is terminated; (iii) any Act of Default occurs under the Franchise Agreement (as set forth in Section 10.2.1 thereof) or any material breach or default by Maker under any other agreement between Maker and OpenWorks or its Affiliates (as defined in the Franchise Agreement), if the default is not cured within the time permitted, if any, under such agreement; (iv) any Maker of this Note becomes bankrupt or insolvent, or dies; (v) a judgment in excess of One Thousand Dollars (\$1,000.00) is entered against any Maker and remains unsatisfied for over 30 days; (vi) a levy of attachment, execution or any other process is made against any of the assets of any Maker; (vii) Maker fails to pay, withhold, collect or remit any tax or tax deficiency when assessed or due; (viii) Maker makes a bulk sale or gives notice

of an intent to do so; (ix) Maker suspends the conduct of business under the Franchise Agreement; or (x) Holder, at any time in its sole and absolute good faith discretion, believes that Maker's financial condition has become materially impaired or unsatisfactory.

Should a default occur, then the whole sum of principal, and interest thereon which shall then have accrued but which remains unpaid, shall become immediately due and payable at the option of Holder, with default interest on the entire unpaid principal and accrued and unpaid interest from the date of such default until paid at the lesser of (i) the rate of 1% per month, or (ii) the highest rate permitted by applicable commercial usury laws.

It is the intention of the parties hereto to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law (including the laws of the United States of America), then, in that event, notwithstanding anything to the contrary in this Note, it is agreed that: (i) the aggregate of all consideration which constitutes interest that is contracted for, taken, reserved, charged or received under this Note shall under no circumstances exceed the maximum amount allowed by such applicable law; (ii) in the event the maturity of this Note is accelerated by reason of an event of default, or in the event of any permitted prepayment, then such consideration that constitutes interest under applicable law may never include more than the maximum amount allowed by such applicable law; (iii) and excess interest, if any, provided for in this Note or otherwise shall be cancelled automatically and, if theretofore paid, shall be credited by Holder on the principal amount of this Note (or, to the extent that the principal amount of this Note shall have been or would thereby be paid in full, refunded by Holder to Maker). The acceleration of the maturity of this Note does not include the acceleration of any interest which has not otherwise accrued on the date of such acceleration, and Holder does not intend to collect any unearned interest in the event of acceleration.

Each Maker waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (i) any "one action" or "anti-deficiency" law or any other law, including without limitation A.R.S. Sections 12-1566, 33-729 and 33-814, which may prevent OpenWorks or Holder from bringing any action, including a claim for deficiency, against Maker, before or after OpenWorks' or Holder's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale or (ii) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness.

Each Maker waives demand, diligence, presentment for payment, protest and notice of demand, protest and nonpayment. Each Maker further agrees that the granting without notice of any extension of time for payment of any sum due hereunder, or under any security agreement, guaranty or other instrument securing this Note, or for the performance of any covenant, condition or agreement hereof or thereof, or the taking or release of other or additional security, shall in no way release or discharge the liability of any Maker. Each Maker further agrees that this Note shall be enforceable by Holder notwithstanding the existence of any claim or cause of action by Maker against OpenWorks or Holder.

This Note shall be governed by and construed under the laws of the State of Arizona, without giving effect to the application of any Arizona conflict of law rules. Any proceeding brought by Holder against Maker may be brought in Maricopa County, Arizona, and each Maker and endorser hereof waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision. The dispute resolution provisions of the Franchise Agreement, including arbitration, apply to this Note.

The obligations of each of the Makers under this Note are joint and several, and Holder may enforce this Note against all Makers, or any one or more but not necessarily all Makers. In the event Holder is required to file any action, legal or other, to enforce its rights under this Note, Holder shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith.

Time is of the essence of this Note and each and every term and provision hereof. Holder's waiver of a default, or delay or failure to exercise any right upon default, or acceptance of late or partial payments, shall not be a waiver of Holder's rights and shall not impair Holder's rights upon other defaults of the same or a different kind.

Franchisee(s) ["Makers"]

Name: _____

Spouse's Name: _____

Signature: _____

Signature: _____

Name: _____

Spouse's Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Exhibit E

AGREEMENT FOR ACCOUNT ASSIGNMENT OR INCREASE

**OPENWORKS AGREEMENT
FOR ACCOUNT ASSIGNMENT OR INCREASE**

**DATE THIS ACCOUNT ASSIGNMENT AGREEMENT IS
SUBMITTED TO FRANCHISEE: _____**

Franchisee Information:

Franchisee Name: _____

Address: _____

Telephone Number: _____

Franchise Number: _____

Date Franchise Agreement Signed: _____

Account Information:

Account Name: _____

Office Location: _____

Start Date: _____

Type of Services: _____

Monthly Billing: _____

Account Assignment Status:

OpenWorks hereby offers Franchisee the Facilities Services Agreement with the Account identified above. The offer and acceptance of this Account shall serve to fulfill OpenWorks' obligations in relation to:

- ☐ *The initial Account Volume to be provided under the Franchise Agreement.*
- ☐ *The amendment to the Franchise Agreement (Purchase Agreement) dated _____, _____ for your purchase of Additional Accounts.*
- ☐ *The replacement of an Account previously accepted by you but terminated within the 30-day trial period. This Account will replace _____ with the monthly billing stated above.*
- ☐ Other: _____.

Account Refusal Status:

- ☐ If this box is checked, you have exercised more than three refusals, and the 30-day trial period either (as indicated by the following checked box) will **NOT** ☐ or will ☐ apply to you.
- ☐ If this box is checked, this Agreement is for an increase to one of your existing Accounts and you cannot reject it.

Account in Excess of OpenWorks' Obligations and Marketing Fee:

- ☐ If this box is checked, the monthly volume of this Account, or the increase in this existing Account, exceeds OpenWorks' obligations to provide you with Account volume under the Franchise Agreement or otherwise, and you agree to pay OpenWorks a Marketing Fee in the amount of \$ _____ at the time you accept this Account.

ACCEPTANCE

I, the undersigned Franchisee (or authorized representative of Franchisee), hereby **ACCEPT** this offer of the Account and agree to faithfully perform all services in connection therewith in accordance with the Maintenance Agreement for the Account, including the work specifications and schedule, and the Manual. I further acknowledge and specifically agree to the terms and conditions set forth in the Franchise Agreement and those printed on the reverse side of this Agreement with respect to this Account.

Date: _____

Signature: _____

Printed Name: _____

REJECTION

I, the undersigned Franchisee (or authorized representative of Franchisee), hereby **REJECT** this offer of the Account for the following reasons: _____
_____.

I understand that under the terms of the Franchise Agreement (including all amendments thereto), if this Account was offered by OpenWorks in fulfillment of an obligation to provide a specified level of Accounts, OpenWorks may have an additional 30 days to fulfill the obligation.

Date: _____

Signature: _____

Printed Name: _____

This Agreement for Account Assignment or Increase is not effective until it has been approved and executed by OpenWorks.

APPROVED By: _____

Dated: _____, 20____

ADDITIONAL TERMS AND CONDITIONS TO THE AGREEMENT FOR ACCOUNT ASSIGNMENT OR INCREASE

Refusal of an Account. You may refuse up to three separate new Accounts from the initial Account Volume or offered by OpenWorks for any reason whatsoever during the term of your Franchise Agreement. However, each refusal of an Account from the initial Account Volume will extend the fulfillment period by an additional 30 days. Thereafter, any Account from the initial Account Volume, which is initially refused by you or to which you discontinue services after accepting an Account, will reduce the Account volume OpenWorks is obligated to offer you and may, at OpenWorks' sole discretion, extend the fulfillment period by an additional 30 days. Your refusal of an Account will not relieve you of any payment obligations to OpenWorks, including without limitation your obligations under promissory notes for installments of your initial franchise fee or any Marketing Fee.

You have a trial period of 30 days from the date service under the Maintenance Agreement for the Account is scheduled to commence to refuse an Account. You must notify OpenWorks if you wish to refuse the Account, and OpenWorks must actually receive the notice within the 30 day period in order for it to be effective. If you fail to give a notice of refusal, or if OpenWorks does not actually receive it within the 30 day period, you will have waived your right to refuse the Account. You will lose your right to refuse an Account if at any time you are obligated to service the Account you fail to do so in accordance with the Maintenance Agreement and the customer's service schedule and the Manual.

If you refuse an Account during the 30-day trial period, OpenWorks will use its commercially reasonable efforts to locate another franchisee to service the Account. **However, you must continue servicing the Account in good faith until the earlier of: (i) the commencement of services by another franchisee, or (ii) 30 days after OpenWorks actually received your notice refusing the Account.**

Acceptance of an Account. By accepting the Account and signing the front of this Agreement for Account Assignment or Increase, you agree to all of the following terms, which are hereby incorporated in the Agreement by reference:

- a) You acknowledge receiving the Maintenance Agreement & customer's service schedule for the assigned Account.
- b) You agree to service the Account and comply strictly with the terms of the Maintenance Agreement and customer's service schedule for the assigned Account, all according to the Manual and the standards, procedures and policies established by OpenWorks from time to time.
- c) You certify that you have sufficient resources to service the assigned Account, including working capital to purchase all needed supplies and equipment, and to meet all expected payrolls for the first 45 days.
- d) You agree to contact the Client at least one time each week during the first four weeks of service to discuss any concerns the Client may have. At the end of the first month of service, and each month thereafter while you are providing service under the assigned Maintenance Agreement, you agree to obtain a written and signed evaluation form from the Client and forward a complete copy of the evaluation to OpenWorks.
- e) A representative of OpenWorks may inspect the Client's premises from time to time without notice to you to insure that services are being provided in accordance with OpenWorks' standards and the Maintenance Agreement and the customer's service schedule for the assigned Account. If a deficiency is discovered at any time, during an inspection or following a complaint, OpenWorks has the right to correct the deficiency and charge you OpenWorks' current fees for doing so.
- f) If any portion of the assigned Account is an Additional Account (additional business in excess of the initial Account Volume or replacement Account volume OpenWorks is required to provide you), then you agree to pay OpenWorks the Marketing Fee stated in the Agreement Account Assignment or Increase.
- g) If the Client cancels the assigned Account, or if the assigned Account is transferred at the request of the Client, in either case as a result of your wrongful act, omission or negative attitude, account satisfaction reasons or for any reason that you or your employees could have controlled, or for any violation of the Maintenance Agreement or customer's service schedule, your Franchise Agreement or the Manual, then you must pay any unpaid portion of the Marketing Fee and, at the option of OpenWorks, the entire unpaid amount of the Marketing Fee for the Account shall become immediately due and payable.
- h) You acknowledge that OpenWorks has made no representations to you about how long the Client will use your services except as expressly stated in the Maintenance Agreement. You understand that there is no assurance that the Client will renew or extend the Maintenance Agreement. OpenWorks retains all rights as the contracting party with the Client.
- i) If you discontinue services for the assigned Account at any time for any reason, you agree to immediately turn over to OpenWorks the Client's keys, security codes and cards in your possession or the possession of your employees. If you do not do so, you agree to pay OpenWorks all charges assessed by the Client plus \$500 a day until the Client's keys, codes and cards are delivered to OpenWorks.

j) The dispute resolution provisions of the Franchise Agreement, including arbitration, apply to this Agreement For Account Assignment or Increase.

Date: _____

Signature: _____

Printed Name: _____

EXHIBIT F

EQUIPMENT PURCHASE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ by and between O.P.E.N. America, Inc., (hereinafter referred to as "OpenWorks" or "Seller") and _____ (hereinafter referred to as "Buyer").

BUYER & SELLER AGREE AS FOLLOWS:

1. Sale of Equipment. Seller agrees to sell & Buyer agrees to buy the equipment, described on the attached Exhibit "A". Exhibit "A", by this reference, is hereby incorporated in this Agreement and the items referred to therein shall collectively be referred to as the "Equipment."

2. Cost & Payments. The total principal cost to the Buyer for the Equipment shall be _____ (\$_____). Buyer shall pay to O.P.E.N. the sum of _____ dollars and _____ cents (\$_____) per month for _____ consecutive months according to the terms of the attached promissory note (Exhibit "B"), hereby incorporated in to this Agreement. The dispute resolution provisions of the Franchise Agreement between the parties, including arbitration, apply to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first mentioned above.

Seller:
O.P.E.N. America, Inc.

Buyer:

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT A TO EQUIPMENT PURCHASE AGREEMENT

DESCRIPTION

QTY

**EXHIBIT B TO EQUIPMENT PURCHASE AGREEMENT
PROMISSORY NOTE**

\$ _____

Date : _____

For value received, the undersigned ("**Maker**") promises to pay to O.P.E.N. America, Inc. ("**OpenWorks**") or its assignee (each referred to herein as "**Holder**"), at Phoenix, Arizona, the principal sum of _____ dollars and _____ cents (\$ _____), payable in installments as follows:

- (A) Twelve (12) successive equal monthly installments of principal and interest at the rate of twelve percent (12%) per year accruing on the unpaid principal, each such payment in the amount of _____ dollars and 00/100 (\$ _____ .00), with the first such payment to be made on _____ and the remaining payments to be made on the same day of each succeeding calendar month until all such payments have been made, on which date the entire unpaid balance of principal shall be due and payable.

Principal and interest shall be payable in lawful money of the United States of America. Checks shall constitute payment when collected.

Prepayment in whole or in part may be made at any time without notice or penalty. Holder shall have the right to credit all payments received first against accrued but unpaid interest, then against any unpaid principal payment which is due or in default, and shall thereafter credit the remainder of any payment against the last principal payment(s) due under this Note. Holder shall have the right to offset payments due hereunder against any amounts which are or may become payable from Holder to Maker.

Should any installment due hereunder not be paid as it matures, the amount of such installment which constitutes interest shall bear interest at the same rate as principal.

A default shall be deemed to have occurred in the event (i) the Maker of this Note shall fail to pay any payment under this Note when due; (ii) the Franchise Agreement between Maker and OpenWorks is terminated; (iii) any event of default occurs under the Franchise Agreement or any other agreement between Maker and OpenWorks, if the default is not cured within the time permitted, if any, under such agreement; (iv) any Maker of this Note becomes bankrupt or insolvent, or dies; (v) a judgment in excess of One Thousand Dollars (\$1,000.00) is entered against any Maker and remains unsatisfied for over thirty (30) days; (vi) a levy of attachment, execution or any other process is made against any of the assets of any Maker; (vii) Maker fails to pay, withhold, collect or remit any tax or tax deficiency when assessed or due; (viii) Maker makes a bulk sale or gives notice of an intent to do so; (ix) Maker suspends the conduct of business under the Franchise Agreement; or (x) Holder, at any time in its sole and absolute good faith discretion, believes that Maker's financial condition has become materially impaired or unsatisfactory.

Should a default occur, then the whole sum of principal, and interest thereon which shall then have accrued but which remains unpaid, shall become immediately due and payable at the option of Holder, with default interest on the entire unpaid principal and accrued and unpaid

NT _____ / INT _____

interest from the date of such default until paid at the lesser of (i) the rate of one percent (1%) per month, or (ii) the highest rate permitted by applicable commercial usury laws.

It is the intention of the parties hereto to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law (including the laws of the United States of America), then, in that event, notwithstanding anything to the contrary in this Note, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest that is contracted for, taken, reserved, charged or received under this Note shall under no circumstances exceed the maximum amount allowed by such applicable law; (ii) in the event the maturity of this Note is accelerated by reason of an event of default, or in the event of any permitted prepayment, then such consideration that constitutes interest under applicable law may never include more than the maximum amount allowed by such applicable law; (iii) and excess interest, if any, provided for in this Note or otherwise shall be cancelled automatically and, if theretofore paid, shall be credited by Holder on the principal amount of this Note (or, to the extent that the principal amount of this Note shall have been or would thereby be paid in full, refunded by Holder to Maker). The acceleration of the maturity of this Note does not include the acceleration of any interest which has not otherwise accrued on the date of such acceleration, and Holder does not intend to collect any unearned interest in the event of acceleration.

Each Maker waives demand, diligence, and presentment for payment, protest and notice of demand, protest and nonpayment. Each Maker further agrees that the granting without notice of any extension of time for payment of any sum due hereunder, or under any security agreement, guaranty or other instrument securing this Note, or for the performance of any covenant, condition or agreement hereof or thereof, or the taking or release of other or additional security, shall in no way release or discharge the liability of any Maker. Each Maker further agrees that this Note shall be enforceable by Holder notwithstanding the existence of any claim or cause of action by Maker against OpenWorks or Holder.

This Note shall be governed by and construed under the laws of the State of Arizona, without giving effect to the application of any Arizona conflict of law rules. Any proceeding brought by Holder against Maker may be brought in Maricopa County, Arizona, and each Maker and endorser hereof waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision. The dispute resolution provisions of the Franchise Agreement between Maker and OpenWorks, including arbitration, apply to this Note.

The obligations of each of the Makers under this Note are joint and several, and Holder may enforce this Note against all Makers, or any one or more but not necessarily all Makers. In the event Holder is required to file any action, legal or other, to enforce its rights under this Note, Holder shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith.

Time is of the essence of this Note and each and every term and provision hereof. Holder's waiver of a default, or delay or failure to exercise any right upon default, or acceptance of late or partial payments, shall not be a waiver of Holder's rights and shall not impair Holder's rights upon other defaults of the same or a different kind.

NT _____ / INT _____

Holder may negotiate, sell, assign or transfer all rights and interest in this Note at any time.

Franchisee(s) ["Makers"]

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

NT _____ / INT _____

PERSONAL GUARANTY OF PURCHASER'S OBLIGATIONS

The undersigned (collectively "**Guarantors**"), hereby personally and unconditionally guaranty the performance and payment of all of Purchaser's obligations, debts and responsibilities arising in connection with this Equipment Purchase Agreement and related Promissory Note. This guaranty is effective irrespective of the Purchaser's financial status and whether or not the Purchaser shall have filed for relief under the United States Bankruptcy Code. Further, Guarantors waive any right to prior notice of default and/or demand for performance. This guaranty shall be in effect until the entire unpaid balance of principal and interest due under the Equipment Purchase Agreement and related Promissory Note shall be paid. The dispute resolution provisions of the Franchise Agreement executed by Purchaser, including arbitration, apply to this Agreement as an obligation of the Purchaser for which Guarantor is personally and unconditionally guarantying.

Date: _____, 20__

Name: _____

Sign: _____

Name: _____

Sign: _____

Date: _____

NT _____ / INT _____

EXHIBIT G
OPERATIONS AND SAFETY MANUAL FOR FRANCHISE OWNERS
TABLE OF CONTENTS

INTRODUCTION TO OPERATIONS AND SAFETY MANUAL (2 pages)

Part I - Operations Manual for Franchise Owners

Table of Contents (8 pages)

Section 1	-	Introduction to OpenWorks (3 pages)
Section 2	-	The Franchise Success Portal (5 pages)
Section 3	-	Operating Your Franchise (44 pages)
Section 4	-	The Process of Cleaning (66 pages)
Section 5	-	Team Cleaning (7 pages)
Section 6	-	Cleaning Procedures (31 pages)
Section 7	-	Servicing Your Accounts (9 pages)
Section 8	-	Customer Service (32 pages)
Section 9	-	Human Resources (15 pages)
Sect. 10	-	Business Practices Accounting (14 pages)
Secti		

Part II - Franchise Owner Safety Manual

Table of Contents (2 pages)

Chapter 1	-	Franchise Safety Manual (16 pages)
Chapter 2	-	Administering the Program (9 pages)
Chapter 3	-	Accident Reporting and Investigation (6 pages)
Chapter 4	-	Hazard Communication Standard (22 pages)
Chapter 5	-	Bloodborne Pathogens (26 pages)
Chapter 6	-	Back Safety (13 pages)

TOTAL: 325 PAGES

EXHIBIT H

O.P.E.N. AMERICA, INC. DBA OPENWORKS

LIST OF CURRENT FRANCHISEES

(As of December 31, 2021)

As of the date this Franchise Disclosure Document was issued, OpenWorks offers a referral fee to existing franchisees that refer a prospective franchisee to OpenWorks if and when that person signs a franchise agreement. The referral fee may influence an existing franchisee's responses to a prospective franchisee's questions. The referral fee is not paid to franchisees that only answer questions from a prospective franchisee that initiates the contact using the information below. The prospective franchisee must provide the name of the referring franchisee when the prospective franchisee is provided with this Franchise Disclosure Document. The current referral fee is \$250. OpenWorks reserves the right to modify this program and the referral fee in the future.

Please note that franchisees work with an OW regional office. In certain cases the regional offices are close to other state boundaries and the regional offices might have franchisees and customers that might live in an adjoining states. OW recommends that you ask the Regional Director of the regional office about the current number of franchisees and locations of customers.

VENDORID	Owner Name	Phone #	Franchisee Address	Office
AZ- Arizona	71			
ABBE3046	Abbey Kkonde	720-999-1274	2222 N McQueen Rd Unit #1071 Chandler, AZ 85225	AZ
ACUP0001	Paulette Vasquez	323-691-9221	3227 N. 20th Street Phoenix, AZ 85016	AZ
AGUV1008	Viviana Maximo Gutierrez	480-540-8215	1915 S 39th St #17 Mesa, AZ 85206	AZ
ASBE3262	Asbeyda Mena	602-384-0295	2303 N 28TH PL Phoenix, AZ 85008	AZ
BAUY0001	Yazmin Bautista	602-348-4447	3409 W. Paradise Drive Phoenix, AZ 85029	AZ
BRYS0001	Suzanna Bryant	480-688-3875	PO Box 24173 Tempe, AZ 85285	AZ
CASJ0001	Jesus Castro	623-628-9409	5741 W. Monona Dr. Glendale, AZ 85308	AZ
CHAB0001	Bobbie Chaney	602-670-4619	4141 W. Monterey Way Phoenix, AZ 85019	AZ
CHAE0004	Sna Hernandez	602-577-3568	11402 E. Weir Avenue Mesa, AZ 85208	AZ
CHAK1037	W. Kenneth Chaffee	480-220-5103	1075 E. Ranch Road Payson, AZ 85541	AZ

VENDORID	Owner Name	Phone #	Franchisee Address	Office
CHRI4855	Christopher McKinney	480-546-0952 - Christian	7901 E MALDONADO RD LAVEEN, AZ 85339	AZ
CORG0001	Gustavo Correa	623-205-4833	7689 W Lamar Rd Glendale, AZ 85303	AZ
DARS0001	Darko, Samini	602-697-4477	9543 W Miami Tolleson, AZ 85353	AZ
DAVE0962	Esaul Davila	602-679-6607	P.O.Box 353 Buckeye, AZ 85326	AZ
DESM0002	Maria De Silvernale	602-582-4833	3223 W Elm Street Phoenix, AZ 85017	AZ
DISI0935	Ibis Discua	602-679-8721	1841 E. Granada Phoenix, AZ 85006	AZ
DVOM0851	Mark Dvorski	480-250-0129	6405 W. Del Rio Chandler, AZ 85226	AZ
ELVI0001	Elvis Anderson	480-616-8032	6809 W. Brown St. Peoria, AZ 85345	AZ
ERAO0001	Otoniel Erazo	623-377-6097	4631 W. Vogel Ave. Glendale, AZ 85302	AZ
FIGM0001	Miguel Figueroa	623-329-2026	7818 W Hazelwood St Phoenix, AZ 85033	AZ
GARM0001	Michael Garcia	602-332-1563	10759 W. Cambridge Avenue Avondale, AZ 85392	AZ
GILF0001	Frank Gill	480-703-5585	10048 E. Capri Ave Mesa, AZ 85208	AZ
GLEN2475	Glenn Ventura	602-829-5554	1948 E. Rosemonte Dr. PHOENIX, AZ 85024	AZ
GONE1026	Edith Cazares	623-499-6569	12625 W. Laurel Lane El Mirage, AZ 85335	AZ
GONL0001	Lidia Gonzalez	480-600-5576	6514 W. Riva Road Phoenix, AZ 85043	AZ
GORD2171	Gordana Sarenac	602-561-7287	2923 E Laurel Lane Phoenix, AZ 85028	AZ
HIRK0001	Hirko Jira	602-596-2223	1725 W Glendale Ave Apt 1093 Phoenix, AZ 85021	AZ
IRMA0001	Irma Diaz	602-989-9145	2 N 122nd Lane Avondale, AZ 85323	AZ
JACK0004	Clarence Jackson	480-868-3419	1550 N Stapley Dr unit 30 Mesa, AZ 85203	AZ

VENDORID	Owner Name	Phone #	Franchisee Address	Office
JOSE0524	Jose Adrian Estrada	623-226-1045 - Adrian	6228 W. Sierra Vista Dr Glendale, AZ 85031	AZ
JOSE0525	Jose Mendana	480-925-6919	13015 W Rancho Santa Fe Blvd, Apt#3117 Avondale, AZ 85392	AZ
LARN0001	Lara, Norma	602-481-7851	924 S. 28th Ave Phoenix, AZ 85009	AZ
LAUR1992	Laura Arias	[ask for updated phone number]	917 W Saint Anne Ave Phoenix, AZ 85041 United States	AZ
LOPB0001	Blanca Lopez	520-270-8054	2040 W. Silver Grass Place Tucson, AZ 85745	AZ
LOPD001	David Lopez	602-762-7271	2220 E Beardsley Rd APT 2090 Phoenix, AZ 85024	AZ
LOPN0001	Nora Lopez	480-285-6837	8902 W. Mackenzie Drive Phoenix, AZ 85037	AZ
LUIS0005	Luis Velasquez	602-680-9826	16486 W La Ventilla Way GOODYEAR, AZ 85338	AZ
MADJ1024	Jose Madrid	602-617-0599	7119 West Osborn Road Phoenix, AZ 85033	AZ
MAHA0001	Sarah Abawage	480-401-8517	460 S Temple St Mesa, AZ 85204	AZ
MAKE0003	Makecia Gray	951-692-2794	11346 E. EMELITA AVE MESA, AZ 85208	AZ
MARI0008	Maria de Jesus Meza de Contreras	623-219-3764	200 N 5th Street Avondale, AZ 85323	AZ
MARI4889	Maria Campana	602-394-0097	25579 W. Coles Rd. Buckeye, AZ 85326	AZ
MARI4891	Maria Salazar	520-401-0148	1274 W LAPORTE LN TUCSON, AZ 85714	AZ
MARR0003	Renee Martinez	623-499-7199	6534 W Highland Avenue Phoenix, AZ 85033	AZ
MCMS0001	Sean McMillan	480-600-1030	5757 E. Flossmoor Cir Mesa, AZ 85206	AZ
MORE0001	Espiridion Morales	602-689-2831	12563 W Fairmount Ave Avondale, AZ 85392	AZ

VENDORID	Owner Name	Phone #	Franchisee Address	Office
MORM0003	Jonatan Sandoval	623-329-8521	9376 W Williams St Tolleson, AZ 85353	AZ
MUNT0002	Terry Munoz	520-977-8574	10062 E. Placita Del Timbre Tucson, AZ 85747	AZ
NEEN0001	Neenebari Imeah	602-472-9392	1205 W Catherine Ave Phoenix, AZ 85041	AZ
OLET0878	Lee Timmerman	602-717-6610	10247 W. Georgia Ave. Glendale, AZ 85307	AZ
PAYA0001	Payat Bowser	480-468-3459	2833 S 63rd Drive Phoenix, AZ 85043	AZ
PEDR0002	Pedro Perez	602-349-7467	5931 W BERKELEY ROAD PHOENIX, AZ 85035	AZ
PERC0001	Cristina Perez	602-909-2863	5304 N. 106th Avenue Glendale, AZ 85307	AZ
POSM0001	Francisco Rodriguez	480-232-0882	8504 E. Lindner Ave Mesa, AZ 85208	AZ
REDA0920	Amina Redd	623-332-4613	P.O. BOX 12289 Glendale, AZ 85318-2289	AZ
REER0001	Ranada Reed	602-505-6981	16175 W. Tonto St. Goodyear, AZ 85338	AZ
REGI1658	Reginald Bien-Aime	602-471-4734	647 N 110th Place Mesa, AZ 85207	AZ
RICJ0001	Rice, Janiece	480-287-2414 Janiece	286 W Hereford Dr San Tan Valley, AZ 85143	AZ
ROBE3707	Robert Payne	229-938-5261	101 Ann Street #17 Auburn, AL 36832	AL
ROBI2762	Robin Clark	816-812-6340	9450 W Cabella Drive, Apt 2241 Glendale, AZ 85305	AZ
RODJ0001	Maria Dominga Rodriguez	623-313-5912	PO Box 23793 Phoenix, AZ 85063	AZ
ROGE4764	Rogelio Zamora	602-538-9092	5036 W Windsor Ave Phoenix, AZ 85035	AZ
ROGS0001	Gustavo Rodriguez	623-628-9724	5801 N. 62nd. Drive Glendale, AZ 85301	AZ

VENDORID	Owner Name	Phone #	Franchisee Address	Office
ROJE0001	Estrella Rojas	480-252-8289	10233 E. Lakeview Ave Mesa, AZ 85209	AZ
SILV0006	Silvia Aguirre	602-384-4631	1001 N 43rd Ave # 156 Phoenix, AZ 85009	AZ
SMIT0003	Nickey Smith	562-274-1077	3691 W Chicago St Chandler, AZ 85226	AZ
TANJ0764	Julie L. Tanner	480-759-4884	4102 E. Ray Rd. #1005 Phoenix, AZ 85044	AZ
TROY0002	Troy Jenkins	480-313-3442	44356 W Yucca Lane Maricopa, AZ 85138	AZ
WILL0007	Lance Williams	602-690-9905	1013 N 2nd Ave Phoenix, AZ 85003	AZ
YADI0001	Yadira Luna Perez	480-553-3172	P O Box 13388 Mesa, AZ 85216	AZ
ZAPR0001	Ruben Zapata	602-632-5808	1106 S. Lebanon Lane Tempe, AZ 85281	AZ
CA- California	108			
ABDA0227	Abdalla Sukker	623-326-2497	11454 Via Rancho San Diego Unit 207 El Cajon, CA 92019	CA
ADRI0001	Adriana Moreno	909-728-5311	9451 Olive Street, Unit 47 Fontana, CA 92335	CA
AGUS0001	Agustin Urueta	619-987-9920	8549 Glenhaven Street B San Diego, CA 92133	CA
AIRK0001	Airat Khafizov	508-292-6511	5036 Date Place San Diego, CA 92102	CA
ALAD0001	Aladin Beltran	562-313-8497	2045 E Appleton St Long Beach, CA 90803	CA
ALFO0002	Alfonso Grijalva	818-321-0463	14430 Carlsbad Street Sylmar, CA 91342	CA
ALTA0689	Altanzaya Darkhanbayar	213-214-8940	410 Hauser Blvd apt 2H Los Angeles, CA 90036	CA
ALVE0608	Ezequiel Alvarado	714-606-9817	2233 Franzen Ave #A Santa Ana, CA 92705	CA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
ANAA0001	Ana Alvizo	650-600-2878	113 N 24th Street San Jose, CA 95116	CA
ANDR4388	Andre Voglezon	562-842-5089	219 S. Riverside Avenue #190 Rialto, CA 92376	CA
ANGE0001	Angelica Aguirre	714 757 6015	661 MILLER DR OAKLEY, CA 94561	CA
BAEZ0001	Ruben Baez Esqueda	510-468-5127	945 Liberty Court Tracy, CA 94576	CA
BALJ0001	Zolzaya Baljinnyam	206-693-1087	445 S. New Hampshire Avenue, Apt 102 Los Angeles, CA 90020	CA
BENJ0982	Benjie Alvidera	949-280-6948	15 Calle Del Rio Rancho Santa Margarita, CA 92688	CA
BEVE1588	Beverly Blaylock	510-375-8972	760 Alvarez Ave Unit #206 Pinole, CA 94564 United States	CA
BRYA2348	Bryan Gutierrez	323-535-2105	321 W 58th Street Los Angeles, Ca 90037	Ca
CARO1543	Carolina Payan	714-988-5520	1325 S Standard, Apt D Santa Ana, CA 92707	CA
CART0002	Chavonte Carter	323-828-5150	2648 W Ball RD #121 Anaheim, CA 92804	CA
CHAE0003	Eleazar Chavez	323-877-5873	2802 S. Hobart Blvd Los Angeles, CA 90018	CA
CORE0002	Karen Coreas	818-983-9190	37712 Del Mar St Palmdale, CA 93552	CA
CRAI0134	Craige Walker	619-447-0313	PO box 793 El Cajon, CA 92022	CA
DANI0910	Daniela Cervantes	619-755-0106	303 Mann Avenue National City, CA 91950	CA
DANN0003	Danny Vasquez	562-244-2769	159 E 104th Street Los Angeles, CA 90003	CA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
DARR0001	Darryle Hayes	3232724844	1511 1/2 Fairfax Ave Los Angeles, CA 90019	CA
DENT0006	Michi Dent	310-940-4699	19119 Radlett Ave Carson, CA 90746	CA
DEON0002	Deonne Wheaton	(619) 601-1165	4366 Home Ave, Apt 102 San Diego, CA 92105	CA
DESH0001	Deshan Arita	951-269-5483	24462 Fiji Dr Moreno Valley, CA 92551	CA
DEVO0145	Devon Fields	714-866-1856	1904 E Poinsettia St Long Beach, CA 90805 US	CA
EBEN0001	Ebenezer Akomeah	310-686-9931	14023 Crenshaw Blvd Ste 10 Hawthorne, CA 90250	CA
ESCO0001	Guadalupe Escobar	661-477-0346	2913 Actis Rd Bakersfield, CA 93309	CA
EVAB0001	Eva Barajas	310-920-3725	13618 Doty Ave Hawthorne, CA 90250	CA
FELI0001	Felix Marquez	323-518-5751	7017 Fisburn Ave Bell, CA 90201	CA
FELI0003	Felipe Badillo	510-715-2551	1744 27th Ave, Apt 101 Oakland, CA 94601	CA
FLOD0001	Diego Flores	714-600-0754	11299 Sweetwater Dr. Riverside, CA 92505 United States	CA
FRAN4375	Francois Marcelin	407-394-6568	1722 Cripple Creek Dr #4 Chula Vista, CA 91915	CA
FUAD0001	Fuad Fadel	510-815-3137	30710 Dulcet Terrace Union City, CA 94587	CA
GLOR0589	Gloria Bryant	562-712-5732	4067 HARDWICK AVE # 355 LAKEWOOD, CA 90712	CA
HABT0001	Tekeste Habtemical	949-279-7811	305 Chaumont Circle Lake Forest, CA 92610	CA
HARC0598	Jacqueline Harrison	909-244-4272	11506 Via Monte Fontana, CA 92337	CA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
HERE0003	Eduardo Hernandez	661-425-6234	29369 Via Milagro Valencia, CA 91354 United States	CA
HOLL1663	Hollis Thompson	562-547-4054	2727 E Anaheim Street Unit 4267 Long Beach, CA 90804	CA
JANB0001	Janchiv, Batjargal	408-806-2291	809 Auzerias Ave #212 San Jose, CA 95126	CA
JEAN0001	Marie Anne Isidore	951-847-5945	11477 Bobolink Lane Moreno Valley, CA 92557	CA
JEAN0004	Jean Miguel Augustin	619-909-2697	3211 Euclid Ave, Suite C San Diego, CA 92105	CA
JOGI0001	Restly Cariaga	310-808-3755	16019 S. Harvard Blvd. #A Gardena, CA 90247	CA
JOHN5142	John Schimmel	562-375-5071	930 W Brazil Street Compton, CA 90220	CA
JORD0002	Jacqueline Jordan	909-764-4513	2488 Koa Drive Rialto, CA 92377	CA
JOSE0004	Jose Ivan Sandoval	818-299-2946	11112 Penn Street Lynnwood, CA 90262	CA
JUAN1100	Juan Nava	714-271-1625	15482 Pasadena Ave Apt. 66 TUSTIN, CA 92780	CA
JULI0040	Julio Pineda	323-239-3832	4021 Jose Street Chino, CA 91710	CA
KALT0001	Assel Kaltayeva	619-699-5875	6069 Rancho Mission Rd #202 San Diego, CA 92108	CA
KELL0008	Kelly Huerta	510-815-3347	15627 Ronda St., Apt 1 San Lorenzo, CA 94580	CA
KEOM0001	Kidong Keomorakoth	657-254-7334	10910 Long Beach #103459 Lynwood, CA 90262	CA
KHAM0247	Khambrell Gomez	323-428-1193	229 Park Paseo Lane, Unit D Los Angeles, CA 90033	CA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
KUMH0001	Harish Kumar	602-512-5388	176 Santa Clara Dr Danville, CA 94526	CA
KYLE0003	Kyle Smith	323-204-2703	2153 Ripple Street Los Angeles, CA 90039	CA
LEON0003	Kathryn Leones	619-755-1522	10606 Camino Ruiz Ste 8-263 San Diego, CA 92126	CA
LESL0877	Leslie Sanchez Lopez	510-944-4073	1507 28th Ave Apt #11 Oakland, CA 94601	CA
LEVE0001	Levester Pierson	209-637-0933	1549 Black Oak Dr. Stockton, CA 95207	CA
LUIS0100	Luis Ambriz	619-361-2449	1425 2nd Ave Unit 236 Chula Vista, CA 91911	CA
MANU1079	Manuel Vargas	510-648-4945	21823 Princeton Street Hayward, CA 94541	CA
MARI0012	Maria Chavez	408-469-9412	752 Vine Street, # 8 San Jose, CA 95110	CA
MARI0099	Maria Villegas	310-908-5694	2411 Grant Ave Unit A Redondo Beach, CA 90278	CA
MARI4732	Maria Isabel Galicia	831-277-9220	113 Chestnut Lane Hollister, CA 95023	CA
MARI4888	Mariela Aldana	415-312-4284	98 Concord Street San Francisco, CA 94112	CA
MARI4895	Maria Topacio	925.366.4065	1055 St Raphael Drive Bay Point, CA 94565	CA
MART5331	Marta Maldonado	562-304-0088	716 N. Bullis Road, Apt 12 Compton, CA 90221	CA
MCDR0002	Robert McDuffy	951-333-5709	2025 sunrise lane unit 3 san bernardino, CA 92404	CA
MEAZ0001	Meaza Kebede	626-376-6225	855 Victor Ave Unit #213 Inglewood, CA 90302	CA
MELI0001	Melissa Sanchez	562-394-7139	13514 Bona Vista Lane LA MIRADA, CA 90638	CA
MERJ0321	Juan Mercado	323-774-4990	6600 Jaboneria Rd Bell Gardens, CA 90201	CA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
MERN0001	Nannette Llamas	323-806-1587	8132 Firestone Blvd., Ste 42 Downey, CA 90241	CA
MICH0003	Michelle Aguilar	323-792-6099	8143 Otis St #C South Gate, CA 90280	CA
MICH2440	Michael Burch	310-849-8713	1709 Grant Ave, Apt B Redondo Beach, CA 90278	CA
MICH2442	Michael Gamboa	310-293-8843	4430 W 140th St #7 Hawthorne, CA 90250	CA
MILI1748	Milica Bud	714-603-1678	10900 Magnolia Ave Apt 46 Anaheim, CA 92804	CA
MONZ0001	Roberto J. Monzon	831-435-6497	1087 So. Almaden Ave. San Jose, CA 95110	CA
NARI0001	Narineh Nersesyan	818-355-3944 (call first)	10118 Samoa Avenue, Unit 11 Tujunga, CA 91042	CA
NAVA0002	Elizabeth Evangelista Nava	619-208-3418	6657 Kelly Street San Diego, CA 92111	CA
NOEL0002	Noel Almazan	510-857-7102	731 South 3rd St San Jose, CA 95112	CA
ORFA0001	Orfa Vernon	619-301-3638	12036 Short Street Lakeside, CA 92040	CA
OTIS0001	Otis Washington	510-978-2596	231 Weeping Willow Court Brentwood, CA 94513	CA
OWUN0001	Nanayaw Owusu	949-973-5888	23131 Spectrum Irvine, CA 92618	CA
PERR2979	Perry Handy	213-500-1244	659 Avenida De La Plata Newberry Park, CA 91320	CA
REYN2923	Reyna Fiallos	562-321-7935	16283 Eucalyptus Street Hesperia, CA 92345	CA
RICA1044	Ricardo Rodriguez	619-274-9985	439 Kimball Way National City, CA 91950	CA
ROBE3709	Robert Holloway	818-805-7072	15 E. Colorado Apt #5 Arcadia, CA 91006	CA
ROJJ0001	Jose Manuel Rojas	510-921-1007	385 Sycamore Ave Hayward, CA 94544	CA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
RUBE0002	Ruben Hernandez	818-470-1968	13135 Cranston Ave Sylmar, CA 91342	CA
RUBE0006	Ruben Oliva	562-754-1661	9636 Aero Drive Pico Rivera, CA 90660	CA
RUIZ0002	Raul Ruiz	562-314-5263	2605 1/2 Pacific Coast HWY Signal Hill, CA 90755	CA
RYAN2407	Ryan Perez	909-659-3131	797 W Carter Street Rialto, CA 92376	CA
SHAP0001	Amanda Shappy	951-775-3619	1217 West Blvd Los Angeles, CA 90019	CA
SONN0003	Sonny Martinez	661-714-0813	24009 Sag Harbor Court Valencia, CA 91355	CA
SUSH0001	Sushila Prakash	916-812-4860	3600 Benedix Way Elk Grove, CA 95758	CA
SYLV3978	Sylvia Cruz	562-822-6125	2608 E Van Buren Street LONG BEACH, CA 90810	CA
TAMA0001	Tamara Battle-Agurs	213-364-1802	3723 1/2 W 106th Street Inglewood, CA 90303	CA
TENG0001	Chineeleg Ganzorig	510-479-4498	2420 Larkspur Lane Sacramento, CA 95825	CA
TERR0007	Marco Terrazas	510-586-7464	4444 Hansen Ave # 133 Fremont, CA 94536	CA
TLAO0001	Tlaoli Garcia Rodriguez	909-450-4514	2419 Charlotte Ave Rosemead, CA 91770	CA
TORI1634	Toris Tyler	951-413-4250	23849 Suncrest Avenue Moreno Valley, CA 92553	CA
TRAC0769	Traci Faye Hamilton	707-384-4642	1253 Alderwood Way Vacaville, CA 95687	CA
TRAI5312	Traian Gheorghe	714-209-8308	1978 ADRIENNE DR Corona, CA 92882	CA
TRUP0001	Phat Truong	714-837-2588	20908 Moonlake Street Walnut, CA 91789	CA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
UMAG0001	Gil Umana	213-590-9690	142 North Ardmore Ave Los Angeles, CA 90004	CA
VICT1067	Victor Ubau	650-218-0349	113 N Delaware Street San Mateo, CA 94401	CA
WALT3398	Walter Marshall	510-703-3651	3384 64TH AVE OAKLAND, CA 94605	CA
WELL0005	Wellington Mutize	818-472-1801	27609 N Dagmar Wy Apt 204 Santa Clarita, CA 91387	CA
CO - Colorado	23			
AARO0008	Aaron Javon Whitaker	504-206-4741	14315 Pensacola Drive Denver, CO 80239	CO
BERH0001	Berhana Meras	720-364-4160	1210 S. Richfield St Aurora, CO 80017	CO
CAND0006	Candy Portugal	720-591-9764	3843 S Fraser St Aurora, CO 80014	CO
CHRI4769	Chris Lewis	720-276-8418	8349 Charles Way Denver, CO 80221	CO
DARW0001	Darwond Armstrong	303-944-6843	4307 Dearborn Street Denver, CO 80239	CO
DAVI2739	David Barrier	970-433-8558	2434 Cortland Ave Grand Junction, CO 81506	CO
EDGA0003	Edgar Marquez	720-675-0524	460 E 82nd Drive Denver, CO 80229	CO
GERM0002	German Carbajal	720-291-6584	15700 E Jamison Drive Unit 3208 Englewood, CO 80112	CO
HANI0001	Hani Hagi	303-305-8464	2537 S Fundy Cir Aurora, CO 80013	CO
HOWA0004	Howard Williams	307-421-9680	810 Locust St Denver, CO 80220	CO
JUAN1098	Juan Castillo	307-365-2011	678 Snake River Ave Cheyenne, WY 82007	CO Office

VENDORID	Owner Name	Phone #	Franchisee Address	Office
JUAN1099	German Benitez-Vazquez	720-429-3443	1633 Van Buren Way #381 AURORA, CO 80011	CO
JUDI0001	Judith Gonzalez	720-921-4058	4490 Yukon Ct #93 Wheat Ridge, CO 80033	CO
KHAA0001	Ahmed Khalif	720-499-2929	5810 Argonne St #A Denver, CO 80249	CO
LESL0873	Leslye Rodriguez Alvarado	720-506-0286	3559 West Dakota Avenue Denver, CO 80219	CO
LORE0004	Lorena Martinez	720-532-2100	6440 E 64th Ave Commerce City, CO 80022	CO
MADD0001	Stevie Madden	719-400-9753	4836 Spokane Way Colorado Springs, CO 80911	CO
MARI4886	Maria Posada	720-341-9480	4952 W Kentucky Ave Denver, CO 80219	CO
MART5329	Martha Esquivel-Gonzalez	720-280-8572	15257 E Maple Place Aurora, CO 80012	CO
MUNK0001	Munkh Baldandorj	720-323-2332	2830 S Wheeling Way Aurora, CO 80014	CO
NEBI0001	Nebiat Tirfe	303-667-8049	912 S Yampa Street Aurora, CO 80017	CO
PATE0002	Ricky L Pate	720-323-1190	8857 Partiridge Street Denver, CO 80126	CO
TINA0001	Tina Timm	931-310-1667	15908 E Milan Drive Aurora, CO 80013	CO
DC - Washington DC	9			
ADRI0002	Adrian Fitzpatrick	954-471-6076	13648 Legacy Cir, Apt B Herndon, VA 20171	VA
BOWD0001	Anthony Bowden	202-590-1890	1415 D Street NE Washington, DC 20002	DC
ERIK0001	Erika McManus and Larry McManus	202-674-9338	7676 Richmond Hwy, suite 8251 Alexandria, VA 22306	VA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
GLIN0001	Joseph Glinton	202-386-2223	224 N Street NW Washington, DC 20001	DC
HARR1315	Harriet Kakraba	240-838-8670	12400 Carters Grove Pl Silver Spring, MD 20904	MD
NASH0002	Nashwan Talib	571-432-8861	5194 Pickering Lane Woodbridge, VA 22193	VA
ODOM0001	Harriet Kopi Odom	202-246-5150	600 Alabama Ave SE #A Washington, DC 20032	DC
PETE4541	Peter Njinyi	240-715-5799	9420 Annapolis Rd Ste 311 Lanham, MD 20706	MD
TYRO0001	Tyrone Jeter	410-903-6615	2571 Bolinbrook Ct Bryans Road, MD 20616	MD
FL - Florida	27			
MARC3014	Marcelle Ferreira Santos Thome	321-297-5204	7773 Moser Ave Windermere, FL 34786	FL
BERT0352	Bertaly Alvarez	813-484-4266	12031 Citrus Leaf Dr Gibsonston, FL 33534	FL
CORN3090	MCR Brothers Solutions Inc	407-731-0533	561 Lynchfield Ave Altamonte Springs, FL 32714	FL
DANI0921	Daniela Trujillo	646-919-5102	17444 SW 31st Court Miramar, FL 33029	FL
EARN0008	Earnest Johnson	757-309-1829	12842 Hampton Hill Dr RIVERVIEW, FL 33578	FL
HECT0001	Hector Diaz	407-948-2352	2794 Falcon Crest Place Lake Mary, FL 32746	FL
KEND0001	Kendrick Bush	407-325-1158	5325 Moonglow Blvd Orlando, FL 32839	FL
KEVI0003	Kevin Covington	786-897-4063	1898 NW 57th Street MIAMI, FL 33142	FL
LEDU1305	Leduan Fernandez	786-255-0667	14841 SW 160th Street MIAMI, FL 33187	FL

VENDORID	Owner Name	Phone #	Franchisee Address	Office
LEIL0001	Leila Marulanda	305-467-4879	531 S. Rainbow Drive Hollywood, FL 33021	FL
LEON0958	Leonardo Iciano	813-369-0689	6002 N Thatcher Ave Tampa, FL 33614	FL
MARA4596	María Zermenó	727-565-5722	2100 NURSERY RD, Apt D-9 CLEARWATER, FL 33764	FL
MARI4884	Maria Martinez Bonilla	210-719-0488	171 Minniehaha Circle Haines City, FL 33844	FL
MICE0001	Sladjana Micevic	727-637-3634	1263 84th Ave North Apt B St. Petersburg, FL 33702	FL
ORTA0001	Antonio Orta	305-755-2018	3917 Carioca Road Holiday, FL 34691	FL
PANM0001	Miguel Pantoja	813-422-1014	130 euclid ave Seffner, FL 33584	FL
REBE0002	Rebeca Medina Gonzalez	813-606-6717	PO Box 151067 Tampa, FL 33684	FL
RICA1043	Ricardi Celicourt	954-464-6413	4706 NW 21st Court Coconut Creek, FL 33063	FL
ROBE3713	Robert Hooker	321-872-8659	2367 Andrews Valley Dr Kissimmee, FL 34758	FL
RUBE0008	Rubens Pierre	786-953-9736	1274 NE 109TH St. Miami, FL 33161	FL
SABR0002	Sabrina Wilson	863-393-5575	2022 Voltaire Street Lakeland, FL 33801	FL
TODD5254	Todd Thurm	813-992-9355	9024 Quail Creed Dr Tampa, FL 33647	FL
TRAC0770	Tracey Bunche	813-562-5192	3912 East Powhatan Ave Tampa, FL 33610	FL
VICT1064	Victor Granados	727-239-9085	8885 Christie Drive Largo, FL 33771	FL
VIRG3717	Virgen Rios	813-506-0158	4522 Ashford Drive Winter Haven, FL 33880	FL
YOHA0002	Yohandra Martinez	407-952-3407	1504 Gattis Drive Orlando, FL 32825	FL

VENDORID	Owner Name	Phone #	Franchisee Address	Office
YOIN0001	Yoiner Trujillo	917-679-9764	17444 SW 31st Court Miramar, FL 33029	FL
GA - Georgia	24			
ALFO0001	Alfonso Law	678 593 8516	641 Oakside Place Acworth, GA 30102	GA
ALIY0001	Aliyah Howell	470-646-8661	3600 Meadowglenn Village Lane, Apt. B Atlanta, GA 30340	GA
ANNA0003	Anna Claborn	404-952-7564	2406 Sandfall Ct SW Atlanta, GA 30331	GA
ANNI0002	Annie Belk	404-430-9025	1507 Locomotive Drive Conyers, GA 30013	GA
ANTW0001	Antwune Gray	804-943-3633	159 Samuel Jacob Dr Stockbridge, GA 30281	GA
BEMI0001	Bemigho Onosohwo	470-257-8276	1140 Augusta Woods Drive Douglasville, GA 30134	GA
BHAV0001	Bhavesht Shah	404-578-3682	271 Jarvis Street Canton, GA 30114	GA
BONG0002	Bong Lee	407-341-0717	3541 Carriage Glen Way Dacula, GA 30019	GA
BONN0003	Gregory Bronner	678-768-0758	848 Ashton Oak Circle Stone Mountain, GA 30083	GA
CALV2227	Calvin Sherrer	404-740-8159	2760 Valley Heart Drive Atlanta, GA 30318	GA
DEVO0001	Devonne Johnson	404 988 1919	1017 Saint Anne St APT 102. Sparta, WI 54656	GA Office
DEWA0001	Professional Entrepreneur, LLC	678-702-2021	3309 Ridgecrest Dr Powder Springs, GA 30127	GA
GARN0002	Erick & Garnet Christy- Williams	678-896-7817	3348 Peachtree Rd Suite 767 Atlanta, GA 30326	GA
GORD2172	Gordon Flagg	678-478-4574	2133 Lawrenceville-Suwanee Rd, Suite 12-358 Suwanee, GA 30024	GA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
GRAA0001	Anthony Graybill	404-573-2234	3027 Thrasher Circle Decatur, GA 30032	GA
HARV0003	John Harvey	347-559-6249	3030 Saint Andrews Dr Duluth, GA 30096	GA
JENN1262	Jennifer Nestor-Jones	678-464-8445	862 Sheppard Way Stone Mountain, GA 30083	GA
KAMA1453	Kamal Whitmore	734-644-1579	1883 W Royal Hunte Drive Ste 200-A Cedar City, UT 84720	GA Office
LATO0002	Latoya Hill	678-499-0829	3355 Lenox Rd Suite 750 Atlanta, GA 30326	GA
LEEC0001	Lee Cantres	770-369-0995	2330 Scenic Highway Snellville, GA 30078	GA
MARQ0001	Marquis Colenburg	678-851-8192	1204 Veterans Memorial Hwy SW Apt #B-2 Mableton, GA 30126	GA
SHAW1236	Shawntrice Taylor- Travis	786-406-4173	320 W. Lanier Avenue, Suite 200 Fayetteville, GA 30214	GA
SHEA0002	Shea-von McKellar	678-490-4907	150 Parkview Place Dr McDonough, GA 30253	GA
WARN4371	Warner Britt	678-613-2451	3974 Emerald North Circle Decatur, GA 30035	GA
IL - Illinois	51			
ABIO0001	Abiot Eshetu Admasie	815-721-1709	561 Deere Park Circle Apt #103 Bartlett, IL 60103	IL
ADAR0001	Roberto Cruz Adaya	773-949-7622	2298 W Nichols Apt C Arlington Heights, IL 60004	IL
ADED0001	Awotayo, Adedeji	773-644-0873	1723 W Touhy Ave #5 Chicago, IL 60626	IL
ADIB0001	Adib Naous	847-463-0907	6604 Patterson Ct Woodridge, IL 60517	IL
ADIS0001	Adis Pasic	630-344-2453	1576 Gerald Ave Glendale Heights, IL 60139	IL

VENDORID	Owner Name	Phone #	Franchisee Address	Office
ANGE4612	Angelo Carbajal	630-340-7632	613 Bradford LN West Dundee, IL 60118	IL
ANTH0003	Antwan Hamilton	815-919-0994	720 Campbell Street Joliet, IL 60435	IL
ARTU0002	Arturo Angelas	331-425-4189	1145 Douglas Ave Aurora, IL 60505	IL
BEAN0002	Erica Carter-Bean	708-224-1529	14534 S Sherman Ave Posen, IL 60469	IL
BENJ0001	Benji Valentine	312-869-1316	14201 S Tracy Riverdale, IL 60827	IL
BLAJ0002	Jonathan Blair	[ask for updated phone number]	2361 S State Street # S7 Chicago, IL 60616-2007	IL
CARL3953	Carlos Andrade	312-468-4970	7655 W. 43rd Street Unit #84 Lyons, IL 60534	IL
CARM0007	Carmen Flores	630-888-1244	302 45th Ave Melrose, IL 60164	IL
CHEV0001	Viktor Chervko	847-414-6717	100 N Milwaukee Ave #201 Wheeling, IL 60090	IL
CLAY2134	Clayton Swope	618-558-0359	820 Foxworth Blvd Apt# 108 Lombard, IL 60148	IL
CONS3319	Constance King	815-919-1500	1822 N Hickory St Crest Hill, IL 60403	IL
ELIA0002	Eliana Y Acosta	773-526-2455	1905 N Kenneth Ave Chicago, IL 60639	IL
ERIC1940	Eric Mcshan Jr.	773-598.6034	519 S. 10th Street Maywood, IL 60153	IL
ERIC1942	Eric Pabon	708-374-2081	1739 N 23RD AVE Melrose Park, IL 60160	IL
ESTH0002	Esther Carmona	773-678-1374	3233 W 65th Place Chicago, IL 60629	IL
EYOB0001	Eyob W Meskel	815-505-7291	2157 Greystone Pl Hoffman Estates, IL 60169	IL
FANY0293	Fany Ruiz	847-987-0086	35766 North Garrick Ave Waukegan, IL 60085	IL
FRAN4376	Francis Edith Flores Moya	224-634-7506	4159 Brentwood Lane Waukegan, IL 60087	IL

VENDORID	Owner Name	Phone #	Franchisee Address	Office
HANE0002	Hanic, Amir (Eric)	773-263-6102	8108 N Odell Niles, IL 60714	IL
HAYS0001	Solomon Hayilu	651-354-8332	25109 Declaration Dr Plainfield, IL 60544	IL
HOLM0002	Maurice Holliday	708-717-9596	18217 S Kostner Ave Country Club Hills, IL 60478	IL
IBRM0001	Mirnes Ibrahimovic	630-340-7887	219 Grace St Bensenville, IL 60106	IL
JIHA0001	Jihad Al Muhtaseb	773-656-1917	6530 28th St Berwyn, IL 60402	IL
JOSH0001	Josh Bridgeforth Jr	708-990-5571	13604 S Crawford Ave Robbins, IL 60472	IL
JOYC0001	Tamrakay Richards	708-238-5103	1527 Fowler Ave Evanston, IL 60201	IL
JUDY0001	Judy Barger	270-825-4369	105 Clayton Rd Madisonville, KY 42431	IL Office
KOPM0001	Mihret Kopic	630-346-0535	362 Glenwood Drive Apt. 203 Bloomington, IL 60108	IL
KOSR0001	Kosk, Anna & Robert	630-546-2161	26W275 PETERSON AVE CAROL STREAM, IL 60188	IL
LEON0099	Leonel Hernandez Vargas	847-343-2119	8920 David Place Apt 2G Des Plaines, IL 60016	IL
LORE0002	Lorena Sanchez	630-400-3627	P. O. BOX 1224 Streamwood, IL 60107	IL
MANA0001	Arturo Manzanarez	312-730-0442	148 Circle Ave #206 Forest Park, IL 60130	IL
MART5330	Martin Quezada	872-803-2825	5536 S Kilbourn Ave Chicago, IL 60629	IL
MIST0003	Misty Williams	312-439-1600	16W626 Honeysuckle Rose – Apt. 16-009 willowbrook, IL 60527	IL
NORM3042	Norma Baena	773-512-7462	2741 W 36th Street Chicago, IL 60632	IL
PALJ0001	Juan Palomar	847-525-9118	29 Pioneer Rd Waukegan, IL 60085	IL
PRIC0003	Cristian Pricopie	773-603-7687	3128 N Linder Ave Chicago, IL 60641	IL

VENDORID	Owner Name	Phone #	Franchisee Address	Office
ROSA4341	Rosa Perez	847-450-6051	805 May Street Waukegan, IL 60085	IL
SAUL0001	Saul Ortiz	312-509-1767	4149 N Maplewood Chicago, IL 60618	IL
SERM0001	Manuel Sereno	708-774-5006	11642 S. RIDGELAND AVE WORTH, IL 60482	IL
SHER2545	Shernin Bond	773-307-2679	4232 West 127th Street Alsip, IL 60803	IL
STEV2956	Steve Vorgias	815-321-3815	737 W Bode Circle Apt 109 Hoffman Estates, IL 60169	IL
TELE0002	Eduardo Tellez	630-936-7436	631 Montrose Dr Romeoville, IL 60446	IL
TIFF0001	Tiffany Morgan	708-510-5207	1308 Luther Avenue Joliet, IL 60432	IL
TOMB0001	Tomeca Bouie	815-582-6473	1706 Mountain Ridge Pass Plainfield, IL 60586	IL
VINC0002	Vincent Shelby	815-593-0063	1729 Oakwood Lane Joliet, IL 60433	IL
YONA0099	Yonas Gebretsadik	605-400-5487	6720 Sheridan Rd #313 Chicago, IL 60626	IL
KS - Kansas	8			
ALLA2632	Britney Sweate	816-878-0635	11424 Palmer Ave Kansas City, KS 64134	KS
DALI0001	Dalia Castro	913-742-0761	200 S Coy St Kansas City, KS 66101	KS
DERR0004	Derrick Chery	816-288-8123	703 Newton Ave Kansas City, KS 64125	KS
GLOR0588	Gloria Venegas	816-730-7608	1812 S Hedges Ave Independence, MO 64052	KS Office
JERE0001	Jeremy Brenneman	913-484-0408	3100 S. 24th Street, Ste A Kansas City, KS 66106	KS

VENDORID	Owner Name	Phone #	Franchisee Address	Office
KOME0002	Komesha Edwards	816-517-7174	P.O. BOX 544 BLUESPRINGS, MO 64013	KS Office
LUTH0721	Luther Glover	913-553-7785	PO Box 14685 Lenexa, KS 66285	KS
MATT4174	Matt Bowen	660-734-8032	1104 Avenue E Fort Madison, IA 52627	KS Office
MN - Minnesota	25			
AHME0002	Ahmed Farah	320-310-9145	439 Woodduck Pl #F Woodbury, MN 55125	MN
AMBE0006	Ambe Wodesso	503-754-3032	3033 27th Ave South #6309 Minneapolis, MN 55406	MN
AWEY0001	Aweys Ahmed	507-271-0611	2208 Oakland Ave Minneapolis, MN 55404	MN
AYNA0001	Aynalem Tesema	651-399-7205	1543 Bluestem Lane Newport, MN 55055	MN
DALE3160	Dalepree Washington	612-986-2534	8220 W River Rd unit 338 Brooklyn Park, MN 55444	MN
DANI0920	Daniel Bonilla	612-702-8366	7439 Columbus Ave Richfield, MN 55423	MN
EAST0016	Easton Clarke	612-245-1092	918 E 36th St #1 Minneapolis, MN 55407-3979	MN
ELIJ0001	Elijah Okali	515-650-7269	13130 8th Ave North BROOKLYN CENTER, MN 55398	MN
EMMA4681	Emmanuel Rulford	612-261-8734	3517 83RD AVE Brooklyn Park, MN 55443	MN
FETA0002	Feta Cole	612-207-3708	2364 106th Ave NW Coon Rapids, MN 55433	MN
GBEM0001	Gbemesse Tsenou	612-735-5340	1818 14th ave apt 4 Minneapolis, MN 55404	MN

VENDORID	Owner Name	Phone #	Franchisee Address	Office
HUGO0187	Hugo Rodriguez	651-329-9222	760 Evergreen Dr #207 Burnsville, MN 55337	MN
LENG0001	Leng Thao	651-208-0775	6518 Bluestem Lane South Cottage Grove, MN 55016	MN
NAVE0001	Navendra Laal	651-363-7291	3101 McLeod Street Burnsville, MN 55337	MN
OLIV1505	Oliver Romero Bonilla	612-281-5843	7439 Columbus Ave Richfield, MN 55424	MN
PATR1963	El-Kimshelle Family Cleaning Company, LLC	651-352-7003	20554 Twilight Trail Rogers, MN 55374	MN
RACH0002	Rachel Stanton	651-338-5582	7845 Rimbly Rd Woodbury, MN 55125	MN
ROBE3706	Robert Jones Jr.	702-986-9134	11258 Rhode Island Champlin, MN 55316	MN
ROSE2491	Rose Joseph	612-481-6555	11948 KENYON ST NE BLAINE, MN 55449	MN
SAIC0001	Saichay Tran	612-730-5173	14432 Portland Ave Burnsville, MN 55337	MN
TAMI0001	Tamika Jones	651-278-9803	309 Birmingham Street, Apt 4 St Paul, MN 55106	MN
THAO0001	Patty Thao	763-412-6328	6560 Foxtail Court S Cottage Grove, MN 55016- 1709	MN
TILL0002	Michael Tillman	651-468-5066	882 Sunrise Dr Woodbury, MN 55125	MN
TYRE0001	Tyrell Phillips	763-477-1515	2725 84th Ave N Brooklyn Park, MN 55444	MN
ZEFE0001	Zeferino Gallarzo	763-360-2423	14028 Juniper Circle NW Andover, MN 55304	MN

VENDORID	Owner Name	Phone #	Franchisee Address	Office
MO - Missouri	7			
BERT0353	Bertrand Maxi	816-756-4421	11501 E 62 Ter Raytown, MO 64133	MO
CARI0872	Carina Reyes	816-777-8854	13700 E. 55th Terrace Kansas City, MO 64133	MO
CARL3952	Carlos Ulloa	816-806-1167	15704 E 2ND ST S INDEPENDENCE, MO 64050	MO
DAMO0001	Damon Mitchell	816-612-2766	4637 Lawn Ave Kansas City, MO 64130	MO
LEVO0001	Levon Miles	314-805-6405	12343 Fontaine Lane Saint Louis, MO 63138	MO
NATA0002	Natasha Shelton	816-489-9303	8724 NW Old Stagecoach Rd KANSAS CITY, MO 64154	MO
WILL4644	William Jackson	816-678-1552	517 N River Blvd Independence, MO 64050	MO
NC - North Carolina	6			
DEMO0002	Shaun Demoss	704-920-0101	1007 Zephyr Cir Monroe, NC 28110	NC
JAME2954	Jamell Cloud	704-649-5061	3329 Magnolia Hill Drive, #1304 Charlotte, NC 28205	NC
JEAN0003	Jeanie Cotton	919-398-0225	3501 Cumberland Creek Rd, Apt 101 Raleigh, NC 27613	NC
NAYA0001	Nayan Kathwadia	704-439-6761	11802 Carolina Blossom Lane Pineville, NC 28134	NC
REYN2924	Reyna Macias	980-441-0633	10011 Redbud Tree Ct. Charlotte, NC 28273	NC
THAT1719	Tha Tang	704-615-0182	6901 IDLEWILD RD CHARLOTTE, NC 28212	NC
NJ - New Jersey	21			
AARO0009	Aaron Eason	516-749-7514	284 Demott Ave Clifton, NJ 07011	NJ

VENDORID	Owner Name	Phone #	Franchisee Address	Office
ANTO0006	Antonio Rivera	718-664-0566	1 West 182nd Street The Bronx, NY 10453	NJ Office
BERT0354	Bertrand Paulemon	718-576-4106	11726 Springfield Blvd Cambria Heights, NY 11411	NJ Office
BUCH0002	Cynthia Buchanan	201-464-0292	208 Anderson St Unit N7F Hackensack, NJ 07601	NJ
CARD0009	Brandon Cardona	201-781-5712	354 State St. Ste 9 Hackensack, NJ 07601	NJ
CHAR3716	Charlotte Robbins- Forman	646-548-5073	605 East 168th Street, Apt #1A Bronx, NY 10456	NJ Office
DOUG3328	Douglas Whitfield	[ask for updated phone number]	5800 Potters Trace Rd. Monroe, NC 28110	NJ Office
JAVE0001	Javed Sohan	646-379-3471	2096 Coney Island Ave, Apt 2 Brooklyn, NY 11223	NJ Office
JEAN0006	Jean Paul	973-323-7013	23 EDGAR ST EAST ORANGE, NJ 07018	NJ
LIRI0001	Liridon Imeri	856-353-9794	118 WILLIAMS ST CHERRY HILL, NJ 08002	NJ
MARC3017	Marco Ortiz-Procel	551-226-1908	2505 Bergenline Ave, Apt #3 Union City, NJ 07087	NJ
MICH0008	Michel Campos	862-452-4788	1315 VERMELLA WAY LYNDHURST, NJ 07071	NJ
MICH2439	Michael G Ayers	862-668-7542	360 River Road Apt B Nutley, NJ 07110	NJ
ROBE3710	Robert Wragge	201-724-6113	291 Academy Street, Suite 3B Jersey City, NJ 07306	NJ
ROMU0002	Romulo Salgado	908-943-5807	536 Morris Avenue, Suite 2 Elizabeth, NJ 07208	NJ
SAND2942	Sandra Irene	732-986-0206	62 Loretto St New Brunswick, NJ 08901	NJ
SHAR3107	Sharda Johnson	201-895-9840	100 Schindler Court, Apt 240 East Rutherford, NJ 07073	NJ
WAYL0001	Waylond Cushnie	917-215-2101	999 Broad St. Apt 408 Newark, NJ 07102	NJ

VENDORID	Owner Name	Phone #	Franchisee Address	Office
WILS5238	Wilson Rosario	856-366-5646	502 millbridge road Clementon, NJ 08021	PA Office
WOLF0002	Wolfgang Kraft	718-208-5604	1616 Avenue H Brooklyn, NY 11230	NJ Office
ZAID0001	Angel Velez	201-589-8482	37 PARK HILL AVE, Bell #2 YONKERS, NY 10701	NJ Office
OR - Oregon	7			
DANI0911	Daniel Ambrose	503-933-9533	6362 SW Beverton Hilldale Hwy Portland, OR 97221	OR
DIOS0001	Dioselina Frausto	503-732-4502	2410 SE Dove St Portland, OR 97222	OR
EMAN0001	Emanuel Etuks	503-381-3579	3215 NE Broadway Portland, OR 97232	OR
JEOF1032	Jeoffrey De Waele	971-269-9360	28620 SW Terrene Lane Wilsonville, OR 97070	OR
LESL0874	Lesly Rodriguez	503-270-1574	8600 SW Schools Ferry Rd Apt 8 Beaverton, OR 97008	OR
ROBE3708	Robert Ray	503-462-8710	24 NE 162nd Apt 204 Portland, OR 97230	OR
THER4509	Theresa Le	971-300.2602	16981 SE Katmai Ct. Happy Valley, OR 97086	OR
PA - Pennsylvania	21			
AGIM0001	Agim Bajrami	267-679-7136	11614 PROCTOR PL PHILADELPHIA, PA 19116	PA
BLEC0001	Bleck Pierre	267-524-9633	5706 N 3rd Street Philadelphia, PA 19120	PA
CLAU3340	Claude Sims	610-653-0083	607 Park Spring Blvd Spring City, PA 19475	PA
DANI0919	Daniel Marcilio	610-714-1131	3312 N PHILLIP ST PHILADELPHIA, PA 19140	PA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
DAWN0002	Dawn Hayes	267-570-9776	5000 Woodbine ave apt 306 Philadelphia, PA 19131	PA
EDDI0002	Eddie Mackey	215-578-6613	3010 N Lambert Street Philadelphia, PA 19132	PA
EDWA2164	Edward Yarmai	610-809-3891	419 Old Rodgers Road Bristol, PA 19007	PA
ENKE0002	Enkelejda Pishkashi	610-550-6140	3314 Rodney Dr Newtown Square, PA 19073	PA
ERIK0002	Eric Kong	856-383-5489	105 Harvard Ave Somerdale, NJ 08083	PA Office
ERJO0001	Erjon Mollaj	215-954-8090	704 Homestead Lane Chadds Ford, PA 19317	PA
GEZI0001	Gezim Sinan	484-201-6298	1063 MOSSER RD P203 BREINIGSVILLE, PA 18031	PA
JOHN5135	Johneshia Kornegay	[ask for updated phone number]	21 Jennings Court New Castle, DE 19720	PA Office
KASE0001	Kaseem Williams	267-810-7602	2701 Elroy Rd APT F17 Hatfield, PA 19440	PA
KEAR0002	Keara Morris	302-419-6362	11 Shawn Lane Bear, DE 19701	PA Office
KYHE0001	Kyheada Stokes	215-350-4746 (Kyheada)	1354 Kimberly Drive PHILADELPHIA, PA 19154	PA
MIGU0149	Miguelson Elisme	267-356-8449	6524 Crescentville Rd Philadelphia, PA 19120	PA
RASH2934	Rasheed Muhammad	215-910-3390	6313 Hegerman St Philadelphia, PA 19135	PA
ROBE3711	Robert Hall	215-806-1878	3412 N 5th Street Philadelphia, PA 19140	PA
ROBE3712	Robert Thomas	267-481-3665	6610 N 20th Street Philadephia, PA 19138	PA
ROSA4338	Rosanna Tapia Rodriguez	609-287-2477	529 Midway Drive Clementon, NJ 08021	PA Office

VENDORID	Owner Name	Phone #	Franchisee Address	Office
TYRE0002	Tyree Keys	267-595-5244	2423 W. Master Street Philadelphia, PA 19121	PA
SC - South Carolina	9			
DEAN2677	Dean Zan	336-549-9527	2100 Wingate Street Greensboro, NC 27408	SC Office
LANE4899	Lanelle Roddey	803-412-1016	1062 Glenarden Drive Rock Hill, SC 29730	SC
LENA0001	Lenardo Planter	980-287-9060	9241 Glenwater Dr Apt# 219 Charlotte, NC 28262	SC Office
MACH1923	Machelle Perrault	207-332-4243	5005 Shadow Pine Drive Charlotte, NC 28269	SC Office
MARI0014	Maria Lawrence	803-322-5519	418 College Avenue Rock Hill, NC 29730	SC
MARK3365	Mark Perkins	336-995-0554	2219 Linda Lane Greensboro, NC 27403	SC Office
MARK3366	Markeith Gettys	704-920-0959	5609 Joshua Lane Charlotte, NC 28217	SC Office
MAYK0001	May Kokulo	919-937-6585	1601 Rowemont Drive Durham, NC 27705	SC Office
NERI0001	Neriza Shepherd	803-984-5356	2148 Wentworth Drive Rock Hill, SC 29732	SC
SD - South Dakota	1			
KIRS0001	Kirsten Davidson	605-354-1802	20064 408th Ave Huron, SD 57350	SD

VENDORID	Owner Name	Phone #	Franchisee Address	Office
TN - Tennessee	8			
CHUD0001	Chudi Onyebueke	470-439-8060	8075 Sawyer Brown Rd Apt 1405 Nashville, TN 37221	TN
HELE0193	Helen Nung	615-926-6637	144 VALLEY GREEN DR ANTIOCH, TN 37013	TN
JOYO0001	Joy Osifo-Williams	615-767-1938	505 Havendale Court, Apt E Clarksville, TN 37042	TN
LUIS0102	Luis Gordon	615-485-8632	344 Bell Rd - APT-A14 Nashville, TN 37217	TN
SHEB0001	Sheba Lusk	615-593-5970	1036 Barrow Court Murfreesboro, TN 37130	TN
WALK1643	Tierra Wade Walker	615-605-1858	722 West Clark Blvd. Murfreesboro, TN 37129	TN
WANG0001	Wangbin Lin	931-338-2753	115 La Plaza Dr Hendersonville, TN 37075	TN
ZOTH0001	Zo Thang Lian	615-540-3794	2565 Oak Forest Drive Antioch, TN 37013	TN
TX - Texas	74			
ALLE4645	Allen Armstrong	832-641-1285	23702 FM 1093 Rd, Unit 617 Houston, TX 77031	TX
ALYC0001	Alycia White	512-308-2492	242 10-B Frog Pond Lane Dripping Springs, TX 78620	TX
AZEN5292	Azenegash Zewodie	972-854-9425	6610 Sturbridge Drive Rowlett, TX 75089	TX
BARD0002	Donald Barnett	817-682-0404	1605 HIGH VALLEY LN CEDAR HILL, TX 75104	TX
BREB0001	Belkis Brene	817-210-7896	4012 Lakewood Dr Fort Worth, TX 76135	TX
CASA0003	Andres Castro	512-922-7930	115 Silver Spur Cove Cedar Creek, TX 78612	TX
CAST0005	Fredrick Casteel	214-846-1351	4807 Pachuca Ct Dallas, TX 75236	TX

VENDORID	Owner Name	Phone #	Franchisee Address	Office
CECI0002	Cecilia Bowman	713-884-0201	5014 McDermott Drive Houston, TX 77032	TX
CEDR0001	Cedric Hammond	985-750-9146	2323 Eldridge Parkway Apt 115 Houston, TX 77077	TX
CHRI4856	Christopher Tolbert	512-919-2170	777 MAIN ST STE 600 Ft Worth, TX 76102	TX
CLAU3338	Pearlene Scales	214-995-9595	617 Holfords Prairie Road TRLR1067 Louisville, TX 75056	TX
CRUM0001	Mark Crutcher	469-410-8246	5200 Pointe West Circle Apt 14110 Richmond, TX 77469	TX
DACM0001	Dachen, Moses	214-514-9842	6109 Winter Park Lane Arlington, TX 76018	TX
DAGO0001	Dagoberto Montano	512-822-2826	13713 Primrose Petal Dr. Manor, TX 75653	TX
DAVI2732	Irene Mason	254-981-0395	4800 Farrell Lane Killeen, TX 76549	TX
DERR0001	Derrick Jenkins	346 314 2475	1700 Rolling Brook Dr Apt #9306 Baytown, TX 77521	TX
DOMI0003	Dominique Bennett	318-678-8237	2321 Colonial Mesquite, TX 75150	TX
DONA3563	Donald Compton	281-676-1178	9107 Donley Dr Houston, TX 77088	TX
DOUG3335	Douglas Osagbobu	972-290-9077	608 Fleming St Wylie,, TX 75098	TX
EDDC0001	Christopher Eddins	713-264-1920	4010 Linkwood Dr #1065 Houston, TX 77025	TX
EDWD0001	Edwards, Deadra	972-898-2354	3824 Cedar Springs Rd Ste 525 Dallas, TX 75219	TX

VENDORID	Owner Name	Phone #	Franchisee Address	Office
ELAI0001	Elaine Gray	323-802-4313	16711 Jupiter Haven, Unit 1 Schertz, TX 78154	TX
ELIA0001	Antonio Hernandez	817-448-5727	3201 Osage St Fort Worth, TX 76114	TX
ELOY0001	Eloysel Retana Guereca	682-429-1377	5718 Wall Ave Haltom City, TX 76117	TX
ERIC1941	Erica Lacy-Henderson	630-747-9348	2901 Ridgeview Dr, #221 Plano, TX 75025	TX
ERIN0001	Erin Pride	214-274-9959	2406 Magna Vista Drive Dallas, TX 75216	TX
ESCU0001	Veronica Jaimes Escuadra	512-915-5814	4700 Turnstone Drive Austin, TX 78744	TX
FLOR2108	Flor Escobedo	214-603-5040	668 Moss Rose Court Dallas, TX 75217	TX
FRAN4345	Francis Osorio	210-439-4992	P O Box 160072 San Antonio, TX 78280	TX
GRAJ0001	Teresa Grazette	469-335-4624	PO Box 182081 Arlington, TX 76018	TX
GREG2258	Gregory Adams	210-753-1494	7630 Golf Ball Drive San Antonio, TX 78244	TX
GUTH0001	Heriberto Gutierrez	214-796-9930	1424 Sylvan Ave Dallas, TX 75208	TX
HAYD2963	Hayder Albaidhani	210-799-1015	6623 Babcock Rd #922 San Antonio, TX 78249	TX
HERN0004	Edwin Mojarro Hernandez	469-810-8383	10928 Audelia Road Apt 1711 Dallas, TX 75243	TX
ITOR0001	Ito Eto	786-333-3017	28214 Churchill Court Fulshear, TX 77441	TX
JEAN0005	Jeanell Campbell	817-829-1113	PO Box 202895 Arlington, TX 76006	TX
JOHD0001	David Johnson	469-650-8778	613 North Town East Blvd # 822 Mesquite, TX 75150	TX
JOSE0521	Joe Avila	210-326-6084	12911 Renley Crest San Antonio, TX 78253	TX

VENDORID	Owner Name	Phone #	Franchisee Address	Office
JUAN0003	Juan Cardozo	469-571-4847	2000 Sycamore Drive Mesquite, TX 75149	TX
JUAN0004	Juan Coronado	972-989-8526	3109 Oswego Dr Plano, TX 75074	TX
KATH0002	Katherine Rankin	214-455-2969	723 Hollow Ridge Drive Allen, TX 75002	TX
KERV0001	Kervin Dorce	828-612-9900	115 Allencrest Drive Fort Worth, TX 76108	TX
LEST4116	Lester Hammons	713 359 9729 landline	12250 S Kirkwood Rd 931 Stafford, TX 77477	TX
LETA0001	Letay Tensay	972-330-7760	620 Anglewood Drive Richardson, TX 75081	TX
MANT0001	Julio Mantilla	469-288-1558	10920 Spring Tree Drive Balch Springs, TX 75180	TX
MARI4883	Maira Zuniga	210-818-2567	3206 Ruidosa Ridge San Antonio, TX 78259	TX
MARK3367	Mark Smith	816-500-6488	10627 Black Wolf Bay SAN ANTONIO, TX 78245	TX
MARY0004	Erica Maryland	832-725-4763	7909 S. Sam Houston Pkwy E #334 Houston, TX 77075	TX
MARY2415	Mary Johnson	972-841-3086	5700 Tennyson Pkwy Ste 300 Plano, TX 75024	TX
MEND0002	Denis Mendoza	720-597-1804	8916 Zubia Ln Forth Worth, Tx 76131	Tx
MUNJ0001	Jose Munoz	214-605-5068	1709 Indian School Road Garland, TX 75044	TX
OJOB0001	Benjamin Ojo	832-660-1261	25606 Kincaid Falls Court Richmond, TX 77406	TX
OLUS0001	Olusegun Adabayo	346-219-1387	20234 Rainflower Bay Lane Richmond, TX 77407	TX
OMAR0002	Omar Rosado Marrero	787-295-0593	13913 Arbor Hill Cove Manor, TX 78653	TX

VENDORID	Owner Name	Phone #	Franchisee Address	Office
PHIL4415	Phillip Billingsley	254-212-9186	1401 Cheyenne Drive Aubrey, TX 76227	TX
RACH0001	Rachel Rodriguez	817-914-1767	8609 Chelan Way Ft Worth, TX 76244	TX
RETE0001	Eric Retana	562-309-5897	159 Invierno St Kyle, TX 78640	TX
RHOR0002	Rhoden, Rapheal	214-300-9041	3713 Patience Blvd E Dallas, TX 75236-3035	TX
RICH3013	Richard Torres	214-909-6386	8322 Reva Street Dallas, TX 75227	TX
SAMU2354	Samuel Dudu	682-554-6160	3500 Woodson Dr Mckinney, TX 75070	TX
SILA0001	Silas Nwigbo	512-822-6697	15835 Foothill Farms Loop #1813 Pflugerville, TX 78660	TX
SMIF0002	Smith, Felina	817-375-0567	6720 Meadowcrest Drive Arlington, TX 76002	TX
STEP0005	Tianen Stephenson	469-441-4020	P O Box 803754 Dallas, TX 75380	TX
SUFY0001	Sufyan Alotean	214-957-6666	2705 Gull Lake Dr Piano, TX 75025	TX
TEKL0001	Birho Kiros	214-881-2591	653 Clearwood Drive Richardson, TX 75081	TX
UFUO0001	Ufuoma Idiegbe	210-552-8166	149 Erling Lane Irving, TX 75039	TX
URUE0001	Uruemuesiri Idiegbe	210-596-2980	1001 LAKE CAROLYN PKWY Apartment 304 IRVING, TX 76039	TX
VALC0001	Cristal Vallejo	361 935 9611	253 Superior St Victoria, TX 77905	TX
VALR0001	Rosa Valles	817-703-3467	1013 Receda Court Fort Worth, TX 76131	TX
VIAN0001	Vianna Esquibel	214-468-1916	4730 THEALL RD Houston, TX 77066	TX
WADE0002	Steven Wade	832-508-8216	9310 Sherbourne Street Houston, TX 77016	TX
WATF0001	Watson, Frederick	682-218-1554	1817 Ariel Drive Dallas, TX 75232	TX

VENDORID	Owner Name	Phone #	Franchisee Address	Office
WILS5239	Wilson Ashu	682-560-1382	1537 Cozy Dr Ft Worth, TX 76120 US	TX
YAMI0001	Yamile Masso	956-590-8937	1900 University Blvd Apt 5006 Brownsville, TX 78520	TX
VA - Virginia	2			
NAVA0003	Oscar Navarrete	571-353-4642	103 Yew Court Sterling, VA 20164	VA
RUKS0001	Ruksana Perveen	703-855-1605	9025 Andromeda Dr Burke, VA 22015	VA
WA - Washington	141			
AHMM0002	Ahmed, Mariam	253-631-1619	P. O. Box 5402 Kent, WA 98064	WA
AKUI0001	Akuila Ratukalou	206-579-0152	19508 11th Avenue South Des Moines, WA 98148	WA
ALEJ0002	Alejandra Castro Urrea	206-851-4016	425 S 156th Street, Apt 205A Burien, WA 98148	WA
ALHI0002	Al-huchiami, Ismael	206-946-5743	3240 S 152nd Apt 18 Seatac, WA 98188	WA
ALMH0001	Huwayda Al Masri	206-209-7797	16718 Juanita Dr NE Unit #A1 Kenmore, WA 98028	WA
ALVA2399	Alvaro Obeso	206-823-6819	29126 23rd Place South Federal Way, WA 98003	WA
ANDV0001	Andreev, Valentin	425-299-0273	5810 200 St., SW #B Lynnwood, WA 98036	WA
ANGS0001	Sevdalina Anguelova	425-773-6707	18906 21st Ave. West Lynnwood, WA 98036	WA
ARIS0002	Aristeo Andrade	425-283-9949	22720 SE 29th St APT #D204 Sammamish, WA 98075	WA
BADT0001	Badarch, Tumurbaatar	206-353-8109	16717 Whitman Ave N #5 Shoreline, WA 98133	WA
BAJR0001	Ruhani, Bajram	206-501-9545	12356 28th Ave S #C5 Seattle, WA 98168	WA
BAQJ0001	Baquiring, Jose	206-768-8072	7351 16th Avenue SW Seattle, WA 98106	WA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
BIRH0001	Harmandip Birak	360-393-8203	3315 97th Drive SE Lake Stevens, WA 98258	WA
CESA0005	Cesar Vargas	908-966-2647	8712 Hamlet Ave South Seattle, WA 98118	WA
CHAJ0001	James Chand	206-280-3404	33232 45th Way South Federal Way, WA 98001	WA
CHAS0005	Chakova, Stefka Hristova	206-330-7869	11925 NE 162nd Ln Bothell, WA 98011	WA
CHIG0001	Gladys Chira	206-355-3721	2100 S 260th Street Apt G301 Des Moines, WA 98198	WA
CHUC0001	Chuluunbaatar, Chuluuntsetseg	206-501-0097	7224 208th St SW #2 Edmonds, WA 98026	WA
DANI0912	Daniel Martinez	253-426-5921	10545 SE 238th Street Apt. #10 Kent, WA 98031 United States	WA
DANI0917	Daniel Zerabruk Tekie	206-446-9868	15110 Stone Lane North Shoreline, WA 98133	WA
DEME0004	Bulbulla Demeke	206-353-3498	28707 20th Ave South Federal Way, WA 98003	WA
DEVS0001	Dev, Sunil	425-985-6792	258 Blaine Ct. SE Renton, WA 98056	WA
DIAA0001	Diaz, Alejandra Aguilar	206-661-4745	20014 9th Ave SE Bothell, WA 98012	WA
DIAM0002	Maria Diaz	425-591-9485	1830 Whitman Court N.E. Renton, WA 98059	WA
DIAZ0001	Johanna Diaz	206-465-0628	10440 DesMoines Memorial Dr S Seattle, WA 98168	WA
EJIG0001	Sisay Ejigu	206-353-7763	1904 SW 341st Place Federal Way, WA 98023	WA
ELIA0003	Eliazar Ivan Padilla Rivera	206-460-2848	21402 48th Ave West, Apt F202 Montlake Terrace, WA 98043	WA
ELOY0002	Eloy Antonio Najarro	425-200-7166	2524 132nd Place S.E. Mill Creek, WA 98012	WA
ERAR0001	Erazo, Ramona	425-985-8702	P.O. BOX 7073 Bellevue, WA 98007 United States	WA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
ERDE0001	Batchimeg Erdenebaatar - Bud	MEYD1772	14624 NE 36th St Apt G05 Bellevue, WA 98007	WA
ERMI0001	Ermias Tarekegn	206-619-6349	15215 29th Ave W Lynnwood, WA 98087	WA
FERN0001	Fernando Milian	425-698-0497	14235 SE 4th Street Apt C Bellevue, WA 98007	WA
FRIO0001	Arnel Frio	602-738-1797	12829 60th Ln S Apt H3 Seattle, WA 98178	WA
GERT0001	Taisiya Gerts	425-750-5888	8304 152nd St SE Snohomish, WA 98296	WA
GHEB0001	Abeba Ghebrekidan	604-250-8805	19613 37th Dr SE Bothell, WA 98012	WA
GODD0011	Godday Igwala	206-240-5415	213 Junction Blvd Algona, WA 98001	WA
GONR0001	Gonzalez, Raymundo	253-414-7904	21745 SE 299th Way Kent, WA 98042	WA
GONS0002	Sergio Gonzales	425-221-2812	3811 NE 3rd Ct Apt J301 Renton, WA 98056	WA
GUBA0001	Gubeljic, Amna	425-800-9322	1608 149th Pl. SE Apt # 3 Bellevue, WA 98007	WA
GUTC0001	Gutierrez, Carlos	206-483-3323	11515 26th Ave NE Apt 202 Seattle, WA 98125	WA
HAGJ0001	Jerad Hagan	425-301-3410	3515 NE 12th St Renton, WA 98056	WA
HENA0001	Alma Henderson	253-709-5256	23240 88th Street Apt R102 Kent, WA 98031	WA
HERC0002	Herrera, Cesar	253-441-0238	4002 Broadmoor Dr NE Tacoma, WA 98422	WA
HERI0004	Isabel Hernandez	206-235-1323	12311 Ambaun Blvd SW #306 Burien, WA 98146	WA
HRIA0001	Stefan Krumov	425-772-3283	23122 84th Ave W Edmonds, WA 98026	WA
IFRI0001	Ifre, Idoy	206-412-4511	3730 S 148th St, Apt 10 Tukwilla, WA 98168	WA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
IKRA0001	Ikram Afinwala	206-468-7416	2420 S 144th St. Seatac, WA 98168	WA
JIAW0001	Bo Song	206-708-0694	7707 233rd PL SW Edmonds, WA 98026	WA
JOHN5140	John Alexander Jr.	253-625-3473	6421 163rd st ct east Puyallup, WA 98375	WA
JONC0645	Chris Jones	206-786-2831	12944 NE 136th Place Kirkland, WA 98034	WA
JOSE0519	Jose Apaez	360-878-7370	4105 Goldcrest Drive NW Olympia, WA 98502	WA
JOSE0520	Jose A Martinez	253-398-5859	6810 106th Street, Court E Puyallup, WA 98373	WA
JUAA0001	Juarez, Alma	206-786-2830	12944 NE 136th PL Kirkland, WA 98034	WA
JUAN1101	Juan Barrera	360-593-4522	1730 196th St. SE Apt. B106 Bothell, WA 98012	WA
JULT0001	Julio Trinidad Figueroa	360-451-7705	5525 College Glen Loop SE APT C-203 Lacey, WA 98503	WA
JUST1795	Justin Hill	605-786-2134	40365 Challenger Road Concrete, WA 98237	WA
KARE0001	Ekaterina Kardasheva	425-443-2362	5135 NE 11th St. Renton, WA 98059	WA
KARR0002	Supriya Karan	253-221-1061	5001 NE 7th Place Renton, WA 98059	WA
KAUS0001	Sukhwinder Kaur	425-344-3966	8104 Beverly Blvd Everett, WA 98203	WA
KERE0001	Keren Rodriguez	425-309-3344	11802 4th Ave West E3-23 Everett, WA 98204	WA
KIMK0001	Kim, Kyong Soo	425-502-0786	13312 SE 184th St. Renton, WA 98058	WA
KIMM0001	Yang Soon Kim	206-832-6809	1616 62nd ave w Lynnwood, WA 98037	WA
KLYI0001	Irina Klyavkova	425-829-6745	650 Duvall Ave. NE, Apt. P12-32 Renton, WA 98059	WA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
LENA0002	Le'Nard Brown	206-698-4922	377 Earlington Ave SW Renton, WA 98057	WA
LESH0001	Mykhaylo Leshchyshyn	206-856-8484	22122 111th Pl SE Kent, WA 98031	WA
LET0625	Le, Tuyet Kim	206-444-5194	11019 17th Avenue SW Seattle, WA 98146	WA
LEUL0001	Biniam Habtemichael	206-354-2774	24452 109th Place SE Kent, WA 98030	WA
LUCL0001	Lucas, Lidia	425-351-5563	15400 SE 155th Place, #84 Renton, WA 98058	WA
LUIS0101	Luis Munoz	206-460-3821	2508 S 286th, Apt D Seattle, WA 98003	WA
LUIT0001	Lui, Timothy	425-876-0198	10201 Dakota Way Everett, WA 98204	WA
LUVC0001	Chikhermaa Luvsan	206-669-2561	19414 Aurora Ave N APT 204 Shoreline, WA 98133	WA
MANU0002	Travis Manumaleuna	253-391-7038	30332 15th Ct S. #18 Federal Way, WA 98003	WA
MARC3012	Marcial Ramirez	425-343-6402	213 Portage Ave Granite Falls, WA 98252	WA
MARD0002	Deysi Martinez	425-443-5494	3435 Auburn Way, Apt. A20 Auburn, WA 98092	WA
MARI0009	Maria Martinez	206-356-6116	4507 44 St NE Tacoma, WA 98422	WA
MARI4892	Maria Delgado	425-399-3148	16821 113th Ave SE Renton, WA 98055	WA
MARI4894	Maria Hernandez	253-468-1726	1710 E 63RD ST TACOMA, WA 98404	WA
MARY2414	Mary Vega	253-226-6161	14912 127th Ave East Puyallup, WA 98374	WA
MARY2416	Mary Santamarina	253-709-7481	14912 127th Avenue E Puyallup, WA 98374 United States	WA
MEKO0001	Mekonen Asfaw	206-228-7617	15011 5th Lane South Burien, WA 98148	WA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
MEZA0001	Alba Meza	425-442-3465	17657 111th Ave SE Renton, WA 98055	WA
MICH2443	Michael Thomas Shaw	360-901-6337	PO BOX 65564 Vancouver, WA 98665	WA
MIGU0148	Miguel Toscano-Cardona	253-266-8129	30107 2nd Place SW Federal Way, WA 98023	WA
MOGK0001	Moga, Khadija	206-909-7696	7905 MLK Jr Way Seattle, WA 98118	WA
NEFT0001	Neftaly Martinez	253-954-6122	2447 S 273rd Place, #282 Federal Way, WA 98003	WA
NGUP0001	Nguyen, Ngoc "Andy"	206-242-1453	6746 38th Ave S Seattle, WA 98118	WA
NGUT0003	Nguyen, Dung Thi Thanh	206-832-6238	23155 24th Ave S Des Moines, WA 98198	WA
NICO0002	Kevin & Nicole Brown	206-398-9647	11026 Gambel Drive NE Moses Lake, WA 98837	WA
NORM3041	Norma Cardona	253-359-3015	4621 S 300th Place Auburn, WA 98001	WA
NOUR0001	Zaidoon Radif	206-676-2210	824 S 177th PL Burien, WA 98148	WA
PAGW0001	Andrea Plata-Dimas	650-996-9416	37 Newaukum Golf Dr Chehalis, WA 98532	WA
PENF0650	Francisco Javier Pena	206-619-4924	10502 124th Avenue NE Kirkland, WA 98033	WA
PERM0004	Martin Perez	206-384-2270	9824 24th Avenue CT S APT V295 Tacoma, WA 98444	WA
PHAL0001	Phan, Loc	253-310-3776	16122 SE 258th St Covington, WA 98042	WA
PHAS0002	Sourisack Phanmeesai	425-891-4419	3810 S. Angel Place Seattle, WA 98118 United States	WA
PHAT0001	Thuy Phan	253-310-3776	1001 E 35th STREET Tacoma, WA 98904	WA
PISL0001	Piskunov, Lyudmila	425-268-1111	5402 Parkview Lane Everett, WA 98203	WA
RAMI0002	Ramirez, Isidra	253-561-3230	4906 34th St NE Tacoma, WA 98422	WA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
REYC0690	Reynaga Jr., Carlos	360-508-2889	2107 Earl Street Centralia, WA 98531	WA
RIGO0001	Rigoberto Mijares	206-271-4726	7605 156th St SE Snohomish, WA 98296	WA
RIVE1873	Rivelino Clavijo	206-354-6572	305 NW 6th St Renton, WA 98057	WA
ROBM0002	Maria De los angeles Robledo	253-261-9430	23816 100th Ave SE, Apt 42 Kent, WA 98031	WA
ROJO0671	Orlando Rojas	425-761-1257	12814 15th Place W Everett, WA 98204	WA
ROME0002	Edith Roman	253-330-4549	3001 S 288th Street #83 Federal Way, WA 98003	WA
ROMJ0001	Jennie Panameno	425-583-7320	2328 Lexington Ave Everett, WA 98203	WA
ROSA4340	Rosa Gramajo	253-205-5079	3225 M Street SE #128 Auburn, WA 98002	WA
RUBE0007	Ruben Macumbo Joao	206-231-7033	5613 E N Street Tacoma, WA 98404	WA
SAJJ0001	Sajjad Aljabar	206-556-7169	7709 Martin Luther King Way South Seattle, WA 98118	WA
SAMR0001	Samrawit Haile	206-698-8145	6216 153rd. St. Apt 209 Tukwila, WA 98188	WA
SANO0001	Rosa Ochoa Santiago	206-380-9527	303 Factory Ave N Apt 2 Renton, WA 98057	WA
SARA0335	Kebron Dawit	206-446-0525	26505 19th Place South Des Moines, WA 98198	WA
SARA0337	Sara Ambaw	206-388-7785	21514 47th Court South Kent, WA 98032	WA
SARI0001	Sarith In	253-886-9407	1313 E 43rd St Tacoma, WA 98445	WA
SARO0001	Sarojini Goundar	206 465 7804	38025 34th Court S Auburn, WA 98001	WA
SHAR0002	Shawn Roberto	253-414-2980	116 165th St S. Spanaway, WA 98387	WA
SHEM0003	Maimuna Sheikuna	206-474-4394	7956 Delridge Way SW Seattle, WA 98106	WA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
SHIE0001	Shiela Mason	206-476-8702	4505 100st NE Marysville, WA 98270	WA
SOCO0001	Socorro Robles	425-953-0633	627 166th Ave NE Bellevue, WA 98008	WA
SOKO0001	Sokoeun Suon	425-220-4450	726 93rd Street SE Everett, WA 98208	WA
SONN0002	Hagan, Rhea L. & Deguzman, Sonny	(206) 351-8540	28391 34th Ln S Auburn, WA 98001	WA
SOTR0002	Raul Soto	360-280-2545	14993 N US Hwy 101 Shelton, WA 98584	WA
STEP2469	Stephanie Murguia	253-259-7326	14912 127th Ave East Puyallup, WA 98374	WA
STEV0002	Steve Vallery	425-638-2191	14819 Cascadian Way Lynnwood, WA 98087 United States	WA
STOS0002	Silvia Stoyanova	206-412-8245	20932 49th Ave West Lynnwood, WA 98036	WA
SUKH0001	Sukhchain Gill	206-234-3236	23520 97th Ave S Kent, WA 98031	WA
TAHI0001	Tahir Abtan	206-604-1202	1215 N 45th St APT 414 Seattle, WA 98103	WA
TESF0002	Tesfamicall Ghebrehiwot	206-465-7620	2205 NE 198th Court Shoreline, WA 98155	WA
TOPK0002	Karley Harp	509-428-9597	PO Box 255 Malden, WA 99149	WA
TRIM0001	Trifkovic, Mladen	206-778-5242	13322 24 Ave South Seatac, WA 98168	WA
TSOD0001	Donrov, Tsogtoo	206-910-4148	11300 3rd Ave NE Apt 333 Seattle, WA 98125	WA
VARJ0001	Jorge Vargas	[ask for updated phone number]	22799 26th AVE S Des Moines, WA 98198	WA
VARs0001	Odin Vargas	360-508-2665	201 West Oakview Ave #45 Centralia, WA 98531	WA
VART0001	Vargas, Tania	360-204-4180	2939 Jackson Hwy Chehalis, WA 98532	WA
VASY0001	Vasyl Kryvuta	206-658-5077	3000 Royal Dr SE Apt #22C Renton, WA 98058	WA

VENDORID	Owner Name	Phone #	Franchisee Address	Office
VERO0001	Veronica Govea	360-723-8537	3816 12th Ave SE, #203 Lacey, WA 98503	WA
VIDL0001	Lance Videll	425-802-8417	536 Burnett Ave WA 98057	WA
VILL0010	Luis Villar	206.596.5529	14445 NE 40th St. #D-104 Bellevue, WA 98007	WA
WELM0001	Welman Alfaro	253-719-2068	1205 B SW 360th Street Federal Way, WA 98023	WA
YAKY0640	Yakushin, Yuriy	425-482-6085	19520 6th Drive SE Bothell, WA 98012	WA
YEVA0702	Anatoliy Yevayugov	425-359-8051	13014 42nd Avenue SE Everett, WA 98208	WA
YUIA0001	Yul Amacker	253-245-6201	9912 132nd St E #A212 Puyallup, WA 98373	WA

O.P.E.N. AMERICA INC. DBA OPENWORKS
LIST OF CURRENT COMPANY-OWNED OUTLETS
(As of December 31, 2021)

None

EXHIBIT I

O.P.E.N. AMERICA, INC. DBA OPENWORKS LIST OF FORMER FRANCHISEES

(January 1, 2021 to December 31, 2021)

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

All rows indicate terminations. Transfers are shown in a separate chart following the below table.

Account Number	Account Name	Main Phone	Address 1	State
AZ - Arizona	9			
ALEX1313	Alex J Austin-Bey ¹	480-587-0074	1441 E. Buckeye Road, Suite 24225 Phoenix, AZ 85034	AZ
ASBE3262	Asbeyda Mena	602-384-0295	2303 N 28TH PL Phoenix, AZ 85008	AZ
GONE1026	Edith Cazares	623-499-6569	12625 W. Laurel Lane El Mirage, AZ 85335	AZ
GORD2171	Gordana Sarenac	602-561-7287	2923 E Laurel Lane Phoenix, AZ 85028	AZ
WILL0007	Lance Williams	602-690-9905	1013 N 2nd Ave Phoenix, AZ 85003	AZ
LAUR1992	Laura Arias	602-245-0958	917 W Saint Anne Ave Phoenix, AZ 85041 United States	AZ
MAKE0003	Makecia Gray	951-692-2794	11346 E. EMELITA AVE MESA, AZ 85208	AZ
REGI1658	Reginald Bien-Aime	602-471-4734	647 N 110th Place Mesa, AZ 85207	AZ
ZAPR0001	Ruben Zapata	602-632-5808	1106 S. Lebanon Lane Tempe, AZ 85281	AZ
CA - California	6			
FLOD0001	Diego Flores	714-600-0754	11299 Sweetwater Dr. Riverside, CA 92505 United States	CA

¹ ALEX1313 was purchase and terminated in 2021.

Account Number	Account Name	Main Phone	Address 1	State
FRAN4375	Francois Marcelin	407-394-6568	1549 Yanonali Avenue Chula Vista, CA 91913	CA
LAWR3663	Lawrence Coley ²	510-861-8032	2901 Mary Ann Lane, Apt 245 Bay Point, CA 94565	CA
MILI1748	Milica Bud	714-603-1678	10900 Magnolia Ave Apt 46 Anaheim, CA 92804	CA
OTIS0001	Otis Washington	510-978-2596	231 Weeping Willow Court Brentwood, CA 94513	CA
TAMA0001	Tamara Battle-Agurs	213-364-1802	3723 1/2 W 106th Street Inglewood, CA 90303	CA
CO - Colorado	7			
BERH0001	Berhana Meras	720-364-4160	1210 S. Richfield St Aurora, CO 80017	CO
CHRI4769	Chris Lewis	720-276-8418	8349 Charles Way Denver, CO 80221	CO
LORE0004	Lorena Martinez	720-532-2100	8354 Northfield Blvd. Denver, CO 80238	CO
MARI4886	Maria Posada	720-341-9480	4952 W Kentucky Ave Denver, CO 80219	CO
MART5329	Martha Esquivel-Gonzalez	7205464549	15257 E Maple Place Aurora, CO 80012	CO
NEBI0001	Nebiat Tirfe	303-667-8049	912 S Yampa Street, unit #201 Aurora, CO 80017	CO
SERG0002	Serge Kamanda	720-323-4605	1625 S Birch Street, Apt 501 Denver, CO 80222	CO
DC - Washington DC	1			
ADRI0002	Adrian Fitzpatrick	954-471-6076	13648 Legacy Cir, Apt B Herndon, VA 20171	VA
FL - Florida	4			

² LAWR3663 was purchase and terminated in 2021.

Account Number	Account Name	Main Phone	Address 1	State
DANI0921	Daniela Trujillo	646-312-9845	17444 SW 31st Court Miramar, FL 33029	FL
FADO0001	Fadoua Kthiri ³	407-373-4446	6917 Sea Coral Drive Apt. 236 Orlando, FL 32821	FL
RUBE0008	Rubens Pierre	786-953-9736	1274 NE 109TH STREET MIAMI, FL 33161	FL
SABR0002	Sabrina Wilson ⁴	863-393-5575	2022 Voltaire Street Lakeland, FL 33801	FL
GA - Georgia	8			
ALFO0001	Alfonso Law	678 593 8516	641 Oakside Place Acworth, GA 30102	GA
GRAA0001	Anthony Graybill	404-573-2234	3027 Thrasher Circle Decatur, GA 30032	GA
BHAV0001	Bhavesh Shah	404-578-3682	271 Jarvis Street Canton, GA 30114	GA
CALV2227	Calvin Sherrer	404-740-8159	2760 Valley Heart Drive Atlanta, GA 30318	GA
GARN0002	Erick & Garnet Christy-Williams	678-896-7817	3348 Peachtree Rd Suite 767 Atlanta, GA 30326	GA
KAMA1453	Kamal Whitmore	734-644-1579	1883 W Royal Hunte Drive Ste 200-A Cedar City, UT 84720	GA Office
SHAW1236	Shawntrice Taylor- Travis	786-406-4173	320 W. Lanier Avenue, Suite 200 Fayetteville, GA 30214	GA
SYLV3979	Sylvia Okoma ⁵	678-333-4630	5202 Leland Place Lane Lawrenceville, GA 30044	GA
IL - Illinois	2			
ERIC1942	Eric Pabon	708-374-2081	1739 N 23RD AVE Melrose Park, IL 60160	IL

³ FADO0001 was purchase and terminated in 2021.

⁴ SERG0002 was purchase and terminated in 2021.

⁵ SYLV3979 was purchase and terminated in 2021.

Account Number	Account Name	Main Phone	Address 1	State
VINC0002	Vincent Shelby	815-593-0063	1729 Oakwood Lane Joliet, IL 60433	IL
MN - Minnesota	4			
AHME0002	Ahmed Farah	320-309-7115	439 Woodduck Pl #F Woodbury, MN 55125	MN
BANK5367	Bankhead Cleaning Service LLC ⁶	612-433-2033	3029 S Garfield Ave, Apt 5 Minneapolis, MN 55408	MN
RACH0002	Rachel Stanton	651-338-5582	7845 Rimbly Rd Woodbury, MN 55125	MN
TYRE0001	Tyrell Phillips	763-477-1515	2725 84th Ave N Brooklyn Park, MN 55444	MN
MO - Missouri	1			
DAMO0001	Damon Mitchell	816-612-2766	4637 Lawn Ave Kansas City, MO 64130	MO
NC - North Carolina	1			
JAME2954	Jamell Cloud	704-649-5061	3329 Magnolia Hill Drive, #1304 Charlotte, NC 28205	NC
NJ - New Jersey	5			
JEAN0006	Jean Paul	973-323-7013	23 EDGAR ST EAST ORANGE, NJ 07018	NJ
MICH0008	Michel Campos	862-452-4788	1315 VERMELLA WAY LYNDHURST, NJ 07071	NJ
ROBE3710	Robert Wragge	201-724-6113	291 Academy Street, Suite 3B Jersey City, NJ 07306	NJ
ROMU0002	Romulo Salgado	908-943-5807	536 Morris Avenue, Suite 2 Elizabeth, NJ 07208	NJ

⁶ BANK5367 was purchased and terminated in 2021.

Account Number	Account Name	Main Phone	Address 1	State
WAYL0001	Waylond Cushnie	917-215-2101	999 Broad St. Apt 408 Newark, NJ 07102	NJ
NY - New York	1			
WOLF0002	Wolfgang Kraft	718-208-5604	1616 Avenue H Brooklyn, NY 11230	NY
PA - Pennsylvania	4			
AGIM0001	Agim Bajrami	267-679-7136	11614 PROCTOR PL PHILADELPHIA, PA 19116	PA
KASE0001	Kaseem Williams	267-810-7602	22 Lynwood Rd Lansdale, PA 19446	PA
RASH2934	Rasheed Muhammad	215-910-3390	6313 Hegerman St Philadelphia, PA 19135	PA
TYRE0002	Tyree Keys	267-595-5244	2423 W. Master Street Philadelphia, PA 19121	PA
TN - Tennessee	1			
JOYO0001	Joy Osifo-Williams	615-767-1938	505 Havendale Court, Apt E Clarksville, TN 37042	TN
TX - Texas	2			
KEVI0004	Kevin Graham ⁷	206-304-6179	6706 Della Street Houston, TX 77093	TX
MARK3367	Mark Smith	210-980-1040	10627 Black Wolf Bay SAN ANTONIO, TX 78245	TX
WA - Washington	1			
JUST1795	Justin Hill	605-786-2134	40365 Challenger Road Concrete, WA 98237	WA

⁷ KEVI0004 was purchased and terminated in 2021.

FRANCHISED OUTLETS TRANSFERRED
(January 1, 2021 to December 31, 2021)

Account Number	Account Name	Main Phone	Address 1	State
ALAD0001	Aladin Beltran	562-313-8497	2045 E Appleton St Long Beach, CA 90803	CA
REYN2923	Reyna Faillos	562-321-7635	16283 Eucalyptus Street Hesperia, CA 92345	CA
JENN1262	Jennifer Nestor-Jones	678-464-8445	862 Sheppard Way Stone Mountain, GA 30083	GA
SAMR0001	Samrawit Haile	206-698-8145	6216 153rd. St., Apt 209 Tukwila, WA 98188	WA

FORMER COMPANY-OWNED OUTLETS
(January 1, 2021 to December 31, 2021)

NONE

EXHIBIT J

O.P.E.N America, Inc. d/b/a OpenWorks

**AUDITED
FINANCIAL STATEMENTS
and
Independent Auditors' Report**

For the Periods Ending

December 31, 2021 and December 31, 2020

and

December 31, 2020 and December 31, 2019



Financial Statements
December 31, 2021 and 2020
O.P.E.N. America, Inc.
dba OpenWorks

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Independent Auditor's Report

To the Stockholder and Board of Directors
O.P.E.N. America, Inc. dba OpenWorks
Phoenix, Arizona

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of O.P.E.N. America, Inc. dba OpenWorks (the Company), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of earnings, stockholder's 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 the Company as of December 31, 2021 and 2020, 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 (GAAS). 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 the Company 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 these 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 the Company's ability to continue as a going concern for 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 GAAS 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 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 GAAS, 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 the Company'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 the Company'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.



Phoenix, Arizona

March 31, 2022

O.P.E.N. America, Inc. dba OpenWorks

Balance Sheets

December 31, 2021 and 2020

	2021	2020
Assets		
Current Assets		
Cash	\$ 1,298,117	\$ -
Service accounts receivable, net of allowance for doubtful accounts of \$530,530 in 2021 and \$277,388 in 2020	14,601,259	12,680,415
Current maturities of franchisee receivables, net	4,775,450	5,034,566
Prepaid expenses and other assets	262,873	397,432
Deferred franchise costs	1,332,520	1,786,444
Total current assets	22,270,219	19,898,857
Franchisee Receivables, Less Current Maturities	2,537,265	3,382,280
Property and Equipment, Net	1,805,190	1,412,974
Other Assets		
Deposits and other assets	82,964	114,885
Goodwill	-	43,162
Total other assets	82,964	158,047
	<u>\$ 26,695,638</u>	<u>\$ 24,852,158</u>
Liabilities and Stockholder's Equity		
Current Liabilities		
Accounts payable	\$ 943,644	\$ 897,826
Services payable to franchisees	8,421,139	7,130,918
Accrued expenses	1,709,026	1,779,270
Deferred revenue	1,332,520	1,786,444
Current portion of deferred rent	170,013	164,836
Current maturities of capital lease obligations	8,637	42,702
Current maturities of notes payable on equipment	1,633,012	2,014,981
Total current liabilities	14,217,991	13,816,977
Long-Term Liabilities		
Deferred rent, less current portion	415,471	592,952
Capital lease obligations, less current maturities	-	7,806
Paycheck Protection Program loan	-	3,018,400
Notes payable on equipment, less current maturities	2,827,571	1,076,615
Total liabilities	17,461,033	18,512,750
Stockholder's Equity		
Common stock, no par value; 100,000 shares authorized, 1,000 shares issued and 770 shares outstanding	1,000	1,000
Additional paid-in capital	31,766	31,766
Retained earnings	12,099,839	9,905,378
Stockholder note receivable	(2,850,000)	(3,550,736)
Treasury stock	(48,000)	(48,000)
Total stockholder's equity	9,234,605	6,339,408
	<u>\$ 26,695,638</u>	<u>\$ 24,852,158</u>

O.P.E.N. America, Inc. dba OpenWorks

Statements of Earnings

Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Revenue		
Franchise fees	\$ 6,776,337	\$ 5,756,996
Service revenues	<u>92,264,367</u>	<u>83,551,065</u>
Total operating revenue	99,040,704	89,308,061
Cost of Revenues	<u>71,043,525</u>	<u>64,103,235</u>
Gross profit	<u>27,997,179</u>	<u>25,204,826</u>
Operating Expenses		
Selling, general and administrative	<u>21,898,769</u>	<u>20,539,080</u>
Earnings from operations	<u>6,098,410</u>	<u>4,665,746</u>
Other Income (Expense)		
Paycheck Protection Program loan forgiveness	3,018,400	-
Other income (expense), net	(263,949)	(163,889)
Interest expense	<u>(105,735)</u>	<u>(234,532)</u>
Net other income (expense)	<u>2,648,716</u>	<u>(398,421)</u>
Net Earnings	<u><u>\$ 8,747,126</u></u>	<u><u>\$ 4,267,325</u></u>

O.P.E.N. America, Inc. dba OpenWorks

Statements of Stockholder's Equity
Years Ended December 31, 2021 and 2020

	Common Stock		Additional	Retained	Stockholder	Treasury Stock		Total
	Shares	Amount	Paid-in Capital	Earnings	Note Receivable	Shares	Amounts	
Balance, December 31, 2019	770	\$ 1,000	\$ 31,766	\$ 5,638,053	\$ (2,953,083)	230	\$ (48,000)	\$ 2,669,736
Net earnings	-	-	-	4,267,325	-	-	-	4,267,325
Issuance of stockholder note receivable	-	-	-	-	(597,653)	-	-	(597,653)
Balance, December 31, 2020	770	1,000	31,766	9,905,378	(3,550,736)	230	(48,000)	6,339,408
Net earnings	-	-	-	8,747,126	-	-	-	8,747,126
Distributions	-	-	-	(6,552,665)	-	-	-	(6,552,665)
Payments on stockholder note receivable	-	-	-	-	3,550,736	-	-	3,550,736
Issuance of stockholder note receivable	-	-	-	-	(2,850,000)	-	-	(2,850,000)
Balance, December 31, 2021	<u>770</u>	<u>\$ 1,000</u>	<u>\$ 31,766</u>	<u>\$ 12,099,839</u>	<u>\$ (2,850,000)</u>	<u>230</u>	<u>\$ (48,000)</u>	<u>\$ 9,234,605</u>

O.P.E.N. America, Inc. dba OpenWorks

Statements of Cash Flows

Years Ended December 31, 2021 and 2020

	2021	2020
Operating Activities		
Net earnings	\$ 8,747,126	\$ 4,267,325
Adjustments to reconcile net earnings (loss) to net cash used for operating activities		
Depreciation expense	474,762	486,900
Loss on disposal of assets	133,209	-
Bad debt expense	1,633,992	1,213,673
Paycheck Protection Program loan forgiveness	(3,018,400)	-
Franchisee receivables issued for franchise fees	(5,412,353)	(4,436,852)
Effects of changes in operating assets and liabilities:		
Service accounts receivable	(2,153,912)	(2,857,107)
Prepaid expenses and other assets	134,559	(28,214)
Deferred franchise costs	453,924	(238,092)
Deposits and other assets	31,921	13,532
Accounts payable	45,818	(535,815)
Services payable to franchisees	1,251,040	1,253,668
Accrued expenses	(70,244)	453,594
Deferred revenue	(453,924)	238,092
Deferred rent	(172,304)	(9,723)
Net Cash from (used for) Operating Activities	1,625,214	(179,019)
Cash Flows from Investing Activities		
Payments received for franchisee receivables	5,154,741	5,126,638
Purchase of property and equipment	(957,025)	(147,483)
Payments of note receivable, due from stockholder	3,550,736	-
Issuance of note receivable, due from stockholder	(2,850,000)	(597,653)
Net Cash from Investing Activities	4,898,452	4,381,502
Cash Flows from Financing Activities		
Net borrowings on line of credit	-	(5,619,455)
Distributions	(6,552,665)	-
Proceeds from issuance of note payable	5,000,000	3,018,400
Repayments on notes payable	(3,631,013)	(1,697,423)
Repayments on capital leases	(41,871)	(5,801)
Net Cash used for Financing Activities	(5,225,549)	(4,304,279)
Net Change in Cash and Cash Equivalents	1,298,117	(101,796)
Cash and Cash Equivalents, Beginning of Year	-	101,796
Cash and Cash Equivalents, End of Year	\$ 1,298,117	\$ -
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	\$ 105,735	\$ 234,532

Note 1 - Principal Activity and Significant Accounting Policies**Principal Business Activity**

O.P.E.N. America, Inc. dba OpenWorks (the Company) was incorporated in the State of Arizona in June 1987. The Company is engaged in the business of providing commercial janitorial services and selling janitorial service franchises to individuals throughout the continental United States. Generally, the Company executes fixed-priced janitorial service contracts for terms of one year or longer and, subsequently, sells the exclusive contract rights to franchisees.

A standard franchise agreement covers a ten-year period and includes an option for the franchisee to renew for two additional ten-year terms. Management anticipates that the renewal options will be exercised. Under a standard franchise agreement, the customers pay the Company which retains a 15% royalty fee. The balance of the amount collected is remitted to the franchisees net of any other amounts due to the Company.

Concentrations of Credit Risk

The Company maintains cash in deposit accounts in federally insured banks. At times, the balance in the accounts may be in excess of federally insured limits.

Cash and Cash Equivalents

Cash and cash equivalents consists of highly liquid investments with an original maturity of three months or less.

Service Accounts Receivable

Service accounts receivable are uncollateralized customer obligations. Service accounts receivable are stated at the invoice amount and are due upon receipt. These receivables totaled \$14,601,259 \$12,680,415 and 10,669,306 as of December 31, 2021 and 2020 and January 01, 2020, respectively.

Generally, account balances with invoices over 30 days old are considered delinquent. Payments of service accounts receivable are applied to the specific invoices identified on the customer's remittance advice or, if unspecified, to the earliest unpaid invoice.

The carrying amount of service accounts receivable is reduced by an allowance that reflects management's best estimate of amounts that will not be collected. The allowance for doubtful accounts is based on management's assessment of the collectability of specific customer accounts and the aging of the accounts receivable. If there is a deterioration of a major customer's credit worthiness or actual defaults are higher than the historical experience, management's estimates of the recoverability of amounts due the Company could be adversely affected. All accounts or portions thereof deemed to be uncollectable or to require an excessive collection cost are written off to the allowance for doubtful accounts and amounts due for additional accounts purchased by the franchisee.

Franchisee Receivables

Franchisee receivables are uncollateralized notes receivable for franchise obligations for initial franchisee fees less any down payment. Notes are for 12 to 48 months at 12% annual interest. Note payments are deducted from the payments due to the franchisees for services performed. Collections on the notes of up to 15% of the franchisees monthly revenue begin when the franchisee begins servicing its first customer. Once the Company has satisfied 50% of its fulfillment obligations, the full monthly note payment is deducted from the amounts paid to the franchisee.

If a franchisee is not generating any revenue for note payments, and no payments are being received from the franchisee, the note is considered delinquent and interest accruals are discontinued. An allowance is established for these accounts and any other accounts that management considers to be uncollectable.

If actual defaults are higher than expected management's estimates of the recoverability of amounts due to the Company would be adversely affected. All accounts or portions thereof deemed to be uncollectable or to require an excessive collection cost are written off to the allowance for doubtful accounts.

Property and Equipment

Property and equipment are recorded at cost. Expenditures for renewals and improvements that significantly add to the productive capacity or extend the useful life of an asset are capitalized. Expenditures for maintenance and repairs are charged to expense. When equipment is retired or sold, the cost and related accumulated depreciation are eliminated from the accounts and the resultant gain or loss is reflected in income.

Depreciation is provided using the straight-line method, based on useful lives of the assets which range from three to seven years or the length of the lease term for leasehold improvements.

The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of the assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based upon this assessment there was no impairment at December 31, 2021 and 2020.

Goodwill

Goodwill represents costs in excess of purchase price over the fair value of the assets of businesses acquired, including other identifiable intangible assets.

Goodwill is not amortized, rather potential impairment is considered on an annual basis, or more frequently upon the occurrence of an event or when circumstances indicate that the amount of goodwill is greater than its fair value. As of December 31, 2021 the carrying value of the Company's goodwill was written off.

Payroll Protection Program (PPP) Loan

The Company was granted a \$3,018,400 loan under the PPP administered by a Small Business Administration (SBA) approved partner. The loan is uncollateralized and is fully guaranteed by the Federal government. The Company initially recorded a note payable and subsequently recorded forgiveness when the loan obligation was legally released by the SBA. The Company recognized \$3,018,400 of loan forgiveness income for the year ended December 31, 2021.

Stockholder Note Receivable

Stockholder note receivable consists of a note receivable due from the Company's stockholder. Amounts outstanding on the note receivable were \$2,850,000 and \$3,550,736 at December 31, 2021 and 2020, respectively. The note bears interest at 2.36% and 1.72% at December 31, 2021 and 2020, respectively. The outstanding note is due from the stockholder on demand and no later than January 1, 2027.

As of December 31, 2021 and 2020, the Company's stockholder has the ability and intent to extend the demand notes beyond the current period. As such, the amount has been reclassified as reductions to stockholder's equity in 2021 and 2020.

Income Taxes

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be taxed as an S Corporation. The stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. Certain specific deductions and credits flow through the Company to its stockholders.

The Company evaluates its tax positions that have been taken or are expected to be taken on income tax returns to determine if an accrual is necessary for uncertain tax positions. As of December 31, 2021 and 2020, the unrecognized tax benefits accrual was zero. The Company will recognize future accrued interest and penalties related to unrecognized tax benefits in income tax expense, if incurred.

Revenue Recognition, Deferred Revenue, and Deferred Costs

The Company recognizes initial franchise fee and additional franchise volume revenue and associated costs over time as substantially all material services as outlined in the written franchise agreement have been performed and the franchise reaches customer account fulfillment. Franchise revenue and associated costs for which services have not been performed are deferred for recognition in the future. Revenues from initial franchise fees are segregated into initial services, including training and provision of supplies, and initial account offering. Management anticipates that deferred revenue will be recognized within a 12-month period. The associated deferred costs are recorded up to the amount of the deferred revenue less estimated future costs that will be incurred to earn the revenue. Excess costs are expensed as incurred.

Royalty and advertising revenues are considered sales-based royalties that are related to the Company's performance obligation under the franchise agreement and are billed and recognized monthly as sales occur. These revenues are included in service revenues in the statement of earnings.

Service revenue is recognized over time. Service revenue for which the Company is responsible for the fulfillment of the service and is the primary obligor and is responsible for pricing is recorded on a gross basis while service revenue in which the Company is not the primary obligor and serves as an agent is recorded net of costs paid to the franchisee.

Sales Taxes

The Company collects sales taxes on certain transactions. The Company's accounting policy is to exclude the tax collected and remitted to the states from revenues and cost of revenues.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was approximately \$1,200,000 and \$1,200,000 for the years ended December 31, 2021 and 2020, respectively.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure 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.

Recent Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*, which requires lessees to recognize leases on the balance sheet and disclose key information about leasing arrangements. The new standard establishes a right-of-use (ROU) model that requires a lessee to recognize a ROU asset and lease liability on the balance sheet for all leases with a term longer than 12 months. Leases will be classified as finance or operating, with classification affecting the pattern and classification of the expense recognition in the income statement. The new standard is effective for the Company beginning January 1, 2022. The impact of the adoption of this standard will have a material effect on the Company's financial statements.

Subsequent Events

The Company has evaluated subsequent events through March 31, 2022, the date which the financial statements were available to be issued.

Note 2 - Franchisee Notes Receivable

Franchisee notes receivable consisted of the following at December 31:

	2021	2020
Notes receivable from franchisees; generally bearing interest at 12% with monthly payments of principal and interest over varying periods with maturities ranging from 2022 to 2025; secured by customer service contracts.	\$ 8,945,343	\$ 9,286,045
Less Allowance for Doubtful Accounts	(1,632,628)	(869,199)
	7,312,715	8,416,846
Less Current Maturities	(4,775,450)	(5,034,566)
Long-Term Maturities of Notes Receivable	<u>\$ 2,537,265</u>	<u>\$ 3,382,280</u>

Management has included interest earnings on notes receivable in the franchise fees revenue on the statement of earnings, as management considers the providing of the notes receivable and revenues a part of the franchise sales process. The interest earnings totaled approximately \$647,000 and \$650,000 for the years ended December 31, 2021 and 2020, respectively.

Future maturities of notes receivable, net of allowance for doubtful accounts, are as follows:

Years Ending December 31,	Amount
2022	\$ 4,775,450
2023	2,440,893
2024	92,640
2025	3,732
	<u>\$ 7,312,715</u>

A summary of changes in the allowance for doubtful accounts related to long-term notes receivable for the years ended December 31 is as follows:

	2021	2020
Balance, Beginning of Year	\$ 869,199	\$ 1,200,049
Provision for bad debts	1,400,924	959,420
Receivables written off	(637,495)	(1,290,270)
Balance, End of Year	<u>\$ 1,632,628</u>	<u>\$ 869,199</u>

The Company evaluates the collectability of the balances based on historical experience and the specific circumstances of individual notes, with an allowance for uncollectible amounts being provided, if necessary.

Note 3 - Property and Equipment

Property and equipment consisted of the following at December 31:

	2021	2020
Computer Software	\$ 1,183,577	\$ 911,546
Equipment	697,387	800,156
Leasehold Improvements	698,382	712,217
Furniture	339,895	558,333
Total	2,919,241	2,982,252
Construction in Process	679,966	-
Less accumulated depreciation and amortization	(1,794,017)	(1,569,278)
Property and equipment, net	<u>\$ 1,805,190</u>	<u>\$ 1,412,974</u>

Depreciation expense was \$474,762 and \$486,900 for the years ended December 31, 2021 and 2020, respectively.

Note 4 - Line of Credit

The Company had a \$10,000,000 and \$5,000,000 line of credit as of December 31, 2021 and 2020, respectively. The revolving line bears interest at LIBOR (2.25% and 2.14% at December 31, 2021 and 2020, respectively), as defined by the lender. The line of credit is secured by substantially all of the Company's assets and is personally guaranteed by the stockholder. There was \$0 outstanding on this line of credit at December 31, 2021 and 2020. The line of credit expires on August 10, 2023. The line of credit agreement has covenants requiring the Company to maintain certain financial ratios and levels of net worth.

Note 5 - Notes Payable

Notes payable consists of the following as of December 31:

	<u>2021</u>	<u>2020</u>
Computer Software	\$ 1,183,577	\$ 911,546
Equipment	697,387	800,156
Leasehold Improvements	698,382	712,217
Furniture	<u>339,895</u>	<u>558,333</u>
Total	2,919,241	2,982,252
Construction in Process	679,966	-
Less accumulated depreciation and amortization	<u>(1,794,017)</u>	<u>(1,569,278)</u>
Property and equipment, net	<u><u>\$ 1,805,190</u></u>	<u><u>\$ 1,412,974</u></u>

The notes payable to MidFirst Bank have covenants requiring the Company to maintain a certain financial ratio.

Future maturities of notes payable are as follows:

<u>Years Ending December 31,</u>	<u>Amount</u>
2022	\$ 1,633,012
2023	1,684,099
2024	<u>1,143,472</u>
	<u><u>\$ 4,460,583</u></u>

Note 6 - Deferred Revenue and Costs

The Company received initial franchise fees which did not meet the requirements for revenue recognition as of December 31, 2021 and 2020. Consequently, recognition of the revenue and related costs will be deferred until the requirements are met. Management believes that the costs related to initial franchises exceed the initial franchise revenue. Excess costs are expensed as incurred.

Deferred revenue consisted of the following at December 31:

	2021	2020
Deferred Revenue	\$ 1,332,520	\$ 1,786,444
Less Deferred Direct Franchise Costs	<u>(1,332,520)</u>	<u>(1,786,444)</u>
Deferred Revenue, Net	<u>\$ -</u>	<u>\$ -</u>

The deferred revenue and associated costs will be recognized for each individual franchisee, when the Company has provided the franchisee with the volume of offered accounts purchased by the franchisee. Deferred revenue and related deferred direct franchise costs as of January 01, 2020 was \$1,548,352.

Note 7 - Leases

The Company leases offices, storage facilities, and equipment in multiple states under various short and long-term lease agreements with various expiration dates through August 2025. The leases have rent-free provisions, escalating rent amounts and payment holidays resulting in a deferred rent liability of \$292,318 and \$757,788 for the years ended December 31, 2021 and 2020, respectively.

Future minimum lease payments are as follows:

Years Ending December 31,	Capital Leases	Operating Leases
2022	\$ 8,725	\$ 831,056
2023	-	639,216
2024	-	485,266
2025	-	251,855
	<u>\$ 8,725</u>	<u>\$ 2,207,393</u>
Total minimum lease payments	\$ 8,725	
Less portion representing interest	<u>(88)</u>	
Present value of minimum lease payments	<u>\$ 8,637</u>	

Rent expense was approximately \$916,000 and \$1,000,000 for the years ended December 31, 2021 and 2020, respectively.

Property under capital leases at December 31, 2021 includes:

Equipment	\$ 112,925
Less accumulated amortization	<u>(103,515)</u>
	<u>\$ 9,410</u>

Note 8 - Profit Sharing Plan

The Company maintains a defined contribution profit sharing plan covering all eligible employees defined in the plan. Contributions to the plan are discretionary and determined by the board of directors, subject to limitations allowable under applicable provisions of the Internal Revenue Code. The contributions were approximately \$131,000 and \$73,000 for the years ended December 31, 2021 and 2020, respectively.

Note 9 - Franchise Operations

During the years ended December 31, 2021 and 2020, franchise operations were as follows:

Franchises and Licenses, December 31, 2019	645
Franchises Opened During the Year	135
Franchises Closed During the Year	<u>(138)</u>
Franchises and Licenses, December 31, 2020	642
Franchises Opened During the Year	144
Franchises Closed During the Year	<u>(56)</u>
Franchises, Licenses and Company Owned Regions, December 31, 2021	<u><u>730</u></u>

Note 10 - Major Customers

The Company earned approximately 13% of its service revenues from one major customer during the year ended December 31, 2020. The Company was owed approximately \$840,000 from this major customer at December 31, 2020. There were no concentrations for the year ended December 31, 2021.

Note 11 - Commitments and Contingencies

Under the terms of the Company's franchise agreements, the Company can be liable for certain losses or damages arising from the operations of the franchisees' cleaning service. However, the agreements provide that franchisees will indemnify the Company for all such losses resulting from claims against the Company and require franchisees to carry minimum liability insurance of \$4,000,000.

Upon the sale of a franchise, the Company's obligations are to: (1) provide training for the franchisee; (2) provide the initial service account volume purchased; and (3) replace service account volume for customers terminating service within one year of the commencement of service, subject to certain restrictions.

The Company is also subject to certain claims that arise in the ordinary course of business. In the opinion of management, no pending or threatened claims, actions or proceedings against the Company are expected to have a material adverse effect on the Company's operations or financial condition.

Loans issued under the PPP were subject to good-faith certifications of the necessity of the loan request. Borrowers with loans issued under the program in excess of \$2 million are subject to review by the SBA for compliance with the program requirements. If the SBA determines that a borrower lacked an adequate basis for the loan or did not meet the program requirements, the loan will not be eligible for loan forgiveness and the SBA will seek repayment of the outstanding PPP loan balance.



Financial Statements
December 31, 2020 and 2019
O.P.E.N. America, Inc.
dba OpenWorks

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Independent Auditor's Report

To the Stockholder and Board of Directors
O.P.E.N. America, Inc. dba OpenWorks
Phoenix, Arizona

Report on the Financial Statements

We have audited the accompanying financial statements of O.P.E.N. America, Inc. dba OpenWorks (the Company), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of earnings, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 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.

A handwritten signature in black ink that reads "Eide Sallie LLP". The signature is written in a cursive, flowing style.

Phoenix, Arizona

March 17, 2021

O.P.E.N. America, Inc. dba OpenWorks

Balance Sheets

December 31, 2020 and 2019

	2020	2019
Assets		
Current Assets		
Cash	\$ -	\$ 101,796
Service accounts receivable, net of allowance for doubtful accounts of \$277,388 in 2020 and \$192,427 in 2019	12,680,415	10,669,306
Current maturities of franchisee receivables, net	5,034,566	5,788,264
Prepaid expenses and other assets	397,432	369,218
Deferred franchise costs	1,786,444	1,548,352
Total current assets	19,898,857	18,476,936
Franchisee Receivables, Less Current Maturities	3,382,280	4,528,939
Property and Equipment, Net	1,412,974	1,160,646
Other Assets		
Deposits and other assets	114,885	128,417
Goodwill	43,162	43,162
Total other assets	158,047	171,579
	<u>\$ 24,852,158</u>	<u>\$ 24,338,100</u>
Liabilities and Stockholder's Equity		
Current Liabilities		
Accounts payable	\$ 897,826	\$ 1,433,641
Services payable to franchisees	7,130,918	6,128,401
Accrued expenses	1,779,270	1,325,676
Deferred revenue	1,786,444	1,548,352
Current portion of deferred rent	164,836	665,565
Current maturities of capital lease obligations	42,702	23,558
Current maturities of notes payable on equipment	2,014,981	896,198
Total current liabilities	13,816,977	12,021,391
Long-Term Liabilities		
Line of credit	-	5,619,455
Deferred rent, less current portion	592,952	101,946
Capital lease obligations, less current maturities	7,806	32,751
Notes payable on equipment, less current maturities	4,095,015	3,892,821
Total liabilities	18,512,750	21,668,364
Stockholder's Equity		
Common stock, no par value; 100,000 shares authorized, 1,000 shares issued and 770 shares outstanding	1,000	1,000
Additional paid-in capital	31,766	31,766
Retained earnings	9,905,378	5,638,053
Stockholder note receivable	(3,550,736)	(2,953,083)
Treasury stock	(48,000)	(48,000)
Total stockholder's equity	6,339,408	2,669,736
	<u>\$ 24,852,158</u>	<u>\$ 24,338,100</u>

O.P.E.N. America, Inc. dba OpenWorks

Statements of Earnings

Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Revenue		
Franchise fees	\$ 5,756,996	\$ 7,403,991
Service revenues	<u>83,551,065</u>	<u>75,624,896</u>
Total operating revenue	89,308,061	83,028,887
Cost of Revenues	<u>64,103,235</u>	<u>59,089,331</u>
Gross profit	<u>25,204,826</u>	<u>23,939,556</u>
Operating Expenses		
Selling, general and administrative	<u>20,539,080</u>	<u>24,190,837</u>
Earnings (loss) from operations	<u>4,665,746</u>	<u>(251,281)</u>
Other Income (Expense)		
Other income (expense), net	(163,889)	191,580
Interest expense	<u>(234,532)</u>	<u>(494,715)</u>
Net other income (expense)	<u>(398,421)</u>	<u>(303,135)</u>
Net Earnings (Loss)	<u><u>\$ 4,267,325</u></u>	<u><u>\$ (554,416)</u></u>

O.P.E.N. America, Inc. dba OpenWorks

Statements of Stockholder's Equity
Years Ended December 31, 2020 and 2019

	Common Stock		Additional Paid-in Capital	Retained Earnings	Stockholder Note Receivable	Treasury Stock		Total
	Shares	Amount				Shares	Amounts	
Balance, December 31, 2018	770	\$ 1,000	\$ 31,766	\$ 6,192,469	\$ (2,371,429)	230	\$ (48,000)	\$ 3,805,806
Net loss	-	-	-	(554,416)	-	-	-	(554,416)
Issuance of stockholder note receivable	-	-	-	-	(581,654)	-	-	(581,654)
Balance, December 31, 2019	770	1,000	31,766	5,638,053	(2,953,083)	230	(48,000)	2,669,736
Net earnings	-	-	-	4,267,325	-	-	-	4,267,325
Issuance of stockholder note receivable	-	-	-	-	(597,653)	-	-	(597,653)
Balance, December 31, 2020	<u>770</u>	<u>\$ 1,000</u>	<u>\$ 31,766</u>	<u>\$ 9,905,378</u>	<u>\$ (3,550,736)</u>	<u>230</u>	<u>\$ (48,000)</u>	<u>\$ 6,339,408</u>

O.P.E.N. America, Inc. dba OpenWorks

Statements of Cash Flows

Years Ended December 31, 2020 and 2019

	2020	2019
Operating Activities		
Net earnings (loss)	\$ 4,267,325	\$ (554,416)
Adjustments to reconcile net earnings (loss) to net cash used for operating activities		
Depreciation expense	486,900	434,422
Loss on sale of equipment	-	1,137
Bad debt expense	1,213,673	1,370,641
Franchisee receivables issued for franchise fees	(4,436,852)	(5,947,229)
Effects of changes in operating assets and liabilities:		
Service accounts receivable	(2,857,107)	(801,590)
Prepaid expenses and other assets	(28,214)	(47,506)
Deferred franchise costs	(238,092)	(95,512)
Deposits and other assets	13,532	(25,352)
Accounts payable	(535,815)	346,550
Services payable to franchisees	1,253,668	966,046
Accrued expenses	453,594	(293,332)
Deferred revenue	238,092	95,512
Deferred rent	(9,723)	494,522
Net Cash used for Operating Activities	(179,019)	(4,056,107)
Cash Flows from Investing Activities		
Payments received for franchisee receivables	5,126,638	5,263,013
Purchase of property and equipment	(147,483)	(133,571)
Issuance of note receivable, due from stockholder	(597,653)	(581,654)
Net Cash from Investing Activities	4,381,502	4,547,788
Cash Flows from Financing Activities		
Net borrowings on line of credit	(5,619,455)	(2,693,128)
Proceeds from issuance of note payable	3,018,400	4,240,000
Repayments on notes payable	(1,697,423)	(2,153,012)
Repayments on capital leases	(5,801)	(22,250)
Net Cash used for Financing Activities	(4,304,279)	(628,390)
Net Change in Cash and Cash Equivalents	(101,796)	(136,709)
Cash and Cash Equivalents, Beginning of Year	101,796	238,505
Cash and Cash Equivalents, End of Year	\$ -	\$ 101,796
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	\$ 234,532	\$ 494,715

Note 1 - Principal Activity and Significant Accounting Policies**Principal Business Activity**

O.P.E.N. America, Inc. dba OpenWorks (the Company) was incorporated in the State of Arizona in June 1987. The Company is engaged in the business of providing commercial janitorial services and selling janitorial service franchises to individuals throughout the continental United States. Generally, the Company executes fixed-priced janitorial service contracts for terms of one year or longer and, subsequently, sells the exclusive contract rights to franchisees.

A standard franchise agreement covers a ten-year period and includes an option for the franchisee to renew for two additional ten-year terms. Management anticipates that the renewal options will be exercised. Under a standard franchise agreement, the customers pay the Company which retains a 15% royalty fee. The balance of the amount collected is remitted to the franchisees net of any other amounts due to the Company.

Concentrations of Credit Risk

The Company maintains cash in deposit accounts in federally insured banks. At times, the balance in the accounts may be in excess of federally insured limits.

Service Accounts Receivable

Service accounts receivable are uncollateralized customer obligations. Service accounts receivable are stated at the invoice amount and are due upon receipt.

Generally, account balances with invoices over 30 days old are considered delinquent. Payments of service accounts receivable are applied to the specific invoices identified on the customer's remittance advice or, if unspecified, to the earliest unpaid invoice.

The carrying amount of service accounts receivable is reduced by an allowance that reflects management's best estimate of amounts that will not be collected. The allowance for doubtful accounts is based on management's assessment of the collectability of specific customer accounts and the aging of the accounts receivable. If there is a deterioration of a major customer's credit worthiness or actual defaults are higher than the historical experience, management's estimates of the recoverability of amounts due the Company could be adversely affected. All accounts or portions thereof deemed to be uncollectable or to require an excessive collection cost are written off to the allowance for doubtful accounts and amounts due for additional accounts purchased by the franchisee.

Franchisee Receivables

Franchisee receivables are uncollateralized notes receivable for franchise obligations for initial franchisee fees less any down payment. Notes are for 12 to 48 months at 12% annual interest. Note payments are deducted from the payments due to the franchisees for services performed. Collections on the notes of up to 15% of the franchisees monthly revenue begin when the franchisee begins servicing its first customer. Once the Company has satisfied 50% of its fulfillment obligations, the full monthly note payment is deducted from the amounts paid to the franchisee.

If a franchisee is not generating any revenue for note payments, and no payments are being received from the franchisee, the note is considered delinquent and interest accruals are discontinued. An allowance is established for these accounts and any other accounts that management considers to be uncollectable.

If actual defaults are higher than expected, management's estimates of the recoverability of amounts due to the Company would be adversely affected. All accounts or portions thereof deemed to be uncollectable or to require an excessive collection cost are written off to the allowance for doubtful accounts.

Property and Equipment

Property and equipment are recorded at cost. Expenditures for renewals and improvements that significantly add to the productive capacity or extend the useful life of an asset are capitalized. Expenditures for maintenance and repairs are charged to expense. When equipment is retired or sold, the cost and related accumulated depreciation are eliminated from the accounts and the resultant gain or loss is reflected in income.

Depreciation is provided using the straight-line method, based on useful lives of the assets which range from three to seven years or the length of the lease term for leasehold improvements.

The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of the assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based upon this assessment there was no impairment at December 31, 2020 and 2019.

Goodwill

Goodwill represents costs in excess of purchase price over the fair value of the assets of businesses acquired, including other identifiable intangible assets.

Goodwill is not amortized, rather potential impairment is considered on an annual basis, or more frequently upon the occurrence of an event or when circumstances indicate that the amount of goodwill is greater than its fair value. As of December 31, 2020 and 2019, the carrying value of the Company's goodwill was not considered impaired.

Payroll Protection Program (PPP) Loan

The Company was granted a \$3,018,400 loan under the PPP administered by a Small Business Administration (SBA) approved partner. The loan is uncollateralized and is fully guaranteed by the Federal government. The Company is eligible for loan forgiveness of up to 100% of the loan, upon meeting certain requirements. The Company has recorded a note payable and will record the forgiveness upon being legally released from the loan obligation by the SBA. No forgiveness income has been recorded for the year ended December 31, 2020. The Company intends to apply for forgiveness of the PPP loan in 2021. The Company will be required to repay any remaining balance. The terms of the loan provide for customary events of default including, among other things, payment defaults, breach of representations and warranties, and insolvency events. The loan may be accelerated upon the occurrence of an event of default.

Stockholder Note Receivable

Stockholder note receivable consists of a note receivable due from the Company's stockholder. Amounts outstanding on the note receivable were \$3,550,736 and \$2,953,083 at December 31, 2020 and 2019, respectively. The note bears interest at 1.72% at December 31, 2020. The outstanding note is due from the stockholder on demand and no later than December 31, 2021.

As of December 31, 2020 and 2019, the Company's stockholder has the ability and intent to extend the demand notes beyond the current period. As such, the amount has been reclassified as reductions to stockholder's equity in 2020 and 2019.

Sales Taxes

The Company collects sales taxes on certain transactions. The Company's accounting policy is to exclude the tax collected and remitted to the states from revenues and cost of revenues.

Revenue Recognition, Deferred Revenue, and Deferred Costs

The Company recognizes initial franchise fee and additional franchise volume revenue and associated costs over time as substantially all material services as outlined in the written franchise agreement have been performed and the franchise reaches customer account fulfillment. Franchise revenue and associated costs for which services have not been performed are deferred for recognition in the future. Revenues from initial franchise fees are segregated into initial services, including training and provision of supplies, and initial account offering. Management anticipates that deferred revenue will be recognized within a 12-month period. The associated deferred costs are recorded up to the amount of the deferred revenue less estimated future costs that will be incurred to earn the revenue. Excess costs are expensed as incurred.

Royalty and advertising revenues are considered sales-based royalties that are recognized over time as the franchisee receives the benefits from the services as they are provided. These revenues are included in service revenues in the statement of earnings.

Service revenue is recognized over the term of the customer contract when persuasive evidence of delivery has occurred or services have been rendered. Service revenue for which the Company is responsible for the fulfillment of the service and is the primary obligor and is responsible for pricing is recorded gross basis while service revenue in which the Company is not the primary obligor and serves as an agent the revenue is recorded net of costs paid to franchisee.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was approximately \$1,200,000 and \$1,000,000 for the years ended December 31, 2020 and 2019, respectively.

Income Taxes

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be taxed as an S Corporation. The stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. Certain specific deductions and credits flow through the Company to its stockholders.

The Company evaluates its tax positions that have been taken or are expected to be taken on income tax returns to determine if an accrual is necessary for uncertain tax positions. As of December 31, 2020 and 2019, the unrecognized tax benefits accrual was zero. The Company will recognize future accrued interest and penalties related to unrecognized tax benefits in income tax expense, if incurred.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure 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.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on net earnings (loss) or stockholder's equity.

Recent Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*, which requires lessees to recognize leases on the balance sheet and disclose key information about leasing arrangements. The new standard establishes a right-of-use (ROU) model that requires a lessee to recognize a ROU asset and lease liability on the balance sheet for all leases with a term longer than 12 months. Leases will be classified as finance or operating, with classification affecting the pattern and classification of the expense recognition in the income statement. The new standard is effective for the Company beginning January 1, 2022. The Company is currently assessing the impact of the adoption of this standard but expects it will have a material effect on the financial statements.

Subsequent Events

The Company has evaluated subsequent events through March 17, 2021, the date which the financial statements were available to be issued.

Note 2 - Franchisee Notes Receivable

Franchisee notes receivable consisted of the following at December 31:

	2020	2019
Notes receivable from franchisees; generally bearing interest at 12% with monthly payments of principal and interest over varying periods with maturities ranging from 2021 to 2024; secured by customer service contracts.	\$ 9,286,045	\$ 11,517,252
Less Allowance for Doubtful Accounts	(869,199)	(1,200,049)
	8,416,846	10,317,203
Less Current Maturities	(5,034,566)	(5,788,264)
Long-Term Maturities of Notes Receivable	<u>\$ 3,382,280</u>	<u>\$ 4,528,939</u>

Management has included interest earnings on notes receivable in the franchise fees revenue on the statement of earnings, as management considers the providing of the notes receivable and revenues a part of the franchise sales process. The interest earnings totaled approximately \$650,000 and \$774,000 for the years ended December 31, 2020 and 2019, respectively. The Company had nonaccrual loans of approximately \$0 and \$110,000 as of December 31, 2020 and 2019, respectively.

Future maturities of notes receivable, net of allowance for doubtful accounts, are as follows:

<u>Years Ending December 31,</u>	<u>Amount</u>
2021	\$ 5,034,566
2022	2,715,879
2023	558,176
2024	108,225
	<u>\$ 8,416,846</u>

A summary of changes in the allowance for doubtful accounts related to long-term notes receivable for the years ended December 31 is as follows:

	<u>2020</u>	<u>2019</u>
Balance, Beginning of Year	\$ 1,200,049	\$ 623,449
Provision for bad debts	959,420	961,729
Receivables written off	(1,290,270)	(385,129)
Balance, End of Year	<u>\$ 869,199</u>	<u>\$ 1,200,049</u>

The Company evaluates the collectability of the balances based on historical experience and the specific circumstances of individual notes, with an allowance for uncollectible amounts being provided, if necessary.

Note 3 - Property and Equipment

Property and equipment consisted of the following at December 31:

	<u>2020</u>	<u>2019</u>
Computer Software	\$ 911,546	\$ 911,546
Equipment	800,156	838,336
Leasehold Improvements	712,217	214,903
Furniture	558,333	499,761
Total	2,982,252	2,464,546
Less accumulated depreciation and amortization	<u>(1,569,278)</u>	<u>(1,303,900)</u>
Property and equipment, net	<u>\$ 1,412,974</u>	<u>\$ 1,160,646</u>

Depreciation expense was \$486,900 and \$434,422 for the years ended December 31, 2020 and 2019, respectively.

Note 4 - Line of Credit

The Company entered into a \$10,000,000 line of credit, which increased to \$11,000,000 in June 2019, 2020 and then decreased to \$10,000,000 in March 2020. The revolving line bears interest at LIBOR (2.14% and 3.78% at December 31, 2020 and 2019, respectively). The line of credit is secured by substantially all of the Company's assets and is personally guaranteed by the stockholder. There was \$0 and \$5,619,455 outstanding on this line of credit at December 31, 2020 and 2019, respectively. The line of credit expires on June 25, 2021. The line of credit agreement has covenants requiring the Company to maintain certain financial ratios and levels of net worth.

Note 5 - Notes Payable

Notes payable consists of the following as of December 31:

	<u>2020</u>	<u>2019</u>
Note payable to MidFirst Bank, maturing June 2022, in an original amount of \$1,000,000, payable upon maturity with interest at 4.71%, collateralized by equipment.	\$ -	\$ 804,858
Note payable to Regents Capital Corporation, maturing March 2020, in an original amount of \$303,340, payable in 12 quarterly payments of \$26,928, including interest at 3.95%, collateralized by equipment.	-	26,666
Note payable to Regents Capital Corporation, maturing December 2022, in an original amount of \$204,823, payable in 12 quarterly payments of \$18,413, including interest at 4.75%, collateralized by equipment.	36,195	106,044
Note payable to MidFirst Bank, maturing June 2024, in an original amount of \$4,240,000, payable in monthly installments of \$77,742 with interest at 3.78%, collateralized by equipment.	3,055,401	3,851,451
1.0% Payroll Protection Program loan, due in monthly installments of \$170,820 starting in June 2021, including interest to November 2022, unsecured.	3,018,400	-
Less current maturities	<u>(2,014,981)</u>	<u>(896,198)</u>
Long-term debt, less current maturities	<u>\$ 4,095,015</u>	<u>\$ 3,892,821</u>

The notes payable to MidFirst Bank have covenants requiring the Company to maintain a certain financial ratio.

Future maturities of notes payable are as follows:

<u>Years Ending December 31,</u>	<u>Amount</u>
2021	\$ 2,014,981
2022	2,733,248
2023	896,623
2024	465,144
	<u>\$ 6,109,996</u>

Note 6 - Deferred Revenue and Costs

The Company received initial franchise fees which did not meet the requirements for revenue recognition as of December 31, 2020 and 2019. Consequently, recognition of the revenue and related costs will be deferred until the requirements are met. Management believes that the costs related to initial franchises exceed the initial franchise revenue. Excess costs are expensed as incurred.

Deferred revenue consisted of the following at December 31:

	<u>2020</u>	<u>2019</u>
Deferred Revenue	\$ 1,786,444	\$ 1,548,352
Less Deferred Direct Franchise Costs	<u>(1,786,444)</u>	<u>(1,548,352)</u>
Deferred Revenue, Net	<u>\$ -</u>	<u>\$ -</u>

The deferred revenue and associated costs will be recognized for each individual franchisee, when the Company has provided the franchisee with the volume of offered accounts purchased by the franchisee.

Note 7 - Leases

The Company leases offices, storage facilities, and equipment in multiple states under various short and long-term lease agreements with various expiration dates through August 2025. The leases have rent-free provisions, escalating rent amounts and payment holidays resulting in a deferred rent liability of \$757,788 and \$767,511 for the years ended December 31, 2020 and 2019, respectively.

Future minimum lease payments are as follows:

<u>Years Ending December 31,</u>	<u>Capital Leases</u>	<u>Operating Leases</u>
2021	\$ 43,931	\$ 984,125
2022	7,893	817,929
2023	-	544,548
2024	-	427,236
2025	-	251,855
Thereafter	-	-
	<u>\$ 51,824</u>	<u>\$ 3,025,693</u>
Total minimum lease payments	\$ 51,824	
Less portion representing interest	<u>(1,316)</u>	
Present value of minimum lease payments	<u>\$ 50,508</u>	

Rent expense was approximately \$1,000,000 and \$1,096,000 for the years ended December 31, 2020 and 2019, respectively.

Property under capital leases at December 31, 2020 includes:

Equipment	\$ 112,925
Less accumulated amortization	<u>(74,009)</u>
	<u>\$ 38,916</u>

Note 8 - Profit Sharing Plan

The Company maintains a defined contribution profit sharing plan covering all eligible employees defined in the plan. Contributions to the plan are discretionary and determined by the board of directors, subject to limitations allowable under applicable provisions of the Internal Revenue Code. The contributions were approximately \$73,000 and \$79,000 for the years ended December 31, 2020 and 2019, respectively.

Note 9 - Franchise Operations

During the years ended December 31, 2020 and 2019, franchise operations were as follows:

Franchises and Licenses, December 31, 2018	681
Franchises Opened During the Year	156
Franchises Closed During the Year	(192)
	<hr/>
Franchises and Licenses, December 31, 2019	645
Franchises Opened During the Year	135
Franchises Closed During the Year	(138)
	<hr/>
Franchises, Licenses and Company Owned Regions, December 31, 2020	<hr/> <hr/> 642

Note 10 - Major Customers

The Company earned approximately 13% and 15% of its service revenues from one major customer during the years ended December 31, 2020 and 2019, respectively. The Company was owed approximately \$840,000 and \$1,361,000 from this major customer at December 31, 2020 and 2019, respectively.

Note 11 - Commitments and Contingencies

Under the terms of the Company's franchise agreements, the Company can be liable for certain losses or damages arising from the operations of the franchisees' cleaning service. However, the agreements provide that franchisees will indemnify the Company for all such losses resulting from claims against the Company and require franchisees to carry minimum liability insurance of \$4,000,000.

Upon the sale of a franchise, the Company's obligations are to: (1) provide training for the franchisee; (2) provide the initial service account volume purchased; and (3) replace service account volume for customers terminating service within one year of the commencement of service, subject to certain restrictions.

The Company is also subject to certain claims that arise in the ordinary course of business. In the opinion of management, no pending or threatened claims, actions or proceedings against the Company are expected to have a material adverse effect on the Company's operations or financial condition.

Loans issued under the PPP were subject to good-faith certifications of the necessity of the loan request. Borrowers with loans issued under the program in excess of \$2 million are subject to review by the SBA for compliance with the program requirements. If the SBA determines that a borrower lacked an adequate basis for the loan or did not meet the program requirements, the loan will not be eligible for loan forgiveness and the SBA will seek repayment of the outstanding PPP loan balance. As such, the potential exists that the Company may be deemed ineligible for loan forgiveness and be required to repay the loan.

EXHIBIT K
LIST OF AGENTS FOR SERVICE OF PROCESS

O.P.E.N. America Inc.'s statutory agent for service of process in Arizona, its state of incorporation is:

SS AGENT SERVICES LLC
2826 South Carriage Lane
Mesa, AZ 85202

In addition, O.P.E.N. America Inc. has a statutory agent for service of process in the following states:

<u>State</u>	<u>Name and Address of Agent</u>
California	California Commissioner of Financial Protection and Innovation 2101 Arena Blvd Sacramento, CA 95834 (866) 275-2677
Hawaii	Commissioner of Securities Hawaii Dept. of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Suite 203 Honolulu, HI 96813 (808) 586-2722
Illinois	Illinois Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4462
Indiana	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204 (317) 232-6531
Maryland	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360
Michigan	Corporations, Securities and Land Development Bureau Michigan Department of Consumer and Industry Services 6546 Mercantile Way P.O. Box 30222 Lansing, MI 48909 (517) 241-6470

Minnesota	Commissioner of Commerce Minnesota Department of Commerce 85-7 th Place East St. Paul, MN 55101-2198 (651) 539-1445
New York	Secretary of State 99 Washington Avenue Albany, NY 12231 (518) 474-0050
North Dakota	Securities Commissioner 600 East Boulevard, 5 th Floor Bismarck, ND 58505 (701) 328-2910
Rhode Island	Rhode Island DBR – Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02920 (401) 462-9527
South Dakota	Director of the Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (701) 328-2910
Virginia	Clerk of the State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733
Washington	Washington Securities Commissioner 150 Israel Rd. SW Tumwater, WA 98501 (360) 903-8760
Wisconsin	Administrator Division of Securities State of Wisconsin, Department of Financial Institutions 4822 Madison Yards Way Madison, Wisconsin 53705 (608) 261-7577

If a state is not listed, O.P.E.N. America, Inc. dba OpenWorks has not appointed an agent for service process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which O.P.E.N. America, Inc. dba OpenWorks has appointed an agent for service of process.

EXHIBIT L
RENEWAL AMENDMENT
TO
FRANCHISE AGREEMENT

THIS RENEWAL AMENDMENT (the “**Amendment**”) is made by and between O.P.E.N. America, Inc., an Arizona corporation (“**OpenWorks**”), and _____ (“**Franchisee**” or “**you**”), as an amendment to the new, replacement Franchise Agreement dated as of _____, 20__ (the “**Franchise Agreement**”), which OpenWorks and Franchisee are entering into to extend their current, expiring franchise relationship. This Amendment is to be effective concurrently with the Franchise Agreement.

A. Defined Terms. All capitalized terms used in this Amendment shall have the meanings defined in the Franchise Agreement unless otherwise expressly defined in this Amendment.

B. Renewal Fee. The renewal fee is \$2,500 and is due when the Franchise Agreement is signed. Section 6.1 of the Franchise Agreement regarding the Initial Fee is therefore deleted in its entirety and left blank.

C. No Initial Training. OpenWorks will not provide you with any initial training, and the requirement that you successfully complete initial training is waived. Section 5.1.1 of the Franchise Agreement is therefore deleted in its entirety and left blank.

D. No Starter Kits. OpenWorks will not provide you with a free “starter” kit of equipment and/or supplies. Section 5.3 of the Franchise Agreement is therefore deleted in its entirety and left blank.

E. No Initial Volume. OpenWorks will not provide you with any initial Account Volume. Section 5.2.1 of the Franchise Agreement is therefore deleted in its entirety and left blank.

F. Release. Franchisee, and if Franchisee is a corporation or other legal entity, the undersigned principals of Franchisee, each individually and on behalf of their respective entities, predecessors, successors and assigns, and each such entity’s shareholders, officers, directors, agents, employees, insurers, servants, partners, members, attorneys and managers, and all of their respective heirs and personal representatives (individually and collectively the “**Releasing Parties**”), do hereby fully release, remise and forever discharge OpenWorks and its predecessors and their past and present shareholders, officers, directors, agents, employees, for, from and against any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, injuries, expert fees, damages and liabilities of every kind and character whatsoever, including, without limitation, any action, omission, misrepresentation or other basis of liability founded either in tort or contract and the duties arising thereunder, that any of the Releasing Parties has had in the past, or now has, whether known or unknown, absolute or contingent, whether currently existing or hereafter asserted, by reason of any matter, cause or thing set forth in, relating to or arising out of, or in any way connected with or resulting from the grant of Franchisee’s franchise by OpenWorks or the performance by OpenWorks under the expiring Franchise Agreement between Franchisee and OpenWorks, provided, however, that the foregoing release and discharge shall not apply to obligations or rights as expressly set forth in this Renewal Amendment or to the future performance of the Franchise Agreement. The general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

G. Interpretation. In the event of any conflict between the express provisions of this Amendment and the Franchise Agreement, the terms of this Amendment shall control. This Amendment is hereby incorporated by reference into the Franchise Agreement. Except as expressly amended by this Amendment, the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Renewal Amendment to be effective concurrently with the Franchise Agreement.

Franchisee:

(Entity Name – If Applicable)

By: _____
(Signature)

(Type or Print Name) (Type or Print Name)

Its: _____
(Title)

Dated: _____, 20__

OpenWorks:

O.P.E.N. America, Inc., an Arizona corporation

By: _____
(Signature)

Its: _____
(Title)

Dated: _____ 20__

Principals of Franchisee:

(Signature)

(Type or Print Name)

Dated: _____, 20__

(Signature)

(Type or Print Name)

Dated: _____, 20__

EXHIBIT M



Liability Deduction Form

Name: _____

Address: _____

Phone Number: _____

I/We have elected to participate in the insurance program sponsored by OpenWorks and not obtain similar coverage elsewhere. Therefore, I/we hereby authorize and direct OpenWorks to arrange for us to be covered by the program sponsored by OpenWorks and direct OpenWorks to pay the fees from my/our monthly gross income. The current fees are described below but I/we understand that the fee may be adjusted by OpenWorks to account for increased insurance and handling costs. I/We understand that this figure includes a handling charge by OpenWorks.

I/We understand that coverage under this policy is for standard business liability insurance coverage only and that I/we am/are still responsible for all other insurance and/or business services bonding requirements under the Franchise Agreement.

Print Name: _____

Print Name: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Please remember that if you opt to carry your own liability insurance policy, you MUST furnish us with proof of current insurance coverage at all times.

Monthly Fees
Currently 3.6% of monthly gross income Subject to change upon notice



Workman Compensation Deduction Form

Name: _____

Address: _____

Phone Number: _____

I/We have elected to participate in the insurance program sponsored by OpenWorks and not obtain similar coverage elsewhere. Therefore, I/we hereby authorize and direct OpenWorks to arrange for us to be covered by the program sponsored by OpenWorks and direct OpenWorks to pay the fees from my/our monthly gross income. The current fees are described below but I/we understand that the fee may be adjusted by OpenWorks to account for increased insurance and handling costs. I/We understand that this figure includes a handling charge by OpenWorks. The dispute resolution provisions of the Franchise Agreement, including arbitration, apply to this election.

I/We understand that coverage under this policy is for standard business liability insurance coverage only and that I/we am/are still responsible for all other insurance and/or business services bonding requirements under the Franchise Agreement.

Print Name: _____

Print Name: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Please remember that if you opt to carry your own liability insurance policy, you MUST furnish us with proof of current insurance coverage at all times.

Monthly Fees
Currently 2% - 6% Depends on your State Subject to change upon notice

EXHIBIT N

The Franchise Agreement provides that OpenWorks will evaluate your credit history prior to signing the Franchise Agreement and at any time you finance any Marketing Fee. Following are "Candidate Disclosure / Authorization Regarding Procurement of Consumer Reports" and "Candidate Release Authorization" forms that OpenWorks' vendor uses in connection with the background check as of the date the Franchise Disclosure Document was issued. The documents and vendor we use in connection with the background check may be changed by OpenWorks without notice.

Franchisee Disclosure / Authorization Regarding Procurement of Consumer Reports

O.P.E.N America, Inc. an Arizona Corporation, dba OpenWorks (the “Company”) will order a consumer report and/or investigative consumer report (“background check report”) on you in connection with your application to purchase a franchise from the Company, we may order additional background check reports on you without obtaining additional consent, where permissible by law. The consumer reporting agency (“Consumer Reporting Agency”) that will prepare the report is ADP Screening and Selection Services, 301 Remington Street, Fort Collins, Colorado 80524, telephone 800-367-5933. In the event that information from the report is utilized in whole or in part in making an adverse decision with regard to your purchase of a franchise, before making the adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the law.

You have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested. Such disclosure will be made to you within 5 days of the date on which we receive the request from you or within 5 days of the time the report was first requested, whichever is the later. To receive this information or to inspect any files concerning such a report or to determine if a report has been requested, you may contact the Company or the Consumer Reporting Agency.

The Fair Credit Reporting Act and certain state laws give you specific rights in dealing with consumer reporting agencies. You will find these rights in the attached documents.

Please be advised that we may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living. By your signature below, you hereby authorize us to order consumer and/or investigative consumer reports including, but not limited to, the following information: social security number validation; criminal, public, educational and, as appropriate, driving records; employment history and earnings history; military service; credit reports, licensing and certification checks, and drug testing results. The information may be obtained from private and public repositories of information, and can be disclosed to the processing agency below and its agents.

I agree that a facsimile or photocopy of this form is valid just like the original form.

This report will be processed by:
ADP Screening and Selection Services
301 Remington Street
Fort Collins, Colorado 80524 800-367-
5933

Applicant's Name: _____
(Please Print)

Applicant's Address: _____

City/State/Zip: _____

Signature: _____

Social Security Number: _____

For Identification Purposes Only: Date of Birth: _____

Franchisee Candidate Release Authorization

- I. In connection with my application to purchase a franchise from OpenWorks (the Company), I understand that a consumer report and/or an investigative consumer report will be ordered that may include information as to my character, general reputation, personal characteristics, mode of living, work habits, performance, and experience, along with reasons for termination of past employment. I understand that in compliance with applicable law and as directed by company policy and consistent with the job described, you may be requesting information from public and private sources about, but not limited to, my: workers' compensation injuries, driving record, court record, education, credentials, credit, and references. If company policy requires, I am willing to submit to drug testing to detect the use of illegal drugs prior to and during employment.
- II. Medical and workers' compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws. According to the Fair Credit Reporting Act, I am entitled to know if my franchise application is denied because of information obtained by the Company from a Consumer Reporting Agency. If so, I will be notified and given the name and address of the agency or the source that provided the information.
- III. I acknowledge that a telephonic facsimile (FAX) or photographic copy shall be as valid as the original. This release is valid for most federal, state and county agencies including the Minnesota Department of Labor.
- IV. Washington and California applicants only: if you want a free copy of the report(s) ordered, check this box ☐. The report(s) will be sent to you by the consumer reporting agency listed here. The reports will be processed by: ADP Screening and Selection Services, 301 Remington Street, Fort Collins, Colorado 80524. See attached Franchisee Candidate Disclosure / Authorization Form for other notices.
- V. I hereby authorize, without reservation, any law enforcement agency, institution, information service bureau, school, employer, reference or insurance company contacted by OpenWorks (the Company) or its agent, to furnish the information described in Section I.
- VI. I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer to OpenWorks. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released by my previous employer, is limited to the following DOT-regulated items: alcohol tests with a result of 0.04 or higher, verified positive drug tests, refusals to be tested, other violations of DOT agency drug and alcohol testing regulations, information obtained from previous employers of a drug and alcohol rule violation and any documentation of completion of the return-to-duty process following a rule violation.
- VII. Nothing herein shall constitute any acknowledgement that the Fair Debt Collection Practices Act and/or the Fair Credit Reporting Act, in whole or in part, apply to the transaction envisioned between OpenWorks and the Consumer. In addition, nothing herein shall be construed as creating, confirming or ratifying the creation of an employer-employee relationship between OpenWorks and the Consumer, it being the intention of the parties that no such relationship has, or will be, created. Rather, the legal relationship to be created is one involving a Franchisor and a Franchisee with the Consumer serving as a principal of the Franchisee and/or a guarantor of the Franchisee.

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes. I hereby release the Franchisor and agents and all persons, agencies, and entities providing information or reports about me from any and all liability arising out of the requests for or release of any of the above mentioned information or reports.

Please print your full name	LAST	FIRST	MIDDLE
-----------------------------	------	-------	--------

Please print other names you have used

Home Address	City	State	Zip Code
--------------	------	-------	----------

Social Security Number	Date of Birth (FOR IDENTIFICATION PURPOSES ONLY)
------------------------	--

The following states require sex and race to obtain information: AL, AR, FL, GA, IA, IL, IN, MI, OR, SC, TX, WI

Sex: ☐ Male ☐ Female Race: ☐ Asian ☐ Black/African American ☐ Hispanic/Latino ☐ White ☐ Other

Driver's License Number	State Issuing License	Name as it appears on license
-------------------------	-----------------------	-------------------------------

I PROMISE THE INFORMATION THAT I PROVIDED ON THIS FORM IS TRUE AND CORRECT. I UNDERSTAND THAT DISHONESTY WILL DISQUALIFY ME FROM CONSIDERATION FOR PURCHASE OF A FRANCHISE.

Signature

Today's Date

EXHIBIT O

**ASSIGNMENT
OF MAJORITY INTEREST IN
FRANCHISE RIGHTS
TO OTHER INDIVIDUAL(S)**

THIS ASSIGNMENT OF MAJORITY INTEREST IN FRANCHISE RIGHTS TO OTHER INDIVIDUAL(S) (this "**Assignment**") is made and to be effective as of the ____ day of _____, 20__, by and between _____ ("**Seller**") and _____ ("**Buyer**").

1. Assignment. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller sets over, transfers and assigns to Buyer, effective as of _____, 20__ (the "**Closing Date**"), ____% [50% or more but less than 100%] of Seller's ownership interests as Franchisee under the Franchise Agreement dated _____, _____ ("**Seller's Agreement**") by and between Seller and O.P.E.N. America, Inc., an Arizona corporation ("**Franchisor**"), relating to a janitorial services franchise with a _____ franchise package to be operated in the State of _____.

2. Payments to Franchisor. On or before the Closing Date, Seller shall pay to Franchisor all royalties, advertising contributions, accounts payable and all other amounts owed by Seller to Franchisor, plus a transfer fee of \$ _____.

3. Representations and Warranties. As an inducement to Franchisor to consent to this Assignment, Seller and Buyer represent and warrant to Franchisor as follows:

- a.** Seller and Buyer desire to assign the partial ownership interest in the franchise from Seller to Buyer for their own business purposes, and have requested that Franchisor consent to this Assignment.
- b.** There has been no material adverse change in the information provided to Franchisor regarding Seller or Buyer; and no default or event of default has occurred under Seller's Agreement, nor under any other agreement between Franchisor and Seller or Buyer, and no event has occurred which, with the passage of time, or the giving of notice, or both, would constitute such a default or event of default.
- c.** As of the Closing Date, the full legal names of Seller and Buyer, and their respective percentage interests in the franchised business, and their respective residential addresses, and telephone numbers, are as follows:

	%	
		Telephone:

INT _____ / INT _____

_____	_____ %
_____	Telephone: _____
_____	_____
_____	_____
_____	_____ %
_____	Telephone: _____
_____	_____
_____	_____

4. **Assumption by Buyer.** Buyer hereby assumes, and Buyer and Seller hereby agree to be bound by and perform, all obligations of Seller under Seller's Agreement that by their terms or nature continue in effect after the termination of Seller's Agreement.

5. **Termination of Seller's Agreement.** By mutual agreement, Seller and Franchisor hereby terminate Seller's Agreement, effective as of the Closing Date.

6. **Training.** *(Check the box that applies)*

- ☐ Buyer must pay Franchisor a training fee of \$_____ and complete Franchisor's initial training program to Franchisor's satisfaction.
- (or) ☐ Buyer does not have to complete Franchisor's initial training program.

7. **Buyer's Acknowledgments.** Buyer hereby acknowledges that: (a) all financial information about the business was provided by Seller; (b) Franchisor has not verified such information and does not represent that it is correct; (c) Buyer has performed his or her own independent diligence regarding the business, and decided to purchase the partial interest in the business at the agreed price based solely on Buyer's own diligence; (d) Franchisor makes no representation as to whether the purchase price is "fair" or "reasonable"; (e) the financial results of the business may not be the same when controlling ownership of the business changes; and (f) Franchisor's approval of the transfer to Buyer does not constitute a guaranty or representation that the business will be profitable or successful.

8. **Franchise Agreement.** Seller and Buyer hereby agree to execute and deliver to Franchisor, concurrently herewith, Franchisor's current form of Franchise Agreement (the "**New Agreement**") together with all ancillary documents relating to the franchise, including without limitation the attached Non-Disclosure and Non-Competition Agreement. Except as provided in Section 4 above, the New Agreement shall entirely replace Seller's Agreement. The current form of Franchise Agreement which is the New Agreement is hereby amended as follows:

INT _____ / INT _____

- a. **Initial Fee.** Franchisor waives the initial franchise fee.
- b. **Franchise Term.** The term of the New Agreement shall be shortened to match the term of Seller's Agreement, and shall expire on _____, 20__ (unless renewed as provided in the New Agreement).
- c. **No Supplies.** Franchisor will not provide any equipment or supplies to Seller and Buyer under the New Agreement.
- d. **Training.** Franchisor will not provide any initial training unless training is provided for in Section 6 above and Franchisor is paid the stated training fee.
- e. **Initial Accounts.** *(Check the box that applies)*
- ☐ Franchisor has already offered Seller the Initial Account Volume (as defined in Seller's Agreement) that Franchisor is obligated to provide under Seller's Agreement, and Franchisor will not be obligated to offer any Initial Account Volume (as defined in the New Agreement) to Seller and Buyer under the New Agreement.
- (or) ☐ Franchisor will provide Seller and Buyer with the Seller's remaining unfulfilled initial Account Volume of \$_____ by _____, 20__ (which Franchisor was obligated under Seller's Agreement to provide to Seller as of the Closing Date), but Franchisor will not have any further obligations to Seller and Buyer to provide any Initial Account Volume (as defined in the New Agreement).
- f. **Trial Period.** Seller and Buyer hereby accept and agree to service under the New Agreement all of the existing customer accounts previously serviced by Seller under Seller's Agreement. Franchisor shall have no further obligations to Seller or Buyer with respect to any refunds, trial period, Franchisee rights of refusal or guaranteed replacement with respect to such existing accounts. If Franchisor is obligated to provide Buyer with any initial Account Volume under Section 8.e immediately above, then the provisions of the New Agreement with respect to refunds, a trial period, _____ (___) rights of refusal and guaranteed replacement shall apply to just the Initial Account Volume to be provided by Franchisor under Section 8.e.

9. **Waiver and Release.** Seller hereby fully releases, remises and forever discharges Franchisor, and its predecessors, and their past and present shareholders, officers, directors, agents, insurers, and employees, for, from and against any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages, injuries, expert fees, and liabilities of every kind and character whatsoever, including, without limitation, any action, omission, misrepresentation or other basis of liability founded either in tort or contract and the duties arising thereunder, that the releasing party has had in the past, or now has, whether known or unknown, absolute or contingent, whether currently existing or hereafter asserted, by reason of any matter, cause or thing set forth in, relating to or arising out of, or in any way connected with or resulting from the grant of Seller's franchise by Franchisor to Seller or the performance by Franchisor under Seller's Agreement; provided, however, that the foregoing release and discharge shall not apply to obligations or rights as expressly set forth in this Assignment or to the future performance of the New Agreement.

10. **Governing Law.** This Assignment shall be construed in accordance with, and it shall be governed by, the laws of the State of Arizona.

INT _____ / INT _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

SELLER:

BUYER:

Signature

Signature

Print Name

Print Name

Dated: _____, 20__

Dated: _____, 20__

BUYER:

Signature

Print Name

Dated: _____, 20__

**CONSENT TO TRANSFER BY
O.P.E.N. AMERICA, INC.**

In consideration of the payment of a transfer fee of \$_____ and the foregoing release, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the conditions in the foregoing Assignment, O.P.E.N. America, Inc. hereby consents to the foregoing Assignment of the partial franchise rights of _____ to _____ and none other. If there is a dispute regarding the Seller and/or Buyer and O.P.E.N. America, Inc. is named as a party, then the dispute resolution provisions in the Seller's Agreement and the New Agreement apply to the dispute.

O.P.E.N. America, Inc.,
an Arizona corporation

By: _____

Its: _____

Dated: _____, 20__

INT _____ / INT _____

**ASSIGNMENT
OF ALL
FRANCHISE RIGHTS
TO OTHER INDIVIDUAL(S)**

THIS ASSIGNMENT OF ALL FRANCHISE RIGHTS TO OTHER INDIVIDUAL(S) (this "Assignment") is made and to be effective as of the ____ day of _____, 20__, by and between _____ ("Seller") and _____ ("Buyer").

1. Assignment. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller sets over, transfers and assigns to Buyer, effective as of _____, 20__ (the "Closing Date"), all of Seller's right, title and interest as Franchisee under the Franchise Agreement dated _____, _____ ("Seller's Agreement") by and between Seller and O.P.E.N. America, Inc., an Arizona corporation ("Franchisor"), relating to a janitorial services franchise with a _____ franchise package to be operated in the State of _____.

2. Payments to Franchisor. On or before the Closing Date, Seller shall pay to Franchisor all royalties, advertising contributions, accounts payable and all other amounts owed by Seller to Franchisor, plus a transfer fee of \$ _____.

3. Representations and Warranties. As an inducement to Franchisor to consent to this Assignment, Seller and Buyer represent and warrant to Franchisor as follows:

- a. Seller and Buyer desire to assign the franchise rights from Seller to Buyer for their own business purposes, and have requested that Franchisor consent to this Assignment.
- b. There has been no material adverse change in the information provided to Franchisor regarding Seller or Buyer; and no default or event of default has occurred under Seller's Agreement, nor under any other agreement between Franchisor and Seller or Buyer, and no event has occurred which, with the passage of time, or the giving of notice, or both, would constitute such a default or event of default.
- c. Seller has offered the Franchisor a first right of refusal to acquire the Seller's right, title and interest in Seller's franchised business, as provided in Seller's Agreement.

4. Assumption by Buyer. Buyer hereby assumes and agrees to be bound by and perform all obligations of Seller under Seller's Agreement that by their terms or nature continue in effect after the termination of Seller's Agreement.

5. Termination of Seller's Agreement. By mutual agreement, Seller and Franchisor hereby terminate Seller's Agreement, effective as of the Closing Date. Seller agrees to comply with all of the post termination obligations in Seller's Agreement, including without limitation the covenants prohibiting Seller from using confidential information and engaging in any competitive business.

6. Training. *(Check the box that applies)*

☐ Buyer must pay Franchisor a training fee of \$ _____ and complete Franchisor's initial training program to Franchisor's satisfaction.

(or) ☐ Buyer does not have to complete Franchisor's initial training program.

7. Buyer's Acknowledgments. Buyer hereby acknowledges that: (a) all financial information about the business was provided by Seller; (b) Franchisor has not verified such information and does not represent that it is correct; (c) Buyer has performed his or her own independent diligence regarding the business, and decided to

INT _____ / INT _____

purchase the business at the agreed price based solely on Buyer's own diligence; (d) Franchisor makes no representation as to whether the purchase price is "fair" or "reasonable"; (e) the financial results of the business may not be the same when it is operated by Buyer; and (f) Franchisor's approval of the transfer to Buyer does not constitute a guaranty or representation that the business will be profitable or successful.

8. Franchise Agreement. Buyer hereby agrees to execute and deliver to Franchisor, concurrently herewith, Franchisor's current form of Franchise Agreement ("**Buyer's Agreement**") together with all ancillary documents relating to the franchise, including without limitation the attached Non-Disclosure and Non-Competition Agreement. Except as provided in Sections 4 and 5 above, Buyer's Agreement shall entirely replace Seller's Agreement. The current form of Franchise Agreement which is Buyer's Agreement is hereby amended as follows:

- a. **Initial Fee.** Franchisor waives the initial franchise fee.
- b. **Franchise Term.** The term of Buyer's Agreement shall be shortened to match the term of Seller's Agreement, and shall expire on _____, 20__ (unless renewed as provided in Buyer's Agreement).
- c. **No Supplies.** Franchisor will not provide Buyer with any equipment or supplies.
- d. **Training.** Franchisor will not provide any initial training unless training is provided for in Section 6 above and Franchisor is paid the stated training fee.

- e. **Initial Accounts.** *(Check the box that applies)*

☐ Franchisor has already offered Seller the Initial Account Volume (as defined in Seller's Agreement) that Franchisor is obligated to provide under Seller's Agreement, and Franchisor is not obligated to offer Buyer any Initial Account Volume (as defined in Buyer's Agreement).

(or) ☐ Franchisor will provide Buyer with the Seller's remaining unfulfilled Initial Account Volume of \$_____ by _____, 20__ (which Franchisor was obligated under Seller's Agreement to provide to Seller as of the Closing Date), but Franchisor will not have any further obligations to Buyer to provide any Initial Account Volume (as defined in Buyer's Agreement).

- f. **Trial Period.** Buyer hereby accepts and agrees to service all of the customer accounts being transferred to Buyer by Seller. Franchisor shall have no further obligations to Seller or Buyer with respect to any refunds, trial period, Franchisee rights of refusal or guaranteed replacement of the Accounts transferred from Seller to Buyer. If Franchisor is obligated to provide Buyer with any Initial Account Volume under Paragraph 8.e immediately above, then the provisions of Buyer's Agreement with respect to refunds, a trial period, _____ (___) rights of refusal and guaranteed replacement shall apply to just the Initial Account Volume to be provided by Franchisor to Buyer under Section 8.e.

9. Waiver and Release. Seller hereby fully releases, remises and forever discharges Franchisor, and its predecessors, and their past and present shareholders, officers, directors, agents and employees, for, from and against any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, without limitation, any action, omission, misrepresentation or other basis of liability founded either in tort or contract and the duties arising thereunder, that the releasing party has had in the past, or now has, whether known or unknown, absolute or contingent, whether currently existing or hereafter asserted, by reason of any matter, cause or thing set forth in, relating to or arising out of, or in any way connected with or resulting from the grant of Seller's franchise by Franchisor to Seller or the performance by Franchisor under Seller's Agreement; provided, however, that the foregoing release and discharge

INT _____ / INT _____

shall not apply to obligations or rights as expressly set forth in this Assignment or to the future performance of the Buyer's Agreement.

10. Governing Law. This Assignment shall be construed in accordance with, and it shall be governed by, the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

SELLER:

BUYER:

Signature

Signature

Print Name

Print Name

Dated: _____, 20__

Dated: _____, 20__

INT _____ / INT _____

**CONSENT TO TRANSFER BY
O.P.E.N. AMERICA, INC.**

In consideration of the payment of a transfer fee of \$_____ and the foregoing release, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the conditions in the foregoing Assignment, O.P.E.N. America, Inc. hereby consents to the foregoing Assignment of the franchise rights of _____ to _____ and none other. If there is a dispute regarding the Seller and/or Buyer and O.P.E.N. America, Inc. is named as a party, then the dispute resolution provisions in the Seller's Agreement and the New Agreement apply to the dispute.

Dated: _____, 20__

O.P.E.N. America, Inc.,
an Arizona corporation

By: _____

Its: _____

INT _____ / INT _____

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective date stated below:

California	December 22, 2021
Illinois	Pending
Indiana	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Wisconsin	Pending

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

RECEIPTS

THIS DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

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 O.P.E.N. AMERICA, INC. OFFERS YOU A FRANCHISE, O.P.E.N. AMERICA, INC. MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE PAYMENT TO US OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE OR GRANT.

IF O.P.E.N. AMERICA, INC. DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT OR MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580, AND YOUR STATE AGENCY LISTED IN THE STATE AGENCIES EXHIBIT.

THE FRANCHISOR IS O.P.E.N. AMERICA, INC., DBA OPENWORKS, LOCATED AT 2355 E. CAMELBACK ROAD, SUITE 600, PHOENIX, ARIZONA 85016. ITS TELEPHONE NUMBER IS (602) 224-0440.

THE NAME, PRINCIPAL BUSINESS ADDRESS AND TELEPHONE NUMBER OF EACH FRANCHISE SELLER FOR THIS OFFERING IS:

___ Liz Caracciolo (Corporate/Arizona) 2355 E. Camelback Rd., Suite 600, Phoenix, AZ 85016, Telephone # (800) 777-6736
 ___ Victoria Rose Murray (Corporate/Arizona) 2355 E. Camelback Rd., Suite 600, Phoenix, AZ 85016, Telephone # (800) 777-6736
 ___ Ed Pim (Corporate/Arizona) 2355 E. Camelback Rd., Suite 600, Phoenix, AZ 85016, Telephone # (800) 777-6736
 ___ Heather Zorge (Corporate/Arizona) 2355 E. Camelback Rd., Suite 600, Phoenix, AZ 85016, Telephone # (800) 777-6736
 ___ Misty Connaughton (Corporate/Arizona) 2355 E. Camelback Rd., Suite 600, Phoenix, AZ 85016, Telephone # (800) 777-6736

Issuance Date: March 31, 2022

See Exhibit K for our registered agents authorized to receive service of process.

I have received a Franchise Disclosure Document dated March 31, 2022, that included the following Exhibits:

Exhibit A:	List of State Franchise Administrators	Exhibit F:	Equipment Purchase Agreement
Exhibit B:	State-Specific Addenda	Exhibit G:	Table of Contents of the Operations and Safety Manual
Exhibit C:	Franchise Agreement and Attachments	Exhibit H:	List of Current Franchisees
	Attachment 1: Business Equipment Packages	Exhibit I:	List of Former Franchisees
	Attachment 2: Terms	Exhibit J:	Financial Statements
	Attachment 3: Personal Guaranty	Exhibit K:	List of Agents for Service of Process
	Attachment 4: Non-Disclosure and Non-Competition Agreement	Exhibit L:	Renewal Amendment to Franchise Agreement
	Attachment 5: Trademarks	Exhibit M:	Insurance Applications
	Attachment 6: Spousal Consent	Exhibit N:	Background Check Release and Authorization
	Attachment 7: Addendums Required by Certain States	Exhibit O:	Assignments of Franchise Rights
			State Effective Dates
Exhibit D:	Promissory Note		Receipts
Exhibit E:	Agreement for Account Assignment or Increase		

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 F: 4409981.1
 G: 4409983.1
 H: 4397455.2

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 J: 4409993.1
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 N: 4410016.1
 O: 4410018.1

SED: 4410024.1
 RCPTS: 4410025.1

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 FRANCHISEE'S
 COPY**

RECEIPTS

Date: _____
(do not leave blank)

Signature of Prospective Franchisee
individually, and on behalf of any entity to be
formed.

Print Name

Please sign this copy of this receipt, PRINT YOUR NAME, date your signature, and return to OpenWorks at 2355 E. Camelback Road, Suite 600, Phoenix, Arizona 85016.

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