

## FRANCHISE DISCLOSURE DOCUMENT

Coverall North America, Inc. (a Delaware Corporation) d/b/a Coverall®  
350 SW 12<sup>th</sup> Avenue  
Deerfield Beach, Florida 33442  
|1-800-537-3371  
[www.coverall.com](http://www.coverall.com)



The Franchised Business will operate a commercial cleaning franchise utilizing our Coverall® Program.

The total investment necessary to begin operation of a Coverall franchised business is \$17,917 to \$62,908 depending on the package size you choose. This includes \$16,560 to \$42,870 that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. This disclosure document is available electronically in Adobe Acrobat PDF format through a link from DocuSign sent via email.

The terms of your contract ("Franchise Agreement") 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](http://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.

**This disclosure document is issued as of March 26, 2024**

## 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
<b>How much can I earn?</b>	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 Exhibit E.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Exhibit B includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Coverall business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be a Coverall franchisee?</b>	Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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 C.

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. The franchise agreement requires that all disagreements be resolved by binding arbitration and not in a court of law. This means that you agree you are not eligible for trial by jury in a court of law and you further waive the right to proceed as a class action. The arbitration will occur in the area in which franchised business conducts its business with the costs being shared equally by franchised business and Coverall.

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.



## MICHIGAN FRANCHISE INVESTMENT LAW:

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
  - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
  - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
  - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

If the franchisor's most recent financial statements are unaudited and which show a net worth of less than \$100,000.00 shall, at the request of a franchisee arrange for the escrow of initial investment and other funds paid by the franchisee or subfranchisor until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan Consumer Protection Division  
MI Office of the Attorney General  
Attn: Franchise Section  
P.O. Box 30213  
Lansing, MI 48913  
(517) 373-7117

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## Exhibits

- A. Contracts
  - A.1 Coverall Franchise Agreement  
(Transfer of a Franchised Business Page 1) (Successor Term Form Page 1)
    - a. Promissory Note
    - b. Customer Transfer Form (for transfers)
    - c. Customers Serviced Form (for successor term)
  - A.2 Guaranty to Coverall Franchise Agreement
  - A.3 Confidentiality/Non-Solicitation Agreement
  - A.4 Confidentiality Agreement for Franchised Business's Employees
  - A.5 Equipment Purchase Agreement
- B. Consolidated Financial Statements for Coverall Acquisition, LLC and Subsidiaries
- C. List of Administrators and Agents for Service of Process
- D. Initial Equipment and Supply Package List
- E. List of Franchised Businesses for Coverall and its Service Franchises
- F. Confidentiality and Non-Disclosure Agreement
- G. Franchised Business Customer Acceptance Forms
- H. State Specific Addenda and Franchise Agreement Amendments
- I. Current List of Regional Support Centers
- J. State Effective Date Page
- K. Electronic Disclosure Receipt

**COVERALL NORTH AMERICA, INC.  
FRANCHISE DISCLOSURE DOCUMENT**

**ITEM 1 - THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES**

To simplify the language in this Franchise Disclosure Document, "we" and "our" means Coverall North America, Inc. ("Coverall"), the franchisor. "You" and "your" means the corporation or the limited liability company that is awarded a Coverall franchise. We only award Coverall franchises to corporations or limited liability companies (as awarded, "Franchised Businesses") and we do not award Coverall franchises to individuals or sole proprietorships. You must keep separate accounting, banking, and financial records for the Franchised Business. Prior to signing the Franchise Agreement, the Franchised Business must obtain a Federal Employer Identification Number a business license, if applicable.

We were incorporated in the State of Delaware on February 26, 1985, and we have no predecessor. CNA Holding Corporation ("Holding"), a Delaware corporation incorporated on February 4, 2005, owns 100% of the stock of Coverall and is our direct parent company.

On July 1, 2021, Wellspring Capital Management LLC ("Wellspring") purchased Holding and its subsidiaries, including Coverall. The principal business address of Wellspring is 605 Third Avenue, 44th Floor, New York, NY 10158. Wellspring exercises oversight of Coverall via subsidiaries including the indirect parent company Coverall Acquisition, LLC. Wellspring's subsidiaries have never offered franchises for Coverall and, except as described below, have never offered franchises in any other line of business. Caring Brands International ("CBI") is a subsidiary of Wellspring, and therefore an affiliate of Coverall, that offers franchises. The principal business address of CBI is 1551 Sawgrass Corp. Pkwy, Ste.230 Sunrise, FL 33323. CBI owns and operates the following franchise brands:

- Interim Healthcare Inc. ("IHC") is a franchisor of home care, hospice, and healthcare staffing services in the United States. IHC was established in 1966 and has offered franchises for IHC branded outlets since 1968. As of December 31, 2023, there were 4 company owned and 240 franchised IHC branded outlets operating in the United States.
- Bluebird Care ("BC") is a franchisor of non-medical care services in England, Wales, Scotland, Northern Ireland and the Republic of Ireland. BC was established in 2004 and has offered franchises for BC branded outlets since 2007. As of December 31, 2023, there were 0 company owned and 227 franchised BC outlets operating in the United Kingdom and Ireland.
- Just Better Care ("JBC") is a franchisor of in-home non-medical and medical care services throughout Australia. JBC was established in 2005 and has offered franchises for JBC branded outlets since 2006. As of December 31, 2023, there were 2 company owned and 49 franchised JBC outlets operating Australia.

Holding formerly owned 100% of the stock of Restroom Authority, Inc. ("RA"), a Delaware corporation formed on December 14, 2004 to provide services to hospitality facilities. On December 7, 2012, RA was dissolved out of existence. On August 1, 2008, Holding became the sole shareholder of Majco, Inc. ("MI"), a Pennsylvania corporation and Coverall Service Franchisee (as defined below). On August 7, 2008, MI merged with Majco Acquisition, LLC ("Majco"), a Delaware limited liability company formed on July 31, 2008; Majco merged with Coverall on March 31, 2011, and Coverall is the surviving corporation. MI is our predecessor at MI's former locations in Pennsylvania. On February 27, 2009, Holding became the sole shareholder of Triesler Company, Inc. ("Triesler"), a North Carolina corporation and Coverall Service Franchisee (as defined below). On March 2, 2009, Triesler merged with Coverall of the Carolinas Acquisition, LLC ("Carolinas"), a Delaware limited liability company formed on February 27, 2009; Carolinas merged with Coverall on March 31, 2011, and Coverall is the surviving corporation. Triesler is our predecessor at Triesler's former locations in North Carolina and South Carolina. On March 30, 2010, Coverall became the sole shareholder of Coverall of Boston, Inc. ("CBI") a Delaware corporation, and CBI was dissolved on December 31, 2015 and no longer conducts business. CBI was formerly a wholly-owned subsidiary of Coverall and offered the same type of franchises we do in the commercial industry in Massachusetts. Effective June 20, 2011, Verica, LLC's Service Franchise for the Iowa and Nebraska territory was terminated, and they are our predecessor. On May 17, 2012, Coverall became the sole shareholder of Melton Franchise

Systems, Inc. ("MFS"), a California corporation, and a Coverall Service Franchisee, and in March 2022, MFS merged into Coverall, and Coverall is the surviving corporation. MFS was a wholly owned subsidiary of Coverall and offered under the Coverall® name the same type of franchises as Coverall does in the commercial cleaning industry. On July 31, 2016, Coverall purchased the assets of Cavalier Services, Inc. ("Cavalier"), an Oregon corporation, a former Coverall Service Franchisee. Cavalier is our predecessor in Oregon. On January 31, 2018, Holding became the sole shareholder of 4444 International, Inc., a Florida corporation and Coverall Service Franchisee doing business as Coverall of Central Florida ("4444"). Effective January 31, 2018, 4444 merged with Coverall, and Coverall is the surviving corporation. 4444 is our predecessor in the Orlando area of Florida. On June 1, 2020, Coverall became the sole shareholder of Plymouth Ridge, Inc., a Minnesota corporation and Coverall Service Franchisee doing business as Coverall of the Twin Cities, Inc. ("Plymouth Ridge"). Effective June 2, 2020, Plymouth Ridge merged with Coverall, and Coverall is the surviving corporation. Plymouth Ridge is our predecessor in the Minneapolis-St. Paul, Minnesota area. On January 31, 2022, Coverall became the sole shareholder of Warjon, Inc., a Florida corporation and Coverall Service Franchisee doing business in Florida, North Carolina, Texas, and Arizona ("Warjon"). Effective February 1, 2022, Warjon merged with Coverall, and Coverall is the surviving corporation. Warjon is our predecessor in various regions in Florida, North Carolina, Texas, and Arizona.

Our global support center and the principal offices for Holding are located at 350 SW 12th Avenue, Deerfield Beach, Florida 33442. The principal offices for Coverall Acquisition, LLC are located at 605 Third Avenue, 44<sup>th</sup> Floor, New York, NY 10158. Our agents for service of process are listed in Exhibit C. We do business at the regional sales and support centers listed in Exhibit E. Our business experience includes offering commercial cleaning and related special services Coverall Franchises ("Commercial Cleaning Franchises" or "Coverall Franchises") since July 1985, offering Service Franchises since October 1986, and offering Territory Franchises (as defined below) since May 1996.

Except as set forth above, we have not conducted businesses of any kind, nor have we offered a franchise in any other line of business.

## **The Business Opportunity We Offer**

Historically, we have offered three types of franchises in the commercial janitorial cleaning industry: Commercial Cleaning Franchises, Service Franchises (also called "Master Franchises"), and Territory Franchises. We presently offer and award only Commercial Cleaning Franchises and are not offering or awarding new Service or Territory Franchises; we have no current Territory Franchises. This Franchise Disclosure Document is for use in offering and awarding only Commercial Cleaning Franchises.

Commercial Cleaning Franchises are independent franchised businesses licensed by us to use Coverall® tradenames, trademarks, and the proprietary Coverall Program. Typical commercial janitorial services which Franchised Businesses will likely provide, regardless of the size of the franchise package Franchised Business purchases include, but are not limited to: floor care, trash and waste removal, sanitizing surfaces and equipment, dusting, restroom cleaning, vacuuming, and light maintenance. Special services are one-time or periodic cleaning contracts which include, but are not limited to: day porter services, special event cleanup, blind cleaning, light bulb changing, deep cleaning, upholstery cleaning, machine scrub and rinse, strip and finish, scrub and recoat, windows, carpet extraction, carpet encapsulation and electrostatic disinfection. Competitors include other commercial janitorial and building cleaning services, such as small independent operators, other commercial cleaning franchises, and large commercial cleaning businesses. We distinguish ourselves from our competitors with our Coverall® Program.

Service Franchises are independent businesses licensed by us to use the Coverall® tradenames, trademarks, System, and business model to offer, sell, and service commercial cleaning franchises under agreements between those Service Franchises and their own franchisees. Service Franchises were sold only in metropolitan or other designated territories and in foreign countries, and Service Franchises are permitted to offer, sell, and service their own franchises only in the territories where the Service Franchises are located. We no longer offer new Service Franchises but may renew certain existing Service Franchises.

We license all of our Franchised Businesses to use the Coverall® Program to conduct and promote their independent businesses.

As an incentive to contribute to the growth of the Coverall® Program, we offer eligible Franchised Businesses a \$500 referral fee for each prospective Franchised Business they introduce to Coverall. To be eligible to receive the referral fee: (i) the referring Franchised Business must be in good standing with us - - that means, the referring Franchised Business must not be in default of its obligations under the Franchise Agreement; (ii) the referral must be documented in writing (for example, the referring Franchised Business introduces us to the prospective Franchised Business via email); (iii) the prospective Franchised Business executes our then-current Franchise Agreement and pays the associated Initial Franchise Fee within 6 months of the date of the referral; and (iv) the referring Franchised Business is a current Franchised Business at the time the referral fee is payable. Within 60 days following the execution of the Franchise Agreement and our receipt of the Initial Franchise Fee, we will pay a one-time \$500 fee to the referring Franchised Business; provided that all of the foregoing conditions have been satisfied. We may, in our sole discretion, modify or discontinue this referral program at any time.

### **Applicable Regulations**

You must comply with federal, state, and local regulations concerning the delivery of commercial cleaning and related special services by your business. We are not aware of any special laws covering the commercial janitorial business, but every municipal body or state may have local laws governing the right to do business in their locale. Certain services that your franchised business will provide are governed by state and local licensing laws. For example, the state in which you will operate your Coverall franchise may require you to obtain a general contractor's license. You must obtain all such licenses before opening your business and performing such services, and you agree to maintain all such licenses at all times during the term and any renewal term of the Franchise Agreement. You should investigate the application of these laws further.

### **ITEM 2 - BUSINESS EXPERIENCE**

#### **CHARLES DANIEL: CHIEF EXECUTIVE OFFICER AND SOLE DIRECTOR**

From August 2017 to December 2021, Mr. Daniel served as Coverall's Chief Financial Officer and Treasurer in Deerfield Beach, Florida. In December 2021, Mr. Daniel was promoted to Chief Executive Officer and Sole Director of Coverall.

#### **KEVIN HARRISON: CHIEF FINANCIAL OFFICER**

Mr. Harrison has served as Coverall's Chief Financial Officer since March 2022. Previously, Mr. Harrison served as Vice President – Finance for ServiceMaster Brands in Memphis, Tennessee from September 2015 until May 2019, and Vice President – Finance for Wood & Laminate North America for Mohawk Industries, Inc. in Calhoun, Georgia from June 2019 until March 2022 before joining Coverall.

#### **TYLER DICKINSON: CHIEF SALES OFFICER**

Since August 2019, Mr. Dickinson has served as Coverall's Chief Sales Officer in Deerfield Beach, Florida. Mr. Dickinson was formerly Coverall's Divisional Vice President Sales for the West Division from June 2015 to August 2019 in San Diego, California.

#### **SHIRLEY KLEIN: CHIEF OPERATIONS OFFICER**

Since August 2017, Ms. Klein has served as Coverall's Chief Operations Officer, in Deerfield Beach, Florida.

#### STEPHEN KLOPPENBURG: VICE PRESIDENT OF OPERATION

From August 2022, Mr. Kloppenburg has served as Coverall's Vice President of Operations in Deerfield Beach, Florida. Mr. Kloppenburg served as Divisional Director at Coverall from May 2016 through August 2022.

#### ADAM WALKER: VICE PRESIDENT AND GENERAL COUNSEL

Since September 2022, Mr. Walker has served as Coverall's Vice Present and General Counsel in Deerfield Beach, Florida. Mr. Walker previously served as Corporate General Counsel in Atlanta, Georgia for Edible Arrangements, LLC from August 2020 to September 2022. Prior to his time at Edible Arrangements, LLC, Mr. Walker served as Director-Counsel at HSN, Inc. in St. Petersburg, Florida from June 2016 to August 2020.

#### ALAN HARRIS: VICE PRESIDENT, NATIONAL ACCOUNTS

Since June 2018, Mr. Harris has served as Coverall's Vice President, National Accounts in Deerfield Beach, Florida.

#### NICOLE IVEY: VICE PRESIDENT OF MARKETING

Since July 2016, Ms. Ivey has served as Coverall's Vice President of Marketing in Deerfield Beach, Florida.

#### KATHY JONES: VICE PRESIDENT OF HUMAN RESOURCES

Since November 2012, Ms. Jones has served as Coverall's Vice President of Human Resources in Deerfield Beach, Florida.

#### WARREN VAUGHN, JR.: VICE PRESIDENT, INFORMATION TECHNOLOGY

Since February 2019, Mr. Vaughn has served as Coverall's Vice President, Information Technology in Deerfield Beach, Florida.

#### EDWARD CRUZ: DIVISIONAL VICE PRESIDENT OPERATIONS - WEST

Since June 2015, Mr. Cruz has served as Coverall's Divisional Vice President for West Division in San Francisco, California.

#### MARK EICHENBERGER: DIVISIONAL VICE PRESIDENT SALES – CENTRAL

Since October 2018, Mr. Eichenberger has served as Coverall's Divisional Vice President Sales - Central in Pittsburgh, Pennsylvania.

#### TOM MARCUS: DIVISIONAL VICE PRESIDENT OF SALES – WEST

Since November 2022, Mr. Marcus has served as Coverall's Vice President of Sales - West . Previously, Mr. Marcus served as a Coverall Regional Sales Manager from January 2020 to November 2022 and Divisional Sales Training Manager from March 2016 to January 2020.

#### NICK JACKSON: DIVISIONAL VICE PRESIDENT OF SALES – EAST

Since October 2022, Mr. Jackson has served as our Divisional Vice President - East in Atlanta, Georgia. From January 2018 to October 2022, Mr. Jackson served as the Regional Sales Manager for Atlanta in Atlanta, Georgia.



**JOSHUA WAGER: DIVISIONAL VICE PRESIDENT, OPERATIONS – CENTRAL**

Since August 2022, Mr. Wager has served as our Divisional Vice President, Operations – Central in Brookfield, Wisconsin. From October 2017 to August 2022, Mr. Wagner served as our Division Director, Operational Development in Brookfield, Wisconsin.

**SARAH HAMMOND: DIVISIONAL VICE PRESIDENT OF OPERATIONS – EAST**

From April 2023 to present, Ms. Hammond has served as our Divisional Vice President of Operations - East in Charlotte, South Carolina. Previously, from June 2018 to April 2023, Ms. Hammond served as General Manager with Coverall in Philadelphia, Pennsylvania.

**ELIZABETH ZUNIGA: GENERAL MANAGER**

From February 2022 to present, Ms. Zuniga has served as Coverall's General Manager in Austin, Texas, adding the San Antonio, Texas region to her management portfolio in June 2023. From April 2013 to January 2022, Ms. Zuniga served as Regional Director for Warjon, Inc. dba Coverall in Austin, Texas

**BILL ENTRIKIN: GENERAL MANAGER**

From February 2003 to present, Mr. Entrikin has served as a General Manager at Coverall in Charlotte, North Carolina.

**JEFFREY PETERSON: GENERAL MANAGER**

From January 2017 to present Mr. Peterson has served as a Coverall General Manager in Chicago, Illinois.

**CHRIS TAYLOR: GENERAL MANAGER**

From January 2009 to present, Mr. Taylor has served as Coverall's General Manager in Cincinnati, Ohio, adding the Dayton, Ohio region to his management portfolio in May, 2023.

**ANTHONY HADAD: GENERAL MANAGER**

From July 2020 to present, Mr. Hadad has served as a General Manager at Coverall in Cleveland, Ohio. From July 1995 to September 2019, Mr. Hadad served as Area Manager at Clerac LLC in Strongsville, Ohio.

**TIM LEIGH: GENERAL MANAGER**

From September 2002 to present, Mr. Leigh has been with Coverall, currently serving as a General Manager in Columbus, Ohio.

**IVY HARPER: GENERAL MANAGER**

From June 2010 to present, Ivy Harper has served as General Manager with Coverall in Detroit, Michigan.

**JAMES BROWNING: GENERAL MANAGER**

From June 2016 to present, Mr. Browning has served as a Coverall General Manager in Fort Myers, Florida.

**VANNESA TORRES: GENERAL MANAGER**

From February 2022 through the present, Ms. Torres has served as a General manager with Coverall in Gainesville and Ocala, Florida. From February 2010 to February 2022, Ms. Torres served as a Regional Director of Warjon, Inc. dba Coverall of North Central Florida.

**GUY MAKIMOTO: GENERAL MANAGER**

From December 2014 to present, Mr. Makimoto has served as a Coverall General Manager in Honolulu, Hawaii.

**KARENN RIFAI: GENERAL MANAGER**

From April 2020 to present, Ms. Rifai has served as a Coverall General Manager in Houston, Texas. Ms. Rifai was formerly a Field Consultant for Vanguard Cleaning Systems in Houston, Texas from July 2019 to April 2020, and Director of Franchise for Smith and Associates in Houston, Texas from April 2014 to April 2019.

**HECTOR GONZALEZ: GENERAL MANAGER**

From October 2023 through the present, Mr. Gonzalez has served as General Manager with Coverall in Jacksonville, Florida and Daytona, Florida. From July 2023 to October 2023, Mr. Gonzalez served as a Franchise Development Consultant with Coverall in Jacksonville, Florida. From March 2019 through May 2023 Mr. Gonzalez served as Human Resources Manager at Allbright of Jax, Inc.

**RUDINIA MESITI: GENERAL MANAGER**

From March 2022 through the present, Ms. Mesiti has served as a General Manager with Coverall in Las Vegas, Nevada. From January 2018 to March 2022, Ms. Mesiti served as a Franchise Development Consultant with Coverall in Las Vegas, Nevada.

**Juan SEBASTIAN ROMERO: GENERAL MANAGER**

From June 2020 to present, Mr. Romero has served as a General Manager with Coverall in Long Island, New York. Mr. Romero was formerly the Director of Operations at Globall Concepts in Plainview, New York from May 2019 to October 2019. Mr. Romero was formerly a Senior Manager of Sporting Operations & Strategy for Red Bull New York, Inc. in Harrison, New Jersey from January 2010 to March 2019.

**PIO GANABAN: GENERAL MANAGER**

From November 2018 to present, Mr. Ganaban has been a General Manager with Coverall in Los Angeles, California.

**RICHARD STANLEY: GENERAL MANAGER**

From December 2016 to present, Mr. Stanley has served as a General Manager with Coverall in Baton Rouge, Louisiana.

**JOHANNE MORALES: GENERAL MANAGER**

From November 2017 to present, Johanne Morales has served as a General Manager with Coverall in Madison, Wisconsin.

**JEFFREY SEAVERT: GENERAL MANAGER**

From May 2014 to present, Mr. Seavert has served as a General Manager with Coverall in Milwaukee, Wisconsin.

**MIGDALIA ESTRADA: GENERAL MANAGER**

From August 2022 to present, Ms. Estrada has served as a General Manager with Coverall in Hamilton, New Jersey. From June 2010 until August 2022, Ms. Estrada served as a Franchise Development Consultant with Coverall in Lyndhurst, New Jersey.

**VINCENT PARDO: GENERAL MANAGER**

From July 2016 to present, Mr. Pardo has served as a General Manager with Coverall in Omaha, Nebraska.

**PAUL BURBOA: GENERAL MANAGER**

From September 2023 to present, Mr. Burboa has served as a General Manager with Coverall in Orange County, California. Prior to this, Mr. Burboa served as a District Manager for Chemical Guys/Smart LLC from July 2022 through May 2023 in Los Angeles, California. From July 2020 to July 2022, Mr. Burboa served as Area Manager at Amazon, Inc. in Los Angeles, California and from September 2014 to July 2020, he served as General Manager for World Market Corporation in Los Angeles, California.

**JAMES WARNER: GENERAL MANAGER**

From September 2016 to present, Mr. Warner has served as a Coverall General Manager in Beaverton, Oregon.

**EDWARD CLAYTON: GENERAL MANAGER**

From February 2018 to present, Mr. Clayton has served as a General Manager with Coverall in Orlando, Florida.

**SAMUEL TAVAREZ: GENERAL MANAGER**

From February 2017 to the present, Mr. Tavarez has served as a General Manager with Coverall in Palm Beach, Florida.

**JEROME MARTINELLI: GENERAL MANAGER**

From June 2023 to the present, Mr. Martinelli has served as General Manager of Coverall in Philadelphia, Pennsylvania. From August 2022 to June 2023, Mr. Martinelli served as General Manager at Charles P. Rogers in King of Prussia, Pennsylvania, and from August 2019 to June 2023, he was the owner of JAM Professional Services in Broomall, Pennsylvania.

**WILLIAM BROWN: GENERAL MANAGER**

From February 2022 through the present, Mr. Brown has served as a General Manager with Coverall in Phoenix, Arizona. From June 2021 through January 2022, Mr. Brown served as a General Manager with Warjon, Inc. in Phoenix, Arizona. From December 2017 to May 2021, Mr. Brown was the owner of Alien Donuts in Phoenix, Arizona.

**JAMES BELLANTE: GENERAL MANAGER**

From September 2014 to present, Mr. Bellante has served as a Coverall General Manager in Pittsburgh, Pennsylvania.

**JAMIE NELSON: GENERAL MANAGER**

From November 2022 through the present, Jamie Nelson has served as a General Manager with Coverall in Raleigh/Durham, North Carolina. Prior to that, from September 2017 to November 2022, Jamie Nelson served as Store Manager for Sherwin Williams in Garner, North Carolina.

**PHILIP WALDROP: GENERAL MANAGER**

From August 2023 to present, Mr. Waldrop has served as General Manager with Coverall in Richmond, Virginia. From October 2019 to August 2023, Mr. Waldrop served as an Associate, Coach and in the Management Development Program for GEICO in Fredericksburg, Virginia. From March 2014 to October 2019, Mr. Waldrop served as Associate, District Sales Coordinator and Regional Trainer for Aflac in Richmond, Virginia.

**CYNTHIA SALAS: GENERAL MANAGER**

From March 2021 to present, Ms. Salas has been a Coverall General Manager in Sacramento, California. Ms. Salas was formerly a Coverall Field Consultant from January 2021 until March 2021, and a Coverall Business Development Manager from August 2017 to December 2020.

**CHRISTINA KAPUA: GENERAL MANAGER**

From August 2023 to present, Ms. Kapua has served as General Manager at Coverall in San Bernardino, California. Ms. Kapua previously served as an Executive Sales Consultant with Coverall from February 2016 to June 2019 in Honolulu, Hawaii and from June 2019 to July 2023 as an Executive Sales Consultant with Coverall in San Bernardino, California.

**KEVIN SOOY: GENERAL MANAGER**

From May 2023 to present, Mr. Sooy has served as General Manager of Coverall in San Diego, California. Prior to this, Mr. Sooy served as Director for Compass at Qualcomm, from January 2017 to December 2022 in San Diego, California.

**LESLIE GAMEZ: GENERAL MANAGER**

From March 2019 to present, Ms. Gamez has served as a General Manager with Coverall in San Francisco, California. Ms. Gamez was previously the Vice President of Franchising for KidsPark, Inc. in San Jose, California from May 1994 to March 2019.

**NELSON QUINTERO: GENERAL MANAGER**

From March 2017 to present, Mr. Quintero has served as a General Manager with Coverall in Miramar, Florida.

**EVAN BERNER: GENERAL MANAGER**

From June 2016 to present, Mr. Berner has served as a Coverall General Manager in Tampa, Florida.

**TIMOTHY J. PUGH: GENERAL MANAGER**

From February 2022 through the present, Mr. Pugh has served as a General Manager with Coverall in Tucson, Arizona. From February 2014 to February 2022, Mr. Pugh served as a Regional Director for Warjon, Inc. in Tucson, Arizona.

**CHAD HARCK: GENERAL MANAGER**

From June 2020 to present, Mr. Harck has served as Coverall's General Manager in Bloomington, Minnesota. Mr. Harck was previously the Director of Operations with Plymouth Ridge, Inc. d/b/a Coverall of Twin Cities in Bloomington, Minnesota from July 2001 to June 2020.

**DAVID SERPA, JR.: GENERAL MANAGER**

From March 2018 to present, Mr. Serpa has served as a General Manager with Coverall in Ventura, California.

**MICHAEL MALONEY: GENERAL MANAGER**

From March 2015 to present, Mr. Maloney has served as a General Manager with Coverall in Virginia Beach, Virginia.

**CLAUDIA SIBRIAN: GENERAL MANAGER**

From October 2023 to present, Ms. Sibrian has served as General Manager with Coverall in Washington, D.C. Ms. Sibrian previously served as Field Development Consultant with Coverall from November 2015 to October 2023.

**PATRICK FOX: GENERAL MANAGER**

From April 2023 to the present, Mr. Fox has served as General Manager for Coverall in Fresno, California, prior to which Mr. Fox served as Sales Manager for Coverall in San Diego, California from June 2022 to April 2023, as Coverall's a Franchise Development Consultant from May 2020 to June 2022 in Fresno, California, and as Coverall's Business Development Manager from February 2018 to May 2020 in Fresno, California.

### BRIAN KEIL: GENERAL MANAGER

From February 2023 to present, Mr. Keil has served as General Manager of Coverall in Sandy, Utah. From March 2021 to February 2023, Mr. Keil served as a Franchise Sales Consultant for Lendio in Lehi, Utah. From November 2016 to March 2021, Mr. Keil served as a Franchise Onboarding / Sales Coach for InXpress in South Jordan, Utah.

### MICHELLE JOHNSON: GENERAL MANAGER

From October 2023 to present, Ms. Johnson has served as General Manager of Coverall for the territories of Rhode Island and Connecticut in Westerly, Rhode Island. Ms. Johnson previously served as Regional General Manager at Servpro in Westerly, Rhode Island from November 2022 to October 2023. From October 2018 to December 2022, Ms. Johnson served as Director of Operations at Harbor Lights in Warrick, Richmond.

## ITEM 3 - LITIGATION

### **Holding:**

### **Concluded:**

Sabrina Laguna v. Coverall North America, Inc., et al (Superior Court of California County of San Diego, Civil Action No. 37-2008-00089347-CU-OE-CTL) filed August 8, 2008. See case description under Coverall's litigation.

Other than this one action, no litigation of Holding is required to be disclosed in this Item.

### **Coverall:**

### **Pending:**

Caribe Billie and Quincy Reeves vs. Coverall North America, Inc. (United States District Court, District of Connecticut, Case No. 3:19-cv-00092-JCH) filed January 17, 2019. Plaintiffs, franchisees of R & B Services, Inc. d/b/a Coverall of Connecticut & Westchester ("RB"), Coverall's former master franchisee, filed this putative class action claiming that Coverall violated various sections of the Connecticut Minimum Wage Act. Plaintiffs sought wages allegedly withheld under the Connecticut Minimum Wage Act; penalties, attorney's fees, a refund of all franchise fees and additional fees paid by the putative class members, punitive damages, interest, costs, and injunctive and declaratory relief. On March 20, 2019, Coverall filed a Motion to Dismiss for lack of personal jurisdiction over Coverall, or, in the Alternative, to Compel Arbitration, or in the Alternative, to Dismiss for Plaintiff's failure to state a claim. On March 12, 2020, the Court denied Coverall's motion to dismiss but granted Coverall's motion to compel arbitration. On June 18, 2020, Reeves filed a Demand for Arbitration, *Quincy Reeves ("Reeves") vs. Coverall North America, Inc.* (American Arbitration Association, Case No. 01-20-0007-2506). Billie also filed a Demand for Arbitration, *Caribe Billie ("Billie") vs. Coverall North America, Inc.* (American Arbitration Association, Case No. 01-20-0007-2501). Coverall and Billie arbitrated Billie's claims and, on February 1, 2022, the Billie arbitrator issued an interim decision in favor of Billie. In March of 2022, the parties stipulated to damages of \$56,164. The arbitrator issued an award in that amount, which Coverall paid in July 2022. On March 9, 2021, Reeves joined with Veronica Flores, another franchisee of RB (*Veronica Flores vs. Coverall North America, Inc.*, American Arbitration Association, Case No. 01-20-0015-7022) to file a Motion to Lift Stay on the ground they allegedly could not afford to pursue arbitration. In March 2022, the district court judge issued a ruling partially in plaintiffs' favor, allowing Reeves (but not Flores) to proceed in district court. Coverall appealed this decision to the Second Circuit Court of Appeals and, on March 14, 2023, the Second Circuit Court of Appeals issued a Summary Order reinstating the arbitral stay. By Order dated March 15, 2023, the Second Circuit reversed the district court and reinstated the stay. Coverall subsequently settled its disputes with both Reeves (in November 2023 for the amount of \$20,000) and Flores (in or around April of 2023 for the amount of \$15,000).

Carlos Rivas vs. Coverall North America, Inc. (United States District Court Central District of California Case No. 8:18-cv-01007-JGB-KK). On June 7, 2018, Plaintiff, a then-current franchisee, filed a complaint under the Private Attorney General Act of 2004 (“PAGA”) seeking a declaration and finding that Coverall violated the California Labor Code due to, among other things, (i) charging cleaning workers for their jobs and failure to reimburse them for all necessary expenditures; (ii) failing to provide itemized wage statements in violation of the California Labor Code; (iii) taking unauthorized deductions from its workers’ pay in violation of the California Labor Code; (iv) failing to pay all wages twice in each calendar month and paying them late in violating of the California Labor Code; and (iv) failing to maintain payroll records in violation of the California Labor Code. Plaintiff seeks to recover all penalties, pre- and post-judgment interest, reasonable attorney’s fees, costs and expenses, and injunctive relief. On March 21, 2019, Coverall filed an Answer to Complaint and Counterclaim requesting a declaratory judgment that the Franchise Agreement be deemed null and void if Plaintiff was deemed an employee rather than an independent contractor. On March 29, 2019, Plaintiff filed a First Amended Complaint, again claiming (though PAGA) violations of the California Labor Code. Coverall filed an Answer on April 12, 2019, denying the material allegations of the Amended Complaint. On May 17, 2019, Plaintiff filed a Motion to Dismiss Coverall’s Counterclaim, and this motion was denied on July 12, 2019. On November 11, 2019, Plaintiff filed a Motion for Summary Judgment. On November 18, 2019, Coverall filed a Motion to Compel Arbitration. On January 21, 2020, the Court denied Coverall’s Motion to Compel Arbitration. On February 7, 2020, Coverall filed a Notice of Appeal (United States Court of Appeals for the Ninth Circuit Court, Case No. 20-55140). After the Ninth Circuit denied the appeal, Coverall petitioned the U.S. Supreme Court for a writ of certiorari. In December 2021, the Supreme Court agreed to hear a companion case, *Viking River Cruises*, regarding the same arbitrability issue, and ultimately decided that PAGA representative claims could be arbitrated individually and that a PAGA claim must be dismissed once an individual’s PAGA claim is sent to arbitration. The Supreme Court then granted Coverall’s petition, reversed the 9<sup>th</sup> Circuit, and remanded the matter to the 9<sup>th</sup> Circuit for further proceedings consistent with its opinion in the *Viking River Cruises* case. On September 21, 2022, the 9<sup>th</sup> Circuit remanded the matter to the District Court, which compelled arbitration of Rivas’ individual claims and dismissed Rivas’ non-individual claims by order dated November 28, 2022. On December 18, 2022, Rivas appealed that decision to the 9<sup>th</sup> Circuit. That appeal remains pending. Coverall disputes these claims and is vigorously defending this action.

Sergio Gonzalez v. Coverall North America, Inc. (United States District Court, Central District of California, Civil Action No. 5:16-CV-02287-JGB-KK) filed November 2, 2016. Plaintiff, a current franchisee, filed this putative class action claiming Coverall violated various sections of the California Labor Code by misclassifying its franchisees as independent contractors, requiring its franchisees to pay for their cleaning work, requiring franchisees to pay franchise and additional business fees and other charges improperly deducted from their alleged “pay,” failing to provide proper itemized wage statements, failing to pay wages twice each calendar month, failing to maintain payroll records, and engaging in unfair competition. Plaintiff seeks certification of the putative class action, a declaration and finding that Coverall violated the California Labor Code; compensatory damages, underpaid wages and deductions, liquidated damages, interest, costs and attorneys’ fees and injunctive relief. Plaintiff also seeks penalties on behalf of the State under PAGA. On April 13, 2017, the Court granted Coverall’s Motion to Compel Arbitration and stayed all proceedings pending a decision on arbitrability by the arbitrator. Plaintiff filed a motion with the Court on April 24, 2017 to dismiss the case so he could appeal the court’s decision. On June 1, 2017, Plaintiff filed a Notice of Appeal with the United States Court of Appeals for the Ninth Circuit of the District Court’s Order of April 13, 2017 granting Coverall’s Motion to Compel Arbitration (United States Court of Appeals for the Ninth Circuit Court, Case No. 17-55787). On February 22, 2019, the Ninth Circuit dismissed Plaintiff’s appeal for lack of jurisdiction.

On March 8, 2019, Plaintiff filed a Renewed Motion to Reopen Case with the District Court, which was denied on April 19, 2019. On May 6, 2019, Plaintiff filed a Notice of Appeal of the Order denying the Motion to Reopen Case (United States Court of Appeals for the Ninth Circuit Court, Case No. 19-55511). On December 8, 2022, the District Court denied Plaintiff’s Renewed Motion to Reopen the Case. On December 18, 2022, Gonzalez appealed that decision to the 9<sup>th</sup> Circuit. That appeal remains pending. Coverall disputes these claims and is vigorously defending this action.

Keon Reny Cleaning Service vs. Coverall North America, Inc. (Court of Common Pleas of Allegheny County, Pennsylvania- Civil Division, Case No. GD23-9413) filed August 3, 2023. Plaintiff, a former franchisee of Coverall, seeks a declaration and finding that Coverall breached the franchise agreement with Keon Reny Cleaning Services. On September

5, 2023, Coverall filed various preliminary objections against Keon Reny Cleaning Servicing, including, but not limited to, a motion to dismiss pursuant to local rules of civil procedure due to an existence of an agreement for alternative dispute resolution. The court sustained Coverall's motion and stayed the dispute to allow Plaintiff to file arbitration.

### **Coverall:**

### **Concluded.**

Erika Richardson and Luis Silva vs. Coverall North America, Inc.; Sujol, LLC d/b/a Coverall of Southern NJ (Superior Court of New Jersey, Middlesex County, Law Division, Docket No. MID-L-007250-17) filed December 8, 2017. Plaintiffs, current franchisees of Sujol, LLC d/b/a Coverall of Southern NJ ("Sujol"), Coverall's Master Franchisee, filed this putative class action claiming that Sujol and Coverall have violated various sections of the New Jersey Wage Payment Law. Plaintiffs sought certification of the putative class action; declaration and finding that Sujol and Coverall have misclassified Plaintiffs as independent contractors under the New Jersey Wage Payment Law; declaration and finding that Sujol and Coverall violated the New Jersey Wage Payment Law; compensatory damages, including all expenses owed, underpaid wages, and deductions; liquidated damages; interest, costs, and attorney's fees; injunctive relief in the form of an Order directing Sujol and Coverall to comply with New Jersey law; and other, if applicable, relief in law or in equity as may be available. On January 12, 2018, Coverall filed a Notice of Removal, to remove the case from the Superior Court of New Jersey, Law Division, Middlesex County, to federal court, the United States District Court of New Jersey (U.S. District Court, District of New Jersey, Trenton, Case No. 3:18-cv-00532- MAS-TJB), and the case was removed. On January 30, 2018, Sujol and Coverall filed a joint Motion with the District Court to Stay this Action Pending Mediation and Arbitration. On September 27, 2018, an Order was entered granting in part and denying in part Sujol and Coverall's Motion to stay, as the Richardson matter was stayed and administratively terminated as to Sujol pending arbitration, but was not stayed as to Coverall. And, the Silva matter was not stayed as to either Sujol or Coverall. On October 25, 2018, Sujol and Coverall filed a Notice of Appeal to the United States Court of Appeals for the Third Circuit for both matters. (United States Court of Appeals for the Third Circuit Court, Case No. 18-3393). The Third Circuit heard oral arguments on November 20, 2019. On April 28, 2020 the Third Circuit issued a ruling reversing and remanding the case back to the District Court. On May 12, 2020 Plaintiffs filed a petition for a rehearing En Banc. On June 30, 2020 the Plaintiffs' petition for rehearing was denied. On October 1, 2020, this matter was stayed pending resolution of Plaintiff's Petition to the United States Supreme Court for a Writ of Certiorari. On November 27, 2020 Plaintiff filed a Petition for Writ of Certiorari with the Supreme Court of the United States. The petition was denied March 22, 2021. Both cases were ordered to arbitration and both plaintiffs filed motions that arbitration is unconscionable. The Silva arbitrator ruled in that Silva's agreement was enforceable, and Richardson's arbitrator ruled Richardson's agreement was not. This matter settled in May 2022 with a \$22,000 payment to Silva and a \$17,500 payment to Richardson with no admission of liability by Coverall.

Cynthia Yarleque vs. Coverall North America, Inc. (American Arbitration Association, Case No. 01-20-0015- 5079) filed October 30, 2020. Claimant, a former franchised business filed a Demand for Arbitration with the American Arbitration Association. Claimant alleged that Coverall had misclassified her as an independent contractor under New Jersey Statute 43:21-19 and had violated New Jersey Statute 34:11-4.4 by taking unlawful deductions from her wages. Claimant sought compensatory damages and liquidated damages in the amount of attorneys' fees, costs, and expenses and injunctive relief requiring Coverall to comply with New Jersey law. This matter settled in December 2021 for \$25,000, with no admission of liability by Coverall.

Ivett Alcazar vs. Coverall North America, Inc. (American Arbitration Association, Case No. 01-20-0015-5052) filed October 30, 2020. Claimant, a former franchised business, filed a Demand for Arbitration with the American Arbitration Association. Claimant alleged that Coverall had misclassified him as an independent contractor under New Jersey Statute 43:21-19 and had violated New Jersey Statute 34:11-4.4 by taking unlawful deductions from his wages. Claimant sought compensatory damages and liquidated damages in the amount of attorneys' fees, costs, and expenses and injunctive relief requiring Coverall to comply with New Jersey law. This matter settled in January 2022 for \$32,000, with no admission of liability by Coverall.

Jose Munoz vs. Coverall North America, Inc. (American Arbitration Association, Case No. 01-20-0015-5028) filed October 30, 2020. Claimant, a former franchised business, filed a Demand for Arbitration with the

American Arbitration Association. Claimant sought: i) a ruling that Claimant can pursue their claims against Coverall in Court; and ii) to bring a claim for violation of the New Jersey Wage Payment Law. Claimant also sought compensatory damages and liquidated damages in the amount of attorneys' fees, costs, and expenses. This matter settled in February 2022 for \$40,000, with no admission of liability by Coverall.

Miguel Yamunaque vs. Coverall North America, Inc. (American Arbitration Association, Case No. 01-20-0015-5025) filed October 30, 2020. Claimant, a former franchised business, filed a Demand for Arbitration with the American Arbitration Association. Claimant alleged that Coverall had misclassified him as an independent contractor under New Jersey Statute 43:21-19 and had violated New Jersey Statute 34:11-4.4 by taking unlawful deductions from his wages. Claimant seeks compensatory damages and liquidated damages in the amount of attorneys' fees, costs, and expenses and injunctive relief requiring Coverall to comply with New Jersey law. This matter settled in January 2022 for \$29,500, with no admission of liability by Coverall.

Jimmy Soto vs. Coverall North America, Inc. (American Arbitration Association, Case No. 01-21-0000-1887) filed January 14, 2021. Claimant, a former franchised business, filed a Demand for Arbitration with the American Arbitration Association. Claimant sought: i) a ruling that Claimant could pursue their claims against Coverall in Court; and ii) to bring a claim for violation of the New Jersey Wage Payment Law. Claimant also sought compensatory damages and liquidated damages in the amount of attorneys' fees, costs, and expenses. This matter settled in January 2022 for \$28,340, with no admission of liability by Coverall.

Pacific Commercial Services, LLC vs. Coverall North America, Inc. (American Arbitration Association, Case No. 02-19-0003-0718) filed January 24, 2020. Plaintiff, a current Coverall Service Franchisee filed a Breach of Agreement and Lack of Good Faith and Fair Dealings Demand for Arbitration with the American Arbitration Association. Plaintiff seeks: i) a finding that Coverall has breached the terms of the Service Franchise Agreement ("SFA") by requesting that Plaintiff make [*sic*] additional royalty fees that are not due and owing; ii) a finding that Coverall has breached the terms of the SFA by requesting that Plaintiff increase its working capital account; and iii) a finding that Coverall has violated the covenant of good faith and fair dealing implied in the SFA under Florida law. Plaintiff also seeks a declaration that: i) the Minimum Royalty provision of the SFA is interpreted as written and applies to Plaintiff as a whole and not per territory; ii) the Minimum Royalty provision of the SFA has been modified by the conduct of the parties pursuant to Florida law or waived by Coverall; and iii) the Working Capital provision of the SFA has been modified by the conduct of the parties or waived by Coverall. Plaintiff also requests damages in the amount of attorneys' fees, costs, and expenses. On March 23, 2020, Coverall filed a Response to Statement of Claim and Counterclaim against Pacific Commercial Services, LLC. Coverall claims that Plaintiff has: i) failed to make minimum royalty payments under the SFA; and ii) failed to maintain minimum working capital under the SFA. On April 16, 2020, Plaintiff filed a Response to Coverall's Counterclaim. On February 21, 2021 a Continued Temporary Stay of Proceedings was Ordered while the parties discussed settlement. This matter settled in August 2021 for by mutual agreement of the parties, with a waiver by Coverall of certain alleged debt and no admission of liability by Coverall.

Randall Richardson and Janitorial Tech, LLC v. Coverall North America, Inc. (United States District Court for the Northern District of Georgia, Atlanta Division, Case No. 1:17-mi-2405-UNA) filed June 27, 2017. Plaintiff, a current franchisee, filed this putative class action claiming Coverall has violated various sections of the Fair Labor Standards Act, Georgia Industrial Loan Act, Georgia Payday Lending Act, and Georgia Racketeer Influenced and Corrupt Organizations Act. Plaintiff seeks: certification of the putative class action; declaration that the Janitorial Franchise Agreement, arbitration agreement, delegation provision, and class waiver are inapplicable, null and void, and/or unenforceable; to permanently enjoin Coverall from violating the Fair Labor Standards Act and issue an order requiring that Coverall comply with the Fair Labor Standards Act wage, overtime, and reporting requirements; to permanently enjoin Coverall from collecting unlawful interest under the Georgia Industrial Loan Act; to permanently enjoin Coverall from making any future loans of \$3,000.00 or less in violation of the Georgia Industrial Loan Act and Georgia's Payday Lending Act; compensatory damages, including reasonable attorney's fees and costs; and punitive damages sufficient to punish and deter Coverall from its unlawful conduct. On July 20, 2017, Coverall filed a Motion to Dismiss, or, in the Alternative, Stay Litigation Pending Arbitration. On September 5, 2017, Plaintiff filed a Motion for Oral Argument and Sur-Reply In Opposition to Defendant's Motion to Dismiss or, In the Alternative, Stay Litigation Pending Arbitration. After Oral arguments on the motion were heard November 29, 2017, the District Court issued an order staying the case, requiring the parties to mediate, then proceed to arbitration in the event mediation



does not resolve the matter. On January 30, 2018, a mediation conference was held, but the parties were unable to resolve the matter. On October 31, 2018 the parties filed a Joint Motion for Settlement Approval with Brief in Support by Janitorial Tech, LLC, Randall Richardson. On November 11, 2018, an Order was entered granting the Motion for Settlement Approval. The material terms of the Settlement were that Coverall: i) paid to Franchisee \$27,325.00, which included the purchase price for the assets of Franchisee's business and customers; and ii) cancelled all remaining balances due Coverall on Franchisee's Promissory Notes.

Cooks v. Coverall North America, Inc. and Coverall of Boston, Inc. (Superior Court, Suffolk County, Massachusetts, Civil Action No. SUCV2013-02373) filed July 1, 2013. Plaintiff, a current franchisee, filed this purported class action claiming that CBI and Coverall knowingly and willingly i) misclassified its franchisees as independent contractors in violation of the Massachusetts Independent Contractor Law; ii) violated the Wage Act by charging its franchisees for a job, made unlawful deductions, and did not pay its franchisees timely; and iii) failed to pay its franchisees minimum wage and overtime for all work performed in excess of 40 hours a week. The plaintiff sought restitution for all damages due to misclassification as an independent contractor and related wage violations, an injunction against alleged unlawful practices, statutory trebling of all damages; attorney's fees and costs, and other relief the court deems proper. On July 30, 2013, Coverall and CBI removed the case to the United States District Court for the District of Massachusetts. The new case number was 13-cv-11802-WGY. The matter was settled as part of the settlement described below.

Pius Awuah, et al v. Coverall North America, Inc. (U.S. District Court, District of Massachusetts, Civil Action No. 07-10287) filed February 15, 2007; Amended Complaint filed on February 22, 2007; Second Amended Complaint filed on June 5, 2007; Third Amended Complaint filed April 25, 2008; Fourth Amended Complaint filed on July 9, 2010. This action was originally filed by eleven plaintiffs. Four of the original plaintiffs were franchisees of various Coverall Master Franchisees, and not Coverall. Coverall obtained summary judgment on the claims of those four plaintiffs on February 9, 2010. Of the remaining seven franchisees, three had entered into arbitration agreements with Coverall. Their claims were stayed pending arbitration. The remaining plaintiffs claimed that Coverall negligently or intentionally misrepresented that it had sufficient business to satisfy its contractual obligations; that Coverall breached its obligations to plaintiffs; and that plaintiffs were misclassified as independent contractors and are therefore entitled to be compensated, and to receive the same benefits, as employees of Coverall. The damages plaintiffs sought were not specified. On March 23, 2010, the court granted plaintiffs' Motion for Partial Summary Judgment and held that Benecira Cavalcante and Geraldo Correia were misclassified under Massachusetts wage hour law as independent contractors. Trial commenced on May 10, 2010 as to the claims of those named plaintiffs who had not agreed to arbitrate their disputes with Coverall -- Geraldo Correia, Benecira Calvalcante, Jai Prem and Aldivar Brandao. Prior to the commencement of the trial, the court sanctioned plaintiffs for their failure to disclose the damage theory underlying their misclassification claims and struck those claims. One of the plaintiffs, Jai Prem, failed to appear at trial, and the court declared a mistrial as to that plaintiff on May 24, 2010. Upon the close of plaintiffs' case, Coverall moved for a directed verdict as to Geraldo Correia. That motion was granted. At the same time, the court issued a ruling rejecting plaintiffs' claim that Coverall's Janitorial Franchise Agreement was unconscionable. On May 26, 2010, the jury returned a verdict in favor of Coverall as to Benecira Calvalcante and Aldivar Brandao. The claims of the three plaintiffs whose claims were subject to arbitration, plus one additional plaintiff, Manuel DaSilva, were arbitrated with the federal judge in the case acting as the arbitrator in October 2010. On December 15, 2010, the Arbitrator ruled that: plaintiff Richard Barrientos failed to prove his claims and was not entitled to recover anything; plaintiff Denise Pineda proved that she was misclassified as an independent contractor under the laws of the State of New Jersey but failed to prove that she incurred any damages, and was therefore entitled to no recovery; plaintiffs Manuel DaSilva and Pius Awuah failed to prove their claims of fraud and breach of contract, but were entitled to damages on their misclassification claims of \$5,656.30 and \$1,553.40, respectively. Pius Awuah's award was subject to a set-off of \$671.71, reducing his award to \$881.69. On October 26, 2010, the Court entered an Order certifying four questions to the Massachusetts Supreme Judicial Court regarding what an employer may legitimately deduct from "earned wages" under Massachusetts law. The Massachusetts Supreme Judicial Court issued an opinion on August 31, 2011 concluding that an employer may not deduct certain items from earned wages if the person is deemed to be an employee. On September 23, 2011, the Court certified the following class: All individuals who owned a Coverall Franchise and performed work for Coverall customers in Massachusetts at any time between February 15, 2004, and June 30, 2010, and who had not (i) signed an arbitration agreement, or (ii) had their claims adjudicated. The Court ruled that Plaintiffs were entitled, as damages incurred, to the amounts paid for franchise fees, additional business

fees, and insurance, and to amounts withheld as chargebacks. On March 15, 2012, the Court ruled that treble damages would be allowed for a certain time period. On May 10, 2012, the Court entered a partial judgment: (i) giving 109 class members a total of \$2,949,322.49 in damages, in individually varying amounts; (ii) dismissing the claims of 27 class members with prejudice, on the grounds that they signed enforceable releases; (iii) dismissing the claims of 11 other franchisees – those whose claims had either been arbitrated or adjudicated or rejected at summary judgment because their agreements were with Coverall Service Franchisees – with prejudice; (iv) awarding Pius Awuah and Manuel DaSilva \$34,119 in attorney’s fees and \$3,362.12 in costs; and (v) based on an Offer of Judgment, awarding Jai Prem judgment in the amount of \$5,000 on all counts of Plaintiff’s Third Amended Complaint, inclusive of all damages, attorney’s fees, costs and interest. In February 2012, the Court put into the class certain franchise owners who were transferees of franchise owners that had arbitration agreements in their franchise agreements, but whom the Court found did not have specific notice of their obligation to arbitrate. Coverall appealed that decision to the U.S. Court of Appeals for the First Circuit. The First Circuit reversed the Court’s decision and remanded the matter to the District Court for further proceedings (including an entry of a stay of proceedings involving those franchisees who have arbitration agreements). In May 2012, Plaintiffs filed a motion seeking to expand the Awuah class to include all franchise owners who had provided services in Massachusetts at any time since February 15, 2004, regardless of whether they had agreed to arbitrate disputes with Coverall. The Court denied that motion in July 2012. In September 2012, following a notice filed by Plaintiffs that claimed that Coverall had violated a court order pertaining to franchise owners who had commenced arbitration proceedings against Coverall, the Court sanctioned Coverall by allowing ten arbitration claimants to join the Awuah class. Coverall appealed that decision to the First Circuit. The First Circuit reversed the District Court’s sanctions decision, holding that Coverall had not violated the Court’s order, and remanded the matter to the District Court for further proceedings. In January 2013, Plaintiffs filed a motion for reconsideration regarding the enforceability of certain releases. Plaintiffs asserted that, in light of a new opinion from the Massachusetts Supreme Judicial Court, releases that did not specifically reference the Massachusetts Wage Act were not enforceable as to claims arising under that Act. In February 2013, the Court granted the plaintiffs’ motion for reconsideration and allowed 27 class members who had signed releases to maintain claims for damages. By agreement of the parties, fourteen persons who had filed for arbitration against Coverall but who had signed releases were also permitted to join the class. On September 16, 2013, the Court entered a Final Amended Judgment in the amount of \$4,803,078.16 (exclusive of attorneys’ fees and costs), dismissed the claims of nine Class Members, and awarded the two arbitration claimants whose claims were arbitrated by the Court a total of \$37,481.12 in attorneys’ fees and costs. Coverall appealed the Final Amended Judgment, including all of the Court’s liability and damages rulings, to the First Circuit, and the appeal was docketed as Case No. 13-2190. Plaintiffs cross-appealed the District Court’s (a) May 2010 sanctions ruling, as to plaintiffs Cavalcante and Correia; and (b) ruling that Coverall is not liable to any franchise owner who purchased his franchise from a Coverall master. The First Circuit docketed the cross-appeal as Case No. 13-2274. The parties submitted their briefs and oral arguments were scheduled to be heard on January 7, 2015. On January 6, 2015, based on the parties report of a pending settlement, the U.S. Court of Appeals for the First Circuit granted a joint motion to postpone oral arguments indefinitely, then after a certification from the U.S. District Court that it was willing to undertake the various procedures necessary to certify a class and approve settlement, the First Circuit remanded the case to the District Court. This matter was settled as described below.

Between December 2011 and February 2012, 115 other franchise owners, represented by the same attorneys as those representing the Plaintiffs in Awuah, filed demands for arbitration with the American Arbitration Association (“AAA”). Two additional franchise owners filed similar arbitration demands in December 2013. These owners claimed that Coverall had misclassified them under Massachusetts law as independent contractors. Thirty-six of the claimants (including fifteen franchise owners who were allowed to join the Awuah class, and nineteen who sought unsuccessfully to join the Awuah class) subsequently withdrew their arbitration demands. Fifty-six claimants did not pay their share of AAA filing fees; Coverall withheld payment of its share of the fees for two of the claimants pending settlement discussions. Coverall settled with one of the AAA claimants, Rufino Henriquez, in August 2013 and paid him a total of \$25,000.00. Coverall settled with another of the AAA claimants, Jose Carlos Moraes, in October 2013 by paying him \$10,805.00 and repurchasing his accounts for \$1,695.00. All of the remaining AAA matters were settled as described below.

**Awuah, Cooks, AAA Settlement.** On April 15, 2015, the parties entered into a settlement agreement to resolve all of the Cooks (above) claims, Awuah (above) plaintiffs’ claims, and the AAA (above) claims, as well as potential claims by any other Coverall franchisee operating in Massachusetts. The District Court issued a Final

Judgment Order approving the settlement on July 27, 2015, and the settlement became effective on August 29, 2015. The material terms of the settlement were: 1) the Class was revised to include: i. Awuah Class Claimants; ii. Cooks Class Claimants; iii. AAA Claimants; and iv. all Coverall franchisees currently operating in Massachusetts, including those operating through Coverall's master franchisee, R&B Services, Inc.; 2) Coverall paid \$5.5 Million to the Class; 3) all franchise agreements of the Class were terminated; 4) Customers were transitioned to servicing Class members; and 5) Coverall withdrew from Massachusetts.

Mario Danek, et al v. Coverall North America, Inc. (Superior Court of Alameda County, California, Case No. RG13701706) filed November 1, 2013. Plaintiffs were ex-employees of Coverall in California who alleged failure to reimburse certain business expenses in violation of the California Labor Code and of the California Unfair Competition Law ("UCL") on behalf of themselves and a claimed class of purportedly similarly situated plaintiffs. The claim involved a technical issue in Coverall's auto expense reimbursement policy, asserting that as to the plaintiffs and the claimed class failed to reimburse all business expenses incurred as a result of the use of their personal motor vehicles in the course of their duties in that Coverall's auto reimbursement policy was a fixed monthly amount, and did not in the normal course include a mileage factor or other reimbursement if that amount was exceeded. The UCL claim was that this policy was an unlawful, unfair, and/or fraudulent business practice. The plaintiffs sought certification as a class, a finding that Coverall's business expense policy violated the California Labor Code and the UCL, reimbursement of any unreimbursed expenses and interest on those unreimbursed amounts, civil penalties permitted by the California Labor Code, attorneys' fees and costs. Coverall modified its auto reimbursement policy to better conform to the California Labor Code.

In January 2015, the parties reached a settlement. The material terms of the Settlement were: Coverall paid i) \$125,000.00 to class counsel for fees expenses; and ii) approximately \$35,000 to potential claimants not yet reimbursed for additional amounts due in addition to the \$225,000 amount previously paid by Coverall based on mileage records submitted by claimants. On April 17, 2015, the settlement became final and the case was dismissed with prejudice to all claims of the Plaintiffs, Mario Danek, Claudia Osorio and Olivero Rodriguez, and without prejudice to all claims of the Putative Class Members.

Sabrina Laguna v. Coverall North America, Inc. (Superior Court of California County of San Diego, Civil Action No. 37-2008-00089347-CU-OE-CTL) filed August 8, 2008. Plaintiff, a then-current franchisee, filed this purported class action variously claiming that Coverall negligently or intentionally misrepresented that it had sufficient business to satisfy its contractual obligations; that Plaintiffs were misclassified as independent contractors and that they were or are employees of Coverall who should be earning minimum wage and other benefits of "employment;" and that Coverall takes advantage of immigrants with limited English language skills. Coverall filed a demurrer on October 3, 2008. The demurrer was sustained as the causes of action for negligent misrepresentation and declaratory relief but overruled as to certain other aspects of the demurrer. The case was removed to the United States District Court for the Southern District of California on September 29, 2009 and given case number 3:09-cv-02131-JM-RBB. Through amended complaints, plaintiffs, Carlos Acevedo and Teresa Salas, and defendants, Allied Capital Corporation, CNA Holding Corporation, and Ted Elliott, were added. A Class Action Settlement Agreement and Release (the "Settlement") filed on September 12, 2011 and approved by the court on February 23, 2012, after a Fairness Hearing on November 21, 2011. The class certified in February 2012 under the Settlement was defined as: A class of all persons or entities who (1) executed a Janitorial Franchise Agreement with Coverall for a franchise to be located in the State of California, and (2) between August 8, 2004, and entry of the Preliminary Approval Order, performed janitorial or cleaning services in the State of California pursuant to a Janitorial Franchise Agreement entered into between the person(s) or entity and Coverall. The material terms of the Settlement were: (1) Coverall will assign customer Service Agreements to the operating franchisees excluding those Service Agreements that prohibit assignment, cover multiple locations, and National Account Customers; (2) Former franchisees who submit a valid claim will receive \$475; (3) Former franchisees who indicate an interest in purchasing a new franchise on or before November 8, 2011 and who close the transaction within 120 days of Final Approval of the Settlement will receive a \$750 credit toward the purchase price; and 4) New franchisees in California shall have thirty (30) days from signing to rescind or cancel their Franchise Agreement.

There was an appeal of the Court's order approving the settlement to the 9th Circuit Court of Appeals. That appeal was heard by a 3 judge panel of the 9th Circuit in November 2013, and the panel upheld the settlement. There was then a request by the objector to the 9th Circuit to hear the matter en banc. The objector settled with Coverall for

\$15,000, and dismissed his appeal. The 9th Circuit considered on its own whether to re-hear the matter en banc, but as there was no longer any objector, decided to vacate the decision of the panel and remand the case to the district court to effect the settlement without change. The settlement became effective December 15, 2014.

Maria Mora v. Coverall North America, Inc., et al. (Circuit Court County of Washington, Oregon Case No. C140316 CV), filed January 23, 2014. Plaintiff is a franchisee of Cavalier Services, Inc. (“Cavalier”). Cavalier is an independently owned and operated Master Franchisee of Coverall. The named defendants were Coverall, Cavalier and John Bartholf, President of Cavalier. Plaintiff alleged common law fraud, violations of the Oregon Unlawful Trade Practices Act and Oregon Franchise Act, and breach of contract, and sought declaratory judgments on whether the franchise agreement provisions relating to mediation, arbitration, the initial business guarantee and certain liquidated damages are unconscionable, and she claimed damages in the amount of \$234,686.00. Coverall has no agreement with Mora and had no contact with Mora. On April 10, 2014 a Settlement Agreement was entered into between all the parties by which Cavalier repurchased Plaintiff’s Coverall Franchise for \$8,500.00, forgave her obligations to Cavalier for the balance of her promissory note and terminated her Coverall Franchise, effective April 10, 2014. Plaintiff released all parties and the action was dismissed with prejudice on June 14, 2014.

United States of America v. Coverall North America, Inc. (Civil Action No. 94 C 1178). On March 18, 1994, a Consent Decree was entered in the United States District Court for the Northern District of Illinois in United States of America v. Coverall North America, Inc. (Civil Action No. 94 C 1178). In voluntarily entering into the Consent Decree, we did not admit any liability for the alleged violations. The U.S., on behalf of the Federal Trade Commission, alleged that we did not make proper disclosures regarding our janitorial franchisees, should have included an earnings’ claim disclosure in connection with the offer of customer contracts as part of the franchise package purchased by janitorial franchisees, and, in some circumstances, did not wait the full ten business days between furnishing an Offering Circular and executing a Franchise Agreement. Without admitting liability, we agreed to pay a civil penalty of \$100,000 and to be enjoined from not complying with the FTC’s franchise disclosure rule. We include certain information in Item 19 as agreed with the FTC.

Other than these actions, no litigation of Coverall is required to be disclosed in this Item.

#### **ITEM 4 - BANKRUPTCY**

##### **Coverall:**

On October 21, 2011, James F. Bellante, Jr., General Manager of our Pittsburgh Support Center, filed for relief under Chapter 13 of the U.S. Bankruptcy Code (United States Bankruptcy Court Western District of Pennsylvania, Pittsburgh), Case No: 11-26498-CMB, and a discharge was granted on November 15, 2016.

On December 20, 2012, Nicole Ivey, our Vice President of Marketing, filed for relief under Chapter 13 of the U.S. Bankruptcy Code (United States Bankruptcy Court Northern District of Illinois, Chicago), Case No. 12-49720, and a discharge was granted on October 2, 2013. On May 9, 2014, the case was closed.

On July 1, 2015, Chris Taylor, our General Manager, filed for relief under Chapter 13 of the U.S. Bankruptcy Code (United States Bankruptcy Court Southern District of Ohio), Case No. 1:15bk12594, and a discharge was granted on July 15, 2020. On September 15, 2020, the case was closed.

Other than these actions, no bankruptcy is required to be disclosed in this Item.

#### **ITEM 5 - INITIAL FEES**

##### **HOW YOUR FEE IS DETERMINED**

All Franchised Businesses pay an Initial Franchise Fee for the franchise rights. This fee will be between \$15,570.00 and \$40,320.00, depending on the Franchise Package purchased. Payment is due in full when the Franchise Agreement is signed, unless it is financed as described below and in Item 10. The Initial Franchise Fee is not refundable except as described at the end of Item 5 below.

If you pay the entire fee in cash, we will discount the Initial Franchise Fee, as described in this Item 5, by 5%.

We currently offer Veterans who are qualified applicants a 10% discount on the Initial Franchise Fee. If the Veteran finances a portion of the Initial Franchise Fee, however, the down payment specified below for the Franchise Package remains the same. In order to qualify and participate in our Veteran Program, the majority owner of a Franchised Business must: (i) be a United States military veteran; (ii) have been honorably discharged from any branch thereof; (iii) provide us with a certified copy of the owner's Certificate of Release or Discharge from Active Duty (DD 214 Form) evidencing honorable discharge; (iv) otherwise meet the requirements of our Veteran Program; and, (v) request participation in our Veteran Program prior to signing the Franchise Agreement. We may, in our sole discretion, modify or discontinue our Veteran discount program at any time. Coverall is also a participating member of the International Franchise Association's VetFran Program (Veteran's Transition Franchise Initiative). Under the VetFran Program, veterans who qualify for and obtain an 85% Small Business Administration Loan Guaranty will receive a 25% discount on the Initial Franchise Fee. Veterans must choose only one of the discounts offered, either the 5% cash discount or the 10% discount on the Initial Franchise Fee.

In addition, on or before the completion of Initial Training and prior to commencing operations of your Franchised Business, you must either purchase from us a starter-kit of equipment, chemicals and supplies in the amount ranging from \$990.00 to \$2,550.00 or demonstrate to us that you have purchased the specified equipment, chemicals and supplies necessary to get started in your business.

Except as disclosed above, you are not required to pay us or our affiliates any other fees or payments for services or goods before your Franchised Business commences operations.

## THE PACKAGES

You buy a specific Franchise Package that includes training and provision within a specified time of an initial amount of customers to service.

We sell our franchises by packages (the "Franchise Package"). Our Franchise Packages are sold based on the monthly dollar volume of business that you choose to service ("Initial Business"). In other words, we offer you cleaning customers to service totaling a specific dollar amount as follows:

FRANCHISE PACKAGE	INITIAL MONTHLY BUSINESS VOLUME OFFERED
P- 3,000	\$ 3,000
P- 4,000	\$4,000
P- 5,000	\$ 5,000
P- 7,000	\$ 7,000
P-10,000	\$10,000

WE DESCRIBE THESE FRANCHISE PACKAGES IN TERMS OF THE GROSS DOLLAR VOLUME OF INITIAL BUSINESS WHICH WE ARE OBLIGATED TO OFFER YOU. THE SIZE OF THE FRANCHISE PACKAGE DOES NOT REPRESENT HOW MUCH MONEY YOU WILL NET (RECEIVE) EACH MONTH FROM YOUR FRANCHISE AND IS NOT A GUARANTEE THAT YOU WILL EARN AN EQUIVALENT AMOUNT OF REVENUE. IT IS A GROSS NUMBER AND THE AMOUNT THAT YOU NET DEPENDS UPON A NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, FEES COVERALL CHARGES UNDER YOUR AGREEMENT, THE EXPENSES THAT YOU INCUR TO SERVICE YOUR CUSTOMERS, WHETHER THE CUSTOMERS ARE ENTITLED TO CREDITS FOR MISSED OR POOR SERVICE, OR THE CUSTOMER TERMINATES YOUR SERVICES, OR THE CUSTOMER FAILS TO PAY FOR YOUR SERVICES. ONCE YOUR PACKAGE IS FULFILLED, IT IS UP TO YOU TO KEEP YOUR CUSTOMERS. COVERALL IS NOT OBLIGATED TO REPLACE LOST CUSTOMERS TO ENABLE YOU TO MAINTAIN THAT LEVEL OF GROSS DOLLAR VOLUME. OTHER THAN THE LIMITED GUARANTEES DESCRIBED IN THIS DISCLOSURE DOCUMENT, WE HAVE NO OBLIGATION TO CONTINUE TO OFFER YOU CUSTOMERS, AND WE MAKE NO REPRESENTATIONS REGARDING THE ACTUAL REVENUE THAT YOUR FRANCHISE BUSINESS MIGHT EARN.

The Initial Franchise Fee for each Franchise Package is as follows:

FRANCHISE PACKAGE	TOTAL FEE	DOWN PAYMENT	AMOUNT FINANCED <sup>1</sup>	MONTHLY PAYMENT TERM (MONTHS) <sup>1</sup>				CASH DISCOUNT
				12 mo.	18 mo.	24 mo.	30 mo.	
P-3,000	\$15,570.00	\$4,000.00	\$11,570.00	\$995.78	\$689.55	\$544.63	\$448.31	\$778.50
P-4,000	\$19,635.00	\$7,500.00	\$12,135.00	\$1,044.41	\$723.22	\$571.23	\$470.21	\$981.75
P-5,000	\$22,890.00	\$11,445.00	\$11,445.00		\$682.10	\$538.76	\$443.47	\$1,144.50
P-7,000	\$29,925.00	\$14,962.50	\$14,962.50		\$891.73	\$704.34	\$579.77	\$1,496.25
P-10,000	\$40,320.00	\$22,256.64	\$18,063.36		\$1,076.53	\$850.31	\$699.92	\$2,016.00

<sup>1</sup>This is an example of one form of financing made available by Coverall. See Item 10.

### WHEN WE MUST OFFER YOUR INITIAL BUSINESS

Coverall may or may not have an inventory of customers available to offer your dollar amount of Initial Business on the date you sign your Coverall Franchise Agreement or even on the date that you become eligible to accept customers (i.e., upon completion of your initial obligations). Therefore, Coverall has between 120 and 330 business days from the date you complete your initial obligations to offer you your Initial Business, depending on the particular Franchise Package, as set forth in the following chart:

Franchise Package	Fulfillment Period Business Days
P-3,000	120
P-4,000	150
P-5,000	180
P-7,000	240
P-10,000	330

Your initial obligations are completed (triggering the start of your Initial Business Offering Period outlined above) when: i) you or your designated employee, as approved by Coverall, has successfully completed the Initial Training Program and ii) your background screening has been approved. The completion of your initial obligations is recorded in our FranSys<sup>®</sup> operating system. The Initial Business Offering Period may be suspended if: i) Coverall requires you to attend retraining (see Item 11); or ii) you are in breach of any material provision of the Franchise Agreement or any other agreement with Coverall.

The customers that we offer you to fulfill your Franchise Package may be new customers recently acquired by Coverall; or they may be existing customers that become available for resale. You may be offered an existing customer because a customer requested replacement of the franchised business servicing its facility or a franchised business discontinued servicing a customer. These existing customers may be dissatisfied with their prior service and may be difficult to please. In addition, the results of your background screening may mean that you do not satisfy certain customer requirements and the customer may object to you servicing its facilities.

Once Coverall's obligation to offer you Initial Business has been fulfilled, we have no obligation to offer you Additional Business.

### SPECIAL PROMOTIONS

On occasion, we may offer special promotions or negotiate financing terms for the Franchised Business's benefit which do not affect the amount of the Franchise Fee, which may include, but is not limited to: offering a small equipment item as a promotion, providing an amount of free business which exceeds the package size, or financing a larger portion of the Initial Franchise Fee.

## FULFILLING YOUR INITIAL BUSINESS

If you reject a customer offered as part of your Initial Business, our obligation to offer that amount of Initial Business during the Initial Business Offering Period is satisfied. However, we will continue, after the expiration of the Initial Business Offering Period, to offer you customers to fulfill your Initial Business. You may reject customers offered to you to fulfill your Initial Business. If you do so unreasonably, our obligation to offer you customers to fulfill your Initial Business may be deemed satisfied. If you choose to stop servicing a customer that you have accepted as part of your Initial Business, you will not be entitled to replacement of that customer.

The monthly dollar volume of Initial Business for any specific month may not equal the total Initial Business for a number of reasons, including, but not limited to: you may choose not to accept all of the customers we offer, we may offer you the Initial Business in stages throughout the Initial Business Offering Period, customers may request a change of franchised business or cancel the contract due to poor service, and the customer may move or cancel for other reasons before the end of the Initial Business Offering Period.

Once you accept a customer, Coverall will assign the Service Agreement to you, excluding those Service Agreements that prohibit assignment, cover multiple locations, or apply to National Account Customers, subject to your payment in full of your Franchise Fee. The assignment will be subject to the terms and conditions of your Coverall Franchise Agreement. (See attached Exhibit G, Franchised Business Customer Acceptance Forms). After assignment to you by Coverall, an assigned Service Agreement will be solely between you and the customer.

## THE NON-REFUNDABLE FRANCHISE FEE

Except as otherwise provided herein or if a Franchise application is rejected, the Initial Franchise Fee is non-refundable. A portion of the Initial Franchise Fee, \$5,000, is the price that you pay for the license granted to you to use the Coverall® Marks and System, described in Paragraph 1 of the Coverall Franchise Agreement, Exhibit A.1.

## PARTIAL REFUND FOR COVERALL'S FAILURE TO TIMELY OFFER INITIAL BUSINESS

You may request a refund of a portion of the Initial Franchise Fee if we do not: (i) offer you the full amount of Initial Business within the Initial Business Offering Period, or (ii) offer you within a reasonable time after the expiration of the Initial Business Offering Period an amount of Initial Business equal to that which you reasonably rejected during the Initial Business Offering Period, or (iii) offer to replace within a reasonable time an amount equivalent to the contract value of a customer lost by you through no fault of your own during the Initial Business guarantee Offering Period. The refund is equal to the then current Multiplier published and revised from time to time in the Franchised Business Policies and Procedures Manual times the amount of Initial Business not offered to you. For example, if you purchased a P-5,000 package and we offer you a total of \$4,500 in monthly Gross Dollar Volume within the Initial Business Offering Period, then a refund would be calculated at the then current Multiplier, which is 3.0 as of the date of this Franchise Disclosure Document, times \$500, which totals \$1,500. However, you may choose instead to reduce the size of the Franchise Package that you purchased. If you do, Coverall will refund the difference between the Franchise Fee you paid and the Franchise Fee customarily charged for the smaller Franchise Package. If, at the time of either refund you owe us money, then the amount of the refund will first be applied to any outstanding balance on any promissory note or other obligation you owe us, with any remaining sum paid to you. Such a refund fulfills our obligation to offer or provide any remaining portion of the Initial Business or replacement Initial Business, and as a condition of the refund, you will be required to sign a general release in favor of Coverall. After accepting this refund, if you decide to grow your business by acquiring customers from Coverall, you will have to purchase those customers. ***The refund will be your sole remedy.***

Coverall shall have no obligation to refund any portion of any payment made under your Franchise Agreement if you are in breach of any material provision of the agreement, or any other agreement between you and Coverall, until all such material breaches are cured.

#### **ITEM 6 - OTHER FEES**

<b>TYPE OF FEE<sup>18</sup></b>	<b>AMOUNT</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Royalty <sup>1,3,4, 5</sup>	5% of Gross Dollar Volume	Deducted monthly on the last calendar day of the next month	"Gross Dollar Volume" means the total amount billed to the customer for your cleaning services.
Support Fee <sup>1,2,3,4</sup>	10% of Gross Dollar Volume	Deducted monthly on the last calendar day of the next month	We provide business and support services, including promotional and sales assistance; billing, collection and certain record keeping; cash flow protection services; and assistance with customer relations.
Ongoing Equipment and Supply Packages <sup>5</sup>	Varies	As incurred	Mandatory.
General Liability Insurance <sup>1,3,4,6,7,8,9</sup>	\$58- \$351 monthly initially, and up to \$5,000 monthly, depending on dollar volume	Deducted monthly on the last calendar day of the next month	Participation in our program is optional. The amount depends upon your Gross Dollar Volume.
Coverall Accident Insurance Program <sup>1,3,4,8,9,10</sup>	2.4% of Gross Dollar Volume for the first shareholder or member owner, not to exceed \$600, plus \$15.00 per month for each additional shareholder or member owner	Deducted monthly on the last calendar day of the next month.	Participation in our program is optional. The amount depends upon your Gross Dollar Volume.
Non-Conviction Janitorial Fidelity Bond or Alternative Non-Conviction Janitorial Fidelity Bond <sup>6,8</sup>	\$5.95 up to \$29.95	Deducted monthly on the last calendar day of the next month	Participation in our program is optional and eligibility is determined from your background screening. In addition, depending upon the results of your background screening, you may not meet certain customer criteria and customers may want to reject your services.
Electronic Fund Transfer Fee <sup>11</sup>	\$9.95 up to \$29.95	Deducted monthly on the last calendar day of the next month.	Participation in our program is optional.
National Account Customer Retention <sup>1,3,4</sup>	Percentage, or another portion, determined at the time the customer is accepted or serviced	Deducted monthly on the last calendar day of the next month	Participation in our program is optional. You are not required to accept National Account Customers



<b>TYPE OF FEE<sup>18</sup></b>	<b>AMOUNT</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Operating Advance Fee <sup>3,4,12</sup>	Up to 10% of the amount advanced	Deducted on the last calendar day of the month following the advance	Charged on Operating Advances approved by Coverall.
Special Services Finder's Fee <sup>1,3,4,13</sup>	A one-time fee per service of 20% of total Special Services contract price	Deducted monthly on the last calendar day of the next month	No charge if you sell the service to the customer yourself.
Sales and Marketing Fee for Additional Business <sup>1,3,14,15</sup>	As published and revised from time to time in the Franchised Business Policies and Procedures Manual, not to exceed 5.0 times one month's billing of the additional volume. Presently, 3.8 times one month's billing of the additional volume	Due when you accept customer(s)	Participation is optional. You are not required to obtain Additional Business through us. See Item 10 for financing options.
Franchise Transfer Fee <sup>3,4</sup>	A one-time fee as published and revised from time to time in the Franchised Business Policies and Procedures Manual	Before or at time of transfer	A transfer fee may be charged if franchise is sold, assigned, transferred, or conveyed.
Customer or Business Owed Administrative Transfer Fee <sup>3,4</sup>	See Remarks	Before or at time of transfer	10% of the customer Regular Service Volume, not to exceed \$500, or 10% of the dollar amount of Business Owed, not to exceed \$500, will be assessed to cover administrative costs if customers or Business Owed are transferred.
Audit Fee <sup>3,4,16</sup>	Cost of the Audit, will vary	As incurred	Payable only if an audit reveals a violation of the in-term restriction on your involvement in another commercial cleaning business or related business, or diverting customers to another entity.
Liquidated Damages <sup>3,4</sup>	\$500 per day	As incurred	May be charged only if your services to a customer are discontinued for any reason, and you do not timely return all keys, security codes and cards.
Attorneys' Fees and Costs <sup>3,4</sup>	Will vary	As incurred	Payable only if we prevail in an action to enforce the Franchise Agreement.
Indemnification <sup>3,4</sup>	Will vary	As incurred	You are solely responsible and must indemnify and hold us harmless for all loss, damage, claims or demands arising from your operation of your Coverall Franchise.

TYPE OF FEE <sup>18</sup>	AMOUNT	DUE DATE	REMARKS
Franchise Application Fee	\$85.00	Due in full when the Franchise Agreement is signed.	Coverall conducts background and financial investigations on all applicants. This is a one-time, non-refundable fee and includes administrative costs.
False Documentation/Information Fee <sup>17</sup>	Up to \$200.00	Deducted on your first monthly statement; or deducted from any refund due you if your Franchise Application is rejected.	If Franchised Business knowingly provides Coverall with false information on the Franchise Application, Coverall, at its sole discretion, will charge a False Documentation Fee. This is a one-time, non-refundable fee and includes administrative costs.

**<sup>1</sup>Billing and Collection Services.** We have the exclusive right to bill and collect in your business name from the customers that you service. We will invoice them on your behalf for your services and any supplies purchased by them. The customers remit funds to us, then we forward you the balance remaining after deductions for your royalty and support fees, any note payments, the cost of supplies and/or equipment purchased by you from us, and any other authorized deductions (for example insurance premiums or electronic funds transfer fee) (the "Authorized Deductions"). If applicable, Coverall will remit on your behalf any state sales tax collected from your customers to the appropriate state taxing authority. Coverall reserves the right to apply the full amount received from any customer who cancels your services for any reason to reduce any financed or other debt owed by you to Coverall.

Royalty and support fees are based on monthly Gross Dollar Volume for all services, including special services and any one-time building cleaning and maintenance services (e.g., carpet cleaning and hard floor maintenance) which you perform for any customer. The Initial Training Program is included in the Initial Franchise Fee. Royalty and support fees may be discounted by Coverall in our sole discretion.

**National Account Customers.** With the exception of National Account Customers, you are entitled to receive the total amount collected from each customer, less all authorized deductions. National Account Customers are customers that have multiple national or regional locations. Coverall may retain a percentage, or another specified portion, of the total amount collected from the National Account Customer (the "Retention"). Therefore, the amount that you will receive for servicing a National Account Customer location may not be equivalent to a pro-rata share of the total monthly amount that is collected from that National Account Customer, or equivalent to a pro-rata share of the total monthly amount that is collected from that National Account Customer for the location serviced by you. To the extent that there is excess Retention, those funds are kept by Coverall. Royalty and support fees are billed to that National Account Customer. The Retention, however, does not affect the amount of Regular Service Volume offered to you to fulfill either your Initial Package or sold to you as Additional Business. If you accept a National Account Customer as Additional Business, then the Retention is in addition to the Sales and Marketing Fee you pay for Additional Business. If you accept a National Account Customer, the Service Agreement will not be assigned to you.

**<sup>2</sup>Cash Flow Protection Program.** Under our Cash Flow Protection Program, we will advance (loan) to you amounts billed to the customers, whether or not we have collected from the customer. Advances will be made no earlier than the last calendar day of the first month (if the last calendar day of the month falls on a weekend and/or holiday, payment will be made on the next business day) following the month the services were provided. Advances attributable to billings for any one customer shall not exceed an amount equal to billings for sixty (60) days and shall not remain outstanding for a period exceeding ninety (90) days from the date on which the amount of the billing was due from the customer. If advances remain uncollected from the customer at the end of ninety (90) days, Franchised Business shall repay Coverall the total amount of the advance. This section does not apply to National Accounts or non-assigned service agreements.

<sup>3</sup>All fees are imposed by and payable to us.

<sup>4</sup>These fees in this Item 6 are nonrefundable.

**<sup>5</sup>Initial Equipment and Supply Package.** The equipment, chemicals and supplies that you purchase for your Franchised Business must satisfy Coverall's specifications. You will receive the specifications at Initial Training. If you choose, you may purchase your equipment, chemicals and supplies from Coverall, and Coverall may agree to finance such purchases. See Exhibit A to A.1 for Coverall's current pricing of the Initial Equipment and Supply Package as of the date of this Disclosure Document. The items included in Coverall's Initial Equipment and Supply Package and pricing of each package are subject to change, and any changes will be stated in the Coverall Franchised Business Policies and Procedures Manual or written notice from us advising you of the changes.

**<sup>6</sup>Business Protection Program.** Under our Business Protection Program, we may make available to you and you may wish to participate in the Coverall general liability insurance and bonding program, which have been placed through a major insurance company. Your background screening is used to determine your eligibility for either the Janitorial Fidelity Bond or the High-Risk Janitorial Fidelity Bond portion of the Business Protection Program. The Business Protection Program is subject to cancellation.

As described in Items 8 and 11, you must obtain this insurance according to minimum specifications.

Participation in Coverall's Business Protection Plan provides the Franchised Business with general liability insurance and fidelity bond coverage as described in Items 8 and 11. The deductibles and plan limits for Coverall's Business Protection Plan and are as follows:

<b>Business Protection Plan limits<sup>A</sup>:</b>	<b>Deductible</b>
General Liability = \$1,000,000 per occurrence, with \$2,000,000 maximum per policy year.	\$1,000 per occurrence
Non-Conviction Janitorial Fidelity Bond = \$1,000,000 per occurrence, and a \$1,000,000 maximum limit per policy year.	\$5,000 per occurrence
Umbrella = \$25,000,000 per occurrence, with \$25,000,000 total of claims covered during the policy period.	\$10,000 per occurrence

<sup>A</sup>Defense costs and other allocated loss adjustment expenses are in addition to limits.

If you enroll in Coverall's Business Protection Plan and coverage has been determined to apply, Coverall will waive (the "Waiver") certain of its contractual indemnification rights against you except for the applicable deductibles under the Plan (see Paragraph 20 of the Coverall Franchise Agreement Exhibit A.1.). Accordingly, Coverall will not look to you for such contractual indemnification rights, to the extent that coverage applies under the Plan.

Coverall's Business Protection Plan, including Coverall's waiver, **does not provide** coverage for the following: 1) Workers' Compensation, 2) Automobile, 3) Medical, 4) Dental, 5) Plan Deductibles, and 6) Items Not Covered or excluded by the Applicable Policy.

YOU ARE NOT REQUIRED TO PARTICIPATE IN THE COVERALL BUSINESS PROTECTION PLAN. YOU MAY BE ABLE TO OBTAIN THIS COVERAGE AT A LOWER COST ON YOUR OWN. THE FEES PAID TO PARTICIPATE IN THE COVERALL BUSINESS PROTECTION PLAN EXCEED THE COST TO COVERALL FOR THESE PROGRAMS. THESE EXCESS FUNDS ARE RETAINED BY AND INURE SOLELY TO THE BENEFIT OF COVERALL. COVERALL TYPICALLY MAKES A PROFIT ON ITS BUSINESS PROTECTION PROGRAM.

<sup>7</sup>These amounts apply to the monthly dollar volume being serviced by Franchised Business.

<sup>8</sup>If Franchised Business fails to obtain any or all insurance as specified herein and approved by Coverall, Coverall may (but shall not be required to), in addition to other remedies, purchase such insurance for the benefit of Franchised Business in which event Franchised Business agrees to promptly reimburse Coverall for the cost. In the event it becomes necessary for Franchised Business to reimburse Coverall for the costs of insurance, Franchisee Business authorizes Coverall

to deduct the costs of the insurance, on a monthly basis, or as is otherwise necessary, from amounts billed and collected from Franchised Business's customers.

**On-The-Job Accident Program.** You may want to participate in our Franchise Owner On-the-Job Accident Insurance Program (the "Coverall Accident Insurance Program"). **This is not worker's compensation insurance and does not provide the scope of benefits available to you under a worker's compensation insurance policy.** The Coverall Accident Insurance Program provides coverage for the Franchised Business Owner and not the Franchised Business's employees. As described in Items 8 and 11, if you do not participate in the Coverall Franchise Owner On-the-Job Accident Insurance Program and are not covered by a workers' compensation policy, you must obtain comparable insurance coverage according to our minimum specifications, which may change from time to time. The rate charged to participate in the Coverall Accident Insurance Program is subject to change. Any changes in the minimum specifications or rates will be stated in the Coverall Franchised Business Policies and Procedures Manual and/or by a written notice from us advising you of the changes. The Coverall Accident Insurance Program is subject to cancellation. The current Coverall Accident Insurance Program plan limits are as follows:

BENEFIT	LIMITS
ACCIDENTAL DEATH Principal Sum Accident Commencement Period Deductible Amount	\$150,000 365 Days \$0
ACCIDENTAL DISMEMBERMENT Principal Sum Accident Commencement Period Deductible Amount	\$250,000 365 Days \$0
PARALYSIS Principal Sum Accident Commencement Period	\$250,000 365 Days
TEMPORARY TOTAL DISABILITY Commencement Period (Initial Disability) Waiting Period Participation Percentage Maximum Weekly Benefit Amount Maximum Benefit Period	90 Days 7 Days 70% \$500 104 Weeks or to age 70, whichever occurs first
CONTINUOUS TOTAL DISABILITY Participation Percentage Maximum Weekly Benefit Amount Maximum Benefit Period	70% \$500 4 years or to age 70, whichever occurs first
ACCIDENT MEDICAL EXPENSE Commencement Period Deductible Amount Maximum Benefit Period Maximum Benefit Amount	90 Days \$0 104 Weeks \$1,000,000
DENTAL	\$250/tooth per accident, not to exceed \$2,500
OCCUPATIONAL DISEASE Maximum Benefit Amount	Subject to accident medical expense limit

YOU ARE NOT REQUIRED TO PARTICIPATE IN THE COVERALL ACCIDENT INSURANCE PROGRAM. YOU MAY BE ABLE TO OBTAIN THE REQUIRED COVERAGE AT LOWER COST ON YOUR OWN. THE FEES PAID TO PARTICIPATE IN THE COVERALL ACCIDENT INSURANCE PROGRAM EXCEED THE COST TO COVERALL FOR THE PROGRAM. THESE EXCESS FUNDS ARE RETAINED BY AND INURE SOLELY TO THE BENEFIT OF COVERALL. COVERALL TYPICALLY MAKES A PROFIT ON ITS ACCIDENT INSURANCE PROGRAM.

<sup>10</sup>If you elect to participate in Coverall's Franchise Owner On-the-Job Accident Insurance Program, then your rate will be 2.4% per month for the first shareholder or member owner, plus \$15.00 per month for each additional shareholder or member owner. These rates may change as provided in Footnote 10 above. (These rates include a 0.2% administration fee charged by Coverall.) Since the premium is a percentage of your monthly Gross Dollar Volume, you may be able to procure this coverage elsewhere for less than the cost of participating in this Program. Coverall makes a profit on its Accident Insurance Program.

<sup>11</sup>**Electronic Fund Transfer Fee.** If you choose to have your monthly Franchise distribution deposited via electronic fund transfer ("EFT") to your business bank account, then you must pay Coverall a fee for this service. The fee is currently \$9.95 per month. Any change in this fee will be stated in the Coverall Franchised Business Policies and Procedures Manual. This service may not be available in your Support Center.

<sup>12</sup>**Operating Advance.** Coverall may in its sole discretion, advance funds to you ("Operating Advance") [in addition to our Cash Flow Protection Plan] against your customer receivables. You are required to repay such advances on the 30th day following the date upon which the advance is made along with the fee.

<sup>13</sup>**Special Services Finder's Fees.** Special Services Finder's Fees are applied to one-time services contracts, for example, window cleaning and strip and refinishing floors, unless you sell the service to the customers yourself and furnish all equipment, supplies and labor, in which case no finder's fee is payable. Royalty and support fees are charged. Special Services Finder's Fees may be discounted by Coverall in our sole discretion.

<sup>14</sup>**Additional Business.** We may occasionally offer you a new customer (including a National Account Customer), an increase in Regular Service Volume for a customer currently serviced by you, or a customer to fulfill your Initial Package or Business Owed the contract value of which exceeds the amount that we are obligated to offer you ("Additional Business"). You may accept or refuse Additional Business. As a condition of acceptance and purchase of Additional Business, you will be required to sign a general release in favor of Coverall. (See attached Exhibit G, Franchised Business Customer Acceptance Forms.)

<sup>15</sup>**Sales and Marketing Fee for Additional Business.** The sales and marketing fee is charged for customers purchased by you from us to grow your business. (You do not have to purchase Additional Business from us.) The sales and marketing fee will be the then-current Multiplier published and revised from time to time in the Franchised Business Policies and Procedures Manual. As a condition of your acceptance and purchase of Additional Business, you will be required to sign a general release in favor of Coverall. (See attached Exhibit G, Franchised Business Customer Acceptance Forms.) The current Multiplier is 3.8 times one month's Gross Dollar Volume for the Additional Business. The multiplier may not exceed 5.0. For example, if we offer and you accept Additional Business in the amount of \$1,500.00 in monthly Gross Dollar Volume, at the current rate of 3.8 times, you will pay a sales and marketing fee of \$5,700.00. The amount of the sales and marketing fee that you will pay will be specified in writing at the time you accept Additional Business.

Once Coverall's obligation to offer you Initial Business has been fulfilled, we have no obligation to offer you Additional Business. If we offer you Additional Business and you accept it, we may finance up to eighty percent (80%) of the sales and marketing fee, at our discretion. The amount that you pay for Additional Business is non-refundable, and if you financed the purchase of Additional Business through Coverall, you remain obligated to continue to pay Coverall. Coverall reserves the right to apply the full amount received from any customer who cancels your services for any reason to reduce any financed or other debt owed by you to Coverall.

If you locate or solicit new business on your own, you will not be charged a sales and marketing fee. However, royalty and support fees will be charged. We do not guarantee new business that you obtain; and billing and collection of all new business obtained by you shall be performed through Coverall, unless otherwise agreed by Coverall in writing.

<sup>16</sup>**Audit Fee.** If Coverall conducts an audit of your Franchised Business records and discovers that you are in violation of the in-term restriction against your involvement in another commercial cleaning or related business, or against diverting customers to another entity, then you must pay Coverall for any reasonable expenses or costs incurred in conducting the audit.

<sup>17</sup>If you knowingly provide Coverall with false information on the Franchise Owner Application, then Coverall, at its sole discretion, will charge a False Documentation/Information Fee in order to recover its administrative and other costs. This fee will not exceed \$200, unless otherwise stated in the Coverall Franchised Business Policies and Procedures Manual.

<sup>18</sup>All fees are uniformly imposed except in those instances where Coverall reserves discretion with regard to the amount of the fee to be imposed, or where the amount of the fee cannot be determined until the occurrence of the event that triggers the imposition of the fee.

### **ITEM 7 - ESTIMATED INITIAL INVESTMENT**

<b>YOUR ESTIMATED INITIAL INVESTMENT</b>				
<b>Type of expenditure</b>	<b>Amount</b>	<b>Method of payment</b>	<b>When due</b>	<b>To whom payment is to be made</b>
Initial Franchise Fee <sup>1,2,3,4</sup>	\$15,570-\$40,320	As Arranged	At signing of Franchise Agreement	Coverall
Initial Equipment and Supply Package <sup>3,4</sup>	\$990 - \$2,550	As Arranged	As Incurred	Coverall or Supplier
Corporate Filings, Banking, Business License, and Permits <sup>2,4</sup>	\$175-\$500	As Arranged	As Incurred	State and local government, Financial Institution, as applicable
Office Supplies & Equipment <sup>2,4,5,12</sup>	\$0-\$120	As Arranged	As Incurred	Supplier
Apparel <sup>2,4,6</sup>	\$15-\$150	Lump Sum	As Incurred	Coverall
Misc. Pre-Opening Costs <sup>2,4</sup>	\$0-\$300	As Arranged	As Incurred	Supplier
Additional Funds (four months) <sup>2,4,7,8,9,10</sup>	\$314-\$3,500	As Arranged	As Incurred	Supplier
General Liability Insurance <sup>8</sup>	\$0-\$1,479.84	Deducted Monthly	Deducted on the last calendar day of the next month	Coverall or Supplier
Franchise Owner On the Job Accident Insurance <sup>8</sup>	\$0-\$960	Deducted Monthly	Deducted on the last calendar day of the next month	Coverall or Supplier
Non-Conviction Janitorial Fidelity Bond or Alternative Non-Conviction Janitorial Fidelity Bond <sup>8</sup>	\$23.80-\$47.80	Deducted Monthly	Deducted on the last day of the next month	Coverall or Supplier
Automobile Insurance <sup>14</sup>	\$500 -\$5,000	As Arranged	As Incurred	Supplier
Workers' Compensation Insurance <sup>13</sup>	\$104 - \$5,680	As Arranged	As Incurred	Supplier
Vehicle <sup>15</sup>	\$225-\$2,300	As Arranged	As Incurred	Supplier
<b>Total<sup>1,2,9,10,11</sup></b>	<b>\$17,917 – \$62,908</b>			

<sup>1</sup>You may choose to finance a portion of the Initial Franchise Fee as described in Items 5 and 10.

<sup>2</sup>Most amounts are affected by the size of the Franchise Package you purchase. Generally, the greater the Initial Business purchased, the greater the amount of the initial investment. (See Item 5.)

<sup>3</sup>The Initial Franchise Fee is discussed in detail in Item 5. We offer financing for the Initial Franchise Fee at 6%, 9%, or 12% interest as described in Item 10. The term of the loan is up to 30 months depending upon the franchise package you purchase, described in Item 5 and Item 10. We will provide you with initial training and start-up cleaning customers, all of which are included in the Initial Franchise Fee. (See Exhibit A to A.1 for a detailed list of equipment, chemicals and supplies that you will need to purchase to start your Franchised Business). The commercial cleaning industry is highly competitive; and customers can be lost for any number of reasons, including but not limited to, poor service, the customer chooses a lower priced provider, the customer goes out of business or files for bankruptcy protection, economic circumstances cause the customer to terminate outside vendors. Because of these factors, we are unable to predict with any certainty the point at which you might recover your initial investment in your franchised business.

<sup>4</sup>These fees are nonrefundable. A Coverall Franchised Business must be a corporation or limited liability company, and must keep separate accounting, banking, and financial records for the Franchised Business. Each Franchised Business must obtain a Federal Employer Identification Number, and obtain a business license, if applicable. You will need to open a business checking account in connection with your business.

<sup>5</sup>Includes office supplies, business cards, and identification badges.

<sup>6</sup>You are required to purchase approved apparel at a cost of about \$15-\$30 per person for all persons performing services for the Franchised Business. Although we sell approved apparel, you are not required to purchase apparel from us. However, we must approve the use of any Coverall® Marks appearing on apparel purchased from third parties.

<sup>7</sup>You will need additional funds for expenditures during the start-up phase to the extent that these costs are not covered by your initial Gross Dollar Volume. We define the start-up phase to be four months after you begin servicing your first customer. Depending on your accounts you may need additional equipment such as a floor polisher, the purchase cost of which has been included in the maximum amount. We offer financing for the purchase of equipment from us as described in Item 10. The "additional funds" category reported here is not an assurance that additional working capital will not be needed. Your own managerial ability and other factors beyond our control may result in additional start-up expenditures or time.

<sup>8</sup>The cost of insurance varies depending upon your prior history, terms of payment, and various other factors. The range of prices for comprehensive liability insurance purchased through our Business Protection Program initially is ordinarily \$116 to \$369.96 per month, depending on your Gross Dollar Volume. Your background screening is used to determine your eligibility for either the Fidelity Bond or the High-Risk Fidelity Bond portion of the Business Protection Program. The range of prices for job related accident insurance purchased through Coverall is ordinarily \$72 to \$240 per month, for \$3,000 and \$10,000 Franchise Packages, respectively, for the first shareholder or member owner, plus \$15.00 per month for each additional shareholder or member owner. The rate for Coverall's Accident Program will be 2.4% (including Coverall's 0.2% administration fee) of monthly Gross Dollar Volume for the first shareholder or member owner, plus \$15.00 per month for each additional shareholder or member owner. Coverall's rates for insurance coverages are subject to change per footnote 10 in Item 6. If such change(s) is made, the premium may differ by state(s). The fees collected by Coverall from its Franchised Businesses for participation in the Business Protection Program or the Accident Program may exceed the cost to Coverall for these programs. Fees in excess of cost are retained by Coverall. Coverall typically makes a profit on these programs. These ranges are based on four months of expenses. The estimated ranges above assumes you have no business fulfilled, on the low end and the amount of business set to be fulfilled under the P-10 Franchise Package, on the high end. However, this is not a maximum; if your Franchise exceeds the amount of business set to be fulfilled in the P-10 Franchise Package, your costs will increase accordingly.

<sup>9</sup>We do not require you to purchase or lease any real estate. Most Coverall Franchised Businesses operate from home. In addition, since many Franchised Businesses do not have employees during the start-up phase, payroll costs are not included here.

<sup>10</sup>Your costs will depend on factors such as: how well you follow our Coverall Program; management skill, experience, and business acumen of owners and employees; local economic conditions; the local market for cleaning services; customer retention rate, and competition. We relied on our experience in the commercial cleaning business since 1985 to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

<sup>11</sup>This amount includes the Initial Franchise Fee, a portion of which may be financed.

<sup>12</sup>You are required to have access for your personnel to a personal computer or hand-held device with Internet access and full-web browser capabilities, and the ability to send and receive electronic mail. However, we are not specifying what type of device you use to access the Internet and electronic mail.

<sup>13</sup>If you have employees, you must also obtain workers' compensation insurance for state statutory limits. In addition, if anyone other than a Franchised Business owner provides services to, then you must obtain workers' compensation insurance, regardless of state law. Coverall does not offer a worker's compensation program to offer to its franchise owners at this time. The low end of the range assumes a workers' compensation coverage rate of \$2.59 per \$100 of payroll, at a hourly wage of \$7.25 for one employee working 40 hours per week and the high end of the range assumes a workers' compensation coverage rate of \$17.75 per \$100 of payroll, at an hourly wage of \$16.50 for three employees working 40 hours per week. Some insurance companies require an up-front deposit to purchase worker's compensation insurance.

<sup>14</sup>This cost estimate represents the estimated annual costs to procure commercial automobile insurance for a potential franchisee utilizing their own, single (1) vehicle, the potential driver would have zero serious infractions on their record (DUI, Reckless Driving, Racing, Super Speeder, etcetera) and no more than 2 minor infractions, and the vehicle would be driven no more than 20,000 miles per year. The actual cost will vary greatly and is ultimately determined by the insurance carrier. Not all individuals will be able to procure automobile insurance. Not all encompassing, but some factors that may factor into pricing and availability of insurance are driving record, driver age, geographical location, type of vehicle, miles driven per year, and history with the insurance carrier.

<sup>15</sup>You will need a vehicle in connection with this business. The low estimate is for fuel and routine maintenance only and assumes you have an insured vehicle. The high estimate assumes you do not already have an insured vehicle and need to lease one or make payments on a purchased one (at a monthly lease rate of \$400 per month) and must incur costs for fuel and routine maintenance.

## **ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

Quality control is an important part of the Coverall Program. The success of a national franchise system depends upon high standards and uniformity of workmanship. In order to achieve these high standards, proper cleaning agents, supplies, and equipment must be used.

### **SUPPLIES AND EQUIPMENT**

We use our purchasing power to negotiate arrangements with some suppliers for your benefit, which typically represent a savings to you of 5-10% off the manufacturer's retail list price. We may charge a mark-up on these sales. You are not required to purchase any goods, services, supplies, fixtures, equipment, or inventory, for your business from us. The cost of equipment, chemicals, supplies, and apparel purchased in accordance with specifications, through us or another approved supplier, represents (along with the purchase of required insurance) 70%-80% of your non-payroll expenditures in establishing and operating your commercial cleaning franchise. This percentage does not include labor costs or the purchase of Additional Business.

Due to quality control and branding considerations, you must purchase and use in your Franchised Business supplies and equipment according to our specifications as set forth in directives issued from time to time and/or as published and revised from time to time in the Franchised Business Policies and Procedures Manual. We identify approved suppliers and approved equipment, chemicals, and supplies. A current list of approved suppliers is available in Coverall's Franchised



Business Policies and Procedures Manual. We are an approved supplier of cleaning chemicals, janitorial supplies, cleaning equipment, and apparel. Approval qualification criteria include requirements such as the identification of product composition and compliance with OSHA requirements. If you would like to purchase non-approved equipment, chemicals, and supplies, you must submit a "Request for Approval" form, a sample of the proposed product or equipment (if possible), the Material Safety Data Sheet for the chemicals and the manufacturer's specifications. Upon receipt, we will test for performance indications, including: cleaning efficiency, safety, ease of application, durability, and economy, and notify you of our approval or disapproval within 30 days. There is no fee for this service. We will approve an item after this test if it meets approved supplier qualifications and the performance standards of a comparable, approved product. If we or a customer specify the use of specific products or equipment, you are obligated to purchase and use the specified products or equipment from an approved supplier.

On or before the completion of Initial Training, if you do not purchase a starter-kit of equipment, chemicals and supplies from Coverall, you must demonstrate to Coverall that you have purchased the specified equipment, chemicals and supplies necessary to get started in your business. This is a one-time requirement.

We reserve the right to revoke our approval of a supplier, product, or equipment if it is determined that it no longer meets quality standards. Upon written notification of revocation, you must immediately cease using the disapproved supplier or product.

No officers of Coverall have any ownership interest in any suppliers used by Coverall.

In the 2023 fiscal year, our revenues from the sale of all equipment, chemicals, supplies, insurance, and apparel to Franchised Businesses were \$16,944,661.00 or 18.13% of our total revenues of \$93,458,758.00. This information is from our internal financial records. We received discounts from vendors of 20 to 50% on our purchases of equipment, chemicals and miscellaneous supplies, which we re-sell to our Franchised Businesses. You may or may not receive the full benefit of these discounts. In addition, in 2023, we received rebates totaling \$144,539.00 from vendors or 0.15% of our total revenues of \$93,458,758.00. We retain, at our sole discretion, all rebates. All or some portion of any rebate may, at Coverall's sole discretion, be allocated to charitable endeavors. Neither Coverall nor any of its affiliates receive any rebates on any Service Franchisees' sale of equipment, chemicals, supplies, insurance, and branded apparel to their franchisees.

### COMPUTER EQUIPMENT

Your owners are required to have access to a cell phone and personal computer, or hand-held device, such as a cell phone, with Internet access, the ability to send and receive electronic mail and text messages, and full-web browsing capabilities. You must provide Coverall with a cell phone number and electronic mail address. We are not specifying what type of device you use, as long as you have the ability to send and receive electronic mail, text messages, and full-web browsing capabilities via the Internet.

### INSURANCE SPECIFICATIONS

You are required, at your sole expense, to maintain insurance naming us as an additional insured on the face of each policy. You must obtain commercial general liability insurance covering property damage, loss and personal injury in amounts not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and a \$5,000,000 umbrella policy. Your commercial general liability insurance: i) shall identify the Franchised Business's business name as the named insured on the policy; ii) shall name Coverall as an additional insured on a primary and non-contributory basis and include a waiver of subrogation; iii) may not contain an exclusion for property in your care, custody, and control; iv) we strongly recommend that you obtain an endorsement that provides coverage for bodily injury, property damage, loss and personal injury resulting from building, cleaning and maintenance operation in a limit no less than the CGL required policy limits written on an occurrence basis; and v) umbrella shall follow form.

Participation in Coverall's Business Protection Program provides Franchised Business with: i) the \$1,000,000 per occurrence, \$2,000,000 in the aggregate commercial general liability coverage; ii) an \$25,000,000 umbrella, iii) Franchised Business is named as an additional insured on Coverall's policy; and iv) includes an endorsement that provides coverage for

bodily injury, property damage, loss and personal injury resulting from building, cleaning and maintenance operations at a limit no less than the CGL policy limits, written on an occurrence basis. (See Item 6 for Business Protection Plan limits.)

You must obtain comprehensive automobile liability insurance, including personal injury and property damage insurance, in the minimum amount of \$50,000, the amount required by state law, or the amount required by your customers. Participation in Coverall's Business Protection Program does not provide you with this coverage.

If you have employees, you must also obtain workers' compensation insurance for state statutory limits. In addition, if anyone other than a franchise owner provides services to customers on behalf of your franchised business, you must obtain workers' compensation insurance, regardless of state law. Coverall does not have a worker's compensation program to offer to its franchise owners at this time. If you do not have workers' compensation insurance covering the owners of the franchised business, then you must obtain on-the-job accident insurance for yourself, with minimum coverage as follows: accidental death (\$20,000.00), accidental dismemberment (\$20,000.00), paralysis (\$20,000.00), temporary total disability (\$500.00 per week for 52 weeks), continuous disability (\$500.00 per week for 52 weeks), and accident medical expense (maximum benefit of \$50,000.00 for 52 weeks). The Coverall Accident Insurance Program has higher limits. (See Item 6 for Franchise Owner On-the-Job Accident Insurance Program Plan limits.)

You must also maintain employer's liability insurance in amounts no less than \$100,000 each accident and comply with all state and federal laws to maintain a proper unemployment insurance account.

You must also obtain janitorial bonding in a minimum amount of \$100,000. Participation in Coverall's Business Protection Plan provides janitorial bonding coverage \$1,000,000 per occurrence, and a \$1,000,000 maximum limit per policy year.

You may be able to procure the required insurance coverage elsewhere for less than the cost of participating in Coverall's insurance programs. If you choose to procure insurance on your own, you must provide proof of all required insurance to Coverall within ten (10) days of signing your Coverall Franchise Agreement and upon demand by Coverall at any time during the term of your Franchise. Failure to provide proof of insurance may result in suspension of the Initial Business Offering Period. All of your insurance policies shall name Coverall as an additional insured. If Franchised Business fails to obtain any or all insurance as specified herein and approved by Coverall, Coverall may (but shall not be required to), in addition to other remedies, purchase such insurance for the benefit of Franchised Business in which event Franchised Business agrees to promptly reimburse Coverall for the cost, or if available, automatically enroll you in the applicable Coverall insurance program and deduct the premiums monthly. In the event it becomes necessary for Franchised Business to reimburse Coverall for the costs of insurance, Franchised Business authorizes Coverall to deduct the costs of the insurance, on a monthly basis, or as is otherwise necessary, from amounts to be paid by Coverall to Franchised Business. (See Item 6). We will notify you of any modifications to the policy limits set forth above. Coverall reserves the right to change or modify all required coverages and premium rates. These programs are subject to cancellation, and minimum coverages are subject to increase or decrease from time to time in accordance with changes made to the Coverall Franchised Business Policies and Procedures Manual and/or by Coverall providing you with written notice advising you of change(s).

We do not provide any material benefits to you if you buy from sources we approve.

## BILLING AND COLLECTIONS

All of the commercial cleaning services that you provide must be through Franchised Business with all billing and collection done through Coverall. If you obtain a customer on your own, unless otherwise agreed by Coverall in writing, billing and collection services for that customer shall be performed by Coverall. If applicable, Coverall will pay any state sales tax collected from your customers to the appropriate state taxing authority.

## **ITEM 9 - FRANCHISED BUSINESS'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.**

<b>Obligation</b>	<b>Section In Franchise Agreement</b>	<b>Disclosure Document Item</b>
a. Site selection and acquisition/lease	Not Applicable	7, 11
b. Pre-opening purchases/leases	Not Applicable	7, 8
c. Site development and other pre-opening requirements	Not Applicable	7, 11
d. Training	Sections 9, 16A, 17A & B of Franchise Agreement	11
e. Opening	Not Applicable	11
f. Fees	Sections 4, 5, 6, 7, 17, 25 of Franchise Agreement; Promissory Note; Sections 2, 5, 10 of Equipment Purchase Agreement	5, 6, 7, 11
g. Compliance with standards and policies/Operating Manual	Sections 11, 12, 17, 22 of Franchise Agreement	5, 8, 11
h. Trademarks and proprietary information	Sections 1, 11, 17, 18, 23 of Franchise Agreement	13, 14
i. Restrictions on products/services offered	Section 18 of Franchise Agreement	8, 16
j. Warranty and customer service requirements	Sections 17 & 22 of Franchise Agreement	5, 6, 8, 11
k. Territorial development and sales quotas	Section 3 of Franchise Agreement	1
l. Ongoing product/service purchases	Sections 12 & 17 of Franchise Agreement; Equipment Purchase Agreement	8
m. Maintenance, appearance and remodeling requirements	Not Applicable	
n. Insurance	Section 17F of Franchise Agreement; Equipment Purchase Agreement page 3	6, 7, 8, 11
o. Advertising	Sections 2, 16, 18, 23B of Franchise Agreement	6, 11
p. Indemnification	Sections 19 & 20 of Franchise Agreement	
q. Owner's participation/ management/ staffing	Sections 9, 17, 19 of Franchise Agreement	15
r. Records/reports	Sections 13, 15, 16, 17, of Franchise Agreement	6
s. Inspections/audits	Sections 12, 14, 15, 17 of Franchise Agreement	
t. Transfer	Sections 6, 21 of Franchise Agreement	6, 17
u. Successor Term	Section 2 of Franchise Agreement	17
v. Post-termination obligations	Sections 23 of Franchise Agreement	17
w. Non-competition covenants	Section 18 of Franchise Agreement	17
x. Dispute resolution	Section 24 & 25 of Franchise Agreement	17
y. Equipment maintenance and repairs	Section 17 of Franchise Agreement	
z. Certification	Section 38 of Franchise Agreement	
aa. Guaranty of Franchise Obligations	Section 37 of Franchise Agreement	15

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## ITEM 10 - FINANCING

SUMMARY OF FINANCING OFFERED									
ITEM FINANCED (SOURCE)	AMOUNT FINANCED	DOWN PAYMENT	TERM	APR	MONTHLY PAYMENT	PRE PAY PENALTY	SECURITY REQUIRED	LIABILITY UPON DEFAULT	LOSS OF LEGAL RIGHT ON DEFAULT
Initial Franchise Fee <sup>1,2,7</sup> (Coverall)	\$11,570.00 - \$18,063.36 <sup>1,2</sup>	\$4,000.00 - \$22,256.64 <sup>2</sup>	1 year to 30 months, dependent upon the franchise package <sup>1</sup>	6%, 9%, or 12%, dependent upon the franchise package and financing term <sup>1</sup>	12 to 30 equal Monthly installments, dependent upon the franchise package and financing term <sup>1</sup>	None	Shareholder/Member guaranty <sup>3</sup>	Late penalty; acceleration of amounts due; fees <sup>4</sup>	None <sup>5</sup>
Equipment Purchases <sup>3,6,7</sup> (Coverall)	Up to 100%	0 - up to 100%	Up to 24 mos.	18%	Varies	None	Shareholder/Member guaranty and pledge of equipment <sup>3</sup>	Late penalty; acceleration of amounts due; remove equipment <sup>4</sup>	None <sup>5</sup>
Additional Business <sup>7</sup> (Coverall)	Negotiable; Up to 50% <sup>8</sup>	Negotiable; Up to 50% <sup>8</sup>	Up to 12 mos.	12%	Varies	None	Shareholder/Member guaranty <sup>3</sup>	Late penalty; acceleration of amounts due; fees <sup>4</sup>	None <sup>5</sup>

<sup>1</sup>Depending on the Franchise Package you choose, unless there are applicable incentives (see Item 5) the Initial Franchise Fee ranges from \$15,570.00 to \$40,320.00. In order to assist credit-worthy Franchised Businesses in the purchase of the business, we will typically finance between \$9,500.00 and \$18,063.00. The financed amount is currently evidenced by a Promissory Note and is payable over a 1 year to 30 month period depending upon the franchise package and the financing term you choose from the following options:

Franchise Package	Interest Rates & Financing Terms			
	Financing Terms Available			
	12 mo.	18 mo.	24 mo.	30 mo.
P-3,000	6%	9%	12%	12%
P-4,000	6%	9%	12%	12%
P-5,000		9%	12%	12%
P-7,000		9%	12%	12%
P-10,000		9%	12%	12%

We reserve the right to change the terms, interest rate, and amounts financed. (A copy of our Promissory Note appears in this disclosure document as an attachment to Exhibit A.1.) We reserve the right to change the method by which we offer financing to Franchised Businesses so that in lieu of our accepting Franchised Businesses' promissory notes, we may offer Franchised Businesses lines of credit and/or make available financing through third party lenders upon terms and conditions to be determined by the third party lenders. We reserve the right to sell, assign, or discount promissory notes to a third party. If Coverall agrees to temporarily suspend payment on any financed obligation, interest will continue to accrue on the outstanding balance.

<sup>2</sup>The Initial Franchise Fee is uniform except as described in Item 5.

<sup>3</sup>The Equipment Promissory Note must be secured by the equipment, which shall be the collateral for such security interest. The Promissory Note and Equipment Purchase Agreement, if any, as well as all sums due under the Franchise Agreement, must be guaranteed individually by you, members and shareholders. (See Guaranty form.)

<sup>4</sup>If you do not pay on time, we can charge a late penalty. In the case of nonpayment or other default under the Promissory Note, or any financing provided by Coverall, or breach of the Franchise Agreement or any other agreement with us, we can require immediate payment of all amounts due, and/or terminate your Franchise, and we can also collect our attorneys' fees and costs. (See Promissory Note.) Under the Equipment Purchase Agreement, we can require immediate payment of all amounts due and take back the equipment. (Equipment Purchase Agreement, Paragraphs 2 and 10). Your obligation to pay your financed debt to Coverall is not dependent upon your generation of revenue. You must make your monthly payment until the debt is paid in full; failure to do so can result in a declaration of default and imposition of late fees.

<sup>5</sup>There is no waiver of legal rights in any financing contract.

<sup>6</sup>The interest rate on financed equipment purchases is 18% or the highest rate permitted by your state, whichever is less, on the unpaid balance.

<sup>7</sup>Monthly payments are due on the last calendar day of each month, beginning in the first month following the month in which service of the financed customer begins. Under the Franchise Agreement, we deduct payments due us from funds paid by customers for services. However, failure of a customer to pay does not relieve you of your obligation to make monthly payments on your financed debt, and if in any given month your Gross Dollar Volume is zero, you must make your note payment to Coverall. If Coverall agrees to temporarily suspend payment on any financed obligation, interest will continue to accrue on the outstanding balance. See Item 11 for a description of our billing and collection services. With the exception of equipment purchases, we do not presently make available financing for Franchised Businesses with other sources, but we may in the future make financing available to you through a third party lender upon terms and conditions satisfactory to the third party lender.

<sup>8</sup>We usually finance up to 80% of the sales and marketing fee for Additional Business offered to you by Coverall. Additional Business requested by you must be paid for in full prior to Coverall offering you the requested amount of Additional Business, and as a condition of acceptance and purchase of Additional Business, you will be required to sign a general release in favor of Coverall. (See attached Exhibit G, Franchised Business Customer Acceptance Forms.)

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

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

### **PRE-OPENING ASSISTANCE**

Before you open your business:

- (1) We will license you to use the names and service marks "Coverall®," or such other name, mark, or logo as we may direct during the term of the Franchise Agreement (Franchise Agreement, Paragraph 2).
- (2) We offer a starter-kit of equipment, chemicals and supplies for purchase (Franchise Agreement, Paragraph 17, and Exhibit A to A.1).
- (3) We will provide you with a training program as set forth below. (Franchise Agreement, Paragraphs 9 and 17).

Franchised Business may operate the Coverall Franchise only in the stated geographic area covered by the identified Coverall Support Center where Franchised Business bought the Franchise (the then-current list of Support Centers is described on Exhibit I to the Franchise Disclosure Document) (the "Area"). We do not offer site selection assistance.

## TRAINING

Coverall's current Franchised Business Initial Training Program, based on our proprietary Coverall Core 4<sup>®</sup> Process ("Initial Training Program"), consists of the following (Franchise Agreement, Paragraph 9 and 17):

The Coverall Initial Training Program is mandatory for the Franchised Business owner(s) or any designees approved by us in writing, and for transferees of the Franchise. Your employees, as approved by Coverall, may also attend training, pursuant to your request, however, you remain responsible for their training. The Training Program is conducted at one of our Support Centers or other designated facility and/or onsite at Coverall customer facilities, usually within commuting distance of your residence. Any travel or living expenses you may have should be minimal.

The Initial Training Program consists of between approximately 33 to 46 combined hours of classroom and hands-on instruction on, among other things, cleaning tools and techniques, customer service, and business management basics. It typically takes up to eight (8) weeks to complete the Initial Training Program.

The Initial Training Program is available in printed or electronic format from your Support Center. To assist you with training your employees, your employees who sign Confidentiality and Non-Disclosure Agreement may be permitted to access certain training modules related only to cleaning task execution. Coverall reserves the right to revoke your and any of your employees' access to the Training Program at any time for any reason.

As part of the Initial Training Program, we distribute manuals and other instructional materials. All manuals are available for you to view at your local Support Center before you purchase your Coverall Franchised Business. Prior to viewing any manuals, you will be required to sign a Confidentiality and Non-Disclosure Agreement substantially in the form attached to this Disclosure Document as Exhibit F ("Confidentiality and Non-Disclosure Agreement"). At Coverall's sole discretion, all Coverall manuals and instructional materials may be provided to you in electronic format or printed copy. All Coverall instructional materials shall remain the property of Coverall and must be returned upon expiration, termination, or assignment of your Franchised Business. We may also provide additional home study material from time to time. We identify approved suppliers and approved equipment, chemicals, and supplies during training and consultation.

As of the date of this Disclosure Document, the subjects covered in the Initial Training Program are described as follows:

INITIAL TRAINING PROGRAM				
	SUBJECT	HOURS OF CLASSROOM TRAINING <sup>1</sup>	HOURS OF ON-THE-JOB TRAINING	LOCATION <sup>2</sup>
<b>Class 1</b>	Orientation and More	2-3	N/A	Regional Support Center
<b>Class 2</b>	Running Your Business	2-3	N/A	Regional Support Center
<b>Class 3</b>	Core 4 and Starter Kit	3-4	N/A	Regional Support Center
<b>Class 4</b>	General Office and Restroom Cleaning	2-3	N/A	Regional Support Center
<b>Class 5</b>	Hands-On Cleaning: Office & Restroom Cleaning	1	3-4	Regional Support Center, Customer Facility
<b>Class 6</b>	On Demand & Preventative Maintenance Services	2-3	3-4	Regional Support Center
<b>Class 7</b>	Vertical Markets	3-4	2	Regional Support Center
<b>Class 8</b>	Bloodborne and Airborne Pathogens	2-3	N/A	Regional Support Center

<b>Class 9</b>	Safety and Security	2-3	N/A	Regional Support Center
<b>Class 10</b>	Customer Service and Communication	2-3	N/A	Regional Support Center
<b>Class 11</b>	Core Selling and Bidding	2-3	N/A	Regional Support Center
<b>Class 12</b>	Franchise Support and Documents Review	2-3	N/A	Regional Support Center
	<b>Total</b>	<b>23-36</b>	<b>8-10</b>	

<sup>1</sup>The classroom hours are approximate. The actual classroom time is customized to meet the individual needs of the Franchised Business personnel in attendance at any given time.

<sup>2</sup>Initial Training Program classes are held at one of our Support Centers or other designated facility and/or in customer facilities, usually within commuting distance of your residence. Any travel or living expenses you may have should be minimal. We may determine from time to time, in our sole judgment, to suspend in-person training and instead conduct the Initial Training Program, or any portion thereof, virtually. The classes listed in the Initial Training Program in the table above will be made available to franchised businesses upon demand.

The Initial Training Program typically begins within 30 days after the Franchise Agreement is signed. Franchise Development Consultants located at the Support Centers conduct the Training Programs. The Initial Training Program is overseen by our Divisional Directors, Stephen Kloppenburg and Joshua Wagner, who have at least 19 years of experience in the subjects taught and at least 9 years of experience with Coverall. From time to time, we may ask some of our existing Franchised Businesses to assist in training.

The cost of the Initial Training Program is included in your Initial Franchise Fee. Your attendance at the Initial Training Program is mandatory, and you will be required to complete the training to our satisfaction. You may elect to retake any training class, or have your employees take or retake training. There is no cost for retaking training classes. Retraining may in our sole discretion also be deemed mandatory.

### **RETRAINING MAY BE REQUIRED**

The reputation of our brand enables us to procure customers to offer our Franchised Businesses. Therefore, we may require you to attend training again, if at any time any customer being serviced by Franchised Business:

- 1) terminates your services due to faulty workmanship, lack of trustworthiness, or any other claimed or actual default under the Service Agreement; or
- 2) for failure to adhere to Paragraph 17 of the Franchise Agreement (Franchised Business Operations); or
- 3) you breach your Coverall Franchise Agreement or your obligations to provide services under any Service Agreement.

In the event of retraining, the time within which Coverall must offer any remaining Initial Business or Additional Business will be suspended from the time Franchised Business is requested to attend retraining until Franchised Business completes retraining to Coverall's reasonable satisfaction.

***We require you to maintain high standards of workmanship to effectively service your customers. Failure to do so negatively impacts the Coverall brand and its franchised businesses.***

## OUR OBLIGATIONS

**Except as follows, Coverall is not required to provide you with any assistance.**

### Time for Offering Initial Business (Franchise Agreement, Page 1, Paragraph 10, 13, and 14)

We will offer you Initial Business located in the area(s) in which we do business and specifically covering the area(s) in which you operate. Coverall may or may not have an inventory of customers available to offer your dollar amount of Initial Business on the date you sign your Coverall Franchise Agreement or on the date that you complete training. Therefore, Coverall has between 120 and 330 business days from the date you complete your initial obligations to offer you your Initial Business, depending on the particular Franchise Package you purchase. Coverall's obligation to offer you sufficient customers to fill your Franchise Package does not begin until: i) your owner(s) or designated employee(s), as approved by Coverall, has successfully completed the Initial Training Program and ii) your background screening has been approved. The Initial Business Offering Period may be suspended if: i) Coverall requires you to attend retraining; or ii) you are in breach of any material provision of the Coverall Franchise Agreement or any other agreement with Coverall. The Franchised Business must be a corporation or limited liability company, and you must keep separate accounting, banking, and financial records. You must obtain a Federal Employer Identification Number and obtain a business license, if applicable, prior to signing the Franchise Agreement. The completion of your initial obligations is recorded in our system of record.

The customers offered to fulfill your Initial Business may be new customers recently acquired by Coverall or existing customers that become available for resale. A customer becomes available for resale because a customer has requested a replacement franchised business or a franchised business has abandoned a customer. Customers requesting a replacement franchised business because of poor service by that franchised business may be difficult to please. In addition, depending upon the results of your background screening, you may not meet certain customer criteria and customers may want to reject your services.

The Service Agreements for customers that you accept will be assigned to you, excluding those Service Agreements that prohibit assignment, cover multiple locations, or apply to National Account Customers. All Service Agreement assignments are conditional and will be effective only upon payment in full to Coverall of your Franchise Fee and sales and marketing fees financed by you. All such assignments shall be subject to the terms and conditions of your Franchise Agreement. In addition, after assignment, Coverall shall retain the right to offer and sell special services, equipment, chemicals and supplies to your customers. (See attached Exhibit G, Franchised Business Customer Acceptance Forms). Franchised Businesses typically begin servicing their first customer approximately two (2) months after signing the Franchise Agreement. However, this length of time varies according to conditions, such as, when you begin your first customer, and your personal readiness to begin based on training and preference.

### Customer Guarantees

Commercial cleaning customers can be lost for any number of reasons, including but not limited to, poor service, the customer chooses a lower priced provider, the customer goes out of business or files for bankruptcy protection, economic circumstances cause the customer to terminate outside vendors. You can expect to lose customers, and that is a risk of doing business. Customer attrition is why, excluding customers lost for poor service, we provide limited customer guarantees. (See Item 19 of this Disclosure Document).

#### 1. The Initial Business Guarantee (Franchise Agreement, Paragraph 14)

We provide a limited guarantee of your Initial Business to help you get established. This Initial Business is guaranteed for a one time only replacement for twelve (12) months from the date you first service a customer, but only if the customer is lost through no fault of your own, as determined by us in our sole discretion. If you qualify for the guarantee for Initial Business, then we will offer you customer(s) to replace the monthly Gross Dollar Volume of the lost customer, with one or more customers of equal monthly Gross Dollar Volume. This is a one-time only replacement. Replacement Business is not guaranteed. And, if the replacement customer(s) has a monthly Gross Dollar Volume in excess of that lost



by you, you may have to pay us for the excess monthly Gross Dollar Volume. The Initial Business guarantee does not apply to any customer who: (a) you voluntarily abandoned, or (b) terminated your services for cause.

2. Additional Business Guarantee (Franchise Agreement, Paragraph 15)

If you purchase Additional Business from Coverall, we further support you by guaranteeing that Additional Business for a one time only replacement for six (6) months from the date you first service a customer, but only if the customer is lost through no fault of your own, as determined by us in our sole discretion. If you qualify for the guarantee for Additional Business, then we will offer you customer(s) to replace the monthly Gross Dollar Volume of the lost customer, with one or more customers of equal monthly Gross Dollar Volume. This is your only remedy for lost Additional Business; and this is a one-time only replacement. Replacement Business is not guaranteed. And, if the replacement customer(s) has a monthly Gross Dollar Volume in excess of that lost by you, you may have to pay us for the excess monthly Gross Dollar Volume.

3. Promotional Business (Franchise Agreement, Paragraph 15)

There may be situations where we will offer you additional contract business volume without charging you the current sales and marketing fee ("Promotional Business"). Promotional Business, which you do not pay for, is not guaranteed and will not be replaced regardless of whether the customers are lost through no fault of your own.

Fulfillment of Our Obligation to Offer Initial Business (Franchise Agreement, Page 1 and Paragraph 13)

If you refuse to accept any customer offered by us to fulfill your Initial Business, the time for offering the Initial Business will be extended; and Coverall will continue to offer you, within a reasonable period of time after the expiration of the Initial Business Offering Period, the amount of Initial Business you refused. We will be deemed to have fulfilled our obligation to provide your Initial Business, based on our reasonable efforts. Examples of unreasonable rejections of offered Initial Business include but are not limited to the following: (1) too far when the account offered is within a 30-mile radius of your place of business; (2) the customer facility is too dirty; or (3) the customer revenue offered is too small because you want a single customer account to fulfill your entire Franchise Package. Voluntary abandonment by you of a customer accepted to fulfill Initial Business does not give rise to an obligation on Coverall's part to offer you more business and voids the Initial Business guarantee with regard to the portion of Initial Business so abandoned; and that abandoned customer will be counted against your Franchise Package. If you choose to stop servicing a customer that you have accepted as part of your Initial Business, you will not be entitled to replacement of that customer.

Billing and Collection Services (Franchise Agreement, Paragraph 16)

We provide you with billing and collection services. We will invoice customers in your business name each month for the cost of services and supplies that you provide (Franchise Agreement, Paragraph 16B). If a customer that we bill on your behalf is delinquent in payment, Coverall may, after discussing the customer with you, stop invoicing that customer. If you choose to continue servicing a delinquent customer, you do so at risk of non-payment. If your Franchised Business is servicing a National Account Customer, Coverall may unilaterally determine that services to that National Account Customer must cease and direct you to stop servicing any location or locations of that National Account Customer.

We will collect the monies due for your service from the customers and distribute it to you on a monthly basis, after deduction of the 5% royalty fee, the 10% support fee, any note payments for amounts you financed with us, any sales and marketing fee, any transfer fee, any equipment lease payments, any special service finder's fees, any advances made by us, any authorized insurance charges, and any out-of-pocket costs (including attorneys' fees and court costs) which we incur in enforcing payment by your customers and any other deductions authorized by you (collectively, the "Authorized Deductions"). We are not required to engage attorneys, begin litigation, or do any acts (other than send monthly statements) in order to enforce payment by customers. (Franchise Agreement, Paragraph 16B) If applicable, Coverall will pay any state sales tax collected from your customers to the appropriate state taxing authority. You may choose to enforce payment on delinquent customer(s) which you are servicing, excluding National Account Customers. This includes your right at your expense to file a lawsuit for payment against a delinquent customer. If you collect monies due on a delinquent customer, you will be responsible to us for any unpaid royalties, support fees, note payments, and other payments (if any) due us on

the amounts collected. You must keep us timely advised of any legal or other proceedings which you institute, including the outcome of any proceedings. (Franchise Agreement, Paragraph 16B). If you wish for Coverall to file a lawsuit against a delinquent customer, you will have to reassign the Service Agreement to Coverall. If we file a lawsuit for payment against a delinquent customer and we collect, you will be entitled to receive an amount net of our royalty and support fees and the costs of collection, including attorney's fees, costs, and expenses. Once we initiate a collection action (whether in-house collection efforts or a lawsuit) against a delinquent customer, after consulting with you, we may settle and compromise customer debt, which means that we may agree to accept less than the amount owed by the customer. If we agree to accept less than the amount owed by the customer, you will be entitled to receive an amount net of our royalty and support fees and the costs of recovery, including attorney's fees, costs and expenses. These fees may exceed the amount collected, in which event, you will not receive any payment.

#### Cash Flow Protection Program (Franchise Agreement, Paragraph 16)

While we are collecting the monies due from the customers you serviced, we will assist you in the operation of your business by advancing [loaning] to you the amount that we billed to the customer ("Cash Flow Advance"). This is our Cash Flow Protection Guarantee. It is a short-term, interest-free loan to you. Under our Cash Flow Protection Program, we will advance to you amounts that have been billed to customers serviced by you, whether or not we have collected those amounts, for a maximum of 60 days (two months). Cash Flow Advances are made on the last calendar day of the month following the month the services were rendered (if the last day of the month falls on a weekend and/or holiday, payment will be made on the next business day. If at the end of 90 days from the invoice date the customer has not paid, advances will stop for that customer, and you must repay us the amounts billed and advanced. Repayment will ordinarily be over a period of 2 months through statement deductions. For example, if we advance \$100.00 in January (reflected on your January Franchise Statement), and \$80.00 in February (reflected on your February Franchise Statement), and no payments are collected from that customer within 90 days from the invoice date, you will repay \$100.00 in your March Franchise Statement (identified as a Chargeback) and \$80.00 in April Franchise Statement (identified as a Chargeback). (Franchise Agreement, Paragraph 16C.) If you are not generating sufficient Gross Dollar Volume to repay the advance through statement deductions from (i.e., to cover the Chargeback), you must directly repay Coverall.

#### POST-OPENING ASSISTANCE:

1) We will be available to answer routine questions regarding your business. (Franchise Agreement Paragraph 16.) 2) We will offer any additional training and introduction of new methods and materials through updating manuals, personal consultation, and/or group seminars. (Franchise Agreement, Paragraph 11, 16, and 17.)

2) Under our Business Protection Plan, we may make available to you and you may wish to participate in the Coverall general liability insurance and fidelity bonding program, which has been placed through a major insurance company. If you participate, you and Coverall will be named as insured. In addition to the premium, the cost includes a support fee and service charge as determined by Coverall. In consideration of our support fee and service charge, we will waive certain of our indemnification rights against participants in our Business Protection Plan, except for the deductibles under the Business Protection Plan. The Business Protection Plan is optional, and is subject to modification and/or cancellation. You may obtain insurance through another source, provided the coverage meets the minimum requirements set forth in your Franchise Agreement. (Franchise Agreement, Paragraphs 17 and 19.)

3) The Coverall Accident Insurance Program makes available on-the-job accident insurance. This is an optional program and is subject to modification and/or cancellation and premium rate modification. (Franchise Agreement, Paragraph 17.) This insurance provides coverage only to your owner(s). Your employees and owners' and employees' family members are not covered by this insurance.

4) We may periodically telephone and/or visit to conduct site surveys of the customers you are servicing to assist you in maintaining and improving the quality of your services and to protect the Coverall brand. (Franchise Agreement, Paragraph 12.)

5) We will assist you with promoting and soliciting additional and new business for you. (Franchise Agreement, Paragraph 15.)

6) We do not have an advertising fund, council, or cooperative, nor do we charge an advertising fee. At our discretion, we may advertise in print, radio, television, or other local, national, and international media. Our print advertising is produced both in-house and by an advertising agency. Although Coverall-produced marketing materials are available for purchase by you, you may use your own advertising materials subject to approval of our Marketing Department before distribution.

7) We do not require you to purchase or use electronic cash registers or computer systems. However, your owners are required to have access to a cell phone and a personal computer or hand-held device, such as a cell phone, with internet access, the ability to send and receive electronic mail and text messages and with full-web browsing capabilities. We do not specify what type of device you use, as long as you have the ability to send and receive electronic mail, text messages, and full web browsing capabilities via the Internet. (Franchise Agreement, Paragraph 17.)

8) We may assist you with bidding (for example, establishing the contract price) for a potential customer. There will be a one-time fee, as published and revised from time to time in the Franchised Business Policies and Procedures Manual. (Franchise Agreement, Paragraph 6.)

### **ITEM 12 - TERRITORY**

You will not receive an exclusive territory. You may face competition from other franchised businesses, from outlets that we own, or from other channels or distribution or competitive brands that we control.

Coverall is not able to state the exact number of miles to a customer location. In the ordinary course of business, we endeavor to offer you customers no more than a 30-mile radius from your designated location; however, this does not represent an exclusive or protected territory whatsoever. You may offer and render cleaning services to commercial customers only within the area(s) in which your designated Coverall Support Center conducts business. Coverall will award numerous Franchises to third parties other than Franchised Business within the those areas. We have established and will continue to establish other franchises, each licensed to use our service marks that may compete with you.

In addition, by way of example but without limitation, we retain the right, for ourselves and our affiliates alone, on any terms we deem advisable, and without granting you any rights to: establish or operate, and grant others the right to establish or operate, other businesses offering the same or similar products utilizing other trade names, trademarks, and service marks, at any location; use the Coverall® tradenames, trademarks, System, and business model to sell any products or services the same as or similar to those which you will sell, through any alternate channels of distribution at any location, including without limitation, other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet (we exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce); sell supplies directly to your customers; use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Coverall® tradenames and trademarks at any location, which may be similar to or different from the Coverall franchised business operated by you; to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your Coverall franchised business, wherever located; acquire and convert to the System operated by us, any businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned, and wherever located; and to engage in any activities not expressly prohibited by the Franchise Agreement. At your request, we will use our best efforts to arrange for your relocation to another Coverall location, even though we are not required to do so under the Franchise Agreement. You do not receive the right to acquire additional franchises within your area.

### **ITEM 13 - TRADEMARKS**

We grant you the right to use certain trademarks, service marks, and other commercial symbols in operating your franchise. Coverall®, as presented on the cover page, is the name and service mark of Coverall North America, Inc. Since February, 1985, we have used "Coverall®" as our name and mark and have licensed our Franchised Businesses to use the name and mark.

Coverall North America, Inc. Service Marks Registered on the Principal Register of The United States Patent and Trademark Office			
Service Mark	Registration/ Application Number	Registration/ Application Date	Class Number
Coverall®	2,178,521	August 4, 1998	37
Coverall Cleaning Concepts®	2,075,333	July 1, 1997	37
The Art And Science Of Cleaning®	1,991,930	August 6, 1996	37
The Art and Science of Cleaning®	1,931,173	October 31, 1995	35
When It Has to be Absolutely Clean®	2,182,697	August 18, 1998	37
Customers for Life®	2,204,464	November 17, 1998	37
Healthy Cleaning Down to A Science®	3,547,673	December 16, 2008	37
Color Coding for Health®	3,780,009	April 27, 2010	37
Coverall Health-Based Cleaning System®	3,811,485	June 29, 2010	37
Coverall Health-Based Cleaning System® & design (light green)	3,818,990	July 13, 2010	37
Cleaning Concepts®	3,881,979	November 30, 2010	35, 37
Coverall Color-Coding for Health®	3,998,565	July 19, 2011	37
Core 4®	6,933,335	December 27, 2022	37
Coverall Core 4®	6,778,637	July 5, 2022	37
Coverall & Design (side)	4,642,644	November 18, 2014	37
Coverall®	5,468,488	May 15, 2018	35
The Art and Science of a Better Clean®	5,896,051	October 29, 2019	37

There are no currently effective or pending determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, or any court; pending infringement, opposition or cancellation; and pending material litigation involving the principal trademarks; and Coverall does not know of any infringing uses that could materially affect your use of our trademarks. Any required affidavits have been filed. Any required renewals have been or will be filed.

As of the date of this disclosure document, there are no agreements in effect which significantly limit our rights to use or license the use of our trademark, service mark, trade name, or other commercial symbols in any manner material to you.

When you use these marks, you must follow our policies, procedures, and guidelines. You cannot use our name or marks as part of a corporate name or with modifying words, designs, or symbols except for those which we license to you. You may not use our registered names for the sale of an unauthorized product or service or in a manner not authorized in writing by us. The Franchise Agreement reserves the right upon written notice to revoke your use of our marks and logos and/or to direct the use of modified, different or substitute marks or logos. In such event, you will be required, at your sole expense, to promptly cease using those marks and logos which use has been terminated and to begin use of the different or substitute marks or logos.

You must notify us of the unauthorized use of or claims of rights to a service mark identical to or confusingly similar to any service mark we license to you. We reserve the sole right to institute administrative proceedings and/or litigation regarding the marks. Although it is our current policy to defend such claims, we are not contractually obligated to protect your rights to use trademarks, service marks, trade names, logotypes, or other commercial symbols, or to protect you against claims of infringement or unfair competition regarding such use. Coverall may in its sole discretion choose to defend or prosecute an action related to its trademarks. We do not agree to protect you against claims of infringement or unfair competition arising out of your use of our trademarks. We are not obligated by the Coverall Franchise Agreement to participate in your defense or to indemnify you in the event that a third party sues you because of your use of our trademarks. However, we may in our sole discretion choose to do so.

## **ITEM 14 - PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

### **PATENTS AND COPYRIGHTS**

We hold no patents that are material to the Franchised Business.

We have obtained and renewed copyright registrations with the United States Registrar of Copyrights for our commercial cleaning, service, and territory disclosure documents, brochures, maintenance proposals, contracts, and business forms. We claim ownership of our systems, methods of operation, knowledge, know-how, training, procedures, forms, manuals, and computer software which we regard as a valuable and integral part of your franchise. We intend to renew our current copyrights and secure copyright protection for new material as we deem necessary. Coverall may in its sole discretion choose to defend or prosecute an action related to its copyrights. We do not agree to protect you against claims of infringement or unfair competition arising out of your use of our copyrights. We are not obligated by the Coverall Franchise Agreement to participate in your defense or to indemnify you in the event that a third party sues you because of your use of our copyrights. However, we may in our sole discretion choose to do so.

In the event of modifications, changes, or discontinuations, Franchised Business will upon receipt of written notice, and at its sole expense, promptly discontinue use of the discontinued trademarks and/or copyrights and adopt and promptly begin use of the new or modified trademarks and/or copyrights, and promptly implement the modifications and/or changes to the System. Franchised Business expressly and specifically waives any claims, demands, or damages arising from or related to the loss of the Marks and/or the loss of association with or identification with the Mark "Coverall®" arising out of Coverall's exercise of the above reservation. (Coverall Franchise Agreement, Paragraph 1).

<b>COPYRIGHT REGISTRATIONS</b>			
<b>COPYRIGHTED MATERIAL</b>	<b>DATE OF REGISTRATION</b>	<b>DATE OF EXPIRATION</b>	<b>REGISTRATION NUMBER</b>
Training Materials	06/27/97	06/27/2092	TXu 810-122
Computer Programs	05/03/99	05/03/2094	TXu 907-583
	05/03/99	05/03/2094	TXu 907-584
	05/03/99	05/03/2094	TXu 907-585
Janitorial Franchise Offering Circular	06/28/96	12/31/2090	TX 4329959
	05/05/95	12/31/2089	TX 4041503
	02/22/94	12/31/2088	TX 3749674
	08/10/94	04/15/2089	TX 3882451
	03/08/93	12/31/2087	TX 3507656
	03/08/93	03/01/2088	TX 3507657
	04/17/92	09/30/2086	TX 3286118
Janitorial Franchise Agreement	04/17/92	09/30/2086	TX 3286116
Service Franchise Offering Circular	06/28/96	02/28/2091	TX 4330325
	03/02/95	01/31/2090	TX 4042179
	02/22/94	01/03/2089	TX 3785274
	08/10/94	06/29/2089	TX 3882452
	03/08/93	09/18/2087	TX 3505090
	03/08/93	02/22/2088	TX 3505091
	03/08/93	01/31/2088	TX 3505092
Territory Franchise Offering Circular	07/01/96	07/01/2091	TXu 673914
Guidelines for Regional Directors	08/16/00	08/16/2095	TXu 965-500
Customer Solutions Playbook	02/14/08	04/01/2102	TX 6-825-226
	02/14/08	2/14/2103	V 3562D285
Coverall Health-Based Cleaning System	4/28/10	07/1/2104	PA 1-694-138
Coverall website/ <a href="http://www.coverall.com">www.coverall.com</a>	10/06/01	07/1/2104	TX 7461784

There are currently no effective or pending determinations, litigation, agreements, infringing uses, or superior prior rights actually known to us, which may materially affect your use of copyrights, and/or proprietary information in the United States.

### CONFIDENTIAL MANUALS

We claim copyrights to our confidential and proprietary manuals and to the content of our training program. We authorize you to access our training program and to use our Operations Training Manual, Sales Manuals, and Coverall Franchised Business Policies and Procedures Manual and other proprietary and confidential printed materials during the term of your Franchise Agreement. In fact, in order to protect the Coverall brand for the benefit of all franchised businesses in the System, you must operate your franchise according to the standards and procedures specified in the manuals. We may periodically revise our training program, manuals and other materials, and you will be required to update your materials as revisions are provided to you to keep them current and to adhere to and operate your franchise in accordance with the revised standards and procedures.

### CONFIDENTIAL INFORMATION

We claim property rights to all information concerning the System, including: operational, promotional, sales, and marketing techniques and methods; policies, procedures, and related materials; training procedures; franchised business and customer lists, pricing and billing services and procedures; and assistance with employee and customer relationships.

You must not divulge, reproduce, or use any of Coverall's confidential, proprietary, and copyrighted information during the Initial or Successor Term of your franchise, except as authorized by the Franchise Agreement. You must promptly tell us if you learn of unauthorized use of our confidential, proprietary, and copyrighted information, and we will respond as we deem appropriate.

If your Franchise Agreement is terminated or expires, you must return to Coverall all confidential, proprietary, and copyrighted information including all forms, materials, books, records, software, and manuals which are in your possession, custody, or control.

We require that you obtain a signed Confidentiality/Non-Solicitation Agreement from each officer, director, member, and/or shareholder within ten (10) days of signing the Franchise Agreement and subsequently from additional officer, directors, members, and shareholders. We also require that you obtain a signed Employee Confidentiality/Non-Solicitation Agreement from all of your employees upon ten (10) days of signing the Franchise Agreement or upon ten (10) days of hire, whichever last occurs. The forms of these Agreements appear in this Franchise Disclosure Document as Exhibits A.3 and A.4.

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

We do not require that your owners personally supervise the Franchised Business, but strongly recommend that they directly participate in its management, supervision, and operation. Your operating manager/supervisor, if any, is not required to have an equity interest in your business but must satisfactorily complete our Coverall Training Program. Our Initial Training Program is available to you without charge.

Our franchised businesses are independent contractors operating Commercial Cleaning Franchises. Your owner(s) and employee(s) are affiliated with you and are not employees of Coverall. Your owner(s) and employee(s) are not entitled to participate in any benefits programs offered by Coverall to those whom Coverall classifies as its employees; and you are not covered by either our workers' compensation insurance or unemployment compensation, unless as otherwise required by law. You must purchase this insurance on your own. Should any state or federal agency or court determine that you or your owner(s) or employee(s) fall within the definition of an employee of Coverall under any state or federal statute, Coverall does not intend to provide any of you retroactively or thereafter with any benefits (including but not limited to, vacation pay, overtime, rest and meal breaks, healthcare benefits, worker's compensation, or unemployment compensation)

that it may provide to those whom Coverall classifies as employees, unless obligated by law to do so. Should any state or federal agency or court determine that you or your owner(s) or employee(s) fall within the definition of an employee of Coverall under any state or federal statute, Coverall may, in its sole discretion, terminate or modify your Franchise Agreement.

You are buying a Franchise, and you are an independent Franchised Business. We are not offering you or your owner(s) or your employee(s) a job; and none of you is an employee.

#### **ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISED BUSINESS MAY SELL**

The System has been carefully developed over many years to provide high-quality services and products. You must provide only services and products we prescribe or authorize. In keeping with our high-quality standards, you may not provide unauthorized services or products.

We reserve the right to modify the types of services provided to customers and you must abide by those modifications. To ensure quality, we also approve the specifications of your chemicals and equipment as described in Item 8.

In addition to the standard commercial cleaning services, you may also become qualified through Coverall's training to offer and perform Special Services. Special Services include but are not limited to day porter services, special event cleanup, blind cleaning, light bulb changing, deep cleaning, upholstery cleaning, machine scrub and rinse, strip and finish, scrub and recoat, windows, carpet extraction, carpet encapsulation and electrostatic disinfection. Other Special Services may be added. Since customers often prefer to obtain their cleaning services from one source, we strongly recommend that you take part in our specialized training to be equipped to provide these services. You must comply with our reasonable training requirements. If you choose not to offer these Special Services, we may bring in different franchised businesses or other contractors to provide them.

We may also solicit special services from the customers to whom you are providing commercial cleaning services. Special services we obtain for the premises you are servicing will ordinarily be offered to you first. If you do not accept the special services, or you have not completed the specialized training required for the service, or the business is for a facility separate from the premises you are cleaning, we can offer the business to another franchised business or contractor.

To ensure consistent quality throughout the System, you must adhere to the policies, procedures, and use of appropriate forms as set forth in training, the Coverall Franchised Business Policies and Procedures Manual, Operations and Sales Manuals, and other manuals and written directives.

The customers that you service through your Coverall Franchise enter into contracts with Coverall unless you obtain the customer yourself. These contracts will be assigned to you, excluding those Service Agreements that prohibit assignment, cover multiple locations, or apply to National Account Customers, contingent upon your payment in full of the Initial Franchise Fee or the financed portion of Additional Business that you purchase. You must not solicit or contact existing Coverall customers or prospects, unless we authorize you to do so, as in the case of providing Special Services. Because of the potential of interfering with another franchised business's current customer or a prospect being solicited by Coverall or another franchised business, you may not telemarket. You may bid on a customer yourself, and if you request, we will assist you in preparing written proposals to prospective customers identified by you. You may not solicit outside of the territory encompassed by your Support Center. We reserve the right to contact the customers you are servicing, whether or not those customers were obtained by Coverall or you, through periodic visits and/or telephone contact to conduct surveys for Coverall brand protection.

You may not use the "Coverall®" service mark and confidential, proprietary, and copyrighted information to perform residential or other noncommercial cleaning services. You may not be associated with any other company offering commercial cleaning services during the term of your franchise. All of the commercial cleaning services that you provide must be through your Franchise with all billing and collection done by Coverall, regardless of whether Coverall procured the customer or you did.

## **ITEM 17 - SUCCESSOR TERM, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**

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

<b>THE FRANCHISE RELATIONSHIP</b>		
<b>Provision</b>	<b>Section in franchise or other agreement</b>	<b>Summary</b>
a. Length of the franchise term	Section 2	20 years.
b. Renewal or extension of the term	Section 2	Your Franchise terminates at the end of your franchise term and you have no automatic right of renewal. If you wish to enter into a successor term, Coverall agrees, and you satisfy all contractual conditions for a successor term, you must sign our then-current Franchise Agreement. This new agreement may have materially different terms and conditions (including e.g. higher royalty and/or support fee) from the agreement that governed your original term. As a further condition, you will be required to sign a general release in favor of Coverall.
c. Requirements for franchisee to renew or extend	Section 2	You must satisfy certain prerequisites under the Franchise Agreement before entering into a successor term. You must sign our then-current franchise agreement for the successor term, and this new agreement may have materially different terms and conditions (including e.g. higher royalty and/or support fee) from the agreement that governed your original term. As a further condition, you will be required to sign a general release in favor of Coverall.
d. Termination by franchisee	None	Not Applicable
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause <sup>1</sup>	Section 22	Breach of Franchise Agreement or other agreements and other causes; See Section 22
g. "Cause" defined – curable defaults	Section 22	You have 10 days to cure the following defaults: any breach of the franchise agreement not otherwise specified and abandonment of the franchised business.
h. "Cause" defined – non-curable defaults	Section 22.A.	Non-curable defaults giving Coverall the immediate right to terminate include activities such as: material misrepresentation in your franchise application, bankruptcy or insolvency, unauthorized assignment, dishonest, immoral, unethical or illegal conduct which might adversely affect the reputation of Coverall, the franchised business, or the Coverall marks, multiple defaults, failure to pay taxes when due, failure to indemnify, failure to acquire necessary licensure or permits, failure to operate as a business entity and maintain such business entity in good standing, conviction of a felony, fraud,



THE FRANCHISE RELATIONSHIP		
Provision	Section in franchise or other agreement	Summary
		<p>crime involving moral turpitude or other criminal offence which adversely affect the reputation of Coverall, the franchised business, or the Coverall marks, breach of non-compete or confidentiality obligations, willful misrepresentation, contractual interference, misuse of confidential information, engaging in conduct that constitutes a danger to the health and safety of the general public, failing a background check,</p> <p>Coverall may also terminate the franchise agreement upon 30 days' notice in the event there is a change in applicable law that threatens to result in Coverall being deemed the employer, joint employer, co-employer or as having an employment relationship with the franchisee or the franchisee's employees.</p>
i. Franchisee's obligations on termination/ expiration	Section 23	Obligations include: payment of all sums due, discontinuing use of Coverall marks, surrendering all documentation relating to the System, discontinuing all advertising for the franchised business, maintaining all books, records and reports for a period of three years, complete de-identification of the franchised business and exercise the option to purchase franchisee's business. See Section 23 and o., and q. below.
j. Assignment of contract by franchisor	Section 21	No restriction on our right to assign.
k. "Transfer" by franchisee - defined	Section 21	Includes transfer of your Franchised Business and/or customers and/or Business Owed.
l. Franchisor approval of transfer by franchisee	Section 21	We have the right to approve all transfers of the Franchised Business or any customers, which approval will not be unreasonably withheld.
m. Conditions for franchisor approval of transfer	Section 21	Conditions include: our written consent, no defaults, qualified and trained transferee, payment of transfer fee, and execution of new Franchise Agreement, general release, Non-Competition Agreement, and other documents.
n. Franchisor's right of first refusal to acquire franchisee's business	None	Not Applicable
o. Franchisor's option to purchase franchisee's business	Section 23	We have the right to purchase some or all of the franchised business's customers.
p. Death or disability of franchisee	Section 22	Our conditions for approval of transfer apply.
q. Non-competition covenants during the term of the franchise	Section 18	During the Term of this Agreement and any Successor Term, franchisee shall not, without the prior written consent of Coverall, directly or indirectly, engage in, or acquire any financial interest in (either as an individual, principal, owner, agent, employee, partner, stockholder, or director)

THE FRANCHISE RELATIONSHIP		
Provision	Section in franchise or other agreement	Summary
		any business which performs commercial janitorial and related commercial cleaning and maintenance services, or engages in the franchising of commercial cleaning businesses, or any related business anywhere in the Area. Franchisee shall not divert any customer of its Franchised Business to another entity, whether or not that entity is directly or indirectly controlled by Franchisee, unless Franchisee obtains Coverall's written consent.
r. Non solicitation covenants after the franchise is terminated or expires	Section 18	Prohibits solicitation, either directly or indirectly, or servicing of any customer repurchased by Coverall or another Coverall franchised business for a period of 18 months following the date of repurchase.
s. Modification of the agreement	Section 29	No modifications except in writing by all parties.
t. Integration/merger clause	Section 28	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any other promises may not be enforceable. Nothing in the Franchise Agreement is intended to disclaim the representations Coverall made in the Franchise Disclosure Document that Coverall furnished to you.
u. Dispute resolution by arbitration or mediation	Section 24 and 25	Informal dispute resolution by non-binding mediation (Section 24). Mandatory arbitration (Section 25).
v. Choice of forum	None	
w. Choice of law	Section 27	State in which franchise granted is located
x. Time to Assert Claims	Section 26	The two year limitations period shall be enforceable to the fullest extent permitted by law.

<sup>1</sup>If your Coverall Franchise is terminated because of your abandonment of your Franchise, any funds collected from your customers for services rendered by you will first be applied to any outstanding obligations owed by you to Coverall as of the date of your abandonment. Abandonment of your Franchise shall result in forfeiture of your customers and any Business Owed to you at the time of your abandonment.

Applicable state laws may require additional disclosures related to the information in this Franchise Disclosure Document. These additional disclosures, if any, appear in an Addendum.

### **ITEM 18 - PUBLIC FIGURES**

We do not use any public figure to promote our franchises.

### **ITEM 19 - FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying;

or (2) a franchisor supplements the information provided in the Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

#### COVERALL'S FULFILLMENT OF FRANCHISE PACKAGES

We analyzed our compliance with the Franchise Agreement concerning the amount, timeliness, and refund requirements for Initial Business provided to our Franchised Businesses. We reviewed all franchise sales made during our fiscal year, and determined whether or not as of December 31, 2023 the Initial Business had been offered in compliance with the Franchise Agreement.

During our fiscal year January 1, 2023 to December 31, 2023, Coverall sold 367 franchises. Of those sold, as of the close of the fiscal year: (a) Franchised Businesses either had their packages timely filled or have accepted our performance in 117 cases; or 32%; (b) we and the franchised businesses made a mutually acceptable adjustment to the franchise package, such as by our recalculation of the franchise fee or an extension of time to provide customers, in 2 cases; or less than 1%; (c) the time for us to provide initial customers under franchise packages had not expired in 248 cases, or 68%; and (d) it is undetermined whether the package has been filled in 0 cases, or 0%. Therefore, we complied with the amount, timeliness, and recalculation requirements for Initial Business provided to our Franchised Businesses in 100% of the cases. Substantiation of the data used in preparing these statistics will be made available upon request.

The following chart discloses a historic financial performance representation of the Initial Package Fulfillment of the existing 367 Franchised Businesses who purchased an Initial Franchise Package from Coverall in fiscal year 2023.

<b>INITIAL VOLUME FULFILLMENT COVERALL NORTH AMERICA, INC. FISCAL YEAR ENDING DECEMBER 31, 2023</b>						
<b>Package Size</b>	<b>3,000</b>	<b>4,000</b>	<b>5,000</b>	<b>7,000</b>	<b>10,000</b>	
<i># of days to provide initial business</i>	<i>120</i>	<i>150</i>	<i>180</i>	<i>240</i>	<i>330</i>	
						<b>TOTAL</b>
Total # of franchisees purchasing packages	289	29	24	15	10	<b>367</b>
# of packages filled within required time period	70	4	2	0	0	<b>76</b>
# of franchisees whose fulfillment period has not expired	179	23	21	15	10	<b>248</b>
# of franchisees who have accepted our performance <sup>1</sup>	39	2	0	0	0	<b>41</b>

# of franchisees whose packages were adjusted	1	0	0	0	0	1
# of franchisees who currently disagree whether package was filled	0	0	1	0	0	1
<b>Total</b>	<b>289</b>	<b>29</b>	<b>24</b>	<b>15</b>	<b>10</b>	<b>367</b>

<sup>1</sup>Franchised Businesses have accepted our performance for various reasons, which include requests by the franchised business owners to delay fulfillment of their packages. We accommodate the requests of our franchised business owners, and when a franchised business owner requests deferment of the fulfillment of their package, we accommodate that request. We will fulfill the remainder of such deferred fulfillment package at the direction of the franchised business owner.

**Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.**

Other than the preceding financial performance representation, we do not make any representations about a franchised business's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting the Director of Legal Operations at the Global Support Center located at 350 SW 12th Avenue, Deerfield Beach, Florida 33442 (561) 922-2443 ; the Federal Trade Commission, and the appropriate state regulatory agencies.

## **ITEM 20 - OUTLETS AND FRANCHISEE INFORMATION**

Table No. 1

Systemwide Outlet Summary  
For Years 2021 to 2023 (1) (2)

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised	2021	6,973	6,507	-466
	2022	6,507	5,917	-590
	2023	5,917	5,654	-263
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
<b>Total Outlets</b>	<b>2021</b>	<b>6,970</b>	<b>6,507</b>	<b>-463</b>
	<b>2022</b>	<b>6,483</b>	<b>5,916</b>	<b>-566</b>
	<b>2023</b>	<b>5,916</b>	<b>5,654</b>	<b>-262</b>

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)  
For Years 2021 to 2023 (1) (2)

State	Year	Number of Transfers
Alabama	2021	0
	2022	3
	2023	0
Arizona	2021	0
	2022	0
	2023	1
California	2021	15
	2022	5
	2023	4
Connecticut	2021	2
	2022	1
	2023	1
Florida	2021	6
	2022	10
	2023	8
Georgia	2021	3
	2022	1
	2023	1
Hawaii	2021	1
	2022	2
	2023	0
Illinois	2021	2
	2022	0
	2023	2
Indiana	2021	0
	2022	3
	2023	0
Kentucky	2021	2
	2022	4
	2023	0
Maryland	2021	1
	2022	7
	2023	0
Michigan	2021	1
	2022	3
	2023	0
Minnesota	2021	4
	2022	1
	2023	5
Mississippi	2021	0
	2022	1

	2023	1
Missouri	2021	2
	2022	0
	2023	0
Nevada	2021	1
	2022	0
	2023	0
New Jersey	2021	0
	2022	1
	2023	1
New York	2021	4
	2022	7
	2023	2
North Carolina	2021	3
	2022	3
	2023	3
Ohio	2021	3
	2022	2
	2023	2
Oregon	2021	1
	2022	0
	2023	0
Pennsylvania	2021	0
	2022	3
	2023	3
South Carolina	2021	1
	2022	0
	2023	1
Tennessee	2021	0
	2022	1
	2023	0
Texas	2021	2
	2022	0
	2023	1
Virginia	2021	1
	2022	0
	2023	0
<b>Totals</b>	<b>2021</b>	<b>55</b>
	<b>2022</b>	<b>58</b>
	<b>2023</b>	<b>36</b>

Table No. 3

Status of Franchised Outlets  
For Years 2021 to 2023 (1) (2) (3) (4)

State	Year	Outlets at Start of Year	Outlets Opened (new sales)	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
Alabama	2021	50	11	3	0	0	3	55
	2022	55	5	4	0	0	4	51
	2023	51	5	5	0	0	0	52
Arizona	2021	83	10	19	0	0	7	57
	2022	57	3	1	0	0	4	55
	2023	55	6	5	0	0	0	56
Arkansas	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
California	2021	912	105	125	4	0	27	855
	2022	855	74	98	2	0	25	803
	2023	803	72	68	4	0	19	785
Colorado	2021	47	1	0	0	0	0	48
	2022	48	3	1	0	0	0	50
	2023	50	2	1	0	0	0	51
Connecticut	2021	137	15	5	0	0	9	138
	2022	138	4	2	0	0	14	129
	2023	129	0	9	2	0	0	116
Delaware	2021	20	0	5	0	0	1	16
	2022	16	2	4	0	0	0	14
	2023	14	3	3	0	0	0	14
Florida	2021	918	78	135	0	0	62	801
	2022	801	85	97	0	0	64	725
	2023	725	66	75	1	0	41	675
Georgia	2021	181	17	36	1	0	0	163
	2022	163	7	31	0	0	0	140
	2023	140	9	19	0	1	3	124
Hawaii	2021	178	13	30	0	0	0	161
	2022	161	9	32	0	0	2	136
	2023	136	10	16	0	0	0	129
Illinois	2021	251	20	32	1	0	0	236
	2022	236	7	12	0	0	6	225
	2023	225	19	6	0	0	14	222
Indiana	2021	49	14	3	0	0	0	38
	2022	38	10	3	0	0	0	45
	2023	45	7	8	0	0	0	47

State	Year	Outlets at Start of Year	Outlets Opened (new sales)	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
Iowa	2021	7	1	0	0	0	0	10
	2022	10	0	2	0	0	0	8
	2023	8	2	1	0	0	0	9
Kansas	2021	34	2	0	0	0	0	36
	2022	36	0	0	0	0	1	35
	2023	35	0	0	0	0	0	35
Kentucky	2021	95	14	8	0	1	3	95
	2022	95	13	4	0	0	0	106
	2023	106	24	14	0	0	0	118
Louisiana	2021	48	10	6	0	0	4	48
	2022	48	6	5	0	0	4	46
	2023	46	1	9	0	0	0	38
Maine	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Maryland	2021	233	17	25	0	0	0	226
	2022	226	17	33	0	0	0	211
	2023	211	14	18	0	0	0	206
Massachusetts	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Michigan	2021	239	16	25	0	0	4	230
	2022	230	14	18	0	0	31	194
	2023	194	10	15	0	0	9	183
Minnesota	2021	132	10	10	0	0	1	131
	2022	131	6	7	0	0	4	129
	2023	129	7	12	0	0	1	121
Mississippi	2021	12	1	2	0	0	1	10
	2022	10	0	0	0	0	2	7
	2023	7	0	0	0	0	0	7
Missouri	2021	85	4	1	0	0	0	89
	2022	89	0	1	0	0	0	88
	2023	88	2	0	0	0	0	92
Nebraska	2021	26	3	5	0	0	0	24
	2022	24	3	6	0	0	1	20
	2023	20	5	3	0	0	1	21
Nevada	2021	85	10	11	0	0	3	81
	2022	81	9	5	0	0	4	81
	2023	81	10	12	0	0	0	79
New Hampshire	2021	5	0	0	0	0	0	5
	2022	5	0	1	0	0	0	4



State	Year	Outlets at Start of Year	Outlets Opened (new sales)	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
	2023	4	0	1	0	0	0	3
New Jersey	2021	330	14	23	1	1	39	287
	2022	287	7	37	0	1	25	234
	2023	234	11	19	1	0	0	224
New Mexico	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
New York	2021	284	36	19	1	0	28	269
	2022	269	23	24	0	0	15	251
	2023	251	15	43	1	0	1	227
North Carolina	2021	174	15	43	2	0	1	147
	2022	147	11	32	0	0	0	127
	2023	127	8	22	1	0	0	110
Ohio	2021	551	71	28	0	0	64	530
	2022	530	31	42	0	2	64	451
	2023	451	21	22	1	0	50	399
Oklahoma	2021	42	1	0	0	0	0	43
	2022	43	2	0	0	0	0	45
	2023	45	1	0	0	0	0	46
Oregon	2021	59	6	5	0	0	0	61
	2022	61	5	7	0	0	2	57
	2023	57	4	7	0	0	0	54
Pennsylvania	2021	422	49	93	1	0	4	371
	2022	371	42	63	0	0	1	348
	2023	348	41	35	0	0	0	353
Rhode Island	2021	39	0	2	0	0	5	32
	2022	32	1	1	0	0	2	30
	2023	30	0	5	0	0	1	24
South Carolina	2021	37	2	7	1	0	1	29
	2022	29	1	4	0	0	0	24
	2023	24	2	3	0	0	0	22
South Dakota	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Tennessee	2021	149	16	9	0	1	3	151
	2022	151	9	3	0	0	9	148
	2023	148	17	3	0	0	0	157
Texas	2021	300	34	51	0	0	1	287
	2022	287	33	24	0	0	8	287
	2023	287	30	13	2	0	13	289
Utah	2021	60	0	10	0	0	0	51

State	Year	Outlets at Start of Year	Outlets Opened (new sales)	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
	2022	51	3	4	0	0	4	46
	2023	46	3	2	0	0	0	47
Virginia	2021	340	27	39	6	0	1	320
	2022	320	13	85	3	0	0	245
	2023	245	9	44	0	0	1	209
Washington	2021	71	10	10	0	0	0	70
	2022	70	7	14	0	0	1	64
	2023	64	10	7	0	0	0	66
Washington D.C.	2021	9	2	1	0	0	0	9
	2022	9	1	4	0	0	0	6
	2023	6	1	2	0	0	0	5
West Virginia	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Wisconsin	2021	273	34	34	0	0	3	270
	2022	270	19	18	0	0	21	248
	2023	248	26	14	2	0	24	236
Wyoming	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Totals	2021	6,970	689	860	18	3	275	6,483
	2022	6,483	485	729	5	3	318	5,916
	2023	5,916	473	541	15	1	178	5,654

*This space intentionally left blank.*

Table No. 4  
Status of Company-Owned Outlets  
For Years 2021 to 2023 (1) (3) (4)

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at the End of the Year
All States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

(1) The numbers for 2021-2023 are as of Coverall's fiscal year (December 31 of each year).

(2) Franchised outlets include outlets operated by franchisees under franchise agreements with Coverall, and outlets operated by franchisees under franchise agreements with Coverall's Service Franchisees (as reported to Coverall by its Service Franchisees).

(3) Coverall conducted an audit of franchised outlets in operation as of December 31, 2023 and made adjustments to the column "Outlets at the End of the Year" to reconcile any discrepancies in the total number of franchised outlets in each state and total number of outlets as of December 31, 2023. Other franchised outlet information in this Item, i.e., "Outlets at Start of Year," "Outlets Opened," etc.,... (which has been based in part on reports to Coverall by its Service Franchisees for the years 2021 to 2023) has not been audited or adjusted.

(4) Coverall and Coverall's Service Franchisees do not operate any company-owned outlets.

Table No. 5  
Projected Openings as of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Open (as of December 31, 2023)	Projected New Franchised Outlet In The Next fiscal Year	Projected New Company Owned Outlet in Next Fiscal Year
Alabama	2	11	0
Arizona	1	11	0
Arkansas	0	0	0
California	10	73	0
Colorado	1	8	0
Connecticut	0	6	0
Delaware	1	0	0
Florida	8	82	0
Georgia	2	13	0
Hawaii	1	9	0

Idaho	0	0	0
Illinois	3	12	0
Indiana	0	0	0
Iowa	1	0	0
Kansas	0	8	0
Kentucky	0	24	0
Louisiana	1	6	0
Maine	0	0	0
Maryland	1	10	0
Michigan	2	14	0
Minnesota	0	10	0
Mississippi	0	2	0
Missouri	0	8	0
Nebraska	1	7	0
Nevada	2	8	0
New Hampshire	0	0	0
New Jersey	3	11	0
New Mexico	0	0	0
New York	1	33	0
North Carolina	0	20	0
Ohio	1	45	0
Oklahoma	0	8	0
Oregon	1	7	0
Pennsylvania	4	43	0
Rhode Island	0	6	0
South Carolina	0	0	0
Tennessee	0	23	0
Texas	9	31	0
Utah	0	5	0
Virginia	1	14	0
Washington	10	10	0
Washington, D.C.	0	10	0
Wisconsin	2	12	0
<b>Totals</b>	<b>69</b>	<b>600</b>	<b>0</b>

Exhibit E lists the names of all current franchisees and their addresses and telephone numbers as of the end of our last fiscal year. Exhibit E also lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who has an outlet terminated, cancelled, transferred, not renewed,

or who otherwise voluntarily or involuntarily ceasing to do business under its franchise agreement during the most recently completed fiscal year, or who has not communicated with us (or a Service Franchisee, as applicable) within 10 weeks of the issuance date of this disclosure document. including franchisees who transferred their franchise during the most recently completed fiscal year. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. We are not aware of any trademark specific independent franchisee associations and no independent franchisee organizations have asked to be included in this disclosure document.

During the last 3 fiscal years, we have signed some confidentiality clauses with certain existing and former franchises that would restrict them from speaking openly about their experience with Coverall.

## **ITEM 21 - FINANCIAL STATEMENTS**

We are a direct wholly owned subsidiary of CNA Holding Corporation, which is indirectly wholly owned by Coverall Acquisition, LLC, and our ultimate controlling parent WCP Coverall Topco LLC. Our financial results are included in the consolidated audited financial statements of Coverall Acquisition, LLC and Subsidiaries. Attached to this disclosure document as Exhibit B are the consolidated audited financial statements of Coverall Acquisition, LLC and Subsidiaries (Successor Company), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, the related consolidated statements of income, changes in equity and cash flows for the years ended December 31, 2023 and 2022 and the period from July 1, 2021 through December 31, 2021 (Successor Period), and the audited the consolidated financial statements of CNA Holding Corporation and Subsidiaries (Predecessor Company), which comprise the consolidated statements of income, changes in equity, and cash flows for the period from January 1, 2021 through June 30, 2021 (Predecessor Period).

Coverall Acquisition, LLC guarantees our obligations to you, and a copy of the Guaranty is attached in Exhibit B.

## **ITEM 22 - CONTRACTS**

The following agreements are attached to this disclosure document:

### **Exhibit A.1 Coverall Franchise Agreement**

(Transfer of a Franchised Business Page 1) (Successor Term Form Page 1)

- a. Promissory Note
- b. Customer Transfer Form (for transfers)
- c. Customers Served Form (for successor term)

### **A.2 Guaranty to Coverall Franchise Agreement**

### **A.3 Confidentiality/Non-Solicitation Agreement**

### **A.4 Confidentiality Agreement for Franchised Business's Employees**

### **A.5 Equipment Purchase Agreement**

### **Exhibit F Confidentiality and Non-Disclosure Agreement**

### **Exhibit G Franchised Business Customer Acceptance Forms**

## **ITEM 23 - RECEIPTS**

Two copies of an acknowledgment of your receipt of this disclosure document appear at the end of this disclosure document (Exhibit K). Please return one copy to us and retain the other for your records.

**EXHIBIT A**  
**CONTRACTS**

**COVERALL®**  
**FRANCHISE AGREEMENT**

# COVERALL® FRANCHISE AGREEMENT

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FRANCHISE # \_\_\_\_\_

NEW FRANCHISED BUSINESS

### FRANCHISE AGREEMENT

THIS AGREEMENT is entered into between Coverall North America, Inc., a corporation organized and existing under the laws of the State of Delaware ("Coverall") and \_\_\_\_\_ ("Franchised Business") for the purposes of granting Franchised Business the rights necessary to operate a Coverall Franchise. Franchised Business is doing business as a:

Corporation, state of incorporation: \_\_\_\_\_ LLC, state of organization: \_\_\_\_\_

Effective Date of Agreement: \_\_\_\_\_ Non-Refundable Franchise Fee: \_\_\_\_\_

☐ Cash ☐ Veteran

Term of Franchise ("Initial Term"): 20 years

Down Payment \_\_\_\_\_

Package Purchased: P- \_\_\_\_\_

Amount Financed: \_\_\_\_\_

(with interest at \_\_\_\_\_ % per annum)

Initial Business Offering Period \_\_\_\_\_ business days

Financing Period: \_\_\_\_\_ months

Coverall Support Center \_\_\_\_\_

Amount of Each Monthly Installment: \_\_\_\_\_

The first installment of principal and interest shall be paid on \_\_\_\_\_, 20\_\_\_\_

**Franchised Business agrees to receipt of all correspondence sent via U.S. MAIL at the following address:**

**Email Address:** \_\_\_\_\_ **FEIN:** \_\_\_\_\_ - \_\_\_\_\_

Franchised Business Owners (each a 100% guarantor of Franchised Business for purposes of its operation as a Coverall Franchise and each fully authorized to transact business with Coverall on behalf of Franchised Business):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

## **TERMS OF FRANCHISE AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual rights and obligations contained in this Franchise Agreement (this "Agreement"), Coverall and Franchised Business agree as follows:

### **1. NATURE AND SCOPE OF FRANCHISE.**

- A. Coverall awards franchises (each a "Coverall Franchise" or "Franchise") for purposes of conducting commercial cleaning and related special services (as defined herein), and supports such Franchises as set forth in this Agreement.
- B. Upon execution of this Agreement, Franchised Business will be an independent business owner with a Coverall Franchise. During the Term, Franchised Business will be entitled to (1) use the Coverall System for the ongoing development and operation of commercial cleaning and related services, and (2) use certain Coverall trade names, service marks and trademarks, including the trade names "Coverall<sup>®</sup>," "Coverall Health-Based Cleaning System<sup>®</sup>," and/or such other names, designs, and logos as Coverall may from time to time designate (the "Marks"). The Coverall<sup>®</sup> System is operated widely within the United States of America and in certain foreign countries.
- C. Coverall, directly or indirectly through its affiliates, owns the Coverall System and Marks and has the right to authorize their adoption and use.
- D. The rights granted to Franchised Business to operate the Franchise are set forth in this Agreement.
- E. The Franchised Business shall be operated in conformity with the Coverall System and adhere to this Agreement and Coverall's standards, policies, and procedures as they may be issued from time to time.

### **2. FRANCHISE GRANT AND TERM.**

- A. Coverall grants Franchised Business, for the stated Term, the right, license, and privilege to adopt and use the Coverall System, to advertise to the public that Franchised Business is a Coverall Franchise, and to adopt and use, but only in connection with the sale of commercial cleaning and related services and the provision of commercial cleaning and related services, the Marks that Coverall shall designate from time to time.
- B. The Term of this Agreement is twenty (20) years and shall begin on the Effective Date.
- C. Upon the expiration of the Term of this Agreement, Franchised Business shall have no further right to operate a Coverall Franchise unless Coverall and Franchised Business execute a written agreement for an additional term ("Successor Term Franchise"). Any Successor Term Franchise shall be upon the terms and conditions as Coverall is then using for Successor Term Franchises, which terms and

conditions may be materially different from the terms and conditions of this Agreement. There is no charge for a Successor Term Franchise. As a condition associated with any Successor Term Franchise agreement, Franchised Business shall execute a general release in favor of Coverall.

3. TERRITORY.

Franchised Business is not granted an exclusive territory. Franchised Business may operate the Coverall Franchise only in the stated geographic area covered by the identified Coverall Support Center where Franchised Business bought the Franchise (the then-current list of Support Centers is described on Exhibit I to the Franchise Disclosure Document) (the "Area"). Coverall will award numerous Franchises to third parties other than Franchised Business within the Area. Without limitation, Coverall and its affiliates alone also have the right to establish or operate, and grant others the right to: establish or operate, other businesses offering the same or similar products utilizing other trade names, trademarks, and service marks, at any location; use the Coverall® Marks, System, and business model to sell any products or services the same as or similar to those which Franchised Business will sell, through any alternate channels of distribution at any location (including without limitation, other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet); sell supplies directly to your customers; use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Coverall® Marks at any location, which may be similar to or different from the Coverall Franchise operated by Franchised Business; purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with Franchised Business's Franchise, wherever located; acquire and convert to the System operated by Coverall, any businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned, and wherever located; and, engage in any activities not expressly prohibited by the Franchise Agreement.

4. FRANCHISE FEE.

The Franchise Fee stated on Page 1 is non-refundable. A portion of the Initial Franchise Fee, \$5,000, is the price that Franchised Business pays for the license to use the Coverall® Marks and System.

5. ROYALTY AND SUPPORT FEES.

Franchised Business is obligated to pay Coverall Royalty and Support Fees based on Franchised Business's monthly Gross Dollar Volume. Gross Dollar Volume includes all service fees billed to all Franchise customers. The Royalty Fee is for the right to use the Coverall System and the Marks; and the Support Fee is for the support that Coverall provides to Franchised Business.

- A. Royalty. Franchised Business shall pay Coverall a Royalty Fee in an amount equal to five percent (5%) of Franchised Business's monthly Gross Dollar Volume billed,

and the Royalty shall be payable monthly no later than the last calendar day of the month following the month in which Franchised Business serviced the customers.

- B. Support Fee. Franchised Business shall pay Coverall a Support Fee equal to ten percent (10%) of Franchised Business's monthly Gross Dollar Volume billed, and the Support Fee shall be payable monthly no later than the last calendar day of the month following the month in which Franchised Business serviced the customers.

6. OTHER FEES.

- A. Special Services Finder's Fee. Special service contracts ("Special Services") are one-time or periodic contracts for services such as, but not limited to, day porter services, special event cleanup, blind cleaning, light bulb changing, deep cleaning, upholstery cleaning, machine scrub and rinse, strip and finish, scrub and recoat, windows, carpet extraction, and carpet encapsulation. A fee shall be charged for special service contracts obtained by Coverall which are accepted by and assigned to Franchised Business. However, there shall be no Special Services Finder's Fee charged for special service contracts obtained solely by Franchised Business (but other applicable fees hereunder shall apply).

B. Transfer Fee.

- (i) A Transfer Fee is charged pursuant to Coverall's consent to Franchised Business's assignment to a third party of the Franchise and/or this Agreement, in whole or in part. The Transfer Fee is published and revised from time to time in the Franchised Business Policies and Procedures Manual (the "Policies and Procedures Manual").
- (ii) A Customer Transfer Administrative Fee is charged for transfer of a customer to another Franchised Business and is ten percent (10%) of the Regular Service Volume attributable to each transferred customer, not to exceed Five Hundred Dollars (\$500) per customer transferred.
- (iii) A Business Owed Transfer Administrative Fee is charged for the transfer of Business Owed to another Franchised Business and is ten percent (10%) of the Business Owed transferred. ("Business Owed" is defined in Paragraph 13.)

- C. Bid and Negotiation Fee. If Franchised Business requests assistance from Coverall with bidding (for example, establishing the contract price) for a potential customer, there will be a one-time fee as published and revised from time to time in the Policies and Procedures Manual.

7. PAYMENT OF FEES AND OTHER OBLIGATIONS.

Coverall supports Franchised Business by billing and collecting Franchised Business's Gross Dollar Volume (Franchised Business's customer receivables; see Paragraph 16B). Franchised Business hereby authorizes Coverall to deduct from Franchised Business's

Gross Dollar Volume, or any other amounts collected on Franchised Business's behalf, any and all fees and other amounts of any nature or kind owed by Franchised Business to Coverall, including but not limited to, any financed portion of the Franchise Fee (principal and interest), Royalty Fees, Support Fees, any financed portion of any Sales and Marketing Fees for the purchase of Additional Business (principal and interest), Special Services Finder's Fees, any Retentions for National Account Customers (defined in paragraph 13), any financed portion of equipment purchases (principal and interest), fees charged to participate in any Coverall insurance programs, any other obligations due and owing to Coverall by Franchised Business, and any other fees or charges that Franchised Business may authorize Coverall to deduct ("Authorized Deductions").

8. BUSINESS MULTIPLIERS.

Business Multipliers are used to determine (a) the amount Franchised Business must pay Coverall for Additional Business (as defined in Paragraph 15), or (b) the amount Coverall may pay to Franchised Business to purchase Franchised Business's customers or Business Owed. Business Multipliers are published and revised from time to time in the Policies and Procedures Manual. The Business Multiplier applied to purchases of Additional Business by Franchised Business may be higher if Franchised Business has previously lost customers for cause, all as the Policies and Procedures Manual specifies.

9. TRAINING.

Franchised Business acknowledges the importance of quality and uniformity of business operation among all Franchised Businesses in the Coverall System; and Franchised Business agrees to enroll in Coverall's Initial Training its Franchised Business owners or, with Coverall's consent, Franchised Business's designated employee(s).

- A. Initial Training is a forty (40) plus hour program that consists of classroom and on-site instruction on, among other things, cleaning techniques, customer service, and business management.
- B. Initial Training may take up to eight (8) weeks to complete, or longer, depending upon Franchised Business owner / employee schedules.
- C. Coverall's obligation hereunder to offer Franchised Business sufficient customers to fulfill Franchised Business's Franchise Package does not begin until:
  - (i) Franchised Business owner(s) or Franchised Business's designated employee(s), as approved by Coverall, has / have satisfactorily completed Initial Training;
  - (ii) Franchised Business has complied with the provisions of Paragraph 10 of this Agreement; and
  - (iii) Franchised Business's and Franchised Business's owner(s) background screening has been approved.

10. INCORPORATION, BUSINESS LICENSE AND BUSINESS BANK ACCOUNT.

Franchised Business must be a corporation or limited liability company, and Franchised Business must keep separate accounting, banking, and financial records for the operation of its Coverall Franchise. Prior to signing this Agreement, Franchised Business shall procure a business license, if applicable; obtain a Federal Employer Identification Number ("FEIN"); and open a business bank account in the name of the Franchised Business.

11. MANUALS.

Coverall shall loan Franchised Business the Coverall Operations Manual and Policies and Procedures Manual (the "Manuals"); and grant access to Coverall's on-line training program. The Manuals contain detailed proprietary information about the Coverall System. Franchised Business agrees to promptly adopt and use exclusively the methods, policies, and procedures contained in current versions of the Manuals; the Manuals are revised from time to time. Franchised Business acknowledges that Coverall owns all proprietary rights in and to the Coverall System, and that the information revealed in the Manuals, in their entirety, constitutes confidential trade secrets. Without the prior written consent of Coverall, Franchised Business shall not disclose the content of the Manuals to any person, except employees of Franchised Business for purposes related solely to the operation of the Franchised Business, nor shall Franchised Business reprint or reproduce the manuals in whole or in part for any purpose except in connection with the instruction of Franchised Business's employees in the operation of the Franchised Business. Upon expiration or termination of the Coverall Franchise for any reason, Franchised Business shall return the Manuals to Coverall.

12. COMPLIANCE WITH COVERALL SYSTEM.

Franchised Business agrees that every component of the Coverall System is important to Coverall and the operation of the Franchised Business, including, but not limited to, uniformity of services, appearance, and adherence to Coverall standards and policies. Coverall shall have the right to observe and evaluate from time to time Franchised Business's business operations, including but not limited to, on-site visits and surveying any customer premises serviced by Franchised Business to assure compliance with Coverall standards and policies.

13. THE FRANCHISE PACKAGE.

Franchised Business purchased the Franchise Package described on Page 1. Coverall is obligated to fulfill that Franchise Package by offering Franchised Business commercial cleaning customers at the required Regular Service Volume level ("Initial Business") within the Initial Business Offering Period described on Page 1. Coverall procures commercial cleaning customers and offers those customers to Franchised Business to fulfill the Franchise Package and help Franchised Business launch the Franchised Business. Franchised Business may accept or reject an offered customer. If Franchise Business accepts an offered customer, Coverall will assign the customer agreement to Franchised Business.

Coverall does not have an inventory of customers, so Coverall has a specified number of business days from the date on which Franchised Business satisfies the requirements of Paragraph 9 to offer customers to satisfy Coverall's Franchise Package obligation. The Regular Service Volume that Coverall is obligated to offer Franchised Business is commonly referred to, and referred to herein, as "Business Owed." Business Owed is composed of Initial Business, Additional Business (as defined in Paragraph 15) purchased by Franchised Business, and Replacement Business owed pursuant to certain guarantees.

- A. The Franchised Business Fee reflects the amount of Initial Business owed by Coverall to Franchised Business. The amount of Initial Business is equal to the Franchise Package purchased. Initial Business is a specific dollar amount of Regular Service Volume.
- B. The Franchise Package purchased is not a guarantee that Franchised Business will earn an equivalent amount of Gross Dollar Volume each month; and except for customers lost during the guarantee period through no fault of Franchised Business, neither does it mean that Coverall is obligated at any time to replace lost customers to enable Franchised Business to maintain that level of Gross Dollar Volume.
- C. Coverall is obligated to offer Franchised Business, within the Initial Business Offering Period, one or more commercial cleaning customers to fulfill the Initial Business obligation. The customers offered to Franchised Business may be new customers recently acquired by Coverall; or existing customers that become available for resale. Coverall's obligation to offer customers to Franchised Business does not arise until Franchised Business has satisfied the requirements of Paragraph 9.
- D. If Franchised Business accepts a customer offered to fulfill Initial Business that has Regular Service Volume in excess of that required to fulfill Initial Business, the excess Regular Service Volume is Additional Business and Franchised Business must pay Coverall for the excess as provided in Paragraph 15. As a condition of acceptance and purchase of Additional Business, Franchised Business will be required to sign a general release in favor of Coverall.
- E. If a Franchised Business accepts a customer, Coverall will assign the Service Agreements to the Franchised Business subject to the terms and conditions of this Agreement and that Service Agreement will become an asset of the Franchised Business. The Assignment shall be conditional subject to, among other things, payment in full of the financed portion of the Franchise Fee or purchases of Additional Business. Assignment of the Service Agreements shall not prohibit Coverall from selling to Franchised Business's customers Special Services, equipment, chemicals or supplies not covered by the assigned Service Agreements. National Account Customers are Coverall customers that have multiple national or regional locations, and such National Account Customer agreements, along with local multiple location customers, or customers with contracts that prohibit assignment (collectively "National Account Customers"), will not be assigned to Franchised Business. Franchised Business may agree to service National Account

Customers, but because such agreements will not be assigned to Franchised Business, Franchised Business's only interest in such customers will be the right to receive, in return for identified services performed, the amounts specified in Paragraph 16B(ii) and perform services as a subcontractor. With regard to such National Account Customers, Coverall may at any time unilaterally determine that Franchised Business's subcontractor services must cease and direct Franchised Business to stop servicing any and all National Account Customer location or locations.

- F. If Franchised Business refuses to accept any customer offered by Coverall to fulfill Initial Business, the time for offering the Initial Business is extended; and Coverall shall remain obligated to offer, within a reasonable period of time after the expiration of the Initial Business Offering Period, the amount of Initial Business refused by Franchised Business.
- G. The Initial Business Offering Period may be suspended during any period in which:
  - (i) Coverall reasonably requires Franchised Business to attend retraining; or
  - (ii) Franchised Business is in breach of any material provision of this Agreement or any other agreement between Coverall and Franchised Business.
- H. If the Initial Business Offering Period expires and Coverall has not offered Franchised Business sufficient customers with adequate Regular Service Volume to satisfy the total amount of Initial Business, Franchised Business may request Coverall to:
  - (i) Pay Franchised Business for the amount of the Franchise Package not timely offered times the Business Multiplier applicable to the purchase of Additional Business under this Paragraph 13H as published and revised from time to time in the Policies and Procedures Manual; and
  - (ii) Coverall shall first apply refunds due pursuant to 13H(i) to any obligations owed by Franchised Business to Coverall, and pay the balance, if any, to Franchised Business.

This is the sole remedy available to Franchised Business for Coverall's failure to timely offer Initial Business.

I. Franchised Business must not solicit or contact existing Coverall customers or prospects, unless Coverall authorizes Franchised Business to do so, as in the case of providing Special Services. Because of the potential of interfering with another franchised business's current customer or a prospect being solicited by Coverall or another franchised business, Franchised Business is prohibited from telemarketing.



J. Coverall reserves the right to contact the customers Franchised Business is servicing, whether or not those customers were obtained by Coverall or Franchised Business, through periodic visits and/or telephone contact to conduct surveys for Coverall brand protection.

14. THE COVERALL INITIAL BUSINESS GUARANTEE.

Coverall provides a limited guarantee of the Initial Business accepted by Franchised Business. The purpose of the guarantee is to help Franchised Business through the start-up phase of Franchised Business. The guarantee applies only to customers lost through no fault of Franchised Business; and entitles Franchised Business to a one (1) time replacement of each customer's monthly Gross Dollar Volume accepted by Franchised Business to fulfill Initial Business. The guarantee does not apply to Initial Business customers voluntarily abandoned by Franchised Business or to customers that have terminated Franchised Business for cause.

- A. Initial Business is guaranteed for a one time only replacement for twelve (12) months from the date Franchised Business first services the customer, but only if the customer is lost through no fault of Franchised Business. Coverall will within a reasonable period of time offer Franchised Business one or more customers generating Regular Service Volume at least equal to that lost by Franchised Business to fulfill the guarantee.
- B. If the customer(s) offered to replace the guaranteed lost Initial Business generates Regular Service Volume in excess of that lost and Franchised Business accepts the customer, Franchised Business will have to pay Coverall for the excess Regular Service Volume. The payment to Coverall shall be equivalent to the Business Multiplier times the excess Regular Service Volume.

15. GROWING THE FRANCHISED BUSINESS.

After Franchised Business's Franchise Package is fulfilled by Coverall, Coverall may, but is not obligated to, offer Franchised Business additional Regular Service Volume ("Additional Business"). Franchised Business may grow the Franchised Business by i) obtaining customers for the Franchised Business on its own, ii) purchasing Additional Business from Coverall in the event Coverall has Additional Business available to offer Franchised Business, or iii) purchasing Additional Business from other Coverall franchise owners. As a condition of acceptance and purchase of Additional Business from Coverall, Franchised Business will be required to sign a general release in favor of Coverall. Additional Business, including National Account Customers, may be new customers recently acquired by Coverall, or they may be existing customers that become available for resale.

- A. The fee charged for Additional Business is the Business Multiplier times the Regular Service Volume Franchised Business desires to purchase (the "Sales and Marketing Fee"). In accordance with the current version of the Policy and Procedures Manual, Franchised Business may pay a higher multiple if Franchised Business has previously lost a customer for cause or abandoned a customer. Once

Franchised Business has paid in full for the Additional Business, Coverall will have a reasonable period of time from the date of payment in full within which to offer the Additional Business. If Coverall does not offer the Additional Business within a reasonable period of time, Franchised Business will be entitled to a refund of the Sales and Marketing Fee paid to Coverall.

- B. From time to time, Coverall may initiate an offer of Additional Business to Franchised Business. If Franchised Business accepts the offer, Franchised Business shall pay the Sales and Marketing Fee stated in Paragraph 15A. Coverall may finance up to eighty percent (80%) of the Sales and Marketing Fee.
- C. Additional Business purchased from Coverall is guaranteed for a one time only replacement for six (6) months from the date Franchised Business first services the customer, but only if the customer is lost through no fault of Franchised Business. Coverall will replace the monthly Gross Dollar Volume of the Additional Business within a reasonable period of time. If Coverall does not offer the replacement Additional Business within a reasonable period of time, Franchised Business's sole remedy is a refund of the Sales and Marketing Fee paid to Coverall. Coverall shall first apply any refund due under this Paragraph 15C to any obligations owed by Franchised Business to Coverall, and pay the balance, if any, to Franchised Business. The Additional Business guarantee does not apply to customers obtained by Franchised Business or to promotional Regular Service Volume provided to Franchised Business by Coverall free of charge.

16. BUSINESS AND SUPPORT SERVICES PROVIDED BY COVERALL.

Coverall provides business and support services to Franchised Business for the Support Fee paid to Coverall. Coverall will provide the following services:

- A. Additional Training. Franchised Business is required to complete Initial Training in the Coverall System. Subsequent training is Additional Training, and may include, but shall not be limited to, any training course offered in the Initial Training, or any other training provided by Coverall to Franchised Business and/or Franchised Business's owners or employee(s). Additional Training may also include courses introducing new methods and any certification requirements developed after Initial Training, which Additional Training may be mandatory in Coverall's sole discretion. Franchised Business's Additional Training may be offered online, through webinars, personal consultation and/or through group seminars. Personal consultations may be scheduled at the request of Franchised Business and may be conducted by telephone or in person. There is no charge for Additional Training.
- B. Billing and Collection. Coverall provides billing and collection services for Franchised Business, including billing customers for services and supplies provided by Franchised Business, collecting the amounts due from those customers, and remitting to Franchised Business the amounts collected from those customers on Franchised Business's behalf, less Authorized Deductions. Coverall has the

exclusive right to bill and collect in the name of the Franchised Business from customers during the Term of this Agreement.

- (i) At the beginning of each month, Coverall shall invoice and collect payment from Franchised Business's customers according to the customer contract (the "Service Agreement") and for any other services and supplies that may have been provided by Franchised Business. On the last calendar day of the month following the month in which the services and supplies were provided by Franchised Business (if the last calendar day of the month falls on a weekend and/or holiday, payment will be made on the next business day), Coverall will distribute to Franchised Business amounts collected from Franchised Business's customers less the Authorized Deductions. If applicable, Coverall will remit any state sales tax collected from Franchised Business's customers to the appropriate state taxing authority.
- (ii) With the exception of National Account Customers that Franchised Business may service, Franchised Business is entitled to receive the total amount collected from each customer, less all Authorized Deductions. Coverall may retain a percentage, or another separately specified portion, of the total amount collected from the National Account Customer (the "Retention"). Therefore, the amount that Franchised Business will receive for servicing a National Account Customer location may not be equivalent to a pro rata share of the total monthly amount that is collected from the National Account Customer, or equivalent to the amount that is collected from the National Account Customer for the location serviced by Franchised Business. To the extent that there is excess Retention, those funds are kept by Coverall. The Retention, however, does not affect the amount of Regular Service Volume offered to Franchised Business to fulfill either Franchised Business's Initial Package or sold to Franchised Business as Additional Business.
- (iii) If a customer discontinues Franchised Business's services for any reason and the customer is Franchised Business's only customer, Coverall shall have the right to apply the entire amount of any payment subsequently collected by Coverall from that customer to any amount owed by Franchised Business to Coverall. Nothing contained in this Paragraph 16B(iii), however, shall be construed to release Franchised Business from its obligations to Coverall for any amount remaining due after applying the funds received from the discontinued customer.
- (iv) If a customer that Coverall bills on Franchised Business's behalf is delinquent in payment, Coverall may, after consulting with Franchised Business, stop invoicing that customer. If Franchised Business chooses to continue servicing a delinquent customer, Franchised Business does so at the risk of non- payment.

- (v) If Coverall must file a lawsuit against a delinquent customer and Coverall collects from that customer, Franchised Business will be entitled to receive the amount collected net of Coverall's Royalty and Support Fee and the costs of collection, including attorney's fees, costs, and expenses.
- (vi) Coverall may, after consulting with Franchised Business, settle and compromise delinquent customer obligations, which means that Coverall may (with Franchised Business's consent) agree to accept less than the amount owed by the customer. Franchised Business will be entitled to receive the amount collected net of Coverall's Royalty and Support Fees and the costs of recovery, including attorney's fees, costs and expenses.
- (vii) The balance of the funds collected from Franchised Business's delinquent customers pursuant to Paragraphs 16B(v) and (vi) will first be applied to any amount owed by Franchised Business to Coverall, and the balance, if any, will be paid to Franchised Business.
- (viii) Franchised Business agrees to cooperate with Coverall in the collection of delinquent customer receivables, including but not limited to reassignment of the Service Agreement to Coverall as needed for collection purposes.
- (ix) If Franchised Business chooses at its own expense to file a lawsuit to collect from a delinquent customer, Franchised Business must pay Coverall its Royalty and Support Fee on any amount collected.
- (x) Franchised Business understands, acknowledges and agrees that Coverall is an intended third-party beneficiary of all Service Agreements that Franchised Business enters into and Coverall and its affiliates have the absolute right to enforce all of the terms and provisions of the Service Agreements should Franchised Business fail or otherwise refuse to do so. Notwithstanding the fact that Coverall is a third party-beneficiary to such Service Agreements as described above, Coverall is not a party to such Service Agreements and Coverall is not responsible for any of the duties, obligations or requirements imposed on Franchised Business by such Service Agreements or any liabilities of Franchised Business associated with such Service Agreements, and as a consequence, Franchised Business and the customer must covenant never to commence any action or proceeding against Coverall, file any complaint with any regulatory authority concerning Coverall or otherwise assert any claim against Coverall or in any way seek to hold Coverall liable for any performance or non-performance under such Service Agreement.

C. Cash Flow Protection Services. Coverall will advance (loan) to Franchised Business the amounts billed to Franchised Business's customers, whether or not those amounts have been collected. Advances will be made no earlier than the last calendar day of the first month following the month the services and supplies were provided (if the last calendar day of the month falls on a weekend and/or holiday,

payment will be made on the next business day). Advances attributable to billings for any one customer shall not exceed an amount equal to billings for sixty (60) days and shall not remain outstanding for a period exceeding ninety (90) days from invoice date. If advances remain uncollected from the customer at the end of ninety (90) days, Franchised Business shall repay Coverall the total amount billed to the customer that was advanced to Franchised Business. Coverall may recover the advance through Franchise Statement Deductions. However, if Franchised Business has insufficient Gross Dollar Volume to cover the advances, then Franchised Business must pay Coverall directly.

17. FRANCHISED BUSINESS OPERATIONS.

Franchised Business acknowledges that every component of the Coverall System is important to Coverall, its Franchised Business, and to the operation of the Franchised Business. Franchised Business shall comply with the entire Coverall System, including but not limited to the following:

A. Franchised Business to Attend Training Course. Franchised Business owners and/or employees shall attend and successfully complete Initial Training, and any other Additional Training that Coverall may require from time to time, at Franchised Business's sole cost and expense. Coverall may, in its sole discretion, agree in writing to allow a designee of Franchised Business to attend initial Training instead of Franchised Business owners. Franchised Business's employees may also attend training.

B. Retraining of Franchised Business. If at any time any customer being serviced by Franchised Business cancels Franchised Business's services for faulty workmanship, lack of trustworthiness, or any other default under that customer's Service Agreement, Franchised Business may be required to attend retraining.

In the event of retraining, the time within which Coverall must offer any remaining Initial Business or Additional Business will be suspended from the time Franchised Business is requested to attend retraining until Franchised Business completes retraining to Coverall's reasonable satisfaction.

C. Staffing. Franchised Business is an independently owned and operated franchise of Coverall, and it and its owners and employees are neither an employees nor agents of Coverall. Franchised Business is fully responsible for all employment decisions and functions of the Franchised Business, including without limitation, hiring, firing, training, wage and hour compliance, compliance with federal immigration laws, record keeping, and supervision.

D. Franchised Business to Use Coverall Approved Equipment, Chemicals and Cleaning Supplies. Franchised Business shall use only Coverall specified equipment, chemicals, and cleaning supplies in Franchised Business's Franchised Business. Specifications may change from time to time, and Franchised Business shall at Franchised Business's sole expense comply with any such changes. Coverall

will provide Franchised Business with specifications at Initial Training and the procedures to obtain approval on non- pre-approved equipment, chemicals, and supplies will be published and revised from time to time in the Policies and Procedures Manual.

- E. Identifying Franchised Business's Franchise. Franchised Business shall identify its Franchised Business as an independently owned and operated franchise of Coverall (in the manner Coverall specifies) and cause all persons involved in the operation of the Franchised Business to reflect that independent status with customers and other third parties. Franchised Business shall cause all persons involved in the operation of the Franchised Business to wear approved apparel.
- F. Insurance. Franchised Business shall acquire and maintain in effect the following insurance coverage in the following minimum amounts, or in the amounts that Coverall may require according to the Policies and Procedures Manual, as published and revised from time to time:
- (i) Janitorial bonding in an amount not less than \$100,000;
  - (ii) Commercial general liability insurance covering property damage, loss and personal injury in amounts not less than \$1,000,000 per occurrence; \$2,000,000 in the aggregate; and a \$5,000,000 umbrella policy, which policy: i) shall identify the Franchised Business's business name as the named insured on the policy; ii) shall name Coverall as an additional insured on a primary and non-contributory basis and include a waiver of subrogation; iii) may not contain an exclusion for property in Franchised Business's care, custody, and control; iv) is strongly recommended that you obtain an endorsement that provides coverage for bodily injury, property damage, loss and personal injury resulting from building, cleaning and maintenance operation in a limit no less than the CGL required policy limits written on an occurrence basis; and v) umbrella shall follow form;
  - (iii) Comprehensive automobile liability insurance, including personal injury and property damage insurance, in the minimum amount of \$50,000, or the amount required by state law, whichever is higher;
  - (iv) Workers' compensation insurance for Franchised Business and its employees for statutory limits (regardless of the requirements of state law, if Franchised Business has employees, utilizes subcontractors or is assisted by family members, Franchised Business shall purchase workers' compensation insurance);
  - (v) If Franchised Business does not have workers' compensation covering the owner of the Franchised Business, then Franchised Business must obtain on-the-job accident and disability coverage for the owners of the Franchise having the following minimum coverage: accidental death (\$20,000.00), accidental dismemberment (\$20,000.00), paralysis (\$20,000.00), temporary

total disability (\$500.00 per week for 52 weeks), continuous disability (\$500.00 per week for 52 weeks), and accident medical expense (maximum benefit of \$50,000.00 for 52 weeks);

- (vi) Employer's liability insurance in amounts no less than \$100,000.00 each accident for Franchised Business and all of its employees; and
- (vii) Franchised Business shall comply with all state and federal laws to maintain a proper unemployment insurance account.

All insurance policies shall name Coverall as an additional insured. Franchised Business shall provide Coverall with proof of the above insurance coverage prior to Franchised Business starting Franchise operations, and no later than ten (10) days after Franchised Business personnel complete Initial Training. If Franchised Business fails to obtain any or all insurance as specified herein and approved by Coverall, Coverall may (but shall not be required to), in addition to other remedies, purchase such insurance for the benefit of Franchised Business in which event Franchised Business agrees to promptly reimburse Coverall for the cost. In the event it becomes necessary for Franchised Business to reimburse Coverall for the costs of insurance, Franchised Business hereby authorizes Coverall to deduct the costs of the insurance, on a monthly basis, or as is otherwise necessary, from Franchised Business's Gross Dollar Volume.

Franchised Business may choose to participate in Coverall's Business Protection Plan and other insurance programs that offer some of the insurance coverage required by this Paragraph. The cost of participating in Coverall's Business Protection Plan or other insurance programs is typically more expensive than similar insurance coverage available from other sources. Coverall earns a profit on its Business Protection Plan and other insurance programs.

G. Franchised Business to Abide by Policies and Procedures. Franchised Business shall be free to conduct its business as it deems best in providing services to its customers. However, Franchised Business understands and acknowledges that implementation of the Coverall System is essential to the Coverall® brand in order to:

- (i) Develop and maintain quality operating standards;
- (ii) Increase the demand for the services sold by other Franchised businesses and by Coverall on behalf of all Franchised business operating Coverall Franchises; and
- (iii) Protect Coverall's brand, reputation and goodwill.

Franchised Business may not implement any modification to the System without Coverall's prior written consent. Coverall shall have the right to incorporate any modification to the System developed by Franchised Business without compensation to Franchised Business.

- H. Franchised Business to Abide by all laws. Franchised Business agrees to abide by all of the terms of this Agreement, the Policies and Procedures Manual and all federal, state and local laws, including but not limited to:
- (i) Franchised Business shall maintain good standing and obtain all applicable business licenses and/or registrations from all local or state agencies having jurisdiction over Franchised Business's Franchised Business, as required. Franchised Business shall furnish Coverall proof that Franchised Business obtained the applicable business licenses and registrations.
  - (ii) Franchised Business shall be solely responsible to pay any taxes or other assessments due to any governmental agencies.
  - (iii) Franchised Business is solely responsible for the payment of the employer's portion of social security and other taxes required to be withheld for Franchised Business's employees.
  - (iv) Franchised Business shall also pay all taxes withheld from employee wages, and premiums for unemployment and worker's compensation insurance, as required by law.
  - (v) Franchised Business shall provide Coverall, upon demand, proof of payment of all taxes due and compliance with all laws.
- I. Modification to the System. Franchised Business acknowledges and agrees that due to changes in competitive circumstances, presently unforeseen changes in the needs of the marketplace, changing customer demands, presently unforeseen technological innovations, and for protection of the Marks, the Coverall System must be subject to modification in order to best serve the interests of Coverall, Franchised Business, and the Coverall System. Accordingly, Franchised Business expressly acknowledges and agrees that Coverall may from time to time alter, modify, or change the components of the Coverall System, including, but not limited to, modifying, altering, varying, and adopting new products, services, equipment, techniques, methods, programs, standards, training, sales training, forms, and policies and procedures; adding to, deleting from, or modifying those programs and services which Franchised Business is authorized to offer; and changing, improving, or modifying the Marks. Franchised Business agrees, at Franchised Business's own expense, to adopt on a timely basis (but in no case later than sixty (60) days after notice) any such modifications to the Coverall System set forth in updates or changes to the Policies and Procedures Manual, or in other written communications, as if they were a part of the Coverall System at the time of the execution of this Agreement. Coverall shall notify Franchised Business in writing as to changes in the Policies and Procedures Manual or other changes in the operational structure of the Franchise.
- J. Coverall's Right to Audit. Franchised Business agrees to keep true and accurate business records and books of account which shall be open to examination by



Coverall or its duly authorized agent during regular business hours, and Coverall shall have the right to examine same, including other related records. Upon Coverall's request, Franchised Business shall prepare and/or produce to Coverall such records and books, and any other information, including without limitation financial statements and personal and business income tax returns, that will permit Coverall to verify that all fees due Coverall are fully, accurately, and truthfully accounted for, and that Franchised Business is not otherwise in breach of this Agreement. Franchised Business shall be responsible to reimburse Coverall for the cost of the audit if the audit reveals a violation of Paragraph 18A of this Agreement. Coverall's right to reimbursement shall be in addition to any other rights or remedies it has under this Agreement or otherwise.

- K. Computer Equipment. Franchised Business must have access to a cell phone and personal computer, or other hand-held device with Internet access, the ability to send and receive electronic mail and text messages, and full-web browsing capabilities. Franchised Business must provide Coverall with a cell phone number and electronic mail address.
- L. Websites and Social Media. Coverall alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the Coverall System. Any websites or other modes of electric commerce that Coverall establishes or maintains may – in addition to advertising and promoting the products, programs or services available at Coverall businesses – also be devoted in part to Coverall's offering Coverall franchises for sale and be utilized by Coverall to exploit the electronic commerce rights which Coverall reserves. Franchised Business must not maintain its own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with the Franchise; establish a link to any website Coverall establishes at or from any other website or page; or, at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the "Coverall" name or any confusingly similar name. Coverall alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any Coverall website Coverall establishes and maintains, including all material Franchised Business may furnish to Coverall. Franchised Business may not maintain a social media page (including, without limitation Facebook, Instagram or Twitter) or otherwise maintain a presence or advertise on the internet, through social media without Coverall's prior written approval (which may be withheld, conditioned or delayed for any or no reason). Notwithstanding anything in the foregoing to the contrary, in the event Coverall approves any such presence, such presence must at all times conform to Coverall's then-current standards, specifications and social media and electronic commerce policies, as Coverall may establish and modify from time to time.
- M. Franchised Business Service to Customers. All services provided to the customers of the Franchised Business shall be performed in a good and workmanlike manner, satisfactory to the customers, and in accordance with Coverall standards. High

quality services are essential to the reputation and goodwill associated with the Coverall System and Marks.

- N. Voluntary Abandonment of Customer by Franchised Business and Limited Customer Guarantee. If Franchised Business desires to cease servicing a customer, Franchised Business shall give Coverall ten (10) days' written notice before ceasing service. In such event, any remaining guarantee for the Regular Service Volume shall be deemed to have been fulfilled, and Coverall shall have no obligation to replace the Regular Service Volume. Franchised Business shall remain liable to pay any outstanding balance due on any financing related to the customer(s) abandoned by Franchised Business. If, however, Coverall successfully transitions the abandoned customer to another Franchised Business and but for Franchised Business's abandonment, Franchised Business would otherwise qualify for a guarantee, Coverall may, in its sole discretion, replace the Regular Service Volume lost due to Franchised Business's abandonment of the customer applying the applicable Business Multiplier. In such instance, the replacement Regular Service Volume is not guaranteed.

18. RESTRICTIONS.

Franchised Business agrees and covenants as follows:

- A. In-Term Restrictions. During the Term of this Agreement and any Successor Term, Franchised Business shall not, without the prior written consent of Coverall, directly or indirectly, engage in, or acquire any financial interest in (either as an individual, principal, owner, agent, employee, partner, stockholder, or director) any business which performs commercial cleaning, Special Services, or related services, or engages in the franchising of commercial cleaning businesses, or any related business anywhere in the Area. Franchised Business shall not divert any customer of its Franchised Business to another entity, whether or not that entity is directly or indirectly controlled by Franchised Business unless Franchised Business obtains Coverall's prior written consent.
- B. Post-Term Restrictions. In the event this Agreement is assigned, terminated, or expires, for any reason whatsoever, Franchised Business shall not solicit, directly or indirectly, without the prior written consent of Coverall any customer repurchased by Coverall or by another Coverall Franchised Business for a period of eighteen (18) months from the date of repurchase.

Should a customer serviced by Franchised Business prior to termination initiate contact with Franchised Business for the purpose of engaging Franchised Business to provide cleaning or related services to customer, unless Coverall has otherwise agreed in writing, Franchised Business shall decline to provide such services until such time as the term of this non-solicitation covenant has expired.

- C. Lesser Included Covenants Enforceable at Law. If all or any portion of the restrictive covenants set forth in this Section are held unreasonable, void, vague or

illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency is hereby empowered to revise and/or construe the covenants to fall within permissible legal limits, and should not by necessity invalidate the entire covenants. Franchised Business expressly agrees to be bound by any lesser covenants subsumed within the terms of this Section as if the resulting covenants were separately stated in and made a part of this Agreement.

- D. Confidentiality. Franchised Business agrees to use and permit the use of the Confidential Information (as defined below) solely in connection with the operation of the Franchise and during the Term. Franchised Business must only divulge such Confidential Information to Franchised Business's operational personnel as is necessary for each to perform his/her functions and then only on a "need to know" basis. Franchised Business agrees to take all necessary precautions to insure that these individuals maintain the Confidential Information in confidence and comply with the confidentiality provisions of this Agreement. Franchise Business shall never (whether during the Term, or any time after the Agreement expires, transfers or terminates) divulge or use any of the Coverall System or Confidential Information for the benefit of Franchised Business, Franchised Business's owners or any third party (including any person, business entity or enterprise of any type or nature), and shall not directly or indirectly aid any such third party to imitate, duplicate or "reverse engineer" any of the Confidential Information. Except as authorized in this Agreement, Franchised Business agrees never to copy, duplicate, record or otherwise reproduce any of the Confidential Information or portion or aspect of the Coverall System, in whole or in part; otherwise share it with any other third party individual or entity; store it in a computer or other electronic format; or, otherwise make it available to any third party by any other means whatsoever. Upon the expiration or termination of this Agreement, Franchised Business agrees to return to us such Confidential Information as Coverall requests (including customer lists and records; all training materials and other instructional content; financial and non-financial books and records; the Manuals; and, computer databases, software and manuals) which is then in Franchised Business's possession or, upon Coverall's request, destroy all or certain such Confidential Information and certify such destruction to Coverall. It is specifically understood that all customer lists or information adduced by Franchise is Coverall's property, not Franchised Business's property, and you shall never contend otherwise.

"Confidential Information" means all information, knowledge, trade secrets or know-how utilized or embraced by the Coverall System or which otherwise concerns Franchised Business's or Coverall's systems of operation, programs, services, products, customers, practices, materials, books, records, manuals, computer files, databases or software. Confidential Information includes (without limitation): all elements of the Coverall System and all products, services, equipment, technologies, policies, standards, requirements, criteria and procedures that now or in the future are a part of the Coverall System; the Manuals; all specifications, sources of supply, all procedures, systems, techniques and activities employed by Coverall or by Franchised Business in the offer and sale of products and/or services at or from the Franchise; all pricing paradigms established by

Coverall or by Franchised Business; all of Coverall's or Franchised Business's sources (or prospective sources) of supply and all information pertaining to same (including wholesale pricing structures, the contents of sourcing agreements and the identity of suppliers); all information pertaining to Coverall advertising, marketing, promotion and merchandising campaigns, activities, materials, specifications and procedures; all customer lists and records generated and/or otherwise maintained by Franchised Business's Franchise; Coverall's training and other instructional programs and materials; all elements of Coverall's recommended staffing, staff training and staff certification policies and procedures; all communications between the parties (including the financial and other reports submit to Coverall under this Agreement); all other systems and methods of operations which Coverall employs now or in the future; and, all other information, knowledge and know-how which either Coverall or its affiliates, now or in the future, designate as confidential.

- E. License and Goodwill Restrictions. Franchised Business shall acquire no right to use, or to license the use of, any name, Mark, or other intellectual property right granted or to be granted herein, except in connection with the operation of the Franchised Business in accordance with and during the Term of this Agreement. In all instances Franchised Business's use of the Marks must comply with Coverall's directions, limitations, specifications and authorized prescribed uses. Franchised Business will assert and will in the future assert no claim to any goodwill, reputation or ownership of the Marks by virtue of Franchised Business's licensed use of the Marks, or for any other reason.

Franchised Business has no right, title or interest in or to Coverall's goodwill. Goodwill inures solely to the benefit of Coverall. Franchised Business agrees that it will not do or permit any act or thing to be done in derogation of any of Coverall's or Coverall's affiliates rights in connection with the Marks, either during or after the term of this Agreement. Further, Franchised Business agrees: (i) not to apply for or obtain any trademark or service mark registration of any of the Marks or any confusingly similar marks in Franchised Business's own name; (ii) to use the Marks only for the uses and in the manner licensed under this Agreement and as provided in this Agreement; (iii) under no circumstance will Franchised Business incorporate any of the Marks, any portion thereof or any name or mark derivative of or similar to the Marks, in Franchised Business's entity's name; (iv) it may never use the Marks in connection with any other business except for the Franchise; (v) it will not, during or after the term of this Agreement, impair the goodwill associated with the Marks or in any way dispute or impugn the validity of the Marks, Coverall's or Coverall's affiliates' rights to the Marks, or the rights of other Coverall franchisees or other third parties to whom Coverall may have licensed the Marks.

Franchised Business acknowledges that Coverall's rights in the Marks are not limited to the specific presentation or configuration of any of them, but rather extend to all combinations and displays of the words and/or design elements thereof and extend to all translations of them in any language, and agrees that Coverall's rights in and to the Marks are not limited to such rights as may be conferred by

registrations thereof or by applications for registrations but, instead, include extensive common law and other rights in the Marks vested in us as a result of their use by Coverall or Coverall's affiliates and other authorized parties.

If Franchised Business receives notice, is informed or learns of any claim, suit or demand against Franchise Business on account of any alleged infringement, unfair competition, or similar matter relating to the use of the Marks or any of Coverall's copyrights (each, a "claim"), or of unauthorized use of or claims of rights to a service mark identical to or confusingly similar to any Mark Coverall licenses to Franchised Business, Franchise Business must promptly notify Coverall. Coverall reserves the sole right to institute administrative proceedings and/or litigation regarding the Marks. Coverall is not obligated to protect Franchised Businesses' rights to use the Marks, or to protect Franchised Business against claims of infringement or unfair competition regarding such use. Coverall may in its sole discretion choose to defend or prosecute an action related to its Marks but Coverall do not agree to protect Franchised Business against claims of infringement or unfair competition arising out of Franchised Business' use of the Marks. Coverall is not obligated to participate in Franchised Business' defense or to indemnify Franchised Business in the event that a third party sues Franchised Business because of its use of the Marks. However, Coverall may in its sole discretion choose to do so.

Franchised Business must never identify itself as an agent or an employee of Coverall. Franchised Business must conspicuously identify itself and the Franchise it operates in all dealings with customers, contractors, suppliers, public officials and members of the public, and in all advertising, promotion and marketing related to its Franchise, as Coverall's independently owned and operated franchisee.

19. FRANCHISED BUSINESS IS AN INDEPENDENT CONTRACTOR.

Franchised Business is and shall remain at all times a completely independent contractor in business for itself operating a commercial cleaning Franchised, and shall have no right or interest in or authority over Coverall, the Coverall System, or any of Coverall's goodwill, property or business. Franchised Business hereby acknowledges that it has no authority to sign on behalf of Coverall any written agreement.

- A. Neither Franchised Business, nor Franchised Business's owners or employees, are employees of Coverall. Neither Coverall nor Franchised Business is the principal, agent, employer, employee, partner, officer, director, or owner of the other. Franchised Business shall always hold itself out as an independent contractor in its dealings and communications with the public.
- B. Franchised Business acknowledges and agrees that Franchised Business, its owners and its employees are **not** employees of Coverall; that Franchised Business intended to buy a Franchised business; and that Franchised Business does not intend that it or its owners or employees are to become employees of Coverall. Franchisee hereby further irrevocably affirms, attests and covenants its understanding that Franchised Business's employees are employed exclusively by Franchised Business

and in no fashion is any such employee either employed, jointly employed or co-employed by Coverall. Franchised Business further affirms and attests that each of its employees is under the exclusive dominion and control of Franchised Business and never under the direct or indirect control of Coverall in any fashion whatsoever. Franchised Business alone hires each of its employees; sets their schedules; establishes their compensation rates; and, pays all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/Affordable Care Act contributions/unemployment insurance premiums). Franchised Business alone has the ability to discipline or terminate its employees to the exclusion of Coverall, which has no such authority or ability. Franchised Business also affirms and attests that any recommendations it may receive from Coverall regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist it to efficiently operate its Franchise, and that Franchised Business is entirely free to disregard Coverall's recommendations regarding such employee compensation. Moreover, Franchised Business affirms and attests that any training provided by Coverall for Franchised Business's employees is geared to impart to those employees, with ultimate authority, the various procedures, protocols, systems and operations of a Franchise and in no fashion reflects any employment relationship between Coverall and such employees. Finally, should it ever be asserted that Coverall is the employer, joint employer or co-employer of Franchised Business or any of Franchised Business's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchised Business irrevocably agrees to assist Coverall in defending said allegation, including (if necessary) appearing at any venue requested by Coverall to testify on Coverall's behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that Coverall is the employer, joint employer or co-employer of Franchised Business or any of Franchised Business's employees). To the extent Coverall is the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of Franchised Business, then should any such appearance by Franchised Business be required or requested by Coverall will recompense Franchised Business the reasonable costs associated with Franchised Business appearing at any such venue (including travel, lodging, meals and *per diem* salary).

Franchised Business is the owner of a Franchised Business, a business owner in all respects, and its owners and employees are not entitled to participate in any benefits provided by Coverall to those whom Coverall classifies as its employees; and Franchised Business is not covered by either Coverall's workers' compensation insurance or unemployment compensation. Franchised Business must purchase this insurance on its own for the benefit of employees of its Franchised Business. Should any state or federal agency or court determine that Franchised Business falls within the definition of an employee of Coverall under any state or federal statute, Coverall does not intend to provide Franchised Business retroactively or thereafter with any benefits (including but not limited to, vacation pay, overtime, rest and meal breaks, healthcare benefits, worker's compensation, or unemployment compensation) that it may provide to those whom Coverall classifies as employees,

unless obligated by law to do so. Coverall may, in its sole discretion, terminate or modify this Agreement upon any such determination by a state or federal agency or court that Franchised Business is an employee of Coverall.

20. INDEMNIFICATION.

Franchised Business shall be solely responsible for its business operations, including but not limited to, the services and results of services performed by Franchised Business and its employees for Franchised Business's customers, and shall indemnify, defend and hold harmless Coverall and its parent companies, subsidiaries, and affiliates, and the stockholders, owners, directors, officers, agents, and employees of each, and all other Coverall Franchised businesses (collectively, "Coverall Indemnitees") from any and all expenses, fines, suits, proceedings, claims, losses, damages, liabilities or actions of any kind or nature (including, but not limited to, costs and attorneys' fees) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to any element of Franchised Business's establishment and operation of the Franchise, including (without limitation) any personal injury, death or property damage suffered by any customer, visitor, operator, employee or guest of the Franchise; any failure to comply with or violation of any laws, rules and regulations; any claims that Coverall is the employer, joint-employer or co-employer of Franchised Business or any of Franchised Business's owners, directors, managers, shareholders, members, agents or employees; any crimes committed on or near any of the premises, facilities of Franchised Business or vehicles used by Franchised Business; all acts, errors, neglects or omissions engaged in by Franchised Business, the owners, officers, directors, management, employees, agent, servants, contractors, partners, proprietors, affiliates or representatives of Franchised Business (or any third party acting on Franchised Business's behalf or at Franchised Business's direction), whether in connection with the Franchised Business or otherwise, including (without limitation) any property damage, injury or death suffered or caused by any vehicle serving Franchised Business; and, any action by any customer of Franchised Business or any other facility of Franchised Business. For avoidance of doubt, Franchised Business's indemnification obligation applies to suits, proceedings, claims, losses, damages, liabilities or actions brought by Franchised Business itself or any of its owners, directors, managers, shareholders, members, agents or employees.

Franchised Business further agrees that if any Coverall Indemnitee is made a party to a lawsuit or other legal action in connection with the activities of Franchised Business, then Coverall may tender the defense and/or prosecution of the case to Franchised Business, which shall be responsible for diligently pursuing the case or action at Franchised Business's expense, or Coverall may hire counsel directly to protect its interests and bill Franchised Business for all costs and attorneys' fees incurred, and Franchised Business shall promptly reimburse Coverall costs and expenses incurred, regardless of any actions, activity or defense undertaken by Coverall or the subsequent success or failure of the actions, activity or defense. If Franchised Business participates in Coverall's Business Protection Plan, Coverall will waive certain of its contractual indemnification rights against Franchised Business, except for the applicable deductibles under the Coverall Business Protection Plan.

Franchised Business agrees to give Coverall written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Coverall Indemnitee within three (3) days of Franchised Business's actual or constructive knowledge of it. At Franchised Business's expense and risk, Coverall may elect to assume (but under no circumstance will Coverall be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. However, Coverall will seek Franchised Business's advice and counsel and keep Franchised Business informed with regard to the defense or contemplated settlements. Coverall's undertaking of defense and/or settlement will in no way diminish Franchised Business's obligation to indemnify Coverall and the other Coverall Indemnitees and to hold Coverall and them harmless.

Coverall will have the right, at any time Coverall considers appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions Coverall considers expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in Coverall's sole judgment, there are reasonable grounds to do so. Under no circumstance will Coverall or the other Indemnitees be required to seek recovery from third parties or otherwise mitigate our or their losses to maintain a claim against Franchised Business. Franchised Business agrees that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by Coverall or the other Coverall Indemnitees from Franchised Business. The indemnification obligations of this Section will survive the expiration or sooner termination of this Agreement.

21. ASSIGNMENT.

- A. Coverall's Right to Assign the Franchise Agreement. Coverall may, without the consent of Franchised Business, assign or transfer by operation of law or otherwise, this Agreement, or Coverall's rights and duties under this Agreement, to any other entity or third party, whether affiliated with or independent of Coverall. Coverall may also assign, or transfer by operation of law or otherwise, to any other entity or third party, whether affiliated with or independent of Coverall, any promissory note or other negotiable instrument of Franchised Business, which is payable to Coverall, either in conjunction with or independent of this Agreement. Coverall's rights under this Agreement shall inure to the benefit of any assignee or legal successor to Coverall.
- B. Franchised Business's Right to Assign the Franchise or Franchise Agreement. Except as stated below, neither Franchised Business nor any owner of Franchised Business may transfer or assign any interest in this Agreement or the Coverall Franchise. Franchised Business may, with the written consent of Coverall obtained after thirty (30) days written notice to Coverall, which consent will not be unreasonably withheld, transfer or assign all or part of its interest in this Agreement or the Coverall Franchise provided that:
  - (i) Franchised Business provides Coverall a copy of any written agreements relating to the proposed assignment, and any additional information which Coverall may require in order to determine whether it will grant its consent



to the proposed assignment, including but not limited to, background investigations of personnel of the assignee(s);

- (ii) If there is a proposed assignment of 100% of Franchised Business's interest in this Agreement, the assignee is itself a corporation or limited liability company and agrees to be bound by all of the terms and conditions of this Agreement;
- (iii) Franchised Business pays Coverall the then current Transfer Fee as published in the Policies and Procedures Manual;
- (iv) Franchised Business pays to Coverall all amounts due by Franchised Business to Coverall, or any assignee, subject to Coverall's consent, assumes all such obligations owed to Coverall;
- (v) Assignee executes confidentiality and non-solicitation agreements in Coverall's favor with terms and conditions the same as the confidentiality and non-solicitation covenants in this Agreement;
- (vi) The assignee is capable of immediate compliance with all laws, regulations, and ordinances governing the operation of a commercial cleaning business;
- (vii) Franchised Business executes a general release, in a form satisfactory to Coverall, of any and all known or unknown claims against Coverall and its affiliates and their owners, officers, directors, employees, and agents; and
- (viii) Any owner associated with any assignee agrees to be bound by the guaranty provisions of this Agreement and execute Coverall's then standard Guaranty Agreement to personally guaranty the obligations of Franchised Business to Coverall and execute Coverall's then standard Confidentiality Agreement.

If, at the time of an approved assignment of this Agreement by Franchised Business, there is Initial Business or Additional Business to which Franchised Business ("the assignor") is entitled, which Coverall has not yet provided, this Initial or Additional Business shall be provided by Coverall to the assignee within a reasonable period of time after the assignee successfully completes the initial Training program.

If at the time of an assignment of this Agreement, Franchised Business is servicing customers and those customers will be transferred to an assignee, the owners or employees of assignee shall, within forty-five (45) days from the date of the assignment, complete to Coverall's satisfaction Initial Training. Until such personnel of assignee complete the Initial Training to Coverall's satisfaction, the assignor Franchised Business shall remain responsible for assignor Franchised Business's customers, including but not limited to, supervising the assignee and/or assignee's employees' servicing of the customers. If the assignee personnel do not complete training to Coverall's satisfaction within forty-five (45) days, or assignor Franchised Business does not provide the required supervision, Coverall may at the end of such forty-five (45) day period terminate the assignee Franchise Agreement

and Coverall will have no obligation to replace the Regular Service Volume that assignee received from assignor Franchised Business. Assignee's Franchise Agreement may be terminated prior to the expiration of forty-five (45) days if the assignee is in default under the terms of the Franchise Agreement.

Coverall may, in Coverall's sole discretion, withhold written consent of any proposed assignment in the event that Franchised Business is in default under the terms of this or any other agreement with Coverall until default is cured.

- C. Franchised Business's Right to Transfer Customers or Business Owed. Franchised Business must obtain Coverall's written consent before transferring any customer or Business Owed to another Franchised Business, which consent will not be unreasonably withheld. Transfer Fees equal to ten percent (10%) of the Regular Service Volume attributable to each transferred customer, not to exceed \$500 each, and ten percent (10%) of the Business Owed transferred will be assessed.

## 22. DEFAULT AND TERMINATION.

- A. Coverall may terminate this Agreement, effective upon delivery of written notice of termination to Franchised Business, if:
- (i) Franchised Business (or any of its owners) has made or makes any material misrepresentation or omission in its franchise application or in acquiring the Franchised Business;
  - (ii) Franchised Business becomes insolvent, admits in writing the inability to pay Franchised Business's monetary obligations as they mature, is adjudicated bankrupt, voluntarily files a petition for liquidation or reorganization under any provision of the United States Bankruptcy Code, makes an assignment for the benefit of creditors or takes any other action pursuant to any federal or state insolvency statute;
  - (iii) Franchised Business makes an unauthorized assignment of this Agreement or the Franchise;
  - (iv) Franchised Business (or any of its owners) engages in any dishonest, immoral, unethical or illegal conduct which might adversely affect the reputation of the Franchised Business or Coverall or the goodwill associated with the Marks;
  - (v) In the event of the death or disability of all of Franchised Business's owners, this Agreement or ownership interest in the Franchise has not been assigned in accordance with the provisions of Paragraph 21 of this Agreement; or
  - (vi) Franchised Business fails, on three (3) or more separate occasions within any twelve (12) month period, to comply with the terms of this Agreement, any other agreement between Franchised Business and Coverall, or any

Service Agreement, whether or not it corrects the failure after receipt of written notice.

- (vii) Franchised Business fails to pay any taxes due and owing by Franchised Business (including employee taxes) when due.
- (viii) Franchised Business does not use the Marks solely in the manner and for the purposes directed by Coverall in this Agreement, the Manuals or otherwise.
- (ix) Franchised Business does not indemnify Coverall as required by this Agreement.
- (x) By act or omission, Franchised Business permits a continued violation in connection with the operation of the Franchised Business of any law, ordinance, rule or regulation of a governmental agency, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief.
- (xi) Franchised Business fails to obtain or maintain any required permit, certificate or other governmental approval required either by this Agreement or applicable law, rule or regulation, or fails to operate as a business entity and maintain such business entity in good standing at all times throughout the term of this Agreement.
- (xii) Franchised Business employs any individual who is not eligible for employment in the United States under any federal, state, local or other law, rule or regulation.
- (xiii) Franchised Business or any owner, member, shareholder, director or manager (as applicable) of Franchised Business is convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which Coverall reasonably believes is related to Franchised Business's operation of the Franchise, or is likely to have an adverse effect on the System, the Marks, the goodwill associated with the Marks or Coverall's interest in the System or Marks.
- (xiv) Franchised Business or any owner or principal of Franchised Business purports to transfer any rights or obligations under this Agreement, any interest in Franchised Business or the Franchise to any third party in violation of the terms of this Agreement.
- (xv) Franchised Business does not comply with the covenant not to compete during the term of this Agreement; violate the restrictions pertaining to the use of Confidential Information contained in this Agreement; or, does not obtain the execution of the additional covenants required by this Agreement.

- (xvi) Franchised Business takes, withholds, misdirects or appropriates for its own use any funds withheld from its employees' wages which should have been set aside for the Franchise's employee taxes, FICA, insurance or benefits; wrongfully take or appropriate for Franchised Business's own use Coverall's property or funds; systemically fail to deal fairly and honestly with Franchised Business's employees, customers or suppliers; or knowingly permits or, having discovered the facts, fails to take any action against or to discharge any agent, servant or employee who has embezzled Coverall's funds or property or that of any customers or others.
- (xvii) Franchised Business makes a willful misrepresentation or does not make a material disclosure required by any governmental authority regarding any matter involving or affecting the operations of the Franchise.
- (xviii) Franchised Business interferes or attempts to interfere with Coverall's contractual relations with other franchisees, customers, employees, advertising agencies or any third parties.
- (xix) Franchised Business operates its Franchise in a fashion that, in Coverall's sole judgment, in any way jeopardizes the life, health or safety of the general public, Franchised Business's customers and/or Franchised Business's employees. If Franchised Business does so, then not only may Coverall terminate this Agreement upon notice, but Franchised Business agrees that Coverall may either beforehand or concurrently direct Franchised Business to immediately cease operations of its Franchise; Franchised Business shall immediately comply with such direction (which may be given orally or in writing); and, Franchised Business shall hold Coverall and the Coverall Indemnitees harmless from and against any claims whatsoever relating to our direction to cease operations of the Franchise.
- (xx) Franchised Business makes any use of Coverall's Confidential Information and/or Marks not specifically authorized by this Agreement or Manuals, or Franchised Business directly or indirectly utilizes or devotes same for the benefit of any individual or entity other than Franchise.
- (xxi) Franchised Business interferes or attempts to interfere with Franchised Business's ability or right to franchise or license others to use and employ the System and/or Marks.
- (xxii) Franchised Business engages in any act or conduct, or fail to engage in any act or conduct, which under this Agreement specifically authorizes Coverall to terminate this Agreement immediately upon notice to Franchised Business.
- (xxiii) Franchised Business fails a background check.

- B. Coverall may terminate this Agreement, effective upon delivery of written notice of termination to Franchised Business, if Franchised Business fails to cure any of the following defaults within ten (10) days after delivery of written notice of such default:
- (i) Franchised Business breaches this Agreement, any other agreement between Franchised Business and Coverall, or any Service Agreement; or
  - (ii) Franchised Business abandons the Franchised Business by failing to actively operate the Franchised Business for a period of ninety (90) consecutive days.
- C. Coverall may terminate this Agreement, effective thirty (30) days after delivery of written notice of termination to Franchised Business (unless emergent circumstances make a shorter notice period necessary in Coverall's reasonable business judgment), in the event there is a change in applicable law that, in Coverall's reasonable business judgment, results or threatens to result in Coverall being deemed the employer, joint employer, co-employer or to have an employment (rather than independent contractor) relationship with Franchised Business or its employees. For the avoidance of doubt, if Coverall exercises this right, Coverall shall be entitled to terminate this Agreement without penalty or payment of compensation or damages and without the need to obtain the authorization of any third party of any arbitral, judicial or administrative resolution.
- D. Any continuance of business relations between Franchised Business and Coverall after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, extension or continuation of this Agreement unless Franchised Business and an authorized officer of Coverall agree in writing to any such renewal, extension or continuation.
- E. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits Coverall's rights to terminate this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by such laws and regulations. Coverall will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.
- F. Franchised Business's failure to timely cure any breach of its obligation to make payments of Royalties, Support Fees or any other monies due and owing to Coverall or Coverall's affiliates under this Agreement, or to timely cure any other material breach of this Agreement committed by Franchised Business, in either instance following our notice to Franchised Business that Franchised Business has committed a breach of this Agreement and granting Franchised Business an opportunity to cure said breach, will be irrevocably deemed to constitute

Franchised Business's unilateral rejection and termination of this Agreement and all related agreements between Franchised Business and Coverall or Coverall's affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from Coverall, and Franchised Business shall never contend or complain otherwise.

23. PROCEDURES AFTER EXPIRATION, TERMINATION OR ASSIGNMENT.

Upon expiration, termination for any reason, or assignment of this Agreement, all obligations of the parties which survive the expiration or termination of this Agreement shall continue in full force and effect. Franchised Business shall cease to operate a Coverall Franchise and shall do all of the following acts and things, each of which shall survive the termination of this Agreement:

- A. Immediately pay to Coverall all monies due through the date of expiration, termination, or assignment, and cease doing business as a Coverall Franchised Business. Any amounts due Coverall at or after Franchised Business's termination may be offset against any amounts collected by Coverall on Franchised Business's behalf.
- B. Immediately and permanently discontinue the use of the Coverall System and all Coverall Marks, or any other name or designation indicating or tending to indicate that Franchised Business is or ever was an authorized Coverall Franchised Business. Furthermore, Franchised Business shall not promote or advertise the fact that Franchised Business was formerly a Franchised Business or affiliate of Coverall.
- C. Except in the case of an assignment of this Agreement, promptly surrender to Coverall all documents, including but not limited to, the Coverall Manuals, marketing material, letterhead, and business forms bearing the Coverall Marks, or any designation indicating or tending to indicate that Franchised Business is or was an authorized Coverall Franchised Business.
- D. Immediately and permanently discontinue all advertising for the Franchise.
- E. Maintain all books, records, and reports required by Coverall pursuant to Paragraph 17J for a period of not less than three (3) years after the termination and allow Coverall to perform a final audit of Franchised Business's books and records during normal business hours within the three (3) year period.
- F. Immediately and permanently discontinue wearing any apparel indicating or tending to indicate that the Franchise Business is or was an authorized Coverall Franchise, and promptly surrender to Coverall all apparel bearing a Coverall Mark.
- G. If Coverall terminates this Agreement, (i) Coverall may purchase some or all of Franchised Business's customers and/or Business Owed or (ii) if Coverall does not exercise the foregoing right, Franchised Business may with Coverall's consent, which consent shall not be unreasonably withheld, sell its customers and/or

Business Owed to another Coverall Franchised Business. Notwithstanding anything in the foregoing to the contrary, Customers and Business Owed that Franchised Business has not paid for in full are not eligible for either sale to another Franchised Business or purchase by Coverall; such customers shall revert to Coverall. The amount due to Franchised Business upon Coverall's purchase of Franchised Business's customers and/or Business Owed will first be applied to satisfy any monetary obligations owed by Franchised Business to Coverall; and the balance, if any, may, in Coverall's sole discretion, be paid to Franchised Business in two (2) or more installments. As a condition precedent to Franchised Business's receipt of payment from Coverall, Franchised Business shall assist with the transition of any customers to another Franchised Business; and Franchised Business may be required to execute an asset purchase agreement, which shall contain, among other provisions, a general release in favor of Coverall. Coverall will pay Franchised Business an amount equal to the Multiplier applicable to such purchases as provided in the Policies and Procedures Manual times the Regular Service Volume purchased.

H. Upon expiration of the Term of this Agreement:

- (i) Coverall shall have an option to purchase some or all of Franchised Business's customers and Business Owed, if any, excluding any promotional (free) Business Owed, which option shall be exercisable in Coverall's sole discretion. Customers and Business Owed that Franchised Business has not paid for in full are not eligible for purchase by Coverall; such customers shall revert to Coverall. The option price shall be the Multiple applicable to such purchases as provided in the Policies and Procedures Manual times the Regular Service Volume attributable to those customers. The amount due upon Coverall's purchase of Franchised Business's customers will first be applied to satisfy any monetary obligations owed by Franchised Business to Coverall; and the balance, if any, may, in Coverall's sole discretion, be paid to Franchised Business in two (2) or more installments. As a condition precedent to Franchised Business's receipt of payment from Coverall, Franchised Business shall assist with the transition of any customers to another Franchised Business; and Franchised Business may be required to execute an asset purchase agreement, which shall contain, among other provisions, a general release in favor of Coverall.
- (ii) If Coverall declines to exercise its option and Franchised Business is in good standing, not in default under any provision of this Agreement, and has fully paid its obligations to Coverall:
  - a) Franchised Business may, with the exception of National Account Customers, retain its then-existing fully paid customers, and Coverall will waive those provisions of Paragraph 18B that might be construed to prevent Franchised Business from servicing those

customers. All other provisions of Paragraph 18B shall remain in full force and effect.

- b) Coverall may purchase Franchised Business's fully paid Business Owed, if any, excluding any promotional (free) Business Owed, at the Multiple applicable to such purchases as provided in the Policies and Procedures Manual times the Business Owed as reflected on Coverall's books and records.
- c) The purchase price will first be applied to satisfy any monetary obligations owed by Franchised Business to Coverall; and the balance, if any, will be paid to Franchised Business.
- d) Customers for which Franchised Business has not paid in full will revert to Coverall; and any unpaid Business Owed is not eligible for purchase by Coverall.
- e) Franchised Business shall execute a general release in favor of Coverall.

24. INFORMAL DISPUTE RESOLUTION/MEDIATION.

If a dispute arises between Coverall and Franchised Business and if the dispute is not resolved or settled, Coverall and Franchised Business agree that prior to filing any proceeding, whether in arbitration or (if permissible) in court, they will attempt, in good faith, to settle the dispute by non-binding mediation or as otherwise agreed upon in writing by the parties. The mediation shall take place in the Area in which Franchised Business conducts its business and shall be administered by a neutral mediator agreed upon by the parties. In the event Coverall and Franchised Business are unable to agree upon a mediator within 15 days of the date on which either party requests mediation of a matter, the mediator shall be designated by JAMS (formally "Judicial Arbitration and Mediation Services"). The costs of the mediation shall be shared equally by the parties unless otherwise agreed in writing.

25. DISPUTE RESOLUTION/ARBITRATION.

- A. Arbitration. Except as otherwise provided in this Agreement, all controversies, disputes or claims between Coverall, its owners, officers, directors, agents and/or employees in their respective capacities (each, a "Coverall Party") and Franchised Business (Franchised Business's owners, officers, directors, agents and/or employees and/or any guarantors of this Agreement (the "Franchised Party," collectively with the Coverall Party, the "arbitration Parties")) arising out of or related to this Agreement or the validity of this Agreement or any provision thereof (including this arbitration agreement, the validity and scope of which is to be determined by an arbitrator, not a court), any related agreement between the Arbitration Parties or the validity thereof, the relationship of the Arbitration Parties hereunder or under any related agreement between the Arbitration Parties, and/or



any specification, standard or operating procedure of Coverall, including those set forth in the Policies and Procedures Manual, which controversies, disputes or claims are not resolved in accordance with Paragraph 25, shall be submitted promptly for binding arbitration. The arbitration shall take place in the Area in which Franchised Business conducts its business. Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law and, except as otherwise provided in this Agreement or agreed upon by the parties in writing, shall be adjudicated by a neutral appointed JAMS. The arbitration shall take place pursuant to the then current JAMS comprehensive arbitration rules, or as the Arbitration Parties may mutually agree in writing. Pursuant to JAMS Comprehensive Arbitration Rule 34, the Arbitration Parties hereby agree to the JAMS Optional Arbitration Appeal Procedure.

- B. The Arbitration Parties agree that arbitration shall be conducted on an individual and not on a class wide or collective basis, that only Coverall Parties and Franchised Parties may be parties to any arbitration proceeding described in this Paragraph 25B, and that no such arbitration between the Arbitration Parties shall be consolidated with any other proceeding between Coverall and any other Franchised Business or third party. Notwithstanding the foregoing or anything to the contrary in this Agreement, if any court or arbitrator determines that all or any part of this Paragraph 25B is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Paragraph, then the Arbitration Parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding. For clarity, this Paragraph is intended to be a class preclusion clause within the meaning of JAMS Class Action Procedures Rule 1(a).
- C. The parties agree that in connection with any arbitration proceeding, each party must submit or file any compulsory counterclaim (as defined by the Federal Rules of Civil Procedure) within thirty (30) days of the date of the submission or filing of the claim to which it relates or such counterclaim shall be forever barred. A decision by an arbitrator (including any finding of fact and/or conclusion of law) against either Arbitration Party shall be confidential unless otherwise required to be disclosed by law and may not be collaterally used against either of them in existing or subsequent litigation or arbitration involving any third party. The Arbitration Parties also agree to be bound by, and the arbitrator shall be bound to apply, the provisions of any applicable limitation on the period of time in which claims must be brought, including any set forth in this Agreement. Further, the Arbitration Parties agree that discovery may be conducted in accordance with the provisions of the Federal Rules of Civil Procedure; provided, however, that neither Arbitration Party shall be required to make the initial disclosures required under Rule 26(a)(1) of the Federal Rules of Civil Procedure.
- D. The decision of the arbitrator shall be conclusive and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction. The arbitrator shall not have the authority to declare any mark generic or otherwise invalid. The Arbitration Parties waive to the fullest extent permitted by law any right or claim for any punitive, exemplary, incidental, indirect, special,

consequential or other similar damages in any action or proceeding whatsoever between the parties to this Agreement and/or any of their affiliates. The costs of the arbitration shall, subject to the provisions of Paragraph 25G of this Agreement, be shared equally between the Arbitration Parties unless governing law requires otherwise. Either Arbitration Party, in their sole and exclusive discretion, may choose to assume responsibility for the other party's arbitration costs. If one Arbitration Party claims it cannot afford the costs of arbitration, the arbitrator shall determine the maximum costs the party can afford. The arbitrator will apportion costs more than that amount to the opposing party. Any Arbitration Party that, due to such an apportionment, pays more than one half of the total arbitration costs shall, if it prevails in the arbitration, recover the excess costs pursuant to the award. Any Arbitration Party seeking to reapportion costs in this manner must submit to the arbitrator for consideration and to the opposing party for inspection complete and unredacted copies of his or her tax returns for the preceding two years. For the avoidance of doubt, the entirety of this Paragraph 25D is subject to the provisions of Paragraph 25G below, and it shall not be interpreted to require or permit an award of any costs, fees or expenses against any Arbitration Party if such recovery is prohibited under Applicable Law.

- E. Injunction and Specific Performance. Notwithstanding anything in Paragraphs 24 and 25 to the contrary, Coverall and Franchised Business shall be entitled to apply at any time directly to a court of competent jurisdiction for the entry of preliminary and permanent injunctions and orders of specific performance. The prevailing party shall be entitled to collect from the non-prevailing party an amount equal to the costs incurred by the prevailing party in obtaining relief, including, without limitation, attorney's fees, litigation costs and expenses, as well as any damages incurred.
- F. Final Award. Notwithstanding any arbitration rule to the contrary, no award shall become final until 45 days after the award issues, or, if a JAMS appeal is filed, 45 days after the appellate decision is issued. If the non-prevailing Arbitration Party pays the full amount of the award to the prevailing Arbitration Party within that 45-day period, the award shall not become final and, notwithstanding any arbitration rule to the contrary (including JAMS Comprehensive Arbitration Rule 25), no judgement of a court may be entered upon the award under 9 U.S.C. §9 or any other statute.
- G. Attorneys' Fees. Should either Arbitration Party incur attorney's fees in order to enforce the terms and conditions of this Agreement, including post-term covenants, the prevailing party shall be entitled to reimbursement by the other party of all litigation costs, including attorneys' fees.
- H. Survival. The parties agree that the provisions of this Paragraph 25 are intended to benefit and bind certain third party non-signatories and shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

- I. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW COVERALL AND FRANCHISED BUSINESS (AND FRANCHISED BUSINESS'S OWNERS, OFFICERS, DIRECTORS AND/OR ANY GUARANTORS OF THIS AGREEMENT) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.

26. TIME TO ASSERT CLAIMS.

Franchised Business agrees to give Coverall immediate written notice of any alleged breach or violation of this Agreement after Franchised Business has constructive or actual knowledge of, believe, determine or are of the opinion that there has been an alleged breach of this Agreement by Coverall, including any acts of misfeasance or nonfeasance. Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchised Business and Coverall, or Franchised Business's operation of its business, brought by any Party hereto against the other, shall be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred. This limitations period shall be enforceable to the fullest extent permitted by law.

27. GOVERNING LAW.

This Agreement shall be interpreted and governed by the laws of the state where Coverall's principal place of business is then-located (the "Coverall State"), without recourse to such Coverall State's (or any other state's) choice of law or conflicts of law principles. If, however, any provision of this Agreement is enforceable under the laws of the Coverall State, and if the Franchise is located outside of the Coverall State and the provision would be enforceable under the laws of the state in which the Franchise is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity, antitrust, unfair competition, fiduciary or any other doctrine of law of the Coverall State which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law.

28. ENTIRE AGREEMENT.

This is the full agreement of the parties. Any matter which is not actually written down and included in this document is not a term of this Agreement. To avoid any later misunderstanding about the exact terms of the Agreement, each party affirms, by signing this Agreement, that it has not relied on any comment, promise, or representation not actually included in this Agreement. By signing this Agreement, the parties mutually agree that no evidence shall be admitted in any proceeding as to the existence of any term or promise claimed to be a part of the Agreement unless that term is explicitly stated within the Agreement.

***DO NOT SIGN THIS AGREEMENT IF FRANCHISED BUSINESS IS RELYING UPON ANY REPRESENTATION OR PROMISE NOT STATED IN THIS***

***AGREEMENT. NOTHING IN THE AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS COVERALL MADE IN THE FRANCHISE DISCLOSURE DOCUMENT THAT COVERALL FURNISHED TO FRANCHISED BUSINESS.***

29. AMENDMENT.

This Agreement may not be modified, altered, or amended except in writing executed by all of the Parties.

30. WAIVERS AND DELAY.

Waiver or delay by Coverall of its enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by Coverall of such breach or any preceding or succeeding breach, or any other term, covenant or condition of this Agreement; any one or more defaults shall not operate as a waiver of successive or other defaults and all of Coverall's rights shall continue notwithstanding any such waiver or waivers.

31. FORCE MAJEURE.

No party shall be liable for any loss or damage due to any delay in the performance of the terms (except for the payment of money) by reason of strikes, lockouts, and other labor troubles, fires, riots, wars, acts of terrorism, embargoes and civil commotion, or acts of God. Any such delay shall extend performance only so long as such event is in progress.

32. SEVERABILITY.

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

33. NOTICES.

Any notices to be given by either Party to the other may be effected in writing either by personal delivery or by first class mail, postage prepaid or by email at the email addresses provided by the Parties to one another. Mailed notices should be addressed to Franchised Business and to Coverall at the addresses set forth on Page 1 of this Agreement. Either Party may designate a different address for notice in writing delivered to the other party. Notices personally delivered shall be deemed received when delivered. Notices sent by mail shall be deemed received on the second day following mailing.

34. SUCCESSORS BOUND.

This Agreement shall bind, and shall inure to the benefit of, the executor, administrator, personal representative, heirs, successors and assigns of each of the Parties.

35. SURVIVAL OF PROVISIONS.

Any provision or covenant of this Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive expiration or termination.

36. CAPTIONS.

The captions used in this Agreement are inserted as a matter of convenience. The text of any paragraph of this Agreement shall control its interpretation.

37. GUARANTY.

The shareholders or members of any `business entity constituting Franchised Business, and shareholders or members of any corporate entity that may own the shares of the partnership or corporate entity which is Franchised Business, (the shareholders or members are listed in on page 1), do by signing this Agreement, jointly and severally (i) guaranty the performance of all Franchised Business's responsibilities and duties; (ii) guaranty the payment of all sums which may from time to time become due to Coverall under this Agreement; and (iii) agree to be bound by Paragraphs 18, 20, 23, 24 and 25. The shareholders or members shall also, at the time of the execution of this Agreement, execute the current form Guaranty to the Coverall Franchise Agreement. The shareholders or members also agree to execute all Promissory Notes executed by Franchised Business.

This provision shall be equally binding upon the current shareholders or members of the business entity which is Franchised Business, and upon any additional shareholders or members who may subsequently obtain an ownership interest in Franchised Business, pursuant to Paragraph 21 of this Agreement. Franchised Business specifically agrees that within thirty (30) days prior to any additional shareholders or members obtaining an ownership interest in Franchised Business that Franchised Business shall notify Coverall in writing of this fact, and such additional shareholders or members shall be approved by Coverall, who approval shall not be unreasonably refused. At that time, Coverall will give Franchised Business its then current Franchised Business confidentiality and guaranty form. These forms are to be executed by the additional shareholders or members concurrently with their obtaining their ownership interest in Franchised Business.

38. CERTIFICATION.

Franchised Business certifies that it and its owners are not, nor to their best knowledge have been designated, a terrorist and/or a suspected terrorist, nor are associated and/or affiliated in any way with any terrorist and/or suspected terrorist person and/or organization, as defined in U.S. Executive Order 13224 and/or otherwise.

The authorized person signing on behalf of Franchised Business certifies that, to Franchised Business's best knowledge, neither Franchised Business, such person, and/or any owners, officers, board members, similar individuals and/or affiliates/associates of Franchised Business are, or have been designated, a terrorist and/or a suspected terrorist, nor is Franchised Business or any such persons and/or affiliates/associates owned,

controlled, associated and/or affiliated in any way with any terrorist and/or a suspected terrorist person and/or organization, as defined in U.S. Executive Order 13224 and/or otherwise.

Franchised Business agrees to fully comply and/or assist Coverall in its compliance efforts with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities, including without limitation the U.S.A. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or regulations, including properly performing any currency reporting and other obligations, whether relating to Franchised Business in each case as designated by Coverall and/or as required by applicable law.

39. COVERALL'S BUSINESS JUDGMENT.

Whenever this Agreement or any related agreement grants, confers or reserves to Coverall the right to take action, refrain from taking action, grant or withhold our consent or grant or withhold Coverall's approval, unless the provision specifically states otherwise, Coverall will have the right to engage in such activity at Coverall's option taking into consideration Coverall's assessment of the long term interests of the Coverall System overall. Franchised Business and Coverall recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by Coverall's business judgment, neither said court, said judge nor any other person reviewing those activities or decisions will substitute his, her or its judgment for Coverall's judgment. When the terms of this Agreement specifically require that Coverall not unreasonably withhold its approval or consent, if Franchised Business is in default or breach under this Agreement, any withholding of Coverall's approval or consent will be considered reasonable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year written above.

THIS AGREEMENT SHALL NOT BE VALID UNLESS SIGNED BY (i) FRANCHISED BUSINESS; (ii) AN AUTHORIZED REPRESENTATIVE OF COVERALL'S REGIONAL SUPPORT CENTER; AND (iii) AN OFFICER OF COVERALL.

FRANCHISED BUSINESS:

\_\_\_\_\_  
(Print name of corporation or limited liability company.)

By: \_\_\_\_\_  
(Date Signed)

By: \_\_\_\_\_  
(Date Signed)

By: \_\_\_\_\_  
(Date Signed)

By: \_\_\_\_\_  
(Date Signed)

Title: \_\_\_\_\_

ACCEPTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

COVERALL NORTH AMERICA, INC.

By: \_\_\_\_\_, Vice President

FRANCHISE # \_\_\_\_\_

**Transfer of a Franchise**

**COVERALL NORTH AMERICA, INC.  
TRANSFER COVERALL FRANCHISE AGREEMENT**

THIS AGREEMENT is entered into between Coverall North America, Inc., a corporation organized and existing under the laws of the State of Delaware, ("Coverall") and \_\_\_\_\_ ("Franchised Business") for the purposes of granting the Franchised Business the rights necessary to operate a Coverall Franchise. Franchised Business is doing business as a

Corporation, state of incorporation: \_\_\_\_\_ LLC, state of organization: \_\_\_\_\_

Effective Date of Agreement: \_\_\_\_\_ Franchised Buisness's outstanding note balance(s) is (with interest at 12% per annum)

Term of Franchise ("Initial Term"): 20 years

Current Monthly \$ Volume: \$ \_\_\_\_\_ a. Note 1 \$ \_\_\_\_\_  
b. Note 2 \$ \_\_\_\_\_

Current Business Owed: \$ \_\_\_\_\_ days Remaining Financing Period \_\_\_\_\_ months

Coverall Support Center \_\_\_\_\_ Amount of Each Monthly Installment: \$ \_\_\_\_\_

\*Refer to then-current list on Exhibit I to the Franchise Disclosure Document.

**The next installment of principal and interest shall be paid on the last calendar day of \_\_\_\_\_ Franchised Business hereby reaffirms Franchised Business's obligation under the above notes.**

**Franchised Business agrees to receipt of all correspondence sent via U.S. MAIL at the following address:**

**Email Address:** \_\_\_\_\_ **FEIN:** \_\_\_\_\_ - \_\_\_\_\_

Franchised Business Owners (each a 100% guarantor of Franchised Business for purposes of its operation as a Coverall Franchise and each fully authorized to transact business with Coverall on behalf of Franchised Business):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_



Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

## COVERALL® PROMISSORY NOTE

Coverall of \_\_\_\_\_ FO# \_\_\_\_\_

\$ \_\_\_\_\_, \_\_\_\_\_ (Insert Date)

FOR VALUE RECEIVED, \_\_\_\_\_ ("Franchised Business"), agrees to pay to the order of Coverall North America, Inc. ("Coverall"), in lawful money of the United States of America, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), with interest from the date above at the rate of *[check one]* \_\_\_\_\_ **six percent (6%)**, \_\_\_\_\_ **nine percent (9%)**, or \_\_\_\_\_ **twelve percent (12%)** per annum, or the highest rate permitted by your state, whichever is less, on the unpaid balance of the principal amount until paid in full. Franchised Business further promises to pay that principal sum and interest in installments as follows: Initial installment of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ successive monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) each on the same day of each succeeding calendar month until all such payments have been made, on which date the entire balance of principal and interest unpaid shall be due and payable.

This note may be prepaid without penalty.

It is agreed that each installment, when paid, shall be credited first to interest then due and the remainder to principal. Should the interest not be paid, it shall, at the sole option of Coverall, become part of the principal and will then bear the same interest as the principal.

If default is made in the payment of any installment of principal or interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of Coverall, with interest from the date of default at the rate of fifteen percent (15%) per annum until paid on the entire unpaid principal and interest.

This note and all other obligations, direct or contingent, of Franchised Business or any endorser to Coverall, shall become fully due and payable immediately at the option of Coverall without demand or notice upon the happening of any of the following events:

1. The failure of Franchised Business to pay when due any installment of the principal and/or interest of this note.
2. The failure of Franchised Business to timely keep or properly perform any of the recitals, covenants, conditions, representations, warranties, obligations or guarantees contained in any agreement between Coverall and Franchised Business.
3. The levy of any attachment, execution, or any other process against all or any part of the assets of Franchised Business.
4. The failure of Franchised Business to pay, withhold, collect or remit any tax or tax deficiency when assessed or due.

5. The suspension of the business of Franchised Business, or the making of a general assignment for the benefit of creditors, or the commencement of proceedings for dissolution or liquidation, or the commencement of proceedings under any bankruptcy, insolvency, readjustment of debt or liquidation law or statute of the federal or state governments, or the adjudication as bankrupt or insolvent, or the involuntary appointment of a receiver, or applications therefor, or the making of a bulk sale or the giving notice of intention to do so.

6. The failure by Franchised Business to execute, as above, any documents, which Coverall deems necessary to convert Franchised Business's obligation to another form of financing.

7. At any time when, in the sole opinion of Coverall, Franchised Business's financial responsibility becomes impaired or unsatisfactory.

Notwithstanding anything to the contrary in this Promissory Note or in any document previously executed by Franchised Business and Coverall, in the event the services performed by Franchised Business for customers of their Coverall Franchised Business are discontinued in accordance with the provisions of Paragraph 18 of the Coverall Franchise Agreement, Coverall shall have the right to apply the entire amount of any payment received by Coverall from the customer(s) after discontinuation of services to the balance due on this Promissory Note. The application of such funds shall not be construed to release the Franchised Business from any obligation to pay any amounts remaining due to Coverall (principal or interest).

In the event an attorney is employed by Coverall in collection of any amounts due hereunder, Franchised Business shall pay to Coverall its reasonable attorneys' fees and costs incurred in such collection.

The obligation evidenced by this note is to be construed in accordance with the laws of the State or District in which the Franchised Business conducts its Coverall business.

\_\_\_\_\_  
Name of Franchised Business  
(Corporation or Limited Liability Company)

By: \_\_\_\_\_  
Officer

By: \_\_\_\_\_  
Officer

Shareholders/Members/Guarantors of Franchised  
Business

(Corporation or Limited Liability Company)

\_\_\_\_\_  
\_\_\_\_\_

Customer Transfers

1.	<u>Customers Being Serviced</u>	<u>RS</u>	<u>Guarantee Remaining</u> (# months, if any)
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>

2. Current \$ RS Business Owed (which shall be provided according to initial Paragraph 16B(4) hereof)

Total: \$\_\_\_\_\_ = Initial Business      \$\_\_\_\_\_

+

= Additional Business      \$\_\_\_\_\_

3. List the name, title, and date of all amendments, equipment leases, and any other agreements for which Franchisee will be responsible:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Customers Serviced – Successor Term

1.	<u>Customers Being Serviced</u>	<u>RS</u>	<u>Guarantee Remaining</u> (# months, if any)

2. Current \$ RS Business Owed (which shall be provided according to initial Franchise Agreement)

Total: \$\_\_\_\_\_

3. List the name, title, and date of all amendments, equipment leases, and any other agreements for which Franchised Business will be responsible:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **GUARANTY TO COVERALL FRANCHISE AGREEMENT**

**FO#** \_\_\_\_\_

In consideration of, and as an inducement to Coverall North America, Inc. ("Coverall"), entering into a Franchise Agreement ("the Agreement") dated \_\_\_\_\_, with \_\_\_\_\_ ("Franchised Business"), the undersigned ("the Guarantor(s)") hereby unconditionally guaranty, personally, the obligations of the Franchised Business under the Agreement, as follows:

1. Guarantor(s) jointly, severally, and unconditionally guarantee to Coverall performance of all responsibilities, duties, indebtedness, and obligations of the Franchised Business under the Agreement, including, but not limited to (a) payment of any fees due under the Agreement, including, but not limited to, initial fee, royalties, management fees, assignment fees, interest or late fees, training fees (if any) and fees for products, supplies or services furnished by Coverall to Franchised Business; (b) obligations to hold harmless, defend and indemnify Coverall and related parties; and (c) any and all advances, debts, obligations, notes and liabilities of the Franchised Business incurred in connection with or as a result of the Agreement, previously, now, or hereafter made, incurred, or created, voluntary or involuntary and, however arising.

2. Guarantor(s) authorizes Coverall, (whether or not after revocation or termination of this Guaranty) without notice or demand (except as may be required by law) and without affecting or impairing Guarantor(s)' liability hereunder, from time to time, to (a) renew, compromise, extend, accelerate, or otherwise change the time for performance of, or otherwise change the terms of the obligation or any part thereof; and (b) release or substitute any one or more of the Guarantors, if there is more than one.

3. Any indebtedness of the Franchised Business now or hereafter held by Guarantor(s) is hereby subordinated to the indebtedness of the Franchised Business to Coverall, and all such indebtedness shall, if Coverall so requests, be collected, enforced, and received by Guarantor(s) as trustee(s) for Coverall, and be paid over to Coverall on account of the indebtedness of Franchised Business to Coverall, without affecting or impairing in any manner the liability of Guarantor(s) under the other provisions of this Guaranty.

4. Guarantor(s) waives any right to require Coverall to (a) proceed against the Franchised Business; (b) proceed against or exhaust any security held from the Franchised Business; or (c) pursue any other remedy in Coverall's power whatsoever. Guarantor(s) waives any defense based on or arising out of any defense of the Franchised Business other than payment in full of the indebtedness, including, but not limited to, any defense based on or arising out of the disability of the Franchised Business, the unenforceability of the indebtedness or any part thereof from any cause, or the cessation from any cause of the liability of the Franchised Business, other than payment in full of the indebtedness. Coverall may, at its election, foreclose on any security held by Coverall by one or more judicial sales, whether or not every aspect of any such sale is commercially reasonable, or exercise any other right or remedy Coverall may have against the Franchised Business or any security, without affecting or impairing in any way the liability of Guarantor(s) under this Agreement, except to the extent the indebtedness has been paid. Guarantor(s) waives any defense arising out of such an election by Coverall, even if the election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of Guarantor(s) against the Franchised Business or any security. Until all indebtedness of the

Franchised Business to Coverall is paid in full, even though that indebtedness is in excess of Guarantor's liability under this Agreement, Guarantor(s) shall (a) have no right of subrogation; (b) waive any right to enforce any remedy that Coverall now has or may hereafter have against Franchised Business; and (c) waive any benefit of, and any right to, participation in any security now or hereafter held by the Franchised Business. Guarantor(s) waives all presentments, demands for performance, notices of protest, notices of dishonor, notices of acceptances of this Guaranty, and notices of the existence, creation, or incurring of new or additional indebtedness. Guarantor(s) assumes all responsibility for keeping informed of the Franchised Business's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the indebtedness and the nature, scope, and extent of the risks that Guarantor(s) assumes and incurs hereunder, and agrees that Coverall shall have no duty to advise Guarantor(s) of information known to it regarding those circumstances or risks.

5. Guarantor(s)' obligations hereunder are joint and several, and independent of those of the Franchised Business, and a separate action or actions may be brought and prosecuted against the Guarantor(s) whether action is brought against the Franchised Business and/or Guarantor(s), or whether the Franchised Business and/or the Guarantor(s) be joined in any such action or actions; and the Guarantor(s) waives the benefit of any statute of limitations affecting the Guarantor(s)' liability hereunder, or the enforcement thereof.

6. In addition to the amounts guaranteed under this Agreement, Guarantor(s) jointly and severally agrees to pay reasonable attorneys' fees and all other costs and expenses incurred by Coverall in enforcing this Guaranty in any action or proceeding, arising out of, or relating to, this Guaranty.

7. It is not necessary for Coverall to inquire into the powers of the Franchised Business or the officers, directors, or agents acting or purporting to act on their behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

8. If any provision of this Guaranty contravenes or is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties of this Agreement shall be construed and enforced accordingly.

9. In addition to the above provisions, Guarantor(s) agrees to comply with all provisions and covenants in the Agreement related to the protection of the Coverall trade and service marks and the Coverall confidentiality and trade secrets (both in-term and post term). In addition the Guarantor(s) agrees to be bound by all Non-Competition covenants of the Agreement, both in-term and post-term, which covenants shall be as fully binding and enforceable on Guarantor(s) as though they were set forth herein.

IN WITNESS WHEREOF, the undersigned Guarantor(s) has this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ executed this Guaranty in the City of \_\_\_\_\_, State of \_\_\_\_\_.

**"GUARANTOR(S)"**

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Signature

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Print Name

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Address

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Signature

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Print Name

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Address

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Signature

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Print Name

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Address



## CONFIDENTIALITY/NON-SOLICITATION AGREEMENT

FO# \_\_\_\_\_

This Confidentiality/Non-Competition Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ ("Employer Franchisee"), and \_\_\_\_\_ Employer Franchisee] ("Signatory Employee").

### Recitals

- A. Employer Franchisee is an independently owned and operated Coverall® commercial cleaning franchised business operating under a license from Coverall North America, Inc. ("Franchisor").
- B. Employer Franchisee has purchased a Franchised Business and has the right to use the Coverall System, a proprietary system for the ongoing development and operation of a commercial cleaning franchised business, and the right to use certain Franchisor trade names, service marks and trademarks, including the trade names "Coverall®," "Coverall Health-Based Cleaning System®," and/or such other names, designs, and logos as Franchisor may from time to time designate (the "Marks").
- C. Signatory Employee is likely to become familiar with the Coverall® System.
- D. Franchisor shall provide the Employer Franchisee with the Coverall System upon Signatory Employee's consent to the restriction set forth in this Agreement.

### Terms

In consideration of Franchisor's disclosure of confidential and proprietary information, the Signatory Employee hereby agrees as follows:

- 1. Recitals. The foregoing Recitals are fully incorporated in the Terms as if set forth herein.
- 2. Confidentiality of Information. Signatory Employee acknowledges that Signatory Employee will have access to Coverall Manuals and documents, records and information of a confidential and proprietary nature including, but not limited to, the Coverall System, names and addresses of the Employer Franchisee's customers, the names and duties of key personnel of Employer Franchisee's customers, approved supplier lists, criteria for approval of supplies and equipment, Employer Franchisee's customer contracts, and information regarding the operation of the Coverall System, all of which would not be available to Signatory Employee except for Signatory Employee's relationship with Employer Franchisee. Signatory Employee acknowledges that such information is not generally known to the public, is confidential, is an asset of Franchisor, and to preserve Franchisor's good will must be kept strictly confidential and used only in the conduct of Employer Franchisee's business.

Signatory Employee agrees to not ever divulge or use for the benefit of any other person(s), association, corporation, or limited liability company, any confidential information,

knowledge, or know-how concerning the Coverall System and the Employer Franchisee's Franchised Business. Any and all information, knowledge, know-how, techniques, and information which Franchisor designates as confidential shall be deemed confidential for the purposes of this Agreement.

Signatory Employee shall not at any time copy, duplicate, record or otherwise reproduce any of Franchisor's confidential information, in whole or in part, or otherwise make it available to any third party except as authorized by the Coverall Franchise Agreement (the "CFA") or by Franchisor in writing. Upon the expiration or other termination of Signatory Employee's relationship with Employer Franchisee, Signatory Employee shall return to Franchisor all such confidential information including, but not limited to, all Coverall Manuals and other confidential proprietary documents, which are in Signatory Employee's possession, custody, or control, and shall delete all electronic data files that contain Franchisor's confidential information.

3. In-Term Restrictions. During the Term of the CFA, and any Successor Term, and for so long that during the Term the Signatory Employee is employed by or has an ownership interest in the Employer Franchisee, Signatory Employee shall not, without the prior written consent of Franchisor, directly or indirectly, engage in, or acquire any financial interest in (either as an individual, principal, owner, agent, employee, stockholder, or director) any business which performs commercial cleaning and related services, or engages in the franchising of commercial cleaning businesses, or any related business anywhere in the Area defined in the CFA. Signatory Employee shall not divert any customers of the Employer Franchisee to another entity, whether or not that entity is directly or indirectly controlled by Employer Franchisee unless Franchisee obtains Franchisor's written consent.
4. Post-Term Non-Solicitation of Franchisees, Customers, and Employees. Signatory Employee expressly agrees that Signatory Employee shall not, directly or indirectly, solicit any customer repurchased by Franchisor or another Franchisor franchisee for a period of eighteen (18) months from the date of repurchase.
5. Remedy. Signatory Employee acknowledges that the restrictions set forth in Paragraphs 3 and 4 are reasonable and necessary for Franchisor's protection. Signatory Employee hereby agrees that in the event of a violation by Signatory Employee of any of the provisions contained in this Agreement, Franchisor will be entitled, if it so elects, to institute and prosecute proceedings at law or in equity to obtain injunctive relief and/or damages with respect to such violation; and that the prevailing party shall be entitled to collect from the non-prevailing party its reasonable attorney's fees, costs and expenses associated with such proceedings.
6. Divisibility. The provisions of this Agreement are severable. If any provision of this Agreement shall be held to be invalid or unenforceable in any respect, or in any jurisdiction, such provision shall be carried out and enforced only to the extent to which it shall be valid and enforceable, and any such invalidity or unenforceability shall not affect any other provisions of this Agreement, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.

7. Third-Party Beneficiary. The parties acknowledge and agree that Franchisor is an intended third party beneficiary of this Agreement, and accordingly, Franchisor, as well as Employer Franchisee, shall have the right to enforce the provisions of this Agreement against Signatory Employee. Neither this Nondisclosure and Non-Solicitation Agreement between Employer Franchisee and Signatory Employee, nor this Paragraph 7, which makes Franchisor an intended third-party beneficiary, constitutes control by Franchisor over the Signatory Employee's conditions of employment, or creates an employee or joint employee relationship between Franchisor and Signatory Employee.
8. No Waiver. Any failure or delay in exercising any right or remedy hereunder shall not constitute a waiver of such right or remedy and shall not excuse or release Signatory Employee from full performance of Signatory Employee's obligations hereunder. No waiver of any right or remedy shall be effective unless in writing and signed by an authorized representative of Franchisor.

Executed on the date first written above.

**EMPLOYER FRANCHISEE**

**SIGNATORY EMPLOYEE**

By: \_\_\_\_\_  
Its Authorized Representative

\_\_\_\_\_   
Individually

\_\_\_\_\_   
Address

\_\_\_\_\_   
Phone Number

## FRANCHISEE'S EMPLOYEE CONFIDENTIALITY/NON-COMPETITION AGREEMENT

This Confidentiality/Non-Competition Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ ("Employer") and \_\_\_\_\_ ("Employee").

### Recitals

- A. Employer is a Coverall® System franchised business.
- B. Employer has the right to use the Coverall System, a proprietary system for the ongoing development and operation of an independently owned and operated Coverall commercial cleaning franchised business, which is owned by Coverall North America, Inc. ("Coverall"), and the right to use certain Coverall trade names, service marks and trademarks, including the trade names "Coverall®," "Coverall Health-Based Cleaning System®," and/or such other names, designs, and logos as Franchisor may from time to time designate (the "Marks").
- C. Employee is an at-will employee of Employer.
- D. Employee will become knowledgeable about the Coverall System.
- E. Employer and Employee agree that, in order to protect the reputation and good will and proprietary and confidential information of the Coverall System, Employee must abide by certain restrictions.

### Terms

In consideration of Employee's employment and Employer's disclosure of Coverall System confidential and proprietary information to Employee, the Employer and Employee hereby agree as follows:

- 1. Recitals. The foregoing Recitals are fully incorporated in the Terms as if set forth herein.
- 2. Confidentiality of Information. During the course of Employee's training and employment, Employee will receive and have access to certain confidential and proprietary information, including, but not limited to, the names and addresses of Employer's customers, the names and duties of key personnel of Employer's customers and suppliers, pricing and credit information, manuals, and other information regarding the operation of the Coverall System, all of which would not be available to Employee except for Employee's employment relationship with Employer. Employee acknowledges that the confidential information is not generally known to the public, is confidential, is an asset of Employer, and must be kept strictly confidential and used only in the conduct of Employer's business. Employee agrees that, upon termination of employment for any reason, Employee will not use, disclose, copy or permit the use or disclosure of any confidential information in any

manner. Upon termination, Employee shall return to Employer any and all confidential information in Employee's possession, custody or control, and shall destroy any electronic files containing confidential information.

3. In-Term Restrictions. While Employee is employed by Employer, Employee shall not, without the prior written consent of Employer, directly or indirectly, engage in, or acquire any financial interest in any business which performs commercial cleaning and related services, or engages in the franchising of commercial cleaning businesses, or any related business anywhere in the area where Employer conducts its business. Employee shall not divert any customers of the Employer to another person or entity.
4. Post-Term Non-Solicitation Covenant. Employee expressly agrees that Employee will not, directly or indirectly, for a period of six (6) months following termination of his employment with Employer for any reason, solicit Employer's customers to either directly or indirectly provide commercial cleaning and related services to Employer's customers, who were Employer's customers at the time of Employee's termination.
5. Remedy. Employee acknowledges that the restrictions set forth in Paragraphs 3 and 4 are reasonable and necessary for Employer's protection. Employee hereby agrees that in the event of a violation by Employee of any of the provisions contained in this Agreement, Employer will be entitled, if it so elects, to institute and prosecute proceedings at law or in equity to obtain injunctive relief and/or damages with respect to such violation; and that the prevailing party shall be entitled to collect from the non-prevailing party its reasonable attorneys fees, costs and expenses associated with such proceedings.
6. Divisibility. The provisions of this Agreement are severable. If any provision of this Agreement shall be held to be invalid or unenforceable in any respect, or in any jurisdiction, such provision shall be carried out and enforced only to the extent to which it shall be valid and enforceable, and any such invalidity or unenforceability shall not affect any other provisions of this Agreement, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.
7. No Waiver. Any failure or delay in exercising any right or remedy hereunder shall not constitute a waiver of such right or remedy and shall not excuse or release Signatory from full performance of Signatory's obligations hereunder. No waiver of any right or remedy shall be effective unless in writing and signed by an authorized representative of Franchisor.
8. Third-party Beneficiary. The parties acknowledge and agree that Coverall is an intended third party beneficiary of this Agreement, and accordingly, Coverall, as well as Employer, shall have the right to enforce the provisions of this Agreement against Employee. Neither this Nondisclosure and Non-Solicitation Agreement between Employer and Employee, nor this Paragraph 8, which makes Coverall an intended third-party beneficiary, constitutes control by Coverall over the Employee's conditions of employment, or creates an employee or joint employee relationship between Coverall and Employee.

9. Acknowledgment of Agreement. Employee acknowledges reading this Agreement and fully understanding its terms and conditions.

Executed on the date first written above.

EMPLOYEE: \_\_\_\_\_

EMPLOYER:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Its authorized representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

# EQUIPMENT PURCHASE AGREEMENT

CONTRACT NUMBER \_\_\_\_\_

FRANCHISED BUSINESS NUMBER \_\_\_\_\_

**SELLER:**  
COVERALL NORTH AMERICA, INC.

**PURCHASER:**

\_\_\_\_\_  
Corporate/LLC Name/Purchaser (Franchised Business)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

**SEE ATTACHED: EQUIPMENT SCHEDULE.**

## CONTRACT TERM AND PAYMENT SCHEDULE

NUMBER OF MONTHS	NUMBER OF PAYMENTS	PAYMENT PERIOD	AMOUNT OF EACH * MONTHLY PAYMENT	DATE PAYMENT DUE

\* Principal plus interest at eighteen (18%) percent per annum.

DOWN PAYMENT \$ \_\_\_\_\_.

BALANCE \$ \_\_\_\_\_.

**TERM:** This Agreement shall commence upon the execution hereof by the Seller and the Purchaser.

IF PURCHASER HAS CHOSEN TO FINANCE ANY PORTION OF THIS PURCHASE, UPON SIGNING THIS AGREEMENT, PURCHASER IS AGREEING TO THE TERMS AND CONDITIONS OF THE PROMISSORY NOTE THAT APPEARS ON THE REVERSE SIDE OF THIS FORM. IT IS PURCHASER'S RESPONSIBILITY TO READ AND UNDERSTAND THE PROMISSORY NOTE.

By executing this Agreement, Purchaser hereby certifies that the Equipment described in the schedule has been delivered. Purchaser agrees to be bound by all terms and conditions of this Agreement and Promissory Note.

Coverall North America, Inc.

Purchaser

By: \_\_\_\_\_

\_\_\_\_\_  
Individually

Date: \_\_\_\_\_

## PROMISSORY NOTE

FOR VALUE RECEIVED, Purchaser, whose signature appears on this Equipment Purchase Agreement (the "Agreement") agrees to pay to the order of Coverall North America, Inc. ("Coverall"), in lawful money of the United States of America, the principal sum stated on Page 1 of this Agreement, with interest from the date of execution, at the rate of eighteen (18%) per annum, or the highest rate permitted by your state, whichever is less, on the unpaid balance of the principal amount until paid in full.

This note may be prepaid without penalty.

It is agreed that each installment, when paid, shall be credited first to interest then due and the remainder to principal. Should the interest not be so paid, it shall, at the sole option of Coverall, become part of the principal and thereafter bear like interest as the principal.

Should Purchaser default in the payment of any installment of principal or interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of Coverall, with interest from the date of the default at the rate of twenty-one percent (21%) per annum until paid on the entire unpaid principal and interest.

Purchaser agrees that the obligation evidenced by this Promissory Note shall, at Coverall's option, upon Coverall first giving Purchaser thirty (30) days written notice, be converted from a Promissory Note to a revolving line of credit granted by Coverall to Purchaser. Under the line of credit, Purchaser will remain obligated to pay to Coverall the monthly amount payable under this Promissory Note; however, if the line of credit issued to Purchaser is, with Purchaser's consent, increased to an amount exceeding the principal balance evidenced by this Promissory Note, Purchaser shall, in addition to the monthly amounts currently payable under the Agreement and this Promissory Note, be required to pay Coverall each month, an amount equal to at least twelve and one half percent (12-1/2 %) of the amount by which Purchaser's gross monthly billings (regular service and special services) for each prior month exceeds the amount of gross monthly billings originally acquired by this note and other notes of Purchaser converted to the line of credit. In the event of a conversion to a line of credit exceeding the gross monthly billings originally acquired by this note and other notes of Purchaser converted to the line of credit, Coverall shall also have the right, upon first giving Purchaser thirty (30) days written notice, to increase or decrease the rate of interest on the line of credit. Interest on the entire line of credit, including amounts which were payable under this note, shall be calculated on the outstanding daily balance of Purchaser's obligation to Coverall. In the event of such conversion, (i) the terms of default; and (ii) Coverall's right to accelerate the obligation in the event of default, shall remain the same. Purchaser will, upon receipt from Coverall of written notice to convert this obligation, execute such instruments and/or documents, as Coverall deems necessary. Failure by Purchaser to do so will be deemed an event of default under this Promissory Note. Details of the Coverall line of credit program, if and when adopted, will appear in the Coverall Policy and Procedure Manual as it may, from time to time be updated and/or modified, or in a written policy directive setting forth these details.

Furthermore, this note and all other obligations, direct or contingent, of Purchaser or any endorser, shall become fully due and payable immediately at the option of Coverall without demand or notice upon the happening of any of the following events:



1. The failure of Purchaser to pay when due any installment of the principal and/or interest.
2. The failure of Purchaser to timely keep or properly perform any of the recitals, covenants, conditions, representations, warranties, obligations or guarantees contained in any agreement between Coverall and Purchaser.
3. The levy of any attachment, execution, or any other process against all or any part of the assets of Purchaser.
4. The failure of Purchaser to pay, withhold, collect or remit any tax or tax deficiency when assessed or due.
5. The suspension of the business of Purchaser, or the making of a general assignment for the benefit of creditors, or the commencement of proceedings for dissolution or liquidation, or the commencement of proceedings under any bankruptcy, insolvency, readjustment of debt or liquidation law or statute of the federal or state governments, or the adjudication as bankrupt or insolvent, or the involuntary appointment of a receiver, or applications for a receiver, or the making of a bulk sale or the giving notice of intention to do so.
6. The failure by Purchaser to execute documents that Coverall deems necessary to convert Purchaser's obligation to another form of financing.
7. At any time when, in the sole opinion of Coverall, Purchaser's financial responsibility becomes impaired or unsatisfactory.

Notwithstanding anything to the contrary in this Promissory Note or in any document previously executed by Purchaser and Coverall, in the event the services performed by Purchaser for customers of their Coverall Franchised Business are discontinued in accordance with the provisions of Paragraph 18 of the Coverall Franchise Agreement, Coverall shall have the right to apply the entire amount of any payment received by Coverall from the customer(s) after discontinuation of services to the balance due on this Promissory Note. The application of such funds shall not be construed to release the Purchaser from any obligation to pay any amounts remaining due to Coverall (principal or interest).

In the event an attorney is employed by Coverall in collection of any amounts due hereunder, Purchaser shall pay to Coverall its reasonable attorneys' fees and costs incurred in such collection.

The obligation evidenced by this note is to be construed in accordance with the laws of the State or District in which the Purchaser conducts its Coverall business.

## TERMS AND CONDITIONS

1. **SALE OF EQUIPMENT.** Purchaser agrees to purchase from Seller, upon the following terms and conditions the equipment described in the Equipment Schedule (the "Equipment"). The purchase price and terms of payments are set forth in the Contract Term and Payment Schedule ("Payment Schedule").

2. **PAYMENT.** In the event Coverall agrees to finance the Equipment purchase, Purchaser shall pay Seller the down payment stated in the Payment Schedule, and the balance shall be payable in accordance with the Payment Schedule and pursuant to the terms of the Promissory Note. Payments shall be deducted monthly from Purchaser's Purchaser Statement unless there are insufficient monies due Purchaser in which event, Purchaser shall pay the difference. Default shall be defined as any payment which is not paid in full within three (3) business days of payment due date. Upon default by Purchaser or termination of Purchaser's Franchise Agreement for any reason, the balance shall be due and payable immediately. Notwithstanding anything in this Paragraph to the contrary, Seller reserves the right to finance the purchase of the Equipment through a Line of Credit provided by Seller or a third party and/or to convert the Promissory Note to the Line of Credit

3. **LIMITATION OF WARRANTY AND REMEDIES.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED AND SHALL NOT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT COVERED BY THIS AGREEMENT, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN, CONDITION OR QUALITY OF THE EQUIPMENT OR THE MATERIAL OR WORKMANSHIP IN THE EQUIPMENT.

4. **THIRD PARTY CLAIMS.** Seller shall not be liable to Purchaser for, and Purchaser shall indemnify and hold Seller harmless with respect to, any third party liability, claim, loss, damage, or expense of any kind or nature caused directly or indirectly by the inadequacy of any item of the Equipment; the use or performance of any item of the Equipment; any interruption or loss of business or other consequential damage whether or not resulting from any of the foregoing; levying of any state and local taxes, including sales and use and personal property taxes, as well as loss of federal income tax benefits by Seller.

5. **TAXES, ASSESSMENTS AND FEES.** Purchaser agrees to pay all licensing, filing, and registration fees; to keep the Equipment free of all liens and encumbrances; to pay for all personal property taxes assessed against the equipment, to pay all other taxes, assessments, fees, and penalties which may be levied or assessed in respect to the Equipment, its use or any interest, or any lease payments, including but not limited to all federal, state, and local taxes, however designated, levied or assessed, whether upon Purchaser or Seller or the Equipment or upon the sale, ownership, use or operation, excepting any income taxes levied on the Seller.

6. **SECURITY INTEREST.** To secure the prompt and complete payment, performance and observance of all the obligations of Buyer hereunder, including payment of the Promissory Note or other financing described in Paragraph 2 hereof, Purchaser hereby grants, assigns, mortgages, pledges, hypothecates and transfers to Seller, a continuing Lien and Security Interest (the "Security Interest") in the Equipment, which shall be the Collateral for such Security Interest.

7. **UCC FILINGS.** The parties agree that either a photographic or other reproduction of this Agreement or a description of the Equipment may be filed with a Financing Statement, and shall be sufficient along with the Financing Statement, under the Uniform Commercial Code. Seller may file or record the Financing Statement with respect to the Equipment so as to give notice to any interested parties. The cost of any UCC filing shall be paid by Purchaser, and Seller shall be authorized to deduct this amount from Purchaser's Purchaser Statement.

8. **INSURANCE.** Until Purchaser has fully paid for the Equipment, Purchaser shall, at Purchaser's own cost and expense, keep the Equipment insured for the full amount secured by this Agreement against damage or loss resulting from any and all risks to which it might foreseeably be exposed and risks designated by Seller. The Policy of Insurance shall be issued by an insurance company acceptable to Seller and shall provide for the loss payable under it being paid to both Purchaser and Seller as their interests may appear. A duplicate copy of each policy shall be delivered by Purchaser to Seller, who shall be named as an additional insured.

9. **RIGHT OF INSPECTION.** If Purchaser has financed the Equipment with Seller, Seller, either in person or by agent, shall have the right at any and all reasonable times, and at reasonable intervals, to enter the premises where the Equipment is located and inspect the Equipment.

10. **DEFAULT.** Should Purchaser fail to perform any provision of this Agreement, or should Purchaser fail to pay any obligation created by this Agreement as it becomes due, then Purchaser shall be in default of this Agreement. Seller shall have all the rights and remedies afforded by a secured party under the Uniform Commercial Code. Seller may:

- a. Enter on Purchaser's premises to assemble and take possession of the Equipment;
- b. Require Purchaser to make possession of the Equipment available to Seller at a place designated by Seller that is reasonably convenient to both Purchaser and Seller;
- c. Enter Purchaser's premises and dispose of the Equipment in the manner provided by the Uniform Commercial Code; and
- d. Apply the proceeds received from the sale or other disposition of the Equipment on default of Purchaser, in addition to the items specified in Article 9 of the Uniform Commercial Code, to the payment of reasonable attorneys' fees and legal expenses incurred by Seller as a result of Purchaser's default.

11. **ASSIGNMENT BY SELLER.** Seller may assign this Agreement and its rights to a third party. Purchaser acknowledges that the terms and conditions of this Agreement have been fixed in anticipation of the possible assignment of Purchaser's rights under this Agreement to a third party (the "Assignee") which will rely on and be entitled to the benefit of the provisions of this Agreement. Purchaser agrees to recognize in writing (if so requested) any such assignment within five (5) days after receipt of written notice thereof and to thereafter pay all sums due Seller under a Promissory Note or Line of Credit directly to the Assignee. Any assignment shall be

subject to Purchaser's rights to use and possession of the Equipment under this Agreement, provided Purchaser is not in default.

12. **ASSIGNMENT BY PURCHASER.** Purchaser shall not assign this Agreement or sell any item of financed Equipment before payment in full without the prior express written consent of Seller, which consent shall be subject to such terms and conditions as Seller, in its sole discretion, may determine.

13. **GOVERNING LAW.** This Agreement shall be interpreted and governed by the laws of the State or District in which the Purchaser's franchise business is located.

14. **NOTICES.** Any notices required to be given shall be in writing and may be given by personal delivery, telegram, or United States certified or registered mail, return receipt requested, postage prepaid directed to the Seller or the Purchaser at their respective last known addresses. Notice by mail shall be deemed received on the third (3rd) business day following the date the same was deposited in the United States Mail.

15. **SEVERABILITY; CAPTIONS.** All of the paragraphs and subparagraphs of this Agreement are distinct and severable and if any paragraphs or subparagraphs shall be deemed illegal, void, or unenforceable, the validity, legality or enforceability of any other paragraph or subparagraph of this Agreement shall not be affected. Captions of paragraphs and subparagraphs are for purposes of convenience only and do not constitute any part of, or modify, amend or otherwise change the language or intent of the paragraphs and subparagraphs.

16. **WAIVERS.** Waiver of any one or more defaults by the Seller shall not operate as a waiver of successive or other defaults and all of the Seller's rights shall continue notwithstanding any waiver or waivers.

17. **ENTIRE AGREEMENT; MODIFICATION.** The undersigned acknowledge that they, and each of them, have read this Agreement in full. No representations or agreements, whether oral or written, except as set forth in this Agreement have been made or relied upon. The terms and provisions of this Agreement cannot be changed or modified unless in writing signed by the authorized representative of the Purchaser and an authorized representative of the Seller.

18. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on and inure to the benefit of Seller and Purchaser and their respective successors and assigns.

19. **PRONOUNS.** All pronouns and any variation thereof as used herein shall be deemed to refer to masculine, feminine, neuter, singular or plural as the identity of the person or persons and the context may require.

20. **TIME OF THE ESSENCE.** Time is hereby expressly declared to be of the essence in this Agreement.

Purchaser: \_\_\_\_\_ FO#: \_\_\_\_\_

### EQUIPMENT SCHEDULE

#### EQUIPMENT

EQUIPMENT PURCHASED	EQUIPMENT MFGR.	EQUIPMENT NO.

COST: = \$ \_\_\_\_\_

TAX (LOCAL RATE: \_\_\_\_\_ %): = \$ \_\_\_\_\_

FREIGHT: = \$ \_\_\_\_\_

GRAND TOTAL: = \$ \_\_\_\_\_

DOWN PAYMENT: = \$ \_\_\_\_\_

MONTHLY PAYMENTS:

\$ \_\_\_\_\_  
Includes principal plus interest at 18% per annum

NO. OF MONTHS: \_\_\_\_\_

**EXHIBIT B**

**Consolidated Financial Statements for Coverall Acquisition, LLC and Subsidiaries**

# **Coverall Acquisition, LLC and Subsidiaries**

Consolidated Financial Report  
December 31, 2023

## Contents

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**Independent Auditor's Report**

Board of Directors  
Coverall Acquisition, LLC and Subsidiaries

**Opinion**

We have audited the consolidated financial statements of Coverall Acquisition, LLC and Subsidiaries (Successor Company), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, the related consolidated statements of income, changes in equity and cash flows for the years ended December 31, 2023 and 2022 and the period from July 1, 2021 through December 31, 2021 (Successor Period), and the related notes to the consolidated financial statements. We have also audited the consolidated financial statements of CNA Holding Corporation and Subsidiaries (Predecessor Company), which comprise the consolidated statements of income, changes in equity, and cash flows for the period from January 1, 2021 through June 30, 2021 (Predecessor Period), and the related notes to the consolidated financial statements. The consolidated financial statements of the Predecessor Company and the Successor Company and the related notes to the consolidated financial statements are collectively referred to herein as the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Coverall Acquisition, LLC and Subsidiaries as of December 31, 2023 and 2022, and the results of their operations and their cash flows for the years ended December 31, 2023 and 2022 and the Successor Period, and the results of CNA Holding Corporation and Subsidiaries operations and their cash flows for the Predecessor Period, 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 Successor Company and Predecessor 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.

**Emphasis of Matter**

As discussed in Note 2 to the financial statements, on June 30, 2021, the Successor Company entered into a Stock Purchase Agreement, which resulted in the purchase of 100% of the equity interests of the Predecessor Company leading to predecessor/successor financial reporting. As a result of these different bases of accounting, these periods are not comparable to one another as they are effectively different accounting entities. Our opinion is not modified with respect to this matter.



### **Responsibilities of Management for the Financial Statements**

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

In preparing the financial statements, both the Successor and the Predecessor Company's management are 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 within one year after the date that the financial statements are issued or 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 Successor Company and the Predecessor 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 Successor Company and Predecessor Company 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 Successor Company and Predecessor 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.

*RSM US LLP*

Fort Lauderdale  
March 26, 2024

## Coverall Acquisition, LLC and Subsidiaries

### Consolidated Balance Sheets December 31, 2023 and 2022

	2023	2022
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 14,543,000	\$ 14,466,000
Restricted cash	426,000	426,000
Franchisees' accounts receivable, net of allowance for credit losses of \$597,000 and \$201,000 in 2023 and 2022, respectively	23,922,000	21,047,000
Inventories	610,000	568,000
Current maturities of notes receivable from franchisees, net of allowance for credit losses of \$1,631,000 and \$1,897,000 in 2023 and 2022, respectively	5,546,000	5,913,000
Prepaid expenses and other current assets	2,610,000	3,930,000
<b>Total current assets</b>	<b>47,657,000</b>	<b>46,350,000</b>
Notes receivable from franchisees, less current maturities, net of allowance for credit losses of \$440,000 and \$517,000 in 2023 and 2022, respectively	1,426,000	1,614,000
Equipment and leasehold improvements, net	3,949,000	2,854,000
Intangible assets, net	79,006,000	91,269,000
Goodwill	98,946,000	95,861,000
Operating lease right of use assets, net	6,946,000	6,398,000
Other assets	760,000	988,000
<b>Total assets</b>	<b>\$ 238,690,000</b>	<b>\$ 245,334,000</b>
<b>Liabilities and Equity</b>		
Current liabilities:		
Outstanding checks in excess of cash balances	\$ 1,332,000	\$ 1,068,000
Accounts payable	31,123,000	32,171,000
Accrued expenses	8,097,000	8,449,000
Self-insurance reserves	1,069,000	760,000
Deferred revenue	3,317,000	3,549,000
Current maturities of operating lease liabilities	2,800,000	2,219,000
Current maturities of long-term debt	4,249,000	5,640,000
<b>Total current liabilities</b>	<b>51,987,000</b>	<b>53,856,000</b>
Deferred tax liabilities, net	15,414,000	20,668,000
Operating lease liabilities, less current maturities	4,378,000	4,292,000
Long-term debt, net less current maturities	95,385,000	97,341,000
<b>Total liabilities</b>	<b>167,164,000</b>	<b>176,157,000</b>
Commitments and contingencies		
<b>Total equity</b>	<b>71,526,000</b>	<b>69,177,000</b>
<b>Total liabilities and equity</b>	<b>\$ 238,690,000</b>	<b>\$ 245,334,000</b>

See notes to consolidated financial statements.

## Coverall Acquisition, LLC and Subsidiaries

### Consolidated Statements of Income

	Year Ended December 31, 2023	Year Ended December 31, 2022	Period From July 1, 2021 Through December 31, 2021 (Successor)	Period From January 1, 2021 Through June 30, 2021 (Predecessor)
Revenues:				
Royalty and support fees	\$ 52,641,000	\$ 50,121,000	\$ 22,683,000	\$ 22,100,000
Franchise fees	20,177,000	19,110,000	9,227,000	8,770,000
Other franchise revenue	19,733,000	19,221,000	8,721,000	9,030,000
Interest income	908,000	956,000	470,000	445,000
<b>Total revenues</b>	<b>93,459,000</b>	<b>89,408,000</b>	<b>41,101,000</b>	<b>40,345,000</b>
Operating expenses:				
Selling, general and administrative expenses	59,562,000	60,082,000	26,889,000	26,775,000
Costs of other franchise revenue	6,347,000	5,618,000	2,748,000	3,134,000
Depreciation and amortization	12,841,000	13,044,000	6,480,000	2,536,000
<b>Total operating expenses</b>	<b>78,750,000</b>	<b>78,744,000</b>	<b>36,117,000</b>	<b>32,445,000</b>
<b>Operating income</b>	<b>14,709,000</b>	<b>10,664,000</b>	<b>4,984,000</b>	<b>7,900,000</b>
Interest expense, net	12,505,000	9,712,000	4,186,000	791,000
<b>Income before income taxes</b>	<b>2,204,000</b>	<b>952,000</b>	<b>798,000</b>	<b>7,109,000</b>
Income tax expense (benefit)	141,000	339,000	(952,000)	960,000
<b>Net income</b>	<b>\$ 2,063,000</b>	<b>\$ 613,000</b>	<b>\$ 1,750,000</b>	<b>\$ 6,149,000</b>

See notes to consolidated financial statements.

## Coverall Acquisition, LLC and Subsidiaries

### Consolidated Statements of Changes in Equity

	Common Stock		Additional	Retained	
	Shares	Amount	Paid-In	Earnings	Total
			Capital		
Balance, December 31, 2020	18,000,000	\$ 180,000	\$ 39,382,000	\$ 17,064,000	\$ 56,626,000
Net income	-	-	-	6,149,000	6,149,000
Balance, June 30, 2021 (Predecessor)	18,000,000	\$ 180,000	\$ 39,382,000	\$ 23,213,000	\$ 62,775,000
					Total
					Equity (Deficit)
Balance, July 1, 2021 (Successor)					\$ (4,683,000)
Capital contribution					71,253,000
Share-based compensation					77,000
Net income					1,750,000
Balance, December 31, 2021					68,397,000
Share-based compensation					167,000
Net income					613,000
Balance, December 31, 2022					69,177,000
Capital contribution					120,000
Share-based compensation					174,000
Repurchase of profit interest units					(8,000)
Net income					2,063,000
<b>Balance, December 31, 2023</b>					<b>\$ 71,526,000</b>

## Coverall Acquisition, LLC and Subsidiaries

### Consolidated Statements of Cash Flows

	Year Ended December 31, 2023	Year Ended December 31, 2022	Period From July 1, 2021 Through December 31, 2021 (Successor)	Period From January 1, 2021 Through June 30, 2021 (Predecessor)
Cash flows from operating activities:				
Net income	\$ 2,063,000	\$ 613,000	\$ 1,750,000	\$ 6,149,000
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation and amortization	577,000	791,000	416,000	461,000
Amortization of debt issuance costs	568,000	568,000	240,000	-
Amortization of intangibles	12,263,000	12,253,000	6,063,000	2,076,000
Deferred income taxes	(5,254,000)	(3,496,000)	(2,182,000)	(1,517,000)
Share-based compensation	174,000	167,000	77,000	-
Loss on disposal of equipment and leasehold improvements	-	5,000	-	10,000
Change in operating lease of right of use assets	3,111,000	2,215,000	-	-
Changes in operating assets and liabilities:				
(Increase) decrease in:				
Accounts receivable	(2,381,000)	(3,285,000)	216,000	(176,000)
Inventories	(38,000)	11,000	(15,000)	7,000
Notes receivable	713,000	606,000	1,056,000	(688,000)
Prepaid expenses and other assets	1,345,000	(55,000)	(1,127,000)	(776,000)
Other assets	244,000	134,000	9,000	(180,000)
Increase (decrease) in:				
Accounts payable	(1,548,000)	7,339,000	95,000	232,000
Accrued expenses	(411,000)	244,000	(3,947,000)	629,000
Deferred revenue	(232,000)	(376,000)	(2,119,000)	340,000
Self-insurance reserves	309,000	(325,000)	(67,000)	(124,000)
Operating lease liabilities	(2,992,000)	(2,148,000)	-	-
<b>Net cash provided by operating activities</b>	<b>8,511,000</b>	<b>15,261,000</b>	<b>465,000</b>	<b>6,443,000</b>
Cash flows from investing activities:				
Purchases of equipment and leasehold improvements	(1,672,000)	(2,403,000)	(275,000)	(154,000)
Acquisitions, net of cash acquired and net working capital	(3,223,000)	(10,708,000)	(159,182,000)	(64,000)
<b>Net cash used in investing activities</b>	<b>(4,895,000)</b>	<b>(13,111,000)</b>	<b>(159,457,000)</b>	<b>(218,000)</b>
Cash flows from financing activities:				
Increase (decrease) in outstanding checks in excess of cash balances	264,000	(1,209,000)	(483,000)	(421,000)
Proceeds from long-term debt borrowings	1,560,000	8,580,000	100,000,000	-
Payment on debt issuance costs	-	-	(2,844,000)	-
Principal payments on long-term debt	(5,475,000)	(3,188,000)	(375,000)	(6,080,000)
Net repayments on line of credit	-	-	-	(2,000,000)
Capital contributions	120,000	-	71,253,000	-
Repurchase of profit interest units	(8,000)	-	-	-
<b>Net cash (used in) provided by financing activities</b>	<b>(3,539,000)</b>	<b>4,183,000</b>	<b>167,551,000</b>	<b>(8,501,000)</b>
<b>Net increase (decrease) in cash, cash equivalents and restricted cash</b>	<b>77,000</b>	<b>6,333,000</b>	<b>8,559,000</b>	<b>(2,276,000)</b>
Cash, cash equivalents and restricted cash:				
Beginning	14,892,000	8,559,000	-	6,820,000
Ending	\$ 14,969,000	\$ 14,892,000	\$ 8,559,000	\$ 4,544,000

(Continued)

## Coverall Acquisition, LLC and Subsidiaries

### Consolidated Statements of Cash Flows (Continued)

	Year Ended December 31, 2023	Year Ended December 31, 2022	Period From July 1, 2021 Through December 31, 2021 (Successor)	Period From January 1, 2021 Through June 30, 2021 (Predecessor)
Supplemental disclosures of cash flow information:				
Cash paid for interest	\$ 9,882,000	\$ 6,390,000	\$ 1,995,000	\$ 845,000
Cash paid for taxes	\$ 3,928,000	\$ 4,384,000	\$ 2,022,000	\$ 1,692,000
Supplemental disclosures of noncash operating and financing activities:				
Right of use asset and operating lease liabilities recorded on the adoption on ASC 842	\$ -	\$ 7,025,000	\$ -	\$ -
Right of use assets obtained in exchange for new operating lease liabilities	\$ 3,659,000	\$ 1,136,000	\$ -	\$ -

See notes to consolidated financial statements.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Business and Significant Accounting Policies

**Nature of business:** Coverall Acquisition, LLC (the Company or Coverall Acquisition) was formed as a limited liability company in the State of Delaware on June 4, 2021. The Company began operations on June 30, 2021, through its acquisition of CNA Acquisition, LLC and its wholly owned subsidiaries (the Sellers or CNA).

The Company and its wholly owned subsidiaries (collectively referred to as the “Company” doing business as “Coverall Health-Based Cleaning Systems”) is a sales and marketing company engaged in the business of selling franchises, equipment, supplies, and procuring commercial cleaning customers. The Company sells three types of franchises: Service (Master), Territory and Janitorial. Masters are licensed to implement the Company’s business model in an exclusive territory: selling, training and supporting Janitorial franchises, and procuring customer accounts. Masters pay the Company royalties on their business revenue. Territory franchises are licensed to use the “Coverall” marks in the operations of a commercial janitorial business in an exclusive territory. Territory franchises are responsible to procure and service their own cleaning customers and pay the Company a royalty on their gross revenue.

Janitorial franchisees are licensed to use the “Coverall” marks and system in the service of commercial cleaning customers. The Company provides the Janitorial franchisee with an initial book of customers to service; training, billing and collection services; and ongoing support in exchange for a franchise fee and ongoing royalty and support fees. The current franchise term is 20 years with a renewal option.

The Company provides financing for its Janitorial franchisees’ initial franchise fee, purchases of additional business and equipment. The Company conducts its business in company-owned support centers throughout the United States of America (U.S.). The Company’s Master, Territory and Janitorial franchises are located in various regions in the U.S. Internationally the Company has Master franchisees operating in Canada and Asia.

The Company procures janitorial service contracts with commercial customers and then assigns the right to service the customers to its Janitorial franchisees.

On January 31, 2022, the Company, acquired all the outstanding equity interest of Warjon, Inc. (Warjon) for total consideration of approximately \$10,798,000 as more fully discussed in Note 2.

On May 31, 2023, the Company, acquired all the outstanding equity interest of R. & B. Services, Inc. (R&B) for total consideration of approximately \$3,223,000 as more fully discussed in Note 2.

A summary of the Company’s significant accounting policies follows:

**Basis of presentation:** As further discussed in Note 2, on June 30, 2021, the Company entered into a Stock Purchase Agreement, which resulted in the purchase of 100% of the equity interests of the Sellers. The consolidated statements present the consolidated results of operations of Coverall Acquisition and its wholly owned subsidiaries (hereinafter referred to collectively as the Company) for the years ended December 31, 2023 and 2022 and for the period from July 1, 2021 through December 31, 2021 (Successor Period), and the consolidated results of operations of CNA for the period from January 1, 2021 through June 30, 2021 (Predecessor Period). As a result of these different bases of accounting, these periods are not comparable to one another as they are effectively different accounting entities.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### **Note 1. Nature of Business and Significant Accounting Policies (Continued)**

The significant differences to the consolidated statements of income and cash flows include depreciation and amortization of certain tangible and intangible assets recorded at fair value as of June 30, 2021, certain expenses related to the transaction and interest expense from acquisition debt. The significant differences to the consolidated balance sheet include adjustments to certain assets and liabilities, which were adjusted to fair value as of June 30, 2021, and adjustments to debt and equity associated with the post-acquisition capital structure.

**Principles of consolidation:** The accompanying consolidated financial statements include the accounts of Coverall Acquisition, LLC and its wholly owned Subsidiaries: CNA Acquisition, LLC, CNA Holding Corporation, Coverall North America, Inc. and Melton Franchise Systems, Inc. All material intercompany accounts and transactions have been eliminated in consolidation. In March 2022, the operations of Melton Franchise Systems, Inc. were merged with Coverall North America, Inc.

**Use of estimates:** The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amount of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates reported.

**Revenue recognition:** The Company recognizes revenue in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations in the contract
- Recognize revenue when or as performance obligations are satisfied

The core principle of the standard is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In addition, the standard requires disclosure of the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers.

**Royalty and support fees:** The Janitorial franchisee pays the Company royalty fees of 5% and support fees (primarily for customer billing and collection services) of 10%. Royalty and support fees are based on monthly janitorial services billings to the customers of the franchisees. The Master franchisees pay the Company royalty fees of 5.5% of business revenue and a percentage of defined service revenue according to volume achieved. Royalties from Master and Territory franchisees are recognized based on reported or estimated monthly sales activity.

**Franchise fees:** The Company sells franchises and is obligated to provide the Janitorial franchisee with an initial minimum janitorial revenue base (depending upon the size of the package purchased) and training. The current franchise term is 20 years with a renewal option.



## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Business and Significant Accounting Policies (Continued)

The Company recognizes revenue from the sale of franchises and the sale of additional business (janitorial services contracts) after all material obligations relating to the sale have been substantially performed or satisfied by the Company and collectability of the financed portion of sale is reasonably assured. Outstanding performance obligations under the Janitorial franchise agreement are included in deferred revenue.

The Company enters into Master franchise agreements, which grant the Master franchisee the right to implement the Company's business model in an exclusive territory. The term of these agreements is 20 years with provision for renewal. Under the terms of the Master franchise agreements, the Company is obligated to train the Master franchisee, provide software and disclosure document templates, marketing, site and equipment selection, staff selection and training. The Company recognizes revenue from the sale of Master franchises when the significant initial obligations are completed and when the Master franchisee has paid or is deemed to have the financial ability to pay the Master franchisee fee.

The Initial Franchise Fee covers the initial business package, introductory training, as well as providing the franchise right, which gives the franchisee the right to use the Company's symbolic intellectual property (IP). Under ASC 606, two or more goods or services (e.g. initial business package, training and the franchise right sold to the franchisee) are distinct from each other, and therefore, separate performance obligations, when they are not in effect inputs to a single combined item that is the output of the contract. The Company has determined that the initial business package and training services provided, are the defined separate performance obligations. The portion of the initial franchise fee attributable to the symbolic intellectual property is de minimis.

Deferred revenues were established for initial training not yet completed. The Company has evaluated the value of training, based on the cost inputs, which include wages, equipment, content, materials, and travel costs, and has determined that they equate to the remainder of total Initial Franchisee fee after considering the value of the customer base sold.

**Other franchise revenues:** Janitorial franchisees, at their discretion, may purchase chemicals, supplies and equipment from the Company. Revenues from goods sold to franchisees by the Company are recognized when goods are shipped. The Company makes available certain insurance programs for its Janitorial franchisees for a fee. Participation in these programs is optional.

**Sales commission:** Incremental costs of obtaining a contract should be capitalized as assets at inception of the contract. The Company capitalized the commission for initial franchise sales and amortized over the average tenure of a Franchisee.

**Cash and cash equivalents:** Cash and cash equivalents include all highly liquid instruments purchased with original maturity of three months or less. The Company maintains its cash in bank deposit accounts which, at times, may exceed federally-insured limits. The Company has not experienced any losses in such accounts.

**Restricted cash:** Restricted funds represent cash collateral as a guarantee for an outstanding letter of credit required by the State of Illinois and funds reserved for settlements of, or satisfaction of judgments related to, certain litigation as discussed in Note 8.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 1. Nature of Business and Significant Accounting Policies (Continued)

Cash, cash equivalents and restricted cash consists of the following at December 31, 2023 and 2022:

	2023	2022
Cash and cash equivalents	\$ 14,543,000	\$ 14,466,000
Restricted cash	426,000	426,000
	<u>\$ 14,969,000</u>	<u>\$ 14,892,000</u>

**Franchisees accounts receivable and accounts payable:** The Company, as billing and collection agent for Janitorial Franchisees, records janitorial services billed on behalf of the franchisee as Franchisees' accounts receivable net of management's estimates of uncollectible accounts based on historical experience. Remittances to franchisees, net of amounts due the Company for royalty and support fees, financing payments and other amounts due to the Company, are recorded as accounts payable.

Changes in the Company's allowance for credit losses are as follows for the year ended December 31, 2023:

	2023	2022	Successor Period	Predecessor Period	2020
Balance at beginning of period	\$ 201,000	\$ 56,000	\$ -	\$ 825,000	\$ 453,000
Bad debt expense (recovery)	396,000	145,000	56,000	(108,000)	372,000
Balance at end of period	<u>\$ 597,000</u>	<u>\$ 201,000</u>	<u>\$ 56,000</u>	<u>\$ 717,000</u>	<u>\$ 825,000</u>

**Notes receivable from franchisees:** U.S. GAAP requires entities to disclose the nature of credit risk inherent in financing receivables, the procedure for analyzing that credit risk and assessing credit risk in arriving at the allowance for credit losses and the changes and reasons for those changes in both the receivables and the allowance for credit losses by portfolio segment and class. The Company only has one class of financing receivables, which are homogeneous, and of similar credit quality.

Notes receivable from franchisees are carried at amounts management believes are collectible. The Company determines the allowance for doubtful accounts based on a combination of historical experience, aging analysis, and information on specific accounts. Interest income on notes receivables from franchisees is recognized using the interest method. The Company's policy is to suspend recognition of interest income on notes receivables when the receivable is 90 days or more past due on a contractual basis. Charges for late fees and insufficient fund fees are recognized as income when collected. Past due status is based on the contractual terms of the promissory note agreements.

**Inventories:** Inventories, consisting primarily of cleaning supplies and equipment, are stated at the lower of cost and net realizable value using the first in first out (FIFO) cost method. Net realizable value is defined as estimated selling price in the ordinary course of business, less disposal and transportation. The Company determines inventory reserves by regularly reviewing and evaluating individual inventory items and their movement history. Inventory is reserved when deemed obsolete or unsellable. As of December 31, 2023 and 2022, the Company determined that there was no reserve needed for slow-moving inventory.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Business and Significant Accounting Policies (Continued)

**Equipment and leasehold improvements:** Purchases of equipment and leasehold improvements are stated at cost, net of accumulated depreciation. Major improvements that substantially extend an asset's useful life are capitalized. Repairs, maintenance, and minor improvements are charged to operations as incurred. Leasehold costs and improvements are amortized over the lesser of the estimated useful lives or the remaining lease terms. Equipment and leasehold improvements acquired through business combination transactions were recorded at fair value on the date of the acquisition. Depreciation is charged to expense over the estimated useful lives of the related assets and is computed using the straight-line method, which range from two to five years.

**Concentration of credit risk:** Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash, accounts receivable, and notes receivable. Concentrations of credit risk with respect to accounts receivable and notes receivable are limited due to the Company's large number of franchisees and their dispersion across several geographic areas as well as industries.

**Debt issuance costs:** Debt issuance costs in the accompanying consolidated balance sheets represent the cost of obtaining financing arrangements. Debt issuance costs related to the delayed draw term loan, and revolving lines of credit are being amortized using the straight-line method over the term of the related debt agreement. Debt issuance costs related to the term loan are being amortized using the effective interest method over the term of the related debt agreement. The debt issuance costs related to a recognized debt liability are presented in the consolidated balance sheets as a direct deduction from the carrying amount of the debt liability, consistent with debt discounts. As of December 31, 2023 and 2022, debt issuance costs being recorded as a discount on related debt amounted to approximately \$1,467,000 and \$2,036,000, respectively, net of accumulated amortization. Interest expense related to the amortization of debt issuance costs for the years ended December 31, 2023 and 2022 and for the successor and predecessor periods was approximately \$568,000, \$568,000, \$240,000, and \$0, respectively.

**Advertising:** The Company expenses advertising and promotion costs as incurred. Advertising expense totaled approximately \$40,000, \$75,000, \$24,000, and \$63,000, for the years ended December 31, 2023 and 2022 and for the successor and predecessor periods, respectively. These costs are included within selling, general and administrative expenses in the accompanying consolidated statements of income.

**Share-based compensation:** The Company accounts for share-based compensation pursuant to accounting guidance that requires the measurement and recognition of compensation expense at the fair value of the share-based awards as of the grant date. Compensation expense for share-based awards to key employees and managers are recognized on a straight-line basis over the requisite service period. For the years ended December 31, 2023 and 2022, and the successor and predecessor periods, the Company recorded approximately \$174,000, \$167,000, \$77,000, and \$0, respectively, of noncash compensation expenses for units awarded and vested. The Company accounts for forfeitures as they occur.

**Business combinations:** Identifiable assets acquired and liabilities assumed in a business combination are recorded at fair value at the acquisition date. Management, in consultation with an independent third-party valuation expert, estimated fair values based on assumptions they believe to be reasonable and representative of those from the perspective of a market participant. These estimates are based on historical experience and information obtained from the management of the acquired entities. The Company accounts for revenue contracts acquired in a business combination in accordance with ASC 606. Acquisition-related costs are expensed as operating expenses when incurred and when the related services have been received and are included within selling, general, and administrative expenses on the accompanying consolidated statements of income.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Business and Significant Accounting Policies (Continued)

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the business combination occurs, the Company reports provisional amounts for the items for which the accounting is incomplete. During the measurement period, which does not exceed one year, the Company retrospectively adjusts the provisional amounts recognized at the acquisition date or recognizes additional assets or liabilities to reflect new information obtained about facts and circumstances that existed as of the acquisition date and, if known, would have affected the measurement of the amounts recognized as of that date.

**Goodwill:** Goodwill represents the excess of the purchase price over the value assigned to identifiable assets acquired and liabilities assumed in a business combination.

The Company is required to assess goodwill for impairment annually, or more frequently, if circumstances indicate impairment may have occurred. The Company performs its impairment assessment annually. The goodwill impairment test is a two-step test to determine whether the carrying value of goodwill exceeds its implied fair value. If it is more likely than not that a goodwill impairment exists, the Company must perform step two of the impairment test. Under step two, an impairment loss is recognized for any excess of carrying value over the implied fair value of that goodwill. The implied fair value of goodwill is determined based on the difference between the fair value of the reporting unit and the identifiable assets and liabilities of the reporting unit. No indicators of impairment were identified during the years ended December 31, 2023 and 2022 and the successor and predecessor periods.

**Intangible assets:** Intangible assets consist of the Company's trademark and franchisee relationships, which are amortized on a straight-line basis over their estimated useful lives, which range from 9 to 15 years.

**Impairment of long-lived assets:** The Company evaluates the recoverability of its long-lived assets, including amortizable intangible assets, if circumstances indicate impairment may have occurred. This analysis is performed by comparing the respective carrying values of the assets to the current and expected future cash flows, on an undiscounted basis, to be generated from such assets. If such analysis indicates that the carrying value of these assets is not recoverable; the carrying value of such assets is reduced to fair value. No indicators of impairment were identified during the years ended December 31, 2023 and 2022 and the successor and predecessor periods.

**Fair value measurements:** The Company has adopted the *Fair Value Measurement* guidance for all assets and liabilities that are recognized or disclosed at fair value in the consolidated financial statements. The guidance defines fair value as the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity.

In determining the appropriate levels, the Company performs a detailed analysis of the assets and liabilities that are subject to the guidance. The guidance provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Valuations performed maximize the use of observable inputs and minimize the use of unobservable inputs.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Business and Significant Accounting Policies (Continued)

The three levels of the fair value hierarchy are defined as follows:

**Level 1:** Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that are accessible at the measurement date.

**Level 2:** Inputs to the valuation methodology include quoted prices in markets that are not active or quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

**Level 3:** Inputs to the valuation methodology are unobservable, reflecting the entity's own assumptions about assumptions market participants would use in pricing the asset or liability.

**Income taxes:** The Company is a single-member limited liability company which is disregarded for federal and state income tax purposes. All income tax liabilities and/or benefits associated with the Company's operations are passed through to the member. However, a wholly owned subsidiary of the Company is a taxable entity and as such accounts for income taxes in accordance with the FASB ASC 740, Income Taxes.

Deferred income taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss and tax credit carryforwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion of or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment. All deferred income tax assets and liabilities are presented as noncurrent for all periods presented in the consolidated financial statements.

When tax returns are filed, it is highly certain that some positions taken would be sustained upon examination by the taxing authorities, while others are subject to uncertainty about the merits of the position taken or the amount of the position that would ultimately be sustained. As it relates to the Company's accounting for uncertainty in income taxes, the benefit of a tax position is recognized in the consolidated financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions. Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefit that is more than 50% likely of being realized upon settlement with the applicable taxing authority. The portion of the benefits associated with tax positions that exceeds the amount measured as described above (if any) would be reflected as a liability for unrecognized tax benefits in the accompanying consolidated balance sheets.

In the event the Company were to recognize interest and penalties related to uncertain tax positions, it would be recognized in the consolidated financial statements as income tax expense. The Company did not have any uncertain tax positions that would affect the consolidated results of operations and financial position for the years ended December 31, 2023 and 2022 and the successor and predecessor periods.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Business and Significant Accounting Policies (Continued)

**Loss contingencies:** Certain conditions may exist as of the date the consolidated financial statements are issued. Such conditions may result in a loss to the Company but will only be resolved when one or more future events occur or fail to occur. The Company assesses such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company evaluates, with the assistance of its legal counsel, the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein. In the event a loss contingency is subject to certain indemnification agreements, the Company recognizes an asset related to an indemnification recovery only when realization is deemed probable, and only to the extent of the related loss recognized in the consolidated financial statements. All loss contingency accruals and related indemnification assets are included on the accompanying consolidated balance sheets in accrued expenses and prepaid expenses as of December 31, 2023 and 2022. As of December 31, 2023 and 2022, there are approximately \$0 and \$28,000, respectively, of loss contingencies in accrued expenses and no prepaid assets for indemnified cases. There were no loss contingencies as of December 31, 2023.

**Leases:** The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company recognizes most leases on its balance sheets as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Leases are classified as either finance leases or operating leases based on certain criteria. Classification of the lease affects the pattern of expense recognition in the income statement.

The Company made an accounting policy election available not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease (or January 1, 2022, for existing leases upon the adoption of ASC Topic 842, Leases). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives received. To determine the present value of lease payments, the Company made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of Topic 842).

Future lease payments may include fixed-rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes of an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Residual value guarantees or payments for terminating the lease are included in the lease payments only when it is probable they will be incurred.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Business and Significant Accounting Policies (Continued)

The Company has made an accounting policy election to account for lease and nonlease components in its contracts as a single lease component for its real estate, vehicle and equipment asset classes. The nonlease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

**Accounting pronouncements adopted:** In April 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2020-04, *Reference Rate Reform (Topic 848)*. The FASB issued ASU 2020-04 to provide optional expedients and exceptions for applying U.S. GAAP to contract modifications, hedging relationships and other transactions affected by the anticipated transition away from London Interbank Offered Rate (LIBOR). The Company adopted ASU 2020-04 effective January 1, 2023. The adoption of this standard did not have a material impact on the accompanying financial statements.

In June 2016, the FASB issued guidance (FASB ASC 326) which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the company that are subject to the guidance in FASB ASC 326 were trade accounts receivable and notes receivable. The Company adopted the standard effective January 1, 2023. The impact of the adoption was not considered material to the financial statements due to the short duration of customers' trade receivables and notes receivable. The Company does not have any available-for-sale debt securities.

**Subsequent events:** Management has evaluated subsequent events through March 26, 2024, which is the date the consolidated financial statements were available to be issued.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 2. Business Combinations

##### R & B

On May 31, 2023, the Company acquired 100% all the outstanding equity interests of R & B for total consideration of approximately \$3,223,000. The transaction was primarily funded through \$2,500,000 in long-term debt borrowings and cash of approximately \$500,000, net of aggregate transaction costs, and working capital adjustment amounting to approximately \$223,000.

The business combination was accounted for under the acquisition method of accounting. Under the acquisition method of accounting, the results of operations of the acquired business are included in the accompanying consolidated financial statements from the date of acquisition. The net assets acquired were adjusted to their estimated fair values as of the date of acquisition.

The components of the preliminary purchase price allocation are summarized in the following table, based on the information available to management through the issuance date of the consolidated financial statements:

Franchisees' accounts receivable	\$ 494,000
Notes receivable from franchisees	158,000
Prepaid expenses and other current assets	25,000
Inventory	4,000
Other assets	16,000
Goodwill	3,085,000
Total assets acquired	<u>3,782,000</u>
Accounts payable	500,000
Accrued expenses	59,000
Total liabilities assumed	<u>559,000</u>
Net assets acquired	<u>\$ 3,223,000</u>

The business combination described was accounted for under the acquisition method of accounting. Under the acquisition method of accounting the results of operations of the acquired business are included in the accompanying consolidated financial statements from the date of acquisition forward. The total purchase price has been allocated to assets acquired and liabilities assumed in connection with the acquisition based on their estimated fair values.

The purchase price of \$3,223,000 exceeded the fair value of net assets acquired. Accordingly, the Company recognized the excess of purchase price over the fair value of the net assets of acquired \$3,085,000 as goodwill. The goodwill arises from the cumulative processes, procedures and knowledge of the Company's workforce. None of the goodwill is expected to be deductible for income tax purposes. The fair value of the remaining assets acquired and liabilities assumed were not significantly different from their carrying value.

Acquired notes receivable, of approximately \$158,000, consists of gross contractual receivables with no reduction for contractual cash flows as management deemed all receivables to be collectible. Acquired franchisees' accounts receivable, of approximately \$494,000, consists of gross contractual receivables of with no reduction for contractual cash flows as management deemed all receivables to be collectible.

In connection with the acquisition, the Company incurred transaction costs of approximately \$36,000 which were expensed as incurred, and included in selling, general and administrative expenses in the accompanying consolidated statements of income for the year ended December 31, 2023.



## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 2. Business Combinations (Continued)

##### Warjon

On January 31, 2022, the Company acquired 100% all the outstanding equity interests of Warjon for total consideration of approximately \$10,798,000. The transaction was primarily funded through \$8,580,000 in long-term debt borrowings and cash of approximately \$1,918,000, net of aggregate transaction costs, and working capital adjustment amounting to approximately \$300,000.

The business combination was accounted for under the acquisition method of accounting. Under the acquisition method of accounting, the results of operations of the acquired business are included in the accompanying consolidated financial statements from the date of acquisition. The net assets acquired were adjusted to their estimated fair values as of the date of acquisition.

The components of the preliminary purchase price allocation are summarized in the following table, based on the information available to management through the issuance date of the consolidated financial statements:

Cash	\$ 90,000
Franchisees' accounts receivable	1,283,000
Notes receivable from franchisees	827,000
Prepaid expenses and other current assets	23,000
Other assets	106,000
Equipment and leasehold improvements	56,000
Operating right of use assets	498,000
Goodwill	10,046,000
Total assets acquired	<u>12,929,000</u>
Accounts payable	1,310,000
Accrued expenses	323,000
Operating lease liabilities	498,000
Total liabilities assumed	<u>2,131,000</u>
Net assets acquired	<u>\$ 10,798,000</u>

The business combination described was accounted for under the acquisition method of accounting. Under the acquisition method of accounting the results of operations of the acquired business are included in the accompanying consolidated financial statements from the date of acquisition forward. The total purchase price has been allocated to assets acquired and liabilities assumed in connection with the acquisition based on their estimated fair values.

Acquired notes receivable, of approximately \$827,000, consists of gross contractual receivables of approximately \$877,000 after reduction for approximately \$50,000 for contractual cash flows that are estimated to be uncollectible. Acquired franchisees' accounts receivable, of approximately \$1,283,000, consists of gross contractual receivables of approximately \$1,292,000 after reduction for \$9,000 of contractual cash flows that are estimated to be uncollectible.

The purchase price of \$10,798,000 exceeded the fair value of net assets acquired. Accordingly, the Company recognized the excess of purchase price over the fair value of the net assets of acquired \$10,046,000 as goodwill. The goodwill arises from the cumulative processes, procedures and knowledge of the Company's workforce. None of the goodwill is expected to be deductible for income tax purposes. The fair value of the remaining assets acquired and liabilities assumed were not significantly different from their carrying value.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 2. Business Combinations (Continued)

In connection with the acquisition, the Company incurred transaction costs of approximately \$40,000, which were expensed as incurred, and included in selling, general and administrative expenses in the accompanying consolidated statements of income for the year ended December 31, 2022.

##### CNA Acquisition, LLC

On June 30, 2021, by the effects of an Asset Purchase Agreement, the Company, purchased all the outstanding equity of CNA Acquisition, LLC, in exchange for total consideration of \$163,726,000, after working capital adjustments. The consideration transferred was funded through capital contributions of approximately \$71,253,000 and debt with a third-party lender of approximately \$92,473,000, net of transaction expenses and deferred financing costs of \$4,683,000 and \$2,844,000, respectively.

The business combination was accounted for under the acquisition method of accounting. Under the acquisition method of accounting, the results of operations of the acquired business are included in the accompanying consolidated financial statements from the date of acquisition. The net assets acquired were adjusted to their estimated fair values as of the date of acquisition.

The components of the preliminary purchase price allocation are summarized in the following table, based on the information available to management through the issuance date of the consolidated financial statements:

Cash	\$ 4,037,000
Restricted cash	507,000
Franchisees' accounts receivable	16,695,000
Inventories	564,000
Prepaid expenses and other current assets	2,725,000
Notes receivable from franchisees	8,362,000
Equipment and leasehold improvements	1,332,000
Intangible assets	109,585,000
Goodwill	84,485,000
Other assets	1,025,000
Total assets acquired	<u>229,317,000</u>
Outstanding checks in excess of cash balances	2,760,000
Accounts payable	23,427,000
Accrued expenses	7,192,000
Self-insurance reserves	1,152,000
Deferred revenue	6,044,000
Deferred tax-liabilities, net	25,016,000
Total liabilities assumed	<u>65,591,000</u>
Net assets acquired	<u>\$ 163,726,000</u>

Acquired notes receivable, of approximately \$8,362,000, consists of gross contractual receivables of approximately \$12,161,000 after reduction for approximately \$3,712,000 in fair value adjustments and approximately \$87,000 for contractual cash flows that are estimated to be uncollectible. Acquired franchisees' accounts receivable, of approximately \$16,695,000, consists of gross contractual receivables of approximately \$17,424,000 after reduction for \$729,000 of contractual cash flows that are estimated to be uncollectible.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 2. Business Combinations (Continued)

The fair values of the intangible assets acquired, consisted of \$5,110,000 in trademark assets, \$80,700,000 in janitorial franchise relationships and \$23,775,000 in master franchise relationships, which were estimated by applying discounted cash flow models. The fair value measurements were based on significant inputs that are not observable (Level 3). Management, in consultation with independent third-party valuation experts, estimates fair values based upon market participant assumptions they believed to be reasonable. These estimates are based on historical experience and information obtained from management. Critical estimates in valuing certain of the intangible assets include future expected cash flows from revenue, assumptions about the period of time the acquired intangible assets will continue to be used by the Company, and discount rates applied to the expected cash flows. The assumptions made by management in determining the fair value included a discount rate based on a weighted-average cost of capital of 19.1%, an estimated average growth rate of 3%, an estimated attrition rate for franchisee relationships of 14% and a royalty rate of 1.0%.

The purchase price of \$163,726,000 exceeded the preliminary fair value of the net assets acquired. Accordingly, the Company recognized the excess of purchase price over the fair value of the net assets of \$84,485,000 as goodwill. The goodwill arises from the cumulative processes, procedures and knowledge of the Company's workforce. None of the goodwill is expected to be deductible for income tax purposes.

In connection with the acquisition, the Company incurred transaction costs of \$4,683,000, which were expensed as incurred and included in the accompanying consolidated statements of changes in equity as opening equity as of July 1, 2021.

The carrying value of goodwill as of December 31, 2023 and 2022, is as follows:

Goodwill at December 31, 2020	\$ 59,085,000
Measurement period adjustment	64,000
Goodwill at June 30, 2021	<u>\$ 59,149,000</u>
<hr/>	
Goodwill at July 1, 2021	\$ 84,485,000
Change in carrying amount	-
Goodwill at December 31, 2021	84,485,000
Measurement period adjustment	1,330,000
Goodwill recognized in acquisition of Warjon	10,046,000
Goodwill at December 31, 2022	95,861,000
Goodwill recognized in acquisition of R&B	3,085,000
Goodwill at December 31, 2023	<u>\$ 98,946,000</u>

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 3. Notes Receivable from Franchisees

The notes receivable from franchisees represent the Company's financing of the initial franchise fees and the sale of additional business volume and equipment to Janitorial franchise owners. The Janitorial franchisee notes receivable are due generally over 12 to 36 months with interest primarily at 12% per annum. Janitorial franchisee notes are unsecured. Equipment notes are due generally over 12 to 24 months, with interest primarily at 18% per annum. Master franchisee notes receivable are due generally over 60 months, with interest ranging from 7% to 12% per annum. The Company has the right to reclaim the territory from the master franchisee under certain defined circumstances in the service franchise agreement.

Notes receivable as of December 31, 2023 and 2022, are as follows:

	2023	2022
Notes receivable	\$ 9,043,000	\$ 9,941,000
Less allowance for credit losses	2,071,000	2,414,000
	6,972,000	7,527,000
Less current maturities	5,546,000	5,913,000
Notes receivable, long-term	<u>\$ 1,426,000</u>	<u>\$ 1,614,000</u>

Notes receivable as of December 31, 2023, are scheduled to be repaid as follows:

Years ending December 31:	
2024	\$ 7,105,000
2025	1,804,000
2026	134,000
	<u>\$ 9,043,000</u>

An aging analysis of past due financing receivables as of December 31, 2023 and 2022, is as follows:

	2023	2022
Current	\$ 8,490,000	\$ 9,174,000
30-60 days past due	362,000	327,000
61-90 days past due	74,000	164,000
Greater than 90 days	117,000	276,000
	<u>\$ 9,043,000</u>	<u>\$ 9,941,000</u>

The Company provides an allowance for credit losses accounts based upon the anticipated collectability of each specific account. A summary of the changes in the allowance for credit losses for the years ended December 31, 2023 and 2022, and for the successor and predecessor periods is as follows:

	2023	2022	Successor Period	Predecessor Period
Balance at beginning of period	\$ 2,414,000	\$ 178,000	\$ -	\$ 3,176,000
Write-offs	(750,000)	(129,000)	-	(180,000)
Provisions	407,000	2,365,000	178,000	136,000
Balance at end of period	<u>\$ 2,071,000</u>	<u>\$ 2,414,000</u>	<u>\$ 178,000</u>	<u>\$ 3,132,000</u>

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 4. Equipment and Leasehold Improvements

Equipment and leasehold improvements consist of the following as of December 31, 2023 and 2022:

	2023	2022
Equipment	\$ 413,000	\$ 1,351,000
Furniture and fixtures	252,000	170,000
Leasehold improvements	84,000	78,000
Internally developed software	139,000	365,000
Construction in progress	3,256,000	2,015,000
	4,144,000	3,979,000
Less accumulated depreciation	195,000	1,125,000
	<u>\$ 3,949,000</u>	<u>\$ 2,854,000</u>

Depreciation expense related to equipment and leasehold improvements was approximately \$577,000, \$791,000, \$416,000, and \$461,000 for years ended December 31, 2023 and 2022, and for the successor and predecessor periods, respectively.

#### Note 5. Intangible Assets

The gross carrying amount of the definite lived intangible assets and related accumulated amortization as of December 31, 2023 and 2022, is summarized as follows:

2023			
	Weighted Average Useful Life (Years)	Gross Carrying Amount	Net Carrying Amount
Franchise relationships	9	\$ 104,475,000	\$ 29,727,000
Trademark	15	5,110,000	852,000
		<u>\$ 109,585,000</u>	<u>\$ 30,579,000</u>

  

2022			
	Weighted Average Useful Life (Years)	Gross Carrying Amount	Net Carrying Amount
Franchise relationships	9	\$ 104,475,000	\$ 17,805,000
Trademark	15	5,110,000	511,000
		<u>\$ 109,585,000</u>	<u>\$ 18,316,000</u>

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 5. Intangible Assets (Continued)

Amortization expense for the years ended December 31, 2023 and 2022, and the successor and predecessor periods, amounted to approximately \$12,263,000, \$12,253,000, \$6,063,000, and \$2,076,000, respectively. During the year ended December 31, 2021, the Company wrote off \$1,163,000 of fully amortized intangibles for the master relationship related to the purchase of the stock of Plymouth Ridge, Inc., d/b/a Coverall of Twin Cities, and recorded \$707,000 of intangible assets for the acquired franchisee relationships.

Future expected amortization expense as of December 31, 2023, is as follows:

Years ending December 31:

2024	\$ 12,263,000
2025	12,263,000
2026	12,263,000
2027	12,263,000
2028	12,263,000
Thereafter	17,691,000
	<u>\$ 79,006,000</u>

#### Note 6. Long-Term Debt and Revolving Line of Credit

In connection with the 2021 business combination described in Note 2, the Company entered into a credit facility agreement with a financial institution that contains a revolving line of credit with an aggregate principal amount not to exceed \$7,500,000, a delayed draw term loan in the aggregate principal amount of \$15,000,000, and a term loan in an aggregate principal amount of \$100,000,000.

Long-term debt consists of the following as of December 31, 2023 and 2022:

	2023	2022
Unsecured promissory notes (a)	\$ 1,639,000	\$ 1,806,000
Delayed draw term loan (b)	5,976,000	6,319,000
Term loan (c)	93,486,000	96,892,000
	<u>101,101,000</u>	<u>105,017,000</u>
Less debt issuance costs	1,467,000	2,036,000
Less current maturities	4,249,000	5,640,000
	<u>\$ 95,385,000</u>	<u>\$ 97,341,000</u>

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 6. Long-Term Debt and Revolving Line of Credit (Continued)

The future maturities of long-term debt as of December 31, 2023, are as follows:

Years ending December 31:

2024	\$ 4,249,000
2025	1,755,000
2026	93,882,000
2027	878,000
2028	337,000
	<u>\$ 101,101,000</u>

- (a) The Company issued various unsecured promissory notes amounting to approximately \$1,639,000 and \$2,080,000, as of December 31, 2023 and 2022, respectively, bearing interest ranging from 5-6% per annum. The notes are payable in quarterly installments commencing on June 30, 2022, and maturing on May 31, 2028.
- (b) The outstanding borrowings of the delayed draw term loan bear interest at the Secured Overnight Financing Rate (SOFR) plus 6.50%, provided that at no time SOFR shall be less than 1.00% (11.27% as of December 31, 2023). The outstanding borrowings of the delayed draw term loan are payable quarterly installments, calculated as 0.375% times the original principal amount of any funded delayed draw term loan, with a final balloon principal payment equaling any unpaid borrowings due and payable on June 30, 2026. As of December 31, 2023 and 2022, there were no amounts available to be drawn on the delayed draw term loan as the availability for additional funding on the credit facility expired on December 31, 2022.
- (c) The outstanding principal of the term loan is payable in quarterly installments of \$375,000, commencing on October 1, 2021, with a final balloon principal payment equaling any unpaid borrowings due and payable on June 30, 2026. Outstanding borrowings bear interest at the SOFR plus 6.50%, provided that at no time LIBOR shall be less than 1.00% (11.27% as of December 31, 2023).

The credit facilities include a mandatory prepayment in the event the Company has excess cash flows, as defined in the agreement. As of December 31, 2023 and 2022, there were approximately \$2,000,000 and \$3,217,000, respectively, in prepayments required to be made as a result of an excess cash flow, which are included in current maturities of long-term debt in the accompanying balance sheets. Borrowings are collateralized by substantially all the assets of the Company. The loan agreement contains certain restrictive covenants requiring, among other things, the maintenance of certain minimum financial ratios.

**Revolving lines of credit:** The outstanding principal of any revolving loans are due and payable on June 30, 2026. Outstanding borrowings bear interest at the SOFR rate plus 6.50%, provided that at no time SOFR shall be less than 1.00% (11.27% as of December 31, 2023). There are no outstanding borrowings of under the revolving line of credit as of December 31, 2023 and 2022.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 7. Income Taxes

Net deferred tax assets and liabilities consist of the following components as of December 31, 2023 and 2022:

	2023	2022
Deferred tax assets:		
Transaction costs	\$ 1,016,000	\$ 1,118,000
Accrued expenses	746,000	451,000
Allowance for doubtful accounts	757,000	246,000
Deferred revenue	864,000	941,000
Self-insurance reserves	278,000	202,000
Business interest limitation	1,685,000	1,145,000
Other	409,000	241,000
Total deferred tax assets	5,755,000	4,344,000
Deferred tax liabilities:		
Equipment and leasehold improvements	(39,000)	(97,000)
Intangible assets	(20,640,000)	(24,504,000)
Prepaid expenses	(490,000)	(411,000)
Total deferred tax liabilities	(21,169,000)	(25,012,000)
Net deferred tax liabilities	\$ (15,414,000)	\$ (20,668,000)

The components of the provision for (benefit from) income taxes for the years ended December 31, 2023 and 2022, and for the successor and predecessor periods are as follows:

	2023	2022	Successor Period	Predecessor Period	2020
Current	\$ 5,395,000	\$ 3,835,000	\$ 1,230,000	\$ 2,477,000	\$ 3,558,000
Deferred	(5,254,000)	(3,496,000)	(2,182,000)	(1,517,000)	(1,378,000)
Total income tax expense (benefit)	\$ 141,000	\$ 339,000	\$ (952,000)	\$ 960,000	\$ 2,180,000

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security (CARES) Act was signed into law. Due to the CARES Act, all employers can defer for up to two years the deposit and payment of their share of the social security tax on employees' wages. Amounts normally due between March 27, 2020 and December 31, 2020, can be deferred with 50% required to be paid by December 31, 2021, and the remaining 50% by December 31, 2022. The Company's remaining deferral of approximately \$1,242,000 as of December 31, 2021, was included in accrued expenses on the accompanying consolidated balance sheets. During the year ended December 31, 2022, the Company paid the remaining deferral of social security tax on employee's wages.



## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 8. Commitments and Contingencies

**Leases:** The Company leases real property facilities under agreements accounted for as operating leases, which contain renewal, options and escalation provisions that expire on various dates through September 2027. The components of lease expense are as follows for the year ended December 31, 2023 and 2022:

	2023	2022
Operating lease cost	\$ 3,111,000	\$ 2,215,000
Short-term and variable lease cost	1,103,000	1,708,000
Total lease cost	<u>\$ 4,214,000</u>	<u>\$ 3,923,000</u>

Rent expense, under operating leases totaled approximately \$4,214,000, \$3,923,000, \$1,798,000, and \$1,747,000, respectively, for the years ended December 31, 2023 and 2022 and for the successor and predecessor periods.

Future undiscounted cash flows for each of the next five years and thereafter and a reconciliation to the lease liabilities recognized on the consolidated balance sheets are as follows as of December 31, 2023:

2024	2,939,000
2025	1,915,000
2026	1,385,000
2027	1,043,000
2028	191,000
Total lease payments	<u>7,473,000</u>
Less imputed interest	<u>(295,000)</u>
Total present value of lease liabilities	<u>\$ 7,178,000</u>

Supplemental consolidated balance sheet information related to leases is as follows as of December 31, 2023 and 2022:

	2023	2022
Operating leases:		
Operating lease right-of-use assets	<u>\$ 6,946,000</u>	<u>\$ 6,398,000</u>
Operating lease liabilities, current	\$ 2,800,000	\$ 2,219,000
Operating lease liabilities, non-current	4,378,000	4,292,000
Total operating lease liabilities	<u>\$ 7,178,000</u>	<u>\$ 6,511,000</u>
Weighted-average remaining lease term—operating leases	3.16 years	3.33 years
Weighted-average discount rate—operating leases	1.95%	1.26%

**Self-insurance programs:** Effective March 1, 2005, the Company became self-insured for its general liability insurance; in which claims are subject to a \$150,000 Company self-retention amount. Under this program, the estimated liability on claims incurred and claims incurred but not reported as of December 31, 2023 and 2022, was approximately \$869,000 and \$578,000, respectively.

Effective April 1 2022, the Company became self-insured for its health plan insurance; in which claims are subject to a \$100,000 per plan participant, per year Company self-retention amount. Under this program, the estimated liability on claims incurred and claims incurred but not reported as of December 31, 2023 and 2022, was approximately \$200,000 and \$182,000, respectively.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 8. Commitments and Contingencies (Continued)

**Litigation:** In November 2016, a franchisee in California filed a complaint against the Company, both individually and on behalf of all others similarly situated, claiming that he is an employee, not an independent contractor, and that the Company committed certain wage and hour violations against him and others. The complaint attempts to assert claims against the Company for various violations under the state's labor code and unfair competition laws. The plaintiff seeks, among other things, certification of a class, an unspecified amount of compensatory damages, civil penalties, attorney's fees, costs, interest and injunctive relief ordering the Company to comply with the labor code. The court granted the Company's motion to compel arbitration on April 17, 2017. The plaintiff appealed to the federal appeals court, and also filed an arbitration with the American Arbitration Association (AAA) on July 12, 2017. The AAA closed the arbitration in August 2017, when the plaintiff declined to deposit his portion of the AAA fees. In 2019, the appeals court dismissed the appeal for lack of jurisdiction. The plaintiff then petitioned the trial court to re-open the matter, and the court denied the petition. The plaintiff appealed the denial to the 9th Circuit Court of Appeals. The 9th Circuit remanded the case to the trial court to reconsider its decision in light of a specific case. The matter has been briefed with the trial court and it is considering whether to hold a hearing. This 9th Circuit heard Oral argument on July 7, 2020. On October 21, 2020, the 9th Circuit remanded the matter to the District Court to reconsider its decision on plaintiff's motion to reopen the case in light of new 9th Circuit case authority. Both sides completed briefing to the District Court regarding the new authority, and on December 8, 2022 the District Court denied the plaintiff's renewed motion to reopen the case. On December 18, 2022, Gonzalez appealed that decision to the 9th Circuit. The appeal was heard on February 22, 2024, and the 9th Circuit has not yet issued a decision on the appeal. The Company disputes these claims and is vigorously defending this action.

A franchisee in California filed an arbitration with the AAA on February 6, 2018, claiming that the Company violated various sections of the California Labor Code. The arbitration asserted claims under the California Private Attorney General Act (PAGA) on the franchisee's behalf and on behalf of similarly situated aggrieved Coverall franchisees. The AAA closed the matter when the franchisee did not pay its fees, and the franchisee then filed a claim in federal court. The franchisee seeks: (i) unreimbursed business expenses in violation of the California Labor Code; (ii) unauthorized deductions in violation of the California Labor Code; and (iii) damages based on various alleged California Labor Code violations. The franchisee also seeks all applicable penalties pursuant to PAGA, including those due to the following alleged conduct: (i) charging "cleaning workers" for their jobs and failing to reimburse them for all necessary expenditures; (ii) failing to provide itemized wage statements in violation of the California Labor Code; (iii) taking unauthorized deductions from its workers' pay in violation of the California Labor Code; (iv) failing to pay all wages twice in each calendar month and paying them late in violation of the California Labor Code; and (v) failing to maintain payroll records in violation of the California Labor Code. The Company and the franchisee unsuccessfully attempted to mediate the claim twice. Settlement discussions from the 2nd mediation are continuing. The Company moved to dismiss the action. The court ruled to dismiss part of the claim but gave the claimant the right to revise the complaint and re-file, which he did. Plaintiff filed a motion for summary judgment. On November 18, 2019, the Company filed motion to compel arbitration based on then-recent law issued by the U.S. Supreme Court. On January 21, 2020, the court denied a motion by the Company to move the matter to arbitration. On February 7, 2020, the Company filed a notice of appeal of that denial to the 9th Circuit Court of Appeals. The 9th Circuit ruled that the PAGA matter was not subject to arbitration and remanded to the trial court. The Company filed a petition for Re-Hearing *en Banc*, which the 9th Circuit denied. The Company petitioned the U.S. Supreme Court for a writ of certiorari regarding whether the plaintiff could be compelled to arbitrate in the context of a PAGA claim.

## **Coverall Acquisition, LLC and Subsidiaries**

### **Notes to Consolidated Financial Statements**

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#### **Note 8. Commitments and Contingencies (Continued)**

On October 19, 2021, the Supreme Court asked the plaintiff's counsel to respond to the Company's petition. In December 2021, the Supreme Court agreed to hear a companion case regarding the same PAGA arbitration issue, and ultimately issued a decision holding that PAGA representative claims could be arbitrated individually and that a PAGA claim must be dismissed once an individual's PAGA claim is sent to arbitration. The Supreme Court then granted the Company's petition, reversed the 9th Circuit, and remanded the matter to the 9th Circuit for further proceedings.

On September 21, 2022, the 9th Circuit remanded the matter to the District Court, which, on November 28, 2022, compelled arbitration of Rivas' individual claims and dismissed Rivas' non-individual claims. On December 18, 2022, Rivas appealed that decision to the 9th Circuit. The appeal was heard on February 22, 2024, and the 9th Circuit has not yet issued a decision on the appeal. The Company intends to vigorously defend this action, although management is unable to make an estimate on the amount or range of loss that could result from an unfavorable outcome on this matter.

In January 2019, two franchisees of the Company's Master in Connecticut filed a putative class action in federal court in Connecticut against the Company claiming to be employees and asserting violations of Connecticut employment law. The Master franchise owner owns the exclusive rights for the state of Connecticut to operate a Coverall business, and the Company does not have operations in the state. The Company filed a motion to dismiss or in the alternative to send the matter to arbitration on March 20, 2019. After a hearing on March 6, 2020, the court denied the motion to dismiss and granted the motion to stay and compel arbitration of the claims. One of the claimants settled in 2023 and is no longer a party to this lawsuit. The Company arbitrated with the other claimant, and on February 1, 2022, the arbitrator issued an interim decision in favor of the claimant. The parties stipulated to damages of approximately \$56,000 and The Company paid this amount in July 2022. Plaintiff then brought a motion with the district court seeking to confirm the already-paid award and make the award public. The district court granted that motion and Coverall subsequently appealed that decision. The appeal has been stayed pending the resolution of a petition for writ of certiorari in an unrelated case that has a similar question of fact. The Company contends that Plaintiff is wrong in their arguments and is vigorously defending its position. The Company feel the likelihood of an unfavorable ruling is unlikely but as this matter is more procedural than damage related (i.e. the unsealing of an arbitration that has already been paid), any damage exposure is minimal.

In addition, the Company is also involved in litigation that arises in the ordinary course of business. While the Company intends to defend vigorously these actions, management is unable to make an estimate of the amount or range of loss that could result from an unfavorable outcome of these matters. Management believes that the ultimate outcome should not have a material adverse effect on the Company's consolidated financial statements.

#### **Note 9. Related-Party Transactions**

On June 30, 2021, the Company entered into a five-year renewable management services agreement with Wellspring Capital Management, an entity related to the Company's member, to render management, consulting and advisory services. The agreement requires the Company to pay a yearly monitoring fee of \$500,000, payable quarterly in installments of \$125,000, plus any other allowable reimbursable expenses. Monitoring fees for the years ended December 31, 2023 and 2022, and the successor period were approximately \$500,000, \$500,000 and \$250,000, respectively, are included in selling, general and administrative expenses in the accompanying consolidated statements of income.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

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#### Note 9. Related-Party Transactions (Continued)

On November 2, 2015, the CNA entered into a management agreement with ICV Capital Partners, an entity formerly related to CNA, for management and consulting services. During the predecessor period, the Company incurred \$517,000 in management and consulting fees which are included on the accompanying consolidated statements of income in selling, general and administrative expenses. In connection with the 2021 business combination transaction described in Note 2, this agreement was terminated.

#### Note 10. Equity Compensation

On June 30, 2021, WCP Coverall TopCo, LLC, the Company's Parent, adopted an equity incentive plan (the Plan) to provide an incentive to attract, retain and reward eligible employees and consultants and to motivate such persons to contribute to the growth and profitability of the Company. The profits interests units are granted with no exercise price or payment by the employee (grantee) and have no voting rights. At December 31, 2023 and 2022, there were an aggregate 79,302 units available under the plan. The awarded profit interest units vest in separate tranches as follows: one-third of the awarded units will vest over time (Time-Based Units) and two-thirds of the Awarded Units will vest subject to the satisfaction of certain performance conditions (Performance-Based Units).

The fair value of each award is estimated on the date of grant using the Black-Scholes option-pricing model that uses the assumptions noted in the following table. The Company uses historical volatility data of comparable public companies for expected volatility and estimates the expected term of its incentive units based on the historical life of the Company's equity. The expected term represents an estimate of the term the units are expected to remain outstanding. The risk-free rate for periods within the contractual life of the option is based on the U.S. treasury yield curve in effect at the time of grant.

Expected volatility	56.0%
Risk-free rate of return	0.83%
Expected option term (years)	5
Discount for lack of marketability	25%
Dividends	None

**Time-Based Units:** The Time-Based Units generally vest ratably over a five-year period (as defined in Plan) and are subject to the grantee's continuous employment with the Company. Any portion not vested as of the grantee termination date will be immediately forfeited. In the event of a change in control (as defined in the Plan), Time-Based Units awarded under the Plan will be deemed fully vested, subject to the grantee continuous employment through the change in control.

**Performance-Based Units:** Subject to the grantee continuous employment with the Company, the Performance-Based Units vest in two separate tranches:

- 50% of the Performance-Based Units vest upon a change in control, as defined in the agreement, and if the return of the invested capital is equal to at least two times the amount of the invested capital and the investors realize a 15% rate of return on invested capital per annum, as defined in the agreement.
- 50% of the Performance-Based Units vest upon a change in control, as defined in the agreement, and if the return of the invested capital is equal to at least three times the amount of the invested capital and the investors realize a 15% rate of return on invested capital per annum, as defined in the agreement.

## Coverall Acquisition, LLC and Subsidiaries

### Notes to Consolidated Financial Statements

#### Note 10. Equity Compensation (Continued)

A summary of the profits interest units outstanding as of December 31, 2023 and 2022, are presented below:

	Time-Based Units	Performance- Based Units	Weighted Average Grant Date Fair Value	Weighted Average Remaining Contractual Term (Years)
Outstanding at July 1, 2021	-	-	\$ -	-
Issued	21,681	43,362	12.91	
Exercised	-	-	-	
Forfeited	-	-	-	
Outstanding at December 31, 2021	21,681	43,362	12.91	4.72
Issued	4,760	9,520	17.45	
Exercised	-	-	-	
Forfeited	(2,513)	(5,026)	12.91	
Outstanding at December 31, 2022	23,928	47,856	13.81	4.25
Issued	631	1,260	17.47	-
Exercised	-	-	-	-
Forfeited	(397)	(794)	12.90	-
Outstanding at December 31, 2023	23,928	47,856	\$ 13.81	3.02

The fair value of the profits interest was estimated using the fair value of the Company's Parent utilizing a market approach. The fair value measurements were based on significant inputs that are not observable, and are considered a Level 3 item under the fair value hierarchy. The fair value of the profits interest were determined to be approximately \$33,000, \$249,000 and \$839,000, for all profits interests granted during the years ended December 31, 2023 and 2022 and the successor period, respectively.

During the years ended December 31, 2023 and 2022, and the successor period, no profits interest vested and compensation costs related to the Time-Based Units amounting to approximately \$174,000, \$167,000 and \$77,000, respectively, were charged to operations. As of December 31, 2023, unrecognized compensation amounted to approximately \$635,000 and \$112,000 for the Time and Performance-Based Units. The compensation expense related to the Time-Based Units is expected to be recognized over an average remaining period of 3.02 years.

#### 2016 equity incentive plan

In April 2016, the Company's subsidiary, CNA Acquisition LLC, adopted an equity incentive plan (2016 Equity Incentive Plan) to provide an incentive to attract, retain and reward eligible employees. The plan provided for the issuance of profits interests of up to 4,209,722 common units of CNA. The profits interests were granted with no exercise price or payment by the employee (grantee) and had no voting rights. The profits interest units generally vested ratably over a three to five-year period (as defined in the equity incentive plan) and were subject to the employee's continuous employment with the Company. Any portion not vested as of the grantee termination date were immediately forfeited. In connection with the June 30, 2021 change in control, stocks awarded under the 2016 Equity Incentive Plan were deemed fully vested and exercised.

## **Coverall Acquisition, LLC and Subsidiaries**

### **Notes to Consolidated Financial Statements**

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#### **Note 10. Equity Compensation (Continued)**

The fair value of the profits interest was estimated using the fair value of the Company utilizing a market approach. The fair value measurements were based on significant inputs that are not observable, and are considered a Level 3 item under the fair value hierarchy. There were no profit interests granted during the year ended December 31, 2020. During the predecessor period and the year ended December 31, 2020, compensation costs of approximately \$0 and \$107,000, respectively, were charged to operations.

## **GUARANTEE OF PERFORMANCE**

**Form E**  
**GUARANTEE OF PERFORMANCE**

For value received, Coverall Acquisition, LLC, and Subsidiaries, a Delaware limited liability company (the "Guarantor"), located at 350 SW 12<sup>th</sup> Avenue, Deerfield Beach, FL 33607, absolutely and unconditionally guarantees to assume the duties and obligations of COVERALL NORTH AMERICA, INC., located at 350 SW 12th Avenue, Deerfield, FL 33442 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its March 26, 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at 350 SW 12<sup>th</sup> Avenue, Deerfield Beach, FL 33607 on the 25<sup>th</sup> day of March, 2024.

**Guarantor:**

**Coverall Acquisition, LLC, and Subsidiaries**

**By:** 

**Name: Charles Daniel**

**Title: President**



**EXHIBIT C**

**LIST OF ADMINISTRATORS**

**California**

Department of Financial Protection and Innovation  
320 West 4<sup>th</sup> Street Suite 750  
Los Angeles, CA 90013

2101 Arena Boulevard  
Sacramento, CA 95834  
1-866-275-2677

[Ask.DFPI@dfpi.ca.gov](mailto:Ask.DFPI@dfpi.ca.gov)

**Connecticut**

Securities & Business Investment Division  
Connecticut Department of Banking  
44 Capitol Avenue  
Hartford, Connecticut 06106

**Hawaii**

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

**Illinois**

Office of Attorney General  
Franchise Division  
500 South Second Street  
Springfield, IL 62706

**Indiana**

Indiana Secretary of State  
Securities Division  
302 West Washington, Rm. E-111  
Indianapolis, Indiana 46204

**Maryland**

Office of the Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202

**Michigan**

Michigan Department of Attorney General  
Consumer Protection Division  
Antitrust and Franchise Unit  
670 Law Building  
Lansing, MI 48913

**Minnesota**

Commissioner of Commerce  
85 Seventh Place East, Suite 280  
St. Paul, Minnesota 55101

**New York**

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, NY 10005

**North Dakota**

North Dakota Securities Department  
600 East Boulevard, Fourteenth Floor, Dept 414  
Bismarck, ND 58505-0510

**Rhode Island**

Department of Business Regulation  
Division of Securities  
1511 Pontiac Avenue, Building 69-1  
Cranston, RI 02920

**South Dakota**

Department of Labor and Regulation  
Division of Insurance  
Securities Regulation  
124 South Euclid Suite 104  
Pierre, SD 57501-3185

**Virginia**

State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 9th Floor  
Richmond, Virginia 23219

**Washington**

Department of Financial Institutions  
Securities Division  
P.O. BOX 41200  
Olympia, WA 98504-1200

**Wisconsin**

Wisconsin Department of Financial Institutions  
345 W. Washington Avenue  
Madison, WI 53703

AGENTS FOR SERVICE OF PROCESS

**California**

Commissioner Of Financial Protection and Innovation 2101  
Arena Boulevard  
Sacramento, CA 95834

**Hawaii**

Hawaii Commissioner of Securities  
Commerce and Consumer Affairs  
335 Merchant Street, Room 203  
Honolulu, HI 96813

**Illinois**

Illinois Attorney General  
500 South Second Street  
Springfield, IL 62706

**Indiana**

Administration Office of  
the Secretary of State  
201 State House  
Indianapolis, Indiana 46204

**Maryland**

Maryland Securities Commissioner  
200 St. Paul Place  
Baltimore, Maryland 21202-2020

**Michigan**

Michigan Department of Commerce  
Corporations and Securities Bureau  
670 Law Building  
Lansing, MI 48913

**Minnesota**

Commissioner of Commerce  
85 Seventh Place East, Suite 280  
St. Paul, Minnesota 55101

**New York**

New York Department of State  
99 Washington Avenue  
Albany, NY 11231

**North Dakota**

North Dakota Securities Commissioner  
600 East Boulevard, Fourteenth Floor, Dept 414  
Bismarck, ND 58505-0510

**Rhode Island**

Division of Securities  
1511 Pontiac Avenue, Building 69-1  
Cranston, RI 02920

**South Dakota**

Director of the Division of Insurance-Securities Regulation  
South Euclid Suite 104  
Pierre, SD 57501-3185

**Virginia**

Clerk of the State Corporation Commission  
1300 East Main Street, 1st Floor  
Richmond, Virginia 23219

**Washington**

Director of Department of Financial Institutions  
Securities Division  
150 Israel Road SW  
Tumwater, WA 98501

**Wisconsin**

Commissioner of Securities of Wisconsin  
345 W. Washington Avenue  
Madison, WI 53703

An Additional Agent for Service of Process for all states is:

General Counsel  
Coverall North America, Inc.  
350 SW 12th Avenue, Deerfield Beach, FL 33442

**EXHIBIT D**  
**INITIAL EQUIPMENT AND SUPPLY PACKAGE LIST**

**Coverall North America, Inc.**  
**New Franchise Owner Starter-Kit**  
**Initial Equipment and Supply Package List<sup>i</sup>**  
**Package P-3,000**

**Section 1-Business Supplies – Estimated Cost \$990.00<sup>1</sup>**

<b>Reports and Forms</b>			
Customer Acceptance Form	1	<b>Healthcare &amp; Safety Training Materials</b>	
<b><u>Customer Site Survey</u></b>	5	NSC Bloodborne/Airborne Pathogens Course Training Book	1
Sales Brochures	5	Healthcare Facility Sales Flyer	5
Special Service Proposal Agreements	5		
		<b>Professional Supplies</b>	
<b>Employee Forms &amp; Training Materials</b>		Coverall Branded Apparel	3
Sample Employee Job Description	1		
Employee Job Application	1	Franchise Owner ID Badge	1
The Official ISSA Cleaning Times	1	Business Cards for your Franchised Business	200
Employee I-9 Form and Users Guide	1		

**Section 2- Equipment**

HEPA Backpack Vacuum	1	Box of Disposable Nitrile Rubber Gloves	1
Charging Bucket, No-Dip Mop System	1	Door Chock	1
18” Flat Mop Head and Handle	1	Lobby Broom and Dust Pan	1
Color-coded Microfiber Mop Pads	30	Protective Eyewear	1
Color-coded Microfiber Towels	40	Fluid Spill Kit	1
Cleaning Trowel	1	Trash Barrel on Wheels	1
Carpet Spotting Kit	1	Trash Barrel Caddy bag	1
Window Squeegee	1	Bowl Brush & Caddy	1
Window Washer Strip Sleeve	1	Wet Floor Signs	2
Trapezoid Glass Pads	6	16” Flat Trapezoid Head and Handle	1

**Section 3 Chemicals**

Disinfectant/All Purpose Cleaner Concentrate	1 Bottle	SDS and Labels for Above Material	1 set
Neutral Floor Cleaner Concentrate	1 Bottle	Spray Bottles	6
Disinfectant Bowl Cleaner	6 Bottles	Spray Nozzle Triggers	6
Glass/Multipurpose Cleaner	1 Bottle	Pump Sprayer	1

<sup>1</sup>Plus Applicable Sales Tax

**Coverall North America, Inc.**  
**New Franchise Owner Starter-Kit**  
**Initial Equipment and Supply Package List<sup>i</sup>**  
**Package P-4,000**

**Section 1-Business Supplies – Estimated Cost \$1,400.00<sup>1</sup>**

<b>Reports and Forms</b>			
Customer Acceptance Form	1	<b>Healthcare &amp; Safety Training Materials</b>	
<b><u>Customer Site Survey</u></b>	5	NSC Bloodborne/Airborne Pathogens Course Training Book	1
Sales Brochures	5	Healthcare Facility Sales Flyer	5
Special Service Proposal Agreements	5		
		<b>Professional Supplies</b>	
<b>Employee Forms &amp; Training Materials</b>		Coverall Branded Apparel	4
Sample Employee Job Description	1		
Employee Job Application	1	Franchise Owner ID Badge	1
The Official ISSA Cleaning Times	1	Business Cards for your Franchised Business	200
Employee I-9 Form and Users Guide	1		

**Section 2- Equipment**

HEPA Backpack Vacuum	1	Box of Disposable Gloves	1
High Dust Wand Kit	1	Door Chock	1
Charging Bucket, No-Dip Mop System	2	Lobby Broom and Dust Pan	1
18” Flat Mop Head and Handle	1	Protective Eyewear	1
Color-coded Microfiber Mop Pads	66	Fluid Spill Kit	1
Color-coded Microfiber Towels	160	Trash Barrel on Wheels	1
Cleaning Trowel	1	Trash Barrel Caddy bag	1
Carpet Spotting Kit	1	Bowl Brush & Caddy	1
Window Squeegee	1	Wet Floor Signs	2
Window Washer Strip Sleeve	1	Trapezoid Glass Pads	6
16” Trapezoid Head & Handle	1		

**Section 3 Chemicals**

Disinfectant/All Purpose Cleaner Concentrate	1 Bottle	SDS and Labels for Above Material	1 set
Neutral Floor Cleaner Concentrate	1 Bottle	Spray Bottles	12
Disinfectant Bowl Cleaner	6 Bottles	Spray Nozzle Triggers	12
Glass/Multipurpose Cleaner	1 Bottle	Pump Sprayer	1

<sup>i</sup>Plus Applicable Sales Tax

**Coverall North America, Inc.**  
**New Franchise Owner Starter-Kit**  
**Initial Equipment and Supply Package List<sup>i</sup>**  
**Package P-5,000**

**Section 1-Business Supplies – Estimated Cost \$1,975.00<sup>1</sup>**

<b>Reports and Forms</b>			
Customer Acceptance Form	1	<b>Healthcare &amp; Safety Training Materials</b>	
<b><u>Customer Site Survey</u></b>	5	NSC Bloodborne/Airborne Pathogens Course Training Book	1
Sales Brochures	5	Healthcare Facility Sales Flyer	5
Special Service Proposal Agreements	5		
		<b>Professional Supplies</b>	
<b>Employee Forms &amp; Training Materials</b>		Coverall Branded Apparel	4
Sample Employee Job Description	1		
Employee Job Application	1	Franchise Owner ID Badge	1
The Official ISSA Cleaning Times	1	Business Cards for your Franchised Business	200
Employee I-9 Form and Users Guide	1		

**Section 2- Equipment**

HEPA Backpack Vacuum	2	Box of Disposable Gloves	1
High Dust Wand Kit	1	Door Chock	1
Charging Bucket, No-Dip Mop System	1	Lobby Broom and Dust Pan	1
18” Flat Mop Head and Handle	2	Protective Eyewear	1
Color-coded Microfiber Mop Pads	78	Fluid Spill Kit	1
Color-coded Microfiber Towels	184	Trash Barrel on Wheels	1
Cleaning Trowel	1	Trash Barrel Caddy bag	1
Carpet Spotting Kit	1	Bowl Brush & Caddy	1
Window Squeegee	1	Wet Floor Signs	2
Window Washer Strip Sleeve	1	Trapezoid Glass Pads	6
16” Trapezoid Head & Handle	1	Trolley No Dip Mop System	1

**Section 3 Chemicals**

Disinfectant/All Purpose Cleaner Concentrate	1 Bottle	SDS and Labels for Above Material	1 set
Neutral Floor Cleaner Concentrate	1 Bottle	Spray Bottles	12
Disinfectant Bowl Cleaner	6 Bottles	Spray Nozzle Triggers	12
Glass/Multipurpose Cleaner	1 Bottle	Pump Sprayer	1

<sup>1</sup>Plus Applicable Sales Tax

**Coverall North America, Inc.**  
**New Franchise Owner Starter-Kit**  
**Initial Equipment and Supply Package List<sup>1</sup>**  
**Package P-7,000 & Up**

**Section 1-Business Supplies - \$2,550.00<sup>1</sup>**

<b>Reports and Forms</b>			
Customer Acceptance Form	1	<b>Health &amp; Safety Training Materials</b>	
<b><u>Customer Site Survey</u></b>	5	NSC Bloodborne/Airborne Pathogens Course Training Book	1
Sales Brochures	5	Healthcare Facility Sales Flyer	5
Special Service Proposal Agreements	5		
		<b>Professional Supplies</b>	
<b>Employee Forms &amp; Training Materials</b>		Coverall Branded Apparel	4
Sample Employee Job Description	1		
Employee Job Application	1	Franchise Owner ID Badge	1
The Official ISSA Cleaning Times	1	Business Cards for your Franchised Business	200
Employee I-9 Form and Users Guide	1		

**Section 2- Equipment**

HEPA Backpack Vacuum	2	Box of Disposable Gloves	1
Trolley No Dip Mop System	1	Door Chock	1
Charging Bucket, No-Dip Mop System	1	Lobby Broom and Dust Pan	1
18" Flat Mop Head and Handle	2	Protective Eyewear	1
Color-coded Microfiber Wet Mop Pads	78	Fluid Spill Kit	1
Color-coded Microfiber Towels	184	Trash Barrel on Wheels	1
Cleaning Trowel	1	Trash Barrel Caddy bag	1
Carpet Spotting Kit	1	Bowl Brush & Caddy	1
Window Squeegee	1	Wet Floor Signs	2
Window Washer Strip Sleeve	1	20" Floor Machine 175rpm (w/pad holder)	1
Trapezoid Glass Pads	6	16" Trapezoid Head & Handle	1

**Section 3 Chemicals**

Disinfectant/All Purpose Cleaner Concentrate	1 Bottle	SDS and Labels for Above Material	1 set
Neutral Floor Cleaner Concentrate	1 Bottle	Spray Bottles	12
Disinfectant Bowl Cleaner	6 Bottles	Spray Nozzle Triggers	12
Glass/Multipurpose Cleaner	1 Bottle	Pump Sprayer	1



<sup>1</sup>Plus Applicable Sales Tax

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<sup>i</sup> The items included in Coverall's Initial Equipment and Supply Package and pricing of each package are subject to change, and any changes will be stated in the Coverall Franchised Business Policies and Procedures Manual or written notice from us advising you of the changes

**EXHIBIT E**

**LIST OF FRANCHISED BUSINESSES FOR COVERALL AND ITS SERVICE FRANCHISES**

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Cooks Commercial Cleaning	238 87th Place S.	BIRMINGHAM	AL	35206	(205) 864-2001
RT	843 Vanderbilt	Birmingham	AL	35206	(205) 965-0426
Guys and Brooms Cleaner	469 37th Terrace West	BIRMINGHAM	AL	35207	(205) 337-1441
QSC Janitorial	2876 41st Court North	Birmingham	AL	35207	(205) 215-0318
Greenie Greens Cleaning LLC	305 16 th Court NW	BIRMINGHAM	AL	35215	(412) 537-5953
Golden Wings Courier	4125 51st Ave North	BIRMINGHAM	AL	35217	(205) 223-3329
TNT Cleaning LLC	529 Spring Garden Trail	BIRMINGHAM	AL	35217	(334) 737-1585
Claritas Cleaning Service	17 5th Street	BIRMINGHAM	AL	35217	(205) 842-2418
True cleaning	200 Spring Garden Circle	BIRMINGHAM	AL	35217	(205) 885-4401
Lawson Commercial Cleaning	1301 Edwards Lake Road	BIRMINGHAM	AL	35235	(205) 815-1563
TJ'S Janitorial Cleaning Service	617 Tupelo Road	Center Point	AL	35215	(205) 815-3962
Sherrod Janitorial	572 Jefferson Street	COURTLAND	AL	35618	(256) 341-7311
A Touch of Magic, LLC	11999 Jericho Dr	DAPHNE	AL	36526	(850) 860-5756
Real Guy Cleaning Service, LLC	7561 Avery Lane	DAPHNE	AL	36526	(251) 767-4377
CC Cleaners	706 Lafayette St NW	DECATUR	AL	35601	(256) 309-8218
AC Cleaning	2321 Selma St. SW	DECATUR	AL	35603	(256) 345-1571
DeFour Enterprises, LLC	4126 College Parkway	EIGHT MILE	AL	36613	(205) 723-9646
Green's All Purpose Services, LLC	4433 Bent Tree Road	EIGHT MILE	AL	36613	(251) 423-7681
C & C BUSINESS GROUP LLC	5 RIVERSIDE DRIVE	Fort Mitchell	AL	36856	(706) 593-3994
Nooks & Crannies Cleaning Service LLC	257 Lockhart Rd.	HARVEST	AL	35749	(256) 655-4776
Inter Services and Supplies	5412 Park Side Circle	HOOVER	AL	35244	(205) 209-6105
Pristine Cleaning Company Inc	136 Luna Rd	HORTON	AL	35980	(256) 960-2273
Whitlow Services LLC	13 Weybosset St. NW	HUNTSVILLE	AL	35806	(405) 816-1172
Bell Glo Cleaning Services	108 Cottonwood Trail	Madison	AL	35758	(256) 464-3591
Reliable Cleaning LLC	7040 Summerdale Drive	MCCALLA	AL	35111	(21) 688-8449
Blu Magic Cleaning Services, LLC	1253 Madar Street	MOBILE	AL	36603	(251) 721-4663
Norris Q Turner , Jr, LLC	2455 McLaughlin Drive	MOBILE	AL	36605	(251) 243-1103
K & D Professional Touch Cleaning Service, LLC	1700 Boykin Blvd	MOBILE	AL	36605	(251) 654-9866
SS Cleaning Service LLC	3919 Driftwood Drive E	MOBILE	AL	36605	(251) 901-6039
Grandmas LLC	966 Delmar Drive	MOBILE	AL	36606	(251) 786-2207
Ella Mae Willilams, LLC	10802 Paget Drive North	MOBILE	AL	36608	(251) 288-9951
JAG Commercial Cleaning, LLC	312 Schillinger Road S	MOBILE	AL	36608	(251) 706-9293
LY Professional Cleaning Service, LLC	863 Montfort Road W	MOBILE	AL	36608	(251) 422-6170
Popcorn Cleaning Service LLC	1125 Wallen Drive	MOBILE	AL	36608	(251) 533-0298
Extra Point Cleaning Services, LLC	4115 Palmdale Drive	MOBILE	AL	36609	(251) 609-0141
D&V Cleaning, LLC	1693 Wofford Place	MOBILE	AL	36613	(251) 767-7803
L & Q Cleaning Services, LLC	2420 St. Stephens Road	MOBILE	AL	36617	(251) 635-2761
Peridot Cleaning, LLC	413 Donald Street	MOBILE	AL	36617	(251) 404-5959
Legit Cleaning Services, LLC	5718 Ramada Drive S	MOBILE	AL	36693	(251) 307-6300
K3 Cleaning Service LLC	2541 Hedgerow Drive	MOBILE	AL	36695	(251) 786-3489
Elite Touch LLC	2750 Clara St	MONTGOMERY	AL	36107	(480) 386-2272
A + Commercial Cleaning and Janitorial Service	444 Twain Curve	MONTGOMERY	AL	36117	(334) 391-4601
Palacio Cleaning Service	3590-B Highway 31 S.	PELHAM	AL	35124	(205) 451-2915
Clean Sweep of the South, LLC	520 3rd Avenue	SARALAND	AL	36571	(251) 377-9743
B&W All in 1 Service LLC	810 Cleveland Road	SARALAND	AL	36571	(251) 607-8429

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Just Right Cleaning SVC, LLC	7570 Clairmont Dr N	SEMMES	AL	36575	(251) 398-1190
C&J Janitorial Service, LLC	2266 Fernwood Loop W	SEMMES	AL	36575	(251) 508-1925
RoseStrong Cleaning LLC	8131 Woodstone Drive	SEMMES	AL	36575	(251) 545-1948
Berry Clean Janitorial LLC	3780 Wilson Chapel Rd	SNEAD	AL	35952	(256) 505-1758
C&D Janitorial	50 Clubhouse Road	SPRINGVILLE	AL	35146	(205) 471-9210
Majestic Services Comm LLC	6590 Tung Ave W	THEODORE	AL	36582	(251) 509-8467
A-Plus Pro Commercial Janitorial Services LLC	337 Country Rd 1153	TROY	AL	36079	(334) 538-2071
Margia Maids Cleaning LLC	300 Shoppingway Blvd. Apt#44	WEST MEMPHIS	AR	72301	(901) 606-3054
Robert Smith	PO Box 283	West Memphis	AR	72301	(901) 359-1927
Waxi Commercial Cleaning	8517 S 229th Lane	BUCKEYE	AZ	85326	(602) 399-6107
Wil-Mor Family Services LLC	994 S 223rd Ln	BUCKEYE	AZ	85326	(614) 352-3920
MRM BAILEY CLEANING SERVICES	875 S Nebraska St	CHANDLER	AZ	85225	(216) 258-8200
Loly's Cleaning	800 W Willis Rd	CHANDLER	AZ	85286	(480) 558-6272
Omega Supreme Clean LLC	1411 S. Moccasin Trl	GILBERT	AZ	85296	(414) 309-3405
Family Cleaning Mix Service	8328 N 55th Ave	GLENDALE	AZ	85302	(602) 487-3637
Evelias Cleaning Service	8401 North 67th Avenue #58	Glendale	AZ	85302	(602) 349-2914
AZ Cleaning Service and Solutions	5043 W. Desert Cove Avenue	Glendale	AZ	85304	(602) 521-2095
Eagles Cleaning Services LLC	10310 W Colter St	GLENDALE	AZ	85307	(602) 448-7540
Clean Dream Team LLC	16160 W Durango St	GOODYEAR	AZ	85338	(785) 492-7939
A & B PROFESSIONAL SERVICES OF ARIZONA LLC	18205 S Copper Point Dr	GREEN VALLEY	AZ	85614	(520) 596-8860
Luzaleide Cleaning Services, LLC	13387 N Lon Adams Rd	MARANA	AZ	85653	(520) 685-0320
NMAA LLC	739 W Second Pl	MESA	AZ	85201	(480) 295-9919
Mateo Cleaning	431 N Ashland Ave	MESA	AZ	85203	(480) 593-0867
Alvarez Cleaning Concepts LLC	10727 E Enid Ave	MESA	AZ	85208	(480) 577-2513
Tray Cleaning	7411 West Shangri La Rd	PEORIA	AZ	85345	(623) 703-8620
Marines' Cleaning Service	2821 W Glenrosa Ave	PHOENIX	AZ	85017	(602) 218-1836
Lujan Cleaning Services LLC	9838 N 10th St	PHOENIX	AZ	85020	(309) 532-5062
ADVANCED CLEANING OF AZ LLC	110 E Greenway Pkwy	PHOENIX	AZ	85022	(623) 225-5182
JF CLEANING SERVICES LLC	3235 N 43rd Ave	PHOENIX	AZ	85031	(480) 823-8211
Alderete's Cleaning Company	7420 W Hazelwood St	PHOENIX	AZ	85033	(623) 206-0110
MAGIC MOPS LLC	7713 W Mariposa Dr	PHOENIX	AZ	85033	(602) 600-9855
Twin Brothers Cleaning Service	7501 W. Devonshire Ave	Phoenix	AZ	85033	(623) 340-6872
Super Max Cleaning LLC	9001 W Osborn Rd	PHOENIX	AZ	85037	(602) 246-1009
Gonzalez Cleaning Services LLC	2217 W. Saint Anne Ave.	PHOENIX	AZ	85041	(602) 218-2354
BRLOGISTICS, LLC	7032 W Polk St	PHOENIX	AZ	85043	(623) 742-5552
Family Cleaning Services LLC	3216 W Lane Ave	PHOENIX	AZ	85051	(602) 754-3494
TF Cleaning	3947 W. Frier Dr.	Phoenix	AZ	85051	(602) 486-1053
Trellys Cleaning Fairies	3217 W Angela Dr	PHOENIX	AZ	85053	(414) 530-3661
Smiley's Cleaning Service	1727 E Omega Drive	QUEEN CREEK	AZ	85143	(480) 593-7126
Arbelaez, Inc	10421 Silvertree Dr	SUN LAKES	AZ	85248	(619) 948-3440
ARBELAEZ LLC	10421 E Silver Tree Dr	SUN LAKES	AZ	85248	(619) 948-3440
IFFA WOLKABA CLEANING CONCEPTS, LLC	9310 W Odeum Ln	TOLLESON	AZ	85353	(602) 330-2203
Desert Rain Finishings LLC	4439 N Old Romero Rd	TUCSON	AZ	85705	(520) 248-9762
Shine-Pros Solutions & More LLC	1432 E Mossman #29	TUCSON	AZ	85706	(520) 278-1781
Luis Fernando Cleaning Services	1442 E Ganley Terrace Dr	TUCSON	AZ	85706	(520) 328-5824

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
DANNY'S COMMERCIAL CLEANING LLC	6059 S. Antrim Loop	TUCSON	AZ	85706	(520) 248-6340
Dora's Cleaning	5842 South Belvedere	Tucson	AZ	85706	(520) 245-7039
Extreme Care Janitorial Service	8722 E Colette St	TUCSON	AZ	85710	(520) 445-9097
Erma Commercial Cleaning Services, LLC	8008 E Snakeroot Dr	TUCSON	AZ	85710	(662) 296-5452
J & G MOLINA CLEANING COMPANY LLC	7535 E 24th	TUCSON	AZ	85710	(520) 403-2369
Bright Dawn LLC	1655 W Ajo Way	TUCSON	AZ	85713	(520) 850-8221
GG & J CLEANING SERVICES LLC	1410 E 28th St	TUCSON	AZ	85713	(520) 878-6673
Julio Lopez Cleaning	901 E 34th Street	TUCSON	AZ	85713	(520) 312-1335
DM CHEE CLEANING SERVICES, LLC	1427 S Ninth Ave	TUCSON	AZ	85713	(520) 780-2841
J and G CLEANING SERVICES LLC	1118 E Michigan Street	TUCSON	AZ	85714	(520) 365-5406
Diamond Cleaning Concepts	3434 E Water St #13	Tucson	AZ	85716	(520) 481-8054
BRILLO CLEAN	3050 S Kolb Rd	TUCSON	AZ	85730	(520) 808-2194
SALAZAR CLEANING SERVICES LLC	2240 W. Sunset Road	TUCSON	AZ	85741	(520) 256-4095
K & J Commercial Cleaning	374 N Melwood Ave	TUCSON	AZ	85745	(520) 302-3436
Olmos Custodial Services	2741 W Placita Estrada	TUCSON	AZ	85746	(520) 406-7979
West Side Cleaning Services	4973 W. Calle Don Alberto	Tucson	AZ	85746	(520) 589-3515
Gloria Coverall Cleaning	6975 S. Camino Secreto	Tucson	AZ	85746	(520) 404-1965
Murillo's Cleaning Services LLC	775 W Lightstar Circle	TUCSON	AZ	85756	(520) 955-7196
Sutami Cleaning LLC	4457 S Paseo Don Carlos	TUCSON	AZ	85757	(520) 971-5439
Dreaming Cleaning and More LLC	6983 W Fernitree Ln	TUCSON	AZ	85757	(520) 499-7250
E M H Service Cleaning Inc	11354 Lee Ave Apt 811	ADELANTO	CA	92301	(951) 403-1812
Rhowell Dumag Cleaning Services LLC	930 N. Monterey St.	ALHAMBRA	CA	91801	(702) 823-9800
Maria Eugenia Sanchez	23633 Los Grandes St.	Aliso Viejo	CA	92656	(949) 680-0831
Clean Up Service, LLC	635 N Chippewa Ave. #82	ANAHEIM	CA	92801	(714) 395-3784
Felix Clavel Rendon	1215 Diamond St. Apt 3	ANAHEIM	CA	92801	(657) 454-7112
NVS Cleaning, LLC	1848 S. Ninth Street	ANAHEIM	CA	92802	(951) 254-8327
Efrain G. Ponce	10793 Harcourt Ave	ANAHEIM	CA	92804	(714) 868-2051
Benjamin F. Resendiz	911 S. Agate St.	Anaheim	CA	92804	(714) 366-9817
Cydra, LLC	1244 E Banyan Ave	ANAHEIM	CA	92805	(714) 397-2860
Ariel Commercial Cleaning, LLC	1241 N. East St	ANAHEIM	CA	92805	(714) 583-5462
Mrico Cleaning Service LLC	10852 Rustic Lane	Anaheim	CA	92805	(714) 296-1393
Cadmiel LLC	1531 Sinclair Street	ANAHEIM	CA	92806	(281) 571-1167
Alex Vasquez dba AV Building Services	8441 Helsinki Way	ANTELOPE	CA	95843	(916) 726-0349
Green Line Services LLC	4207 Elverta Rd Suite 111 # 103	ANTELOPE	CA	95843	(408) 417-9177
Genesis Building Maintenance LLC	5409 Buena Park Court	ANTELOPE	CA	95843	(916) 640-9222
Moreno's Commercial Cleaning LLC	8521 Thornbury Drive	ANTELOPE	CA	95843	(916) 519-4521
Starr Cleaning LLC	3638 Driver Way	ANTELOPE	CA	95843	(916) 695-7101
Green Line Services LLC	4207 Elverta Road Suite 111 #103	ANTELOPE	CA	95843	(408) 417-9177
Amir's Janitorial LLC	2705 Iris Court	ANTIOCH	CA	94531	(510) 423-1876
Mario Avalos	4473 PAMPAS CIR	ANTIOCH	CA	94531	(415) 596-0857
All Covered Cleaning & Janitorial Services LLC	9715 Central Road	APPLE VALLEY	CA	92308	(213) 321-0443
All Covered Cleaning & Janitorial Services LLC	9715 Central Road	APPLE VALLEY	CA	92308	(213) 321-0443
Sunset Cleaning Company LLC	308 S 3rd Ave	ARCADIA	CA	91006	(626) 421-2956
Leticia Cleaning Services, Inc.	13807 Montague Street	ARLETA	CA	91331	(818) 326-1482
Manuel Franco	9369 Gullo Ave	ARLETA	CA	91331	(818) 209-3436

**Exhibit E**  
**Operating Franchisees as of December 31, 2023**

<b>Operating Franchisee</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
C&C Barajas Cleaning LLC	1935 Atwater Blvd	ATWATER	CA	95301	(209) 203-7890
Alarcon Cleaning LLC	1924 Truckee Dr.	ATWATER	CA	95301	(650) 996-9921
EP Cleaning Service	5414 N Leaf Ave	AZUSA	CA	91702	(626) 523-1973
Ben & Sons Commercial Cleanning LLC	4312 Tea Tree Ct.	BAKERSFIELD	CA	93304	(661) 314-4003
Victoria Gutierrez	1704 SAINT HELEN'S AVENUE	BAKERSFIELD	CA	93304	(661) 889-0426
Victor Licea	2416 Boyd St.	BAKERSFIELD	CA	93304	(909) 641-1410
Elite Xpress Commercial Cleaning LLC	1546 Tejon Street	BAKERSFIELD	CA	93305	(661) 493-3965
Carreon Services LLC	7709 Quest Street	BAKERSFIELD	CA	93307	(661) 390-1338
Lilly's Cleaning, LLC	1907 Filson Street	BAKERSFIELD	CA	93307	(661) 805-8164
Four Hands Cleaning LLC	605 Johndra Ave	BAKERSFIELD	CA	93307	(661) 770-7818
RJS Services LLC	616 Andrea Ave	BAKERSFIELD	CA	93307	(323) 527-6882
Azucena Sanchez	1348 South Fairfax Road	Bakersfield	CA	93307	(661) 563-4729
Guillermina Gomez	509 Bridle Ave.	BAKERSFIELD	CA	93307	(818) 744-3009
Maria Elena Carrillo	701 MARTIN WAY	BAKERSFIELD	CA	93308	(661) 335-1897
Guadalupe's Cleaning Services LLC	6208 PATTON WAY	BAKERSFIELD	CA	93308	(661) 212-7425
Rocha Janitorial Services LLC	5300 Gorham Way #1	BAKERSFIELD	CA	93309	(661) 364-4591
Imelda's Cleaning Service	10017 Palm Ave	BAKERSFIELD	CA	93312	(323) 350-3276
M & T Janitorial Service LLC	11105 CAVE AVE	BAKERSFIELD	CA	93312	(661) 246-8176
Sky Cleaning Services, Inc	5515 Summer Cypress Drive	BAKERSFIELD	CA	93313	(661) 472-6374
F&R Super Cleaner	5907 Sherwood Lake Ct.	BAKERSFIELD	CA	93313	(818) 590-5337
Lenik Cleaning Services LLC	4304 Southern Breeze Dr.	BAKERSFIELD	CA	93313	(661) 800-6984
Crystal Cleaning Solutions LLC	2800 Giovantty Ave.	BAKERSFIELD	CA	93313	(323) 220-8136
Brightstar Commercial Cleaners LLC	6607 Wind Wolfs Lane	BAKERSFIELD	CA	93313	(661) 493-6246
Fernando Pantoja	3304 RIDGEMONT ST.	BAKERSFIELD	CA	93313	(661) 549-2842
Felipe Martinez	4508 Sun Devils Avenue	Bakersfield	CA	93313	(661) 834-3717
Carmen Ochoa	114 Claudia Autumn Dr	Bakersfield	CA	93314	(661) 212-3448
Francisca Reynaga De Naranjo	4539 Maine Avenue	Baldwin Park	CA	91706	(626) 392-5896
Niche Clean Solutions LLC	4539 Maine Avenue	BALDWIN PARK	CA	91706	(626) 257-8995
Hugo Rivero dba R.H. Cleaning	4511 Stewart Ave	BALDWIN PARK	CA	91706	(909) 242-6174
Camacho Building Maintenance LLC	1765 Puente Ave, Space 18	BALDWIN PARK	CA	91706	(626) 923-4009
Anna Vera- Duran	1345 1/2 Maine Ave.	Baldwin Park	CA	91706	(626) 234-7592
The Sparke Team LLC	520 Lisa Ann Ct	BAY POINT	CA	94565	(714) 697-3489
KLM Professional Cleaning LLC	842 Bluebell Way	BEAUMONT	CA	92223	(951) 348-2680
On-Time Cleaning Services LLC	4022 Randolph St Unit B	BELL	CA	90201	(323) 500-7229
Plus Janitorial Services LLC	7017 Fishburn Avenue	BELL	CA	90201	(323) 282-0378
Sierra's Bears Cleaning Services LLC	6216 Otis Ave # A	BELL	CA	90201	(323) 312-9657
Hunter Cleaning Services LLC	6632 Pine Ave	BELL	CA	90201	(323) 704-5016
Raul A. Medrano dba RBM Cleaning Services	6041 Buell St	BELL GARDENS	CA	90201	(323) 884-2196
JAPS, LLC	9324 Los Angeles Street	BELLFLOWER	CA	90706	(562) 606-9079
Jose Castillo	9949 Flora Vista St. Apt #1	Bellflower	CA	90706	(562) 506-6079
Heidi's Commercial Cleaning LLC	2300 Pullman Ave	BELMONT	CA	94002	(510) 798-4340
Felipe Castillo	406 W. Imperial Hwy Apt 105	BREA	CA	92821	(714) 812-5401
Luis Magallon	411 Redtail Dr.	BREA	CA	92823	(714) 863-9740
M & J's Bay Area Cleaning Services	240 Laird Place	BRENTWOOD	CA	94513	(408) 337-7188
Edgardo B. Relova	5667 Los Alamos St.	BUENA PARK	CA	90620	(562) 746-7694

**Exhibit E**  
**Operating Franchisees as of December 31, 2023**

<b>Operating Franchisee</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
Cleaning Solutions Services LLC	165 Ripley St.	CAMARILLO	CA	93010	(805) 907-1040
Camilla Andreaz Inc.	98 Carlyn Avenue	CAMPBELL	CA	95008	(650) 630-2380
Jaqueline's Cleaning Service LLC	7439 Remmet Ave	CANOGA PARK	CA	91303	(818) 770-6579
VictorianI LLC	7210 Jordan Avenue D8	CANOGA PARK	CA	91303	(818) 770-6579
Prestige Commercial Cleaning Services LLC	28367 Sand Canyon Rd #50	CANYON COUNTRY	CA	91387	(661) 670-1104
Lucia DeSales	2250 Avenida Magnifica Apt. "P"	CARLSBAD	CA	92008	(760) 504-1724
Warriors Of The Order, Inc.	3420 Vale Blossom Court - Apt# 101	CARLSBAD	CA	92010	(760) 626-8474
R & E Commercial Cleaning LLC	15635 S. West Ave	CARUTHERS	CA	93609	(559) 824-6910
Forever Clean LLC	1340 Kinser Rd	CERES	CA	95307	(209) 919-0161
Enna Oneyda Villela	3942 Willow Pond Ct	Ceres	CA	95307	(510) 314-6403
Moua Xiong dba North Xiong Cleaning	480 Manzanita Ave Apt 2	CHICO	CA	95928	(530) 566-3230
Cleanex Cleaning LLC	6939 Schaefer Ave Ste D-106	CHINO	CA	91710	(909) 485-3342
Jenna V Cleaning Services, LLC	15444 Painter Drive	CHINO HILLS	CA	91709	(310) 609-2122
J & J Services and Investments Inc.	983 Camino del Sol	CHULA VISTA	CA	91910	(619) 587-6112
Beltran Commercial Cleaning LLC	583 1/2 McIntosh Street	CHULA VISTA	CA	91910	(619) 964-1323
United Commercial Cleaning LLC	458 "F" Street Apt Q	CHULA VISTA	CA	91910	(619) 565-4020
Good Guys Pro Cleaning LLC	412 Horizon View Dr	CHULA VISTA	CA	91910	(619) 723-8180
Martin Contreras	31 Kingwood Dr	CHULA VISTA	CA	91911	(619) 623-6752
Victor Gonzalez	275 Orange Ave Space 126	CHULA VISTA	CA	91911	(619) 666-6181
Hermelinda Arroyo de Aguilar	1673 Dunlin Ave Unit 1	CHULA VISTA	CA	91913	(619) 836-4275
Damian LLC	1977 Geyersville Street	CHULA VISTA	CA	91913	(619) 397-5340
JB General Services, LLC	6635 Sylvan Rd Apt # 911	CITRUS HEIGHTS	CA	95610	(916) 667-4050
Busy Bee Janitorial Services LLC	8421 Sunrise Blvd	CITRUS HEIGHTS	CA	95610	(916) 586-3792
Carvin Richardson LLC	7101 Cedar Garden Ct.	CITRUS HEIGHTS	CA	95621	(916) 809-0191
Sandra Muschetto LLC	6733 Sunrise Blvd	CITRUS HEIGHTS	CA	95621	(916) 504-1920
MANAVY'S SERVICES LLC	927 League Ave La	CITY OF INDUSTRY	CA	91744	(562) 653-7507
Clean Plus Ultra LLC	1365 Tulane Rd	CLAREMONT	CA	91711	(909) 319-8865
Moua's Janitorial Services, LLC	1678 Geytsburg Ave	CLOVIS	CA	93611	(559) 307-4187
C & H Commercial Cleaning LLC	371 W. Swift Ave.	CLOVIS	CA	93612	(559) 290-1521
Tim Miracle	862 W. Santa Ana Ave	Clovis	CA	93612	(559) 776-2526
Chai Lee	290 W. Santa Ana Ave.	CLOVIS	CA	93612	(559) 519-1499
Cloviss Commercial Cleaning LLC	4207 Sierra Madre	CLOVIS	CA	93619	(559) 355-5858
Valadez Cleaning LLC	84294 Redondo Norte	COACHELLA	CA	92236	(442) 306-0091
YValadez Cleaning LLC	84294 Redondo Norte	COACHELLA	CA	92236	(760) 984-7444
Amen Commercial Cleaning L.L.C	P O Box 719	COACHELLA	CA	92236	(760) 413-1727
Los Angulo's, Inc.	680 S. 5th Street	COLTON	CA	92324	(951) 312-5696
Bright Empire LLC	3071 Prado Lane	COLTON	CA	92324	(909) 531-0910
Luis A. Fisher	212 W. Elm St.	COMPTON	CA	90220	(323) 420-3101
Daniel Duenas Gonzalez	2058 Eoris St.	Compton	CA	90222	(310) 404-5190
Clean Sweep Cleaning Services LLC	1111 N. Mulberry Avenue	COMPTON	CA	90222	(424) 522-3152
J & B Espineli Inc	3972 Cottonwood Dr.	CONCORD	CA	94519	(925) 481-6843
Randall Inc.	2144 Russell Drive	Corona	CA	92879	(949) 337-3065
Narindo Inc.	888 Villa Montes Circle	CORONA	CA	92879	(909) 633-2238
From Dust to Shine, LLC	618 Shasta Lane	COSTA MESA	CA	92626	(949) 629-8564
Severo Joel Vargas-Bautista dba Magic World Cleaning Service	3013 Coolidge Ave Apt. C	COSTA MESA	CA	92626	(949) 402-5425

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Satisfied Cleaning Services Inc.	5302 N. Grantland Drive	COVINA	CA	91722	(626) 485-2544
Germ Busters Building Maintenance LLC	345 E School St # A	COVINA	CA	91723	(626) 210-8322
Golden City Commercial Cleaning Enterprises LLC	4 Camelot Court Apt. A	DALY CITY	CA	94015	(415) 336-0749
Sunshine Cleaning Service LLC	36 Saint James CT	DALY CITY	CA	94015	(510) 856-7279
Nathalia's Always Clean	203 MORTON DRIVE	DALY CITY	CA	94015	(415) 286-4748
Xpress Janitorial Services LLC	1517 Clark St.	DELANO	CA	93215	(661) 553-5820
Vargas Commercial Cleaning LLC	9391 Bogart Ct	DELHI	CA	95315	(209) 661-3083
Diana Jomaira Navas	66777 TERRACE WAY	DESERT HOT SPRINGS	CA	92240	(760) 673-2499
Alma Diaz dba Alma's Quality Service	1086 Veronica Ave	DINUBA	CA	93618	(559) 480-6804
YP CLEANING LLC	2071 E. NEBRASKA AVE	DINUBA	CA	93618	(559) 397-1429
JETS Commercial Cleaning LLC	500 Evans Road	DIXON	CA	95620	(707) 771-0137
L & R Cleaning Services	7344 Stewart & Gray Ave Unit D	DOWNEY	CA	90241	(562) 335-2954
Gonsalez Cleaning Solutions Inc.	13109 Blodgett Avenue	DOWNEY	CA	90242	(323) 470-9683
Marlene Hernandez	12020 S. Bellflower Blvd	DOWNEY	CA	90242	(323) 714-5960
Azusa Cleaning Services, Inc.	3002 Royal Oaks Drive	DUARTE	CA	91010	(626) 712-9075
L-DEEB CORP. dba Aladdin Cleaning Services	7319 Starward Dr. Apt. 35	DUBLIN	CA	94568	(925) 856-2999
M and A Environmental Services LLC	475 Larkspur Dr.	EAST PALO ALTO	CA	94303	(650) 862-9542
Butler Enterprise LLC	6539 Whitelily Street	Eastvale	CA	92880	(619) 602-5804
KleanCo Solutions LLC	6310 Hazel St	Eastvale	CA	92880	(951) 288-9453
Bright Reflection Commercial Cleaning LLC	244 Shady Lane Space 42	EL CAJON	CA	92021	(858) 844-8615
Just Cleans Janitorial Services, LLC	1642 Pepper Dr.	EL Cajon	CA	92021	(619) 504-0494
Media Luna Janitorial Service, LLC	P.O. Box 2290	EL GRANADA	CA	94018	(650) 291-8765
Purified Hygienic Cleaning Services Inc.	11690 Ramona Blvd. Apt 2	EL MONTE	CA	91732	(626) 234-3259
Juan's Commercial Cleaning, Inc.	12700 Elliott Avenue SPC 449	EL MONTE	CA	91732	(626) 899-3428
So Clean & So Fresh LLC	8611 Disa Alpine Way	ELK GROVE	CA	95624	(916) 585-1592
Super Clean Solutions LLC	9621 Darley Way	ELK GROVE	CA	95757	(916) 701-6653
Birend Prasad	9960 Nestling Circle	ELK GROVE	CA	95757	(916) 803-7833
M&H Janitorial LLC	2124 Royal Enfield Ct.	ELVERTA	CA	95626	(916) 955-5966
Wild Thistle Enterprises, LLC	P.O. Box 230471	ENCINITAS	CA	92023	(760) 207-4947
Brighter Day Commercial Cleaning LLC	14159 Escalon Belota Rd	ESCALON	CA	95320	(209) 629-1043
Burnish and Shine Cleaning, Inc.	449 El Monte Place	ESCONDIDO	CA	92027	(760) 270-8105
Arnulfo Aguilar	P.O. Box 432	ESCONDIDO	CA	92033	(760) 580-9488
DJMF Cleaning Services LLC	4974 Hillhurst Drive	FAIR OAKS	CA	95628	(916) 878-9606
Liberty Janitorial LLC	1025 Eisenhower St.	FAIRFIELD	CA	94533	(707) 419-2900
Lawrence Lofton	1227 Mallard Court	FAIRFIELD	CA	94533	(707) 384-5658
Pristine Building Maintenance LLC	1022 Prairie Drive	FAIRFIELD	CA	94585	(510) 660-1941
Julietta Sosa dba Sosa's Cleaning Services	1560 Cardella Street	FIREBAUGH	CA	93622	(559) 517-1023
Williams House LLC	14575 Glenoak	Fontana	CA	92337	(909) 241-5428
Alvarez Cleaning LLC	13953 El Camino Place	FONTANA	CA	92337	(562) 686-6405
Mickelson Commercial Janitorial LLC	P.O. Box 538	Fremont	CA	94537-053	(510) 676-5667
T & J Commercial Cleaning Services LLC	7087 N. Thorne Ave #250	FRESNO	CA	93650	(510) 705-2505
TECO, INC	3522 E. ALTA AVE.	FRESNO	CA	93702	(559) 373-1063
Shoua Cleaning Service LLC	4747 E. Braly Ave	FRESNO	CA	93702	(559) 495-8708
Sharp Commercial Cleaning LLC	3916 East Dwight Way Apt. 103	FRESNO	CA	93702	(559) 519-1060
Advanced Specialty Cleaning Inc	P.O. Box 15157	FRESNO	CA	93702	(559) 790-2839



**Exhibit E**  
**Operating Franchisees as of December 31, 2023**

<b>Operating Franchisee</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
TNG Janitorial Services LLC	2309 N. Price Ave.	FRESNO	CA	93703	(559) 458-9163
MC Janitorial LLC	3515 Mayfair Drive South	FRESNO	CA	93703	(559) 519-8105
Lucky 8 Cleaning Services LLC	3476 E. Circle Ct.	FRESNO	CA	93703	(209) 947-8053
Cbro Cleaning Services LLC	1745 N. Winery Ave	FRESNO	CA	93703	(559) 400-2116
Northern Cleaning Service LLC	2225 N. JACKSON AVE.	FRESNO	CA	93703	(559) 288-6321
Clue's Cleaning LLC	560 E. SHIELDS AVE # 102	FRESNO	CA	93704	(559) 213-3517
Central Valley Envirocare	1221 W. LORENA AVE.	FRESNO	CA	93706	(559) 287-1726
Peter Xiong Janitorial Service, LLC	1850 W. La Sierra Dr.	FRESNO	CA	93706	(916) 256-7975
Ethan's Janitorial, LLC	4501 W. Manning Ave	FRESNO	CA	93706	(559) 803-1951
S & A Janitorial LLC	283 W. American Ave	FRESNO	CA	93706	(559) 801-8073
Vang's Cleaning LLC	347 S. HUGHES AVE.	FRESNO	CA	93706	(559) 978-6290
Gene Moua	885 W. HAWES AVE.	FRESNO	CA	93706	(559) 801-3533
KBL COMMERCIAL CLEANING SERVICES LLC	550 E. Bullard Ave Apt 127	FRESNO	CA	93710	(559) 289-8591
Klean Xpress LLC	744 E. San Bruno	FRESNO	CA	93710	(559) 313-6974
Heu's Cleaning LLC	6349 N. Sharon Ave	FRESNO	CA	93710	(559) 365-3608
Mai Lee	6135 N. Tenth Street	FRESNO	CA	93710	(559) 288-2092
Efrain De Jesus Velarde dba Velarde Maintenance	1541 N. ELLENDALE AVE	FRESNO	CA	93722	(559) 269-9805
Clean Sweep Commercial, LLC	3138 W. Dakota Ave #158	FRESNO	CA	93722	(559) 260-3222
N & J Cleaning Services LLC	5049 W. Robinson Ave.	FRESNO	CA	93722	(559) 243-6869
Odette's Janitorial Service LLC	4260 W. Weldon Ave.	FRESNO	CA	93722	(559) 458-5750
A&R Commercial Cleaning Services LLC	3522 W. University Ave	FRESNO	CA	93722	(559) 307-3459
Sofia Janitorial Services LLC	4023 West Clinton Ave Apt # 16	FRESNO	CA	93722	(559) 577-4639
JM Janitorial Service LLC	4627 N. Emerson Ave Apt. 101	FRESNO	CA	93722	(559) 538-0465
L & J Commercial Cleaning LLC	4258 W. Figarden Drive #168	FRESNO	CA	93722	(619) 772-3620
Montoya Janitorial Services LLC	4774 W. Clinton Ave	FRESNO	CA	93722	(909) 242-9149
Ofelia Castellanos	5111 W. University Avenue	Fresno	CA	93722	(559) 367-5783
A&B Complete Cleaning, LLC	2319 S. Price Ave	FRESNO	CA	93725	(559) 474-0163
DMT Cleaning LLC	4598 E. Booker Ave	FRESNO	CA	93725	(559) 313-6743
Javier Gutierrez	5328 E. Truman Ave.	FRESNO	CA	93725	(559) 475-2831
ReyCis Cleaning Services LLC	2648 East buckingham Way	FRESNO	CA	93726	(408) 807-3789
Chee Vang dba Chee Vang	4220 E. Andrews Avenue	FRESNO	CA	93726	(559) 259-0298
I.K.G Cleaning Company LLC	4323 N. Cedar Avenue Apt. 124	FRESNO	CA	93726	(559) 284-8696
Mimi's Janitorial Service, LLC.	2519 S. Rabe Ave	FRESNO	CA	93727	(559) 999-0465
Sunset Cleaning LLC	6780 E. WOODWARD AVE.	FRESNO	CA	93727	(209) 422-1977
DECL Cleaning Services LLC	370 N. Orangewood Ave	FRESNO	CA	93727	(559) 355-3052
TSX Commercial Cleaning Services LLC	5593 E. Burns Ave	FRESNO	CA	93727	(559) 284-9449
Lugo Commercial Cleaning LLC	5813 E. Atchinson St.	FRESNO	CA	93727	(559) 704-0311
Fresh Commercial Cleaning Services LLC	935 South Park Circle Drive	FRESNO	CA	93727	(559) 473-6905
HANGS LLC	2485 S Manila	FRESNO	CA	93727	(559) 917-0107
J&M COMMERCIAL CLEANING SERVICES LLC	5650 E Tower Ave	FRESNO	CA	93727	(559) 367-9752
BNC's Commercial Cleaners, LLC	6202 E. Farrin Ave	FRESNO	CA	93727	(619) 851-2552
Thao Xiong	5040 E. Carmen Avenue	FRESNO	CA	93727	(559) 394-7165
Orlanda D. Lopez	5754 E Booker	Fresno	CA	93727	(559) 451-6935
Tong Bee Vue I dba TB&P Cleaning Services	6212 E. Sussex Way	FRESNO	CA	93727	(559) 708-0331
CAICLEANING	5719 E. BERNADINE DRIVE	FRESNO	CA	93727	(209) 485-2933

**Exhibit E**  
**Operating Franchisees as of December 31, 2023**

<b>Operating Franchisee</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
Rocky Yang	6079 E. Hampton Way	FRESNO	CA	93727	(559) 722-2300
Arthur J. Stehlik Jr.	1545 N. Arthur Avenue	Fresno	CA	93728	(559) 433-5732
Diamond Jnt LLC	7026 E. Cortland Ave	FRESNO	CA	93737	(408) 209-6550
Jamison K. Conley dba Conley Janitorial	P. O. BOX 19081	FRESNO	CA	93790	(559) 273-8435
Isis Total Cleaning Solutions	2606 Milton Ave, #4	FULLERTON	CA	92831	(714) 493-8327
Cardenas Cleaning, LLC	400 N Roosevelt Ave	FULLERTON	CA	92832	(714) 757-1392
Vandelay Cleaning LLC	550 Williamson Ave Apt 15	FULLERTON	CA	92832	(714) 813-1863
SoCal Building Services, LLC	11971 Jacalene Lane	GARDEN GROVE	CA	92840	(714) 443-1752
Vicks Cleaning Services, LLC	10412 Park Ave	GARDEN GROVE	CA	92840	(714) 658-0820
Adyma Cleaning Services LLC	12861 West St Spc 66	GARDEN GROVE	CA	92840	(714) 718-0449
Teresa Salas	12752 Arletta Cir.	Garden Grove	CA	92840	(714) 873-0533
Salvador Antonio Hernandez	12465 Firebrand St.	Garden Grove	CA	92840	(714) 292-5991
Luisa Carlos	12560 Haster St #228	GARDEN GROVE	CA	92840	(714) 600-9312
Best Jan, Inc	13692 Fernwood Drive	GARDEN GROVE	CA	92843	(714) 337-4381
J & A Ortega, LLC	14300 Clinton St Spc #68	GARDEN GROVE	CA	92843	(714) 561-8580
Manuel Gutierrez Tello	10806 Dorothy Ave.	Garden Grove	CA	92843	(714) 264-6795
Complete Solution LLC	9721 Garden Grove	GARDEN GROVE	CA	92844	(714) 605-8773
Beatriz Baray	1315 Magnolia Ave Apt 129	GARDENA	CA	90247	(310) 590-9573
Dust Busters Cleaning Services LLC	3229 Alabama Street	GLENDALE	CA	91214	(323) 335-6482
V & M Commercial Cleaning LLC	1754 Burton Rd	GLENDDORA	CA	91740	(626) 922-1287
Encore Cleaning Services LLC	7577 Hempstead Avenue	GOLETA	CA	93117	(805) 455-2708
AA Prestige Cleaning LLC	17149 Donmetz Street	GRANADA HILLS	CA	91344	(619) 633-0993
Thomas Ouimet	17355 Chatsworth Street #6	Granada Hills	CA	91344	(805) 501-2722
Delfin LLC	22491 De Berry St. Apt 71	GRAND TERRACE	CA	92313	(909) 213-5713
Mrs. Paulina Santana dba Huchin Cleaner Service	P.O. Box 1355	GROVER BEACH	CA	93433	(805) 602-7694
E & I Cleaning Services, LLC	1455 Ramona Ave., Apt 1	GROVER BEACH	CA	93433	(805) 202-1580
Raul Echeverria	686 S. 8th Street	GROVER BEACH	CA	93433	(805) 710-0038
C & M Cleaning LLC	4637 10th Street	GUADALUPE	CA	93434	(805) 878-4018
RGR Cleaning Company LLC	236 Point Sal Dunes Way	GUADALUPE	CA	93434	(805) 319-5963
FC Cleaners, LLC	10801 Thompson Drive	HANFORD	CA	93230	(559) 309-7522
C.K. Your Cleaning Solutions, LLC.	10801 Thompson Dr.	HANFORD	CA	93230	(559) 572-6482
GTZ Commercial Cleaning Services LLC	991 North White Street	HANFORD	CA	93230	(559) 670-9611
Carmen Arellano	1198 GREENFIELD AVE.	HANFORD	CA	93230	(559) 380-5725
Griselda B. Jimenez	3247 1/2 W 139th St	HAWTHORNE	CA	90250	(310) 703-4293
About Our Fathers Business LLC	11889 Gale Ave	HAWTHORNE	CA	90250	(562) 469-9619
MANE Cleaning LLC	11862 Hawthorne Blvd Apt C	HAWTHORNE	CA	90250	(424) 456-0411
Good Clemer Janitorial Services LLC	11617 Eucalyptus Ave.	Hawthorne	CA	90250	(310) 502-2478
NRAAA Janitorial Services LLC	26343 Regal Ave	HAYWARD	CA	94544	(510) 209-1979
CamirRoj Cleaning Services LLC	27500 Tampa Ave Apt#96	HAYWARD	CA	94544	(510) 417-5481
Zepeda's Cleaning LLC	681 Overhill Dr	HAYWARD	CA	94544	(650) 743-2512
Fresh & Clean LLC	25905 Gading Rd. Apt. #4	HAYWARD	CA	94544	(510) 825-9928
Angel's Cleaning Services, Inc	26351 Gading Road	HAYWARD	CA	94544	(510) 677-3297
Israel Martinez-Hernandez	26351 Gading Rd	Hayward	CA	94544	(510) 395-6909
M & S Cleaning Services	28240 Armour Street	HAYWARD	CA	94545	(510) 825-5248
Ramas Commercial Cleaning Services LLC	27459 Palmwood Ave.	HAYWARD	CA	94545	(510) 712-3479

Exhibit E

Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Krispy Klean and Associates LLC	27738 Orlando Ave	HAYWARD	CA	94545	(510) 674-3217
Golden Cleaning Services LLC	1165 Olive Tree Lane	HEMET	CA	92543	(951) 380-4133
Millennium Cleaning LLC	25080 Liege Drive	HEMET	CA	92544	(760) 644-1120
Eve's Professional Cleaning LLC	24831 Marne Court	HEMET	CA	92544	(909) 747-5161
KJs One Stop Janitorial Services LLC	43620 Orinoco Lane	HEMET	CA	92544	(619) 955-9792
Guillermina Orta Esquivel	43705 Elliot Ct	HEMET	CA	92544	(951) 480-8384
S & S Commercial Cleaning LLC	7605 Lander Ave	HILMAR	CA	95324	(209) 678-7922
I Love Lueys Cleaning LLC	20465 Opal Ct	HILMAR	CA	95324	(209) 632-6985
Fenix Cleaning Service LLC	31068 Oak Valley Dr.	HOMELAND	CA	92548	(951) 251-2841
Adriana Vasquez	6401 Viking Circle	Huntington Beach	CA	92647	(714) 615-0064
Susana Lopez	6110 Riverside Ave	HUNTINGTON PARK	CA	90255	(323) 771-3714
Munguia's Cleaning Services Inc.	309 E. Hillcrest Blvd #627	INGLEWOOD	CA	90301	(619) 791-0364
Perfect Timing Inc	812 Larch Street	INGLEWOOD	CA	90301	(747) 800-1975
NiceFeetZzz LLC	517 West Queen St # 8	INGLEWOOD	CA	90301	(714) 787-7223
Good Service Cleaning, Inc.	3 Alcamo	IRVINE	CA	92614	(949) 350-4404
Francisco Javier Silva	3591 Claremont St	IRVINE	CA	92614	(949) 439-8886
Lynda L. Giedd dba Mollies Cleaning	15724 Lyons Valley Road, SPC 24	JAMUL	CA	91935	(619) 917-7998
Inland Empire Cleaning Services LLC	5970 Troth St	JURUPA VALLEY	CA	91752	(951) 906-7839
Demetrio Guerra	6770 Pats Ranch Rd	JURUPA VALLEY	CA	91752	(951) 254-1361
D. Excellence LLC	5748 Tilton Ave	JURUPA VALLEY	CA	92509	(909) 734-7981
Ortega's Cleaning LLC	804 S. 18th Street	KERMAN	CA	93630	(559) 367-6370
Herrera's Commercial Cleaning Services LLC	16176 Cyndi Ave	KERMAN	CA	93630	(559) 905-3793
Leticia Huesca	790 S 18th Ave	KERMAN	CA	93630	(559) 770-9912
Riveras Maintenance LLC	5554 7th St.	KEYES	CA	95328	(310) 213-1985
Everardo Cortia Morales dba E & M Cleaning Service's	304 Alpine St	LA HABRA HEIGHTS	CA	90631	(562) 665-3283
Gerardo Catalan	5545 Morro Way Apt #Q12	LA MESA	CA	91942	(619) 804-1123
Daryl Howard	5431 Lake Murray Blvd. Unit 12	LA MESA	CA	91942	(619) 674-0155
Jollie's Cleaning Service LLC	838 Orrington Avenue	LA PUENTE	CA	91744	(626) 602-6602
Eneida Hernandez	29369 Breakwater St	LAKE ELSINORE	CA	92530	(949) 351-6330
RBN Janitorial Services, LLC	P.O Box 871	LAKE FOREST	CA	92609	(949) 813-6396
Maria E. Loyola	11885 Vampor Avenue	Lakeview Terrace	CA	91342	(818) 744-3843
Ponce Cleaning System LLC	4929 Lorelei Ave	LAKEWOOD	CA	90712	(562) 824-5524
H & C Business Group LLC	5209 Coke Ave	LAKEWOOD	CA	90712	(562) 972-1813
Martimiano Casillas	20519 Pioneer Blvd	LAKEWOOD	CA	90715	(562) 360-9767
Providence Cleaning Solution LLC	714 Geneva Court	LANCASTER	CA	93535	(661) 388-7467
Lou's Cleaning & Sanitation Solutions Inc	45800 Challenger Way	LANCASTER	CA	93535	(323) 877-9578
Alejandro Estrada Padilla	1839 Grandville Way	LANCASTER	CA	93535	(661) 537-4652
Plan B & D Cleaning Team LLC	6121 W. Spice Street	LANCASTER	CA	93536	(661) 360-2456
5 Star Cleaning Services Inc.	2005 W. Norberry Street	LANCASTER	CA	93536	(661) 390-3161
Jose's Cleaning Service LLC	152 J Street	LATHROP	CA	95330	(209) 402-5716
Ernestine Resendez and Emy Resendez dba Emy's Janitorial S	P.O.Box 498	LATON	CA	93242	(559) 270-7052
C & C Janitorial Services, LLC	4337 W. 166th Street	LAWNDALE	CA	90260	(424) 391-0405
JB Janitorial Services LLC	15341 Larch Ave	LAWNDALE	CA	90260	(424) 222-0586
Cardenas & Barrientos Janitorial Services LLC	1863 Bakersfield Street Unit A	LEMON GROVE	CA	91945	(619) 279-6169
Jefferson's LLC	P.O. Box 1083	LEMON GROVE	CA	91946	(619) 966-5804

**Exhibit E**  
**Operating Franchisees as of December 31, 2023**

<b>Operating Franchisee</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
Valles & Santillan Commercial Cleaning LLC	1178 Belinda Dr.	LEMOORE	CA	93245	(559) 212-7571
Regino Flores	550 E. Hanford Armona Rd # 140	LEMOORE	CA	93245	(559) 904-9161
PST Dream Clean Janitorial LLC	1302 Hillwood Loop	LINCOLN	CA	95648	(916) 914-3165
Marys Commercial Cleaning Services LLC	455 Joiner Pkwy Apt. 60	LINCOLN	CA	95648	(916) 305-2721
Rico Cleaning LLC	969 W. Yale Ave	LINDSAY	CA	93247	(559) 350-6554
Youa Thao	1063 E. Hickory St.	Lindsay	CA	93247	(559) 241-9008
Lopes View LLC	2881 Evergreen Ct.	LIVINGSTON	CA	95334	(209) 672-2383
Indo Clean LLC	25811 Van Leuven Street #137	LOMA LINDA	CA	92354	(909) 654-9921
Wendy Fresh LLC	25156 Barton Road	LOMA LINDA	CA	92354	(909) 975-0236
Richard Yang Cleaning Services LLC	636 N. Sixth Street	LOMPOC	CA	93436	(805) 294-8426
Joe Williams Cleaning Service LLC	808 West Fir Ave	LOMPOC	CA	93436	(805) 291-2246
Karina Lazaro	525 N. 2nd Street	LOMPOC	CA	93436	(805) 451-6195
Galetto Cleaning Services, LLC	1409 E. 5th Street	LONG BEACH	CA	90802	(562) 254-8327
All Seasons Commercial Cleaning LLC	388 E Ocean Blvd Apt 304	LONG BEACH	CA	90802	(562) 310-9207
Victor M DeAnda, LLC	1403 Obispo Ave	LONG BEACH	CA	90804	(562) 685-1600
SAGA CLEANING SERVICE, INC	1378 1/2 Roycroft Ave	LONG BEACH	CA	90804	(562) 200-9186
AAM Janitorial LLC	1335 Stanley Ave	LONG BEACH	CA	90804	(562) 533-3366
K and A Cleaning Service, Inc.	6665 Long Beach Blvd	LONG BEACH	CA	90805	(562) 310-1937
JB Commercial Cleaning, LLC	406 Silva Street	LONG BEACH	CA	90805	(562) 243-9308
Klean It Up Cleaning Services Inc.	1210 E. 52nd Street #3	LONG BEACH	CA	90805	(562) 726-6985
RizingPhenixx LLC	1229 W Maddox St	LONG BEACH	CA	90810	(562) 209-1865
Beach City Cleaning, LLC	1467 Cerritos Ave	LONG BEACH	CA	90813	(562) 293-8120
Alicia Romero	1474 Gardenia Ave.	LONG BEACH	CA	90813	(562) 841-9733
Brenda's Commercial Cleaning LLC	3826 6th Ave	LOS ANGELES	CA	90008	(562) 715-3335
Fast Quality Cleaning Inc.	160 E. 53rd Street	LOS ANGELES	CA	90011	(323) 456-9356
Greenspark Janitorial Services LLC	3425 11th Avenue	LOS ANGELES	CA	90018	(323) 334-6627
Gedyon Gebrehiwot	1801 W. Adams Blvd. #105	LOS ANGELES	CA	90018	(323) 732-4640
JK Commercial Cleaning LLC	339 S. Ardmore Avenue Apt. 228	LOS ANGELES	CA	90020	(213) 507-4298
ECMA Maintenance, LLC	2420 1/2 Houston Street	LOS ANGELES	CA	90033	(323) 533-8090
Evercleanst Janitorial Services LLC	263 1/2 W 41st Street	LOS ANGELES	CA	90037	(323) 559-8613
J Sazo Cleaning Inc	705 1/2 W 41st Drive	LOS ANGELES	CA	90037	(213) 432-9153
Marilee Franquez dba Franquez Cleaning	5127 Coringa Drive	LOS ANGELES	CA	90042	(323) 947-5002
Alan Alois Landaverde	5112 Meridian Street	LOS ANGELES	CA	90042	(818) 288-8997
MALDONADOS CLEANING LLC	2804 W 67th St	LOS ANGELES	CA	90043	(323) 535-5770
Blanca Martinez dba Martinez Cleaning Service	1131 W 110th St.	LOS ANGELES	CA	90044	(323) 984-1016
Clean Streak Corp	7850 S Normandie Ave # 18	LOS ANGELES	CA	90044	(310) 502-3880
PRISTINE SERVICES INC	8711 South Harvard Blvd Apt 539	LOS ANGELES	CA	90047	(310) 908-2564
C and F Cleaning Services Inc.	2701 Wilshire Blvd. #607	LOS ANGELES	CA	90057	(213) 477-4473
A & D Cleaning Services LLC	1228 East 118th Street	LOS ANGELES	CA	90059	(323) 458-9533
S.C. South-Cali Maintenance LLC	1646 W. 38th Place	LOS ANGELES	CA	90062	(213) 359-7188
Dignity Cleaning Services, Inc.	3221 Arvia Street	LOS ANGELES	CA	90065	(323) 573-6254
Ruben Garcia Uribe	1910 11th Street	LOS OSOS	CA	93402	(805) 748-3291
Angelina's Cleaning Services LLC	10680 Medanos Avenue	LUCERNE VALLEY	CA	92356	(909) 242-2888
Leysa Cleaning Service, Inc.	4343 Martin Luther King Jr. Blvd	LYNWOOD	CA	90262	(323) 424-9178
G & M Commercial Cleaning, LLC	10812 California Ave	LYNWOOD	CA	90262	(310) 995-7789

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Green Maintenance Services LLC	9941 State St Apt A	LYNWOOD	CA	90262	(323) 906-4569
Castillo Perez Family, LLC	650 Bernardi Ave	MADERA	CA	93637	(559) 871-9713
One Main Janitorial, Inc	3554 ROCKY BOTTOM ST	MADERA	CA	93637	(559) 481-2512
K & C Cleaning Services, LLC	1508 Robinwood Way	MADERA	CA	93638	(559) 416-0185
Clean Tech Building Maintenance LLC	21305 Glen Oaks Rd.	MADERA	CA	93638	(925) 998-2311
T & M Janitorial Services	1416 Wessmith Way	MADERA	CA	93638	(559) 474-7319
Teresa and Nicolas Arreguin dba Arreguin Cleaning	1416 Robinwood Way	MADERA	CA	93638	(818) 263-7218
Alfonso Nunez dba A & J Cleaning Service	1192 Marguerite Ave	MANTECA	CA	95336	(209) 302-2199
4 Core Clean LLC	1555 Ashwood Drive	MARTINEZ	CA	94553	(415) 933-2443
Cheng Her	5578 Meadow Brook Way	MARYSVILLE	CA	95901	(530) 301-5885
Limpieza Employment Opportunity LLC	29445 Cresta Drive	MENIFEE	CA	92584	(619) 602-5196
Harlyn LLC	2171 Larimore Lane	MENTONE	CA	92359	(909) 222-7401
Rosaelia Torres	10460 Sandstone Ct	MENTONE	CA	92359	(909) 557-8706
Meng Environmental Services LLC	1219 Sunup Dr.	MERCED	CA	95348	(209) 658-1527
7 Bluestars Cleaning LLC	2726 N. Drake Ave	MERCED	CA	95348	(510) 322-1849
Hue Xiong	2306 Pinon Court	MERCED	CA	95348	(209) 947-1414
IQ Facility Management Services, LLC	27525 Puerta Real Unit 300-172	MISSION VIEJO	CA	92691	(510) 776-2258
Octavio Carmona	23151 Los Alisos Blvd. Apt 51	Mission Viejo	CA	92691	(949) 547-2989
Jacqueline E. Rios	21622 Marguerite Parkway Apt 34	MISSION VIEJO	CA	92692	(714) 932-9186
CMC Cleaning Services LLC	2200 Standiford Ave #260	MODESTO	CA	95350	(209) 225-7353
Velasquez Cleaning Logistics LLC	2200 Standiford Ave. Apt. 156	MODESTO	CA	95350	(209) 996-5224
Alania Cleaning Service LLC	2025 W. Rumble Road	MODESTO	CA	95350	(209) 204-4574
Carlos Alfonso	2200 Standiford Ave Apt 260	MODESTO	CA	95350	(209) 225-7353
Lal Janitorial LLC	1700 Cashmere Drive	MODESTO	CA	95355	(209) 402-7645
Maria Ramirez	1726 Denver St	MODESTO	CA	95358	(209) 996-3332
JP Cleaning Services LLC	738 W Lemon Avenue	MONROVIA	CA	91016	(424) 386-6367
JP Cleaning Services LLC	738 W. Lemon	MONROVIA	CA	91016	(424) 386-6367
Reliable Cleaning Services L.L.C.	2450 Peck Rd # 34	MONROVIA	CA	91016	(626) 739-8322
Spotless Sanitation LLC	928 Lexington Avenue	MONTEBELLO	CA	90640	(323) 839-9141
Total Cleaning Services Enterprises, Inc.	P.O. Box 703	MONTEBELLO	CA	90640	(562) 658-7490
ISKY Cleaning Services LLC	825 Casanova Ave. #24	MONTEREY	CA	93940	(831) 582-1403
Rogelio Sanchez Cleaning Services LLC	6595 Duke Street	Moorpark	CA	93021	(805) 298-2727
Marla Burrior dba RB3 Cleaning Services	15720 Jalandie Ln.	MORENO VALLEY	CA	92551	(323) 535-2470
Rosa Maria Perez De Escobar	17675 Camino Sonrisa	MORENO VALLEY	CA	92551	(951) 486-9216
Kleen Hands Mobile Detailing Service LLC	25870 Shoreline Drive	MORENO VALLEY	CA	92551	(951) 363-9379
Regina L. Jones dba Silas's Cleaning Services	14583 Aruba Pl.	MORENO VALLEY	CA	92553	(951) 655-0279
Adam Jackson LLC	13131 Sweet Spice St	MORENO VALLEY	CA	92553	(951) 313-5632
JB Cleaning LLC	13936 Gaye St	MORENO VALLEY	CA	92553	(951) 261-2213
KB Cleaning Services LLC	13604 Rock Crest Drive	MORENO VALLEY	CA	92553	(951) 333-9382
Southern California Cleaning Services LLC	25244 Old Farm St	MORENO VALLEY	CA	92553	(951) 569-2473
Lorena's Cleaning Services LLC	22330 Farragut Ave	MORENO VALLEY	CA	92553	(786) 923-7992
Adel Baker	13150 Scooty Lane	MORENO VALLEY	CA	92553	(951) 623-4020
Elizabeth Medina LLC	25921 Coriander Court	MORENO VALLEY	CA	92553	(909) 648-0484
Jenny Martinez	27261 Willow Leaf Road	MORENO VALLEY	CA	92555	(951) 378-3071
A & R Cleaning Services Inc	24655 Sundial Way	MORENO VALLEY	CA	92557	(951) 536-0668

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Thank You Lord Enterprises LLC	10940 Grass Valley Circle	MORENO VALLEY	CA	92557	(909) 636-4496
Marvin Dotimas Castillo	39410 Brighton St.	MURRIETA	CA	92563	(951) 760-2823
Diamond Professional Cleaning Service LLC	2429 Prospect Street	NATIONAL CITY	CA	91950	(619) 530-1349
J & P Services LLC	1110 E. 8th Street Apt 211	NATIONAL CITY	CA	91950	(619) 386-5413
Jose Francisco Gonzalez dba Quality Healthy Cleaning	3065 Lodgewood Street	NEWBURY PARK	CA	91320	(805) 368-3731
JLG LLC	660 Avenida Del Platino	NEWBURY PARK	CA	91320	(805) 444-1863
Corey Owens Janitorial Service, LLC	P.O. Box 1351	NILAND	CA	92257	(760) 925-7522
E & G Cleaning, Inc.	4233 Worthington Dr.	NORTH HIGHLANDS	CA	95660	(916) 871-7798
Flash's Cleaning Services LLC	11045 La Maída St	NORTH HOLLYWOOD	CA	91601	(626) 318-9143
R & B Multi Services Inc	7806 Whisett Ave.	North Hollywood	CA	91605	(818) 679-6726
Prasads Janitorial Services LLC	398 malcom dr.	NORTH RICHMOND	CA	94801	(510) 322-1667
Vilma Yolanda Arreola dba J-A-M Cleaning C	18758 Roscoe Blvd.	NORTH RIDGE	CA	91324	(818) 675-7023
Anna's Cleaning Services LLC	18630 Bryant St	NORTH RIDGE	CA	91324	(818) 480-1841
Jose Fuentes dba Serrano Cleaning Services	12043 Excelsior Dr	NORWALK	CA	90650	(415) 324-0142
Haydee Santana dba Haydee's Cleaning	14314 Alburdis Ave	NORWALK	CA	90650	(562) 219-9009
Delmi Rosario Guzman dba Guzman Cleaning Svcs	14545 Elmcroft Avenue	NORWALK	CA	90650	(562) 822-1962
G & A Cleaning Services LLC	14545 Elmcroft Avenue	NORWALK	CA	90650	(562) 583-7257
First Chance Cleaning Service LLC	14300 Ben Nevis Ave	NORWALK	CA	90650	(310) 760-6717
Hussleman Cleaning L.L.C.	14402 Longworth Ave	NORWALK	CA	90650	(818) 617-5404
Mercedes E. Cisneros	13916 Holcourt Ave.	Norwalk	CA	90650	(562) 822-8127
ICRIN LLC	708 Lark Ct.	NOVATO	CA	94947	(415) 879-0572
Aquejets Cleaning Services LLC	30941 Apricot Ave	NUEVO	CA	92567	(951) 623-1085
The Cover Cleaning LLC	11030 Edgell Road	OAK HILLS	CA	92344	(909) 645-4843
Flashfloods Maintenance and Janitorial LLC	13708 CAMPUS DRIVE	OAKLAND	CA	94605	(510) 706-2597
Vision Cleaning LLC	266 Adams St. Apt. 201	OAKLAND	CA	94610	(510) 338-2842
PINEAL-1 JANITORIAL & CLEANING SERVICES INC	550 18th St	OAKLAND	CA	94612	(510) 282-3750
Enrique Echeverria	1323 19th Street	Oceanco	CA	93445	(805) 709-1415
JM Cleaning Services LLC	P.O. Box 916	OCEANO	CA	93475	(805) 540-1643
Adolfina Eckman	3472 Thunder Drive	Oceanside	CA	92056	(760) 696-5204
Action Cleaning Services Inc.	3464 Los Mochis Way	Oceanside	CA	92056	(760) 681-0309
Subic Cleaning Service LLC	4580 Calle Del Palo	Oceanside	CA	92057	(760) 757-4392
Rosario O. Duldulao	117 Lynn Street	OCEANSIDE	CA	92058	(760) 672-3529
FUSZ Janitorial LLC	1765 Dukes Ct.	OLIVEHURST	CA	95961	(530) 441-8529
Rodrileon's Commercial Cleaning Services LLC	1630 6th. Ave.	OLIVEHURST	CA	95961	(916) 868-2620
Jose Luis Garcia	1317 W Vesta Street	ONTARIO	CA	91762	(909) 973-7979
Xtreme Cleaning Service INC	945 East Harvard Place	ONTARIO	CA	91764	(909) 243-0606
ACA Services , LLC	501 E Katella Ave	ORANGE	CA	92867	(714) 482-5897
HQC Quality Cleaning, LLC	3099 W Chapman Ave	ORANGE	CA	92868	(909) 441-2153
Holcomb Quality Cleaning LLC	3099 W. Chapman Avenue	ORANGE	CA	92868	(909) 441-2153
LMT Services LLC	835 Feather Ave	OROVILLE	CA	95965	(530) 282-7643
Yia Yang dba YY Janitorial Cleaning Service	5706 Lower Wyandotte Road	OROVILLE	CA	95966	(530) 774-4953
CN Cleaning Services LLC	2525 A Street	OROVILLE	CA	95966	(530) 514-5998
Mock Cleaning Services LLC	140 Sarita Dr	OXNARD	CA	93030	(805) 904-5537
Mr. Sparkles Cleaning Services LLC	1035 Paseo Ortega	OXNARD	CA	93030	(805) 889-9422
J and L Supreme Cleaning LLC	1301 Commercial Ave	OXNARD	CA	93030	(805) 302-7567

**Exhibit E**  
**Operating Franchisees as of December 31, 2023**

<b>Operating Franchisee</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
A and B Cleaning Services LLC	1630 E 1st, St	OXNARD	CA	93030	(805) 758-1209
Dream Clean LLC	1041 Yukonite PL	OXNARD	CA	93030	(805) 754-1562
J and V Office Cleaning LLC	701 Janetwood Dr	OXNARD	CA	93030	(805) 758-0360
Ferdies Best Cleaning Services LLC	1878 Socorro Way	OXNARD	CA	93030	(805) 216-0947
Jose Garcia	1201 Entrada Drive	Oxnard	CA	93030	(805) 718-3475
Claudia Villanueva	1301 Hull Pl. Apt. 1	Oxnard	CA	93030	(805) 824-5095
Franky and Fer Cleaning Services LLC	4860 Alexander Drive	OXNARD	CA	93033	(805) 290-2151
Mary's Sparkle Cleaning LLC	3042 Monterrey Street	OXNARD	CA	93033	(805) 202-6907
Chay Cleaning Services LLC	271 Bishop Way	OXNARD	CA	93033	(805) 512-1395
Esthers Sparkle Cleaning LLC	1147 S. "C" Street Apt #9	OXNARD	CA	93033	(805) 814-3931
Linda's Cleaning Services LLC	1314 West Date St	OXNARD	CA	93033	(805) 607-2634
M and T Support Cleaning LLC	235 Wolff St	OXNARD	CA	93033	(805) 253-5197
Josefina Leon Cleaning Services LLC	1421 Quincy Street	Oxnard	CA	93033	(805) 844-2848
Everardo Hernandez	3121 South B Street	Oxnard	CA	93033	(805) 844-9270
Santiago Hernandez	413 W. Fir Ave	OXNARD	CA	93033	(805) 844-9142
Javier Lopez	1263 W. Iris Street	Oxnard	CA	93033	(805) 443-1957
New Generation Cleaning Service, LLC	3720 Tiller Dr.	OXNARD	CA	93035	(805) 340-2267
E & K Cleaning Services, LLC	3101 W. Hemlock Street	OXNARD	CA	93035	(805) 793-2531
ProServices LLC	3610 Isle Way	OXNARD	CA	93035	(805) 298-5430
Al's Supreme Clean LLC	3530 Keel Avenue	Oxnard	CA	93035	(805) 469-2882
E-Rojas, LLC	914 Saratoga Street	Oxnard	CA	93035	(805) 910-7862
Nancy DeHuma	1025 Saratoga Street	Oxnard	CA	93035	(805) 804-0298
CLARISOL CLEANING SERVICES LLC	2651 Wagon Wheel Rd	OXNARD	CA	93036	(805) 280-3116
Humberto M. Lopez	12595 Mercer Street	Pacoima	CA	91331	(818) 439-7536
A & J Diamond Cleaning Services LLC	43920 Buena Circle	PALM DESERT	CA	92260	(760) 609-3961
Optimum Cleaning Services LLC	37847 Santoro Way	PALMDALE	CA	93550	(661) 576-9924
The Kleaners LLC	190 Sierra Court	PALMDALE	CA	93550	(818) 862-2282
Pristine Cleaning LLC	3325 Marbella Lane	PALMDALE	CA	93550	(323) 528-1034
COITI CLEANING INC	38032 5th St East Apt 74	PALMDALE	CA	93550	(661) 585-7091
Maria's U. Limited Cleaning Services of CA	39002 11th Street West	PALMDALE	CA	93551	(951) 347-9267
Skilled Commercial Cleaning Services LLC	41937 Tilton Drive	PALMDALE	CA	93551	(661) 365-7358
5INCO, Inc.	38618 Dedham Court	PALMDALE	CA	93552	(661) 794-1507
Carolina Manjarrez	37263 Massa Ct.	Palmdale	CA	93552	(818) 613-6209
Idania Del Cid Cleaning Services L.L.C.	16600 High Acres Ave	PALMDALE	CA	93591	(310) 954-6808
MDI Cleaning Services LLC	2000 Newport Ave	PASADENA	CA	91103	(626) 390-2490
Jeovanni Delgado	2000 New Port Ave.	Pasadena	CA	91103	(626) 375-7251
Rendon Cleaning Services LLC	206 Red River Drive	PASO ROBLES	CA	93446	(805) 400-5913
Alberto Aguilar Rendon	1037 Nanette Lane	PASO ROBLES	CA	93446	(805) 591-7067
Minas Cleaning Services LLC	8605 Smith St	PATTERSON	CA	95363	(209) 895-0951
Zoraida Margarita Cuba	330 Orange Blossom Lane	PATTERSON	CA	95363	(209) 566-2634
Rafael Rios dba Bayardo Cleaning Service	21400 Orange Ave	PERRIS	CA	92570	(951) 901-0267
Marin's Cleaning Services LLC	1400 Creekwood Court	PERRIS	CA	92571	(951) 229-3042
Naree Yang	3590 Breeze Court	PERRIS	CA	92571	(909) 952-6710
Julie's Janitorial LLC	1030 Bending Willow Way	PITTSBURG	CA	94565	(925) 726-8268
Cordova Services LLC	P. O. BOX 540	PIXLEY	CA	93256	(559) 556-1852

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Sage Cleaning Service, Inc.	1642 Orchard Dr	PLACENTIA	CA	92870	(657) 688-9631
Kaytee Commercial Cleaning LLC	5801 Sterling Greens Cir,	PLEASANTON	CA	94566	(925) 519-3746
Eva's Cleaning LLC	2049 Titus Ave.	POMONA	CA	91766	(909) 263-2921
Ballesteros Enterprises LLC	968 W. 11th Street	POMONA	CA	91766	(909) 282-7855
Sweet Dreams Cleaning Services LLC	2591 Tiller Avenue	PORT HUENEME	CA	93041	(805) 607-5842
Martin G. Balderas	213 Sharon Lane	Port Hueneme	CA	93041	(805) 290-3468
Tapia's Cleaning, LLC	1888 W. San Lucia Ave	PORTERVILLE	CA	93257	(559) 920-6586
Lemongrass Cleaning Services LLC	344 N. Roche Street	PORTERVILLE	CA	93257	(559) 310-2840
Oscar Dimas	5523 Harmony Ln.	Quartz Hill	CA	95536	(323) 620-0611
Camila's Janitorial Service Inc	2623 Ellenbrook Drive	RANCHO CORDOVA	CA	95670	(916) 544-7954
Top Line Cleaning Services LLC	3697 Edington Drive	RANCHO CORDOVA	CA	95742	(916) 390-8783
RS Cleaning Service LLC	9400 Fairway View Pl	RANCHO CUCAMONGA	CA	91730	(909) 544-1374
Cagle Cleaning Services LLC	P.O. Box 219	RANCHO CUCAMONGA	CA	91739	(951) 347-3272
Hector Gonzalez dba H & A Services	49 Pasto Rico	RANCHO SANTA MARG	CA	92688	(949) 275-6590
DLJ	1632 Hamilton Court	REDLANDS	CA	92374	(909) 831-0267
Pacific Building Care LLC	1102 Tribune St	REDLANDS	CA	92374	(909) 275-4389
Roberto Agana	918 E. Santa Rosa	REEDLEY	CA	93654	(559) 356-1533
Zecena's Professional Cleaning Service LLC	765 S. Willow Avenue	RIALTO	CA	92376	(909) 965-7787
Gloria's Housekeeping LLC	1012 S Riverside Ave	RIALTO	CA	92376	(951) 796-8739
Sharma's Cleaning Services LLC	398 Malcom Drive	RICHMOND	CA	94801	(510) 334-4757
L & J Tech Cleaning LLC	2342 Gaynor Ave	RICHMOND	CA	94804	(510) 375-2982
Rosa B. Ore	3400 Richmond Parkway	RICHMOND	CA	94804	(510) 375-2982
Sunrise Cleaning Inc	1146 O Street	RIO LINDA	CA	95673	(916) 868-9403
Team G & G LLC	13220 April Dr.	Riverside	CA	92503	(714) 420-2299
Arroyo's Janitorial Service	9478 JoJo Way	RIVERSIDE	CA	92503	(951) 352-0806
Brown's Cleaning Service L.L.C.	5198 Arlington Ave #151	RIVERSIDE	CA	92504	(909) 836-9001
Francisco Arizmendi	3613 Nye Ave Unit #6	RIVERSIDE	CA	92505	(714) 235-0988
Isamar JR LLC	5123 Hallmark St	RIVERSIDE	CA	92505	(951) 707-6388
Chicago Cleaning Services LLC	4706 Vine Circle	ROCKLIN	CA	95765	(916) 710-3506
NK Industry LLC	7216 Encore Way	ROSEVILLE	CA	95747	(916) 367-8423
Master Commercial Cleaning Services LLC	3136 Big Bear Drive	ROSEVILLE	CA	95747	(916) 753-8036
Gunawan Cleaning Service LLC	18642 Barroso St	ROWLAND HEIGHTS	CA	91748	(626) 242-6995
Dayse D. Salinas	18644 Marimba St.	Rowland Heights	CA	91748	(626) 363-3312
EC Cleaning Service LLC	18142 Colima Road	ROWLAND HEIGHTS	CA	91748	(626) 542-5522
A & A Janitorial	4571 Summit Way	SACRAMENTO	CA	95820	(916) 949-0458
JLDH Investment Group, LLC	3700 64th St.	SACRAMENTO	CA	95820	(916) 254-1048
Carrasco Building Services, Inc	4504 34th St	SACRAMENTO	CA	95820	(916) 579-4856
A+ Justify Cleaning Services LLC	7520 Brownwood Way	SACRAMENTO	CA	95822	(916) 280-6781
Smoth Service LLC	5960 S. Land Park Dr.	SACRAMENTO	CA	95822	(279) 224-5841
Guillen Services LLC	1430 65th Ave	SACRAMENTO	CA	95822	(916) 271-7982
AD Cleaning Services LLC	6732 Steiner Drive	SACRAMENTO	CA	95823	(916) 524-7076
Krishant Cleaning Services LLC	5674 Valley Vale Way	SACRAMENTO	CA	95823	(916) 271-7868
Huerta Guzman Cleaning Services LLC	7705 Milroy Way	SACRAMENTO	CA	95823	(916) 519-8627
D & I Commercial Cleaning Services LLC	7780 Center Parkway #40	SACRAMENTO	CA	95823	(916) 254-2162
Night & Day Janitorial LLC	5795 Boyton Way	SACRAMENTO	CA	95823	(916) 995-8368



Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
S & SC Office Cleaning, LLC	241 Clear Sky Circle	SACRAMENTO	CA	95823	(916) 247-4644
Beto and Mari's Cleaning Services, LLC	6025 Dias Avenue Space 194	SACRAMENTO	CA	95824	(916) 410-7432
MPThree Cleaning Services LLC	7068 New Sacto Way	SACRAMENTO	CA	95824	(916) 802-9027
Mission L D Cleaning Services LLC	6025 Dias Ave #196	SACRAMENTO	CA	95824	(916) 281-9348
MTS Cleaning LLC	1068 Clinton Rd	SACRAMENTO	CA	95825	(510) 759-1118
Anna Cleaning Services LLC	4209 Leafmont Way	SACRAMENTO	CA	95826	(916) 595-1983
1 United Cleaning Services LLC	9260 Corinthian Circle	SACRAMENTO	CA	95826	(916) 917-2000
SGT Time Maintenance LLC	9184 Blue Point Ln #7	SACRAMENTO	CA	95826	(916) 533-1921
NavNick Cleaning Services LLC	7740 52nd Ave	SACRAMENTO	CA	95828	(916) 519-1354
Agents Cleaning Services LLC	8277 Sannam Way	SACRAMENTO	CA	95828	(916) 236-9146
Huerta & Guzman Cleaning Services LLC	7817 Camrose Way	SACRAMENTO	CA	95828	(415) 424-5427
Fines Commercial Cleaning LLC	9369 Brear Grass Circle	SACRAMENTO	CA	95829	(916) 429-5957
Rays Family of Industries LLC	10335 Saddle Creek Dr.	SACRAMENTO	CA	95829	(916) 256-8423
Taylor's Cleaning Service, LLC	8048 Sauvignon Ct	SACRAMENTO	CA	95829	(916) 825-4099
Ashween Cleaning Services, LLC	9149 Lucchesi Drive	SACRAMENTO	CA	95829	(916) 471-9844
Elite Commercial Maintenance LLC	501 Rivergate Way # 247	SACRAMENTO	CA	95831	(916) 753-9661
Moonlight Environmental Services LLC	1971 Expedition Way	SACRAMENTO	CA	95832	(916) 271-7390
Rincon Cleaning Services LLC	1611 Rocky Bend Dr	SACRAMENTO	CA	95833	(916) 289-3093
LLG Commercial Cleaning LLC	2315 Mossy Bank Drive	SACRAMENTO	CA	95833	(916) 841-6637
R & S Cleaning Services LLC	2918 Weald Way #923	SACRAMENTO	CA	95833	(916) 997-5752
Penal's Cleaning Services LLC	2841 American Ave	SACRAMENTO	CA	95833	(916) 600-1392
Espinoza and Sons Janitorial LLC	4500 Natomas Centro Dr. Apt. 632	SACRAMENTO	CA	95834	(916) 247-9635
Eduardo Gomez	4912 Arbor Dr	SACRAMENTO	CA	95834	(209) 663-3103
Xcel Cleaning Services LLC	5601 Natomas Blvd.	SACRAMENTO	CA	95835	(916) 809-0641
M & D Premier Cleaning Services, LLC	5688 Lolet Way	SACRAMENTO	CA	95835	(510) 859-5757
Diana and Brothers Commercial Cleaning LLC	3343 Norwood Avenue, Apt. 11	SACRAMENTO	CA	95838	(916) 694-3970
K & R Commercial Cleaning LLC	815 Blaine Ave	SACRAMENTO	CA	95838	(913) 708-9126
Let Us Do It Cleaning Services LLC	4390 Burgess Drive	Sacramento	CA	95838	(916) 281-6793
Best Choice Cleaning Solution, Inc.	708 Naruth Way	SACRAMENTO	CA	95838	(916) 475-6988
ValTor LLC	5820 Shadow Creek Dr. Apt. 2	SACRAMENTO	CA	95841	(626) 392-9473
All Solutions Cleaning, Inc.	4987 Curvewood Way	SACRAMENTO	CA	95841	(916) 430-1633
GusGaMa Cleaning Services LLC	7473 Holworthy Way Apt 276	SACRAMENTO	CA	95842	(619) 480-3693
Nadist Cleaning Services LLC	P O Box 60523	SACRAMENTO	CA	95860	(916) 459-5467
AriaSofi Services LLC	303 Front St. St. 118	SALINAS	CA	93901	(408) 767-0300
Crystal Clean Commercial Services LLC	260 E. 43rd Street	SAN BERNARDINO	CA	92404	(909) 269-2993
Ivan Sanchez	2806 Acacia Avenue	San Bernardino	CA	92405	(909) 212-2243
DSB Cleaning Services Inc	5578 Aster St	SAN BERNARDINO	CA	92407	(323) 331-7849
DSB Cleaning Services, Inc	5578 Aster St.	SAN BERNARDINO	CA	92407	(323) 331-7849
Robert Yepez Cleaning Service Inc.	4063 Britsilcone Pine LN	SAN BERNARDINO	CA	92407	(626) 484-8505
V.E.C.L.-A Inc	2970 Vermont St.	SAN BERNARDINO	CA	92407	(850) 304-3197
Enma R. Maldonado	1977 E San Bernardino Ave	SAN BERNARDINO	CA	92408	(909) 709-7872
We Clean For You LLC	830 San Carlo Ave	SAN BERNARDINO	CA	92410	(909) 520-2714
M.Y Professional Cleaning LLC	1249 W. Victoria St	SAN BERNARDINO	CA	92411	(951) 425-2290
Divine Commercial Cleaning LLC	210 Elm Ave	SAN BRUNO	CA	94066	(650) 834-3328
MAAO Cleaning Services Corp	1513 Calle Sacramento	SAN CLEMENTE	CA	92672	(949) 353-3490

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Kathy Bonilla	215 Avenida Monterey Apt 3	San Clemente	CA	92672	(949) 212-4189
Luviano Cleaning Solutions LLC	649 Cotton Street	SAN DIEGO	CA	92102	(619) 831-5409
SD Best Quality LLC	4754 Cereza Street Apt B2	SAN DIEGO	CA	92102	(619) 512-6572
Santiago and Alicia Zuniga dba Zuniga Cleaning Services	751 49th St.	San Diego	CA	92102	(619) 382-5902
Double Ace Cleaning Services LLC	4605 Thorn St	SAN DIEGO	CA	92105	(619) 366-8687
Halima's Commercial Cleaning LLC	5454 Bayview Height Pl Apt 2	SAN DIEGO	CA	92105	(858) 789-8176
Liceaga Cleaning Service LLC	1211 Gloria Street	SAN DIEGO	CA	92113	(619) 719-0869
Maya Janitorial Services LLC	4814 Logan Ave Apt 103	SAN DIEGO	CA	92113	(619) 547-5153
Jarrod V Dulay dba J6 Cleaning Services	7171 Lisbon Street	SAN DIEGO	CA	92114	(619) 262-4376
Lazos Janitorial Cleaning LLC	5850 Grewia Street	SAN DIEGO	CA	92114	(619) 434-4117
Guadalupe Perez	6781 Madrone Avenue	San Diego	CA	92114	(619) 263-5213
Donna Ross	5728 Roswell Street	SAN DIEGO	CA	92114	(619) 642-9658
Mr. Carrillo's General Cleaning, Inc.	5705 Bates Street #95	SAN DIEGO	CA	92115	(619) 616-4116
Carrillo's General Cleaning LLC	5705 Bates Street Apt 95	SAN DIEGO	CA	92115	(619) 453-7535
Maria Perez	6138 Madeline Street	San Diego	CA	92115	(619) 287-2640
Denise Cruz	4237 Estrella Avenue	SAN DIEGO	CA	92115	(619) 997-9404
Martinez's Cleaning Company LLC	4561 Hawley Blvd #5	SAN DIEGO	CA	92116	(619) 454-2850
Ehtabeba LLC	6699 Beadnell Way #201	SAN DIEGO	CA	92117	(858) 436-5639
Dominique Huwaert dba Huwaert Janitorial Service	2775 Luna Avenue	San Diego	CA	92117	(858) 270-7683
Thompson Building Maintenance Services LLC.	6387 Lake Alturas Ave	SAN DIEGO	CA	92119	(619) 818-3498
Christopher S. Trajano dba C-Pro Cleaners	9111 Hadley Place	SAN DIEGO	CA	92126	(442) 888-2584
Harris Company LLC	8717 Longwood Street	SAN DIEGO	CA	92126	(858) 216-5778
Vivi's Cleaning Service LLC	9546 Carroll Canyon Road #131	SAN DIEGO	CA	92126	(619) 715-5932
KING PENN LLC	10460 Maya Linda Rd Apt F 209	SAN DIEGO	CA	92126	(619) 771-9584
Manuel G. De Guzman	7635 Norcanyon Way	San Diego	CA	92126	(858) 414-7501
Danny Magsalin	8459 Westmore Road #61	San Diego	CA	92126	(858) 382-7175
All Day & Night Services, Inc.	7564 Northrup Drive	San Diego	CA	92126	(858) 693-3644
Raintree Concepts Corp	9032 Libra Drive	San Diego	CA	92126	(858) 536-1441
Mitchell's Building Maintenance Inc	11313 Avenida De Los Lobos Unit H	SAN DIEGO	CA	92127	(858) 717-5020
Gerlie Naval	12755 Amaranth Street	SAN DIEGO	CA	92129	(858) 577-0540
Mae & Earls Selectives Inc	P.O. Box 83641-3641	SAN DIEGO	CA	92138	(800) 804-6375
Juan & Irma Cleaning Services LLC	P.O. Box 84077	SAN DIEGO	CA	92138	(619) 840-4698
Olga E. Nunez dba Mario's Services Cleaning	2005 Manzana Way	SAN DIEGO	CA	92139	(619) 807-2049
Mira's Janitorial Services LLC	2185 Calle Serena	SAN DIEGO	CA	92139	(619) 888-2863
D & B Cleaning Services	608 Vista San Rafael	SAN DIEGO	CA	92154	(619) 850-3783
J & R Commercial Cleaning LLC	1810 Canal Street	SAN DIEGO	CA	92154	(858) 429-8314
Juan J. Borbon	P.O. Box 5141	SAN DIEGO	CA	92165	(619) 742-1236
Car-Mel Maintenance Services LLC	P.O. Box 4008	SAN DIMAS	CA	91773	(909) 215-3026
Camacho Cleaning services Inc	2150 Sloat Blvd.	San Francisco	CA	94116	(415) 424-7177
Orelia Commercial & Residential Cleaning Services, LLC	1631 Palou Ave	SAN FRANCISCO	CA	94124	(415) 745-4934
Sparklin Janitorial Services LLC	17 Dedman Court	SAN FRANCISCO	CA	94124	(415) 516-3703
Howard Cleaning Services LLC	457 Sunnyside Blvd	SAN JACINTO	CA	92582	(949) 285-6174
A - Z Cleaning LLC	175 Lipizzan Drive	SAN JACINTO	CA	92582	(818) 312-4511
Heavenly Hands Cleaning Svcs LLC	992 Midnight Ln	SAN JACINTO	CA	92582	(951) 435-0043
FJ Guzman Commercial Cleaning LLC	905 Chestnut St.	SAN JOSE	CA	95110	(408) 912-3773

**Exhibit E**  
**Operating Franchisees as of December 31, 2023**

<b>Operating Franchisee</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
DA Cleaning Solutions LLC	3810 Maui Dr.	SAN JOSE	CA	95111	(669) 299-0767
VG Bautista Commercial Cleaning LLC	955 S. 6th Street Apt. 3204	SAN JOSE	CA	95112	(405) 549-5715
Makella's Cleaning Inc	2155 Lanai Ave. Apt. 164	SAN JOSE	CA	95122	(408) 661-3280
Hernandez Maintenance Services LLC	1648 Waverly Ave	SAN JOSE	CA	95122	(669) 235-1104
IP Health Base Janitorial LLC	1162 Tallahassee Drive	SAN JOSE	CA	95122	(408) 250-4797
Colima's Cleaning Services	2439 Rinconada Dr #21	SAN JOSE	CA	95125	(408) 784-5415
Serpa Commercial Cleaning LLC	68 Pala Ave	SAN JOSE	CA	95127	(408) 239-6440
Emmanuel Services LLC	1113 White Cliff Dr.	SAN JOSE	CA	95129	(650) 944-9967
VGE Cleaning Services LLC	4194 Hamilton Ave #25	SAN JOSE	CA	95130	(669) 238-5268
Service By Gomez LLC	2569 E Trimble Rd	SAN JOSE	CA	95132	(669) 293-3207
Luxury Laundry Lounge L.L.C dba L3 Enterprises	1777 Newbury Park Drive #202	SAN JOSE	CA	95133	(510) 695-1639
SO Finesse Sanitizing Services LLC	6921 Rodling Drive	SAN JOSE	CA	95138	(323) 309-9850
Pro Clean and Maintenance LLC	PO Box 23428	SAN JOSE	CA	95153	(206) 465-7804
Juan Dominguez	31084 Via San Vicente	SAN JUAN CAPISTRANO	CA	92675	(949) 257-7159
Edison Padilla dba Edison Padilla	1610 Mono Ave. Apt. # 8	SAN LEANDRO	CA	94578	(510) 384-5050
HD Cleaning Services LLC	1200 141st Ave	SAN LEANDRO	CA	94578	(510) 355-2343
Donald's Janitorial Services Inc	15136 NORTON ST.	SAN LEANDRO	CA	94579	(510) 479-2591
A Unique Cleaning	16156 Via Conejo	SAN LORENZO	CA	94580	(510) 331-9186
Got It All Commercial Cleaning Services LLC	15808 Hesperian Blvd #960	SAN LORENZO	CA	94580	(510) 383-0032
So Fresh & Clean LLC	15552 Lorenzo Ave.	SAN LORENZO	CA	94580	(510) 472-3636
Noemi's Cleaning, LLC	3860 S. Higuera St. Space 254	SAN LUIS OBISPO	CA	93401	(805) 704-5153
Ruiz & Company Cleaning Service, Inc.	1560 Indian Summer Road	SAN MARCOS	CA	92069	(760) 917-3269
Business Cleaning Solutions LLC	567 Carrie Circle	SAN MARCOS	CA	92069	(760) 450-7332
Hope Cleaning LLC	3400 Richmond Pkwy # 1911	SAN PABLO	CA	94806	(925) 207-3026
Tascon Cleaning Services LLC	9025 Alcosta Blvd #25	SAN RAMON	CA	94583	(925) 953-3796
Aracely's Cleaning Services LLC	511 E. San Ysidro Blvd #7101	SAN YSIDRO	CA	92173	(619) 789-9521
GM All Cleaning Corp	859 W San Ysidro Blvd Unit 13	SAN YSIDRO	CA	92173	(619) 587-0551
Manny's Industrial Cleaning Co. LLC	3283 Tequila Way	SAN YSIDRO	CA	92173	(619) 494-7890
Sunrise Janitorial LLC	10644 E Tulare Ave	SANGER	CA	93657	(559) 554-6119
Javier Uribe dba Xavier Janitors	808 N. Lacy St.	SANTA ANA	CA	92701	(714) 881-9910
Sunrise Cleaning Services LLC	826 Beverly Pl	SANTA ANA	CA	92701	(714) 353-6125
DE Original Cleaning LLC	1000 E. Bishop Street	SANTA ANA	CA	92701	(310) 438-0278
Mario Garcia	P.O. Box 1769	SANTA ANA	CA	92702	(714) 697-3488
Peraza Cleaning Services, Inc	2218 S. Greenville	Santa Ana	CA	92704	(714) 925-6567
H & H Cleaning, Inc	2601 W. Saint Gertrudes Place	SANTA ANA	CA	92704	(657) 230-3980
Pro Building Services, LLC	206 S. Sullivan St	SANTA ANA	CA	92704	(714) 586-1770
Makmur Service LLC	727 S. Lyons St. Apt C105	SANTA ANA	CA	92705	(747) 322-9559
A&C Cleaning Service, LLC	1608 N Parton St Apt A	SANTA ANA	CA	92706	(714) 658-0949
Melendez Janitorial Services, LLC	1234 Hickory Street	SANTA ANA	CA	92707	(657) 266-7749
Teodoro Maintenance Services, LLC	819 W. Stevens Ave. Apt 17	SANTA ANA	CA	92707	(714) 925-5432
Teodoro Maintenance Services, LLC	819 W. Stevens Ave	SANTA ANA	CA	92707	(714) 604-9777
Moises Rico Galicia	2140 S. Woodland Pl	Santa Ana	CA	92707	(714) 913-7898
Jeanette Garcia	2317 S Olive St	SANTA ANA	CA	92707	(714) 425-5188
Zamoras Cleaning Services LLC	230 Grove Lane	Santa Barbara	CA	93105	(805) 570-4803
Maria A. Ocampo	4141 Paseo Redondo, # B	SANTA BARBARA	CA	93110	(805) 570-2713

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Juan G. Aldapa	112 South Patterson Ave., Apt. 106	SANTA BARBARA	CA	93111	(805) 324-2962
KCG Janitorial Cleaning Service, LLC	561 Lindeman Ln	SANTA MARIA	CA	93454	(805) 266-0818
JAN Cleaning Services LLC	1546 Lahr Ln	SANTA MARIA	CA	93454	(805) 878-8209
DLC Cleaning LLC	302 E Bunny Ave	SANTA MARIA	CA	93454	(805) 717-9799
Jeikobu Cleaning LLC	721 E Sunset Ave	SANTA MARIA	CA	93454	(805) 478-2745
Rosa Lopez	1920 McClelland Street #6	Santa Maria	CA	93454	(805) 260-3270
Violeta R. Flores-Chavez	905 N. Palisade Drive	Santa Maria	CA	93454	(805) 310-1054
Edna Valdez	1426 Denna Way	SANTA MARIA	CA	93454	(805) 868-2560
Eva And Eva Janitorial LLC	190 Moon Dance Drive	SANTA MARIA	CA	93455	(805) 478-4672
David M. Gomez	1381 Via Alta	Santa Maria	CA	93455	(805) 720-4027
Lidia Farias Cleaning LLC	928 W. Jewel	SANTA MARIA	CA	93458	(805) 264-2010
K and K Cleaning Services LLC	806 Blanche Court	Santa Maria	CA	93458	(805) 922-3200
TJ Janitorial Cleaning LLC	420 W. Sunset Avenue	Santa Maria	CA	93458	(805) 260-4984
Beths Cleaning Service LLC	1032 Granada Street	SANTA MARIA	CA	93458	(805) 878-9724
Crisostomo Arandia	2039 Trinity Drive	Santa Maria	CA	93458	(805) 478-5155
Jax Cleaning Service LLC	P.O. Box 8724	Santa Maria	CA	93456-872	(805) 478-3149
La Services, LLC	2109 Crosspoint Ave	SANTA ROSA	CA	95403	(707) 921-6727
La Services LLC	2109 Crosspoint Ave	SANTA ROSA	CA	95403	(707) 921-6727
Karer Services LLC	129 River Rock CT	SANTEE	CA	92071	(619) 343-7268
Cleopatra Perfect Clean LLC	2233 Valley View St	SELMA	CA	93662	(559) 426-4181
M & J Profesional Cleaning Services LLC	6231 Cynthia Street	SIMI VALLEY	CA	93063	(805) 813-7927
Delta Cleaning Solution LLC	1594 Dakin Avenue	SIMI VALLEY	CA	93065	(805) 570-4842
Surreal Detail Cleaning Service LLC	2062 Marter Ave	SIMI VALLEY	CA	93065	(805) 366-8933
S And L Cleaning Services LLC	2065 Sycamore Dr	SIMI VALLEY	CA	93065	(818) 626-4785
SOSSERVICES LLC	975 Ventura Ave	SIMI VALLEY	CA	93065	(725) 244-5390
Vertex Janitorial Services LLC	4914 Park Place	SOUTH GATE	CA	90280	(323) 989-7773
The New Safe Cleaning LLC	2828 Glenwood # B	SOUTH GATE	CA	90280	(562) 450-8629
Cesar Treminio	285 Village Way	SOUTH SAN FRANCISCO	CA	94080	(650) 580-1612
Day & Night Cleaning Service LLC	8900 Tyler Street	SPRING VALLEY	CA	91977	(619) 403-2894
F and M Janitorial Services LLC	9668 Saint George Street	SPRING VALLEY	CA	91977	(619) 808-4181
MGM Janitorial Cleaning LLC	2045 Moss Oak Way	STOCKTON	CA	95205	(209) 471-9819
Jones Commercial Cleaning Services LLC	3558 Mourfield Avenue	STOCKTON	CA	95206	(209) 244-1742
M.G. Cleaning Service LLC	1606 Julian Street	STOCKTON	CA	95206	(209) 594-3825
ALF Cleaning Services LLC	1829 Hogan Ct.	STOCKTON	CA	95206	(209) 423-0602
S & J Cleaning LLC	1520 silverbell Dr	STOCKTON	CA	95206	(510) 220-6115
Gabys Services LLC	3462 South Airport Way	STOCKTON	CA	95206	(209) 641-5892
Galvan's Cleaning Service LLC	1929 E. 11th Street	STOCKTON	CA	95206	(209) 561-9312
Kumars Cleaning Services LLC	748 Tillman Drive	STOCKTON	CA	95206	(650) 889-0433
M & S Cleaning Services LLC	6211 Maywood Lane	STOCKTON	CA	95207	(209) 298-6228
Chavez Commercial Cleaning LLC	6232 N Pershing Ave APT#59	STOCKTON	CA	95207	(209) 884-0769
Lucille V. Roberts	3051 Joshua Tree Circle	STOCKTON	CA	95209	(209) 242-1250
Tinio Escobedo	9426 Royal Park Lane	STOCKTON	CA	95209	(209) 513-5857
Christine Marsh	9127 Rutland Ct	STOCKTON	CA	95209	(209) 425-6731
Maria Garcia-Godos	10435 Nations circle	STOCKTON	CA	95209	(209) 280-9794
Mariana Kamara	1114 Silver Breeze Ct.	STOCKTON	CA	95210	(209) 662-4536

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Grace Ashaolu dba Hope Professional Business	8812 Bluegrass Drive	STOCKTON	CA	95210	(209) 476-9131
Sunshine 20 Cleaning Expert LLC	6136 Mustang Pl	STOCKTON	CA	95210	(925) 437-4520
Get It Done Janitorial LLC	8244 Fontenay Way	STOCKTON	CA	95210	(209) 430-5172
Vang Cleaning Services LLC	321 Greenoch Way	STOCKTON	CA	95210	(209) 482-3969
Dream Cleaning Services LLC	6803 Danny Drive Unit 249	STOCKTON	CA	95210	(209) 487-2011
Ramirez Commercial Cleaning LLC	723 Astor Drive	STOCKTON	CA	95210	(209) 409-7655
Dafalla Cleaning Services LLC	9098 Warm Springs Circle	STOCKTON	CA	95210	(209) 477-3806
Alfonso R. Sanchez	2208 Livingston Rd	STOCKTON	CA	95210	(209) 915-2489
Keveam, Inc.	3481 Penelope Dr	STOCKTON	CA	95212	(209) 990-9003
Team DCMJ 888 LLC	2401 Pine Brook Drive	STOCKTON	CA	95212	(209) 292-0175
Ring My Bell's LLC	8910 Glacier Point Dr	STOCKTON	CA	95212	(916) 594-1075
JJ Pro Cleaning LLC	327 S. OLIVE AVENUE	STOCKTON	CA	95215	(209) 420-9613
P.E Schwanker Cleaning Services LLC	3435 Margargoa Road 96	STOCKTON	CA	95215	(209) 263-8165
Rosa Valencia	5501 Cosumnes Drive	STOCKTON	CA	95219	(209) 351-7663
KMC Cleaning Services LLC	1001 E MONTE VISTA RD	STOCKTON	CA	95307	(209) 361-3897
LO-VI Janitorial Services LLC	617 Emperor Dr.	SUISUN CITY	CA	94585	(510) 417-0003
Lunas Janitorial	7727 Backman Ave.	Sun Valley	CA	91352	(818) 331-4121
Nova Commercial Cleaning LLC	559 Balsam Ave	SUNNYVALE	CA	94085	(669) 777-8419
Arkeloma Cleaning Services LLC	445 Acalanes Dr	SUNNYVALE	CA	94086	(650) 669-2515
S.M. Commercial Cleaning Services LLC	407 Acalanes Dr. #12	SUNNYVALE	CA	94086	(408) 757-7077
D & E Cleaners, LLC	15071 Astoria Street	SYLMAR	CA	91342	(818) 298-7496
Leonidas Serrano	11687 Remington St.	SYLMAR	CA	91342	(818) 621-1264
Securitee Enterprises LLC	33535 Winston Way #A	TEMECULA	CA	92592	(714) 271-2180
M & M All N One Solutions LLC	9615 La Rosa Dr	TEMPLE CITY	CA	91780	(424) 205-9336
S. Maintenance & Construction Clean Up Inc	376 E. Wilbur Rd., Apt. 210	THOUSAND OAKS	CA	91360	(805) 807-1805
Zenon Juan Lopez	PO Box 772	THOUSAND PALMS	CA	92276	(760) 288-6301
Villalobos Commercial Cleaning LLC	2609 Azelia Ave	TULARE	CA	93274	(559) 469-5043
Irma Ballesteros	152 NELSON ST	TULARE	CA	93274	(661) 229-8874
Villa Lobos Cleaning Services LLC	1818 Falconglen Court	TURLOCK	CA	95380	(209) 756-0817
Xavier's Commercial Cleaning LLC	842 Emily Street	TURLOCK	CA	95380	(209) 445-1919
Hands On Commercial Cleaning LLC	916 South Orange Street	TURLOCK	CA	95380	(209) 485-8872
Jrod Cleaning LLC	1229 Merritt Street	TURLOCK	CA	95380	(209) 277-2431
Goal Professional Services Corp	202 Fasion Lane	TUSTIN	CA	92780	(714) 371-8382
Francisco Service Cleaning LLC	13642 Green Valley Dr #A	TUSTIN	CA	92780	(714) 721-0771
D-Mar Cleaning Service LLC	18062 Norwood Park Pl	TUSTIN	CA	92780	(714) 904-1828
Le Balai Cleaning Services LLC	31770 Alvarado Blvd Apt 47	UNION CITY	CA	94587	(510) 875-4053
Antonio Manzo	34765 Skylark Dr. # 2	Union City	CA	94587	(510) 395-7617
MPA Cleaning Services, L.L.C.	361 Royal Oaks Drive	VACAVILLE	CA	95687	(707) 450-8579
Luis Gavino	3150 DUKE CIRCLE	VACAVILLE	CA	95688	(707) 410-7189
Harris Team Cleaning Services LLC	24015 Copper Hill Drive	VALENCIA	CA	91354	(661) 713-7091
J & M Cleaning Services LLC	13924 Victory Blvd.	VAN NUYS	CA	91401	(818) 482-4365
Wilson's Cleaning Services LLC	14360 Valerio St # 303	VAN NUYS	CA	91405	(747) 529-5808
DL GLO Inc.	6445 Gaviota Avenue	VAN NUYS	CA	91406	(818) 613-8319
JB&LM L.L.C.	6445 Woodley Ave # 101	VAN NUYS	CA	91406	(626) 391-8811
MVR Cleaning Services, LLC	1128 Arcadia Place	VENTURA	CA	93003	(805) 585-7499

**Exhibit E**  
**Operating Franchisees as of December 31, 2023**

<b>Operating Franchisee</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
Wil Jan Cleaning Services LLC	242 Alpine Avenue	Ventura	CA	93004	(805) 701-0271
Benalmia Cleaning LLC	13664 Agate Circle	VICTORVILLE	CA	92392	(760) 881-2856
Ana D. D. De Gonzalez dba Clean N Sparkly Janitorial	14024 Northstar Ave.	VICTORVILLE	CA	92392	(909) 706-0432
Truitts LLC	12366 Mammoth Dr	VICTORVILLE	CA	92392	(325) 627-3172
ZL Cleaning LLC	14374 Borego Road	VICTORVILLE	CA	92392	(951) 334-3106
R & J Cleaning	14657 Queen Valley Road	VICTORVILLE	CA	92394	(760) 486-9351
M.C. Commercial Cleaning Services LLC	2549 W. ELLOWING AVE	VISALIA	CA	93291	(559) 530-4886
Xiong Moua	1810 W. Connelly Ave	Visalia	CA	93291	(559) 205-3862
Kher Vang	130 E. Babcock Ave.	Visalia	CA	93291	(559) 471-9909
Kaew See	840 W. Vine Ave	VISALIA	CA	93291	(559) 627-6829
Saimon Saephan	7437 AVENUE 310	VISALIA	CA	93291	(559) 280-0518
Margarita Aguilar	865 Vale View Drive	Vista	CA	92081	(760) 216-4340
EK Consulting and Management Systems, LLC	639 South Santa Fe Avenue #A	VISTA	CA	92083	(760) 500-7195
Brigita's Corner LLC	241 Weston Circle - Apt #26	VISTA	CA	92083	(760) 547-4145
MaverickPro Commercial Cleaning LLC	1246 Browning Court	VISTA	CA	92083	(760) 842-3353
Espino's Cleaning Services LLC	1315 Dorsey Way	VISTA	CA	92083	(760) 390-7273
Montiel Janitor Service	1565 Summer Creek Ct	VISTA	CA	92084	(760) 576-1787
A & G Cleaning LLC	1210 Calle Jules Apt 43	VISTA	CA	92084	(760) 672-3075
Cal Clean, LLC	P.O. BOX 215	WASCO	CA	93280	(661) 477-7449
Abner Cleaning Service LLC	13391 Welch St.	WATERFORD	CA	95386	(415) 716-4758
Maria Belem Rodriguez	115 Jefferson St	WATSONVILLE	CA	95076	(831) 539-3270
JJ Cleaning Services LLC	516 N. Hobson Ave	WEST SACRAMENTO	CA	95605	(916) 544-7118
Adris Cleaning Services LLC	1228 Sacramento Ave Sp 23	WEST SACRAMENTO	CA	95605	(916) 694-4282
Bournee Sone Sath	740 Fremont Blvd.	WEST SACRAMENTO	CA	95605	(530) 554-5844
Singhs Commercial Cleaning LLC	741 Walnut St	WEST SACRAMENTO	CA	95691	(530) 312-9863
Willie J. Blevins Jr. dba NIMM	7696 Encinas Circle	WESTMINSTER	CA	92683	(714) 315-4675
Fernandez Solutions, LLC	5772 Garden Grove Blvd Spc 231	WESTMINSTER	CA	92683	(714) 650-2416
RMC Cleaning Services LLC	5772 Garden Grove	WESTMINSTER	CA	92683	(714) 381-2710
AG Cleaning Services, LLC	10852 Carmentita Rd	WHITTIER	CA	90605	(562) 556-8332
A & R Cleaning Enterprise, LLC	10852 Carmentita Rd	WHITTIER	CA	90605	(626) 213-7948
Romero's Business Maintenance LLC	33819 Bonnie Lane	WILDOMAR	CA	92595	(951) 491-3827
J & T's Maintenance Service, Inc	1538 N Banning Blvd	WILMINGTON	CA	90744	(310) 436-5337
Maria E Montoya	921 Hawaiian Ave	WILMINGTON	CA	90744	(424) 224-8676
A & Q COMMERCIAL SERVICES, LLC	35647 Cloche Dr	WINCHESTER	CA	92596	(626) 991-0569
Jessenia's Cleaning Services LLC	20404 Cohasset Street	WINNETKA	CA	91306	(818) 857-0498
Unique Cleaning Services LLC	7355 Mason	WINNETKA	CA	91306	(818) 357-1558
Juanita Allbaugh	415 Lasalle Street	WOODBIDGE	CA	95258	(209) 298-9919
Andre Eugene Enterprise LLC	1975 Maxwell Apt 251	WOODLAND	CA	95776	(530) 844-4910
Gurs LLC	2128 Stewart Circle	WOODLAND	CA	95776	(530) 312-2186
John Mumphery	4341 Blazing Star Way	YORBA LINDA	CA	92886	(714) 858-1205
Dricos Inc.	13842 West 64th Place	Arvada	CO	80004	(303) 949-1060
MRZ Cleaning LLC	808 Mobile Street	AURORA	CO	80011	(720) 486-3393
Pro One Cleaning LLC	4255 South Buckley Road # 109	Aurora	CO	80013	(303) 589-3661
Michaels Cleaning Service LLC	19793 East Bethany Drive	Aurora	CO	80013	(720) 210-8878
Colorado Fresh Cleaning LLC	3518 S Joplin St	AURORA	CO	80013	(720) 371-8020

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
EMagazine SVCS	3058 S Pitkin Way	Aurora	CO	80013	(720) 628-8266
A Plus Services Colorado LLC	2675 S Danube Way, Unit 303	Aurora	CO	80013	(720) 421-3100
CLM Cleaning Service LLC	19219 E Carolina Dr #103	Aurora	CO	80017	(720) 980-1130
AMIR of the Clean LLC	15691 E Colorado Ave	Aurora	CO	80017	(720) 775-4155
Danov LLC	16848 East Gunnison Drive # 9D	Aurora	CO	80017	(720) 903-0668
Sparkles Enterprize LLC	16391 E. Ada Place	Aurora	CO	80017	(720) 231-9427
Washingtons Janitorial Service	23771 East Alabama Drive	AURORA	CO	80018	(720) 255-8539
Winner Commercial Cleaning LLC	24416 E. Louisiana Circle	AURORA	CO	80018	(720) 322-6390
Around the Clock Cleaning LLC	8831 East Florida Avenue #C104	Aurora	CO	80247	(720) 838-6203
SLP Janitorial LLC	6895 Hyland Hills Street	Castle Pines	CO	80108	(720) 391-8321
Moon Cleaning LLC	6369 South Potomac Street	CENTENNIAL	CO	80111	(720) 251-3663
RP Facilities LLC	21116 E. Cache La Poudre Street	COLORADO SPRINGS	CO	80909	(719) 200-8052
P J Experts Cleaners LLC	1646 Carmel Drive	COLORADO SPRINGS	CO	80910	(719) 200-8052
Anchor Cleaning LLC	4707 Hackamore Drive North	COLORADO SPRINGS	CO	80918	(850) 384-6507
Good Samaritan Cleaning LLC	2341 Split Rock Dr.	COLORADO SPRINGS	CO	80919	(719) 477-3385
Peak Cleaning & Maintenance LLC	6668 Snowy Range Drive	Colorado Springs	CO	80923	(719) 574-0997
Platinum Business Services Inc	PO Box 15002	Colorado Springs	CO	80935	(719) 231-6306
ARL Enterprises LLC	7495 Leyden Street	COMMERCE CITY	CO	80022	(303) 564-2984
Super Clean, Inc.	14142 E. 102nd Ave	Commerce City	CO	80022	(720) 518-1881
Signature Touch Enterprises, LLC.	5591 Westview Circle	DACONO	CO	80514	(720) 563-1395
All In Cleaning Services LLC	16414 E. Bates Drive	DENVER	CO	80013	(720) 422-5560
Walker Cleaning Service LLC	15 S. Newcasttle Way	DENVER	CO	80018	(720) 862-8360
Copper Canyon Service Group LLC	521 Osceola Street	Denver	CO	80204	(720) 385-4671
Castros Cleaning LLC	421 Meade Street	Denver	CO	80204	(720) 434-5530
Ray & Nay Cleaning Service LLC	2958 Milwaukee Street	DENVER	CO	80205	(720) 447-0099
B-Z Cleaning Services LLC	3050 Jasmine Street	Denver	CO	80207	(720) 266-9239
MH Facilities LLC	187 Yates Street	DENVER	CO	80219	(720) 300-3741
GC Cleaning LLC	3340 W. Tennessee Ave.	Denver	CO	80219	(303) 875-0496
Barikwafrican Resources LLC	8400 E Yale Ave Apt 5-101	DENVER	CO	80231	(720) 431-4960
Fitsum Kebede Wakie dba TAF Cleaning LLC	PO Box 372086	DENVER	CO	80237	(720) 207-8424
Cleaning 2 Perfection	10425 E. 31st Ave.	DENVER	CO	80238	(720) 364-6397
McNeals Janitorial Service Inc	5395 Eagle Street	DENVER	CO	80239	(720) 412-1753
Mary Perfection Clean 94 LLC	4665 S. Eugene Way	DENVER	CO	80239	(720) 327-6852
Napico Janitorial Services LLC	5554 Lewiston Street	DENVER	CO	80239	(720) 366-2866
DustBusters Cleaning Services	4762 Dunkirk Street	DENVER	CO	80249	(720) 261-6889
ALIS Best Cleaning LLC	363 Inverness Pkwy # 5-203	ENGLEWOOD	CO	80112	(720) 495-7353
Olga's Cleaning Service LLC	405 Monaco Gardens Dr	EVANS	CO	80620	(970) 820-8294
Beyond Clean LLC	4207 Table Mountain Place	FORT COLLINS	CO	80526	(970) 581-1147
ProClean Services LLC	642 Carr Street	LAKEWOOD	CO	80214	(720) 985-6063
Centeros Commercial Cleaning Services	5721 West 7th Avenue	LAKEWOOD	CO	80214	(720) 940-6951
Madrigal Cleaning LLC	146 Judson Street	Longmont	CO	80501	(720) 569-6119
Ambitious Maids LLC	1628 Cedarwood Lane	PUEBLO	CO	81005	(573) 825-1770
M & S Services LLC	4335 East 94th Place	THORNTON	CO	80229	(720) 939-3096
Double P Cleaning Services LLC	12135 Josephine Street	THORNTON	CO	80241	(720) 862-8206
George Cleaning Service LLC	10098 Raritan Way	Thornton	CO	80260	(720) 394-3566

Exhibit E

Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
National Cleaning LLC	1201 West Thornton Parkway # 156	THORNTON	CO	80260	(720) 467-0543
Sam's Services LLC.	193 Rockwell Avenue	BLOOMFIELD	CT	06002	(860) 308-6685
Five-P Cleaning, LLC.	12 Sunset Lane	BLOOMFIELD	CT	06002	(860) 202-1453
The Royal Experience LLC	3 Ridge Road	BLOOMFIELD	CT	06002	(860) 478-8628
Voghell & Sons LLC.	1171 Main Street	BRANFORD	CT	06405	(203) 809-0636
Lola Cleaning Services, LLC.	103 James Street	BRIDGEPORT	CT	06604	(203) 418-0890
Agnelo Silva	2006 North Avenue	Bridgeport	CT	06604	(203) 545-3001
Jah Wise Cleaning Services LLC	95 Yacht Street	BRIDGEPORT	CT	06605	(475) 419-4153
Kardens Cleaners, LLC.	409 Birmingham Street	BRIDGEPORT	CT	06606	(203) 807-7341
K & T Cleaning Service, LLC.	84 Calvert Place	BRIDGEPORT	CT	06606	(203) 800-6782
Gernel Hansel	118 Gordon Street	BRIDGEPORT	CT	06606	(203) 296-0822
A-N Home Improvements & Cleaning	3075 Old Town Road	BRIDGEPORT	CT	06606	(203) 260-3019
Benjamin F. Stackhouse Jr.	564 Carroll Avenue	BRIDGEPORT	CT	06607	(203) 209-7578
Thamara C. Sterling and Tanisha N. Sterling	265 Pulaski Street	Bridgeport	CT	06608	(203) 579-7300
PLM Services LLC	40 Mill Hill Avenue	BRIDGEPORT	CT	06610	(203) 260-3344
Clean Start Disinfecting & Cleaning Services LLC	361 Alpine Street	BRIDGEPORT	CT	06610	(203) 919-1636
Extreme Kleaning Services LLC	100 Hale Terrace	BRIDGEPORT	CT	06610	(203) 923-6751
C & C Cleaning, LLC.	238 Pilgrim Place	BRIDGEPORT	CT	06610	(914) 479-2409
A-Team Cleaning, LLC	89 Nicholas Drive	BRISTOL	CT	06010	(732) 648-7579
Maxima's Cleaning Services LLC	7 Edgewood Street	BRISTOL	CT	06010	(860) 461-9666
Norma Paredes	12 Lakeside Drive, Unit 13	Bristol	CT	06010	(860) 583-3212
D & H Expert Cleaning LLC	20 Plaza Street	BROOKLYN	CT	06234	(860) 576-0055
Ronnie Priar	27 Crows Nest, Unit 12 H	DANBURY	CT	06810	(203) 947-5838
Extreme Cleaning Service, LLC.	100 Rose Hill Apt. A	DANBURY	CT	06810	(347) 892-1119
C.A.D Cleaning Service, LLC.	3 Mourning Place	DANBURY	CT	06810	(203) 702-3425
T & R Cleaning, LLC	P.M.B. #21 60 Newtown Road	DANBURY	CT	06810	(203) 885-8764
Willie Brown	39 Clapboard Ridge Road	DANBURY	CT	06811	(203) 589-9970
JP Commercial Cleaning LLC	P.O. Box 515	Dayville	CT	06241	(860) 235-3634
G.E.D. Cleaning Solutions LLC	194 Minerva Street	DERBY	CT	06418	(203) 892-1298
TPS Janitorial Services, LLC.	71 Academy Hill Road	DERBY	CT	06418	(475) 225-4379
Vasquez Cleaning Services LLC.	16 Sterling Road	EAST HARTFORD	CT	06108	(860) 997-1149
KTV Cleaning, LLC.	39 Francis Street	EAST HARTFORD	CT	06108	(860) 327-2757
Jay Jay Cleaning Services LLC	44 George St	EAST HAVEN	CT	06512	(203) 508-2409
R & B Cleaning, LLC.	120 Bennett Road	EAST HAVEN	CT	06513	(203) 415-2466
L & P General Services LLC.	780 N Park Avenue	EASTON	CT	06612	(203) 559-2352
Kevin Crane	35 North Maple Street	Enfield	CT	06082	(860) 930-6671
XAPURI Cleaning LLC.	55 Pierce Street	FAIRFIELD	CT	06825	(203) 258-7613
M & R Cleaning Company, LLC.	28 Fawn Ridge Drive	HAMDEN	CT	06514	(860) 304-8738
Jeeyah's Cleaning Service, LLC	64 Arch Street	HAMDEN	CT	06514	(203) 308-1444
Lamont Barham	26 Loller Road	HAMDEN	CT	06514	(203) 455-7031
CJRB Commercial Cleaning, LLC.	32 Lynnmoor Place	HAMDEN	CT	06517	(203) 526-5814
B Clean, LLC.	496 Newhall Street	HAMDEN	CT	06517	(203) 997-9158
Robinson's Cleaning Service, LLC.	251 Putnam Street	HARTFORD	CT	06106	(860) 929-1150
Linton and Vals Cleaning Services, LLC.	120 Harbison Avenue	Hartford	CT	06106	(860) 206-8557
Angel Cleans It All, LLC.	209 Hillside Avenue	HARTFORD	CT	06106	(860) 890-8114

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Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Livewire Enterprise, LLC.	333 Lyme Street	HARTFORD	CT	06112	(860) 461-3739
Davan Duffus	261 Wethersfield Avenue	HARTFORD	CT	06114	(860) 805-7792
Delta Cleaner LLC.	452 Franklin Ave Apt B3	HARTFORD	CT	06114	(860) 881-8710
Andy's Janitorial Services, LLC.	40 Barker Street 1st Floor	HARTFORD	CT	06114	(203) 360-8524
On Demand Enterprise LLC	27 Gilman Street	HARTFORD	CT	06114	(860) 726-6076
AA Cleaning	199 White Street Apt. 3	HARTFORD	CT	06114	(860) 424-7904
Angel Berrios Colon	53 Cromwell Street	Hartford	CT	06114	(860) 792-1323
Orlando Green	45 Elmer Street	HARTFORD	CT	06120	(860) 259-7137
WINCHRIS MIEREZ INC.	10 Johnson Terrace	Hartford	CT	06120	(860) 249-9269
AJB CLEANING SERVICES LLC	PO Box 261481	HARTFORD	CT	06126	(860) 929-0064
Extreme Cleaner LLC.	PO Box 260418	HARTFORD	CT	06126	(973) 592-9147
Robert Aduah Cleaning, LLC.	101E Tudor Lane	MANCHESTER	CT	06040	(860) 869-4226
Charles and Ellen Cleaning Service, LLC.	45 Server Street	Manchester	CT	06040	(860) 995-7695
Hector Serra	339 Oakland Street	MANCHESTER	CT	06042	(860) 402-5395
Lily Long	696 Laurel Grove Road	Middletown	CT	06457	(860) 736-4495
DLM Cleaning Services LLC.	406 Sterling Hill Road	MOOSUP	CT	06354	(401) 808-0856
David Belanger	220 Judson Avenue	Mystic	CT	06355	(860) 625-3051
New Waze Cleaning Services LLC	11 Sande Avenue	NAUGATUCK	CT	06770	(860) 857-9855
PIT STOP CLEANING SERVICES, LLC	82 Cherry Street	NAUGATUCK	CT	06770	(203) 243-5158
Jans Cleaning LLC	143 Applewood Lane	Naugatuck	CT	06770	(203) 907-8104
AKF Cleaning Solutions, LLC.	171 Ellis Street	NEW BRITAIN	CT	06051	(860) 801-0154
Maru Cleaning Services LLC	1556 Stanley Street	NEW BRITAIN	CT	06053	(860) 796-9112
Alpha Team Cleaning LLC.	15 Symco Drive	NEW BRITAIN	CT	06053	(860) 983-3601
Hard as Steele LLC	387 Winthrop Avenue	NEW HAVEN	CT	06511	(203) 500-6258
T & T Handyman and Cleaning Services, LLC.	35 Norton Street	NEW HAVEN	CT	06511	(203) 507-7504
Gaither & Gaither Cleaning, LLC.	262 Winthrop Avenue	NEW HAVEN	CT	06511	(203) 535-3204
Majors Pro Cleaning LLC	130 Myron Street	NEW HAVEN	CT	06512	(888) 241-6464
Synapse Electrical Design LLC	45 Burr Street	NEW HAVEN	CT	06512	(203) 843-2924
Micaela Gomez	18 Clinton Avenue	New Haven	CT	06513	(203) 819-6887
IFRAZIER CLEANING SERVICES LLC	25 Lodge Street	NEW HAVEN	CT	06515	(203) 901-4766
Julia's Cleaning Co. LLC.	157 Spring Street	NEW HAVEN	CT	06519	(475) 434-7856
Sosa's Cleaning Services LLC	127 Portsea Street	NEW HAVEN	CT	06519	(475) 689-7239
Zaddy's A-1 Handyman Services LLC	9 Farmview Drive	NEW MILFORD	CT	06776	(203) 501-7718
Vu T. Do	51 Turkey Trot Road	NEW MILFORD	CT	06776	(203) 709-0927
Rasmy Khillah	60 Blakeslee Ave	NORTH HAVEN	CT	06473	(203) 631-7158
SPC Cleaning Services LLC	185 Clintonville Road	North Haven	CT	06473	(203) 627-2362
KE Cleaning Services, LLC.	12 Mills Street Apt 1	NORWALK	CT	06850	(203) 981-0384
United Cleaning Company Inc.	25 Oakhill Avenue	NORWALK	CT	06854	(203) 810-4634
Kirmina Cleaning Service LLC.	10 Gregory Road Apt. L	NORWICH	CT	06360	(860) 303-5516
Magic Cleaning Services LLC.	32 Western Avenue	NORWICH	CT	06360	(860) 908-4482
GS Mars Enterprise LLC.	23 Lyman Hill Road	Norwich	CT	06360	(860) 885-8334
Dust Be Gone Cleaning Service LLC	PO Box 785	PLAINVILLE	CT	06062	(860) 212-3013
FAMILY 1st, LLC.	33 Carol Drive	PLAINVILLE	CT	06062	(860) 538-3461
Triple A's Cleaning, LLC.	51 Marshall Road	ROCKY HILL	CT	06067	(860) 888-0367
Kleen N' Kept LLC	360-B Queen Street #179	SOUTHINGTON	CT	06489	(860) 356-5808

**Exhibit E**  
**Operating Franchisees as of December 31, 2023**

<b>Operating Franchisee</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
Ofelia Villalobos	68 Woodside Street	Stamford	CT	06901	(203) 588-1675
Denny's Barcaci	84 Henry Street	STAMFORD	CT	06902	(203) 298-4956
Cordova Cleaning Services LLC	18 Horton Street	STAMFORD	CT	06902	(914) 522-2746
Demetrio Sanchez	40 Emma Road	STAMFORD	CT	06905	(203) 323-1049
Mecca's Cleaning Company, LLC.	P.O. BOX 110171	STAMFORD	CT	06911	(203) 455-6744
HB Commercial Cleaning LLC.	179 Albright Ave	STRAITFORD	CT	06614	(475) 455-3343
Deep Clean Services, LLC.	10 Lyle Terrace	STRAITFORD	CT	06614	(203) 505-9126
Hunnii Do, LLC.	180 Clinton Avenue	STRAITFORD	CT	06614	(475) 319-0500
Wayne Artwell	71 Wiklund Avenue	STRAITFORD	CT	06614	(203) 543-6399
Keep It Clean Cleaning Service, LLC.	345 Sedgewick Avenue	STRAITFORD	CT	06615	(203) 981-7913
Faimir Francois Townsend, LLC.	29 Winfield Drive	STRAITFORD	CT	06615	(203) 502-9938
Local Wide Cleaners, LLC.	200 Garibaldi Avenue	STRAITFORD	CT	06615	(203) 864-7372
Ruby Care-Pro, Inc.	4 Benjamin Court	UNCASVILLE	CT	06382	(860) 861-9658
Heavenly Cleaning Company LLC.	56 Byrneside Ave	WATERBURY	CT	06704	(203) 982-0962
Amari Class A Cleaning LLC	72 Madera Drive	WATERBURY	CT	06704	(203) 233-7827
H and L Cleaning Services, LLC.	3091 East Main Street	WATERBURY	CT	06706	(203) 768-8114
Bruno's Shine Time, LLC.	23 Hopmeadow Street	WEATOGUE	CT	06089	(959) 229-4984
Connecticut Friendly Cleaning Services LLC	107 Hillcrest Avenue Apt.D	WEST HARTFORD	CT	06110	(860) 983-6053
Steven Udeh	48 Arlen Way	WEST HARTFORD	CT	06117	(860) 232-1852
J Nanez General Cleaning LLC	698 Farmington Avenue, Apt. 108	West Hartford	CT	06119	(860) 997-7525
Normal's Cleaning Business, LLC.	58 Blohm Street	WEST HAVEN	CT	06516	(203) 298-8916
T and C Enterprise Janitorial Services LLC	68 Dana Street	WEST HAVEN	CT	06516	(203) 836-4994
Ezequiel Rodriguez	PO Box 283	WEST HAVEN	CT	06516	(203) 781-6333
Kaurin Cleaning LLC.	68 Brussels Ave	WETHERSFIELD	CT	06109	(860) 992-4752
Peralta Cleaning Service LLC	183 Clearfield Road	WETHERSFIELD	CT	06109	(860) 818-6791
DD-Cated Cleaning LLC	20 Hayes Drive	WINDSOR	CT	06095	(860) 706-9776
TF Enterprises, LLC.	9 Carriage Hill Drive	WOLCOTT	CT	06716	(860) 849-9271
Quality Qlean, LLC	1119 McCollough Court NW	WASHINGTON	DC	20001	(202) 717-2381
Alpha Cleaning Services LLC	1111 Columbia Rd Apt 305	WASHINGTON	DC	20009	(202) 352-8678
KMV CLEANING SERVICES LLC	3620 16th St NW Apt 314	WASHINGTON	DC	20010	(202) 705-0529
Iron Sharpen Iron LLC	1039 Crittenden St NE	WASHINGTON	DC	20017	(240) 565-7632
Michael Plummer	3425 Highwood Drive SE	Washington	DC	20020	(202) 400-0938
Youngblood's Cleaning Service LLC	421 Daniels Pl	BEAR	DE	19701	(215) 868-0376
Elite Cleaning Solutions LLC	101 Newton Drive	BEAR	DE	19701	(215) 327-1696
Spectacular Cleaning LLC	48 Paisley Street	BEAR	DE	19701	(215) 715-3798
E-CLEAN LLC	31 East Avon Dr	CLAYMONT	DE	19703	(610) 333-3788
Arrowsmith Cleaning Solutions, LLC	132 S Loes Landing Rd	MIDDLETOWN	DE	19709	(302) 376-1531
High Jump Cleaning Services LLC	323 Neverland Drive	MIDDLETOWN	DE	19709	(610) 931-9471
Celia Aguilar	32 Valley Forge Road	NEW CASTLE	DE	19720	(302) 981-3116
LAWLAW Cleaning Services LLC	206 Highland Blvd.	NEW CASTLE	DE	19720	(267) 315-9429
Janie's Angel LLC	109 Cannonball Lane	NEWARK	DE	19702	(302) 722-1664
Preferred Cleaning Inc	66 Savoy Rd	NEWARK	DE	19702	(267) 701-9769
Cleaning Granted, LLC	11 Radka Drive	NEWARK	DE	19702	(484) 886-0450
IV Mihaylova LLC	1611 Sheldon Drive	NEWARK	DE	19711	(302) 650-2359
Bright N' Green Cleaning Services LLC	142 Ashfield Court	SMYRNA	DE	19977	(302) 332-7669

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
JANEGL LLC	1007 Rodman Road	WILMINGTON	DE	19809	(302) 444-7579
Queen Kunti's Cleaning LLC	16302 NW 141st St	ALACHUA	FL	32615	(352) 871-7522
Julian's Cleaning Service	568 Turkey Creek	ALACHUA	FL	32615	(352) 316-0689
J&L Special Touch Cleaning Services LLC	555 Northlake Blvd Apt 57	ALTAMONTE SPRINGS	FL	32701	(321) 443-0701
Sonz of Thunder SVC, LLC	858 Grand Regency Pointe Unit 204	ALTAMONTE SPRINGS	FL	32714	(407) 461-6039
AXION10 LLC	671 Jamestown Blvd	ALTAMONTE SPRINGS	FL	32714	(321) 527-8967
LCG Solutions LLC	710 Jamestown Blvd Apt#2290	ALTAMONTE SPRINGS	FL	32714	(321) 527-8926
MBC USA LLC	540 Yew Court	ALTAMONTE SPRINGS	FL	32714	(407) 620-8367
RJ COMMERCIAL BIZ, LLC	2115 Jackson Ave	ALVA	FL	33920	(786) 397-1439
Advanced Custom Cleaning LLC	1229 Hillcrest View Loop	APOPKA	FL	32703	(407) 714-7220
Santisa USA LLC	2082 Wintworth Circle	APOPKA	FL	32703	(407) 860-3435
VKA Cleaning Services LLC	1020 Bear Lake Road	APOPKA	FL	32703	(407) 435-6638
Glaston Esterine	1444 Dusty Pine Drive	APOPKA	FL	32703	(407) 748-4843
J & P Cleaning Services LLC	440 Vicks Landing Drive	APOPKA	FL	32712	(407) 619-3693
Cleanforce	12404 SW 31st Avenue	Archer	FL	32618	(352) 682-2048
Unique Cleaning	16878 SW 143rd Ave	ARCHER	FL	32618	(352) 214-0868
PIKIS CLEANING SERVICES LLC	1215 West Pleasant Street	AVON PARK	FL	33825	(863) 257-2892
P&J COMMERCIAL CLEANING SERVICES LLC	2120 SW 17th Pl	BELL	FL	32619	(352) 219-7840
AJC Solution Group LLC	5432 New Haven Court	BELLE ISLE	FL	32812	(954) 294-8559
Larson's Commercial Cleaning Inc	7050 SE 124th St	BELLEVIEW	FL	34420	(352) 425-4411
Loumar Professional Enterprises LLC	22047 Caldera Avenue	BOCA RATON	FL	33428	(561) 729-5163
IJ BLUE CLEAN LLC	9480 Boca Cove Circle APT # 405	BOCA RATON	FL	33428	(954) 297-8903
Bernatt LLC	201 NE 28th Road	BOCA RATON	FL	33431	(561) 289-1402
Palomares Professional Cleaning LLC	PO Box 880654	BOCA RATON	FL	33433	(954) 871-7510
Sdenisa Cleaning Service LLC	18320 - 181st Circle S	BOCA RATON	FL	33498	(954) 913-5050
Yoel Commercial and Residential Maintenance Inc	202 Riviera Circle	BONAVENTURE	FL	33326	(954) 305-4850
Victoria Torres Cleaning Incorporated	10650 Wilson Street	BONITA SPRINGS	FL	34135	(239) 200-2256
Klement's Kleaning LLC	28029 Captiva Shell Loop	BONITA SPRINGS	FL	34135	(239) 734-0168
JM Multiservices, LLC	707 Key West St	BOYNTON BEACH	FL	33426	(754) 610-7919
Intercity USA, LLC	4927 Gateway Garden Dr.	BOYNTON BEACH	FL	33436	(561) 301-2079
Titia's Maid Services LLC	4780 Concordian Lane	BOYNTON BEACH	FL	33436	(561) 843-2470
HHIR SERVICE'S LLC	9960 Pineapple Tree Dr Apt 111	BOYNTON BEACH	FL	33436	(561) 685-6041
Earthly Cleaning LLC	8961 Lawrence Rd.	BOYNTON BEACH	FL	33436	(561) 502-7438
Suze Cleaning Services LLC	9673 63rd Trail S	BOYNTON BEACH	FL	33437	(561) 809-1575
Gems Professional Cleaning Services LLC	1675 55th Ave Circle East	BRADENTON	FL	34203	(941) 242-3042
LIMPATUDO BR LLC	1680 55th Avenue Circle East	BRADENTON	FL	34203	(941) 201-7758
Arimely 8398 Cleaning LLC	5803 19th St W	BRADENTON	FL	34207	(941) 899-3237
Terry's Touch Cleaning LLC	3614 62nd Street West	Bradenton	FL	34209	(941) 705-0199
JRC CLEANING SOLUTIONS LLC	1301 Rustling Oaks Dr	BRANDON	FL	33510	(813) 516-4322
CDA ENTERPRISES LLC	606 Limona Road	Brandon	FL	33510	(813) 781-6671
Rodriguez & Lucas Cleaning Service LLC	2712 Brian Manor Dr	BRANDON	FL	33511	(502) 876-2023
O & M Professional Cleaning LLC	415 Providence Rd	BRANDON	FL	33511	(229) 393-7397
Eco Sparkle Cleaning Services, Inc	312 Twisted Oak Drive	CANTONMENT	FL	32533	(850) 418-0106
Henry Johnson & Sons, LLC	172 Booker Lane	CANTONMENT	FL	32533	(850) 375-0785
Legend's Professional Cleaning Services, LLC	2478 Redford Drive	CANTONMENT	FL	32533	(850) 377-4072

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
D.O.N.E. Cleaning Services, LLC	2314 Tall Oak Drive	CANTONMENT	FL	32533	(850) 418-7615
KB Cleaning Services, LLC	2502 Jeter Rd	CANTONMENT	FL	32533	(850) 549-7114
TRISTCAROL LLC	2628 NE 7th Ave	CAPE CORAL	FL	33909	(239) 699-4072
D & Y Cleaning Team LLC	328 Tropicana Pkwy E.	CAPE CORAL	FL	33909	(239) 529-7248
Tracibel Cleaning LLC	3716 NE 14th Pl	CAPE CORAL	FL	33909	(801) 719-4546
SWF PRO CLEANING SERVICES LLC	1713 SW 33rd St.	CAPE CORAL	FL	33914	(786) 862-5192
Albarosa Rogue dba AR Cleaning Services	3043 SW 23rd Pl.	CAPE CORAL	FL	33914	(239) 990-4513
Maggie Commercial Cleaning LLC	3006 SW 2nd Avenue	CAPE CORAL	FL	33914	(239) 895-4628
For Fresh Cleaning Company LLC	625 SE Van Loon Terrace	CAPE CORAL	FL	33990	(239) 440-4270
Special Touchz Inc	125 SE 23rd Terrace	CAPE CORAL	FL	33990	(239) 565-3393
Garcia Cabrales Cleaning Corp.	502 SW 15th Terrace	CAPE CORAL	FL	33991	(239) 233-3160
SE Professional Cleaning LLC	2129 Trafalgar Pkwy	CAPE CORAL	FL	33991	(305) 590-7398
Tyde-Bright Cleaning LLC	224 SW 22nd Street	CAPE CORAL	FL	33991	(786) 259-4272
LE & DY 15 Corp	1900 SW 3rd St.	CAPE CORAL	FL	33991	(786) 339-2841
Fabulous & Luxurious Cleaning LLC	1100 NW 15th Terrace	CAPE CORAL	FL	33993	(239) 257-9772
Cleaning Pro Max LLC	228 NW 4th Ave	CAPE CORAL	FL	33993	(602) 359-6576
Mr.MikeCleaning LLC	2819 NW 4th Place	CAPE CORAL	FL	33993	(786) 383-8495
HREC Commercial Cleaning LLC	1216 Santa Barbara Blvd N.	CAPE CORAL	FL	33993	(239) 440-7441
Orquidea's Cleaning Service LLC	927 Santa Barbara Blvd N	CAPE CORAL	FL	33993	(239) 288-8654
VAGA Janitorial Services c/o Victor Gutierrez	499 Rocky Brook Court	CASSELBERRY	FL	32707	(407) 756-4944
Pro Clean Properties Inc.	2384 Willow Drop Way	Chuluota	FL	32766	(321) 279-3954
Zbigniew Koleczek	2585 Countryside Blvd.	CLEARWATER	FL	33761	(813) 814-0089
Yireh Excellent Cleaning Services Corp	2567 Oak Trail No.	CLEARWATER	FL	33764	(727) 614-2250
Rainbow River of Florida LLC	2136 Grove Place	CLEARWATER	FL	33764	(727) 281-0100
NRS Cleaning LLC	1043 Princeton Drive	CLERMONT	FL	34711	(917) 346-7572
Pristine Cleaning Group LLC	16009 Champlain St.	CLERMONT	FL	34714	(352) 436-5010
Divine Cleaning of Florida LLC	2343 NW 34th Way	COCONUT CREEK	FL	33066	(954) 501-5428
KLEANNORE SERVICES LLC	1101 NW 40th Ave	COCONUT CREEK	FL	33066	(201) 320-4146
WOW CLEANING COMMERCIAL SERVICES LLC	2343 NW 34th Way	COCONUT CREEK	FL	33066	(954) 588-0690
Hebert Enterprises Corp	2625 Solano Avenue # 103	COOPER CITY	FL	33024	(954) 839-0319
Herinet Corp	11446 Royal Palm Blvd	CORAL SPRINGS	FL	33065	(954) 588-2543
Celio Rodrigues Da Costa	11732 Royal Palm Blvd.	CORAL SPRINGS	FL	33065	(954) 575-6103
Premium Beverage Services and Wholesalers, LLC	1326 NW 113 Terrace	CORAL SPRINGS	FL	33071	(954) 829-4795
Cleaning Revolution GA LLC	11721 W Atlantic Blvd Apt 21	CORAL SPRINGS	FL	33071	(281) 846-9152
AVG Cleaning LLC	315 Lakeview Dr.	CORAL SPRINGS	FL	33071	(954) 225-9093
G & V Expert Team LLC	555 Lakeview Drive # 315	CORAL SPRINGS	FL	33071	(954) 865-4967
Fiamarex Corp	1613 NW 102nd Way	CORAL SPRINGS	FL	33071	(954) 610-3966
Colonial Building Maintenance, LLC	125 W 1st Ave APT# 24	CRESTVIEW	FL	32536	(850) 217-6128
Abraham Professional Cleaning Service, LLC	5136 Lake Drive S	CRESTVIEW	FL	32539	(786) 616-4242
Jet Works Clean LLC	11499 SW 185th Street	CUTLER RIDGE	FL	33157	(786) 253-0006
Cuba Pelusa Cleaning LLC	9950 Montego Bay Drive	CUTLER RIDGE	FL	33189	(305) 748-5910
Tiges Supreme Cleaning Service LLC	38497 Honeysuckle Dr	DADE CITY	FL	33525	(334) 547-5766
VRA Professional Cleaning LLC	634 Preserve Pointe Blvd	DAVENPORT	FL	33837	(352) 809-9448
C&L Property Services	2053 Lake Side Avenue	DAVENPORT	FL	33837	(863) 256-9573
Luis A. Reyes Rivera	5642 Loma Vista Ct.	DAVENPORT	FL	33896	(407) 414-8353

Exhibit E

Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Cruz Control Cleaning LLC	244 Bella Verano Way	DAVENPORT	FL	33897	(352) 665-2015
Pro Executive Cleaners Inc	11034 SW16th Mnr	DAVIE	FL	33324	(786) 624-7187
A Plus Cleaning of Broward, Inc.	12275 Vaquero Trails Dr	DAVIE	FL	33325	(954) 615-8630
Dirt Busters LLC	13900 Oak Ridge Dr	DAVIE	FL	33325	(954) 588-6643
J.C.B.R. SERVICES INC	1597 Derbyshire Rd	DAYTONA BEACH	FL	32117	(386) 872-1096
Elizabeth R. Noble	880 Spring Circle Apt. 102	DEERFIELD BEACH	FL	33441	(954) 579-5708
Ntegrity Cleaning Care LLC	777 Rich Dr #203	DEERFIELD BEACH	FL	33441	(630) 362-2982
God's Choice Cleaning LLC	1320 SW 11th Ave Apt 2	DEERFIELD BEACH	FL	33441	(954) 708-3052
Alpha I Cleaning and Management Services LLC	605 Jefferson Dr Unit 114	DEERFIELD BEACH	FL	33442	(561) 287-1271
Zely Souza	4363 SW 10th PL Apt. 203	DEERFIELD BEACH	FL	33442	(754) 368-1537
M & E Cleaning	132 Los Arbor Drive	DELAND	FL	32724	(386) 848-4556
Z&A COMMERCIAL RESIDENTIAL CLEANING SERVIT	230 SE 10th St 105B	DELRAY BEACH	FL	33483	(561) 764-8989
ABZ Superior Services Corp	16416 Melon Way	DELRAY BEACH	FL	33484	(561) 674-3667
Cladds Professional Services LLC	147 Piedmont	DELRAY BEACH	FL	33484	(954) 643-0430
Jimmy Clean LLC	1178 Azora Drive	DELTONA	FL	32725	(407) 467-2761
LB Professional Services LLC	2153 N Normandy Blvd	DELTONA	FL	32725	(407) 340-8475
General Complete Service, LLC	2976 Estill Street	Deltona	FL	32738	(407) 592-6634
J & L Janitorial Service	1751 Catalina Boulevard	DELTONA	FL	32738	(407) 952-6352
AMA LEGACY ENTERPRISES LLC	8031 Lake Drive	Doral	FL	33166	(971) 222-6895
Gator Bay Janitorial LLC	6008 36th Ct E	ELLENTON	FL	34222	(727) 742-5626
Ultra Commercial Cleaning Services LLC	4706 Halls Mill Crossing	ELLENTON	FL	34222	(941) 447-8262
Joly Janitorial Services LLC	P.O. Box 994	EUSTIS	FL	32727	(352) 321-0386
Chacon Chang Cleaning Services LLC	3030 NW 68th Street #201	FORT LAUDERDALE	FL	33309	(954) 258-2551
AMS Majestic Cleaning LLC	1309 NW 31st Way	FORT LAUDERDALE	FL	33311	(954) 916-7135
King Solomon's Cleaning LLC	1761 NW 27th Terr	FORT LAUDERDALE	FL	33311	(786) 339-5392
Faithworks Pressure Cleaning And Auto Detailing LLC	727 NW 19th St.	FORT LAUDERDALE	FL	33311	(954) 701-7411
AAR SOLUTIONS LLC	800 SW 22nd Avenue	FORT LAUDERDALE	FL	33312	(954) 756-5507
Alain Leon Ricardo dba Roma Cleaners	4821 SW 12th CT	FORT LAUDERDALE	FL	33317	(786) 521-1941
JP Janitorial Services Inc	4801 NW 34th St. Apt 603	FORT LAUDERDALE	FL	33319	(954) 380-1317
Green Cleaning Solutions & Remediation Services LLC	5164 NE 4th Terrace	FORT LAUDERDALE	FL	33334	(954) 465-0138
Read Cleaning Inc.	2322 Willard Street	FORT MYERS	FL	33901	(239) 745-9942
Wonderful World Cleaning LLC	4554 Seminole St.	FORT MYERS	FL	33905	(239) 841-2717
LN Natural Cleaning Service LLC	227 Avacado Ct	FORT MYERS	FL	33905	(239) 707-1104
Southwest Classic Cleaning Service LLC	P.O. Box 61296	Fort Myers	FL	33906	(239) 458-7807
Empire Of The Pharaoh Corp.	5632 6th Ave	FORT MYERS	FL	33907	(239) 321-2822
Two Angel Cleaning LLC	726 Fargo Drive	FORT MYERS	FL	33913	(786) 356-0060
Mary Ann Hallock	458 Buffalo Way	Fort Myers	FL	33917	(239) 810-6003
Julia Oquendo	6340 Brant Bay Blvd #103	FORT MYERS	FL	33917	(239) 231-0402
Sur Cleaning Services, Inc.	1647 S Fountainhead Rd.	FORT MYERS	FL	33919	(239) 333-5584
AI & M Commercial Cleaning Services, LLC	1806 S. 27th St	FORT PIERCE	FL	34947	(772) 333-6272
Beky's Cleaning LLC	304 Deerwood Lane	FORT PIERCE	FL	34947	(772) 353-8528
Savages Detailing and Cleaning Services LLC	2005 Avenue O	FORT PIERCE	FL	34950	(772) 618-5568
Gueymar Cleaning LLC	618 Gap Creek Drive	FORT WALTON BEACH	FL	32547	(850) 812-2735
Kia's Kleaning	104 SE 13th Lane	Gainesville	FL	32601	(352) 339-5536
A&AF Magic Hands and Cleaning Services LLC	2801 NW 23rd Blvd. Apt. C19	GAINESVILLE	FL	32605	(352) 562-9818

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Cesar's Cleaning Service	4939 NW 20th Drive	GAINESVILLE	FL	32605	(352) 870-0425
Guillermo Araujo, Inc.	2052 NW 50th Place	GAINESVILLE	FL	32605	(352) 371-2886
Familia Alvarado	4946 NW 20th Terrace	Gainesville	FL	32605	(352) 514-9481
MU Total Services LLC	5431 NW 33rd Place	GAINESVILLE	FL	32606	(352) 888-1647
ULTRA EXCEPTIONAL CLEANING LLC	7511 NW 40th Ave	GAINESVILLE	FL	32606	(352) 316-1944
G PATRICIA'S CLEANING LLC	10008 NW 22nd Road	Gainesville	FL	32606	(352) 727-8313
ViFer Cleaning Company	205 SW 75th Street	GAINESVILLE	FL	32607	(352) 246-6601
Molrod Cleaning	3741 SW 17th Place	GAINESVILLE	FL	32607	(352) 870-7408
K&A QUALITY CLEANING LLC	2625 SW 75th Street	GAINESVILLE	FL	32608	(352) 872-2770
Vene Clean	9929 SW 84th Avenue	Gainesville	FL	32608	(352) 575-4114
GATOR CLEANING & JANITORIAL LLC	3031 NE 14th St	GAINESVILLE	FL	32609	(352) 658-5120
GARVIN PROFESSIONAL CLEANING LLC	7745 NW 20th Way	GAINESVILLE	FL	32609	(352) 682-3496
GATOR DUST BUSTERS LLC	PO Box 143172	GAINESVILLE	FL	32614	(352) 441-6370
Sara Paris	6709 Stonecreek Street	GREENACRES	FL	33413	(561) 242-9910
A.V.C. Cleaning Services, LLC	337 Island Shore Drive	GREENACRES	FL	33413	(561) 275-4885
Almany Company LLC	209 Foxtail Drive Apt B1	GREENACRES	FL	33415	(561) 800-5179
Alpha Green Cleaners, LLC	416 - 4th Lane	GREENACRES	FL	33463	(561) 729-4696
Active Clean LLC	3676 S. 57th Avenue	GREENACRES	FL	33463	(561) 720-3003
W G T FAMILY COMPANY LLC	6604 Dockside Cir	GREENACRES	FL	33463	(561) 993-0881
Roman Cleaning Services LLC	2231 Nighthawk Drive	HAINES CITY	FL	33844	(863) 458-2400
PG Cleaning Services, Inc.	2117 Lemon Street	HAINES CITY	FL	33844	(863) 521-3052
V&L Royal Service Corporation	125 SW 4 Ave	Hallandale	FL	33009	(954) 458-5563
Roche Family Services LLC	341 E 9th St. Apt. 102	HIALEAH	FL	33010	(786) 387-3880
YPINA Business, Inc	642 W 37th St.	HIALEAH	FL	33012	(786) 597-8601
Chougarcia Cleaning System Corp	1475 W 46th St APT 516 B	HIALEAH	FL	33012	(954) 743-8487
KAI CLEANER SERVICES LLC	1725 W 60 St. Apt F201	HIALEAH	FL	33012	(786) 556-2650
Riveros Cleaning Service LLC	1225 W 35th Street	HIALEAH	FL	33012	(786) 585-5597
L & H Cleaning Services LLC	1870 E 6th Ave	HIALEAH	FL	33013	(786) 704-1700
Amanecer Corp	268 East 37th St.	HIALEAH	FL	33013	(786) 484-3137
EF SIMPLY PROFESSIONAL CORP	321 E. 52nd Street	HIALEAH	FL	33013	(786) 458-5409
LAFFITA CLEANING SERVICES LLC	454 E 45th Street	HIALEAH	FL	33013	(281) 662-6719
ADONAI CLEANING SERVICES LLC	19721 NW 84th Avenue	HIALEAH	FL	33015	(786) 657-4049
DAZA CLEANING SERVICE CORP	2750 W 76th St APT 101	HIALEAH	FL	33016	(786) 521-6921
A TOUCH OF PRECISION LLC	PO BOX 1262	HOBE SOUND	FL	33475	(772) 324-0362
Arlyn Services Star Corp.	1925 Monroe Street	HOLLYWOOD	FL	33020	(754) 816-0957
M & W CARBALLOSA, INC	5110 Harrison St.	HOLLYWOOD	FL	33021	(786) 314-2463
Bright Look Cleaning LLC	3501 Jackson Street	HOLLYWOOD	FL	33021	(786) 738-2885
Pedro Anchanté	601 N 63rd Ave	HOLLYWOOD	FL	33024	(954) 549-8369
Sparklin Maids LLC	6830 Cody Street	HOLLYWOOD	FL	33024	(305) 803-7165
Limpieza De Oficinas Inc	13445 SW 263 Terr.	HOMESTEAD	FL	33032	(786) 908-3566
L & N Cleaning Group Corp	23931 SW 117th Ct	HOMESTEAD	FL	33032	(786) 253-0541
Tamilan Services Inc	25118 SW 107 Ave	HOMESTEAD	FL	33032	(305) 450-4511
Finest Cleaning Services, Inc.	12785 SW 256th Terrace	Homestead	FL	33032	(305) 446-4356
Steel Cleaning Services Corp.	4187 NE 11 ST	HOMESTEAD	FL	33033	(786) 439-6534
Multipro Cleaning Services Corp	28501 SW 152nd Ave Lot 83	HOMESTEAD	FL	33033	(305) 244-2557

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
PERFECTTEAM CLEANING SERVICES LLC	4183 NE 11th St	HOMESTEAD	FL	33033	(305) 340-8020
Costa South Cleaning LLC	29225 SW 144th Ct.	HOMESTEAD	FL	33033	(786) 305-9797
Bello Commercial Services, LLC	13642 Arden Dr.	HUDSON	FL	34667	(727) 277-5763
Ismael Roman	157 Yacht Club Way	HYPOLUXO	FL	33462	(561) 843-3822
YCM CLEANING LLC	8007 Ambach Way	HYPOLUXO	FL	33462	(561) 718-9246
A Nice Day Cleaning Service LLC	PO Box 2411	JACKSONVILLE	FL	32203	(904) 885-8115
Super Cleaning	5625 Sheri Lane	JACKSONVILLE	FL	32207	(904) 465-6627
Hilton's Cleaning Service LLC	2306 Second Avenue	JACKSONVILLE	FL	32208	(904) 486-0351
SPOTLESS PRIDE SERVICES LLC	6854 Cartier Circle	JACKSONVILLE	FL	32208	(904) 365-3435
G&J Cleaning Service, Inc.	8027 Ramsgate Road	Jacksonville	FL	32208	(904) 487-6367
BERILLAS CLEANING SERVICES LLC	2076 Morehouse Rd	JACKSONVILLE	FL	32209	(904) 861-7779
H&M Cleaning Service and Enterprise of Florida, Inc	1416 Manotak Avenue	Jacksonville	FL	32210	(904) 234-9069
Ovakleen Cleaning Service	7033 Mayapple Rd	JACKSONVILLE	FL	32211	(904) 294-7473
PERRY'S CLEANERS LLC	7130 Bowden Rd	JACKSONVILLE	FL	32216	(904) 208-0455
DELIVERING SOLUTIONS LLC	1207 Squirrel Lane North	JACKSONVILLE	FL	32218	(904) 314-6786
Inez Cleaning LLC	3461 Natalie Dr South	JACKSONVILLE	FL	32218	(904) 716-3767
Nylah Cleaning Services LLC	9801 Trout Tide Blvd	JACKSONVILLE	FL	32219	(470) 457-3606
BYNES CLEANING SERVICES	1318 Sinclair Ln	JACKSONVILLE	FL	32221	(904) 945-4570
Walk-West Cleaning Services	10274 Hamlet Glen Drive	JACKSONVILLE	FL	32221	(904) 962-7195
YOUNG COMMERCIAL ENTERPRISES, LLC	6654 Autumn Bluff Ln	JACKSONVILLE	FL	32222	(904) 338-1112
PTY SERVICES LLC	3708 Golden Reeds Ln	JACKSONVILLE	FL	32224	(904) 382-0614
All Bright of JAX, Inc	11555 Central Parkway	JACKSONVILLE	FL	32224	(904) 233-6368
K&ROSES CLEANING SERVICES LLC	3332 Yucatan Place	JACKSONVILLE	FL	32225	(904) 624-8969
PTY LADIES 507 CLEANING SERVICE LLC	4339 Gate Lane	JACKSONVILLE	FL	32226	(904) 888-3878
Finish Touch Janitorial Services LLC	PO Box 15104	JACKSONVILLE	FL	32239	(904) 885-6755
Mendi United Services Solution	8330 Quail Run Drive	JACKSONVILLE	FL	32244	(904) 378-6027
Finishing Touch Cleaning Services Inc.	7303 Ortega Hills Drive	Jacksonville	FL	32244	(904) 566-8878
Precision Commercial Service LLC	1955 Sunrise Dr	JACKSONVILLE	FL	32246	(551) 263-5701
JUPITER REMODELING PLUS CORP	9760 Jupiter Court S	JACKSONVILLE	FL	32246	(904) 554-0529
RIGGINS CLEANING SERVICE LLC	3150 W 16th Street	JACKSONVILLE	FL	32254	(904) 418-3048
Richelles Coverall's Cleaning LLC	9748 Kevin Rd	JACKSONVILLE	FL	32257	(904) 416-4051
Ninas Cleaning Service	12280 Autumbrook Trail W.	Jacksonville	FL	32258	(904) 755-4880
K&H COMMERCIAL CLEANING LLC	497 Walnut Dr	JACKSONVILLE	FL	32259	(717) 317-7808
ROWLAND CLEANING SERVICES LLC	2955 Fruitwood Ln	JACKSONVILLE	FL	32277	(904) 487-9167
DF Chicas Cleaning Inc	3339 Linda Dr	JENSEN BEACH	FL	34957	(772) 206-5379
Fred Cleaning Inc	13441 SW 62nd St # 1	KENDALL	FL	33183	(305) 244-3758
H&L Cleaning Service Specialist LLC	1235 Welson Rd	KISSIMMEE	FL	32837	(561) 524-6934
GEO Cleaning LLC	4187 Corsair Ave	KISSIMMEE	FL	34741	(407) 301-8020
The World of Shopping LLC	2203 Key West Court, Apt# 414	KISSIMMEE	FL	34741	(407) 592-7376
W&G Cleaning Service Specialist LLC	11305 Isle of Waterbridge	KISSIMMEE	FL	34741	(407) 785-8535
Pierre Louis Julien	140 Merida Drive	KISSIMMEE	FL	34743	(407) 394-0185
Jorge J. Rivera (George)	190 Hidden Springs Circle	Kissimmee	FL	34743	(321) 231-1608
Siclean, Inc.	132 Tuxpan Lane	KISSIMMEE	FL	34743	(407) 694-8876
Glad Waters Corp	997 Marisa Ln	KISSIMMEE	FL	34744	(917) 330-9452
RCP USA Services Corp	176 Owenshire Circle	KISSIMMEE	FL	34744	(407) 738-5809

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Mari N Liz Cleaning Services LLC	1787 Blissful Drive	KISSIMMEE	FL	34744	(321) 594-1909
G&G 7 Multiservices LLC	3535 Buggy Creek Road	KISSIMMEE	FL	34744	(732) 927-0430
BHT Cleaning Concepts Inc	2925 Colleen Circle	Kissimmee	FL	34744	(321) 437-4591
Queens Cleaning Services LLC	674 Eagle Pointe S	KISSIMMEE	FL	34746	(631) 223-6634
Imperial Janitorial Services LLC	1827 Coriander Drive	KISSIMMEE	FL	34759	(863) 521-7696
Lesley Sparkly Cleaning Service LLC	610 Caribou Court	KISSIMMEE	FL	34759	(347) 220-9556
Rafayna Cleaning Services LLC	818 Tomlinson Terrace	LAKE MARY	FL	32746	(407) 613-4877
Laprise Williams and Victor Benjamin	520 Pickfair Terrace	LAKE MARY	FL	32746	(407) 492-6765
Sparkman Services LLC	1716 2nd Avenue North #3	LAKE WORTH	FL	33460	(561) 293-9373
Shiny World Services, Inc.	4363 Violet Circle	LAKE WORTH	FL	33461	(561) 667-8021
Son's Cleaning Corp	4097 Gardenia Ave	LAKE WORTH	FL	33461	(561) 584-2156
Gablis Service's, LLC	220 Henthorne Drive	LAKE WORTH	FL	33461	(561) 907-0761
Patricia Cruz	5632 Priscilla Lane	LAKE WORTH	FL	33463	(561) 345-8088
LC & VH Investments LLC	4491 Luxembourg Court	LAKE WORTH	FL	33467	(561) 756-4848
Pierre's Professional Cleaning Services LLC	7948 Audrey Court	LAKE WORTH	FL	33467	(561) 995-3657
Johnson Lee, LLC	6790 Hatteras Drive	LAKE WORTH	FL	33467	(202) 903-1173
Palm Clean Services, Inc	4467 Danielson Dr.	LAKE WORTH	FL	33467	(561) 714-6034
E & M Professional Cleaning LLC	1823 Sanchez Avenue	LAKE LAND	FL	33801	(863) 274-0174
YTD Professional Cleaning LLC	2216 Buttercup Court	LAKE LAND	FL	33801	(786) 391-9007
Uliser Professional Cleaning LLC	940 Lowry Ave	LAKE LAND	FL	33801	(863) 617-5047
Florida Sweep Professional Cleaning LLC	3694 Hampton Hills Drive	LAKE LAND	FL	33801	(813) 412-9060
Florida GST Enterprizes, Inc.	1412 E Lemon St	LAKE LAND	FL	33801	(863) 816-3969
MGY Professional Cleaning LLC	205 Hunter Street	LAKE LAND	FL	33803	(863) 837-7283
Shine Bright Cleaning Service, LLC	P. O. Box 91504	LAKE LAND	FL	33804	(863) 274-0102
Olga Jaramillo	PO Box 93185	LAKE LAND	FL	33804	(813) 569-9326
R & R Xpress LLC	2187 Geneva Drive	LAKE LAND	FL	33805	(863) 393-8441
DNM Service Needs LLC	1659 Fruitwood Drive	LAKE LAND	FL	33805	(813) 900-0131
Landy Commercial Cleaning, Inc	1404 Alameda Dr. N	LAKE LAND	FL	33805	(863) 808-8819
Motherly Touch Cleaning Services LLC	247 Padgett Place South	LAKE LAND	FL	33809	(863) 640-4489
Team Harrison Cleaning LLC	1820 Cambridge Cove	LAKE LAND	FL	33810	(863) 210-3236
Sherrell Williams	3807 Rolling Ford Circle	LAKE LAND	FL	33810	(863) 589-3720
J.W.U Cleaning Services, LLC	4022 Grove Place	LAKE LAND	FL	33810	(863) 521-0456
Quintana Professional Cleaning LLC	2207 Ivey Lane	LAKE LAND	FL	33815	(305) 930-5020
Clean Haven Professional Cleaning LLC	4751 Emprise Way	LAND O LAKES	FL	34638	(813) 850-3245
Sturkey's Cleaning Services LLC	15835 Cedar Elm Terrace	LAND O LAKES	FL	34638	(813) 270-1581
KAORII CLEANING SERVICES LLC	2995 Torrey Pine Lane	LANTANA	FL	33462	(561) 774-6777
JEM Cleaning INC	1831 Patlin Cir N	LARGO	FL	33770	(615) 691-2000
Sisi Cleaning Inc	11113 102nd Lane	LARGO	FL	33773	(786) 317-0876
Eamee's Magic Cleaning LLC	3413 NW 44 St Apt 103	LAUDERDALE LAKES	FL	33309	(754) 244-3697
THE BAM FAMILY CLEANING LLC	3479 NW 13 Street	LAUDERHILL	FL	33311	(786) 300-9116
HANDS OF WONDERS LLC	3531 Inverrary Dr. Apt 308H	LAUDERHILL	FL	33319	(407) 340-1734
Serenity Nights Cleaning Services LLC	2591 Summer Star Way	LEESBURG	FL	34748	(321) 594-0019
New Sunshine Cleaning Corp.	5011 Lee Circle N	LEHIGH ACRES	FL	33971	(239) 745-2097
LINNET.DAG ENTERPRISE LLC	3110 35th St W	LEHIGH ACRES	FL	33971	(239) 772-1964
Yola's Cleaning Services, LLC	2629 Sunniland Blvd	LEHIGH ACRES	FL	33971	(786) 803-9089



Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
L & C Kidd Cleaning LLC	3201 6th Street W.	LEHIGH ACRES	FL	33971	(239) 834-3803
Professional Cleaning SWFL LLC	3902 20th St. W	LEHIGH ACRES	FL	33971	(239) 200-9425
KenDo Cleaning Services LLC	11042 River Trent Ct.	LEHIGH ACRES	FL	33971	(786) 795-1950
Caribbean Commercial Cleaning	3718 7th Street West	LEHIGH ACRES	FL	33971	(239) 645-7026
Yaina Cleaning Services, Inc.	4809 6th St West	LEHIGH ACRES	FL	33971	(239) 634-1852
GCLS Cleaning Incorporated	1120 Moore Ave	LEHIGH ACRES	FL	33972	(239) 672-5370
Omega Commercial Cleaning Services, LLC	1108 N Cleveland Ave	LEHIGH ACRES	FL	33972	(239) 940-1081
Full Cleaning FL Corp	608 Tarapin Ave	LEHIGH ACRES	FL	33974	(201) 952-3844
M&R Cleaning Masters	823 Bently St E	LEHIGH ACRES	FL	33974	(239) 244-6894
E & W Cleaning Services, Inc.	737 Carbon Street E	LEHIGH ACRES	FL	33974	(347) 525-3300
Kribis N Corner Cleaning Services, LLC	656 Chattman Street E	LEHIGH ACRES	FL	33974	(239) 938-4916
GJ's Professional Cleaning LLC	4117 4th St SW	LEHIGH ACRES	FL	33976	(239) 989-4229
Mercicleaning Services Inc	4007 11th St SW	LEHIGH ACRES	FL	33976	(239) 878-7510
Barahona Cleaning LLC	2912 33rd St. SW	LEHIGH ACRES	FL	33976	(239) 321-3104
Paradise Touch Cleaning Services, LLC	3213 9th Street SW	LEHIGH ACRES	FL	33976	(239) 333-7163
GAMASU SERVICE, LLC	15199 Gold Spar Ct.	LOXAHATCHEE	FL	33470	(561) 860-5489
JPS Commercial Cleaning Corp	19539 Broad Shore Walk	LOXAHATCHEE	FL	33470	(561) 929-7471
BLY PRESTIGE CLEANING LLC	7453 Hall Blvd	LOXAHATCHEE	FL	33470	(786) 759-5014
Palomino Cleaning, LLC	19131 Cherry Rose Cr.	LUTZ	FL	33558	(813) 749-0042
Be Well Commercial Cleaning LLC	PO Box 941112	MAITLAND	FL	32794	(321) 474-1515
GOODCLEANERS GA LLC	1605 NW 80th Ave Unit 1 Bldg 24	MARGATE	FL	33063	(346) 216-7173
RICHARDS SOLUTION LLC	6193 Mohawk Terr	MARGATE	FL	33063	(201) 688-5330
Francine's Fabulous Cleaning Services LLC	911 Grainger St SE	MELBOURNE	FL	32910	(224) 650-1403
Bizzy BZ Cleaning Services LLC	4501 NW 171 Terr	MIAMI	FL	33055	(305) 330-0067
Bernal Master Cleaning LLC	1229 NW 6th St. #5	MIAMI	FL	33125	(786) 306-1402
DUQUES COMPANY INC	4700 NW 3rd Street	MIAMI	FL	33126	(786) 301-4435
CELINE'S CLEANING CORP	5201 NW 7 Street # 317	MIAMI	FL	33126	(786) 585-5281
Four Seasons Cleaners Inc	5599 NW 5th Street	MIAMI	FL	33126	(305) 748-1383
Real Empire Services LLC	1137 NW 5th St	MIAMI	FL	33128	(786) 354-6422
Anays Cleaning Services Limited Liability Company	955 SW 2nd Avenue #1105	MIAMI	FL	33130	(786) 354-3127
Manzana Cleaning LLC	2185 SW 25th Terrace	MIAMI	FL	33133	(786) 991-4999
Someyda Barillas dba Barillas Services	1360 NW 46th Street	MIAMI	FL	33142	(786) 273-6120
Saiz Cleaning Services, LLC	7747 SW 86 Street	MIAMI	FL	33143	(786) 768-4058
Tamarindo Cleaning Services Corp	7221 SW 7th St	MIAMI	FL	33144	(551) 208-5936
Loisa Cleaning Corp	421 SW 77th Ave	MIAMI	FL	33144	(201) 657-2050
Osly Cleaning Rescue LLC	1510 SW 22nd Ave	MIAMI	FL	33145	(305) 926-9251
Arcaya Cleaning Services LLC	8400 NW 25th Ave	MIAMI	FL	33147	(786) 296-4610
A & B Cleanup Service Commercial Cleaning LLC	6920 NW 3rd Ave	MIAMI	FL	33150	(561) 303-8845
MABA&ALCIDES LLC	7430 SW 22ND ST	MIAMI	FL	33155	(786) 538-2577
ELAN CLEANING CORP	6630 SW 43rd St	MIAMI	FL	33155	(786) 490-3779
CAMPOS M INC	15711 SW 102 Ave	MIAMI	FL	33157	(305) 632-5686
BBO Cleaning Services Corp.	10830 SW 170 TERR	MIAMI	FL	33157	(786) 382-9999
YYHV LLC	5300 SW 114th Ct.	MIAMI	FL	33165	(786) 608-2791
BRILANTE LIMITED LIABILITY COMPANY	4250 NW 79th Avenue #1A	MIAMI	FL	33166	(305) 590-7004
Carol General Inc	12595 NW 27th Ave	MIAMI	FL	33167	(786) 712-9407

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
ROBE CLEANING SERVICES LLC	12805 NW 27th Avenue	MIAMI	FL	33167	(786) 682-9053
MMC CLEANING SERVICE, LLC	19950 SW 216th Street	MIAMI	FL	33170	(305) 812-4184
Blessed Cleaning Solutions LLC	1022 NW 87th Ave Apt 206	MIAMI	FL	33172	(305) 934-7812
Betty Perfect Cleaner Corp.	6970 SW 87 Ave - Apt #104	MIAMI	FL	33173	(786) 582-7864
Lezcano's 5 Cleaners LLC	9337 SW 5th Ln	MIAMI	FL	33174	(786) 484-8305
L. P. Cleaning 4 You LLC	11105 SW 5th Street	MIAMI	FL	33174	(786) 343-2264
Quick Eagle Cleaning LLC	8866 W Flagler St. Apt #101	MIAMI	FL	33174	(305) 305-7995
Wall Cleaning Services Corp.	11960 SW 18th Terrace	MIAMI	FL	33175	(786) 227-3776
ABEQUESOTOLLC	13848 SW 153rd Ter	MIAMI	FL	33177	(786) 804-8151
LM Shine Services LLC	21300 San Simeon Way - Apt# 04	MIAMI	FL	33179	(305) 781-7707
CANGE LOGISTIC, LLC	19790 W. Dixie Hwy	MIAMI	FL	33180	(305) 873-4574
OMEGACLEAN SOLUTIONS LLC	12616 NW 7th Lane	MIAMI	FL	33182	(702) 673-0161
KW CASTELLUM LLC	12616 NW 7th Lane	MIAMI	FL	33182	(702) 764-7109
L.E. Professional Corp	755 NW 135th Court	MIAMI	FL	33182	(786) 512-1679
MVA Star Cleaning Services LLC	1224 SW 138th PL	MIAMI	FL	33184	(305) 910-8896
Imperial Cleanse & Maintenance Services Corp.	13451 SW 2nd St	MIAMI	FL	33184	(305) 608-8705
DFL Courage Inc.	13451 SW 2nd St.	MIAMI	FL	33184	(786) 493-9063
Premier Cleaning Solutions 10, Corp.	11722 SW 142nd Place	MIAMI	FL	33186	(786) 678-8153
All Purpose Cleaning Solutions1, LLC	14543 SW 125 PL.	MIAMI	FL	33186	(305) 282-9988
NNNCM HEALTH CARE CORP	14500 SW 110 Street	MIAMI	FL	33186	(786) 523-4880
COS Cleaning Services LLC	9330 SW 220th Street	MIAMI	FL	33190	(786) 527-0734
Nesty Cleaning LLC	8671 SW 158th Pl	MIAMI	FL	33193	(786) 237-7840
Figueroa Cleaning Services, LLC	17073 SW 93 St	MIAMI	FL	33196	(786) 380-2581
Rosany Fernanda Lusquinhos Machado	1801 S. Treasure Dr.	Miami Beach	FL	33141	(786) 942-3508
DI CLEAN SERVICES LLC	4503 NW 203rd Ter	MIAMI GARDENS	FL	33055	(786) 227-7938
Clean By Pineda Corp	3370 NW 176th St	MIAMI GARDENS	FL	33056	(305) 316-0856
Diamond Shine USA Inc	3551 NW 202nd St.	MIAMI GARDENS	FL	33056	(786) 246-4711
Severe Janitorial Services Inc	1511 NW 179th St	Miami Gardens	FL	33169	(305) 968-2180
Hazel Eyes Cleaning Services LLC	19110 NW 10th Place	Miami Gardens	FL	33169	(850) 778-6639
A4DABLE SERVICES, LLC	4491 Song Sparrow Dr	MIDDLEBURG	FL	32068	(904) 234-0541
KLC CLEANING SERVICES LLC	3200 Twilight Ct	MIDDLEBURG	FL	32068	(904) 760-2619
Dirt Hunters, LLC	6822 Chuckwagon Lane	MILTON	FL	32570	(850) 356-6551
Orde Herdandez dba Hernandez General Services	7844 Biltmore Blvd	MIRAMAR	FL	33023	(786) 357-9937
Tika Express Service LLC	2433 SW 99th Way	MIRAMAR	FL	33025	(754) 610-8870
Genesis Cleaning Solutions LLC	10314 SW 19th St	MIRAMAR	FL	33025	(954) 665-4714
Universal Space Cleaning Services LLC	7510 Shalimar St.	MIRAMAR	FL	33025	(786) 413-7551
SJE Holdings Corp.	8634 Long Acre Drive	MIRAMAR	FL	33025	(954) 699-4952
Ground Zero Commercial Cleaning LLC	3732 TigerEye Court	MULBERRY	FL	33860	(251) 222-0133
Heyward & Trellis Haygood	2275 2nd St.	Mulberry	FL	33860	(863) 425-0436
XVYB Cleaning Services LLC	1314 Wildwood Lakes Blvd	NAPLES	FL	34104	(239) 285-7704
Stone Cleaning Services LLC	200 Turtle Lake Ct. #303	NAPLES	FL	34105	(917) 806-9125
Naples Commercial and Residential Cleaning Corp.	585 92nd Ave. N.	NAPLES	FL	34108	(239) 537-4833
ST2CLEAN LLC	5595 Jonquil Circle Apt 104	NAPLES	FL	34109	(239) 287-1238
Ramon Vivas LLC	172 Cypress E. Way	NAPLES	FL	34110	(305) 244-2679
Vivi's Cleaning Services Of Naples, Inc	8 Appletree LN	NAPLES	FL	34112	(239) 692-5343

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
R & S Professional Cleaning Services LLC	3739 Milano Lakes Circle Apt #304	NAPLES	FL	34114	(239) 595-2061
Great Cleaning Services, LLC	13699 Legacy Lane	NAPLES	FL	34114	(239) 537-0352
O & Y Sunshine Cleaning Company LLC	3048 54TH ST SW	NAPLES	FL	34116	(239) 682-5677
Betty Perez	4865 23 Ave SW	NAPLES	FL	34116	(239) 404-9058
Martha G. Hernandez dba Clean & Ready	2121 50th Street SW	NAPLES	FL	34116	(239) 431-1590
MG Commercial Cleaning, LLC	5311 18th Ave SW	NAPLES	FL	34116	(239) 784-5332
Sarjan's Cleaning LLC	4710 Whistler's Circle Apt 4	NAPLES	FL	34116	(239) 692-1734
Ifonia Romeus	5459 32nd Ave. SW	NAPLES	FL	34116	(239) 529-7648
Lexander Medina	1081 11th St. SW	NAPLES	FL	34117	(239) 384-0584
GESI CLEANING LLC	7925 Preserve Cir	NAPLES	FL	34119	(239) 778-3394
Dexy Cleaning LLC	4210 58th Ave NE	NAPLES	FL	34120	(239) 601-7951
Cleaning Services By Yilian, Inc	2381 18th Ave NE	NAPLES	FL	34120	(239) 269-7392
K & A Excellent Cleaning Inc	2985 31st Ave NE	NAPLES	FL	34120	(239) 601-7094
Maionor Cleaning Service Inc	3241 6th Ave NE	NAPLES	FL	34120	(786) 562-8561
SRAM Commercial Cleaning, LLC	7034 Lake Magnolia Dr	NEW PORT RICHEY	FL	34653	(727) 252-8922
HC (High Cleaning Standards) LLC	7038 Woodhall Ave	NEW PORT RICHEY	FL	34653	(727) 271-0429
Blesski, LLC	8706 Creedmoor Lane	NEW PORT RICHEY	FL	34654	(727) 303-8700
Clean Again, LLC	7541 Salamander Dr	NEW PORT RICHEY	FL	34655	(727) 505-9387
KJAB CLEANING LLC	684 NW 243rd Terr	NEWBERRY	FL	32669	(352) 745-4202
Solutions Cleaning Service, LLC	1812 Shay Lin Ct	NICEVILLE	FL	32578	(850) 470-5091
Rossana A Freitas	331 Sacramento St	North Fort Myers	FL	33903	(239) 878-1239
N & T 88, Corp.	15900 Jones Rd	NORTH FORT MYERS	FL	33917	(305) 794-1414
Ana Total Cleaning, Inc	1405 SW 74th Ave	NORTH LAUDERDALE	FL	33068	(954) 625-9537
Clive G Douglas	831 E.Palm Run Dr	NORTH LAUDERDALE	FL	33068	(954) 401-6768
DAISI & REGLA COMMERCIAL CLEANING SERVICES	595 NW 139th Terrace	NORTH MIAMI	FL	33168	(786) 380-9204
Lucky 9 Cleaning Company LLC	1498 NE 182nd St	NORTH MIAMI BEACH	FL	33162	(786) 262-7401
Mountain Power Cleaning LLC	1580 NE 154th Street	NORTH MIAMI BEACH	FL	33162	(615) 526-7337
North Port Cleaning LLC	2635 Vedado St	NORTH PORT	FL	34286	(941) 376-2301
Star Cleaning Group, Inc.	3721 Eldron Ave	North Port	FL	34286	(941) 249-0881
Topper B & M Cleaning Services Limited Liability Company	2738 Orchard Circle	NORTH PORT	FL	34288	(941) 237-1185
J & Y Services LLC	1200 Foliage Ct.	NORTH PORT	FL	34288	(239) 675-8575
Johnny Avery	572 NW 40th Court	OAKLAND PARK	FL	33309	(954) 288-5585
THIS AND THAT CLEANING SERVICE LLC	171 NE 51 Street	OAKLAND PARK	FL	33334	(954) 937-6008
WILSON'S COMMERCIAL CLEANING LLC	2130 NE 10th Street	OCALA	FL	34470	(347) 633-6754
Kalex Cleaning Services LLC	2612 NE 3rd Avenue	Ocala	FL	34470	(305) 216-1176
Mikes Cleaning Service	2701 NE Tenth St	OCALA	FL	34470	(352) 286-7915
Lurie Enterprises LLC	1850 SE 18th Avenue Apt 1505	OCALA	FL	34471	(352) 547-0602
NC-CLEANING SERVICES LLC	1532 SE 25th St	OCALA	FL	34471	(787) 477-2625
C & C Janitorial Services	37 Hickory Track Way	OCALA	FL	34472	(352) 533-1248
TREISA SOFT-TOUCH CLEANING SERVICES, LLC	7059 Hemlock Road	OCALA	FL	34472	(352) 581-0309
C&S PRO CLEAN LLC	Eight Locust Trak	OCALA	FL	34472	(304) 741-1617
La Pinarena Cleaning Services LLC	6893 SW 128th Street Road	OCALA	FL	34473	(786) 231-9074
Intrinsic Cleaning LLC	4351 SW 132nd Place	OCALA	FL	34473	(347) 935-5861
I & J CLEANING 4 U	14931 SW 46th Circle	OCALA	FL	34473	(917) 500-7492
GR PRIORITY SERVICES LLC	6043 SW 155th Street Road	OCALA	FL	34473	(352) 362-6218

**Exhibit E**  
**Operating Franchisees as of December 31, 2023**

<b>Operating Franchisee</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
Clean and Amazing Inc.	16899 SW 29th Avenue Road	OCALA	FL	34473	(352) 342-0077
EDDY'S MACU CLEANING LLC	5850 SW 61st Pl	OCALA	FL	34474	(352) 208-4707
Tecnaran Services	7433 SW 106th Street	OCALA	FL	34474	(352) 470-5640
Linda Hicks Cleaning Company	2141 NW Third Ave	OCALA	FL	34475	(352) 270-4858
Essie McCall Cleaning	6325 NW 14th Avenue	OCALA	FL	34475	(352) 239-5919
A Sparkle Above	2625 NW First Ave	OCALA	FL	34475	(352) 497-4917
S.A.A. Coverall Cleaning LLC	8645 NW Ninth Avenue	Ocala	FL	34475	(352) 460-3361
L&C Kleaning Services LLC	3936 SW 102nd Lane Road	OCALA	FL	34476	(954) 736-0073
LIMA CLEANING SERVICES, LLC	7899 SW 62nd Court	OCALA	FL	34476	(954) 803-7495
E & E COASTAL CLEANING, INC.	10848 SW 69th Ct	OCALA	FL	34476	(352) 229-4545
Absolutely Profound Cleaning LLC	9650 SW 42nd Ave	OCALA	FL	34476	(352) 304-3713
KAMEO EXECUTIVE CLEANING AGENCY LLC	3859 SW 100th St	OCALA	FL	34476	(352) 512-7527
A Genesis General Services LLC	5515 SW 88th Place	Ocala	FL	34476	(352) 362-5301
Optimal Cleaning Company LLC	10202 SW 41st Terrace	OCALA	FL	34476	(352) 414-9193
McCabe's Coverall Health-Based Clean LLC	5640 SE Second St	OCALA	FL	34480	(352) 502-6512
Better Trust Cleaning Services LLC	2454 Andre Court	OCOE	FL	34761	(407) 902-6806
Touchable Services LLC	449 W. Silver Star Rd	OCOE	FL	34761	(407) 879-8918
HANNAH LLC	7024 Sawmill Blvd	OCOE	FL	34761	(407) 288-3349
Hernandez & Garcia The Cleansers Company LLC	16819 Taylow Way	ODESSA	FL	33556	(813) 481-2423
AA CLEANING CONCEPTS, INC.	101 Woodlands Court	OLDSMAR	FL	34677	(727) 741-3597
L & N Family Cleaning Inc	3171 NW 132 Terrace	OPA LOCKA	FL	33054	(786) 300-7283
Advance Health-Base Cleaning Company	651 Plaicid Run Road	ORANGE CITY	FL	32763	(386) 216-5414
TOP NOTCH CLEANING SYSTEM LLC	1809 Mound St	ORANGE PARK	FL	32073	(904) 514-5766
Stone's Empire LLC	462 North Terry Ave	ORLANDO	FL	32801	(786) 647-5543
MDM Golden Clean LLC	618 East South Street	ORLANDO	FL	32801	(844) 882-1528
UNIK Cleaning and Sanitation Services LLC	915 Boardman St	ORLANDO	FL	32804	(407) 230-9051
De Sousa Service USA LLC	2501 N Orange Blossom Trail Apt 173	ORLANDO	FL	32804	(407) 777-7058
VJM Cleaning Services LLC	2966 S. Rio Grande Ave	ORLANDO	FL	32805	(407) 341-0978
Alebe Cleaning Service LLC	2825 Moss Grove Blvd	ORLANDO	FL	32807	(407) 868-4689
Soluciones Y Mas Inc.	5958 Wallace Drive	ORLANDO	FL	32807	(407) 470-2002
Blanca Kleaners LLC	5514 Britan Drive	ORLANDO	FL	32808	(407) 223-3047
Dave A. Rowe	4586 Frisco Circle	ORLANDO	FL	32808	(407) 591-6132
Samuel F. McMillan	5289 Merimont Court	Orlando	FL	32808	(407) 730-1910
Blangel Services Inc.	6804 Cherry Grove Circle	ORLANDO	FL	32809	(407) 590-9148
Kamal Mangal	6115 Tomoka Drive	Orlando	FL	32809	(407) 857-9625
Majorca Eco Services, Inc.	5141 The Oaks Circle	Orlando	FL	32809	(407) 480-1856
Janey Cleaning Services LLC	1940 Aaron Avenue	ORLANDO	FL	32811	(407) 285-7398
Paz Services USA LLC	3337 S Kirkman Road Apt 620	ORLANDO	FL	32811	(407) 652-8515
Amikka's Fine Cleaning Service LLC	702 Willie Mays Parkway	ORLANDO	FL	32811	(407) 556-1689
A&A Cleaning Solutions of Central FL LLC	1820 Rouse Lake Road	ORLANDO	FL	32817	(321) 297-9297
Lady Like Cleaning Services LLC	2548 Summer Glen Drive	ORLANDO	FL	32818	(321) 460-3879
JYV Cleaning LLC	7511 Solstice Cir Unit 1-216	ORLANDO	FL	32821	(407) 883-6330
Alea Cleaning Services LLC	7562 Rio Pinar Lakes Blvd	ORLANDO	FL	32822	(407) 914-1014
B&M Janitorial Services LLC	7119 Tripoli Way	ORLANDO	FL	32822	(321) 987-5149
Blangel Services Inc.	4107 Gulfstream Bay Court	ORLANDO	FL	32822	(407) 590-9148

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Top Shelf Family Cleaning, LLC	12459 Northover Loop	ORLANDO	FL	32824	(407) 690-6158
VW Cleaning Services Inc LLC	1479 Portofino Meadows Blvd	ORLANDO	FL	32824	(786) 759-4218
All Set Cleaning Services LLC	13881 Rushing Creek Run	ORLANDO	FL	32824	(203) 864-1427
DNB Cleaning Services LLC	14963 Braywood Trail	ORLANDO	FL	32824	(407) 963-2794
Deep Cleaning USA, LLC	969 Pebble Creek Circle	ORLANDO	FL	32824	(352) 575-6542
Juny Cleaning Services LLC	2241 Mountleigh Tr	ORLANDO	FL	32824	(352) 321-0539
Crystal Klean Services LLC c/o Maria Ramalho	410 Lytton Circle	ORLANDO	FL	32824	(407) 452-7040
Amanda Cleaning Services, Inc. c/o Jose Dominguez	13124 Greenpointe Drive	ORLANDO	FL	32824	(917) 549-4938
Blanca Sanchez	11843 Hatcher Circle	Orlando	FL	32824	(347) 335-4836
Outstrip Cleaning Services, LLC.	13881 Rushing Creek Run	ORLANDO	FL	32824	(203) 707-3048
Moses Alicea Cleaning Service LLC	12128 Shadowbrook Lane	Orlando	FL	32828	(407) 929-1666
Diane Ortiz	7760 Bay Cedar Drive	ORLANDO	FL	32835	(407) 968-6582
Dodera Cleaning Services LLC	2738 Lone Feather Drive	ORLANDO	FL	32837	(917) 257-0807
Vish Cleaning Services of Orlando LLC	12700 Rolling Brook Ct.	ORLANDO	FL	32837	(321) 217-5354
PRS Cleaning Concepts LLC	1148 Courtney Chase Circle	ORLANDO	FL	32837	(407) 739-1044
Clean By Bea LLC	3005 Rollman Road	ORLANDO	FL	32837	(407) 624-2294
Celebration Janitorial Inc	5436 San Gabriel Way	Orlando	FL	32837	(321) 662-1018
Maria Taborda	3956 Town Center Blvd #132	ORLANDO	FL	32837	(407) 516-4253
Luciana Cleaning LLC	5136 Aventura Blvd	ORLANDO	FL	32839	(407) 451-6853
Denaud Cleaning Service LLC	1946 Ole Heritage Drive	ORLANDO	FL	32839	(407) 556-4967
Darkno Services Inc	1722 36th Street	ORLANDO	FL	32839	(407) 936-5915
SOEIVAN Services, Inc.	P.O. Box 592391	ORLANDO	FL	32859	(407) 272-2577
Kubanichi's Cleaning LLC	PO Box 678387	ORLANDO	FL	32867	(321) 200-8650
Maria L. Solano	2200 N County Road 426	OVIEDO	FL	32765	(321) 274-2594
Iconic Cleaning, LLC	4771 Fairoaks Drive	PACE	FL	32571	(850) 346-5230
MST JANITORIAL SERVICES LLC	256 Gladiola Rd NE	PALM BAY	FL	32907	(860) 893-4164
Office Cleaners LLC	549 Hillsdale Ave NW	PALM BAY	FL	32907	(321) 987-0574
ANSU Platinum Services LLC	890 Degroodt Rd. SW	PALM BAY	FL	32908	(321) 482-1593
Cofield Cleaning LLC	170 Aquarius Ave SE	PALM BAY	FL	32909	(914) 349-1114
Southernbend Janitorial Services LLC	1134 SE Wesberry St	PALM BAY	FL	32909	(954) 687-2783
Sals Spotless Cleaning Services LLC	911 Grainger St SE	PALM BAY	FL	32910	(321) 536-9584
Novoa and Sons Cleaning Services LLC	104 1st Lane	PALM BEACH GARDEN	FL	33418	(561) 389-8911
MDQ Quality Services LLC	12 Buffalo View Lane	PALM COAST	FL	32137	(386) 576-4637
ESCOPEr CLEANING SERVICE LLC	17 Whitcock Ln	PALM COAST	FL	32164	(813) 580-2366
Danilo Bueno	3858 Nighthawk Dr	PALM HARBOR	FL	34684	(727) 423-1364
JACK M.Q. CLEANING CORP	1954 Shadetree Way	PALM SPRINGS	FL	33406	(561) 907-9885
Gianelly Cleaning Service LLC	270 Wood Land Road	PALM SPRINGS	FL	33461	(561) 507-3391
ISYULECABEZA LLC	255 Lake Arbor Drive	PALM SPRINGS	FL	33461	(786) 259-4037
I Diamond Company LLC	38 Andros Rd	PALM SPRINGS	FL	33461	(561) 567-1372
Lakewood Ranch Professional Cleaning LLC	10549 Oakside Dr	PALMETTO	FL	34221	(941) 504-0203
Cindy Sykes	7204 Lake Suzanne Lane	PANAMA CITY	FL	32404	(850) 814-4564
Gertrudes Helena Querales	680 NW 79 Terr #204	PEMBROKE PINES	FL	33024	(786) 230-9782
Sobe Commercial Cleaning, LLC	11415 NW 10 St.	PEMBROKE PINES	FL	33026	(305) 984-7452
Eco Green Valley Corp	11409 NW 10th Street	PEMBROKE PINES	FL	33026	(954) 479-8102
LH Special Services Corp	112 SW 169th Ave.	PEMBROKE PINES	FL	33027	(954) 347-7429

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Ahead of Time Cleaning, LLC	809 N MLK Drive	PENSACOLA	FL	32501	(850) 525-6434
Tyron's Janitorial Service, LLC	3009 Torres Avenue	PENSACOLA	FL	32503	(850) 266-1241
KP Commercial Cleaning, LLC	2401 North 7th Avenue	PENSACOLA	FL	32503	(850) 292-6689
Core Commercial Cleaning LLC	3314 Marcus Drive	PENSACOLA	FL	32503	(850) 824-0372
Total Business Solutions of NWFL LL	3333 Marcus Drive	PENSACOLA	FL	32503	(850) 602-3727
R Martin Services, LLC	5525 Prowie Dr	PENSACOLA	FL	32504	(254) 291-8340
HJS Cleaning Service, LLC	813 Bloodworth Lane	PENSACOLA	FL	32504	(850) 316-5388
Magic Moppers Professional Cleaning Service	6096 Toulouse Drive	PENSACOLA	FL	32505	(850) 377-4476
Big Willie's Commercial Cleaning Service, LLC	102 Topaz Ave	PENSACOLA	FL	32505	(850) 554-3308
Fudail Cleaning Services, LLC	820 South Madison Dr.	PENSACOLA	FL	32505	(850) 368-7561
Austin Exclusive Janitor Service, LLC	3741 Idlewood Drive	PENSACOLA	FL	32505	(850) 532-5709
Morning Star Custodial, LLC	6406 Hampton Rd	PENSACOLA	FL	32505	(850) 341-2760
LJ & RJ Cleaning Services, LLC	4508 Charmonte Way	PENSACOLA	FL	32505	(850) 602-5700
Neat Freakz LLC	907 N. S Street	PENSACOLA	FL	32505	(850) 791-0646
Empire Cleaning, LLC	7591 US 98	PENSACOLA	FL	32506	(850) 525-1650
Beach Life Enterprise Group, LLC	385 Blue Angel Parkway	PENSACOLA	FL	32506	(850) 748-4345
Tressie L Wimbush Enterprises, LLC	520 Frisco Road	PENSACOLA	FL	32507	(850) 221-2250
Diamond Shine Cleaning Concepts, LLC	3795 Weatherstone Circle	PENSACOLA	FL	32507	(850) 943-2621
Prestigious Warrior Commercial Cleaning, LLC	PO BOX 2745	PENSACOLA	FL	32513	(850) 261-4265
KJ's Efficient Cleaning, LLC	8202 Emperor Road	PENSACOLA	FL	32514	(850) 485-0908
Allen's Janitorial and Handyman Services, LLC	288 E. Olive Road	PENSACOLA	FL	32514	(850) 418-0092
T-N-T Cleaning Service, LLC	401 Action Street	PENSACOLA	FL	32514	(850) 449-8683
C-Max Cleaning Service, LLC	8401 Carl Dean Street	PENSACOLA	FL	32514	(850) 426-6853
A Little Investment Group, LLC	PO Box 10801	PENSACOLA	FL	32524	(850) 791-8508
Carmichael Cleaning Service, LLC	7404 Stiller Lake Road	PENSACOLA	FL	32526	(850) 586-2166
4n I Family Kleaning Service, LLC	6131 Bradshaw Street	PENSACOLA	FL	32526	(850) 449-7860
JJ&E Janitorial Services, LLC	6139 Pam Avenue	PENSACOLA	FL	32526	(678) 939-0334
Millender Generations Cleaning Services, LLC	2304 Silversides Loops	PENSACOLA	FL	32526	(850) 375-4322
Goldsmith Enterprises LLC	7948 Huntington Creek Lane	PENSACOLA	FL	32526	(850) 375-9024
P.U.C.C. Services, LLC	3340 Wasatch Range Loop	PENSACOLA	FL	32526	(850) 276-6306
Top Notch Professional Cleaning Services LLC	1515 Galvin Avenue	PENSACOLA	FL	32526	(850) 261-8271
Commercial Cleaning Systems Concepts, LLC	3340 Wasatch Range Loop	Pensacola	FL	32526	(850) 525-1565
DuLac Commercial Cleaning Company, LLC	1482 Dunhurst Drive	PENSACOLA	FL	32534	(850) 776-8162
Kedra Key Janitorial Services, LLC	681 Teleran Street	PENSACOLA	FL	32534	(850) 454-0368
GNG Cleaning Services, LLC	10919 Chippewa Way	PENSACOLA	FL	32534	(850) 287-4800
Walter Lowe	1272 Bolivia Street	Pensacola	FL	32534	(850) 485-8275
Rostran Professional Cleaning LLC	5836 62nd Ave N	PINELLAS PARK	FL	33781	(786) 597-7648
V.R. Home Solutions LLC	6540 51st Way North	PINELLAS PARK	FL	33781	(727) 543-6168
Rubi's Ultimate Cleaning Inc.	4851 85th Avenue	PINELLAS PARK	FL	33781	(727) 308-8729
All General Cleaning Inc.	6981 80th Terrace N.	PINELLAS PARK	FL	33781	(727) 458-5392
3 American Cleaning Service LLC	6093 109th Ave North	PINELLAS PARK	FL	33782	(727) 902-7006
Omar Professional Cleaning Services LLC	5560 96th Avenue North	PINELLAS PARK	FL	33782	(727) 900-3572
Gabe's and Cata Pro Services, Inc.	5815 114th Terrace North	PINELLAS PARK	FL	33782	(727) 417-2868
Aryana's Commercial Cleaning LLC	1308 E Frances Ave	PLANT CITY	FL	33563	(813) 863-4081
Small Town Solutions LLC	2104 Shoofly Lane	PLANT CITY	FL	33566	(813) 380-3616

**Exhibit E**  
**Operating Franchisees as of December 31, 2023**

<b>Operating Franchisee</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
Pedro Valdez Dbá Pedros Cleaning Service	5557 Luckasavage Rd	PLANT CITY	FL	33567	(813) 365-6470
Skifton Cleaning LLC	7001 NW 16th St #403	PLANTATION	FL	33313	(954) 683-4471
Green Collective Inc	201 NW 75TH TERR	PLANTATION	FL	33317	(754) 249-5800
UNION CLEANING SERVICES LLC	12343 NW 19th Street	PLANTATION	FL	33323	(754) 302-8315
JC & DA Services LLC	835 NW 82 Avenue	PLANTATION	FL	33324	(305) 903-0795
Jope Investments LLC	457 Vista Isle Drive #2111	PLANTATION	FL	33325	(954) 618-3628
SURGICLEANERS LLC	2670 NE 19th Street	POMPAÑO BEACH	FL	33062	(954) 684-0660
Mark Measel LLC	2589 NE 15th Avenue	Pompano Beach	FL	33064	(954) 245-7174
ENDURES 4 EVER LOVE CLEANERS INC	4124 Conway Blvd	PORT CHARLOTTE	FL	33952	(941) 218-9083
Monica E. Santiago	9241 Rainbow Lane	PORT RICHEY	FL	34668	(813) 588-2119
JOYCE CLEANING SERVICE LLC	2426 SE CAMARIN ST	PORT SAINT LUCIE	FL	34952	(772) 265-2290
CR Professional Cleaning Service, Inc.	2338 SW Ranch Ave.	PORT SAINT LUCIE	FL	34953	(772) 475-3674
Bocicot Cleaning Service LLC	462 SW Port St. Lucie Blvd	PORT SAINT LUCIE	FL	34953	(772) 812-0160
Salinas Cleaning Service LLC	104 SW Exora Terrace	PORT SAINT LUCIE	FL	34953	(772) 418-1793
Spotless Cleaning System & More LLC	4681 SW Scanavino St	PORT SAINT LUCIE	FL	34953	(561) 503-9415
Honesty Shine Cleaning Multi Services & More LLC	1673 SW Merchant Lane	PORT SAINT LUCIE	FL	34953	(561) 284-1322
LELEKA CLEANING COMPANY LLC	1079 SW Payne Ave	PORT SAINT LUCIE	FL	34953	(772) 359-9386
ABOVE GREATNESS CLEANING LLC	268 SW PANTHER TRACE	PORT SAINT LUCIE	FL	34953	(904) 520-1697
Global DS Services Enterprises Inc	2865 SW Ortega Street	PORT SAINT LUCIE	FL	34953	(772) 834-7974
Matgic Enterprises Inc	341 SW Lucero Drive	PORT SAINT LUCIE	FL	34983	(772) 486-6071
Select Cleaning Services, Inc.	1725 SE Aneco Street	PORT SAINT LUCIE	FL	34983	(772) 530-1695
V & F Unlimited Inc	231 SW Fairchild Avenue	PORT SAINT LUCIE	FL	34984	(561) 309-8749
Precise Commercial Cleaning of Palm Bch Corp.	104 NW Pleasant Grove Way	PORT SAINT LUCIE	FL	34986	(561) 543-8469
JDSILVA, LLC	5262 NW Gamma Street	PORT SAINT LUCIE	FL	34986	(772) 233-7966
Daniel O. Etheridge	2732 SW Attamira Avenue	PORT SAINT LUCIE	FL	34987	(772) 370-4221
Poochies Cleaning, LLC	12423 Adventure Drive	RIVERVIEW	FL	33569	(631) 204-7942
Kleen-KingMaintenance Services LLC	5336 Watson Rd	RIVERVIEW	FL	33578	(813) 679-5208
2LovePeople Cleaning LLC	12403 Tree Pointe Cort	RIVERVIEW	FL	33578	(813) 418-9427
Caba Elite	10502 Cardera Dr	RIVERVIEW	FL	33578	(973) 460-4764
Wkalissa Cleaning LLC	12765 Lemon Pepper Dr	RIVERVIEW	FL	33578	(813) 300-4841
Seybest Commercial Cleaning LLC	12592 Shining Willow St	RIVERVIEW	FL	33579	(813) 635-6938
Bay Area Superior Cleaning, LLC	11734 Winterset Cove Dr	RIVERVIEW	FL	33579	(813) 407-6057
Stable Production Inc	12226 Fairlawn Dr	RIVERVIEW	FL	33579	(813) 380-3282
Luke & Sheree Enterprises, LLC	1020 Indian Trace Circle #5 Unit 103	RIVIERA BEACH	FL	33407	(561) 572-6774
E H Z ENTERPRISES INC	1426 Ryan Lane	ROYAL PALM BEACH	FL	33411	(561) 618-2739
CMLD CLEANING SERVICES LLC	1327 ISLEWORTH CT	ROYAL PALM BEACH	FL	33411	(561) 352-7051
Al Star Cleaning Services, Inc.	224 Cordoba Circle	ROYAL PALM BEACH	FL	33411	(561) 932-8121
SMITH & SON LLC	560 Christina Dr.	Royal Palm Beach	FL	33414	(732) 580-4811
Creative Matrix, LLC	P.O BOX 213176	ROYAL PALM BEACH	FL	33421	(561) 670-8248
Dolavie Enterprises Inc	1232 Harbour Blue St	RUSKIN	FL	33570	(813) 895-6416
LF Luxury Services, LLC	128 Riachuelo Lane	SAINT AUGUSTINE	FL	32095	(407) 406-7655
Ivan Singh	1978 Stillwood Way	SAINT CLOUD	FL	34771	(407) 488-5877
Ernie L. Williams	2330 SW Naomi Avenue	SAINT LUCIE WEST	FL	34953	(561) 644-4962
M & F Cleaning Corporation	202 60th Avenue	SAINT PETE BEACH	FL	33706	(727) 667-2172
C&M Cleaning and Janitorial Services	3868 Neptune Drive SE	SAINT PETERSBURG	FL	33705	(727) 333-1049

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Sharon Gulley	2430 16th Street South	SAINT PETERSBURG	FL	33705	-
Asencio Cleaning Services LLC	5011 47th Ave N	SAINT PETERSBURG	FL	33709	(849) 472-6521
Losada Commercial Cleaning LLC	1980 57th St N	SAINT PETERSBURG	FL	33710	(727) 953-5528
Kirk Tritan	3476 9th Ave	SAINT PETERSBURG	FL	33713	(618) 670-8830
Michael Ulrich LLC	3476 9th Ave N	SAINT PETERSBURG	FL	33713	(813) 260-5588
Derrell L. Pattain	1462 Star Gazer Terrace	SANFORD	FL	32771	(612) 749-3439
Belmont Cleaning Services LLC	105 Yorktown Place	SANFORD	FL	32771	(407) 729-6874
Beacon Services USA, LLC	105 Yorktown Place	SANFORD	FL	32771	(407) 729-6874
Alicia's Commercial Cleaning LLC	362 Golf Cove Court	SANFORD	FL	32773	(407) 314-3662
Goza Cleaning Services Inc	5466 Winewood Dr.	SARASOTA	FL	34232	(941) 536-6279
West Florida Supershine, Inc	4779 Ancient Marble Dr	SARASOTA	FL	34240	(941) 586-9386
SAM's Professional Cleaning	209 Mouring Dove Road	SATSUMA	FL	32189	(386) 546-4903
Sam's Professional Cleaning Services Inc.	209 Mouring Dove Road	Satsuma	FL	32189	(386) 546-4903
Sergvalmy Cleaning Services LLC	1019 Citroen Dr	SEBRING	FL	33872	(561) 507-3079
Stylish Cleaning Services LLC	3021 Ripplewood Drive	SEFFNER	FL	33584	(813) 853-8703
Nuby's Cleaning Service LLC	4594 Essex Lane	SPRING HILL	FL	34606	(757) 880-9377
LD Arroyo Cleaning Corp.	7212 Toucan Trail	SPRING HILL	FL	34606	(352) 592-9680
Chang Ventures, Inc	10109 Elgin Blvd	Spring Hill	FL	34608	(201) 522-1718
Risley Commercial Cleaning LLC	13435 Banyan Road	SPRING HILL	FL	34609	(813) 585-0551
Carmichael Management LLC	P O Box 5103	SPRING HILL	FL	34611	(727) 808-9303
A & C Luxury Cleaning Services Inc	4987 SE Mariner Garden Circle	STUART	FL	34997	(772) 634-7140
M & V Commercial Cleaning LLC	7038 King Creek Drive	SUN CITY CENTER	FL	33573	(570) 442-7385
Ligia Garzon	2551 NW 103rd Ave. Apt. # 402	SUNRISE	FL	33322	(954) 638-7703
CHACLEANING SERVICES LLC	2922 NW 130th Avenue	SUNRISE	FL	33323	(786) 210-7325
Eduardo Polo dba BYO Clean Services	576 Lakeside Circle	SUNRISE	FL	33326	(954) 740-2217
AGS Cleaning LLC	2124 Bullocks Run Road	TALLAHASSEE	FL	32303	(850) 692-1392
A&C Solutions Services LLC	7407 NW 75th St	TAMARAC	FL	33321	(954) 234-3715
R J Always Clean Corp	8601 W McNab Rd	TAMARAC	FL	33321	(786) 745-2580
Camacho Leasing & Renovati	8004 Lago De Campo Blvd. # 105C	TAMARAC	FL	33321	(754) 214-4387
Dexter Wilson	8060 NW 96th Terr.	TAMARAC	FL	33321	(754) 366-4470
Abraham Family Cleaning Services LLC	8717 N Edison Ave	TAMPA	FL	33604	(787) 671-8881
Florishine Cleaning Enterprise LLC	2609 Marconi St.	TAMPA	FL	33605	(813) 900-4620
Alvarez Cleaning Services, LLC	2704 W Kathleen St	TAMPA	FL	33607	(813) 300-9274
Swift & Tidy Complete Clean LLC	1515 East Hanna Ave	TAMPA	FL	33610	(727) 426-4500
Adriano Janitorial LLC	14011 N Nebraska Ave	TAMPA	FL	33613	(813) 504-6051
Castillo Professional Cleaning Services LLC	1253 Four Seasons Blvd	TAMPA	FL	33613	(813) 495-9444
Franqui Cleaning Plus LLC	4814 N Gomez Ave	TAMPA	FL	33614	(727) 272-4795
Ana Maria Cleaning Plus LLC	4733 West Waters Ave Apt 1613	TAMPA	FL	33614	(813) 483-9960
Madelaine's Professional Cleaning LLC	2703 W Kirby St	TAMPA	FL	33614	(305) 927-8327
Pedro's Commercial Cleaning Services LLC	4711 West Waters Avenue	TAMPA	FL	33614	(813) 567-9962
White Dragon Cleaning Company, Inc.	8870 N Hines Ave	TAMPA	FL	33614	(813) 293-6061
Jaser Commercial Cleaning LLC	7710 West Henry Avenue	TAMPA	FL	33615	(813) 624-9383
Reyde Ricardo Cruz	8219 Pinehurst Circle	TAMPA	FL	33615	(954) 258-7856
James & Jaila Cleaning Services LLC	4426 W. Pintor Place	TAMPA	FL	33616	(813) 965-7192
Shurley Spotless Commercial Cleaning, LLC	5923 Jenny Dr	TAMPA	FL	33617	(412) 606-2485



Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
YRB Cleaning LLC	10421 Oakbrook Drive	TAMPA	FL	33618	(813) 298-8456
Davila Cleaning Services, LLC	3450 Palencia Dr	TAMPA	FL	33618	(813) 406-2064
MAX BRILLIANT CLEANING LLC	8524 Blue Ridge Dr	TAMPA	FL	33619	(813) 716-9103
Simon Cleaning Solutions LLC	12361 Witheridge Dr	TAMPA	FL	33624	(813) 445-9503
E.N.C. Shine Plus LLC	15302 Winterwind Dr	TAMPA	FL	33624	(813) 843-8878
Ortiz Commercial Cleaning LLC	12708 Worchester Ave	TAMPA	FL	33624	(813) 775-8943
Chavi Cleaning Plus LLC	12503 Trail Blazer Loop	TAMPA	FL	33625	(813) 640-7148
Tru-Shine Cleaning Services LLC	10903 Airview Dr	TAMPA	FL	33625	(813) 481-2764
Ponce's Professional Cleaning LLC	6441 Eden Lane	TAMPA	FL	33634	(813) 551-9520
RRAA Professional Cleaning LLC	6414 Golden Drive	TAMPA	FL	33634	(863) 254-2455
ARCAO LLC	7503 Willow Ct.	Tampa	FL	33634	(813) 841-5532
Beatriz Hidalgo dba Betty Cleaning Services & Plus	8802 Briar Hollow Ct	TAMPA	FL	33634	(813) 481-3291
Holguin Tires Plus, LLC	7306 Nova Circle	TAMPA	FL	33634	(813) 506-0926
H & A Enterprise, LLC	1555 - 14th Avenue	VERO BEACH	FL	32960	(772) 501-2585
Fulmore All Covered LLC	2554 2nd St SW	VERO BEACH	FL	32962	(772) 646-3221
Carbajal's Cleaning Service	16517 NE 95th Ave	WALDO	FL	32694	(352) 415-5703
PJEAN CLEANER & REPAIR LLC	12097 Sunset Point Dr	WELLINGTON	FL	33414	(561) 358-6007
Iris's Sparkling Cleaning LLC	708 Palm Beach Lakes Blvd	WEST PALM BEACH	FL	33401	(561) 531-7044
Ever-Clear Services Inc	437 El Prado	WEST PALM BEACH	FL	33405	(561) 670-0061
BIG BUBBLES CLEANING LLC	825 Bradley Street	WEST PALM BEACH	FL	33405	(561) 332-9423
MOISES PROFESSIONAL CLEANING LLC	732 44th St Apt A	WEST PALM BEACH	FL	33407	(561) 215-5706
Tameka James	4000 Shelley Road South	WEST PALM BEACH	FL	33407	(561) 222-9007
Marte's Cleaning Services	2332 Redwood Rd	WEST PALM BEACH	FL	33409	(561) 370-4671
Enoll's Cleaning Service, LLC	608 Putter Place	WEST PALM BEACH	FL	33409	(561) 317-9064
GM Spot Cleaning Services LLC	4655 Portofino Way	WEST PALM BEACH	FL	33409	(561) 729-8953
Tutto's LLC	1522 Lake Crystal Drive	WEST PALM BEACH	FL	33411	(561) 293-0182
Esterbina Herrera Cleaning Services Inc.	561 Toccoa Rd	WEST PALM BEACH	FL	33413	(561) 294-1959
Master Cleaning 24/7, LLC	5921 Belvedere Rd	WEST PALM BEACH	FL	33413	(561) 909-5896
Leonor Martinez dba NH Cleaning Services	1659 Woodland Ave	WEST PALM BEACH	FL	33415	(786) 303-9214
Sandra Maura dba Gloss Enterprise	1599 60 terrace South	WEST PALM BEACH	FL	33415	(561) 818-3641
Girls Power Cleaning LLC	1523 Maypop Rd	WEST PALM BEACH	FL	33415	(561) 386-6602
Abreu Commercial Cleaning Services LLC	861 Arlington Dr.	WEST PALM BEACH	FL	33415	(561) 329-8919
Sunshine Master Cleaners, LLC	4978 Pimlico Court	WEST PALM BEACH	FL	33415	(561) 598-0357
Monroe-Sparkman Pro Services LLC	4898 Sand Stone Ln Apt 303	WEST PALM BEACH	FL	33417	(561) 506-6256
DOA Cleaning Service Corp.	4880 Alder Drive #B	WEST PALM BEACH	FL	33417	(561) 312-8005
Glad Cleaning Services Llc	201 Racquet Club Rd.	WESTON	FL	33326	(954) 381-9599
SUHR CLEANING LIMITED LIABILITY COMPANY	912 Tangelwood Circle	WESTON	FL	33327	(510) 367-3832
Nory Cleaning Services LLC	15644 Jungle Aly	WINTER GARDEN	FL	34787	(407) 810-2951
SOFI Cleaning Services LLC	830 Hayley Circle	WINTER GARDEN	FL	34787	(407) 272-4120
Pixie Shine Commercial Cleaning LLC	14804 Avenue Of The Groves	WINTER GARDEN	FL	34787	(407) 715-3245
RIDEES, LLC	8013 Atlantic Puffin Street	WINTER GARDEN	FL	34787	(321) 947-9677
A Plus Professional Cleaning Services	1294 Crow Way	WINTER PARK	FL	32707	(407) 813-3412
Ataterra LLC	7502 Savannah Grand Avenue 2104	WINTER PARK	FL	32792	(407) 722-9435
SQUARED AWAY COMMERCIAL CLEANING LLC	1834 Whitney Way	WINTER PARK	FL	32792	(407) 451-6874
Dominguez Cleaning Svcs LLC c/o Juana V. Dominguez	780 Night Owl Lane	WINTER SPRINGS	FL	32708	(407) 405-5789

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
KIMGLASKE INC	P.O. Box 196235	Winter Springs	FL	32719	(407) 545-0400
Alex Beugre	2240 Catalonia Ln, NW	ACWORTH	GA	30101	(770) 433-8799
BGH Cleaning Service LLC	110 Reunion PL	ACWORTH	GA	30102	(404) 519-7942
Pristine Endeavors, LLC	3000 Old Alabama Rd, Ste119	ALPHARETTA	GA	30022	(412) 297-6470
Taneka Lopes-Daniel	10675 Bridgemon Drive	ALPHARETTA	GA	30022	(678) 393-9157
DGA Pro Cleaning Svc LLC	1800 MILLSTREAM HOLLOW	ATLANTA	GA	30012	(678) 308-5930
First Choice Cleaning LLC	2564 Bonny Brook Drive SW	ATLANTA	GA	30311	(770) 655-1105
Pretty Darn Clean 2, LLC	29 Boulder Crest Lane	Atlanta	GA	30316	(678) 468-5291
Perfection Plus + Cleaning, LLC	2887 Baker Ridge Drive NW	ATLANTA	GA	30318	(404) 964-3718
Technique Cleaning Service, LLC	836 N. Evelyn Place NW	ATLANTA	GA	30318	(678) 368-6716
Totally Pristine Cleaning Service, LLC	1090 Hollywood Rd	ATLANTA	GA	30318	(470) 457-4413
Marjanel Group Inc.	2411 Paul Avenue NW	Atlanta	GA	30318	(404) 606-3509
Felicia Hines	624 Church Street N.W.	Atlanta	GA	30318	(470) 437-5765
Creative Works Group, LLC	925 Canterbury Rd NE	Atlanta	GA	30324	(770) 871-5787
QP. Cleaning, LLC	3825 Village Dr. SW	ATLANTA	GA	30331	(678) 963-8298
R. Owens & Assoc. Inc.	172 Winthrop St.	ATLANTA	GA	30331	(404) 944-9327
We Clean Clean, LLC	2417 St. Andrews Rdg	ATLANTA	GA	30337	(404) 969-9943
Kleen Streak, LLC	4200 Paces Station Close	ATLANTA	GA	30339	(770) 549-6154
Bankole Cleaning Services, LLC	113 Parkway Circle S	ATLANTA	GA	30340	(401) 572-1252
ProGroup Enterprises, LLC	5255 Peachtree Blvd.	Atlanta	GA	30341	(678) 576-2989
Arloes Health Based Commercial Cleaning Services, LLC	2200 Parklake Dr NE	ATLANTA	GA	30345	(475) 256-9064
Thompson Janitorial Services Inc.	PO Box 490521	ATLANTA	GA	30349	(404) 210-8001
T & D Purity Cleaning LLC	1059 Flamingo Dr	AUSTELL	GA	30168	(404) 358-7489
The Executive Touch Cleaning Service, LLC	2260 Rockwell Dr	BUFORD	GA	30519	(404) 921-4603
Barnett Cleaning Services, LLC	3511 Castbend Way	BUFORD	GA	30519	(678) 600-9004
My Big Sister, LLC	217 Forest Hill Circle Southwest APT 217	CALHOUN	GA	30701	(678) 614-2541
Clark Cleaners, LLC	3827 Parklane Dr	CLARKSTON	GA	30021	(404) 857-8916
East Coast Commercial Logistics, LLC	2847 Old Farm Rd.	COLLEGE PARK	GA	30349	(678) 656-1166
Larry Harris dba P & L Cleaning Concepts	1353 Bunker Ridge Lane	COLUMBUS	GA	31905	(443) 691-7360
K&J Cleaning Services LLC	1421 Dentson Court	CONYERS	GA	30012	(404) 974-6613
Totallyclean NLW, LLC	1452 Eastmont Drive	CONYERS	GA	30012	(484) 855-9853
Dappa Logistics, LLC	2637 Santa Fe Ct, SE	CONYERS	GA	30013	(770) 771-2809
Shanquella Bowene	3125 Avondale Drive SE	CONYERS	GA	30013	(678) 570-5803
Blind Nights, LLC	2562 Lennox Rd SE	CONYERS	GA	30094	(678) 449-7842
R & J Cleaning Alternative, LLC	6110 Avery Street SW	COVINGTON	GA	30014	(678) 760-2431
Fortune Commercial Cleaning Services, LLC	10 Alcovy Way	COVINGTON	GA	30014	(404) 749-0070
Samuel A. Bankole	280 Valleybrook Dr.	COVINGTON	GA	30016	(203) 556-8922
DH & R Enterprise, LLC	115 Trevers Lake Drive	COVINGTON	GA	30016	(917) 942-0820
Antidote Janitorial Services, LLC	4920 Haysboro Way	CUMMING	GA	30040	(716) 280-9318
Enviro Clean Services, LLC	3017 Holden Spring Ct	DACULA	GA	30019	(770) 912-9416
SGH Janitorial and Maintenance Services, LLC	2735 Daniel Park Run	DACULA	GA	30019	(770) 820-4412
Heptra Services, LLC	90 Woodland Place	DALLAS	GA	30132	(678) 368-9516
Charis Cleaning Services Company	109 Ivy Crest Drive	DALLAS	GA	30157	(470) 553-8522
J & P Janitorial Services, LLC	3954 pinhurst plc	DECATUR	GA	30034	(404) 879-8520
Royal Ones Cleaning Service, LLC	3459 Albatross Court	DECATUR	GA	30034	(404) 246-6299

Exhibit E

Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
United We Clean, LLC	4846 Haymarket Trail	DECATUR	GA	30035	(678) 429-8484
Special Touch Hands On Cleaning Services, LLC	4205 Soaring Drive	DOUGLASVILLE	GA	30135	(845) 821-1060
Alexycom Cleaning Service LLC	2586 Chippewa Court	DULUTH	GA	30096	(404) 492-4438
Willmark Cleaning, LLC	2789 Satellite Blvd	DULUTH	GA	30096	(404) 623-9322
First C & A Cleaning Services, LLC	4307 Lakefield Place	DULUTH	GA	30097	(915) 892-2105
Yolo Girls Enterprise, LLC	3819 Clearbrooke Way	DULUTH	GA	30097	(704) 771-4568
Caring Plus, LLC	3819 Clearbrooke Way	DULUTH	GA	30097	(646) 519-0749
Brownstone Cleaning Service LLC	5687 Star Flower Drive	ELLENWOOD	GA	30294	(404) 955-6089
Grandeur Commercial Cleaning, LLC	4946 Flakes Mill road	ELLENWOOD	GA	30294	(404) 430-1279
Timothy E. Bryant	5600 Dendy Trace	FAIRBURN	GA	30213	(609) 674-2557
Lioness, LLC	584 Mossy Cup Dr.	FAIRBURN	GA	30213	(404) 379-9491
I Willis Cleaning Systems, LLC	630 Heron Court	FAIRBURN	GA	30213	(770) 634-2908
Kaas Cleaning Service, LLC	320 W Lanier Ave. #200	FAYETTEVILLE	GA	30214	(770) 210-2526
PKA Commercial Cleaning, LLC	115 Walden Drive	Fayetteville	GA	30214	(678) 754-6824
TLJ Cleaning Service, LLC	4672 Bartlett Road	FOREST PARK	GA	30297	(678) 683-4956
Cerch Cleaning II, Inc.	9740 North Ivy Park Dr	FORTSON	GA	31808	(706) 844-4207
Carson Whatley	840 Sweden Forest Cove	HAMPTON	GA	30228	(404) 396-6421
BS Cleaning Services of SW FL Inc.	176 Courage Way	HINESVILLE	GA	31313	(239) 451-9976
Divine Advocacy Solutions LLC	15 Pasture Court	HIRAM	GA	30141	(770) 715-6912
Kennedy & Company Cleaning Services, LLC	135 Berkleigh Trail Drive	HIRAM	GA	30141	(770) 853-4821
J and K Janitorial Management Services, Inc.	636 North Ave Apt #13E	JONESBORO	GA	30236	(404) 488-8257
Morris Cleaning Services, LLC	1167 Faulkner Way	JONESBORO	GA	30238	(203) 606-8306
Deshai Services, LLC	9139 Raven Dr	JONESBORO	GA	30238	(678) 462-5759
Mitchell Cleaning Solutions, LLC	1161 Faulkner Way	JONESBORO	GA	30238	(253) 888-9553
C&O Fresh Cleaning Service, LLC	9415 Forest Knoll Dr	JONESBORO	GA	30238	(504) 813-2317
Gabe and Josh Cleaning Services, LLC	1750 shiloh road APT 106	KENNESAW	GA	30144	(404) 510-2436
Benede Intouch Venture, LLC	4194 Easterbrooke NW	KENNESAW	GA	30144	(404) 453-0513
K & DC's Cleaning Service LLC	612 Creekside Drive	KENNESAW	GA	30144	(678) 751-2698
Wellcare Cleaning Services LLC	4430 Osage Court NW	KENNESAW	GA	30152	(678) 365-7071
Kemet Cleaning Services LLC	2092 Fairway Trace Lane	LAWRENCEVILLE	GA	30043	(678) 622-2064
Jen's Cleaning LLC	5 Nature Trail	LAWRENCEVILLE	GA	30043	(470) 265-7350
Rogelio Gomez	1695 Chase Ridge Lane	LAWRENCEVILLE	GA	30043	(678) 559-4644
Verof Supplies Inc.	200 Clairidge Lane	Lawrenceville	GA	30045	(678) 907-4064
Reussi Group Cleaning, LLC	121 E Crogan Street	LAWRENCEVILLE	GA	30046	(717) 343-3710
Willie J. Rivers	4066 Graham Way SW	LILBURN	GA	30047	(404) 556-6860
Chris Johnson Cleaning, LLC	3056 W. County Line Rd	LITHIA SPRINGS	GA	30122	(480) 547-0457
S & K Flooring and Services, LLC	3962 Button Gate Ct	LITHONIA	GA	30038	(678) 665-6469
Akoyor Cleaning, LLC	5803 Spring Mill Circle	LITHONIA	GA	30038	(678) 748-0158
A.L.L. Building Service Corp.	5490 Downs Way	LITHONIA	GA	30058	(678) 876-7300
Clean Streak Janitorial Services, LLC	2416 Rambling Way	LITHONIA	GA	30058	(678) 517-2893
Oni-Koyi Enterprises, LLC	1455 Bentley Woods Lane	LITHONIA	GA	30058	(770) 780-5057
Diaz Cleaning, LLC	602 Grove Pointe Way	LOCUST GROVE	GA	30248	(470) 418-4334
Irving Cleaning Service, LLC	545 Longley Creek Dr.	LOGANVILLE	GA	30052	(678) 523-5411
Notch Cleaning & Restoration LLC	2260 Gum Creek Church Rd	LOGANVILLE	GA	30052	(678) 476-5709
Deals Cleaning Service LLC	217 Traditions Dr.	LOGANVILLE	GA	30052	(404) 824-7630

**Exhibit E**  
**Operating Franchisees as of December 31, 2023**

<b>Operating Franchisee</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
Y & D's Cleaning LTD Company	789 Rolling Downs Drive	LOGANVILLE	GA	30052	(678) 925-5997
Leo Investment Group, LLC	5804 Samoa Ct SE	MABLETON	GA	30126	(404) 449-1257
Jason W. Travis	2209 Rosemoore Walk	MARIETTA	GA	30062	(404) 759-8514
Handzon Cleaning Plus, LLC	2405 Chauncey Ln SW	MARIETTA	GA	30064	(470) 244-3315
Urban Style Office Cleaning, LLC	1110 Renfro Lane	MARIETTA	GA	30066	(206) 697-5279
DA RITE WAY, LLC	242 Long Drive	MCDONOUGH	GA	30253	(678) 365-7208
Lan and Huzlesquad, LLC	242 Long Drive	MCDONOUGH	GA	30253	(678) 365-7208
Colvin Care, LLC	660 Highpoint Way	MCDONOUGH	GA	30253	(770) 617-0482
First Quality Cleaning Co.	201 Coral Circle	MCDONOUGH	GA	30253	(917) 600-8303
Signature Cleaning Services, LLC	3358 Norfolk Chase Dr	NORCROSS	GA	30092	(404) 502-5544
Yem & Stell Ultimate Cleaning Company, LLC	P.O. Box 930485	NORCROSS	GA	30093	(404) 889-9674
Consistent Cleaning Services LLC	132 St Albans Way	PEACHTREE CITY	GA	30269	(770) 709-1302
Darios Maintenance Company, Inc.	2049 Double Creek Dr.	POWDER SPRINGS	GA	30127	(770) 380-1731
Allied Services Group, LLC	2730 Creekside Manor Drive	POWDER SPRINGS	GA	30127	(404) 989-0700
Just Clean Janitorial, LLC	3638 Silvery Way	POWDER SPRINGS	GA	30127	(404) 884-2958
Chon Enterprises, LLC	4283 Jones Ct.	POWDER SPRINGS	GA	30127	(404) 839-2797
JH Solutions, LLC	149 Sharol ct	REX	GA	30273	(404) 903-4017
Time Is Precious Cleaning, LLC	3552 Cindy Way	REX	GA	30273	(678) 357-0025
Hallies Trade and Tech, LLC	634 Roy Huie Rd, Apt 72A	RIVERDALE	GA	30274	(404) 790-5124
Ott's World of Cleaning LLC	7415 Royale Lane	RIVERDALE	GA	30296	(404) 399-9052
K&K @ Your Service, LLC	1440 Evans Dr	RIVERDALE	GA	30296	(404) 740-0495
Jabrina's Cleaning Service LLC	25 Misty Marsh Drive	SAVANNAH	GA	31419	(912) 220-5516
TKC The Key Cleaning, LLC	380 Darten Drive	SENOIA	GA	30276	(404) 396-2228
Sunset Cleaning, LLC	4103 Tangelwood Rd	SNELLVILLE	GA	30039	(678) 549-5412
Clean & Spiffy, Inc.	2330 Scenic Highway	SNELLVILLE	GA	30078	(470) 899-8587
C & B Walker, LLC	200 Briarwood Pl	STOCKBRIDGE	GA	30281	(678) 851-8587
Silvia Cleaning, LLC	281 Summerwood Lane	STOCKBRIDGE	GA	30281	(240) 381-4325
Jones & Jones Cleaning Service, LLC	120 Saint Margrit Circle	STOCKBRIDGE	GA	30281	(404) 216-3849
Ayers Cleaning Service, LLC	5175 Sheppard Ct	STONE MOUNTAIN	GA	30083	(678) 615-6747
Majestic Cleaning, LLC	5188 Martins Crossing Rd	STONE MOUNTAIN	GA	30088	(404) 857-4424
G3 Solutions Cleaning, LLC	150 Park Reserve Ct	SUWANEE	GA	30024	(404) 274-9339
Spotless Sanitation & Cleaning, LLC	3553 Porsche Court	SUWANEE	GA	30024	(702) 415-8626
C's Cleaning Services, LLC	138 Mill Wheel Drive	VILLA RICA	GA	30180	(678) 360-6108
George Davis	304 Forest Lake Ct.	WARNER ROBINS	GA	31093	(478) 256-7775
C&S Classy Cleaning Service, LLC	176 KnightsBridge Lane	WINDER	GA	30680	(706) 380-6198
Faith and Hope Cleaning LLC	98-1403 E. Kaahumanu St.	AIEA	HI	96701	(808) 436-7069
Sabado's Cleaning Service LLC	98-170 Keanae St.	AIEA	HI	96701	(808) 863-9612
S & J Cleaning LLC	99-830 Alii Poe Drive	AIEA	HI	96701	(808) 462-9881
VR Cleaning Services LLC	99-947 Lalawai Drive Unit B	AIEA	HI	96701	(808) 230-4073
J & E Classic Care Cleaning LLC	99-211 Ohekami Loop	AIEA	HI	96701	(808) 589-9228
Best Cleaning Services, LLC	91-349 Ho'olu Place	EWA BEACH	HI	96706	(808) 253-9568
Sureclean, LLC	91-888 Waiapo Place	EWA BEACH	HI	96706	(808) 861-9757
Goya Special Touch Cleaning LLC	91-1041 Hanakahi Street	EWA BEACH	HI	96706	(808) 393-7714
BELLA'S CLEANING SERVICE LLC	91-1371 Karayan Street	EWA BEACH	HI	96706	(808) 721-6307
JKR Elite Cleaning Services LLC	91-838 Kaulili St.	EWA BEACH	HI	96706	(808) 428-3221

Exhibit E  
Operating Franchisees as of December 31, 2023

Operating Franchisee	Street Address	City	State	Zip	Phone
Paul's Helping Hands LLC	91-1008 Olepekupe St.	EWA BEACH	HI	96706	(808) 797-9724
LJM Commercial Cleaning LLC	91-981 Ikulani St.	EWA BEACH	HI	96706	(808) 551-6760
RLM LLC	91-191 Makalea Street	EWA BEACH	HI	96706	(808) 476-8268
Arvi's Cleaning Service LLC	91-1812 Park Row	EWA BEACH	HI	96706	(808) 383-3871
Summer and Raine Cleaning Services LLC	91-1081 Kaui Street	EWA BEACH	HI	96706	(808) 628-8116
Gracia Cleaning Services LLC	91-940 Ikulani St	EWA BEACH	HI	96706	(808) 256-5918
Axelgreyson LLC	91-1040 D Hoomaka St #16	EWA BEACH	HI	96706	(808) 391-6242
Joels Cleaning LLC	91-556 Makalea Street	EWA BEACH	HI	96706	(808) 738-2493
TY-NI Cleaning Services LLC	91-1026 Keoneae Place	EWA BEACH	HI	96706	(808) 304-9087
FLM Cleaning LLC	91-1310 Renton Road	EWA BEACH	HI	96706	(808) 397-8239
Triple J Cleaning Services LLC	91-1026 Keoneae Place	EWA BEACH	HI	96706	(808) 271-4601
NJB Cleaning Services LLC	91-969 Oloani Street	EWA BEACH	HI	96706	(808) 381-2494
RJ's Clean Living LLC	91-1506 Miula Street	EWA BEACH	HI	96706	(808) 859-7818
Joeys Cleaning Services LLC	91-1061 Piipii St.	Ewa Beach	HI	96706	(808) 685-8112
Arnold Domingo	91-926 Kulana Court L-3	EWA BEACH	HI	96706	(808) 381-0755
Bellex Cleaning Company LLC	91-1036 Kuhina Street	Ewa Beach	HI	96706	(808) 375-0455
Ariel Cortez	91-050 Pahuahu Way	EWA BEACH	HI	96706	(808) 628-8133
Mickel's Commercial Cleaning LLC	1275 Matlock Ave. Apt. 4	HONOLULU	HI	96814	(808) 428-8116
NG Twins LLC	1242 Matlock Avenue #305	HONOLULU	HI	96814	(808) 725-0108
WSM Enterprises, LLC	917 15th Avenue	HONOLULU	HI	96816	(808) 375-9218
LC Jets Cleanups, LLC	1570 Pohaku Street Apt. D	HONOLULU	HI	96817	(808) 375-8734
C & I Cleaning Services LLC	775 McNeill Street Apt. 109	HONOLULU	HI	96817	(808) 206-1717
Gemini Cleaning Services LLC	1038 Long Lane	HONOLULU	HI	96817	(808) 721-3937
Jay-Ar Cleaning Services LLC	1418 B Kuipaakea Lane	HONOLULU	HI	96817	(808) 673-1629
JC Cleaning LLC	815 Lopez Lane Apt. C	HONOLULU	HI	96817	(808) 729-1219
Ambeesyosa's Cleaning Services LLC	1514 Dillingham Blvd Apt 301	HONOLULU	HI	96817	(808) 497-5309
Eleanor Cleaning LLC	660 North Kuakini Street	HONOLULU	HI	96817	(808) 393-7628
SNC SKWERNCOMPAS CLEANING LLC	1221 Kaauwai Place	HONOLULU	HI	96817	(808) 726-7381
A&C's Cleaning Services LLC	1238A Halona Place	HONOLULU	HI	96817	(808) 392-7094
KCKL Pro Cleaning LLC	1032 Hala Drive	HONOLULU	HI	96817	(808) 797-5122
Hemo Koa LLC	1318 Hone Lane	HONOLULU	HI	96817	(808) 398-7207
TWIN CLEAN, LLC	3444 Salt Lake Blvd. Apt. C	HONOLULU	HI	96818	(808) 783-3309
Hoaloa Cleaning LLC	1116 Puolo Dr.	HONOLULU	HI	96818	(808) 780-4101
Strong Care Cleaning LLC	3463 Ala Akulikuli Street	HONOLULU	HI	96818	(808) 799-7020
My Angel Commercial Cleaning LLC	3759 Likini St.	HONOLULU	HI	96818	(808) 358-7482
JHACAI CLEANING LLC	3835 Likini Street	HONOLULU	HI	96818	(808) 554-3920
PRINCESZAK LLC	1041 Aila Street	HONOLULU	HI	96818	(808) 954-0785
Beth Miguel dba Beth Miguel's Cleaning Services	2433 Nalanieha Street	HONOLULU	HI	96819	(808) 845-1359
ZFR Cleaning Services, LLC	2219 Jennie Street	HONOLULU	HI	96819	(808) 589-9085
ESR2 Cleaning Services, LLC	2521 Hoenui Street	HONOLULU	HI	96819	(808) 384-1983
Janzen Cleaning Services LLC	2828 Kalih Street Apt B	HONOLULU	HI	96819	(808) 721-8809
Destiny Cleaning Services LLC	2022 Pahuikui Street	HONOLULU	HI	96819	(808) 347-0368
Allimay Cleaning Service LLC	2704 Kamaiaiki St.	HONOLULU	HI	96819	(808) 469-9291
Jolly Cleaners LLC	1434 Meyers Street	HONOLULU	HI	96819	(808) 494-6080
VIP Commercial Cleaning LLC	2142 Kalih St.	HONOLULU	HI	96819	(808) 469-9876