

FRANCHISE DISCLOSURE DOCUMENT



SERVICEMASTER CLEAN/RESTORE SPE LLC
A Delaware Limited Liability Company
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You will operate a ServiceMaster Clean® business (a “**Clean Franchise**”). Clean Franchises provide to management or tenants of commercial or institutional buildings contracted janitorial services on a continuing basis and carpet, furniture, and other periodical non-janitorial cleaning and maintenance.

The total investment necessary to begin operation of a ServiceMaster Clean® franchise ranges from \$104,300 to \$179,750. This total investment includes \$37,250 that must be paid to us or our affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Sales office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 or at 800-756-5656.

The terms of your franchise agreement will govern your franchise relationship. Don't rely on the disclosure document alone to understand your franchise agreement. Read all of your franchise agreement carefully. Show your franchise agreement 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 of franchising, such as “*A Consumer's Guide to Buying a Franchise*,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1.877.FTC.HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information.

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

The issuance date of this disclosure document is June 19, 2025, as amended on July 7, 2025 and December 9, 2025.

“**Optional Services**” currently include the following services, which may be delivered by Franchisee, at its option, directly or through a Subcontractor: (a) facility maintenance consulting; (b) repairs to wall/other flat surfaces/items; and (c) other ancillary services provided in conjunction with the ongoing maintenance of facilities and grounds (*i.e.* HVAC, handyman services, plumbing, painting, landscaping, pest control, and/or electrical work).

We have the right to add to, delete, modify, or further define any of the Core Services and Optional Services from time to time in our sole discretion and will include such changes in the Manual.

CONVERSION FRANCHISES

If you currently operate a business offering the same or similar services as a Clean Franchise that we offer, you will be required to convert your existing business to a Clean Franchise (a “**Conversion Franchise**”) and to execute a Conversion Ramp-up Amendment in the form attached as Exhibit H to this Disclosure Document (the “**Conversion Amendment**”). The Conversion Franchise offer differs slightly from the start-up offering described in this Disclosure Document to the extent that certain considerations can be made to enable a smoother transition of the business’ operations to a Clean Franchise, which will be reflected in the Conversion Amendment. These considerations are described throughout this Disclosure Document.

OPTIONAL PROGRAMS AND NATIONAL ACCOUNTS

We may offer you the opportunity to participate in certain additional programs, including national accounts programs, other sales or lead-generation programs, or other programs that may be offered by us from time to time (“**Optional Programs**”). We (or our affiliates) may enter into agreements with customers that have locations in multiple markets who have access to consumers or commercial locations (“**National Accounts**”) and may offer leads/projects or recurring janitorial contracts from such National Accounts to Optional Program participants. We are not obligated to maintain or offer Optional Programs and there is no assurance that you will participate in Optional Programs or receive leads/projects or recurring janitorial contracts through Optional Programs.

In order to participate in any Optional Programs, you must be in good standing and meet the minimum program requirements, which are published in the confidential ServiceMaster Clean® Franchise Operations Manual (the “**Manual**”) and may change from time to time. The qualifications for each Optional Program may include, among others, years of experience, customer service records, insurance coverage, amount of liquidity, certifications, equipment, and size of business. We do not expect new franchisees to meet the minimum program requirements necessary to participate in the Optional Programs during their first six months of operation.

We may require participants in Optional Programs to sign and comply with program agreements, provider agreements, or other standards and requirements, which may be updated periodically and will be included in the Manual. Participation in the Optional Programs are voluntary, and Clean Franchises may be required to reapply annually to participate in such Optional Programs. We may modify the minimum requirements to participate in any Optional Programs, as well as the terms of the Optional Programs and any related agreements or standards, and you must comply with such modifications and enter into new agreements as a condition of continuing to participate in the applicable Optional Program.

Currently, we offer Clean Franchises that meet certain additional customer service standards that we specify the opportunity to participate in our Quality Cleaning Partner Program (the “**QCP Program**”), which is an Optional Program. QCP Program participants have the opportunity to be

eligible to potentially receive additional ~~leads~~projects or recurring janitorial contracts from National Accounts and other customers. QCP Program participants may be required to license and use additional software, charge negotiated prices, provide additional reports, maintain additional equipment, and comply with specific customer requirements. Currently, to participate in the QCP Program, franchisees must sign the form of agreement that is included in the Manual (which is typically updated annually).

If you provide any goods or services to National Accounts or other customers generated from Optional Programs, you must adhere to the terms and conditions set out in any agreements that we or our affiliates have negotiated with the customers and any other program requirements specified in related agreements, including any agreement between you, your affiliates, or owners and us, our affiliates, and our vendors, relating to the Clean Franchise, the SM License, or any other business or franchise (collectively the “**Related Agreements**”), the Manual, or otherwise in writing, all of which may be modified from time to time. Under our current Optional Program rules, as specified in the Manual, after being provided with a all relevant agreement terms, you have the option of declining a ~~sales lead, referral or work~~project or recurring janitorial contract from an account associated with an Optional Program, but any ~~lead, referral or work~~projects or recurring janitorial contracts you decline must be referred back to us. We have the right to require you to service ~~leads or jobs~~projects or recurring janitorial contracts related to Optional Programs in the future.

COMPETITORS

Your competitors are national and regional companies that operate similar businesses and their franchisees, and individuals, companies, and partnerships of varying sizes and scopes that offer janitorial and cleaning services, which, as further explained in Item 12, may include other franchisees or affiliates.

DISTRIBUTORS

In portions of North Carolina, South Carolina, and Virginia, we have area representatives, which we refer to as “**Distributors**,” which serve as instructors for and liaisons with franchisees in certain territories. They are independent contractors. They may also act as recruiters on our behalf in connection with the original placement of a Clean Franchise. Our current Distributors and their salespersons are listed in state-specific addenda in Exhibit F to this Disclosure Document. You will sign a Partial Assignment of Rights (“**PAR**”) with your Franchise Agreement if you are in a Distributor’s territory. A PAR is included in Exhibit A-2 to this Disclosure Document.

INDUSTRY-SPECIFIC REGULATIONS

We are not aware of any laws or regulations that are specifically applicable to the services offered in this Disclosure Document except as noted here. Franchisees should be mindful of environmental laws, such as NESHAP (National Emissions Standards for Hazardous Air Pollutants) and OSHA (Occupational Safety and Health Administration) regulations, as well as those laws and regulations surrounding work in buildings with lead paint. Some products used in our System contain ingredients regulated by the Environmental Protection Agency (EPA). We have registered our products that contain these ingredients with the EPA. Certain states may require licensing and certification requirements for applying disinfectants, sanitizers, and other microbials that are EPA registered. In addition, some local jurisdictions may have regulations or ordinances that apply to your Clean Franchise.

Chief Financial Officer & Treasurer: Sunil Doshi

Mr. Doshi has been the Chief Financial Officer & Treasurer for us, each of the other SM Franchisors, SM Manager, RW Parent, RW Purchaser, and a number of other related entities since August 2024. From March June 2020 to July 2024, he served in a variety of roles for Fossil Group, Inc. in Richardson, Texas, including Executive Vice President, Chief Financial Officer and Treasurer from March 2021 to June 2024 and Senior Vice President, Global Finance and Accounting and Chief Accounting Officer from June 2020 to March 2021. From February 2019 to May 2020, Mr. Doshi was the Chief Financial Officer for Mitra QSR KNE, LLC. Mr. Doshi serves in his present capacities in Dallas, Texas.

Chief Franchise Development Officer: Jeff Todd

Mr. Todd has served as Chief Franchise Development Officer for us and the other SM Franchisors since September 2025. He served as Chief Development Officer from March 2024 to September 2025 and Senior Vice President Business Development from June 2022 to March 2024 for Launch Franchising, LLC in Warwick, Rhode Island. From March 2020 to March 2022, he served as Vice President Development for Driven Brands, Inc. in Charlotte, North Carolina. Mr. Todd serves in his present capacities in Charlotte, North Carolina.

General Counsel and Chief Human Resources Officer: Josh Burnette

Mr. Burnette has been our General Counsel since July 2023. He has been the General Counsel for each of the other SM Franchisors, SM Manager, RW Parent, RW Purchaser and a number of other related entities since July 2023. Since June 2024, he has served as the Chief Human Resources Officer for us, each of the other SM Franchisors, SM Manager, RW Parent, RW Purchaser and a number of other related entities. From May 2018 to July 2023, he served as General Counsel for North America for DS Smith Plc in Atlanta, Georgia. Mr. Burnette serves in his present capacities in Atlanta, Georgia.

Vice President of Operations: Steve Zimmerman

Mr. Zimmerman has been our Vice President of Operations since January 2025. From August 2023 to January 2025, he served as our Director of Operations. From May 2021 to August 2023, he was the Senior Director of Maintenance for Diversified Conveyors International in Memphis, Tennessee. From May 2017 to May 2021, he served as our Director of Healthcare in Memphis, Tennessee. Mr. Zimmerman serves in his present capacities in Memphis, Tennessee.

Director of Field Operations: Spencer Stevens

Mr. Stevens has been our Director of Field Operations since January 2025. From July 2023 to December 2024, he was an Area Manager for us in Phoenix, Arizona. From November 2021 to June 2023, he was a Business Development Consultant for us in Phoenix, Arizona. From March 2019 to October 2021, he was the Regional Director for Flagship Family Services in Phoenix, Arizona. Mr. Stevens serves in his present capacities in Phoenix, Arizona.

Franchise Development Manager: Ender Cobo

Mr. Cobo has been a Franchise Development Manager for us since November 2022. From January 2021 to October 2022, he was Director of Franchise Development for Veronicas Franchise, LLC in Houston, Texas. From January 2020 to January 2021, he was Regional Vice President for United Franchise Group in Houston, Texas. From June 2017 to January 2020, he was Regional Sales Manager

Type of Fee (See Note 1)	Amount	Due Date	Remarks
Technology Fee	<p>The then-current fee.</p> <p>Currently, for the Management Software, the fee is \$360 per month if annual Gross Service Sales are \$750,000 or less; \$430 per month if annual Gross Service Sales are \$750,001 to \$2,000,000; \$545 per month if annual Gross Service Sales are \$2,000,001 to \$7,000,000; and \$750 per month if annual Gross Service Sales are over \$7,000,000.</p>	Monthly, currently by the 20 th	<p>Payable to us for various technology-related products and services that we or our affiliates may provide or arrange for third parties to provide to you, as specified in the Manual. We may change the required products and services and related fees from time to time, provided that fees charged by us or our affiliates will not exceed 150% of our and our affiliates' costs and expenses related to developing, providing, licensing, maintaining, and/or procuring such products and services.</p> <p>Currently, the Technology Fee offsets some of the costs of the management software that we have designated (the "Management Software"). We may change the related products and services and the fee and method for calculating the fee from time to time, provided that the fee for the Management Software will not exceed \$1,500 per month. The applicable monthly fee due during each year will be determined by your Gross Service Sales in the prior calendar year. If you have not operated for a full calendar year, the applicable monthly fee due will change as you cross each sales threshold during your first year of operation and will be determined in your second year of operation (until you have completed one full calendar year of operation) by your total Gross Service Sales in your first 12 months of operation.</p>
Digital Platform Fee	Currently, \$250 per month per office location.	Monthly, currently by the 20 th	These fees, which are payable to us, are for social media, digital media, and the maintenance, protection, and operation of our then-current marketing and business intelligence platform(s) and website(s). We may change the related products and services and the fee from time to time, provided that the fee will not exceed \$500 per month per office location.
National Accounts Fees	Per job fee and referral fee, which will vary depending on National Account Program.	Monthly as incurred	Payable if you participate in our optional National Accounts Program, and we manage on your behalf a National Account that you have identified. National Accounts invoicing is carried out centrally, and we remit customer payments to you less job fees and referral fees as per the then-current program. The fees that we retain as part of this referral program will not exceed 10% of the total customer payments.
Optional Program Participation Fees	Currently, not charged. Will vary based on Optional Program.	Monthly as incurred	<p>If you participate in any Optional Programs, you may incur additional fees and expenses related to the operation of such programs. The amount and type of fees may vary by program, will be included in any related program agreement, may change <u>be required to pay fees to participate in such program. The fees may be established or changed from time to time, and may</u></p>

Type of Fee (See Note 1)	Amount	Due Date	Remarks
			be determined by and/or provided that any such fees payable to us, or our affiliates, insurance carriers, or program participants, depending on the terms of such will not exceed \$10,000 per year, per Optional Program. The fees may be paid weekly, monthly, or annually. See Note 6.
<u>Optional Program Referral Fees</u>	<u>Currently, 5% of the total invoiced amount for such job.</u>	<u>Monthly as incurred</u>	<u>If you participate in any Optional Programs, you may be required to pay referral fees for each project or recurring janitorial contract referred to you through such program. The fees may be established or changed from time to time, provided that any such fees payable to us or our affiliates will not exceed 10% of the total invoiced amount for such job. See Note 6.</u>
<u>Optional Program Service Fees</u>	<u>Currently, not charged.</u>	<u>Monthly as incurred</u>	<u>If you participate in any Optional Programs, you may be required to pay service fees for certain specified services provided by us, our affiliates, or third parties related to jobs generated through such programs. The fees may be established or changed from time to time, provided that any such fees payable to us or our affiliates will not exceed 150% of our and our affiliates' costs and expenses related to providing products and/or services related to such job. See Note 6.</u>
Product or Equipment Evaluation Testing Fees	\$500 per cleaning product and \$1,000 per equipment product.	At time of submission of request	Payable if you request our approval of a non-approved product or equipment item that you want to use in your Clean Franchise. You also must pay for shipping and handling charges to ship the products to us and back to you. See Item 8 for a description of the approval process.
Renewal Fee	6% of the franchise fee charged to new franchisees at the time of renewal.	When Franchise Agreement is renewed	Payable for you to enter into a renewal term for each Franchise Agreement.
Lead Fee	\$10,000.	At closing of the transfer	Payable if we refer a qualified lead to an existing franchise owner and such lead purchases the franchise owner's interest within 18 months of our referral of such lead. See Note 6 7.
Transfer Fee	The sum of (a) \$12,000, except (i) \$3,500 if the transfer is to an owner's adult child who is at least 18 years of age or to a qualified manager of the franchise (as specified in the Manual), (ii) \$500 if the transfer is to a spouse of an existing owner, and	At closing of the transfer	Payable by you or the buyer when you transfer 50% or more ownership of the Franchise Agreement or the ServiceMaster Franchise to one or more owners. You must pay a non-refundable application fee equal to 25% of the Transfer Fee when you submit your request for us to review such a proposed transfer, which will be credited towards the Transfer Fee. Transferees must also pay the cost of AOS Training and must purchase their own laptop and software.

Type of Fee (See Note 1)	Amount	Due Date	Remarks
	our affiliates incur to obtain and maintain insurance.		insurance coverage on your behalf and charge you this fee.
Customer Complaint Management Fee	\$500, <u>plus</u> any costs and expenses that we and our affiliates incur to attempt to resolve such complaint.	As incurred	If we, in our sole discretion, intervene in a customer complaint or dispute to protect the brand or because you have not adequately or promptly resolved the complaint, we may manage or settle the dispute on your behalf and charge you this fee. We may increase the fixed portion of this fee, provided that it will not exceed \$750.
Performance After Default	Up to 120% of any costs and expenses that we and our affiliates incur to perform such obligation.	As incurred	If you fail to perform any obligation under the Franchise Agreement, we may, in our sole discretion, undertake or perform such obligation and charge you this fee.
Non-Compliance Fee	\$1,000, unless otherwise specified in the Manual	As incurred	Payable if you fail to comply with your Franchise Agreement or any standards within the Manual. The fee (i) shall be \$1,000 per single violation per day; (ii) may be modified from time to time, provided that it will not exceed \$2,000 per single violation per day; (iii) may be charged repeatedly (as frequently as daily) if the non-compliance is ongoing, and (iv) may vary based on the severity of the defaults, the number of the defaults, and whether the defaults have been repeated. See Note 78 for current fees.
Enforcement Expenses	Our and our affiliates' costs and expenses.	On invoice	You must pay us or our related parties any attorneys' fees and other related costs and expenses we and our related parties incur (a) to enforce the terms of the Franchise Agreement or any other agreement (whether or not we initiate a legal proceeding, unless we or our related parties fail to prevail in such a legal proceeding) or (b) in the defense of any claim you or your related parties brings against us or our related parties on which we or our related parties substantially prevail in such legal proceedings related to you, your Owners, or your related parties (other than those we incur in response to your efforts to enforce the Franchise Agreement or in the defense of any claim we assert against you on which you substantially prevail in court or other formal legal proceedings).
Tax Reimbursement Fees	Will vary under circumstances.	As incurred	These fees will be paid to us to reimburse us for certain sales, use, personal property and other taxes we or our affiliates incur related to the goods, services, and licenses that we provide to you.
Indemnification	Varies by nature of claims.	On demand	You must indemnify us and our affiliates in connection with your operation of the Clean Franchise, as well as our litigation costs in defending these claims.

ROYALTY TIER	RANGE OF GROSS SERVICE SALES FOR CONTRACTED RECURRING SERVICES ONLY IN EACH CALENDAR MONTH		AMOUNT OF ROYALTIES FOR CONTRACTED RECURRING SERVICES PAYABLE TO FRANCHISOR
	Minimum	Maximum	
2	\$11,141	\$27,053.99	\$779.87 plus 6% of Gross Service Sales in Royalty Tier 2
3	\$27,054	\$90,177.99	\$1,734.65 plus 5% of Gross Service Sales in Royalty Tier 3
4	\$90,178	No maximum	\$4,890.85 plus 4% of Gross Service Sales in Royalty Tier 4

The range of Gross Service Sales in the Royalties Scale will increase annually on April 1 of each year of this Agreement in accordance with the Consumer Price Index, or 3%, whichever is greater. The updated ranges in the Royalties Scale will be published in the Manual.

~~THE RANGES OF GROSS SERVICE SALES IN THE ROYALTIES SCALE IS IN NO WAY INTENDED TO IMPLY THAT FRANCHISEE WILL EXPERIENCE GROSS SERVICE SALES OF ANY PARTICULAR LEVEL.~~

- B. ROYALTIES FOR OTHER SERVICES. The Royalties for Other Services for each month shall be equal to the Gross Service Sales for only Other Services for such month multiplied by 10%.
- C. MINIMUM MONTHLY ROYALTY. The “**Minimum Monthly Royalty**” for a given month will be determined in accordance with the following chart:

MONTHS OF OPERATION OF THE FRANCHISED BUSINESS (INCLUDING ANY PREDECESSOR LICENSE THAT HAS BEEN RENEWED OR TRANSFERRED)	MINIMUM MONTHLY ROYALTY
0 to 4	\$0 per month
5 to 12	\$250 per month
13 to 24	\$455 per month
25 to 36	\$892 per month
37 to 48	\$1,671 per month
49 or above	\$2,982 per month

The months of operation of the Franchised Business will be calculated from the effective date of the first Franchise Agreement for the Franchised Business, rather than the date of renewal, the date of a transfer, or the effective date of a subsequent Franchise Agreement.

- D. ROYALTIES EXAMPLE. For example, if the Gross Service Sales for a month for a Franchised Business that has been in operation for 55 months are \$80,000 (including \$50,000 in Contracted Recurring Services and \$30,000 in Other Services), the Royalties due for such month would be \$5,881.95. This is calculated as follows:

- a. Determining Royalties for Contracted Recurring Services. The Royalties due for Contracted Recurring Services is calculated by the formula in Royalty Tier 3 of the

Royalties Scale, because the Gross Service Sales for Contracted Recurring Services (which is \$50,000 in this example) is within the Royalty Tier 3 range. Thus, the Royalties for Contracted Recurring Services will be equal to (x) \$1,734.65 + (y) the amount of Gross Service Sales for Contracted Recurring Services in Royalty Tier 3 (which is the difference between \$27,054 [the minimum amount for Tier 3] and \$50,000 [the total Gross Service Sales for Contracted Recurring Services at the end of the month], which is \$22,946) multiplied by 5%, which equals \$1,147.30. The Royalties due for Contracted Recurring Services will be \$1,734.65 + \$1,147.30, which equals \$2,881.95.

- b. Determining Royalties for Other Services. The Royalties due for Other Services is calculated by multiplying the Gross Service Sales for Other Services (which is \$30,000 in this example) by 10%, which equals \$3,000.
- c. Determining Total Royalties Due. Finally, the Royalties due for Contracted Recurring Services (\$2,881.95) and for Other Services (\$3,000) are added together to reach the total Royalties due for the month, which is \$5,881.95. Because this figure is greater than the Minimum Monthly Royalty for a Franchised Business that has been in operation for 55 months (which is \$2,982 per month), the Minimum Monthly Royalty does not apply and \$5,881.95 is the total amount of Royalties owed for such month.

4. Royalties for Conversion Franchises. For a Conversion Franchise, as described in the Conversion Amendment, the Royalties will not initially be owed on total Gross Service Sales. We will take into account the level of existing sales for the Conversion Franchise before joining the System and we will, in our sole discretion, phase in the Royalties on an increasing percentage of total Gross Service Sales. For your existing accounts, you will pay the same mutually agreed upon Royalties for so long as you keep the existing account at the same location.

5. Royalties for Franchisees That Fail to Timely Renew. If you do not timely renew your Clean Franchise and we permit you to continue to operate the business on a month-to-month basis, after 60 days, the Royalty Fee will increase by an amount equal to 2.5% of Gross Service Sales and such higher Royalty Fee shall apply in each month until (i) the renewal process is completed (including execution of the renewal Franchise Agreement and a general release and payment of the renewal fee) or (ii) the Franchise Agreement is terminated.

6. Optional Program Fees. If you elect to participate in any Optional Programs, you may be required by us, our affiliates, or third parties to pay participation fees, referral fees, and/or service fees to us, our affiliates, third parties, and/or other program participants. Such Optional Program fees are in addition to all other fees specified in the Franchise Agreement, the Related Agreements, or other agreements, and the fee caps described in the table above for each of the Optional Program fees shall not apply to, or impact, any other fees specified in the Franchise Agreement, the Related Agreements, or other agreements.

7. 6-Lead Fee. A qualified lead is defined as someone who has passed our screening process, our background check, credit check, and at a minimum a phone interview of the prospective franchisee. We are not responsible for locating leads and do not represent that we will do so. The Lead Fee also covers our advertising and marketing costs and administrative costs of such information sharing and gathering. The Lead Fee is not a Transfer Fee.

8. ~~7.~~ **Non-Compliance Fee.** The Non-Compliance Fees may be charged if we determine that you have violated any of our obligations under the Franchise Agreement, including any failure to comply with any standards set forth in the Manual, including the Standards, in addition to any other remedies we may be entitled to, we reserve the right to charge you one or more non-compliance fees (each, a “**Non-Compliance Fee**”) upon written notice to you. The Non-Compliance Fees (a) shall be \$1,000 per single violation per day, unless otherwise specified in the Manual or otherwise in writing, (b) may be modified from time to time upon written notice to you, provided that it will not exceed \$2,000 (c) may be charged repeatedly (as frequently as daily) if the non-compliance is ongoing, and (d) may vary based on the severity of the violations, the number of violations, and whether the violations have been repeated.

**ITEM 7:
ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount of Expenditure (Note 1)		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee (Note 2)	\$32,500	\$32,500	Lump sum	Upon signing Franchise Agreement	Us
Equipment and Supplies (Note 3)	\$10,000	\$40,000	As incurred	Before opening	Vendors
Vehicles (Note 4)	\$8,000	\$12,500	As incurred	Before opening	Vendors
Technology System (Note 5)	\$1,800	\$3,000	As incurred	Before opening	Vendors
Travel and Other Expenses During AOS Training (Note 6)	\$4,000	\$7,000	As incurred	Before opening	Vendors
Insurance (Note 7)	\$3,750	\$6,500	As arranged	Before opening	Insurance provider(s)
Local Advertising (Note 8)	\$500	\$1,500	As arranged	As incurred	Vendors
Online Marketing Fund Deposit (Note 9)	\$4,750	\$4,750	Lump sum	Upon signing Franchise Agreement	Us
Miscellaneous Opening and Real Estate Expenses (Note 10)	\$4,000	\$7,000	As incurred	As incurred	Vendors
Professional Fees (Note 11)	\$5,000	\$15,000	As incurred	As incurred	Lawyer and CPA
Additional Funds – first 3 months (Note 12)	\$30,000	\$50,000	As incurred	As incurred	Employees, Us, Suppliers, Utilities, and Government Agencies
Total (Note 13)	\$104,300	\$179,750			

Notes to Item 7:

1. **General Item 7 Notes.** Except as otherwise noted, each of the fees in the chart and notes below relate to all Clean Franchises. As we do not expect that new franchisees will qualify to participate in Optional Programs in their first six months of operation, the estimates do not include any additional investments that may be necessary to participate in such Optional Programs.
2. **Initial Franchise Fee.** The Initial Franchise Fee is refundable only if we, in our sole discretion, do not accept the Franchise Agreement. The Initial Franchise Fee may vary depending upon whether you are eligible for any of the discounts listed in Item 5 or if you are a Conversion Franchise. The Initial Franchise Fee includes the AOS Training for two people.
3. **Equipment and Supplies.** You must purchase an initial inventory of equipment and supplies. We will specify in the Manual a recommended list of items that you should purchase. Currently, you must purchase carpet cleaning, floor, and vacuum cleaning equipment and miscellaneous tools and cleaning supplies. We have made arrangements with a supplier to offer our franchisees various optional equipment packages. While you are required to purchase certain items from this supplier or other approved or designated vendors, you may purchase most other items from any source.
4. **Vehicles.** You may purchase or lease used or new vehicles for use in your Clean Franchise. All vehicles that you use must be mechanically sound, in good repair, clean and neat in appearance without any dents or rust, and in compliance with your state's safety requirements. All vehicles used in this Clean Franchise must display the applicable ServiceMaster® colors and decals according to our guidelines contained in the Manual. We do not mandate a specific vehicle or type of vehicle, but the vehicle you choose must accommodate the equipment necessary to operate your Clean Franchise.

You will be required to own at startup one truck. A single truck is estimated to cost approximately \$30,000 to \$70,000. If you finance the truck, we estimate that you will be required to pay approximately 10% down (\$3,000 to \$7,000 per truck) and will be able to finance the balance over a four to six-year period with monthly payments of between \$1,000 to \$1,500 per truck. Your monthly payments will vary depending on the cost of the trucks, the time period of the financing, your creditworthiness, the amount of down payment, and the interest rate. In addition, once you purchase the trucks, it will cost approximately \$4,000 to wrap and install the required signage on each truck, depending on your market. The estimate includes the down payment, the first months' payment, and vehicle identification work for a \$30,000 truck (which is the low estimate) and a \$70,000 truck (which is the high estimate).
5. **Technology System.** You must obtain a business-class high-speed Internet connection and a single static IP address. This estimate includes the cost of one month of such service. You must also purchase a laptop computer and must license and use QuickBooks Premier, Microsoft Office Home and Business, and/or any other software we may require.
6. **Travel and Other Expense During Training.** This estimate is the cost for one to two people to attend AOS Training. AOS Training will be held in Memphis Tennessee, or any other location designated by us. The cost of the training for two people, as well as some meals, are included in the Initial Franchise Fee, but you must pay an additional per person fee if you would like additional trainees to attend. You are responsible for the travel and living expenses, wages, and other expenses incurred by any of your representatives during the program, which is reflected in

the estimate. The low estimate is for one person, and the high estimate is for two people, to travel to AOS Training for 12 days. Your actual cost will depend on your trainees' point of origin, method of travel, class of accommodations, and dining choices. In certain periods of time, we may require you to attend our AOS Training remotely online via videoconference. In such periods, you will not incur travel expenses.

7. **Insurance.** You must obtain the types and amounts of insurance that we specify from time to time. The current minimum requirements are specified in Item 8. This figure is an estimate of the cost for a down payment for the annual premium payments necessary to maintain the insurance required by the Franchise Agreement. Your cost of coverage will vary based on your claims history, market, service offerings, and number and type of trucks.
8. **Local Advertising Commitment.** Your advertising costs will likely include such items as promotional materials and advertisements used to generate sales before opening. This estimate does not include Ad Fund Contributions, which will vary based on your Gross Service Sales.
9. **Online Marketing Fund Deposit.** This amount will be collected from you and paid by us to vendors to be used to attempt to generate leads in your Territory through online marketing. If you are an existing franchisee purchasing another territory or a transferee, you will not pay this fee. See Item 5.
10. **Miscellaneous Opening and Real Estate Expenses.** You will incur various miscellaneous costs to open your business. You must satisfy all requirements of applicable law for operating a Clean Franchise within the state and area for which you intend to operate. These costs include your business license, security deposits, utility deposits, and registration fees for your entity. You should review the legal requirements of operating in the area in which you anticipate you will be licensed and obtain an estimate of the costs you will incur before you enter into the Franchise Agreement. While we do not require you to rent office space outside of your home, we have included in the estimate the cost of security and utility deposits for a small office. Your rent will depend on the site's size, condition, accessibility, and location, local market conditions, and demand for the premises among prospective lessees. You should consult with a local commercial real estate broker to get a more accurate estimate of costs in your market.
11. **Professional Fees.** You may incur costs in seeking legal and accounting advice to assist you with the formation of your entity, your lease negotiation, your review of this Disclosure Document and related agreements, the development of your business plan, and your employee or independent contractor hiring practices. ~~We strongly recommend that you have your attorney and accountant review all of the franchise documents and advise you on the purchase, development, and operation of the franchise and the formation of your entity.~~
12. **Additional Funds – First 3 Months.** This estimates the additional funds you may need to cover additional expenses you will incur before your Clean Franchise opens and in its first three months of operation. These expenses may include, without limitation, employee salaries, wages, benefits, employee uniforms, payroll taxes, various licenses, telephone/Internet and utility bills, ongoing vehicle payments, taxes and licensing of vehicles, bank charges, taxes, additional advertising expenses, three months of Technology Fees, business licenses, credit card processing fees, miscellaneous supplies and equipment, and other miscellaneous items. In preparing this estimate, we have assumed you will have three employees in your start-up stage. Your costs will vary depending on how rapidly your business grows. We have based these figures on our experience franchising Clean Franchises and includes the categories of expenses incurred by a typical Clean Franchise.

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

As noted in Item 1, we have entered into a management agreement with SM Manager for the provision of support and services to Clean Franchises. SM Manager may provide the training, support, marketing, and other services described in this Item 11 to you on our behalf and will have the authority to exercise many of our rights and perform many of our obligations under the Franchise Agreement. Though we may delegate any of our rights or responsibilities to SM Manager, we remain ultimately responsible for all of the support and services required under the Franchise Agreement.

Except as listed below, we are not required to provide you with any assistance.

PRE-OPENING ASSISTANCE

Before you open your business, we will:

1. Designate your non-exclusive Territory. (Franchise Agreement – Section 1.1 and Exhibit A);

2. Approve your office locations. You must maintain as many office locations within the Territory as are necessary to ensure that all addresses in the Territory are located within a 60-minute drive from one of the offices of the Clean Franchise, as measured by the drive times during normal business hours that are estimated by Google Maps (or such other third-party source specified by us from time to time). We may modify this policy from time to time in the Manual. We will not participate in site selection, other than reviewing your proposed office locations to ensure compliance with our policies. In evaluating your proposed site, we consider proximity to other offices and customers and the drive times necessary to service the Territory. There is no deadline by which we and you must agree to a location, but you will not be able to begin operating your Clean Franchise until we have approved a location. We do not review your construction, remodeling or decorating plans and will not lease any premises to you. (Franchise Agreement – Section 1.1 and Exhibit A);

3. ~~Provide to you, at your expense, with access to approved vendors from which you can obtain~~ certain approved materials, supplies, equipment, products, forms, etc. once you are ready to commence business. We will provide written specifications for certain items, including designating approved vendors. (Franchise Agreement – Section 3.6);

4. Provide you with AOS Training preparation materials and train you at the AOS Training, which you must attend when scheduled (Franchise Agreement – Section 3.1). Training support will be provided to you in English;

5. Give you access to ServiceConnection to access the Manual which contains both mandatory and suggested specifications, standards, and procedures. Access to ServiceConnection is password-protected and must be limited to franchisees and their key employees only. We will modify ServiceConnection and the Manual, and you will be required to conduct the Clean Franchise in accordance with any modifications. The Manual Table of Contents is listed in Exhibit G to this Disclosure Document. The Manual contains a total of 148 pages. (Franchise Agreement – Section 3.4);

6. Arrange for a vendor to generate leads in your Territory through online marketing, if you are opening your first Clean Franchise. You must pay us the Online Marketing Fund Deposit for such services. (Franchise Agreement –Exhibit A); and

7. If we require you to use any proprietary software, such as the Management Software, we will provide you with the opportunity to obtain such software from us, our affiliate, or a designated vendor. (Franchise Agreement – Section 5.18).

8. Review and, if acceptable to us, approve your initial sales and marketing plan and budget. (Franchise Agreement – Section 10.1.1).

ASSISTANCE DURING OPERATION

During the operation of the Clean Franchise, we will:

1. Continue to provide advisory assistance in person, virtually, by telephone, or in writing in English in the operation of the Clean Franchise. (Franchise Agreement – Section 3.2);

2. Make available any training programs that we deem appropriate. We may charge a fee for such additional training. (Franchise Agreement – Section 3.1.2);

3. Give you access to our learning management system, ServiceMaster Brands University (known as “SMBU”), which contains various training modules for you and your employees. Access to SMBU is password-protected and must be limited to your employees only.

4. Through your Distributor or ServiceMaster Business Development Consultant, provide instructions regarding improvements and developments for your business, pricing, administrative, bookkeeping, accounting, inventory control procedures, and operating problems. We may provide recommended pricing policies, but you are free to set your own prices and discounts. (Franchise Agreement – Sections 3.2 , 3.3, and 26);

5. Review any Goods or suppliers that do not conform to our specifications or sourcing requirements. To the extent that we establish specifications, require approval of suppliers, or designate approved suppliers for particular Goods, we will publish our requirements in the Manual or otherwise in writing. (Franchise Agreement – Section 5.3);

6. If you participate in an Optional Program (Franchise Agreement – Section 5.16):

a. ~~distribute leads~~ projects or recurring janitorial contracts, in our sole discretion, to participating Clean Franchises; there is no guarantee that you will receive any leads under these programs; and

b. make payments to you, upon receipt of payment for services from participating ~~insurers~~ referral sources or program participants in accordance with program guidelines;

7. Provide you with access to the Management Software, which will assist you in operations of your Clean Franchise. We may provide recommended pricing policies, but you are free to set your own prices and discounts. (Franchise Agreement – Sections 5.18 and 26);

8. In our discretion, assist you in resolving disputes with customers or resolve the dispute directly at your expense (Franchise Agreement – Section 4.3.1).

franchisee's experience, the demographics of the franchisee's Territory, the density of the population, whether the area is a metro area and other reasonable factors.

If you sign an agreement for a second or subsequent franchise, you or a manager representative approved by us must attend and successfully complete an approved training class as specified by us within 12 months of signing the Franchise Agreement. If you or your manager representative, as applicable, is unable to attend the required training class specified by us within the 12-month period for a valid business reason approved by us, then we may, in our discretion, require you to attend different classes or training programs at your expense, in lieu of the required class. In addition, if you sign an agreement for a second or subsequent franchise, the individual who will be actively managing the new franchise must attend and successfully complete our Initial training program before the new franchise opens for business.

CONSULTATION

We will provide, in accordance with the terms we specify, continuing advisory assistance in person, virtually (by videoconference, webinar, recorded media, or other means that we designate), by telephone or in writing on the operation of the Clean Franchise at no additional charge.

ITEM 12: **TERRITORY**

FRANCHISE LOCATION

We will designate the Territory within which you will perform services and must locate your offices. We consider total population and relative affluence to determine your Territory; we do not offer a minimum territory. Currently, we determine territories using zip codes. You may not alter your Territory and must receive written permission from us before relocating your office within the Territory. In evaluating a proposed relocation, we consider proximity to other offices and customers and the drive times necessary to service the Territory.

We will require you to maintain as many office locations within the Territory as are necessary to ensure that all addresses in the Territory are located within a 60-minute drive from one of the offices of the Clean Franchise, as measured by the drive times during normal business hours that are estimated by Google Maps (or such other third-party source specified by us from time to time). We may modify this policy from time to time in the Manual.

PROTECTED RIGHTS

You will not receive an exclusive territory. You may face competition from other franchisees, from company-owned businesses, or from other channels of distribution or competitive brands that we control.

You may market and solicit outside your Territory (including, subject to our marketing approval rights, through the Internet, telemarketing, or other direct marketing) only when (i) marketing commercial or janitorial services to a property manager, group, or company whose office is located outside your Territory, but whose commercial facility is within your Territory or (ii) marketing commercial or janitorial services to a property manager, group, or company whose office is located outside your Territory, but whose commercial facility is within your Territory. You are allowed to service a customer outside your Territory when the customer initiates the request. Except as provided in this paragraph, you do not have the right to use any channels of distribution, such as the Internet,

benefits, scheduling of employee work hours and shifts, work rules, record-keeping, supervision, and discipline of employees.

Unless we specify otherwise in writing, you must require anyone who may have access to the Confidential Information to execute non-disclosure agreements in a form satisfactory to us, the current form of which is attached to the Franchise Agreement. If you are a corporation, partnership, or limited liability company, we will require any owners that own directly or indirectly 15% or more of the ownership interests in your entity to sign the “Personal Guaranty and Agreement to be Bound Personally by the Terms and Conditions of the Franchise Agreement” attached to the Franchise Agreement, including the confidentiality provisions.

ITEM 16:

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and provide the services we require. You may not offer or provide services that we have not approved. Currently, we require you to offer and provide the Core Services, and we permit you to offer and provide the Optional Services. We have the right to add to, delete, modify, or further define any of the Core Services and Optional Services from time to time in our sole discretion and will include such changes in the Manual.

We may develop or acquire other services that are improvements to the System or are compatible services with the System. At our sole discretion, we will determine if they will be incorporated into the System. If we incorporate new services into the System, we will provide you with a reasonable period of time to incorporate such services into your Clean Franchise.

You must only service the types of customers (i.e. commercial and/or residential customers) that are authorized under the Franchise Agreement. You must not actively solicit sales from customers outside of your defined territory. If you would like to service customers outside of your defined territory, you must submit the documentation required and may not provide such services if we reject such request.

Further, we have the right to put limitations on leads, projects and recurring janitorial contracts that we may develop for our franchisees. We assign these leads, projects and/or recurring janitorial contracts at our discretion. Procedures, policies, and standards regarding Optional Programs are provided in the Manual.

If permitted by law, we may require you to charge certain prices for goods or services, certain minimum prices for goods or services, or certain maximum prices for goods or services, as set forth in the Manual or otherwise in writing from time to time. If we set a suggested retail price for a good or service, we prohibit you from advertising any other prices for such goods or services. Where no price or maximum or minimum price has been specified or established by us, you may sell such goods or services at any reasonable price you choose. Advertised prices and specified maximum and minimum prices for goods or services may vary from region to region to the extent deemed necessary by us in order to reflect differences in costs and other factors applicable to such regions.

ITEM 17:

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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.

4.5.3 Late Fees and Interest. If any payment is overdue, Franchisee must pay to Franchisor, on demand, interest, compounded daily, on all overdue payments from the date the payment was due until paid equal to the lesser of (i) 2% per month or (ii) the maximum rate of interest permitted by law. If any payment or sales report is overdue, Franchisee must also pay to Franchisor a late fee in the amount of (a) for the first four weeks after the due date, \$200 for each week that such report or payment is late and (b) thereafter, \$500 for each week that such report or payment is late. Franchisee acknowledges that this Section is not Franchisor's agreement to accept any payments after they are due and that any late payments are a default under this Agreement. The right to collect interest and late fees shall be in addition to any other remedies Franchisor may have. In addition, Franchisee agrees to pay any expense incurred by Franchisor, including costs, bank fees, and attorneys' fees, related to the collection of any fees or payments due under this Agreement.

4.6 Application of Payments. When Franchisor receives a payment from Franchisee, Franchisor has the right in its sole discretion to apply it as Franchisor sees fit to any past due indebtedness of Franchisee due to Franchisor or its Affiliates, whether for Royalties, Ad Fund Contributions, other Operating Fees, purchases, interest, or for any other reason, regardless of how Franchisee may designate a particular payment to be applied. In addition, Franchisor may offset any amount otherwise due to Franchisee, against any amount owed to Franchisor. Franchisor may, in its sole discretion, retain any amounts received for Franchisee's account (and/or that of any Affiliate of Franchisee), whether (i) rebates from suppliers, ~~national account or program work payments, or (ii) revenue from Optional Programs (as defined in Section 5.16 (Optional Programs)), (iii) payments from customers, national accounts, or insurance carriers, or (iv)~~ otherwise, as (a) security for amounts owing to Franchisor in the next 90 days (upon Franchisor's reasonable believe of Franchisee's insolvency or financial mismanagement) or (b) payment against any amounts owed to Franchisor, including then-current Royalties and Ad Fund Contribution which accrue to Franchisor from such national account or program work payments. Franchisor can exercise any of the foregoing rights in connection with amounts owed to or from Franchisor and/or any of its Affiliates.

5. DUTIES OF FRANCHISEE

5.1 Training. At least one Designated Trainee must attend and successfully complete AOS Training to Franchisor's satisfaction (as determined by Franchisor in its sole discretion) (i) within the next three scheduled sessions of the AOS Training that take place after the Effective Date and (ii) prior to opening the Franchised Business. If the purchase of this License is in conjunction with the purchase of an additional SM License of a different type or another ServiceMaster Clean® or ServiceMaster Restore® franchise, the completion of all training required by Franchisor must occur within six months of the Designated Trainees first attending AOS Training. If Franchisee has two Designated Trainees, the Designated Trainees may split AOS Training, provided that one Designated Trainee successfully completes part of AOS Training and the other Designated Trainee successfully completes the remainder of AOS Training. Franchisee's representatives may not attend AOS Training until Franchisee confirms that such trainees are covered by its workers' compensation insurance. If the Designated Trainees do not successfully complete all required training for each SM License within the required time period, in addition to any other remedies Franchisor may exercise, Franchisee will pay Franchisor's then-current AOS Training fee when such Designated Trainees attend and complete AOS Training, which will not exceed \$8,110 per trainee per program. If any individual originally trained by Franchisor is replaced by another individual, Franchisee agrees to have the replacement owner or manager attend and successfully complete AOS Training, at Franchisee's cost and expense, within the next three scheduled sessions of the AOS Training that take place after such replacement. Franchisee, its managers, or other employees, as designated by Franchisor, shall attend and complete to Franchisor's satisfaction, such other training programs as Franchisor may require in the Manual or otherwise in writing. All expenses incurred for any training including training fees (if applicable) and the cost of travel, room, board and wages, shall be paid by Franchisee.

officers' and directors') name, photograph or biographical material in any publication, circular or advertisement related to the business of Franchisor or Franchisee in any place for an unlimited period without compensation.

5.13 Ongoing Training and Meetings.

5.13.1 Ongoing Training. Franchisee must stay current with any changes or developments relating to the System, including any changes specific to the License. To that end, each year during the Term, Franchisee (or if Franchisee is an entity, an officer and at least one Owner of the Franchised Business) must attend, solely at Franchisee's expense, at least three of the seminars, workshops, conventions, or meetings offered by Franchisor for its franchisees (including the annual convention, which counts as one of the three required attendance events) and must pay any registration fees specified by Franchisor for such events, which will not exceed \$2,000 per attendee per regional meeting or convention and \$4,000 per attendee per training program, seminar, or workshop.

5.13.2 Annual Convention. For each year Franchisor holds an annual convention, Franchisee is required to register and pay the then-current registration fee for at least one representative of Franchisee, who must be either (i) an Owner, (ii) a manager, or (iii) another person who has been approved by Franchisor. If Franchisee owns more than one System Business, then Franchisee must send at least one representative for one to two System Businesses, two representatives for three to four System Businesses, three representatives for five to six System Businesses, four representatives for seven to eight System Businesses, five representatives for nine to 10 System Businesses, six representatives for 11 to 12 System Businesses, and seven representatives for 13 or more System Businesses. Franchisee may send to any annual convention more than the minimum number of representatives detailed in the prior sentence, provided Franchisee pays the registration fees and other costs and expenses associated with such representatives attending convention. If Franchisee fails to have the minimum number of representatives attend the required annual convention, and there is no valid business reason, as determined by Franchisor, in its sole discretion, then Franchisee must pay Franchisor for each absent representative up to 150% of the then-current convention registration fee.

5.14 Compliance with Requirements. Franchisee shall comply with all other requirements set forth in this Agreement and in the Manual.

5.15 Licensing and Certifications. Franchisee must, at all times during the operation of the Franchised Business, acquire and maintain all federal, state and industry-specific licensing and certifications as required in Franchisee's local jurisdiction and as otherwise required by Franchisor. Franchisor may require Franchisee to obtain and maintain (at Franchisee's own expense) certain certifications, training, or licenses provided by Franchisor, its Affiliates, or third parties as a prerequisite for Franchisee to (i) provide certain products or services, (ii) provide products or services to customers in certain specialty industries or certain types of customers, and/or (iii) participate in certain sales or lead generation programs. Franchisor shall publish such requirements, which are subject to change from time to time, in the Manual.

5.16 Optional Programs.

5.16.1 Participation in Optional Programs. Franchisee may elect to participate in certain additional programs, including national accounts programs, other sales or lead generation programs, or other programs that may be offered by Franchisor from time to time ("**Optional Programs**"), as such programs are described and updated in the Manual and other written guidelines, policies, and agreements. Franchisor may, in its sole discretion, refer leads, projects, jobs, and/or recurring contracts (collectively, "Referrals") generated from national accounts, System Businesses, and other sales generation sources to participants in certain Optional Programs. In order to qualify for participation in such Optional Programs, Franchisee must be in Good Standing and meet any other

qualifications specified in the Manual or otherwise in writing, ~~which may change from time to time.~~ Franchisee may be required to enter into separate agreements specified by Franchisor, including agreements with Affiliates or various third parties, to participate in certain Optional Programs and ~~may be required to pay fees to~~ Franchisor, its Affiliates, or program participants in accordance with the terms of such agreements. may, in its sole discretion, modify the minimum requirements to participate in any Optional Programs, as well as the terms of the Optional Programs and any Related Agreements or standards, and Franchisee must comply with such modifications and enter into new agreements as a condition of continuing to participate in the applicable Optional Program.

5.16.2 Fees for Optional Programs. For each Optional Program, Franchisee may be required by Franchisor, its Affiliates, or third parties to pay fees to Franchisor, its Affiliates, third parties, and/or program participants related to (a) participating in Optional Programs, (b) receiving Referrals generated through Optional Programs, or (c) providing products or services for Referrals generated through Optional Programs (the “**Optional Program Fees**”). Such Optional Program Fees are in addition to all other fees specified in this Agreement, Related Agreements, or any other agreements, and the fee caps described below for the Optional Program Fees shall not apply to, or impact, any other fees specified in this Agreement, Related Agreements, or other agreements. The Optional Program Fees are specified in Exhibit A.

5.16.3 Providing Services to Optional Program Jobs. If Franchisee provides any goods or services to customers referred to them through an Optional Program, Franchisee must adhere to the terms and conditions set out in any agreements that Franchisor or its Affiliates have negotiated with the customers or Referral sources and any other program requirements specified in Related Agreements, the Manual, or otherwise in writing, all of which may be modified from time to time. Franchisor may require Franchisee to service Referrals referred to them through Optional Programs as a condition of participating in such programs.

5.16.4 Optional Program Acknowledgements. Franchisee acknowledges and agrees that (a) they may not receive and are not entitled to receive ~~leads and/or jobs from national account programs~~ Referrals from Optional Programs offered by Franchisor from time to time, and ~~that~~ (b) if they do receive such ~~leads or jobs~~ Referrals: (ai) those ~~leads or jobs~~ Referrals may not be distributed equally; (bii) the model for distributing those ~~leads~~ Referrals will be designated in Franchisor’s sole discretion and may be modified from time to time; ~~(c) national account~~ (iii) customers or Referral sources may limit the number of participating franchisees in a market and direct work to specific franchisees; ~~(d) lead and/or job~~ (iv) Referral volume varies greatly across the United States, and ~~that~~ with some geographic regions ~~have~~ having few or no leads/jobs; and (e) Franchisee, in certain circumstances, may be required to pay a referral fee of up to 10% of the total invoice amount for any jobs generated from such ~~national account programs~~ Referrals. Franchisee acknowledges and agrees that (ix) Franchisor is not obligated to maintain or offer Optional Programs, (ix) there is no assurance that Franchisee will be permitted to participate in Optional Programs, and (ix) there is no assurance that Franchisee will receive any benefits from any Optional Programs in which Franchisee participates.

5.17 Minimum Monthly Sales Requirement. Beginning in the 13th full month of operation of the Franchised Business, Franchisee’s right to continue operating in the Territory is contingent upon Franchisee earning the minimum amount of Gross Service Sales specified in Exhibit A in each month of the Term (the “**Minimum Monthly Sales Requirement**”). In any subsequent renewal agreements, the Minimum Monthly Sales Requirement for the Franchised Business may be increased. Franchisor may terminate this Agreement if Franchisee fails to meet the Minimum Monthly Sales Requirement three times in any nine-month period (except in the event that local economic conditions and/or extenuating circumstances materially affect sales potential which, in Franchisor’s sole discretion, affects Franchisee’s ability to meet such sales levels).

5.18 Required Hardware and Software.

5.18.1 System Components. Franchisee must, at its expense, acquire and use the computer systems, hardware, tablets, mobile devices, printers, software, apps, websites, network connections, and firewall services (collectively, “**System Components**”) Franchisor specifies for the operation of the Franchised Business, including software used to manage the Franchised Business, provide products and services in accordance with the Standards, and/or interact with Franchisor’s accounting, customer relationship, or other technology systems. In addition, Franchisor may develop or designate new or modified System Components in the future and may deauthorize the use of certain System Components, provided that Franchisor will provide at least 30 days’ notice of any changes to System Components. Franchisee acknowledges that different or additional System Components may be required for Franchisee to participate in certain Optional Programs or to receive jobs from certain customers or ~~referral~~Referral sources. Franchisor may require Franchisee to obtain, update, and use specified System Components from vendors designated by Franchisor. Franchisee may be required incur costs to purchase, lease, and/or license new or modified System Components and to obtain service and support for the System Components during the term of this Agreement. All System Components must be updated, maintained, and used in compliance with Franchisor’s specifications. Franchisor may require Franchisee to electronically upload or transmit information on a periodic basis (including daily) or may require Franchisee to provide Franchisor, or its designee, with independent, remote access to any System Components used in the Franchised Business.

5.18.2 Software. If Franchisor requires Franchisee to use any proprietary software or to purchase any software from a designated vendor, Franchisee must execute, and pay any fees associated with, any software license agreements that Franchisor or the licensor of the software require (“**Software Licenses**”). If Franchisor requires Franchisee to purchase any Software Licenses from Franchisor or its Affiliates, the fee will be incorporated into the Technology Fees. If this Agreement is being executed for the first time by a new franchisee for its first System Business (as either a new Franchised Business or as the acquirer of an existing Franchised Businesses), Franchisee must obtain any required software and enter into any Software Licenses prior to opening the Franchised Business. If Franchisee is an existing franchisee that is entering into this Agreement to renew its right to operate the Franchised Business or to obtain the right to operate an additional System Business, Franchisee must (i) obtain any required software and enter into any Software Licenses within six months of the date of execution of this Agreement or (ii) use in the Franchised Business a software system that is comparable to that specified by Franchisor and has been approved in advance by Franchisor in writing. Franchisor shall have a period of 60 days from the date of receipt of such request to approve or disapprove the comparable software proposed to be used by Franchisee. If Franchisor does not respond within the 60-day period, the use of the software shall be deemed disapproved by Franchisor. Franchisee’s breach of any Software Licenses related to the operation of the Franchised Business will be deemed to be a material breach of this Agreement. Franchisee shall use any proprietary software only in the operation of the Franchised Business.

5.19 Restriction on Use of Affiliates. Franchisee must not use Affiliates in connection with the operation of the Franchised Business (including the use of Affiliates to sell, lease, loan, or allow to use personal property or services, such as vehicles, to the Franchised Business) without Franchisor’s prior written consent, which Franchisor may withhold in its sole discretion. As a condition to obtaining Franchisor’s consent, Franchisor may require Franchisee’s Affiliates to guarantee Franchisee’s obligations to Franchisor, provide a business plan, and/or provide periodic reporting of financial and other information.

6. INTELLECTUAL PROPERTY

6.1 Marks

6.1.1 Right to Use the Marks. Franchisee’s limited license extends only to use of the

13.3.11 Franchisee makes an unauthorized grant of a security interest in Franchisee, the Franchised Business, or this Agreement (including any sale, grant or pledge of future receivables) without complying with all applicable provisions of this Agreement;

13.3.12 Franchisee or any Owner violates any of the covenants with respect to the Confidential Information in Section 8 (Confidential Information and Data Protection) and the non-compete covenants in Section 15 (Covenants);

13.3.13 Franchisee, its Owners, or its Affiliates default under any Related Agreement, provided that the default would permit the other party to terminate such agreement, regardless of whether such other party terminates such agreement; or

13.3.14 Franchisee fails to meet the Minimum Monthly Sales Requirement three or more times during any nine-month period (for the avoidance of doubt, each failure to meet the Minimum Monthly Sales Requirement in a given month shall be considered a separate material default).

13.4 Correction of Breach. For purposes of this Agreement, an alleged breach of this Agreement by Franchisee will be deemed to be “corrected” if both Franchisor and Franchisee agree in writing that the alleged breach has been corrected.

13.5 Other Remedies. Nothing in Section 13 (Termination of Franchise) precludes Franchisor from seeking other remedies or damages under Applicable Laws, this Agreement, or any Related Agreement. Upon the occurrence of any of the events that give rise to Franchisor’s right to terminate this Agreement under Section 13, Franchisor may, at its sole option and upon delivery of written notice to Franchisee, elect to take any or all of the following actions without terminating this Agreement:

13.5.1 temporarily or permanently reduce the size of the Territory;

13.5.2 temporarily remove information concerning the Franchised Business from Franchisor’s website and/or stop Franchisee’s or its Franchised Business’ participation in any other programs or benefits offered on or through Franchisor’s Website;

13.5.3 suspend Franchisee’s right to participate in one or more programs or benefits that the Ad Fund provides;

13.5.4 refuse to provide any operational support that this Agreement requires or that Franchisor has elected to provide or suspend any other services that Franchisor or its Affiliates provide to Franchisee under this Agreement or any Related Agreement;

13.5.5 require the temporary closure of the Franchised Business until any defaults are cured and any underlying causes for such defaults are adequately addressed to the satisfaction of Franchisor;

13.5.6 suspend or terminate any temporary or permanent fee reductions to which Franchisor might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);
and/or

13.5.7 suspend or terminate Franchisee’s participation in any Optional Programs;
and/or

13.5.8 ~~13.5.7~~ undertake or perform on Franchisee’s behalf any obligation or duty that Franchisee is required to, but fails to, perform under this Agreement. Franchisee must reimburse Franchisor upon demand for up to 120% of the actual costs and expenses that Franchisor and its

24.4 MUTUAL LIMITATION OF LIABILITY AND WAIVER OF PUNITIVE DAMAGES. EXCEPT FOR (A) CLAIMS RELATED TO THE FRANCHISEE RELATED PARTIES' OBLIGATION TO INDEMNIFY FRANCHISOR AND THE FRANCHISOR INDEMNITIES FOR THIRD-PARTY CLAIMS UNDER SECTION 17.3 (INDEMNIFICATION), (B) CLAIMS RELATED TO ANY OF THE FRANCHISEE RELATED PARTIES' INFRINGEMENT OF ANY OF THE FRANCHISOR RELATED PARTIES' INTELLECTUAL PROPERTY, AND (C) CLAIMS RELATED TO ANY FRANCHISEE RELATED PARTIES' BREACH OF ITS OBLIGATIONS UNDER SECTION 8 (CONFIDENTIAL INFORMATION AND DATA PROTECTION), NEITHER PARTY WILL BE ENTITLED TO RECOVER INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES FOR ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE PARTIES' BUSINESS RELATIONSHIP.

24.5 MUTUAL WAIVER OF CLASS OR COLLECTIVE ACTIONS. FRANCHISOR AND FRANCHISEE EACH WAIVE ANY RIGHT TO BRING ANY CLAIMS ON A CLASS-WIDE OR GROUP, REPRESENTATIVE, CONSOLIDATED, JOINT, OR COLLECTIVE BASIS. EACH PARTY MUST BRING ANY CLAIMS AGAINST THE OTHER PARTY ON AN INDIVIDUAL BASIS AND MAY NOT JOIN ANY CLAIM IT MAY HAVE WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR OTHERWISE PARTICIPATE IN A CLASS OR COLLECTIVE ACTION AGAINST THE OTHER PARTY.

24.6 ONE-YEAR LIMITATION ON CLAIMS. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR COVERED DISPUTES WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING IS COMMENCED IN THE PROPER FORUM WITHIN ONE YEAR FROM THE DATE ON WHICH THE VIOLATION, ACT, OMISSION, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM, except for claims (which may be brought by any Franchisor Related Party against any Franchisee Related Party at any time): (a) relating to third-party claims or suits brought against any Franchisor Related Party as a result of the operation of the Franchised Business; (b) relating to the enforcement of any intellectual property rights of any Franchisor Related Party; (c) relating to Franchisee's non-payment or underpayment of amounts owed to a Franchisor Related Party; (d) concerning the obligations of any Franchisee Related Party under Section 8 (Confidential Information and Data Protection) or Section 15 (Covenants) of this Agreement; (e) related to the non-compliance of any Franchisee Related Parties with any post-termination obligations under this Agreement; and (f) regarding an assignment of this Agreement or any ownership interest therein.

24.7 No Collateral Estoppel. No arbitration finding, conclusion, or award may be used to collaterally estop or otherwise preclude either party from raising any like or similar claim, issue, or defense against third parties, including other franchisees, in any subsequent arbitration, litigation, court hearing, or other proceeding.

24.8 Remedies Not Exclusive. Except as provided for in Section 24.5 (Mutual Waiver of Class or Collective Actions), no right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under Applicable Laws. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

24.9 No Recourse. Franchisee acknowledges and agrees that, except as provided under an express statutory liability for such conduct, ~~Franchisor,~~ (a) Franchisor's Affiliates and (b) Franchisor's ~~and its Affiliates, and their~~ respective former and current owners, stockholders, members, managers,

predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, benefits administrators, investors, affiliates, funds, vendors, and service providers— will not be liable for (i) any of Franchisor's obligations or liabilities relating to or arising from this Agreement, (ii) any claim against Franchisor based on, in respect of, or by reason of, the relationship between Franchisee and Franchisor, or (iii) any claim against Franchisor based on any of Franchisor's alleged unlawful act or omission. For the avoidance of doubt, this provision constitutes an express waiver of any claims based on a theory of vicarious liability to the fullest extent allowed under Applicable Laws, unless such vicarious claims are authorized by an express, written guarantee of performance or a statutory obligation.

24.10 Enforcement Expenses.

24.10.1 Payable by Franchisee. Franchisee agrees to reimburse Franchisor (or the relevant Franchisor Related Party) for all costs and expenses Franchisor and any Franchisor Related Party reasonably incurs (including accountants', attorneys', investigators', and expert witness fees, cost of investigation and proof of facts, court costs, arbitration fees, other litigation expenses, and travel and living expenses) (i) to enforce the terms of this Agreement, any Related Agreement, or any obligation owed to a Franchisor Related Party by a Franchisee Related Party against Franchisee and/or any Franchisee Related Party (whether or not Franchisor or the Franchisor Related Party initiates a legal proceeding, including arbitration, unless Franchisor or the Franchisor Related Party initiates and fails to substantially prevail in such court or formal legal proceeding, including arbitration); and (ii) in the defense of any claim Franchisee and/or any Franchisee Related Party asserts against Franchisor or any Franchisor Related Party on which Franchisor or the Franchisor Related Party substantially prevails in court or other formal legal proceedings, including arbitration.

24.10.2 Payable by Franchisor. Franchisor agrees to reimburse Franchisee for all expenses Franchisee reasonably incurs (including accountants', attorneys', investigators', and expert witness fees, cost of investigation and proof of facts, court costs, arbitration costs, other litigation expenses, and travel and living expenses): (i) to enforce the terms of this Agreement or any obligation owed to Franchisee by Franchisor (whether or not Franchisee initiates a legal proceeding, including arbitration, unless Franchisee initiates and fails to substantially prevail in such court or formal legal proceeding, including arbitration); and (ii) in the defense of any claim Franchisor asserts against Franchisee on which Franchisee substantially prevails in court or other formal legal proceedings, including arbitration.

25 GOVERNING LAW

Except to the extent governed by the United States Trademark Act (the Lanham Act) or the Federal Arbitration Act, this Agreement and all disputes directly or indirectly related to or arising from this Agreement or the parties' business relationship shall be governed, interpreted, and construed under the laws of the State of Georgia, which laws shall prevail in the event of any conflict of law, without regard to the application of any Georgia conflict-of-law rules.

26 PRICES

Subject to Applicable Laws, Franchisor may require Franchisee to charge certain prices for goods or services, certain minimum prices for goods or services, or certain maximum prices for goods or services, as set forth in the Manual or otherwise in writing from time to time. If Franchisor sets a suggested retail price for a good or service, Franchisor may prohibit Franchisee from advertising any other prices for such goods or services. Where no price or maximum or minimum price has been specified or established by Franchisor, Franchisee may sell such goods or services at any reasonable price it chooses. Advertised prices and specified maximum and minimum prices for goods or services may vary from region to region to the extent deemed necessary by Franchisor in order to reflect

than the Minimum Monthly Royalty for a Franchised Business that has been in operation for 55 months (which is \$2,982 per month), the Minimum Monthly Royalty does not apply and \$5,881.95 is the total amount of Royalties owed for such month.

8. MARKETING AND TECHNOLOGY FEES (Section 4.2): ~~The following is added to Section~~

A. The following is added to Section 4.2.2 (Technology Fees):

If the management software license fee is collected by Franchisor as part of the Technology Fee, such fee will not exceed \$1,500 per month. This fee cap supersedes the general cap on Technology Fees (of 150% of Franchisor's and its Affiliates' costs and expenses).

~~8.~~B. The following is added to Section 4.2 (Marketing and Technology Fees) as a new Section 4.2.3:

4.2.3 Digital Platform Fee. Franchisor may require Franchisee to pay a monthly fee for social media, digital media, and the maintenance, protection, and operation of marketing and business intelligence platform(s) and website(s) (the "**Digital Platform Fee**"). Franchisor will specify the Digital Platform Fee and related products and services in the Manual. Franchisor may increase Digital Platform Fee and change the related products and services from time to time, provided that the fee will not exceed \$500 per month per office location.

9. AD FUND CONTRIBUTION (Section 4.2.1): The monthly "**Ad Fund Contribution**" in each month is equal to the greater of \$25 or 0.5% of the monthly Gross Service Sales achieved in the previous month. The Ad Fund Contribution may be changed by Franchisor from time to time, provided that the Ad Fund Contribution and the Local Advertising Commitment will not collectively exceed 2.5% of monthly Gross Service Sales.

10. OWNERSHIP INTERESTS (Section 5.6 and 12.2.1): The following identifies all Owners and describes their ownership interests (whether direct or indirect) in Franchisee as of the Effective Date:

OWNER NAME	PERCENTAGE OWNERSHIP INTEREST

11. LICENSING AND CERTIFICATIONS (Section 5.15): If Franchisor or its Affiliates provide or procure certifications, the fee will not exceed 110% of Franchisor or its Affiliates' actual costs and expenses.

12. OPTIONAL PROGRAM FEES (Section 5.16.2): The Optional Program Fees include:

(a) Participation Fees. Franchisee may be required to pay fees to participate in Optional Programs ("**Participation Fees**"), provided that any Participation Fees payable to Franchisor or its Affiliates will not exceed \$10,000 per year, per Optional Program (which may be paid weekly, monthly, or annually).

(b) Referral Fees. Franchisee may be required to pay referral fees for each Referral referred to such Franchisee through an Optional Program ("**Referral Fees**"), provided that any Referral Fees

payable to Franchisor or its Affiliates will not exceed a percentage fee of up to 10% of the total invoiced amount for such job.

(c) Service Fees. Franchisee may be required to pay service fees for certain specified services provided by the Franchisor, its Affiliates, or third parties related to jobs generated through Optional Programs (“**Service Fees**”), provided that the Service Fees payable to Franchisor or its Affiliates will not exceed 150% of Franchisor’s and its Affiliates’ costs and expenses related to providing such products and/or services.

13. ~~11.~~ MINIMUM MONTHLY SALES REQUIREMENT (Section 5.17): The Minimum Monthly Sales Requirement is detailed in the below chart in each month of the Term (beginning in the 13th full month of operation of the Franchised Business).

MONTHS OF OPERATION OF THE FRANCHISED BUSINESS (INCLUDING ANY PREDECESSOR LICENSE THAT HAS BEEN RENEWED OR TRANSFERRED)	MINIMUM MONTHLY SALES REQUIREMENT
0 to 12	\$0 per month
13 to 24	\$6,500 per month
25 to 36	\$13,000 per month
37 to 48	\$26,000 per month
49 or above	\$52,000 per month

The months of operation of the Franchised Business will be calculated from the effective date of the first Franchise Agreement of the Franchised Business, rather than the date of renewal, the date of a transfer, or the effective date of a subsequent Franchise Agreement.

14. ~~12.~~ MARKS (Section 6.1.3): The Marks of Franchisor or its Affiliates licensed to Franchisee under the Agreement are:

MARK	REGISTRATION NUMBER
SERVICEMASTER	782,584
The Color Yellow as applied to a vehicle	2,085,318
SERVICEMASTER CLEAN (word mark)	2,254,065
SERVICEMASTER CLEAN (with logo)	2,503,865

15. ~~13.~~ LOCAL ADVERTISING COMMITMENT (Section 10.1): The monthly “**Local Advertising Commitment**” in each month is 2% of the monthly Gross Service Sales achieved in the previous month. The Local Advertising Commitment may be changed by Franchisor from time to time, provided that the Ad Fund Contribution and the Local Advertising Commitment will not collectively exceed 2.5% of monthly Gross Service Sales.

16. ~~14.~~ COMPETING BUSINESS (Section 28): “**Competing Business**” means a business which (a) offers or performs any of the various programs and services licensed by Franchisor within the System, including the Core Services and Optional Services, or (b) manages, franchises, or licenses any of the businesses described in (a).

17. ~~15.~~ ONLINE MARKETING FUND DEPOSIT. If Franchisee is a new franchisee, upon signing the Agreement, Franchisee must pay to Franchisor in a lump sum an online marketing fund deposit of \$4,750 (the “**Online Marketing Fund Deposit**”), which Franchisor will pay to a vendor to attempt to generate leads in the Territory through online marketing. Any portion of

Item 23: Receipt

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Clean, d/b/a ServiceMaster Restore, and d/b/a ServiceMaster Recovery Management offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, ServiceMaster or an affiliate in connection with the proposed franchise sales or sooner if required by applicable state law.

New York and Iowa require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days (14 days for Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Clean, d/b/a ServiceMaster Restore, and d/b/a ServiceMaster Recovery Management does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency list in Exhibit C.

The franchise seller(s) for this offering is (are):

() Ender Cobo () Amber James () Charles Kowanetz () _____
() _____ () _____ () _____ () _____
at ServiceMaster Clean/Restore SPE LLC, One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328; Phone 800-756-5656.

See Exhibit C for our agent for service of process in your state.

Issuance Date: June 19, 2025, as amended on July 7, 2025 and December 9, 2025

I have received a Franchise Disclosure Document with an issuance date of June 19, 2025, as amended on July 7, 2025 and December 9, 2025. This Disclosure Document includes the following Exhibits:

- | | |
|---|---|
| A. Franchise Agreement and Related Agreements | F. State Addenda to Disclosure Document and to Franchise Agreement (where applicable) |
| B. Financial Statements and Guaranty | G. Manual Table of Contents |
| C. State Agencies and Agents for Service of Process | H. Conversion Ramp-up Amendments |
| D. List of Franchisees | I. State Effective Dates and FDD Receipts |
| E. List of Former Franchisees | |

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

(Please retain this copy for your files)

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Jeff Todd

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Signature

Print Name

Date

Signature

Print Name

Date

(Please return this copy to ServiceMaster)