
FRANCHISE DISCLOSURE DOCUMENT
(Franchisor – Affiliate Franchise)



Image One Facility Solutions, Inc.
3601 Algonquin Road, Suite 100
Rolling Meadows, IL 60008
(630) 616-1010

Issuance Date: April ~~22, 2024~~, 2025



Franchisor:
Image One Facility Solutions, Inc.
3601 Algonquin Road, Suite 100
Rolling Meadows, IL 60008
(630) 616-1010
Website: www.ImageOneUSA.com
Also: www.imageonefranchise.com
Email: INFO@ImageOneUSA.com

The franchisee will operate a janitorial service business under the name and service mark "Image One Facility Solutions® or Image One®."

The total investment necessary to begin operation of an Affiliate Franchised Image One cleaning business is from ~~\$43,625,49,900~~ to ~~\$61,225,72,049~~, which includes ~~\$37,350,43,250~~ to ~~\$39,650,47,250~~ you must pay the Franchisor.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Mike Scalia at 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008, phone: (630) 594-2350.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission ("FTC"). You can contact the FTC at 1-888-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

The issuance date of this Disclosure Document is April ~~22, 2024~~, 2025

STATE COVER PAGES

How to Use This Franchise Disclosure Document

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

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

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement permits you to resolve disputes with the franchisor only by arbitration in DuPage County, Illinois. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate with the franchisor in DuPage County, Illinois than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

ADDENDUM FOR STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. 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 thirty (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 furnishing 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 five (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 six (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 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) 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.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, franchisee has the right to request an escrow arrangement.

Any questions regarding the notice of this Offering should be directed to:

CONSUMER PROTECTION DIVISION

Michigan Attorney General's Office
Attn: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
P.O. Box 30213
Lansing, MI 48909
(517) 373-7117

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EXHIBITS

- Exhibit A - List of State Administrators and Agents for Service of Process**
- Exhibit B - Image One Facility Solutions Affiliate Franchise Agreement with exhibits**
- Exhibit C - List of Franchisor's Current Affiliate Franchisees**
- Exhibit D - List of Franchisor's Former Affiliate Franchisees**
- Exhibit E - Financial Statements of Franchisor**
- Exhibit F - Table of Contents to Operations Manual**
- Exhibit G - Veterans and First Responders Incentive Addendum**
- Exhibit H - Addenda for Illinois, Indiana, Maryland, Michigan (front of FDD), Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin**
- Exhibit I - Franchisee Disclosure Questionnaire**
- Exhibit J - Renewal Addendum**
- Exhibit K - State Effective Dates**

Acknowledgment of Receipt - FDD

Acknowledgment of Receipt - FA

ITEM 1 – THE FRANCHISOR, PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document (“FDD – Affiliate”), “we,” “our,” “us,” the “Company” or “Image One” means Image One Facility Solutions, Inc., an Illinois corporation (the “Franchisor”). “You” means the person or entity who buys the Affiliate Franchise from Image One Facility Solutions, Inc. (you are the “Franchisee”). We require that you form a corporation or limited liability company to be the Franchisee entity. Certain provisions of the Franchise Agreement also apply to your owners because all owners must personally guarantee, and be bound by, the Franchisee’s obligations under the Franchise Agreement.

All capitalized terms not otherwise specifically defined in this Franchise Disclosure Document have the same meaning as defined in the Image One Affiliate Franchise Agreement attached as Exhibit B.

The Franchisor

The name of the Franchisor is Image One Facility Solutions, Inc. We do business under the names “Image One Facility Solutions, Inc.” d/b/a/ “Image One,” “Image One Facility Solutions,” and “Image One USA.” We do not do business under any other name. We maintain our principal business address at 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008. From November of 2010 to August of 2017 our principal address was 1555 Mittel Blvd., Suite G, Wood Dale, IL 60191. We are an Illinois corporation formed on November 3, 2010. Our agents for service of process are listed in Exhibit A to this disclosure document.

Our Parent Company

We do not have a parent company.

Our Predecessors

We do not have a predecessor.

Our Affiliates

We have no affiliates.

Our Business

We offer and sell Image One Franchises throughout the United States. We grant to our franchisees the right to use our service marks “Image One Facility Solutions” and Image One (“Marks”), and our proprietary know-how in connection with operating a janitorial service cleaning business (the “System”). Our primary business is offering and selling franchises.

Prior to the issuance date of this disclosure document, we offered 2 types of franchises: The “Affiliate Franchise” and the “Unit Franchise.” This disclosure document is for the offer of the Affiliate Franchise. As of March 1, 2019, we discontinued offer the Unit Franchise. Between 2011 and March 2019, we offered the Unit Franchise program in the Chicago metropolitan area only. For Unit Franchisees, we provided marketing services by which we solicited and secured cleaning accounts (“Clients”) for the franchisees for a fee. We started offering IMAGE ONE Affiliate Franchises in 2014 in markets both inside and outside the Chicago metropolitan area. The difference between the Affiliate Franchise and the Unit Franchise is that we are not contractually obligated to secure Clients for the Affiliate Franchisees. We train Affiliate Franchisees in our marketing techniques, and they solicit and secure Clients on their own. We were contractually obligated to secure Clients for the Unit Franchisees; in addition, they have the right to solicit and secure Clients on their own. As of December 31, ~~2024~~2023, we had ~~2220~~ Unit Franchisees in operation, all in the Chicago metropolitan area.

Description of Our Franchise

The business you will operate will provide janitorial services to commercial businesses and government facilities under the "Image One Facility Solution" names and marks. Additionally, if you elect, you may provide additional “Authorized Services” to commercial businesses and government facilities under the "Image One Facility Solution" names and marks. “Authorized Services may include Janitorial, Electrostatic Disinfection Services, Carpet Cleaning, Window Washing, Pressure Washing, Hard Surface Floor Care, Landscaping, Parking Lot Sweeping, Pest Control, Painting, Handyman Services, Construction Cleanup, Snow Removal, Light Bulb Replacement, Document Shredding, HVAC, Plumbing, Electrical, Recycling Services, Hood Cleaning, and Restroom Sanitizing. Any services not listed here that are requested or offered to your clients must be approved in writing from Image One.

We train Affiliate Franchisees in our marketing techniques, and they solicit and secure Clients on their own. The Clients secured by Affiliate Franchisees enter into customer contracts with the Affiliate Franchisees.

Development Agent

We may use a Development Agent to assist us in recruiting, developing, and assisting franchisees in your geographic area. If we have a Development Agent in your area, that person will be identified in Item 2 of this Franchise Disclosure Document.

Our Experience

~~Some of our principals were principals~~ Tim Conn was a principal of a subfranchisor which was in the business of offering and selling franchises since 2001. We are not in any other line of business, except for the ownership, operation and sale of the type of franchise offered under this Franchise Disclosure Document. We have never conducted business of the type to be operated by the franchisee.

Industry Specific Regulations

There are no statutes or regulations specific to the operation of an Image One Facility Solutions Affiliate Franchise. You must comply with all local, state and federal laws in the operation of your Image One Franchise. There may be other laws applicable to your business and we urge you to make additional inquiries about these laws.

Market and Competition

The market for your services consists of businesses that need janitorial services to clean their facilities. The market is very well developed and highly competitive.

Competitors include other franchised janitorial service businesses, national chains, regional chains and independently owned commercial cleaning service providers. This business is not seasonal and is specific to commercial janitorial services only.

ITEM 2 – BUSINESS EXPERIENCE

President – Timothy D. Conn

Mr. Conn has been President of Image One Facility Solutions, Inc. in Rolling Meadows, Illinois, since June 2015. From the inception of Image One Facility Solutions, Inc. in November 2010 until June of 2015, he was Vice President and Secretary.

Director of Business Development – Thomas McKenna

Mr. McKenna has been Director of Business Development of Image One Facility Solutions, Inc. in Rolling Meadows, Illinois, since February 2019. From February 2016 to January 2019 he was a Business Development Manager for Advanta Clean, a franchisor in the restoration industry in Huntsville, North Carolina.

Director of Franchise Administration & Compliance – Diana McVicker

Ms. McVicker has been Director of Franchise Administration & Compliance of Image One Facility Solutions, Inc. in Rolling Meadows, Illinois, since July 2019. From September 2016, until July of 2019, she held a variety of positions with Image One Facility Solutions, Inc., including Accounting Manager & Office Manager.

Director of National Marketing – Jerry Jackson

Mr. Jackson has been Director of National Marketing of Image One Facility Solutions, Inc. in Rolling Meadows, Illinois, since February 2014. From the inception of Image One Facility Solutions, Inc. in November 2010 until May of 2014, he was a Regional Director of Marketing for Image One Facility Solutions, Inc.

Business Development Manager – Joyce Cannon

Ms. Cannon has been a Business Development Manager at Image One Facility Solutions, Inc. in Rolling Meadows, Illinois, since January 2015. From the inception of Image One Facility Solutions, Inc. in July 2011 until January of 2015, she was a Regional Director of Sales (Account Executive) for Image One Facility Solutions, Inc.

Business Development Manager – Maggie Mitkova

Ms. Mitkova has been a Business Development Manager at Image One Facility Solutions, Inc. in Rolling Meadows, Illinois, since May 2017.

Franchise Accounting Manager – Kathryn Johnson

Ms. Johnson has been a Franchise Accounting Manager at Image One Facility Solutions, Inc. in Rolling Meadows, Illinois, since November 2014.

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ITEM 3 – LITIGATION

Pending

None

Concluded

Image One Facility Solutions, Inc v. Robert B. Caramusa, Catherine Caramusa, Michael Caramusa, & Emcee Building Services, LLC (Case No 22 CH 141) Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois. In July 2022, plaintiff, the franchisor, filed this case against defendants, a former franchisee, for breach of contract and tortiously interfering with Image One's business. Defendants filed as an Answer denying that it breached the contract and tortiously interfered with Image One's business. Defendants further raised as an affirmative defense that the plaintiff did not comply with the disclosure obligations required by the Illinois Franchise Disclosure Act. The case was settled by agreement of all parties in March 2023 and was dismissed by the court on March 20, 2023.

Other than this 1 case, no other litigation is required to be disclosed in this Item.

ITEM 4 – BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

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ITEM 5 – INITIAL FEES

Initial Franchise Fee

The Initial Franchise Fee for an Affiliate Franchise for a single Territory is \$~~2939~~,750. The Franchise Fee is payable in full in cash when you sign the Franchise Agreement. The Initial Franchise Fee is fully earned and non-refundable upon payment to us.

If you elect to purchase Additional Territories, the Franchise Fee for each Additional Territory is the same as the then-current franchise fee at the time you purchase Additional Territories.

Cleaning Supplies and Equipment

You have the option of purchasing cleaning supplies and equipment from us, at a cost of \$~~4,500~~2,000 to \$6,000. This fee is non-refundable upon payment to us.

Insurance

You ~~have the option of purchasing~~must purchase insurance from a third-party ~~or from us, at a. We estimate the~~ cost of insurance at \$3,100-\$3,900 ~~(if purchased from us). The~~500-\$4,500. Any fees you pay to us for managing your insurance will be refundable on a pro-rata basis, only upon us receiving a refund from the insurance carrier.

Veterans, Active Military, and First Responders Incentive Programs

We are a member of the International Franchise Association (“IFA”) and participate in the IFA’s VetFran Program. We offer an Incentive Program described below to veterans of the U.S. Armed Forces who meet the requirements of the VetFran Program.

We offer the same Incentive Program to active duty members of the military.

We also offer the same Incentive Program to First Responders. A First Responder is a person with specialized training who is among the first to arrive and provide assistance at the scene of an emergency, such as an accident, natural disaster, or other catastrophic events. First Responders include paramedics, emergency medical technicians, police officers, sheriffs, and firefighters.

A person is eligible for only one Incentive Program, even though he or she may be eligible as a military veteran, an active duty member of military, and/or a First Responder.

Only one option may be selected from the following Incentive Programs:

- i. cash discount of \$~~6,250~~7,950 from the Initial \$~~2939~~,750 Franchise Fee on condition that payment of \$~~23,500~~31,800 is made as a lump sum when you sign the Franchise Agreement.

- ii. Working with you in marketing and selling to assist you to attain \$5,000 in monthly recurring revenue. We do not guarantee to work with you indefinitely, but we will commit to work with you for a reasonable period of time until you have reached \$5,000 in monthly revenue. The cash Initial Franchise Fee is \$~~29~~39,750 under this program.
- iii. Assisting you with the financing terms by waiving the finance charge. You must pay a down payment of \$~~14~~24,750, with the balance of \$15,000 being paid over 30 months at \$500 a month. See Item 10 for more details of this financing.

Variances in Fees in Past Year

During the last fiscal year, we did not vary the initial franchise fee for any franchisees. We at our discretion may waive part of all of the franchise fee for veterans, if we deem their circumstances warrant the waiver. We typically waive the full franchise fee for one first responder or veteran as an incentive to a qualifying applicant. If there is no applicant that meets the qualifications of operating a franchise, no waiver will be awarded.

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ITEM 6 – OTHER FEES

The following is a detailed description of other recurring or isolated fees or payments that you must pay to us or which we impose or collect for a third party.

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	10% of monthly Gross Revenues (defined below in Note 1)	Within 20 days of the end of the previous calendar month.	
Admin. - Fee	3.0% of monthly Gross Revenues	Within 20 days of the end of the previous calendar month.	Paid out of Gross Revenues generated from the operation of the Franchise.
Advertising Contributions to Marketing Fund	2% of monthly Gross Revenues	Within 20 days of the end of the previous calendar month.	You must pay a continuing monthly Advertising Contribution of 2% of monthly gross revenues. “Gross Revenues” are defined above under Royalty Fee.
Insurance coverage	For liability insurance and workers compensation, we bill you the actual insurance cost plus an administrative fee equal to 2% of the Gross Revenues, including supplies, equipment and Day Porters plus \$2.00 times the number of invoices per client.	Within 20 days	Insurance is required to operate your business. We recommend that you secure liability, and workers compensation insurance on your own. If you fail to maintain the insurance required by the Franchise Agreement, we may obtain the required insurance and charge you the cost of the insurance, and a reasonable fee for our efforts.
Payment Assurance Program Option (PAPO)	5% of Total Monthly Gross Billing	Within 20 days of the end of the previous calendar month.	This is an optional program in which you may elect to participate. If you participate, you pay us 5% of your total monthly gross billing, and we guarantee payment to you of billing of all clients you service, whether or not they pay. We have the right to terminate your PAPO program at any time, in our sole discretion.

Type of Fee	Amount	Due Date	Remarks
Additional Business Fees (AB-Fees)	1.5 times the gross monthly billings of the Additional Business	Payable in full at the time of the assumption of the Account	This fee applies only if you elect to purchase Additional Business from us. See Note 2 below. A commission fee is payable for each assignment and assumption of all Additional Business we obtain for you. Supplies and Day Porters are not included.
Lead Generation Fees	\$150 per lead	When billed	Only payable if you request us to provide you leads for potential clients
Software User License Fee	\$25 to \$100 per month per licensed user	Payable by invoice, within thirty (30) days of receipt of same by you	If your Gross Revenues are less than \$5,000 per month, you pay \$25 per month for the software license. If your Gross Revenues are greater than \$5,000 per month, or if you service national accounts, you pay \$100 per month per user for the software license.
Liquidated Damages for Premature Termination	Equal to the total of all Royalty Fees and Advertising Contributions for the 36 calendar months of operation of the Image One Affiliate Franchise before your default	Lump sum payment after default	If termination is the result of your default, you will pay to us a lump sum payment (as liquidated damages for causing the premature termination of this Agreement and not as a penalty) equal to the total of all Royalty Fees and Advertising Contributions for: (i) the 36 calendar months of operation of the Image One Affiliate Franchise before your default; (ii) the period of time the Image One Affiliate Franchise has been in operation before the notice, if less than 36 calendar months, projected on a 36-calendar month basis; or (iii) any shorter period as equals the unexpired Term at the time of termination.
Retraining Fees	The then-current fee as set by us. Currently we charge \$500 per session per person for Retraining plus all travel meals and lodging costs if training is held at your location.	Within 20 days.	If you receive unsatisfactory inspection reports from us and fail to promptly remedy the deficiencies, or if you fail to attend our annual convention, we may require you and designated employees to attend refresher training as soon as reasonably possible. You are solely responsible for the retraining fee as well as all travel, meals and lodging costs of your attendees. If you fail the Image One Training Program, you must attend retraining classes in the areas the training

Type of Fee	Amount	Due Date	Remarks
			officer feels are necessary for you to successfully complete the Image One Training Program. If you lose a Client due to non-performance or Client dissatisfaction and we deem it in your best interest for you to attend retraining classes, retraining in the areas of deficiency will be required.
Deficiencies	Actual cost to us	Immediately upon receipt of invoice.	If you do not satisfy your obligations under the Franchise Agreement, we may perform your obligations for you. You must reimburse us for our costs in performing your obligations.
Transfer Fee	The greater of \$5,000 or 10% of the sales price	At the time of transfer.	Upon a transfer, you or your buyer must pay a Transfer Fee. If the transferee is your spouse or child, no Transfer Fee will be charged, but a reasonable administrative fee (currently \$250) will be charged.
Liquidated Damages for Sale of Prohibited Products or Services	\$100 per day that unauthorized products or services are offered	Immediately upon receipt of invoice.	You agree that the offer to sell or the sale of unauthorized or prohibited products and services will result in damages to us, those damages you agree to be measured as being \$100 for each day of the prohibited offer or sale.
Audit	Cost of examination or audit, including charges of independent accountants and travel expenses, room and board, compensation of our employees.	30 days after billing	If audit is necessary due to your failure to furnish reports or if audit shows an under-reporting of 2% or more of Gross Revenues.
Indemnity	Actual cost to us	Immediately upon receipt of invoice.	You indemnify and hold us harmless from all damages (including reasonable attorneys' fees and costs, even if incident to appellate, post-judgment or bankruptcy proceedings), from claims brought by third parties involving your ownership or operation of your Image One Franchise. This indemnity obligation continues in full effect after the expiration or termination of your Franchise Agreement.
Enforcement Costs	Actual cost to us	Immediately upon receipt of invoice.	If any legal action or other proceeding is begun for the enforcement of your

Type of Fee	Amount	Due Date	Remarks
			Franchise Agreement, or because of an alleged dispute, breach, default or misrepresentation under any provision of your Franchise Agreement, the prevailing party is entitled to recover reasonable pre-institution and post-institution attorneys' fees, court costs and all expenses even if not taxable as court costs. If we engage legal counsel because of your failure to pay when due any monies owed under your Franchise Agreement or submit when due any reports, information or supporting records, or for any failure otherwise to comply with your Franchise Agreement, you must reimburse us for all of the Enforcement Costs we incur.
Penalty for Operational Defaults	\$50 for each default	Immediately upon receipt of invoice	You must pay a \$50 penalty if you or your employees fail to wear the Image One Uniform or ID while servicing a Client, or commit other operational defaults specified in the Manual
Registration Fee	\$300 to \$600 a year	Per convention registration schedule	For your attendance at our annual convention. Owner attendance is mandatory.
Payment to Suppliers	Amount you owe your suppliers plus 10%	Immediately upon receipt of invoice	If you elect to have us pay your suppliers, or if you default in your payments to suppliers, we will pay your suppliers directly, and we may charge you a service fee equal to 10% of the amount of the payment.

Note 1. "Gross Revenues" means the entire amount of all of your revenues from the ownership or operation of the Image One Franchise including revenues from regular janitorial services, revenue from janitorial services performed outside the monthly contract specifications, revenues from janitorial services performed on a one-time basis, and revenues from Extra Work including the proceeds of any business interruption insurance, whether the revenues are evidenced by cash, credit, checks, gift certificates, scrip, coupons and premiums (unless exempted by us), services, property or other means of exchange, excepting only the amount of any sales taxes that are collected and paid to the taxing authority. Cash refunds and credits given to Clients (except credit for missed cleaning days) and receivables uncollectable from Clients will be deducted in computing Gross Revenues to the extent that the cash, credit or receivables represent amounts previously included in Gross Revenues where Royalty Fees and other amounts were paid. Gross

Revenues are deemed received by you at the time of goods, products, merchandise or services from which they derive are delivered or rendered or at the time the relevant sale takes place, whichever occurs first. Gross Revenues consisting of property or services (for example, “bartering” or “trade outs”) are valued at the prices applicable, at the time the Gross Revenues are received, to the products or services exchanged for the Gross Revenues.

Note 2: We may offer you for purchase client accounts (Additional Business), in addition to the clients you acquire on your own. It is your option to purchase Additional Business, and you may decline to purchase Additional Business.

Uniformity; Nonrefundable

The fees described above are uniformly imposed and collected. None of the fees is refundable.

Royalty Rebate.

If your Gross Monthly Billings exceed a certain volume, and so long as you are in compliance with this Agreement, we will rebate back to you a certain percentage of the Royalties you paid during the previous month, as follows:

Gross Monthly Billings	Rebate Amount
\$50,000 - \$99,999	10% of all royalties you paid during the previous month
\$100,000+	20% of all royalties you paid during the previous month

“Gross Monthly Billings” are the amount of recurring revenue from monthly service contracts only and do not include non-recurring revenue. If you achieve the Gross Monthly Billings above, you will receive the rebate of the applicable percentage of your royalties paid on your total revenue for that month, which may include revenue from non-recurring jobs. However, revenue from non-recurring jobs will not be counted for purposes of determining if you are eligible for the royalty rebate.

Cooperatives

There are currently no cooperatives in which you may or must participate; however, we may negotiate with some suppliers for you, at your request.

“Gross Monthly Billings,” means the gross amount of monthly service contracts only.

Set-Off

You will not be allowed to set off amounts owed to us or other amounts due under the Franchise Agreement, against any monies owed to you, nor will you in any event withhold any amounts due to any alleged nonperformance by us hereunder, which right of set off is expressly waived by you. We are allowed to set off amounts owed to you against monies owed to us by you.

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Item 7 - ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee	\$ 2939 ,750	Lump sum	On signing the Franchise Agreement	Franchisor
iPad ¹	\$ 5000 to \$1, 200499	Lump Sum	Before beginning business	Third Party
Vehicle ²	\$0 to \$3,000	Lump Sum	Before beginning business	Third Party
Cleaning Supplies & Equipment ³	\$ 4,500800 to \$6,000	Lump Sum	Before beginning business	Us or Third Parties, <u>or Franchisor</u>
Insurance ⁴	\$3,100 — \$3,900 (if purchased from us) <u>\$3,500 - \$4,500</u>	Lump Sum or Monthly	Before beginning business	Third Party, or Franchisor
Fictitious Name Registration ⁵	\$ 1000 to \$ 200300	Lump Sum	Before beginning business	Third Parties
Incorporation and Legal Review ⁵	\$ 400200 to \$2,000	Lump Sum	Before beginning business	Third Parties
Travel, Lodging, Meals, Etc. for Initial Training ⁶	\$150 to \$3,000	As Incurred	Before beginning business	Third Parties
Location Marketing Set Up ⁷	\$ 1,1751500	Lump Sum	Before beginning business	Third Party Vendor, <u>or Franchisor</u>
On-Going Location Marketing ⁸	\$450 to \$4,500	Monthly payments	When billed	Third Party Vendor, <u>or Franchisor</u>
Miscellaneous Start-up Costs ⁹	\$ 0-1,500000	As Incurred	Before beginning business	Third Parties
Additional Funds ¹⁰ (3 months)	\$ 2,0000 to \$5,000	As Incurred	Before beginning business	Third Parties
TOTALS	\$43,62549,900 to \$61,22572,049			

We present the preceding estimate of your initial investment to establish and open one Image One Affiliate Franchise. The estimates presented cover the period before the opening and for the initial phase of your Image One Affiliate Franchise (3 months). They do not provide for your cash requirements to cover operating costs after the initial phase or personal living expenses. You must have additional sums available, whether in cash or through unsecured credit lines, or have other assets that you may liquidate, or that you may borrow against, to cover your personal living expenses and any operating costs after the initial phase of your Image One Affiliate Franchise. We urge you to retain the services of an experienced accountant or financial advisor in order to develop a business plan and financial projections for your Image One Affiliate Franchise. Your actual investment will vary depending upon local conditions particular to your geographic area or market. We do not expect you to purchase real estate or construct the building containing your Image One Affiliate Franchise although this may be done.

None of the payments to us is refundable. Payments to 3rd parties may be refundable, depending on the specific terms you negotiate with those suppliers.

¹You must purchase and use an iPad and maintain an Image One e-mail account. [If you already own an iPad that meets operating standards, you can utilize that device.](#) The cost will range depending on the model you select. You do not need a laptop or desk top computer or POS system, because all your bookkeeping, payroll, tracking tax records, and other financial and management functions are handled by us, by your payroll service, or by your accountant or financial advisor.

²You can use your existing vehicle in your Image One Franchise. You may at your option purchase a complete IMAGE ONE vehicle wrap, which [costs we estimate to be](#) about \$2,000. The low range assumes you have an existing vehicle, and that you do not opt to have the vehicle wrap. The high range is based on the cost of leasing a vehicle for 3 months, plus your purchasing the vehicle wrap.

³We will only allow cleaning supplies and equipment that support the image and positioning of the System in the marketplace. You agree to the image and positioning of the System and agree to use only the supplies we specify or otherwise approve. The ranges assume you purchase the following Equipment from us: vacuums, wet vacs, auto scrubbers, low speed scrubbers, high speed polishers, and an electrostatic sprayer.

⁴As discussed in ITEM 8 and Section 9.1 of the Franchise Agreement, we require that you carry certain specified insurance. The method and timing of payments is a matter to be resolved between you and your insurer. Because the selection of the carrier, amount of wages and other related conditions vary considerably, it is difficult to estimate the ultimate cost to any given franchisee. Therefore, we, in light of the volatility of the insurance industry, estimate the total cost with the caution that you should obtain quotes from carriers of choice before proceeding. Our best estimate is \$1,~~600~~500 to \$2,~~400~~500 per year for insurance coverage other than for workers' compensation insurance and \$1,500 [to \\$2,000](#) per year for workers' compensation insurance assuming gross annual wages of up to \$15,000, exclusive of payments to you. The cost of the

liability insurance varies based on your credit score, claims history, location, and other factors determined by the insurance company. Coverage must include at a minimum:

(a) Commercial general liability insurance and completed operations coverage for all services you provide in your business, in the amount of \$5,000,000 per person/per occurrence for bodily injury and property damage combined with a general aggregate of \$5,000,000. Your general liability insurance policy must name on a primary and non-contributory basis with respect to work performed by you, as required by written contract and as our respective interests may appear;

(b) Workers' compensation coverage and unemployment insurance and all other insurance required by statute or rule of the state where the Image One Affiliate Franchise is located, provided that you may not elect any option that may be available under state law to exclude or exempt yourself from workers compensation;

(c) Automobile liability insurance, including personally-owned, business-owned, hired and non-owned vehicle coverage, of vehicles used by employees in the Image One Affiliate Franchise, with a combination of primary and excess limits of at least \$100,000/\$300,000; and

(d) Surety bond of \$50,000.

⁵You must form a legal entity (corporation, partnership or limited liability company) to be the Affiliate Franchisee and which must sign the Affiliate Franchise Agreement. You must comply with the fictitious, assumed, or trade name statutes of the state where the Image One Affiliate Franchise will be located. The estimates are for attorneys' fees, publication fees, filing fees for incorporation, compliance with the applicable fictitious name statute, if any, and review of this Franchise Disclosure Document, depending on the scope of legal services rendered. These fees may vary from state to state depending on each state's laws and the prevailing rate of attorneys' fees. These costs are paid to attorneys, newspapers and governmental agencies, are not refundable and usually incurred before beginning business.

⁶Some costs of training that you may bear are transportation, lodging, compensation and meals. The estimate is for items that are non-discretionary in nature. Generally these costs will vary widely as a function of the distance traveled, the accommodations selected, the restaurants eaten in, the distance between the hotel and the training center and the transportation selected. Considering different lifestyles, distances and compensation assumption, the estimates are from \$150 to \$5000.

⁷You must pay \$1,~~175~~500 for a one-time set up of Location Marketing. ~~Our to our then current vendor is Integrated Digital Strategies ("IDS"). The. This set-up fee to IDS is \$1,175 is for website set-up, Google Business Profile, and other then required online platforms.~~

⁸You must participate in on-going location marketing ~~conducted by IDS..~~ The cost is ~~\$150~~ \$1,500 per month.

⁹In every business startup there are numerous unanticipated “nickel and dime” costs, for example, additional licenses and permits, professional fees for accountants and/or attorneys, utility deposits, miscellaneous supplies and many others. Our estimate is \$0 to \$1,000.

¹⁰You should have adequate working capital before beginning operation of an Image One Affiliate Franchise. These additional funds should be sufficient to keep the Image One Affiliate Franchise in operation for 3 months and capable of covering the excess of expenses over cash flow covering employee wages and taxes, cleaning supply replenishment, insurance premiums and other normal expenses that are associated with the day-to-day business operation of the Affiliate Franchise. You should not assume that you will break even by the end of the 3 month period, and that you may need amounts in excess of the estimated amounts before your business breaks even. You should have additional sources for payment of personal living expenses. You must be able to meet operating expenses from pre-opening, including hiring and training expenses, until the Image One Affiliate Franchise develops sufficient cash flow to cover all costs. The estimate for additional funds is ~~\$20000~~ to \$5,000. These figures do not include any payments to you during the start-up period. You are encouraged to fill out a personal/family cash flow budget and determine if there is sufficient revenue on the personal level to provide for your family through the start-up period. Clearly, additional funds requirements will be a function of your decisions regarding nearly every aspect of your Image One Affiliate Franchise, for example, the size of the payroll, size of the operation and many other expenses that you decide to incur.

Basis for Estimate

We relied on Tim Conn’s ~~over 3540+~~ years of experience in the commercial cleaning business to compile these estimates. You should review these figures carefully with a business advisor before making any decisions to purchase an Image One Affiliate Franchise.

Financing

We offer financing to military veterans, active duty military members, and First Responders, as described in Item 5 and 10.

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ITEM 8 – RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Specifications and Standards

To help retain the uniform and high standards necessary to maintain and enhance the goodwill of the System and your acceptance in your market, IMAGE ONE provides specifications and/or approved suppliers for the purchase or lease of certain items. Specifications may include standards for enhancing the System's image and minimum standards for safety, appearance and other factors. Specifications are issued to you in the Manuals or otherwise in writing. The categories for these purchases or leases are as follows:

Insurance

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance that may be required by applicable law, your landlord, lender or otherwise. The policies must be written by an insurance company reasonably satisfactory to us with a Best rating of "A" or better and include the risks, amount of coverage and deductibles as stated in the Manuals and Section 9.1 of the Affiliate Franchise Agreement.

You must also maintain automobile liability insurance, including personally-owned, business-owned, hired and non-owned vehicle coverage, of vehicles used by employees in the Image One Affiliate Franchise, with a combination of primary and excess limits of at least \$100,000/\$300,000.

We make available to you liability insurance, workers compensation insurance, and a surety bond, under which you would have your own account and billing based on your payroll volumes. You are not required to obtain insurance through our insurance provider. If you wish to obtain insurance through our insurance provider, you must use a payroll service approved by our insurance provider. Our insurance provider imposes this requirement in order to accurately calculate your worker compensation insurance premiums, which are based on your payroll amounts. We do not derive any revenue from your using the designated payroll services, although we do derive an administrative fee in connection with processing liability and workers compensation insurance.

Advertising

You must submit to us, for our approval, all materials to be used for Local Advertising, unless they have been approved before or they consist only of materials we provided. All materials containing Trademarks must comply with the specifications in the Manuals and in accordance with ARTICLE 7 of the Affiliate Franchise Agreement. We are an approved supplier of advertising materials.

You must participate in Location Marketing, which is an on-line marketing program conducted by our approved vendor (currently Integrated Digital Strategies (“IDS”). Vendor will, for a set-up fee, create a location page for your business, and set up a Google My Business listing, and local search listing distribution. Vendor will also conduct, for a monthly fee, on-going location marketing, including a findability program, reputation management, social postings on Facebook, digital marketing via Google AdWord and Facebook advertising. We may change vendors at any time for this type of marketing. We do not derive any revenue from your participation in Location Marketing.

Approved Supplies and Suppliers

You must purchase or lease equipment, supplies, vehicle wrap, advertising materials and other products and services used for the operation of your Image One Affiliate Franchise only from authorized manufacturers, contractors and other suppliers who demonstrate, to our continuing reasonable satisfaction: (i) the ability to meet our and IMAGE ONE’s standards and specifications for the items; (ii) possess adequate quality controls and capacity to supply your needs promptly and reliably; and (iii) have been approved in writing by us and not later disapproved. We may approve a single supplier for any brand and may approve a supplier only as to certain brand or brands. In approving suppliers for your business, we may take into consideration the price and quality of the products or services and the reliability of the supplier and other factors. We may concentrate purchases with 1 or more suppliers to obtain the lowest prices and/or the best advertising support and/or services for our franchisees. Approval of a supplier may be conditioned on requirements for the frequency of delivery, standards of service, including prompt attention to complaints, and concentration of purchases, as stated above, and may be temporary, pending our additional evaluation of the supplier. If we later disapprove a supplier, you must immediately cease purchasing from that supplier after your receipt of our notice of disapproval.

When supplies, equipment and advertising materials are purchased from us, typically there is a markup of 10%-20%.

Except as disclosed in this Item, we are not the only approved supplier of products or services to our franchisees. As of the issuance date of this Disclosure Document, none of our officers owns any interest in any approved supplier of products or services to Image One franchisees. Currently, none of our approved suppliers makes any payments to us for the products purchased from them.

Approval of New Suppliers

If you propose to purchase or lease any equipment, supplies, advertising materials, or other products or services from an unapproved supplier, you must submit to us a written request for approval, or request the supplier to do so itself. We have the right to require, as a condition of our approval, that our representatives are permitted to inspect the supplier’s facilities, and that samples from the supplier be delivered, at our option, either to us or to an independent, certified laboratory we designate for testing. We will not be liable for damage to any sample that may result from the testing process. You do not charge a fee for testing. We reserve the right, at our option, to re-inspect the facilities and products of any approved supplier and continue to sample the products at the supplier’s expense and to revoke approval upon the supplier’s failure to continue to meet our

standards and specifications. We may also require as a condition to our approval, that the supplier present satisfactory evidence of insurance, for example, product liability insurance, protecting us, and our franchisees from all claims from the use of the item within their business. We will notify you in writing of the approval or disapproval of the supplier. Our criteria for supplier approval are not available to you or proposed suppliers, as we have developed this criteria through the expenditure of extensive work and time and the criteria are considered confidential information. We will communicate to you within a reasonable time, not to exceed 30 days from the date we have all the information we require, our determination on whether we approve the item for your use.

System Modifications

We have the right to supplement, modify, improve and otherwise change the System in response to the opportunity to offer new services and products to customers of Affiliate Units operating under the System, and in response to other factors. We will have full control and discretion over any of these developments and you must comply with all reasonable requirements, including offering and selling new or different products or services we specify.

Revenue from Approved Supplies and Suppliers

From all our Franchisees (including Affiliate and Unit Franchisees) in fiscal year ~~2024~~2023, we derived \$~~537,897,525,521~~ in revenue directly from our Franchisees in the form of Additional Business, Insurance, Equipment, Supplies, and Marketing Materials. That represented ~~4.71~~3.97% of our total revenues in ~~2024~~2023 of \$~~11,411,639,13,232,388~~. The \$~~537,897,525,521~~ figure was derived from our internal accounting procedures, and the total revenue figure of \$~~11,411,639,13,232,388~~ is from our audited financial statements (F/S Note 3) for the year ended December 31, ~~2024~~2023.

We do not currently derive revenue, income and other benefits from your purchase or lease of any products, services, supplies or other items from third parties. We reserve the right to collect rebates from designated and approved suppliers in the future at any time.

We do not have any affiliates who derived revenue, rebates or other material consideration based on the required purchases or leases by franchisees.

Magnitude of Required Purchases or Leases

We estimate that the required purchases or leases described in the above paragraphs are approximately 33% to 75% of the cost to establish your Image One Franchise and approximately 3% - 5% of your total annual operating expenses. Except as disclosed in this Item 8, there are no goods, services, supplies, equipment, computer hardware and software, or real estate which you must purchase or lease from us, our designees, or from suppliers approved by us.

Cooperatives

There are currently no purchasing or distribution cooperatives in which you must or may participate, at this time. We reserve the right to establish national or regional purchasing programs in the future. If a national or regional purchasing program is established for the region where your franchise is located, you must participate in the program. You will not receive any material benefit from purchasing from approved or designated suppliers.

We do not discriminate among our franchisees based upon a particular franchisee’s use of a particular approved supplier.

Arrangements with Suppliers

As of the issuance date of this Disclosure Document, we have negotiated an arrangement with National Service Alliance to get preferred national pricing on equipment and supplies for our franchisees. There is no cost to the franchisee to participate in this program. Other than that arrangement, we have not negotiated any arrangements with suppliers.

ITEM 9 – FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section In Agreement⁽¹⁾	Item in Disclosure Document
a. Site selection and acquisition/lease	Not Applicable	Not Applicable
b. Pre-opening purchases/leases	Sections 4.1, 4.4 and 4.6	ITEMS 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 4.1, 4.2, 4.4 and 4.6	ITEMS 7, 8 and 11
d. Initial and on-going training	Sections 2.2, 2.5 and 2.8 (j) and (k)	ITEMS 6, 7, 8 and 11
e. Opening	Section 4.1	ITEMS 7, 8 and 11
f. Fees	ARTICLE 3; Equipment	ITEMS 5, 6 and 7
g. Compliance with standards and policies/Operating Manual	ARTICLES 4, 6 and 7	ITEMS 8, 11 and 14
h. Trademarks and proprietary information	ARTICLES 5 and 6	ITEMS 13 and 14
i. Restrictions on products/services offered	Sections 4.1, 4.4 and 4.5	ITEMS 8 and 16

Obligation	Section In Agreement⁽¹⁾	Item in Disclosure Document
j. Warranty and customer service requirements	Section 4.8	ITEM 8
k. Territorial development and sales quotas	Not Applicable	ITEM 12
l. On-going product/service purchases	Sections 4.1 and 4.4	ITEMS 6 and 8
m. Maintenance, appearance and remodeling requirements	Sections 4.1 and 4.2	ITEMS 6, 7 and 8
n. Insurance	ARTICLE 9	ITEMS 6, 7 and 8
o. Advertising	ARTICLE 7	ITEMS 6, 7, 8 and 11
p. Indemnification	Section 14.2	ITEMS 6 and 8
q. Owner's participation/management/staffing	Sections 4.2 and 4.3	ITEMS 6 and 15
r. Records/reports	ARTICLE 8	ITEM 8
s. Inspections/audits	Section 4.9, ARTICLE 8	ITEMS 6, 8 and 11
t. Transfer	ARTICLE 10	ITEMS 6 and 17
u. Renewal	Section 16.2	ITEMS 6 and 17
v. Post-termination obligations	ARTICLE 12	ITEM 17
w. Non-competition covenants	ARTICLE 13	ITEM 17
x. Dispute resolution	Not Applicable	ITEMS 6 and 17

⁽¹⁾Unless otherwise stated, all references are to the Image One Affiliate Franchise Agreement attached as Exhibit B.

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ITEM 10 – FINANCING

We do not offer financing to our Franchisees, except for military veterans, active duty military members, or First Responders (as defined in Item 5 above)

Veterans, Active Duty Military, and First Responders Incentive Program

To provide support to past veteran and current veterans being released from active service, active duty military, and First Responders we offer all qualifying veterans 3 incentive programs (“Veterans, Active Duty Military and First Responders Incentives”). One of the incentives we offer is to waive the finance charge if you finance the franchise fee. You must pay \$~~1424~~1424,750 as your down payment, but the balance of \$15,000 would be paid over 30 months at \$500.00 a month. The other 2 incentives are described in Item 5 of this disclosure document. You may select only 1 of the incentive programs.

The finance terms for qualified Veterans, Active Duty Military Members and First Responders who select this incentive are as follows:

- (a) Amount if paid in full: \$~~2939~~2939,750.00
- (b) Amount if financed: \$~~2939~~2939,750.00
- (c) Finance charge: \$0
- (d) Amount financed: \$15,000.00
- (e) Down payment: \$~~1424~~1424,750.00
- (f) Term: 30 months
- (g) Interest Rate: 0%
- (h) Monthly Payment: \$500.00
- (i) Prepayment Penalty: None
- (j) Security Required: Security Interest in Business; personal guaranty by shareholders or members
- (k) Loss of Legal Rights on Default: Late charges; higher interest rate; acceleration of amounts due; attorney’s fees; foreclosure on security interest; sale of your assets at public or private sale

The Promissory Note for financing a portion of the Franchise Fee is attached to the Franchise Agreement as Exhibit 5.

We do not offer financing that requires you to confess judgment or waive a defense against us or the lender, although you may lose your defenses against us and others in a collection action on a note that is sold or discounted.

You waive your rights to notice of a collection action (Promissory Note Section 4). We do not discount these notes to a third party. We do not arrange financing from other sources.

As security for payment of all sums due to us from you, and to secure the faithful performance of all your obligations, we take a perfected security interest in your business, including all of the cleaning accounts you service, all customer lists, accounts records, contracts, and

receivables, and all other assets of your business. Upon your failure to perform any obligation or pay any sum due us, we have the right, without notice to you, to take immediate possession of the Collateral.

We do not receive direct or indirect payments for placing financing. We do not guarantee your obligations to third parties.

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ITEM 11 – THE FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Pre-Opening Obligations

After the Affiliate Franchise Agreement is signed and before you begin to operate your franchise, we do the following:

- (a) **Image One Training Program.** We will make available to 3 individuals designated by you, one of whom must be a party to or a guarantor of the Affiliate Franchise Agreement, our then-current initial Image One Training Program. (Section 2.2 of the Affiliate Franchise Agreement.) Details of the Image One Training Program are described below under the heading “Training Program.”
- (b) **Loan of the Manuals.** We will lend you 1 copy of each volume of the Manuals, or make available electronic versions of the manuals. (Section 2.3 of the Affiliate Franchise Agreement.)
- (c) **Lists, Forms and Schedules.** We will supply to you a list of required equipment, supplies, materials, inventory and other items necessary to open and operate your Image One Affiliate Franchise and an initial set of forms, including the standard brochure and various operational forms, standardized periodic reporting forms for reporting performance, evaluation, inspection and communication. We will also make available to you a schedule of items that may be purchased from us. (Section 2.4 of the Affiliate Franchise Agreement.)

Franchisor’s Obligations During the Operation of the Franchise

We may delegate to a third party some or all of our pre-opening and ongoing services/obligations as described in this Item 11.

During your operation of the Image One Affiliate Franchise, we may, to the extent we deem necessary and desirable, provide to you the following:

- (a) **Invoicing and Accounting Services.** We currently invoice Clients for services you perform and we collect payment for such services directly from the Clients, on a monthly basis. We will remit to you, all Gross Revenues paid to us for each Client you service, less all fees you must pay under the Affiliate Franchise Agreement, including Royalty Fees, Administrative Fees, Advertising Contributions, and Note Payments, on a monthly basis in accordance with Section 3.2 of the Affiliate Franchise Agreement. We reserve the right to stop providing these services at any time and may require you to invoice Clients and collect payments directly at any time. We will give you at least 60 days’ notice if we decide to stop providing these invoicing and accounting services. Currently, you are not permitted to invoice Clients or collect payments directly without first obtaining our prior written approval. If amounts billed to customers are unpaid, you will incur

the loss of nonpayment except in instances where we have guaranteed payments to you in writing. With our prior written consent, you may take action to enforce payment of Accounts you service at your sole cost and expense. In the alternative, at your request, we may, in our sole discretion, take action to enforce payment at your sole expense.

(b) **Field Visits.** We may perform periodic quality control visits to each building you clean. All operations will be inspected and recommendations will be made to you. Our representative will operate from the local Image One office and will be available during normal business hours to answer questions and to assist with franchise operations. [Subsection 2.8(c) of the Affiliate Franchise Agreement.]

(c) **Assistance with Business Development.** We will continue to provide you with estimating expertise, custom proposals and references in order to assist development of your business. If you request us to provide you leads for potential clients, we charge you a fee for each lead [Subsection 2.8(d) of the Affiliate Franchise Agreement.]

(d) **Assistance with Clients' Services.** Our local office will accept service calls from clients you service, and relay these service calls to you in a timely manner. [Subsection 2.8(e) of the Affiliate Franchise Agreement.]

(e) **Telephone Hotline.** We will maintain a telephone "hotline" for informational assistance and emergencies. [Subsection 2.8(f) of the Affiliate Franchise Agreement.]

(f) **Local Advertising.** We will provide you advice on Local Advertising. [Subsection 2.8(g) of the Affiliate Franchise Agreement.]

(g) **Promotional Literature.** We will make available to you promotional literature of the Image One System and all pertinent new developments in the janitorial service industry including procedures for improved efficiency to the extent actually known by us. [Subsection 2.8(h) of the Affiliate Franchise Agreement.]

(h) **Special Assistance.** If you request, we will furnish non-routine guidance and assistance to deal with your unusual or unique operating problems. [Subsection 2.8(1) of the Affiliate Franchise Agreement.]

(i) **Research and Development.** We will continue to research and develop new products and services, introductions and techniques, as we deem appropriate in our sole discretion. [Subsection 2.8(m) of the Affiliate Franchise Agreement.]

(j) **Trademarks License.** Subject to the terms of the Affiliate Franchise Agreement, we license to you the right to use the "Image One Facility Solutions" and "Image One" trade names and other Trademarks. (Section 2.9 of the Affiliate Franchise Agreement.)

(k) **Limits on Our Obligations.** We have no obligation to develop new products or services to be offered by you to clients, to hire or train your employees, to improve or develop the franchised business, to establish prices, to establish or use administrative, bookkeeping, accounting or

inventory control procedures, or to resolve operating problems encountered by you in the operation of your Affiliate Franchise.

(l) **Pricing Assistance.** We will provide you pricing guidelines for products and services you sell to accounts you obtain on your own. We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services.

Advertising Programs

Advertising Contributions to the Marketing Fund

You must pay a continuing monthly Advertising Contribution of 2% of monthly Gross Revenues, which will be paid into the Marketing Fund (“the Fund”) that we administer. Other franchisees contribute to the Fund at the same rate. Franchisor-owned outlets must contribute to the Fund on the same basis as franchisees. We will use the have the sole discretion over the concepts, materials, media, type, nature, scope, frequency, place, form, copy, layout and content of all national, regional and local advertising paid out of the Fund. The Fund will be maintained and administered by us or our designee The source of the advertising is primarily in-house, although we may use some outside marketing services. We do not utilize a national or regional advertising agency.

The Fund is intended to maximize general public recognition and acceptance of the Image One trademarks and System for the benefit of all our franchisees, and we are not obligated to make expenditures for you which are equivalent or proportionate to your contribution or to ensure that you benefit directly or pro-rata from the placement of advertising or marketing.

We will use the Fund, all contributions to the Fund, and any earnings by the Fund exclusively to meet the costs and expenses of maintaining, administering, directing, conduction and preparing advertising, marketing, public relations or promotional programs and materials, and any other activities which we believe will enhance the image of the System, including the costs of preparing and conducting media advertising campaigns; direct mail advertising; marketing surveys and other public relations activities; employing advertising and/or public relations agencies; purchasing promotional items, conducting and administering visual merchandising, promotions and merchandising programs; and providing promotional and other marketing materials and services. Advertising may be local, regional or national, in the following types of media: print, radio or television and Internet. The Fund may also be used to provide rebates or reimbursements to you for local expenditures on products, services or improvements, approved in advance by us which we believe promote general public awareness and favorable support for the franchise System. The fund may also be used to generate leads and/or appointments that may be distributed between the Company and among franchisees who elect to be part of the leads program. Franchisees electing to be part of the leads program will be offered leads in the geographical area in which they reside or service existing clients.

Your contributions to the Fund are deducted by us from the money due you from the accounts that you service. We are not required to maintain contributions to the Fund in a separate bank

account. Fund contributions may be used for costs, expenses and overhead we incur in activities related to the direction, implementation and administration of the Fund, including costs of personnel for creating and implementing advertising, merchandising, promotional and marketing programs. Neither the Fund nor its earnings will belong to us. Separate bookkeeping accounts will be maintained for the Fund. A statement of operations of the Fund will be prepared annually and will be made available to you at your request.

If all contributions to and earnings by the Fund are not expended during the taxable year in which the contributions and earnings are received, all expenditures in the following taxable year or years are made first out of accumulated earnings from previous years, next out of earnings in the current year and finally from contributions.

We have the right to terminate the Fund at any time, however the Fund will not be terminated until all monies in the Fund have been expended.

We are not required to spend any amount on advertising in your Area of Operation.

The Fund is not audited, but reports are available for review by the franchisee upon written request. In the year ending December 31, ~~2024~~2023, the Marketing Fund was expended in the following manner: ~~49~~72% on digital marketing, ~~2~~and lead generation, 1% on print marketing, ~~92~~7% on brand awareness, ~~and 40% on lead generation~~.

We will not use Fund contributions to create or place any advertisement that is principally a solicitation for new franchises, but we may include in all advertising prepared from Fund contributions (including Internet advertising) information concerning franchise opportunities.

Part of the Marketing Fund may be used to generate leads for prospective clients via the internet, telephone, email, trade shows, or by direct mail. The Marketing Fund may also be used for membership in trade associations, chambers of commerce, and similar groups, for networking purposes. Franchisees have the right to receive leads directly from Image One to follow up on leads in an attempt to secure additional business without the assistance of an Image One sales person. Those franchisees wishing to receive leads from the leads program must inform us in writing, requesting the geographic area where leads are desired. Leads will be distributed to franchisees that have indicated a desire to have such leads. If there are multiple franchisees competing in a geographic area that all wish to have company generated leads, leads will rotate among said franchisees. In the event that there are no franchisees participating in the leads program in a specific geographic region, leads will be assigned to our sales representative.

There is no advertising council composed of franchisees that advises us on advertising policies. The Franchise Agreement does not give us the power to form, change or dissolve an advertising council.

The Franchise Agreement does not give us the power to require advertising cooperatives to be formed, changed, dissolved or merged. You cannot be required to participate in a local or regional advertising cooperation.

Required Minimum Marketing Expenditure

For each Territory you have, you must spend a minimum of \$1,500 per month on marketing and advertising we approve. That includes social media, SEO, lead generation, and purchasing leads from 3rd party appointment setters (which may include us). In addition, if you have more than 2 Territories, you must employ a full-time salesperson to conduct marketing and client development for your business.

Use of Your Own Advertising Material Including Electronic Media

You may develop advertising and promotional materials for your own use, however we must approve all advertising and promotional materials before you use them. We may require that a “tag line”, stating that franchise and/or career opportunities are available, be included in any advertising.

You may not use electronic media to advertise your Affiliate Franchised Business, including the Internet and a worldwide web page, without first obtaining our prior written approval. You must also obtain our prior written approval all of your electronic media (including Internet) advertisements and/or promotions.

You must obtain our written approval prior to purchasing or otherwise acquiring any URLs related to the franchise business. Such URLs are our proprietary property, and upon termination or expiration of the Franchise Agreement for whatever reason, you must relinquish to us all ownership and other rights in the URLs, including website content, used by you.

We may elect to reimburse you for your advertising campaigns but the amount we reimburse you will not exceed the amount that you have contributed to the Advertising Fund.

Computer Systems

There are no computer or P.O.S. systems that you must purchase. You are able to manage your business without a computer, because all bookkeeping, payroll, tracking tax records, and other financial and management functions are handled by us, by your payroll service, or by your accountant or financial advisor. You may, but are not required to, purchase a computer for these purposes.

Operations Manual

After you have signed your Image One Affiliate Franchise Agreement and shortly before beginning the Image One Training Program, we will lend you a copy of our Manuals or provide you access to an electronic version. Our Manuals contain proprietary information and you must keep this information confidential as described in ITEM 14. The current Manuals, as of [January](#) ~~May~~ 2, ~~2012~~2024, are divided into the following subjects, with a total number of pages of ~~239~~213. The table of contents to the Operations Manual is attached to this disclosure document as Exhibit F.

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OPERATIONS & TRAINING MANUAL	
SUBJECT	NUMBER OF PAGES
Orientation/Introduction	2 <u>15</u>
Management, Goals & Business Plan Pre-Opening Procedures	14 <u>25</u>
Administration, Support & Paperwork Hiring & Managing Employees	7 <u>67</u>
Growth & Marketing Managing an Image One Franchise	7 <u>220</u>
Communication Office Procedures	2 <u>10</u>
Sample Forms Sales Procedures	5 <u>27</u>
Operating a Cleaning Franchise & The Cleaning Industry Management Standards Service Procedures	26 <u>25</u>
Annual Review Marketing & Promotion	1 <u>24</u>
TOTAL	239 <u>213</u>

Site Selection Methods

You must designate a location to be used to manage and administer your Affiliate Franchise and maintain the books and records of the business. You may, subject to zoning and local ordinances, establish the Affiliate Franchise business office within the residence of a holder of a legal or beneficial interest in your Affiliate Franchise. We have no obligation to assist you in selecting a site for the operation of your Image One Affiliate Franchise, nor is our approval necessary for the selection. As of the issuance date of this Disclosure Document, Image One Affiliate Franchises are generally operated from a home or a small office or a “virtual office.” You do not need additional space for storage of your equipment or vehicles, since you generally store equipment at your Accounts’ place of business, and you use your personal vehicle in the business.

Time Between Signing of Franchise Agreement and the Opening of the Image One Franchise

The typical length of time between the signing of the Affiliate Franchise Agreement and the opening of the Image One Affiliate Franchise can vary from 1 week to 2 months. The factors that affect this time frame usually include the time when you receive and complete satisfactorily the Image One Training Program.

Image One Training Program (Mandatory).

Module 1

We will provide the Image One Training Program for you after you sign your Affiliate Franchise Agreement and before you begin operations. The current Image One Training Program consists of 6 classroom sessions and 5 on-site sessions at one or more of our existing Client buildings. Each classroom session is a maximum of 4 hours. Multiple classroom sessions may be held in one

day for a combined maximum of no more than 8 hours. The on the job training will be up to 8 hours per day. The Image One Training Program currently covers the following items: orientation, setting goals and a business plan, general office cleaning, restroom cleaning, floor and carpet maintenance, customer relations and sales of accounts, operations and account retention, hiring, training and terminating staff. The training is provided by the use of video films, lectures and “hands on” training by our experienced staff. There is no additional fee for Initial Training. You must pay the expenses incurred by you and your designees in attending the Initial Training, including costs of transportation, lodging, meals and wages.

Module 2

Upon completion of the initial training at the Image One corporate office, you will receive additional training at your location. An Image One representative will accompany you for up to 5 days of hands on training in sales and operations. This module will focus primarily on sales. You will be trained in lead generation, networking, and client sales.

Module 3

At an interval of 3 to 6 months from when you have started your franchise, you can schedule an additional week of training at your location. This training is included as part of your initial training. Again, an Image One representative will accompany you for up to 5 days of hands on training in sales and operations in the area where you operate your franchise. Upon completion of this second week of onsite training in your market, our obligation for your Initial Training will be complete.

Module 1 of the Image One Training Program will begin approximately 1 day to 4 weeks after the Affiliate Franchise Agreement is signed and 4 to 17 weeks before the opening of your Image One Affiliate Franchise. You are not required to complete the training program within any specific time after you sign your Image One Affiliate Franchise Agreement, however you must complete the first module of the initial training program before you begin operation of your Affiliate Franchise. The second and third modules will generally be completed after you have begun operation of your franchise. The initial training program is scheduled by us, as needed, subject to the availability of our training staff. We will take your schedule into consideration when we are establishing a training schedule. Due to the fact that the training in Module 2 and Module 3 takes place at your location, you will be asked for dates that you are available to host training. In the event that training is scheduled and you cancel or wish to reschedule training, you will be responsible for the cost of rescheduling transportation, lodging, etc.

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TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Orientation	2	0	Classroom training at our corporate offices in Rolling Meadows, Illinois. On-the-job training at existing Accounts we service generally within a 25-mile radius from our offices in Rolling Meadows, Illinois
General Office Cleaning	3	82	Same
Restroom Cleaning	1	82	Same
Floor & Carpet Maintenance	2	84	Same
Customer Relations & Retention	4	24	Same and in the field with an Image One Representative around the corporate office, as well as in your market in Module 2 & 3
Sales of Accounts	2	16 - 40	Same and in the field with an Image One Representative around the corporate office, as well as in your market in Module 2 & 3
Administration	2	4	Same and in the field with an Image One Representative around the corporate office, as well as in your market in Module 2 & 3
Operations	2	16- 40	Same and in the field with an Image One Representative around the corporate office, as well as in your market in Module 2 & 3

(a) **Pre-Opening On-Site Training at existing accounts (Mandatory)(Module 1).** We will make available to you pre-opening, on-site training of a minimum of 5 Sessions, in most instances to be conducted at an existing Image One Client, or it may take place at a client that will be cleaned by you in your market as we deem appropriate. The on-site training program will cover material aspects of the operation of your Image One Affiliate Franchise including general office cleaning, restroom cleaning and floor maintenance. (Section 2.2 of the Affiliate Franchise Agreement.)

(b) **Post-Opening Initial Training (Mandatory)(Module 2).** We will make available to you post-opening, on-site training to be conducted in your market for a maximum of 5 days. The training in your market will cover sales and operational aspects of your Image One Affiliate Franchise. (Section 2.2 of the Affiliate Franchise Agreement.)

(c) **Post-Opening Initial Training (Recommended)(Module 3).** We will make available to you 3-6 months post-opening, on-site training to be conducted in your market for a maximum of 5 days. The training in your market will cover sales and operational aspects of your Image One Affiliate Franchise. (Section 2.2 of the Affiliate Franchise Agreement.)

(d) **Additional Training (Mandatory).** We may provide additional training programs, seminars, conventions, or advanced management training for you and your employees at our principal training facility or at a location we designate. We do not charge a fee for additional training, however, you are responsible for all travel, meals and lodging costs for your attendees. [Subsections 2.8(j) and (k) of the Affiliate Franchise Agreement.]

(e) **Retraining.** If you fail the Image One Initial Training Program, or if subsequent to opening for business, you receive unsatisfactory inspection reports from us and fail to promptly remedy the deficiencies, or if you fail to attend our annual convention, we may require you and designated employees to attend retraining classes. You must pay us our retraining fee. You are solely responsible for all travel, meals and lodging costs of your attendees. If you lose a Client due to non-performance or Client dissatisfaction, and we deem it in your best interest for you to attend retraining classes, retraining in the areas of deficiency will be required. If retraining is to take place at your location, you will be responsible for travel, meals, and lodging costs that are incurred by Image One personnel.

(f) **Experience of Instructors.** We maintain a training staff. Tim Conn, Director of Training, is responsible for all aspects of the franchise training. We have employed him from the time of our incorporation and he has over 35 years of experience in the cleaning industry. Additional persons that may be involved in training are Steve Conn, Joyce Cannon, Tom McKenna, Maria Aguilar, and Maggie Mitkova. Steve Conn is an Image One Affiliate Franchisee who assists in training and also is involved with the development of the Image One proprietary software. Steve has over 35 years of experience in the cleaning industry. The other trainers have at least 2 years' experience in the subjects they teach.

Conventions

We may conduct annual conventions, which may be national or regional, at a location to be designated by us. Your attendance is mandatory, unless we waive the requirement. You must pay your travel and daily living expenses to attend the conventions. In addition, we will charge you a registration fee for the convention. Whether or not you attend the annual convention, your registration fee will not be refunded. Also, if you do not register, you will be charged the highest registration fee. If you do not attend the annual convention, we may require you to attend refresher training at our corporate offices. You must pay your travel and daily living expenses for this refresher training, plus pay us the Retraining Fee of \$500.

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ITEM 12 – TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We may establish other franchised or company owned locations that may compete with your location.

You are granted a protected but not exclusive Territory, as set forth on Exhibit 1 to the Franchise Agreement. Your Territory will include at least 5,000 businesses. We determine the number of businesses in a particular territory through a demographics service to which we subscribe. The service we currently use InfoUSA. It furnishes us information regarding number of businesses within each zip code, including SIC (standard industry classification) code.

The term “Protected” means that so long as you are in compliance with your obligations under the Franchise Agreement, we will not ourselves operate, nor grant franchises to other to operate, IMAGE ONE Businesses located within your Territory. Your Territory designation is not subject to alteration, either larger or smaller, if the number of businesses in your Territory changes.

You may operate your Image One Franchise anywhere within your Territory. We do not designate a specific location for your franchised business. Our prior written approval is required only if you intend to operate your franchised business from your home, and your home is outside of your Territory. If you operate your franchised business from an office, the office must be within your Territory, but our prior written approval is not required as to its exact location.

You may not actively solicit or engage in marketing activities outside of your Territory. However, you may follow up on bona fide referrals made to you by existing clients or other sources, on potential clients outside of your Territory. Your Territory is not exclusive, since other IMAGE ONE franchisees may provide services to clients located within your Territory, if such clients were a result of referrals to the other franchisees, or if those other franchisees already were servicing those clients at the time you became an IMAGE ONE franchisee.

You are not permitted to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside your Territory.

If you wish to relocate your franchised business, our approval is not required so long as your new location is in your Territory. You must give us notice of your new location.

We have the right to use other channels of distribution, including the Internet, catalog sales, telemarketing or other direct marketing sales, to make sales within the state of your primary residence using the Proprietary Marks or other marks. We are not required to pay you any compensation for soliciting or accepting orders from any customer, including in your Territory.

You may elect to purchase Additional Territories at the time you execute the Franchise Agreement or subsequently. All Additional Territories must be contiguous to your initial Territory or to one of your Additional Territories, so that there are no geographic breaks within your entire Territory. Each Additional Territory will include at least 5,000 businesses. The franchise fee for

Additional Territories will be the same as the then-current franchise fee at the time you purchase Additional Territories. If are purchasing Additional Territories subsequent to your purchase of your initial Territory, you must be in compliance with your obligations under the Franchise Agreement;

Minimum Marketing Expenditure Requirement. For each Territory you have, you must spend a minimum of \$1,500 per month on marketing and advertising we approve. That includes social media, SEO, lead generation, and purchasing leads from 3rd party appointment setters (which may include us). In addition, if you have more than 2 Territories, you must employ a full-time salesperson to conduct marketing and client development for your business.

Minimum Sales Requirements. In order to maintain your protected Territory, you must increase your monthly Gross Billings by an average of 1,000 per month for each Territory you have. The average growth will be calculated over rolling 4-month periods. Once you attain a level of \$50,000 in monthly Gross Billings per Territory, you are not required to continue building your business, so long as you maintain the \$50,000 level. If you fail to meet this Minimum Sales Requirement and fail to cure within 60 days after we give you notice, we have the right to grant another franchise within your Territory, or to terminate this Agreement.

We and our affiliates retain the right, in our sole discretion, to:

- (a) provide, offer and sell and to grant others the right to provide, offer and sell services and products that are identical or similar to and/or competitive with those you provide, whether identified by the Marks or other trademarks or service marks, through dissimilar distribution channels (including the Internet, social networks, catalog sales, telemarketing, or other direct marketing sales), outside the Territory, and on any terms and conditions we deem appropriate;
- (b) operate (and to grant to others the right to operate) businesses offering dissimilar products and services, both inside and outside the Territory, under the Marks, and on any terms and conditions we deem appropriate;
- (c) operate (and to grant others the right to operate) IMAGE ONE Businesses located anywhere outside the Territory, under any terms and conditions we deem appropriate, and regardless of proximity to your Territory;
- (d) acquire the assets or ownership interests of one or more businesses providing products and services that are identical or similar to and/or competitive with those provided by IMAGE ONE Businesses, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Territory), provided that any such businesses that are located in the Territory will not operate under the Marks;
- (e) be acquired (whether through acquisition of assets, ownership interests or

otherwise, regardless of the form of transaction), by a business providing products and services that are identical or similar to and/or competitive with those provided by IMAGE ONE Businesses, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Territory; and

- (f) sell products and provide services, both inside and outside the Territory, which you are not authorized to sell or provide.

As described in Item 1 of this disclosure document, we have types of franchises: The “Affiliate Franchise” and the “Unit Franchise.” This disclosure document is for the offer of the Affiliate Franchise. We offered the Unit Franchise between 2011 and March of 2019, in the Chicago metropolitan area only. We offer Affiliate Franchises anywhere in the United States, including in the Chicago area.

We do not have any present plan or intention to operate or franchise a business under a different trademark that will sell goods or services similar to those you will offer. We reserve the right to do so in the future.

You have no options, rights of first refusal, or similar rights to acquire additional franchises.

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ITEM 13 – TRADEMARKS

Section 2.9 and 5.1 of the Affiliate Franchise Agreement grant to you the right to use the Proprietary Property we designate only in the manner we authorize and permit and only for the operation of your Image One Affiliate Franchise.

Registrations and Applications

The “IMAGE ONE” and “IMAGE ONE FACILITY SOLUTIONS” service marks have been registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”). All required affidavits and renewal applications have been filed.

<u>Mark</u>	<u>Class</u>	<u>Registration Date</u>	<u>Registration Number</u>
IMAGE ONE	37 (janitorial services; cleaning of commercial premises; carpet and rug cleaning, and floor polishing)	November 1, 2011	4,050,674
IMAGE ONE FACILITY SOLUTIONS	37 (same as above)	November 1, 2011	4,050,675
Tagline: A DIFFERENCE YOU CAN SEE	37 (same as above)	June 6, 2017	5,218,401
IMAGE ONE USA	37 (same as above)	June 22, 2021	6,395,572

There are presently no effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court, any pending interference, opposition, or cancellation proceedings involving any of the above-referenced Trademarks. There are no other agreements currently in effect that significantly limit our rights to use or license the use of the Trademarks listed in this section in a manner material to you. There are no infringing uses or superior previous rights known to us that can materially affect your use of the Trademarks in this state of any other state in which the franchised business is to be located. There is no pending material federal or state court litigation regarding our use or ownership rights in any Trademark.

Agreements

There are no agreements currently in effect that significantly limit our rights to use or license the use to franchisees of the Proprietary Marks in any manner material to you.

Your Rights and Obligations with Respect to the Proprietary Property Including the Trademarks

Your rights to use the Proprietary Marks are derived solely from your Affiliate Franchise Agreement and are limited to the operation of your Image One Franchise under your Affiliate Franchise Agreement and all applicable standards, specifications, and operating procedures we require during the Term. Any unauthorized use of the Proprietary Marks is a breach of your Affiliate Franchise Agreement and an infringement of our rights in and to the Proprietary Marks. Your use of the Proprietary Property and any goodwill established by your use inures to our exclusive benefit. The Affiliate Franchise Agreement does not confer any goodwill or other interest in the Proprietary Property to you, other than the right to operate an Image One Affiliate Franchise in compliance with the Affiliate Franchise Agreement. All provisions of the Affiliate Franchise Agreement applicable to the Proprietary Marks will apply to any other trademarks, service marks, commercial symbols, designs, artwork and logos that we adopt, use, authorize and sublicense to you to use during the Term.

You must use the Proprietary Marks as the sole trade identification of your Image One Affiliate Franchise, and must identify your Image One Affiliate Franchise in the form we require as the independent owner of the Image One Affiliate Franchise. You must use all Proprietary Marks and other commercial symbols that we sublicense in full compliance with rules we require. You are prohibited from using any Proprietary Marks (including any further commercial marks we license) in sale of any unauthorized product or service or in any manner we have not explicitly authorized. You cannot use the Proprietary Marks as, or part of, your corporate or partnership name. You must follow our instructions in complying with any fictitious, trade or assumed name statutes for the Image One trade name. You may not use the Proprietary Property as security for any obligation or indebtedness.

Upon any claim of infringement, unfair competition or other challenge to your right to use any Proprietary Marks, or if you become aware of any use of or claims to any Proprietary Marks by persons other than us or our franchisees, you must notify us (within 7 days) in writing. You may not communicate with anyone except us and our counsel in any infringement, challenge or claim except under judicial process. We have sole discretion as to whether we take any action in any infringement, challenge or claim, and the sole right to control any litigation or other proceeding involving any infringement, challenge or claim of any Proprietary Marks. You must sign all instruments and documents, render all assistance, and do all acts that our, IMAGE ONE's attorneys deem necessary or advisable in order to protect and maintain our interest in any litigation or proceeding involving the Proprietary Marks or otherwise to protect and maintain our interests in the Proprietary Marks.

Indemnification of You

We indemnify you against and will reimburse you for all damages that you are held liable in any proceeding involving your use of any Proprietary Property in accordance with the Affiliate Franchise Agreement, provided that you: (a) have timely notified us of the claim; (b) have otherwise complied with the Affiliate Franchise Agreement; and (c) allow us sole control of the defense and settlement of any claim.

Modification

If we deem it advisable, in our sole discretion, to modify or discontinue the use of any Proprietary Mark and/or use one or more additional or substitute names or marks, including due to the rejection of any pending registration or revocation or cancellation of any existing registration of any of our Proprietary Marks or the rights of senior users, you are obligated to do so at your sole expense within 30 days of our request. We are liable solely to reimburse you for your reasonable direct expenses in modifying or discontinuing the use of a Proprietary Mark and substituting a different Proprietary Mark (these expenses may not include any of your expenditures to promote a modified or substitute Proprietary Mark).

ITEM 14 – PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own any rights in any patents material to the Franchise. We do not have any pending patent applications that are material to the franchise.

Copyrights

You are not granted the right to use any item covered by a copyright, but you must use the proprietary information contained in the Manual for your operation of your franchise. Although an application for copyright registration for the Manual has not been filed, we claim a copyright in the Manual and the information contained in the Manual as proprietary and as a trade secret belonging to us. You must treat the Manual and any other manuals created by us as confidential and you must use all reasonable efforts to keep this information secret and confidential. You must also promptly tell us if you learn about any unauthorized use of this proprietary information. We are not required to take any action but will respond to this information as we think appropriate.

The Manuals are loaned to you as discussed in ITEM 11.

There are currently no effective determinations of the United States Copyright Office or any court regarding any of our copyrights, nor are there any currently effective agreements between us and third parties pertaining to our copyrights that will or may significantly limit your use of our copyrighted materials. Upon any infringement of or challenge to your use of any copyrighted work, you are obligated to immediately notify us and we have sole discretion to take any action, as we deem appropriate.

If we deem it advisable to modify or discontinue use of any copyrighted work and/or use one or more new or derivative copyrighted work, you are obligated to do so.

We are required by the Affiliate Franchise Agreement to defend you against any infringement, unfair competition or other claim respecting your use of any copyrighted work.

Under the Affiliate Franchise Agreement, you agree not to contest, directly or indirectly, our ownership, title, right or interest in our copyrights, trade secrets, methods, procedures or any other intellectual property rights that are part of our business or contest our sole right to register, use or license others to use the copyrights, trade secrets, methods, or any other intellectual property right procedures.

There are no infringing uses actually known to us that could materially affect your use of the copyrights in this state or any other state where your Image One Franchise is to be located.

You are prohibited from copying the Manuals. You must keep the Manuals in a secure place at all times. You must also make sure that your copy of the Manuals is kept current and up to date. If there is any dispute concerning the content of the Manuals, the terms of the master copy of the Manuals maintained by us at our home office is controlling.

Confidential Information

The Manuals and other copyrighted materials made available to you contain confidential and proprietary information and are IMAGE ONE's trade secrets. IMAGE ONE possesses and will develop and acquire certain confidential and proprietary information and trade secrets consisting of the following categories of information, methods, techniques, procedures and knowledge we or our franchisees develop (the "Confidential Information") including the following:

- (a) the Manuals;
- (b) all cleaning processes, procedures, and methodologies with respect to which we provide you training, and all training materials relating to such training;
- (c) all business development, marketing, business management, entrepreneurship, and client management processes, procedures, methodologies, and technologies with respect to which we provide you training, and all training materials relating to such training;
- (d) all technologies, software, source code and object code regarding which we provide access to you, whether directly or indirectly;
- (e) all client information, including without limitation, client services dates, pricing extended to clients, and client preferences;
- (f) all pricing information, including client estimating and pricing processes, procedures, and methodologies;
- (g) all other training and materials relating to such training that we provide to you;
- (h) all non-public financial and business information relating to Image One and/or its other franchisees; and
- (i) all other information, knowledge, know-how and technologies that we designate as confidential, proprietary or trade secrets or that reasonably should be

understood by you to be information that is confidential, proprietary, or a trade secret.

We may disclose to you parts of the Confidential Information as are required for the operation of the Image One Affiliate Franchise during the Image One Training Program in the Manuals, and in guidance and assistance furnished to you during the Term, and you may learn additional Confidential Information during the Term. You may not, at any time, communicate, divulge or use any confidential information, trade secrets, knowledge or know-how concerning the methods of operation of the franchise which you learn, including client information, product information, sales information, pricing information and merchandising systems. You may divulge the Confidential Information only to those of your employees that must have access to it in order to perform their specific duties. Any information, knowledge, know-how or techniques, including drawings, materials, equipment, specifications, techniques and other data which we mark as confidential, and any information, knowledge or know-how which comes from an analysis of this data is confidential, except information which you can show came to your attention before it was given to you by us or which is publicly known.

All persons whom you permit to have access to the Manuals or any other Confidential Information, must first sign our form of confidentiality agreement. These agreements must identify us as third party beneficiaries with the independent right to enforce them.

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

We require your personal participation in the day-to-day operation of your Image One Affiliate Franchise. Since you must personally participate in the day-to-day operation of your business, you will not have an on-premises supervisor.

You are not our employee but you are in business for yourself, subject to our rights under your Affiliate Franchise Agreement.

The Franchisee must be a corporation, limited liability company, or partnership, and each shareholder, member or partner must sign an agreement guaranteeing all of your obligations under the Affiliate Franchise Agreement.

Your manager, if he or she has access to the Manuals or any other Confidential Information, must first sign our form of confidentiality agreement. These agreements must identify us as third party beneficiaries with the independent right to enforce them.

You and your spouse, or, if you are a corporation, limited liability company or other entity, then each person owning an equity or voting interest in the entity, and his or her spouse must sign the Guaranty of Franchise Agreement attached to the Franchise Agreement.

You purchase only the right to service Clients, and not the Clients themselves. The customer contracts are between you and the Clients, but with a provision requiring Clients to make payments to us as your billing agent.

ITEM 16 – RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may use your Image One Affiliate Franchise only for the operation of your Image One Affiliate Franchise. You must sell or offer for sale only the products, services and other items as meet our uniform standards of quality and quantity, as we have expressly approved in the Manuals or otherwise in writing. You must offer for sale all approved products and services; must refrain from any deviation from our standards and specifications for providing or selling the approved products and services without our written consent; and must discontinue selling and offering for sale any items as we, in our discretion, disapprove in writing. We have the right to change the authorized products and services at any time.

You may only sell Authorized Services to Clients in your Area of Operation. You must have sufficient commercial general liability and workers compensation insurance that has the appropriate endorsements to include coverage of the additional services you provide in your business. You must also comply with all state and local requirements, including licensing, permits, and any other items that are required to legally perform said services. Other than those requirements, we do not impose any restrictions on goods and services that you offer for sale.

Sale of products and services to your affiliates, if any, must be on terms regularly applicable to your nonaffiliated customers, and in all cases must be at arm’s-length.

For Accounts that you obtain on your own, you may determine the prices that you charge for products and services.

For Regional or National Accounts obtained by Image One, you are subject to the pricing established by Image One.

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.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 16.1	The initial term of the Franchise Agreement is 15 years beginning on the Agreement

Provision	Section in Franchise Agreement	Summary
		Date.
b. Renewal or Extension of the Franchise	Section 16.2	You have the right to renew for an unlimited number of additional terms of 15 years each, if you meet the requirements for renewal.
c. Requirements for Franchisee to Renew or Extend	Section 16.2 ⁽¹⁾	<ol style="list-style-type: none"> 1. You must give us written notice of your intention to exercise the option between 9-12 months before the end of the Term; 2. You must not be in default of your Franchise Agreement or any other agreement with us; 3. You must sign and deliver to us a Successor Image One Franchise Agreement; 4. You must comply with all other requirements we impose under the Successor Image One Franchise Agreement; and 5. You must sign a general release of all claims against us, and their respective officers, directors, shareholders, agents and employees. 6. The renewal agreement may contain materially different terms and conditions than your original contract, but the royalty fee will not be greater than the royalty fee that we then impose on similarly-situated renewing franchisees
d. Termination by Franchisee	Section 11.1	If you are in substantial compliance with the Franchise Agreement, and we materially breach the Franchise Agreement and fail to cure the breach within a reasonable time (at least 60 days), after written notice of breach is delivered to us, you may terminate the Franchise Agreement.
e. Termination by Franchisor Without Cause	Not Applicable	Not Applicable
f. Termination by Franchisor With Cause	Sections 11.2, 11.3 and 11.4	We may only terminate your Franchise Agreement with cause.
g. "Cause" defined – curable defaults	Section 11.4	Any default other than those specified in Sections 11.2 and 11.3 of your Franchise Agreement may be cured within 30 days of written notice from us of the default.
h. "Cause" defined – non-curable defaults ⁽²⁾	Sections 11.2 and 11.3	<p>The following defaults may not be cured:</p> <ol style="list-style-type: none"> 1. Insolvency or general assignment for creditors; 2. Filing in bankruptcy;

Provision	Section in Franchise Agreement	Summary
		<ul style="list-style-type: none"> 3. Adjudication of bankruptcy; 4. Filing for appointment of a receiver or custodian; 5. Appointment of a receiver or custodian; 6. Filing for composition with creditors; 7. Judgment of \$5,000 or more remains unsatisfied; 8. Execution of levy; 9. Filing of foreclosure suit; 10. Sale of your assets after levy; 11. Abandonment; 12. Threat to public safety remains uncorrected; 13. Failure to maintain cleanliness or sanitation; 14. Conviction of any offense that might materially adversely affect the System; 15. You deny us our right of inspection or audit; 16. You engage in deleterious conduct; 17. Unauthorized assignment; 18. Breach of confidentiality or non-competition provisions of your Franchise Agreement; 19. You knowingly maintain false books or records; 20. You misuse any of the Proprietary Property;
		<ul style="list-style-type: none"> 21. 3 or more notices of default for same or similar default during any 12 consecutive months; 22. If you lose or voluntarily cease service to all Clients you have agreed to service, and subsequently fail to complete retraining within 90 days of notice to attend retraining; 23. If you stop service to contracts assigned to you and decline all subsequent offers of contracts by us for a period of 360 days after the last date of service to a Client; 24. You knowingly submit false or inaccurate evaluations, inspections or other documents; or 25. If we are unable to contact you because you have vacated and failed to inform our office.
i. Franchisee’s obligations	Subsection 13.1(b),	You must:

Provision	Section in Franchise Agreement	Summary
on termination/non-renewal	ARTICLE 12 ⁽²⁾	<ol style="list-style-type: none"> 1. Not compete with us or any of our franchisees for 24 months after the end of your Affiliate Franchise Agreement. 2. Indemnify us from any losses or damages we sustain as a result of your Image One Affiliate Franchise; 3. Maintain confidentiality of all our Confidential Information; 4. Cease operating your Image One Affiliate Franchise; 5. Pay all amounts you owe to us; 6. Comply with our option to purchase your Image One Affiliate Franchise; 7. Distinguish your business from any indicia of the System; 8. Avoid unfair competition with us; 9. Return all Proprietary Property to us; 10. Return all our equipment; 11. Discontinue use of Trademark; and 12. Pay us liquidated damages.
j. Assignment of contract by Franchisor	Section 10.1	There are no restrictions on our right to assign our interest in your Affiliate Franchise Agreement.
k. “Transfer” by Franchisee – definition	Sections 10.2 and 10.3	Transfer means any sale, assignment, transfer, conveyance or gift, whether voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, of any direct or indirect interest in your Affiliate Franchise Agreement or in your Image One Affiliate Franchise. A transfer of less than 25% of the voting rights or ownership interests in the above and a transfer to any other original owner of your Image One Affiliate Franchise is not considered a transfer.
l. Franchisor’s approval of transfer by Franchisee	Sections 10.2 and 10.3	We have the right to approve or disapprove any transfers.
m. Condition of Franchisor’s approval of transfer	Sections 10.2 and 10.3	<ol style="list-style-type: none"> 1. You are not in default under any agreement you have with us; 2. You must sign a general release of us; 3. The transferee may not have any other business that competes with us or any Image One Affiliate Franchise; 4. The transferee must assume your Affiliate Franchise Agreement; 5. You or the transferee must pay a transfer fee of the greater of \$5,000 or 10% of the

Provision	Section in Franchise Agreement	Summary
		sale price; 6. We must interview and approve the transferee; 7. The transferee must satisfactorily complete our application procedures; 8. The transferee must properly assume all your obligations; 9. The transferee must successfully complete the Image One Training Program, and; 10. We must approve of the proposed terms of sale or other factors involved in the transfer.
n. Franchisor's rights of first refusal to acquire Franchisee's business	Not Applicable	We have no right of first refusal to purchase your Affiliate Franchise.
o. Franchisor's option to purchase Franchisee's business	Not Applicable	We have no right to purchase your Affiliate Franchise.
p. Death or disability of Franchisee	Section 10.3	You must; 1. Provide a replacement manager satisfactory to us; and 2. Upon your death, Image One Affiliate Franchise must be transferred within 6 months of your death in accordance with the transfer provisions of your Affiliate Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Subsection 13.1(a)	You may not: 1. Influence any of our business affiliates to modify their relationship with us; 2. Have any involvement with any Competitive Business; 3. Solicit or accept orders from Clients currently being serviced by another IMAGE ONE Affiliate Franchisee or Unit Franchisee; or 4. Interfere with our business or any of our other franchisees.
r. Non-competition covenants after the franchise is terminated or expires ⁽³⁾	Subsection 13.1(b)	You may not, for 24 months after the end of your Affiliate Franchise Agreement: 1. Influence any of our business affiliates to modify their relationship with us; 2. Have any involvement with any Competitive Business; 3. Solicit or accept orders from Clients currently being serviced by another IMAGE ONE Affiliate Franchisee or

Provision	Section in Franchise Agreement	Summary
		Unit Franchisee; or 4. Interfere with our business or any of our other franchisees.
s. Modification of the agreement	Sections 6.3, 18.2 and 18.3	Your Affiliate Franchise Agreement may not be modified without the consent of both you and us except: 1. We may change the contents of the Manuals; 2. We may modify the System; and 3. A court may modify any provision of your Affiliate Franchise Agreement in accordance with applicable law.
t. Integration/Merger Clause	Sections 15.1 and 18.16	Only the terms of the franchise agreement and related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure documents and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 18.9	Mandatory and Binding Arbitration: Arbitration to be held at the office of the American Arbitration Association nearest DuPage County, Illinois (subject to state law).
v. Choice of forum	Section 18.9	The United States District Court for Northern District of Illinois, or if such court lacks subject matter jurisdiction, the State Court in DuPage County, Illinois. These provisions may be subject to applicable state law.
w. Choice of law	Section 18.14	Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or the United States Arbitration Act (9 U.S.C. Section 1 et seq.), the Affiliate Franchise Agreement is interpreted under the laws of Illinois. These provisions may be subject to applicable state law.

ITEM 18 – PUBLIC FIGURES

IMAGE ONE does not use any public figure to promote our franchise.

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ITEM 19 – FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

There are 5 separate tables in this Item 19:

Table 1A discloses the Monthly Gross Billings for ~~2024~~2023 and Total Annual Gross Billings for ~~14~~15 full-time franchisees.

Table 1B discloses the Monthly Gross Billings for ~~2024~~2023 and Total Annual Gross Billings for 5 part-time franchisees.*

Table 2 discloses the Monthly Gross Profit ~~2024~~2023 for ~~10~~13 Image One Franchisees.

Table 3A discloses the first 12 months in business for ~~13~~12 franchisees who began as full-time operators.

Table 3B discloses the first 12 months in business for ~~6~~8 franchisees that began as part-time operators.*

~~*The reason there~~*There are a different number of full-time franchisees in Tables 1A and 3A, as well as a different number of part-time franchisees in Tables 1B and 3B. This is because certain ~~of the~~ franchisees who began as part-time switched to full-time, and others who began as full-time switched to part-time, ~~for a net change of one fewer part-time franchisee in Table 1B than in 3B.~~

Tables 1A and 1B (Billing by Month) include ~~19~~20 of the ~~20~~ 23 Image One Franchisees who were in operation as of December 31, ~~2024~~2023. (The ~~20th~~remaining 3 franchisees completed their training at the Image One Headquarters in ~~late November 2024 but did not service any clients 2023 and didn’t begin operations in 2023.~~2024. Tables 1A and 1B show the actual total monthly billing for each month in ~~2023~~2024 for each of the ~~19~~20 Franchisees. It also shows the total billing in ~~2023~~2024 for each Franchisee, the average billing over the 12 months in ~~2023~~2024, and the number of clients each Franchisee had at the end of ~~2023~~2024. The information included in Tables 1A and 1B below is based on data we obtained from the Image One billing system.

Table 2 includes the ~~10~~13 Franchisees who voluntarily furnished the following data to us: for the month of December ~~2023~~2024, their billing, the fees they paid to us, and their cost of goods sold (COGS) based on the actual compensation arrangement with the franchisees’ employees. The information included in Table 2 is based on data furnished by the Franchisees. The information

requested was for the period of December ~~2023~~2024, but some franchisees may have furnished more current information.

Tables 3A and 3B disclose the Gross Billings for ~~1920~~ of the ~~2023~~ current franchisees during their first 12 months after signing their franchise agreement, completing their initial training and satisfying their pre-opening requirements. (The ~~20th remaining 3 franchisees~~ completed ~~their~~ training at the Image One Headquarters in ~~late November 2023 and didn't begin operations~~2024 ~~but did not service any clients~~ in ~~2023~~2024.

Prior to 2019, we did not grant any territories to franchisees. Franchisees prior to that time represented in this Item 19 were able to obtain clients at any location, and were not restricted as to where their clients were located.

The Franchisees in all the Tables are identified as “Franchisee #1” through “Franchisee #20.” We used the same numbering for each franchisee all the tables. For example, Franchisee #1 in Table 1 is Franchisee #1 in Table 2 and Table 3.

The financial performance information being made is an historical representation based on the past performance of existing outlets. The Tables do not include any company-owned (there are none) or any franchisees who closed their businesses in ~~2023~~2024. During the ~~2023~~2024 Fiscal Year, ~~32~~ Image One franchisees closed their businesses. The information was collected by us as described above, but has not been independently audited or verified.

Insert Table 1A (3 pages)

Insert Table 1B (1 page)

Insert Information about Tables 1A and 1B (the # and % sheet) (1 page)

Insert Table 2 (1 page)

Information about Table 2

The information furnished for each of the ~~4013~~ Franchisees is as follows: ~~their~~Their total billing in the month of December ~~2023~~2024, the fees they paid to us, and their cost of goods (actual compensation arrangement with the franchisees' employees). The information included in Table 2 is based on data furnished by the Franchisees.

Notes to Table 2

1. The Gross Billing to the Clients is established by the Franchise Owner and or Image One on behalf of the franchisee. It is set forth in the customer contract.
2. Image One Fees. The fees the Franchisees pay to us include royalties, administrative fees, advertising fees, and a \$2 charge per client per month for a surety bond. ~~It also includes the PAPO (Payment Assurance Program Option) fees for those Franchisees who elect to participate in that program.~~
3. The Cost of Goods ("COGS") is based on the Franchise Owner's actual compensation arrangement with its employees. ~~The COGS also includes the Franchise Owner's total estimated employee tax liability (workers compensation, FICA, Medicare, and unemployment). The total estimated employee tax liability is 10% of the direct labor cost, and the estimated workers compensation has been provided by each franchisee.~~
4. The Gross Profit is calculated by subtracting ~~from the 2023 Gross Billing~~ the Image One Fees and the COGS. ~~from the 2024 Gross Billing.~~
5. The Gross Profit % is calculated by dividing the Gross Profit dollar amount by the total ~~2023~~2024 Gross Billing.

Insert Tables 3A and 3B, and the # and % sheet for Tables 3 (3 pages)

Material Assumptions and Bases

1. The Image One Affiliate Franchised businesses represented in the Table above operate businesses similar to the Image One Affiliate concept being offered in this disclosure document.
2. The term “Gross Billing” means the entire amount of all of the franchisee’s revenues from the ownership or operation of the IMAGE ONE Affiliate Franchise including revenues from regular janitorial services, revenues from janitorial services performed outside the monthly contract specifications revenues from janitorial services performed on a one-time basis, and revenues from Additional Business including the proceeds of any business interruption insurance, whether the revenues are evidenced by cash, credit, checks, gift certificates, scrip, coupons and premiums (unless exempted by us), services, property or other means of exchange, excepting only the amount of any sales taxes that are collected and paid to the taxing authority. Cash refunded and credit given to Clients (except credit for missing cleaning days) and receivables uncollectable from Clients will be deducted in computing Gross Revenues to the extent that the cash, credit or receivables represent amounts previously included in Gross Revenues where Royalty Fees and other amounts were paid. “Gross Billing” is the same as “Gross Revenue” as that term is defined in the Image One Affiliate Franchise Agreement attached to this Franchise Disclosure Document.
3. The Franchises included in this Item 19 use a uniform system for reporting their revenue to us.
4. All the Franchisees represented in this Item 19 were in operation as of December 31, ~~2023~~2024.
5. No Certified Public Accountant has audited these figures or expressed an opinion with regard to their contents or form. The amounts have not been audited or reviewed for reasonableness by independent auditors.
6. The financial performance representation figures do not include any expenses that any business would incur, including cost of goods, rent, inventory, advertising, telephone, utilities, supplies, training, repairs, permits, and other expenses. The figures shown do not represent net income. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. We also encourage you to contact existing Image One Affiliate Franchisees to discuss their experiences with the system and their businesses. Existing franchisees are your best source of information.
7. Written substantiation of the data we used in prepared this statement will be made available upon reasonable request.
8. Other than the preceding financial performance representation, Image One Facility Solutions, Inc does not make any financial performance representations. 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 Tim Conn at

3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008, phone: (630) 616-1010, the Federal Trade Commission, and the appropriate state regulatory agencies.

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

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Item 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1 (Affiliate Model)

Outlet Summary

For years ~~2021~~2022 to ~~2023~~2024 (all figures as of December 31)

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022 2021	1018	1820	82
	2022 2023	1820	20	20
	2023 2024	20	2023	03
Company- Owned	2022 2021	0	0	0
	2023 2022	0	0	0
	2023 2024	0	0	0
Total Outlets	2022 2021	1018	1820	82
	2023 2022	1820	20	20
	2023 2024	20	2023	03

Table No. 2 (Affiliate Model)

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

For years ~~2021~~2022 to ~~2023~~2024 (all figures as of December 31)

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Illinois and Totals	2022 2021	0
	2023 2022	0
	2023 2024	0

The remainder of this page is left blank intentionally

Table No. 3 (Affiliate Model)
Status Franchised Outlets
For years ~~2021~~2022 to ~~2023~~2024 (all figures as of December 31)

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Colorado	2022 2024	1	0	0	0	0	0	1
	2022 2023	1	0	0	0	0	0	1
	2023 2024	1	0	0	0	0	0	1
Florida	2022 2024	<u>21</u>	<u>02</u>	0	0	0	<u>10</u>	<u>13</u>
	2023 2022	<u>13</u>	<u>20</u>	0	0	0	0	3
	2023 2024	3	0	0	0	0	0	3
Illinois	2022 2024	<u>515</u>	<u>100</u>	<u>01</u>	0	0	0	<u>1514</u>
	2022	<u>15</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>14</u>
	2023	14	<u>20</u>	0	0	0	<u>20</u>	14
	2024	<u>14</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>12</u>
Louisiana	2022	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2023	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Michigan	2021 2024	<u>10</u>	<u>01</u>	0	0	0	0	1
Michigan	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	1	0
Ohio	2021 2024	0	0	0	0	0	0	0
Ohio	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Tennessee	2021 2022	0	0	0	0	0	0	0
	2022	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2023	0	0	0	0	0	0	0
	2024	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Texas	2021 2022	<u>10</u>	<u>01</u>	0	0	0	<u>10</u>	<u>01</u>
	2022 2023	<u>01</u>	1	0	0	0	0	<u>12</u>
	2024	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Virginia	2022	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2023	<u>10</u>	<u>10</u>	0	0	0	0	<u>20</u>
	2024	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Wisconsin	2022	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2023	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Totals	2021 2024	<u>100</u>	<u>102</u>	0	0	0	<u>20</u>	<u>182</u>
Totals	2022	18	3	1	0	0	0	20
	2023	20	3	0	0	0	30	20
	2024	<u>20</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>23</u>

Table No. 4 (Affiliate Model)
Status of Company-Owned Outlets
For years ~~2021~~2022 to ~~2023~~2024 (all figures as of December 31)

Col.1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
Illinois	2021 2022	0	0	0	0	0	0
and	2023 2023	0	0	0	0	0	0
Totals	2023 2024	0	0	0	0	0	0

Table 5 (Affiliate Model)
Projected Openings For One-Year Period Beginning January 1, ~~2024~~2025

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPEN	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT YEAR	PROJECTED COMPANY OWNED OUTLETS IN THE NEXT FISCAL YEAR
Georgia	0	1	0
Florida	0	<u>12</u>	0
Illinois	0	2	0
Ohio	0	1	0
Texas	0	<u>21</u>	0
Virginia	0	<u>10</u>	0
TOTAL	0	<u>87</u>	0

Exhibit C contains the name, addresses and telephone numbers of all franchisees of Image One under an Affiliate Franchise Agreement with Image One as of December 31, ~~2023~~(~~2024~~ (23)).

Exhibit D contains the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of all Affiliate Franchisees (32) of Image One that have been terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year (~~2023~~2024), or who have not communicated with us within 10 weeks of the effective date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Within the last 3 fiscal years, we have on occasion in certain circumstances entered into agreements

containing confidentiality clauses signed with former franchisees. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us.

There are no trademark-specific franchisee organizations associated with the franchise system offered in this Franchise Disclosure Document.

ITEM 21 – FINANCIAL STATEMENTS

Our Financial Statements

Attached in this Exhibit E are the audited financial statements of Image One Facility Solutions, Inc. for the years ended December 31, ~~2023~~2024, December 31, ~~2023~~2022, and December 31, ~~2021~~2022.

Our fiscal year ends December 31.

ITEM 22 – CONTRACTS

The following contracts, agreements and other relevant documents are attached as Exhibits to this Franchise Disclosure Document:

Exhibit B of this Disclosure Document is the IMAGE ONE AFFILIATE FRANCHISE AGREEMENT

The following are the exhibits attached to the IMAGE ONE AFFILIATE FRANCHISE AGREEMENT:

- Exhibit 1 - Territory Designation, Additional Territory Fee, Minimum Marketing Expenditure Requirement
- Exhibit 2 - Training Acknowledgment
- Exhibit 3 - List of Office and Marketing Materials Provided To You
- Exhibit 4 - Collateral Assignment Of Cleaning Accounts And Customer Contracts
- Exhibit 5 - Promissory Note for Veterans, Active Duty Military, and First Responders
- Exhibit 6 - Personal Guaranty
- Exhibit 7 - Security Agreement
- Exhibit 8 - Uniform Commercial Code Financing Statement
- Exhibit 9 - Payment Assurance Program Option Plan Contract (PAPO)

In addition, if you qualify for a Veterans, Active Duty Military, and First Responders Incentive, you will sign the Incentive Addendum, Exhibit G.

Exhibit H of this Disclosure Document are the State Addenda for Illinois, Indiana, Maryland, Michigan (in front of FDD), Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

Exhibit I of this Disclosure Document is the Franchisee Disclosure Questionnaire. The following language is required by the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments, as it relates to Exhibit I to this FDD, the Franchisee Disclosure Questionnaire.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise

Exhibit J of this Disclosure Document is the Renewal Addendum that applies to you only if you are an existing IMAGE ONE franchisee and are renewing your franchise agreement for another term.

ITEM 23 – RECEIPT

You will find copies of a detachable receipt at the very end of this Disclosure Document.

The remainder of this page is left blank intentionally

EXHIBIT A

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

California:

Commissioner of the Department
of Financial Protection and
Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677

Hawaii:

Commissioner of Securities,
Dept. of Commerce and Consumer
Affairs, Business Registration Div.,
Securities Compliance Branch
335 Merchant St., Rm. 203
Honolulu, HI 96813-2921
(808) 586-2722

Illinois:

Office of the Attorney General
Franchise Division
500 S. 2nd St.
Springfield, IL 62701-1771
(217) 782-4465

Indiana:

Indiana Securities Division
Franchise Section
302 W. Washington St., Rm. E111
Indianapolis, IN 46204-2738
(317) 232-6681

Maryland:

Office of the Attorney General
Division of Securities
200 Saint Paul Pl.
Baltimore, MD 21202-2020
(410) 576-6360

Michigan:

Michigan Attorney General
Consumer Protection Division
PO Box 30213
Lansing, MI 48909-7713
(517) 373-7117

Minnesota:

Commissioner of Commerce
85 7th Pl. E., Ste. 280
Saint Paul, MN 55101-3165
(651) 539-1600

New York:

NYS Department of Law
Investor Protection Bureau
28 Liberty St., 21st Flr.
New York, NY 10005-1495
(212) 416-8222

North Dakota:

Securities Department
600 E. Boulevard Ave., 5th. Flr.
Bismarck, ND 58505-0510
(701) 328-4712

Rhode Island:

Dept. of Business Regulations
Division of Securities
1511 Pontiac Ave., Bldg. 69-1
Cranston, RI 02920-4407
(401) 462-9527

South Dakota:

Division of Insurance
Securities Regulation

124 S. Euclid Ave., Ste. 104
Pierre, SD 57501-3168
(605) 773-3563

Virginia:

State Corporation Commission
Div. of Securities & Retail Franchising
1300 E. Main St., 9th Flr.
Richmond, VA 23219-3630
(804) 371-9051

Washington:

Dept. of Financial Institutions
Securities Division
150 Israel Rd. SW
Tumwater, WA 98501-6456
(360) 902-8760

Wisconsin:

Securities Division
201 W. Washington Ave., Ste. 300
Madison, WI 53703-2640
(608) 266-8557

AGENTS FOR SERVICE OF PROCESS

California:

Commissioner of the Department
of Financial Protection and
Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677

Hawaii:

Hawaii Commissioner of Securities,
Dept. of Commerce and Consumer
Affairs, Business Registration Div.
335 Merchant St., Rm. 205
Honolulu, HI 96813
(808) 586-2744

Illinois:

Illinois Attorney General
500 S. 2nd St.
Springfield, IL 62701
(217) 782-4465

Indiana:

Indiana Secretary of State
200 W. Washington St., Rm. 201
Indianapolis, IN 46204
(317) 232-6681

Maryland:

Maryland Securities Commissioner
200 Saint Paul Pl. Baltimore,
MD 21202
(410) 576-6360

Michigan:

Michigan Corporation & Securities Bureau
Department of Commerce
6546 Mercantile Way
Lansing, MI 48911
(517) 373-7117

Minnesota:

Minnesota Commissioner of Commerce
85 7th Pl. E., Ste. 280
Saint Paul, MN 55101
(651) 539-1600

New York:

New York Secretary of State
One Commerce Plaza
99 Washington Ave., 6th Flr.
Albany, NY 12231-0001
(518) 473-2492

North Dakota:

North Dakota Securities Commissioner
600 E. Boulevard Ave., 5th. Flr.
Bismarck, ND 58505
(701) 328-4712

Rhode Island:

Director, Rhode Island Department of
Business Regulations
1511 Pontiac Ave., Bldg. 69-1
Cranston, RI 02920
(401) 462-9527

South Dakota

Division of Insurance
Securities Regulation
124 S. Euclid Ave., Ste. 104
Pierre, SD 57501 3168
(605) 773-3563

Virginia:

Clerk, Virginia State Corporation
Commission
1300 E. Main St., 1st Flr.
Richmond, VA 23219
(804) 371-9733

Washington:

Dept. of Financial Institutions
Securities Division – 3rd Flr.
150 Israel Rd. SW Tumwater, WA 98501
(360) 902-8760

Wisconsin:

Administrator, Wisconsin
Division of Securities
201 W. Washington Ave. Madison, WI 53703
(608) 261-9555

Exhibit B

Affiliate Franchise Agreement

Insert FA

EXHIBIT C
to FRANCHISE DISCLOSURE DOCUMENT

Current Affiliate Franchisees as of December 31, ~~2023~~ (2024 (23))*

*Number of Affiliate Franchises who have signed a Franchise Agreement, but have not yet opened for business: None (0)

Current Affiliate Franchisees as of December 31, 2024 (23)

COLORADO

Highlands Ranch

Steve Conn (2016)
815-378-3260
8650 Gold Peak Dr
Unit C
Highlands Ranch, CO 80130

FLORIDA

Cape Coral

Maria Stella Lacopo (2022)
Pat Rossi
514-792-3701
10864 Tiberio Dr
Fort Myers, FL 33913

Naples

Nikko Conn (2016)
847-867-1223
17133 Ashford Terrace
Fort Myers, FL 33967

Fort Myers

Anthony Conn(2023)
847-652-1223
19921 Beverly Park Rd
Estero, FL 33928

ILLINOIS

AlgonquinInsert Exhibit C—list of current franchisees

Jason Jones (2023)
312 231-5729
500 Beach Dr
Algonquin, IL 60102

Belvidere

Michael Avila (2023)
815-978-6079

805 Bethany Dr
Belvidere, IL 61008

Berwyn

Efren Lopez(2011)
847-833-5800
2534 S. Cuyler Ave
Berwyn, IL 60402

Elgin

Andy Avila(2018)
630-453-9671
3673 Open Pkwy
Elgin, IL 60124

Hampshire

Jason Avila (2011)
847-361-8061
45W224 Sumac Ln
Hampshire, IL 60140

Itasca

Lawrence Corso (2021)
312-888-1005
513 N. Willow Rd
Itasca, IL 60143

McHenry

Montez General Services(2011)
815-403-4133
1012 N. Ridge Rd
McHenry, IL 60050

Montgomery

Santiago Rivas (2013)
786-216-9882
40 Aldon Road
Montgomery, IL 60538

Norridge

Lidia Rodriguez Corona(2011)
773-206-0635

4316 N. Oriole
Norridge, IL 60706

-

North Chicago

Felipe Arrieta(2011)
224-572-7545
1810 16th St
North Chicago, IL 60064

-

Palatine

Taesung(Paul) Oh(2014)
847-418-1666
2028 N. Rand Rd #101
Palatine, IL 60074

-

Romeoville

Rafal Pyzowski (2015)
630-746-7126
449 Rachel Circle
Romeoville, IL 60446

-

-

LOUISIANA

-

Youngsville

Miguel A Delgado (2024)
314 Breezy Ln
Youngsville, LA 70592

-

OHIO

-

South Lebanon

Vishakhaben Patel (2024)

5332 Little Turtle Drive
South Lebanon, OH 45065

-

TEXAS

-

Fort Worth

Damen Miller(2023)
817-521-5310
7444 Anderson Blvd
Fort Worth, TX 76120

-

Magnolia

Kevin Kahn(2022)
832-623-1216
40223 S. Hill Pass
Magnolia, TX 77354

-

VIRGINIA

-

Virginia Beach

Vincent Edwards (2024)
1253 Glyndon Dr
Virginia Beach, VA 23464

-

WISCONSIN

-

Delavan

Jaret Garcia (2024)
518 N Terrace St
Delavan, WI 53115

-

Milwaukee

Nicole Quiles (2024)
1433 North Water Street
Suite#400 & #500
Milwaukee, WI 53202

Exhibit D

Former Affiliate Franchisees as of December 31, ~~2023~~(2024) (2)

Franchisees terminated or closed within the last fiscal year (~~2023~~2024) or who have not communicated with us within 10 weeks of the issuance date of this disclosure document.

ILLINOIS

Oswego

Julio Fabian

~~708-369-2963~~

~~279 Williton Way~~

~~Oswego~~ Joliet

Charles McNeely(2011)

815-715-5439

107 S. Midland Ave

Joliet, IL ~~60543~~60435

Rick Robinson

~~630-383-182~~

~~408 Knights Bridge Ct~~

~~Oswego~~ Woodstock

Lindsay Cannon

(815) 451-3134

912 N Madison St

Woodstock, IL ~~60543~~60098

MICHIGAN

Clinton Township

Ron Bishop

~~248-885-6751~~

~~34355 Maynard Street~~

Clinton Township, MI 48035

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EXHIBIT E
Financial Statements of Image One Facility Solutions, Inc.

Attached in this Exhibit E are the audited financial statements of Image One Facility Solutions, Inc. for the years ended December 31, ~~2023~~2024, December 31, ~~2023~~2022, and December 31, ~~2024~~2022.

Insert audited FS for 2021 – 2023 (newest to oldest) [Insert full Audit into the PDF](#)

**IMAGE ONE FACILITY SOLUTIONS, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2024**

Exhibit F

Table of Contents to Operations Manual

Exhibit F – TOC for Manual – insert from 2022 with 239 pages [UPDATE with new TOC 213 pages](#)

[R:\59000s\59000 - 59099\59044 - Image One\FDD 2024\FDD Affiliate 2024.004.docx](#)[R:\59000s\59000 - 59099\59044 - Image One\FDD 2025\FDD Affiliate 2025.001a blackline from FDD Affiliate 2024.004.docx](#).[001 Multistate](#)

**Exhibit G to
FRANCHISE DISCLOSURE DOCUMENT**

**VETERANS, ACTIVE DUTY MILITARY, AND FIRST RESPONDERS
INCENTIVE ADDENDUM TO AFFILIATE FRANCHISE
AGREEMENT**

THIS VETERANS, ACTIVE DUTY MILITARY, AND FIRST RESPONDERS INCENTIVE ADDENDUM dated _____, is to a Franchise Agreement dated _____, by and between IMAGE ONE FACILITY SOLUTIONS, INC. ("Franchisor" or "We" or "Us"), an Illinois corporation with principal offices located at 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008, and _____ ("Affiliate Franchisee" or "you"), whose principal address is _____.

RECITALS

- A. Contemporaneously with this Addendum, we and you are entering into a Franchise Agreement ("Affiliate Franchise Agreement"), pursuant to which we are granting you an Image One franchise in the State of _____.
- B. We provide support to veterans, active duty military members, and First Responders ("Eligible Persons") by offering all qualifying 1 of 3 incentive programs ("Veterans, Active Duty Military and First Responders Incentives").
- C. We are a member of the International Franchise Association ("IFA") and participate in the IFA's VetFran Program. We offer an Incentive Program described below to veterans of the U.S. Armed Forces who meet the requirements of the VetFran Program.
- D. To qualify as an active duty military member, you must furnish us documentation establishing that status.
- E. To qualify for as a First Responder, you must be a person with specialized training who is among the first to arrive and provide assistance at the scene of an emergency, such as an accident, natural disaster, or other catastrophic events. First Responders include paramedics, emergency medical technicians, police officers, sheriffs, and firefighters.
- F. You wish to receive one of the Incentives described in Paragraph 2 below.
- G. This Veterans, Active Duty Military and First Responders Incentive Addendum modifies the Affiliate Franchise Agreement executed by you and us to incorporate the Incentive marked by you in Paragraph 2 below.

In consideration of the mutual and several covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereto agree as follows:

1. You have represented that you are an “Eligible Person” by meeting the requirements set forth in Paragraphs C, D, or E above. Specifically, you are:

- _____ Veteran
- _____ Active Duty Military
- _____ First Responder

1. The Incentive Programs that we offer are as follows. You have initialed the one incentive that you wish to benefit from.

<u>Option</u>	<u>Initial Selected Incentive</u>	<u>Description of Incentive</u>
i	_____	A cash discount of \$ 6,250 <u>7,950</u> from the Initial \$ 293 <u>9</u> ,750 Franchise Fee on condition that payment of \$23,500 is made as a lump sum when you sign the Franchise Agreement
ii	_____	Our working with you in marketing and selling to assist you to attain \$5,000 in monthly recurring revenue. We do not guarantee to work with you indefinitely, but we will commit to work with you for a reasonable period of time until you have reached \$5,000 in monthly revenue. The cash Initial Franchise Fee is \$ 293 <u>9</u> ,750 under this program, and the financing terms are as set forth in Item 10 of this disclosure document.
iii	_____	Financing assistance in the form of waiving the finance charge. You must pay a down payment of \$ 14 <u>24</u> ,750, with the balance of \$15,000 being paid over 30 months at \$500 a month. If this program is selected, the finance terms described in Paragraph 3 will apply.

2. The finance terms for Eligible Persons who select this incentive are as follows:

- (l) Amount if paid in full: \$~~293~~9,750.00
- (m) Amount if financed: \$~~293~~9,750.00
- (n) Finance charge: \$0
- (o) Amount financed: \$15,000.00

- (p) Down payment: \$~~1424~~,750.00
- (q) Term: 30 months
- (r) Interest Rate: 0%
- (s) Monthly Payment: \$500.00
- (t) Prepayment Penalty: None
- (u) Security Required: Security Interest in Business; personal guaranty by shareholders or members
- (v) Loss of Legal Rights on Default: Late charges; higher interest rate; acceleration of amounts due; attorney's fees; foreclosure on security interest; sale of your assets at public or private sale

3. This Veterans, Active Duty Military and First Responders Incentive Addendum shall amend and supplement the Affiliate Franchise Agreement simultaneously executed by the parties herein ("Affiliate Franchise Agreement"). The terms, covenants and conditions of this Addendum are incorporated into the Affiliate Franchise Agreement, and with respect to any conflict between the Addendum and the Affiliate Franchise Agreement, the terms of this Addendum shall be controlling with respect to the subject matter thereof. Except as expressly set forth in this Incentive Addendum, the rights, duties and obligations of the parties with respect to your Image One Business shall be the same as the rights, duties and obligations of the parties with respect to the Image One Business described in the Affiliate Franchise Agreement.

4. A person is eligible for only one Incentive Program, even though he or she may be eligible as a military veteran, an active duty military member, and/or a First Responder.

5. Except as modified by this Addendum, all terms, provisions, and obligations set forth in the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Veterans and First Responders Incentive Addendum to Affiliate Franchise Agreement has been executed on _____ (date).

Franchisor:
Image One Facility Solutions, Inc.

Affiliate Franchisee (Eligible Person):

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

EXHIBIT H TO FRANCHISE DISCLOSURE DOCUMENT

STATE ADDENDUM

Some administrators of franchise registration states may require Image One Facility Solutions, Inc. to enter into an addendum to our Franchise Disclosure Document and Franchise Agreement describing certain state laws or regulations which may supersede the Franchise Disclosure Document or Franchise Agreement. If you are in a registration state which requires an addendum, it will follow this page.

Attached are the state addenda for Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

The state addendum for Michigan is in the front of this disclosure document.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise

ILLINOIS ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE DISCLOSURE DOCUMENT

The Image One Facility Solutions, Inc. Franchise Disclosure Document for use in the State of Illinois is modified in accordance with the following:

1. The following Special Risk is added to the State Cover Pages:

Financial Condition. The Franchisor’s financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor’s financial ability to provide services and support to you.

2. Items 5 and 7 of the Franchise Disclosure Document are amended by the additional of the following language to the original language that appears therein:

“Notwithstanding anything to the contrary contained in this Franchise Disclosure Document, the Initial Affiliate Franchise Fee is deferred and not payable to Franchisor until Franchisor’s initial obligations to the Franchisee have been completed and the Franchisee has commenced business under this Agreement. This deferral is imposed by the Illinois Attorney General’s Office based on the Franchisor’s financial condition. The Franchise Fee is non-refundable.”

3. The following are added to the Franchise Disclosure Document:

Illinois law governs the franchise agreements.

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

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

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

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchisee, or affiliate.

seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ILLINOIS ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE AGREEMENT**

This Addendum to the Franchise Agreement is agreed to on _____ (date), between Image One Facility Solutions, Inc. ("Franchisor") and _____ ("Franchisee") to amend and revise the Franchise Agreement dated _____, 20____, in the following respects:

1. Paragraph 3.1(a) is modified to add the following:

Notwithstanding anything to the contrary contained in this Agreement, the Initial Affiliate Franchise Fee is deferred and not payable to Franchisor until Franchisor's initial obligations to the Franchisee have been completed and the Franchisee has commenced business under this Agreement. This deferral is imposed by the Illinois Attorney General's Office based on the Franchisor's financial condition. The Franchise Fee is non-refundable.

2. Section 15.4 of the Franchise Agreement is hereby modified by adding the following paragraph:

"Nothing contained in Section 15.4 of the Franchise Agreement shall constitute a waiver under the Illinois Franchise Disclosure Act."

3. Paragraph 18.24 (waiver of punitive damages). is hereby modified by adding the following to the end thereof:

However, the waiver in this paragraph 18.24 relating to punitive damages shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations at Section 200.609.

3. The following provisions are added to the Franchise Agreement and replace any provisions that are in conflict with the following:

Illinois law governs the franchise agreements.

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

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

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

- 4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date first above written.

Franchisor:
Image One Facility Solutions, Inc.
An Illinois corporation

Franchisee:
Corporate Signature

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE AGREEMENT
For the State of Indiana

This Addendum to the Franchise Agreement is agreed to on _____ (date), between Image One Facility Solutions, Inc. ("Franchisor") and _____ ("Franchisee") to amend and revise the Franchise Agreement dated _____, 20____, to add the following:

The Indiana Franchises Law, Title 23, Chapter 2.5, Sections 1 through 51 of the Indiana Code, supersedes any provisions of the Franchise Agreement if such provisions are in conflict with that law.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date first above written.

Franchisor:
Image One Facility Solutions, Inc.
An Illinois corporation

Franchisee:
Corporate Signature

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE DISCLOSURE DOCUMENT
For the State of Maryland

The Image One Facility Solutions, Inc. Franchise Disclosure Document (“FDD”) for use in the State of Maryland is modified in accordance with the following:

1. Items 5 and 7 of the Franchise Disclosure Document are amended by the addition of the following language to the original language that appears therein:

“Based upon the franchisor’s financial condition, the Maryland Securities Commission has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.”

2. Item 17 of the Franchise Disclosure Document on "Renewal, Termination, Transfer and Dispute Resolution" is amended by the addition of the following:

The general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11. U.S.C. Section 101 et. seq.).

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE AGREEMENT
For the State of Maryland

This Addendum to the Franchise Agreement is agreed to on _____ (date), between Image One Facility Solutions, Inc. ("Franchisor") and _____ ("Franchisee") to amend and revise the Franchise Agreement dated _____, 20____, as follows:

1. Section 3.1(a) of the Franchise Agreement, Initial Affiliate Franchise Fee, is modified by the addition of the following language to the original language that appears therein:

“Based upon the franchisor’s financial condition, the Maryland Securities Commission has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.”

2. Section 3.1(e) of the Franchise Agreement on Advertising Contributions is amended by the addition of the following language to the original language that appears therein:

"Franchisor will provide Franchisee with an annual accounting of the advertising fees collected."

3. Section 11.2.a of the Franchise Agreement on Termination by Franchisor for Cause is amended by the addition of the following language to the original language that appears therein:

"Termination upon bankruptcy of the Franchisor may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)"

5. Article 15 of the Franchise Agreement on Representations and Warranties shall be amended by the addition of the following language to the original language that appears therein:

“The representations of this section are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

6. Section 16.2 of the Franchise Agreement on Renewal, and Section 10.2 of the Franchise Agreement on Transfer by Franchisee are amended by the addition of the following language to the original language that appears therein:

"Any provision allowing Franchisee to execute a general release of any and all claims against Franchisor shall not apply to any liability under Maryland Franchise Registration and Disclosure Law."

7. Section 18.1 of the Franchise Agreement on Release of Claims is amended by the addition of the following language to the original language that appears therein:

"Any provision allowing Franchisee to execute a general release of any and all claims against Franchisor shall not apply to any liability under Maryland Franchise Registration and Disclosure Law."

8. Section 18.10 of the Franchise Agreement on Jurisdiction and Venue shall be amended by the addition of the following language to the original language that appears therein:

"Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

8. Section 18.23 of the Franchise Agreement on Limitation of Claims shall be amended by the addition of the following language to the original language that appears therein:

"; provided, however, that the limitation of such claims shall not act to reduce the three (3) year statute of limitations afforded Franchisee for bringing a claim under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date first above written.

Franchisor:
Image One Facility Solutions, Inc.
An Illinois corporation

Franchisee:
Corporate Signature

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE DISCLOSURE DOCUMENT
For the State of Minnesota

The Image One Facility Solutions, Inc. Franchise Disclosure Document for use in the State of Minnesota is modified in accordance with the following:

1. The Cover Page is amended by the addition of the following Risk Factor:

THE INVOICING AND ACCOUNT COLLECTIONS ARE FURNISHED BY THE FRANCHISOR, THEN MONIES OWED TO THE FRANCHISOR ARE TAKEN OUT WITH THE REMAINDER SENT TO THE FRANCHISEE. THIS ARRANGEMENT CAN IMPACT YOUR CASH FLOW.

2. Items 5 and 7 of the Franchise Disclosure Document are amended by the addition of the following language to the original language that appears therein:

“Notwithstanding anything to the contrary contained in this Franchise Disclosure Document, the initial franchise fee is not due until the date you commence business.”

3. Item 13 of the Franchise Disclosure Document on "Trademarks" is amended by the addition of the following language to the original language that appears therein:

"In the event Franchisee's right to the use of any name, mark or commercial symbol licensed hereunder is the subject of any claim, suit or demand (a "threat"), Franchisor shall either defend Franchisee against the threat or indemnify Franchisee from any loss, costs or expenses arising therefrom, provided and on condition, Franchisee:

- A. delivers to Franchisor prompt written notice of the threat;
- B. grants Franchisor written authorization to take unrestricted control over the defense and settlement of the threat with counsel of its choice;
- C. did not cause or give rise to the threat due to a material failure to comply with Franchisor's previously communicated trademark usage requirements;
- D. cooperates promptly and fully with Franchisor in the defense, mitigation, and/or settlement of the threat; and
- E. does not jeopardize or compromise any right, defense, obligation or liability of Franchisor, by making any statement to, or entering into any agreement with, the threatening party which does not have the advance written consent of Franchisor, unless required by applicable law."

4. Item 17 of the Franchise Disclosure Document is amended by the addition of the following language to the original language that appears therein:

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

"Minnesota Law prohibits franchisors from requiring its franchisees to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability. Therefore, Franchisee shall not be required to agree to subsequently execute a general release of any and all claims against Franchisor and its affiliates, their officers, directors, employees and agents."

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

5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE AGREEMENT
For the State of Minnesota

This Addendum to the Franchise Agreement is agreed to on _____ (date), between Image One Facility Solutions, Inc. ("Franchisor") and _____ ("Franchisee") to amend and revise the Franchise Agreement dated _____, 20____, as follows:

1. Section 3.1(a) of the Franchise Agreement, Initial Affiliate Franchise Fee, is modified by the addition of the following language to the original language that appears therein:

"Notwithstanding anything to the contrary contained in this Franchise Agreement, the initial franchise fee is not due until the date you commence business."

2. Section 16.2 of the Franchise Agreement on Renewal and Section 11 of the Franchise Agreement on Termination is amended by the addition of the following language to the original language that appears therein:

"Minnesota law provides franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement. These provisions of Minnesota law are hereby incorporated by reference in this Agreement."

3. Section 16.2 of the Franchise Agreement on renewal and Section 10.2 of the Franchise Agreement on the Transfer by Franchisee are amended by the addition of the following language to the original language that appears therein.

"Minnesota Law prohibits franchisors from requiring its franchisees to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability. Therefore, Franchisee shall not be required to agree to subsequently execute a general release of any and all claims against Franchisor and its affiliates, their officers, directors, employees and agents."

4. Section 5 of the Franchise Agreement on Marks is amended by the addition of the following language to the original language that appears therein:

"In the event Franchisee's right to the use of any name, mark or commercial symbol licensed hereunder is the subject of any claim, suit or demand (a "threat"), Franchisor shall either defend Franchisee against the threat or indemnify Franchisee from any loss, costs or expenses arising therefrom, provided and on condition, Franchisee:

A. delivers to Franchisor prompt written notice of the threat;

- B. grants Franchisor written authorization to take unrestricted control over the defense and settlement of the threat with counsel of its choice;
- C. did not cause or give rise to the threat due to a material failure to comply with Franchisor's previously communicated trademark usage requirements;
- D. cooperates promptly and fully with Franchisor in the defense, mitigation, and/or settlement of the threat; and
- E. does not jeopardize or compromise any right, defense, obligation or liability of Franchisor, by making any statement to, or entering into any agreement with, the threatening party which does not have the advance written consent of Franchisor, unless required by applicable law."

5. Section 13.1 of the Franchise Agreement on Covenants Not to Compete is amended by the addition of the following language to the original language that appears therein:

"These provisions may not be enforceable under Minnesota law."

6. Sections 18.10 and 18.14 of the Franchise Agreement on Governing Law/Consent to Jurisdiction is amended by the addition of the following language to the original language that appears therein:

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

7. Section 18.23 of the Franchise Agreement on Limitations of Claims is amended by the addition of the following language to the original language that appears therein:

"The statute of limitations under the Minnesota Stat. Sec. 80C.17 Subd. 5 shall govern for actions brought under that law."

8. Sections 4.11 and 12.7 of the Franchise Agreement on Liquidated Damages are deleted in their entirety for Minnesota franchisees.

9. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date first above written.

Franchisor:

Franchisee:

Image One Facility Solutions, Inc.
An Illinois corporation

Corporate Signature

By: _____

By: _____

Title: _____

Title: _____

IMAGE ONE FACILITY SOLUTIONS, INC.
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

The Image One Facility Solutions, Inc. Offering Prospectus for use in the State of New York is modified in accordance with the following:

1. All references made here to a Franchise Disclosure Document shall be amended to Offering Prospectus.
2. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

3. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation

of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

4. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

5. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

6. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

7. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

8. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

9. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum”, and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

**IMAGE ONE FACILITY SOLUTIONS, INC.
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK**

This Addendum is to a Franchise Agreement dated _____, 20__ between Image One Facility Solutions, Inc. and _____(Franchisee) to amend said Agreement as follows:

1. Paragraph 16.2. of the Franchise Agreement on Renewal and Paragraph 10.2 of the Franchise Agreement on Transfer by Franchisee shall be amended by the addition of the following language to the original language that appears therein:

"All rights enjoyed by the Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL Section 687.4 and 687.5 be satisfied."

2. Paragraph 1-1. of the Franchise Agreement on Transfer by Franchisor shall be amended by the addition of the following language to the original language that appears herein:

"However, Franchisor shall not assign its rights and obligations to a transferee unless in its reasonable judgment, the transferee is able to fulfill the Franchisor's obligations under its Franchise Agreements."

3. Paragraphs 18.10 and 18.14 of the Franchise Agreement on Jurisdiction and Venue and Paragraph 18.14 on Governing Law shall be amended by the addition of the following language to the original language that appears therein:

"The foregoing choice of law shall not be considered a waiver of any right conferred upon the Franchisee by the provisions of Article 33 of the General Business Law of the State of New York."

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective this ___ day of _____, 20__.

Franchisor:
IMAGE ONE FACILITY SOLUTIONS, INC.
an Illinois corporation

Franchisee:
Corporate/LLC Signature:

a _____ corporation/LLC

By: _____
Title: _____
Date Accepted: _____

By: _____
Title: _____
Date Accepted: _____

Individual Signatures:

The Franchisor represents that this offering prospectus does not knowingly omit any material fact or contain any untrue statement of a material fact.

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE DISCLOSURE DOCUMENT
For the State of North Dakota

The Image One Facility Solutions, Inc. Franchise Disclosure Document for use in the State of North Dakota is modified in accordance with the following:

1. Items 5 and 7 of the Franchise Disclosure Document are amended by the additional of the following language to the original language that appears therein:

“Notwithstanding anything to the contrary contained in this Franchise Disclosure Document, the initial franchise fee is not due until the date you commence business.”

2. Item 17, c. of the Franchise Disclosure Document on "Requirements for you to renew or extend" is amended by the addition of the following:

"The execution of a general release upon renewal shall be inapplicable to franchises operating under the North Dakota Franchise Investment Law."

3. Item 17, r. of the Franchise Disclosure Document on "Non-competition covenants after the franchise is terminated or expires" is amended by the addition of the following:

"Covenants not to compete such as those mentioned above are generally unenforceable in the State of North Dakota."

4. Item 17, u. of the Franchise Disclosure Document on "Dispute resolution by arbitration or mediation" shall be amended by the addition of the following:

"Arbitration of disputes with franchises operating under the North Dakota Franchise Investment Law shall be at a location mutually agreeable to the parties."

5. Item 17, v. of the Franchise Disclosure Document on "Choice of forum" shall be amended by the addition of the following:

"The consent to the jurisdiction of the courts of the state of Illinois shall be inapplicable to franchises operating under the North Dakota Franchise Investment Law."

6. Item 17, w. of the Franchise Disclosure Document on "Choice of law" shall be amended by the addition of the following:

"Section 18.14 of the Franchise Agreement on "Governing Law" is inapplicable to franchises operating under the North Dakota Franchise Investment Law."

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE AGREEMENT
For the State of North Dakota

This Addendum to the Franchise Agreement is agreed to on _____ (date), between Image One Facility Solutions, Inc. ("Franchisor") and _____ ("Franchisee") to amend and revise the Franchise Agreement dated _____, 20____, as follows:

1. Section 3.1(a) of the Franchise Agreement, Initial Affiliate Franchise Fee, is modified by the addition of the following language to the original language that appears therein:

“Notwithstanding anything to the contrary contained in this Franchise Agreement, the initial franchise fee is not due until the date you commence business.”

2. Section 16.2 of the Franchise Agreement on "Renewal" is amended by the addition of the following language to the original language that appears therein:

"The execution of a general release upon renewal shall be inapplicable to franchises operating under the North Dakota Franchise Investment Law."

3. Section 13.1 of the Franchise Agreement on "Covenant Not to Compete" is amended by the addition of the following language to the original language that appears therein:

"Covenants not to compete such as those mentioned above are generally unenforceable in the State of North Dakota."

4. Section 18.10 of the Franchise Agreement on "Jurisdiction and Venue" is inapplicable to franchises operating under the North Dakota Franchise Investment Law.

5. Section 18.14 of the Franchise Agreement on "Governing Law" is inapplicable to franchises operating under the North Dakota Franchise Investment Law.

6. Section 18.23 of the Franchise Agreement on "Limitation of Claims" is deleted in its entirety.

7. Section 18.10.of the Franchise Agreement on "Mandatory and Binding Arbitration" shall be amended in part as follows:

"Arbitration of disputes with franchises operating under the North Dakota Franchise Investment Law shall be at a location mutually agreeable to the parties."

8. Section 18.24 of the Franchise Agreement on "Waiver of Punitive Damages Claims" is inapplicable to franchises operating under the North Dakota Franchise Investment Law.
9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date first above written.

Franchisor:
Image One Facility Solutions, Inc.
An Illinois corporation

Franchisee:
Corporate Signature

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE DISCLOSURE DOCUMENT
For the State of Rhode Island

The Image One Facility Solutions, Inc. Franchise Disclosure Document for use in the State of Rhode Island is modified in accordance with the following:

- 1 Items 5 and 7 of the Franchise Disclosure Document are amended by the additional of the following language to the original language that appears therein:

“Notwithstanding anything to the contrary contained in this Franchise Disclosure Document, the initial franchise fee is not due and payable until you have completed initial training and have commenced business.”

2. Item 17 of the Image One Facility Solutions, Inc. Franchise Disclosure Document for use in the State of Rhode Island is modified to add the following:

19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE AGREEMENT
For the State of Rhode Island

This Addendum to the Franchise Agreement is agreed to on _____ (date), between Image One Facility Solutions, Inc. ("Franchisor") and _____ ("Franchisee") to amend and revise the Franchise Agreement dated _____, 20____, as follows:

1. Section 3.1(a) of the Franchise Agreement on "Initial Affiliate Franchise Fee" is amended by the addition of the following language to the original language that appears therein:

“Notwithstanding anything to the contrary in this Paragraph 3.1(a), the Initial Affiliate Franchise Fee is not due and payable until you have completed initial training and have commenced business.”

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date first above written.

Franchisor:
Image One Facility Solutions, Inc.
An Illinois corporation

Franchisee:
Corporate Signature

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE AGREEMENT
For the State of South Dakota

This Addendum to the Franchise Agreement is agreed to on _____ (date), between Image One Facility Solutions, Inc. ("Franchisor") and _____ ("Franchisee") to amend and revise the Franchise Agreement dated _____, 20____, as follows:

1. Section 3.1(a) of the Franchise Agreement on "Initial Affiliate Franchise Fee" is amended by the addition of the following language to the original language that appears therein:

“Notwithstanding anything to the contrary in this Paragraph 3.1(a), the Initial Affiliate Franchise Fee is not due and payable until you have completed initial training and have commenced business.”

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date first above written.

Franchisor:
Image One Facility Solutions, Inc.
An Illinois corporation

Franchisee:
Corporate Signature

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE DISCLOSURE DOCUMENT
For the Commonwealth of Virginia

The Image One Facility Solutions, Inc. Franchise Disclosure Document for use in the Commonwealth of Virginia is modified in accordance with the following:

1. The following risk factors are added:

THE FRANCHISOR’S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21), CALLS INTO QUESTION THE FRANCHISOR’S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT.

YOU MUST MAINTAIN MINIMUM SALES PERFORMANCE LEVELS. YOUR INABILITY TO MAINTAIN THESE LEVELS MAY RESULT IN LOSS OF ANY TERRITORIAL RIGHTS YOU ARE GRANTED, TERMINATION OF YOUR FRANCHISE, AND LOSS OF YOUR INVESTMENT.

2. Item 5 of the Franchise Disclosure Document is modified to add the following:

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

3. Item 17.h. shall be amended to add the following:

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

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE AGREEMENT
For the Commonwealth of Virginia

This Addendum to the Franchise Agreement is agreed to on _____ (date), between Image One Facility Solutions, Inc. ("Franchisor") and _____ ("Franchisee") to amend and revise the Franchise Agreement dated _____, 20____, as follows:

1. Section 3.1(a) of the Franchise Agreement on "Initial Affiliate Franchise Fee" is amended by the addition of the following language to the original language that appears therein:

“The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.”

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date first above written.

Franchisor:
Image One Facility Solutions, Inc.
An Illinois corporation

Franchisee:
Corporate Signature

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE DISCLOSURE DOCUMENT
For the State of Washington

The Image One Facility Solutions, Inc. Franchise Disclosure Document for use in the State of Washington is modified in accordance with the following:

1. Items 5 and 7 of the Franchise Disclosure Document are modified to provide that, based on the Franchisor's financial statements, the payment of the initial Franchise Fee is deferred and is not due upon signing the Franchise Agreement. Instead, all initial franchise fees will be deferred until (a) the franchisor has fulfilled its initial pre-opening obligations to the franchisee; and (b) the franchisee is open for business. The fees subject to deferral include all initial franchise fees payable by the franchisee to the franchisor prior to the opening of the franchisee's business.
2. The State of Washington has a Statute, RCW 19.100.180 which may supersede the franchise agreement with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship within the franchisor including the areas of termination and renewal of your franchise.
3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
5. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.
6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated

- or actual costs in effecting a transfer.
7. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
 8. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

**WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT,
FRANCHISE DISCLOSURE QUESTIONNAIRE, AND RELATED AGREEMENTS
For the State of Washington**

This Addendum to the Franchise Agreement is agreed to on _____ (date), between Image One Facility Solutions, Inc. ("Franchisor") and _____ ("Franchisee") to amend and revise the Franchise Agreement dated _____, 20____, as follows:

1. Section 3.1(a) of the Franchise Agreement on "Initial Affiliate Franchise Fee" is amended by the addition of the following language to the original language that appears therein:

“Notwithstanding anything to the contrary in this Paragraph 3.1(a), all initial franchise fees will be deferred until (a) the franchisor has fulfilled its initial pre-opening obligations to the franchisee; and (b) the franchisee is open for business. The fees subject to deferral include all initial franchise fees payable by the franchisee to the franchisor prior to the opening of the franchisee’s business.”

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

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

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

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

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

7. Franchisees in Washington may terminate the Franchise Agreement under any grounds permitted by state law.

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

9. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date first above written.

Franchisor:
Image One Facility Solutions, Inc.
An Illinois corporation

Franchisee:
Corporate Signature

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM TO IMAGE ONE FACILITY SOLUTIONS, INC.
FRANCHISE AGREEMENT
For the State of Wisconsin

This Addendum to the Franchise Agreement is agreed to on _____ (date), between Image One Facility Solutions, Inc. ("Franchisor") and _____ ("Franchisee") to amend and revise the Franchise Agreement dated _____, 20____, as follows:

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provisions of the Franchise Contract or Agreement if such provisions are in conflict with that law.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date first above written.

Franchisor:
Image One Facility Solutions, Inc.
An Illinois corporation

Franchisee:
Corporate Signature

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT I

**IMAGE ONE FACILITY SOLUTIONS INC.
FRANCHISEE DISCLOSURE QUESTIONNAIRE**

As you know, IMAGE ONE FACILITY SOLUTIONS INC. ("Franchisor") and you are preparing to enter into a Franchise Agreement for the operation of a IMAGE ONE Franchised Business ("IMAGE ONE Franchised Business"). Please review each of the following questions carefully and provide honest and complete responses to each question.

1. In what state are you domiciled (have your permanent residence)? _____

2. If you have more than one owner, did each owner have an opportunity to review all documents furnished by the Franchisor? Yes____ No____

3. Have you received the Franchise Agreement you are to execute with all the blanks completed? Yes____ No____

If so, on what date did you receive the completed Franchise Agreement?

4. Have you received the Franchisor's Franchise Disclosure Document ("FDD") we provided to you? Yes____ No____

On what date did you receive the Franchise Disclosure Document? _____

5. Were you advised, prior to receiving the Franchise Disclosure Document, of the various ways you could be furnished the Franchise Disclosure Document (hard copy, CD, email, etc.)? Yes____ No____

6. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it? Yes____ No____

7. Did you receive from the Franchisor the name, address and phone number of each Franchise Seller who was involved in the process of selling the franchise to you? Yes____ No____

8. If you have answered "No" to question #2 through #7, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "Yes" to questions #2 through #7, please leave the following lines blank.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

Signature: _____ Signature: _____

Print Name: _____ **Print Name:** _____

Date: _____ Date: _____

EXHIBIT J TO FRANCHISE DISCLOSURE DOCUMENT

IMAGE ONE FACILITY SOLUTIONS, INC. RENEWAL ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum is to a Franchise Agreement dated _____, 20____ by and between Image One Facility Solutions, Inc., an Illinois corporation (hereinafter Franchisor), and _____ (hereafter Franchisee) to amend said Franchise Agreement as follows:

RECITALS

- A. Franchisee has owned and operated an Image One _____ located at _____ pursuant to a Franchise Agreement dated _____, _____ ("Initial Franchise Agreement");
- B. The Initial Franchise Agreement was for a term of ten (10) years from the date of the opening of Franchisee's _____, and is due to expire on _____;
- C. The Initial Franchise Agreement provided for additional options to extend the franchise relationship for ten (10) years each beyond the initial term provided that certain terms and conditions were met by Franchisee;
- D. Franchisee desires to continue to own and operate an Image One franchised business and to extend the franchise relationship for another fifteen (15) years; and
- E. By the terms of the Initial Franchise Agreement, in order to extend the franchise term, Franchisee must execute the standard form of Franchise Agreement currently being offered by Franchisor which agreement is being executed contemporaneously with this Renewal Addendum ("Renewal Franchise Agreement") and must meet certain conditions as set forth in the Initial Franchise Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The above recitals are incorporated herein and made a part of this Renewal Addendum to the Renewal Franchise Agreement.

2. Paragraph 16.1 (Term) is revised to read as follows:

Except as otherwise provided herein, the term of the Renewal Franchise Agreement shall expire fifteen (15) years from the expiration date set forth in Paragraph B of the Recitals. The parties acknowledge and agree that this renewal term is longer than the ten-year renewal term provided in the Initial Franchise Agreement.

3. There shall be no renewal fee in connection with this Agreement.

4. The following Paragraphs in the Renewal Franchise Agreement will not apply to the Renewal Franchise Agreement, and hereby deleted in their entirety:

2.1 (Initial Training)

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[Multistate](#)

- 2.3 Lists, Forms and Schedule
 - 2.5 Equipment and supplies provided
 - 2.6 Assistance in Initial Set-up
- Exhibits 3 – List of Office and Marketing Materials Provided to You

5. If Franchisee is converting from a Unit Franchisee to an Affiliate Franchisee, then Franchisee must also execute the Account Assumption Agreement (Attachment 1), attached to this Renewal Addendum.
6. In all other respects, the Franchise Agreement shall be construed and enforced as it is written.
7. In consideration of the mutual and several agreements recited above and the renewal of Franchisee’s Initial Franchise Agreement, Franchisee does forever release and discharge Franchisor, its officers, directors, shareholders, agents and employees, in that capacity and individually, its guarantors, successors, and assigns on behalf of its successors and assigns from all manner of actions, cause, causes of action, suits, debts, sums of money, accounts, promises, variances, trespasses, damages, judgments, execution, claims and demands, whatsoever, in law or in equity, arising out of any relationship between Franchisee and Franchisor whether contractual or otherwise which it now has, or has had, or which its successors and assigns hereafter can, shall or may have, for upon or by reason of any matter, cause or thing whatsoever at any time prior to the date of this Agreement.

In witness whereof, the parties hereto, intending to be legally bound, hereby have duly executed, sealed and delivered this Renewal Addendum on _____ (date).

Franchisee:

 (Name of Entity)
State of Organization: _____

Franchisor:
IMAGE ONE FACILITY SOLUTIONS INC.
An Illinois corporation

Signature: _____
 Print Name: _____
 Title: _____

Signature: _____
 Print Name: _____
 Title: _____

This Attachment to the Renewal Addendum to the Franchise Agreement applies only to Affiliate Franchisees who are converting from Unit Franchisees.

ATTACHMENT 1 - ACCOUNT ASSUMPTION AGREEMENT

I, _____, have received, read and completely understand the Contract attached to this Account Assumption Agreement (the "Contract"). I agree to assume all obligations IMAGE ONE FACILITY SOLUTIONS, INC. under the Contract and to adhere to the cleaning schedule.

I have sufficient working capital to purchase all supplies, materials and equipment necessary to operate my IMAGE ONE Affiliate Franchise to perform the Contract and meet all expected payrolls for the first 45 days of service.

I understand that this Account Assumption Agreement is subject to the terms of the Affiliate Franchise Agreement including the payment of all fees as per the Affiliate Franchise Agreement.

Service Contract - Account Name _____

Approximate Sq.Ft. _____ sq.ft.

Monthly Billing \$ _____

Cost of Supplies Included in Contract Price \$ _____

I agree to pay AB fees for Regional or National Accounts at a price equal to 2.85 times the monthly revenue from said accounts.

Your Signature

Print Name

_____, 20__
Date

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Not Registered
Hawaii	Not Registered
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

ACKNOWLEDGMENT OF RECEIPT – 7 Day

This is the Franchise Agreement you will be signing

If we offer you a franchise, we must provide this Franchise agreement to you at the earliest of:

Seven calendar days before the signing of this agreement;
or before a payment to us.

This franchise agreement must contain all material terms..

If we do not deliver this Franchise Agreement 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 to the applicable state agency(ies) listed in Exhibit A of the Franchise Disclosure Document you were given

The undersigned, personally and/or as a duly authorized officer or a partner of the prospective Franchisee, acknowledges receipt from IMAGE ONE FACILITY SOLUTIONS, INC. d/b/a “Image One” of the Franchise Agreement for prospective franchisees (to which this Receipt is attached).

Date

Signature: _____

Print Name: _____

___ individually

___ or as an officer or partner of

name of entity

a _____ state corporation or partnership (circle one)

(copy #1 - to be retained for your records)

ACKNOWLEDGMENT OF RECEIPT- 7 DAY

This is the Franchise Agreement you will be signing.

If we offer you a franchise, we must provide this Franchise Agreement to you at the earliest of:

Seven calendar days before the signing of this agreement;
or before a payment to us.

This franchise agreement must contain all material terms..

If we do not deliver this Franchise Agreement 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 to the applicable state agency(ies) listed in Exhibit A of the Franchise Disclosure Document you were given

The undersigned, personally and/or as a duly authorized officer or a partner of the prospective Franchisee, acknowledges receipt from IMAGE ONE FACILITY SOLUTIONS, INC. d/b/a "Image One" of the Franchise Agreement for prospective franchisees (to which this Receipt is attached).

Date

Signature: _____

Print Name: _____

___ individually

___ or as an officer or partner of

name of entity

a _____ state corporation or partnership (circle one)

Please sign this copy of the receipt, date your signature, and return it to us at 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008

ACKNOWLEDGMENT OF RECEIPT (Your Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Image One Facility Solutions, Inc. 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 the franchisor or an affiliate in connection with the proposed franchise sale. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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

The issuance date of this disclosure document is April ~~22, 2024~~ 07, 2025.

~~The name, principal business address and telephone number of each franchise seller offering the franchise (check names that apply):~~

- ~~Tim Conn, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616 1010~~
- ~~Thomas McKenna, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616 1010~~
- ~~Diana DeVieker, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616 1010~~
- ~~Jerry Jackson, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616 1010~~
- ~~Joyce Cannon, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616 1010~~
- ~~Maggie Mitkova, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616 1010~~
- ~~Kathryn Johnson, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616 1010~~
- Michael Scalia, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/594 2350
- Other: _____, phone: _____

~~The undersigned, personally and/or as a duly authorized officer or a partner of the prospective Franchisee, acknowledges receipt from Image One Facility Solutions, Inc. d/b/a "Image One" of the Disclosure Document with issuance date of April 22, 2024, and an effective date in the states listed on Exhibit K, that included the following Exhibits:~~

A List of State Administrators	H Addenda for Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin
B Image One Franchise Agreement	I Franchisee Disclosure Questionnaire
C List of Franchisor's Current Affiliate Franchisees	J Renewal Addendum
D List of Former Affiliate Franchisees	K State Effective Dates
E Financial Statements	
F Table of Contents to Operations Manual	
G Veterans, Active Duty Military and First Responders Incentive Addendum	

<p>Dated: _____</p> <p>Address: _____</p> <p>_____</p>	<p>_____</p> <p>Printed Name</p> <p>By: _____</p> <p>Individually and/or as an Officer or Partner of:</p> <p>_____</p>
<p>Phone: _____</p> <p>Email: _____</p>	<p>A _____ Corporation</p> <p>A _____ Partnership</p> <p>A _____ Limited Liability</p>

~~(FDD Affiliate 2024.004 multistate, FA Affiliate 2024.001)~~
~~KEEP THIS COPY FOR YOUR RECORDS~~

ACKNOWLEDGMENT OF RECEIPT (Our Copy)

~~This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Image One Facility Solutions, Inc. 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 the franchisor or an affiliate in connection with the proposed franchise sale. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.~~

~~If Image One Facility Solutions, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the appropriate state agency identified on Exhibit A.~~

~~The issuance date of this disclosure document is April 22, 2024.~~

The name, principal business address and telephone number of each franchise seller offering the franchise (check names that apply):

- ___ Tim Conn, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010
- ___ Thomas McKenna, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010
- ___ Diana McVicker, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010
- ___ Jerry Jackson, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010
- ___ Joyce Cannon, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010
- ___ Maggie Mitkova, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010
- ___ Kathryn Johnson, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010

Other: _____, phone: _____

~~The undersigned, personally and/or as a duly authorized officer or a partner of the prospective Franchisee, acknowledges receipt from Image One Facility Solutions, Inc. — Michael Scalia, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/594-2350~~

Other: _____, phone: _____

~~The undersigned, personally and/or as a duly authorized officer or a partner of the prospective Franchisee, acknowledges receipt from Image One Facility Solutions, Inc. d/b/a "Image One" of the Disclosure Document with issuance date of April 22, 202407, 2025, and an effective date in the states listed on Exhibit K, that included the following Exhibits:~~

- | | |
|---|---|
| A - List of State Administrators
B - Image One Franchise Agreement
C - List of Franchisor's Current Affiliate Franchisees
D - List of Former Affiliate Franchisees
E - Financial Statements
F - Table of Contents to Operations Manual
G - Veterans, Active Duty Military and First Responders Incentive Addendum | H - Addenda for Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin
I - Franchisee Disclosure Questionnaire
J - Renewal Addendum
K - State Effective Dates |
|---|---|

Dated: _____	_____
Address: _____	By: _____
_____	Individually and/or as an Officer or Partner of:
_____	_____
Phone: _____	A _____ Corporation
_____	A _____ Partnership
Email: _____	A _____ Limited Liability

[\(FDD Affiliate 2025.001 multistate, FA Affiliate 2025.001\)](#)

KEEP THIS COPY FOR YOUR RECORDS

ACKNOWLEDGMENT OF RECEIPT (Our Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Image One Facility Solutions, Inc. 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 the franchisor or an affiliate in connection with the proposed franchise sale. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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

The issuance date of this disclosure document is April 07, 2025.

The name, principal business address and telephone number of each franchise seller offering the franchise (check names that apply):

- Tim Conn, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010
- Thomas McKenna, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010
- Diana McVicker, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010
- Jerry Jackson, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010
- Joyce Cannon, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010
- Maggie Mitkova, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010
- Kathryn Johnson, 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008 Phone: 630/616-1010
- Other: _____, phone: _____

The undersigned, personally and/or as a duly authorized officer or a partner of the prospective Franchisee, acknowledges receipt from Image One Facility Solutions, Inc. d/b/a "Image One" of the Disclosure Document with issuance date of April 07, 2025, and an effective date in the states listed on Exhibit K, that included the following Exhibits:

<u>A - List of State Administrators</u> <u>B - Image One Franchise Agreement</u> <u>C - List of Franchisor's Current Affiliate Franchisees</u> <u>D - List of Former Affiliate Franchisees</u> <u>E - Financial Statements</u> <u>F - Table of Contents to Operations Manual</u> <u>G - Veterans, Active Duty Military and First Responders Incentive Addendum</u>	<u>H - Addenda for Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin</u> <u>I - Franchisee Disclosure Questionnaire</u> <u>J - Renewal Addendum</u> <u>K - State Effective Dates</u>
--	---

<u>Dated:</u> _____ <u>Address:</u> _____ _____ _____	_____ <u>Printed Name</u> <u>By:</u> _____ <u>Individually and/or as an Officer or Partner of:</u> _____ _____
<u>Phone:</u> _____ <u>Email:</u> _____	<u>A</u> _____ <u>Corporation</u> <u>A</u> _____ <u>Partnership</u> <u>A</u> _____ <u>Limited Liability</u>

(FDD Affiliate [2024.0042025.001](#) multistate, FA Affiliate [20242025.001](#))

Please sign this copy of the receipt, date your signature, and return it to us at 3601 Algonquin Road, Suite 100, Rolling Meadows, IL 60008

IMAGE ONE FACILITY SOLUTIONS, INC

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